



Education Department
Government of Gujarat

Copyright

Valuation

Trademark

Institute

Creators

INTELLECTUAL PROPERTY GUIDELINES For Academia In Gujarat

Patent

Commercialization

Industrial Design

Research

Licensing



Vijay Rupani

Chief Minister, Gujarat State



Dt. 19/07/2018

apru/Jm/2018/07/19/dt

MESSAGE

Creative youth is an asset to every nation. India has improved its Global Innovation Index significantly in past few years. Young Innovators & start-ups have also contributed significantly for this. Leadership, policy and support system are key drivers for this phenomenal change. Gujarat has been in forefront in promoting strong innovation & entrepreneurship culture across sectors. Our government has taken series of measures across departments to make Gujarat as a hub of knowledge driven enterprise. Right from providing exposure for young innovators to invest in early stage innovation & start-ups, we have been pioneer in creating various government schemes and building institutional mechanism to execute them in effective and sustainable manner.

I am glad to know that **Department of Higher & Technical Education** has developed “**IPR Guideline for Academia in Gujarat**” to ensure systematic efforts around **Intellectual Property Rights** in **Academia**. This comprehensive guideline will help all universities and institutes to further streamline their efforts while supporting innovators and start-ups. I, hereby, congratulate all the stakeholders who have contributed in making this happen and wish all the best to the Education Department for taking a leadership in such endeavor.

(Vijay Rupani)

To,
Smt. Anju Sharma, IAS & Executive Chair Person,
Gujarat Knowledge Society
Commissionerate of Technical Education,
3rd Floor, Block No. 2, Karmayogi Bhavan,
Gandhinagar – 382010.
Email: gksguj@gmail.com



NITIN PATEL
Deputy Chief Minister,
Gujarat State



No.: Finance/R.&B./H.&F.W./M.E./N.,K./C.P.
57/648/18

**Finance, Roads and Building,
Health and Family Welfare,
Medical Education,
Narmada, Kalpasar,
Capital Project**

Government of Gujarat,
Swarnim Sankul-1, 2nd Floor,
Sardar Bhavan, Sachivalaya,
Gandhinagar-382010

Date : 21.07.2018

Message

Gujarat Government has initiated series of initiatives to support Innovators and Start-ups. Our goal is to nurture end to end ecosystem which will help the innovators. Different schemes have been launched to support early stage start-ups in Gujarat. We are committed to ensure that more and more youth become job providers than job seekers after completing their education.

Higher & Technical Education Department, Government of Gujarat is taking bold steps to nurture young students and innovators in the state. Student Start-up & Innovation Policy (SSIP) initiated by it has made significant cultural changes and inspired young students to become innovator. I am delighted to know that, the department has now come up with a comprehensive guideline for intellectual property (IP) creation, protection & exploitation. This "Intellectual Property Guideline for Academia in Gujarat" will be a handy tool for all colleges and universities in the innovation support process.

I am happy to see that each stake holder in our ecosystem is actively participating for developing holistic support system. Leveraging both top down policy interventions by State government and bottom up grassroots level activities at each university and institute, we are confident that Gujarat could be the number one state towards supporting innovation & start-ups in near future.

I congratulate Higher & Technical Education Department for creating this guideline which will bring further momentum in efforts and impact.

NZ Patel
(Nitin Patel)

Resi. : Minister's Bungalows No. 20, Sector-20, Gandhinagar-382020
Ph. : 23259706, 23232491, 23221891 Vidhansabha : 079-23253194/23251058
Office : 079-23250106 to 23250110, 23238072-23248007 Fax : 079-23257616
E-mail : deputycmguj@gujarat.gov.in, nitinpateldycm@gmail.com



BHUPENDRASINH CHUDASAMA



No. Edu(P&S), H&T, L&J, L&P/ 7201
Minister,
Education (Primary, Secondary and Adult),
Higher and Technical Education,
Law and Justice,
Legislative & Parliamentary Affairs,
Salt Industry, Cow-Breeding and Civil Aviation
Government of Gujarat,
Swarnim Sankul-1, 2nd Floor,
Sachivalaya, Gandhinagar-382 010

Date : **11 6 JUL 2018**

MESSAGE

Government of Gujarat is not only implementing flagship programs of central government related to innovation and entrepreneurship but also making own strategy to take leadership in championing new endeavors. Towards supporting the "Start-up India" vision of Honorable Prime minister Shri Narendra Modi, Gujarat has taken bold steps. Our Higher & Technical Education Department has created special mandate for promoting culture of innovation & start-up across all universities in state through Student Start-up & Innovation Policy, SSIP. We have created a detailed roadmap through this policy on how to create end to end support system for early stage innovation & enterprises coming out of academia.

To fulfil the above goal we have intervened in various ways like giving seed grants to innovators, capacity building of all stakeholders, open innovation models, setting up state level Innovation Hub, creating maker/fabrication labs and many more. When a creator creates new things in any form, it is imperative that at the end it should benefit the larger mass effectively while benefiting both innovator and society. Creator and innovator need to leverage suitable mechanism to protect their intellectual property to optimize its value creation. In line with national IPR policy mandate, our Higher & Technical Education Department has developed this unique framework of "IP Guideline for Academia in Gujarat" which will further boost creative minds.

I am happy to share that, we are taking systematic and step by step approach for creating policy mandate and support mechanisms catering to every stage of innovation, student start-up needs. This guideline is another unique feather amongst our top down push for promoting student innovation & entrepreneurship covering over 1.4 million students across 65 plus universities in Gujarat. I am confident that each university, institute will effectively leverage this while carrying forward their bottom up efforts so that collectively we can create one of the best ecosystem of academic innovation & entrepreneurship involving vast pool of young minds and allied stakeholders.

I wish all the ecosystem stakeholders my very best who are making tireless efforts and contribution in making Gujarat one of the lead state in innovation & entrepreneurship.

(Bhupendrasinh Chudasama)

Office Phone : (+91) 079-23250116 to 23250119, 23238076, 23243389 Fax : (+91) 079-23250120

Residence: Bungalow No. 10, Minister's Residence, Sector-20, Gandhinagar

Ph. (R) (+91) 079-23259600 to 23259603, 23222617

E-mail : min-education@gujarat.gov.in & bhupendrasinhm@gmail.com



Anju Sharma, IAS

Principal Secretary Higher & Technical Education



**Education Department
Government of Gujarat**
Block No. 5, 8th Floor,
Sardar Bhavan, New Sachivalaya,
Gandhinagar-382 010

Date : 13 JUL 2018

MESSAGE

In the era of knowledge economy, each nation is trying to harness creative potential of its citizen and particularly youth for national development. As more than 65% population in our nation is below 35 year old, it's even more relevant to harness creative potential of our youth across our universities. India has taken number of significant steps and launched programs in recent past like Start-up India, Make in India and similar interventions. Catering to the need of creating an end to end Innovation & start-up ecosystem in the nation, various macro and micro level initiatives have been initiated like creating incentives, institution building, infrastructure through dedicated policy mandates. National IPR policy is such a step to enable a conducive environment for successful creation and exploitation of knowledge and knowledge driven enterprises.

Higher & Technical Education, Government of Gujarat has taken many steps towards the above and created a dedicated mandate "Student Start-up & Innovation Policy, SSIP" to harness creativity and innovation. By now we have made persistent efforts to create a culture of creativity across campuses and many student innovators and start-ups are leveraging SSIP resources in various forms. It's seen that many young innovators are creating Intellectual Property out of their research, creation across universities. To provide them necessary support related to IPR and allied means in suitable and effective manner, Department of Higher & Technical Education has come up with this "Intellectual Property Guideline for Academia in Gujarat". This broad guideline is a framework which will inspire all stakeholders to make systematic efforts at all layers for promoting & practicing creative pursuit.

This Intellectual Property Guideline is a framework evolved looking at the needs at grassroots level and enabling mechanism which can best suit to academia in Gujarat. This will motivate young innovators, creators and researchers across institutes and universities in Gujarat to do focused efforts and envisage in converting research to revenue while creating socio-economic impact at large. The guideline has clearly mentioned broad roadmap of IP management in academia in the context of State Higher & Technical Education System, interventions, institutional mechanism & incentives to create win win situation for creator and end beneficiary.

We are confident that while SSIP policy has created a broad cultural change in student innovation & start-up culture in the state through wide range of support system, this IP guideline will add fillip to the entire ecosystem development approach. The guideline is a culmination of wide range of inputs and insights from creators to enablers to ensure that it best suit to our context. This will serve the need of academia at large covering various type of universities and institutes.

I am confident that while Gujarat has taken lead in student start-up & innovation movement in the country through SSIP, this IP guideline framework will go a long way in making Gujarat one of the lead state in promoting innovation, IPR and knowledge driven entrepreneurship.


(Anju Sharma)



प्रो. अनिल डी. सहस्रबुद्धे
अध्यक्ष
Prof. Anil D. Sahasrabudhe
Chairman



अखिल भारतीय तकनीकी शिक्षा परिषद्

(भारत सरकार का एक कार्मिक विभाग)
(मानव संसाधन विकास विभाग, भारत सरकार)
नेल्सन मंडेला मार्ग, वसंत कुंज, नई दिल्ली-110070
दूरभाष : 011-26131498
ई-मेल : chairman@aicte-india.org

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION
(A statutory Body of the Govt. of India)
(Ministry of Human Resource Development, Govt. of India)
Nelson Mandela Marg, Vasant Kunj, New Delhi-110070
Phone : 011-26131498
E-mail : chairman@aicte-india.org

MESSAGE

Towards making a new India, 'Start-up India' is a timely call given by Honorable Prime Minister of India on 15th August 2015 from the red fort. Soon after various path breaking steps have been taken at both national and state level. AICTE has created national student start-up policy to cater the need of over 8 million students over 10000 plus colleges. This was launched at the hands of the then Hon'ble President of India, Shri Pranab Mukherjee on 16th Nov 2016 at Rashtrapati Bhavan. We believe that given a platform and conducive ecosystem, young creative students can do wonder in knowledge creation and exploration while creating new products and services.

Higher & Technical Education Department of Government of Gujarat has taken leadership in creating comprehensive strategy and implementation roadmap for developing a robust pre incubation ecosystem across academia in the state of Gujarat. The Student Start-up and Innovation Policy (SSIP) developed by it is a bench mark for all states. Such policy Interventions will bring long term impact and add significantly towards local ecosystem development.

Academia is moving from traditional practice of teaching learning, research mode to entrepreneurial mode globally. MIT, Stanford and many more universities globally have shown the new paradigm that knowledge creation and creating value through innovation and entrepreneurship is a new mantra. Some Indian universities have also started taking steps towards similar endeavor. At such a juncture, the roadmap developed by Higher & Technical Education Department of Gujarat, "IPR Guideline for Academia in Gujarat" is quite important to guide all colleges and universities in the state. This will be a reference for all universities in the state to adopt a suitable Intellectual Property (IP) strategy for helping students, innovators and start-ups.

