

This TECHNOLOGY TRANSFER AND LICENSE AGREEMENT has been entered into this day of 20.....

BETWEEN

ABC, Company having its registered offices in..... (address) (hereinafter referred to as “ the party of the first part/Licensors

AND

XYZ an Indian firm having its registered offices at, (hereinafter referred to as “ the party of the second part/Licensee

1. Definitions

Intellectual Property: Includes existing and future Intellectual Property in the nature of unregistered or registered rights to any and all patents, copyrights, trademarks and other propriety information not limited to that forming part of the subject-matter transfer, and inclusive of all intellectual property that is the subject of ownership by the Licensor and/or its subsidiaries, venture partners and predecessors in interest business and title.

Copyrights.—Means works of authorship fixed in a tangible medium of expression (including corresponding rights under international agreements and conventions, inclusive of the non-registration and/or registrations, renewal and extensions of any of the foregoing) whether or not containing a copyright notice, which work (s) was/were created before the expiration or prior termination of this agreement.

Trademarks.—The trademarks as provided for in ANNEXURE A in this agreement inclusive of any other trademarks the use of which shall be granted by the Licensor to the Licensee.

Technology.—Means confidential information, trade secrets, technical data such as engineering, manufacturing and assembly information fixed in any medium, drawings performances, specifications, procurements specifications, quality control specifications, inspection and test protocols inclusive of marketing cost, and financial data that the licensor has ownership of and is available and being used by the licensor and the general and specific information not limited to processes, machines, manufactures, composition of matter, know- how, methods, techniques, systems, designs, artwork, drawings, plans, software (whether in object, source or executable code) documentation, data (irrespective of whether human or machine-readable) pertaining to the design, manufacture and sale of products envisaged by the technology or improved technology.

Improved technology.—Means technology being the subject-matter of transfer in this agreement inclusive of the improvements and customizations to the machinery (effected by the licensee only with the prior written permission of the licensor) developed by the licensee pursuant to this agreement including products incorporating such technology and improvements, together with any and all technology and improvements created or first fixed in a tangible medium made, used under this agreement inclusive of any other tasks for which the licensee has been retained for by the Licensor.

Machinery.—Means only the items of present design presently manufactured and sold by the Licensor and any improvement and/or customization thereon made in the future as described in ANNEXURE 'C' setting out the relevant details.

Territory.—The Territory referred to in this Agreement shall include the Country of the Republic of India

WHEREAS,

(a) the Licensor is now engaged and has been engaged for many years, in the development, manufacture and sale of single end washers and slat chain Pastuerisers, whose models are specified in ANNEXURE 'C' (hereinafter referred to as “the Machinery”), and it has developed, and it is the sole owner of the technology pertaining to the manufacturing, packaging, marketing and use of such Machinery, and it is also the owner of certain valuable trademarks and patent

rights relating to such Machinery;

(b) The Licensee desires to acquire a license in order to develop, manufacture, distribute, use and sell the Machinery in the licensed territory and in pursuance thereof desires also to utilize the technology and industrial properties of the Licensor in connection therewith.

(c) The Licensor desires to transfer the said technology as well as license its intellectual property to the licensee upon certain terms contained herein.

(d) The Licensee represents that it has all of the required approvals, licenses and other rights, as well the requisite existing level of training, knowledge, expertise and relationship within the Territory, to permit it to enter into this Agreement.

(e) The Licensor is willing to grant such authority and licenses to the Licensee at the terms and conditions hereinafter set forth.

