

# INTELLECTUAL PROPERTY (IP)POLICY

JANUARY 2019



**Indian Institute of Engineering Science &Technology, Shibpur**



उत्प्रेक्षित ज्ञानमय प्रामाण्य संशोधन निबोधन  
INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY, SHIBPUR  
भारतीय अभियान्तिकी विज्ञान एवं प्रौद्योगिकी संस्थान, शिवपुर



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## **1. PREAMBLE**

In continuance of its past 162 years of service to the nation in its different forms as Bengal Engineering College, B.E College Deemed University, Bengal Engineering and Science University and finally as Indian Institute of Engineering Science & Technology, Shibpur (hereinafter referred to as the Institute and/or IIESTS), the Institute has dedicated itself in providing the technical manpower and know-how with a mission of remaining one of the leading centres of teaching, research and extension in Engineering and Technology through total commitment to excellence in every endeavour.

The pace of modern science, resulting in new and useful inventions, initiated a need for a central policy in determining the course of creation, protection and commercialization of intellectual property at IIESTS. This has resulted in establishment of the Intellectual Property Right (IPR) Cell to encourage creation and protection of intellectual property in the Institute.

Intellectual property plays an important role in providing a competitive edge to an organization. The intangible assets of an organization - such as knowhow, inventions, brands, designs and other creative and innovative products - are, today, often more valuable than its physical assets. Keeping this in mind, this Intellectual Property Rights Policy Document (hereinafter referred to as the IP Policy, IIESTS ) of the Institute seeks to provide guidance to academic and non-academic staff, students, scholars, and outside agencies on the practices and the rules of the Institute regarding intellectual property rights (IPR) and obligations which include the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements. The policy laid down in this document is expected to fulfil the commitment of the Institute to promote academic freedom and provide a conducive environment for research and development.

## **2. THE INTELLECTUAL PROPERTY (IP) POLICY**

### **2.1 Objectives of the IP Policy**

The major objectives of the IP Policy, IIESTS are:

- To impart knowledge about intellectual property rights to faculty, staff, scholars and students.
- To lay down a transparent administrative system for assessing the ownership and assignment of intellectual property.
- To facilitate the faculty members, staff members, research scholars and students to obtain IP.
- To explore possible commercialization of the IP owned by the Institute.
- To frame guidelines regarding share and revenue earned for the Intellectual Property between the inventor and the Institute



IP Policy, IESTS is intended to provide a healthy atmosphere conducive to research and development through a generous system of rewards and incentives for the creation of intellectual property while at the same time giving proper consideration to the economic rights and responsibilities of the Institute. This document is intended to introduce, regulate, and organize issues related to intellectual property within the Institute. It also reaffirms the Institute's commitment to scientific endeavours, academic excellence and the dissemination of knowledge. This policy is intended to spell out the responsibilities of the Institute and its employees and to establish a framework for ethical conduct.

This Policy is further intended to protect the respective interests of all participants by ensuring that the benefits of such property accrued to the public, to the inventor, to the Institute and to sponsors of specific research projects in varying degrees of protection, monetary return and recognition, as circumstances justify or require.

## **2.2 Guidelines**

This IP Policy is to be followed in all matters related to IPR at IESTS. In view of the evolving nature of the IP scenario, this policy may be modified from time to time to suit the emerging needs, or on a case-by-case basis. The IPR Cell will address such specified cases by using this IP policy document as the guidelines.

IPR Cell of IESTS would be responsible for processing all IPR related matters, viz., any intellectual property generated out of any intellectual effort.

## **2.3 Scope of IP Policy**

This IP Policy, IESTS applies to all faculty-members, employees (regular or contractual) and students of IESTS. Every member of the academic community, student, non-teaching and teaching staff alike, must be aware of their own rights and to respect the rights of others pertaining to intellectual property. Any special case can be dealt with by IPR Cell with due approval of Director-IESTS.

## **3. INTELLECTUAL PROPERTY OWNERSHIP**

### **3.1. IP created through In-House Research**

The Institute shall be the owner of all intellectual properties (IP) including inventions, designs, software and such other creative works carried out at the Institute except in respect of the activities carried out jointly with other institutions / organisations or under a sponsorship agreement with any external agency, in which case the ownership will be decided and be agreed upon mutually through MOU.



