

Standard Joint Development Agreement

This Standard Joint Development Agreement, referred to hereinafter as the "Agreement", is made effective on [SPECIFY THE EFFECTIVITY DATE], by and between:

[SPECIFY COMPANY NAME AS REFLECTED IN THE ARTICLES OF INCORPORATION], a corporation existing, formed, and registered under the laws of [SPECIFY THE STATE OF COUNTRY OF INCORPORATION], engaged in the business of [SPECIFY THE NATURE OF THE BUSINESS OF THE COMPANY], maintaining its principal place of business at [SPECIFY THE COMPLETE ADDRESS AS REFLECTED IN THE ARTICLES OF INCORPORATION],

AND

[SPECIFY COMPANY NAME AS REFLECTED IN THE ARTICLES OF INCORPORATION], a corporation existing, formed, and registered under the laws of [SPECIFY THE STATE OF COUNTRY OF INCORPORATION], engaged in the business of [SPECIFY THE NATURE OF THE BUSINESS OF THE COMPANY], maintaining its principal place of business at [SPECIFY THE COMPLETE ADDRESS AS REFLECTED IN THE ARTICLES OF INCORPORATION].

The aforementioned companies, as parties to this Agreement, shall hereinafter be referred to as the "Parties".

[NAME OF THE COMPANY] has acquired and/or developed, licensed and/or acquired technology relating to [SPECIFY PRODUCT OR PROCESS]. [NAME OF THE COMPANY] has acquired and/or developed, licensed and/or acquired technology relating to [SPECIFY PRODUCT OR PROCESS]. The parties have discussed and contemplated in joint efforts to develop, manufacture, assess and/or market the developed [SPECIFY PRODUCT OR PROCESS]. In line with this venture, it is the desire of the parties to perpetuate their intentions with respect to their joint efforts and with regard to inventions developed in pursuant to such joint efforts. The following terms and conditions are hereby agreed by the as follows:

JOINT DEVELOPMENT PROGRAM

The parties may, from time to time as may be provided under this Agreement, may collaborate under the Joint Development Program on a single or more projects. The parties shall prepare, for each project, a project description in written form describing the specific or particular project, the responsibilities or duties of each party under such project, the target date of completion and schedule of levels of completion, anticipated deliverables, and the amount of expenses to be defrayed in relation to the project. A project manager shall be designated by each of the parties for each project, including at least one program manager who shall supervise the entire Joint Development Program. All research and development materials, unless otherwise expressly agreed in writing, will be provided by the party to the other without any fee or charge. Both of the parties shall sign to each of the project description in order for it to be effective and the same shall be attached and annexed accordingly to this Agreement. All costs, fees and/or expenses of any kind hereunder appertaining to each party shall be borne solely by each party.

CONFIDENTIALITY

The parties agree that they shall secure, safeguard and maintain the other Party's Confidential Information in trust and confidence, and not disclose, without the prior written approval of the other Party, the other Party's Confidential Information to any of its agent, representatives or employees whose tasks does not necessarily require the need of such disclosure or to any third party, unless there is an express stipulation by the parties under this Agreement, or any amended, supplemental or subsequent Agreement in relation to the Joint Development Program or with regards to disclosures which are incidental or inherent in any inventions or products developed as a result of the Joint Development Program. The parties each agree that it shall not use or appropriate, directly or indirectly, any of the other Party's Confidential Information unless required in the performance of the tasks assigned to it concerning the Joint Development Program, except when there is an express written consent from the owner of the Confidential Information. Written agreement between the third party and the owner of the Confidential Information shall be required in case of disclosures made to a third party. The third party shall acknowledge the obligations of confidentiality and use concomitant to such disclosure not otherwise inconsistent with the terms and conditions of this Agreement. The aforementioned obligations shall survive for five (5) years following the expiration or termination of this Agreement.

Any provision of this Agreement to the contrary notwithstanding, the parties shall have the right to disclose Confidential Information to their respective Affiliates, to an extent required or reasonably required to secure the purposes of this Agreement, upon compliance of the condition that such entities shall execute a written agreement between the Affiliate and the owner of the Confidential Information to be bound by this Agreement concerning the nondisclosure and non-use of such Confidential Information.

The parties warrant the compliance of their representatives, agents, employees and Affiliates with the terms and conditions of this Agreement. The Parties acknowledge the nature of confidentiality created by this Agreement and the existence and terms of this

Agreement, and that they are required to secure the written approval of the other party if a party desires to disclose existence of the relationship between the Parties and the existence and terms of this Agreement.

Without the prior written consent or approval of the other party, a party is prohibited from:

1. Using, through advertisement, publication, or otherwise, whether directly or indirectly, with respect to the inventions or products developed pursuant to this Agreement, any trade name, logo, service mark, trademark, symbol or device owned by the other Party;
2. Representing, either directly or indirectly, any product or service of the other Party as a product or service of the representing Party, or vice versa.

