



DRDO Procedures for Transfer of Technology 2025



Directorate of Industry Interface & Technology Management
DRDO Bhawan, Rajaji Marg
New Delhi-110011



DRDO

Procedures for Transfer of Technology

2025

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MESSAGE

सचिव, रक्षा अनुसंधान तथा विकास विभाग
एवं
अध्यक्ष, डीआरडीओ
Secretary, Department of Defence R&D
&
Chairman, DRDO



- 1. Defence Research and Development Organisation (DRDO) plays a critical role in advancing India's technological edge in defence and strategic sectors. In line with DRDO's vision to innovate and develop cutting-edge technologies, this revised Policies and Procedures for Transfer of Technologies - 2025 provides a clear, transparent framework to ensure efficient and legally compliant technology transfers. It aims to facilitate seamless transition of DRDO's innovations to industry partners and government agencies, thereby strengthening the nation's defence capabilities.*
- 2. National security remains the foremost priority, and technology transfer is a vital enabler for equipping our armed forces with state-of-the-art systems. By fostering closer collaboration with a broad spectrum of industry stakeholders, including startups, MSMEs, and large enterprises, DRDO seeks to build a resilient and dynamic defence ecosystem. This collaboration accelerates the development, production and deployment of advanced defence technologies crucial for safeguarding India's sovereignty*
- 3. This document standardises procedures on intellectual property, licensing, and collaboration, promoting transparency and ease of engagement. Through this structured approach, DRDO aspires to transform research breakthroughs into tangible defence assets that bolster national security, support nation-building and contribute to a self-reliant and secure India.*
- 4. My best wishes to Director DIITM and his team for their exemplary efforts in streamlining the Technology Transfer procedures, making them more comprehensive and accessible. I am confident that these improvements will foster greater industry participation within the defence ecosystem, thereby reinforcing our collective commitment towards achieving India's national security objectives.*

Samat

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DEFENCE RESEARCH & DEVELOPMENT ORGANISATION



MESSAGE

The Defence Research and Development Organisation (DRDO) stands at the forefront of India's technological advancements in defence and strategic sectors. Recognizing the pivotal role that innovation and technology transfer play in strengthening national security and fostering indigenous capabilities, it is imperative to establish a comprehensive framework governing the transfer of technologies developed within DRDO.

This revised compilation of **Policies and Procedures for Transfer of Technologies - 2025** has been meticulously prepared to provide a clear, consistent, and transparent guide for all stakeholders involved in the process. It aims to facilitate smooth, efficient, and legally compliant technology transfers that maximize the potential of DRDO's innovations, ensuring these technologies reach industry partners, government agencies, and other authorized entities effectively and responsibly.

The document clearly delineates the principles, criteria, and operational steps governing technology transfer, encompassing intellectual property management, licensing, confidentiality, and collaboration protocols. By standardizing these processes, DRDO endeavors to promote technology commercialization, encourage collaborative development, and accelerate the application of cutting-edge research for the nation's benefit.

I commend the Director, DIITM, and his team for their dedicated and meticulous efforts in developing a comprehensive framework for the Technology Transfer. I am confident that these streamlined procedures will facilitate more efficient and effective transfers of DRDO developed technologies to Indian Industries

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सत्यमेव जयते



एक कदम स्वच्छता की ओर

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MESSAGE

DRDO, through its constituent laboratories, designs and develops advanced systems, products, and technologies to meet the strategic requirements of the Indian Armed Forces. Many of these technologies, including those with dual-use applications and substantial commercial potential, are identified, customized, and transferred to industries for large-scale manufacturing and production. This process equips industries with the expertise to produce military systems that meet stringent quality and performance standards while remaining cost-competitive, as in developed nations, through institutionalized technology transfer mechanisms.

Technology transfer is a complex process requiring a robust procedural framework and sustained support to ensure success. DRDO's Policy for Technology Transfer (ToT) creates a level playing field for private industries alongside public sector undertakings (PSUs), offering technologies at nominal costs and encouraging value addition to foster innovation. As a follow-up to the Policy, issued in February 2025, the revised *DRDO Procedures for Transfer of Technology 2025* introduces innovative measures to expedite transfers while ensuring policy compliance and uncompromised quality. These include reduced timelines, standardized formats for industry assessments and expressions of interest, elimination of lock-in periods for commercial technologies, and a simplified bidding process.

These procedures, further streamlined, strengthen the defence industrial base, fostering self-reliance and growth. I am confident that they will enable industries, particularly Micro, Small, and Medium Enterprises (MSMEs) and startups, to efficiently adopt DRDO-developed technologies, facilitating the production of advanced systems and platforms. I express my sincere gratitude to the Additional Financial Adviser, as well as the Directors and Project Directors from DRDO laboratories, for their invaluable guidance and inputs. I also commend my team at DIITM for their tireless efforts in engaging stakeholders to develop this comprehensive framework.

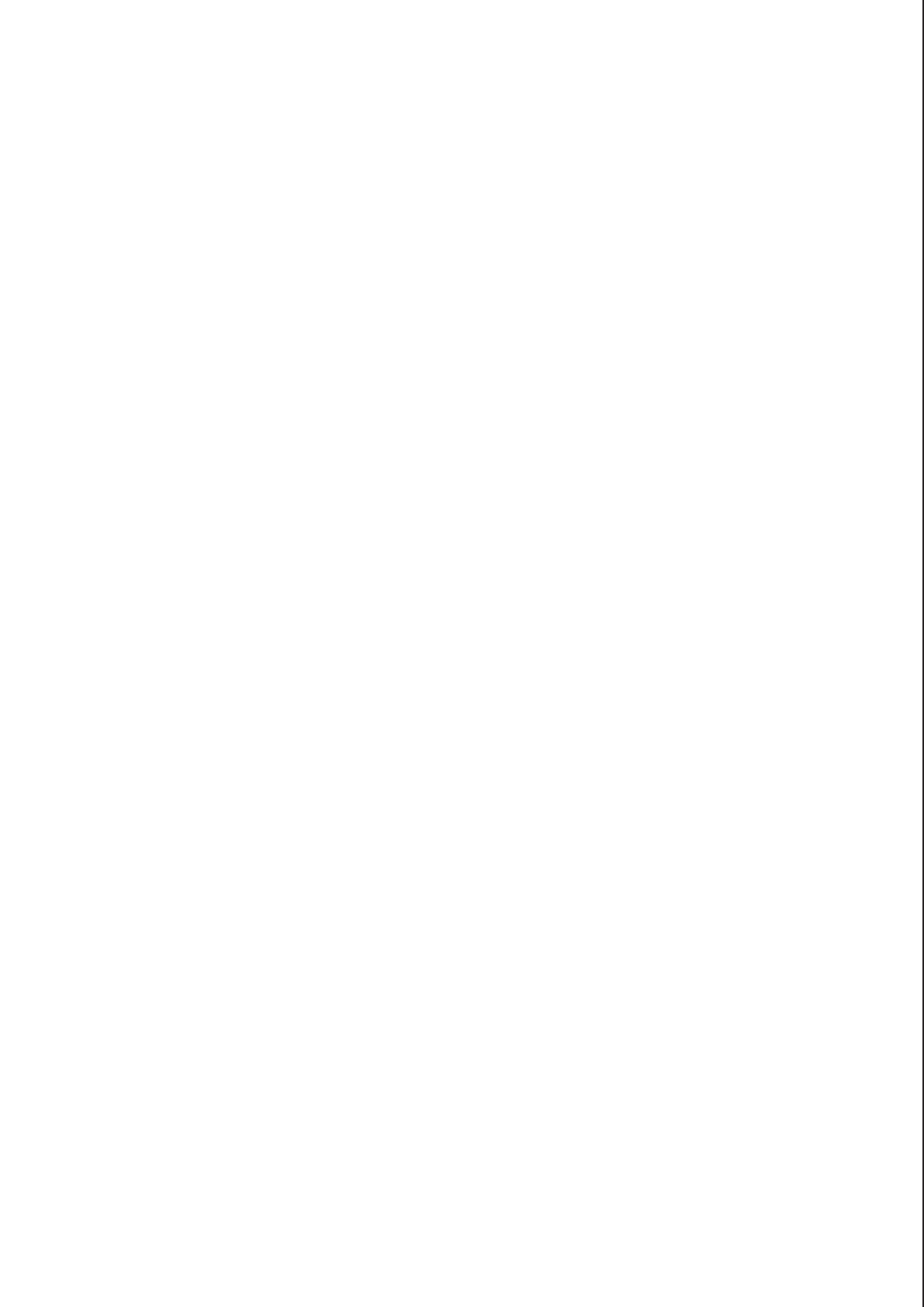
I urge industries to leverage technology transfers to boost the defence manufacturing base in country.

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DRDO Procedures for Transfer of Technology 2025

1. Introduction

- 1.1 To bring uniformity in the processes to be followed, by DRDO Lab/ Estt, for transfer of DRDO developed technologies to Indian industries, First 'DRDO Guidelines for Transfer of Technology' were first issued in June 2015. The various templates and legal agreements, duly vetted by the Department of Legal Affairs, Ministry of Law and Justice and Legal Advisor (Defence) were included in these guidelines.
- 1.2 Subsequently, various SOPs, advisories and amendments were issued by Directorate of Industry Interface and Technology Management (DIITM), DRDO to address the challenges faced by various stakeholders while transferring technologies to Industries. In the year 2019, based on the experience of administering the Transfer of Technology (ToT) process, a new "DRDO Policy for Transfer of Technology" was formulated by DRDO and same was approved by Hon'ble Raksha Mantri in August 2019. Detailed procedures were formulated for implementing the policy and the same were approved by Secretary DD R&D and Chairman DRDO. 'DRDO Policy and Procedures for Transfer of Technology 2019' were promulgated in the public domain in September 2019.
- 1.3 In order to further promote Ease of Doing Business, enable faster ToT to industries and to address aspects like ToT of Software Source Code, Biodiversity Act, Uniform System of Item Identification, Transfer of Technologies Developed Under Grant-In-Aid Scheme and to include provision to Support to Micro, Small Enterprises (MSEs) and expand the defence manufacturing base in the country, DRDO policy for ToT was again revised and same was approved by Hon'ble Raksha Mantri in January 2025. Accordingly, procedures to be followed for implementation of revised ToT Policy 2025 have been updated. This document aims to bring out the detailed procedure to be followed by DRDO Labs/ Estt for ToT as per revised 'DRDO Policy for ToT 2025'.

2. Objective

The objective of this document is to bring out the detailed procedures for Transfer of Technologies developed by DRDO Lab/ Estt to Industry for implementation of 'DRDO Policy for ToT 2025'.

3. Scope

These procedures for Technology Transfer will cover all the technologies as defined in Para 3 of 'DRDO Policy for ToT 2025'.

4. Definitions

- 4.1 **Development cum Production Partner / Production Agency:** Development cum Production Partner (DcPP)/ Production Agency (PA) is an Industry selected for development of system/ technology as per DcPP guidelines of DRDO issued vide letter No. DISB/DPP/27656/P-1/Para-72 dated 15 March 2019, as amended, and being declared DcPP/ PA by DRDO.
- 4.2 **Development Partner (DP):** Industries, which were engaged in development efforts of DRDO for the system/ technology through Development Contracts, as per Chapter 12 of PM 2025, as amended shall be considered as Development Partner. DIITM will be the nodal agency to get approval of DP from Secretary DD R&D and Chairman DRDO.
- 4.3 **Bid:** It is the amount (in Indian Rupees) quoted by the industry as ToT fee for Category 'B' technologies as and when sought by DRDO.
- 4.4 **Baseline Price for ToT of Category 'B' Technology:** 20% of development cost as per Para 6.2 of 'DRDO Policy for ToT 2025'.
- 4.5 **Category of Technologies:** The categorization of technologies will be governed by Para 4 of 'DRDO Policy for ToT 2025'. The two categories of technologies are as follows:
- i. **Category 'A'** – These technologies is military technologies for which Indian Armed Forces/ Ministry of Home Affairs (MHA)/ other government agencies (both Central & State) are the only end users. The ToT of Category 'A' technologies is given to Indian industries for manufacturing in India and sale to Indian Armed Forces and other Govt. Agencies (both Central & State) and also supply to other DcPP/ PA /DP /system /subsystem integrators including supply chain industries, subject to availability of End User Certificate.
 - ii. **Category 'B'** – These technologies are the Dual use technologies (including spin-off technologies) that are not security sensitive and have commercial potential beyond defence applications. The ToT of Category 'B' technologies is given for manufacture and sale in appropriate commercial markets within India and/ or abroad.
- 4.6 **Indian Industry:** ToT will be carried out to Indian Industries which could include incorporation/ ownership models as per Companies Act, Partnership Firm, Proprietorship and other types of ownership models as per relevant laws, complying with besides other regulations in force, and the guidelines/ licensing requirements stipulated by the Department for Promotion of Industry and Internal Trade (DPIIT) as applicable. For products not requiring industrial license, an Indian entity registered under the relevant Indian Law and complying with all regulations in force applicable to that industry will be classified as an Indian industry. For more details and other conditions Refer Para 4.5 of 'DRDO Policy

for ToT 2025'.

- 4.7 **Technology Nomination Form (TNF):** It is the first document, initiated by Lab/Estt as part of proposal for Transfer of Technology to industry. It provides detailed information on the technology status, inventors, usages/ application, number of licenses etc.
- 4.8 **Licensing Agreement for Transfer of Technology (LAToT):** This is the final agreement signed between DRDO and the Industry Partner for ToT.

5. Technology Transfer Proposal (ToT Proposal)

The process of transferring DRDO developed technology to industry will be initiated by the concerned Lab/ Estt by identifying technology to be transferred to Industry for production. Lab/ Estt will prepare a ToT Proposal and forward the same to DIITM with due recommendations of DG (Technology Cluster). DIITM will take the necessary approvals for technology transfer. Activity flow chart for ToT processes for Category 'A' technology are given in **Flowchart 1A** for industries declared as DcPP/ DP/ PA and **Flowchart 1B** for ToT to other industries. Activity flow chart for ToT process of Category 'B' technology to industries is given in **Flowchart 2**. Technology Transfer Proposal will include the following documents: -

- (a) TNF as per **Appendix 'A'** with enclosures as per templates given in **Annexure-I, II & III to Appendix 'A'**.
- (b) Cost Estimation Committee (CEC) recommendations (as per **Appendix 'B'**, and **Annexure-I to Appendix 'B'**).
- (c) Technical Assessment Committee (TAC) constitution Letter (as per **Appendix 'C'**, if applicable).
- (d) Write-up (as applicable) about the technology for publishing on DRDO website to seek EoI from Industry, as per **Appendix 'D'**. Template for Write-up is given in **Annexure-I to Appendix 'D'**.
- (e) Statement of Case with due justification for any deviation or new/ additional aspect (if applicable).

6. Number of Licenses for ToT

Lab/ Estt will recommend the number of licenses for ToT based on, *inter alia*, hand-holding capacity of the Lab/ Estt and likely production quantities *et al*. The same is to be mentioned in TNF. However, it is recommended for Category 'B' technologies more than five (05) licenses may be proposed by Lab/ Estt to exploit *ab-initio* market potential of the technology. Categorization and number of licenses will be approved DG (PC&SI).

7. Changes in Number of Licenses and Technology Categorisation

- 7.1 Cases where approval for technology categorization and number of licenses have already been accorded by the DG (PC&SI), and there is a need to change the number of licenses, Lab/ Estt will forward a Statement of Case (SoC) with due justification and duly recommended by concerned DG (Technology Cluster) to DIITM, for taking approval of DG(PC&SI).
- 7.2 Cases where technology categorization is accorded by the competent authority, and there is a need to change the technology categorization, Lab/ Estt will forward SoC with due justification and duly recommended by concerned DG (Technology Cluster) to DIITM, for seeking approval of Secretary DD R&D and Chairman DRDO.

8. Committees for ToT

To carry out the technology transfer to Industry, it is essential, *inter alia* to workout ToT Fee and finalise terms & conditions of licensing agreement. It is also important to assess the capabilities and capacity of the Industry interested in licensing technology from DRDO. Following committees will be constituted by the Lab /Estt Director to workout ToT Fee, finalise terms & conditions of licensing agreement and also to carry out technical assessment of industry.

- 8.1 **Cost Estimation Committee (CEC):** This committee will be responsible for estimation and recommending the ToT Fee along with other terms & conditions for ToT. CEC will be applicable for all cases of ToT referred at Para 6 of DRDO Policy for ToT 2025. Lab/ Estt Director will constitute CEC as per **Appendix 'B'**. Office of DG (Technology Cluster), IFA and DIITM will nominate their representatives as members for CEC on request of Lab/ Estt. CEC report will be part of the ToT proposal.

8.1.1 CEC report will be approved by the Competent Authority as per Para 6.6 of DRDO Policy for Transfer of Technology 2025.

- 8.2 **Technical Assessment Committee (TAC):** This committee will be responsible for assessing/ short-listing the technically and financially capable industries that can absorb the technology, leading to successful production. TAC will be constituted by Lab/ Estt Director as per **Appendix 'C'**. Office of DG (Technology Cluster) and DIITM will nominate their representatives as members for TAC on request of Lab/ Estt.

- 8.2.1 TAC will give its recommendations based on requirements published on DRDO website for Expression of Interest (EoI) and response received from the industry. TAC will also verify and record the status of a company as Large/MSME/ Startup or any other legal entity permitted as per prevailing

laws and regulations under Govt of India. TAC should diligently verify capability/ capacity of the industry to take up production including the gaps/ deficiencies in the available facilities/ infrastructure declared by the industry and the requirement to absorb technology by industry based on the available information. If required, Industry visit can be done by TAC on need basis. If the industry is already working with any of the DRDO Lab/ Estt in the relevant/ similar field, in which ToT is being offered, Industry visit by TAC may be avoided.

8.2.2 DG (Technology Cluster) is the competent authority for approving the recommendations of TAC. TAC report/ approved recommendations will be valid for six (06) months from the date of approval. In case LAToT is not signed with industry, the industry has to apply a fresh and industry fresh request will be considered based on availability of licenses.

8.3 **Standing Committees for ToTs:** To expedite the ToT process, a 'Standing Committees for CEC and TAC may be constituted by Director of Lab/Estt for giving recommendations on cases of similar technologies/ domain. Such committee will have nomination from DIITM, O/o DG (Technology Cluster), Finance for a period of one calendar year, while Chairman & Member Secretary of committees can be nominated by Director of Lab/Estt to meet the requirement of technology being proposed to be transferred.

9. Technology Transfer to DcPP/ PA/ DP

Technology transfer to DcPP/ PA/ DP will be carried out without any technical Assessment, as these industries were already involved in the development of technology and their capabilities and capacities are known to DRDO. Also, there will be no requirement for hosting technology on the DRDO website for seeking EoI from DcPP/PA/DP. Further, to avoid delays in ToT to industries other than DcPP/ PA/ DP, it is prerequisite to complete the CEC deliberations and forward the CEC report along with such Technology transfer proposals.

10. Legal Agreements

10.1 During the process of ToT, legal agreements are required to be signed between DRDO Lab/ Estt and Industry, before exchanging any confidential information or material with industry. Details of these Legal Agreements which may be entered into are as follows:-

10.1.1 **Licensing Agreement for Transfer of Technology (LAToT):** This agreement is signed between DRDO and the ToT recipient industry and consists of details about the licensing regions, ToT Fee, royalty, period of validity, hand-holding support, arbitration clauses, performance guarantee

and license revocation etc. The template of LAToT to be signed with industry is placed at **Appendix 'E'**.

- 10.1.2 **Confidentiality and Non-Disclosure Agreement (CNDA):** Prior to taking a final decision to obtain ToT from DRDO, the potential ToT recipient industry may wish to carry out 'due-diligence' or visit the Lab/ Estt for a comprehensive understanding of the technology. Thus, to safeguard the Intellectual Property of DRDO, it is essential to enter into a CNDA with the Industry as a prerequisite before sharing any information with industry. The template of CNDA, to be signed with Indian and Foreign Industry, are placed at **Appendix 'F' and Appendix 'G'**, respectively.
- 10.1.3 **Material Transfer Agreement (MTA):** In a few instances, the potential ToT recipient industry, may be interested in obtaining a sample of the developed product so that they can study and assess the nature of technology. In such cases, to safeguard the Intellectual Property of DRDO, it is essential to enter into MTA as a pre-requisite for providing the material to the industry. MTA template to be entered with Industry is placed at **Appendix 'H'**. MTA will always be signed in conjunction with CNDA.
- 10.1.4 The templates of CNDA, MTA and LAToT may be customised to suit the requirement of specific technology with the approval of the Director, DIITM.
- 10.1.5 All legal agreements are to be signed on Rs 500/- Non-judicial stamp papers, the cost of which will be borne by the industry. Only the agreements vetted by DIITM will be shared by the Lab/ Estt with the industry for signing of licensing agreement. A total of three copies of agreements (two on non-judicial stamp papers of Rs 500 each and one copy on plain paper) for each agreement will be ink-signed and stamped by authorised representatives of both parties. 1st copy on non-judicial stamp paper will be retained by the Lab/ Estt and 2nd copy on non-judicial stamp paper will be retained by industry and 3rd ink-signed copy on plain paper will be retained at DIITM.

11. Technology Transfer Document (TTD)

TTD is of utmost importance to facilitate smooth technology transfer to the recipient industry. Therefore, TTD should be well documented, self-explanatory and prepared in such a way that that industry needs minimum handholding support from DRDO to realize a quality product/ system. TTD should be duly scrutinised by the inventor/ responsible division in Lab to ensure completeness. TTD will be approved by project director/ agency designated by Director Lab/ Estt in order to ensure completeness and correctness. The readiness/ availability of TTD, as per the checklist at **Annexure-I to Appendix 'A'**, to be declare in TNF by Lab/ Estt while submitting proposal for ToT to DIITM.

- 11.1 Availability and completeness of TTD with Lab/ Estt is a mandatory and

prerequisite for processing the ToT proposal. Director SQR of respective DG(Technology Cluster) will ascertain (physically verify), that TTD are complete and sufficient for realization of product (intended to be realized through ToT by Industry), before submitting the ToT proposal to DG(Technology Cluster) for concurrence.

