



University of Allahabad
Centre of Behavioural and Cognitive Sciences
Attn Dr V S Chandrasekhar Pammi
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AGR00968/JJB
7 December 2010

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Dear Dr Pammi,

I herewith send you one fully executed original of the Sponsored Research Agreement between Unilever R&D Vlaardingen B.V. and the University of Allahabad.

Kind regards,
UNILEVER R&D VLAARDINGEN B.V.

A handwritten signature in black ink, appearing to read 'Judith J Bismeijer', written in a cursive style.

Judith J Bismeijer

Encl.

SPONSORED RESEARCH AGREEMENT
UNILEVER R&D

THIS AGREEMENT is made the 01 -09-2010 BETWEEN the following parties:

- (1) **Unilever Research and Development Vlaardingen B.V.**, Olivier van Noortlaan 120, 3133 AT Vlaardingen, The Netherlands (hereafter “Unilever”), and
- (2) **University of Allahabad, Allahabad, 211002 India** (hereafter “University”).

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

WHEREAS:

- A. University is willing to undertake and Unilever is willing to support a research project as described hereafter; and
- B. Unilever and University desire to agree upon the terms which should apply to confidentiality, intellectual property and other matters arising from said research project as set forth herein.

In consideration of the mutual covenants set forth in this Agreement, the sufficiency of which each of the Parties acknowledges, the Parties hereby agree as follows:

1. Definitions

1.1 In this Agreement:

- (a) “Act” means the Freedom of Information Act 2000 of the United Kingdom and any re-enactment or amendments thereof.
- (b) “Affiliates” means, in the case of University, any corporation controlling, controlled by or under common control, direct or indirect, with University, and, in the case of Unilever, shall include the companies of the Unilever group controlled, direct or indirect, by Unilever PLC in London and Unilever NV in Rotterdam.
- (c) “Background IP” means any intellectual property rights owned by a Party at the date hereof and/or created outside the scope of this Agreement.
- (d) “Confidential Information” means only information relating to products, formulations, specifications, manufacturing processes, research and development, uses, regulatory, technical, commercial, economic and business affairs, etc. disclosed to a Party hereunder in written form including electronic form and marked ‘CONFIDENTIAL’ (or if disclosed orally or visually then reduced to writing within thirty (30) days after such oral or visual disclosure and similarly marked), and models, samples and other things similarly so marked. Unilever’s Confidential Information shall also include disclosures of the foregoing made by or on behalf of Unilever Affiliates pursuant to this Agreement.
- (e) “FOIA Request” means any request pursuant to the Act which may result in the disclosure of any information received hereunder and/or Results. FOIA Request shall also apply to any other request to University and its Affiliates pursuant to the Act where the response thereto may reveal the existence or terms of this Agreement and/or the relationship between the Parties hereto.
- (f) “Milestone” means a deliverable as set out in Schedule 2 to this Agreement.
- (g) “Project” means the project as described in Schedule 1 to this Agreement.

- (h) “Results” means without limitation all results, data, technical information, copyrights, drawings, specifications, designs, inventions and software, in each case whether or not patentable, that is discovered, created and/or reduced to practice and arising during or from the Project.
- (i) “Scientist” means any scientist(s) to carry out the Project as set forth in Schedule 1 to this Agreement. “Supervisor” means the academic as set forth in Schedule 1 to this Agreement appointed by University to supervise the conduct of the Project. “Unilever Contact” means the person to act as the contact for Unilever as identified in Schedule 1 or such other person as may be notified to University. “Staff” means the Scientist(s), the Supervisor and all other personnel, whether or not University employees, involved in the performance of the Project by or on behalf of University.
- (j) “Term” means the term of this Agreement as set forth in clause 9.1.
- (k) “Unilever Standards” means all standards that Unilever prescribes for partners to comply with when conducting work with or on behalf of Unilever and its Affiliates and include: Unilever Business Partner Code, Unilever ethics policy and such other Unilever requirements as published or notified to partners from time to time. Unilever Standards also expressly require full compliance with all applicable legislation (the foregoing including in particular all data protection, ethical, environmental and safety legislation). Said Business Partner Code may be accessed on the following website: <http://www.Unilever.com> using ‘Business Partner Code’ on the search engine thereon.

