

**TALENT DEVELOPMENT AGREEMENT BETWEEN COMPANY NAME AND IIT  
KANPUR**

This sponsored executive Training agreement (hereinafter referred to as "Agreement") is made and entered into on this \_\_\_\_\_ (Effective Date) by and between:

\_\_\_\_\_ here in after \_\_\_\_\_, which term shall include its successors and permitted assigns) of the **FIRST PART**;

**AND**

Indian Institute of Technology Kanpur, having its registered address at Indian Institute of Technology, Kalyanpur, Kanpur-208016, India, hereafter known as "Institution" or "IIT Kanpur") which Term shall unless it be repugnant to the subject or context thereof, include its successors-in-office, successors-in-interest and assigns) of the **SECOND PART**.

**First part** and Institution are herein after each individually referred to as "**Party**" and collectively as the "**Parties**".

**Where As:**

- (a) **FIRST PARTY Introduction:** .
- (b) The Institution is which has evolved research programs in various areas with an emphasis on technology and applied research for industry and society.
- (c) FIRST PARTY is keen to provide its Employees with top-quality education in "**Program name**".
- (d) Both Parties have discussed the potential of providing talent development solutions for **COMPANY/ORGANIZATION name** through the Programs offered by the Institution.
- (e) **COMPANY/ORGANIZATION/ORGANIZATION name** has approached the Institution for offering Programs offered to its selected employees and the Institution hereby accepts to enroll <<sponsored **Employee NAME** >> employee/s in the **Program**.

Now, therefore, in consideration of the mutual promises and covenants set forth herein, through friendly consultation in accordance with relevant laws and regulations and in the spirit of mutual benefit, honesty and good faith the Parties agree as follows: -

**1. Definitions**

- (a) "**Affiliates**" shall mean in relation to a Party, an entity which controls, is controlled by, or is under common control with such Party, where 'control'

means a person that directs the management and policies of the Party, through the ownership of at least 50% (fifty percent) of the voting securities or the ability to appoint majority directors on the board.

(b) **"Applicable Laws"** shall mean any law, statute, rule, regulation, order, circular, decree, directive, judgment, decision or other similar mandate of any applicable central, national, state or local governmental authority having competent jurisdiction over, or application to the Party or subject matter in question.

(c) **"Confidential Information"** includes, without limitation, this agreement, all products, services, process, invention, improvement or development carried on or used by **COMPANY/ORGANIZATION/ORGANIZATION NAME** any and all technical data, system study reports, system requirements, specifications, designs, drawings, business models, discoveries, ideas, concepts, knowhow, research, samples, flowcharts, blueprints, any and all technology, computer programs, codes, process, copyrightable materials, schematics, forecasts, strategies, officer/employee details, participant or user information, business and contractual relationships, business partners, suppliers of services or any content, budgets, financial information, costs, sales or marketing plans and Intellectual Property Rights, personal information or other information, whether written or oral or in any format, belonging to **COMPANY/ORGANIZATION/ORGANIZATION NAME** and supplied by **COMPANY/ORGANIZATION/ORGANIZATION NAME** to the Institution in the course of this agreement either in electronic, oral or physical form, or which may come to the knowledge of the Institution by virtue of this agreement, marked as being confidential. Confidential Information does not include information that (a) is in the public domain at the time it was disclosed; (b) was in institution's lawful possession or known by it prior to receipt from **COMPANY/ORGANIZATION/ORGANIZATION NAME**, (c) becomes known from a third-party source, provided any such source is legally entitled to have and to disclose such information without restriction, or (d) was independently developed by the Institution without reference to any information received from **COMPANY/ORGANIZATION/ORGANIZATION NAME**.

(d) **"Force Majeure Event"** means any acts or events beyond the control of the Parties and shall include but not be limited to the following events, i.e., civil disturbance, riots, strikes or lockouts, earthquakes, storm, tempest, other natural calamities, acts of God, emergency, epidemic and/or pandemic, quarantine restrictions, fire, civil commotion or unrest, terrorism, war, cyber-attack, blackout, expropriation or other governmental actions, any changes in the Applicable Laws or regulations, such that it restricts or prohibits either Party from performing its obligations as contemplated by this agreement.

(e) **"Authority"** means and includes the Government of India, any governmental, semi-governmental, administrative, regulatory, fiscal, judicial, or quasi-judicial body, or any board, department, commission, authority, tribunal,

court, agency or other entity exercising powers conferred by Applicable Laws, any Corporate Organization and MSME.

(f) **"Intellectual Property Rights"** shall mean and include the rights in relation to a Party relating to tangible or intangible property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: patents, trademarks, trade dress, service marks, trade names and copyrights, data and applications, analytical methods, and all trade secrets and any other intellectual property right, including without limitation, the know-how, inventions, designs, new uses and processes, procedures and techniques, research, works of authorship, manuals, documentation, computer programs, software and codes and technical data and information.