- 11.2 One section in TTD should explicitly mention the details of essential infrastructure facilities/capabilities required for the successful technology absorption. Also, wherever possible demonstration setup, with Lab/ Estt must be available before submission of TNF to avoid any time delay in technology transfer.
- 11.3 Lab/ Estt will be responsible for the preparation and classification of TTD, based on sensitivity of technology and classification of project, and should seek due approval of Director Lab/ Estt before handing it over to the ToT recipient industry as per the prevailing rules and regulations of DRDO, Govt of India, as amended. Lab/ Estt should provide the TTD to the industry within one month of the signing of LAToT. Lab/ Estt to ensure that ToT recipient industry must acknowledge the 'Receipt of TTD' and copy of the same to be forwarded to DIITM for record.
- 11.4 ToT recipient industry to follow all security norms and will be responsible for safe custody of TTD to avoid violation of any clause of LAToT agreement.
- 11.5 In the cases where the technology is developed with industry as DcPP/PA/DP, Lab/ Estt must be in possession of all designs, processes and drawings (such as B2S drawings, B2P drawings, manufacturing drawings, process drawings process flow charts, QAP, etc including those that are created by industries) before initiating the ToT proposal so that ToT can be carried out to other industries.
- 11.6 Labs/ Estt are required to transfer AHSP as per 'DRDO policy for AHSP' to CQA/ DGQA/ or any other agency. AHSP is only for Quality Assurance/ Quality Control and not for divulging any details of technology to any third party without prior written permission of DRDO. Lab/ Estt to ensure the same while transferring AHSP.

12. Technology Linkage and Status

- 12.1 A hierarchical or tree diagram is a visual representation illustrating the structure and hierarchy of a System/ Project/ Task of technology with their linkages and its status. It begins with the main Project/ Build-up Activity or both at the top, branching downward into major Sub-systems/ Activities/ components or Sub-tasks.

- 12.2 Lab /Estt will prepare technology hierarchical/ tree diagram indicating the TRLs, IPR status, number of industries as supply chain, ToT status etc. This document is part of ToT proposal and to be attached with TNF. Template on the same is given in **Annexure II to Appendix 'A'**.

13. Payment of ToT Fee, Royalty and Handholding Charges

- 13.1 Approved ToT Fee (excluding GST, as applicable), Royalty (as applicable) and handholding charges (if any) will be deposited by the industry through SBI e-MRO portal (<https://www.onlinesbi.sbi/sbicollect>) in favour of the concerned CDA/ PCDA (R&D) of the Lab/ Estt under code head 01/855/00. Detailed payment procedure through e-MRO is given at **Annexure-I to Appendix 'E'**.
- 13.2 In case of stage payments as per Para 6.1(iii) of DRDO Policy for Transfer of Technology 2025, templates for Bank Guarantee and Indemnity Bond (as applicable) are given in **Annexure-II and Annexure-III to Appendix 'E'**, respectively.
- 13.3 Goods and Services Tax (GST) over and above ToT Fee, Royalty or any other charges will be payable by the industry directly to the GST authorities on Reverse Charge basis. Royalty will be chargeable as per Para 6.3 of DRDO Policy for ToT 2025.
- 13.4 Lab / Estt will be responsible for maintaining record of payment of ToT fee, Royalty and handholding charges and applicable GST. Also, in case of stage payments, concerned Lab/ Estt would be responsible for maintaining records of Bank Guarantee/ Indemnity Bond (as applicable) and take suitable action, well in time, as deemed necessary for extension/ encashment of Bank Guarantee/ Indemnity Bond.
- 13.5 The concerned Lab/ Estt will provide the statement of ToT fees, Royalty and handholding charges received in the financial year to DFMM, DRDO HQ for record purpose with a copy to DIITM for information.

14. Uniform System of Item Identification

The information of NATO Commercial and Government Entities (NCAGE) number of respective Lab/ Estt to be filled in TNF. NCAGE application form is available at <https://ddpdos.gov.in/form/ncage-form>. Any support/ clarification in respect of NCAGE number, DRDO Lab/ Estt to coordinate with DQRS, DRDO HQ. NCAGE number is also linked in clause 6.13 of LAToT.

15. ToT of Products/ Technology involving Biological Resources

The Biological Diversity Act, 2002, as amended, defines “biological resources” as plants, animals and micro-organisms or parts thereof, their genetic material and by-products (excluding value added products) with actual or potential use or value, but does not include human genetic material. ToT of Product/ Technology involving biological resources (attracting Biological Diversity Act) requires an agreement to be signed with the National Bio-diversity Authority by the concerned Lab/ Estt before initiating ToT proposal and to be part of ToT proposal as part of TNF. The template of agreement on access to biological resources and/or associated knowledge for commercial utilization is given at **Enclosure-I** for reference only. The notifications issued by the National Bio-Diversity Authority can be accessed via link <https://absefiling.nic.in/NBA/loggedInAs/notifications>. DRDO Lab/ Estts will coordinate with ER&IPR, DRDO HQrs for sharing of royalty/ fee and any clarification on this aspect. For ToT where cases Product/ Technology involves biological resources, an additional clause at Para 6.14 of LAToT to be included, for compliance with the Biological Diversity Act 2002, as amended.

16. Intellectual Property Rights

Intellectual Property Rights (IPR) will be governed by Para 12 of DRDO policy for ToT 2025. The IPR for technologies under ToT are further briefed below:

- 16.1 **ToT of Technology developed through Development Contract:** Design, Development and Fabrication contracts must adhere to provisions of IPR in Procurement Manual 2025, as amended, and as per provisions of DRDO's IPR policy.
- 16.2 In cases **where IPR is jointly owned by DRDO and DcPP/ PA/ DP**, there should be an agreement of IPR sharing, reflected either in contract or as a separate agreement, either on overall percentage sharing basis or sub-system basis. Even where joint IP rights are accepted, DRDO/ MoD/ Gol reserves the right to transfer technology to other industries to develop an alternate source. In such cases it would be mandatory for DcPP/ PA/ DP to transfer the know-how of the technology to the agency designated by DRDO. However, in such cases DcPP/ PA/ DP would be entitled to receive license fee/ royalty as per mutually agreed terms.
- 16.3 In case, where complete IPR of certain sub-system rests with industry and DRDO has not funded in creation of IP, there should be an agreed pricing of these subsystems. In such cases, DcPP/ PA/ DP will agree and supply the subsystem throughout the life cycle of the developed system.

17. Methodology for Transfer of DRDO Developed Technologies

The following steps will be followed for ToT of DRDO developed technologies on **non-exclusive** basis to Industry:

17.1 Identification of Technology for ToT

First step in technology transfer is to identify technology by Lab/ Estt by accessing the readiness level and it's potential use (likely business and end User). Lab/ Estt will also access requirements (infrastructure, knowledge/ skill set etc) for production, Technology Absorption Certificate (number of samples, tests, protocols etc) and any other specific requirement for transferring technology to industry. The Lab/ Estt to ensure the following before initiating a ToT proposal:-

- (a) Availability of Technology Transfer Documents (TTD) with the Lab/ Estt. Refer **Appendix-I to Annexure 'A'** for details and ownership of IPR of technology being considered for transfer.
- (b) For cases where ToT to be done to DcPP/PA, approval letter declaring industry as DcPP/ PA issued by DISB, is to be enclosed with ToT proposal being forwarded to DIITM.
- (c) For cases where ToT to be done to DP, the approval letter declaring industry as Development Partner (DP) is to be enclosed with ToT proposal being forwarded to DIITM. However, cases where, DP is not declared yet, SoC (highlighting the procedure followed and mode of tendering) with concurrence of DG (Technology Cluster) to be forwarded to DIITM for seeking approval of Secretary DD R&D and Chairman DRDO to declare industry as DP.

17.2 Constitution of ToT Committees and Arriving at ToT Fee and other Terms & Conditions for ToT

- 17.2.1 Director Lab/ Estt will constitute CEC to workout ToT fee for Category 'A' or to estimate Baseline Price for Category 'B' technology and other terms & conditions for ToT proposal. For cases of category 'B' ToTs, a follow-up CEC meeting will be called to finalise the ToT Fees after seeking EoI/ Bid from industry (in case, number of received bids are less than five (5) in response to EoI), as per Para 6.2 of DRDO Policy for ToT 2025.
- 17.2.2 If Source Code needs to be transferred along with Software, ToT Fee to be worked out separately as per Para 8.1 above and Annexure-I of Appendix 'B' for CEC.
- 17.2.3 Director Lab/ Estt will also constitute TAC for assessing/ short-listing the

technically and financially capable industries that can successfully absorb the technology, leading to the production of the DRDO developed system/ product. Refer Para 8.2 above and Appendix 'C' for TAC constitution.

17.3 Preparation of ToT Proposal

Lab/ Estt will prepare ToT proposal, with TNF, CEC Report, TAC constitution letter and Statement of Case (if applicable) and short write-up about technology (without divulging any sensitive or confidential information) for publishing on DRDO website to seek Eol from industries. Lab/ Estt will forward ToT proposal, with concurrence of DG (Technology Cluster) to DIITM for obtaining approval of the competent authority as per Para 4.4 and 6.6 of DRDO Policy for ToT 2025.

17.4 Expression of Interest (Eol) from Industries for ToT

Eol will be sought from industry for transfer of technology in the following manner:-

17.4.1 **Category 'A' Technology:** Write-up of technology, for seeking Eol from industries, will be published on DRDO website after approval of the Director, DIITM. The industries interested in ToT are required to submit their response in 'Application cum Industry Assessment Form' as per **Annexure-II of Appendix 'D'**, under covering letter with other supporting documents to Lab/ Estt. Only a copy of covering letter, without any attachments, is to be sent to Director DIITM for information.

17.4.2 **Category 'B' Technology:** Technology will be published on DRDO website after approval of the Director, DIITM for seeking Eol & Bids (ToT Fee) from interested industries. Normally, Eol/ bidding period will be 21 days. Following are to be done for Category 'B' technology.

(a) The industry to submit its response to Eol directly to the respective Lab/ Estt in two separate sealed envelopes by 1700 hrs of bid closing date.

- **1st Envelope: Technical offer**

Industry details in 'Application cum Industry Assessment Form' as given in template in Annexure-II of Appendix 'D', under a covering letter on letter head with all supporting documents.

- **2nd Envelope: Commercial Bid (ToT Fee)**

In sealed envelope, specifying the ToT Fee offered by industry on its letter head.

- (b) Post completion of Eol period, Lab/ Estt will call a follow-up CEC meeting to workout ToT Fees for Category 'B'. If five or more industries have expressed interest for ToT, ToT fees will fixed equal to baseline price as per 6.2(i) of DRDO Policy for ToT 2025 and received bids will not be opened. In all such case sealed bids will be returned to respective industry by Lab/ Estt. However, cases wherein interest received from the industries for ToT are less than five, ToT fees will be highest among received bids from industry and baseline price, as per para 6.2(iii) of DRDO Policy for ToT 2025.

- 17.4.3 **DcPP/ PA/ DP Cases:** The first ToT would normally be given on priority to the industry associated during development, on approved terms and conditions. Cases involving ToT only to DcPP/ PA/ DP can be done directly, without hosting technologies on DRDO website; however, CEC needs to be carried out before submitting ToT proposal to DIITM.

17.5 **Technical Assessment of Industry Seeking ToT**

TAC will assess industries that have responded to Eol/ shown interest in seeking ToT. TAC can hold meeting for compiling the received information and start assessing industries based on responses received post hosting the technology, however first TAC report to be finalised immediately after completion of Eol/ Bidding period. TAC to give its recommendations within 30 days after completion of Eol period. A template for TAC report is given in **Annexure-I to Appendix 'C'**.

- (a) The Member Secretary TAC will convey the outcome of TAC to the industries within 07 days post approvals of TAC recommendations. Also, industries not qualified for ToT are to be communicated along with reason, in order to improve or build its capacities to absorb Technology in future.
- (b) Offer of ToT to qualified industries will be valid for six months from the date of intimation to industry about TAC outcome and within this period ToT fees needs to be paid by the industry qualified. If industry fails to pay ToT fee during this period, industry has to apply again for ToT of the technology and such request will be considered based on availability of license. This aspect to be communicated to the industry in writing by member secretary TAC.
- (c) In cases where licenses are available and industry seeks ToT, same TAC can carry out evaluation of industry. constitution of TAC will be valid for one year from date of publishing Technology on DRDO website. However, in

case of non-availability of member, during its validity period, TAC may be reconstituted or fresh nomination may be sought.

17.6 Sharing of Licensing Agreement

Based on approved terms and conditions of ToT, DIITM will generate the LAToT for industries, within 3 days of receipt of approved TAC report from member secretary, and forward it to concerned Lab/ Estt for sharing it with qualified industries while informing the TAC outcome with industry.

17.7 Payment of ToT Fees and GST

Industry will pay ToT Fees (excluding GST) directly to DRDO through SBI e-MRO portal. GST will be paid on a Reverse Charge Basis directly to GST authorities by industry. If required industry may generate self-invoice for payment of GST. **Refer Para 13 above and Annexure-I to Appendix 'E'.**

17.8 Signing of Licensing Agreement with Industry

LAToT shared with the industry will be signed by DRDO (Lab/ Estt & DIITM) and industry.

17.8.1 Lab/ Estt to forward stamped & ink-signed copies of LAToT to DIITM enclosing proof of payment of ToT Fee (with mobile no entered while making e-MRO payment), GST and also copy of BG/ IB(as applicable). Director, DIITM sign LAToT and accord ToT License number.

17.8.2 Lab/ Estt will be responsible for maintaining the originality of LAToT being signed with vetted copy shared by DIITM and also ensure that no modifications/ changes are made in LAToT.

17.8.3 In case of Stage Payment, the copy of Bank Guarantee (BG) / Indemnity Bond (I-Bond) to be attached with LAToT, before forwarding LAToT to DIITM.

- a) Details of BG/ IB are given in **Annexure-II and Annexure-III of Annexure 'E'**, respectively.
- b) Original copy of Bank Guarantee/ Indemnity Bond is to be retained by Lab/ Estt.
- c) Concerned Lab/ Estt would be responsible for maintaining records of Bank Guarantee/ Indemnity Bond (as applicable) and take suitable action, well in time, as deemed necessary for extension/ encashment of Bank Guarantee/ Indemnity Bond.
- d) Lab/ Estt to ensure that there is sufficient time available for encashment of BG/ IB post their validity period.

Note: LAToT to be signed on Rs 500/- Non-judicial stamp papers, the cost of which will be borne by the industry. Only the agreements vetted by DIITM will be shared by the Lab/ Estts with the industry for signing. Three copies of agreements (two on non-judicial stamp papers of Rs 500 each and one copy on plain paper) will be ink-signed and stamped by authorised representatives of both parties. 1st copy on non-judicial stamp paper will be retained by the Lab/ Estt and 2nd copy on non-judicial stamp paper will be retained by industry and 3rd ink-signed copy on plain paper will be retained at DIITM.

17.9 Handing over of Technology Transfer Document (TTD) and Handholding

- 17.9.1 Lab/ Estt will handover TTD to ToT recipient industry, within 30 days of signing of LAToT (refer Para 11 above).
- 17.9.2 After handing over TTD, Hand-holding support will be provided by concerned Lab/ Estt to licensee industry as per Para 8 of DRDO policy for ToT 2025 for duration as approved by competent authority. For providing handholding beyond free handholding period for Category 'A' and any handholding for Category 'B', Industry to be charged as per para 8 of DRDO Policy for ToT 2025.
- 17.9.3 DIITM will update the 'List of technologies available for ToT', published on DRDO website, as and when LAToTs are signed with the industries and no more license are available for ToT. In case, additional licenses are approved, technology will be rehosted on DRDO website for seeking Eol from interested industries.

18. Technology Absorption Certificate

Technology absorption certificate confirms that industry has successfully absorbed the technology and can manufacture product as per LAToT/ TTD. When the industry meets the criteria/ requirements related to product realisation as mentioned by Lab /Estt in Eol or communicated to industry during TAC and specified in TTD, industry may approach Lab/ Estt for Technology Absorption Certificate. Lab/ Estt should promptly process the request of industry, within 15 days, and forward the case to DIITM as per format given at **Annexure-I to Appendix 'J'**. Technology Absorption Certificate will be issued by DIITM, DRDO HQ on the basis of recommendation of the concerned Lab/ Estt, based on industry request. Template of Technology Absorption Certificate is given at **Appendix J**. However, for AoN accorded cases DG(PC&SI) will be the competent authority for approval before issuing Technology Absorption Certificate to industry. Lab may provide the support to industry as per provisions under 'Deposit Work Guidelines' issued by DFMM, DRDO HQ for testing and evaluation of samples submitted by industry regarding technology absorption.

19. Renewal/ Extension of Licenses

19.1 The LAToT may be renewed/ extended, as per provision under Para 11 of DRDO Policy for Transfer of Technology 2025. Lab/ Estt will initiate the process of renewal/ extension of ToT license on receipt of request from the concerned industry within the stipulated time period as per signed MoU/ LAToT. The renewal/ extension process of the LAToT is shown in **Flow chart-3**.

19.2 Director of Lab/ Estt will constitute a committee as follows:

Chairman	:	Scientist 'F' or above from the Lab/ Estt
Members	:	Representative, DG (Technology cluster)
Member	:	Representative, IFA
Member Secretary	:	Representative, Lab/ Estt (Senior Scientist)

Terms of reference of Committee: -

- i. The committee will consider the authority of MoU/ LAToT based on documents/ information available.
 - ii. **'No' dues** from the Licensee on part of ToT fees, Royalty and Goods & Service Tax GST (as applicable).
 - iii. Statement of timely payment of Royalty, QA-QC Charges and GST (as applicable), duly certified by the Company's Chartered Accountant.
 - iv. Satisfactory past performance to be certified by Lab/ Estt.
 - v. User Feedback (if available).
 - vi. Consider diligently while recommending renewal, the reason provided by licensee regarding non participation/ submission of quotation(s) for RFP/ tenders issued by various procuring agency including MoD/ GOI. And give appropriate reason for recommending renewal in all such cases.
- 19.3 The concerned Lab/Estt will forward the recommendations of the committee to DIITM, after due approval by DG (Technology Cluster). Based on approval of DG (Technology Cluster) a fresh LAToT will be generated to comply with latest policies and procedures in vogue and to be signed between DRDO (Lab/Estt & DIITM) and Industry.
- 19.4 **Category A Technologies:** Renewal/ Extension of License for Category 'A' technologies will be carried out without charging any renewal fees.
- 19.5 **Category 'B' Technologies:** In cases where LAToT were signed before promulgation of 'DRDO Policy for ToT 2025', Renewal/ Extension of License

will be carried out one time free of cost, provided complied with terms and conditions of LAToT. However, subsequent renewal shall be done on payment basis equal to last ToT fee paid by the Industry requesting the extension. For cases where LAToT is signed after promulgation of DRDO Policy for Transfer of Technology 2025, Renewal/ Extension of License will be carried out on payment of renewal fee (equal to amount paid as ToT fee by licensee Industry), refer Para 11 of DRDO Policy for Transfer of Technology 2025.

20. Support to SME and Startups

- 20.1 TAC will consider EoI received from Startups for ToT. Startup needs to be approved by DPIIT, Govt of India. As startup could be newly formed entity, hence, Startup will be required to submitted their project proposal including business plan, documents in support of knowledge in relevant domain, availability of funds and details of funding agency/ body, purpose and importance of technology being requested etc. as deemed necessary. Accordingly, TAC will evaluate the startup and give its recommendations for ToT to such Startup.
- 20.2 To provide necessary support for enhancing the capabilities and to reduce financial burden on Micro, Small Enterprises and Startups for technology development, through developmental activities of DRDO, for such technology development, ToT of DRDO developed feeder technologies may be given to these industries at 50% (half) of ToT fee. Refer Para 17 of DRDO Policy for ToT 2025.

21. Formalization of Informal ToT Carried out in Past

For Category 'A' technologies, informal ToT done in past, will be regulated as per the provisions of Para 6.7(iv) of DRDO Policy for ToT 2025. TAC will not be required for such cases. For formalization of informal Technology transferred in the past, The following clause will be added in LAToT and it will replace clause 8.1 and sub-clauses 8.1.1 to 8.1.3:-

“The technology transfer of this technology was effected in _____ (year) by way of MOU/ transfer of document. The present LAToT is to formalise the same. The 'NIL' ToT fee is chargeable for this technology. Also, 'NIL' royalty will be chargeable for the orders which are already executed or currently under execution or repeat orders placed before 31st Dec 2017. However, royalty @ 0% will be chargeable for supply to Services/ MHA/ other Govt of India agencies and 2% for export (subjected to due approval of DRDO/ MoD), respectively for new supply order between 1st Jan 2018 and 31 Aug 2024. 'Nil' Technology Transfer Fees payable at the time of signing of Agreement for entering into Licensing Agreement for Transfer of Technology.”

22. ToT of system/sub system High Energy Materials

- 22.1 ToT of Defence Products/ Items/ High Energy Materials / components/ systems (involving explosives/ propellants/ Pyro-materials/ etc) will be carried out to the industries complying with mandatory requirements mentioned in Para 9 of DRDO Policy for ToT 2025 along with other essential requirements like License from DPIIT, PESO etc.
- 22.2 In the interest of fostering Indian defence ecosystem and to have a large number of industries for production of indigenous technologies, industry who has expressed interest to be considered for ToT of DRDO developed and not holding PESO license or infrastructure for processing explosives, may be considered by TAC subjected to industry has an legally valid agreement, for fulfilment and delivery of production order to the end user, with another company complying licensing requirements.

23. ToT of System/Subsystem Developed under Deposit Work (DW)

DRDO supports industry by providing design consultancy, prototype development, testing etc. under framework of Deposit Work guidelines of DRDO. As per these guidelines, all the expenditure to be borne by industry for any development task undertaken by DRDO on request of industry. ToT for such developed technology to the industry, who has paid for development, is to be given without charging ToT fee. It is expected that Lab/ Estt will not incurred any additional expenditure in such project, however, if any, addition expenditure is made by Lab/ Estt for execution of given project, the same should be charged before signing LAToT with industry who have paid for given deposit work. If any other industry also approaches DRDO for similar/ same technology support, industry to be charged as per Deposit Work guidelines. Post completion of technology development LAToT will be signed with industry without charging ToT Fee.

24. Supply Chain

- 24.1 In major systems/ platforms, there may be more than one industry involved in the production of the sub-systems. In cases, where technology of the DRDO developed subsystem(s) is held with the industries, such subsystem needs to be sourced from these ToT holder industries only. In general, the supply chain established by DRDO, should not be disturbed by the industry who is DcPP/DP/PA or ToT holder for the complete system. The supply chain developed by DRDO will be given preference by the licensee industry for sourcing components/ subsystems. However, in case the supply chain industries, developed by DRDO, is not able to match quality/ quantity/ schedules/ cost competitiveness etc, the licensee industry may develop additional industry as supply chain after obtaining necessary approval from concerned DRDO Lab/ Estt.

24.2 ToT holder industry are responsible to provide the production and necessary maintenance, repair and life cycle support to the User. Industry to provide Support & Service Manual, duly vetted by Lab/ Estt to User. These manuals should have details of maintenance schedules, spares, troubleshooting, etc.

25. End-User Certificate

To support smooth supplies and ensure end use confirms to Licensing Region (specified in the LAToT), supply chain/ sub system ToT holder industry must seek End-User Certificates (EUC) from the DcPP/ PA/ DP or other industry before supplying the component, subsystem, sub-assembly etc to them for further integration with other DRDO developed systems/ subsystems. Such supplies will be subjected to approval by concerned Lab/ Estt. The template of EUC is given in **Appendix 'K'**.

