



झारखण्ड JHARKHAND

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### Master RESEARCH AGREEMENT

This Master Research agreement (hereinafter referred to "the **Agreement**") is entered into as on this 01 day of September, 2021, ("Effective Date").

#### BY AND BETWEEN

**Tata Steel Limited**, a public limited company within the meaning of the Companies Act, 2013, having its registered office at Bombay House, 24, Horni Mody Street, Mumbai - 400001, India, hereinafter referred to as "**Tata Steel**" (which term shall unless repugnant to the context include its successor, representatives, administrators and assigns) of the ONE PART,

AND

**Indian Institute of Technology (Indian School of Mines) Dhanbad**, Dhanbad, Jharkhand, India, PIN - 826004, hereinafter referred to as "**IIT ISM**" (which term shall unless repugnant to the context include its successor, representatives, administrators and permitted assign) of the OTHER PART.

Tata Steel and the IIT ISM are hereinafter together referred to as "the **Parties**" and individually as a "**Party**".

#### WHEREAS:

1. IIT ISM has the capability and experience in providing research in the fields of advanced characterization of materials/ synthetic compounds/ natural products by utilizing various state-of-art instrumental techniques and synthesis of new value-added compounds as reagents.
2. Tata Steel is engaged in the business of manufacturing and selling steel, steel products and other value-added products both in domestic market and overseas market.



Sagar

No. 878 Date 13/07/2020  
Name Tata Speed Gp  
For A/c Total Value.....  
10/- 10/-  
  
B KUMAR  
Govt. Stamp Vendor  
Jamshedpur Court  
L. No. 7-A, B.C. 36 ac



The Parties are desirous of performing certain research and development in Tata Steel's area of interest under the terms and conditions more specifically agreed upon by the Parties as contained hereunder.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged by the Parties hereby agree as follows:

#### 1. DEFINITIONS:

- a) **Affiliate (s)** shall mean a corporation or other entity that controls, is controlled by or is under common control with a Party. For the purpose of this definition, "control" means that actual power, either directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity, whether by the ownership or more than fifty percent (50%) of the voting stock of such entity, or by contract or otherwise.
- b) **Agreement** shall mean this Agreement including its Schedules, Annexures and all other documents (which may be executed between Tata Steel and the IIT ISM, from time to time, in relation to the subject matter of this Agreement) and any and all schedules, appendices, annexures and exhibits attached to it or incorporated in it or referred herein.
- c) **Background Intellectual Property** shall mean and include the intellectual property rights of the owning Party (or a third-party licensor) which are already in existence as at the Effective Date or which are developed independently of the Project as specifically mentioned in the respective Schedule(s), in each case which is used by a Party or disclosed or made available by or on behalf of that Party to another for use in the performance of the Project.
- d) **IIT ISM Personnel's know-how** shall mean and include all know-how (as applicable) of methods, material, software, designs, patterns, formats, proprietary technical literature, and/or any other technical information utilized by IIT ISM directly or indirectly to perform its obligations under this Agreement or for the purpose of the Project.
- e) **IIT ISM's Personnel** shall mean the faculty members and / or scientists and / or students and / or staff of the IIT ISM working for the Project.
- f) **Confidential Information** shall mean and include all tangible and intangible information obtained, developed or disclosed or accessed including all documents, data papers, know how, research materials, Materials and statements and trade secret of either Party relating to its operation, technical and/or business practices as the case may be and considered to be confidential and proprietary information.
- g) **Disclosing Party** shall mean the Party disclosing the Confidential Information under this Agreement
- h) **Receiving Party** shall mean the Party receiving the Confidential Information under this Agreement
- i) **Improved know-how** shall mean and include methods, material, software, designs, patterns, formats, technical literature, skill, techniques and any other technical or business information developed, by either Party during the performance Project under this Agreement.
- j) **Intellectual Property (IP)** shall mean and include the legal rights related to inventions, patent applications, patents, copyrights, trademarks, designs, trade



secrets, Process and any other legally protectable information, including computer software, first made or generated during the performance of this Agreement.

