

THIS RELATIONSHIP AGREEMENT (hereafter "RA") is made the day of Estamp BETWEEN the following parties:

- (1) **UNILEVER INDUSTRIES PRIVATE LIMITED** a company incorporated under the Indian Companies Act 1956 (Corporate Identity Number - U24110MH1994PTC081672) with its registered or primary business address at Unilever House, BD Sawant Marg, Chakala, Andheri (East) Mumbai - 400 099, Maharashtra, India, and represented for all obligations under this Agreement by Unilever Industries Private Limited, 64, Whitefield Main Road, Bangalore - 560 066, Karnataka, India(hereafter "Unilever"), and
- (2) **INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH-KOLKATA**, an Institute established by The Ministry of Education (MoE), formerly the Ministry of Human Resource Development (MHRD) and gained statutory recognition under National Institutes of Technology, Science Education and Research Act; 2007, with its primary business address at Indian Institute of Science Education And Research, Kolkata Mohanpur, Nadia-741246 West Bengal, India (hereafter "Institute").

Hereinafter referred to in the singular as "Party" and collectively as "Parties".

WHEREAS:

- A. Institute is willing to conduct participate in certain activities as described hereafter; and
- B. Unilever and Institute desire to agree upon the terms which should apply to such activities as set forth herein to enable a productive, growing, sustainable and managed long-term relationship.

NOW, THEREFORE in consideration of the foregoing and the mutual covenants and agreements of the Parties contained herein, the sufficiency of which is hereby acknowledged, the Parties **AGREE AS FOLLOWS:**

1. Definitions

1.1 In this RA (including in the Preamble and Schedules hereto):

- (a) "Affiliates" means, for each Party, any company or corporation that controls, is under common control with, or is controlled by such Party. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management and policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).
- (b) "Applicable Law" means all applicable laws and regulations, including, without limitation, all anti-tax evasion, anti-fraud, anti-bribery and corruption, and financial sanctions, trade sanctions and export or import controls. Applicable law shall include all laws and regulations of the Republic of India, European Union, United Kingdom and United States together with any other applicable laws.
- (c) "Background IP" means any intellectual property rights, either patented or not and including any know how and all information relating to products, formulations, specifications, manufacturing processes, equipment, tools, uses, technical, commercial, economic and business affairs, models, samples and other things, etc. similarly owned by a Party or in lawful possession of a Party at the date hereof and/or created outside the scope of the relevant RA-Activities. This expression shall also include all third-party technology to the extent that the relevant Party has the right or licence to use such.
- (d) "Confidential Information" means only information relating to products, formulations, specifications, manufacturing processes, uses, technical, commercial, economic and business affairs etc., and disclosed in written form including electronic form and models, samples and other things. Unilever's Confidential Information shall also include: (i) disclosures of the foregoing made by or on behalf of Unilever Affiliates pursuant to this RA or in of for the conduct of any RA-Activities, and (ii) any of the foregoing as may be disclosed orally or visually to Institute Staff during or as a result of any in the conduct of any RA-Activities at the premises of Unilever or its Affiliates.

Institute's Confidential Information shall also include (i) any disclosures of the foregoing made by or on behalf of the Institute, its faculty members, researchers, students, laboratories, departments or affiliated research centres in connection with the research, development or collaborative activities contemplated under this Agreement; (ii) any information of the foregoing disclosed or observed during meetings, discussions, demonstrations, laboratory visits, experiments or research activities conducted at the premises of the Institute or its associated facilities; and (iii) any information of the foregoing disclosed orally or visually shall be treated as Confidential Information if it is identified as confidential at the time of disclosure or if, by its nature, a reasonable person would understand such information to be confidential, whether or not such information is specifically marked or designated as "Confidential".

- (e) "Cyber Security Incident" means where:
- (i) Unilever's or the Institute's Confidential Information or Results are intentionally or unintentionally disclosed to an unauthorised environment or recipient, or
 - (ii) there is an unauthorised access of Unilever's or the Institute's Confidential Information or Results and/or to the information technology systems of either Party that store, process or transmit such Confidential Information or Results, including but not limited to applications, services, networks, and /or devices,
- or there are multiple attempts to undertake any of the actions referred to in (i) or (ii).
- (f) "General Contact" means the person from each Party to act as its principal contact for the purposes of this RA. As of the date hereof, each Party's General Contact is as identified in Schedule A hereto unless notified otherwise.
- (g) "External Funding" means any funding or assistance provided by a Funding Body to support the conduct of an RA-Project or to a Party for use in an RA-Project.
- (h) "Facilities Access" means any research and other activities conducted by scientist(s) of one Party visiting premises of the other Party or its Affiliates to access and/or use equipment and other research facilities but not as part of any RA-Project or RS. For clarity, Facilities Access shall not include meetings conducted as Preliminary Discussions governed by an EX or any research and other activities conducted by Institute scientist(s) at the premises of Unilever or Unilever Affiliates pursuant to any SR or GFR.
- (i) "Funding Body" means any third party, including any state or public body
- (j) "Funding Conditions" means terms upon which the Funding Body provides any External Funding.
- (k) "Materials" means any hardware, software, products or compounds or compositions, packaging, samples, formulations or prototypes.
- (l) "Preliminary Discussions" means any discussions between Institute and Unilever or any Unilever Affiliate relating to any possible hosting, projects and activities as may be governed or anticipated by this RA (whether or not such discussions lead to an RA-Contract or other activity).
- (m) "RA-Activities" means any activities as conducted and/or governed by an RA-Contract.
- (n) "RA-Contract" means any EX, SR, GFR and/or RS, as the case may be.
- (o) "RA-Project" means the project conducted under any SR or GFR, as the case may be.
- (p) "Results" includes without limitation all results, technical information, drawings, specifications, designs, inventions and software, whether or not patentable, that is discovered, created and/or reduced to practice during or resulting from any RA-Activities and all intellectual property therein.
- (q) "Samples" means all and any of samples, devices, materials or other items of tangible property as may be purchased, developed or otherwise created in the course of or pursuant to any RA-Activities and which contain or reflect any Results therefrom.
- (r) "Scientist" means any scientist of Institute to carry out any RA-Activities.

- (s) "Staff" means all personnel, whether or not employees, involved in the performance of any RA-Activities by or on behalf of any party thereto.
- (t) "Unilever Authorised Signatory" means only such officer of Unilever or the relevant Unilever Affiliate, as the case may be, as known to Institute as having express authority for signing and/or amending a RA-Contract on behalf of such party.
- (u) "Unilever Requirements" means the requirements and terms as set forth in Schedule F hereto.
- (v) Each of "EX", "SR", "GFR", and "RS" shall have the meaning as set forth therefor respectively in clause 4.2.
- (w) Each of "RA-Term", "Institute Speciality Field", "Institute RS Field", "and "Unilever Field" shall have the meaning as set forth therefor respectively in Schedule A hereto.

1.2 Save unless the context demands otherwise: (a) expressions defined in clause 1.1 shall have the same meanings when used in the Schedules hereto and/or in any RA-Contract, and (b) expressions defined in the Schedules hereto shall have the same meanings when used elsewhere in this RA and/or in any RA-Contract, unless the context demands otherwise.

2. Scope of this RA

2.1 The purpose of this RA is to set forth the terms and conditions pursuant to which:

- (a) the Parties shall conduct their relationship as relates to this RA, including anticipating the conduct of RA-Activities.
- (b) any Confidential Information, including Materials, may be exchanged or disclosed as part of or for Preliminary Discussions.
- (c) RA-Projects may be conducted.
- (d) research services may be conducted and provided by Institute.
- (e) scientists may be hosted to give access to equipment and other research facilities.

2.2 Nothing contained in this RA and/or in any RA-Contract shall be construed as a warranty or representation by Unilever, IISER, or any of their respective Affiliates that any of them is under any obligation to enter into any further agreement or to purchase any goods or services.

3. Overall Governance

3.1 The Parties shall appoint their respective General Contacts to be their primary contact for the day-to-day management of the relationship under this RA.

3.2 General Contacts shall have responsibility for:

- (a) monitoring all actual RA-Activities conducted by or on behalf of the Parties under or pursuant to this RA or activities that may be suitable to be conducted as RA-Activities and providing reports thereof to the Parties.
- (b) responding to any requests in a timely manner relating to the conduct of any RA-Activities from the other Party's General Contact.
- (c) organising the meeting of the Relationship Committee as envisaged by clause 3.3.

3.3 At its discretion, either Party may convene a meeting of senior managers/ senior representatives of each of the Parties (the "Relationship Committee") on fourteen (14) days' written notice. The overall responsibility for the Relationship Committee shall be to ensure an overall good and productive relationship between the Parties, especially as relates to this RA and matters governed thereby. By way of example only, the Relationship Committee may:

- (a) review the workings of this RA in a timely manner before expiry of the RA-Term or earlier if requested;
- (b) identify and agree new science and technology areas of benefit to the Parties;
- (c) propose mechanisms to maximise the benefits arising from the tasks and interactions of the Parties under this RA and resolution to any disputes arising between the Parties.

- 3.4 In respect of any Confidential Information received pursuant to, or for the purposes of, conducting this RA and governance thereof (for this clause, the "Purpose"), each of the Parties agrees that it shall: (a) not disclose such Confidential Information to any other party, and/or (b) not use such Confidential Information for any purpose save only for the Purpose. The foregoing obligations shall not extend to any information that: (i) is or becomes publicly available through no fault of the recipient Party, or (ii) is already in, or subsequently enters, the recipient Party's lawful possession without restriction. Notwithstanding the foregoing, each Party may disclose such Confidential Information as necessary to receive professional advice from solicitors or chartered accountants in connection with the Purpose provided such parties shall be bound by obligations of confidentiality and non-use no less onerous than set forth in this clause 3.4 Any Confidential Information received under this clause 3.4 shall be held by the recipient Party subject to the confidentiality and other terms hereof for a period of five (5) years from 23.59 of 31 December of the calendar year of disclosure of such Confidential Information. For clarity, 'conducting this RA' includes any review of the workings of this RA and/or of RA-Activities.
- 3.5 Each Party shall not advertise or publish in any way the fact or terms hereof or that it is, has or will be collaborating with the other Party pursuant to this RA and/or any RA-Contract save with the prior written consent of such other Party. Without prejudice to the foregoing, in the event that Institute wishes to make a public announcement of the establishment of its relationship with Unilever hereunder, the wording of such announcement shall be submitted to Unilever for its written approval prior to such being disclosed to any third party.
- 4. Conduct of RA-Activities, Facilities Access and Affiliates**
- 4.1 Unilever shall endeavour to raise the awareness of this RA and its terms within the research and development organisation of the Unilever group of companies, to promote the conduct of RA-Activities, especially as relates to the Institute Speciality Field.
- 4.2 In the event that Institute and Unilever and/or any Unilever Affiliates wish to:
- (a) exchange or disclose any Confidential Information and Materials as part of or for Preliminary Discussions to be governed by the terms set forth in Part 1 of Schedule B hereto, such parties shall enter an agreement therefor using the template in Part 2 of Schedule B hereto or similar (each being "EX").
 - (b) conduct a project funded by the Unilever party, without External Funding to be governed by the terms set forth in Part 1 of Schedule C hereto, such parties shall enter an agreement therefor using the template in Part 2 of Schedule C hereto or similar (each being "SR").
 - (c) conduct a project funded by the Unilever party and by External Funding to be governed by the terms set forth in Part 1 of Schedule C hereto, such parties shall enter an agreement therefor using the template in Part 2 of Schedule C hereto or similar (each being "GFR").
 - (d) Institute to conduct and provide research services to be governed by the terms set forth in Part 1 of Schedule D hereto, such parties shall enter an agreement therefor using the template in Part 2 of Schedule D hereto or similar (each being "RS").
 - (e) allow Facilities Access, such parties shall enter an agreement therefor using the template in Part 2 of Schedule E hereto or similar (each being "FA"). For clarity, no party shall be obliged to allow Facilities Access hereunder unless and to the extent expressly agreed in writing and signed on behalf of the relevant parties by a signatory authorised therefor.
- 4.3 As agreed in writing, the Parties shall use reasonable endeavours to secure External Funding for the conduct of appropriate research collaborations from suitable public or other sources. Where such endeavours are successful, the Parties shall:
- (a) if suitable to be conducted as an RA-Project, agree such as a GFR.
 - (b) if involving more than Institute and Unilever and/or any Unilever Affiliates, agree a suitable agreement therefor as required by the relevant funding terms and, insofar as practicable, consistent with the terms of this RA. Examples of the foregoing is External Funding for the conduct of research by a consortium.

This clause shall not prevent Institute from accepting any External Funding for the conduct of research provided nothing hereunder shall not commit Unilever or any Unilever Affiliate to participate therein or incur any obligation or liability therefrom unless and to the extent agreed in writing on behalf of such Unilever party thereto by a Unilever Authorised Signatory.

4.4 Where any Unilever personnel or Unilever Affiliate contacts or discusses with Institute matters or activities that may be suitable to be governed by or within this RA, Institute shall use all reasonable endeavours to promptly notify in writing:

- (a) such Unilever personnel or Unilever Affiliate of this RA before the commencement of any such matters or activities and shall offer to conduct or participate in such in accordance with the terms hereof. It is acknowledged that such Unilever personnel or Unilever Affiliate shall have the sole discretion whether or not to accept such offer and may, if it so wishes, require alternative terms.
- (b) the Unilever General Contact thereof and give such further information as reasonably requested.

4.5 Not later than the commencement of any RA-Activities, Institute shall deliver to the Unilever General Contact a copy of the relevant signed RA-Contract.

5. Warranties and Representations

5.1 Institute represents and warrants each of the following:

- (a) This RA is a legal and valid obligation binding upon Institute and enforceable in accordance with its terms.
- (b) The execution, delivery and performance of this RA by Institute does not conflict with any agreement, instrument or understanding, oral or written, to which it is bound.

5.2 Unilever represents and warrants that this RA is a legal and valid obligation binding upon it and enforceable in accordance with its terms.

6. Term and Termination

6.1 This RA shall come into effect on the date hereof and shall remain in force for the RA-Term unless earlier terminated pursuant to this clause 6 or extended in writing and signed by the Parties.

6.2 This RA shall terminate:

- (a) upon expiry of the RA-Term unless extended in writing signed by the Parties, or
- (b) by either Party giving three (3) months' notice in writing to the other Party.

6.3 Either Party may, by written notice to the other Party, immediately terminate this RA where:

- (a) the other Party has materially breached this RA and has failed to remedy that breach within thirty (30) days of the date of service of a written notice from the other Party specifying the breach and requiring that it be remedied; or
- (b) the other Party ceases or threatens to cease to carry on its business, be unable to pay its debts within the meaning of the insolvency law applicable to that Party, convenes a meeting of its creditors or if a proposal shall be made for any composition, compromise, scheme or arrangement with (or assignment for the benefit of) its creditors or a receiver, or has a receiver appointed for the whole or any material part of its undertaking or assets, or has any order made, petition presented or resolution passed for it to be wound up (otherwise than in furtherance of a scheme for amalgamation or reconstruction details of which shall have been notified thereof).