The guideline gives a long term vision on how the state of Gujarat wishes to nurture innovation and IP based knowledge driven enterprises coming out of academic research spin offs. I congratulate the State Higher & Technical Education Department and particularly leadership at Education Department for taking a lead in introducing various support systems for student innovators and start-ups in Gujarat. I am confident that these efforts will be a benchmark nationally in days to come.


(Prof. Anil Sahasrabudhe)



K. K. Nirala, IAS
Director



Directorate of Technical Education

Block No. 2, 6th Floor,
Karmayogi Bhavan,
Sector-10-A,
Gandhinagar - 382 010,
Gujarat, India

16 JUL 2018

MESSAGE

Globally innovation & entrepreneurship are two key tools for making nations prosperous and inclusive. The core of entrepreneurship is innovation while problem solving is the pre cursor of every innovative solution. In fact creativity play a critical role in enabling the entire value chain of innovation and start-ups. Considering the above facets, Education Department, Government of Gujarat has created Student Start-up & Innovation Policy (SSIP) with resource commitment of 200 crores for five years.

While implementing the policy at ground level it was found that huge number of young innovators are trying to create value through their relevant and excellent research. SSIP mandates to support IP creation, protection & exploitation at all layers in academia so that research to revenue and mind to market journey is enabled and accomplished effectively. Through the state policy financial grant has been allocated to help innovators and start-up for the above.

To achieve the above goal and create wider impact, Education department has come up with a comprehensive guideline "Intellectual Property (IP) guideline for academia in Gujarat". Different academic institutes and universities are doing efforts at different level for student innovation & start-ups. This guideline will be a handy tool for each of them to create a progressive strategy at their respective institute, university level. It may happen that some academic establishments might have done some early efforts in innovation, IPR and allied areas, but this framework will further legitimizetheir efforts.

I am happy to observe that already our institutes are trying very hard to help young creators and appeal them to design both short term and long term plan to harness all such state level support through various policies. Setting up IP cell, IPFC centers and similar recommendations through this IP guideline will also empower our institutional mechanism. The broad guideline is not only a guiding point for universities but it has laid out clear roles and responsibilities for all stakeholders associated with academic innovation and start-up ecosystem. This will make our entire effort inclusive and enriching.

At this outset, I would like to thank all the contributors in developing such a wonderful framework for entire academic community in the state and wish to see that every innovator, creator get point of need support from each of us.

K.K.Nirala
K.K.Nirala

Table of Contents

1.	Preamble	01
2.	Objectives	02
3.	Scope	03
4.	Definitions	04
5.	IP Guidelines Implementation Roadmap	10
5.1	Institutional Mechanism	10
5.1.1	State Intellectual Property Facilitation Center (IPFC)	10
5.1.2	University Intellectual Property Facilitation Center (IPFC)	11
5.1.3	College level IP Cell	12
5.2	IP Creation	13
5.2.1	Responsibilities of stakeholders	13
5.2.2	Managing of IP	17
5.2.3	Record keeping	21
5.2.4	Assessment of Innovations and filing of IP applications	22
5.2.5	Authority of contracts	22
5.3	IP Ownership	23
5.3.1	IP generated by student	23
5.3.1.1	IP generated with non-significant usage of Institute resources	23
5.3.1.2	IP generated with significant / substantial usage of Institute resources	23
5.3.1.3	IP generated with collaboration efforts	23
5.3.2	IP generated by faculty members	25
5.3.3	IP generated by 'work made for hire' people / Research scholars	25
5.4	IP Assignment	26
5.4.1	Assignment by Creators	26
5.4.2	Assignment by Institute	26
5.5	IP Administration	27
5.5.1	IP Protection: Role of Institute	27
5.5.2	IP Exploitation	28
5.5.2.1	Benefits	28
5.5.2.2	Responsibilities of Creators	29
5.5.2.3	Administrative responsibilities of Institute	29
5.5.2.4	IP Licensing and Commercialization	30
5.5.2.5	Profit sharing among stakeholders	33
5.5.2.6	Infringements, damages, liability, insurance and dispute resolution between parties	34
6.	Annexure	35

1. Preamble

Innovation is the key for every economy to grow, and innovation takes place at every layer of the society. Government of India has declared 2010-20 as the decade of innovation to unleash the creative potential of every Indian.

An innovator/inventor in general identifies an issue or a problem existing/anticipated in the economy or around him/her and tries to solve it not only by coming up with new product, system process or institutional mechanisms but by also identifying the use of existing resources/tools and devising mechanism to implement the solution.

Multiple mechanisms help in promoting innovation such as incentives provided to the creators in the form of recognition, reward, privilege and similar means. However, the most critical aspect is safeguarding the IP rights of creators. It is a widely used tool to promote academia-industry partnerships, and they can provide the necessary incentives to facilitate an effective transfer of technology.

The Union Cabinet has approved the National Intellectual Property Rights (IPR) Policy on 12th May, 2016 that shall lay the future roadmap for IPRs in India. The Policy recognizes the abundance of creative and innovative energies that flow in India, and the need to tap into and channelize these energies towards a better and brighter future for all.

In today's time, intellectual properties like patents, brands (trademarks), designs, other creative artistic work and innovative products are often more valuable assets than physical assets.

Stimulating the flow of ideas and inventions from institutes to the marketplace aims to benefit society through new products, processes, jobs and economic growth. Looking forward in providing the support for knowledge creation and exploitation, the Education Department, Government of Gujarat has developed these guidelines to provide an environment for open dissemination and discussion of ideas along with encouraging institutes to become key players in maintenance and exploitation of Intellectual Property through successful collaboration between academia and allied stakeholders for IP exploitation.

Under Student Start-up & Innovation Policy (SSIP), IPR strategies for academia has been given special focus. Various kinds of incentives including financial grant have been put in place to support such endeavor. To effectively leverage the same, the IP guidelines has been developed so that the creators benefit optimally. The central theme is to create win-win situation for creators and end beneficiary.

This Intellectual Property document (hereinafter referred as "The IP Guidelines") of Education Department provides a framework to academic and non-academic staff, students, research scholars and outside agencies to protect the Intellectual Property and it addresses ownership, revenue sharing, licensing, technology transfer and confidentiality requirements. These guidelines are framed to fulfill the commitment of Education Department to promote, guide and provide favorable environment in academia for knowledge creation and exploitation to develop new innovation and enterprises while creating public and private goods.

2. Objectives

The major objectives of the IP guidelines by Education Department are:

- I. To develop an ecosystem to support IPR needs, and to give best potential to all stakeholders (researchers, students, public at large) to have access to the IP for their specific purposes at an affordable cost.
- II. Contribute significantly towards making Gujarat a leader in knowledge economy by taking systematic steps in long term. It aims to contribute with substantial outcome to see Gujarat among top leading states in India in the IP domain.
- III. To make efforts for significantly contributing towards achieving key goals of National IPR policy 2016 through academia and allied stakeholders in Gujarat.
- IV. To set up IP facilitation centers in academia to help/support the students, innovators, research scholars and employees in institutes and key regions of Gujarat to facilitate IP filing and help in monitoring the IP activities.
- V. To see and facilitate that our academia and industries co-create new IP and successfully exploit them to add to state and national competitiveness.
- VI. To create, protect IP and facilitate the commercialization of IP and to stimulate innovation by providing a favorable environment to the academic stakeholders across institutes, student innovators and start-ups based out of academia in Gujarat.
- VII. To provide economic support to creator and Institute for creation and successful exploitation of new IP.
- VIII. To protect, watch out and supervise IP rights in a way that it is protected legally against unauthorized use.
- IX. To create favorable environment so that more and more IP based, Innovation driven student start-ups emerge out of SSIP (Student Startup and Innovation Policy) and allied support systems.
- X. To conduct seminars, conferences, lectures and training programs in the academic institutes on IP for creating awareness among students and academic staff. To increase IP literacy amongst all institutes so that creators can optimally benefit.
- XI. To set up State level IP cell under SSIP (Student Startup and Innovation Policy) to facilitate, monitor and help in coordinating the decentralized IPR efforts across academia in Gujarat.
- XII. To make a strategy to promote open source IP and open innovation models so as to accelerate the pace of innovation by letting creators and end users benefit inclusively from such a platform being used.
- XIII. Evaluating the implications of this guideline at periodic intervals so that it can further add value while catering to the contemporary needs of innovation and start-up ecosystem around academia. To establish matrix and reporting guidelines for documenting and measuring innovation and the start-up ecosystem.

3. Scope

The IP guidelines are recommended to all stakeholders in State Universities, Government, Government aided and other Student Start-up & Innovation Policy (SSIP) beneficiary institutes under Higher and Technical Education Department in Gujarat. This will cover programs like diplomas, bachelors, masters, doctoral and Postdoctoral fellows in the institutes and other activities not limited to literary work, artistic work, research work, electronic courseware, computer programs, electronic circuits etc., trademarks and trade secrets in the state of Gujarat.

The Education Department will assist in protecting the Intellectual Property Rights of creator through prevailing laws of territory.

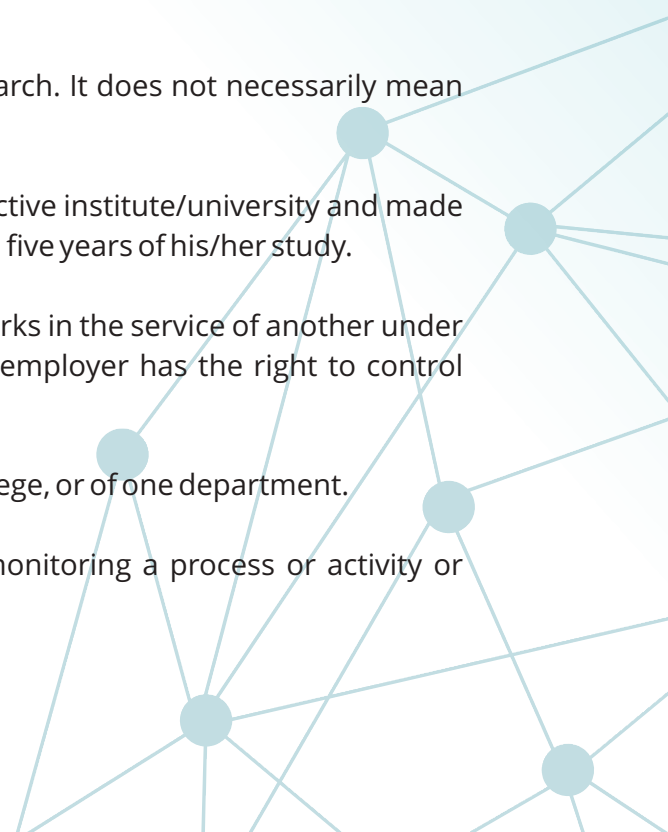
Furthermore, it is not a limited approach, but extending to IP creation, protection, maintenance and commercialization of IP, providing training, dispute resolution, IP administration, increasing IP literacy and awareness through setting up of State and Institutional IPFC (Intellectual Property Facilitation Center).

These guidelines mandates for IP facilitation and exploiting other means to harness value from the innovation, creation of student innovators and startups in India and other jurisdictions.



4. Definitions of The Terms Used in These Guidelines

- 1. Intellectual Property:** The term “Intellectual Property” used herein broadly means any property generated out of the intellectual effort of the creator, either having proprietary value or protected by statute. In the case of copyrightable work, it must be fixed in a tangible form, and the creator or rights-holder is empowered by law to prevent others from copying this form. *Intellectual property includes: Patents on new and useful scientific or technical advancement by way of innovations, discoveries, processes, computer hardware and software, unique materials, machines, devices, instruments, apparatus, circuits, plant varieties, semiconductors, etc. Copyright in industrial and architectural designs, models, engineering drawings, print publications, thesis, sound recordings, multimedia work, integrated circuit layout designs; computer software, animations and visualizations, information technology products and processes including hardware and software features, original innovative or creative or artistic works and their derivatives or adaptations, whether dramatic, musical, literary works, works of graphic or plastic art and cinematographic and animated films, teaching material for classroom and online courses such as courseware for distance education, original data and records of research, and undisclosed and/or unpublished information, etc.
- 2. Patent:** A patent is a set of exclusive rights granted by a sovereign state or intergovernmental organization to an inventor or assignee for a limited period of time in exchange for detailed public disclosure of an invention. An invention is a solution to a specific technological problem and is a product or a process. Patents are a form of intellectual property.
- 3. Copyright:** Copyright is a legal term used to describe the rights that creators have over their literary and artistic works. Works covered by copyright range from books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings.
- 4. Industrial design:** An industrial design constitutes the ornamental or aesthetic aspects of an article. A design may consist of three-dimensional features, such as the shape or surface of an article, or of two-dimensional features, such as patterns, lines or color.
- 5. Trademarks and service marks:** Trademarks and service marks mean distinctive words, name, graphics, symbols or logos or a combination thereof, adopted and used to identify the source of goods and distinguish them from those manufactured or sold by others.
- 6. Stakeholders:** A person, group, institution, organization, member, third party or system that affects or can be affected by these guidelines.
- 7. Owner:** The person in whom the ownership, dominion, or title of Intellectual property; proprietor is vested. He/she who has dominion on IP, in which lies a right to enjoy, maintain, assign, commercialize or license it, as far as the law permits, unless he/she be prevented by some agreement or covenant which restrains his/her right.

- 8. Creator:** Creator refers to an individual or a group of individuals at the Institute, who make, conceive, author, or otherwise make a substantial intellectual contribution to the creation of any intellectual property. Creator includes an inventor, innovator in the case of innovations under Patent Law, an author in the case of works falling under the Industrial Designs Law and/ or Copyright Law.
- a. Inventor:** One who finds out or contrives some new thing; one who devises some new art, manufacture, mechanical appliance, or process; one who invents a patentable contrivance.
 - b. Innovator:** One who develops new ways in either form, feature, function or any of their combination to an existing product, process or system while creating value for end users.
 - c. Author:** One who produces, by his/her own intellectual labor applied to the materials of his/her composition, an arrangement or compilation new in itself.
- 9. Institute:** An organization having a particular purpose, especially one that is involved with science, education, or a specific profession. The college and University both come under the institute for this guideline.
- a. University:** A university is an institution of higher education and research which awards academic degrees in various academic disciplines. Universities typically provide undergraduate education and postgraduate education.
 - b. College:** An Educational institution or establishment/affiliated to a university which is, in particular, involved in providing higher education or specialized professional / vocational training.
- 10. Party/parties:** A person concerned or having or taking part in any affair, matter, transaction, or proceeding, considered individually. The term "parties" includes all persons who are directly interested in the subject-matter in issue, who have a right to make defense, control the proceedings, or appeal from the judgment. Strangers do not possess these rights.
- 11. Research Scholar:** Scholars who are carrying out research. It does not necessarily mean that they should be registered in Ph.D.
- 12. Alumni:** Student who completed his/her study in respective institute/university and made an application for assistance under this guidelines within five years of his/her study.
- 13. Employee/Staff:** An employee/staff is a person who works in the service of another under express or implied contract for hire, under which the employer has the right to control details of work performance.
- 14. Faculty member:** All teaching staff of a university or college, or of one department.
- 15. Supervising teacher/Guide:** Person regulating and monitoring a process or activity or tasks in academic, research and allied activity.
- 

- 16. Mentor:** An expert and trusted advisor from either academia or industry who advises/assists for specific need of creator, inventor, innovator over a period of time.
- 17. Startup:** An entity (Private Limited Company or Registered Partnership Firm or Limited Liability Partnership) shall be considered a "Startup" – a) Up to 5 years from the date of its incorporation/ registration, and b) If its turnover for any of the financial years has not exceeded INR 25 Crore, and c) It is working towards innovation, development, deployment or commercialization of new products, processes or services driven by technology or Intellectual Property. The entity should not have been formed by splitting up or reconstruction of a business already in existence. A proprietorship or a public limited company is not eligible as startup. A one-person company, being a private limited company is entitled to be recognized as a 'startup'.
- 18. Student Startup:** Startup is any student-led innovation based startup that has been founded by the efforts of one or more student(s) and / or alumni (not more than 5 years from graduation), from any university educational institute in the state, with or without the help of faculty guides and external support agents.
- 19. Committee:** In practice, an assembly or board of persons to whom the consideration or management of any matter is committed.
- 20. Authority/Authorized body:** In contracts, the lawful delegation of power by one person to another. In the English law relating to public administration, an authority is a body having jurisdiction in certain matters of a public nature.
- 21. Work made for hire:** A work created by a citizen in the fulfillment of tasks assigned to him by a legal entity or other organization is a work created in the course of employment. If the parties agree in a written instrument signed by them, then that work shall be considered a work made for hire. Works created under a contract of employment or apprenticeship (Contract of Service):
- a. Contract of employment:** Verbal or scripted, implied or expressed, contract detailing terms or conditions based on which a worker agrees to perform specific duties as guided and commanded by the employer, for an accorded salary or wage. Whether it is mentioned or not in this contract, the employer and employee can only make lawful, reasonable demands towards each other and they should have mutual confidence and trust. Every employee is obliged to perform assigned tasks and follow the employer.
 - b. Contract for Service:** Verbal or scripted, implied or expressed, contract detailing terms or conditions based on which a person agrees to perform specific tasks assigned to him/her as detailed in the contract for a specific purpose
- 22. Guarantor:** A person duly capable to enter in to contract who guarantees the performance of contract for legal accountability.
- 23. Significant use:** An invention/innovation, software, or other copyrightable material, or tangible research property will be considered to have been developed making significant use of institute funds or facilities if:

1. IP was developed using reasonable amount (not just token amount) of Institute funds paid specifically to support the development of that IP/research project and not arriving after the creation of IP as recognition or award.
 - a. In case of funding made available to the creator in the form of grants, contracts or awards from external sources/sponsoring body (excluding Government), the rights lies with the 3rd party to decide its consideration as significant or non-significant contribution of institute (implied with ownership decision)
 - b. In case of grants provided by Government under SSIP or other scenarios, it will not be considered as significant contribution of institute.
2. IP was developed making extensive use of equipment or machines, dedicated and purchased exclusively for the project.

Non-significant use:

Generally, an invention, software, or other copyrightable material, or tangible research property will not be considered to have been developed using institute funds or facilities if:

1. Only a minimal amount of research funds has been used; and
2. The Intellectual Property has been developed outside of the assigned area of research of the inventor(s)/author(s) under a research assistantship or sponsored projects.
3. Resources not considered significant:
 - a. Utilization of routine facilities and equipment of the institute - office, laboratories, library, machine shop facilities, normal online storage and traditional desktop/ personal computers which are commonly used/shared for academic purpose.
 - b. Extensive use is not considered significant if it is commonly available to all students, faculty members or professional staff.
 - c. Use of a specialized facility for routine tasks.
4. The development has been made on the personal, unpaid time of the inventor(s)/author(s).

24. Ownership: The complete dominion, title, or proprietary right in a thing or a claim.

25. Assignment: transfer of rights or title in intellectual property in writing.

26. Know-how: refers to the knowledge, innovations, practices, expertise, processes or procedures, and secrets of individuals regarding the use of material, product or resource, or the practice of a method for a particular purpose.

27. Moral right: (a) The right to claim inventorship/authorship of a work, and (b) The right to restrain or claim damages with respect to any distortion, mutilation, modification, or other act in relation to the said work if such distortion, mutilation, modification, or other act would be prejudicial to his/her honour or repute.

28. Major claim: Claims mentioned by the creators in the IP filing document while expressing the attributes of the creation which covers critical aspects of novelty, utility and inventive steps.

29. License: In the law of contracts, a permission, accorded by a competent authority, conferring the right to do some act which without such authorization would be illegal, or would be a trespass or a tort. Also it is the written evidence of such permissions.

30. Non-exclusive license: A license that grants several licenses within the same industry, the same rights to an intellectual party at the same time or consecutively.

31. Exclusive license: Certified allowance of another person or entity to conduct other specified activities in a different specified area or industry for a specified amount of time, involving different specified goods and/or services. As long as some aspect of what is allowed differs from one license to another, the exclusiveness of the license is met by the licensor or issuing agency. Copyright laws are an example of this type of license. The writer/owner has exclusive rights to market the written content. This does not prevent other writers from having the same rights, but to their own written content.

32. Technology transfer:

1. Assigning technological intellectual property that is developed in one place and sending it to another by legal means.
2. Process of turning technological and scientific advances into a marketable service or a good.

33. Agreement: A mutual understanding between two or more persons about their relative rights and duties regarding past or future performances; a manifestation of mutual assent by two or more persons.

34. Express agreement: A contract between parties that lets them declare intentions and bind them under the contract.

35. Non-Disclosure Agreement: A binding agreement between individual, group of individuals, entity and/or entities where either one party or all parties agree to not to disclose information that may be exchanged between the parties that is confidential in nature and to treat specific information as a trade secret.

36. Consent: A concurrence of wills, express consent which is directly given, either *lira voce* or in writing. Implied consent is that manifested by signs, actions, or facts, or by inaction or silence, which raises a presumption that the consent has been given.

37. Prior Informed Consent: A written form of consent signed by concerned people/organization before the commencement of work/project.

38. Fair use: The purpose of the use allowed by law so that limited portions of a work can be copied for non-commercial work and academic work without taking the right holder(s)' permission. This is the amount of copying allowed by law so that copyright shall not be

strangled held on the progress of human knowledge. Limited portions of a work can be copied without the rights holder(s)' permission for non-commercial and academic uses, although the exact permissible percentage may have to be determined by the courts. In general, use of a small part of a work which does not hurt the present or potential market for that work is allowed under fair use, but there are many grey areas where the law has to be decided on a case-by-case basis. Fair use in the classroom during regular teaching is understood more liberally than that permissible in teaching for distance education multimedia packages. This is because distance education packages are commercial products and hence permission has to be sought for the use of any Intellectual Property held by others which might be quoted or reproduced in the package. The possibility of fair use exists only in the case of copyright and does not apply to patents.

39. Massive joint work: Collective works where the inventorship/authorship cannot be attributed to few creators or persons only where the outcome is a result of simultaneous or sequential contributions over time and space by wide range of stakeholders.

40. Open innovation: A distributed innovation process based on purposively managed knowledge flows across organizational boundaries, using pecuniary and non-pecuniary mechanisms in line with the organization's business model. Open innovation is generally carried out by:

- a. Networking and crowd sourcing (Hackathon model is one such example)
- b. Collaboration and R&D alliances, could be under the form of a research joint venture or an R&D project
- c. Creating independent spin-offs dedicated to the development of a new project
- d. Licensing
- e. Being part of a patent pool

41. Open source: Technology, process, product, expired/off patents or scholarly works that can be accessed, modified and redistributed for free (non-exclusive). However, open source software may often include restrictions on re-sale (non-commercial).

Open source software: Software that can be downloaded, modified and redistributed for free. However, software often includes restrictions on re-sale.

42. Pre-emption rights: A right set in contracts, allowing a party go gain the first opportunity for purchasing a property or article, before it is put up for sale.

43. Non-confidential disclosure includes:

- Disclosure at an international exhibition
- Disclosure in a journal, book, poster or other publication
- Disclosure via a website or other electronic means
- Disclosure through oral presentation
- Disclosure to someone (for example, a potential investor) who is not under an obligation to keep the information confidential



5. IP Guidelines Implementation Roadmap

5.1 Institutional Mechanism

5.1.1 State Intellectual Property Facilitation Center (IPFC)

A. Goal

State level IPFC will be set up at SSIP cell under Education Department, Gujarat. This entity will be broadly responsible to deploy mandates of these guidelines across academia at grassroots level. This entity will have end to end IPR support mechanism and assist universities from time to time in effective implementation of these IP guidelines. This entity will have full time competent staff who will implement the IPFC mandate. IPFC should have access to quality IPR database and tools which can support prior art search and other related processes. This entity will also receive the innovation and ecosystem reporting matrix and track the progress of the overall objective of the IPR policies for academia in Gujarat.

B. Constitution

- I. **State Apex committee for IP:** This will be chaired by Principal Secretary, Higher & Technical Education and will comprise minimum five expert members of national and international repute with minimum five years of experience in IP management. At least one member will be an IP expert from industry. Director, Technical Education and Director, Higher Education will also be members of the committee in addition to the expert members.
- II. **State level Evaluation committee:** This committee will comprise minimum five members including two IP experts with minimum five years of experience in IP domain, two from academia/domain expertise based on the nature of IP application and one from industry with knowledge in IPR. State apex committee will nominate chairperson for this.
- III. **State level Advisory committee:** State Advisory committee for IPFC will comprise of experts in IP domain, Public policy, academia, industry and IP commercialization who will advise the state IPFC time to time in effectively deploying the IP guidelines and guide in developing and deploying suitable strategies.

C. Activities

- I. Oversee the overall IP related activities at state education department.
- II. Facilitate creators in end to end IP management in Gujarat.
- III. Will be responsible for implementing IP guidelines.
- IV. Build capacity among all stakeholders across academia.
- V. Improve and amend the IP guidelines based on need.
- VI. The state level Evaluation Committee will rank and prioritize patents (for commercial viability) and recommend an approximate return on investment as a evaluation criteria to the funding agency.

5.1.2 University Intellectual Property facilitation Center (IPFC)

A. Goal

Institutes (primarily Universities) shall set up the IP Facilitation Center (IPFC) for supporting innovation and IPR related endeavors of students, research scholars and faculty members. At university level, this will be nodal agency to implement the mandate of these IP guidelines. This will have full time competent staff who will implement the IPFC mandate. IPFC should have access to quality IPR database and tools which can support prior art search and other related processes. As implied, this center will also act as Technology Transfer Office, emphasizing the process of commercialization of IP.

B. Constitution

- I. **University Apex Committee for IP:** This will be chaired by University Vice Chancellor/Institute head with minimum four members having knowledge in IP domain and related matters from academia and industry. The Apex committee will be the authority to oversee the IP efforts at respective institute/university.
- II. **IP Evaluation committee:** Institute shall set up an IP evaluation committee in IPFC for assessing the innovations and filing, commercializing and related matters of IP. This committee shall comprise different members with experience in the field of IP and industry. There should be at least four members in the committee and from them one member should have at least five years of experience in the field of IPR and one member should be nominated from the industry with knowledge in IPR.
 - a. The committee will also take part in the proceedings of conflict of interest, revenue sharing, ownership, dispute resolution and any other IPR allied means.
 - b. It will monitor the IPR activities and guide them accordingly. The IP evaluation committee shall make decisions relating to the filing of IP (Intellectual Property) and its rights. If a person on this committee does not belong to the institute, it would be prudent to get a Non-Disclosure Agreement (NDA) signed with such a person. Innovator, creator can appeal to state IPFC against the decision of the institute level IPFC.
- III. **Advisory committee:**
 - a. University shall set up an advisory committee in IPFC, which will provide valuable inputs to strengthen IP related endeavors of IPFC while effectively implementing its mandate.
 - b. Every University/Institute shall constitute an advisory committee of minimum four members for advising the university/institute in IPR related matter, which will also advise evaluation committee (scrutinizing committee) for assessment of innovations for filing the IP/patent application. The members should have good knowledge of IPR and at least one member should be from the industry who is working in the IPR field or has prior experience in the IPR field. If any external expert is a part of this committee, it is prudent to get a Non-Disclosure Agreement (NDA) signed between the Institution and such expert before any confidential information is revealed.

C. Activities

- I. Oversee the overall IP related activities at Institute/University level.
- II. Facilitate end to end IP support and management solution to creators approaching to Institute IPFC.
- III. Will be responsible for implementing IP guideline across all colleges and departments under this university.
- IV. Build capacity among all stakeholders and maintain an efficient process to support creators.
- V. It will rank and prioritize patents (for commercial viability) and recommend an approximate return on investment as an evaluation criteria to the funding agency.

5.1.3 College level IP Cell

A. Goal:

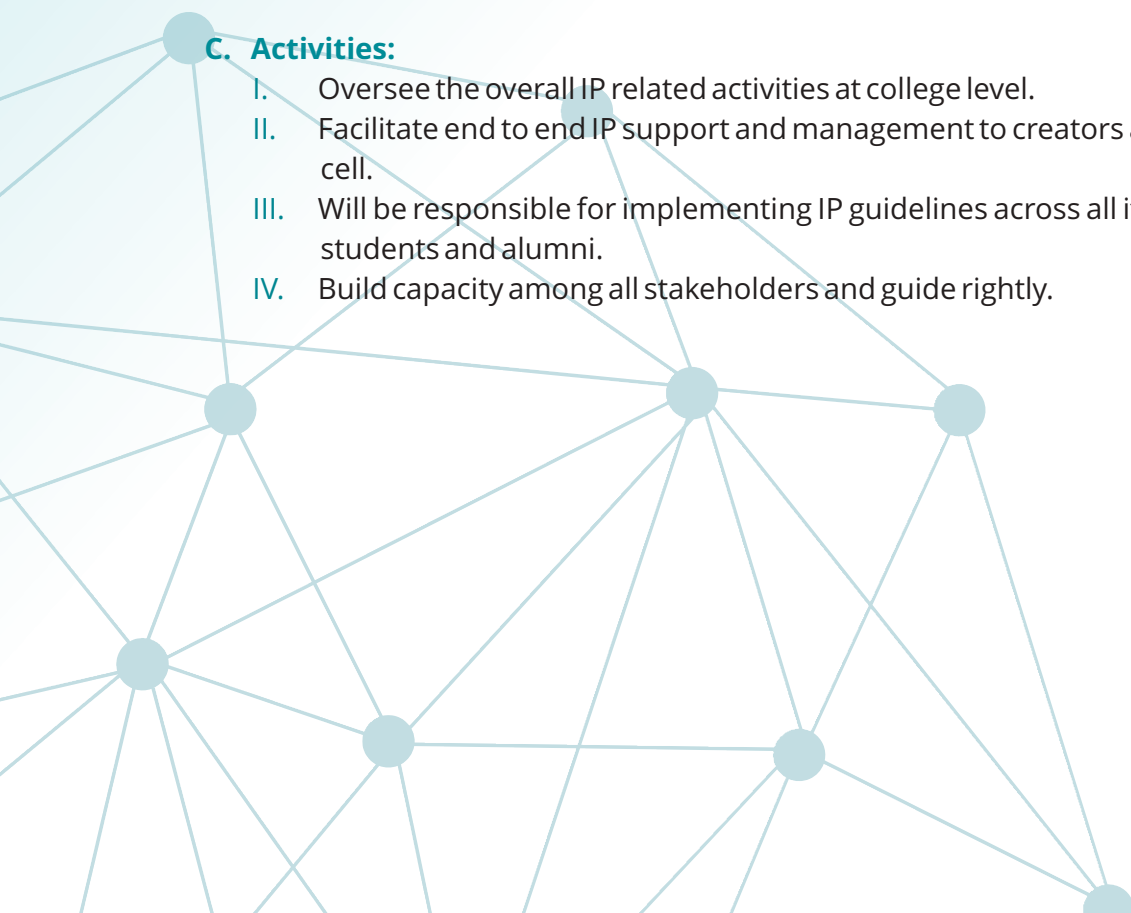
This will be the facilitating unit for IPR related matters within a particular college that will implement the IP guidelines.

B. Constitution:

IP Evaluation Committee: This will be chaired by the head of the college/director/principal with minimum four experts (two domain experts from academia/industry, one industry expert with IPR knowledge, one member with minimum 5 years of experience in IP domain). This committee will evaluate applicants for assessing the innovation and filing, commercializing and related matters of IP. They can take help from any university level IPFC, State IPFC or even other suitable agency as and when needed to assist creator from the college. Creator can appeal to IPFC of affiliating University or state IPFC against the decision of the institute level IP Evaluation Committee decision.

C. Activities:

- I. Oversee the overall IP related activities at college level.
- II. Facilitate end to end IP support and management to creators approaching to college IP cell.
- III. Will be responsible for implementing IP guidelines across all its departments involving students and alumni.
- IV. Build capacity among all stakeholders and guide rightly.