### **3.2 IP created through Sponsored Research**

As a general rule, Intellectual Property Rights of inventions arising out of research projects undertaken on behalf of the sponsoring agencies shall be taken jointly in the name of the Institute and sponsoring agencies; when the sponsoring agencies bear the cost of filing and maintaining of the IPR equally. If the sponsoring agencies are not forthcoming, the Institute at its discretion may file the application with absolute ownership and Institute will meet the entire cost offering and protection of IPR.

If an IP is created as a result of sponsored research project or consultancy assignment/project where the contract / MOU / agreement does not specify the ownership and/or licensing of such IP, the Institute shall own the IP. The Institute may however, if it deems appropriate, enter into a separate agreement / contract with the sponsor for licensing the IP to it or jointly with it, which will specify payment of additional fees / royalty.

In specific cases, provisions related to Intellectual Property Rights (IPR) made in contracts governing the sponsored research activity shall determine the ownership of IP arising out of sponsored research or consultancy assignment.

### **3.3 IP created through Collaborative Research**

All intellectual property jointly created, authored, invented, conceived or put into practice during the course of collaborative research undertaken jointly by the Institute with Collaborating Institutions (including Foreign Institutions), shall be jointly owned and the Institution will share the cost of IP registration equitably with the Collaborating Institutions in accordance with law. Where the Collaborating Institutions are not forthcoming for filing joint IPR application, the Institute at its discretion may file the application with absolute ownership and Institute will meet the entire cost of filing and protection of IPR.

An employee of the Institute who is on deputation to another organization or permitted by the Institute to carryout collaborative work in another organization, or a student who is permitted by the Institute to be an intern in another organization while being registered as a student in the Institute, and who is engaged in research in the organization with the permission of the Institute, shall be required to inform the Institute and get necessary permission and approval from the Institute to sign any non-disclosure agreement(s) (NDA) with that organization. The ownership of any IP created in such circumstances will be decided by the specific provisions or agreements made in contracts governing the collaborative activity. In the absence of any such provisions or agreements, the IP shall be jointly owned by the Institute and the organization and the Institution will share the cost of IP registration equitably with the organization. Where the organization is not forthcoming for filing joint IPR application, the Institute at its discretion may file the application with absolute ownership and Institute will meet the entire cost of filing and protection of IPR.



### **3.4 Copyright**

Ownership of copyright of all copyrightable work including books and publications shall rest with the creator of the original work with the following exceptions.

If the work is produced during the course of the sponsored and/or collaborative activity, specific provisions related to IPR made in contracts governing such activity shall determine the ownership of the copyright.

Institute shall be the owner of the copyright of all teaching material developed as part of any of the academic / distance learning programs of the Institute. However, the creators shall have the right to use the material in his or her professional capacity.

Institute shall be the owner of the copyright of all work done, such as software developed, theses of undergraduate, postgraduate and research etc., as part of the academic program leading to the award of degree. However, if the work carried out by the student is a joint activity between the Institution and an organization or the work is carried out exclusively at the organization, specific provisions related to IPR made in contracts governing such activity shall determine the ownership of the copyright.

Cost of registration shall be borne by creator/publisher(s) if ownership of copyright is not in the name of Institute.

### **3.5 Trade marks**

Ownership of trade mark(s) and logos created for Institute shall be with the Institute. Professional fees will be charged by Institute when logo/artistic work will be created on behalf of other parties by any member of the institute.

### **3.6 Exceptions**

An employee of the Institute who is on sabbatical or other forms of long leave, or a student who is on leave or is permitted by the Institute to be employed in an organization while being registered as a student, and who is engaged in research in an/the organization with the permission of the Institute, will be permitted to directly negotiate with the organization, the terms of IP sharing that is generated during the duration of engagement in that organization.

In the case of invention(s) done by an employee or a student exclusively in his personal capacity without using any of the Institute resources whatsoever, the ownership of the IP shall rest with the inventor/creator subject to discretion of authority. However, the creator(s) shall apply to the Institute for permission to patent/license the invention by themselves, and the onus of proving the invention as not related to official duties and roles of the creator in the Institute, lies with the creator.



