

AGREEMENT

This Agreement is made on this Day of, **Two Thousand Twenty Four**

BETWEEN

COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act (XXI of 1860), and having its Registered Office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi-110001 (hereinafter called 'CSIR'), through one of its constituent laboratories CSIR-Central Mechanical Engineering Research Institute, Mahatma Gandhi Avenue, Durgapur-713209, West Bengal, India, (hereinafter also referred to as "**CSIR-CMERI**", which expression shall include its successors in interest and assigns) of the ONE PART;

AND

.....
.....

being engaged as Technical and Business Development Consultant at CSIR-CMERI, Durgapur (hereinafter referred to as "**Party**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her successors and assigns) of the OTHER PART.

However for execution of the Agreement, CSIR-CMERI may be referred in the first instance.

1.0 PREAMBLE

- a. WHEREAS **CSIR-CMERI**, a Constituent Laboratory of CSIR desires to be competitive in the knowledge driven economy. It should thus have the ability to co-opt external skills and competencies not available within the organization through suitable consultancy services for developing clients for licensing of the institute's Knowledgebase and IP. Such a consultant can either be in the science & technology area or in areas related to business development, intellectual property rights management, safety management, and human resources management. The empanelment/engagement of the technical and business development consultants for marketing or creating business opportunities of different technologies developed at CSIR-CMERI will be purely on temporary basis on the terms and conditions hereinafter stated.
- b. The engagement of the Consultant with CSIR-CMERI is not an appointment in CMERI, Durgapur / CSIR either temporary or otherwise. It would, therefore, not confer any right implicit or explicit for consideration for regularization / absorption in any of the Labs/Institutes of CSIR or under any other scheme as applicable to identified casual workers against any of CSIR posts, even if engagement/ contract or deployment/placement is for more than 240/206 days in a year.
- c. If any declaration given or information furnished by the Party proves to be false or if he/she is found to have willfully suppressed any materials information, the Party will be liable to removal from engagement.
- d. WHEREAS the **Party** has expressed his/her desire to work with CSIR-CMERI as technical and business development consultant. The Expression of Interest (EoI) seeking the engagement of Technical and Business Development Consultants was uploaded on the CMERI website **on**

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to the scope of work, general & payment terms and conditions as mentioned below:

I. Scope of work of the "Party"

- a) Identifying market(s) and developing client(s) for IP/Knowledge base;
- b) Negotiations and contracting of the IP/Knowledgebase
- c) International marketing of IP/knowledgebase

II. General Terms:

- a) The Party will be engaged as Technical and Business Development consultant on "Variable Fee Consultant" mode as per the CSIR Guidelines for Technology Transfer and Utilization of Knowledge base-2017 or any other new guideline issued by CSIR time to time.

- b) The Consultant(s) shall be engaged for above mentioned scope of work for the technologies attached as Annexure-C;
- c) The ownership and rights of licensing the IP/knowledgebase solely lies with CSIR-CMERI.
- d) The consultant (Party) can also be a licensee of CSIR-CMERI technologies. In that case the Party will be treated as his own technical and business development consultant to share the consultancy fee against the money realized.
- e) The marketing/business consultant must have Indian Citizenship or the company must have its registered office in India
- f) Consultant(s) cannot be engaged for seeking and securing contracts/sponsored R&D and funds from Govt. Departments/ Agencies, UN and other International AID Agencies, Public Sector Undertaking/Enterprises.
- g) The period of engagement of Consultant is **one year** only from the date of signing the agreement; any extension shall be reviewed and approved as the case may be upto a maximum another one year, after approval from Competent Authority.

III. Payment/Fee Amount & Related Terms & Conditions

- (i) 5% of amount realized from business development with a new customer
- (ii) 8% of amount realized for identifying a customer for knowledgebase licensing
- (iii) 15% of amount realized for locating a customer for licensing IP
- (iv) After signing of Agreement & Receipt of payment against knowledgebase licensing / licensing of IP/Technical Services, above mentioned payment will be made to the party.
- (v) The payment to the Party will be made on the LS Premia only and not on the royalty.
- (vi) Same Payment/Fee as mentioned above will be applicable for engagement of any National or International client(licensee).

IV. Other Terms & Conditions

- (i) The Consultant will not divulge any information relating to the work of CMERI, which he/she may come to know during the engagement with CMERI to any Party.
- (ii) The decision of the Director, CMERI shall be final and binding on both the parties to execute the business agreement and determine any matter not specifically stated therein.

3.0 CONFIDENTIALITY

The engaged party agrees that it will not disclose any confidential information to any third party, without the prior written consent of CSIR-CMERI and ensures confidentiality to be maintained as required for the developed knowledgebase and IP.

4.0 NON-EXCLUSIVITY

Unless otherwise agreed between the parties, the relationship of the Parties under this Agreement shall be nonexclusive and Parties, including their affiliates, subsidiaries and divisions, are free to pursue other understandings, agreements or collaborations of any kind.

5.0 FORCE MAJEURE:

Neither Party shall be held responsible for non-fulfilment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquake, strike, lockouts, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

6.0 ARBITRATION

This agreement shall be governed by and construed in accordance with the Law of Govt. of India.

- (i) In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
- (ii) The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and / or directions, as may be required.
- (iii) Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitrator proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these present on the date, month and year first above written.

For and on behalf of CSIR-CMERI

For and on behalf of CONSULTANT

Signature_____

Signature_____

Name _____

Name _____

Designation _____

Seal _____

Designation _____

Seal _____