Terms of Trade for licensing of ----------

Technology Details

Introduction/about the technology/importance/economic benefits etc.....

Licensing terms

- **Nature of License:** Non exclusive (Preferable)/Exclusive
- **Duration of the License:** Two years/Three years
- **Licensing Territory:** India/Abroad
- **License fee:** < 5.00 lakh / > 5.00 lakh
- **Training support:** Up to 2 persons nominated by the licensee shall be trained for a period of up to 3 days @Rs. 10,000 payable at institute. The expenses for boarding and lodging and travel of the licensee personnel shall be borne by the licensee.
- All statutory compliances related to production, sales, transportation, storage and performance of the product in the field to be fulfilled by the licensee.

Role of ICAR-IISS (Licensor):

1. ICAR-IISS grants non-exclusive and non-transferable rights to the licensee.
2. ICAR-IISS will provide detailed know-how of aforesaid technology to the licensee.
3. ICAR-IISS will provide technical assistance to the licensee for execution of the licensed process/technology if required.

Role of Licensee:

1. The Licensee shall obtain and maintain the necessary permissions and approvals from the appropriate authorities for production and sales of the products.
2. The licensee shall at its own cost affix a label or inscribe, in a conspicuous manner on the product and upon container/pack containing the product or its components and spares (whichever applicable), the legend “technology/know-how developed at ICAR-IISS”. Similarly, every advertisement, publicity material etc., in respect of the product shall have/include the same legend in bold letters as aforesaid, in a conspicuous manner.

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3. The Licensee shall not at any time here after claim any other right on the Technology/Know-how during the period of License or thereafter.
4. The licensee on behalf of Director(s)/employee(s) or any of its subsidiary/sister concern/partnership or propriety firm also declare that there is no conflict of interest or any legal implication with the ICAR or any of ICAR institute(s) and if found so the licensing rights would be withdrawn with immediate effect without any notice.

Role of Agrinnovate India limited (AgIn) (Facilitator): (If the licensee amount is >5.00 Lakh)

1. AgIn shall liaise with Licensee and ICAR-IISS to finalize the terms of trade.
2. AgIn shall draft the agreement based on Terms of Trade and get it legally vetted.
3. AgIn shall manage the license fee & royalty and its distribution as per approved commercialization guidelines.

License Fee and Royalty:

1. The Licensee shall pay the license fee of Rs. ------ plus, applicable taxes at the time of signing the agreement to AgIn.
2. The Licensee shall also pay the royalty @ -------% on net invoice value plus applicable taxes on a yearly basis to AgIn. The royalty shall be paid within ---------- of it becoming the due. The royalty payments shall commence when the licensee starts commercial sales or 12 months from the grant of the license, whichever is earlier.

Terms and Conditions:

1. The Licensee shall communicate to AgIn in all the matters related to technology transfer.
2. Any process modification or value addition to the technology by the Licensee will not be allowed in any case without prior written approval of ICAR-IISS.
3. There is no buyback arrangement envisaged in the terms and conditions.
4. The license fee/any other payment once paid won't be refunded in any circumstance/reason.

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