- k) **Material** means all material(s) in any form including all raw material, data, information, records, documents, databases and software (including source code and object code), other works and material and the subject matter of any category of Intellectual Property rights.
- l) **Principal Investigators** shall mean the persons identified in writing by each Party having the responsibility of conducting and supervising the Project under this Agreement.
- m) **Process** shall mean and include the results, software, hardware or other deliverable generated as a result of work to meet the objectives of the Project as defined and mentioned in the respective schedule (s).
- n) **Tata Steel's know-how** shall mean and include methods, material, software, designs, patterns, formats, proprietary technical literature, techniques and/or any other technical or business information developed, owned and provided by Tata Steel Limited, which are required by the IIT ISM for the Project.
- o) **Tata Steel Personnel** shall mean the personnel or research and development engineers or staff of the Tata Steel deputed for the Project.

## 2. SCOPE OF RESEARCH

The parties agree to collaborate in the areas/domains as specified in the Schedules attached hereto (in the format attached as Schedule A) that may be executed between the Parties from time to time during the subsistence of this Agreement.

## 3. ACTIVITIES AND OBLIGATIONS OF TATA STEEL

### a) FEES

Subject to the fulfillment of the terms of this Agreement, Tata Steel shall pay to the IIT ISM only such agreed fees and charges ("Agreed Fees") as described the respective schedule(s).

- b) The Agreed Fee is excluding of all relevant taxes. IIT ISM shall pay the GST payable in respect of advance payment, if any, and shall not be recovered separately from Tata Steel. IIT ISM shall comply with all the requirements under GST Law (as amended from time to time), to enable or assist Tata Steel to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this Agreement on timely basis. If the input tax credit cannot be availed by Tata Steel and/or if the input tax credit availed is denied on the basis of such invoice or any acts, commission or omission of IIT ISM, then IIT ISM shall indemnify Tata Steel with respect to any or all liabilities, claims, demands, costs, charges, expenses, taxes and assessments, including penalties i.e., interest and penalty on Tata Steel, punitive and direct damages, proceedings, attorney's fees and litigation expenses. It is the responsibility of IIT ISM to comply with the following key indicative compliance requirements, failing which IIT ISM shall be responsible of any loss of tax credit or any other cost including interest, penalty, etc that may levied or recovered from Tata Steel: (i) IIT ISM shall issue a proper tax invoice containing all the particulars as prescribed in the GST invoice rules with the correct GSTIN of the relevant location/ unit of IIT ISM; (ii) IIT ISM shall deposit the GST amount due to the Government on a timely basis; (iii) IIT ISM shall file the periodic statements / returns as per the provisions of GST Law on a



timely basis and include therein details of all the invoices raised during the relevant month under the present Agreement; (iv) IIT ISM shall support Tata Steel on a best effort and timely basis to sort out the discrepancies communicated by GSTIN, if any.

- c) For the purposes of this clause the following expressions shall have the following meanings:

(i) GST- means any tax imposed on the supply of goods or services which is imposed or assessed under GST Law.  
(ii) GST Law- means The Central Goods and Services Tax Act, 2017, The Integrated Goods and Services Tax Act, 2017, The Union Territory Goods and Services Tax Act, 2017, The Goods and Services Tax (Compensations to States) Act, 2017, GST Laws of the respective states as amended from time to time and rules, notifications, circulars etc made thereunder which provides for tax on the supply of goods and/or services which become operative in respect of the provisions of this Agreement.

- d) Tata Steel shall only be liable to pay the Agreed Fees upon certification by Tata Steel Personnel that the milestones as described in the respective Schedules(s), achieved by IIT ISM. Tata Steel Personnel shall review and confirm or reject the completion report or fulfilment of milestones within 10 working days from the date of receipt of such report.
- e) Tata Steel shall make payment to IIT ISM within (30) days from the date of receipt of invoice in proper form along with the certification by Tata Steel Personnel regarding achievement of milestones.
- f) IIT ISM shall share its facilities available with TATA STEEL, for carrying out the experimental and computational works necessary for the Project.