6.4 Expiry or termination of this RA shall not terminate any RA-Contracts and *vice versa*. In the event that this RA expires or terminates, RA-Contracts shall be terminated only if individually terminated in accordance with the applicable terms thereof and, where not completed prior to the end of the RA-Term or by the date of termination, the terms and conditions of this RA shall continue to apply thereto until such RA-Contract expires or is terminated.

6.5 Expiry or termination of this RA for any reason shall not release any Party from any liability or obligation which, at the time of such expiry or termination, has already accrued to that Party or which is attributable to a period prior to such expiry or termination nor preclude any Party from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of the terms of this RA.

7. Notice

7.1 All notices and consents required under this RA shall be addressed to the following recipients as follows:

	Unilever	Institute
Address:		
Attn:		

or to such other person, address or details as either Party may from time to time designate in writing to the other Party.

7.2 All written notices required to be delivered by the Parties pursuant to this RA shall be sent by any of the following means:

- (a) when delivered, by hand delivery;
- (b) by delivery with a reputable overnight courier service, requesting delivery on the most expedited basis available, where the date of delivery shall be three (3) business days after placement; or
- (c) if sent by email to an address expressly provided for the purposes of notification under clause 7.1, upon written confirmation by the addressee as such notification having been received. For clarity, mere sending of email notice or receipt of an automated response shall not constitute confirmation under this clause.

8. Miscellaneous

8.1 Nothing in this RA and no action taken by the Parties shall constitute a partnership, association, joint venture or other co-operative entity. Nothing in this RA or in their conduct of any RA-Contract shall cause any Staff to be or to become employees of the other Party or its Affiliates or be construed as to be such.

8.2 No Party may assign, or in any way transfer this RA or any right or obligation hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party, such consent shall not be unreasonably refused or delayed if the whole of this RA is assigned by operation of law or otherwise, to:

- (a) an entity with which the assigning Party shall merge or consolidate, or
- (b) an entity that shall purchase all or substantially all of the assigning Party's business or assets related to this RA, or
- (c) an Affiliate.

The assigning Party shall provide written notice of such assignment to the other Party within thirty (30) days of the date of the same. The assigning Party shall procure that any assignment shall be without prejudice to the rights of the other Party hereunder.

- 8.3 The failure or delay of either Party to enforce or to exercise, at any time or for any period of time, any term of or any right under this RA does not constitute and shall not be construed as a waiver of such term or right and shall not affect said Party's right later to enforce or exercise it, nor shall any single or partial exercise of any remedy or right preclude any further exercise of the same or the exercise of any other remedy or right. No waiver or indulgence of any term or provision of this RA shall be valid unless such shall set forth in writing the specific circumstances thereof and extent of the waiver or indulgence and be signed by duly authorised officers of the Party granting such waiver or indulgence. No waiver or indulgence by either Party of any breach or default of any term or provision under this RA shall be deemed a waiver as to any subsequent and/or similar breach or default.
- 8.4 This RA, including its schedules, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreements, written or oral, between the Parties concerning such subject matter. This RA may not be altered or amended save by written agreement signed by both Parties. Pursuant to the foregoing, any terms in any emails or submissions by or on behalf of Institute shall not and shall not be construed as superseding, changing or modifying the terms of this RA.
- 8.5 In the event of any conflict between the terms of this RA and the Schedules hereto, the Parties agree that the terms of this RA shall have precedence. In the event of any conflict between the terms of this RA and any RA-Contract, the Parties agree that the terms of such RA-Contract shall have precedence.
- 8.6 The rule known as the *ejusdem generis* rule shall not apply and accordingly general words introduced by the word "other" or "including" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things. The rule known as the *contra proferentem* rule shall not apply to this RA or in any negligence and other tortious liability connected therewith. The headings used herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this RA.
- 8.7 If any provision of this RA is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of the provisions of this RA shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, and such invalid, void or unenforceable provision shall be replaced by the Parties with an equivalent provision which most closely reflects lawfully the intent of the Parties hereto.
- 8.8 No Party shall be liable for any breach of this RA resulting from that Party being prevented, hindered or delayed from observing or performing its obligations hereunder by an act beyond its reasonable control. The Party so affected shall, as soon as reasonably possible, give notice to the other Party of the occurrence of such event, and shall promptly provide written notice to the other Party of the occurrence and the cessation of such event.
- 8.9 Nothing in this RA limits or excludes either Institute's or Unilever's liability with respect to any of the following: (a) death or personal injury resulting from negligence; (b) any fraud or for any sort of other liability which, by law, cannot be limited or excluded; (c) breach of this RA's confidentiality obligations; (d) liability under any indemnity in this RA; (e) infringement of third party intellectual property rights; (f) breach of data protection legislation; or (g) wilful or intentional breach.
- 8.10 This RA may be executed in counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this RA, but all the counterparts shall together constitute but one and the same instrument.
- 9. Dispute Resolution**
- 9.1 This RA or matters related thereto and any issues or disputes which may arise out of or in connection therewith (whether such disputes or issues are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation or otherwise) shall be governed by and construed in accordance with law of India.
- 9.2 Subject to clause 9.4, where any dispute arises between Institute or Unilever in connection with this RA or matters related thereto (a "Dispute"), the following provisions shall apply:
- (a) Each Party's General Contacts shall meet to attempt to resolve said Dispute by meeting all those involved therewith. An initial meeting shall take place within twenty one (21) days of the Dispute arising. Those attending the meeting shall use reasonable endeavours to resolve the Dispute in good

faith. If the Dispute is not resolved within a period of twenty eight (28) days after said first meeting, either of the Parties may refer to be considered by the Relationship Committee.

- (b) At any meeting held pursuant to clause 9.2(a), each of the Parties shall provide all necessary information and evidence in a timely manner to facilitate an equitable and correct resolution to the Dispute. Each of the Parties shall bear their own costs of complying with the procedure in this clause 9.2.

9.3 Where unresolved as envisaged by clause 9.2, the Parties shall submit such Dispute to the exclusive jurisdiction of the courts of India.

9.4 Each Party agrees that it shall not commence any formal or other proceedings in relation to any Dispute save in accordance with the procedure set forth in clause 9.2. Notwithstanding the foregoing, either Party may seek such interim injunctive or other interim relief as it considers appropriate in the relevant circumstances.

The signatures made below for and on behalf of Institute and for and on behalf of Unilever indicate agreement with the terms hereof:

	Unilever	Institute
Signed		
Name	Saurabh Shresth	RAHUL BANERJEE
Office	PC Biosciences Director	Deputy Director, IISER-K
Date		18/7/2026



निदेशक / Director (1/c)
 भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान कोलकाता
 Indian Institute of Science Education and Research Kolkata
 (Under Ministry of Education, Govt. of India)
 मोहनपुर / Mohanpur -741246, पश्चिम बंगाल / West Bengal

SCHEDULE A

Unilever reference numbers	PRN	MA-2026-00121N
	PON	Not Applicable
Institute reference numbers		IISERK/26-27/R&D/MOU/5
RA-Term		From the date hereof and continue for a period of five (5) years therefrom.
Institute General Contact		Name: Prof. Raja Shunmugam Address: Department of Chemical Science, IISER Kolkata, Mohanpur 741246 Email: sraja@iiserkol.ac.in Tele.: +91 97488 97367
Unilever General Contact		Name: Dr. Shrinivas Venkataraman Address: Unilever Industries Private Limited Email: Shrinivas.Venkataraman@unilever.com Tele.: NA Mob.: +91 8951971941
Unilever Fields		means all goods, products and services intended for, relating to or having any use or application in or for the treatment, appearance, cleaning, caring or conditioning of any of the following: (a) the person and/or animals. The foregoing shall include, but not be limited to, all chemicals, compositions, products, or combinations thereof having any use or application in treatment, cleaning, cleansing, caring, conditioning or for cosmetics with or of the person and/or animals (including in particular the skin, hair and oral cavity). (b) the home or any of its contents. The foregoing shall include, but not be limited to, all chemicals, compositions, products, or combinations thereof having any use or application in treatment, cleaning, cleansing, caring, conditioning of surfaces, furniture and atmosphere of the home and household contents (including microbial control and arthropodocides and arthropod repellents, water treatment and water recovery and the manufacture of all of the foregoing) and of clothes, fabrics and/or cloth fibres. (c) Foods. The foregoing shall include, but not be limited to, all foodstuffs, beverages, drinks (including water and the preparation and treatment thereof) and nutraceuticals that contain or consist of body nutrients, such as carbohydrates, fats, proteins, vitamins, minerals or similar, and is ingested and assimilated to produce energy, stimulate growth, and/or maintain life or for enjoyment of persons and/or animals. This definition shall also include, but not be limited to: (i) ingredients in and for any of the foregoing, (ii) any formulation, packaging, delivery means, tools or devices for any use, application, transport, presentation and/or sale with or for any of the foregoing, (iii) the manufacture, shape and/or

	configuration of all said ingredients, goods, products, packaging, delivery means, tools and/or devices, (iv) any corresponding or equivalent industrial and institutional markets, and (v) any equipment for the evaluation, analysis and manufacture in and for any of the foregoing.
Institute Speciality Field	means polymer science, materials science, chemical sciences, sustainable materials, fragrance delivery technologies and related research areas.
Institute RS-Field	means proprietary methodology of Institute used in the conduct of the relevant RA-Activities.

SCHEDULE B**Part 1 – Terms for Exchange of Confidential Disclosure of Information and Materials**

B1 For the purposes of Part 1 of this Schedule B:

- (a) Words and expressions that have been defined in this RA shall have the same meanings in this Schedule B and thereafter and in each EX unless amended in such EX or the context specifically provides otherwise save that “Unilever” means Unilever and/or Unilever Affiliate(s) being party to the EX and “Party” and “Parties” shall be construed accordingly.
- (b) “Confidential Information”, for the purposes of the EX, expressly includes EX-Materials.
- (c) “EX-Applicable Terms” means, for the EX, the confidentiality and other terms as set forth or referenced in Part 1 of this Schedule B save insofar as amended in such EX.
- (d) “EX-Materials” means any Materials supplied for evaluation under the EX.
- (e) Each of “EX-Purpose”, “EX-Effective Date”, and “EX-Disclosure Period” shall have the meaning as set forth therefor respectively in the EX.

B2 The terms of the EX shall be EX-Applicable Terms save insofar as amended in the RA-Contract therefor.

B3 The provisions of the EX shall commence on the EX-Effective Date and remain in force for five (5) years from expiry of the EX-Disclosure Period thereof. The disclosure of Confidential Information under the EX shall occur during the EX-Disclosure Period thereof.

B4 Each Party undertakes and agrees:

- (a) To keep confidential, and not to disclose to any third party, the Confidential Information received from the other Party under the EX, or any part of it, unless ordered by a court of law. If lawful, the recipient Party shall promptly inform the disclosing Party of such order and provide reasonable assistance to limit disclosure. In all events, any such disclosure by the recipient Party under said order of court shall be only as and to the extent so required.
- (b) To use the Confidential Information, or any part thereof, received under the EX from the other Party solely for the EX-Purpose.

Any Confidential Information received under the EX by a Party may be disclosed to its Affiliates, in-house researchers/contractors and contract service providers provided that such receiving parties adhere to confidentiality and non-use obligations no less onerous than as set out in this clause B4. Each Party shall be liable for any breach of said obligations by such receiving parties.

B5 The obligations set forth in clause B4 shall not apply to any Confidential Information which the recipient Party can establish by competent proof was subject to one or more of the exceptions set forth in clause C5.2 of this RA *mutatis mutandis*.

B6 All Confidential Information in tangible form received under the EX is, shall be and shall remain the property of the relevant disclosing Party. Each Party shall return to the disclosing Party all Confidential Information, in tangible or intangible form, received hereunder and copies thereof and/or to procure the certified destruction of the same within sixty (60) days of a written request to do so (insofar as not consumed as part of evaluations conducted as part of the EX-Purpose) save that each Party shall have the right to retain one (1) copy of the Confidential Information received hereunder as part of its confidential legal records for the strict purpose of determining legal obligations only. The foregoing return or destruction requirement shall not apply to backups of computer records maintained as part of the recipient Party's reasonable IT policy, always provided such records shall not be accessible or usable by any party unless as necessary when computer records of the recipient Party are otherwise lost and then provided all obligations hereunder shall apply to any access and/or use thereof (including this clause B6).

B7 Any intellectual property in and to the Confidential Information provided by the disclosing Party to the recipient Party under an EX shall remain owned by such disclosing Party.

B8 Subject to clause B9, each Party shall own and be entitled to protect by any intellectual property right in any Results generated by it following from the receipt of Confidential Information under the EX subject to the EX-Applicable Terms.

- B9 Institute shall grant, and hereby does grant, to Unilever and its Affiliates a non-exclusive, royalty free, fully paid, worldwide, indefinite, irrevocable, sublicensable, licence: (a) to use any Results in submitted or disclosed to Unilever as part thereof, and (ii) under any patents or other intellectual property rights (and applications therefor) filed or amended to protect any Results by or through Institute. In case such may not be known to Unilever, Institute shall promptly notify Unilever in writing, giving full details, of any licence granted pursuant to this clause B9.
- B10 Each Party understands and agrees that:
- (a) EX-Materials are experimental in nature and not all their characteristics may be known;
 - (b) For any EX-Materials disclosed under the EX, the disclosing Party shall provide all relevant and necessary information for the safe handling for the EX-Purpose not later than at the date of disclosure;
 - (c) For any EX-Materials received under the EX, the recipient Party shall:
 - (i) use such EX-Materials only for *in-vitro* testing and laboratory research;
 - (ii) use, handle, store and transport in line with applicable laws, regulations and reasonable instruction by the disclosing Party;
 - (d) EX-MATERIALS ARE PROVIDED UNDER THE EX ON AN "AS IS" AND "WITH ALL FAULTS" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PURPOSE SAVE THAT THEY SHALL HAVE BEEN PREPARED WITH REASONABLE SKILL AND CARE;
 - (e) THE DISCLOSING PARTY SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM OR CONNECTED WITH THE RECIPIENT PARTY'S USE OF OR RELIANCE ON CONFIDENTIAL INFORMATION RECEIVED UNDER THE EX.
- B11 Clause 2.2 of this RA shall apply to the EX *mutatis mutandis*.
- B12 Clause 8 of this RA shall apply to the EX *mutatis mutandis*.
- B13 Clause 9 of this RA shall apply to the EX *mutatis mutandis* save as amended otherwise in the EX.

Part 2 – Template EX

THIS AGREEMENT (hereafter “EX”) is made on the EX-Effective Date set forth below BETWEEN the following parties:

- (1) [] a company incorporated in [] (registered under number []) and whose registered office is at [] (hereafter “Unilever”), and
- (2) **INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH-KOLKATA**, an Institute established by [] with its primary business address at [insert], (hereafter “Institute”).

The Parties agree to disclose and receive Confidential Information (including EX-Materials) subject to and upon the EX-Applicable Terms of Schedule B of the Relationship Agreement between Unilever Global IP Limited and [] dated [] (Unilever reference number: MA-[]; Institute reference number: []) and that are incorporated into this EX as if set forth below save insofar as amended hereafter.