26. Export

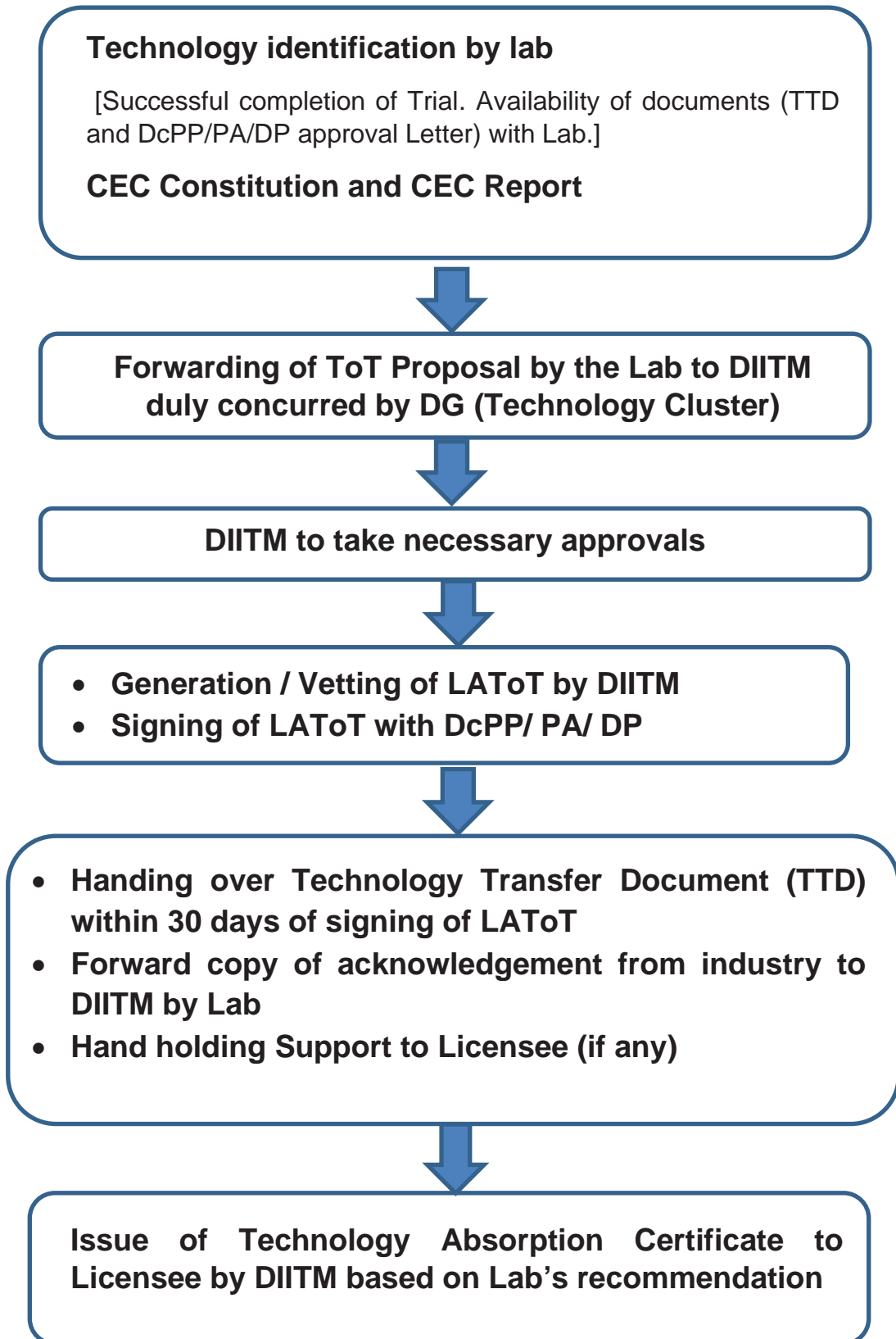
Export of the products/systems based on DRDO developed technologies to friendly foreign countries is subjected to prior written approval /permission of DRDO/ MoD as per Govt of India policy/ guidelines.

27. Exception/ deviation

Attempts have been made to cover all possible procedures for ToT. However, if the need arises in future that doesn't get covered through these procedures or in case of exception/ deviation; such cases would be dealt separately on a case-to-case basis with approval of Secretary, Department of Defence (R&D) and Chairman DRDO.

Flowchart 1A

Flowchart for ToT to DcPP/PA/DP of Category 'A' Technology



Flowchart 1B**Flowchart for ToT of Category 'A' Technology to Industry other than DcPP/ PA/ DP**

Technology identification by lab (Successful completion of Trials and availability of Technology Transfer Document (TTD) with Lab).

CEC and TAC Constitution. CEC Report

Forwarding ToT Proposal by Lab/ Estt to DIITM duly recommended by DG (Technology Cluster) [Refer Para 5]

DIITM to take necessary approvals for Categorisation, number of licenses, ToT Fees and other terms and conditions of LAToT (5 days)

Hosting of Technology on DRDO website for seeking EoI from industries with approval of Director DIITM. EoI period Minimum 21 days

1st TAC report within 30 days after EoI period. TAC outcome to be intimated to all industries within 7 days after approval by competent authority. The validity of approved TAC report will be 6 months

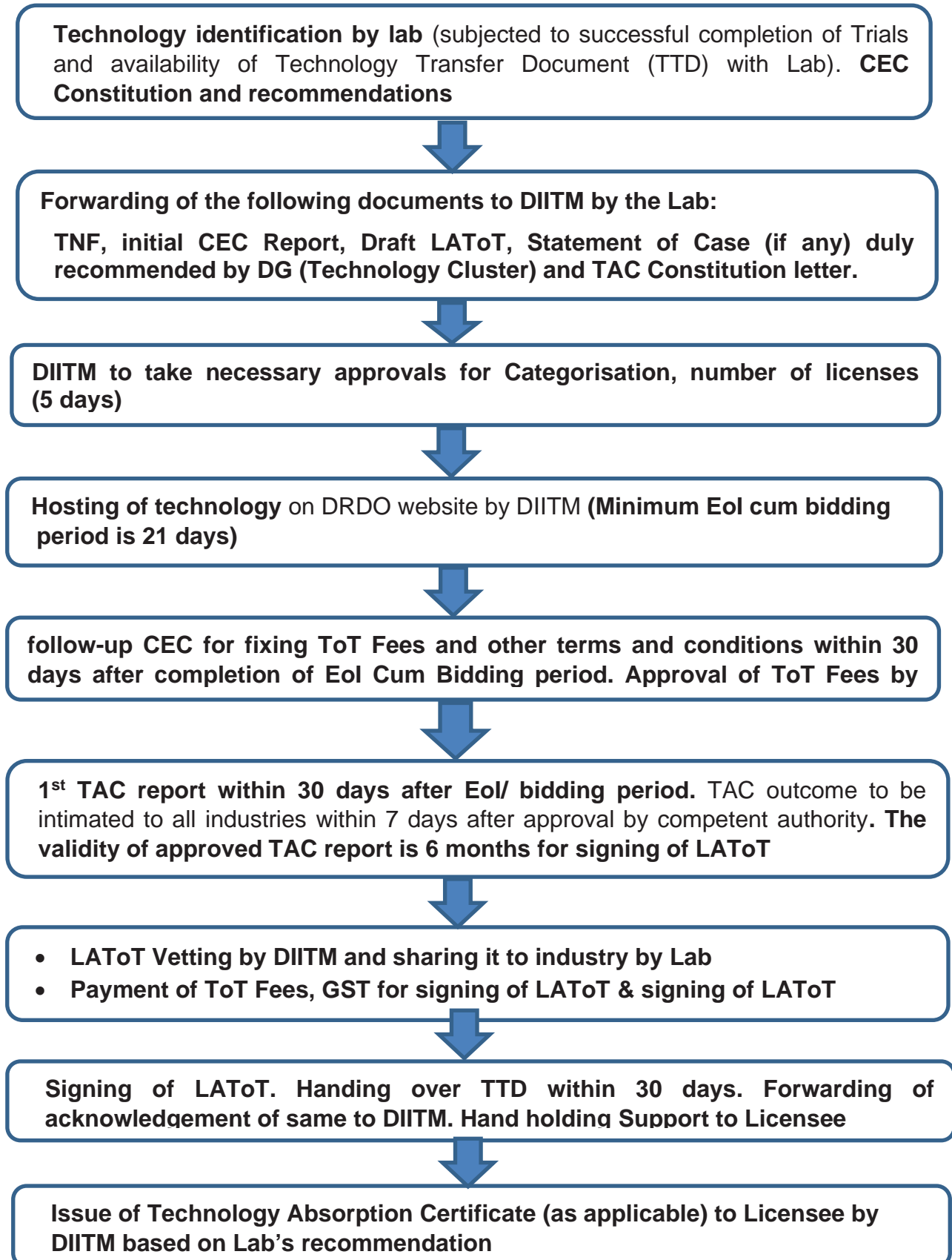
LAToT Vetting by DIITM and sharing it with industry by Lab
Industry to make payment of ToT Fees, GST and providing BG/ IB for signing LAToT

Signing of LAToT. Handing over TTD within 30 days and forward acknowledgement to DIITM, Hand Holding Support to Licensee

Issue of Technology Absorption Certificate, as applicable, to Licensee by DIITM based on Lab's recommendation

Flowchart 2

Flow Chart for ToT of Category 'B' Technology



Flowchart 3

Renewal/ Extension of Licenses

Lab/Estt will constitute a committee to analyse and give recommendations on request of industry for renewal/ extension of License, based on following documents: -

- Receipt of Request for Extension/ Renewal
- No pending dues (ToT Fees, Royalty, etc.)
- Feedback of User (as applicable)
- Satisfactory past performance to be certified by Lab/Estt



The committee recommendations duly approved by DG (Technology Cluster) to be forwarded by the Lab/Estt to DIITM for issuing suitable amendment or to share a fresh vetted copy of LAToT to be signed with Licensee.

- LAToT of Category 'A' technologies will be renewed/ extended free of cost.
- LAToT of Category 'B' technologies will be renewed/ extended on payment basis.

APPENDICES

Appendix 'A'

Technology Nomination Form (TNF)

**Technology
Number**

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(To be filled by DIITM, DRDO HQrs)

1. Name of DRDO Lab(s)/Estt(s) :

(a) NCAGE Number (refer section 14 of DRDO Policy) :

(b) Centre/ Technology Directorate

Details of Other participating Lab (if any)

2. Name of Technology :

(a) Specify Technology Transfer is for : Design/ product/
process/
subsystems/
system/ platform/
MRO/ others

(b) Specify proposed Category of the Technology :
category 'A' or category 'B' (Refer Para 4.1
of DRDO Policy for ToT)

(c) Specify following details about technology:

i. Technology Readiness Level (TRL):

As per Directives for Project Formulation and Management in
DRDO (DPFM 2021)

ii. Has DRDO licensed this innovation to be used in any commercial activity or product? Yes/ No

If you answered Yes to please elaborate on the nature of the license granted by DRDO for this commercial purpose.
(Exclusive/ non-exclusive, number of licenses, market penetration, Indian/ Foreign licenses etc.)

iii. Proposed ToT involves “biological resources” as plants, animals and micro-organisms or parts thereof, their genetic material and by-products (excluding value added products) with actual or potential use or value, but does not include human genetic material. Yes/ No

- iv. (If Answer is 'Yes', Status of Agreement with National Biodiversity Authority. Refer section 1.6.5)
3. Is ToT to be given to DcPP/PA/DP only? (Fill the following details if answer is 'Yes') Yes/ No
- (a) Enclosed approval letter issued by DISB for DcPP/ PA or approval letter from DG (Technology Cluster) for DP Yes/ No
- (b) Name(s) DcPP/ PA for this technology
4. Total number of licenses proposed for ToT to industries including DcPP/DP/PA. ___number
5. CEC minutes enclosed with TNF? Yes/ No
6. Publish technology on DRDO website for information in public domain for seeking Eol form industries other than DcPP/ PA/ DP Yes/ No
- If answer is 'Yes' copy of Eol as per format given in **Annexure-I and Annexure-II to Appendix 'D'** and soft copy of same to be forwarded to DIITM via DRONA email diitm@hqr.hqrdom in MS office *.docx format only Yes/ No
 - If answer is 'No', A statement of case with due justification enclosed with TNF
7. TTD is available with Lab/ Estt for ToT as per checklist given in the **Annexure-I to Appendix 'A'** Yes/ No
8. TAC constitution letter enclosed with TNF (if applicable) Yes/ No

Section 1: Contact Information

9. Core Team Members (Name & Rank):
10. Support Team Members (Name & Rank):
In any case Core Team Members can't be more than support team members
11. Key Inventor Contact (Scientist Responsible):
- Title:
- First name: Last name:
- Telephone: Mobile Phone:
- Fax:
- DRONA email:
- Internet Email:

12. Administrative Contact (ToT cell/ Tech coord , POC):

Title:

First name:

Last name:

Telephone:

Mobile Phone:

Fax:

DRONA email:

Internet Email:

13. Lab Director

Title:

First name:

Last name:

Telephone:

Mobile Phone:

Fax:

DRONA email:

Internet Email:

Section 2: Technical Description

14. (a) Explain (in simple terms) the problem / situation for which this innovation was created and how this innovation addresses or solves the problem (Limit your problem description to 150 words or less.)

(b) **This information will become part of LAToT. General information to be included without revealing security sensitive information.**

(i) Application of Technology (Para 1.2 LAToT, describe in 25 words or less)

(ii) Technology/ Product description (Para 3 of LAToT, describe in 500 words or less)

Section 3: Development details

15. (a) Type of Project/ Build-up activity

i. Technology developed using sanctioned Project, Build-up funds or both

ii. Number of objectives of the sanctioned project

iii. Is there any fund sharing by industry in development. Any other

cost borne by industry engaged in development.

- (b) Project Sanction cost/ Development cost and Status of Administrative closure report
- (c) Name of Development Cum Production Partner (DCPP) / Production Agency (PA)/Development Partner (DP) industry(ies)
- (d) Value of contract with DCPP/ PA/DP

Section 4: Intellectual Property Status

16. Statement that there is no IPR violation of anybody/ any other agency.
17. Specify the IPR share of system and major subsystems. Also, mention if any exclusive IPR rests with any agency/ industry for system/ subsystem in supply chain. Also enclose details as per Annexure-II.
18. Has this innovation been granted any patents? (Tick the correct choices)
- | | |
|--|---|
| <input type="checkbox"/> No Indian patents have been granted | <input type="checkbox"/> No foreign patents have been granted |
| <input type="checkbox"/> Patent has not been filed | <input type="checkbox"/> A foreign patent is pending |
| <input type="checkbox"/> An Indian patent is pending | <input type="checkbox"/> A foreign patent has been granted |
| <input type="checkbox"/> An Indian patent has been granted | <input type="checkbox"/> Patent has not been filed |
19. List the patents that have been granted to this innovation (if any). Attach a copy of the abstract pages of any applicable patents that were mentioned in this section.

Section 5: Certifications

It is certified that the above information about the Technology Nominated for Transfer of Technology is correct and no Security Sensitive/ Confidential and Proprietary information has been provided.

Checklists given in Annexure-I, Annexure-II and Top-down Diagram of a Sanctioned Project or Build-up Activity as per the template in Annexure-III are enclosed

Innovator's Signature

POC Signature

Recommended/ Not Recommended

Lab Director

Signature :

Name :

Designation : Director, Lab

Date

20. It is verified that complete TTD is available with Lab. _____

[Signature of Director SQR, O/o DG(Technology Cluster)]

Concurred / Not Concurred

DG (Technology Cluster)

Annexure-I to Appendix 'A'

Technology Transfer Document (TTD) Checklist

The “**Name of the Lab/ Esst**” certifies that the TTD, as per the template mentioned below, is ready with the Lab/ Esstt at the time of forwarding the Technology Nomination Form:-

Sl. No	Entity	Hardware	Software
i.	Documentation	Yes	Yes
ii.	Essential details/ drawings for know how	Yes	if applicable
iii.	Relevant Engineering drawings	Yes	if applicable
iv.	Manufacturing drawings & Flowchart	Yes	if applicable
v.	Essential Process details	Yes	if applicable
vi.	Process Parameters	Yes	if applicable
vii.	QAP	Yes	Yes
viii.	Bill of Materials	Yes	Yes
ix.	Details of Packaging/ handling	Yes	Yes
x.	List and Quantity of important spares (if any) and frequency of replacement	Yes	if applicable
xi.	Document Classification	Yes	Yes
xii.	Criteria to issue TA Certificate (if any)	Yes	Yes
xiii.	Maintenance, Repair, Overhaul (MRO) details	Yes	Yes

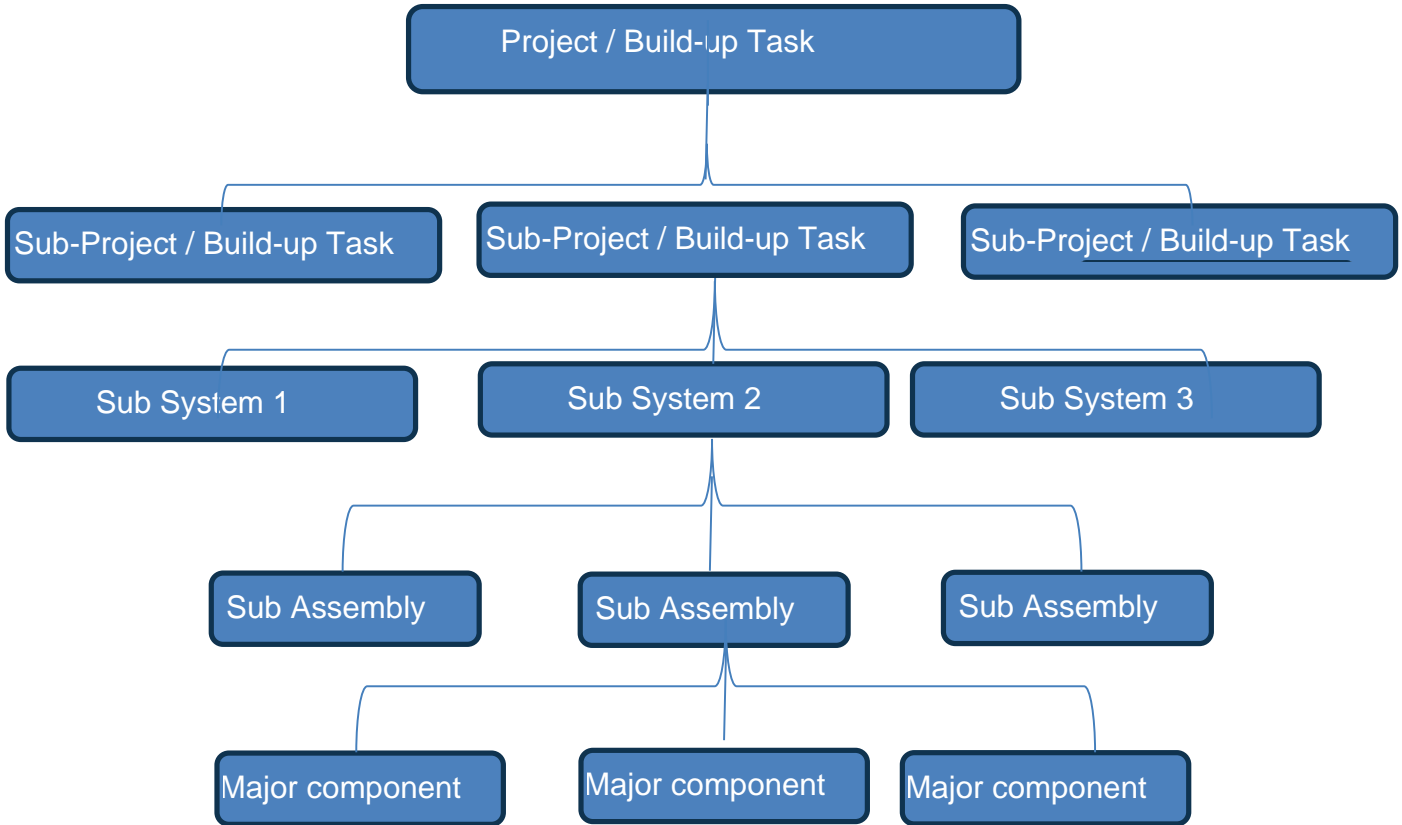
If necessary, additional parameters may be added to the checklist by the Lab/ Esstt as per the requirement. This checklist will be attached to the Technology Nomination Form as an Annexure-I

Signature

(Name & Designation)

Annexure-II to Appendix 'A'

Technology Linkage and Readiness Status



Note: specify the following in the respective blocks

- Name of the Project/ Build-up Activity/ System/ Subsystem/ component
- IPR status in the respective block
- Details of Industries engaged in development/ fabrication
- TRL levels
- ToT Status

Signature
(Name, Designation)

Annexure-III to Appendix 'A'

Checklist

S. No	Documents	Remarks
i.	Covering Letter	
ii.	Technology Nomination Form (all field are filled)	
iii.	Annexure-I and Annexure-II attached with TNF	
iv.	CEC recommendations attached with all necessary linked documents/ attachments.	
v.	TAC constitution Letter	
vi.	EoI to be published as per Appendix D and in Template given in Annexure VI (if applicable)	
vii.	Statement of Case (SoC)/ Justification (if applicable)	
viii.	DcPP/ PA letter issued by DISB (if applicable)	
ix.	In case of ToT to Development Partner, copy of development Contract.	
x.	Agreement copy with National Biodiversity Authority, in case system/ Product/ technology attracts Biodiversity Act.	
xi.	Any other document deemed necessary other than (i) to (x) above.	

(Signature)
(Name & Designation)

Appendix 'B'

Cost Estimation Committee (CEC)

The CEC would be constituted by the Lab/ Estt Director, nominations will be taken from the concerned DG (Technology Cluster), Finance and DIITM. To avoid delays in ToT to industries, it is prerequisite to complete the CEC deliberations and forward the CEC report along with such Technology transfer proposals. The CEC committee constitution and its terms of reference are given below:-

Chairman CEC	: Scientist G or above
Members	: Representative, Integrated Finance
	: Representative, DIITM
	: Representative, DG (Technology Cluster)
Member Secretary	: Representative, Lab/ Estt (Scientist Project Team)

Note 1: Chairman can co-opt the any other member, as deemed necessary

Note 2: In case where Director is Chairman of CEC, CEC would be constituted with the approval of DG (Technology Cluster)

Terms of reference of CEC are as follows:-

- a) ToT Fee to be estimated as per Section 6 of DRDO Policy for ToT 2025 for both Category 'A' and Category 'B' technology.
- b) In case, where source code also needs to be transferred to the industry, additional ToT Fee for source code to be estimated, as per provision under Para 16 of DRDO Policy for ToT 2025. (Refer **Annexure-I to Appendix 'B'**).
- c) For developmental activities of DRDO, ToT of DRDO developed feeder technology to Micro, Small Enterprises and Startups engaged in development to be arrived at 50% (half) of estimated ToT fee as per provision under Para 17 of DRDO Policy for ToT 2025.
- d) Any expenditure, in addition to the sanctioned cost, to be added for the estimation of the ToT fee shall be decided by the CEC based on deliberations and justifications complying with DRDO ToT Policy 2025.
- e) Trial(s) is/are an instrument to assess the readiness level of technology, therefore CEC to deliberate the outcome of these trials while recommending the case for ToT. Further, in case where the project activities are not yet completed, ToT may be recommended to the extent limited to successful technical trial part of the technology.

