

# Joint Development Agreement (India)

Governs IP ownership, cost sharing, and governance for collaborative technology development

## HOW TO USE THIS TEMPLATE

1. Use when two or more parties collaborate to develop technology or products together.
2. The most critical clause: who owns the IP created in the collaboration (Foreground IP).
3. Background IP (what each party brings in) should always remain with its original owner.
4. Define the project scope, milestones, and deliverables precisely in Schedule 1.
5. Get independent legal advice — JDA IP ownership terms are complex and negotiated.

## PARTIES

Party A — Full Legal Name	[Full legal name and CIN]
Party A — Address	[Registered address]
Party A — Technical Domain	[Technology / expertise that Party A contributes]
Party B — Full Legal Name	[Full legal name and CIN]
Party B — Address	[Registered address]
Party B — Technical Domain	[Technology / expertise that Party B contributes]
Agreement Date	[DD Month YYYY]
Project Name	[Name / code name for the joint development project]

## 1. DEFINITIONS

**"Background IP"** means all Intellectual Property Rights owned or controlled by a Party prior to the Effective Date of this Agreement, or developed independently of the Project, that a Party contributes to or makes available for the Project. Each Party's Background IP is identified in Schedule 2.

**"Foreground IP"** means all Intellectual Property Rights created, developed, conceived, or reduced to practice by either Party or jointly by both Parties in the course of carrying out the Project during the term of this Agreement.

**"Joint Foreground IP"** means Foreground IP jointly created by both Parties, where both Parties made inventive contributions that are inseparable from the overall inventive concept.

**"Party A Foreground IP"** means Foreground IP solely created by Party A's personnel without inventive contribution from Party B.

**"Party B Foreground IP"** means Foreground IP solely created by Party B's personnel without inventive contribution from Party A.

**"Project"** means the joint development project described in Schedule 1, including all research, development, testing, and refinement activities.

**"Project Deliverables"** means the specific outputs, prototypes, reports, software, or other results to be produced by the Project, as described in Schedule 1.

**"Steering Committee"** means the joint committee of representatives from both Parties responsible for overseeing the Project.

## 2. PROJECT STRUCTURE AND GOVERNANCE

**2.1 Project Scope.** The Parties agree to collaborate on the Project as described in Schedule 1. Each Party shall contribute the resources, personnel, and Background IP specified in Schedule 2 and Schedule 3.

**2.2 Steering Committee.** The Parties shall establish a Steering Committee consisting of [X] representatives from each Party to: (a) oversee the overall direction and progress of the Project; (b) review and approve significant technical and commercial decisions; (c) resolve disputes arising in the course of the Project; and (d) approve any changes to the Project scope, timeline, or budget. The Steering Committee shall meet [monthly / quarterly].

**2.3 Project Manager.** Each Party shall designate a Project Manager responsible for day-to-day management of their contribution to the Project and as the primary point of contact for the other Party.

**2.4 Project Timeline and Milestones.** The Project shall be conducted in accordance with the timeline and milestones in Schedule 1. Either Party may request modifications to the timeline by written notice to the Steering Committee; any such modification requires written agreement of both Parties.

## 3. BACKGROUND IP — CRITICAL PROVISIONS

**3.1 Each Party Retains Background IP.** Each Party retains exclusive ownership of all its Background IP. Nothing in this Agreement transfers any ownership of Background IP from one Party to the other. Each Party's Background IP identified in Schedule 2 is contributed to the Project under a limited licence, not by way of assignment.

**3.2 Background IP Licence for Project.** Each Party grants to the other Party a non-exclusive, non-transferable, royalty-free licence to use its Background IP solely for the purpose of carrying out the Project during the term of this Agreement. This licence terminates on termination or expiry of this Agreement and does not extend to any post-Project use of the Background IP.

**3.3 Background IP Licence for Exploitation.** If either Party's Background IP is incorporated in or necessary for the exploitation of any Foreground IP, the terms of any licence of such Background IP for exploitation purposes shall be as specified in Schedule 4. Such exploitation licences shall be subject to separate negotiation and agreement unless already specified.

## 4. FOREGROUND IP OWNERSHIP — THE MOST NEGOTIATED CLAUSE

**4.1 Ownership of Solely-Developed Foreground IP.** Each Party shall solely own the Foreground IP created solely by that Party's personnel. Party A shall own all Party A Foreground IP; Party B shall own all Party B Foreground IP.