DETAILS OF THIS EX:

EX-Effective Date	
EX-Disclosure Period	means from the EX-Effective Date until
EX-Purpose	means evaluation of [] for possible use or application in products of Unilever and its Affiliates
EX-Materials Details	
Additional Clauses	N/a

IN WITNESS WHERE, the Parties have caused this EX to be executed by their duly authorised signatories as of the dates shown below:

	Unilever	Institute
Signature		
Name		
Title		
Date		

SCHEDULE C**Part 1 – Terms for the Conduct of RA-Projects****C1 Definitions****C1.1** For the purposes of Part 1 of this Schedule C and in any SR or GFR:

- (a) Words and expressions that have been defined in this RA shall have the same meanings in this Schedule C and in each SR or GFR, as the case may be, unless amended in such SR or GFR or the context specifically provides otherwise save that “Unilever” means Unilever and/or Unilever Affiliate(s) being party to such SR or GFR, as the case may be, and “Party” and “Parties” shall be construed accordingly.
- (b) “Act” means the Right to Information Act 2005 and any re-enactment or amendments thereof.
- (c) “Deliverable” means any goods, consumables, materials, products, samples, re-packaged products, ancillary services, software, hardware, data, databases, research, materials, specifications, designs, programs, reports, documentation, consumable or other work product to be provided to Unilever as part of the RA-Project or as otherwise set out in a work plan therefor.
- (d) “RTI Request” means any request made under the Act which may result in the disclosure of any information received hereunder and/or Results. RTI Request shall also apply to any other request made otherwise pursuant to any of the Act where the response thereto may reveal the existence or terms of this RA and/or the relationship between the Parties hereto;
- (e) “IP Terms” means the terms and conditions applicable to ownership of Results, being that: (i) SR are subject to clause C6, and (ii) GFR are subject to clause C7.
- (f) “Licence” means a fully paid up, royalty free, worldwide, indefinite, sub-licensable, irrevocable licence.
- (g) “Milestones” means criteria for payment as set forth in the SR or GFR, as the case may be.
- (h) “Previous Terms” means any terms as may have governed the disclosure of any confidential information and/or the conduct of any work towards the objectives of the RA-Project by or on behalf of each of the Parties before the RA-Contract Effective Date, whether express and/or implied.
- (i) “Publication” means the publication of an abstract, article or paper in a journal or electronic repository, or its presentation at a conference or seminar or other non-confidential disclosure; and in clause C9 to ‘Publish’ and ‘Publication’ shall be construed as meaning such publication or presentation or other non-confidential disclosure.
- (j) “RAP-Work Plan” shall have the meaning as set forth therefor in clause C4.1.
- (k) “RAP-Applicable Terms” means, for each SR or GFR, as the case may be, the terms as set forth or referenced in Part 1 of this Schedule C save insofar as amended in such RA-Contract. For clarity, the RAP-Applicable Terms are the same for SR and GFR save for the IP Terms thereof, being that: (i) SR are subject to clause C6, and (ii) GFR are subject to clause C7.
- (l) “Supervisor” means the person from each Party to act as its principal lead scientist and supervisor for the purposes of the SR or GFR, as the case may be. As of the RA-Contract Effective Date, each Party’s Supervisor is as identified in such SR or GFR unless notified otherwise.
- (m) Each of “RA-Contract Effective Date”, “RA-Contract Term”, and “Commencement Date” shall have the meaning as set forth therefor respectively in the SR or GFR, as the case may be.
- (n) In this Schedule C, references to “RA-Contract” shall be to the SR or GFR, as the case may be.

C1.2 Expressions defined in clause C1.1 shall have the same meanings where used elsewhere in this RA unless the context demands otherwise.

C2 Scope of the RA-Contract for the Conduct of SR and GFR

C2.1 The terms of the SR or GFR, as the case may be, shall be the terms and conditions as set forth in Part 1 of this Schedule C save insofar as amended in such SR or GFR.

- C2.2 Save insofar as such would hinder the performance of the RA-Project and the RAP-Applicable Terms and as provided in clause C4, nothing herein shall obligate Institute to collaborate exclusively with Unilever and Institute shall be free to collaborate with third parties of its choosing provided that Institute shall have in place robust and effective means of ensuring that the RAP-Applicable Terms are adhered to.
- C2.3 Where, before the RA-Contract Effective Date, any confidential information may have been disclosed and/or certain work towards the objectives of the RA-Project to be conducted under the RA-Contract ("Pre-Project Work"), in partial consideration of entering the RA-Contract, the sufficiency of which is acknowledged, each of the Parties agrees that the Previous Terms, whether express and/or implied (including as applicable to any related Preliminary Discussions), as applied to such Pre-Project Work are superseded and replaced by the RAP-Applicable Terms.

C3 Payments

C3.1 Unilever shall:

- (a) pay to Institute the sum as set forth in Part 1 of Annex 2 of the RA-Contract exclusive of GST. The Parties acknowledge and agree that all payments to be made pursuant to this clause C3.1 shall, unless otherwise agreed in writing, be paid only as and to the extent as set out in Part 2 of Annex 2 of the RA-Contract on the condition that the relevant Milestones shall have been fully attained.
- (b) reimburse Institute for additional expenses directly incurred by Institute in connection with any RA-Project on the condition that any obligation to make such payment is expressly agreed in writing by Unilever signed by a Unilever Authorised Signatory before being incurred, and that relevant invoices claiming such are supported by written GST receipts.
- (c) pay to Institute such sums as agreed in writing in accordance with clause C6 and clause C7 on the condition that any obligation to make such payment is expressly agreed in writing by Unilever and signed by a Unilever Authorised Signatory before being incurred.

C3.2 The Parties agree that:

- (a) The total amount payable by Unilever under clause C3.1(a) shall not exceed that set forth in Part 1 of Annex 2 of the RA-Contract.
- (b) All amounts to be paid by Unilever pursuant to the RA-Contract shall be payable ninety (90) days after receipt of the relevant and appropriate invoice. Invoices shall comply with the invoicing requirements set out at www.unileversuppliers.com. For clarity, the foregoing expressly includes any payments under clause C3.1(b) and clause C3.1(c). All invoices shall: (i) quote all Unilever reference numbers, and (ii) be directed to such persons and addresses within Unilever, in both instances as set forth in Part 3 of Annex 2 of the RA-Contract or as otherwise notified. Institute acknowledges that Unilever operates a 'no PO number, no payment' policy and agrees that Unilever may delay payment of any invoice without breach of the RAP-Applicable Terms or incurring any interest or penalty where such invoice does not quote all Unilever reference numbers.
- (c) Payments shall be made by or on behalf of Unilever to Institute account as shall have been notified to Unilever in writing.
- (d) All payments hereunder are exclusive of GST unless stated otherwise. In cases where the GST is payable, on Unilever's request, Institute shall provide evidence of the payment thereof to the proper authorities as soon as possible.

- C3.4 Unilever shall have no obligation to make any payment under the RA-Contract, including upon any exploitation of the Results which is its property or other costs, save as expressly provided by the RAP-Applicable Terms.

C4 Conduct of the RA-Project

- C4.1 Institute shall conduct the RA-Project for Unilever (including provide all agreed deliverables) under and in accordance with the RAP-Applicable Terms. The RA-Project shall be set forth in more detail in the work plan in the RA-Contract (the "RAP-Work Plan"). The RA-Project shall terminate upon expiry or termination of the RA-Contract unless extended by written agreement between the Parties or earlier terminated in accordance with clause C10.

- C4.2 Institute shall carry out the RA-Project in the department, school or faculty of Institute as set out in the RA-Contract (the "Department"). Notwithstanding the foregoing, insofar as the Scientist(s) is to conduct the RA-Project at the premises of Unilever and or its Affiliates, the details thereof shall be as set forth in the RA-Contract. The period of time spent by Institute Scientist(s) at such Unilever premises during the RA-Contract Term being not more than as set forth in the RA-Contract. Where any Institute Staff are conducting the RA-Project, or visiting, at any Unilever premises, Institute shall procure that said Institute Staff comply with all Unilever's rules and regulations for visitors on display or as notified and/or all instructions given by Unilever employees and, at all times, shall act in a responsible manner and display respectful and acceptable behaviour. Institute acknowledges and agrees that, if conducting the RA-Project at any Unilever premises, at its sole discretion, Unilever may deny entry or remove any Staff from such premises.
- C4.3 The RA-Project shall be conducted under the personal supervision or direction of the Institute Supervisor. Institute agrees that the Institute Supervisor and any other person agreed to be significantly involved in the provision of the RA-Project shall not be changed without Unilever's consent, such consent not to be unreasonably withheld. Where the Institute Supervisor has not been appointed before the RA-Contract Effective Date or leaves, as the case may be, before any appointment (or re-appointment) is made, the Unilever Supervisor shall be informed of the identity and qualifications of the potential Institute Supervisor and their consent shall be required for any such appointment to the RA-Project, such consent not to be unreasonably refused.
- C4.4 The Parties agree that:
- (a) Institute shall commence the RA-Project on the Commencement Date or, if no Commencement Date is prescribed, not later than two (2) months after the RA-Contract Effective Date unless Unilever shall have agreed in writing to a request from Institute for an extension to said period to permit a later Commencement Date for the RA-Project, such request not to be unreasonably refused (said later Commencement Date being the "Delayed RA-Project Start Date").
 - (b) Institute shall procure the Scientist(s) to conduct the RA-Project.
 - (c) Institute shall appoint or allocate the Scientist(s) as identified in the RA-Contract to carry out the RA-Project not later than two (2) months after the RA-Contract Effective Date unless Unilever shall have agreed in writing to a request from Institute for an extension to said period to permit a later appointment of such Scientist(s), such request not to be unreasonably refused (the latter being the "Delayed Scientist Start Date"). Where the individual Scientist(s) has not been agreed by the Parties by the RA-Contract Effective Date, before any appointment is made, the Unilever Supervisor shall be informed of the identity and qualifications of potential Scientist(s) and their consent shall be required for any such appointment, such consent not to be unreasonably refused or delayed.
 - (d) Where the Scientist(s) ceases or terminates their participation in the RA-Project for any reason for a period of one (1) month, whether because they leave or for any other reason, Institute shall promptly notify Unilever thereof in writing. Where it believes that there is no reasonable prospect of such Scientist(s) resuming their conduct of the RA-Project, within a period of not more than one (1) month after said notice, Institute shall identify and appoint replacement Scientist(s) to continue the RA-Project with the Unilever Supervisor's consent, such consent not to be refused where the identity and qualifications of such potential Scientist(s) are reasonably satisfactory. In all events, Institute shall ensure that the conduct of the RA-Project shall not be interrupted for more than two (2) months because the Scientist(s) ceases or terminates their participation in such RA-Project.
 - (e) Institute shall provide written notice to the Unilever Supervisor as soon as practicable of its appointment of the Scientist(s) and/or of its commencement of the RA-Project.
- C4.5 Institute shall:
- (a) keep, or procure such shall be kept by the Institute Staff, good administration of the RA-Project in the form of complete records ("RAP-Records"). RAP-Records shall be made contemporaneously in notebooks which shall in all instances be in accordance with good research procedures. Furthermore, all RAP-Records shall be maintained confidentially and securely at Institute's address first above written (or such other address(es) being Institute premises where the RA-Project was conducted) for the RA-Contract Term and five (5) years thereafter always on the condition that

such shall be secure and confidential. At Unilever's request and administrative cost, Institute shall provide copies of any RAP-Records to Unilever as soon as practicable.

- (b) keep Unilever fully informed of all Results and other information arising from the RA-Project by means of reports or otherwise as requested by the Unilever Supervisor, and shall notify the Unilever Supervisor in writing when each Milestone has been attained and giving relevant details thereof. Notwithstanding any termination of the RA-Contract, Institute shall provide a full written report to Unilever for its acceptance within one (1) month after the termination of the RA-Project, such acceptance not to be unreasonably refused.

C4.6 Without prejudice to clause C4.5(b), the Institute Supervisor and Unilever Supervisor shall together evaluate the results of any RA-Project on each anniversary of the Commencement Date of the RA-Project or at such other time upon the reasonable request of Unilever in order to decide whether such RA-Project should be continued or whether it is desirable to amend such RA-Project in light of the Results and progress achieved to such date. This evaluation should be completed within one (1) month thereof and, where said Results and progress do not meet reasonable expectations, the Parties shall agree a programme of remedial work where appropriate, with prescribed standards that Institute shall procure is conducted by the Scientist(s) within the time frame agreed therefor.

C4.8 Institute shall:

- (a) subject to clause C11.1, make all reasonable endeavours to complete the RA-Project according to the agreed times. In all events, Institute shall at the earliest opportunity notify the Unilever Supervisor promptly in writing if it is aware or has reason to believe that any of the expected dates for delivery of any agreed Milestone or other deliverable as set forth in the RA-Contract shall or are likely to be missed. Where delivery of any Milestone is or may be delayed by more than one (1) month, Institute shall promptly notify Unilever in writing and the Parties shall implement an appropriate course of action. For clarity, Unilever shall thereupon have the sole discretion whether or not to terminate the RA-Contract.
- (b) procure that all Institute Staff shall have appropriate qualifications and competence.
- (c) upon Unilever's request, promptly provide to the safety division of Unilever and its Affiliates known as the 'Safety, Environmental & Regulatory Sciences' ("SERS") such information in its possession and other assistance relating to any safety issues as SERS may reasonably request. For clarity, the foregoing requests may be made for any assessment relating to the conduct of the RA-Project or the use of the output therefrom. As Institute may require, Unilever shall procure that any information disclosed to SERS be held under obligations of confidence as set out in clause C5.
- (d) ensure and shall procure with Institute Staff that, in the conduct of any RA-Project, there shall be no use of any Animals and no use of Animals to provide tissues, cells or specific reagents. The foregoing does not prohibit use of standard, immortalised animal-derived cell lines and off-the-shelf laboratory reagents that are generally available from commercial suppliers. For the purposes of this clause, "Animal" means any non-human vertebrate or cephalopod
- (e) ensure and shall procure with Institute Staff that, in the conduct of any RA-Project, there shall be no human testing or use of any humans, or any human cells or tissues, except the Permitted Human Cells or Tissues, without prior written consent from the relevant Unilever R&D VP or EVP, to ensure that it complies with Unilever policies and standards. On written request, Institute shall provide to Unilever written evidence of its compliance with the foregoing. For the purposes of this clause, "Permitted Human Cells or Tissues" means human cells or tissues which are purchased at arm's length on any regulated marketplace from a registered commercial entity, excluding use of embryonic stem cells

C4.9 All Samples are the exclusive property of Unilever unless agreed otherwise in writing. Institute shall be responsible for risk in Samples until and to the extent Unilever has taken possession thereof. At the end of an RA-Contract, the Parties shall agree upon the manner any Samples held by Institute shall be returned to Unilever (or, alternatively as may be agreed in writing, the destruction thereof as certified by Institute or use in further RA-Activities).

