

INTELLECTUAL PROPERTY POLICY AND GUIDELINES



JADAVPUR UNIVERSITY

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1. PREAMBLE

Jadavpur University is a premier academic institute of the country with a rich tradition of teaching and research encompassing a wide area of natural, applied and social sciences. The University has its footprint in many areas of national importance and has a large pool of enterprising faculty members, researchers and students which has helped it to evolve as a fountainhead of innovation- the driving force behind a knowledge driven society.

With its genesis amidst the renaissance of indigenous technical education, that became synonymous with India's tryst with destiny to achieve self-reliance, Jadavpur University has always been in the forefront when it came to innovative solutions for a wide variety of problems ranging from development of sophisticated radars to dealing with arsenic contamination. It is, therefore, a natural corollary that suitable mechanisms must be devised to formulate a policy that provides a framework to encourage innovation and at the same time provide a transparent mechanism to safeguard the interests of all stakeholders through marketing of the innovations so that a self-sustaining ecosystem for commercialization of University developed technology is created.

The policy laid down in this document is expected to fulfil the commitment of the Institute for constant encouragement towards innovation and appreciation of the innovators. It will also enable the Institute to make beneficial use of such developed intellectual property for the greatest possible benefit to the public, the Institute, and the creators/inventors involved.

2. DEFINITIONS

- **Agreement** is the document created with mutual consent of involved parties defining the rights, roles and responsibilities of each of the parties, for example, Research Agreement, Consultancy Agreement, Non-Disclosure Agreement (NDA), etc.
- **Creator** refers to an individual or a group of individuals at the Institute, who make, conceive, reduce to practice, author, or otherwise make a substantial intellectual contribution to the creation of any intellectual property. „Creator“ includes an „inventor“ in the case of inventions under Patent Law, an „author“ in the case of works falling under the Industrial Designs Law and/or Copyright Law.
- **Copyright** means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work.
- **Conflict of Interest** or a potential „Conflict of Interest“ exists when an inventor/author is or may be in a position to use either creative work or influence for unmerited personal or family gain.

- **Collaborative Activity** is the research undertaken by Jadavpur University personnel in cooperation with industry and/or another researcher(s) who are not from Jadavpur University.
- **Employee** of the Institute is defined as any person receiving compensation for service, or any person volunteering services for the benefit of the Institute. The uncompensated activities of students in furtherance of their education shall not be considered service within the meaning of this policy, even if such activities benefit the Institute. A scholarship, fellowship, assistantship or any other payment received by a student during the course of his studies does not classify him as an employee.
- **Institute** means the Jadavpur University.
- **Institute personnel** means part-time and full-time members of the faculty, technical, administrative or the supporting staff and employees, undergraduate and postgraduate students, doctoral and postdoctoral fellows of the Institute.
- **Institute Resources** mean facilities such as office space, standard laboratory facilities, library, normal access to software, computers and networks, standard secretarial services, salary and perquisites.
- **Intellectual Property** broadly includes any property generated out of intellectual effort of the creator(s). Intellectual Property Right (IPR) includes but is not limited to copyrights and copyrightable materials, patented and patentable inventions, tangible research results, trademarks, service marks and trade secrets.
- **Invention** includes but is not limited to any new and useful process, formula or machine conceived or first reduced to practice in whole or in part, defined within the purview of the Patent Act. Invention means the Invention as defined by The Patent Act, 1970 (as amended). Inventor(s) are person(s) who produce an invention.
- **Licensing** is an authorization to permit the IP right by the owner under certain consideration.
- **Non-Disclosure Agreement (NDA)/Confidentiality Agreement**-The agreement intends to protect proprietary or confidential information among the parties involved in executing a NDA.
- **Patent** means a patent granted under the provisions of the Indian Patents Act, 1970
- **PCT Application'**: A PCT (Patent Cooperation Treaty) is a system of filing a patent application in several countries through a single application keeping the priority of the first filing in any of the countries within the PCT system. This is administered by the World Intellectual Property Organisation (WIPO) in Geneva. It is not a patent granting system.

- **Public disclosure** is any non-confidential communication which an inventor or invention owner makes available to one or more members of the public, revealing the existence of the invention and enabling an appropriately experienced individual ("person having ordinary skill in the art") to reproduce the invention.
- **IPR Management Committee** is the committee constituted by the Vice Chancellor from time to time to evaluate and make recommendations regarding IPR related issues.
- **Revenue** is any payment received as per an agreement by the Institute usually for legal use of a patent through a license.
- **Royalty** is the payment made to an inventor/author or an institution usually for legal use of a patented invention or any Intellectual Property when licensed.
- **Sponsored research** shall be taken to mean a specific research project funded by an outside agency, whether non-profit or for profit, governmental or private, national or international. The term „sponsored research“ will not apply to funds awarded by an external agency to a student, scholar, fellow or trainee for the support of education or research.
- **IIC** is the Institution's Innovation Council of Jadavpur University taking care of all Innovation/Incubation related activities as a whole.
- **IPR Cell** of Jadavpur University takes care of Intellectual Property related cases and activities.
- **JU Incubation Centre** refers to Incubation Centre under the chairmanship of Vice Chancellor / Pro Vice Chancellor, Jadavpur University formed for taking care of Incubation and Start up related activities including financial activities.
- **Trade Mark / Service Mark** is a distinctive word, symbol or picture or a combination of these, which is used by a business entity to discriminate its products and services from those of other business entities.
- **Trade Secret** refers to some information such as know-how of commercial or strategic value that is not disclosed to all and is used in a restricted manner.
- **Work for hire:** The work (or a product) originated from JADAVPUR UNIVERSITY and is meant for the specific purpose of JADAVPUR UNIVERSITY and produced by (a) an author during his/her employment at JADAVPUR UNIVERSITY or (b) non-employee under contracted work by JADAVPUR UNIVERSITY.
- **Work Commissioned/Outsourced-** work commissioned by JADAVPUR UNIVERSITY to a creator or group of creators either employed by JADAVPUR UNIVERSITY or invited from outside JADAVPUR UNIVERSITY with or without

any consideration in cash or kind. Typical examples of JADAVPUR UNIVERSITY commissioned works are: (a) Design work, (b) Artistic Work, (c) Engineering/Architectural Models, (d) Computer Software, (e) Reports based on surveys and analysis, (f) Video works.

