

TECHNICAL COLLABORATION AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF DOMESTIC COMPANY]

an Indian company incorporated under the Companies Act, 1956
and having its registered office at _____ [address]
(hereinafter referred to as "Indiaco")

- and -

[NAME OF FOREIGN COMPANY]

a foreign company incorporated under the laws of _____
and having its principal place of business at _____ [address]
(hereinafter referred to as "Foreignco")

WHEREAS Indiaco is engaged in the manufacturing and marketing of _____ [describe product(s)] and has considerable engineering and technical know-how, information and equipment with respect to the said _____ and their method of manufacture.

AND WHEREAS Foreignco is desirous of manufacturing in India and marketing in India and other countries the various types of items which are set out in Schedule A hereto annexed (hereinafter referred to as "Products") on the terms and conditions herein contained.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Definition of Technical Know-How.** "Technical know-how" means and includes all data, information, assistance, manuals, instructions, manufacturing technology, drawings, designs, inventions, processes, patents, engineering and manufacturing skill and other technical information, whether patent or patentable or not, which are presently owned by Foreignco or which may be so owned during the term of this Agreement, pertaining to the plant and machinery, dies and moulds, assembly, etc., in order to successfully perform, amongst other things, the following activities:

- (a) acquisition, erection, installation, commissioning and layout of the plant for manufacturing the Products (including foundation details);
- (b) procurement from third parties of standard bought-out items and machinery for the acquisition, erection, installation and commission of the plant;
- (c) adoption / adaptation of data and information received under this Agreement to the conditions prevailing in the plant in India;
- (d) selection of raw materials (including chemical compositions and physical characteristics); and
- (e) assembly and manufacturing of the Products.

"Patents" means all patents or inventions owned by Foreignco at the date of signing of this Agreement, and shall include any subsequent patents, additions, improvements, innovations, knowledge and information concerning the Products, acquired or gained by Foreignco subsequently during the term of this Agreement.