Further, in certain cases of inventions by an employee / student of the Institution, after due deliberation, if the Institute decides that patenting/licensing of such inventions is not expedient, the inventor is free to file IP on his own and the IP of such inventions shall rest with the inventor.

## **4. REGISTRATION OF PATENTS / COPYRIGHTS / OTHER FORMS OF IP**

### **4.1 Filing Application in India**

Inventors (Creators) of any Intellectual Property, who want to get patent /copyright or any other forms of protection, are required to apply to the IPR Cell of the Institute and submit duly filled-in the appropriate prescribed Form (Annexed as A-2, A-3, A-5 as per applicability) If approved, the case may be referred to the registered Patent Attorney approved by the Institute. The application made by the inventor(s) would automatically imply that he / she approves such engagement of the Attorney by the IPR Cell of the Institute.

In case, a research leading to IP has been funded by external agency, it becomes the responsibility of inventor to keep them informed during IP registration. If an external Institute is involved in the research leading to IP, it becomes the responsibility of the inventor to procure relevant documents and approval from the partnering agency/person(s), to enable IP registration through the "Attorney" specified by IIESTS. Some rudimentary details such as title, name of inventors and area of research etc. need to be provided to the Institute IPR Cell for documentation. However invention details, copy of the "Invention disclosure form" need not to be provided to anybody as long as the details have not come to the public domain due to patenting process.

During prosecution of IP application for registration, necessary technical input should be provided by creator to IP attorney for giving submission against office action and if needed attendance in hearing may be asked to clarify and justify the strength of invention.

Any application made to IIESTS for filing of patents or other forms of IP protection would be subject to techno-commercial evaluation by IPR Cell or by a duly constituted committee by it. Techno-commercial Evaluation of Invention means:

- i. Assigning ownership of invention.
- ii. Determining whether an IP is innovative and fit for filing an application for patent rights in India.
- iii. Determining whether the IP has a reasonable chance for commercialization.

Inventors are encouraged to file a "provisional patent" as soon as possible in order to protect their rights to the IP and apply to the IPR Cell for the same, after obtaining a "prior-art search report" from any credible source. Based on the "prior-art search" report, the IPR Cell may take a decision regarding filing the provisional application through the approved Attorney.



Subsequently, based on the inputs by the inventor(s) and advice of the Attorney, InstituteIPR Cell shall take a decision to file "full patent application". If the Institute decides not to file the "full patent", the same shall be intimated through a formal letter to the inventor and the Institute will assign him all the rights. Now the inventor has the freedom to pursue the patent application using his own resources.

If the Institute decides to continue with the "Full patent application", inventor shall provide all necessary details to the InstituteIPR Cell. Once the "patent application" has been filed, all the communications to the patent attorney by the creator shall be forwarded through the InstituteIPR Cell. All the fees pertaining to IP shall be paid by the Institute.

## **4.2 Filing of Applications in Foreign Countries**

The Institute may selectively consider requests for registration of patents in foreign countries, based on the merit of the IP. The inventor(s) will have to apply to the IPR Cell for the same, after obtaining an "International prior-art search report" from any credible source. However, final decision for such International Filing and bearing the financial implications thereof would be taken by the Institute authority solely at its discretion. If the Institute decides not to proceed with such filing, the same shall be intimated through a formal letter to the inventor and the Institute will assign him all the rights. Now the inventor has the freedom to pursue the patent application using his own resources within the present IP policy.

## **5. IP MAINTENANCE**

Once IIESTS files the patent application generated solely by IIESTS personnel, IPR maintenance expenses including documentation, communication, maintenance fee, legal issues, etc shall be covered by IIESTS initially for seven years. In the case of IPs filed jointly with third parties, the maintenance expenses shall be shared equally between IIESTS and concerned third party in accordance with MOU. If the third parties are not forthcoming to share the maintenance expenses, IIESTS on its discretion may maintain such IPs as IIESTS's sole property and that IIESTS does not entertain any revenue sharing with the third party in such circumstances.