#### 4. OBLIGATIONS OF THE IIT ISM

- a) IIT ISM shall complete the activities as mentioned in the respective Schedule(s) and within the respective timelines stated therein and deliver the Process to Tata Steel and all Materials or Improved Know How to Tata Steel as per the objective and schedule agreed upon and defined in the respective Schedule (s).
- b) IIT ISM shall share its facilities, for carrying out the necessary works/ conducting experimentation for the Project.
- c) In the event IIT ISM has been contacted to develop a Process by a third party, that is similar to the Project/Process hereunder, it shall promptly notify Tata Steel in writing. Provided however, it is clarified that IIT ISM shall not accept any such engagements such that the IIT ISM Personnel are relocated to perform research for the third party which action shall, whether directly or indirectly, either compromise the timely and qualitative delivery of Project/Process to Tata Steel.
- d) ISM shall identify and ensure that at all times it shall depute the necessary IIT ISM Personnel to this Project and ensure that the Project shall be performed by suitably IIT ISM Personnel only.
- e) The Project will be directed and supervised by the IIT ISM Principal Investigator, who shall have primary responsibility for the performance of the Project. If the IIT ISM Principal Investigator ceases to supervise the Project for any reason, IIT ISM will notify Tata Steel promptly and shall use diligent efforts to find a substitute acceptable to Tata Steel. If IIT ISM is unable to find a substitute acceptable to Tata Steel within sixty (60) days after the IIT ISM Principal Investigator ceases to



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supervise the Project, Tata Steel may terminate this Agreement immediately upon written notice to IIT ISM.

- f) IIT ISM undertakes that they have obtained all the necessary approvals including Intellectual Property rights to perform its obligations under this Agreement.
- g) Each Party shall provide all the necessary support to other Party for the registration of the Process.
- h) During the term of any Project taken up under this Agreement or any of its extensions thereof, IIT ISM personnel participating in such research Project and the personal sponsored by the Tata Steel Limited shall not involve themselves in any research activity sponsored or supported or commissioned by one or more commercial or commercially associated party other than the Tata Steel Limited or its Affiliate if the research activity is substantially the same in scope, objective and content as pursued in the project in which the institute personal are participating.
- i) IIT ISM agrees that all the amounts received in terms of this Agreement shall be utilized in accordance with applicable law for undertaking the Projects only and that no portion of the funding received hereunder will be (i) used to lobby or otherwise attempt to influence legislation; (ii) used to influence the outcome of any public election or participate in a political campaign; or (iii) distributed to any entity or individual, other than for the purpose of supporting the Projects in accordance with this Agreement. IIT ISM shall keep and maintain accurate and complete financial records and accounts relating to the Projects and the Agreed Fee received hereunder. Tata Steel reserves the right, either by itself or through its representatives or consultants or advisors, to inspect and audit IIT ISM's financial records and accounts pertaining to the Projects once in any twelve-month period (or more frequently if there is reasonable cause for such audit). Such audit by Tata Steel shall take place during normal business hours upon ten (10) days prior written notice, for the purpose of verifying the accuracy of the financial reports and expenditures by IIT ISM. IIT ISM shall provide to Tata an annual statement of all accounts for the Project including headcount allocation and expenditures (including capital expenditures) of Agreed Fee.

## 5. REPRESENTATIONS AND WARRANTIES

- a) Each Party represents and warrants that it possesses the legal rights and authority to enter into this Agreement and to perform each of its obligations under this Agreement.
- b) Each Party represents and warrants that their respective Materials, Know How (if applicable), under this Agreement shall not violate or infringe the rights of any third party or the laws and regulations of any governmental or judicial authority.
- c) IIT ISM personnel represent and warrants that it has not entered into any conflicting agreement with any third party that would adversely affect its obligations under this Agreement.
- d) IIT ISM represents and warrants that any other components, Materials including updates and revisions of the foregoing used under this Agreement and/or respective Schedule (s) shall not be used in any such way that it would infringe upon any Intellectual Property right or any other proprietary right (including, but not limited to, misappropriation of the trade secrets) of any third party.
- e) IIT ISM represents and warrants that it has the necessary infrastructure including robust and periodically tested contingency and resumption plan, resources and systems to duly perform its obligations under this Agreement.



- f) IIT ISM represents and warrants that it shall achieve the milestones/ schedule and perform the development program in a timely manner in accordance with the respective Schedules(s) under the Agreement. IIT ISM acknowledges that time is of the essence in respect of its obligations of under the Agreement and agrees to meet the milestones/ schedule by the dates set forth in the respective Schedule.
- g) IIT ISM shall conduct the Project in accordance with this Agreement and shall comply with all applicable national, state and local laws, rules, regulations, and guidelines.
- h) IIT ISM represents and warrants that it has right to license or sub license, as the case may be, the Background Intellectual Property to Tata Steel.

