



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**SOFTWARE LICENCE AGREEMENT
(RESEARCH/EDUCATIONAL)**

The agreement is entered on _____ (day) _____ (month), 20 _____ (year) between INDIAN INSTITUTE OF TECHNOLOGY ROORKEE (Address: Roorkee – 247 667, INDIA) (hereafter referred to as “LICENSOR”) and _____ (Address: _____) (hereafter referred to as “LICENSEE”).

It is understood that

WHEREAS IITR (Licensor) owns certain right, title and interest in the computer program entitled “_____” and relevant documentation (if any), as per IITR Code No. (hereafter referred to as PROGRAM).

WHEREAS, IITR is pleased to release the program for utilisation for promoting research and education.

WHEREAS, Licensee desires to procure the Program on non-exclusive basis and has paid the licence fees agreeing to the terms and conditions set down below.

WHEREAS, Licensor agrees to grant the necessary licence for promoting and fostering research and education in the public interest.

WHEREAS, Licensor, nevertheless retains all rights of ownership and intellectual property rights of the Program such as patent copyright and other licensing rights as deemed fit from time to time.

WHEREAS, Licensor, declares that no other licence, implicit or explicit, is transferred to the Licensee for any other purpose than mentioned herein.

NOW, the Licensor and Licensee, mutually agree to the following terms:



1. Licence

- (a) IITR agrees for granting non-exclusive licence to use the Program for research and education. The Licensee is not entitled for any right to distribute the Program to third party and shall use the Program on the following location:

Location _____

- (b) Licensee agree that the Program shall not be used for commercial purposes and the program will not be coded in another computer language or adapted to deny IITR the rights owned by it.
- (c) Licensor reserves the right to inspect Licensee's use of the programme to ascertain compliance of Licensee to the agreement
- (d) Licensee will obtain permission from IITR for using the Program in conjunction with commercially funded research so that IITR can consider approval of such use for the enhancement of research and educational objective.

2. License Fees

Licensee concerns to pay to IITR a fee of _____ as the sole amount mostly as media and other handling overhead costs for making the Computer Programme available.

3. Licensee's Display Obligation and Licensor's Post-Delivery Commitments

- 3.1** The Licensee will display in all copies of the Programme or its parts the Licensor's claim of the copyright in the following title:

"COPYRIGHT 20_____, INDIAN INSTITUTE OF TECHNOLOGY, ALL RIGHTS RESERVED" or "IITR, 20 _____ ALL RIGHTS RESERVED".

- 3.2** Licensee will be given the PROGRAMME on 'AS IS' basis and it is not obligatory for Licensor to provide maintenance, updates or clarifications debugging.

- 3.3** Indemnity: Licensor declares that the Program is in evolutionary research phase and does not guarantee error or bug free code.



3.4 Licensor will not be subject to any responsibility for the results related to design/product etc. and no staff/faculty associated will be liable to ascertain ability for any damages directly or indirectly caused by the use of the Programme.

4. On return of the form in duplicate duly signed by the authorised person on behalf of the receiving Institute and advanced payment by cheque, the software, along with user manual, if any, will be dispatched*. The cheque is to be addressed to:

(Sponsored Research and Industrial Consultancy Account)
Indian Institute of Technology Roorkee
ROORKEE – 247 667 (India)

5.

a. Name of authorised person of the receiving institution (in Block Letters)

Signature

Date

Seal

b. Name of authorised person of the receiving institution (in Block Letters)

Signature

Date

Seal

Note: One copy of the agreement will be made available to the receiving organisation.