C4.10 Unilever shall:

- (a) use reasonable endeavours to provide the assistance required to be provided by it as set forth in the RA-Contract or otherwise as agreed in writing by a Unilever Authorised Signatory. Institute shall not be liable hereunder for any delay in the expected dates for delivery of any Milestone or other deliverable as set forth in an RA-Contract to the extent such delays arise directly from delay by Unilever in the provision of such agreed assistance. All such assistance is provided on an 'as is', 'with all faults' basis save that such shall have been prepared with reasonable skill and care.
- (b) where any Unilever employees are visiting any Institute premises, procure that said employees shall comply with all Institute's rules and regulations for visitors on display or as notified and/or all instructions given by Institute Staff and, at all times, shall act in a responsible manner and display respectful and acceptable behaviour. Unilever acknowledges and agrees that, at its sole discretion, Institute may deny entry or remove any Unilever employees from such premises.

C4.11 Institute shall comply with the Unilever Requirements as if set forth in this Schedule C and in the RA-Contract unless expressly agreed otherwise agreed in such RA-Contract or agreed in writing by a Unilever Authorised Signatory.

C5 Confidentiality

C5.1 During and as a result of the performance of the RA-Project, each Party shall acquire or receive Confidential Information relating to or for the RA-Project or to the affairs of the other Party or its Affiliates. Each Party shall preserve and procure the confidentiality of all Confidential Information received thereunder and take all reasonable steps needed to ensure that its Staff and any persons who become involved on its behalf do likewise, and in particular that:

- (a) it shall not disclose such Confidential Information or any part thereof to any third party without the disclosing Party's prior written consent and, in such case, the recipient Party shall impose on any such third parties the same obligations of confidence and non-use as it undertakes under the RA-Contract.
- (b) it shall not use, or suffer or cause any use to be made, of such Confidential Information or any part thereof without the other Party's prior written consent except solely for the purposes of RA-Project.

C5.2 The obligations set forth in clause C5.1 shall not apply to Confidential Information which the recipient Party can establish by competent proof was:

- (a) already available to the public before its disclosure to the recipient Party or generation by the recipient Party or its Staff pursuant to the RA-Contract,
- (b) was subsequently available to the public through no fault or default of the recipient Party or its Staff or any party that may have received such by or through the recipient Party or its Staff under the RA-Contract,
- (c) was already known to the recipient Party without restriction prior to its receipt under the RA-Contract, or anything received without restriction from a *bona fide* third party whose disclosure is not in breach of any obligation of confidentiality owed to the disclosing Party or any of its Affiliates, or
- (d) was developed wholly independently by the recipient Party without any reference or access to, or knowledge of, the RA-Project and/or Confidential Information received therefor.

Should any information or thing be subject to one or more of the above exceptions, any Party shall not disclose that such excepted information or thing was received from the other Party or its Affiliates. It is further agreed that, when any item becomes publicly available and non-confidential, such fact alone does not in itself remove the confidentiality relating to a further combination of which that item forms part, or to a modified or improved form of such an item or combination, or the commercial confidentiality of the plans of any Party or its Affiliates for research, improvement or applications concerning such item or combination.

C5.3 The Parties agree that:

- (a) Notwithstanding clause C5.1(a), any Party as recipient may comply with an order of a court of law to disclose information otherwise subject to non-disclosure obligations provided, if lawful, prompt written notice of such requirement is given to the disclosing party so that it may endeavour to obtain

appropriate relief to prevent or limit such disclosure and that the recipient Party shall proffer reasonable assistance with such endeavours. In any disclosure under this clause, any Party shall disclose information only as and to the extent so required by said court order and such disclosure shall not of itself be prejudicial to any of the other confidentiality obligations hereunder.

- (b) Notwithstanding clause C5.1, Unilever may disclose Confidential Information received under the RA-Contract to its employees, in-house researchers/contractors, contract service providers, and consultants who have a need to know it in order to facilitate the RA-Project or its objectives therewith provided such parties are subject to the obligations of confidence no less onerous than set out in this clause C5.
- (c) Each Party shall return to the disclosing Party all Confidential Information, in tangible or intangible form, received under the RA Contract and copies thereof and/or to procure the certified destruction of the same within sixty (60) days of a written request to do so (insofar as not consumed as part of the RA-Project) save that each Party shall have the right to retain one (1) copy of the Confidential Information received thereunder as part of its confidential legal records for the strict purpose of determining legal obligations only. The foregoing return or destruction requirement shall not apply to backups of computer records maintained as part of the recipient Party's reasonable IT policy, always provided such records shall not be accessible or usable by any party unless as necessary when computer records of the recipient Party are otherwise lost and then provided all obligations hereunder shall apply to any access and/or use thereof (including this clause C5.3(c)).

C5.4 Each Party shall ensure that all Results, including in any Materials, arising during the course of the RA-Project shall be treated and held as Confidential Information of the Party owning such under the RAP-Applicable Terms.

C5.5 Institute shall:

- (a) ensure that all Confidential Information disclosed under the RA-Contract shall, if disclosed in written form or tangible form, be prominently marked with the legend 'CONFIDENTIAL' or, if disclosed orally or visually, be confirmed in writing to Unilever within thirty (30) days of such initial disclosure and similarly marked.
- (b) not, and shall procure that Institute Staff shall not, disclose the fact or terms of the RA-Contract to any third party without Unilever's prior written consent. Further, Institute shall not, and shall procure that Institute Staff shall not, use Unilever's name or that it is collaborating with Unilever in any promotional literature or otherwise without Unilever's prior written approval.
- (c) not to make any disclosures of information intended to prejudice Unilever's ability to protect its Results by intellectual property rights.
- (d) not file or amend any of its Background IP as a result of any Confidential Information or other information received under the RA-Contract.

C5.6 The Parties agree that, under the RTI Act, Unilever Confidential Information and/or Results, and not within an exception set forth in clause C5.2, are exempt information under section 8 thereof and shall not be disclosed to any third party making a request under the Act save only insofar as expressly required under an applicable public interest test under the Act.

C5.7 Without prejudice to clause C5.6, the Parties acknowledge that Institute may receive an RTI Request and that Unilever or its Affiliates may be adversely affected by complying with the request set forth therein. Pursuant thereto, the Parties agree as follows:

- (a) When an RTI Request is received, Institute shall:
 - (i) give prompt written notice to Unilever, said notice shall give a copy of said RTI Request and details of the relevant Unilever Confidential Information and/or Results and other information relating to Unilever and its Affiliates that may be disclosed. Unilever shall endeavour to respond with comments within ten (10) working days of receiving such notice and shall proffer assistance in determining whether or not an exemption under said Act applies to the RTI Request.

- (ii) give to Unilever a copy of said response where such contains any Unilever Confidential Information and/or Results or other information relating to Unilever and its Affiliates.
- (iii) Subject to clause C5.7(b), the disclosure of Unilever Confidential Information and/or Results by Institute shall not be a breach of the non-disclosure and confidentiality obligations of the RA-Contract always provided that such disclosure is only to the extent necessary to comply with the requirements of the Act and that this clause C5.7(a) and the other RAP-Applicable Terms are satisfied.

- (b) Any disclosure of Unilever Confidential Information and/or Results pursuant to an FOIA Request that is not required to be disclosed under the Act shall be the sole liability of Institute as the party making such disclosure (which may include, but is not limited to, not taking all advantage of any applicable exceptions as may be available under the Act) and may constitute a breach of the RAP-Applicable Terms.

C5.8 The obligations of non-use and confidentiality as set forth in this clause C5 shall continue for the RA-Contract Term and for a period of five (5) years thereafter.

C6 Intellectual Property For SR

C6.1 This clause C6 shall apply to SR only.

C6.2 Subject to clause C2.3, Background IP shall remain the property of the Party owning or introducing the same.

C6.3 Save only to the extent provided in clause C6.4, all right, title, and interest in and to all Results shall, regardless of inventorship, vest in and be the sole property of Unilever.

C6.4 Subject to clause C8.2 and insofar as it is not part of a report to Unilever, copyright shall remain with the author for each of the following:

- (a) any thesis of Scientist(s) submitted for a higher degree at Institute.
- (b) any academic publication by Institute or Institute Staff for which consent is granted in accordance with clause C9 where ownership of copyright is required to be assigned to the relevant publisher under their applicable published terms therefor.

C6.5 Unilever shall be solely responsible for the filing and prosecution of any applications for intellectual property rights (including patents) which it deems necessary with respect to any such Results. Institute shall not file or amend, or cause to be filed or amended, any applications for intellectual property rights in respect of any Results without Unilever's prior written consent.

C6.6 At Unilever's request, Institute shall promptly sign (or procure from any inventor involved) any appropriate documents and provide any other reasonable assistance at Unilever's request and administrative expense, whether during the RA-Contract Term or afterwards, so that Unilever or its nominees may apply for, obtain and enforce in their own name patents and/or other intellectual property rights throughout the world in respect of any Results. Institute shall further make available to Unilever, at Unilever's administrative expense, all relevant information and materials arising out of the Project to enable Unilever to enforce such intellectual property rights.

C6.7 In the event of exploitation of Results by or on behalf of Unilever or its Affiliates and to the extent possible, Institute shall grant to Unilever a non-exclusive licence to such of Institute's Background IP as Unilever may require for such exploitation, said licence shall be on fair and reasonable terms to be agreed by the Parties.

C6.8 Where Unilever or its nominee files a patent application in respect of Results made solely by Institute, and Unilever or any of its Affiliates makes profits that are outstanding for the Unilever group of companies and that are directly attributable to any patent rights arising out of such application, Unilever shall upon the request of Institute give sympathetic consideration to making an additional *ex gratia* payment to Institute appropriate to the contribution of Institute or Institute Staff to that benefit.

C6.9 The amount of any payment pursuant to clause C6.8 herein shall be at Unilever sole discretion, but may take into due consideration the value of the invention, the technical contributions of the Parties, the circumstances in which it was made, the apportioning of costs pursuant to clause C3 herein, the costs associated with obtaining the relevant patent rights and the costs involved in the commercial exploitation, including but not limited to further research and development costs and marketing costs. In no event shall such additional payment be payable by Unilever for the sole reason that said Results are included in or used to support any patent application filed by Unilever or any company in the Unilever group of companies in respect of any invention other than made by Institute Staff or employees.

C7 Intellectual Property For GFR

C7.1 This clause C7 shall apply to GFR only.

C7.2 Subject to clause C2.3, Background IP shall remain the property of the Party owning or introducing the same.

C7.3 Subject to C7.4, all right, title, and interest in and to all Results shall vest in and be the sole property of the respective Party or Parties who created or devised such Results.

C7.4 Each of the Parties agrees that:

- (a) All right, title, and interest in and to all Results, regardless of inventorship, which relate to or have any use or application in and for Unilever Fields shall vest with and shall be the exclusive property of Unilever.
- (b) Subject to clause C7.4(a), all right, title, and interest in and to all Results created or devised by the Scientist shall:
 - (i) be the exclusive property of Unilever where created or devised by the Scientist when conducting the Project at, or visiting, any premises of Unilever or its Affiliates, and
 - (ii) be the exclusive property of Institute where created or devised at other places.
- (c) Subject to clause C8.2, clause C7.4(a) and (b) and insofar as it is not part of a report to Unilever, copyright shall remain with the author for each of the following:
 - (i) any thesis of Scientist(s) submitted for a higher degree at Institute.
 - (ii) any academic publication by Institute or its Staff for which consent is granted in accordance with clause C9 where ownership of copyright is required to be assigned to the relevant publisher under their applicable published terms therefor.

C7.5 Subject to the terms hereof, the Parties owning Results pursuant to clause C7.3 and clause C7.4 shall be solely responsible for the filing and prosecution of any applications for intellectual property rights (including patents) which it deems necessary with respect to any such Results. Institute shall not file or cause to be filed any applications for intellectual property rights in respect of any Results which are Unilever property hereunder without Unilever's prior written consent.

C7.6 At Unilever's request, Institute shall promptly sign (or procure from any inventor involved) any appropriate documents and provide any other reasonable assistance at Unilever's request and administrative expense, whether during the RA-Contract Term or afterwards, so that Unilever or its nominees may apply for, obtain and enforce in their own name patents and/or other intellectual property rights throughout the world in respect of any Results that are the property of Unilever hereunder. Institute shall further make available to Unilever, at Unilever's administrative expense, all relevant information and materials arising out of the Project to enable Unilever to enforce such intellectual property rights.

C7.7 Where such Results are jointly owned under clause C7.2, Unilever shall have the right to draft and prosecute solely any applications for intellectual property rights therefor. Institute shall co-operate with such endeavours as provided in clause C7.8 *mutatis mutandis*.

C7.8 Institute shall co-ordinate with Unilever any filing of applications for intellectual property rights to protect Results which are its property pursuant to clause C7.3 where such may otherwise adversely affect Unilever's applications therefor to protect its Results. Pursuant thereto, Institute shall give to Unilever prior written notice of any proposed filing therefor and shall provide a copy of the proposed application in a timely manner being not later than thirty (30) days before its proposed filing date.

- C7.9 In the event of exploitation of Results by or on behalf of Unilever or its Affiliates and to the extent possible, Institute shall grant to Unilever a non-exclusive licence to such of Institute's Background IP as Unilever may require for such exploitation, said licence shall be on fair and reasonable terms to be agreed by the Parties.
- C7.10 Where Unilever or its nominee files a patent application according to this clause C7 in respect of Results made solely by Institute or Scientist that are owned by Unilever pursuant to clause C7.4(a) or (b) ("Unilever Results"), and Unilever or any of its Affiliates makes profits that are substantial for the Unilever group of companies and that are directly attributable to any patent rights arising out of such application, Unilever shall upon the request of Institute provide or procure an additional payment to Institute calculated on a royalty or lump sum basis appropriate to the contribution of Institute or the Staff to that benefit.
- C7.11 The amount of any payment pursuant to clause C7.10 shall be: (a) agreed with Institute in accordance with any relevant Funding Body conditions applicable to the provision of its financial support for the Project and shall also take into due consideration the value of the invention, the technical contributions of the Parties, the circumstances in which it was made, the apportioning of costs pursuant to clause C3 herein, the costs associated with obtaining the relevant patent rights and the costs involved in the commercial exploitation, including but not limited to further research and development costs and marketing costs, and (b) capped at the amount payable by Unilever under clause C3.1(a). In no event shall such additional payment be payable by Unilever for the sole reason that said Unilever Results are included in or used to support any patent application filed by Unilever or any company in the Unilever group of companies in respect of any invention other than made by Institute's Staff or employees.