3. SCOPE OF THE POLICY

The Jadavpur University (hereinafter referred to as JU in different places in this document) Intellectual Property Rights (IPR) Policy, hereinafter referred to as the *JU IPR Policy* shall be applicable to all *JU staff*, which expression, in its definition and subsequent usage in this document shall include teachers, officers, non-teaching staff, researchers, students, temporary employees employed in research projects, students of other institutes involved as interns for specific term(s) in Jadavpur University as well as start-ups and incubates involved in or arising out of such an Intellectual Property (IP) creation. In the event, the specific Intellectual Property (IP) arises out of a collaboration among multiple institutes/industrial partners'/ research organizations and includes Jadavpur University, a separate agreement is expected to be completed, either as a framework agreement or a Memorandum of Understanding (MoU) among all collaborating partners, and the specific provisions of such agreement(s) shall override the provisions of JU IPR Policy wherever a contention or conflict arises.

It is to be mentioned that while the provisions regarding patenting are governed by the provisions of clause 110(a) and clause 110(b) of Chapter XIV of the First Statutes 1982 of the Jadavpur University Act 1981 (hereinafter referred to as the *Statute* throughout the rest of the document) and these provisions cover two specific cases viz. an IP leading to submission of a patent application for an invention arising out of University research by (i) the University and (ii) by an individual JU staff member, as defined in the paragraph above, the IPR policy described in this document covers all possible cases including these and cases where the IP leads to commercialization of University research through a third party which could be an incubate, a start-up or another organization or organizations.

The policy has been made to encourage and appreciate the innovative ideas and creative works of the Institute personnel. Policy also thinks about the utilization of their expression of ideas and creative works for the betterment of the society. It describes how to develop an idea [inventive] and creative works for utilization of the public interest without ignoring the benefit of individual inventors, authors, and Institutions. This policy suggests taking the ownership or control over scholarly work, but it will not hinder the right of scholars to publish books or articles. This policy is applicable to all the Institute personnel who have used the resources of the Institute.

4. OBJECTIVES

Through this Intellectual Property (IP) Policy and Guidelines, the Jadavpur

University intends to put in place a system that brings order to the process of protection of inventions, and the utilization of inventions through processes of technology transfer and entrepreneurship for the public interest. Within the above broad objectives, the specific objectives of this Policy are as follows:

- (a) Encourage, create awareness, and facilitate the process(es) of securing and protecting the IP rights generated at JADAVPUR UNIVERSITY.
- (b) Initiating and pursuing all actions and deeds to maintain, prosecute, and keep in vogue the secured IP rights of the Institute
- (c) Pursue all the necessary procedures and actions to facilitate, catalyse, and bring to bear the Transfer of Technologies, including the commercialization, licensing, and other means of disseminating the technologies developed by the Institute.

5. DEFINITION OF IP

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 works, 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.

5.1 TYPES OF IP

The intellectual properties can be broadly listed as:

- (a) Patents
- (b) Copyrights
- (c) Trademarks including service marks
- (d) Industrial designs
- (e) Integrated Circuit (IC) layout designs
- (f) New plant variety
- (g) Traditional knowledge and Geographical Indications
- (h) Undisclosed information

The policy is further applicable to IP as listed above along with non-patented technology & new Biological material.

5.2 TYPES AND OWNERSHIP OF INTELLECTUAL PROPERTY (IP)

5.2.1 Patent:

(A) Patent is owned wholly or exclusively by JADAVPUR UNIVERSITY

if:

- i. It is generated either through sponsored/facilities exclusively provided by JADAVPUR UNIVERSITY or with sponsored/facilities provided by JADAVPUR UNIVERSITY and external agencies but without any agreement or contract.
- ii. It is generated through sponsored research and consultancy projects without any agreement or contract.
- iii. It is generated under any agreement (where it is clearly written that patent/IP will be wholly owned by Jadavpur University) including “work for hire”, “work commissioned” and/or outsourced exclusively by JADAVPUR UNIVERSITY.
- iv. It is generated through an assigned agreement (where it is clearly written that patent/IP will be wholly owned by Jadavpur University) in that case ownership shall be transferred to JADAVPUR UNIVERSITY (such as work of programmers, writers for publications of JADAVPUR UNIVERSITY, etc.)

Financial Support from University:

Jadavpur University may provide financial support in full/part on case to case basis for such patents if duly filled in PATENT/IP-RELATED FUNDING REQUEST FORM (as given in Annexure - III) is received from the inventor(s).

Revenue Sharing:

If inventors want to go for start-up or business or technology transfer on their own, they have to fill up BUSINESS/TECHNOLOGY TRANSFER REQUEST FORM (as given in Annexure - VI) and submit it to the IPR Cell. The IPR Management Committee may authorize them to take decision in start-up or business or technology transfer. For such case(s), the revenue generated by licensing/assigning of IPR or on receipt of royalties associated with technology transfer/specific innovation programs shall be divided as follows:

- (a) 80% (eighty percent) of the revenue will be given to the Inventor(s).
- (b) 20% (twenty percent) would go to the institute out of which 50% (i.e. 10% of the total revenue) will go to IIC for promotion of innovation and IPR related activities

If the inventor(s) don't want to go for start-up or business or technology transfer, JU may do the technology transfer / revenue earning on its own as decided by the IPR Management committee. In this case, the revenue generated by licensing/assigning of IPR or on receipt of royalties associated with technology transfer/specific innovation programs shall be divided as follows:

- (a) 50% (fifty percent) of the revenue will be given to the Inventor(s).

(b) 50% (fifty percent) would go to the institute out of which 50% (i.e. 25% of the total revenue) will go to IIC for promotion of innovation and IPR related activities

All members of the group of inventors shall sign a Revenue Sharing Agreement Form (as given in Annexure - V).

Possibilities:

There can be two cases:

Case A1. all inventors are of JU [No NOC required]

Case A2. inventors are from JU along with one or more external inventor(s)

NOC from external inventor(s) from their institute/organization will be required to be submitted to the IPR Cell as per format given in Annexure – VII.

(B) Patent can be owned by Third party(ies) (exclusively or jointly with JADAVPUR UNIVERSITY)

if:

i. It is generated through external funding from Third party(ies) including sponsored research, consultancy projects and other collaborative activity(ies) with an agreement.

ii. It is generated through collaborative project(s) or activity(ies) with Third party(ies) with agreement(s) without any external funding.

iii. It is generated through the contribution of JADAVPUR UNIVERSITY faculty/staff/student/research scholar during their visit to a Third Party Institution/organization.

iv. It is generated through the contribution of a Third party who visits JADAVPUR UNIVERSITY.

v. It is generated by different individuals of/for JADAVPUR UNIVERSITY with their contribution (such as software or technology or process development etc.) over a period of time which is not assigned.