Now therefore, in consideration of the mutual covenants herein contained, the Parties agree as follows:

2. Preliminary undertaking

a. The Licensee undertakes to send at Licensor's premises its personnel or consultants whose performance and trustworthiness must be vouched for by the licensee, for a period of training whose duration shall be decided by the Licensor itself, as well as the number and the level of skill of such a personnel.

b. In any case each training shall be referred to a specific type of Machinery and shall have to be performed before the manufacture of the relevant Machinery within the Territory.

c. Should the Licensor decide to manufacture the initial Machinery at its own premises, then, during the period of the manufacture and assembly of such a Machinery, the Licensor shall provide to the Licensee the technical training needed in order to achieve the know-how suitable to the transfer of technology.

d. A derogation of what stated above shall be possible only if previously agreed in writing between the parties.

e. After the period of the manufacture and assembly of the initial Machinery, the Licensor shall progressively transmit to the Licensee its technology and relevant technical assistance in order to allow the Licensee to manufacture and assemble the Machinery.

f. The Licensee shall adequate its production to the Licensor's standards of production, while the Licensor shall have in any moment the possibility to control and evaluate the Licensee's production as well as its pricing competitiveness.

g. Should the Licensee not be able, for whatever reason to achieve the Licensor's standards of production, or should not be competitive in terms of but not limited to price and delivery, compared with same kind of machines of similar quality and reputation manufactured in the territory, or even should not be able to expand its production capacity to keep pace with increasing demand of the market itself, then it shall have six months in order to close such a lack of competitiveness, after having received an advance written notice from the Licensor. Should this period of time have been passed unsuccessfully, then the Licensor shall have the right to terminate this agreement forthwith.

h. Notwithstanding that stated in the present Agreement, the Licensor reserves the right to manufacture the Machinery directly within the Territory.

i. In this case, the Licensor shall not be entitled to any indemnity or similar compensation. This provision does not limit parties right to claim damages for breach of contract.

3. Grant of License and Sales to Market

a. The Licensor grants to the Licensee, for the duration of this Agreement:

(i) a non-transferable exclusive right to manufacture and sell in the Territory, under license, the Machinery as specified in ANNEXURE 'C'.

(ii) The Licensor shall not enter into any other similar cooperation. Unless the Licensee agrees it is evident that the Licensee itself cannot expand its production capacity to keep pace with the increasing demand, or fails to be competitive in terms of but not limited to price and delivery, compared with same kind of machines of similar quality and reputation manufactured in the territory, provided that stated in clause 2.g here above.

b. The Licensor reserves the right to sell, either directly or through third companies, the Machinery manufactured under license to all customers outside the territory.

c. If needed the Licensor, either directly or through third companies, shall purchase from the Licensee at terms and conditions which shall be defined at the beginning of(month) and (month) of each year and shall be indicated in ANNEXURE 'D'.

d. The prices for the machinery forming the subject matter of this agreement shall be agreed each time upon the parties, depending on the relevant layout and specifications. The said prices shall be set forth in ANNEXURE 'E'.

e. The price quoted and invoiced by the Licensee to a customer shall conform to the sale price list, as set forth in ANNEXURE 'F' above, at the beginning of April and October of each year. However, the Licensee may grant to the customer a reasonable discount on the selling price in accordance with normal commercial practice. The Licensee will send to the Licensor a copy of each sale contract and relevant offer/s within days from its signature, as well as it will send every three months a periodical report on the offers sent to the customer.

f. All future sales of the Machinery and relevant spare parts will ultimately be subject to the terms and conditions of this Agreement.

g. In the enjoyment of its rights hereunder, the Licensee agrees to make faithful vigorous and diligent efforts to increase its sales and enhance the goodwill of the Machinery in the territory, as well as to perform all covenants herein a manner that will promote the mutual intentions and goals of the parties.

4. Technical Specifications of the Machinery

a. The Technical Specifications and the design of the Machinery are as specified in ANNEXURE 'G'.

b. The Licensee upon written authorization of the Licensor shall use components of local manufacture with the exception of the critical/strategic parts of the Machinery as shall be listed by the licensor, in writing from time to time, which will be purchased from the Licensor only.

c. However, items classified as critical/strategic parts of the Machinery may be manufactured or procured locally by the Licensee only if such local construction will provide to be equivalent to the design and performance standards as indicated in writing by the Licensor.

d. Any eventual extension of the present Agreement, in order to include other machines or strategic critical parts in the future, must be agreed upon in writing by the parties and therefore integrated in this paragraph by way of addendum.