2. Project

- 2.1 University shall conduct the Project for Unilever (including provide all agreed deliverables) under and in accordance with the terms of this Agreement. The Project is set forth in more detail in the work plan in Schedule 1 hereto (the “Work Plan”). The Project shall terminate with the Term of this Agreement unless extended by written agreement between the Parties.
- 2.2 University shall carry out the Project in the department of University as set out in Schedule 1 hereto (the “Department”) under the personal supervision or direction of Supervisor or such other person or persons as the Parties may mutually agree and record in writing. Where the Supervisor has not been appointed before the date hereof or leaves, as the case may be, before any appointment (or re-appointment) is made Unilever shall be informed of the identity and qualifications of the potential Supervisor and its consent shall be required for any such appointment, such consent not to be unreasonably refused. University shall appoint the Scientist(s) to carry out the Project. Where the Scientist(s) has not been appointed before the date hereof or leave, as the case may be, before any appointment (or re-appointment) is made Unilever shall be informed of the identity and qualifications of potential Scientist(s) and its consent shall be required for any such appointment, such consent not to be unreasonably refused.
- 2.3 The Project shall commence:
 - (a) at the date indicated in Schedule 1 hereto or, if no date is prescribed, as soon as practicable after the date of this Agreement, or
 - (b) if the Scientist(s) has not been already appointed, as soon as possible after appointment of the Scientist(s), such appointment to be not later than two (2) months after the date of this Agreement.
- 2.4 University shall keep, or procure such shall be kept by its Staff, good administration in the form of complete records of all work carried out as part of the Project (including all activities undertaken, and the results thereof). The foregoing shall include the making of contemporaneous records in notebooks which shall in all instances be in accordance with good research procedures. Furthermore

all of said records shall be maintained confidentially and securely at University's address first above written (or such other address(es) as University shall notify Unilever from time to time) for the Term and five (5) years thereafter. At Unilever's request and reasonable cost, University shall provide copies of the said records to Unilever as soon as practicable.

- 2.5 University shall keep Unilever fully informed of all results arising from the Project by means of reports or otherwise as requested the Unilever Contact and shall notify Unilever in writing when each Milestone has been attained and giving relevant details thereof. Further, University shall provide to Unilever interim reports on the progress of the Project with any further information on the Project in the format of and by the due dates for reports as defined in Schedule 1. Notwithstanding any termination of this Agreement, University shall provide a full written report to Unilever for its acceptance within one (1) month after the termination of the Project, such acceptance not to be unreasonably refused.
- 2.6 Without prejudice to clause 2.5, the Parties shall together evaluate the results of the Project on each anniversary of the commencement of the Project or at such other time upon the reasonable request of Unilever in order to decide whether the Project should be continued or whether it is desirable to amend the Project and/or the Agreement 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 do not meet reasonable expectations, the Parties shall agree a programme of work with prescribed standards to be conducted within a set time frame.
- 2.7 University shall:
- (a) subject to clause 10.2, make all reasonable endeavours to complete the Project hereunder according to the agreed times. It is agreed that time for delivery of any Milestone shall not be of the essence save that, where delivery of any Milestone is or may be delayed and such delay adversely affects any of Unilever's activities relating to the Project or its use of Results or other deliverable, Unilever may make time of the essence provided it gives University reasonable time, being not more than one (1) month, to overcome the causes of such delay and make the relevant delivery. In all events, University 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) procure that all Staff shall have appropriate qualifications and competence and shall be reasonably acceptable to Unilever.
 - (c) in its conduct of the Project, comply with all Unilever Standards and shall not infringe third party intellectual property rights. Where compliance with any of the foregoing is not possible, University shall promptly notify Unilever thereof and give full details as to why such compliance is not possible. On written request, University shall provide to Unilever written evidence of its compliance with the foregoing (including producing any required licences or other permits).
 - (d) where any Staff are conducting the Project, or visiting, at any Unilever premises, procure that said Staff shall 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.
- 2.8 It is agreed that, where the Project involves the purchase, development or otherwise creation of tangible samples or other items of tangible property ("Samples") by or on behalf of University or Staff, all such Samples shall immediately be the exclusive property of Unilever and that University shall be responsible for risk in Samples until and to the extent Unilever has taken possession thereof.

3. Payments

- 3.1 Unilever shall pay University the sum as set forth in Schedule 2 Part A exclusive of VAT. The Parties acknowledge and agree that all payments to be made pursuant to this clause 3.1 shall, unless otherwise agreed in writing, be paid only as and to the extent as set out in Schedule 2 Part B on the condition that the relevant Milestones shall have been fully attained.
- 3.2 Unilever shall reimburse University for all reasonable travelling and other expenses directly incurred by Staff in connection with work performed under this Agreement provided such are expressly agreed in writing before being incurred and that relevant invoices claiming such are supported by written VAT receipts.
- 3.3 The Parties agree that:
- (a) All amounts to be paid by Unilever hereunder shall be payable within sixty (60) days of the receipt of the relevant invoice.
 - (b) 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 Schedule 2 Part C.
 - (c) Payments shall be made by or on behalf of Unilever to University account as shall have been notified to Unilever in writing.
 - (d) In cases where the VAT is payable, on Unilever's request, University shall provide evidence of the payment thereof to the proper authorities as soon as possible.
- 3.4 Unilever shall have no obligation to make any payment hereunder, including upon any exploitation of the results of the Project, save as expressly provided by the terms of this Agreement.

4. Confidentiality

- 4.1 During and as a result of the performance of this Agreement, University may directly or through the Scientist(s), Supervisor or other Staff acquire Confidential Information relating to the Project or to the affairs of Unilever or the Unilever group of companies. University shall preserve and procure the confidentiality of all Unilever Confidential Information and take all reasonable steps needed to ensure that Staff and any other persons who become involved do likewise, and in particular that:
- (a) it shall not disclose Unilever Confidential Information or any part thereof to any third party without Unilever's prior written consent and, in such case, University shall impose on such third parties for Unilever's benefit the same obligations of confidence and non-use as it undertakes under this Agreement.
 - (b) it shall not use, or suffer or cause any use to be made, of Unilever Confidential Information or any part thereof without Unilever's prior written consent except solely for the purposes of the Project.
 - (c) it shall not use Unilever Confidential Information or any part thereof to support or amend any patent or application therefor that is filed before the date hereof or filed independently of the Project.
- 4.2 University shall not be under the confidentiality obligations as set out in clause 4.1 in respect of anything which University can verifiably establish by written records that such Confidential Information was:
- (a) already available to the public before its disclosure to University or generation by University or Staff pursuant to this Agreement,

- (b) subsequently available to the public through no fault or default of University or any Staff or party that may have received such by or through University under this Agreement,
- (a) already known to University without restriction prior to its receipt hereunder, or received without restriction from a *bona fide* third party whose disclosure is not in breach of any obligation of confidentiality owed to Unilever or any of its Affiliates, or
- (c) was developed wholly independently by University without any reference or access to, or knowledge of, the Project and/or Unilever Confidential Information received hereunder.

Should any information or thing be subject to one or more of the above exceptions, University shall not disclose that such excepted information or thing was received from Unilever 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 Unilever or its Affiliates for research, improvement or applications concerning such item or combination.

- 4.3 Notwithstanding clause 4.1(a), University may comply with an order of a court of law to disclose information otherwise subject to non disclosure obligations provided 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 University shall proffer reasonable assistance with such endeavours. In any disclosure under this clause 4.3, University 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.
- 4.4 University shall procure that all Results generated by or on behalf of University or the Staff and all Samples are kept under conditions of confidentiality and non-use for the benefit of Unilever as set out in this clause 4 *mutatis mutandis* until and to the extent such is published according to the terms of clause 7 hereof or the publication of applications for intellectual property protection pursuant to the terms of clause 5.
- 4.5 As and to the extent requested to do so by Unilever at any time, University agrees that it shall promptly send to Unilever any Unilever Confidential Information, Results, Samples and other things received and/or generated by or on behalf of University or the Staff during or for the purposes of the Project.
- 4.6 The Parties agree that, under the Act, Confidential Information disclosed hereunder and/or Results, and not within under clause 4.2, are exempt information under sections 22, 41, and 43 thereof on the grounds that it is information that may be published in the future, is confidential and/or is commercially sensitive respectively and shall not be disclosed to any third party making a request under the Act.
- 4.7 Without prejudice to clause 4.6, the Parties acknowledge that University may receive an FOIA 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 FOIA Request is received, University shall:
 - (i) give prompt written notice to Unilever, said notice shall give details of the Unilever Confidential Information that may be disclosed and/or Results. 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 FOIA Request.

- (ii) give to Unilever a copy of said response where such contains any Unilever Confidential Information and/or Results.
 - (iii) Subject to clause 4.7(b), the disclosure of Unilever Confidential Information and/or Results by University shall not be a breach of the non-disclosure and confidentiality obligations of this Agreement always provided that such disclosure is only to the extent necessary to comply with the requirements of the Act and that this clause 4.7(a) and other provisions of this Agreement are satisfied.
- (b) Any disclosure of Unilever Confidential Information and/or Results pursuant to an FOIA Request that is not required under the Act shall be the sole liability of University 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 this Agreement.
- 4.8 University shall not disclose the fact or terms of this Agreement to any third party without Unilever's prior written consent. Further University shall not, and shall procure that Staff shall not, use the name of Unilever or that it is providing services to Unilever in any promotional literature or otherwise without Unilever's prior written approval.
- 4.9 Unilever agrees to hold Confidential Information received directly from University pursuant to this Agreement according to the obligations of confidence set out in this clause 4 *mutatis mutandis* always provided that:
- (a) this clause 4.9 shall not unreasonably prevent Unilever and its Affiliates from exploiting or protecting the Results;
 - (b) this clause 4.9 shall not prevent Unilever from disclosing such Confidential Information from University to its Affiliates where such Affiliates are subject to the obligations of confidence no less onerous that set out in this clause 4.
- 4.10 The obligations of non-use and confidentiality as set forth in this clause 4 shall continue for the Term and for a period of five (5) years thereafter.