## 6. INTELLECTUAL PROPERTY RIGHTS

- a) Tata Steel and IIT ISM shall meet from time to time and discuss matters relating to obtaining legal protection for invention(s) or any other work which may have to be protected by any form of Intellectual Property right generated/created during the tenure of Project under this Agreement. In the event any inventions are made which may be protected by any form of Intellectual Property right, the same shall remain the joint property of Tata Steel and IIT ISM (Joint IP). The Joint IP shall be jointly and equally owned by Tata Steel and IIT ISM in proportion of 50:50. In an event, either Party is not interested in such Joint IP, they may confirm their disinterest in writing within 6 months from the date of ascertaining of the Joint IP and in such event, other Party would be free to register the Intellectual Property rights in Joint IP in its own name and the other Party shall have no ownership rights in such IP.
- b) **Intellectual Property Rights, Prosecution and Expenses.** Tata Steel shall be responsible for the preparation, filing, prosecution and maintenance of Joint IP Rights, acting reasonably and in good faith. Tata Steel shall: (a) use independent IP counsel at its choice and instruct such IP counsel to furnish the other Party with copies of all correspondence relating to Joint IP Rights from all IP offices, as well as copies of all proposed responses to such correspondence in time for the other Party to review and comment on such responses; (b) give the other Party an reasonable opportunity to review the text of each IP application before filing; (c) consult with the other Party with respect thereto; (d) supply the other Party with a copy of the application as filed, together with notice of its filing date and serial number; and (e) keep the other Party advised of the status of actual and prospective IP filings.
- c) Tata Steel shall be granted a perpetual, royalty free, non-exclusive license rights to commercially exploit any development of the Project, Improved Know How and jointly held Intellectual Property rights for its own purpose and for Tata Steel Affiliates. Tata Steel shall not share benefits in such a case with IIT ISM.
- d) IIT ISM shall only use jointly held Intellectual Property right and/or any other invention under the Project for its own teaching and internal research projects only. IIT ISM shall not use the jointly owned Intellectual Property rights and/or any other invention under the Project for any purpose which is detrimental to the Tata Steel interest.
- e) Tata Steel will have First Right of Refusal for owning an exclusive license on jointly held intellectual Property. In an event Tata Steel does not opt for an exclusive license of the said jointly owned Intellectual Property within this specific time period of six years from the date of first written disclosure of the Joint IP, then IIT ISM shall be free to license the development, know how to any third parties. The terms and conditions of the license will be negotiated between the Parties and all benefits accruing from such assignments will be shared between IIT ISM and Tata



Steel. Any license to third parties shall be entered into as a tripartite agreement between IIT ISM, Tata Steel and the third party. Under no circumstances, IIT ISM shall license the jointly held intellectual property to the Tata Steel's competitors.

- f) **Background Intellectual Property:** Should any of the party possesses rights in Background Intellectual Property, that is, intellectual property not otherwise subject to this Agreement, which would be useful or essential to the practice or commercialization of the results of this Agreement, should be disclosed and defined in the respective Schedule(s), or which shall subsequently be agreed in writing and the appropriate licensing agreements, on commercially reasonable terms that are standard to the applicable industry, put in place as amendments to this Agreement.
- g) **Maintaining the Laboratory Notes:** Each Party agrees that research efforts will be well documented in the form a laboratory notes with accurate data/Method disclosed for each experiments performed therein, during the course of this Agreement.
- h) Subject to the terms and conditions of this Agreement and to the extent applicable, each Party grants to the other, a temporary, non-exclusive, non-transferrable, revocable, royalty free license to use each other's Know How and the Material for the limited purposes of performing its obligations under this Agreement.

## 7. AFFILIATES

Tata Steel may involve one or more of its Affiliates in fulfilling the objective of this Agreement. Tata Steel shall remain responsible for its Affiliates compliance with the terms of this Agreement and any ancillary agreement hereunder in which such Tata Steel Affiliate participates.

## 8. ASSIGNMENT

Except as otherwise expressly provided in this Agreement, IIT ISM shall not transfer or assign any of its rights and obligations under this Agreement to any other party without obtaining prior consent in writing from Tata Steel hereto. Notwithstanding anything stated under this Agreement, Tata Steel shall always have the right to assign this Agreement or licenses of the Process to any party.

## 9. TERM / DURATION

This Agreement shall be valid for the period Four (4) years from Effective Date unless terminated earlier in accordance with this Agreement ("Term"). The Parties may extend the Term of this Agreement for additional periods as desired under mutually agreeable terms and conditions which shall be reduced to writing and signed by the Parties.