If the patent has been commercially exploited within the first seven years so as to at least recover maintenance and allied expenses incurred/ to be incurred, IIESTS shall pay the patent fee for the remaining period of life of the patent. If the patent has not been commercially exploited within the first seven years, IIESTS and the creator(s) shall share the subsequent instalments of renewal fees on 50:50 basis when there is no chance of commercialisation at all. If the creator does not show interest in such renewals, IIESTS can either continue maintenance of the patent by paying the fees for its full term or withdraw application for patent protection at its discretion.

Any litigation / disagreement / issue / difference of opinion / problem concerning ownership,





authorship, revenue sharing, infringements, royalty, etc arising related to IPR should be promptly reported to the Institute IPR Cell, in the form of a clearly written and signed complaint / grievance by the inventor.

The Institute IPR Cell, after considering the conflict of interest, on its discretion, shall appoint a competent authority or an IP Grievance Committee comprising competent authorities from within IESTS to review the grievance of concerned inventor/s or associated organizations. The decision of the review committee/authority on approval of the Director-IESTS is final at the Institute level. If any inventor or participating organization remains unsatisfied with this decision, all the legal issues concerning IESTS IPs shall be dealt with appropriate legal systems within India. The cases requiring intervention of civil courts shall be dealt locally in Kolkata/Howrah, West Bengal. The Director-IESTS shall appoint a competent authority as a representative of IESTS to participate in the legal proceedings on case to case basis.

## **6. IP COMMERCIALIZATION**

In line with the vision and mission of IESTS, the Institute, which is a non-profit organization, is committed to the stated objective of disseminating the fruits of research and development for the benefit of public, society and nation. The innovator is encouraged to scout for prospective buyer, so that the fruit of his /her hard work reaches the society and benefits the nation. If required, Institute shall avail the services of professional/ agency to scout, negotiate and license the IP. If the services of the professional/ agency are availed to scout the prospective buyer and subsequent licensing, Institute shall enter into a "contractual agreement" with the professional service provider. The revenue sharing model between the service provider and IESTS, modalities, time line etc. shall be clearly stated in the contractual agreement. The IESTS "IPR Cell" will negotiate and enter into contractual agreement with the service provider on behalf of IESTS.

## **7. REVENUE SHARING**

The revenue generated by IP in the form of commercialization/ IP transfer/ licensing/ royalty shall be shared in the ratio of 60:40 between the inventors and IESTS respectively after recovering the expenses incurred in filing, maintenance, communication, legal issues, taxation and documentation (may be omitted as this LS cost generally paid by Licensee during commercialisation). The revenue shall be disbursed to the inventors as and when generated irrespective of whether or not the inventors remain employed in / associated with IESTS at the time of the revenue generation. If the IP generation involves a third party in the form of significant sharing of the third party's resources and expertise with IESTS or with concerned IESTS personnel including IESTS faculty, staff and students, and that the third party contributes equally in filing and maintaining the IP, the revenue then shall be shared appropriately in agreement with all the parties involved or as per the MOU between the third



party and IIESTS. The revenue sharing ratio between the inventors should be mutually agreed among the inventors and should be clearly stated and submitted to Institute IPR Cell at the time of IP submission /filing. IIESTS retains the right of adjusting and updating the revenue sharing ratio/policy periodically and publishes the same on the official IIESTS website for the information of all stake holders of IIESTS. However, the IP policy/revenue sharing ratio specified during IP submission/filing shall prevail at the time of actual revenue sharing.

## **8. DISCLOSURES, CONFIDENTIALITY AND ASSIGNMENT OF RIGHTS**

- a.** For sponsored and/or collaborative work, the provisions of the contract pertaining to disclosure of IP are applied.
- b.** For all other IP produced at IIESTS, the inventors will be required to disclose their IP to the IPR Cell at the earliest date using an Invention and Technology Disclosure (ITD) Form.
- c.** In case the inventor is leaving IIESTS due to superannuation or other reasons, he/ she shall assign the rights of the disclosed IP to IIESTS before leaving the Institute and this is a mandatory requirement for obtaining no due certificate. He/ she shall agree to the terms and conditions for the sharing of any financial benefits that may accrue by the Institute by commercialization of such IP.
- d.** Having made the disclosure, the inventors, both IIESTS and non-IIESTS personnel, shall maintain confidentiality of the IP during the period when efforts are made for protecting and commercialization of the IP, unless authorized in writing by IIESTS.
- e.** Non-disclosure agreement (NDA) should be executed between IIEST and creator(s) before submission of Invention and Technology Disclosure (ITD) Form.
- f.** Institute-Creator/inventor agreement (IIA) to be executed before submission of Invention and Technology Disclosure (ITD) Form.
- g.** Endorsement to Institute by way of Deed of assignment from inventor/creator should be made available before assessment of invention for patentability.

## **9. AGREEMENTS**

All agreements related to IP between Inventors /Authors and IIESTS need to be routed through IPR Cell and approved by Director-IIESTS. The Dean-R&D) of IIESTS, with specific approval of the Director, will be the authorized signatory in all categories of agreements related to IP.



## **10. CONFLICT OF INTEREST**

The inventor is required to disclose any conflict of interest or potential conflict of interest. If the inventor and/or their immediate family members have a stake in a licensee or potential licensee company then they are required to disclose the stake they and/or their immediate family members have in the company. Under these circumstances, it must be ensured by the inventor(s) that their entrepreneurial activities do not have an adverse impact on inventor(s) teaching, research and any other institutional responsibilities.

## **11. JURISDICTION AND DISPUTE RESOLUTION**

All agreements to be signed by IIESTS are subject to the jurisdiction of the courts in Howrah or Kolkata and shall be governed by appropriate laws in India.

In case of any disputes between IIESTS and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Director of IIESTS. Efforts shall be made to address the concerns of the aggrieved party. The Director's decision in this regard would be final and binding.

This policy shall be governed by and construed both as to validity and performance in accordance with the laws of India. In the event of a dispute the Parties agree first to negotiate amicably for settlement of all such disputes. If a dispute cannot be resolved through negotiation, it will be referred for Arbitration where the arbitration shall be held at KOLKATA in writing in the English language in accordance with the Arbitration and Conciliation Act, 1996.

The Courts at Kolkata shall have the exclusive jurisdiction over any matter or dispute arising out of the Arbitration Award or any matter or thing relating thereto.



## **ANNEXURES**

|            |   |
|------------|---|
| <b>A.1</b> | DEFINITIONS   |
| <b>A.2</b> | INVENTION AND TECHNOLOGY DISCLOSURE FORM  |
| <b>A.3</b> | SUMMARY OF INVENTION DISCLOSURE   |
| <b>A.4</b> | AGREEMENT BETWEEN IESTS AND COLLABORATING INSTITUTIONS FOR TRANSFER OF INTELLECTUAL PROPRIETARY MATERIALS |



## Annexure – A.1 : Definition

*The meanings of terminologies used in this Policy Document are as given below, unless the context otherwise requires:*

- a. **"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.
- b. **"Creator / Inventor"** means any employee of the IESTS and includes those who are on probation, those who are employed on temporary basis within in the Institute and/ or in projects and those who are research workers, research scholars or students who are responsible for the creation of an Intellectual Property, using the facilities of the Institute.
- c. **"Director"** means the Director of the IESTS.
- d. **"Institute"/ "IESTS"** means Indian Institute of Engineering Science & Technology, Shibpur.
- e. **"Intellectual Property" / "IP"** broadly includes any property generated out of intellectual effort of the creator(s). It includes but not limited to i) New and useful scientific and technical advancement in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties etc. Which are patentable. ii) Industrial and architectural design, models, drawings, software, creative, artistic and literary works teaching resource materials generated, records of research etc., which are copyrightable. iii) Trademarks, service mark, logos etc.
- g. **"Patent"** means a patent granted under the provision of the Indian Patent Act, 1970.
- h. **"Patentee"** means the person for the time being entered on the Register of Patents kept under the Indian Patents Act, 2002 as the generator or proprietor of the patent.
- i. **"Revenue"** is any payment received as per an agreement by the Institute usually for legal use of an Intellectual Property through a license.
- j. **"IPR Cell" would** mean the existing IPR Cell of IESTS as constituted vide official notification of the Institution.