5. Intellectual Property

- 5.1 For clarity, Background IP shall remain the property of the Party owning the same.
- 5.2 Save only to the extent provided in clause 5.3, all right, title, and interest in and to all Results shall, regardless of inventorship, vest in and be the sole property of Unilever.
- 5.3 Any copyright in the thesis of the Scientist(s) submitted for a higher degree at University, insofar as it is not part of a report to Unilever, shall remain with the author. For the avoidance of doubt, any such thesis shall remain subject to all other terms and obligations hereunder.
- 5.4 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. University 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, which will not be wilfully withhold.
- 5.5 At Unilever's request, University 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 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.

University 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.

- 5.6 In the event of exploitation of Results by or on behalf of Unilever or its Affiliates and to the extent possible, University shall grant to Unilever a non-exclusive licence to such of University'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.

6. Additional Compensation

- 6.1 Where Unilever or its nominee files a patent application according to clause 5 herein in respect of Results made solely by University, 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 University give sympathetic consideration to making an additional *ex gratia* payment to University appropriate to the contribution of University or the Staff to that benefit.

- 6.2 The amount of any payment pursuant to clause 6.1 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 3 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 University's Staff or employees.

- 6.3 All work to be carried out by University, the Supervisor and/or the Scientist(s) pursuant to this Agreement shall be as independent contractors, and nothing in this Agreement shall render University, the Supervisor and/or the Scientist(s) to be partners, employees or agents of Unilever.

- 6.4 University shall be solely responsible for any payments to be made to the Scientists or other Staff pursuant to this Agreement (whether in the circumstances envisaged by clause 6.1 or otherwise). Unilever shall have no responsibility to the Supervisor, the Scientist(s) or to any other employees of University in respect of any compensation under the relevant Patent Act or any payment obligations pursuant to this Agreement which shall be entirely the responsibility of University.

7. Publication

- 7.1 Unilever acknowledges that, under University's policy, University may be required to publish its results of the Project and agrees that University 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 of the Staff arising from the Project provided that all of the foregoing shall comply with the terms of this clause 7.

- 7.2 University shall ensure that Unilever shall have been furnished with copies of any such proposed publication or presentation of Results in a timely manner, being at least forty five (45) days, in advance of their submission to any third party. Unilever shall have the power to edit or delay such proposed publication or presentation if in its reasonable opinion such editing or 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. Whilst Unilever shall endeavour to keep any delay to a minimum, before consent is obtained from Unilever, University shall ensure that Results arising from the Project shall be maintained in confidence.

7.3 Nothing in this clause shall prevent any Scientist(s) registered as a student of University from submitting for a higher degree of University a thesis based on their Results obtained during the Project, provided University 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) in the event that intellectual property rights may otherwise be lost, such thesis is placed on confidential restricted access within the library of University in accordance with its relevant procedures, unless Unilever consents otherwise in writing.

In all events, University 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).

7.4 The Parties acknowledge and agree that:

- (a) University shall procure that any publication of the Results by it and/or Staff shall be carried strictly in accordance with the provisions of this clause 7.
- (b) This clause 7 shall be without prejudice to the confidentiality obligations hereunder to Unilever in respect of any Unilever Confidential Information disclosed pursuant to this Agreement and Results generated by Unilever.

8. Use of Results

8.1 Subject to clauses 4 and 7 herein and provided the rights of Unilever under clause 5 shall not be prejudiced in any way, the Results developed in the Department may be used after the termination of the Project by University for its academic teaching and for further research purposes in the context of their educational role only. In no event shall University 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 said Results before the termination of the Project shall require the prior written consent of Unilever.

8.2 University shall grant, and hereby does grant, to Unilever and its Affiliates a non-exclusive, royalty free, fully paid, indefinite, worldwide, irrevocable, sub-licensable licence to use for commercial purposes any thesis as envisaged under clause 5.3.

8.3 Except as expressly provided for in the further provisions of this Agreement, no licence or other rights are hereby granted or implied to University or to any third party in respect of any Unilever Background Intellectual Property or intellectual property rights.