C8 Use of Results

- C8.1 Subject to clauses C5 and C9 and provided the rights of Unilever under the IP Terms shall not be prejudiced in any way, Unilever shall grant to Institute a royalty free, non-exclusive, fully paid, indefinite, worldwide, irrevocable, sub-licensable licence to use Results which were developed in any Institute premises after the expiry of the RA-Project for academic teaching and for further research purposes in the context of an educational role only. In no event shall Institute and/or its scientists be permitted to use any Results or corresponding intellectual property rights for any commercial purpose for its own benefit or that of any third party and, further, any use of Results before the expiry of the RA-Project for purposes other than such RA-Project shall require the prior written consent of Unilever, such consent not to be unreasonably withheld or delayed, except in relation to the preparation and submission of a thesis for an examination or award of the higher degree by Institute in accordance with clauses C9.2 and C9.3. For clarity, this clause shall not to prevent Institute from using Results and other information from the public domain.
- C8.2 Institute shall:
- (a) grant, and does grant, to Unilever and its Affiliates of a non-exclusive Licence under any Results (including copyright in any theses) being its property under the RAP-Applicable Terms for all research, development and commercial purposes.
 - (b) use reasonable endeavours to procure the grant to Unilever of a non-exclusive Licence under any copyright in publications assigned to the relevant publisher as envisaged by clause C9.2 for all research, development and commercial purposes.
- C8.3 Except as expressly provided for in the further provisions of the RA-Contract, no licence or other rights are hereby granted or implied to Institute or to any third party in respect of any Unilever Background IP or intellectual property rights.

C9 Publication

- C9.1 Unilever acknowledges that, under Institute's policy, Institute may be required to Publish its results of the RA-Project and agrees that Institute shall be permitted to present at symposia, national or regional professional meetings and to publish in reputable scientific journals, theses, examinations, dissertations, or otherwise of their own choosing the Results generated by Institute Staff in the conduct of the RA-Project provided that all of the foregoing shall comply with the terms of this clause C9.
- C9.2 Institute shall ensure that Unilever shall have been furnished with copies of any such proposed publication or presentation of Results from the RA-Project in a timely manner, being at least thirty (30) days, in advance of their submission to any third party. Unilever shall have the power to delay such proposed publication or

presentation if in its reasonable opinion such delay is necessary to protect its business interests or its commercial use to Unilever (especially where possible intellectual property rights may otherwise be lost) whether actual or potential for not more than six (6) months from the later of:

- (a) notification of a request to publish, or
- (b) expiry or earlier termination of the RA-Project.

For clarity, the Parties may agree earlier publication provided such shall have received Unilever's written consent, such consent not to be unreasonably withheld or delayed. Whilst Unilever shall endeavour to keep any delay to a minimum, before consent is obtained from Unilever or such time period for delay shall have elapsed, Institute shall ensure that Results arising from the RA-Project shall be maintained in confidence.

C9.3 Notwithstanding clause C9.2, Scientist(s) registered as a student of Institute may submit for a higher degree of Institute a thesis based on their Results obtained during the RA-Project without the foregoing prior consent from Unilever provided Institute procures that:

- (a) the submission and examination of such thesis is carried out under conditions of confidence, unless Unilever consents otherwise in writing; and
- (b) such thesis is placed on confidential restricted access within the library of Institute in accordance with its relevant procedures, unless Unilever consents otherwise in writing.

In all events:

- (i) Institute shall send to Unilever the substantially final draft of the thesis for its review not less than forty five (45) days before the submission for the examination of such thesis. Where material changes are made to said draft after being submitted for review or further results added, such amendments or additions shall be sent to Unilever in a timely fashion (in all events not later than ten (10) days before disclosure to any external examiner).
- (ii) any Scientist may include in a thesis submitted for a higher degree of Institute all or part of any report previously submitted to Unilever as part of a report of the RA-Project provided the terms of this clause C9 shall have been fully satisfied.

C9.4 Each of the Parties acknowledges and agrees that:

- (a) Institute shall procure that any publication of Results by it and/or Institute Staff shall be carried strictly in accordance with the provisions of this clause C9.
- (b) This clause C9 shall be without prejudice to the confidentiality obligations hereunder to Unilever in respect of any Unilever Confidential Information or any Results generated by Unilever.

C10 Term and Termination of RA-Contract

C10.1 The RA-Contract shall come into effect on RA-Contract Effective Date and shall remain in force for the RA-Contract Term unless earlier terminated pursuant to this clause C10 or extended in writing signed by the Parties.

C10.2 The RA-Contract may be terminated upon written notice at any time:

- (a) by Unilever upon ninety (90) days written notice to Institute where either:
 - (i) the RA-Project is not commenced within the period for commencement thereof as set forth in clause C4.4(a) or, as applicable, by any Delayed RA-Project Start Date; or
 - (ii) the Scientist(s) is not appointed within the period for appointment thereof as set forth in clause C4.4(b) or, as applicable, by any Delayed Scientist Start Date.
- (b) by Unilever upon thirty (30) days written notice to Institute where either:
 - (i) the Scientist(s) ceases to work on the RA-Project (including but not limited to where such Scientist(s) ceases or terminates their participation in the RA-Project for any reason as envisaged by clause C4.4(d)) and a replacement Scientist has not been appointed within a period of two (2) months therefrom or, provided such shall have agreed in writing by Unilever, within such prescribed extension period thereto; or

- (ii) the Institute Supervisor ceases to supervise the RA-Project and a mutually acceptable substitute for the foregoing cannot be found within a period of two (2) months therefrom or, provided such shall have agreed in writing by Unilever, within such prescribed extension period thereto.
- (c) by Unilever upon ninety (90) days written notice to Institute that the RA-Contract is to terminate pursuant to this clause C10.2(c).
- (d) by Unilever immediately where the Parties agree in writing that it is not reasonably possible to attain the next Milestone using the reasonable endeavours of the Parties and/or resources devoted thereto as anticipated under the RA-Contract.
- (e) by the Parties agreeing in writing that the RA-Contract is to terminate pursuant to this clause C10.2(e).

C10.3 The RA-Contract may be terminated immediately upon written notice by either Party upon either of the following:

- (a) the other Party is in breach of any material obligation or undertaking thereof and if such breach has not been remedied within thirty (30) days of a notice given in writing by the aggrieved Party. For clarity, material breaches of Institute shall include breach of any of its obligations under or compliance with the Unilever Requirements.
- (b) the other Party ceases or threatens to cease to carry on its business, be unable to pay its debts within the meaning of any relevant Insolvency Act, convenes a meeting of its creditors or if a proposal shall be made for any composition, compromise, scheme or arrangement with (or assignment for the benefit of) its creditors or a receiver, or has a receiver appointed or the whole or any material part of its undertaking or assets, or has any order made, petition presented or resolution passed for it to be wound up (otherwise than in furtherance of a scheme for amalgamation or reconstruction details of which shall have been notified to the other Party).

C10.4 Where the RA-Contract is terminated by Unilever pursuant to clause C10.2(b) or (c) or by Institute pursuant to clause C10.3, each of the Parties agrees that:

- (a) Unilever shall be liable only for amounts payable hereunder which have been properly incurred or committed by Institute (that may include but are not limited to non-cancellable costs) in the course of the RA-Project prior to termination.
- (b) Institute shall not incur after notice has been given any further costs save those which are unavoidable or necessary for the conduct of work to be carried out during said notice period.

C10.6 If the RA-Contract is terminated pursuant to clause C10.2(d) only and the Parties have not agreed in writing a mutually acceptable alternative programme of work for such RA-Contract, Unilever shall make a payment of an amount commensurate with Institute's efforts being not more than the amount payable for said next Milestone. Any further payments shall be at Unilever's sole discretion.

C10.7 Notwithstanding any other term hereof, the Parties agree that in no event shall Unilever's payment obligations hereunder exceed the amount stated as in the RA-Contract and that Unilever shall have no liability whatsoever relating to any termination, cancellation and/or suspension of the RA-Project or the RA-Contract save as provided in clauses C10.4 to C10.6 inclusive. Any payments beyond that required by clauses C10.4 to C10.6 inclusive shall be at Unilever's sole discretion. Nothing in this RA or the RA-Contract shall cause Unilever or any Unilever Affiliate to be liable for redundancy or like payments to any Institute Staff.

C10.8 If the RA-Contract is terminated as provided herein, Institute shall promptly refund to Unilever all payments received hereunder which have not been properly and irreversibly committed by Institute at the date of termination. In determining repayments, regard shall be paid to the allocation of payments to the cost headings set forth in the RA-Contract. For any money paid but non-refundable hereunder, the Parties shall in good faith agree on an alternative programme of work appropriate to the size of the non-refundable sum.

C10.9 Expiry or termination of the RA-Contract shall not terminate this RA or any other RA-Contracts and *vice versa*. In the event that the RA-Contract expires or terminates, this RA and other RA-Contracts shall be terminated only if individually terminated in accordance with the applicable terms thereof.

C10.10 Expiry or termination of the RA-Contract for any reason shall not release any Party from any liability or obligation which, at the time of such termination, has already accrued to that Party or which is attributable to a period prior to such termination nor preclude any Party from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of the RAP-Applicable Terms.

C11 Liabilities, Representations and Warranties

C11.1 Subject to the RA-Project being carried out to the standard expected of a leading academic institution, the Parties acknowledge that:

- (a) Institute does not warrant that the RA-Project will lead to any particular result, nor is the success of the RA-Project guaranteed or use of any materials, works or information provided in connection with the RA-Project, shall not constitute or result in infringement of third-party rights;
- (b) Institute accepts no responsibility for any use which may be made of any work carried out under the RA-Project, or for the results thereof, nor for any reliance which may be placed on such work or results, nor for the advice or information given in connection with them.

C11.2 Institute represents and warrants that all Staff have or will obtain all necessary rights and permits (including but not limited to obtaining and satisfying visa requirements) of all countries relevant to their participation in, or conduct of, the RA-Project as envisaged by the RA-Contract.

C11.3 Subject to clause C11.5, the liability of either Party to the other for any breach of the RAP-Applicable Terms, any negligence or arising in any other way out of the subject matter of the RA-Contract, the RA-Project, and the Results, will not extend to pure economic loss, special, exemplary, incidental or consequential damages arising under or pursuant to the RA-Contract; even if the Party bringing the claim has advised the other of the possibility of those losses, or if they were within the other Party's contemplation.

C11.4 EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE RA-CONTRACT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CAPPED AND SHALL NOT EXCEED THE GREATER OF:

- (a) FIVE TIMES (5X) THE AMOUNT PAYABLE BY UNILEVER UNDER CLAUSE C3.1; OR
- (b) TEN MILLION INDIAN RUPEES (₹ 10,000,000.00),

AND ANY ONE OR MORE CLAIMS SHALL NOT EXPAND THE PRECEDING LIMITATION. THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS CLAUSE REFLECT THE ALLOCATION OF RISK SET FORTH AND THAT THE PARTIES WOULD NOT ENTER INTO THE RA-CONTRACT WITHOUT THIS LIMITATION OF LIABILITY.

C11.5 Nothing in the RA-Contract limits or excludes any Party's liability with respect to any of the following: (a) death or personal injury resulting from negligence; (b) any fraud or for any sort of other liability which, by law, cannot be limited or excluded; (c) breach of the RA-Contract's confidentiality obligations; (d) liability under any indemnity in the RA-Contract; (e) infringement of third party intellectual property rights; (f) breach of data protection terms applicable to the RA-Contract or data protection legislation; or (g) wilful or intentional breach.

C12 Scientist, Supervisor and Institute Staff

C12.1 Institute shall procure each of the following:

- (a) the written agreement of the Scientist(s) for the benefit of Unilever to the terms as set forth in the RA-Contract, the RAP-Applicable Terms (in particular, clauses C3 to C13 inclusive) and this RA. Institute shall ensure the agreement of all Scientist(s) to the foregoing shall be on an informed basis and, as appropriate, shall advise such Scientist(s) to seek independent legal advice as prudent or appropriate.
- (b) informed written agreement of all Institute Staff participating on the RA-Project for the benefit of Unilever to RA-Contract, the RAP-Applicable Terms (in particular, clauses C3 to C12 inclusive) and this RA.

C12.2 All work to be carried out by Institute, its Supervisor and/or Scientist(s) pursuant to the RA-Contract shall be as independent contractors, and nothing in RA-Contract, the RAP-Applicable Terms and this RA shall render Institute, its Supervisor and/or the Scientist to be partners, employees or agents of Unilever.

- C12.3 If stated in the RA-Contract, during the RA-Project Term and three (3) months thereafter, Institute shall use all reasonable endeavours to procure that Institute Staff are not involved in any contracts or activities alone or with any third parties that are either: (a) in the area of the RA-Project, or (b) outside of the area of the RA-Project but where it may be difficult to properly maintain the confidentiality obligations hereunder or to identify ownership of arising intellectual property, without the prior written consent of Unilever, not to be unreasonably refused. Without breaching confidence, Institute agrees to inform Unilever promptly if any Institute Staff enters any such a contract or activities.
- C12.4 Without prejudice to any right which Unilever may have to claim against Institute and on the condition that subject to clause C12.4, Unilever undertakes to make no claim against Institute Staff, being a claim which seeks to enforce against any of them any liability whatsoever in connection with the RA-Contract or its subject-matter.
- C12.5 Institute shall be fully liable for any acts and defaults of Institute Staff in their conduct and/or participation in the RA-Project. Institute shall be solely responsible for any payments (in whatever circumstances) to be made to the Scientist(s) or other Institute Staff pursuant to the RA-Contract or this RA. Unilever shall have no responsibility to the Institute Supervisor, the Scientist(s) or other Institute Staff in respect of any compensation under the relevant Patent Act or otherwise or any payment obligations pursuant to the RA-Contract or this RA which shall be entirely the responsibility of Institute.
- C12.6 Institute shall indemnify fully and hold harmless Unilever, its Affiliates or their employees against any penalties, losses, damages, costs, expenses or liabilities (including reasonable legal costs) suffered or incurred directly or indirectly from:
- (a) any claims made by or on behalf of Institute Staff as a result of the RA-Contract or this RA or the conduct of the RA-Project or their participation therein save insofar as any such claims arise from the negligence or malice of Unilever.
 - (b) any claims, demands or assessments by the relevant authorities for income tax, National Insurance, GST or similar contributions and penalties arising out of or relating to the RA-Contract or this RA.

C13 Scientist Terms

- C13.1 Institute shall procure the Scientist(s) agrees to each of the following:
- (a) as applicable, any Scientist(s)' participation in the RA-Project shall be as student(s) or employee(s), as the case may be, of Institute and subject to the terms and conditions as set forth in this Schedule C and elsewhere in this RA or the RA-Contract.
 - (b) notwithstanding the duration of any period spent at any facility of Unilever or of Unilever's Affiliates, all work to be carried out by Scientist(s) pursuant to the RA-Contract shall be as an independent contractors, and nothing in this RA or the RA-Contract shall cause, or be construed so as to cause, any Scientist(s) to be an employee or agent of Unilever or any of its Affiliates. Any alteration of any Scientist(s)' status to an employee of Unilever or one of its Affiliates shall not be valid unless expressly agreed by Unilever in writing and signed by a Unilever Authorised Signatory.
 - (c) Unilever shall have no liability:
 - (i) to Scientist(s) in respect of any compensation under applicable Patents Act or employment regulations and laws.
 - (ii) for paying any stipend, salary and other benefits to Scientist(s) otherwise to the extent set forth in the RA-Contract.
 - (iii) for paying any PAYE deductions, income tax liabilities, National Insurance, GST, other statutory charges or similar contributions arising out of or relating to this RA or the RA-Contract or any Scientist(s)' participation in the RA-Project.
 - (iv) for annual leave, redundancy, maternity or paternity leave, holiday pay, sick pay, pension or any other similar entitlement of any Scientist and such Scientist(s) shall not be entitled to any pension, bonus or other fringe benefits from Unilever.
 - (d) When conducting the RA-Project, all Scientist(s) shall comply with all Unilever Requirements and shall use all reasonable endeavours to not infringe third party intellectual property rights. Where

compliance with any of the foregoing is not possible, such Scientist(s) shall promptly notify Unilever thereof and give full details as to why such compliance is not possible. On written request, Scientist(s) shall provide to Unilever written evidence of its compliance with the foregoing (including producing any required licences or other permits).