Financial Support from University:

Jadavpur University may provide financial support in part on case to case basis for such patents if duly filled in PATENT/IP-RELATED FUNDING REQUEST FORM (as given in Annexure - III) is received from the inventor(s).

Revenue Sharing:

Will be decided jointly by all the parties as per agreements on a case to case basis. IRP Management committee may take the decision on behalf of Jadavpur University.

Possibilities:

There can be two cases:

Case B1: Joint IP by JU and other party(ies)/organization(s) with one or more inventors from JU

Patent will be done as per joint agreement.

Case B2: Joint IP by JU and other party(ies)/organization(s) with one or more inventors from JU and one or more external inventors (from institution/organizations which is an owner of the patent)

NOC from external inventors from their institute/organization will be required to be submitted to the IPR Cell as per format given in Annexure – VII.

Case B3: IP by other party(ies)/organization(s) with one or more inventors from JU

NOC to be taken by the inventor(s) from the IPR cell as per format given in Annexure – VIII.

(C) Patent owned by the Inventor(s) who is a stakeholder of JU

if:

Stakeholder(s) of JADAVPUR UNIVERSITY can own an IP/Patent which does not belong to any of the situations defined above. However, if the invention is done using any of the university resources, NOC is to be taken in such cases from the IPR cell citing reason for personal patenting as per format given in Annexure – IX.

Financial Support from University:

Jadavpur University will not provide any financial support for patenting in such cases.

Revenue Sharing:

If the invention is done using any of the university resources, the revenue generated by licensing/assigning of IPR or on receipt of royalties associated with technology transfer/specific innovation programs shall be divided as follows:

50% (fifty percent) of the revenue earned by the individual(s) [who are stakeholder(s) of JU] would go to the institute out of which 50% (i.e. 25% of the revenue earned) will go to IIC for promotion of innovation and IPR related activities.

All members of the group of inventors shall sign a Revenue Sharing Agreement Form (as given in Annexure - V).

(D) Patent owned by the Start-Ups of JU Incubation Centres

Possibilities:

There can be two cases:

Case D1: IP by internal start-up of JU Incubation centres

Patent is to be done in the name of the University. Institute financial support for patent filing will be there. After getting the grant, university will do technology transfer in the name of the Start-up.

OR

Patent will be done in the name of start-up. After granting the patent is to be transferred in the name of the University. University will do technology transfer in the name of the Start-up

Financial Support from University:

Provision of Institute financial support for patent filing can be there if requested using proper format

Revenue Sharing: will be done as per agreement with the JU Incubation Centre.

Case D2: IP by external start-up of JU Incubation Centre

IPR and Revenue Sharing will be done as per agreement with JU Incubation Centre

5.2.2 Copyright on Software, Industrial design, IC layout design

The Institute shall be the owner of all invention(s) including software, design, and integrated circuit layouts, created by a team of the Institute and non-Institute personnel associated with any activity of the Institute. Non-Institute personnel, who can create invention(s) including software, design, and integrated circuit layouts at the Institute without any intellectual contribution of the Institute personnel and use of the Institute resources, shall be the owner of such invention(s). In that case Non-Institute personnel should sign an agreement with the concerned institute personnel.

5.2.3 Copyright other than Software, Industrial design, IC layout design

i. The copyright owned by the author(s):

The copyrights for textbooks, research materials, articles, monographs, teaching- learning resource materials and other scholarly publications can be owned by the authors unless restricted by the agreement. These may also include popular novels, poems, musical composition, other works of artistic imagination, etc.

ii. The copyright owned by JADAVPUR UNIVERSITY:

(a) The copyright can be owned by JADAVPUR UNIVERSITY if the work is developed under any contract.

(b) Where copyright has not been assigned to the Institute, the Institute will be entitled to a non-exclusive, non-transferable license to use the work within the

Institute for non-commercial educational and research purposes, or to possess a limited number of copies for such purposes, whichever is relevant.

iii. Copyright owned by student(s)

(a) Authorship of thesis, dissertations, laboratory records, and of other documents that are produced by a student during the course of his/her study can be claimed by the student/supervisor but, the copyright ownership should be assigned to JADAVPUR UNIVERSITY. The same is not applicable to research publication.

(b) If there is any possibility for generation of IP from the thesis, concerned supervisors/inventors should take steps to protect the IP. Thesis which will generate the IP may be recommended for award.

5.2.4 Trade Marks

Trade and service marks related to goods and services involving JADAVPUR UNIVERSITY (including Incubation centre) will be owned by JADAVPUR UNIVERSITY. JADAVPUR UNIVERSITY would allow the use of its name and trademarks owned by it to the Third party(ies) to whom IP has been licensed/assigned through a signed agreement on following conditions:

(a) IP is intended to be used for the benefit of society.

(b) IP is licensed/assigned with an undertaking from the licensee/assignee that IP will be used-

i. in a responsible manner to create a product/process conforming to environmental safety, and good manufacturing practices promoted by the Government of India and its regulatory bodies.

ii. without any liability to JADAVPUR UNIVERSITY in case of misuse of IP or accidental damage accruing due to use of IP.

(c) In no case IP will be used against the interest of India.

In all such cases, the licensee/assignee must take prior approval of JADAVPUR UNIVERSITY about the manner in which the name of JADAVPUR UNIVERSITY and its trademarks are to be used in any media including print and electronic media.

6. IPR ADMINISTRATION

This policy shall be applicable to all the institute and non-Institute personnel associated with any activity of the Institute such as, but not limited to outcomes of research, consultancy or continuing education programmes, and covers different classes of Intellectual Property-Patents, Designs, Trademarks, Copyright, unpatented technology & biological materials, Integrated Circuits Layout and other creative works.

6.1 LEGAL STATUS OF IPR POLICY

This policy shall be applicable from the date to be notified by the Institute. Any addition, insertion and/or deletion from the policy document, which curtails the rights of a creator, will not operate retrospectively. Any alterations in this policy will not take effect until the Institute's IPR Management Committee takes a

decision and subsequently is ratified by the Executive Council. Such changes would be effective for inventions and other research results arising out in the future. Institute personnel are required to observe the institute's policy on Intellectual Property Rights as may be decided by the IPR Management Committee & the Executive Council from time to time.