- f) ToT to the Industry that has participated during development to be given on priority.
- g) Any special condition to be incorporated like Stage/ milestone payment, payment timelines, Product Launch Period, period of validity of License, Licensing regions, terms & conditions for renewal of license etc.
- h) Extra period of free man-days for providing hand-holding support with due justification.
- i) The validity of a license will be for 10 years in general, however CEC may recommend any change.
- j) CEC would apportion the Sanctioned Project Cost that could be assigned to development of the particular subsystem/ component/ technology, in case, ToT of such subsystem/ component/ technology is being offered for ToT. .
- k) For all closed projects, the expenditure in the Administrative Closure Report will be considered for estimation of ToT Fee.
- l) CEC report/ minutes will include the working calculation for the estimation of ToT Fees.
- m) The CEC will prepare and submit the report to CEC constituting authority within 30 days of the constitution of the CEC.
- n) In cases where CEC needs time beyond 30 days, approval of DG (Technology Cluster) to be taken.

Approving Authority of CEC Recommendations:

Lab/ Estt will submit CEC report along with ToT Proposal to DIITM after due concurrence of Director Lab/ Estt and DG (Technology Cluster) for processing to take necessary approval of Competent Authority, as per Para 6.6 of 'DRDO Policy for ToT 2025'.

Annexure-I to Appendix 'B'

Brief costing methodology for Technology Transfer with source code

In case, the industry requests transfer of the source code of the product/ technology along with ToT system/ product/ technology etc. ToT fees in such cases to be charged equal to the expenditure incurred during the development of software with a suitable multiplier factor. The expenditure shall be worked out including man-hours, other resources which were not considered while estimating ToT Fee (without source code) of the technology and valuation of source code of technology by 3rd party.

ToT fees would be charged considering the following main factors that mostly affect software development effort/pricing:

1. Type of Software Project:

- **New Software Development** – new software, involving custom development.
- **Software Modification** – Enhancement of existing software.
- **Software Integration** – Custom code to add capability or integrate existing software into other processes.
- **Web Development** – Custom web-based software development

2. Size of Software Project:

- **Small**– A small project usually involves minor changes. Typically, things like tweaking user interface or bug fixing which are well-defined with a known cause.
- **Medium**– Deals with a single source of data. These engagements are more substantial than a small tweak but likely have a well-defined scope of deliverables and are often standalone solutions or integrations.
- **Large** – These solutions include more depth and complexity. Large projects may require integration with multiple systems, have a database component, and address security and logging features.
- **Enterprise**– Enterprise-level projects are almost exclusively built upon an underlying framework.

3. Development Team Size:

Once the project is defined in terms of type and size, the next important factor to be considered is the team size. Every project requires at least 3 roles – a Project Manager, a Developer, and a QA Tester.

4. Following methodology may be adopted in estimating the cost for Development of Software with source code.

- i. **Actual Manpower cost** of DRDS/ DRTC/ contract employee etc.

- ii. **Other resources** that were not considered in the development cost of the product/ system.
- iii. Cost of other software modules/ algorithm/ subroutine/ library functions developed already developed earlier going as input to the code from other projects/ systems/ Activities.
- iv. The cost may be apportioned based on the time/hours utilized.
- v. All costs to be inclusive of taxes and duties.
- vi. The cost of the items may be amortized over the life of the asset.
- vii. Based on the actual expenditure incurred in reference to the budget heads, the cost may be accumulated under the respective elements.
- viii. Broad elements of cost may be identified.
- ix. Time involved to be ascertained based on the records/data available at respective lab.
- x. Administrative Overheads incurred by the lab involved in this activity to be ascertained based on the budget heads and 30% of such cost may be considered.
- xi. **Suitable Multiplying Factor:** A multiplying factor from 1.5 to 3 may be considered in cost based on the type and size of software project, background IPR, applications perspective, licensing region opportunity cost etc and any other factors deemed necessary may also be included.
- xii. Any other cost not considered above.

Broad methodology for estimating the '**Development cost of software with source code**' along with elements of cost is tabulated below:-

SI. No	Elements	Amount Rs	Remarks
1.	Manpower	XX	Cost of in house manpower based on gross pay(including NPS retirement benefits) to permanent and contractual staff directly associated with project
2.	Procurement of software	XX	License fees, AMC cost and other cost related to software incurred or to be incurred.
3.	Procurement of Hardware related to project including AMC	XX	
4.	Infrastructure cost of Complex	XX	Proportional cost of expenses on maintenance of Complex.

5.	Any other cost not considered above	XX	e.g. IPR, Documentation etc.
6.	Total Resource Cost (sum of Sl. No. 1 to 5)	XXX	
7.	Multiplying factor on 'Total Resource cost' @ Sl. No. 6	XX	Suitable multiplying factor from 1.5 to 3.0 may be applied based on the type and size of the software project. Lab may suitably finalize the criterion for different nature of assignments.
8.	Administrative Cost		30% of the actual expense incurred by lab involved, based on budget heads.
9.	Total estimated cost of software with source code (sum of Sl. No. 6 to 8)	XXXX	

5. The terms and conditions as set out in the LAToT for Software license agreement extend and apply to the use of the source code as per this agreement. For reference purposes following conditions are annexed to the end of the LAToT agreement. CEC can recommend suitable changes/ modifications to suit the technology transfer with justifications.

- **Definition:** “Name of the Code“.– refers to ‘the source code’
- **“Name of the company”** to treat the source code as confidential information. All rights, title and interests in the source code remain vested in the DRDO.
- **“Name of the company”** to protect the source code, source copies and any documentation from unauthorized use, reproduction and /or distribution.
- **“Name of the company”** agrees that DRDO shall not be required to maintain or support the source code in any way.
- **“Name of the company”** agrees not to distribute any of the source code, either in its original form or as part of any derived software that constitutes a software library and/ or software development toolkit that could be used instead of the **“Name of the Code”**.
- **“Name of the company”** agrees not to use the source code in any way to develop a competitive product to **“Name of the Code“**.
- DRDO acknowledges that **“Name of the company”** has sole discretion whether to make available further updates and/or upgrades to the source code. If DRDO does make further source code available, this may be subject to additional ToT fees/ Charges.

- DRDO will provide the applicable source code to **“Name of the company”** to enable **“Name of the company”** to use the source for the purpose defined in LAToT.
- DRDO permits **“Name of the company”** to make modifications to the source code for its own internal use. **“Name of the company”** agrees that DRDO cannot maintain or guarantee these modifications.
- DRDO permits the **“Name of the company”** to make copies of the source code for backup and/or archival purposes.

Annexure-II to Appendix 'B'

Template for CEC Report

CEC report for "Name of the Lab/ Estt" developed technology "Name of the Technology"

(Name of the technology should be same as in TNF and CEC report")

1. Introduction
2. Committee constitution details
3. Details of Expenditure on Technology Development: (enclose separate sheet if required for details)

S No	Project/ Built-up	Project Sanction Cost	Apportioned cost (if applicable)	Remarks
i.	Technology name Sanction Letter No (if any)			

4. Deliberations on proposed number of Licenses, Technology Transfer Fees and other terms & conditions.
5. Based on the above deliberations CEC recommendations are as follows:

S. No	Point of Recommendation	Recommendation
i.	Category	
ii.	Mode of Licensing	
iii.	ToT fee (excluding GST)	
iv.	Payment Terms & Conditions	
v.	Period of License	
vi.	Licensing Region	
vii.	Free Hand-Holding support	
viii.	Product Launch Period	
ix.	Royalty fee (Payable Annually)	
x.	Terms & Conditions for License Renewal	
xi.	Special terms & conditions if any	
xii.	GST on ToT Fees and Royalty	As applicable

6. Signature Blocks of Members & Chairman and acceptance authority

Appendix 'C'

Technical Assessment Committee (TAC)

The TAC would be constituted by the Lab/ Estt Director, nomination will be taken from the concerned DG (Technology Cluster) and DIITM, DRDO HQrs. TAC validity will be one year from date of publishing Technology on DRDO website. TAC may be reconstituted or fresh nomination may be sought for member based on the non-availability of member, during TAC validity period. However, a new TAC is to be constituted after a period of one year from date of publishing Technology on DRDO website.

The TAC committee constitution and its terms of reference are given below: -

Chairman TAC	: Scientist 'F' or above from the Lab/ Estt
Members	: Representative, DIITM : Project Director/ Project Leader : Representative, DG (Technology cluster)
Member Secretary	: Representative, Lab/ Estt (Senior Scientist project team)

(Chairman can co-opt the any other member, as deemed necessary)

Terms of reference of TAC are as follows: -

- TAC shall be responsible for assessing/ shortlisting technically and financially competent industries that could successfully absorb the technology leading to the production based on the ToT while maintaining the requisite quality standards. TAC will not rank the industries.
- TAC will verify the claims made by the industry as per the information submitted in their Expression of Interest (Eol) (**Appendix 'D'**) and shortlist the Industry meeting the requirement for technology absorption.
- Industry past performance like Timely supply against Supply orders/ Development Contracts etc may be considered by TAC while assessing the industry for ToT, however, if used by TAC then, these parameters needs to be mentioned in Eol as qualification requirements.
- TAC will consider Eol received from startups/ emerging industries for both Category 'A' & Category 'B' technology based on project reports, business plans etc. Accordingly, TAC may submit its recommendations for ToT to such industries.
- TAC would seek additional documents from the industry and/or may visit the industries, if required, to verify their capacity and capability to undertake production based on DRDO technology.
- TAC may avoid visiting the industries that have executed DRDO supply orders in a similar technology domain in the recent past/ industries that have been development partners in any DRDO project of a similar domain area etc.

- g) TAC may recommend increasing the number of licenses, in case there are more industries qualified in assessment and are interested in ToT.
- h) TAC shall assess the status of the industrial license for defence manufacturing of the industry as per requirement. LAToT to be signed only after availability/ compliance of DPIIT/ PESO licenses and other licensing requirement.
- i) TAC will prepare and submit report within 30 days of completion of the waiting period Director of Lab/ Estt. Lab/ Estt will take approval of TAC report from DG (Technology Cluster). Further, to provide equal opportunity to all industries, a standard time frame of 21 days for EOI or as specified in EoI will be followed before concluding TAC report. Template for TAC report is given in **Annexure-I of Appendix 'C'**
- j) In cases where TAC needs time beyond 30 days of the stipulated period to prepare the report, then Chairman TAC may seek an extension of 30 days from the Director of the Lab/ Estt. Beyond this period, any extension if required, would be with the approval of DG (Technology Cluster).
- k) A copy of approved TAC report to be forward to DIITM.

Approving Authority: DG (Technology Cluster)

Annexure-I to Appendix 'C'

Template for TAC report

TAC report for **“Name of the Lab/ Estt”** developed technology **“Name of the Technology same as in TNF and CEC report”**

1. Introduction
2. Committee constitution details (attach a copy of constitution letter)
3. Details of EoI Received

S No	Name of the Company	Address and POC details	Application/ Request date	Remarks

4. A compliance report on the parameters including additional parameters (if any) listed in EOI to be prepared and attached as an attachment to these minutes as an attachment.
5. Deliberations on capability and capacity to absorb the technology. Any non-compliance needs to be highlighted and recommendations may be given
 - i. “Name of 1st Industry”
Main points to be recorded about the company’s capability and capacity and compliances/non-compliances
 - ii. “Name of 2nd Industry”
:
:
 - iii. Name of the Nth industry

6. Based on the above deliberations TAC recommendations are as follows:

S No	Name of the Company	Recommended/ Not recommended for ToT	Brief reason for Acceptance/ rejection	Remarks
i.				

7. Signature Blocks of Members, Chairman and acceptance authority

Compliance Table

S No	Eol Parameter	Specify 'Complied' or 'Not complied' with remarks (if any)		
		Name of the 1 st company	Name of the 2 nd company	Name of the 3 rd company
1.	Parameters listed at Appendix D serial no (a) to (r)			
2.	Special conditions/ Parameters (if any)			

Appendix 'D'

Format for Seeking Expression of Interest (Eol)

Expression of Interest (Eol) is sought through a notification on DRDO website or (if required) in leading National dailies. In Eol advertisement, DRDO will publish a write-up on the technology along with a photograph of the product for the understanding of the industry. A template for a brief write-up about technology for seeking Eol from the interested industry is given in **Annexure-I to Appendix 'D' and interested industries can apply for ToT in format given in Annexure-II to Appendix 'D'**. The following information will generally be sought through the Eol:

- (a) Memorandum and Articles of Association (Should be incorporated as per Indian Companies Act, as amended time to time)
- (b) Certificates of registration as a manufacturing unit, if any.
- (c) Audited Balance Sheet for the preceding three years.
- (d) Income Tax returns for the preceding three-year period
- (e) Details of shareholding/ownership pattern especially foreign partners/shareholders, foreign employees, directors, etc. The company must adhere to the prevailing Govt of India policies and regulations on Foreign Direct Investment (FDI)/DIPP norms as applicable.
- (f) Annual budget for R&D during last three years.
- (g) Numbers and details of IPR or patents, etc., held by the company.
- (h) Number of technically or professionally qualified personnel employed.
- (i) Record of past performance (e.g., Supply orders executed against of Ministry of Defence orders, Public Sectors and Paramilitary Forces, if any).
- (j) Availability of adequate infrastructure (List of machines and their production capacities) and technical expertise.
- (k) List of testing and support equipment.
- (l) ISO/ ISI certification or any other certification.
- (m) Relevant clearances from the authorities/ ministries (if any).
- (n) Capacity and capability to undertake developmental work and to accept attendant financial and commercial risks.
- (o) Capacity/capability to market the product through the marketing network, sales and service network, reliability to maintain confidentiality.
- (p) Industrial license for defence manufacturing issued by DPIIT (if any).

- (q) PESO and DPIIT license for explosive handling if ToT is for high energy Material, explosives, propellants, and component/ system dealing with it etc. Any other special license compliance requirement to be specified by the lab.
- (r) Undertaking from company seeking ToT that none of its Directors, Independent Directors, non-executive Directors, Key management personnel are involved in any corrupt practices, unfair means/ illegal activities.

Annexure-I to Appendix 'D'

Template for write up about technology for seeking Eol from interested industry

1. **Name of the technology (bold Arial 14 font, 18 points spacing after)**
2. **Developed by DRDO Lab/ Estt Name (Arial 12 font, 18 points spacing after):**
3. **Brief write-up (100-150 words Arial 12 font, 14 points spacing after)**
4. **Salient feature (if any in bullets, info which can be published in the public domain)**
5. **Good Quality Picture (if any)**
6. **Min Facility/ Capability required at the time of submission**
7. **Requirements of Technology Absorption Certificate (if any) and accordingly number of samples/ product/ prototype required to issue certificate. Cost of sample and testing & evaluation cost to be borne by ToT recipient industry.**
8. **Information on the points (a) to (r) listed in Appendix 'D'**
9. **Any special terms & conditions lab to specify (if any) Arial 12 font**
10. Interested Industries are requested to forward their Expression of Interest (Eol) as follows:
 - a. **Category 'A':** 'Application cum Industry Assessment Form' given in Annexure-II of Appendix 'D' to be forwarded to the Director Name of the Lab/ Estt, Place along with all supporting documents via email.
 - b. **Category 'B':** Two separate sealed envelopes in one sealed cover via registered post as follows:
 - i. **Technical offer:** 'Application cum Industry Assessment Form' as per Annexure-II of Appendix 'D' to with all supporting documents to Lab/ Estt.
 - ii. **Commercial offer:** In a separate sealed envelope specifying the ToT Fee offered by industry.

Director, Lab/ Estt name

Complete address of Lab/ Estt (Arial 12 font)

Phone no, Fax No, Email ID

11. A copy of 'Application cum Industry Assessment Form' for both categories may be forwarded to Director DIITM, DRDO HQ on the following address for information via email:-

Director

Directorate of Industry Interface & Technology Management (DIITM)

Room No. 447, DRDO Bhawan, DRDO HQrs,

Rajaji Marg, New Delhi-110011

Phone: 011-23013209/23015291

Fax: 011-23793008

Email: diitm[dot]hqr[at]gov[dot]in

Annexure-II to Appendix 'D'

Application cum Industry Assessment Form

- i. To be submitted by industry/ organization seeking Technology Transfer.
- ii. Documents in support of information provided to be enclosed
- iii. Specify the details in Part-1 and Part-2

Date:

PART-1 General Information

S. No	Information	Detail	Attachment reference
1.	Name of the Technology requested for Technology Transfer		
	Name of the concerned Lab/ Estt		
	Category		
2.	Name of the industry/ organization		
3.	Complete Address and other details		
	Registered Office State Phone No Fax Email Website		
	Factory State Phone No Fax Email Website		
4.	Point of Contact Name Designation Address Mobile No		

	Ph No Email ID		
5.	NAME OF CMD/ MD /PARTNERS/ PROPRIETOR/ etc Name Designation Address Mobile No Ph No Email ID		
6.	Date of Incorporation of company		
7.	Foreign Direct Investment in company (if any in %)		
8.	Shareholding pattern		
9.	Turn over as per Audited Balance Sheet for the preceding three years. Year ____ Year ____ Year ____		
10.	Annual budget for R&D during last three years (if any) Year ____ Year ____ Year ____		
11.	Income Tax returns for the preceding three years period Year ____ Year ____ Year ____		
12.	Nature of company DPSU, Private Limited, Public Limited, Partnership, Proprietary, Ex- Serviceman Unit		
13.	Category of industry Large Scale, Medium Scale, Small Scale, Micro, Startup		
14.	MSME Registration No		
15.	Certificates of registration as a manufacturing unit, if any.		
16.	If Startup, DPIIT Registration No		
17.	UDYOG AADHAR No		
18.	PAN Number		
19.	Status and details of Industrial license for defence manufacturing issued by DPIIT		
20.	Details of PESO license (if any)		

21.	GST Number		
22.	Nature of business Manufacturing/ Sole Selling or Authorized Agent/ Assembler/ Traders/ Dealer/ Processor/ Repacker/ Others		
23.	Details of current products and services Products and services Supplied (specify Govt/ Domestic market/ Export)		
24.	Record of past performance (e.g., Supply orders executed against of Ministry of Defence orders, Public Sectors and Paramilitary Forces, if any).		
25.	Details of registration with NSIC / SSI, DGS&D, other Defence Department, other Govt. Dept, membership of FICCI/ASSOCHAM/CII or other Industrial Association (Attach relevant copies of registration letters)		
26.	Have you already taken any technology from DRDO (If yes, give details attaching separate sheet) Name of the Technology, Lab/ Estt, Year, License number & Status		
27.	ISO/ ISI certification or any other certification (If yes, give details)		
28.	Relevant clearances form the Authorities/ Ministries (if any)		
29.	Capacity and capability to undertake developmental work and to accept attendant financial and commercial risks.		
30.	Capacity/capability to market the product through the marketing network, sales and service network, reliability to maintain confidentiality.		

PART-2

Infrastructure and other Information

1.	Total area of factory Covered (m ²), Uncovered (m ²), Bonded space available (m ²)	
2.	Ownership of factory Self-owned, partnership, rental	
3.	Electric power Sanctioned	

	Installed Standby (if any)	
4.	Availability of adequate infrastructure (List of machines and their production capacities) and technical expertise	
5.	Name of bank & A/c No Name of bank A/c type A/c no Address of the bank Phone: Email:	

6. Details of current products:

Sl.no.	Type	Description	Licensed/installed capacity	Annual production for preceding 3 years

7. Details of foreign collaboration, if any

Sl.no.	Product	Name & address of collaborator	Year	Remarks

8. Details of products developed for services

Sl.no.	Nomenclature of stores	Order number and date	Remarks

9. Give details of important facilities & infrastructure as per following format for:

- (a) Conventional Machines
- (b) Unconventional, Special Machines
- (c) Testing & quality control facilities

10. Furnish the following details with relevant certificates and documents

- (a) R&D facilities available :
- (b) Inspection quality control of raw material components :
- (c) Assistance from central agency for testing / calibration etc. :
- (d) Laboratory and drawing office facility :

11. Principal customers:

Sl.no.	Name & address	S.O No. & date	Date of last	Products	Value
--------	----------------	----------------	--------------	----------	-------

			supply	supplied	

12. Future plan (if any) in respect of expansion programme installation of additional machines/ test facilities etc.

13. Give self-assessment of your capability to absorb the technology

14. Any additional condition specified in the Eol compliance (to be submitted on separate sheet) to be enclosed with this form.

15. Details of employee as on date on firm's pay roll

PERMANENT				
Category	Post Held	Number	Qualification	Total Service
Technical	Prod. Manager Q.C. Manager, Supervisor, Testing Staff (QC), Skilled workers, Unskilled workers, etc.			
Administrative	Purchase Manager Accounts Officer Office Superintendent Clerical Others etc			

TEMPORARY				
Category	Post Held	Number	Qualification	Total Service
Technical	Prod. Manager Q.C. Manager, Supervisor, Testing Staff (QC), Skilled workers, Unskilled workers, etc.			
Administrative	Purchase Manager Accounts Officer Office Superintendent Clerical Others, etc			

DECLARATION :

I / we confirm that the information furnished in Part 1 & 2 above is correct. In the event of any information given by me / us is found incorrect / false at any time, I / we understand our EoI for ToT will be cancelled/ rejected without notice, beside any other appropriate action against me / us.

Industry seal

Authorized signatory

Name(s) in capital

Designation and seal of authorized signatory

Dated:

Place:

Appendix 'E'

Licensing Agreement for Transfer of Technology (LAToT)

Licensing Agreement for Transfer of Technology (LAToT)

Between

LAB/ ESTT NAME, City

Defence Research & Development Organisation (DRDO), India

Ministry of Defence, Government of India

And

Company Name, City, Country (in Case of Foreign Company)

For

Transfer of Technology (ToT) of

Name of Technology

This Licensing Agreement for Transfer of Technology is entered into on the
Day of Month in the Year(Two Thousand)

BETWEEN

The President of India, acting through and represented by the **Director, Lab/ Estt Name, City** a constituent laboratory under the **Defence Research and Development Organisation**, Ministry of Defence, Government of India and **the Director, Industry Interface and Technology Management (DIITM)** at DRDO HQrs, DRDO Bhawan, New Delhi – 110 011 (Hereinafter referred to as “**DRDO**”, which expression shall whenever the context so requires or admits, mean and include its successors in office and/ assigns) on the first part

AND

“**Name of the Company**”, a company formed in accordance with the laws of India and having their registered office at “**Company Address**” (Hereinafter referred to as “**Company Name**”, which expression shall whenever the context so requires or admits, mean and include their heirs/successors, respective executors, administrators, legal representatives, and/or permitted assigns) represented by, on the second part.