Except as is required to practice any licenses granted under this Agreement, upon termination of the Joint Development Program, the parties and its Affiliates agree to return all Confidential Information received by that Party from the other Party, upon request of the other Party, provided, that the receiving Party shall be allowed, for record purposes to determine its on-going confidentiality obligations under this Agreement, if it so desires, to retain one (1) secure archival copy of any Confidential Information received in writing from another Party.

Each party shall have the sole discretion whether to share its Confidential Information with the other party and to decide to what extent to share its Confidential Information with the other party. Neither Party is expressly or impliedly obliged to share any of its Confidential Information or Background Rights with the other Party, unless there is an express stipulation to the contrary.

WARRANTIES AND REPRESENTATIONS

The parties warrant that they have not entered into any agreements, contracts, obligations or commitments that are substantially or materially in conflict with its duties, responsibilities, warranties and representations under this Agreement, and that during the term of this Agreement, none of the parties shall enter into any agreements, contracts, obligations or commitments that are substantially or materially in conflict with its duties, responsibilities, warranties and representations under this Agreement.

The respective duties and deliverables for each effective project shall be satisfied and delivered by the parties, and in securing such duty, the parties shall use earnest and reasonable efforts. Nevertheless, the parties do not warrant the success and completeness of its assigned duties and deliverables.

The parties further warrants that its agents, employees, independent contractors, and consultants who will perform the work pursuant with the Joint Development Program, shall execute a valid written agreement to the effect that any discoveries, improvements and ideas shall be vested in the ownership of the parties.

INTELLECTUAL PROPERTY OWNERSHIP AND RIGHTS

In order to clear any air of doubt, it is agreed by the parties that any result of the efforts of both or either of the parties in connection to this Agreement shall not be considered as "work for hire". The parties shall not acquire any rights to, or license to use any such results unless an agreement to the contrary is expressly provided for under this Agreement. The parties are granted the right to operate under the Joint Intellectual Property and to right to grant non-exclusive license to third persons or parties in any which way they desire without securing the consent or approval of the other party to this Agreement.

FILING AND PROSECUTION OF PATENT

Each party shall be given the discretion to file or maintain, prosecute or issue patent and patent applications anywhere in the world. Nonetheless, the parties may file a joint application over Joint Intellectual Property. The parties shall share equally on the expenses incurred on securing the services of an acceptable patent attorney in the preparation and prosecution of the patent applications. The party that shall cease and elects not to pursue a patent application over an invention that is a Joint Intellectual Property, its rights over such patent or patent application shall be assigned by such party to the other party who elects to pursue on the patent or patent application. The prosecution of any applications for patent inventions which are Joint Intellectual Property shall be prosecuted with the cooperation of the parties which shall continue regardless of the election of any party to not pursue on the patent application in Joint Intellectual Property and assigning such right to the party electing to pursue on the application. The party who decides to file such application shall furnish the other party with a copy of proposed application at least [NUMBER OF DAYS] days prior to the actual filing. [NUMBER OF DAYS] days after the receipt of the proposed application, the party receiving shall notify the party desiring to file as to whether the invention is its own sole intellectual property or a Joint Intellectual Property or if the proposed application contains any confidential information pertaining to such party.

In case any confidential information appertaining to the party not desiring to pursue on the patent application is contained in the proposed patent application, the party proposing such patent application shall take either of the following actions:

1. Prior to the filing of the patent application, to have such confidential information deleted from the patent application; or

2. Obtain the consent, in writing, of the party owning such confidential information, if the filing of the patent application requires the disclosure of the confidential information as required by the laws of the country where such patent application is to be filed.

If due to reasonable business circumstances, a party is unable to provide for a copy of a proposed patent application at least [NUMBER OF DAYS] days prior to the actual filing of such application, a provisional patent application shall be filed by the party desiring to file such application with the end in view of preserving the patent rights over the subject matter of the patent application. A copy of such provisional application shall be furnished to the other party within [NUMBER OF DAYS] after the filing of such provision application with the [COUNTRY OR STATE] Intellectual Property Office or [COUNTRY OR STATE] Patent Office. [NUMBER OF DAYS] days shall be given to the party receiving such copy of the provisional patent application to inform the party filing the provisional application as whether it believes that it has the sole ownership over the invention or a Joint Intellectual Property or that there are any confidential information disclosed on such provisional application.

In the event that the application contains any confidential information of the other party, the party filing the provisional application shall take either of the following actions:

1. Prior to filing of the provisional application, have such confidential information deleted from the provisional application;
2. Obtain the consent, in writing, of the party owning such confidential information, if the filing of the provisional patent application requires the

disclosure of the confidential information as required by the laws of the country where such patent application is to be filed.

The pertinent laws of Intellectual Property of [COUNTRY OR STATE] shall be used in the resolution of any disputes between the parties over the patent, patent application and provisional patent application.