- (e) When conducting the RA-Project, or visiting, at any premises of Unilever or its Affiliates, all Scientist(s) shall comply with all Unilever's rules and regulations on display or as notified and/or all instructions given by Unilever employees and, at all times, shall act in a responsible manner and display respectful and acceptable behaviour. All Scientist(s)' shall acknowledge and agree that, at its reasonable sole discretion, Unilever may deny entry or remove any Scientist(s) from such premises for breach of such rules, etc.
- (f) Unilever shall have no liability whatsoever relating to any termination, cancellation and/or suspension of the RA-Project or the RA-Contract save as provided in clauses C10.4 to C10.6 inclusive. Any payments beyond that required by said clauses C9.4 to C9.6 inclusive shall be at Unilever's sole discretion.

C14 Miscellaneous

- C14.1 Each Party shall be solely responsible for determining the location and hours of all work undertaken by their respective Staff involved in the RA-Project (except when attending the premises of another Party) and shall not be accountable to the other for such matters except as set out in the RA-Contract.
- C14.2 Clause 2.2 of this RA shall apply to the RA-Contract *mutatis mutandis*.
- C14.3 Clause 8 of this RA shall apply to the RA-Contract *mutatis mutandis*.
- C14.4 Clause 9 of this RA shall apply to the RA-Contract *mutatis mutandis* unless agreed otherwise in the RA-Contract.

Part 2 – Template RA-Contract

THIS AGREEMENT (hereafter “RA-Contract”) is made on the RA-Contract Effective Date set forth below BETWEEN the following parties:

- (1) [] a company incorporated in [] (registered under number []) and whose registered office is at [] (hereafter “Unilever”), and
- (3) **INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH-KOLKATA**, an Institute established by [] with its primary business address at [insert], (hereafter “Institute”).

The Parties shall conduct the RA-Project as described in the RAP-Work Plan (including provide all agreed Deliverables) as set forth in Annex 1 hereto subject to and upon the RAP-Applicable Terms of the Relationship Agreement between Unilever Global IP Limited and [] dated [] (Unilever reference number: MA-[]; Institute reference number:) and that are incorporated into this RA-Contract as if set forth below save insofar as amended hereafter.

DETAILS OF THIS RA-Contract:

RA-Contract Type	SR or GFR [As appropriate, please delete one of the above]
RA-Project	means the project is set forth in Annex 1 hereto. The RAP-Work Plan of the RA-Project is set forth in Annex 1 hereto.
RA-Contract Effective Date	means
RA-Contract Term	means the RA-Contract Effective Date until
Data Protection and Cyber Security Provisions	As in Schedule F of the RA [unless required otherwise for individual RA-Project encompasses collection of personal data by Institute or its Affiliates, beyond the required Unilever’s employees’/representatives business contact details, then the foregoing is not sufficient and Unilever will notify alternative wording for this Expression]
Information Security	As in Schedule F of the RA [unless the outcome of an assessment as to whether that additional information security provisions is required and, the foregoing is not sufficient, Unilever will notify alternative wording for this Expression].
Additional Clauses	N/a

IN WITNESS WHERE, the Parties have caused this RA-Contract to be executed by their duly authorised signatories as of the dates shown below:

	Unilever	Institute
Signature		
Name		
Title		
Date		

Annex 1

Unilever reference numbers	PRN	MA-2025-01333N
	PON	Will be generated post signature
Unilever RA-Project Contact		Name: Address: Email: Tele.: Mob.:
Institute Supervisor		Name: Address: Email: Tele.:
Scientist		
Department		
Commencement Date		means the RA-Contract Effective Date.

RA-Project Title			
RAP-Work Plan	Stage	Work plan details	Timetable
	1		
	2		
Conduct of RA-Project by Scientist at Unilever Premises		Location: Start date at Location: End date at Location: Total duration at Location not to exceed:	
Deliverables to Unilever	No.	Deliverable details	Delivery date
	1		
	2		
Frequency of Progress Meetings			

Annex 2
Financial

Part 1: Total Unilever Payment:

Unilever's total payments under clause C3.1(a) of the RAP-Applicable Terms shall not exceed the following amount:

Unilever's total payment (excluding GST)	
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Part 2: Payment Details

Subject to the conditions set forth under the RAP-Applicable Terms, Unilever shall make payments pursuant to clause C3.1(a) as and to the extent set forth hereafter provided the relevant Milestones as set forth hereafter shall have been fully attained:

Milestone no.	Milestones	Expected date for delivery	Amount
	Attainment of all of the following by Institute: • Institute shall have conducted the RA-Project in a satisfactory manner and in accordance with the terms of the RAP-Applicable Terms up to the expected date of this Milestone, AND • Institute shall have delivered to Unilever all deliverables agreed to be provided up to the expected date of this Milestone, AND • Institute shall have delivered to Unilever a written report detailing all methodology, results, supporting data, analysis and reasoned conclusions of the RA-Project conducted up to the expected date of this Milestone, AND • Unilever shall have received the relevant invoice as required by clause C3.2		
	Attainment of all of the following by Institute: • Institute shall have completed the RA-Project in a satisfactory manner and in accordance with the terms of the RAP-Applicable Terms, AND • Institute shall have delivered to Unilever all deliverables agreed to be provided from the RA-Project, AND • Institute shall have delivered to Unilever a written report detailing all methodology, results, supporting data, analysis and reasoned conclusions of the RA-Project, AND • Unilever shall have received the relevant invoice as required by clause C3.2		
Total			

Part 3: Invoicing Details

Payment pursuant to this RA-Contract shall be made in response to invoices sent by Institute to Unilever in accordance with the RAP-Applicable Terms.

All invoices shall **quote all relevant Unilever reference numbers** and sent to:

SCHEDULE D**Part 1 – Terms for the Conduct and Provision of RS-Services****D1 Definitions**

D1.1 For the purposes of Part 1 of this Schedule D and in the RS:

- (a) Words and expressions that have been defined in this RA shall have the same meanings in this Schedule D and in each RS unless amended in such RS or the context specifically provides otherwise save that “Unilever” that “Unilever” means Unilever and/or Unilever Affiliate(s) being party to such RS and “Party” and “Parties” shall be construed accordingly.
- (b) “Deliverable” means any goods, consumables, materials, products, samples, re-packaged products, ancillary services, software, hardware, data, databases, research, materials, specifications, designs, programs, reports, documentation, consumable or other work product provided to Unilever as part of the RS-Services.
- (c) “Previous Terms” means any terms as may have governed the disclosure of any confidential information and/or the conduct of any work towards the objectives of the RS-Services by or on behalf of each of the Parties before the RS-Effective Date, whether express and/or implied.
- (d) “RS-Applicable Terms” means, for each RS, the terms as set forth or referenced in Part 1 of this Schedule E save insofar as amended in such RS.
- (e) “RS-Contact” means the person from each Party to act as its principal technical contact for the purposes of each RS-Services. Each Party’s RS-Contact is as identified in the RS unless notified otherwise.
- (f) “RS-Services” means, for each RS, the services to be provided and conducted as described therein in accordance with the RS-Applicable Terms.
- (g) “RS-Work Plan” shall have the meaning as set forth therefor in clause D4.1.
- (h) Each of “RS-Effective Date”, “RS-Term”, “RS-Support”, “RS-Materials”, “RS-Service Levels”, and “Unilever RS-Support” shall have the meaning as set forth therefor respectively in the relevant RS.

D1.2 Expressions defined in clause D1 shall have the same meanings where used elsewhere in this RA unless the context demands otherwise.

D2 Scope of the RS

D2.1 The terms of the RS shall be the terms and conditions as set forth in Part 1 of this Schedule D save insofar as amended in such RS.

D2.2 Save insofar as such would hinder the conduct and provision of the RS-Services and the RS-Applicable Terms, nothing herein shall obligate Institute to conduct and provide services exclusively with Unilever and Institute shall be free to conduct and provide services to third parties of its choosing provided that Institute shall have in place robust and effective means of ensuring that the RS-Applicable Terms are adhered to.

D2.3 Where, before the RS-Effective Date, any confidential information may have been disclosed and/or certain work towards the objectives of the RS-Services to be conducted under the RS (“Pre-RS Work”), in partial consideration of entering the RA-Contract, the sufficiency of which is acknowledged, each of the Parties agrees that the Previous Terms, whether express and/or implied (including as applicable to any related Preliminary Discussions), as applied to such Pre-RS Work are superseded and replaced by the RS-Applicable Terms

D3 Payments

D3.1 Save as provided in clauses D3.2, each Party shall bear all its own costs and expenses of the work to be carried out by that Party with respect to the RS-Services, including, but not limited to, costs and expenses for meetings, manufacturing, trials for internal evaluations and external customer trials.

D3.2 Unilever shall:

- (a) pay Institute the sum as set forth in Part 1 of Annex 2 of the RS, exclusive of GST. The Parties acknowledge and agree that all payments to be made pursuant to this clause D3.2(a) shall, unless otherwise agreed in writing, be paid only as and to the extent as set out in Part 2 of Annex 2 thereof on the condition that the relevant Milestones shall have been fully attained.
- (b) reimburse Institute for all reasonable travelling and other expenses directly incurred by its Staff in connection with work performed under the relevant RS provided such are expressly agreed by Unilever in writing and signed by a Unilever Authorised Signatory before being incurred and that relevant invoices claiming such are supported by written GST receipts.
- (c) pay Institute the amount as envisaged by clause D4.2 provided that: (i) any such amount has expressly quoted for and agreed in writing by Unilever and signed by a Unilever Authorised Signatory, and (ii) as agreed, such payments may be subject to the attainment of mutually agreed criteria.

D3.3 The Parties agree that:

- (a) The total amount payable by Unilever under clause D3.2(a) for the RS shall not exceed that set forth in Part A of Annex 2 thereof.
- (b) All amounts to be paid by Unilever under the RS shall be payable within ninety (90) days of the receipt of the relevant invoice. All invoices must comply with the invoicing requirements set out at www.unileversuppliers.com. For clarity, the foregoing expressly includes any payments under clause D3.2(b) and clause D3.2(c). All invoices shall: (i) quote all Unilever reference numbers, and (ii) be directed to such persons and addresses within Unilever, in both instances as detailed in Part 3 of Annex 2 thereof. Institute acknowledges that Unilever operates a 'no PO number, no payment' policy and agrees that Unilever may delay payment of any invoice without breach of the RS-Applicable Terms or incurring any interest or penalty where such invoice does not quote all Unilever reference numbers.
- (c) Payments shall be made by or on behalf of Unilever to Institute account as shall have been notified to Unilever in writing.
- (d) In cases where the GST is payable, on Unilever's request, Institute shall provide evidence of the payment thereof to the proper authorities as soon as possible.

D3.4 Unilever shall have no obligation to make any payment hereunder, including upon any exploitation of the Results which is its property hereunder or other costs, save as expressly provided by the terms of the RS-Applicable Terms.

D4 Conduct of the RS-Services

D4.1 Institute shall conduct and provide the RS-Services under and according to the RS-Applicable Terms (including providing all deliverables to Unilever). The work plan of the RS-Services shall be set forth in more detail in the RS or, if not agreed herein, the Parties shall agree such in writing as soon as practicable after the RS-Effective Date thereof (the "RS-Work Plan"). The RS-Services shall terminate with the RS.

D4.2 Unilever shall control the RS-Services and, further, may request:

- (a) request changes to the RS-Services in accordance with this clause D4.2(a).
- (b) at its reasonable sole discretion, Institute to conduct additional work as part of the RS-Services or additional stages thereof beyond that agreed at the RS-Effective Date,

such request not to be unreasonably refused or delayed. Any such change or additional work shall be: (i) conducted upon the RS-Applicable Terms save that they may agree upon an appropriate payment therefor (if required), and (ii) agreed in writing that may be attached to the RS. Notwithstanding any such written agreement, Institute shall not commence any such change or additional work as may be agreed before first obtaining the prior written consent of Unilever according to clause D4.10. Institute shall not alter or amend any of the agreed RS-Services without Unilever's prior written agreement.

D4.3 Institute's conduct of the RS-Services shall be carried out by employees of Institute (unless conducted by a subcontractor permitted under clause D4.9) under the personal supervision or direction of its RS-Contact or such other persons as agreed between the Parties. Institute shall use all reasonable endeavours to ensure continuity of its Staff involved in the RS-Services.

D4.4 Institute shall ensure that it performs the RS-Services:

- (a) in compliance with the RS-Applicable Terms, as well as any representations or warranties by or on behalf of Institute
- (b) to meet any express requirements or lawful and/or reasonable directions of Unilever;
- (c) using all reasonable skill and care in the performance of the RS-Services that shall, in all events, satisfy each of the RS-Service Levels;
- (d) to deliver Deliverables to Unilever not later than agreed Milestones set out in or referred to in RS, and to not withhold Deliverables for any reason;
- (e) in such a way that no other party has a legal claim to Results which may prejudice the rights of Unilever under the RS-Applicable Terms.

Additionally, Institute shall ensure compliance with this clause D4.4 by its Staff, Affiliates and permitted subcontractors.

D4.5 Institute shall:

- (a) complete the RS-Services according to the agreed times. It is agreed that time for delivery of any Milestone or other deliverable shall not be of the essence save that, where delivery of any Milestone or other deliverable is or may be delayed and such delay adversely affects any of Unilever's activities relating to the RS-Services or its use of Results or other deliverable, Unilever may make time of the essence provided it gives Institute reasonable time, being not more than one (1) month, to overcome the causes of such delay and make the relevant delivery. In all events, Institute shall notify Unilever promptly if it is aware or has reason to believe that any of the expected dates for delivery of any Milestone or other deliverable as set forth in Schedules hereto shall or are likely to be missed.
- (b) keep good administration in the form of complete records of all work carried out as part of the RS-Services ("RS-Records"). Each Party shall ensure that its RS-Records are in accordance with best research procedures (including the making of full and contemporaneous records of all activities carried out and results therefrom in dated notebooks). For the RS-Term and five (5) years thereafter, all of said RS-Records shall be maintained at such Party's usual location for storing such confidential records.
- (c) take all reasonable endeavours to ensure that its activities under the RS-Services do not infringe any intellectual property rights of third parties. Notwithstanding the foregoing, the Parties acknowledge that the foregoing shall not require the conduct of any freedom to operate searches.
- (d) without limiting any other specific requirements under the RS-Applicable Terms, ensure that all Deliverables are reasonably fit and sufficient for the purpose for which they are ordinarily used and, also, for any purpose expressly agreed or made known to Institute by Unilever. Upon delivery, all Deliverables are Unilever property.
- (e) procure that all of its Staff shall have appropriate qualifications and competence and be reasonably acceptable to Unilever.