6.2 CONSTITUTION OF INSTITUTE'S IPR MANAGEMENT COMMITTEE

An Institute's IPR Management Committee will be as follows (with a power to co-opt a maximum of 2 members):

Vice Chancellor or anybody nominated by him/her	Chairman
Convener, IPR Cell or anybody nominated by him/her	Coordinator
President, IIC or anybody nominated by him/her	Joint Coordinator
Vice - President, IIC	Member
Convener, IIC	Member
Finance Officer or anybody nominated by him/her	Member
Faculty Representative-1 from Faculty of Engineering and Technology nominated by the VC/Dean, FET	Member
Faculty Representative-2 from Faculty of Science nominated by the VC/Dean, Faculty of Science	Member
Faculty Representative-3 from Faculty of Arts nominated by the VC/Dean, Faculty of Arts	Member
Faculty Representative-4 from FISLM nominated by the VC/Dean, FISLM	Member

For the evaluation of any invention, Convener IPR Cell will take appropriate decision on case to case basis.

7. DISCLOSURE

When the creators/inventors find that they have generated intellectual property for which ownership would be with JADAVPUR UNIVERSITY as per policy laid out here, they shall report it promptly in writing a request letter (as per format given in Annexure - I) along with duly filled up "Intellectual Property Disclosure Form" (format given as Annexure - II) along with relevant documents, data and information, to the IIC/IPR Cell using the Intellectual Property Disclosure Format. Disclosure is a critical part of the IP protection process for claiming the inventor-ship. The information shall constitute a full and complete disclosure of the nature, particulars and other details of the intellectual property, identification of all persons who constitute the creator(s) of the property, and a statement of whether the creator believes he or she owns the right to the intellectual property disclosed, or not, with reasons. Where there are different creators of components that make up a system, the individual creators and their contributions must be identified and treated separately. In case of the sponsored and/or collaborative work the provisions of the contract pertaining to disclosure

of the creative work is applied. By disclosure the inventor(s) shall assign the rights of the disclosed invention to the institute.

8. CONFIDENTIALITY

Every creator in the group as well as everyone involved in the protection process will not disclose the details of the IP to any person/organization without prior written permission of the Institute [IPR Cell]. In case of thesis and other such written documents containing details of patentable invention, all measures need to be taken on behalf of the inventors as well as the institute to avoid attracting the public disclosure clause leading to denial of patent right. The creator(s) in such cases may request the Institute not to place the concerned thesis for a certain period in the public domain. The Institute on receiving written request will take measures for protection of intellectual property of the inventors.

9. LICENSING OF IP

Institute, through IIC, will approach external agencies for licensing of IP owned by it. License Agreement Form (as given in Annexure - IV) shall be signed by the Registrar, JU, and the creator(s) of the IP being transferred, on behalf of the Institute. In case of IP involving more than one creator, a coordinator among the creator(s) shall be identified by the IPR Cell for IP protection purposes. At this stage, all members of the group of creators shall sign a Revenue Sharing Agreement (as given in Annexure - V) for the PATENT being transferred. This revenue sharing agreement may be modified at any time on mutual consent among the creators and intimated to the Institution's Innovation Council (IIC). Any conflict with regard to revenue sharing among the creators will be resolved by the Institute which is binding on all the creators of the IP.

10. STEPS FOR FILING PATENT AT JADAVPUR UNIVERSITY

10.1 PROCEDURE

- Inventors must ensure by patentability search results that the Invention does not previously exist in the form of Patent or Non-Patent Literature.
- For filing a Patent, creator/Inventor should submit a request letter (as per format given in Annexure - I) along with duly filled up "Intellectual Property Disclosure Form" (format given as Annexure - II) in hard / soft copy along with the positive patent search report to IIC/IPR Cell. If funding is sought from the University, duly filled up "PATENT/IP-RELATED FUNDING REQUEST FORM" (format given as Annexure - III) is to be submitted alongside.
- The proposal will be evaluated by the IIC/IPR Cell. If the proposal is OK in all respects, it will be recommended for filing the patent.
- IIC/IPR Cell may give any following recommendation: (i) Proposal is recommended for processing and filing, (ii) Proposal is recommended for revision.

- If the recommendation is positive, the invention will be sent to one of the empanelled Patent attorneys of Jadavpur University as decided by IIC/IPR Cell.
- If any revision is recommended then the inventor has to revise and resubmit it. The inventor may be requested to give a presentation and/or show the patentable product.
- At the time of draft preparation of Patent application, the attorney may contact the Inventors/creators regarding draft approval of the application; the inventor may provide his input to the attorney and ask for any modification/rectification in the draft.
- To file the patent application at the patent office, the attorney will provide the different Forms. The Inventors are supposed to go through all forms & return it to the IPR Cell for power of attorney. Form-1 should be originally signed by inventors, Photocopy/ scanned signatures on Form-1 are liable for rejection of patent. In every case Jadavpur University will remain the applicant for the patent filing and Registrar, Jadavpur University will be power of attorney and signatory in Form-1.
- Patent filing and grant of certificate is a long procedure, after the submission of a patent application at the patent office, it takes around 18 months for the patent application publication under normal route. Further, the application will proceed through the stages of pre-grant opposition (if any), examination, and post-grant opposition (if any), Patent Certificate is being granted subsequently. On receiving patent rights, the inventor should submit a copy of the corresponding document to the IPR Cell.
- Other forms of intellectual property generated during the course of research and development, such as copyrights, design registrations, trademarks, etc. will essentially follow the same procedure as above.
- In case the contract/agreement / MOU with a sponsor specifies that the sponsor will manage the process of filing of patents and bear the associated costs, the creators will provide information to the IIC/IPR Cell of each such filing/application. Details of the invention need not to be provided in such cases in the interest of confidentiality, if so desired. Progress of the application through various stages will be informed to the IIC/IPR Cell by the creators as and when the creators become aware of such progress.
- Decision about any case not listed above will be decided by the IPR Cell as per case to case basis.

10.2 FUNDING

Attorney charges and official Govt. fees for the following (as and when needed) may be granted by Jadavpur University as detailed in Section 5.3.1. Attorney charges and official charges may change from time to time and will be as per prevailing rates on the date of patent filing.

10.3 FILING OF INTERNATIONAL PATENT

Subject to provision of section 39 of the Patent Act, 1970 the Institute shall, decide on the suitability of protection of the invention in foreign countries within six months of filing the Complete IP Application in India if no secrecy direction

is received from Patent Office. If the Institute opts not to undertake such protection in any specific country requested by the inventor(s) relating to the application where no secrecy has been imposed by the Patent Office, the Institute shall assign rights of the IP in that country to the creator(s) for the purpose of such protection.

10.4 RENEWAL OF IP RIGHTS

Though creators/inventors may apply for renewal of their Patent Rights, the IPR Cell will take a decision on the same in cases where the institute is sole owner. If the Institute decides not to renew the IPR, then the creator/inventor has the freedom to renew IPR on their own.