( Annexure A-1: Page 1 of 1 )



## Annexure – A.2:Invention and Technology Disclosure Form

For Office use only

Proposal ID: \_\_\_\_\_

IISTE/IP/\_\_\_\_ - \_\_/\_\_\_\_

Date of Receipt: \_\_\_\_\_ (Acadyr) (Sl.No.)<sup>1</sup>

1. Title of the invention:

2. Inventors: [For visiting scientists, please give details of substantive employer.]

| Sl No | Employee Code or Roll No | Name | Position | Department | Email |
|-------|--------------------------|------|----------|------------|-------|
|       |                          |      |          |            |       |
|       |                          |      |          |            |       |

3. Brief description of the invention: (How this invention relates to new processes, systems, machines, compositions of matter etc.)

4. Detailed description of the invention

4.1 State of prior art

(a) Prevailing state of the art?

(b) Literature search relating to this invention? [Please include a copy of the resulting documentation, and reprints of publications.]

(c) Prior art/patent search relating to this invention? [Please include a copy of the resulting documentation, and reprints of patent documents: if a computer database search has been resorted to, please give the web site details and the Key Words used in the search.]

4.2 Description : (Describe the invention so that other faculty who are knowledgeable in the field can evaluate its technical and commercial merits.)

4.3 Novelty: (Highlight the features described above that make the invention novel.)

4.4 Inventiveness: (Are the novel features inventive based on 4.1(a) above; and, if so how?)

4.5 Advantages (over comparable inventions or practices): 4.6 Testing: (Has the invention been tested experimentally? If so details of experimental data to be supplied.)

( Annexure A-2: Page 1 of 3 )



## 5. Funding and support

5.1. Was there significant use of Institute equipment and facilities? Yes/No

5.2. Was the invention supported by research grants/contract from external sources? Yes/No; If YES, please give details:

(a) Sponsor:

(b) Grant/contract no. :

(c) Period of grant/contract :

(d) Principal investigator and co-investigator: (Even if they are not inventors within the purview of this document and will not share the credit and royalties)

(e) Has the sponsor been informed of the invention? (State whether required under grant/contract award conditions)

(f) Was the work done under any other agreement? Give details.

6. Information for protection of IPR: conception and disclosure (Accurate data is required as prior disclosure may affect possibility of obtaining patent rights.)

|  | Date | References/comments |
|--|------|---------------------|
| Date of conception of this invention. Has this date been documented? If so, where and how?   |      |                     |
| Has this invention been presented at seminars/ Discussions other than those which form the requirement for the degree program of the student?  |      |                     |
| Please provide the anticipated date of submission for publication or communication for presentation at seminar/conference etc. (Should not be earlier than one month from this date) |      |                     |
| Has the invention been reduced to practice?  |      |                     |

## 7. Commercial potential

7.1 Possible uses or application areas or products that may embody some aspects of the technology:

7.2 List of probable users of the technology (class of industries/organizations or target companies):

7.3 List of probable organizations who may be interested in technology transfer (target industries or companies or other organization):

( Annexure A-2: Page 2 of 3 )



*7.4 Potential marketability including commercial suggestions [viable size of industry equipment, raw material and manpower requirement under different skill levels, import component, export potential, other relevant economic information]*

*8. Prior disclosure and possible intent:*

*8.1 Has the invention been disclosed to industry representatives or heir parties?*

*8.2 Has any commercial organization shown interest in this invention? Give details.*

*9. Development Stage: What is the current stage of development of the invention as it relates to commercial utilization and marketability: Embryonic partially developed fully developed*

*10. Potential for international patent: Does the invention have significant commercial potential in foreign countries? If so where? Give details*

*11. Google patent search report:*

*11.1 List the key words for patent search:*

*11.2 Summary of patent search report: Sl. No Patent No. and title of the patent relevant to the present invention obtained from Google patent search Brief description of the patent Novelty justification of the present invention*

*12. Declaration: I/We declare that all statements made herein are true to the best of my/our knowledge. I/We hereby agree to hold the right of intellectual property of this invention jointly with Indian Institute of Engineering Science & Technology, Shibpur (IESTS). IESTS will share any royalty income derived from the invention with the inventor(s) according to the IP policy of the Institute in force. Intellectual Property of this invention will be protected by Indian Institute of Engineering Science & Technology, Shibpur(IESTS) from time to time based on its merit and commercial viability.*

