

## AGREEMENT ON DESIGNS

This agreement on designs relating to its authorship and ownership is made this ... day of .... (Month).... (Year)

BETWEEN

Vellore Institute of Technology, Deemed to be University, established under Sec 3 of UGC Act, 1956, having address at Katpadi - Tiruvalam Road, Vellore 632014 represented by its Registrar, hereinafter referred to as VIT

AND

The authors of the design described in the Schedule to this agreement, [Authors name, Designation and address], hereinafter referred to as the Authors,

Both are collectively referred to as the parties

1.0 RECITAL:

1.1 Whereas VIT is a higher educational institution and the Authors are either working as faculty at VIT or are / were associated with VIT as student. The Authors confirm and acknowledge that the design, given in the schedule, was created during the course of their engagement with VIT.

1.2 Whereas VIT is desirous of formally recognising the Authors of the design, given in the Schedule, and rewarding them and the Authors agree with the proposal, the Assignment agreement records the terms and conditions of this arrangement.

1.3 Now, therefore, in consideration of the mutual covenants and premises herein contained, the parties agree as follows:

2.0 CONSIDERATION:

2.1 VIT will permit the Authors to be included or added as co-applicants of the design along with VIT in the application for registration of the design by the Indian Patent Office [(IPO) in recognition of their efforts to come up with the design.

2.2 VIT agrees to pay the fees of the IPO and the professional fees associated with the prosecution of the design in full.

2.3 The Authors agree to cooperate and collaborate with VIT in responding to the objections, if any, that may be raised by the IPO and otherwise offer their expertise for the prosecution of the design patent application.

2.4 The Authors agree that VIT have the exclusive right to negotiate with any other party to license the use of the design and the financial terms of the license agreement.

2.5 In case, the commercialisation of the design so requires and even otherwise, the Authors hereby nominate VIT and unconditionally grant an irrevocable power of attorney on their behalf to VIT to sign an agreement of assignment in favour of the person or entity who will be making the payment for the use of the design or otherwise. It is agreed that the assignment so signed will be binding on the Authors and VIT can get the assignment registered with the Indian Patent Office.

2.6 VIT agrees that 60% (sixty percent) of any fee received from the licensee or assignee as royalty or in any other form will be paid to the Authors as reward for authoring the design within 45 days of such receipt. In determining the share of the Authors, the legal expenditure on registration and commercialisation of the design will be reduced from the receipt.

### 3.0 Settlement of dispute

3.1. Any dispute or difference shall be solved amicably by mutual consultation and negotiation.

3.2. In case of failure to solve the dispute or difference by such mutual negotiation, such dispute or difference shall be referred to Arbitration.

3.3. The Arbitration shall be conducted in English language as provided for under

the Arbitration and Conciliation Act, 1996.

3.4. The place of Arbitration shall be Vellore in the State of Tamil Nadu.

3.5. The Arbitrator shall be appointed by the Chancellor, VIT.

3.6. The decision of the Arbitrator is final and binding on both parties.

Signed as of the day above by

For Vellore Institute of Technology  Name and designation of the Authorised official	Author Name : Title : Organization : Address : E-Mail : Phone No. :
	Author Name : Title : Organization : Address : E-Mail : Phone No. :