D4.6 Institute shall:

- (a) keep Unilever fully informed of all Results and other results arising from the RS-Services by means of:
 - (i) telecons or other oral reports, and
 - (ii) detailed written reports (that contain all experimental, supporting data and conclusions therefrom),in each case, at such times as set forth in the RS or otherwise as reasonably requested by the Unilever RS-Contact.
- (b) notify Unilever of the attainment of each Deliverable as agreed in the RS or otherwise as agreed by the Unilever RS-Contact, including giving all relevant details thereof.

- (c) provide: (i) reasonable support to Unilever in any efforts to better understand and apply the underlying technology and principles of operation of any Results or reports from the RS-Services and how such may be applied/commercialised, and (ii) at Unilever's request and reasonable cost, copies of its RS-Records to Unilever as soon as practicable.
- (d) use reasonable endeavours to keep Unilever informed of any intellectual property rights which may be relevant in the exploitation of Results and/or the overall objectives of the RS-Services. For clarity, the foregoing expressly includes any patented Background IP of Institute and its Affiliates.
- (e) ensure that there is no use in the RS-Services of any Animals and no use of Animals to provide tissues, cells or specific reagents. In this clause, "Animal" means any non-human vertebrate or cephalopod. The foregoing does not prohibit use of: (i) standard, immortalised animal-derived cell lines; (ii) off-the-shelf laboratory reagents that are generally available from commercial suppliers; and (iii) materials which are part of the normal food chain for humans and that are commercially available, for example meat, eggs, and dairy products, nevertheless such materials are only allowed to be used in case the RS-Services relate to food product.
- (f) ensure that there is no use in the RS-Services of human testing or use of any humans, or any human cells or tissues, except the Permitted Human Cells or Tissues, without prior written consent from the relevant Unilever R&D VP or EVP to ensure that it complies with Unilever policies and standards (e.g., Ethical Review of research on Human Subjects). On written request, Institute shall provide to Unilever written evidence of its compliance with the foregoing. In this clause, "Permitted Human Cells or Tissues" means any human cells or tissues which are purchased at arm's length on any regulated marketplace from a registered commercial entity, excluding use of embryonic stem cells.
- (g) ensure that all data provided, used or generated in connection with the RS-Services are reliably backed up, as applicable (with respect to electronic data, in encrypted form of no less than 256 bit key strength) and shall otherwise establish and maintain adequate organisational and technical safeguards against the unauthorised destruction, theft, use, disclosure or loss of such data in the possession or control of Institute.

D4.7 Unilever shall use reasonable endeavours to provide such Unilever RS-Support for the conduct of the RS-Services insofar as set forth in the RS or otherwise as agreed by Unilever signed by its signatory authorised therefor. Unilever RS-Support is provided on an 'as is', 'with all faults' basis save that such shall have been prepared with reasonable skill and care.

D4.8 Insofar as any RS-Materials or other materials are provided by Institute as part of the RS-Services:

- (a) the specification, quantities and times of delivery thereof shall be as agreed in the RS or as agreed otherwise in writing by the Parties.
- (a) Institute shall provide safety and regulatory information to the appropriate health and safety personnel as required by law and shall not unreasonably refuse or delay any request to provide further technical, physical, and chemical information as necessary or appropriate for the conduct of the RS-Services.
- (b) Unilever shall own such RS-Materials or other materials unless otherwise agreed in writing in the RS. Institute shall be responsible for any risk in, loss of or damage to all RS-Materials or other materials until and to the extent Unilever has taken possession thereof or has been taken into the possession of a transport agent organised by Unilever. For clarity, the foregoing shall not change the ownership of intellectual property and/or the confidentiality obligations as agreed in the RS-Applicable Terms

D4.9 Institute may subcontract some or all of their obligations to conduct and provide the RS-Services to an Affiliate or other third party (which shall include consulting in connection with the RS-Services) subject to the following conditions:

- (a) Institute shall obtain the prior written consent of Unilever before any approaches are made with the intention of subcontracting, such consent not to be unreasonably withheld. Such consent may be limited to an identified subcontractor and the scope of work to be undertaken by it or otherwise

may be in the form of a more general consent. For the purposes of this clause D4.9, consent is hereby granted for Institute Affiliates.

- (b) The agreement for said subcontracting shall contain terms corresponding to the RS-Applicable Terms. On request, Institute shall provide Unilever with satisfactory evidence of its compliance with the foregoing obligation (especially those governing records, confidentiality, non-use and intellectual property).
- (c) Institute shall be liable for all acts or defaults of any subcontractor or third party approached pursuant to this clause as if such had been committed by itself.

D4.10 Where the RS-Services is performed in stages, upon completion of each such stage, Institute shall not proceed upon any subsequent stage unless and until Unilever shall have so consented in writing.

D4.11 Institute shall comply with the Unilever Requirements as if set forth in this Schedule D and in the RS unless expressly agreed otherwise or amended in such RS.

D5 Confidentiality

D5.1 Clause C5 shall apply to the RS *mutatis mutandis*. For clarity, all Results owned by Unilever shall be expressly Unilever Confidential Information and held by Institute thereas.

D5.2 Institute may not: (a) publish or otherwise distribute any Results without prior written consent of Unilever, or (b) use Results other than for the RS-Services.

D5.3 The obligations of non-use and confidentiality as set forth in this clause D5 shall continue for the RS-Term and for a period of five (5) years thereafter.

D6 Intellectual Property

D6.1 Subject to clause D2.3, any Background IP of a Party remains the property of the Party introducing the same.

D6.2 All Results, regardless of inventorship, shall be owned as follows:

- (a) Save strictly to the extent provided in clause D6.2(b), Unilever shall own exclusively all Results.
- (b) Institute shall own exclusively Results insofar as satisfies both of the following: (i) is a non-severable and incremental development of Institute RS-Field, and (ii) has been generated solely by Institute Staff in the conduct of the RS-Services in accordance with the terms of the RS-Applicable Terms. For clarity, the foregoing shall not include any Results relating to or having any use or application in, for or with Unilever Fields, nutrition, home and personal care products and the manufacture thereof (including ingredients and packaging therefor), which shall be governed by D6.2(a).

D6.3 Without prejudice to the requirements under clause D2, Institute shall inform Unilever of Results which it has created and which is the property of Unilever pursuant to clause D6.2 as soon as reasonably practicable. Where Unilever has reasonable grounds to believe that it has not been properly informed of Results which it so owns, it may request copies of the RS-Records of Institute (to be disclosed as Institute's Confidential Information), not to be refused or delayed.

D6.4 Institute will promptly assign, and does hereby assign, to Unilever all Results generated by or on behalf of Institute being the property of Unilever pursuant to clause D6.2. Institute shall report promptly in writing to Unilever full details of all Results. At Unilever's request and administrative expense, whether during the RS-Term or afterwards, Institute shall sign (or use all reasonable endeavours to procure from any inventor involved) any appropriate documents and provide any other reasonable assistance so that Unilever or its nominees may apply for, obtain and enforce in their own name any patents and/or other intellectual property rights therefor throughout the world.

D6.5 In the event it decides to file a patent application covering Results it owns, Institute shall give Unilever one (1) month prior written notice of such intent and, at the same time, shall provide a copy of the specification to be filed (to be disclosed as Institute's Confidential Information) to Unilever for its review and comment. Where Unilever objects to the content of the proposed patent application, the objection will be communicated to Institute in writing and the Parties will meet within a one (1) month period from the date of notification of the objection, or within such other time as may be agreed between the Parties, in order to

resolve the issue. Where such patent applications relates to the same subject matter of an application to be filed by Unilever, all relevant applications which are to serve as priority applications shall be filed on the same day. Institute shall not file or cause to be filed any applications for intellectual property rights in respect of any Results which are Unilever property hereunder without Unilever's prior written consent.

D7 IP Licences

D7.1 Unilever shall grant to Institute a non-exclusive licence to such of its Background IP and Results for the sole purposes of carrying out the RS-Services in accordance with the RS-Applicable Terms. For clarity, said licence shall be fully paid up and shall co-terminate with the RS-Services or Institute's conduct thereof. The foregoing licence shall be sub licensable to sub-contractors permitted under clause D4.9.

D7.2 Institute shall grant, and hereby does grant, to Unilever and its Affiliates a non-exclusive, fully paid up, sub-licensable licence to any Results being its property and Background IP for:

- (a) the purposes of carrying out the RS-Services, and
- (b) use of any Deliverables.

Not later than the provision thereof, Institute shall notify Unilever in writing of any Background IP that is included in any Deliverable.

D8 Warranties, Representations and Liability

D8.1 Institute represents and warrants each of the following:

- (a) The RS is a legal and valid obligation binding upon Institute and enforceable in accordance with its terms.
- (b) The execution, delivery and performance of the RS and by Institute does not conflict with any agreement, instrument or understanding, oral or written, to which it is bound.
- (c) RS-Services shall be conducted and provided in accordance with the RS-Applicable Terms.

D8.2 Subject to clause D8.5, the liability of either Party to the other for any breach of RS-Applicable Terms, any negligence or arising in any other way out of the subject matter of the RS, the RS-Services, and the Results, will not extend to pure economic loss, special, exemplary, incidental or consequential damages arising under or pursuant to the RS; even if the Party bringing the claim has advised the other of the possibility of those losses, or if they were within the other Party's contemplation.

D8.3 Subject to clause D8.5, the liability of either Party to the other for any breach of RS-Applicable Terms, any negligence or arising in any other way out of the subject matter of the RS, the RS-Services, and the Results, will not extend to pure economic loss, special, exemplary, incidental or consequential damages arising under or pursuant to the RS; even if the Party bringing the claim has advised the other of the possibility of those losses, or if they were within the other Party's contemplation.

D8.4 EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE RS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CAPPED AND SHALL NOT EXCEED THE GREATER OF:

- (a) TEN TIMES (10 X) THE TOTAL PAYMENT UNDER CLAUSE D3.2; OR
- (b) TEN MILLION INDIAN RUPEES (₹ 10,000,000.00),

AND ANY ONE OR MORE CLAIMS SHALL NOT EXPAND THE PRECEDING LIMITATION. THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS CLAUSE REFLECT THE ALLOCATION OF RISK SET FORTH IN THE RA AND THAT THE PARTIES WOULD NOT ENTER INTO THE RS WITHOUT THIS LIMITATION OF LIABILITY.

D8.5 Nothing in the RS limits or excludes any Party's liability with respect to any of the following: (a) death or personal injury resulting from negligence; (b) any fraud or for any sort of other liability which, by law, cannot be limited or excluded; (c) breach of the RS's confidentiality obligations; (d) liability under any indemnity in the RS; (e) infringement of third party intellectual property rights; (f) breach of the Data Protection terms applicable to the RS or Data Protection Legislation; or (g) wilful or intentional breach.

D9 RS-Services Term and Termination

D9.1 The RS shall come into effect on RS-Effective Date therefor and shall remain in force for the RS-Term unless earlier terminated pursuant to this clause D9 or extended in writing and signed by the Parties.

D9.2 The RS shall terminate:

- (a) upon expiry of the RS-Term unless extended in writing signed by the Parties, or
- (b) by Unilever giving reasonable notice, being not more than four (4) weeks' notice, in writing to Institute. During said notice period each of the Parties shall endeavour to resolve any issue which may be the cause of the termination, if possible, or
- (c) by Unilever giving notice in writing to Institute at the completion of any stage of the RS-Services as prescribed in the RS-Work Plan

D9.3 Either Party may by written notice to the other Party immediately terminate the RS where:

- (a) the other Party has materially breached any RS-Applicable Terms, and has failed to remedy that breach within thirty (30) days of the date of service of a written notice from the other Party specifying the breach and requiring that it be remedied; or
- (b) the other Party ceases or threatens to cease to carry on its business, be unable to pay its debts within the meaning of the insolvency law applicable to that Party, convenes a meeting of its creditors or if a proposal shall be made for any composition, compromise, scheme or arrangement with (or assignment for the benefit of) its creditors or a receiver, or has a receiver appointed for the whole or any material part of its undertaking or assets, or has any order made, petition presented or resolution passed for it to be wound up (otherwise than in furtherance of a scheme for amalgamation or reconstruction details of which shall have been notified thereof).

D9.4 Where the RS is terminated by Unilever pursuant to clause D9.2(b) or by Institute pursuant to clause D9.3:

- (a) Unilever shall be liable for amounts payable for the conduct of the RS-Services which Unilever has given consent as required under clause D4.10 and which have been properly committed by Institute prior to termination.
- (b) Institute shall not incur after notice has been given any further costs save those which are unavoidable or necessary for the conduct of work to be carried out during said notice period.

For clarity, Unilever shall have no further payment obligation for the conduct of the RS-Services thereunder if the RS is terminated by Unilever pursuant to clause D9.3.

D9.5 Where the RS is terminated by Unilever pursuant to clause D9.2(c), Unilever shall be liable for amounts payable for the successful attainment of Milestones up to the stage which Unilever has given consent as required under clause D4.9.

D9.6 Notwithstanding any other term of the RS, the Parties agree that in no event shall Unilever's payment obligations hereunder exceed that otherwise payable in clause D3.2(a) and clause D3.2(c) where the RS has been terminated under clause D9.2 or clause D9.3 and that Unilever shall have no liability whatsoever relating to any termination, cancellation and/or suspension of the RS-Services or the RS-Applicable Terms save as provided in clause D9.4 and clause D9.5. Any payments beyond that required by clause D9.4 and clause D9.5 shall be at Unilever's sole discretion.

D9.7 Expiry or termination of the RS for any reason shall not release any Party from any liability or obligation which, at the time of such expiry or termination, has already accrued to that Party or which is attributable to a period prior to such expiry or termination nor preclude any Party from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of such RS.

D10 Miscellaneous

D10.1 Each Party shall be solely responsible for determining the location and hours of all work undertaken by their respective Staff involved in the RS-Services (except when attending the premises of another Party) and shall not be accountable to the other for such matters except as set out in the RS.

D10.2 Each Party shall procure that, should its respective employees be required to visit the premises of the other Party in the course of the performance of the RS-Services, such employees shall at all times comply with

such other Party's rules and regulations for visitors and will display respectful, acceptable behaviour in all its places of business. The visiting Party shall release and defend, indemnify and hold harmless the Party visited, its Affiliates and their respective officers, directors, employees and agents with respect to any claim directly and solely arising from the presence of said visiting Party's representatives at the other Party's facility.

D10.3 Institute shall ensure it or its relevant Affiliates have or provide for, in respect of the RS-Term and thereafter until expiry of the corresponding statutory limitation period for such claim-types, insurance of the types and amounts consistent with industry recognised good practice for the Services, including:

- (c) professional services liability insurance (including public and products liability where applicable);
- (d) third party liability insurance;
- (e) employee liability insurance/workers compensation insurance; and
- (f) other legally mandated insurances.

D10.4 Clause 2.2 of this RA shall apply to the RS *mutatis mutandis*.

D10.5 Clause 8 of this RA shall apply to the RS *mutatis mutandis*.