DEFINITION OF TERMS

“Affiliate”, in relation to a party in this Agreement, shall mean any corporation, partnership, firm, association, person or other juridical entities which is controlled by such party, but only insofar as such control is present. There shall be such control when such party owns, or directly or indirectly controls at least fifty percent (50%) of the common stocks of such corporation, or any other stock, which has provided under its Articles of Incorporation, has the power to vote in the election of its Board of Directors; or in cases where such party possesses the power to direct the affairs or business of the corporation, including the determination of its business policies.

“Background Rights” shall pertain to all intellectual property rights owned or controlled by each party with except intellectual property rights developed, directly or indirectly, pursuant to this Agreement.

“Confidential Information” shall mean any information with regards the business of the parties, including technical information, disclosed by parties or any of its affiliates to the other. Confidential Information shall also include any of the terms and conditions in this Agreement. Exhibits, demonstrations or samples shall have come under the purview of confidential information once communicated to the other party. Confidential information shall also include business information and technical information disclosed by the

representatives of the parties to the other, whether verbally or in writing, which includes but not limited to, marketing plans, business strategies, financial statements and records, contracts with third parties, customer and supplier lists, list of company officers and employees, current and future products or processes, trade secrets, that the receiving party has, in good faith, reasonable belief to consider as confidential in nature and would likely to prejudice the disclosing party in any way whatsoever.

However, the following shall not be considered as Confidential Information:

1. Information known to the receiving party prior to disclosure of the other party by means of publications or other documents and written records that were lawfully acquired by the receiving party;
2. Information forming part of the public domain, or those that are made available to the trade or public, through lawful means, prior to receipt of such information by the receiving party;
3. Information that are not subject to any confidentiality restrictions, received by the party in good faith, from any other third party; and
4. Information developed by the receiving party, or any of its agent or employee, independently of the information received from the disclosing party subsequent to such disclosure.

“Effective Date” shall mean the date the parties have executed this Agreement.

“Generated Intellectual Property” shall mean, all intellectual property rights generated, developed, achieved, occasioned, or formed, either individually or in collaboration, within the term of this Agreement, as a result of the work conducted in relation to or pursuant to the Joint Development Program. Intellectual Property Rights shall include

among others, copyrights, trademarks, patents, patent application, trade secrets and know-how.

“Joint Development Program” shall mean all development and/or assessment or evaluation programs to be conducted by the parties under this Agreement.

“Joint Intellectual Property”, shall mean all Generated Intellectual Property, generated, developed, achieved, occasioned, or formed during the term of this Agreement by any of the representatives, agents, employees or independent contractors of the parties. Nevertheless, Joint Intellectual Property shall not include any intellectual property generated, developed, achieved, occasioned, or formed independently by any of the parties, whether prior or subsequent to the effectivity date of this Agreement, and solely for the purpose of testing by the other in accordance and pursuant to the Joint Development Program.

Settlement of Disputes, Governing Law & Arbitration

- a. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
- b. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
- c. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The

award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.

- d. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
- e. The cost of arbitration proceedings shall be equally borne by both the parties.
- f. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

GOVERNING LAW

The construction and interpretation of the terms and conditions of this Agreement shall be governed by the laws of [COUNTRY OR STATE]. Pertinent International Laws shall also be considered in the interpretation and construction of this Agreement, specifically the laws governing Intellectual Properties.

TERM AND TERMINATION

The effectivity date shall be the date of the commencement of the Joint Development Program, and unless earlier terminated in accordance to the terms and conditions of this Agreement, shall have a term of [NUMBER OF YEARS] to be counted from the effectivity date. Nonetheless, this Agreement may be extended by the parties by if they so agree in writing. Such extension can either be done through an amendment to this section or through a supplemental agreement, a copy of which shall be attached to each of the copies of this agreement.

A material breach of any of the terms and conditions of this Agreement shall constitute a ground for an early termination. Provided, that breach in the warranties concerning matters of confidential nature shall be considered as a material breach.

In no case shall there be a valid termination unless the other party is given a proper notice in writing within [NUMBER OF DAYS] from the discovery of such breach or from the time a knowledge of such breach could have been known, with reasonable diligence, by the party having the right to terminate.

SEVERABILITY

Should any of the provision, terms and conditions, warranties and representations, and other recitals contained in this Agreement be rendered by competent authority to be illegal, invalid or unenforceable, the remaining provision of this Agreement shall not be rendered illegal, invalid or unenforceable, provided that the remaining provision can stand alone and continue to embody the intention of the parties and purpose of this Agreement.

IN WITNESS WHEREOF, on the date hereunder set forth as the effective date of this Agreement, the parties, through their duly authorized representatives, upon affixing their respective signatures; have caused the execution of this Agreement.

[COMPANY NAME]

Name of representative:

Signature:

Date:

[COMPANY NAME]

Name of representative:

Signature:

Date: