

Intellectual Property (IP) Policy Indian Institute of Technology Indore

Preamble:

It is well established that Indian Institutes of Technology are known centers of higher education and advanced research in India. Indian Institute of Technology Indore is one such centre in India which encourages research and development activities in core and applied branches of science, engineering, technology and humanities and social sciences.

The students (undergraduate and postgraduate) students, staff members and faculty members, scientists, and short and long term visitors to the Institute are involved in wide and diverse research and development activities. The work carried out may develop into Intellectual Property (IP) which can be in the form of patents, copyrights, designs, instruments, processes, material, software and specimens which has the potential to be commercially utilized with or without registration under the applicable law within the country. The utilization of research can lead to social, economic and technological benefits to the country. The Indian Institute of Technology Indore encourages protection of the IP and licensing of the same to organizations which can effectively utilize the generated IP. It is expected that the licensing of IP will yield returns to the contributors, institute, and the society at large.

IP can result from research, partially or fully supported by the Institute, government agencies, industry, independent funding agencies, consultancy and other engagements. Funding agencies may impose contractual obligations on the Institute with respect to ownership and licensing of IP which must be agreed to and stated clearly and explicitly at the time of entering into the contract. This document articulates the policy of the Institute with respect to protection, ownership and licensing of IP generated by work carried out by students, staff, faculty members, scientists, and visitors within the institute or in collaboration with any outside agency.

This IP policy is to be followed in all matters related to IP at Indian Institute of Technology Indore, hereafter referred to as the Institute. In view of the rapidly changing and evolving nature of intellectual property, this policy document may be amended as appropriate. This document serves as a guideline in relation to IP generated within the Institute. The Office of Dean, R & D, shall be the nodal agency of the Institute for processing all IP related matters addressed in the policy generated by the intellectual effort work carried out by students, staff, faculty members, scientists and visitors within the institute or in collaboration with any outside agency. All research staff members, faculty members, scientists, and short and long term visitors to the Institute are required to accept this policy, and sign the same at the time of joining the Institute or otherwise as and when requested by the institute. Faculty members should obtain consent on the IP policy from students, other staff members and visitors, involved with any activity that may potentially lead to the generation of IP.

1. Objectives:

The objectives of this policy document are the following:

- (i) Encourage and stimulate creative activities in all core and applied areas of science, engineering, technology, and humanities and social sciences,
- (ii) Protect the interest of students / staff / faculty members / scientists / researchers / visitors of the Institute and avoid conflicts between opposing interests as far as possible,
- (iii) Lay down the framework for the processing, ownership, control, assignment and protection of intellectual properties, and sharing of revenues generated by the IP and owned by the Institute

2. Intellectual Property (IP):

Intellectual Property (IP) broadly includes any property generated out of the intellectual effort of the any student/staff/faculty/scientist/visitor working within the institute or in collaboration with any outside individual/organization.

This policy is applicable to all personnel (staff, students, researchers, visitors, scientists, faculty members) of the institute as well as non-IIT Indore personnel associated with any activity of IIT Indore leading to IP generation. IP includes and is not limited to the following:

- (i) New and useful scientific and technological advancement in the form of innovations, inventions, products and processes, computer hardware and software, materials, integrated circuit designs, biological varieties, compounds, and others as applicable which are patentable,
- (ii) Industrial and architectural designs, model drawings, software, creative and literary works, teaching source material and research material as applicable which are subject to copyright,
- (iii) Trade marks, service marks, logos as applicable.

3. Ownership of IP:

The ownership guidelines for various types of IP (mentioned in point no. 2 above) except trademarks/service marks and copyright, generated under various types of research projects by students / faculty members / staff / scientists / visitors working within the institute or in collaboration with any outside individual/organization are mentioned below.

- (i) Institute shall be the owner of all IP as mentioned above unless specific agreements or contracts are entered into by the Institute, prior to the creation of IP, with an organization funding the research leading to the creation of IP. The Institute can license the IP to any organization.