“DRDO” and “**Company Name**” are individually referred to as “**Party**” and jointly as “**Parties**”.

1. Preamble

1.1 **WHEREAS DRDO**, during the course of its research activities has developed a unique technology for **Application of Technology** (Hereinafter referred to as the “**Technology**” and more fully described in Technical Know-How) which is a “**Product Name**”, (Hereinafter referred to as the “**Products**” and more fully described in Products Description).

1.2 **WHEREAS Company Name**, is desirous of utilising the developed “**Technology**” to manufacture in India /["**Country Name**"]* and sell in ‘India’ [and/“**Countries Name**”]* for supply to “_____” (**Hereinafter referred to as Licensing Regions and morefully described in “Licensing Regions”**), the “**Products**”, there from.

2. Technical Know-How

DRDO shall transfer the complete details of the technical know-how and testing method for quality assurance to “**Company Name**” with requisite data on the functioning of the product.

3. Product Description

The “**Product**” is

.....

.....

4. Licensing Regions

4.1 By this Licensing Agreement for Transfer of Technology, DRDO grants a **non-exclusive** Licence to utilise the “**Technology**” by “**Name of the Company**” for the manufacture in **India** and sell to _____ and also with approval Director, “**Lab/ Estt Name**” supply to other industries engaged with DRDO as DcPP/ PA /DP /system & subsystem integrators including supply chain industries, subject to availability of End User Certificate. (referred as “**Licensing Region**”) **under the provisions contained in succeeding clauses of this Agreement.**

4.2 For sale of the product outside the licensing region “**Name of the Company**” shall seek prior written approval of DIITM, DRDO Hqrs.

In pursuance of above, NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

5. Grant of License

- 5.1 By this Licensing Agreement for Transfer of Technology, DRDO grants a **non-exclusive** license to utilise the “Technology” by “**Name of the Company**” for the manufacture in India “and _____” and for sale in the “licensing regions” for “Period of License” (described at Clause 14) from the date of this Agreement becoming effective.
- 5.2 DRDO shall have the March-in Rights to use the IP for its own use in the interest of Government of India without any restrictions, irrespective of the nature of license granted in this agreement.

6. Responsibilities of Parties

- 6.1 DRDO agrees to supply the “Technology” in the form of documents like drawings specifications, known sources of materials, samples for guidance and visualisation, testing details and specifications (which hereinafter will be collectively referred to as “Technology Transfer Documents (TTD)).
- 6.2 During the Technology Transfer period (i.e., the time period required for transferring the technology as per TTD from “DRDO” to “**Name of the Company**”), DRDO shall depute free of cost to “**Name of the Company**” experts/ personnel for a period not exceeding ____ man-days to provide technical assistance for manufacturing products for the first order.
- 6.3 For any technical assistance given beyond this Technology Transfer period (____man-days), if required, “**Name of the Company**” shall pay to DRDO Rs 5000/- (Rupees Five Thousand only) per man-day of the DRDS and Rs 3000/- (Rupees Three Thousand only) per man-day of the non-DRDS/staff. For deputation abroad “**Name of the Company**” shall pay the consultation charges of \$ 500 (Five Hundred US Dollars) per man-day to DRDO. “**Name of the Company**” shall also bear the transport and lodging costs of the scientists and staffs, as per Government rules.
- 6.4 “**Name of the Company**” undertakes to manufacture the “**Product**” in accordance with the specifications contained in the TTD supplied by DRDO. Any changes/ deviations shall be mutually agreed upon in writing.
- 6.5 During the “**Period of Validity of License**” (refer Clause 14), DRDO reserves the right to stage inspect all materials and processes in the manufacture, at such intervals and under such conditions as may be felt necessary by DRDO. During such inspection should the materials and/or stage-products fail to meet the specification(s) as per the TTD, the rejects will be to the account of “**Name of the Company**”. After rectification, if the product still does not meet the

specifications, DRDO may revoke the licence conferred on **“Name of the Company”**.

- 6.6 It shall be the sole responsibility of **“Name of the Company”** to ensure that it holds all valid requisite licenses, *inter alia*, from DPIIT/PESO *et al.* at the time of commencing production of DRDO developed "Technology"/"Products".
- 6.7 Further, on prior written approval from DRDO, **“Name of the Company”** can manufacture the said **“Technology”** & **“Product”** overseas subject to the ‘government rules/policies on the subject’. Also, for export of raw material, machine and tools from India to the country of manufacture abroad shall be subject to the Policy of the Government of India and law relating to import/export in both the countries, compliance of which shall be sole responsibility of **“Name of the Company”** alone.
- 6.8 It shall be the sole responsibility of **“Name of the Company”** to ensure maintaining the quality of the **“Technology”** and **“Product”** and in case of any complaint/claim in the quality of the **“Technology”** and **“Product”** produced by **“Name of the Company”** is received, DRDO shall in no way be held responsible in any manner, whatsoever, for such rejection/claims, etc. DRDO’s responsibility shall be limited to providing technical assistance to **“Name of the Company”** on the above terms and conditions. If DRDO’s assistance is required by any sub-licensee of **“Name of the Company”** in India or abroad, the same shall be provided on the terms to be discussed and agreed separately.
- 6.9 **Mutual Indemnification:** Subject to the above provisions DRDO agrees, to indemnify and hold harmless the **“Name of the Company”** against any liabilities, damages and cost, to the extent of money received by DRDO as ToT Fees. The **“Name of the Company”** agrees to the fullest extent permitted by law, to indemnify and hold harmless DRDO from any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the **“Name of the Company”** or anyone for whom **“Name of the Company”** is legally responsible.
- 6.10 **“Name of the Company”** undertakes and assures that it will always follow best Corporate Practices
- 6.11 **“Name of the Company”** will provide the maintenance, repair and all necessary life cycle support to the User.
- 6.12 ‘Name of Company’ has done its due-diligence on the technology and has fully satisfied them with the performance of the technology and shall not seek refund of ToT Fees from DRDO under any circumstances.
- 6.13 The supply chain established by DRDO for the system/ sub-system/ material will be followed by the **“Name of the Company”** for all components/ subsystems. However, licensee industry may develop additional vendors for

supply chain in case supply chain vendor(s) developed by DRDO is not able to match quality/ quantity/ schedules etc, and only after the necessary clearance, following laid down process, from concerned DRDO Lab/ Estt **“Name of the Lab/ Estt”**, **“Place of the Lab/ Estt”**.

- 6.14 **“Name of Company”** must include NCAGE number “_____” of the **“Name of the Lab/ Estt”** as designer and it will be further linked to all parts of the “Technology” and “Product” transferred through this licensing Agreement for Transfer of Technology while obtaining NATO Stock Number (NSN)/ Codification of the “Technology” and “Product”.
- 6.15 **“Name of the Company”**, must intimate to the State Biodiversity Board for obtaining biological resource for certain purposes or before commercialization. **“Name of the Company”** will be responsible for all compliances under NBA. **“Name of the Lab/ Estt”** shall support **“Name of the Company”** to comply with the royalty and other benefit sharing under NBA. [Technology attracting NBA, following this clause will be added]
- 6.16 **‘Name of the Lab’** may provide the support to industry as per provisions under ‘Deposit Work Guidelines’ issued by DFMM, DRDO HQ for testing and evaluation of samples submitted by industry regarding technology absorption.

7. Sale

- 7.1 **“Name of the Company”** undertakes to launch the “Product” within a period of ___ months from the date of signing of this Agreement or within a period of ___ months from the date of receipt of 1st supply order*, failing which the license will be revoked and the **“Name of the Company”** will have no claim whatsoever on upfront ToT Fees given to DRDO and shall be forfeited.
- 7.2 If there is any delay in the launch of the product then **“Name of the Company”** will seek prior written approval for extension of period from DRDO HQrs, through Director, DIITM.
- 7.3 **“Name of the Company”** undertakes to spend sufficient fund for promoting/ branding/ marketing the said “Products”.
- 7.4 **“Name of the Company”** shall inform DRDO of the sale of the product on a yearly basis (financial year). A copy of this information will also be sent to DIITM, DRDO.
- 7.5 For enquiries received from abroad for the product, **“Name of the Company”** shall seek prior written approval from DIITM, DRDO.

8. Financial Arrangements

8.1 “**Name of the Company**” shall pay to DRDO a Total **Technology Transfer Fees** of _____ (Amount in Figure and Words) as per the payment schedule mentioned below:

8.1.1 _____ (Amount in Figure and Words) of the **Technology Transfer Fees** payable at the time of signing of Agreement for entering into the Licensing Agreement for Transfer of Technology.

8.1.2 The balance amount of _____ (Amount in Figures and Words) of the **Total Technology Transfer Fees** shall be payable as per mutually agreed terms and conditions mentioned below:

Stage 1:

Stage 2:

(Note: Step by step payment procedure is given in Annexure-VIII)

8.1.3 Bank Guarantee*/ Indemnity* bond for balance payment of shall be given by “**Name of the Company**” with validity till receipt of full ToT license fees at the time of signing of this LAToT. (Templates for Bank Guarantee and Indemnity Bonds are given in Annexure-IX and X, respectively)

8.1.4 The “**Name of the Company**” will pay ToT Fee and Royalty payments to DRDO through SBI e-MRO Portal. Also pay separately Goods & Service tax (as applicable) over and above ToT Fee and Royalty on Reverse Charge basis directly to GST authorities.

8.2 The Annual Royalty payable to DRDO by “**Name of the Company**” shall be *applicable for both Category ‘A’ & Category ‘B’* as follows:

- Nil royalty will be charged on Net Sales to Central Govt. Estt, Armed Forces (including Government Tenders).
- Royalty @2% on Net Sales in India to other than Government Departments and for Export @2% of invoice value declared to Customs authorities. **Export is subjected to the due approval from MoD/ DRDO.**

8.2.1 **Sales figure will be determined based on the selling price declared for the purpose of payment of GST.** Further sales figures for the purpose of royalty payment shall be based on a certificate derived from audited financial statements, duly certified by Chartered Accountant.

8.3 **The royalty** payment will be effected on pro-rata basis within 30 days of **publishing of the Annual Audited Financial Statements by Chartered accountants.** “**Name of the Company**” may quote the price to customers by including the royalty/ departmental charges payable to DRDO. However, Royalty payable to DRDO shall be calculated on **the Net Sale Price as**

described in clause 8.2 and 8.3. In case of export by “**Name of the Company**”, the Royalty to DRDO shall be calculated on F.O.B. price of the product as per the invoice and prevalent exchange rates on the date of remittance of invoice amount in the favour ToT recipient industry (from its foreign buyer) in RBI.

The Royalty will be charged in US Dollar in case where manufacturing takes place abroad. The royalty will be charged as per the audited statement of records of sale by the foreign company and RBI in turn will remit the amount in INR to DRDO as per the prevailing exchange rate on the date when FE was remitted by the foreign company to RBI.

- 8.4 In the course of its normal research and development, if DRDO come across facts, which lead to incremental improvement, the same will be shared with “**Name of the Company**”. However, should the nature of the product be changed to bring about a new product, the same shall be offered to “**Name of the Company**” by DRDO and the commercial aspects will be renegotiated to mutual acceptance.
- 8.5 Payment of Technology Transfer Fee will be made by “**Name of the Company**” through **e-MRO portal (<https://www.onlinesbi.sbi/sbicollect>) in favour of concerned CDA/ PCDA (R&D), ‘Place’ (under code head 01/855/00).** “**Name of the company**” will submit a copy of e-MRO Receipts/ Challan generated against above payment to The **Director, ‘Lab/ Estt Name’, Place. ‘Lab/ Estt name’** will forward a copy of e-MRO Receipts/ Challan to concerned CDA/ PCDA (R&D) to get it deposited in Miscellaneous Receipts of DD(R&D). Also copy of e-MRO to be forwarded to **Director, DFMM, DRDO HQrs** for accounting purpose, with copy to **Director, Directorate of Industry Interface and Technology Management (DIITM), DRDO HQrs, Room No 447, ‘B’ Block, “DRDO Bhawan”, Rajaji Marg, New Delhi – 110 011.** This procedure will be followed **for remittance of Royalty** as also in respect of export orders. Payment in respect of GST, if applicable, shall be made as per the provisions of Goods and Services Acts (as amended from time to time) as applicable for the services provided by Government of India Departments.
- 8.6 For all commercial/ financial aspects, DIITM, DRDO HQrs, New Delhi will be consulted by “**Name of the Company**”.
- 8.7 In the event or default in payment of royalty by due date, “**Name of the Company**” shall pay interest on amount due, in default, at the bank lending rate (State Bank of India*) charge prevailing at the time in India.
- 8.8 “**Name of the Company**” will provide Certification of assessable value declared to Central Excise authorities and quantity of Production figures every year (Financial year) duly authenticated by their Chartered Accountant (CA) to Director, Name of the Lab/ Estt, City with a copy to Director, DIITM, New Delhi.

9. Marking

- 9.1 A DRDO product developed by DRDO and manufactured and marketed by **“Name of the Company”** shall have following markings “Product Developed by DRDO” or words to this effect DRDO logo shall be visibly displayed.
- 9.2 **“Name of the Company”** shall indicate in all the technical documents/brochures including copies thereof furnished by DRDO and in a manner approved by DRDO that the design and technology contained in the documents are the properties of DRDO.

10. Security

- 10.1 **“Name of the Company”** shall not transfer or sublicense by resale or otherwise, the know how/technology obtained from DRDO under this Agreement to any other party, in any manner, whatsoever, without the prior written approval of DRDO/ DIITM irrespective of whether this Licensing Agreement for Transfer of Technology is in force or not. **“Name of the Company”** undertakes that it will take prior permissions from DRDO in case of sub-licensing the “Technology” and “Products” in the **“Licensing Regions”**.
- 10.2 **“Name of the Company”** shall take all necessary measures to ensure that the technology is not passed on, disclosed, or given access to, except to such of their Directors, Officers and employees and their subcontractors to whom it is necessary to pass on, disclose or give access to, for the purpose of execution or manufacture of the product under this Licensing Agreement for Transfer of Technology. **“Name of the Company”** hereby accepts full responsibility for any of their Directors, Officers and Employees and their subcontractors and undertakes to fully compensate DRDO in that regards.
- 10.3 Any product improvements carried out by **“Name of the Company”** shall be got approved from DRDO before the product is offered for sale and the same shall be the property of DRDO and will not be passed on by **“Name of the Company”** to any other parties irrespective of whether this Licensing Agreement for Transfer of Technology is in force or not. **“Name of the Company”** undertakes that it will take prior permissions from DRDO in case of sub-licensing the “Technology” and “Products” in the “Licensing Regions”.
- 10.4 **“Name of the Company”**, during the course of productionisation and/or commercialisation of the “Product” based on “DRDO Technology”, may want to effect improvements thereby causing a different “Product” to be formulated. All such differentials and ‘variants’ will be deemed as based on the “DRDO Technology” and all clauses in this Agreement will be fully applicable to such ‘variants’. **Intellectual Patent right on such new (improved) products/**

variants shall be that of DRDO and DRDO may consider grant of an exclusive marketing right to “Name of the Company” for that new variant, if “Name of the Company” so requests DRDO.

- 10.5 “Name of the Company” shall keep royalty amounts and Technology Transfer fee and Royalty commercially confidential.
- 10.6 “Name of the Company” will strictly abide and take all necessary steps to create the security mechanism and apparatus in its production/ manufacturing facility(ies)/ premises fully meeting the security standards prescribed in the Security manual for Licensed Defence Industries in Private Sector, dated 2014, (as amended, as applicable) issued by Department of Defence Production, Ministry of Defence, New Delhi. “Name of the Company” will ensure the security of information of technical know-how, specifications, designs, data, process, testing methods for quality assurance with requisite data on functioning of the product transferred etc provided by DRDO through above referred LAToT to “Name of the Company” in the form of sketch, drawing, plan, model, article, note, document, secret official code or password or information etc.

11. Title and Ownership of Design

The title to and ownership of the “Technology” including the improved technology and the “Products” including new variants and copyrights and intellectual property rights will rest exclusively with DRDO.

12. Dispute Resolution

All disputes or differences arising out of or in connection with the Agreement shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Agreement, which cannot be settled amicably, shall be resolved by arbitration in accordance with the following provision:

(a) For Central and State PSEs: In the event of any dispute or difference relating to interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts interest and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-

10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

(b) For other Firms: Any dispute, disagreement arising out of or relating to the Agreement, which cannot be settled amicably, shall be resolved by arbitration in accordance with the following provisions:

"The case of arbitration may be referred to arbitrator/arbitrators appointed as per section 11 of Indian Arbitration and Conciliation Act, 1996 as amended and the proceedings shall be conducted in accordance with the procedure of Indian Arbitration and Conciliation Act, 1996 as amended."

Or

"The case of arbitration may be referred to International Centre for Alternative Dispute Resolution (ICADR) for the appointment of arbitrator and proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996."

Or

Any dispute arising out of or in connection with this contract/ agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause.

The place/seat of the arbitration shall be [New Delhi, India].*

*If a place/seat other than New Delhi is chosen, please replace [New Delhi, India] with the city and country of choice (e.g., [City, Country]).

The Tribunal shall consist of _____** arbitrator(s).

**State an odd number. Either state one, or state three.

The law governing the arbitration agreement shall be [Indian Law].

The language of the arbitration shall be [English].

APPLICABLE LAW

The governing law of the contract/ agreement shall be [Indian Law].

13. Effective Date

This Agreement shall be effective on and from the date it is signed by both the parties.

14. Period of Validity of License

- 14.1 DRDO grants a **non-exclusive** license to utilise the “Technology” by “**Name of the Company**” for the manufacture in _____ and for sale in the “licensing regions” for ____ **years** (referred as “**Period of Validity of License**”) from the date of this Licensing Agreement for Transfer of Technology becoming effective.
- 14.2 Though the validity of the granted license is for ____ years, DRDO shall be at liberty to revoke the license in the following circumstances, without any liability of whatsoever nature, to either “**Name of the Company**” or to the new company/ owner/management and/ or to any other claimant.
- 14.2.1 If the company (“**Name of the Company**”) and/ or its sub-license* is Black-Listed by any India Government Agency and/or Government Organisation.
- 14.2.2 If the company (“**Name of the Company**”) and/ or its sub-license* fails to abide by the terms & conditions of this Agreement.
- 14.2.3 If it is found that “**Name of the Company**” and/or its sub-license* is involved in any unlawful acts.
- 14.2.4 In the event of change of Management, ownership and/ or merger* of “**Name of the Company**” into some other company or sale/transfer* of the company to some other person by any mode; like purchase of shares, taking over of the company by any other means, without prior knowledge and consent of DRDO.
- 14.2.5 If the company (“**Name of the Company**”) becomes insolvent.
- 14.2.6 If any undertaking provided by “**Name of the Company**” is found incorrect at any stage.
- 14.3 In the case of revocation of license, “**Name of the Company**” will have no claim whatsoever on ToT Fees, Royalty Fees given to DRDO before the Revocation.
- 14.4 This Licensing Agreement for Transfer of Technology shall be reviewed for further renewal/extension or termination before the expiration of validity of License offered through this agreement.
- 14.5 The validity of the license granted to “**Name of the Company**” is subject to the condition that DRDO shall be at liberty to revoke the ToT license at later stage, if required to do so, based on the directions of Govt in case of any security breach etc, without any liability of whatsoever nature to “**Name of the Company**” and/ or to any other claimant.

15. Force Majeure

- 15.1 Neither party shall be liable for any failure of performance under this Agreement, due to causes beyond such party's reasonable control, including but limited to acts of God, fire, flood or other natural catastrophes, pandemic, epidemic ; any law, order, regulation, direction, action of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lock-outs, work stoppages or other labour difficulties, provided however the party to which the force majeure has happened shall use commercially reasonable efforts to eliminate such an event.
- 15.2 Force Majeure shall also be deemed in the event of any regulatory decision or government order requiring the either party to suspend its service(s) or operation for any reason whatsoever.
- 15.3 If either party is unable to act(s) for a period of 90 (ninety) consecutive days as a result of continuing Force Majeure event, the other party may cancel/ terminate the Agreement.
- 15.4 However, "**Name of the Company**" will have no claim whatsoever on ToT Fees, Royalty Fees given to DRDO before the enforcement of Force Majeure event.

16. Entire Agreement

- 16.1 This Agreement constitutes the final agreement between the Parties and it supersedes all prior agreements, understandings and other correspondence/ communications between the Parties with respect to the subject matter hereof.

17. Amendments

- 17.1 No amendment/ modification/ alternation of any of the terms of this Agreement shall be valid till it is reduced to writing and duly signed by both the Parties. Any amendment of financial/commercial nature shall be subject to final approval by the Director, DIITM, DRDO HQrs.

* Strike out whichever is not applicable

Disclaimer:

- ***This LAToT template is generic in nature and applies to Cat 'A' as well as Cat 'B' LAToT.***
- ***LAToT shall be made specific to a particular case as approved by the Competent Authority. DRDO reserves the right to include/ delete any of the above clauses on a case-to-case basis with the approval of Competent Authority at any point in time without giving any prior notice***

IN WITNESS HEREOF, the parties have set their hands to it on the Day,.....Month and Year..... (Two Thousand)

Signed For and on behalf of the President of India	Signed by on and behalf of M/s “Name of the Company”, City
Signature:	Signature: (by authorised signatory)
Name :	Name :
Title : Director, Name of Lab/ Estt, City	Title :
Seal:	Seal:

Signature:	
Name:	
Director, DIITM, DRDO HQ, New Delhi	
Seal:	

In the presence of :

Witness

Signature: _____

Name _____

Designation : _____

DRDO Lab/ Estt: _____

Witness

Signature: _____

Name: _____

Designation: _____

Industry: _____

Signature : _____

Name : _____

Designation: _____

DIITM, DRDO HQ

Annexure-I to Appendix 'E'

Payment through e-MRO

The detailed procedure for payment through e-MRO is as follows:

Step 1 visit the SBI website on the link <https://www.onlinesbi.sbi/sbicollect>

Step 2 Select 'Govt Departments'

Step 3 Select filter by state "All India" and search e-MRO, click **e-Military Receivable Order (e-MRO)**

Step 4 Select from drop-down "**(concerned) CDA/ PCDA R&D of DRDO Lab/ Estt**"

Step 5 Fill the details in the form

Enter Payment Details

Name of Office/Sub off to which e-MRO relates : select the concerned office

Name of the Organisation : DRDO

Name of the Depositor : Company Name

Serving Officer/Private Person : select →Private Person or others

Personnel Number : Company UID Number

PCDA (O) Number :

PAN Number : (company PAN number)

Mobile No. :

Postal Address : Complete Address

Nature of Payment : Miscellaneous

Amount In Rs. (Rounded) : (fill the amount to be paid by e-MRO **excluding GST**)

Remarks : Please specify the nature of payment towards "**Name of Technology**" of "**Name of DRDO Lab/ Estt**" payment of ToT fee/ Royalty (mention period)", Lab/ Estt name, needs to be settled under **code head 01/855/00**

Enter Your Details : fill in your details (Name, mobile no etc)

Step 6: verify payment details: verify filled details.