11. AGREEMENTS AND CONTRACTS

11.1 AGREEMENT CATEGORIES AND AUTHORIZED SIGNATORIES

All agreements including but not limited to the following categories, undertaken by any Jadavpur University personnel and students need to be approved by Jadavpur University.

- i. Allegiance, Affirmation & Confidentiality Agreement
- ii. Consultation Agreement
- iii. Evaluation Agreement
- iv. Research and Development Agreement
- v. License Agreement
- vi. Technology Transfer Agreement
- vii. Alternative Dispute Resolution Agreement
- viii. Classified Information Non-disclosure (specific) Agreement
- ix. Revenue Sharing Agreement

Dean (R&C) will act as a final signing authority in all the categories of agreements listed above. SRCC will facilitate the process of framing such agreements by way of providing templates and services of professional consultants.

11.2 INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY INSURANCE

In any contract with the licensee, Institute shall obtain indemnity from legal proceedings against the Institute including its employees, without limitation, due to reasons including but not limited to manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation. Generally, Institute shall obtain, through appropriate agreement, indemnification from the organization to which IP is transferred, against any direct or third party legal liability arising out of commercial exploitation of IP. Any computer software developed and distributed by the Institute either through public domain or commercially, shall have explicit disclaimer against any liability arising out of the use of software by any user. Institute shall retain the right to engage in any

litigation concerning patents and license infringements.

12. CONFLICT OF INTEREST

All creators/inventors are responsible for compliance with government rules and JADAVPUR UNIVERSITY's policies and ordinances related to development and use of IP generated. In all activities arising out of implementation of IPR policy of the Institute, all faculty members/creators/inventors are expected to avoid potential and mutual conflicts of interest.

13. DISPUTE RESOLUTION

In case of any disputes between Jadavpur University and the creator(s) regarding the implementation of the IP policy, the creator(s) may appeal to the Vice-Chancellor of Jadavpur University. The Vice-Chancellor's decision in this regard would be final and binding on both institute and creator.

14. JURISDICTION

As a policy, all agreements to be signed by Jadavpur University will have the jurisdiction of Kolkata High Court and shall be governed by appropriate laws in India.

15. ANNEXURE(s)

Annexure - I: REQUEST LETTER FOR PATENT FILING

Annexure - II: INTELLECTUAL PROPERTY DISCLOSURE FORM

Annexure - III: PATENT-RELATED FUNDING REQUEST FORM

Annexure - IV: LICENSE AGREEMENT FORM

Annexure - V: REVENUE SHARING AGREEMENT FORM

Annexure - VI: BUSINESS/TECHNOLOGY TRANSFER REQUEST FORM

Annexure - VII: FORMAT OF NOC/INSTITUTE APPROVAL FOR PATENT FILING
[for Inventors from external Institute/organization]

Annexure - VIII: APPLICATION FORM FOR NOC FOR BEING AN INVENTOR IN
A PATENT FILED BY EXTERNAL ORGANIZATION(s) [for Inventors from
Jadavpur University]

Annexure - IX: APPLICATION FORM FOR NOC FOR PATENT FILING IN
INDIVIDUAL NAME(s) [for Inventors from Jadavpur University]

ANNEXURE-I

To
The Convener, IPR Cell
JADAVPUR UNIVERSITY

Sub: REQUEST LETTER FOR PATENT FILING

I [Name]
working as [Designation] in Department of
.....
.....have developed a technical know-how

Titled:

.....
....., which I feel has immense commercial potential, and can benefit the Institute (Please attach positive patent search report)

The source of funding for development of technical know-how in question is:
.....

[If the source of funding is other than Jadavpur University, then please attach the consent letter and/or no-objection from the funding agency and Memorandum of understanding or Agreements, if any]

I will abide by the rules and regulations for filing patent at Jadavpur University

I am submitting the Intellectual Property Disclosure Form along with the application.

I also declare that by filing this Patent I am not voiding any agreement/MoU with any third party

.....
Signature with Date and Name (BLOCK LETTERS)

ANNEXURE-II

To
The Convener, IPR Cell
JADAVPUR UNIVERSITY

Sub: JADAVPUR UNIVERSITY INTELLECTUAL PROPERTY DISCLOSURE FORM

1. APPLICANTS:

- (a) Jadavpur University
 - (b)
 - (c)
- (Relevant MoU / Letter of request to be appended)

2. TITLE OF THE INVENTION:

3. TYPE OF THE PATENT APPLICATION: Provisional/Complete/PCT/Foreign filing

(Please tick mark the relevant option)

4. NAMES OF THE INVENTORS (Add /Delete, if applicable):

i) Name:

Affiliation and Address:

Email ID:

Contact Mobile No:

ii) Name:

Affiliation and Address:

Email ID:

Contact Mobile No:

iii) Name:

Affiliation and Address:

Email ID:

Contact Mobile No:

iv) Name:

Affiliation and Address:

Email ID:

Contact Mobile No:

5. PUBLICATION OR DISCLOSURE OF THE INVENTION:

(a) Whether the invention is disclosed before in public by publication/presentation/poster/display/launch

(b) Please provide details of such publication including title, date, etc.
(Kindly append documents supporting the same)

6. SPONSORING AGENCY DETAILS:

(Kindly append any Terms & Conditions, MoU/Agreement therewith)

7. INFORMATION ON STAGE OF THESIS (UG/PG/Doctoral):

(a) Thesis has been submitted and date of submission:

(b) Expected date of thesis submission:

8. USE OF BIOLOGICAL MATERIAL & INVOLVEMENT OF TRADITIONAL KNOWLEDGE:

(Kindly give the details if any use of biological material has been made for the invention or any traditional knowledge is involved.)

9. BACKGROUND:

(a) What led you to create this invention / what are the problems intended to be solved by your invention?

(b) Current technologies /products/processes that provide solution(s) for the same problem(s)

(c) How does your invention address/improve on the drawbacks and deficiencies of available solutions?

10. DETAILS OF INVENTION:

(Kindly enclose a brief abstract of the Invention highlighting the novel features thereof along with a few keywords in order to facilitate a patent search on the subject.)

(a) 3-4 relevant keywords related to the invention

(b) Whether your invention relates to a Product / Process / Both

(c) Novel Features of the invention

(d) Use /Applications of invention.

(e) Alternatives to your invention (if any)

11. COMMERCIALISATION DATA

(Kindly give the names and complete addresses of different companies which could be interested in the commercial use of this technology.)

I / We hereby CERTIFY that the particulars herein given by me are correct to the best of my knowledge and belief.

Signature of Inventor(s) with date

ANNEXURE-III

**To
The Finance Officer
JADAVPUR UNIVERSITY**

Sub: PATENT/IP-RELATED FUNDING REQUEST FORM JADAVPUR UNIVERSITY

I/We,of
the
(Department/School), Jadavpur University, being the main inventor/ inventors of the
invention titled.....
.....under

the Patent Application No....., do hereby agree to abide by the revenue sharing clause (5.2) of the IPR Regulations of Jadavpur University and request the Institute for kind consideration of sanction of Rs..... to reimburse expenses (bill attached) in connection with filing patent application/filing response to examination reports/early publication and examination/maintenance fee/commercialization/...../ of patent application on the invention titled.....

A copy of the positive patent searching report/Patent application proof/ patent grant certificate is attached herewith for your kind consideration.

With regards,

Name(s) of the main inventor/Inventors

Signature(s)

Date:

Place.....

Forwarded by

**The Convener, IPR Cell,
JADAVPUR UNIVERSITY**

ANNEXURE-IV

LICENSE AGREEMENT FORM JADAVPUR UNIVERSITY

1.0 THE AGREEMENT

- 1.1 THIS AGREEMENT made and entered into on this..... of, Two Thousand..... between **Jadavpur University, 188, Raja S C Mullick Road, Kolkata - 700032, West Bengal** (hereinafter called **LICENSOR**) of the one part;
AND
- 1.2 **M/s**a Company/Firm having its registered office in India at..... (hereinafter called the **LICENSEE** which expression shall where the context so admits include its successors and permitted assignees) of the other part.

2.0 **PREAMBLE**

- 2.1 WHEREAS Jadavpur University , A Government of West Bengal funded, (hereinafter called the **LICENSOR**) has developed and is in full possession of the patent right throughan employee/ student of the Institute to “” as detailed in Technology Document (hereinafter called **KNOW-HOW**) for production and sell of “” as specification laid down in Technology Document.
- 2.2 And whereas LICENSOR at the request of the LICENSEE has agreed to grant LICENCE to the LICENSEE for utilization the KNOW-HOW on terms & conditions hereinafter contained.

3.0 **SCOPE OF AGREEMENT**

- 3.1 This Agreement details the modalities and the terms and conditions for the grant of LICENCE by LICENSOR to the LICENSEE for utilizing the said KNOW-HOW, the rights and obligation of either party hereto and the financial agreement between the parties.

4.0 **GRANT OF LICENCE**

- 4.1 In consideration of the payment as provided for in Clause 5 of this agreement and performance by the LICENSEE of the covenants herein contained LICENSOR hereby grants to the LICENSEE the LICENCE to utilize the KNOW-HOW to make, use and sell the PRODUCT.
- 4.2 LICENSOR is the owner of technologies, including the patents, copyright, trademark and trade secrets relating to The LICENCE hereby granted to the LICENSEE by LICENSOR for utilization of KNOW-HOW **in India on Non-exclusive basis** and Jadavpur University reserves the right to grant similar LICENCE as its discretion to others.
- 4.3 The LICENCE shall come into force from (hereinafter called the EFFECTIVE DATE) and shall remain valid for the **period of five (05) years thereafter**.

5.0 **FINANCIAL AGREEMENTS**

- 5.1 In consideration of the LICENCE hereby granted and the transfer of KNOW-HOW by LICENSOR to the LICENSEE, the LICENSEE shall pay to LICENSOR as hereunder :

LICENCE Fee :

1) Lump sum premium of Rs. (Rupees Lakh only) plus prevailing Service Tax on the date of signing Agreement (lump sum premium to be decided based on consensus among the inventor(s), Institute (IPR cell)and the licensee considering the invention and market.

2) Royalty:@% of sale value on each product plus S.Tax at actual. The terms & conditions governing the payment of royalty as in revenue sharing clause 5. The percentage of royalty will be decided following the same mechanism as detailed under clause 1) of License Fee following the provisions of terms and conditions of Royalty payment as in ANNEXURE-I of this agreement.

6.0 **RESPONSIBILITIES OF LICENSOR**

- 6.1** Transfer of Know-how
JADAVPUR UNIVERSITY (LICENSOR) shall within 60 days of the EFFECTIVE DATE handover to the LICENSEE Technology Transfer Document (TTD) consisting of (a) Technical Specifications (b) manufacturing process (c) Bought-out Items containing list of materials used with specifications & list of necessary equipment & their specifications (d) Operational Manual containing Process Manual, Schematic list & necessary drawings etc.
- 6.2** The Transfer of Know-how shall be deemed as completed on performance by LICENSOR the task stipulated in Clause 6.1
- 6.3** LICENSOR shall guide the LICENSEE for successful commercialization of the Technology at the Lab.
- 7.0** **RESPONSIBILITIES OF LICENSEE**
- 7.1** The LICENSEE shall employ its best endeavor to work the KNOW-HOW and sell the PRODUCT on a commercial sell. The LICENSEE shall commercialize the KNOW-HOW within a period of **twelve (12) months from the date of transfer** of KNOW-HOW as defined in Clause No. 6.2. If the Licensee is unable to set up production within stipulated period, viz. **12 months** due to unavoidable circumstances and causes beyond the control of the Licensee, the LICENSEE shall make a request in writing for extension of the time limit before the expiry of the date, giving detailed reasons. The request will be carefully examined and considered by the Licensor and then decided on by the Licensor. The decision of the Licensor in this regard shall be final and binding on the Licensee.
- 7.2** Fulfilment of all procedural, legal, operational requirements for the commercial implementation of the KNOW-HOW shall be the responsibility of the LICENSEE.
- 7.3** The LICENSEE acknowledges the absolute ownership of KNOW-HOW by CSIR and shall not dispute the legality, validity or enforceability of LICENCE granted.
- 7.4** It shall not be opened to the LICENSEE to claim the KNOW-HOW in his / its own name on the plea of having affected any improvements/modifications upon the KNOW-HOW or upon the PRODUCT. All PRODUCTS manufactured by the LICENSEE shall be deemed to have been manufacture under the LICENCE hereby granted.
- 7.5** The LICENSEE shall permit the personal of LICENSOR or its attorneys or duly authorized persons, at all convenient time to enter into and upon any premises of LICENSEE where PRODUCTS under this LICENCE, are manufactured/stocked/ sold/used for the purpose of inspecting the same and manufacture thereof, generally to ascertain that the provision of this LICENCE are being completed with and quality of the PRODUCT maintained.
- 7.6** The LICENSEE shall not, at any time, assign, mortgage, charge, grant sub LICENCE or otherwise deal with possession or control of the LICENCE hereby granted.
- 7.7** The LICENSEE shall not directly or indirectly and either by itself or by its agents use the KNOW-HOW otherwise then in accordance with these presents.
- 7.8** The LICENSEE shall not file any application for seeking Intellectual Property Rights in its own name or in the name of other person(s) on any matter relating to the information disclosed to it

by LICENSOR under this agreement, save with the written prior approval of CSIR.