- (ii) Agreements related to IP made in contracts governing the collaborative activity shall determine the ownership of IP arising out of sponsored or collaborative research or consultancy assignments. The Memorandum of Understanding (MoU) or contract governing IP may contain
 - (a) Joint ownership of IP between the Institute and funding agency,
 - (b) Full ownership of IP by the funding agency or Institute
 - (c) Licensing of IP to the funding agency or its nominee for a certain number of years,
 - (d) The licensing of IP to any organization can be exclusive or non-exclusive
 - (e) The MoU or contract shall specify the fee/royalty payable for the ownership/licensing of such IP as applicable, and also specify how the patent filing, registration, maintenance, marketing, protection and litigation costs will be borne by the sponsor and/or Institute.
 - (f) Any faculty/staff/student/visitor/scientist is required to assist the Institute in determining which of the above options is applicable for a particular project, the degree of expertise with researchers, usage of Institute facilities, and amount of external funding provided.
- (iii) If IP is created as a result of sponsored research project or consultancy project where contract/MoU does not specify the agreements related to ownership or licensing of IP, the Institute and sponsor may jointly own the IP. The Institute may, however, if it deems appropriate, enter into a separate agreement/contact with the sponsors for licensing the IP.
- (iv) An employee (faculty/staff/scientist/student) of the Institute who is on sabbatical or duty leave or any other form of long leave and working/visiting in an external organization (with prior permission from the Institute) and is engaged in research activities, can be permitted to directly negotiate with the external organization on the terms and condition of IP sharing that is generated.
 - (a) The IP generated by the employee during the duration of leave without the involvement of any resource (manpower, equipment, infrastructure, etc. available within the institute) from the Institute shall be outside the purview of this policy.
 - (b) If the IP generated by the employee is partly based on IP developed at the Institute, the employee is required to inform the Institute and it will be the Institute that will enter into a licensing agreement with the organization in which the employee is temporarily engaged while on leave from the Institute.

4. Ownership of Copyrightable work(s):

Ownership of copyright of all such work shall rest with the author(s) apart the following exceptions:

- (i) If the work is produced during the course of sponsored and/or collaborative activity then specific provisions related to IP made in contracts governing such activity shall determine the ownership of such IP.
- (ii) Institute shall be the owner of the copyright of work, including software, created by personnel with use of Institute resources.
- (iii) Faculty members / scientists / researchers / staff / students shall be the owner of the copyright on all teaching material(s) developed as part of any of the academic programs at the Institute. The Institute shall not claim ownership of copyright on books and publications authored by personnel (faculty/scientist/researcher/staff/student).
- (iv) Institute shall be the owner of copyright of work (except journal/conference publications, books, etc. where the copyright is transferred to the publisher) produced by non-Institute personnel associated with any activity of the Institute with the use of its resources. The author(s) shall have the right to use the material in their professional capacity.
- (v) Copyright of Thesis (Bachelor/Master/Doctoral) for the work done at the Institute using its resources should be owned by the Institute. However, supervisor(s) and student have rights to use the thesis material of any academic/research work including publications. Further, with respect to publishing the thesis work as a book or any other type of publication students are required to seek prior written approval of their thesis supervisor(s). Institute shall have full rights to use such thesis for teaching, research, and training purposes.

The Institute reserves the right to identify potential IP generated through the submitted thesis and protect such identified IP before displaying the thesis in public domain. After 5 years of the submission of thesis, institute will have the rights to put the thesis in totality or in part in the external domain, if required. In case the thesis is required to be put in the external domain before 5 years under any government scheme, the consent of the thesis supervisor would need to be taken, and will be deemed final.

In the case of a thesis resulting from external funding or external supervisor, the joint ownership of the thesis extends to the external supervisor(s). Pending any specific agreement, the IP policy of IIT Indore will be applicable by default in such cases.

Irrespective of any agreement, Institute reserves the right to use the thesis for educational and research requirements.

- (vi) The Institute shall be the owner of the copyright on all teaching material developed as part of any of the academic or distance learning programs or

custom-made content for any specific organization developed within the Institute. The author(s) shall have the right to use the material in their professional capacity.

5. Ownership of Trade Mark(s) / Service Mark(s):

Ownership of trade mark(s) / service mark(s) created for and within the Institute shall be with the Institute.

Institute shall retain a non-exclusive, free, irrevocable license to copy/use IP for teaching and research activities, consistent with all agreements entered into by the Institute, if any.

However, the authors shall also have rights (non-commercial) to use the same trademarks/service marks for any purpose. The commercial exploitation of such trademarks should be through the IP revenue sharing policy.

6. Evaluation and Management of IP in India:

The Office of Dean, R & D, of the Institute will manage the processing, protecting, marketing, and licensing of the generated IP at the Institute. The creator(s) will provide all necessary information.

A. Collaborative/Sponsored research with signed MoU/Contract:

- (i) For sponsored and/or collaborative work, the provisions of the contract, agreed prior to start of the work, shall be applicable.

B. Instituted funded research:

- (i) For all IP generated at the Institute, inventor(s) wishing to protect the IP must disclose the creative work to the Office of Dean, R & D, by submitting a duly filled and signed Invention Disclosure Form (IDF). Disclosure is a critical part of the IP protection process and it formally documents claims of IP generated, date of the generated IP and all other details.
- (ii) All Institute and non-Institute personnel associated with any activity shall treat all IP related information which has been disclosed to the Office of Dean, R&D, and/or whose rights are assigned to the Institute, as confidential. Such confidentiality shall be maintained till the date as demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public. The competent authority will have rights to investigate any breach of confidentiality, and take necessary action.
- (iii) An invention will be applied for patenting by the Institute if it has ultimate commercial motivation and viability, even if it is not in the immediate future. The inventor(s) must, therefore, provide all necessary information in the IDF. If the Institute decides not to own and manage the IP, it shall permit the

creator(s) to file patents and protect the IP on their own. Institute shall not have any claim on IP in such cases. It is advisable that IP is protected by filing it prior to any publication and/or disclosure in any form.