## 10. TERMINATION

- a) **Loss of IIT ISM Principal Investigator.** In the event that the IIT ISM Principal Investigator ceases to supervise the Project and IIT ISM is unable to find a substitute acceptable to Tata Steel within 60 days of such cease, Tata Steel may terminate this Agreement forthwith.
- b) **Termination for Default.** In the event that either Party commits a material breach of its obligations under this Agreement and fails to cure that breach within thirty (30) days after receiving a written demand to cure from the non-breaching Party, the non-breaching Party may terminate this Agreement immediately upon written notice of termination to the breaching Party.



- c) **Termination for Delay.** In case the results are not encouraging as decided by Tata Steel, or if the overall Project is delayed in terms of final deliverables by more than three months from specified time, Tata Steel may terminate this Agreement by serving a written notice of one month to the IIT ISM.
- d) **Termination for Convenience.** Either Party may terminate this Agreement by serving a written notice of three months prior to the intended date of termination on the other Party provided that the termination by either Party shall not relieve that Party of its obligations accrued prior to such termination, under the Project.
- e) **Effect of Termination.** Upon termination by Tata Steel, pursuant to this clause, Tata Steel shall have no further obligation to make any payments in connection with the Project and any Project Payments already made to IIT ISM with respect to the Project and not yet applied and/or refundable shall be (a) returned to Tata Steel thirty (30) days following the date of termination; or (b) applied to an existing Project, at Tata Steel's discretion. Upon termination of this Agreement, IIT ISM shall hand over the process, preparation details, working papers etc. or any other document related to the Project to Tata steel.

## 11. NOTICES

Any notice or request required to be permitted to be given or made under this Agreement to the Parties shall be given in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, registered post or email to the Party to which it shall be delivered as per the address given below:

### For Tata Steel:

Name: Munish Sudan  
 Designation: Head, IP Cell  
 Office Address: Intellectual Property Cell, R&D, Tata Steel Ltd,  
 Jamshedpur (India)  
 Mobile: 9234000841  
 Email: munish.sudan@tatasteel.com

### For IIT ISM:

Name: Shalivahan  
 Designation: Dean, R&D  
 Office Address: Office of Dean Research & Development, IIT(ISM), Dhanbad,  
 Jharkhand, India - 826004, Mobile: +91-326-223-5203  
 Email id: dean\_rnd@iitism.ac.in

## 12. CONFIDENTIALITY

- a) Unless otherwise indicated, both Parties agree that any information shared pursuant to this Agreement shall be treated as Confidential Information. The Party receiving such Confidential Information shall not, unless specifically permitted in writing by the Party providing the said information, disclose in whole or part any such confidential or proprietary information or divulge any information thereon to any person other than its Personnel for fulfilling the purpose of this Agreement. The disclosure to any such Personnel as aforesaid, of any such confidential or proprietary information, shall be in confidence and only to the extent necessary for carrying out the obligations herein.
- b) The obligations of confidentiality set forth above shall be survived for two years from the termination of the relevant Agreement.



- c) The obligations of confidentiality however shall not apply to information that:
  - 1. is not disclosed in writing or reduced to writing and marked with appropriate confidentiality legend within thirty (30) days after disclosure;
  - 2. is already in the Receiving Party's possession at the time of disclosure;
  - 3. is or later becomes part of the public domain through no fault of the Receiving Party;
  - 4. is received from a third party having no obligations of confidentiality to the Disclosing party;
  - 5. is independently developed by the Receiving Party; or
  - 6. is required by law or regulation to be disclosed.
- d) The Confidential Information will be safeguarded and the Parties will take all the necessary action to protect it against misuse, and the same shall be disclosed on 'need to know' basis. In the event of a breach or threatened breach by either Party, the Parties agree that monetary damages may not be an adequate remedy, therefore, the other Party shall be entitled to injunctive relief as an equitable remedy to restrain the Party committing the breach, from any such breach, threatened or actual.

### **13. INDEMNITY**

IIT ISM shall keep and hold Tata Steel indemnified and harmless against all costs, expenses, claims, liabilities and proceedings which may be caused due to or suffered by or made or taken against Tata Steel directly or indirectly arising out of breach of any of the terms of this Agreement by IIT ISM or of any improper or negligent performance, act or omission by IIT ISM or any of IIT ISM's Personnel.