5.2 IP Creation

5.2.1 Responsibilities of stakeholders

A. For all stakeholders

- I. Institutes should sensitize all students, faculty members and allied stakeholders about these IP guidelines periodically. Students and faculty members should have clarity regarding institute IP policy from the beginning, including understanding and accepting the student and employee agreement carefully at their joining of the institute.
- II. Any IP-related matter needs to be clarified in early stages of discussions with an industry sponsor or commercialization partner. This should include confidentiality issues, ownership of IP, IP valuation and conflicts of interest.
- III. In case of IP generated through significant usage of institute resources, for the avoidance of doubt, it is advisable for the institute to have a written acceptance/ agreement for significant usage from the creator prior to the significant usage as determined by the definition mentioned in the guidelines keeping all stakeholders in loop.
- IV. In case of patent application, student, faculty or institute must not publish any documents related to innovation before the patent application is filed to patent office in India or any interested jurisdiction.
- V. Creators shall learn to share ideas (how much detail should be shared) without disclosing the know-how (i.e. the central claims of the IP) thereby compromising its patentability. Institute may provide such training and Institute IPFC may filter the content of such drafts/applications before creators disclose their inventions or ideas in any form to third parties.
- VI. All stakeholders shall be aware about protecting internal IP of the institute and external IP of the third parties (Trade secrets, know how details).
- VII. The creator, inventor or institute shall not use the innovation for their own use or for benefit of the third parties other than their assigned academic duties or for trial or further research work or such knowledge which is already in public domain.
- VIII. Each creator associated with creation has to sign the non-disclosure agreement (NDA) with involved stakeholders like State IPFC, Institute IPFC, college cell, authorized body, individual creators/inventors, faculty members, mentors, guide or a personnel before submitting Invention Disclosure Form (IDF)/ disclosing invention, innovation and abide not to disclose the information till the date IP application is filed or appropriate steps for protecting the IP is taken or until possibility for commercialization of innovation is evaluated and treat the information as confidential.
- IX. The owner of copyright shall grant favorable license to partner stakeholders for non-commercial purpose like research and academic activities.

- X. Applicant/creator can sign the below mentioned contracts/agreements with the consent of institute IPFC/IP cell. An agreement should contain term/duration of its validity.
- Agreement for significant usage
 - Licensing agreement
 - Technology transfer agreement
 - Dispute resolution agreement
 - Consulting agreement
 - Power of authority in case of filing (IP) Patent Application
 - Non-disclosing agreement
 - Commercialization agreement
 - Revenue and royalty sharing agreement
 - Employment contract
 - Work made for hire contract
 - Research and development agreement
 - Prior informed consent
 - Any other allied agreement

B. Responsibility of Creators

- I. Each creator must disclose all IP related information via formal IDF (Invention Disclosure Form) to IPFC (State/University/college) and any associated materials, including research results, which they create with significant usage of institute resources/sponsored/collaboration research/massive joint work or created in the scope of one's employment/contract.
- II. To make an invention disclosure in a thorough and timely manner of all inventions, discoveries and other works that are patentable/copyrightable and in which Institute can claim rights over IP.
- III. To provide/deposit all records, documents and materials that are necessary for the protection of IP, on request, and in any event before leaving the institute.
- IV. The creators should take note of contribution made by each stakeholder. The inventorship of the creation will be attributed considering the contribution towards major claims. In a predefined format, the contribution of each creator in generation of IP need to be clearly specified and undersigned by each creator while IP filing.
- V. In case of disclosing idea during programs like Hackathons, various open innovation processes, Startup events, applying for funding, incubation, for availing benefits from various grants, etc. creator should consult IPFC to draft details to disclose idea without losing the know-how of IP or prefer to sign an NDA and Prior Informed Consent with the respective party.
- VI. Creators or any stakeholders shall not use the Logo or name of the institute without prior permission/written consent from institute to use for any commercial purpose/in any way.
- VII. In case of massive joint work, creators may choose 1 or 2 representative(s) appointed by formal voting/NOC to incorporate liability while dealing with other stakeholders. It is also precautionary against chaos which may generate from conflict of interests. The appointment process of representative/s can be conducted periodically/yearly basis.

C. Responsibility of faculty members/guide/mentors

- I. Faculty members/supervisors/guide should guide the students in filing IP application if students have done research work, innovation or new findings.
- II. Faculty members/supervisors/guide should keep record of the reasonable usage of institute resources if any.
- III. They shall guide and intimate the students if they are not aware; when certain type of research work may have potential to generate new IP which should be protected by filing IP application if it is not published by the student as thesis or any research article or papers.
- IV. With the consult of IPFC/IP-cell, they shall ensure that students are aware of the consequences if IP associated with a project is disclosed prematurely.
- V. With the consult of IPFC/IP-cell, they shall inform students of the way in which ownership is regulated and rights and obligations are infringed.



D. Responsibility of Institute

- I. Institute shall implement pedagogical interventions by incorporating basics of Intellectual Property Rights in their course curriculum.
 - a. Develop innovative interventions, MOOCs (massive open online course) etc. in IP domain for widening the impact base and run some compulsory programs to bring literacy in this domain.
 - b. Arranging IPR practical training and workshop for staff and students.
- II. Organize awareness programs/seminars regularly about IP, knowledge transfer and entrepreneurship with information content in regional languages as well. Students shall become acquainted with how the intellectual property system works. Spreading the use of patent databases by students as a source of technological information.
- III. Institute shall formulate documents like employment contracts and other contractual arrangements.
- IV. Institute should have policy to allow creators to not to share their thesis in public domain up to one year if creator and the guide wish to protect IP in their work. In such cases, institute IPFC/IP cell should scrutinize to check IP worthiness of the claimed work and facilitate as mentioned.
- V. Develop mechanisms to identify potential IP and IP with market capability at regular intervals.
- VI. Provide incentives to reward creators/researchers for their engagement with innovation and knowledge transfer for socio-economic benefit.
- VII. Collaborate with suitable organizations, IP grants agencies to pull more resources to extend IP support to creators and start-ups.
- VIII. The employment and student joining agreements should have a clause stating that the IP will be governed by the IP guidelines as mandated for the Institute. The institute should execute assignment agreements with the creators ensuring the rights belonging to the parties as per IP guidelines. In case the students are not automatically bound by the policies of the university, Institute would need to have an express agreement from the student before he or she embarks on the research.
- XI. Institute may have criteria like achievement in IP and allied domains as a weightage factor while recruiting and promoting employees/faculty members.
- XII. In case institute is providing defined significant resources in the process of creation, institute has to inform prior to the creators formally.
- XIII. Develop procedure for patent portfolio management.
- XIV. Institute shall not promote, support or commercialize any IP-related project which would create difficulties for the institute in relation to its status as a socially responsible institution or affect their reputation.
- XV. Sensitize and support students and startups to create/explore further value from the expired patents /off patents.

5.2.2 Managing of IP

A. Managing IP of different types

I. Patents:

Inventions, innovations are patentable if they are: novel, non-obvious, and useful discovery.

- a. discovery that excludes printed matter and pure algorithms
- b. but includes:
 - device
 - manufacturable article
 - machine
 - composition of matter
 - process or method
 - new, useful improvement

Rights over patents are decided based on the contribution of individuals towards major claim, significant and non-significant usage of institute's resources, collaboration work and employment contracts as elaborated in this guidelines.

II. Copyright:

One can claim copyright over their literary or artistic works which covers- books, articles, parts of thesis, assessment tools, training packs, monographs, lectures, speeches, teaching materials, scholarly material, computer programs, databases, advertisements, maps and technical drawings.

(Formula, equations etc. are not copyrightable items.)

Ownership of copyright of all copyrightable work shall rest with the author(s) except the work created in the scope of one's employment as described in this guidelines.

However institute is granted non-exclusive license for non-commercial purposes for research and academic activities.

III. Design:

One can register for design protection if their work constitutes ornamental or aesthetic aspects. This can be applied to engineering components, architectural drawings, medical illustrations, unique appearance of commercial objects.

Design rights vests with the creator(s) created without significant use of institute resources and not connected with the profession for which he/she is employed at the institute.

For inventions produced during the course of sponsored and/or collaborative activity, specific provisions related to IP made in contracts governing the collaborative activities shall determine the ownership of IP.

IV. Trademark:

- a. Non-descriptive words, names, symbols, phrases, sounds and distinctive colours may be protected as trademarks and service marks.
- b. Unlike a copyright or patent, trademark rights can last indefinitely if the mark is used continuously and properly.
- c. In order to protect a trademark or service mark, it is important that the designation "TM" is used after the trademark or "SM" after a service mark until such time as it is registered. The designation "R" inside a circle must be placed to the right of the mark after it is registered, in order to preserve trademarks owner's rights in the event of an infringement.
- d. Institute service marks and trademarks are among the foremost assets and must be treated as such to maintain its viability. Name, marks and graphical features are nationally and internationally recognized as symbols of the excellence achieved through wide range of endeavours. They cannot be used on any of the private communication by any stakeholder. The usage of logo, name in full or partial for any activity has to get the due approval of institute except in academic work like reports, thesis or projects.



B. Managing of IP in Research term papers and Thesis

- I. In some universities and colleges, students have to submit their research projects or new findings or topic as a thesis towards partial fulfilment of the requirement of an academic degree, and it is possible that it may contain IP which needs to be protected before being revealed in the public domain.
- II. Thesis/research papers might have 3 types of IP involved predominantly:
 1. There might be technology revelation which might be protectable as patent
 2. Thesis might have design protectable under design laws
 3. There might be material or parts authored by the student/s which might be protectable under copyright laws
- III. Generally, the ownership of copyright is decided by
 1. The laws of the jurisdiction of the right are being granted/enforced
 2. Terms and conditions of the contributing parties of the copyright material
 3. Authorship and rights of guide/mentor is decided based on the contribution towards major claim. However, unless it's governed by separate agreements, the copyright in thesis/research paper shall be owned by the student.
- IV. The owner of copyright may grant non-exclusive and non-transferable licence to institutes, third party and others for the non-commercial purpose like research and academic activities.
- V. Academic institutes and/or supervisors should guide the students that certain type of research work may help to generate new IP which should be protected by filing IP application if it is not published by the student in the form of thesis or research article or papers.
- VI. The hard copy of thesis or research paper is submitted to institute for the requirement of degree. The supervising teacher and student should agree to allow the institute to publish the thesis on their website or any other suitable means for public display apart from the case mentioned below in the point VIII.
- VII. The student or supervisor will have option to forego the publication of the thesis or research paper in public domain for one year if they have decided to file IP application or plan for commercialization. The copyright of such document will remain with the student.
- VIII. In case the student has to submit their research projects or new findings or topic as a thesis towards partial fulfilment of the requirement of an academic degree, he/she should get the non-disclosure agreement (NDA) signed with a validity for specific term (as per the agreement) with institute against 'non-confidential disclosure' (see definition) till the date IP application is filed or appropriate steps for protecting the IP is taken or possibility for commercialization of innovation is evaluated. *Patenting and publication can co-exist: having reserved the IP rights by filing a patent application, a researcher may still publish his/her research results considering the fact that the patent documents for an invention are published 18 months after the first patent application is filed in relation to that invention (the priority date).
- IX. If thesis/research papers are not protected by patent/copyright/design, transfer of know-how of potential thesis/research paper can be done through technology transfer agreements with commercial entities.

C. Managing of IP for public interest

- I. Institutes are encouraged to publish research results and scholarly information if public access will promote widespread use, advance the institute's mission and if such action does not violate any of the institute's obligations towards creators and third parties, such as government or other sponsors.
- II. In case the institute recognizes that commercialization of IP may not be appropriate and it is in the best interests of knowledge transfer to place IP in the public domain without registering the IP for protection and/or to make the IP open source. This shall take place if the creator or an employee or third party (if involved) believes that this is appropriate and agree the position with institute with written agreement/NOC (No Objection Certificate).
- III. Government may have a March-in-Right and shall have a suitable license for use of the property by the government in public interest.