Step 7: Complete Payment details: Select payment mode and make payment

Annexure-II to Appendix 'E'

Bank Guarantee Template

Format For Bank Guarantee Bond Against "Name of the Technology" ToT Fee

To

The Director,(Lab/ Estt. Name & address)

Dear Sir/Madam,

Sub: Bank Guarantee i.r.o. Licensing Agreement for Transfer of Technology (LAToT) "Name of the Technology" developed by "Name of the Lab/ Estt".

1. You, on behalf of President of India (herein after referred to as "Seller"), have entered into a LAToT as given above with M/s "Company Name" (herein after referred to as the "Buyer") for the Transfer of technology (ToT) of "technology name" (herein after referred to as "the technology / product") for the ToT fee and the terms and conditions contained in the LAToT "technology name".
2. In accordance with the terms of the LAToT the "buyer" has undertaken to produce a bank guarantee for Rs. _____ (Rupee s_____ only) being _____ % of the total value of the ToT Fee excluding GST transferred to the "Company Name", for the due fulfilment of its obligations as per terms and conditions of the LAToT.
3. In consideration thereof, we hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligors on behalf of the "Buyer" that in the event that the "Seller" submits a written demand to us that the "Buyer" has not performed according to the terms and conditions/ obligations included in the LAToT, we will pay on written demand, without demur and without reference to the "Buyer" any sum up to a maximum amount of Rs _____ (Rupees _____ only). Your demand shall be conclusive evidence to us that such repayment is due under the terms of the LAToT. Payment by us to you will be made within thirty (30) days from receipt of your request making reference to this guarantee and on demand.
4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the "Buyer" which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the "Buyer" and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the LAToT or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with

reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligations under this guarantee.

5. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs _____ (Rupees _____ only) and the guarantee shall remain in force up to and including the _____ (i.e. _____ years from the date of signing of LAToT) day of being reported to us by you and returned to us duly discharged.
6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharged from the liabilities hereunder.
7. This guarantee shall not be affected by any change in the constitution of our Bank or of the Seller or for any other reason whatsoever.

Date:
Place:

Sd.....
Authorised Signatory
Seal of the Bank

Witness:

1.
2.

Annexure-III to Appendix 'E'

Indemnity Bond Template

To
The President of India through Director,
"Name and address of the Lab/ Estt"

1. Whereas We, "**Name of the company**", have entered into a Licensing Agreement for Transfer of Technology (LAToT) with "**Name and Address of the Lab/ Estt**", India for **Transfer of Technology (ToT)** of "**Name of the technology**" (here in after referred to as "LAToT"). Licensing Agreement for Transfer of Technology is entered into on the ___Day of ____ month in the Year 202____ (Two Thousand Twenty ____).
2. DRDO shall transfer the details of the technical know-how of the "**Name of the technology**" to "**Name of the company**" as per Licensing Agreement for Transfer of Technology.
3. By this Licensing Agreement for Transfer of Technology, DRDO grants a **non-exclusive** license to utilize the "Technology" by "**Name of the company**" for "**Name of the technology**" manufacture in "India" and for sale in the "**licensing region**" for "**validity of license**" (described at Clause 14 of LAToT) from the date of this Agreement becoming effective "**Name and address of the company**" shall pay to DRDO a **Total Technology Transfer Fees** of Rs _____ (Rupees _____ only) for "**Name of the technology**" in two stage payments as per the payment schedule mentioned below :
 - a) **First stage:** Total Rs _____ (Rupees _____ only) of the **Technology transfer Fees payable** at the time of signing of Agreement for entering into the Licensing Agreement for transfer of Technology. ToT Fees shall be payable through SBI e-MRO Portal.
 - b) **Second stage:** Balance of Rs _____ (Rupees _____ only) to be paid as (*include the approved 2nd stage payment condition in this clause*)

- c) Indemnity Bond for balance payment of Rs _____ (**Rupees only**) shall be given by **“Name of the company”** with validity till receipt of full ToT license fees at the time of signing of this LAToT.
- d) **“Name of the company”** shall pay GST (as applicable) over and above ToT Fee and Royalty. GST shall be payable by **“Name of the company”** on Reverse Charge Basis.
4. In consideration of your agreeing to provide ToT of **“Name of the technology”** in accordance with the said LAToT on our furnishing this indemnity Bond, we hereby undertake to indemnify you and keep you indemnified from time to time to the extent of Rs _____ (**Rupees _____ only**) in accordance with said LAToT against second stage payment any loss or damage caused to or suffered by you by reason of any breach or breaches on our part of any of the terms and conditions contained in the said LAToT and in the event we shall make any default or defaults in carrying out any of the works under the said LAToT, we shall forthwith on demand pay to you such sum of Rs _____ as may claimed by you as your losses and damages, costs, charges or expenses by reason of such default or defaults on our part.
5. Now **“Name of the company”** indemnifies to the fullest extent permitted by law and hold harmless DRDO from any liabilities, damages and costs (including reasonable attorneys fees and cost of defence) to the extent caused by the negligent acts, errors or omissions of the **“Name of the company”** or anyone for who **“Name of the company”** is legally responsible.
6. Notwithstanding anything to the contrary in these presents or in the said LAToT your decision as to whether we have made any default or faults or committed any breach of the LAToT or the amount or amounts to which you are entitled by reasons there of will be binding on us for the purposes of this indemnity and we will pay the same on demand with out demur. This will be without prejudice to your other rights under the LAToT and/or this indemnity.
7. The indemnity shall continue and hold good until the receipt of second stage payment of Rs _____. On payment of second stage amount this indemnity Bond automatically ceases to continue and same shall be released to **“Name of the company”**.
8. You will have the fullest liberty from time to time to enforce or forebear to enforce any of the terms and conditions of the said LAToT and we shall not be released from our liability under this indemnity by the exercise of your liberty with reference to the matter aforesaid. Or by reason of any time being given

to us or any forbearer act of omission on your part or any indulgence by you to us or by any variations or modifications of the said LAToT or any other act, matter or thing whatsoever on your part.

9. This indemnity bond and the powers and the provisions herein contained are in addition to and not by way of limitation or substitute for any other guarantees, indemnities hereto before given to you by us and this indemnity does not revoke or limit such indemnities or guarantees.

Yours faithfully,

Witness

1.

2.

Name and Seal

Appendix 'F'

Confidentiality and Non-Disclosure Agreement (CNDA) (For Indian Companies)

Confidentiality and Non-Disclosure Agreement (CNDA)

Between

LAB/ ESTT Name, City

Defence Research Development Organisation (DRDO)

Ministry of Defence, Government of India

And

Company Name, City

This Confidentiality and Non-Disclosure Agreement is entered into on the
Day ofMonth in the Year(Two Thousand)

Between

The President of India, acting through and represented by the Director, Lab/ Estt Name, City a constituent laboratory under the Defence Research and Development Organisation, Ministry of Defence, Government of India and the Director, Industry Interface and Technology Management (DIITM) at DRDO HQ, DRDO Bhawan, New Delhi – 110011 (Hereinafter referred to as “DRDO”, which expression shall whenever the context so requires or admits, mean and include its successors in office and/assigns).

And

“Name of the Company”, a company formed in accordance with the laws of India and having their registered office at “Company Address” (Hereinafter referred to as “Company Name”, which expression shall whenever the context so requires or admits, mean and include their heirs/ successors, respective executors, administrators, legal representatives, and/or permitted assigns).

“DRDO” and “Company Name” are individually referred to as “Party” and jointly as “Parties”.

WHEREAS

(A) DRDO has developed a technology called - “Technology Name”, Technology Description.....

.....
.....

(Hereinafter referred to as “Technology” for which the present agreement of Confidentiality and Non-Disclosure is executed)

- (B) The Parties intend to provide each other with certain information pertaining to their operations and the Parties are in the process of discussing certain matters with a view to concluding a business agreement (**“the potential agreement”**), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the Parties conclude the potential agreement will not affect the validity of this Agreement.
- (C) The Parties wish to record the terms and conditions upon which they shall disclose the Confidential Information to each other, which terms and conditions shall constitute a binding and enforceable Agreement between the Parties and their agents.

NOW THEREFORE in consideration of the foregoing and the respective covenants and Agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to legally bound hereby, the Parties agree as follows:

1. Disclosing and Receiving Parties

The Party disclosing the Confidential Information shall be known as the **“Disclosing Party”** and the Party receiving the Confidential Information shall be known as the **“Receiving Party”**.

2. The Confidential Information

“Confidential Information” shall, for the purpose of this Agreement include, without limitation, any technical, commercial, financial information, know-how, trade secrets, processes, machinery, designs, drawings, technical specifications, and data in whatever form, disclosed to or assessed by the Receiving Party during the course of its relationship with the Disclosing Party.

3. Disclosure of Confidential Information

- 3.1 The Disclosing Party shall disclose the Confidential Information to the Receiving Party only to the extent deemed necessary or desirable by the Disclosing Party in its discretion.
- 3.2 The Receiving Party acknowledges that the Confidential Information is a valuable, special and unique asset proprietary to the Disclosing Party.
- 3.3 The Receiving Party agrees that it will not, during or after the course of their relationship and/or the term of this Agreement as described in Clause 9, disclose the Confidential Information to any third Party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party, save in accordance with the provisions of this Agreement. For avoidance of doubt, in this Agreement “Third Party” means any Party other than the

Receiving and Disclosing Parties (their holding and subsidiary companies or agents who shall be deemed to be bound by the provisions of this Agreement).

- 3.4 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that the Confidential Information may be disclosed by the Receiving Party to its professional advisors on a need-to-know basis; provided that the Receiving Party takes all the necessary steps to ensure that such professional advisors agree to abide by the terms of this Agreement to prevent the unauthorised disclosure of the Confidential Information to Third Parties. For purposes of this clause, the Receiving Party's professional advisers and employees, directors or managers shall be deemed to be acting, in the event of a breach, as the Receiving Party's duly authorised agents.
- 3.5 The Receiving Party agrees not to utilise, exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Agreement for any purpose whatsoever without the prior written consent of the other/the Disclosing Party.

4. Title

All Confidential Information disclosed by the Disclosing Party to the Receiving Party is acknowledged by the Receiving Party:

- 4.1 To be proprietary to the Disclosing Party; and
- 4.2 Not to confer any rights on the Receiving Party of whatever nature in the Confidential Information.

5. Restrictions on disclosure and use of the Confidential Information

The Receiving Party undertakes not to use the Confidential Information for any purpose other than:

- 5.1 That for which it is disclosed as specifically directed by the Disclosing Party; and
- 5.2 In accordance with the provisions of this Agreement.

6. Standard of Care

Both Parties agree that they shall protect the Confidential Information disclosed pursuant to the provisions of this Agreement using the same standard of care that each Party applies to safeguard its own proprietary, secret or Confidential Information and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.

7. Return of material containing or pertaining to the Confidential Information

- 7.1 Either Party may, at any time, request the other to return any material and/or data in whatever form containing, pertaining to or relating to Confidential

Information disclosed pursuant to the terms of this Agreement and may, in addition request the other to furnish a written statement to the effect that, upon such return, the Receiving Party has not retained in its possession, or under its control, either directly or indirectly, any such material and/or data.

- 7.2 As an alternative to the return of the material and/or contemplated in Clause 7.1 above, the Receiving Party shall, at the instance of the Disclosing Party, destroy such material and/or and furnish the Disclosing Party with a written statement to the effect that all such material has been destroyed.
- 7.3 The Receiving Party shall comply with any request by the Disclosing Party in terms of this clause, within 7 (seven) days of receipt of any such request.

8. Excluded Confidential Information

The obligations of the Receiving Party pursuant to the provisions of this Agreement shall not apply to any Confidential Information that:

- 8.1 Is known to, or in the possession of the Receiving Party prior to disclosure thereof by the Disclosing Party.
- 8.2 Is or has become publicly known, otherwise than as a result of a breach of this Agreement by the Receiving Party.
- 8.3 Is developed independently of the Disclosing Party by the Receiving Party in circumstances that do not amount to a breach of the provisions of this Agreement.
- 8.4 Is disclosed by the Receiving Party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the Receiving Party shall advise the Disclosing Party to take whatever steps it deems necessary to protect its interests in this regard and provided further that the Receiving Party will disclose only that portion of the Confidential Information which it is legally required to disclose and the Receiving Party will use its reasonable endeavours to protect the confidentiality of such Confidential Information to the greatest extent possible in the circumstances.
- 8.5 Is received from a Third Party in circumstances that do not result in a breach of the provisions of this Agreement.

9. Term of Agreement

- 9.1 This Agreement shall be effective on and from the date of signature of the last signing Party and shall be effective for a period of..... months (the "Term").
- 9.2 In the event that the Parties extend the "Term" by mutual and written agreement, then the provisions of this Agreement shall endure for a further period ofmonths mutatis mutandis.

10. Breach

In the event that the Receiving Party should breach the provisions of this Agreement and fail to remedy such breach within seven (7) days from date of a written notice to do so, then the Disclosing Party shall be entitled to invoke all remedies available to it in law including, but not limited to, the institution of urgent interim proceedings and/ or an action for damages.

11. Enforcement

The failure by the Disclosing Party to enforce or to require the performance at any time of any of the provisions of this Agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this Agreement or any part thereof or the right of the Disclosing Party to enforce the provisions of this Agreement.

12. Headings

The headings of the clauses of this Agreement are used for convenience only and shall not affect the meaning or construction of the contents of this Agreement.

13. Representations and Warranties

Each Party represents that it has authority to enter into this Agreement and to do all things necessary to procure the fulfilment of its obligations in terms of this Agreement.

14. Entire Agreement

This Agreement contains the entire Agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior Agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement.

15. Assignment

This Agreement shall not be assigned by the company to any person, save and except with the prior consent of DRDO in writing, and that the DRDO shall be entitled to decline consent without assigning any reason.

16. Dispute Resolution/ Arbitration

All disputes or differences arising out of or in connection with the Agreement shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Agreement, which cannot be settled amicably, shall be resolved by arbitration in accordance with the following provision:

(a) For Central and State PSEs: In the event of any dispute or difference relating to interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts interse and also between CPSEs and Government Departments/ Organizations

(excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

(b) For other Firms: Any dispute, disagreement arising out of or relating to the Agreement, which cannot be settled amicably, shall be resolved by arbitration in accordance with the following provisions:

"The case of arbitration may be referred to arbitrator/arbitrators appointed as per section 11 of Indian Arbitration and Conciliation Act, 1996 as amended and the proceedings shall be conducted in accordance with the procedure of Indian Arbitration and Conciliation Act, 1996 as amended."

Or

Any dispute arising out of or in connection with this contract/ agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause.

The place/seat of the arbitration shall be [New Delhi, India].*

*If a place/seat other than New Delhi is chosen, please replace [New Delhi, India] with the city and country of choice (e.g., [City, Country]).

The Tribunal shall consist of _____** arbitrator(s).

**State an odd number. Either state one, or state three.

The law governing the arbitration agreement shall be [Indian Law].

The language of the arbitration shall be [English].

APPLICABLE LAW

The governing law of the contract/ agreement shall be [Indian Law].

17. Governing law

This Agreement and the relationship of the Parties in connection with the subject matter of this Agreement and each other shall be governed and determined in accordance with the laws of the Republic of India.

18. Force Majeure

Neither Party shall be responsible or liable to the other Party for any failure to perform any of its covenant or obligations hereunder if such failure results from

Force Majeure, i.e., unforeseeable events or circumstances, any acts of God and beyond the reasonable control of such Party. The Party failing to perform as a result of an event of Force Majeure shall no later than Fifteen (15) days from the occurrence of Force Majeure notify in writing to the other Party of such event of Force Majeure and shall take all action that is reasonably possible to remove such event of Force Majeure.

19. Postal addresses

19.1 Any written notice in connection with this Agreement shall be addressed:

19.1.1 In the case of DRDO

Address : Director, Industry Interface and Technology Management (DIITM),
Room No 447, B Block, DRDO HQrs,
DRDO Bhawan, Rajaji Marg,
New Delhi - 110 011

19.1.2 In the case of The Company

Address: Company

Address.....
.....and shall be marked for the attention
of Name, nominated by the Company

19.2 A Party may change that Party's address, provided it gives a 30 (thirty) days prior notice in writing to the other Party.

19.3 If any notice is to be sent by mail, it shall be sent by prepaid registered mail and shall then be deemed until and unless the contrary is proved, to have been received 20 (twenty) days after the date of posting.

19.4 If any notice is sent by telefax, it will be deemed, until and unless the contrary is proved, to have been received on the date recorded on the transmission slip.

19.5 If any notice is delivered by hand, it will be deemed to have been received on proof of the date of delivery.

20. Severability

In the event of any one or more of the provisions of this Agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not a part of this Agreement, and the Agreement shall be carried out as nearly as possible in accordance with its original terms and intent.

21. Amendments

No amendment/ modification/ alternation of any of the terms of this Agreement shall be valid till it is reduced to writing and duly signed by the Parties. Any amendment shall be subject to final approval by the Director, DIITM, DRDO HQrs.

**IN WITNESS HEREOF, the parties have set their hands to it on the
Day,.....Month and Year..... (Two Thousand)**

Signed For and on behalf of the President of India	Signed by on and behalf of M/s “Name of the Company”, City
Signature:	By :
Name :	Name :
Title : Director, Name of Lab/ Estt, City	Title :
Seal:	Seal:
Date :	Date :

In the presence of :

Witness

By : _____

Name: _____

Title: _____

Organisation: _____

By :

Date:

Witness

By : _____

Name: _____

Title: _____

Organisation: _____

Appendix 'G'

Confidentiality and Non-Disclosure Agreement (CNDA)

(For Foreign Companies)

Confidentiality and Non-Disclosure Agreement (CNDA)

Between

LAB/ ESTT Name, City

Defence Research Development Organisation (DRDO)

Ministry of Defence, Government of India

And

Company Name, City, Country

This Confidentiality and Non-Disclosure Agreement is entered into on the Day of.....Month in the Year(Two Thousand)

Between

The President of India, acting through and represented by the **Director, Lab/ Estt Name, City** a constituent Lab/ Estt under the **Defence Research and Development Organisation**, Ministry of Defence, Government of India and the **Director, Industry Interface and Technology Management (DIITM)** at DRDO HQ, DRDO Bhawan, New Delhi – 110011 (Hereinafter referred to as “DRDO”, which expression shall whenever the context so requires or admits, mean and include its successors in office and/ assigns).

And

“Name of the Company”, a company formed in accordance with the laws of **“Name of Country”** and having their registered office at **“Company Address”** (Hereinafter referred to as **Company Name**, which expression shall whenever the context so requires or admits, mean and include their heirs/successors, respective executors, administrators, legal representatives, and/or permitted assigns).

“DRDO” and **“Company Name”** are individually referred to as **“Party”** and jointly as **“Parties”**.

WHEREAS

- a) DRDO has developed a technology called - **“Technology Name”**, **TechnologyDescription**.....

 (Hereinafter referred

to as “Technology” for which the present agreement of Confidentiality and Non-Disclosure is executed)

- (b) The Parties intend to provide each other with certain information pertaining to their operations and the Parties are in the process of discussing certain matters with a view to concluding a business agreement (**“the potential agreement”**), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the Parties conclude the potential agreement will not affect the validity of this Agreement.
- (c) The Parties wish to record the terms and conditions upon which they shall disclose the Confidential Information to each other, which terms and conditions shall constitute a binding and enforceable Agreement between the Parties and their agents.

NOW THEREFORE in consideration of the foregoing and the respective covenants and Agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to legally bound hereby, the Parties agree as follows:

1. Disclosing and Receiving Parties

The Party Disclosing the Confidential Information shall be known as the “Disclosing Party” and the Party Receiving the Confidential Information shall be known as the “Receiving Party”.

2. The Confidential Information

“Confidential Information” shall, for the purpose of this Agreement include, without limitation, any technical, commercial, financial information, know-how, trade secrets, processes, machinery, designs, drawings, technical specifications, and data in whatever form, disclosed to or assessed by the Receiving Party during the course of its relationship with the Disclosing Party.

3. Disclosure of Confidential Information

- 3.1 The Disclosing Party shall disclose the Confidential Information to the Receiving Party only to the extent deemed necessary or desirable by the Disclosing Party in its discretion.
- 3.2 The Receiving Party acknowledges that the Confidential Information is a valuable, special and unique asset proprietary to the Disclosing Party.
- 3.3 The Receiving Party agrees that it will not, during or after the course of their relationship and/or the term of this Agreement as described in Clause 9, disclose the Confidential Information to any third Party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party, save in accordance with the provisions of this Agreement. For avoidance of doubt, in this Agreement “Third Party” means any Party other than the

Receiving and Disclosing Parties (their holding and subsidiary companies or agents who shall be deemed to be bound by the provisions of this Agreement).

3.4 Notwithstanding anything to the contrary contained in this Agreement the Parties agree that the Confidential Information may be disclosed by the Receiving Party to its professional advisors on a need-to-know basis; provided that the Receiving Party takes all the necessary steps to ensure that such professional advisors agree to abide by the terms of this Agreement to prevent the unauthorised disclosure of the Confidential Information to Third Parties. For purposes of this clause, the Receiving Party's professional advisers and employees, directors or managers shall be deemed to be acting, in the event of a breach, as the Receiving Party's duly authorised agents.

3.5 The Receiving Party agrees not to utilise, exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Agreement for any purpose whatsoever without the prior written consent of the other/the Disclosing Party.

4. Title

All Confidential Information disclosed by the Disclosing Party to the Receiving Party is acknowledged by the Receiving Party:

- (a) To be proprietary to the Disclosing Party; and
- (b) Not to confer any rights on the Receiving Party of whatever nature in the Confidential Information.

5. Restrictions on disclosure and use of the Confidential Information

The Receiving Party undertakes not to use the Confidential Information for any purpose other than:

- (a) That for which it is disclosed as specifically directed by the Disclosing Party; and
- (b) In accordance with the provisions of this Agreement.

6. Standard of Care

Both Parties agree that they shall protect the Confidential Information disclosed pursuant to the provisions of this Agreement using the same standard of care that each Party applies to safeguard its own proprietary, secret or Confidential Information and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.