### **14. PUBLICATION**

- a) Parties shall consult in writing with each other before any publication in respect of the Process. In all publications (papers, reports etc.), dealing with the Process, it will be duly acknowledged that the work has been carried out by IIT ISM and Tata Steel under a Project supported by Tata Steel. Any/all such publication to be done on the Process by either Party shall be done with mutual consent in writing.
- b) The obligations of this Clause shall survive the termination or expiry of this Agreement.

### **15. ARBITRATION, APPLICABLE LAW AND JURISDICTION**

- i. Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any, shall be subject to resolution by a panel consisting of the representative of IIT ISM and Chief R&D and Product Technology, Tata Steel, who shall represent Tata Steel. If the dispute cannot be resolved by the said panel, the matter shall be resolved by arbitration by a sole arbitrator to be mutually decided and appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996 or any other modifications or reenactments thereof. The venue of arbitration shall be Kolkata. The decision of the arbitrator shall be binding on both parties.
- ii. This Agreement shall be construed, governed and enforced in accordance with the law of India and subject to the exclusive jurisdiction of Courts in Jamshedpur.



## 16. FORCE MAJEURE

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes not confined to the premises of the party, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. provided on the occurrence and cessation of any such event the Party affected thereby shall give a notice in writing to the other Party within one month of such occurrence or cessation. If the force majeure conditions continue beyond three months, the Parties shall jointly decide about the future course of action.

## 17. GENERAL

- i. Amendments: This Agreement may not be modified except in writing signed by both Parties. The headings of various clauses herein are inserted for convenience of reference and are not deemed to affect the meaning or construction of relative provisions.
- ii. This Agreement and its appendices constitute the entire Agreement among the Parties and supersede all other representations, understandings or communication whether written or verbal, with respect to the subject matter hereof.
- iii. Nothing contained in this Agreement or any actions taken by or arrangements entered into between the Parties shall be construed as or deemed to create any partnership, agency or joint venture between the Parties. Neither Party shall have authority to commit on behalf of the other Party contractually or otherwise, to any obligations to any third party.

## 18. Technology Disclaimer

IIT(ISM)-Dhanbad makes no representations, conditions, or warranties, either express or implied, with respect to the Intellectual Property or technology developed under this Agreement will not infringe the patent or proprietary rights of a third party. Without limitation, IIT(ISM)-Dhanbad specifically disclaims any implied warranty, condition, or representation that the Intellectual Property or technology developed:

- (a) corresponds to a particular description;
- (b) is of merchantable quality;
- (c) is fit for a particular purpose; or
- (d) is durable for a reasonable period of time.

19. Damages. IIT(ISM)-Dhanbad will not be liable for any damage or loss, whether consequential, incidental, or special which the Party or its agents suffer arising from any defect, error or fault of the Intellectual Property or technology developed through the Project or its failure to perform, and IIT(ISM)-Dhanbad had advised the PARTY possibility of such defect, error, fault, or failure. The PARTY acknowledges that it has been advised by IIT(ISM)-Dhanbad to undertake its own due diligence regarding the Intellectual Property or technology generated through the Project.



IN WITNESS WHEREOF the Parties have signed this Agreement on the day written above:

## 20. PERSONAL DATA PROTECTION

Each Party acknowledges and agrees that it may process certain business contact details relating to individuals engaged by the other Party in the performance of that other Party's obligations under this Agreement. Each Party will take appropriate technical and organizational measures to protect such personal data against any security breaches and will securely delete it once no longer required for the purposes for which it is processed.

IN WITNESS WHEREOF the Parties have signed this Agreement on the day written above:

SIGNED FOR AND ON  
Behalf of TATA STEEL

Name: Vinay V. Mahashabde  
Designation: Chief  
Department: R&D and PT  
(Authorized Signatory)

SIGNED FOR AND ON  
Behalf of IIT ISM

Name: Prof. Shalivahan  
Designation: Dean (Research & Development)  
Department: R&D  
(Authorized Signatory) Indian Institute of Technology  
Indian School of Mines  
Dhanbad - 826004 (INDIA)

### WITNESSES

#### 1) Signature

Name: AMIT SINGH  
Address: IP CELL, TATA STEEL  
R&D, JAMshedpur

#### 2) Signature

Name:  
Address:

#### 1) Signature

Name: Ravinder Chawla  
Address: IIT(IIS) Dhanbad

#### 2) Signature

Name:  
Address:

Sagar Pal  
IIT(IIS) Dhanbad