7.9 The LICENSEE shall not oppose or direct or cause any person(s) to oppose any application seeking Intellectual Property Rights relating to the PRODUCT and/or KNOW-HOW filed by LICENSOR.

7.10 The LICENSEE shall treat as strictly confidential all information/knowledge obtained from LICENSOR in connection with or relating to the LICENCE hereby granted.

8.0 GENERAL PROVISIONS

8.1 During the currency of the agreement both parties shall promptly disclose to each other in writing, all or any improvements or modifications made on the KNOW-HOW / PRODUCTS. All such improvements/modifications shall then formed an integral part of the KNOW-HOW.

8.2 These presents shall not be construed as a warranty by LICENSOR of the novelty, utility, sale ability and work ability of the KNOW-HOW / PRODUCT.

8.3 The agreement shall be the sole repository of the terms & conditions agreed to herein by and between LICENSOR and the LICENSEE and no amendment thereof shall take effect and be binding on either of them except as provided for in Clause 15 hereunder.

8.4 LICENSOR (JADAVPUR UNIVERSITY) shall not be responsible for any damage to property/ plant/material/personnel of Licensee (.....)or a third Party during the course of or consequent to implementation of results of the KNOW-HOW by or on behalf of the LICENSEE (.....)

9.0 9.1 ACKNOWLEDGEMENT

The LICENSEE shall affix in a conspicuous manner upon every PRODUCT and / or mode of packaging containing the PRODUCT a level or plate bearing the inscription "LICENSOR KNOW-HOW" in letters of size not less than half the nominal size of the largest size of letters given either the name of LICENSEE or its brand name or trade mark for the PRODUCT. The LICENSEE shall not sell PRODUCT without such level or plate being affixed thereon. Similarly every advertisement, hoarding, technical literature publicity and the like material in respect of or relative of the PRODUCT issued by the LICENSEE shall include the same inscription as aforesaid in a prominent manner.

9.2 LICENSEE should exhibit the **Logo of LICENSOR** prominently either on front or rear in all LICENCED PRODUCTS manufactured and sold.

10.0 10.1

FORCE MAJEURE

Neither PARTY shall be held responsible for non-fulfilment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquake, Strikes, Lockouts, Epidemics, Riots, Civil Commotions etc., provided on the occurrence and cessation of any such event the LICENSEE effected thereby shall give a notice in writing to the other PARTY within one

month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the PARTIES shall jointly decide about the future course of action.

11.0 11.1 INDEMNITY

LICENSOR hereby agrees to authorize and to empower the LICENSEE to Institute and prosecute such suits or proceeding as the LICENSEE may deem expedient, to protect the rights hereby conferred and for the recoveries of damages and penalties for the infringement of such rights and to secure to the LICENSEE full benefits of this LICENCE and for any such purpose to use the name of LICENSOR. The LICENSEE in its term

11.2 shall indemnify the LICENSOR against damages, costs and expenses occasioned by such proceedings, and the LICENSOR shall in any such proceedings, at the expense of the LICENSEE afford to the LICENSEE all proper and or reasonable assistance in providing and defending its title to the grant of the rights hereby conferred.

12.0 12.1 The liability of the Licensor (JADAVPUR UNIVERSITY), if any shall be limited only to the extent of the amount paid by the LICENSEE (.....) to LICENSOR (JADAVPUR UNIVERSITY).

12.2 TERMINATION OF AGREEMENT

This agreement may be terminated by either of the PARTIES forthwith if the other PARTY commits breach of any of the terms hereof and shall have failed to rectify such breach within sixty (60) days of the notice in this behalf having been served of it by the other LICENSEE.

In addition to the reasons for termination as set forth above, this agreement may be terminated forthwith if either of the PARTIES voluntarily or involuntarily enters into composition, bankruptcy or similar reorganization proceedings or if applications invoking such proceedings have been filed.

13.0 13.1 SETTLEMENTS

Upon termination of the Agreement

All rights granted to and the obligation undertaken by the PARTIES hereto shall cease to exist forthwith except the obligation of the LICENSEE to keep KNOW-HOW in confidence vide Clause No.7.10 herein and pay royalty as per Clause No.5.1(ii) above accrued on or prior to the date of such termination, make written reports and keep records, files and books hereto and the right of LICENSOR to inspect the same.

13.2 The LICENSEE or its assigns will not utilize the KNOW-HOW to manufacture the PRODUCT and the LICENSEE shall immediately deposit with LICENSOR the original and all copies TTD, and other documents/data related to this LICENCE received from LICENSOR.

13.3 The LICENSEE shall immediately pay to LICENSOR all amounts of money due from it up to the date of termination. Also all sums of money hereto paid by the LICENSEE under the terms of this LICENCE shall be forfeited to LICENSOR and the LICENSEE shall not be entitled to any credit or allowance in respect thereof.

13.4 The LICENSEE will not be debarred from disposing off the PRODUCTS which are already manufactured or in the process thereof by sale or otherwise. Such disposal will, however, not be effected unless and until the LICENSEE remits to LICENSOR the entire amount of

royalty due, in accordance with Clause No.5 above including the PRODUCT sought be disposed off.

14.0 14.1 NOTICES

All notices and other communications required to be served on the

LICENSEE under the terms of this agreement, shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail the LICENSEE at its last known address of business. Similarly, any notice to be given to JADAVPUR UNIVERSITY shall be considered as duly served if the same shall have been delivered to, left or posted by registered mail to JADAVPUR UNIVERSITY.

15.0 15.1 AMENDMENTS TO THE AGREEMENT

No amendment or modification of this agreement shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this agreement. The modifications/changes shall be effective from the date on which they are made/executed unless otherwise agreed to.

16.0 16.1 ASSIGNMENTS TO THE AGREEMENT

The rights and/or liabilities arising to any party to this agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

17.0 17.1 CONFIDENTIALITY

During the tenure of this Agreement, all the parties undertake on their behalf and on behalf of their employees / representatives / associates involved in the joint project (s) to maintain a strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged / generated under this Agreement for any purpose other than in accordance with this Agreement. Disclosure thereof for any purpose other than in accordance with this Agreement shall be a breach of this Agreement.