9. Term and Termination

9.1 This Agreement shall come into effect on the first date written above and shall remain in force for the term of this Agreement as set forth in Schedule 1 hereto (the "Term") unless earlier terminated pursuant to this clause 9 or extended in writing signed by the Parties.

9.2 This Agreement may be terminated upon written notice at any time by Unilever:

- (a) by upon thirty (30) days written notice to University if the Scientist(s) are not appointed as envisaged in clause 2.3.

- (b) upon thirty (30) days written notice to University if programme of work to be conducted pursuant to clause 2.6 fails to satisfy the prescribed standards.
 - (c) upon sixty (60) days written notice to University if the Scientist(s) cease to work on the Project or the Supervisor ceases to supervise the Project and a mutually acceptable substitutes for the foregoing cannot be found within a period of four (4) months from the start of the vacancy.
 - (d) upon sixty (60) days written notice to University that the Agreement is to terminate pursuant to this clause 9.2(d).
 - (e) 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 this Agreement.
- 9.3 This Agreement may be terminated immediately upon written notice by either Party if:
- (a) the other Party is in breach of any material obligation or undertaking hereunder and if such breach has not been remedied within thirty (30) days of a notice given in writing by the aggrieved Party.
 - (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).
- 9.4 Where notice to terminate is given by Unilever pursuant to clause 9.2(c), (d) or (e) or by University pursuant to clause 9.3, each of the Parties agrees that:
- (a) Unilever shall be liable only for amounts payable hereunder which have been properly committed by University in the course of the Project prior to termination.
 - (b) University 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.
- 9.5 If this Agreement is terminated pursuant to clause 9.2(e) only, Unilever shall make a payment of an amount commensurate with University's efforts being not more than the amount payable for said next Milestone. Any further payments shall be at Unilever's sole discretion.
- 9.6 Notwithstanding any other term hereof, the Parties agree that in no event shall Unilever's payment obligations hereunder exceed that otherwise payable in clause 3 where this Agreement has been terminated under clause 9 and that Unilever shall have no liability whatsoever relating to any termination, cancellation and/or suspension of Project or this Agreement save as provided in clause 9.4 and clause 9.5. Any payments beyond that required by clause 9.4 and clause 9.5 shall be at Unilever's sole discretion.
- 9.7 If this Agreement is terminated as provided herein, University shall promptly refund to Unilever all payments received hereunder which have not been properly and irreversibly committed by University at the date of termination. For any money paid but non-refundable under the previous sentence, the Parties shall in good faith agree on an alternative programme of work appropriate to the size of the non-refundable sum.

9.8 Expiry or termination of this Agreement for any reason shall not affect the rights and obligations of the Parties accrued prior to expiry or termination, and shall not affect rights or obligations which expressly or by implication are intended to continue or to come into force on or after such expiry or termination (in particular the provisions of clauses 2.4, 3.4, 4 to 8 inclusive and this clause 9.8).

10. Liabilities

10.1 Neither Party shall be liable to the other Party for any death or injury unless it is caused by the negligence of that Party or its agents, nor shall it be liable to the other Party for any other loss or damage arising from the conduct of the Project or from the use of any Results unless it is caused by its wilful default or that of its agents.

10.2 Subject to the Project being carried out to the standard expected of a leading academic institution, the Parties acknowledge that:

(a) University does not warrant that the Project will lead to any particular result in the Project, nor is the success of the Project guaranteed;

(b) University accepts no responsibility for any use which may be made of any work carried out under the 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.

10.3 In no event shall either Party be liable for any pure economic loss, special, exemplary, indirect, incidental or consequential damages arising under or pursuant to this Agreement, even if said Party, their Affiliates or their employees have been advised of the possibility of, should have known of, or could reasonably have prevented, such damages.

11. Miscellaneous

11.1 University shall procure that the Staff shall confirm for the benefit of Unilever their knowledge of and informed agreement to the terms of this Agreement (in particular, clauses 4, 5, 6 and 7).

11.2 During the Term and three (3) months thereafter, University shall use all reasonable endeavours to procure that University and/or the Staff are not involved in any contracts or activities alone or with any third parties that are either: (i) in the area of the Project, or (ii) outside of the area of the 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. University agrees to inform Unilever promptly if University and/or the Staff enters any such a contract or activities.

11.3 Unilever may sell, assign, transfer or in any manner alienate this Agreement as required for the transfer of the whole of this Agreement to a Unilever Affiliate or otherwise in connection with the sale of the business to which the Project relates. University may not sub-contract, sell, assign, transfer or in any manner alienate or encumber its interests, rights or obligations, or any part thereof, in this Agreement without the prior written consent of Unilever, such consent not to be unreasonably refused.