D10.6 Clause 9 of this RA shall apply to the RS *mutatis mutandis* unless agreed otherwise in the RS.

Part 2 – Template RS

THIS AGREEMENT (hereafter “RS”) is made on the RS-Effective Date set forth below **BETWEEN** the following parties:

- (1) [] a company incorporated in [] (registered under number []) and whose registered office is at [] (hereafter “Unilever”), and
- (2) **The INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH-KOLKATA**, an Institute established by [] with its primary business address at [insert], (hereafter “Institute”).
- agree that:
- (a) Institute shall conduct the RS-Services as described in the RS-Work Plan (including provide all agreed Deliverables) as set forth in Annex 1 hereto, and
- (b) Unilever shall pay Institute the sum as set forth in Part A of Annex 2 on the condition that the relevant criteria for payment (“Milestones”) shall have been fully attained,

subject to and upon the RS-Applicable Terms of Schedule D of the Relationship Agreement between Unilever Global IP Limited and [] having an Effective Date defined as [] (Unilever reference number: MA-[]; Institute reference number:) that are incorporated into this RS as if set forth below save insofar as amended hereafter.

DETAILS OF THIS RS:

RS-Services	means the services to be conducted and provided by Institute in and for the RS-Project Field.
RS-Project Field	means
RS-Effective Date	means
RS-Term	means from the RS-Effective Date for a period of [] therefrom.
RS-Services Level	means each of the following: • RS-Services shall be conducted: (i) in accordance with good industry practice applicable to like services, and (ii) in all events, to such standard and with all diligence, skill and care as may be reasonably be expected from a highly skilled and diligent paid-provider of services having a global reputation seeking to retain such reputation. • all standard and protocols as indicated or agreed with the Unilever RS-Contact to be applied to the conduct of the RS-Services
Data Protection and Cyber Security Provisions	As in Schedule F of the RA. [unless required otherwise for individual RS-Services encompasses collection of personal data by Institute or its Affiliates, beyond the required Unilever’s employees’/representatives business contact details, then the foregoing is not sufficient and Unilever will notify alternative wording for this Expression].
Information Security	As in Schedule F of the RA. [unless the outcome of an assessment as to whether that additional information security provisions is required and, the foregoing is not sufficient, Unilever will notify alternative wording for this Expression].

Additional Clauses	N/a
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IN WITNESS WHERE, the Parties have caused this RS to be executed by their duly authorised signatories as of the dates shown below:

	Unilever	Institute
Signature		
Name		
Title		
Date		

Annex 1

Unilever reference numbers	PRN	
	PON	
RS-Effective Date		
RS-Term		From the RS-Effective Date for a period of [] therefrom
Institute RS-Contact		Name: Address: Email: Tele.:
Unilever RS-Contact		Name: Address: Email: Tele.: Mob.:

RS-Services		
RS-Work Plan		
Unilever RS-Support		
RS-Materials		
Deliverables to Unilever	No.	Deliverable details
Reporting (including Progress Meetings)		

Annex 2**Financial****Part A: Total Unilever Payment:**

Unilever's total payments under clause D3.2(a) of the RS-Applicable Terms shall not exceed the following amount:

Unilever's total payment (excluding GST)	
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Part B: Payment Details

Subject to the conditions set forth under the RS-Applicable Terms, Unilever shall make payments pursuant to clause D3.2(a) as and to the extent set forth hereafter provided the relevant Milestones as set forth hereafter shall have been fully attained:

Milestone no.	Milestones	Expected date for delivery	Funding
	Attainment of all of the following by Institute: • Institute shall have conducted the RS-Services in a satisfactory manner and in accordance with the terms of the RS-Applicable Terms up to the expected date of this Milestone, AND • Institute shall have delivered to Unilever all deliverables agreed to be provided up to the expected date of this Milestone, AND • Institute shall have delivered to Unilever a written report detailing all methodology, results, supporting data, analysis and reasoned conclusions of the RS-Services conducted up to the expected date of this Milestone, AND • Unilever shall have received the relevant invoice as required by clause D3.3		
	Attainment of all of the following by Institute: • Institute shall have completed the RS-Services in a satisfactory manner and in accordance with the terms of the RS-Applicable Terms, AND • Institute shall have delivered to Unilever all deliverables agreed to be provided from the RS-Services, AND • Institute shall have delivered to Unilever a written report detailing all methodology, results, supporting data, analysis and reasoned conclusions of the RS-Services, AND • Unilever shall have received the relevant invoice as required by clause D3.3		
Total			

Part C: Invoicing Details

Payment pursuant to this RS shall be made in response to invoices sent by Institute to Unilever in accordance with the RS-Applicable Terms.

All invoices shall **quote all relevant Unilever reference numbers** and sent to:

Accounts Payable

[]

Schedule E
Facilities Access

- E1 In this Schedule E, "Host Party" means the Party hosting the Visiting Scientist(s) of the other Party to carry out the Facilities Access. "Visiting Party" means the party whose Visiting Scientist(s) carry out the work being conducted during the Facilities Access at the premises of the Host Party. "Visiting Scientist(s)" shall be construed accordingly.
- E2 The Host Party shall:
- (a) use all reasonable endeavours to ensure that all equipment or research facilities being used in or with Permitted Activities are and shall be for the duration of the Facilities Access maintained and operated in accordance with the relevant manufacturer's criteria therefor, any applicable legal requirements and best practice.
 - (b) acting reasonably, have sole discretion on allowing the Visiting Scientist(s) to use any equipment or research facilities for Permitted Activities and may require the Visiting Scientist(s) to undergo the training and familiarisation therewith as envisaged by clause E2(c). Acting reasonably, the Host Party may deny entry or remove any Visiting Scientist(s) from its premises if such training and familiarisation are not satisfactorily completed or, when so accessing and using, do not adhere with such training and relevant procedures.
 - (c) provide all reasonable training and familiarisation to the Visiting Scientist(s) for their proper and safe access and use of equipment or research facilities being used in Facilities Access.
 - (d) upon request, provide a copy of the rules and regulations applicable to the Facilities Access for the conduct of any of the Permitted Activities.
- E3 For all Facilities Access, the Visiting Party shall:
- (a) be solely liable for its Visiting Scientist(s) and for any and all damages caused by such Visiting Scientist(s) during or as a result of Facilities Access save insofar as any such damages arise from the negligence or malice or breach of clause E2(a) by the Host Party.
 - (b) procure that the Visiting Scientist(s) shall maintain any confidential information of the Host Party as may be disclosed during Facilities Access (including as may be disclosed orally or visually) are kept under conditions of confidentiality and non-use as set forth in clause C5 *mutatis mutandis*.
 - (c) ensure that the Visiting Scientist(s) satisfactorily complete all training and familiarisation as appropriate for proper and safe access and use any of the Host Party's equipment or research facilities being used in Facilities Access as envisaged. The Visiting Party acknowledges and agrees that, at its reasonable sole discretion, the Host Party may deny entry or remove any Visiting Scientist(s) from such premises if such training and familiarisation are not satisfactorily completed or, when so accessing and using, do not adhere therewith.
 - (d) procure that its Visiting Scientist(s) shall comply with all rules and regulations therefor on display or as notified and/or all reasonable instructions given by the Host Party's employees and, at all times, shall act in a responsible manner and display respectful and acceptable behaviour. Each Party acknowledges and agrees that, at its reasonable sole discretion, Host Party may deny entry or remove any Visiting Scientist(s) from such premises for breach of such rules, etc.
 - (e) be solely responsible for any payments to be made to any Visiting Scientist(s). The Host Party shall have no responsibility to Visiting Scientist(s) or other staff of the Visiting Party in respect of any compensation under the relevant Patent Act or any payment obligations pursuant to this RA which shall be entirely the responsibility of the Visiting Party.
 - (f) subject to any contrary written agreement, be solely liable for all costs associated with the conduct of the Facilities Access. For clarity, the foregoing shall include consumables, transport, accommodation or other costs incurred as a result of or in the course of the Facilities Access but shall not include a charge for the use of any equipment. Insofar as practicable, all such costs agreed in writing before being incurred and signed by and on behalf of the relevant Parties.
 - (g) indemnify fully and hold harmless the Host Party, its Affiliates or their employees against any losses or damages (and also any reasonable legal costs incurred therewith), including personal

injury and death, arising from any claims: (i) made by or on behalf of any Visiting Scientist(s) as a result of this RA or the Facilities Access or their participation therein save insofar as any such claims directly arise from the negligence or malice of the Host Party, or (ii) that the Visiting Scientist(s) or other staff of the Visiting Party is an employee of the Host Party pursuant to this RA or any Facilities Access or their participation therein.

- (h) procure all necessary rights and permits of any country (including but not limited to obtaining and satisfying visa requirements) so that the Visiting Scientist(s) may conduct the objective of the Facilities Access as envisaged by this RA.

E4 Results arising during or from any Facilities Access shall be owned, if invented solely, by the Party inventing such and, if invented jointly, by the Visiting Party. Each Party shall be solely responsible for filing and prosecution of any applications for patent or other intellectual property rights to protect any Results which it solely owns pursuant to this clause E4. Except as expressly agreed, no licence or other rights are hereby granted or implied to the Host Party or to any third party in respect of any Background IP or intellectual property rights.

SCHEDULE F**Unilever Requirements****Part 1**

- F1.1 Institute shall ensure that it performs the relevant RA-Activities in compliance with Applicable Law, data protection provisions in Part 2 and Part 3 of this Schedule (in case applicable), permits, licences, intellectual property rights and approvals (including all of the same as applicable to the territory of the RA-Activities performance and delivery). Additionally, Institute shall ensure compliance with this clause F1.1 by its Staff and permitted subcontractors.
- F1.2 Institute shall notify, take part in assessments and provide information as reasonably required by Unilever, relating to the use of any artificial intelligence ("AI") system in the conduct of the RA-Activities. Any such AI system must:
- (a) be deployed any appropriate safeguards required by Applicable Law;
 - (b) not be a Prohibited AI Practice within the scope of Article 5 of the AI Act (Regulation (EU) 2024/1689) ("EU AI Act");
 - (c) be designed not to undertake any activities or practices prohibited under Applicable Law;
 - (d) not result in risk to the health and safety or fundamental rights of any individual; and
 - (e) unless with Unilever's prior written approval, not be a High Risk AI System (as defined in the EU AI Act).

Where Unilever has approved the use of a High Risk AI System, Institute shall comply with all Applicable Law provisions applicable to a Provider (as defined in the EU AI Act). Where Unilever is deemed a Provider, Institute shall provide Unilever with all information it requires to run the AI system in compliance with Applicable Law and use all reasonable endeavours to procure that Institute's vendors enter into agreements with Unilever to enable it to meet its Provider obligation.

F1.3 Responsible Business Requirements:

- (a) Institute warrants, represents and undertakes that it and its Affiliates have codes of conduct and associated policies and procedures ("**Codes of Conduct**"), that are consistent with the requirements of Unilever's Responsible Partner Policy set on www.unilever.com/partnerpolicy ("**RPP**"). The RPP is incorporated herein by reference. Institute shall ensure that it and its Affiliates comply with the Codes of Conduct.
- (b) At Unilever's request Institute shall register with the applicable onboarding platform and keep such information updated upon any change or at least on an annual basis.
- (c) Institute shall undertake third-party responsible business audits required by Unilever at its own cost and rectify any non-compliance identified in such audits within a reasonable timeframe stipulated by Unilever.
- (d) Where Institute materially fails to meet the requirements of clause F1.3(a) and Unilever considers that such failure can be remediated, then Institute shall take steps reasonably stipulated by Unilever to remedy the failure and ensure further failures do not occur.

- F1.4 Institute undertakes to notify Unilever as soon as reasonably practicable if it has reasonable cause to suspect that any breach of Applicable Laws or clause F1.3 has occurred or will occur. If Institute becomes aware of any breach of Applicable Laws or clause F1.3, it shall take any measures stipulated by Unilever to remedy the breach. If Unilever considers, at its sole discretion, that the breach cannot be remedied, Unilever shall have the right without Unilever liability arising to: (a) suspend immediately the project and any payments under the relevant RA-Contract; and/or (b) terminate immediately the relevant RA-Contract.
- F1.5 For purposes of the relevant RA-Activities, material breaches include material breaches any Applicable Law or the terms of this Schedule G (privacy and data protection obligation and information security), in particular any material or deliberate or persistent non-compliance with the provisions of clause F1.3.

- F1.6 Institute warrants, represents and undertakes to Unilever to take all steps necessary to ensure that it does not transfer or licence any right, title or interest in any AI system inputs or outputs to the Provider or any third party, other than and limited to:
- (a) allowing the Provider to provide the AI system's functionality under this RA and any RA-Activities;
 - (b) fraud monitoring; and
 - (c) regulatory and information security purposes.
- F1.7 Institute shall not conduct, facilitate, enable, authorise or suffer any use of and/or access to any RA-Activities, records, Confidential Information or other information provided therefor, Results and other results therefrom, or any website or other databases as may be provided or generated in the conduct thereof for:
- (a) text or data mining or web scarping.
 - (b) developing, training, fine turning or validating any AI system or model.
- The foregoing shall be treated as, and be, an express reservation of such rights, including for the purposes of Article 4(3) of the Digital Copyright Directive (EU) 2019/790.
- F1.8 At any time during the RA-Term, Unilever may amend or change all or any part of the Unilever policies or other requirements under this Schedule E ("Unilever Requirements"). If so amended or changed,
- (a) Unilever shall use reasonable endeavours to notify Institute in writing of any amendments to Unilever Requirements (as amended, such being "Amended Unilever Requirements") which shall thereafter be part of the requirements under this Schedule F save as provided in clause F1.8(b).
 - (b) Where it does not accept any Amended Unilever Requirements, Institute shall give notice of its refusal in writing to Unilever as soon as practicable and not later than thirty (30) days of the notice from Unilever. For clarity, if refused, Unilever may decide to terminate this RA and/or any RA-Contracts in accordance with the applicable terms hereunder.

Part 2

Data Protection and Cyber Security Provisions (in case applicable)

- F2.1 For all relevant RA-Contracts, Institute shall ensure compliance with the applicable Data Protection Laws, defined as any applicable law relating to the Processing, privacy, and use of Personal Data including: (i) European Parliament Regulation (EU) 2016/679 (the "GDPR"); (ii) any corresponding national laws or regulations implementing the GDPR; (iii) the Data Protection Act 2018 (the "Data Protection Act") and the UK GDPR (as defined in the Data Protection Act); (iv) the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. (the "CCPA"); and (v) corresponding guidance, codes or certification mechanisms of the relevant regulatory authority regarding such laws. Capitalized terms used but not defined in this clause have the meanings given in the applicable Data Protection Laws.
- F2.2 The Parties may, individually as separate Controllers (or pursuant to the CCPA, as separate Businesses), need to Process Personal Data of each other's representatives including in order to: (a) perform their obligations under this RA and/or any RA-Contracts; (b) resolve disputes relating to this RA and/or any RA-Contract; and/or (c) comply with legal obligations. Each Party shall conduct such Processing in accordance with their respective privacy policies.