5. Obligations of the Licensor

a. The Licensor will transmit to the Licensee the technology regarding the Industrial property relating to the manufacture of single-end washers and slat-chain pasteurizers.

b. The project of the above mentioned Machinery, with the exception of any critical/strategic parts as provided for, will be made suitable to the Licensee's Country by the Licensee itself, if required, under the supervision of the Licensor at the Licensor's premises.

6. Customization of machinery and ownership thereof

a. The Licensee is entitled to use drawings given to him by the Licensor under clause 5.a herein for the purpose to develop construction drawings suitable to Customer's requirements. The licensee also hereby agrees that all such

customizations undertaken by the licensee will be the subject of an immediate non-exclusive license to the licensor.

b. However, any and all construction drawings that may be developed under this clause, shall firstly be checked and evaluated by the Licensor and the construction of any model of Machinery based on such drawings may begin only upon written authorization of the Licensor.

c. The Licensor undertakes to upgrade as and when required by the market designs and know-how relevant to the Machinery and to transfer such upgrading to the Licensee in the form of a non-exclusive license, free of charge.

d. For the purpose of the Licensor to be able to service the Machinery, the Licensor itself will have to receive from the Licensee the below listed technical information for any part of Machinery.

(i) a list of all commercial parts and components of the Machinery with the indication of the corresponding code number as well as name and address of the local supplier of commercial parts.

(ii) a complete set of drawings etc., of the Machinery

(iii) a complete set of instructions and spare parts books in English Language

e. The technical information exchanged between the Licensor and the Licensee under the Agreement shall be in the English language.

f. Before starting the manufacture of any part of Machinery, customized basing on Licensor's drawings and technical documents, the Licensee shall provide the Licensor with a complete set of drawings and technical information regarding changes made for the Machinery to be manufactured. Such documentation will have to be sent from the Licensee to the Licensor's premises and the Licensor will have to authorize the manufacture of such part of Machinery or advise the required technical modifications, if any within..... (No. days) from the receipt of the technical documentation.

7. Purchase of components from Licensor

a. Components that the Licensee shall purchase from the Licensor, shall always be invoiced at their purchase costs with a handling charge of maximum..... % but will be..... % on small consignments of less than..... (amount).

b. Moreover, the Licensor will assist the Licensee to achieve the best possible terms of importation of components, either from Licensor's official suppliers or from alternative suppliers. If required, the Licensor will procure the components at its own account and upon its own contract rate. Then, it will send them to the Licensee with a handling charge of maximum..... % but will be..... % on small consignments of less than..... (amount).

c. No handling charges shall be payable by the Licensee in case of direct purchase from Licensor's official suppliers or alternative suppliers.

8. Transmittal of technology

In order to transmit to the Licensee all the technology and know how to produce the Machinery, the Licensor will follow this program:

(i) the Licensee shall choose adequate personnel, who will travel to Licensor's premises to receive training, according to the program to be agreed upon by the parties;

(ii) during the manufacturing at Licensee's premises and previous to the mutual consent of the parties, the Licensor will send the number of people that will be disposed for every case by both parties;

(iii) Quality control and performance tests on all the Machinery manufactured by the Licensee will be done under the supervision and discretion of the Licensor. At least one control/test to be performed during the assembly operation and one during the final performance test before the delivery of the Machinery. This procedure will apply until the Licensee will prove

to have reached the quality and performance standards of the Licensor.
(iv) Manuals/information regarding suitable standards and methods for inspection of the Machinery and its materials, components and assemblies.