11.4 If any provision of this Agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of the provisions of this Agreement 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.

11.5 Neither Party shall be liable for any breach of this Agreement 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 will as soon as reasonably possible give notice to the other Party of the occurrence and cessation of such event.
- 11.6 The Parties acknowledge and agree that any modification of this Agreement shall not be valid unless in writing and signed by duly authorised officers of both Parties.
- 11.7 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 Agreement 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 Agreement 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 Agreement shall be deemed a waiver as to any subsequent and/or similar breach or default.
- 11.8 All notices, requests and other communications hereunder shall be provided in writing and shall be delivered as relevant to the Unilever Contact or the Supervisor at their respective addresses as indicated in Schedule 1 hereto. Any such notice shall be deemed to have been given when received.
- 11.9 The terms of this Agreement shall constitute the entire agreement between the Parties and shall supersede all previous understandings, oral or written, between the Parties with respect to the subject-matter of this Agreement.
- 11.10 The Schedules hereto shall form part of this Agreement. If there is any conflict between the terms of this Agreement and those of the Schedules, the terms of this Agreement shall prevail. The clause headings in this Agreement are for ease of reference and shall not affect the interpretation of this Agreement.
- 11.11 Unilever shall incur no liability for loss, damage or injury of whatever nature sustained by University except in so far as it arises wholly as a result of gross negligence or wilful default on Unilever's part.
- 11.12 Without prejudice to the right of either Party to seek injunctive or other relief as it considers appropriate, the Unilever Contact and Supervisor shall endeavour to resolve in good faith any disputes or differences arising in respect of the conduct of the Project or any breach of or interpretation of the terms of this Agreement. Where, as part of the foregoing, a dispute is still unresolved within thirty (30) days of first arising, the matter may be referred by either Party to be resolved by a senior manager of Unilever and the vice chancellor of University.
- 11.13 This Agreement and any issues or disputes which may arise out of or in connection with this Agreement (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 English law. The Parties hereby irrevocably submit to the exclusive jurisdiction of the English courts to settle any such dispute or issues.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed:

	UNILEVER	UNILEVER	UNIVERSITY
Signature			
Name	Wim Bosse		
Title	Procurement Manager		
Date			

We acknowledge this Agreement and confirm acceptance of its terms.

Signed: _____

(Scientist: [...**name & address of scientist**...])

Signed: _____

(Supervisor: Dr. V. S. Chandrasekhar Pammi)

SCHEDULE 1**Technical**

Project reference number (PRN)	
Purchase order number (PON)	N.A.
Term of Agreement (clause 9.1)	2010+2011
Department (clause 2.2)	Centre of Behavioural and Cognitive Sciences
University Supervisor (clause 1.1(i))	<p>Name: Dr. V. S. Chandrasekhar Pammi</p> <p>Address: Centre of Behavioural and Cognitive Sciences, University of Allahabad, Allahabad 211002, India</p> <p>Email: cpammi@cbcs.ac.in, vscpammi@gmail.com</p> <p>Tele.: +91 532 2460738</p>
Unilever Contact (clause 1.1(i))	<p>Name: Dr. Krishna Miyapuram and Dr. Liesbeth Zandstra</p> <p>Address: Unilever Research & Development Vlaardingen, Olivier van Noortlaan 120, 3133AT Vlaardingen, The Netherlands</p> <p>Email: Krishna.Miyapuram@Unilever.Com Liesbeth.Zandstra@Unilever.Com</p> <p>Tele.: +31 10 460 6729, +31 10 460 6429</p>
Scientist(s), intended starting dates and term(s) of appointment / grade(s) (clause 2.2)	<p>Dr. V. S. Chandrasekhar Pammi, Reader</p> <p>TBA - Junior Research Fellow</p>
Project	Environmental benefits and product involvement: A case study in India
Objectives of programme of research	<p>Product involvement is an important construct for consumer behaviour and is linked with consumer decision making styles. The aim of the current research is to find the relationship between product involvement and environmental benefit of saving water in laundry processing. Laundry is commonly done via hand washing in many households in India. During the laundry process, there is extensive use of water, which is a major environmental issue in India. Furthermore,</p>