- (iv) The creator(s) are encouraged to file for a patent at the earliest to protect the IP generated. The expenses towards the processing of IDF and all other subsequent expenses for the IP generated by the work at the Institute not funded by any source shall be borne by the Discipline/Centre/School. The cost of IP generated through external funds (sponsored project / consultancy), should be sourced from the external funds. After receiving the IDF at the Office of Dean, R & D, the same shall be forwarded to the Head of the concerned Discipline/Centre/School who should take a decision regarding the patentability of the generated IP based on the search report submitted by the Patent Attorney. After obtaining the search report, the Head must submit the recommendation to the Office of Dean, R & D, for further processing. In all these endeavors, the confidentiality of IP shall be strictly ensured.
- (v) In case the contract/MoU with a sponsor specifies that the sponsor will manage the process of filing of patents and bear associated costs, the creator(s) will provide information to the Office of Dean, R & D, of each such filing or application. Details of invention may not be provided in such cases in keeping with the confidentiality clause, if so desired. Progress of the IP application, at various stages, shall be informed to the Office of Dean, R & D.
- (vi) If the Institute, after due evaluation, decides not to manage the IP, it is left to the creator(s) to manage the IP on their own. The Institute will waive its rights to the ownership of the patent rights.
- (vii) If the Institute decides to jointly or fully own and manage the IP, it will bear all costs related to filing and protection after the date on which it decides to do so.
- (viii) All IP related information will either not be disclosed at all, or be provided to certain employees of the institute. All effort must be made to ensure the confidentiality of IP-related information. Such confidentiality shall be maintained till such time as required by the Institute or the concerned contract / MoU, if any, between the Institute and the concerned parties, unless such knowledge is already in the public domain.
- (ix) The filing process shall be carried out by any one of the legal firms empanelled with the Institute.

7. Evaluation and Management of IP in Foreign Countries:

The Institute may consider requests for registrations of IP in foreign countries. Such requests shall be based on merit and availability of funds to meet the costs.

- (i) The process to be followed in such cases is to first conduct a thorough evaluation of the commercial potential of the generated IP in countries proposed for filing.
- (ii) The commercial potential will be assessed continuously, and if at any time, the commercial potential appears to be low, the Institute may decide not to go ahead with the filing process.
- (iii) The creator(s) are strongly encouraged to seek funding from Governmental agencies for such processes apart from seeking funding from the Institute through the funds allotted to the concerned Discipline/Centre/School. The filing process shall be carried out by any one of the legal firms empanelled with the Institute.
- (iv) If the Institute decides not to file for IP protection in a particular country, the Institute shall assign its rights for IP in that country to the creator(s) and permit the creator(s) to file for the protection of IP in that country on their own or through a sponsor.
- (v) In case the patenting costs are borne from the sponsored research project as agreed in the MoU / Contract, the Office of Dean, R & D, needs to be informed about every stage in the process of international patent application. The sponsor may select a legal firm of their choice for the filing process.

8. Renewal of Patents:

- (i) The institute will pay the Patent Fees for the first few years in all cases where the patent is taken up by the Institute. The funds will be through the allocation made to the concerned Discipline/Centre/School.
- (ii) For a joint patent with a sponsoring agency the cost of patent renewal shall be shared as stipulated in the MoU / Contract.
- (iii) If the creator(s) does not show interests in patent renewal, the Institute can either continue maintenance of the patent by paying the fees for full term or withdraw for Patent protection at its discretion.
- (iv) If the Institute does not wish to renew the IP rights in any country, it shall assign the rights to the creator(s).
- (v) The process of renewal of IP rights should be completed within a period of three months from the due date for renewal.

9. Copyright:

- (i) All theses or reports shall bear the following copyright note: *Indian Institute of Technology Indore. All rights reserved.* Technical reports, review work, may also be copyrighted, if the author(s) so wish.

- (ii) While copyrighting any work it is the responsibility of the creator to ensure that the contents do not violate any copyright rules.
- (iii) The ownership of the copyrights by the Institute in no way deprives the claims of the creator(s) / author(s) to publish the contributions in scholarly and intellectual work, and their authority to improve, publish and propagate the work. When a journal / conference that accepts a paper submitted by an employee / student requires copyright for the paper to be given to them before publishing the said paper, the employee / student may do so. The authors are also free to use the content for publications in the form of a book/ monograph.