18.0 18.1 ARBITRATION

Except to hereinbefore provided any dispute arising out of this Agreement, the same shall be referred to the arbitration of two arbitrators, one to be appointed to each party to the dispute, and in case of difference of opinions between them to an umpire appointed by the said two arbitrators before entering on the reference, and the decision of such arbitrators or umpire, as the case may be, shall be final and binding on both parties. The venue of arbitration shall be at such place as may be fixed by such arbitrators or umpire and the arbitration proceedings shall take place under the Indian Arbitration Act, 1996 or any statutory modification thereof. Each party shall bear and pay its own cost of arbitration proceedings unless the arbitrator, otherwise, decides in the award (or shall be shared equally). The provision of this clause shall not become in-operative notwithstanding this Agreement expires or ceases to exist or if terminated or revoked.

19.0 19.1

This agreement has been executed in two originals one of these has been retained by LICENSOR and the other by the LICENSEE.
In witness whereof the parties hereto have signed this agreement the day, month and year mentioned hereinbefore.

SEAL OF PARTIES

For and on behalf of LICENSOR

For and on behalf of LICENSEE

Registrar

M/s

.....
.....

Main Inventor

Jadavpur University, 188, Raja S
C Mullick Road, Kolkata -
700032, West Bengal

Seal:

Seal:

Date:

Date:

Signed at:

Signed at:

1. Witness (Name & Address)

1. Witness (Name & Address)

2. Witness (Name & Address)

2. Witness (Name & Address)

ANNEXURE-V

**To
The Convener, IPR Cell
JADAVPUR UNIVERSITY**

Sub: REVENUE SHARING AGREEMENT FORM

I/We,of
the
(Department/School), Jadavpur University, being the main inventor/ inventors of the
invention titled.....
.....under

the Patent Application No....., do hereby agree to abide by the revenue sharing clause (5.2) of the IPR Regulations of Jadavpur University .

Name(s) of the main inventor/Inventors.....
.....

Signature(s)
.....

Date:

Place.....

For Office Use only

APPROVAL

Jadavpur University is pleased to accord approval to the patent application on the invention entitled.....
.....
under Application No.....by the main inventor(s) of
.....
.....(Department/School), Jadavpur University.

যাদবপুর বিশ্ববিদ্যালয়
কলকাতা - ৭০০ ০৩২, ভারত
Signature of Convener (IPR Cell) with seal.



JADAVPUR UNIVERSITY
KOLKATA-700 032, INDIA

IPR CELL

ANNEXURE-VI

BUSINESS/TECHNOLOGY TRANSFER REQUEST FORM

Please complete this form including any applicable attachments

Within 7 business days of receipt of this form, you will be provided with the reference id for your request and the name of the technology transfer specialist who will handle the request. a technology transfer specialist will contact the primary JU contact to fully define the request in 8-15 business days.

Please note: the JU and partner contacts will be initiating discussion but not necessarily the lead investigators, lab chiefs, or signatories.

ANNEXURE-VII

FORMAT OF NOC/INSTITUTE APPROVAL FOR PATENT FILING

JU Primary Contact Information (required)	Partner Primary Contact Information (if applicable)
Department/School:	Company, University, or Institution Name:
Name: Phone: Email:	Name: Phone: Email:
Secondary CDC contact information related to this request:	Secondary Partner contact information related to this request:

Description of the request (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> New Request
<input type="checkbox"/> Amendment; original Ref ID(s) if known: | <input type="checkbox"/> *** Emergency Request; please describe in "Project Scope" ***
<input checked="" type="checkbox"/> Yes, a valid justification from my Division Director is attached |
|--|---|

I want to...

- Communicate Confidential Data / Information
- Transfer Research Materials

And CDC will act as the:

- Provider
- Recipient
- Mutual Transfer

I need assistance regarding...

- Licensing: Biological Material, Technology, or Software
- Research Collaboration
- Letter of Interest
- Employee Invention Report
- Trademark Questions
- User Fee
- Other (please provide a short description in "Project Scope")

Project Scope

Option 1: A brief summary of the research, project, or request is attached

- Yes No

Option 2: A short description included here:

It is certified that(Name) is currently holding the position of(designation) of the(Department/Sector), in (institute/organization name). He/she being one of the inventors of the invention titled invented in Jadavpur University for which the patent is being filed by Jadavpur University, the institute/organization have no objection in inclusion of his/her name as an inventor in the above mentioned patent application.

.....
Signature of Authorised Signatory from the
Institute/Organisation
with Seal

ANNEXURE-VIII

Application for NOC for being an Inventor in a PATENT filed by External organization(s)

I holding the position of
.....
(designation) of
the.....(Department/School), Jadavpur
University, am one of the inventors of the invention titled
..... (Title of the patent) for
which the patent is being filed by (name of the
patent filing organization). I hereby request the University to issue NOC for inclusion of my name
as an inventor in the above mentioned patent application. I also declare that by filing this Patent
I am not voiding any agreement/MoU with any third party. I shall abide by the revenue sharing
provisions as per Jadavpur University IPR regulations.

Signature.....

Approval of NOC from Jadavpur University for being an Inventor in a PATENT filed by External organization(s):

Jadavpur University is pleased to provide the NOC to(Name)
for inclusion of his/her name as an inventor in the above mentioned patent application.

.....
Signature of The Registrar,
Jadavpur University
with Seal

.....
Signature of The Convener, IPR Cell,
Jadavpur University
with Seal

ANNEXURE-IX

NOC for patent filing in Individual Name(s)

I/We holding the position of
..... (designation) of the
..... (Department/School) of Jadavpur
University, being the main inventor/ inventors of the invention
titled.....

and as invented in Jadavpur University, request the Institute to issue NOC/ accord approval for
filing of application for patent in individual name(s). I/we want to file patent in individual
name(s)

because:.....
.....
.....
..... (cite

appropriate reason). Here, I agree to personally bear the cost of such filing of patent application.
I shall abide by the revenue sharing provisions as per Jadavpur University IPR regulations.

Signature (s).....

NOC/Approval from Jadavpur University for Patent Filing

Jadavpur University is hereby providing approval to the above-mentioned filing of patent
application.

.....
Signature of The Registrar,
Jadavpur University
with Seal

.....
Signature of The Convener, IPR Cell,
Jadavpur University
with Seal