	<p>consumers have high involvement with the product due to significant interaction with the product during the hand washing process. The objectives of this research are:</p> <ol style="list-style-type: none"> 1) To develop a method of quantifying the utility of different environmental and primary benefits for low and high involvement products. 2) To identify the trade-off's between product-cues and immediate benefits for low and high involvement products. 3) Validation and comparison of existing and new methods and models of temporal discounting involving trade-off between immediate and delayed environmental benefits and primary benefits.
<p>Work Plan</p>	<p>The work plan is divided into three phases.</p> <p>Phase 1 - Prerequisites: This phase involves agreement on proposal and contract setting up, preparation of experimental design and agreement, preparing stimuli, programming, and ethical approval. A qualified Junior Research Fellow will be appointed by the University. Regular updates (at least once every 3 months) on progress on these will be provided by the University to Unilever.</p> <p>Phase 2 - Pilot testing: The first objective is to develop a method of quantifying the utility. This will be based on neuroeconomics approach. During pilot testing, different questionnaires will be tested for product involvement and consumer decision making styles. Based on the outcomes of pilot testing, the experimental design and /or the stimuli will be adapted accordingly. An interim short report will be prepared by the University.</p> <p>Phase 3 - Main testing: The focus of this phase will be to fully achieve the following deliverables:</p> <ol style="list-style-type: none"> 1) Development of utility curves for different immediate and delayed environmental and primary benefits and the interaction with product involvement (low vs. high). 2) Comparison of different models of temporal discounting for trade-off between immediate and delayed rewards. <p>An interim short report will be prepared based on the outcomes of the main study (deliverable 1 above). A full final report will be prepared including the results from pilot test, main test and comparison of different models (deliverable 2).</p>
<p>Dates for and formats of interim reports by University to Unilever (clause 2.5).</p>	<p>Progress Report (at least once every 3 months) via email in addition to the reports mentioned below.</p> <p>Short Report (at end of Pilot testing – see milestones in schedule 2). This will include appropriate literature review and rationale for the experimental design. Materials and Methods for Pilot testing, Results,</p>

	<p>Conclusions and recommendations for main study.</p> <p>Short Report (at end of Main study – see milestones in schedule 2). This will include a brief link between the pilot testing and the main study, description of materials and methods, results and discussion.</p> <p>A final report will be compiled taking different sections from the interim short reports and comparing different models. Parts of this final report will be written in the format such that they can be directly used for a journal publication.</p> <p>If results are interesting, the results will be compiled, excluding any confidential information, for a journal publication and submitted by a date to be agreed with Unilever.</p>
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SCHEDULE 2

Financial

1. **Part A: Level of Funding**

Unilever's total funding commitment under this Agreement shall not exceed the following amount:

Unilever's Total Funding Commitment pursuant to this Agreement (excluding VAT)	588,960 Rupees (Approximately 10,000 Euro)
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For the avoidance of doubt, the foregoing shall include all travelling and other expenses unless otherwise agreed under clause 3.2 hereof.

Said amount shall be allocated to the following cost headings:

Item	Funding (in Rupees)
Programming	40,000
Junior Research Fellow (Research Assistant)	260,000
Consumables	40,800
Field work	55,000
Equipment (e.g. Desktop/ Laptop / Printer)	95,000
Total	490,800
Mark up – University Overhead (20%)	98,160
Travelling and other expenses (excluding VAT)	N.A.
Grand Total (excluding VAT)	588,960

If any of the above amounts are allocated (to any extent):

- (a) to the payment of salary or maintenance grant for the scientist(s); or
- (b) to the payment to University of tuition fees chargeable in respect of the scientist(s) which tuition falls within the scope of the Project,

the funding commitment shall be adjusted to correspond with any nationally agreed change in the applicable salary scale or maintenance grant and/or with any change in such tuition fees if such change is expected but not quantified at the time of signature of the Agreement, and takes effect while the salary of the scientist(s) is so funded. It is a condition precedent to Unilever's funding commitment that University shall have notified Unilever about any such change and its amount.

2. **Part B: Payment Details**

Subject to the conditions set forth in the Agreement, Unilever shall make payment pursuant to clause 3.1 as and to the extent set forth hereafter provided the relevant Milestones as set forth hereafter shall have been fully attained:

Expected date	Milestones	Funding
End September 2010	Contract Signing up	Rs. 196, 320
End January 2011	Progress report of Phase 1 including updates in progress on Experimental design, Ethical approval, Stimuli and programming.	Rs. 196, 320
End May 2011	Interim Report Pilot studies of phase 2.	Rs. 196, 320
End Oct 2011	Interim Report Main studies of phase 3 + Final Report	
Total		Rs. 588,960

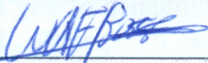
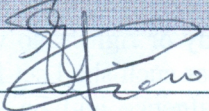
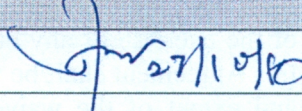
3. **Part C: Invoicing Details**

Payment pursuant to this Agreement shall be made in response to invoices sent by University to Unilever within sixty (60) days of receipt thereof.