10. Publications based on IP:

Faculty members, scientists, staff and students disseminate their creative work through publications for which they generally have unrestricted freedom. Publications constitute only a portion of the knowledge generated. The Institute shall encourage transfer and dissemination of knowledge in as complete a form as possible subject to the following restrictions.

- (i) In the case of publications based on externally sponsored work, permission from the funding organizations may be contractually required. This permission may not be normally denied except in cases to protect any tangible IP which may be of commercial value or of security concern to the sponsor. In such cases, the sponsor should act within a reasonable time to give the permission to the inventor(s) to grant necessary permission to publish the findings of the research work.
- (ii) All publications based on sponsored projects shall acknowledge the sponsor's support for the work.
- (iii) It is the responsibility of faculty members / scientists to comply with any agreement / undertaking signed by them or students under their supervision for using any internal / external facility.
- (iv) All contractual obligations have to be adhered to by the creator(s) in case of IP generated through sponsored work.
- (v) In case of patentable IP, it is expected that patent protection to be obtained before an IP is either published or exchanged so that the academic and commercial value is protected.
- (vi) In order to protect the commercial value of an owned IP without affecting the exchange of information, a special confidentiality agreement may be signed between interacting parties before exchanging information on IP.

11. Confidentiality:

Every creator as well as everyone involved with the IP protection process will not disclose the details of the concerned IP to any person or organization without prior written consent.

The Institute reserves the right to inform through various reports or otherwise, the title of any IP submitted along with names of inventor(s) and their affiliation to Government agencies, academic organizations/institutes, funding agencies from time to time. The institute shall also reserve the right to display the title of the IP filing along with names of inventor(s) and their affiliation, date of filing, and country of filing on its website and in any printed document, booklet, report, and book. In any case, details of the IP shall not be disclosed unless the IP is put on the public domain by IP Office.

In case of thesis work and other written documents containing details of patentable IP, all measures must be made to avoid attracting public disclosure, particularly in print and electronic media, which may lead to denial of the patent by creator(s). The IP process may take time in every country, and all care should be taken not to attract public disclosure.

12. Licensing of IP:

- (i) The Institute through its website or advertisements or other appropriate sources can invite interests from organizations to license the IP that has been generated and owned by it. All agreements to license the IP shall be signed by Dean, R & D, on behalf of the Institute, after obtaining all necessary approvals. The creator(s) may be consulted on the matter.
- (ii) If the licensing aspect of the generated IP is governed by the MoU / Contract then the same shall be followed by the Institute.
- (iii) In case the IP is jointly owned by the Institute and an external organization(s) and licensing is not governed by the MoU / Contract, then both shall initiate efforts to identify the organizations to license the IP jointly owned by them. The costs associated with the entire process will be shared equally if not stipulated in the MoU / Contract.
- (iv) In case of IP owned by the Institute with more than one creator, a coordinator (usually a faculty member) shall be identified by the creators for the purpose of IP protection. All creator(s) of the group will sign a revenue sharing agreement for the IP being licensed / transferred. This can be modified at any time based on mutual consent among creators and intimated to the Office of Dean, R & D. In case of conflict with reference to revenue sharing, the decision of the Institute shall be binding upon all creators.
- (v) The Institute can decide on exclusive as well as non-exclusive licensing of the generated IP owned it. The type of license provided will depend on the nature of the invention / innovation. The Institute encourages non-exclusive licensing towards wider applicability of invention / innovation. License may be limited to that particular IP in discussion and not to its enhancements or

modifications. Licenses provided are subject to periodic review including the working status and accessibility / availability of the IP used. The details of agreement shall be worked out and may vary from other cases. The details of the agreement entered into for licensing IP shall be kept confidential. However, the Institute can share basic details of the agreement in correspondences with Government agencies, reports, website as and when applicable.

- (vi) Irrespective of the license provided, IIT Indore retains the right for research exemption and experimental use for patents, design rights and under fair use of copyrights and trademarks on an institute wide perpetual license towards its basic objective of academics and enhancing research. This will include the right to publish, use of technical data, the method, product and related services that has resulted from earlier research which has been licensed for the activities as stated in Clause 12(v).
- (vii) For the institute owned IP for which exclusive rights have not been already assigned to a third party, the creator(s) may also be allowed to contact potential licensee(s) on their own. While doing this, it is their responsibility to maintain confidentiality and take necessary care so as not to affect the value of the IP through appropriate agreements with the potential licensee(s) during technology marketing discussions.