(g) **"Agreement"** shall mean this Talent Development Agreement along with exhibits, annexures and schedules hereto, as amended from time to time, and shall include amendments or addendums to this agreement in writing, executed by the Parties from time to time.

(h) **"Programs"** shall mean the programs/ courses/ training or educational modules offered by Institution exclusively to the employees of **COMPANY/ORGANIZATION NAME** under this agreement.

2. **Commercial Relationship.** **COMPANY/ORGANIZATION NAME** will pay the Program Fee to the Institution for each of the Programs as agreed and defined under **Annexure II** to this agreement.

3. **Representation.** Each Party represents in relation to the other Party that, as of the Effective Date

(a) It is duly incorporated under the laws of its jurisdiction, validly existing and in good standing under the laws of its jurisdiction and has all requisite power and authority to own and operate its business and properties and to carry on its business as such business is now being conducted and is duly qualified to do business in India and in any other jurisdiction in which the transaction of its business makes such qualification necessary;

(b) It has the full legal capacity and power to enter into, exercise its rights under and perform its obligations under this agreement and the execution, delivery and performance of this agreement has been or will be duly authorised by all necessary actions;

(c) It has complied and shall continue to comply with all conditions and things required by Applicable Laws in order to enable it to lawfully enter into and exercise its rights and perform its obligations under this agreement, and to make this agreement admissible in evidence;

(d) To the best of its knowledge, its responsibilities under this agreement will not violate any Applicable Law, or any contracts 'with third parties;

(e) No litigation, arbitration, claim, suit, case, action, investigation or proceeding or order, judgment, injunction, decree, award, settlement or

stipulation of or before any arbitrator, tribunal or Government Authority, is pending or outstanding to the best of its knowledge, which may prejudice this agreement;

(f) To the best of its knowledge, it is the lawful owner or licensee of any programs or materials used by it in the performance of its responsibilities under this agreement and has all rights necessary to convey unencumbered ownership of any and all deliverables in accordance with this agreement;

(g) Any content or other intellectual property provided by it in relation to the Programs, shall not infringe the Intellectual Property Rights of any third party to the best of its knowledge.

#### 4. **Term and Termination**

(a) This agreement shall be valid for a period of **Two year** from the Effective Date ("Term"), unless terminated earlier in accordance with Clause 4(b). The Term may be renewed by the Parties on terms and conditions as may be agreed between the Parties in writing.

(b) Either Party may terminate this agreement:

(i) By giving the other Party prior written notice of 180 days, at any time during the subsistence of the agreement;

(ii) In the event of a material breach by the other Party of any of the terms of this agreement, which breach has not been cured within 30 days of the receipt of a written notice of such breach from the first Party; or

(iii) In the event of any unauthorized use of the Program or any fraudulent, abusive, or otherwise illegal activities by the other Party, immediately.

(c) In the event of termination of this agreement, subject to the clearance of dues by **COMPANY/ORGANIZATION NAME** as per terms of agreement, for Institution to ensure that delivery obligations to any employee registered before such termination are fulfilled and not adversely affected by such termination. **COMPANY/ORGANIZATION NAME** shall extend all cooperation as may be reasonably required under the agreement. Expiry or earlier termination of this agreement will not prejudice any rights of the Parties that may have accrued prior thereto.

**5. Intellectual Property Rights.** All Intellectual Property Rights in any materials provided or made accessible (including content developed, Course Enhancements and Derivative Works during the Term of this Agreement) by Institution or its partners to **COMPANY/ORGANIZATION NAME** will remain with the Institution and nothing in this agreement is intended to or shall affect a transfer of any such Intellectual Property Rights to **COMPANY/ORGANIZATION NAME** or its employees. For the purposes of this Clause, "Course Enhancements" and "Derivative Works" shall mean but not be limited to translations, adaptations, captioning, encoding, recordings, indexing, searchable or tags, or other similar enhancements or other technical enhancements necessary or desirable to provide Program content.

**6. Confidentiality.** (a) Confidential information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.

**(b)** Confidential information includes information:

1. Disclosed by or on behalf of the Disclosing Party to the Receiving Party,
2. Otherwise learned or ascertained by the Receiving Party from inspection and/or evaluation of sample(s) identified by the Disclosing Party as confidential and provided to the Receiving Party by or on behalf of the Disclosing Party (sample(s)) and/or,
3. Otherwise learned or ascertained by the Receiving Party from the Disclosing Party.

(c) The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both the Parties in maintenance of confidential information.

(d) The Receiving Party will use the confidential information only for the above-mentioned purpose.

(e) The Receiving Party will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated companies of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.