5.2.3 Record keeping

- I. All the documents, contracts, agreements and consents should be properly recorded with multiple copies and most importantly in an easily retrievable manner.
- II. Institute will maintain a register of all IP including the date on which the relevant IP was first reported to the institute/IPFC/cell
 1. All invention disclosed to institute/IPFC/cell
 2. All the registered IP owned by the institute of which it has been made aware
 3. All the IP assigned to institute by creators
 4. The IP licensed to the institute
- III. Institute shall keep written, dated records/supporting documents and detailed account of significant usage of institute's resources in the creation of IP.
- IV. Faculty members/employees working on projects which generate IP shall keep written, dated records of their activities and results. It is important that all correspondence, including e-mails, telephone conversations and meetings are logged and documented to provide a detailed account of any discussions relating to the IP.
- V. In case of IP owned/assigned/licensed to institute, each creator shall deposit any physical representation of IP or copy of teaching/scholarly materials, where the student/faculty member is the creator of such IP. Physical representations would include original (or, if lost, copy) drawings, diagrams, recorded know-how (e.g., laboratory notebooks) and Tangible Research Materials. Teaching/scholarly material should be in all the formats in which they have been produced at that date, including electronic formats. Institute shall maintain it without losing its confidentiality.
- VI. Each institute shall keep good record of all the documents related to the IP and other allied records. Institutes shall make their own SOP (Standard Operating Procedure) or guideline to handle the documents which are useful for creation of the IP. All data of research or innovation should be recorded systematically in concerned department as described:
 1. All lab records should be entered in permanent ink in hardbound volumes named as PRIVATE and CONFIDENTIAL with all pages serially numbered, without deletions or additions.
 2. Each page should have date on top of the page and sign at the end of page.
 3. All blank spaces must be canceled out if it is authenticated by the creators' name and signature.
 4. All detailed experimental procedures and actions should be noted down. The experiments and idea which are not actually performed should be headlined correctly to easily differentiate.
 5. No abbreviations should be used unless they are used routinely.
 6. Important data and end results which relate to valuable innovation or discoveries should be signed and dated by creator or inventor and supervisor.
 7. Modifications, if any, in the drawing then it should be authenticated by the initials of the creator and date.
 8. All important new products and products produced by new process should be photographed and photographs should be dated and signed by the creator.
 9. All Laboratory Notebooks and invention records will be in the safe keeping of the institution under the responsibility of the designated authority i.e. supervising teacher, or the Head of the Department, or the In charge of the Central Library & Records, or the Dean R&D of the institution.

5.2.4 Assessment of Innovations and filing of IP applications: Role of Institute IPFC/Cell

- I. Provide support in filing the IP (Intellectual property) application with reasonable resources.
- II. Institute IPFC/cell be open to alumni, industry and any innovator.
- III. Institute IPFC/cell shall evaluate every invention disclosure submitted.
- IV. Scrutinize the IP within 3 months (minimize delays) from the date of application which has potential to be commercialized and therefore institute will take initiation to protect the IP by appropriate process.
- V. Sign the NDA and treat the information as confidential on disclosure of IP by creators.
- VI. Educating creators and staff about situations that generate conflicts of interest and conflicts of commitment, the way in which ownership is regulated and rights and obligations are disturbed.
- VII. Providing access to various tools and software related to IP.
- VIII. In case of filing the IP application in the foreign countries, the decision will be taken by the institute IPFC/cell based on the criteria like nature of innovation, commercial potential, market value, etc.
- IX. In case of institute not showing interest/not taking initiation for filing IP locally or filing IP application in a specific country, the creator may choose to approach state IPFC or other suitable agencies which can help creators.
- X. University IPFC/ college IP cell will have 'right not to file' decision on the basis of:
1. Quality of IP 2. Value of IP is ambiguous. Institute needs to justify with proper documents and Minutes of Meeting of their decision on denial of IP support.
- XI. IPFC/cell shall do predictive IP valuation and give ranking/prioritization to patents accordingly and recommend funding agency for approximate return of investment.

5.2.5 Authority of contracts

- I. The authorized person of the University IPFC/college IP cell can sign the agreements, contracts, commitments, licensing deeds, etc. relating to commercialization and/or other allied means of institute owned Intellectual Property on behalf of the institute.
- II. In an institute setting, creators could be below the age of 18 (minimum age required for legal accountability purpose). In such cases, neither they are held accountable for any kind of a contract they sign, nor is any obligation enforceable against them as they being minor. For such cases, creator needs to keep a 'guarantor' into the contract.

5.3 IP Ownership

5.3.1 IP generated by student

5.3.1.1 IP generated with non-significant usage of Institute resources

Students/creator own the IP in the works they produce purely based on knowledge received from lectures and teaching and non-significant usage of institute resources.

5.3.1.2 IP generated with significant/substantial usage of Institute resources

- I. When a student/creator makes significant/substantial use of Institute's resources, IP generated is owned by the Institute, with following benefits to students:
 - a. Students/creator will be entitled as innovator/inventor.
 - b. Students/creator will be entitled to benefit sharing from successful commercialization.
- II. In case of IP involved in research projects or new findings or topic as a thesis, project towards partial fulfilment of the requirement of an academic degree, the copyright of the same should be vested on the creators. Authorship of guide/mentor is decided based on the contribution towards major claims.
- III. In case institute not showing interest in protecting IP and inventor is self-protecting his/her work, locally or in other countries, ownership rights shall remain with the inventor or based on the contracts between the institute and inventor or creator. In this case profit sharing/ revenue sharing will be decided by separate contract or agreements.

5.3.1.3 IP generated with collaboration efforts

A. 3rd party sponsored research

Ownership of IP from the project will usually be covered by the research contract between the sponsor and the university. Students/creators should be informed and forewarned of the terms of their sponsorship agreement before starting work on the project. In the absence of any explicit agreement, the IP shall belong to the party that paid for the research.

In government sponsored research, usually the condition imposed is that government will be owner of know-how though it is normally agreeable to share the revenue earned, if any, on mutually agreeable terms. A written prior information consent form to be signed between institute and creator is preferable. It is suggested that consent should have clarity on following points:

- I. whether the sponsor is entitled to an exclusive or non-exclusive license
- II. whether it would have to pay royalties to use the technology that results from such research
- III. whether it would have the right to license or sub-license to third parties

B. Academic collaboration (Inter and Intra Institutional)

Rights arising out of a particular collaboration will be determined by the contractual arrangements between the parties. The contractual provisions governing collaboration should be clear about:

- I. Significant usage of Institute resources
- II. The ownership rights
- III. Maintenance and commercialization responsibility
- IV. Right to use IP when it is jointly owned

C. Open Innovation model

In the time when government and private sector are taking active part in encouraging open innovation through interventions like Hackathons, Innovation Challenges etc., creator/student is the owner of the IP created in those efforts unless it's governed by separate terms of reference designed for specific program. However, creator/student can take help of State IPFC, Institute level IPFC for filing, maintenance and commercialization support.

Broadly Ownership/joint ownership of IP generated in open innovation model majorly depends on the consortium agreements.

The agreements are developed by organization who is sharing its internal IP, technology know-how and knowledge with external creators/R&D units. The agreement generally includes:

- I. Identification of the intellectual property which is owned by the parties before starting the project and which is necessary for project implementation. (i.e. background)
- II. Allocation of the ownership of intellectual property which is generated in the framework of the project.
- III. Access rights to the above for project execution or exploitation purposes.

D. Massive joint work

If the faculty/institute claims the research/innovation to be a part of massive joint work, institute is the owner of the IP created in the years of work with simultaneous or sequential contributions over time by multiple academicians and students.



5.3.2 IP generated by faculty members

- I. Institute is the first owner of IP rights when the IP is generated in the scope of his/her employment, but it is subject to following conditions and rights of creator:
 1. The moral rights vests with the employees/faculty members
 2. Faculty members/employees have the right to be acknowledged as the inventor/creator
 3. Faculty members/employees have the right to be consulted about whether and how to commercialize the IP
 4. Faculty members/employees receive a share of net benefits arising from commercialization of the IP
 5. Faculty members/employees receive a license to use the IP for their own teaching and research purposes
 6. Faculty members/employees have the right to publish research
 7. To promote faculty driven entrepreneurship, faculty members may be allowed to be director of startup companies being created out of his/her own research
- II. Any IP that the institution decides not to commercialize may be licensed/assigned to the faculty member/employee
- III. In case of copyright in the teaching materials, he/she creates with non-significant usage of institute resources, even within the scope of an employment relationship, the faculty member/employee remains the sole owner of the copyright and has the freedom to further license his/her works to third parties
- IV. In case of copyright property generated by faculties in the scope of their employment with following cases, institute remains the owner of the copyright and can license it to the employee. However, moral rights vests with the author.
 - i. Teaching materials specifically commissioned by the institution
 - ii. Works created by employees in the performance of administrative duties
 - iii. Collective works, the authorship of which cannot be attributed to one or a discrete number of authors but is rather a result from simultaneous or sequential contributions over time by multiple academicians or students
 - iv. Databases, software programs and courses captured in video format or in other digital forms

5.3.3 IP generated by 'work made for hire' people/ Research scholars

IP will be owned by institutes, further rights will be based on the terms and conditions of the contract.

5.4 IP Assignment

5.4.1 Assignment by Creators

Creators may assign the IP rights to the institute which is generated out of non-significant usage of institute resources in following possible scenarios. However creators shall understand that the assignment of IP is a binding legal agreement and that they have the right to seek independent legal advice at their own expense prior to signing the agreement. Creators may assign the IP rights to the institute when:

- I. When creators want institutes to facilitate the professionalization in transfer of technology as institute being a stronger party, legal entity with necessary resources and liable party to attract bigger commercial entities, VC (Venture Capital) or angel investors.
- II. When the creators may not be interested in taking it forward
- III. They do not have the expertise/experience to commercialize the IP on their own
- IV. When following types of costs are too high for the individual creator/team to fund
 - a. costs of further protection in abroad,
 - b. maintenance fees,
 - c. external legal fees,
 - d. expenditure on insurance,
 - e. marketing, licensing, auditing expenses, etc.
- V. When more than one creator is involved in research project, and to avoid disputes and conflict of interests arising from fragmentation of ownership and possible problems in transfer and commercialization of technology.
- VI. In the event of further development or modifications to an earlier individual work (which had non-significant usage of institute resources), by making significant use of Institute facilities, resources and related funding, institute may assert further rights with assignment from first creator.

5.4.2 Assignment by Institute

Institute may assign the IP rights to creators when,

- I. In case institute not showing interest in protecting IP in other countries and inventor is self-protecting his/her work in abroad, the rights of that country shall be transferred to the creator.
- II. In case the renewal of IP is done by creators locally or in any country, the rights of that country shall be transferred to the creator. The inventor or creator will be assigned the rights for that country only, not for other countries.
- III. If creator themselves wish to commercialize the IP, institute may initially license it to Startup/creator and with successful commercialization of the innovation within decided time limit as per the agreement, institute may then assign the IP to Startup. When institute assigns the right of the IP to its creators, the creators may reimburse all the costs incurred by institute, which includes protection, maintenance, marketing and other associated costs decided by separate contract or agreements.

5.5 IP Administration

5.5.1 IP Protection: Role of Institute

- I. Irrespective of ownership agreement, the institute will process the IPR related administrative steps such as 'invention disclosure', 'copyrighting', 'patenting', etc.
- II. Establish various agreements that safeguard creator's rights to continue to use existing IP and to exploit the IP that arises from research. Develop model material transfer agreements and model confidential disclosure agreements in line with samples given in this guideline which can then be adapted to specific circumstances.
- III. The decision about renewal of IPR will be taken by the institute with the consent of the inventor or creator.
- IV. If institute decides not to renew the IPR in any country, then rights of that country will be transferred to the creator or inventor. The inventor or creator has assigned rights exclusively for that country, not for other countries. However inventor has to pay the amount which has been spent for IP filing from the future profit if that innovation may be commercialized in that country. In such an event the institute and creators should sign an agreement to ensure enforceability.
- V. Keep good record and easy retrieval of all the documents related to IP and other allied records with systematic SOP (Standard Operating Procedure) or guideline to handle the documents.
- VI. Institute/IPFC/college IP cell/department shall control the development, storage, use and distribution of Tangible Research Materials made in the course of research activities, subject to the provisions of any agreements governing the research in question. If any such Tangible Research Material is to be transferred outside institute for others' use, then it should be done so under the terms of an agreement negotiated through the Contracts Team.
- VII. Get all the contracts and agreements signed by creator on his/her turning to legal age of 18, which were previously signed by Guarantor.
- VIII. Transparency of IP Administration: The institute and creator/inventor have to keep each other informed at every stage of the IP filing and during commercialization. The revenue sharing should be done every year or on mutually agreed terms.
- IX. In case of IP owners from multiple institution/university, filing IP facilitation cell needs to intimate other institute parties and may keep state IPFC in loop.
- X. After 12 or 24 months of filing, if institute has no further interest in commercialization of IP, institute has right not to maintain anymore. In such case, Institute may assign the rights to creator or would give NOC to creator and creator may choose to maintain and/or commercialize the IP on his own or approach other IPFC.
- XI. During the process of IP protection, if innovator does not get response from his/her own IPFC/cell of the institute, then he/she can approach other IPFC or state IPFC.
- XII. Nullify/Minimize delays in any administrative process. IPO (Intellectual Property Office)/Patent Office (India and other countries) follows their own predefined procedure and timeline for various IP protection stages. Missing any deadline can put applicants at a considerable loss.
- XIII. Provide NOC with all essential documents and participate in any legal hearings required when creators wish to protect his/her IP in other countries (IP owned by Institute in India)

5.5.2 IP Exploitation

5.5.2.1 Benefits

The ultimate benefits for an institute are usually not only financial, while licensing revenue is occasionally generated, the principle benefits are indirect and should be considered in the longer term, which includes:

- I. Attracting key talent- Institutes that embrace a robust technology transfer environment are more appealing to entrepreneurial faculty, scientists and students who see the institution as a successful pathway for both career development and bringing innovation to market.
- II. Funding- Successful technology transfer often attracts additional research funding.
- III. Prestige- Institutes that succeed in moving discoveries from the lab to the marketplace often create a prestigious following.
- IV. Enhanced quality of research programs- Interaction with the private sector often results in access to state-of-the-art industrial equipment, improved skills and techniques and better understanding of market needs.
- V. Enhanced teaching- Institutes frequently benefit from the participation of industry-based lectures and real case studies.
- VI. Collaboration with industry can facilitate exchange of staff between the institution and businesses, alumni intake in firms.
- VII. Competitiveness- Successful IP exploitation and value creation adds to the competitiveness of academia and nation at large while creating public and private goods.
- VIII. End to end ecosystem building- The three primary functions of academia like knowledge creation, knowledge dissemination and knowledge exploitation for end impact is vital for every knowledge ecosystem.
- IX. Creating role model- If students from the institutes successfully commercialize their IP through entrepreneurship, it brings significant change in academic culture. This leads to both economic impact and job creation.



5.5.2.2 Responsibilities of Creators:

- I. To provide assistance as may be necessary throughout the assignment process to protect and affect transfer of the intellectual property.
- II. To abide by all commitments made in license, sponsored research and other agreements made in accordance with this Ordinance.
- III. To cooperate with the University with due responsibility in resolving all conflicts as may arise with respect to the IPs concerning to him/her and to make timely disclosure of such information which may hint towards any potential conflict relating to IP.
- IV. Each individual, who may be entitled to payments under the Institute's revenue sharing arrangements as a creator and who is no longer an Employee or no longer a Student, must ensure that the institute is notified in writing at all times of his or her current address to where any revenue sharing payments due to him or her may be sent.
- V. Creators who wish to self-commercialize the IP shall apply to institute/IPFC with the application signed by all of the creators via formal assignment from institute form. Such assignment is subject to the creators providing the Institute with a license to use such Disclosed IP for the administrative, promotional, teaching and research purposes of the institute.
- VI. If an Employee or Student suspects, or becomes aware of, any potential or actual infringement of institute IP by any Third Party or Third Party IP by the institute, he or she should immediately notify the IPFC (institute/state) with full details of the nature of the potential infringement.

5.5.2.3 Administrative responsibilities of Institute

- I. In scenarios where the institute being the owner of IP or in case creators have assigned the IP Rights to institute, IPFC will commercialize the intellectual property through licensing and/or assignment or contracts or by themselves.
- II. Regular publication of the list of all pending IP or granted IP available for licensing.
- III. Make best possible efforts to commercialize all pending and protected IP in the portfolio of the institute.
- IV. Provide support to both- open source and non-patented work. In case IP is not protected by patent/copyright/design, institute shall facilitate in transfer of know-how of potential IP through technology transfer with commercial entities.
- V. Responding to Patent Office actions, examination reports, and hearings will be done by the Patent Attorney or Advocate in consultation with the creator and IPFC/cell, on the technical correctness of the lawyer's arguments and interpretations. If the creator has departed the institution he/she will be gently reminded of his/her ongoing responsibilities and obligations to the institution that continue even after the successful completion of his/her academic course, and until the expiration of the patent.
- VI. In cases where IP is assigned to institute, institute may commercialize or facilitate technology transfer of the IP.

5.5.2.4 IP Licensing and Commercialization:

A. Factors to be considered for Institute IP Licensing Strategies

- I. The primary objective of developing IP protection and licensing strategies for an invention should be to support the education, research, and public benefit mission of the Institute/University.
- II. Institute/University must meet existing third party obligations during the process and adhere to the best possible ethical standards.
- III. The institute must perform best possible evaluation to ensure that the selected licensee is capable of bringing the invention to the marketplace/end user.
- IV. The license agreement should include diligence terms that support the timely development, marketing, and deployment of the invention.
- V. The University/Institute/Creators should receive fair consideration in exchange for the grant of commercial licensing rights.
- VI. The license agreement should support the academic principles of the University/Institute.
 - a. Open dissemination of research results and information.
 - b. Accessibility for research purposes.
- VII. Licensing activities should be carried out within delegated authority.
- VIII. The license agreement should be approved as to legal integrity and consistency.
- IX. All decisions made about licensing University/Institute inventions should be based upon legitimate institutional, academic and business considerations and not upon matters related to personal financial gain.
- X. Institute should have technology-specific considerations while adapting licensing strategies.
- XI. The institute shall retain complete discretion in choosing the appropriate licensee and technology management strategies for its technologies.



B. Guidelines for IP licensing/Commercialization Process

- I. Institute/state IPFC/cell will commercialize the IP through licensing and/or assignment or contracts or by themselves, considering all types of diffusion and transfer mechanisms (e.g. open access publication, licensing, spin-offs, start-ups and collaboration in R&D) and all possible commercialization partners (such as spin-offs, existing companies, investors, SMEs, other non-profit organizations, innovation support agencies, government) and selecting the most appropriate ones. It also includes:
 - a. Sufficient firms that are able to invest the money, time and effort to turn the IP into marketable products
 - b. A market that is ready to buy the product once it has been fully developed and is ready for sale
 - c. Absorption capacity to assimilate new knowledge and apply it to commercial ends
- II. In case the Institute is the owner of the IP, the first right to buy, commercialize, assign or license of IP should be given to creator. (In case of both the inventor(s) and external party(ies) requesting for the license of the same institute's owned IP at the same time, preference for licensing may be provided to the inventor/s based on the nature of technology amongst other considerations)
- III. If the creator is not interested in taking the IP forward within 6 months of complete patent filing, creator would give NOC to institute and IPFC may grant exclusive or non-exclusive license or assign their rights to the third party or parties with prior consent from creator.
- IV. Licenses are provided to a company or organization and not to an individual.
- V. License may be limited to that particular IP in discussion and not to its enhancements or significant modifications.
- VI. Licenses provided are subject to periodic review including the working status and accessibility / availability of the IP used. Based on the review of the licensing activities, the owner reserves the right to extend, modify or terminate the type of existing license provided.
- VII. The licensing fee shall be governed by revenue sharing with the third party and institute shall be decided by the term and condition of the contract.
- VIII. To ensure serious efforts by licensee, licensee may pay minimum royalty regardless of whether the technology is being commercialized or not within the allotted time period with separate agreement. If the licensee or assignee fails to commercialize the innovation within decided time limit specified in the agreement, then institute has rights to revoke/not to renew the license or assignment or any contract if any with prior consent from creator.
- IX. IPFC can license institute-developed technologies as technical know-how without having been patented, and institutes can also license inventions for which a patent application has been filed but has not yet been granted.
- X. IPFC should take care that the licensee (creator/third party) of IP licensing must have a good financial capability and/or technical capability and commitment for commercialization of the innovation.

- XI. The cost behind the assignment and licensing or any other legal fees will be paid by the assignee, licensee or the applicant who owns IP rights.
- XII. Once the revenue starts generating, the costs incurred by licensee, which includes- protection, maintenance, marketing and other associated costs, will be reimbursed first before the benefit sharing framework gets implemented.
- XIII. Institute retains rights for research exemption and experimental use for patents, design rights and under fair use of copyrights and trademarks on an institute wide perpetual license towards their basic objectives of academics and enhancing research. This will include the right to publish, use of technical data, the method, product and related services that has resulted from earlier research which has been licensed for the activities mentioned earlier.
- XIV. In the case of inventions by its faculty / students / research scholars/ other institute Personnel under lien / sabbatical / visit / internship, institute exercises the right to the access of such IP created for the sole purpose of academic work and research under research exemption and fair use, being conducted within its jurisdiction. The stakeholders are encouraged to disclose the invention through appropriate invention/innovation disclosure form of such developments during their external stay.
- XV. The owner of copyright will grant non-exclusive and non-transferable licence to institutes, third party and other relevant stakeholder for the non-commercial purpose like research and academic activities.
- XVI. The following points to be considered while dealing with the confidential information of the innovation.
 - a. The applicant, interested in commercialization of the innovation, should apply with prescribed form and with decided fees. Then third party has to sign confidentiality agreement (CDA) and agree to the terms and conditions of the agreement at the stage of discussion. A license agreement has to be signed with a clause on confidentiality which will hold true even on termination/completion of the term.
 - b. The confidentiality agreement shall remain in force till the commercialization of the innovation is attained or even if the commercialization process is waived off or terminated.
 - c. The applicant has to take care of the terms and conditions of royalty payments to the inventor or creator and institute and also has to take necessary steps to fulfill it.
 - d. Inventor or creator and institute staff must not disclose the confidential information related to the innovation; access to confidential information should be limited to creator or inventor or who has signed the confidentiality agreement. The license agreement and the CDA should limit the access of information to the employees of the company who is executing the agreement.

5.5.2.5 Profit sharing among stakeholders

Each institute may regulate the principles of ownership of IP Rights and profit sharing based on this guideline, employment contracts and other contractual arrangements. Each institute has the autonomy to develop its own suitable approach for defining exact sharing on case to case basis adhering to below mentioned framework, considering the interests of all stakeholders

The net earnings would be shared as follows:

IP owned by	Facilitation &/or Exploitation of IP by:	Student	Faculty	Institute
Institute	Institute	Up to 40%	Up to 25%	Up to 50%
	Student	Up to 55%	Up to 20%	Up to 30%
Student Creator	Institute	Up to 60%	Up to 30%	Up to 30%
	Student	Up to 100%	Up to 15%	Up to 10%

In case of IP generated by faculty members, and institute being the owner of IP, the profit sharing will be decided based on nature of IP and through separate agreements.



5.5.2.6 Infringements, damages, liability, insurance and dispute resolution between parties

- I. The institute IPFC/cell shall take part in any litigation action or legal proceedings which is not limited to manufacturing defects, production problems, royalty or any infringement proceedings.
- II. In case of exclusive licensing, the exclusive licensee will also take part in proceedings of the infringement.
- III. The institute may take insurance of their IP, if IP has good commercial value.
- IV. Watch should be kept on the potential infringement of pending or protected IPs.
- V. If there is any dispute between institute and creator or inventor then the aggrieved party may appeal to the IP Apex committee of institute in writing. The committee will hear both the parties and give decision based on the evidence. If the creator is unsatisfied with the above, he/she may approach to State Apex committee. The committee can appoint expert committee and/or take expert opinion of appointed persons in case of disputes. After exhausting above ways of dispute resolution, creator may approach to civil court.
- VI. The aggrieved party may appeal to state IP ethics committee against the decision of the IP ethics committee of the institute. The decision of committee is binding to both the parties. However, counter appeal can be filed by any aggravated party in the High Court.
- VII. The technology is developed as it is basis, thus, the liability of manufacturing defects and production problems should lie with the licensee and not the institute.

DISCLAIMER: This guideline will be further amended based on the need as and when required.



6 Annexure

Reference links of various IPR related forms:

A. Invention Disclosure Form:

1. Birla Institute of Technology and Science (BITS), Pilani
<http://www.bits-pilani.ac.in/uploads/Invention%20Disclosure%20Form.pdf>
2. National Research Development Corporation (NRDC)- for patenting
https://www.nrdcindia.com/english/images/download/form_patenting.pdf
3. Trinity College, Dublin
<https://www.tcd.ie/innovation/assets/documents/idf-template.docx>
4. Princeton University, New Jersey
<https://www.princeton.edu/patents/faculty-and-researchers/disclose-an-invention/invdiscrevwinstruc.doc>
5. IIT, Bombay
<http://www.ircc.iitb.ac.in/IRCC-Webpage/Documents/idf-iitb-modified.doc>
6. The Pennsylvania State University
https://www.wcupa.edu/_admin/research/documents/Technology%20Disclosure%20Form.pdf
7. Cleveland State University
https://www.csuohio.edu/sites/default/files/media/technology_transfer/documents/Invention_Disclosure_Form.doc
8. University College Cork, Ireland
<https://www.ucc.ie/en/media/support/techtransfer/InventionDisclosure20171124.doc>
9. The University of TOLEDO
http://www.utoledo.edu/research/TechTransfer/pdfs/IDF_01_25_2018.docx

B. Invention Record Form

1. University of Manchester
<https://umip.com/wp-content/uploads/2015/06/Invention-Record-Form.pdf>
2. Brock University, Canada
<https://brocku.ca/research-at-brock/wp-content/uploads/sites/73/Invention-Record.pdf>
3. University of Oxford
<https://innovation.ox.ac.uk/wp-content/uploads/2014/04/Invention-Record-Oxford-University-Innovation.pdf>

C. Software Disclosure Form

1. The Pennsylvania State University
<http://www.passhe.edu/inside/asa/resources/technologytransfer/Documents/Software%20Disclosure.pdf>

D. Prior Informed Consent:

1. National Innovation Foundation | SRISTI
http://www.sristi.org/cms/files/pic_tech_inn_ideas.pdf
2. Queensland Health, Permission to use student developed intellectual property
https://www.health.qld.gov.au/_data/assets/pdf_file/0026/364490/ip_lic_stu_mat.pdf
3. University City Boulevard, Charlotte | Consent to be part of a Research study (template)
<https://research.uncc.edu/sites/research.uncc.edu/files/media/files/irb/Consent%20Template.docx>

E. NDA (Non-disclosure Agreement)

1. Trinity College, Dublin
(Two way NDA)
<https://www.tcd.ie/innovation/assets/documents/two-way-nda.docx>
(One way NDA)
<https://www.tcd.ie/innovation/assets/documents/one-way-nda.docx>
2. Cleveland State University
(Mutual)
https://www.csuohio.edu/sites/default/files/media/technology_transfer/documents/MNDA.doc
(One way)
https://www.csuohio.edu/sites/default/files/media/technology_transfer/documents/OWNDA.doc
3. Massachusetts Institute of Technology, Cambridge
http://nda.mit.edu/images/NDA_Sample.pdf
4. IIT, Bombay
<http://www.ircc.iitb.ac.in/partnership/nda.doc>
5. Stanford University
<https://www.stanford.edu/class/msande108/handouts/108NDA.doc>
6. National Innovation Foundation
http://nif.org.in/dwn_files/nda_for_mentor.rtf
7. University of California
<https://research.ucdavis.edu/wp-content/uploads/Non-case-related-Bilateral-Confidentiality-Template-watermark-20111206.pdf>
8. Southern Illinois University System
<http://siusystem.edu/tech-transfer/pdf/tech%20transfer/Mutual%20CDA%20Template%205-26-2018.dotx>
9. Mosis, California
https://www.mosis.com/files/mosis_forms/academic_nda_non-liaison.pdf

F. Assignment from Institute to Creator

1. University of Manchester
<https://umip.com/wp-content/uploads/2015/04/Assignment-of-IP.pdf>

G. Assignment from Creator to Institute

1. University of Manchester
<https://umip.com/wp-content/uploads/2015/04/Student-IP-Assignment.pdf>
2. National Research Development Corporation (NRDC)
https://www.nrdcindia.com/english/images/download/assignment_of_technology.pdf
3. The Pennsylvania State University
<http://www.passhe.edu/inside/asa/resources/technologytransfer/Documents/Student%20Intellectual%20Property%20University%20Agreement.pdf>

H. Assignment of IP to Company Sponsor

1. The Pennsylvania State University
<https://www.research.psu.edu/sites/default/files/student-ip-form-companysponsor.pdf>

I. Teaching Material Declaration

1. University of Manchester
<https://umip.com/wp-content/uploads/2015/04/Teaching-Materials-Declaration.pdf>

J. Material Transfer Agreement

1. Cleveland State University
https://www.csuohio.edu/sites/default/files/media/technology_transfer/documents/MTA.doc
2. The Pennsylvania State University
<http://www.passhe.edu/inside/asa/resources/technologytransfer/Documents/Simple%20Material%20Transfer%20Agreement.pdf>
(Inbound material form)
<http://www.passhe.edu/inside/asa/resources/technologytransfer/Documents/Material%20Transfer%20Agreement%20Inbound%20Material%20Form.pdf>
3. Southern Illinois University System
<http://siusystem.edu/tech-transfer/pdf/tech%20transfer/Outgoing%20MTA%20Template%205-26-2018.dotx>
4. The University of TOLEDO
http://www.utoledo.edu/research/TechTransfer/pdfs/Outgoing_MTA_Template%2010-13-14.docx

K. Sponsored Research Agreement/Acknowledgement

1. Cleveland State University
https://www.csuohio.edu/sites/default/files/media/technology_transfer/documents/SRA.doc
2. The Pennsylvania State University
<http://www.passhe.edu/inside/asa/resources/technologytransfer/Documents/Student%20Research%20Sponsorship%20Acknowledgement.pdf>

L. Non-faculty IP Agreement

1. The Pennsylvania State University
<http://www.passhe.edu/inside/asa/resources/technologytransfer/Documents/Non-Faculty%20Intellectual%20Property%20Agreement.pdf>

M. Application for Technology Licensing

1. National Research Development Corporation (NRDC)
https://www.nrdcindia.com/english/images/download/technology_licensing.pdf

N. Licensing to Creators

1. Southern Illinois University System
<http://siusystem.edu/tech-transfer/pdf/tech%20transfer/Option%20Agreement%205-26-18.dotx>

O. Licensing Agreement

1. Cleveland State University
https://www.csuohio.edu/sites/default/files/media/technology_transfer/documents/CSU_License%20Agreement_Template.doc
2. Wipo, sample Internal term sheet (Page-59,60)
http://www.wipo.int/edocs/pubdocs/en/licensing/903/wipo_pub_903.pdf
3. Southern Illinois University System
(General technology)
<http://siusystem.edu/tech-transfer/pdf/tech%20transfer/Exclusive%20License%20Agreement-%20General%20Tech%205-26-18.dotx>
(Software technology)
<http://siusystem.edu/tech-transfer/pdf/tech%20transfer/Exclusive%20License%20Agreement-%20Software%205-26-18.dotx>

P. Application for Techno-Commercial Support | No-Objection Certificate | Utilization Certificate | Statement of expenditure | Proposal checklist

1. National Research Development Corporation (NRDC)
https://www.nrdcindia.com/english/images/download/techno_commercial_support_2013.pdf

Q. Patent Application Assessment | Authorization Certificates for IPR Protection | Application for Copyright Registration of Non-software work | Authorization to Institute by Authors for Copyright Registration | Software License Agreement | Ownership Right Waiver Application | Copyright Agreement Contract for Commissioned Work | Work for Hire Agreement | Handling and Archiving of Theses and Dissertations

1. IIT Roorkee
(Page no- 31-74)
https://www.iitr.ac.in/ipr/policies/IPR_Policy.pdf







Education Department
Government of Gujarat