7. Return of material containing or pertaining to the Confidential Information

7.1 Either Party may, at any time, request the other to return any material and/or data in whatever form containing, pertaining to or relating to Confidential

Information disclosed pursuant to the terms of this Agreement and may, in addition request the other to furnish a written statement to the effect that, upon such return, the Receiving Party has not retained in its possession, or under its control, either directly or indirectly, any such material and/or data.

- 7.2 As an alternative to the return of the material and/or contemplated in Clause 7.1 above, the Receiving Party shall, at the instance of the Disclosing Party, destroy such material and/or and furnish the Disclosing Party with a written statement to the effect that all such material has been destroyed.
- 7.3 The Receiving Party shall comply with any request by the Disclosing Party in terms of this clause, within 7 (seven) days of receipt of any such request.

8. Excluded Confidential Information

The obligations of the Receiving Party pursuant to the provisions of this Agreement shall not apply to any Confidential Information that:

- 8.1 Is known to, or in the possession of the Receiving Party prior to disclosure thereof by the Disclosing Party
- 8.2 Is or has become publicly known, otherwise than as a result of a breach of this Agreement by the Receiving Party
- 8.3 Is developed independently of the Disclosing Party by the Receiving Party in circumstances that do not amount to a breach of the provisions of this Agreement
- 8.4 Is disclosed by the Receiving Party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the Receiving Party shall advise the Disclosing Party to take whatever steps it deems necessary to protect its interests in this regard and provided further that the Receiving Party will disclose only that portion of the Confidential Information which it is legally required to disclose and the Receiving Party will use its reasonable endeavours to protect the confidentiality of such Confidential Information to the greatest extent possible in the circumstances
- 8.5 Is received from a Third Party in circumstances that do not result in a breach of the provisions of this Agreement.

9. Term of Agreement

- 9.1 This Agreement shall be effective on and from the date of signature of the last signing Party and shall be effective for a period of.....months (the "Term").
- 9.2 In the event that the Parties extend the "Term" by mutual and written agreement, then the provisions of this Agreement shall endure for a further period ofmonths mutatis mutandis.

10. Breach

In the event that the Receiving Party should breach the provisions of this Agreement and fail to remedy such breach within seven (7) days from date of a written notice to do so, then the Disclosing Party shall be entitled to invoke all remedies available to it in law including, but not limited to, the institution of urgent interim proceedings and/ or an action for damages.

11. Enforcement

The failure by the Disclosing Party to enforce or to require the performance at any time of any of the provisions of this Agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this Agreement or any part hereof or the right of the Disclosing Party to enforce the provisions of this Agreement.

12. Headings

The headings of the clauses of this Agreement are used for convenience only and shall not effect the meaning or construction of the contents of this Agreement.

13. Representations and Warranties

Each Party represents that it has authority to enter into this Agreement and to do all things necessary to procure the fulfilment of its obligations in terms of this Agreement.

14. Entire Agreement

This Agreement contains the entire Agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior Agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement.

15. Assignment

This Agreement shall not be assigned by the company to any person, save and except with the prior consent of DRDO in writing, which the DRDO shall be entitled to decline consent without assigning any reason.

16. Dispute Resolution/ Arbitration

All disputes or differences arising out of or in connection with the Agreement shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Agreement, which cannot be settled amicably, shall be resolved by arbitration in accordance with the following provision:

Any dispute, disagreement arising out of or relating to the Agreement, which cannot be settled amicably, shall be resolved by arbitration in accordance with the following provisions:

"The case of arbitration may be referred to arbitrator/arbitrators appointed as per section 11 of Indian Arbitration and Conciliation Act, 1996 as amended and the proceedings shall be conducted in accordance with the procedure of Indian Arbitration and Conciliation Act, 1996 as amended."

Or

"The case of arbitration may be referred to International Centre for Alternative Dispute Resolution (ICADR) for the appointment of arbitrator and proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996."

Or

Any dispute arising out of or in connection with this contract/ agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause.

The place/seat of the arbitration shall be [New Delhi, India].*

*If a place/seat other than New Delhi is chosen, please replace [New Delhi, India] with the city and country of choice (e.g., [City, Country]).

The Tribunal shall consist of _____** arbitrator(s).

**State an odd number. Either state one, or state three.

The law governing the arbitration agreement shall be [Indian Law].

The language of the arbitration shall be [English].

APPLICABLE LAW

The governing law of the contract/ agreement shall be [Indian Law].

17. Governing law

This Agreement and the relationship of the Parties in connection with the subject matter of this Agreement and each other shall be governed and determined in accordance with the laws of the Republic of India.

18. Force Majeure

Neither Party shall be responsible or liable to the other Party for any failure to perform any of its covenant or obligations hereunder if such failure results from Force Majeure i.e., unforeseeable events or circumstances, any acts of God and beyond the reasonable control of such Party. The Party failing to perform as a result of an event of Force Majeure shall no later than Fifteen (15) days

from the occurrence of Force Majeure notify in writing the other Party of such event of Force Majeure and shall take all action that is reasonably possible to remove such event of Force Majeure.

19. Postal addresses

19.1 Any written notice in connection with this Agreement shall be addressed:

19.1.1 In the case of DRDO

Address:

**Director, Industry Interface and Technology Management,
Room No 447, B Block, DRDO HQrs,
DRDO Bhawan, Rajaji Marg,
New Delhi-110011**

19.1.2 In the case of The Company

Address:CompanyAddress.....
.....and
shall be marked for the attention of **Name nominated by the company**

19.2 A Party may change that Party's address, provided it gives a 30 (thirty) days prior notice in writing to the other Party.

19.3 If any notice is to be sent by mail, it shall be sent by prepaid registered mail and shall then be deemed until and unless the contrary is proved, to have been received 20 (twenty) days after the date of posting.

19.4 If any notice is sent by telefax, it will be deemed, until and unless the contrary is proved, to have been received on the date recorded on the transmission slip.

19.5 If any notice is delivered by hand, it will be deemed to have been received on proof of the date of delivery.

20. Severability

In the event of any one or more of the provisions of this Agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not a part of this Agreement, and the Agreement shall be carried out as nearly as possible in accordance with its original terms and intent.

21. Amendments

No amendment/ modification/ alternation of any of the terms of this Agreement shall be valid till it is reduced to writing and duly signed by the Parties. Any

amendment shall be subject to final approval by the Director, DIITM, DRDO HQrs.

**IN WITNESS HEREOF, the parties have set their hands to it on the
Day,.....Month and Year..... (Two Thousand)**

Signed For and on behalf of the President of India	Signed by on and behalf of M/s "Name of the Company", City
Signature:	By :
Name :	Name :
Title : Director, Name of Lab/ Estt, City	Title :
Seal:	Seal:
Date :	Date :

In the presence of :

Witness

By : _____

Name: _____

Title: _____

Organisation: _____

By :

Date:

Witness

By : _____

Name: _____

Title: _____

Organisation: _____

Appendix 'H'

Material Transfer Agreement (MTA)

Material Transfer Agreement (MTA)

Between

LAB/ ESTT Name, City

Defence Research & Development Organisation (DRDO), India

And

Name of the Company, City, Country

For

Name of the Technologies

This MATERIAL TRANSFER AGREEMENT (the “Agreement”), is entered into on the..... Day of Month in the Year(Two Thousand)

BETWEEN

The President of India, acting through and represented by the **Director, Lab/ Estt Name, City** a constituent laboratory under the **Defence Research and Development Organisation**, Ministry of Defence, Government of India and the **Director, Industry Interface and Technology Management (DIITM)** at DRDO HQrs, DRDO Bhawan, New Delhi – 110011(Hereinafter referred to as “**PROVIDER**”, which expression shall whenever the context so requires or admits, mean and include its successors in office and/ assigns).

AND

“**Name of the Company**”, a company formed in accordance with the laws of India and having their registered office at “**Company Address**” (Hereinafter referred to as “**RECIPIENT**”, which expression shall whenever the context so requires or admits, mean and include their heirs/successors, respective executors, administrators, legal representatives, and/or permitted assigns). Pursuant to signing of the **Confidentiality & Non Disclosure Agreement** dated _____ between the PROVIDER and the RECIPIENT, the RECIPIENT has shown keen interest in further Testing and Validation on the products and technologies of – **Name of the technologies (Hereinafter together referred to as the “MATERIAL”)** already developed in India by the PROVIDER. The PROVIDER has, therefore, agreed to provide to the RECIPIENT with materials and protocols proprietary to PROVIDER in order to allow such institutions and

investigators in India through the RECIPIENT to conduct Testing and Validation relating to the 'MATERIAL', subject to the terms and conditions set forth below.

1. Material; Testing and Validation

Subject to the terms and conditions of this Agreement, PROVIDER agrees to provide RECIPIENT with mutually agreed quantities of the materials specified on Exhibit A (the "Material") as are reasonably available for the sole purpose of allowing RECIPIENT to undertake the Testing and Validation described on Exhibit B (the "Testing and Validation") RECIPIENT shall be responsible for the cost of transporting Material shipped to it by PROVIDER pursuant to this Agreement.

2. Other Limitations

RECIPIENT agrees: (i) to use prudence and reasonable care in the use, handling, storage, transportation, disposition, and containment of the Material, due to its experimental nature; (ii) not to administer or use the Material in humans under any circumstance; (iii) not to use the Material for any commercial purpose; (iv) not to use the Material in any research other than the Testing and Validation (as described on Exhibit B) without first obtaining PROVIDER's written consent.

3 Control of Material

RECIPIENT AGREES TO RETAIN CONTROL OVER THE MATERIAL AND NOT TO TRANSFER MATERIAL TO ANY THIRD PERSON OR ENTITY WITHOUT FIRST OBTAINING PROVIDER'S PRIOR WRITTEN CONSENT. PROVIDER reserves the right to distribute the Material to others and use the Material without restriction for its own purposes. Upon the earlier to the PROVIDER's notice or the completion of the Testing and Validation, RECIPIENT agrees to notify PROVIDER of any quantities of Material remaining upon completion of the Testing and Validation and, at PROVIDER's option, shall (i) return any remaining Material to PROVIDER, or (ii) destroy such material on the request of the PROVIDER and on destruction of such remaining Material, the RECIPIENT shall provide a 'Certificate of Destruction' to the PROVIDER clearly mentioning therein the quantities of the Materials destroyed and the method used for destruction.

4. No Warranty

THE MATERIAL BEING SUPPLIED BY THE PROVIDER UNDER THIS AGREEMENT IS FOR THE TESTING AND VALIDATION PURPOSE ONLY ON "AS IS WHERE IS" BASIS AND IT SHALL NOT CARRY WARRANTIES OF WHATSOEVER NATURE, EITHER EXPRESSED OR IMPLIED AND THE PROVIDER HEREBY SPECIFICALLY AND EXPRESSELY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE MATERIAL FOR A PARTICULAR PURPOSE. PROVIDER makes no representation or

warranty that the use of Material will not infringe the proprietary rights of any third party.

5. Confidentiality

All oral or written communications received by RECIPIENT relating to Material are, and shall remain, proprietary and confidential to PROVIDER. RECIPIENT agrees to hold all such information in strict confidence and not to disclose such information to any third party or use it for any purpose other than to conduct the Testing and Validation, except that RECIPIENT shall not be required to maintain the confidentiality of information that:

- (a) Is already known to RECIPIENT at the time of its disclosure by PROVIDER, as evidenced by written records of RECIPIENT,
- (b) Has become publicly known and generally available through no wrongful act of RECIPIENT, or
- (c) Has been received by RECIPIENT or from a third party authorised to make such disclosure, as evidenced by written records of RECIPIENT.

6. Reports

During the term of this Agreement, RECIPIENT agrees to (i) periodically, but in no event less than annually, furnish PROVIDER with a written report summarising the results of the Testing and Validation to date, and (ii) within thirty (30) days of the completion of the Testing and Validation, furnish PROVIDER with a final written report detailing the results of the Testing and Validation. The final report may be in the form of a manuscript, abstract, or other publication submission. Such report shall be submitted in English language.

7. Publications

PROVIDER recognises that RECIPIENT may wish to publish scientific articles, abstracts, or posters, or make oral presentations relating to the results or Testing and Validation, and RECIPIENT recognises that publication or other public disclosure of the information relating to the Results or Testing and Validation can jeopardize proprietary rights, including patent rights, relating thereto of the PROVIDER. Therefore, RECIPIENT specifically agrees not to publish in any form and/or disclose to a third party or to public at large or make oral presentation relating to the Results or Testing and Validation, without specific and categorical written consent and approval of the PROVIDER in advance. It is clearly understood that if the RECIPIENT publishes and/ or discloses or makes oral presentation stated above, without prior written consent and approval of the PROVIDER, RECIPIENT shall render itself liable to damages to the PROVIDER for breach of the Agreement. For the purpose of obtaining such advance consent and approval of the PROVIDER, the RECIPIENT shall provide to the PROVIDER with an advance copy of such

proposed publication, oral presentation, poster, or other disclosure intending to disseminate any or all of the results at least thirty (30) days prior to submission for publication, presentation, or other disclosure. At PROVIDER's request, RECIPIENT agrees to delete confidential information of PROVIDER, and, if requested by PROVIDER within such thirty (30) day period, to delay submission for publication, presentation, or other disclosure for up to an additional sixty (60) days to permit the filing of one or more patent applications in respect of Developments. In the event PROVIDER determines that Results or Developments are more appropriately protected by a form of intellectual property other than patent rights, RECIPIENT agrees to delete the same from the publication, presentation, or other disclosure. In accordance with scientific custom, the contribution of PROVIDER will be expressly noted in all written or oral public disclosures made by RECIPIENT which relate to the Testing and Validation or results, by acknowledgment or co-authorship, as appropriate.

8. **Ownership**

It is understood by RECIPIENT that PROVIDER and its Affiliates will retain full ownership of the Material(s). Both parties will explore the possibility of a further collaboration, including the business terms thereof, in good faith if the results of the Study under this MTA warrant the same. In the event of breach by the RECIPIENT, PROVIDER shall remain the exclusive owner of all materials and know-how exchanged between PROVIDER and the RECIPIENT.

9. **Term; Termination**

The term of this Agreement shall extend until _____ unless the same is extended in writing by the Parties. Any right or obligation which accrues hereunder and Clauses 3, 5-9, 14, and 17 of this Agreement prior to the effective date of termination shall survive such termination.

10. **Notice**

Any notice to be given pursuant to this Agreement shall be made and deemed effective if sent to the party to whom such notice is required or permitted at the party's address first listed above, attention: **Director, Directorate of Industry Interface and Technology Management (DIITM)**, if to PROVIDER, and attention: Name of Recipient – Designation, **Name of the Company**, if to RECIPIENT. Notice may be given via courier, registered mail, postage prepaid, and the like.

11. **Relationship**

The relationship created by this Agreement between PROVIDER and RECIPIENT shall be that of independent contractors without the authority given to either party to bind or act as agent for the other or its employees for any purpose.

12. Compliance with Law

RECIPIENT shall ensure that it shall comply with all applicable Government laws, regulations, and rules while carrying out the Testing and Validation and for any violations thereof, the RECIPIENT alone shall be fully liable.

13. Indemnification

RECIPIENT shall indemnify, defend, and hold PROVIDER, its directors, officers, employees, and agents harmless from and against any liability or cost, arising from any claim, suit, or proceeding arising as a result of or in connection with RECIPIENT's use, handling, storage, transportation, disposition, or containment of the material or conduct of the Testing and Validation or use of the Results, except to the extent due to the gross negligence of PROVIDER.

14. No Implied Licences

EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER DOES NOT, BY IMPLICATION OR OTHERWISE, GRANT TO RECIPIENT ANY LICENCE OR OTHER RIGHT WITH RESPECT TO MATERIAL, DEVELOPMENTS, RESULTS, OR ANY INTELLECTUAL PROPERTY RELATING TO ANY OF THE FOREGOING.

15. No Conflicting Obligations

The Materials will not be used by the RECIPIENT in any research that is subject to consulting licensing or similar obligations to any third party without the prior written consent of the PROVIDER. In no event will the RECIPIENT use the results to file or support patent applications or patents in its name or in the name of any third party, without the prior written consent of the PROVIDER.

16. Grants

Applying for Grants in connection with the subject of this Agreement is not allowed without the prior written consent of PROVIDER. For this, RECIPIENT shall disclose to the PROVIDER all the terms and conditions of the intended grants.

17. Assignment

RECIPIENT shall not assign its interest in this Agreement without the prior written consent of PROVIDER to any third party. However, PROVIDER may assign its interest in this Agreement and its rights hereunder to any other person.

18. Dispute Resolution/Arbitration

All disputes or differences arising out of or in connection with the Agreement shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Agreement, which cannot be settled amicably, shall be resolved by arbitration in accordance with the following provision:

(a) For Central and State PSEs: In the event of any dispute or difference relating to interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

(b) For other Firms: Any dispute, disagreement arising out of or relating to the Agreement, which cannot be settled amicably, shall be resolved by arbitration in accordance with the following provisions:

"The case of arbitration may be referred to arbitrator/arbitrators appointed as per section 11 of Indian Arbitration and Conciliation Act, 1996 as amended and the proceedings shall be conducted in accordance with the procedure of Indian Arbitration and Conciliation Act, 1996 as amended."

Or

"The case of arbitration may be referred to International Centre for Alternative Dispute Resolution (ICADR) for the appointment of arbitrator and proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996."

Or

Any dispute arising out of or in connection with this contract/ agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause.

The place/seat of the arbitration shall be [New Delhi, India].*

*If a place/seat other than New Delhi is chosen, please replace [New Delhi, India] with the city and country of choice (e.g., [City, Country]).

The Tribunal shall consist of _____** arbitrator(s).

**State an odd number. Either state one, or state three.

The law governing the arbitration agreement shall be [Indian Law].

The language of the arbitration shall be [English].

APPLICABLE LAW

The governing law of the contract/ agreement shall be [Indian Law].

19. **Governing Law**

This Agreement and the relationship of the parties in connection with the subject matter of this Agreement with each other shall be governed and determined in accordance with the laws of the Republic of India.

20. **Amendments**

No amendment, modification, alteration or waiver of any of the provisions of this Agreement shall be effective unless reduced in writing and signed by both the parties.

21. **Force Majeure**

This Agreement is subject to usual Force Majeure clause preventing the Parties to discharge their obligations which includes incidents by fire, Act of God, riots or other civil commotion, enemy action and/or other causes not within the control of the parties and in such cases neither party shall be liable to pay any compensation, claims to the other party. In the event either of the parties is affected by any circumstance covered under this Force Majeure Clause, the other Party to the Agreement shall be informed of such circumstance within 15 days from the date of arising of such situation. If the situation preventing the affected Party to discharge its obligation, under the Agreement persists for more than three months continuously, either Party shall be at liberty to terminate this Agreement, subject of other clauses in this Agreement especially Clause 3.

22. **Non-Exclusivity**

This Agreement has been signed between the parties on **non-exclusive** basis and the PROVIDER is at liberty to have similar arrangement with other organisations in India and abroad during the validity of this Agreement.

23. **Entire Agreement**

This Agreement with its Exhibits set forth the entire agreement between the parties with respect to the subject matter contained herein and supersedes any previous understandings, commitments, or agreements, whether oral or written, with respect to the subject matter of this Agreement.

**IN WITNESS HEREOF, the parties have set their hands to it on the Day,
 Month and Year (Two Thousand)**

Signed For and on behalf of the President of India	Signed by on and behalf of M/s "Name of the Company", City
Signature:	By :
Name :	Name :
Title : Director, Name of Lab/ Estt, City	Title :
Seal:	Seal:
Date :	Date :

In the presence of:

Witness

By : _____

Name: _____

Title: _____

Organisation: _____

By :

Date:

Witness

By : _____

Name: _____

Title: _____

Organisation: _____

Exhibit A: Material and Protocols

For purposes of this Agreement, “Material” shall mean:

- Quantity of Product(s)

Exhibit B: Testing and validation

By Testing and Validation it would mean the process of checking/tests/experiments conducted to prove the claim or confirm the performance, validity of data, or validate the processes as claimed by the mentioned technology/ material/ product.

It could also include all such tests/experiments that are required to be conducted for getting the necessary statutory approvals for introducing the product/technology in the market. List of such tests is to be provided by the recipient to the provider in writing and necessary approval has to be taken from the provider in writing.

It Prohibits:

- Its use for carrying out the tests/experiments for the purpose of reverse engineering or for any other purpose with an intention to exploit the findings for Business Development activities without entering into license agreement through transfer of technology from the provider.
- Its use for publishing papers, without the prior written consent and approval by the Provider. However, publishing of the products/material provided by the Provider in the papers for advertising purposes with an object to market the product, are not prohibited.
- Its citation and its discussion at various forums, seminars or conferences, without the prior written consent and approval by the Provider. For this, the Recipient as per the provisions of Clause 7 of the Agreement shall give to the Provider at least thirty (30) days advance notice and wait for his approval and/or objection/suggestion.

Appendix 'J'

Technology Absorption Certificate

MINISTRY OF DEFENCE
DEFENCE RESEARCH & DEVELOPMENT ORGANISATION
Directorate of Industry Interface & Technology Management (DIITM)

Tele :

Fax :

DRDO/DIITM/ToT/

Room No.

DRDO Bhawan

New Delhi -110011

Date

Name and Address of the Licensee

Category

Sub: Technology Absorption Certificate

Ref:- i) “LAToT Reference ”.

ii) “DRDO Lab/ Estt recommendation letter no for issue of TA-Certificate”.

- Reference above.
- ToT of the following technology has been transferred to “**Licensee Industry Name, Place**” vide LAToT License No. _____ Dated ____ with validity of _____ years: -

“Name of the Technology(ies) as in LAToT”

- This is to certify that “**Name of the Licensee, Place**” has successfully absorbed technology for manufacture of “**Name of the Technology(ies) as in LAToT**” technology under the supervision of “**Name of the concerned DRDO Lab/ Estt, Place**” & “**Name of the Licensee, Place**” can manufacture “**Name of the Technology(ies) as in LAToT**” as per the TTD given by laboratory vide above license.
- This Certificate is issued on the recommendation of Director, “**Name of the concerned DRDO Lab/ Estt**” and has the approval of **Director, DIITM** and valid till _____

()

Copy to:

Director Lab/ Estt

Issued By

Annexure-I to Appendix 'J'

Template of SoC to issue Technology Absorption Certificate

1. Name of DRDO Lab(s)/Estt(s)
2. Name of Technology:
3. Category:
4. LAToT number and signing date:
5. Name and address of the Licensee industry requesting TA-Certificate
6. Letter no/ email reference and date of receipt
7. Brief details on the infrastructure available/ established by the licensee:
8. Brief details on compliance of TA- Certificate requirement by the licensee industry:
9. Any other point

(Tech Coord/ IIG/ Project Leader)

Recommended/ Not Recommended

(Lab/ Estt Director)

Concurred/ Not concurred

(Director DIITM)

Appendix 'K'

End User Certificate

End User Certificate is required before supply of systems, subsystems, and components to DcPP/ PA / DP or other ToT holders for further integration for end use within the Licensing Region.