9. Obligations of the Licensee

- a. The manufacturer of the Machinery shall obey and comply with all laws and regulations in force in the Territory.
- b. The Licensee binds itself to not manufacture any machinery not forming part of this agreement that may be developed based on Licensor's proprietary technology.
- c. The Licensee binds itself for all the duration of the present agreement, to not register equal or similar patents, modifications to Licensor's patent in use. All improvement modifications of the patent belonging to the Licensor shall be of its exclusive ownership.
- d. The Licensee binds itself to not employ for all duration of the present agreement and a reasonable and sustainable period upon termination or expiry thereof, personnel who was previously under Licensor (either employees or consultants), unless agreed upon by the Licensor itself.
- e. The manufacture of the Machinery shall be carried out by the Licensee at..... premises in..... The Licensee shall have to communicate each and every possible change of the said location.
- f. The Licensee binds itself to transmit every time the specification of the Machinery, which the licensee is going to manufacture.
- g. The Licensee will elaborate a detailed order of the material and components, which the Licensor shall have to supply.
- h. Any and all modifications made by the Licensee to the original technology must be previously authorized in writing by the Licensor.
- i. Such an authorization made by the Licensor shall not in any case relieve the Licensee from its responsibilities and obligations.
- j. The Licensee will give to the Licensor all support during the supervision of the manufacture to be carried out. Such a supervision shall be done according to the following points:
 - (i) Quality control of parts and components not supplied by the Licensor.
 - (ii) Quality control of all systems of productions.
 - (iii) Quality and operating control of the Machinery.
- k. The Licensee shall manufacture all present and future Machinery in accordance with formulas, processes and procedures and other specifications issued or approved by the Licensor. The quality of all the Machinery and/or ingredients and raw materials in all the Machinery shall be specified and approved by the Licensor.
- l. Licensee's requirements of raw materials to be used in the performance of this agreement shall be materials which meet specifications established by the Licensor in order that the Machinery manufactured hereunder meets the quality standards required by this agreement.
- m. The Licensee agrees to bear the costs of all materials, labels, containers and other commodities used during the manufacture and sale of the Machinery and shall furnish all buildings, equipment and personnel including sales force, facilities for handling and merchandising the Machinery, for accounting and other office personnel for the proper conduct of the business.
- n. If required, at the purpose to simplify the local construction of the Machinery and/or to reduce the costs of it, the Licensor will be entitled to use drawings and parts of the equipment presently produced by the Licensee.

10. Reports, Inspection and Records

- a. The Licensor shall have the right to examine, on reasonable notice, at any time during regular business hours, through its employees or agents:
- (i) all of Licensee's records that relate to this agreement, including statistics, formulas fixed in any form, advertising materials and similar matters.
 - (ii) all of Licensee's raw and partially prepared materials, manufacturing facilities, procedures and the Machinery in any stage of manufacture to make certain that the Licensee is meeting all specifications furnished or approved by the Licensor and is attaining the quality specified or approved by the Licensor.
- b. The Licensor shall have the right to examine, at any time during regular business hours, through its employees or agents, all financial and other records and book of account of the Licensee in so far as it relates to calculation of royalties payable for the Machinery. The Licensee agrees that it will make changes and improvements in its reports, as well as in manufacturing, advertising labeling and sale of the Machinery, as may be requested from time to time by the Licensor.
- c. Then Licensor has also the right to appoint an independent certified auditor to examine the books of account and other financial records of Licensee in so far as it relates to calculation of royalties payable for the Machinery at any time, as the Licensor so wishes.
- d. The Licensee agrees to prepare a regular written semiannual report, and any other reports relevant to this Agreement, as the Licensor may request and in such form as the Licensor may, from time to time, prescribe.
- e. The Licensee shall furnish the Licensor with an annual written report within days, after the closure of the Licensee's fiscal year. Such annual report shall contain any and all information relating to sales and advertising of the Machinery as the Licensor may request.
- f. Inspections by the Licensor of the Machinery and manufacturing facilities of the Licensee shall not relieve the Licensee of its product and warranty obligations.