**4.2 Ownership of Joint Foreground IP.** Joint Foreground IP shall be owned as follows (select applicable option and delete others):

<b>Option 1 — Joint Ownership</b>	Both Parties own Joint Foreground IP jointly. Each Party may independently use Joint Foreground IP without consent or accounting to the other, subject to the licence terms in Clause 4.3
<b>Option 2 — Party A Ownership with Licence-Back</b>	All Joint Foreground IP is assigned to Party A. Party A grants Party B a [non-exclusive / exclusive in Field X] licence-back to use Joint Foreground IP on the terms in Schedule 4

<b>Option 3 — Domain Split</b>	Joint Foreground IP relating to [Domain A] is assigned to Party A; Joint Foreground IP relating to [Domain B] is assigned to Party B — as specified in Schedule 4
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**4.3 Cross-Licence for Exploitation.** Each Party grants to the other a [non-exclusive / exclusive in specific field] licence to use the other Party's Foreground IP (and Background IP to the extent incorporated therein) for the purpose of exploiting the Project Deliverables, on royalty terms specified in Schedule 4.

**4.4 Patent Filing for Joint Foreground IP.** If Joint Foreground IP is patentable, the Parties shall discuss in good faith which Party shall file and prosecute the patent application. Absent agreement, patent applications shall be filed jointly in both Parties' names. Costs shall be shared equally unless otherwise agreed. Each Party shall cooperate in the preparation and prosecution of all patent applications for Foreground IP.

## 5. FINANCIAL CONTRIBUTIONS AND COST SHARING

<b>Party A Financial Contribution</b>	Rs.[Amount] / [Description of in-kind contribution]
<b>Party B Financial Contribution</b>	Rs.[Amount] / [Description of in-kind contribution]
<b>Shared Project Costs</b>	Shared [50/50] / [Party A: X% / Party B: Y%]
<b>Cost Approval Threshold</b>	Expenses above Rs.[X] require Steering Committee approval
<b>Payment Schedule</b>	[Upfront / Quarterly / Milestone-based]

## 6. CONFIDENTIALITY

**6.1** Each Party shall maintain the other Party's Background IP, Foreground IP, Project data, and all other confidential information of the other Party in strict confidence during the term and for five (5) years thereafter. No Party shall publish, present, or disclose any Project results without prior written consent of the other Party. Any publication shall be reviewed for patentable content before submission, and either Party may request a delay of up to [6] months to file patent applications.

## 7. TERM, TERMINATION, AND EFFECTS

<b>Project Term</b>	[X] months from Effective Date, or until Project Deliverables are completed
<b>Termination for Convenience</b>	Either Party may terminate on [60] days written notice
<b>Termination for Breach</b>	[30] days written notice with opportunity to cure
<b>IP on Termination</b>	Each Party retains its Background IP and solely-created Foreground IP; Joint Foreground IP dealt with as per Schedule 4

**7.1** On termination, each Party shall return or destroy the other Party's Background IP materials, and the Parties shall negotiate in good faith regarding the continued development and exploitation of any partially completed Foreground IP.

## 8. GENERAL PROVISIONS

**8.1 Governing Law.** Governed by the laws of India including the Patents Act 1970, Copyright Act 1957, and Indian Contract Act 1872.

**8.2 Dispute Resolution.** Negotiation for 30 days, then arbitration in [City] under the Arbitration and Conciliation Act 1996. [3] arbitrators with IP expertise.

**8.3 Entire Agreement.** This Agreement and Schedules constitute the complete agreement on the subject matter.

**8.4 Amendment.** Written consent of both Parties required.

**8.5 Stamp Duty.** Execute on non-judicial stamp paper. Costs borne equally.

**8.6 Counterparts.** May be executed in counterparts. PDF and electronic signatures valid.

## EXECUTION

PARTY A	PARTY B
[Party A Full Legal Name]	[Party B Full Legal Name]
Authorised Signatory: _____	Authorised Signatory: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____
Place: _____	Place: _____

### IMPORTANT NOTE

The Foreground IP ownership clause (Section 4) is the most commercially significant and most heavily negotiated provision. Under Indian patent law, joint owners of a patent may each use the patent independently without the consent of the other and without accounting for profits — which can be commercially disruptive. Consider specifying clear ownership rather than joint ownership wherever possible. Template only — not legal advice.