13. Sharing of Revenue:

- (i) If the sharing of revenue from the generated IP is governed by the MoU / Contract then the same shall be followed by the Institute.
- (ii) The revenue shall be divided among the creator(s) as per the prevailing IP revenue sharing norm (mentioned in clause 13(v) below) of the Institute at the time of sharing of the agreement.
- (iii) In case the patent filing and registration costs are not borne by the Institute, the creator(s) can first deduct the costs incurred on the entire process, and then the revenue sharing from the commercial exploitation shall be applicable. This will hold for all countries for which IP has been granted. Excess income beyond such recovered costs shall be shared with the Institute as per the prevailing norms of the Institute. Clause 13(i) supersedes this clause.
- (iv) In case of an IP jointly owned by the Institute and an external organization(s) wherein an MoU / Contract with regard to sharing of revenue does not exist, a separate MoU can be entered into for the sharing of revenue.
- (v) The net earnings, deducted after calculating all costs borne, from the commercialization of IP owned by the Institute would be shared as follows:

Net Earnings	Creator(s) share	Institute share
For entire amount	70%	30%

- (vi) The creator(s) share shall be declared annually and disbursement shall be made to the creator(s) and/or their legal heir depending on whether the creators are associated with the Institute at the time of disbursement.
- (vii) The common fund will be controlled by the competent authority of the Institute.
- (viii) All creator(s) of the IP shall sign a Distribution of IP Earnings Agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. In the absence of any agreement, the revenue as specified in clause 13(v) shall be shared equally among all creator(s). The inventors may at any time by mutual consent revise the Distribution of IP Earnings Agreement.

14. Agreement Categories and Authorized Signatories:

All agreement including and not limited to the following categories are to be approved by the Institute:

- (i) Confidentiality Agreement, Classified Information Non-disclosure Agreement
- (ii) Revenue Sharing Agreement, Indemnity Agreement
- (iii) Evaluation Agreement, Consultation Agreement, Research and Development Agreement, Memorandum of Understanding
- (iv) Technology Transfer Agreement, License Agreement, IP Assignment Agreement

Dean, R & D as designated by the Director, acts as the final signing authority in all the categories of agreement listed above, except confidentiality agreement which may be signed by the creator(s) with the consent of Dean, R & D.

15. Infringements, Damages, Liability and Indemnity Insurance:

As a matter of policy, the Institute, in any contract between the licensee(s) and the Institute, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation. The Institute shall also ensure that creator(s) have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyright material to licensees. The Institute shall retain the right to engage or not in any litigation concerning patents and license infringements.

16. Conflict of Interest:

The creator(s) are required to disclose any conflict of interest or potential conflict of interest that may arise. If the creator(s) and/or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and/or their immediate family have in the company.

A license or an assignment of rights for a patent to a company in which the creator(s) have a stake shall be subject to the approval of Dean, R & D, taking into consideration this fact.

17. Dispute Resolution:

In case of any dispute with regard to IP policy, the decision of the Institute shall be deemed final and binding.

18. Jurisdiction:

As a policy, all agreements to be signed by the Institute will have the jurisdiction of the courts in Indore and shall be governed by appropriate laws in India. Exceptions to this may be allowed in certain cases by the Institute.

Definitions:

1. 'Author' means faculty members, students, staff, scientists or visitor who has/ have written or created a creative work.
2. 'Collaborative Activity' is the research undertaken by personnel of IIT Indore in cooperation with industry and/or another researcher(s) who are not personnel of IIT Indore.
3. 'Confidential Information': Information not in the public domain and declared confidential by parties as such in a MOU/Agreement that has been signed by the parties.
4. '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.
5. '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.
6. 'Copyrightable Work' is a creative work that is protectable under copyright laws. Copyright protection is available for most literary, musical, dramatic, and other types of creative work, including software, teaching materials, multimedia works, proposals, and research reports.
7. 'Creators' are persons who have produced any original work
8. 'Cumulative Earnings' from a patent/patent application are the total earnings to date obtained from the commercialization of the patent/patent application.
9. 'Design Registration' Registration of the novel non-functional features such as shape, or ornamentation of a product.
10. 'Director' means Director of Indian Institute of Technology Indore

11. 'IIT Indore personnel' includes but is not limited to the faculty members, students, staff, scientists, visitors, or visiting faculty, researchers and scientists (including part-time staff/faculty) at IIT Indore.
12. 'Institute' means Indian Institute of Technology Indore.
13. 'Intellectual Contribution' means original technical or artistic contributions.
14. 'Intellectual Property' includes but is not limited to copyrights and copyrightable materials, patented and patentable inventions, tangible research results, trademarks, service marks and trade secrets New plant varieties and biotechnology related inventions.
15. '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. Inventor(s) are person(s) who produce an invention.
16. 'Licensing' is the practice of renting the intellectual property to a third party.
17. 'Net Earnings': Earnings resulting from the licensing or commercialization of the IP, reduced by the outstanding actual expenses incurred in obtaining and commercialization of the IP.
18. 'Patent' means the exclusive right granted by law for making, using or selling an invention.
19. 'PCT Application' A PCT 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 Organization (WIPO) in Geneva. It is not a patent granting system.
20. 'Protection of Layout of Integrated Circuits': Layout scheme of Integrated circuits that are functionally important.
21. 'Revenue' or '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.
22. 'Significant Use of IIT Indore Resources' is any usage of resources of IIT Indore in the creation of the invention(s), excess of the routine use of office facilities, computers, library resources and resources available to the general public.
23. 'Software' means anything executable in a computer.
24. 'Teaching material' means any material that aids the process of teaching
25. '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.
26. 'Trade Secret' Usually some information such as know-how of commercial or strategic value that is not disclosed to all and is used in a restricted manner.