(f) This agreement imposes no obligations on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:

- (i) Was known to Receiving Party prior to disclosure by Disclosing Party,
- (ii) Is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
- (iii) Is or becomes generally known or publicly available other than by unauthorized disclosure,
- (iv) Is independently developed by Receiving Party,
- (v) Is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
- (vi) Is required by law or decree.

(g) The confidential information shall remain the sole property of the Disclosing Party.

(h) The obligation of non-disclosure of confidential information shall survive for 2 years after expiry/termination of this agreement.

**7. Limitation of Liability**

(a) Under no circumstances shall either Party be liable to the other for **(i)** any indirect, incidental or consequential damages (including loss of profit or business), howsoever arising, whether under any law of contract, tort or otherwise, even if informed of the possibility of the same; **(ii)** the other party's lost revenues; or **(iii)** exemplary or punitive damages.

(b) However, **COMPANY/ORGANIZATION NAME** shall be liable to the Institution for breach of confidentiality obligations, breach of intellectual property rights, willful default, gross negligence and/or misrepresentation.

**8. Data Security & Privacy**

(a) Both Parties represent that its collection, access, use, storage, disposal and disclosure of any and all data and personal information is in accordance with all Applicable Laws, regulations wherever applicable at that time.

(b) Further, unauthorized disclosure or use of personal information and/or personal data by either Party and/or any of its agents, officers/employees, directors, or anyone acting on its behalf may result in substantial harm and liability to the other Party and hence the other Party shall be entitled to seek equitable relief (including an injunction) in the event of a breach or threatened breach of these provisions and claim any damages as and when required.

(c) Both Parties agree to make reasonable efforts to maintain security and monitor all use (including unauthorized use) from its respective site and to communicate the terms of the usage guidelines of the Program to the end users.

**9. Non-Exclusivity.** This agreement is entered into on a non-exclusive basis and nothing in this agreement shall restrict the rights of the Parties to enter into similar agreements with other entities or individuals except that the Institution shall not offer the Program to any third party.

**10. Miscellaneous**

(a) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India, without regard to any choice of law or conflict of law provisions that would require the application of the laws of any other jurisdiction. The courts of Kanpur, India shall have the exclusive jurisdiction on all matters arising out of or in connection with this agreement.

(b) **Amendments:** This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this agreement, and supersedes all other prior agreements, understandings and negotiations, both written and oral, among the Parties. This agreement may not be amended except by an

instrument in writing signed by the duly authorised representatives of each of the Parties hereto.

(c) **Assignment:** The Parties shall not assign this agreement, or assign or delegate any rights or obligations hereunder, without the prior written permission of the other Party however, << **COMPANY/ORGANIZATION NAME** >> shall have the right to assign any of its rights or delegate any of its duties to its Affiliates without the express prior written consent of the Institution.

(d) **Severability:** In the event any term of this agreement is held to be invalid, illegal or otherwise unenforceable under any Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement or any action in any other jurisdiction, but this agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(e) **Waiver:** The failure of any Party to exercise any right or to demand the performance by the other Party of duties required hereunder shall not be deemed to constitute a waiver of any provision, condition or requirement hereof. No delay or omission of any Party to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right on any other occasion.

(f) **Force Majeure:** Neither Party shall be responsible for failure to fulfil any obligation for so long as, and to the extent to which, the fulfilment of such obligation is impeded by a Force Majeure Event, provided that the Party subject to the Force Majeure Event: **(i)** has promptly notified the other Party of any circumstances which may result in failure to perform its obligations; **(ii)** could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event occurred, it ought reasonably to have taken, but did not; and **(iii)** uses its best endeavors to minimize the adverse consequences that any failure in performance of its obligations might have and to return the performance of such obligations to normal as soon as possible. In the event of a Force Majeure Event affecting performance on the obligations of a Party under this agreement continues for a period of more than 30 (thirty) days, or the performance of the obligation of either Party becomes impossible due to such Force Majeure Event, the Parties shall mutually discuss and agree on the future course of action, including termination of the agreement.

(g) **Relationship of Parties:** This Agreement is on a principal-to-principal basis, and (save where expressly stated in writing in this agreement) nothing contained herein shall be deemed as any partnership, joint venture, or agency between the Parties hereto, nor shall anything in this agreement creates any employer-officer relationship among the Parties or between one Party and the officers/employees, contractors, or agents of the other Party, or authorize any Party to make or enter into any commitments for or on behalf of other Party.

**(h) Publicity:** Neither Party shall interact with the media, make any announcement, statement or press release to disclose or share any information related to the other Party, its systems, technology, services. or otherwise discuss or make any reference to the other Party or any association with the other Party including in any replies or notices to third parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without the other Party's prior **written consent**.