*Note:*

*(1) A patent confers the right upon an inventor to commercially exploit an invention for a limited period of time. Patent can be lost by disclosure of the details of an invention to the public before the filling of a patent. Unlike copyright, patent is not an automatic right. To obtain a patent, the proposed invention should be novel (not published elsewhere), inventive (not obvious to persons familiar with the state of art) and industrially applicable (should have utility). Once the patent is sealed, the patentee can sue for damages anyone who attempts to exploit the patented invention without the consent of the patentee.*

*(2) This document should be prepared with due care. The formal patent application will be prepared only from the information provided herein.*

*(3) The completed disclosure form with annexures should be submitted to: The Chairman, IPR Cell, Indian Institute of Engineering Science & Technology, Shibpur(IESTS).*

*( Annexure A-2: Page 3 of 3 )*





## Annexure – A.3: Summary of Invention Disclosure

1. *Title of the invention:*

2. *Inventors: [For visiting scientists, please give details of substantive employer.]*

| <i>Sl No</i> | <i>Employee Code or Roll No</i> | <i>Name</i> | <i>Position</i> | <i>Department</i> | <i>Email</i> |
|--------------|---------------------------------|-------------|-----------------|-------------------|--------------|
|              |                                 |             |                 |                   |              |
|              |                                 |             |                 |                   |              |
|              |                                 |             |                 |                   |              |
|              |                                 |             |                 |                   |              |
|              |                                 |             |                 |                   |              |

3. *Brief description of the invention: (Not to exceed 100 words)*

4. *Prevailing state of the art:*

(a) *Details of Patent search sites or other resources.*

(b) *Key words used for patent search.*

(c) *List of patents related to present invention.*

5. *Novelty*

6. *Inventiveness*

7. *Advantages*

8. *Commercial Potential: (List of organization with possible interest in the invention)*

9. *Signature of Inventor(s) with date*

( Annexure A-3: Page 1 of 1 )



## **Annexure – A.4 : Agreement between IESTS and Collaborating Institutions for Transfer of Intellectual Proprietary Materials**

This agreement is between India Institute of Engineering Science & Technology, Shibpur (the provider organization) and/or provider scientist(s) \_\_\_\_\_ [name(s)], jointly called the first party, and the recipient scientist(s) \_\_\_\_\_ [name(s)] of organization \_\_\_\_\_ (the recipient organization), the second party.

The Material that is covered by the agreement includes \_\_\_\_\_ (description of the material) which is considered as proprietary material of the provider and IESTS. The provider scientist and IESTS shall be free, in their sole discretion, to distribute the Materials to others and to use it for their own purpose. In response to the second party's request for Material, both the parties agree to the following before second party receives the Material:

- 1. The Material shall be used by (recipient scientist) working at (recipient organization) in research to study (Description of work). The material will be used for teaching and not-for-profit research purpose only and not for use in any product or process for profit-making commercial purpose. The material is provided at no cost or with a fee of Rs.*
- 2. Neither the Material in its original form nor this material treated by any means will be used on human subjects.*
- 3. The second party shall not distribute, release or disclose the Material to any person or entity other than laboratory personnel under recipient scientist's direct supervision, and the second party must undertake to ensure that no one will be allowed to take or send Material to any other location unless written permission is obtained from the first party.*
- 4. The second party is not allowed to have a third party analyze such tangible products or materials obtained from the first party without written and specific authorization from the first party.*
- 5. The second party will give a brief description of its research program and the nature of usage of the material to the first party. The second party will acknowledge the first party before any publication or presentation based on research results with supplied material.*
- 6. The second party will return all unused material at the request of first party.*

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*7. The second party agrees to use the Material in compliance with all applicable statutes and regulations. The material may have hazardous properties. The providers make no representation and extend no warranties of any kind, either expressed or implied. The second party assumes all liability for claims for damages which may arise from the use, storage or disposal of the Material. However, the first party will be liable to the second party when the damage is caused by the gross negligence or wilful misconduct of the first party.*

*This agreement is signed on between:*

Name :

Designation : Dean (R&D)

Indian Institute of Engineering Science & Technology, Shibpur(IESTS),

P.O. Botanical Garden, Howrah-711103

*AND*

Name of signatory :

Designation :

Organization:

Address:

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