11. Payments and costs

- a. In consideration of the technology, know-how, patent, copyright and trademark rights obtained by the Licensee and the other covenant of the Licensor under this agreement, the Licensor shall receive a down payment equal to:
- (i) (foreign amount) for technology and know-how relevant to the Machinery. The drawings are to be delivered by the Licensor to the Licensee at....., India. Payment shall be upon such a delivery.
 - (ii) (foreign amount) for technical services and other covenants of the Licensor. Payment shall be made upon rendering of such technical services.
 - (iii) Furthermore, the Licensee shall pay to the Licensor within 30 days of each six months ending, in September and March of each calendar year, a royalty calculated on Licensee's net ex-works sales price less returns and statutory taxes. Such a royalty shall be worked out in (foreign amount) at the official banker's selling rate in India prevailing on the day when the payment is made.
- b. The royalty shall be worked out on the following basis:
- (i) With reference to sales of single end washers the Licensee shall pay a royalty of:
 - (a)% on ex-works sales of single end washers from the Licensee to the end users less costs of parts imported from the Licensor for manufacture the Machinery, if any.
 - (b)% on ex-works sales of slat chain pasteurisers.
 - (c)% on ex-works sales of above said machinery incorporating strategic /crucial parts sourced from the Licensor (less the ex-factory price of the said strategic /crucial parts so applied to the machinery)

- c. The royalty shall also be worked out on the following basis:
- (i) If the licensee is unable to expand its production capacity to keep pace with the increasing demand, or fails to be competitive in terms of but not limited to price and delivery, compared with same kind of machines of similar quality and reputation manufactured in the territory:
 - (ii) No royalty shall be due to Licensor on sales of Machinery, but the Licensor shall purchase as per terms and conditions contained in this agreement and relevant ANNEXURE 'D'.
- d. The accrual of the right to royalties for the Licensor shall be at the time of the shipment of the Machinery from the Licensee's premises.
- e. Structure and relevancy of the costs liaised to this Agreement are defined in ANNEXURE 'E'.
- f. By virtue of the "Double Taxation Avoidance Treaty", subsisting between Italy and India, in making the lump-sum royalty or any other payments relevant to the Agreement, the Licensee shall pay a withholding tax, whose amount shall be deducted from the above mentioned paying in.
- g. In such a case the Licensee shall furnish to the Licensor, the relevant certificate stating the payment of the withholding tax in order to allow the Licensor to recover the amount in its country.

12. Non-Competition

- a. Throughout the duration of the present Agreement, the parties undertake not to enter similar agreements with other companies for the manufacture and/or sale of the Machinery (and relevant spare parts) anyhow intended for the market, except to the extent provided in clauses 2.g and 2.h above.
- b. In the event of termination of this Agreement for any reason, the Licensee will not manufacture similar Machinery using Licensor's patents or proprietary technology for a period of years from the date of termination.
- c. However, the Licensee shall have the right to fulfil any contractual obligations in force at the time of the termination, provided it has been proven by the Licensee to the Licensor.
- d. For this reason, at the time of termination of the present Agreement, the Licensee shall have to give to Licensor the list of all pending agreements with any customers.

13. Quality Guarantee

- a. The Licensor shall not be responsible towards any third party in any case and for any accident or damage due to the Machinery produced by the Licensee, unless the accident or damage is due to defective parts supplied by the Licensor.
- b. In case of defective supply of the initial or strategic/crucial parts by the Licensor, the Licensor shall be responsible to replace such defective parts, free of charge and deliver them at Licensee's premises, provided the Licensor is informed, in writing, of the defects not later than months from the date of shipment of such defective parts and these are imputable to defective material, workmanship or design.
- c. The Licensor also reserves the right to ascertain any alleged defectiveness of the parts. Should this defectiveness be caused by reason of the Licensee, then the Licensor shall charge the costs to the Licensee itself.