**(j) Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to constitute one copy of the same agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

**(k) Notices:** All documents, approvals, consents and notices to be provided under this agreement must be given in English and must be sent in writing by hand delivery to the notified person, fax, E-mail, courier, first class airmail, postage prepaid, by either Party hereto, to the other at the following addresses unless specified otherwise. Also, in case of a change of address the Party shall inform the other Party, in writing, about the change of address.

For **COMPANY/ORGANIZATION Name**

Authority name & Address

**For the Institution:**

Administrative contact: \_\_\_\_\_, PIC, OOA, IIT Kanpur

**In Witness Whereof**, the Parties hereto have executed the agreement by their duly authorised representatives on the dates set forth below:

Signed for and on behalf of  
the

**COMPANY/ORGANIZATION NAME**  
Kanpur

Signed for and on behalf of

Indian Institute of Technology

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**Witness 1**

Name -  
Designation -

**COMPANY/ORGANIZATION NAME**

**Witness 1**

Name -  
Office of Outreach Activities,  
IIT Kanpur

**Witness 2**

Name -  
Designation -

**COMPANY/ORGANIZATION NAME**

**Witness 2**

Name -  
Office of Outreach Activities,  
IIT Kanpur

## **ANNEXURE-I**

### **Terms and Conditions of the Program**

1. To specify the Program Completion period of the Participants following the approved framework of the program.
2. Program structure: PG Diploma (online) is worth a minimum of 72 credits (8\*9 credits per module). Trimester Structure: Each module entails eleven weeks of teaching, three weeks of exams, followed by a two weeks break.  
M.Tech (online) is worth 144 Credits with 72 Credits for course work and 72 Credits of thesis work. The Course work structure is similar to PG Diploma outlined above.  
M.Sc. (online) is worth 180 (20\*9) Credits.
3. The credit calculated/course is based on the time spent and courses taken by the participants in each trimester. i.e. effective hour of learning per week by the participants.
4. The candidates would be eligible for higher education (like PhD) in the same department as their online program at IITK
5. Candidates would be allowed for Campus Visits (if mandatory by program/department) by the organization during the program period
6. Process of selection of the candidates would be as followed by the program/ Institution.
7. Upon successful completion of the program, the Institution shall grant the relevant Degree only to Candidates who have completed the program.
8. The Degree will not reference **COMPANY/ORGANIZATION NAME** or its logos, trademarks or service marks.
9. In the event any **COMPANY/ORGANIZATION NAME** employee leaves the Program/ separated from **COMPANY/ORGANIZATION NAME** , s/he will not be permitted to resume the program and will not be given any certificate from IIT Kanpur
10. All the rules mentioned in the approved PG proposal handbook would be applicable for the terms and conditions of the program.

## ANNEXURE-II

### Payment Terms

1. Payment milestones with Minimum no. of nominated/sponsored students per year/cohort.
2. Payment Milestones - After receiving confirmation of enrollment, 50% of the entire course fee with GST must be paid. The remaining 50% of the total fee is due before the completion of the second trimester of the one-year programs (PG Diploma) or at the beginning of fourth trimester of the respective batch for two year programs (M.Tech., M.Sc. etc). The structure of fee payment including GST would be as per the table below.

Milestone	Fee payment
At the Start of the program	50% of Total Fee
Before completion of second trimester/ Beginning of 4 <sup>th</sup> Trimester	50 % of Total Fee
Upon completing of the program	Remaining fee (if any)

3. Payment will be due within 60 days from the date of receipt of invoice by the Institution
4. The Institution accepts payments through online/NEFT/RTGS mode and amount can be transferred to the bank account

Ser	Index	Details
(a)	Name on Account	Internet Banking Account IIT Kanpur
(b)	Account Number	31250582809
(c)	Contact Email	ooa_finance@iitk.ac.in
(d)	Address	Finance & Accounts Section Indian Institute of Technology Kanpur Kanpur-208016, Uttar Pradesh, India
(e)	Bank Name	State Bank of India

(f)	Branch Name	IIT Kanpur
(g)	Branch Address	IIT Campus, Kanpur-208016
(h)	IFSC Code	SBIN0001161
(i)	MICR Code	208002041

5. The Institution shall provide a proper invoice in the form and manner prescribed under appropriate GST rules containing all the particulars mentioned therein, for each module and prior to each payment as mentioned in the schedule provided above.

6. The amount paid by **COMPANY/ORGANIZATION NAME** to the Institution will be non-refundable.

7. In case the candidate repeats a module (after receiving D/E/F grades in a module), module fee will be required to be paid either by the candidate or by **COMPANY/ORGANIZATION NAME**. Similarly, if the program continues beyond the minimum duration, either the candidate or **COMPANY/ORGANIZATION NAME** would be required to pay the trimester registration fees.