All invoices shall quote the project number **VL-2009-0390** and sent to:

Unilever R&D Vlaardingen B.V.
Attn. Finance/External Research & Grants
PO Box 114
3130AC Vlaardingen
The Netherlands

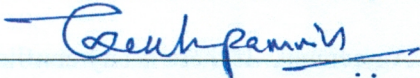
IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed:

	UNILEVER	UNILEVER	UNIVERSITY
Signature			
Name	Wim Bosse	R.J. Hamer	Registrar
Title	Procurement Manager	VP Discover	University of Allahabad
Date	01-12-2010	6-12-2010	Allahabad

We acknowledge this Agreement and confirm acceptance of its terms.

Signed: _____

(Scientist: [...name & address of scientist...])

Signed: 

(Supervisor: Dr. V. S. Chandrasekhar Pammi)

Dr. V.S. Chandrasekhar Pammi
Centre of Behavioural &
Cognitive Sciences
University of Allahabad
Allahabad-211 002, INDIA

**Joint Research Initiative – Unilever R&D, The Netherlands and Centre of
Behavioural and Cognitive Sciences, Allahabad, India**

Title: Environmental benefits and product involvement: A case study in India

Project Reference: VL-2009-0390

Time-line of the Project

February - March 2011	<ol style="list-style-type: none"> 1. Contract setting up 2. Agree on proposal 3. Initiation of the project
April & May 2011	<ol style="list-style-type: none"> 1. Identification of stimuli (supplied from Unilever) 2. Recruitment of Junior Research fellow / Research Assistant. 3. Training the project personal, 4. Obtaining Ethics approval from the University
June 2011 & July 2011	<ol style="list-style-type: none"> 1. Preparing stimuli (validating the stimuli supplied by Unilever in the Indian context) 2. Programming the pilot experiment
Aug 2011 & Sept 2011	<ol style="list-style-type: none"> 1. Pilot Data Collection 2. Data Analysis
October 2011	<ol style="list-style-type: none"> 1. First Results obtained 2. Preparation of Interim Report
November 2011	<ol style="list-style-type: none"> 1. Next Steps identified 2. Preparation of additional stimuli (if required) 3. Modification/fresh programming of main experiment
December 2011 & January 2012	<ol style="list-style-type: none"> 1. Main study Data Collection 2. Data analysis
February 2012	<ol style="list-style-type: none"> 1. Final results obtained
March 2012	<ol style="list-style-type: none"> 1. Internal Report 2. Recommendations or comments from the studies conducted part of this project 3. Examining the impact of work and road map for future studies
> March 2012	External Publication

E.H. Zandstra
Unilever R&D Vlaardingen

E.H. Zandstra

Financial Timing of the Project

Expected date	Milestones	Funding
End March 2011	1. Contract setting up, Agree on proposal and Initiation of the project	Rs. 196, 320
End July 2011	Identification of stimuli (supplied from Unilever), Recruitment of Junior Research fellow / Research Assistant, Obtaining Ethics approval from the University, Training the project personal, Preparing stimuli (validating the stimuli supplied by Unilever in the Indian context) and Programming the pilot experiment	Rs. 196, 320
End November 2011	Pilot Data Collection, Data Analysis, First Results obtained, Preparation of Interim Report, Next Steps identified, Preparation of additional stimuli (if required), Modification/fresh programming of main experiment	Rs. 196, 320
End March 2012	Main study Data Collection, Data analysis, Final results obtained, Internal Report, Recommendations or comments from the studies conducted part of this project, Examining the impact of work and road map for future studies	
Total		Rs. 588,960

Efl Zandstra
Unilever R&D Maastricht

Efl Zandstra

Institute / University Account DetailsELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS

* A. DETAILS OF ACCOUNT HOLDER

NAME OF ACCOUNT HOLDER	Registrar
COMPLETE CONTACT ADDRESS	Allahabad, University
TELEPHONE NUMBER/FAX/EMAIL	05322461083


* B. BANK ACCOUNT DETAILS-

BANK NAME	Punjab National Bank
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND EMAIL	P.N.B. Colonelganj Allahabad
IFS CODE OF THE BRANCH	PUNB0100100
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT WITH 10/11/13)	Current A/c
COMPLETE BANK ACCOUNT NUMBER (NEW)	1001002100009880

* Information on the recipient Institute/University only

I hereby declare that the particulars given above are correct and complete.

Date:


 Registrar
 University of Allahabad
 Signature of the competent Authority of the Institute.

Certified that the particulars furnished above are correct as per our records

Date:

Signature of the Authorized Official
 of the Bank (with Bank's Stamp)