Indian Institute of Technology Indore

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Invention Disclosure Form
(To be filled by the inventor/s)

Date of submission: _____

The inventor is requested to fill up the following form while submitting an application for filing a patent by IIT Indore.

[General Patent Information: In order to obtain patent protection, your invention must demonstrate the following:

New (or novel): The invention must be new, that is, it has not been previously used, sold or described publicly.

Useful: The invention must have an actual use and not be just a subject for additional research.

Non-obvious: The invention must not be obvious at the time of conception to another person having ordinary skill in the art].

1. Title of the project / invention
2. Name of the inventors including faculty, students and staff:

[Note: Please include the names of all co-inventors. Co-inventors include any individual who has conceived or contributed to an essential element of the invention, either independently or jointly with others, during the evolution of the technology or reduction to practice]

Inventor: Name _____
 Designation _____
 Department _____
 Phone/Fax/e-mail _____
 Office Address _____

Inventor: Name _____
 Designation _____
 Department _____
 Phone/Fax/e-mail _____
 Office Address _____

Inventor: Name _____
 Designation _____
 Department _____
 Phone/Fax/e-mail _____
 Office Address _____

Inventor: Name _____
 Designation _____
 Department _____
 Phone/Fax/e-mail _____
 Office Address _____

(Please add additional names if needed)

3. Source of funding for the project:

Institute funding / Industry funded / Govt. aided / consultancy - with or without prior contractual agreement / any other

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4. Is the work bound by any agreement / contract / MOU?

Yes No

If yes please give details.

5. Is the patent (to be filed) for a process or product?

6. General area of the patent application to be filed:

7. Description of the invention (not more than 200 words)

[Note: In describing the technology, please provide when possible, information covering the following points:

- a. the general purpose;
- b. a technical description;
- c. the advantages and improvements over the existing methods, devices or materials; and,
- d. the economic potential or commercial applications for the technology.
- e. The problem for which solution was researched
- f. The invention namely the solution to the problem

7. Origin of the idea / invention: who and when?

8. Details of Students / staff who participated in the invention but are not inventors:

- Name / degree registered for _____
Department / roll no. _____
e-mail _____
Office Address _____
Signature _____
- Name / degree registered for _____
Department / roll no. _____
e-mail _____
Office Address _____
Signature _____
- Name / degree registered for _____
Department _____
e-mail _____
Office Address _____
Signature _____
- Name / degree registered for _____
Department _____
e-mail _____
Office Address _____
Signature _____

(Please add additional names if needed)

8. Any help received from others in conception of the idea?

9. Date of start of the project

10. Other applicants (collaborating partner organisations)

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11. Background Research and Prior Art [Please describe the information obtained through literature search details on existing public knowledge in the concerned field. Include journals and other publications and relevant patent databases]
12. Has the work been displayed anywhere?
13. Has the work been reported / published / presented anywhere?
14. Has any related patents been filed by the inventor earlier?
15. Unique features about the work done with respect to prior art that satisfy patentability criteria
 - a. Is the work a mere extension of common known knowledge?
 - b. Has the work filled a major gap in prior art? If yes, a brief description of this gap.
 - c. Any environmental issues?
 - d. What aspect of the invention needs protection
16. Has the work been systematically and chronologically documented? How?
17. Commercial aspects of the invention/ technology developed
18. Any costing of the product / process / invention been done?
19. Any industries / companies interested in licensing the work [List any companies which you believe may be interested in your invention]
20. Is the work
 - a. Completed and results validated?
 - b. At a basic conceptualisation stage?
21. The Inventor/s is/are requested to choose (tick mark) the domain (Country/Region) for patent filing and provide a justification for the selection.
 - A. Patent to be filed in India
 - B. Patent to be filed in USA
 - C. Patent to be filed in India and subsequently in USA
 - D. PCT application to be filed
 - E. Patent to be filed in India and subsequently a PCT application to be filed
 - F. Any other: Please specify

Justification for the selection:

22. Funding for filing IPR application as outlined in 21.

Indian Institute of Technology Indore

CONFIDENTIAL

I/We hereby declare that all statements made herein of my/our own knowledge are true and that all statements are believed to be true [to be signed by all Inventors].