14. Trade Mark

- a. The Machinery produced by the Licensee, besides the identifying code of the machine settled by the Licensor, shall be affixed with the trade mark (s)....., according to the correspondent logotype, under previous written approval by the Licensor.
- b. Such trade mark (s) shall belong to the Licensor and shall be duly registered

in India on behalf of the same and the Licensee shall have the right to use such trade marks free of charge, provided it is for the Machinery only.

c. Each Machinery shall have a plate with the following inscription:

“ Made in India by BETA, under license of Alpha”,

and a manufacturing progressive number.

d. The Licensee shall promptly notify the Licensor in writing of and submit specimen of, any infringement and/or passing off or violation of other Intellectual Property right that forms subject-matter of this agreement known to the Licensee of the Marks and/or Letter Patent of the Licensor granted in the territory. The Licensee shall likewise notify the Licensor of any information or notice that the Machinery infringes any third party Intellectual property rights. The Licensee shall not, without Licensor’s prior specific written consent, file either.

(i) applications for Letter Patent covering the Machinery or processes relating in any way to the manufacture thereof; or

(ii) Applications for registration of the trademark (s) or copyright subsisting in any aspect of the technology transmitted to the licensee.

e. The Licensee shall not negotiate with third parties respecting patents covering the Machinery or respecting the Marks or copyright subsisting therein. Further, the Licensee shall not persecute or defend claims relating to label simulation in which the Machinery may be involved.

15. Duration and Termination

a. This agreement shall examine in full effect and force for an initial period of five years.

b. Then it shall continue its effectiveness for an indefinite period of time unless terminated by either party on one year’s advance written notice to the other party, excepted on the case set forth in clause 1.3 hereinabove. Notwithstanding this however, if either party is in major default or gross negligence upon any obligation under this agreement, the aggrieved party shall be entitled to give the defaulting party written notice to remedy the breach.

c. If the defaulting party fails to comply with the notice within days of receipt of thereof, the aggrieved party shall be entitled to terminate this Agreement forthwith, or to claim specific performance, in either event without prejudice to the aggrieved party’s right, including right to claim damages.

d. Upon termination of this agreement for any reason or purpose, all money credits of either party due to the other, shall promptly be paid and accounted for. The Licensee shall also upon termination, promptly deliver to the Licensor all information inclusive of the definition of technology contained in this agreement, formulas cards, processing instructions, correspondence and other data relating to the manufacture processing and packaging of the Machinery and it shall not thereafter use or disclose Licensor’s patents or proprietary technology under this agreement. Furthermore, the Licensee shall also, as far as it is able, deliver to the Licensor all correspondence, memoranda or copies thereof, for the months preceding termination between the License and its customers relating to the sale of the Machinery, including price list, other documents relating to or containing information about the Licensor’s business and/or sale of the Machinery in the territory and all advertising matter relating thereto, in the possession of the Licensee.

e. Upon termination of this agreement, in any manner or for any reason, the Licensee shall not thereafter, either in the territory or elsewhere, adopt, use, register or otherwise claim or have rights in the Marks, package designs or labels for the Machinery, or commercial names of the Licensor or its affiliates or in any closely similar Marks, designs, labels or names.

f. Nor the Licensee shall thereafter either:

(i) practice any Letter Patents relating to the Machinery which are still then active in the territory; or

- (ii) Utilize any registered or patented design for the Machinery with the exception of any customization effected during pendency of this agreement or containers thereof.
- (iii) Claim right over any trademark forming part of the agreement.

16. Bankruptcy or Receivership or loss of control

The Licensee hereby agrees that, if it makes any assignment of assets or business for the benefit of creditors, or if a trustee or receiver is appointed to administer or conduct the Licensee's business or affairs, or if it is adjudged in any legal action to be either a voluntary or involuntary bankrupt, or their active management of the Licensee as a result of nationalization or for any reason whatsoever, the obligations of the Licensor and the right and privileges of the Licensee under this agreement, shall be deemed to have ceased and terminated immediately prior to such assignment, appointment of trustee or receiver, bankruptcy or loss of or give up of control of active management without the Licensor giving any notice or taking any legal action.