**[TO BE SUBMITTED ON THE LETTER HEAD OF INDIAN MANUFACTURER
(DCPP/ PA/ DP) OR OTHER TOT HOLDER BUYING THE ITEM]
END USER CERTIFICATE**

1. ToT Holder supplying the item
(Name, Address, Registered Office, Telephone/Fax Number) :
2. Indian Manufacturer (DcPP/ PA/ DP or other ToT holder) buying the item
(Name, Address, Registered Office, Telephone/Fax Number)
3. End User (Name, Address, Registered Office, Telephone/Fax Number) :
4. Contract/Purchase Order details

S.No.	Item Description	Purchase Order Number with Date	Quantity	Total Price

1. It is hereby certified that the item(s) supplied to us will be used by the under-signed for the following purpose(s) only _____.

2. It is hereby declared/certified that :

- (a) The item(s) supplied will not be used for purposes other than those declared in EUC.
- (b) The item(s) would not be subsequently transferred or exported without the prior authorization of the DRDO, Government of India.
- (c) The item(s) will not be diverted, sold or transferred to any third party whatsoever, except as indicated in EUC. And further, if required, post installation verification shall be allowed.
- (d) If required, verification/ certification that the possession of the item(s) has occurred would be provided.

- I/we also certify that all the facts contained in this certificate are true and correct to the best of my knowledge and belief and that I/we do not know of any additional facts that are inconsistent with this certificate.

Signature of End User _____

Designation _____

Official Stamp _____

Date _____

Place _____

Enclosure-I

(Agreement on Access to Biological Resources and/or Associated Knowledge for Commercial Utilization)

(For reference only)

Agreement on Access To Biological Resources And/ Or Associated Knowledge For Commercial Utilization

This Agreement is entered into as on the day of, year..... in accordance with Section 3 read with Section 19(1) of the **Biological Diversity Act, 2002** (Hereinafter referred to as " The Act") and Rule 14 of the **Biological Diversity Rules, 2004** (Hereinafter referred to as "The Rules").

Between

National Biodiversity Authority acting through and represented by (Name of the incumbent), Chairman being the authorised officer of the Authority (Hereinafter referred to as "the **NBA**" or "the Authority") having its office at 5th Floor, TICEL Bio Park, Taramani, Chennai-600 113, Tamil Nadu, India (www.nbaindia.org).

And

XYZ..... (is either a person who is not a citizen of India; a citizen of India, who is a non-resident as defined in clause (30) of section 2 of the Income-tax Act, 1961; a body corporate, association or organisation- i) not incorporated or registered in India; or ii) incorporated or registered in India under any law for the time being in force which has any non-Indian participation in its share capital or management who can be a Manufacturer/Company/Institute a firm, society, trust, educational institution or University incorporated/established and existing under the laws of..... (name of the Country and concerned Act/Law) or an / Individual, Trust etc) having its office at... (Hereinafter referred to as **XYZ**)

Hereinafter, the NBA and XYZ shall collectively be referred to as "the Parties" and individually as "Party".

WHEREAS:

NBA has been established by the Government of India under the powers granted to it by section 8 of the Biological Diversity Act 2002 (Act 18 of 2003). Under the said Act, NBA is the authority to permit access to any biological resources and/or associated knowledge found within the territory of India.

XYZ is a (is either a person who is not a citizen of India; a citizen of India, who is a non-resident as defined in clause (30) of section 2 of the Income-tax Act, 1961; a body corporate, association or organisation- i) not incorporated or registered in India; or ii) incorporated or registered in India under any law for the time being in force which has any non-Indian participation in its share capital or management who is a Manufacturer/Company/Institute/ Individual/Trust etc) and having business interests in the manufacturing of products which requires certain biological resources and/or associated knowledge as a raw materials.

XYZ has made an application in Form I (to be attached with this agreement as Schedule C), under Rule 14 of the Biological Diversity Rules, 2004 to seek approval from the NBA to access the biological resources and/or associated knowledge for the purposes of Commercial Utilisation of the same.

The formats of this Agreement on access to biological resources and/or associated knowledge for research/bio-survey and bio utilisation have been prepared in accordance with the provisions of the Biological Diversity Act, 2002 and the Biological Diversity Rules 2004.

The Parties hereto agree as follows:

1. Definitions

In this Agreement, unless the context otherwise requires:

Act means the Biological Diversity Act, 2002 (No.18 of 2003) and includes the Rules/Regulations/guidelines/notifications/regulations made under it.

Biological Resources: means the biological resources as defined in section 2(c) of the Act and includes any associated knowledge, which XYZ desires to access for the purposes of Commercial Utilisation and which is as described in **Schedule A** (details of the biological resources and/or associated knowledge to be furnished by XYZ) to this Agreement.

Commercial Utilisation means any use as described in the Act and limited to the actual use as described in **Schedule B** (details of the commercial utilization to be furnished by XYZ) to this Agreement.

Purpose

The purpose of this agreement is for access to biological resources and/ or associated knowledge occurring in India for commercial utilisation. In order to obtain approval from National Biodiversity Authority any person, who is not a citizen of India; a citizen of India, who is a non- resident as defined in clause (30) of section 2 of the Income-tax Act, 1961; a body corporate, association or organisation not incorporated or registered

in India or incorporated or registered in India under any law for the time being in force which has any non-Indian participation in its share capital or management is required to apply in **Form I** and pay application fee **Rs xxxxxx** as per Biological Diversity Rule 14 (1,2). The National Biodiversity Authority by order approves the access to biological resources for commercial utilisation in the form of an agreement duly signed by an authorised officer of the Authority and the applicant.

This regulation is mainly to contribute to the conservation and sustainable use of biological diversity and to secure equitable sharing of benefits arising out of the use of accessed biological resources if any.

2. Grant of Approval

- 2.1 XYZ requests for approval and the NBA hereby grants the approval for access to Biological Resources and/or associated knowledge as specified in Schedule A for the purposes of Commercial Utilisation subject to the terms and conditions set forth in this Agreement.
- 2.2 Any activities/use involving the Biological Resources and/or associated knowledge that are not expressly authorized by the provisions of this Agreement and any annexure hereto shall be deemed to be expressly prohibited.
- 2.3 XYZ hereby agrees that this Agreement shall not in any way constitute or be presumed to constitute a partnership, joint venture or joint enterprise in any way or for any purpose between the Parties hereto or make them in any way liable as partners of or as agents for one another. No Party has the authority to act for or to assume any obligation or responsibility on behalf of the other Party and the relationship between the Parties is that of a person and a statutory authority competent to approve access to biological resources and/or associated traditional knowledge under the Act.

3. Assignment

- 3.1 Without the prior written consent of the NBA in each instance, neither this Agreement nor the approval granted hereunder shall be transferred or assigned in whole or in part by XYZ to any person whether voluntarily or involuntarily, by operation of act or omission on the part of XYZ or otherwise. Failure of XYZ to obtain the prior written consent of the NBA to any such transfer or assignment shall be deemed to be a material breach of this Agreement and result in the immediate termination of this Agreement, without notice in addition to any other actions that may be taken against XYZ for the violation of the Act, along with application of provisions of Section 56 of the Act on penalty for contravention of directions.
- 3.2 This Agreement is strictly personal to XYZ and will be treated as terminated in the event of any substantial changes in the management or shareholding of XYZ, that alters the control structure of XYZ and includes changes brought by a transfer of business units, merger, demerger or any other kind of corporate restructuring.

4. Conditions for Access to Biological Resources

- 4.1 XYZ shall have access only to (quantity) of Biological Resources and/or associated knowledge as specified in Schedule A of this Agreement and undertakes to access the same in accordance with the directions given by the NBA (as delegated to the State Biodiversity Board (SBB) established in accordance with Sec. 22 of the Act or the Biodiversity Management Committee (BMC) constituted in accordance with Sec.41 of the Act or any other governmental agencies) The access to the biological resources and/or associated knowledge shall be done according to the guidelines/notifications/regulations for Access and Benefit sharing as issued by NBA or Central Government.
- 4.2 XYZ undertakes that it shall not allow any persons other than its authorized employees under its direct control and supervision to have access to the Biological Resources and/or associated knowledge. XYZ undertakes to protect the Biological resources and/or associated knowledge at least as well as it protects its own valuable tangible personal property and shall take measures to protect the Biological Resources and/or associated knowledge from any claims by third parties including creditors and trustees appointed by the court or other authorities in certain legal proceedings like bankruptcy, winding up etc.
- 4.3 XYZ undertakes to comply with the existing national laws, regulatory mechanisms and international agreements/treaties however subject to the Act and this agreement. The applicant shall also be abiding by the notifications/guidelines as issued/notified by the Government of India for the access to biological resources and/or associated knowledge.
- 4.4 The approval given under this agreement is without prejudice to any other approvals/permissions that may be required for the purpose of access to the biological resources and/or associated knowledge to be taken by XYZ from any other authorities under any other law in force in the territory of India. Failure to acquire such approvals/permissions shall be deemed as a material breach of this Agreement shall result in the termination of this Agreement. However, before such termination, upon an application by XYZ, a reasonable time as deemed appropriate by NBA may be given to XYZ to rectify the default and obtain required approval, permit, or licenses etc. within such time period so granted.
- 4.5 XYZ shall not distribute, transfer or obtain any form of IPR or part with the Biological Resources and/or the associated knowledge accessed under this Agreement in any manner without obtaining the prior written consent of the NBA under the provisions of the Act.

- 4.6 XYZ shall deposit the voucher specimen/Type specimen in the designated repositories of India in accordance with the guidelines and directions given by NBA.
- 4.7 In the event of seeking any form of intellectual property rights for any innovation on the accessed bioresources and/or associated knowledge in India or outside India, XYZ shall collaborate with any Research Institution/Universities established in India under the laws of India and recognized by the Government of India and seek prior approval from NBA as per the provisions of the Act and Rules and the guidelines/regulations for seeking intellectual property rights on biological resources and/or associated knowledge issued/notified by NBA or Central Government.

5. Liabilities and Indemnification

- 5.1 XYZ shall be solely responsible for any claims by third parties arising from the XYZ's acts or omissions in the course of performing this Agreement and under no circumstances shall the NBA be held responsible or liable for any such claims by third parties.
- 5.2 XYZ shall indemnify and save NBA harmless and its employees from and against all claims, demands, losses, damages, costs (including attorney fees), actions, suits or other proceedings, all in any manner based upon, arising out of, related to, occasioned by or attributable to, any acts or conduct of the XYZ, its employees or agents, (whether by reason of negligence or otherwise) in the performance by or on behalf of the XYZ of the provisions of this Agreement or any activity undertaken or purported to be undertaken under the authority or pursuant to the terms of this Agreement.
- 5.3 Notwithstanding anything contained in this clause, the NBA shall not be restricted to make any disclosure of any confidential information, if in its reasonable opinion such disclosures become important to deal with any emergency situation.
- 5.4 The XYZ undertakes to pay a sum of ten lakhs rupees for any material breach of this Agreement and further undertakes to pay such sum of ten lakhs rupees in addition to the amount as determined by NBA as the loss incurred by the Republic of India or the stake holders involved.

6. Terms and Termination

- 6.1 This Agreement, unless terminated as provided herein, shall remain in effect for a period of years (case to case basis) from the date on which XYZ made its first access to the Biological Resources and/or associated knowledge under this Agreement.
- 6.2 NBA may terminate this Agreement by a written notice on the happening of any of the following:

- (a) If XYZ does not make a payment due hereunder and fails to cure such non-payment within Thirty (30) days after the date of notice in writing of such non-payment by NBA.
- (b) If XYZ becomes insolvent or shall have a petition in bankruptcy, winding up filed for or against it. Such termination shall be effective immediately upon NBA giving written notice to XYZ.
- (c) The NBA shall revoke access or approval granted to XYZ if any of the circumstances mentioned in Biological Diversity Rule 15(1) arises and on any one or more of the grounds stated therein, namely:
 - 1. If XYZ has violated any of the provisions of the Act or the conditions on which approval was granted,
 - 2. If XYZ has failed to comply with these terms of agreement,
 - 3. If XYZ has failed to comply with any of the conditions of access granted,
 - 4. on account of overriding public interest or for protection of environment and conservation of biological diversity.
- (d) The NBA shall revoke access or approval granted to the XYZ in case if it is found that XYZ has accessed/attempted to access the biological resources for which access is restricted or prohibited under rule 16, namely: any endangered taxa ; any endemic and rare species; access may likely to result in adverse effect on the livelihoods of the local people; the access may result in adverse environmental impact which may be difficult to control and mitigate; access may cause genetic erosion or affecting the ecosystem function; and the use of resources for purposes contrary to national interest and other related international agreements entered into by India

In the event of revocation of access or approval as mentioned above this agreement shall automatically stand terminated.

- 6.3 As regards all other aspects and terms & conditions not provided for in this agreement they shall be governed by the provisions of the Act, Rules, regulations and the order of approval. XYZ may terminate this Agreement by giving sixty (60) days advance written notice of termination. Upon termination, XYZ shall submit a final payment report to NBA and any outstanding payments shall become immediately payable.
- 6.4. Upon termination of this Agreement, XYZ shall cease all use of the Biological Resources and shall, upon request, return or destroy (at the option of NBA) all Biological Resources under its control or in its possession. The costs in this regard shall be borne by XYZ

6.5. NBA shall not be liable for any loss or damage whatsoever caused to XYZ due to revocation of approval for access and/ or termination of this agreement on any ground whatsoever.

7. Royalty and other Benefit Sharing [will change on a case by case basis and will be regulated by the ABS guidelines]

7.1 XYZ shall pay to the National Biodiversity Authority, annually, during the term of this Agreement a royalty of.....% as agreed of the total sales of the Product derived from the use of the Biological Resource accessed.

7.2. NBA shall direct XYZ to share the benefits in all or any of the following manner as per sub section 2 and 3 of Section 21 of the Biological Diversity Act, 2002:

- (a) grant of joint ownership of Intellectual Property Rights to NBA, or where benefit claimers are identified, to such benefit claimers.
- (b) Transfer of technology
- (c) Location of production, research and development units in such areas which will facilitate better living standards to the benefit claimers;
- (d) Association of Indian scientists, benefit claimers and the local people with research and development in biological resources and bio-survey and bio-utilization;
- (e) Setting up of venture capital fund for aiding the cause of benefit claimers.
- (f) Payment of monetary compensation and non monetary benefits to the benefit claimers as the National Biodiversity Authority may deem fit

8. Reports and Audit

8.1 XYZ shall submit to NBA half yearly reports on the following:

- (a) the quantity of Biological Resources and/or associated knowledge accessed.
- (b) the total quantity of the Products produced by the use of the Accessed Biological Resource and/or associated knowledge.
- (c) the total billings of such Products (ex factory)
- (d) any other related information sought by the NBA by a written notice.

8.2 XYZ shall keep accurate records (together with supporting documentation) appropriate to determine all amounts due to NBA. Such records shall be retained for at least three (3) years following the end of the reporting period to which they relate.

8.3 The records mentioned in clause 8.2 should be made available during normal business hours for audit by any person authorised by NBA, for the sole purpose of verifying reports and payments hereunder. In conducting audits pursuant to this clause,

such person shall have access to all records which he reasonably believes to be relevant to the calculation of royalties.

- 8.4 The audit by such authorized person shall be at the expense of NBA, except that if such audit shows an underreporting or underpayment in excess of five percent (5%) for any twelve (12) month period, then XYZ shall pay the cost of such examination as well as any additional sum that would have been payable to NBA had XYZ reported correctly, plus interest on said sum at the rate of three per cent (3%) more than the then prevailing rate of Interest in a nationalized bank per month from the date of the incorrect reporting.

9. Confidentiality

- 9.1 The NBA agrees to treat as confidential any and all Confidential Information marked as "CONFIDENTIAL" and to that end further agrees that information disclosed pursuant to this Agreement relating to the Formulations, including efforts to commercialize the Formulations, shall be deemed Confidential Information.
- 9.2 Notwithstanding clause 9.1, Confidential Information may be disclosed to the extent required by any law or regulation or order of any governmental/administrative/judicial authority having jurisdiction over any of the Parties, with appropriate efforts made to maintain confidentiality.
- 9.3 NBA shall maintain Confidential Information in confidence, for as long as the confidential information does not fall within the Public Domain.
- 9.4 Notwithstanding anything contained in this clause, the NBA shall not be restricted to make any disclosure of any confidential information, if in its reasonable opinion such disclosures become important to deal with any emergency situations, or national or public interest or for the revocation of any IPR granted/to be granted in violation of the Act , rules, approval and/or to this agreement.

10. Notice

- 10.1 Wherever in this Agreement, it is required or permitted that a communication, notice or demand be given or served by either Party to or on the other Party, such communication, notice or demand will be in writing and will be validly given or sufficiently communicated if forwarded by Registered mail acknowledgement due, e-mail, telegram, telex or facsimile as follows:

The addresses for delivery are:

To the NBA:

The Chairperson,
 National Biodiversity Authority,
 5th Floor, TICEL Bio Park, Taramani,
 Chennai-600 113, Tamil Nadu, India.
 e-mail: chairman@nbaindia.in
 Fax:044-2254 1073
 To
 XYZ:

10.2 Notice will be deemed to have been delivered:

- (a) if delivered by hand, upon receipt;
- (b) if sent by electronic transmission, 48 hours after the time of transmission, excluding from the calculation weekends and public holidays;
- (c) if sent by certified mail, four (4) days after the mailing thereof, provided that if there is a postal strike or other disruption such notice will be delivered by hand or electronic transmission.

10.3 The Parties may change their respective addresses for delivery by delivering notice of change as provided in this paragraph.

11. Arbitration

11.1 If any controversy, question, dispute or difference (hereinafter referred to as a '**Dispute**') between the Parties hereto arises under this Agreement, any Party may give the other Party a written notice of Dispute adequately identifying and providing details of the Dispute. On receipt of such notice by the other Party, the Parties shall try to settle the Dispute amicably between them by negotiating in good faith within 30 days of the receipt of the notice of Dispute by the other Party.

11.2 If the Dispute is not resolved by such good faith negotiation within the period mentioned, the Parties agree to settle the Dispute through arbitration conducted by the sole arbitrator appointed by the Chairman, NBA. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Chennai, India. The language to be used in the arbitration proceedings shall be in English or as mutually agreed between the Parties.

11.3 The Parties hereto agree that the award and determination of the arbitrator shall be final and binding on both Parties hereto.

12. Governing Law and Jurisdiction

12.1 This Agreement is governed by and is to be construed in accordance with the laws of India without regard of the principles for the conflicts of laws subject to the provi-

sions of clause 11(arbitration). In the event of a dispute not settled through arbitration as specified in clause 11, the parties are free to exercise their right of appeal as provided under Section 52 of the Act. However, the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the High Court in Chennai, India.

12.2 As regards all other aspects not provided for in this agreement, they shall be governed by the provisions of the Act, rules, regulations and the order of approval.

13. Waiver

The Waiver by NBA, of any breach of any terms of this Agreement made by XYZ shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

14. Severability

If any part of this Agreement is declared or held invalid by a court for any reason, the invalidity of that part will not affect the validity of the remainder which will continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

15. Modification

No amendment or modification of this Agreement shall be valid or binding upon the Parties, unless agreed upon by both Parties, made in writing, and signed on behalf of each of the Parties by their duly and legally authorized signatories.

16. Entire Agreement

The Parties acknowledge that there are no representations either oral or written, as regards the subject matter of this Agreement, between the NBA and XYZ other than those expressly set out in this Agreement. All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Agreement are merged in and superseded by this document and are of no effect. This Agreement constitutes the entire understanding between the parties as to the subject matter of this Agreement. This Agreement sets forth all representations forming part of or in any way affecting or relating to the subject matter of this Agreement.

17. Representations

Either Party represent to each other Party that it has the legal right and power to enter into this Agreement and to perform its obligations under the terms of this Agreement and the execution, delivery and performance of this Agreement by it has been duly and validly authorized by all necessary corporate action or Government action on its part.

The documents attached hereto as Schedules forms an integral part of this Agreement as fully as if it were set forth herein *in extenso*, and consists of:

Schedule A: Details of the Biological Resources (**To be attached by the XYZ**) Schedule B: Details of the Commercial Utilisation (**To be attached by the XYZ**) Schedule C: Application made by XYZ in Form I (**To be attached by the XYZ**) and any other Appendix that may be added subsequently under the provisions of this Agreement.

This Agreement has been executed in duplicate. The original is to lie with the NBA and the duplicate with XYZ. Each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been executed by duly authorized representatives of the Parties on the day and the year first mentioned

Signed by the Authorised Officer of the Authority	Signed by duly authorized representative of the of XYZ authorized vide resolution No. dated of the Board of Directors
Witness	
For National Biodiversity Authority	For XYZ
1.	1.
2.	2.

Schedule A: Details of the Biological Resources

[To be filled in by XYZ]

Schedule B: Details of the Commercial Utilisation

[To be filled by XYZ]

Schedule C: Application made by XYZ in Form

Keywords/ Abbreviations

AHSP	Authority Holding Sealed Particulars
ABS	Access and Benefit Sharing
Addl FA	Additional Financial Advisor
AMRCD	Administrative Mechanism for Resolution of CPSEs Disputes
B2P	Built to Print
B2S	Built to specifications
CDA(R&D)	Controller of Defence Account (Research & Development)
PCDA(R&D)	Principal Controller of Defence Account (Research & Development)
CEC	Cost Estimation Committee
CFA	Competent Financial Authority
CNDA	Confidentiality and Non-Disclosure Agreement
CQA	Controller of Quality Assurance
DcPP	Development cum Production Partner
DP	Development Partner
DG	Director General
DPIIT	Department of Promotion of Industry and internal Trade
DIITM	Directorate of Industry Interface & Technology Management
DRDO	Defence Research & Development Organisation
DRDS	Defence Research and Development Services
EA	External Agency
EoI	Expression of Interest
ER & IPR	Extramural Research & Intellectual Property Rights

EUC	End User Certificate
IP	Intellectual Property
IPR	Intellectual Property Rights
LAToT	Licensing Agreement for Transfer of Technology
MHA	Ministry of Home Affairs
MILTECH	Military Technology
MoD	Ministry of Defence
MoU	Memorandum of Understanding
MTA	Material Transfer Agreement
NCAGE	NATO Commercial and Governmental Entity
NPV	Net Present Value
PA	Production Agency
PESO	Petroleum and Explosive Safety Organisation
POC	Point of Contact
QA	Quality Assurance
QC	Quality Control
SI	Shortlisted Industry
SQR	System Quality & Reliability
TAC	Technical Assessment Committee
ToT	Transfer of Technology
TTD	Technology Transfer Document
TNF	Technology Nomination Form



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