Inventor's Signature:

Inventor's Signature:

Inventor's Name:

Inventor's Name:

Inventor's Organization:

Inventor's Organization:

Date:

Date:

Signature of Head, Discipline/Centre/School of _____

Dean, R & D / Associate Dean, R & D

Confidential

IITI/R&D/PATENT/Year/No

Date:

Note Sheet

- 1. Office of Dean, R & D, is in receipt of an Invention Disclosure Form (IDF) with the following details

Title:
 Name/s of inventor/s:
 Discipline/Centre/School:
 Preference of IPR Filing:
 (as indicated by the inventor/s in IDF)

- 2. In order to draft and file the IDF with the office of _____, the patent attorneys empanelled at the same rates as applicable for IIT Bombay shall be used as approved vide note dated _____.
- 3. The anticipated cost of IPR filing:
 (The cost is subject to change depending on technical aspects of the invention and/or change in the costs of the Patent Office at _____ City, Country _____.)
- 4. Source of funding for the invention will be from Discipline/Centre/School funds.
- 5. Put up for kind approval.

**Manager
 Office of Dean R&D**

Deputy Registrar (R&D)

Search report attached: YES/NO

Recommended / Not Recommended

**Head, Discipline/Centre/School:
 Signature and Date:**

**Associate Dean (R&D) / Dean (R&D):
 Signature and Date:**

**Director
 (put-up for approval please)**

PATENT / SOTWARE LICENSE AGREEMENT

This Agreement is entered between Indian Institute of Technology Indore, having its office at Simrol, Indore 453 552, hereinafter referred to as "IIT INDORE" and _____ having a registered place of business at _____, hereinafter referred to as "COMPANY", on day _____ month _____ year 20 _____ being the date when this agreement comes into force and will be considered binding on the parties.

Preamble

- A. Whereas IIT INDORE had undertaken a project on the _____ which has resulted in the filing of a patent with no. _____ (hereinafter referred to as "Patent"), / software for use of _____ which has potential for commercialisation. *(please modify/ provide details / appropriate wording)*
- B. Whereas, COMPANY desires to have the above said Patent / Software developed and marketed / sold to be used for the benefit of COMPANY, IIT INDORE Inventor, IIT INDORE, and the public as outlined in IIT INDORE's Intellectual Property Policy.
- C. Whereas, IIT INDORE is agreeable to the licensing the Patent / Software pertaining to the _____ in the domain/field of _____ (Field of Use).
- D. Whereas, COMPANY is desirous of obtaining a license from IIT INDORE to practice / use the Patent / Software in accordance with the terms of this agreement

NOW, THEREFORE, in accordance with the mutual covenants and premises herein contained, the parties hereto agree as follows:

1. EFFECTIVE DATE

This Agreement is effective as of day _____ month _____ year 20 _____ ("Effective Date").

2. WARRANTY

- a. COMPANY understands and acknowledges and accepts that IIT INDORE, by this Agreement, makes no representation as to the operability or fitness for any use, safety, efficacy, ability to obtain regulatory approval, patentability, and/or breadth of the Patent / Software. IIT INDORE, by this Agreement, also makes no representation as to whether the invention infringes any patents now held or that will be held by others or by IIT INDORE.

3. LICENSE

- a. IIT INDORE hereby grants to COMPANY a royalty-bearing, non exclusive / exclusive license to use the Patent / Software to manufacture, have manufactured, and/or sell products within the Field of Use. This grant is subject to the payment by COMPANY to IIT INDORE of all consideration as provided in Clause 4 herein, and is further subject to rights retained by IIT INDORE to:

- i. Publish the general scientific findings from research related to Patent / software subject to Confidential Information requirements and
- ii. Use of the results for research, teaching and other educationally related purposes.

4. PAYMENTS AND REPORTS

- a. COMPANY shall pay IIT INDORE an initial down payment of Rs. _____ within 10 days of the signing of the agreement. In addition, COMPANY shall pay IIT INDORE a royalty sum of Rs. _____ every year for _____ years from the date of signing and entering into this agreement. The payment will be made to IIT INDORE at the end of March 31st of each said year. (*Modify as appropriate*)
- b. Within 30 days after March 31st of every year, beginning immediately after the Effective Date, COMPANY will deliver to IIT INDORE a true and accurate written report, even if no payments are due IIT INDORE, giving the particulars of the business conducted by COMPANY and its sublicensee(s), if any exist, during the preceding financial year under this Agreement. (*Modify as appropriate*)

5. TERM AND TERMINATION

This agreement will be initially for a period of ___ years and may be renewed for further period, based on review of performance and payment.