17. Relationship of the Partners

- a. Notwithstanding any other provision of the agreement, the Licensee shall not bind or obligate the Licensor in transactions with other and shall be liable to the Licensor for any damage to the Licensor itself arising out of any acts of the Licensee; nor shall anything herein be construed as authorizing the Licensee to conduct its business in the name of, or for the account of the Licensor; nor shall the relationship of Principal and Agent or partners or co-adventurers be deemed to exist.
- b. Same provision shall be applicable also to the Licensor.

18. Construction, Enforcement and Assignability

The parties hereto agree that this agreement contains the entire understanding between them. The parties further agree that this agreement may not be assigned by either party. The section titles used in this agreement are for reference purposes only and are not intended to add or to limit or in any other way change the meaning of the language of the agreement.

19. Governing Law and Arbitration

- a. This Agreement except for the arbitration rules as provided in this clause shall be governed by and constructed in accordance with laws of India.
- b. All disputes arising in connection with the present Agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce in(name of country), by three arbitrators appointed in accordance with the said Rules.
- c. The place of arbitration will be (name of country).
- d. The language of arbitration will be the English language.

20. Notice of Parties

- a. The parties hereto agree that all notices which may be given by one party to the other under the terms of this agreement, shall be in writing and shall be addressed,
in case of the Licensor to the following address:
.....and
in case of the Licensee, to the following address:
.....
- b. Provided, however, that any notice deposited in the mails as a registered letter, return receipt requested by either party shall be considered to have been effective when so deposited, and provided further that either of the parties may change the address herein given by express written notice to the other party.

21. Waiver

The failure of the Parties at any time to enforce any of the provisions of this agreement or to exercise any right herein provided, shall not be considered a waiver of such or any other provision or in any way effect the validity of this agreement.

22. Severability

- a. It is hereby expressly agreed by both parties that no portion of this agreement is intended to be in violation of any laws of the countries of the contracting parties or of any other country which may, at any time, have jurisdiction over either party hereto, or the agreement itself.
- b. Should any portion of this agreement be contrary to, or in violation of any such law, said portion shall be void and of no effect. The reminder of this agreement shall be valid and remain in force notwithstanding the invalidity of such offending portion.

23. Covenant of Secrecy

The Licensee shall exercise and shall require its employees or consultants to exercise the due diligence not to make known, divulge or communicate at any time before or after the termination of this agreement, unless it is necessary for the execution of the Agreement, to any person (except as necessary to its selected trustworthy employees) the technology and Confidential Information and/or knowhow disclosed and/or recommended to it by the Licensor hereunder, not to do nor suffer to be done or omitted any act or thing in relation to the subject-matter of this agreement whereby said Confidential Information and know-how may become known to any unauthorized person, provided, however, that such information shall not be considered confidential, and this paragraph shall not apply, if such information can be demonstrated to have been in the public domain prior to its disclosure or recommendation by the Licensor, or to have become part of the public domain by any means, except an unauthorized act or omission on the party of the Licensee or any of its employees.

24. Force majeure

Neither party shall be in default under this Agreement by reason of its failure or delay in the performance of its obligations, if such failure or delay is caused by actions of God, Government laws and regulations, strikes, lockouts, war or any other cause beyond its reasonable control.

25. Miscellaneous

- a. The present Agreement is subject to approval of Government of India.
- b. All technical data shall be delivered by the Licensor to the postal address previously indicated in writing by the Licensee.
- c. This instrument may not be waived, released, discharged, abandoned, changed or modified in any manner, orally or otherwise except by an instrument in writing signed by duly authorized officers or representatives of the parties hereto.

Date.....
.....