- a. The agreement can be terminated at the discretion of IIT INDORE if any breach of contract occurs on behalf of COMPANY.
- b. The agreement can be terminated at any time by mutual written agreement between COMPANY and IIT INDORE, upon 60 days written notice to all parties and subject to any terms herein which survive termination; or

NOTWITHSTANDING anything mentioned in this agreement, all the herein stated is subject to the INDIAN CONTRACT ACT. Subject to the jurisdiction of the jurisdiction of the COURT OF MUMBAI.

6. ASSIGNMENT

COMPANY shall not assign this Agreement to any third parties without the prior written consent of IIT INDORE.

7. INDEMNIFICATION

COMPANY agrees to hold harmless and indemnify IIT INDORE (and no action in law will lie against), its officers, employees and students from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of any injury or death of persons or damage to property caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by COMPANY, its affiliates or their officers, employees, agents or representatives.

8. USE OF IIT INDORE NAME

COMPANY may use IIT INDORE's name in their letters to various industries, participation in any seminars and presentations, any advertisement in newspapers or technical papers, seminars, presentations and other use if required based on written consent of IIT INDORE.

9. CONFIDENTIALITY

IIT INDORE and COMPANY agree to hold in confidence all information/data designated by the parties as being confidential which is obtained from either party or created during the performance of this agreement and will not disclose the same to any third party without written consent of the other party.

10. ALTERNATE DISPUTE RESOLUTION

Any dispute or controversy arising out of or relating to this Agreement, its construction or its actual or alleged breach will be decided by ARBITRATION. If the mediation does not result in a resolution of such dispute or controversy, it will be finally decided by an appropriate method of alternate dispute resolution, including without limitation, arbitration, conducted in the city of Indore, India in accordance with the Laws of India. In cases of disputes arising out of or pertaining to this agreement one or more persons shall be appointed as arbitrator/s mutually by consent of both the parties, and ARBITRATION shall take place at Indore and also the decision given by such ARBITRATOR/S WILL BE FINAL AND BINDING ON BOTH THE PARTIES.

11. GENERAL

- a. This Agreement constitutes the entire and only agreement between the parties for licensed subject matter and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by a written document signed by both parties.
- b. This Agreement will be construed and enforced in accordance with the laws of India. Subject to the jurisdiction of the COURTS of INDORE.
- c. Failure of IIT INDORE to enforce a right under this Agreement will not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.
- d. Headings are included herein for convenience only and shall not be used to construe this Agreement.
- e. If any part of this Agreement is for any reason found to be unenforceable/OR repugnant to any law, all other parts nevertheless remain enforceable.
- f. The parties hereto also agree to all the clauses and sub clauses along with the schedule / annexure if any attached hereof.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

For
Indian Institute of Technology
Indore

For
COMPANY

SEAL / STAMP

SEAL / STAMP

INDIAN INSTITUTE OF TECHNOLOGY INDORE

Declaration and Revenue sharing agreement of Technology / Knowledge by Inventor/s

(Where the knowledge is created **within** IIT Indore)

We (please give affiliation when in IIT INDORE and also current affiliation, please add / modify as appropriate)

a. Prof. _____, Discipline / Centre / School (Please select the appropriate) of/in _____ of IIT Indore (Inventor A),

b. Prof. _____, Discipline / Centre / School (Please select the appropriate) _____ of IIT Indore (Inventor B) and

c. Mr./Ms., _____ (PhD., M.Tech, B.Tech) student/project staff of the Discipline / Centre / School (Please select the appropriate) _____ of IIT Indore (Inventor C).

Do here by affirm and state as below:

1. We hereby agree and declare that we are the Inventors of the Invention / Technology on " _____ " (as per the enclosed IDF dated ____ submitted to IIT Indore) to the best of our Knowledge.
2. The above described "Invention / Technology" has been initiated / developed / derived by us, during our tenure at IIT Indore.
3. We have read the IP Policy of IIT Indore, and do hereby agree, that as per the IP policy of IIT Indore (IP Policy), ownership rights pertaining to the "Technology / Invention" whether protected or unprotected, their Title / Claims / Demands whatsoever belong to IIT Indore.
4. We do hereby accept, acknowledge and expressly agree, that we will abide by all policies, internal memorandums, and like documents that IIT INDORE may formulate from time to time pertaining to its IP policies or like policies of similar nature.
5. We state and accept, that, based on any commercialization of the said "Technology"/ Future Patent rights by IIT INDORE, the revenues given to the inventor team by IIT Indore will be shared as follows:
 Inventor A: _____%
 Inventor B: _____%
 Inventor C: _____%
6. We also agree, that revenues, that may be generated by any mode other than commercialization including but not limited to commercialization by IIT Indore, and sharing of such revenues, of the "Invention / Technology" by the inventor/s either solely or jointly shall be done with the express written consent of IIT Indore.
7. We further acknowledge and expressly agree, that any, or all decisions, made by IIT Indore pursuant to this agreement shall be final and binding upon us.

We further confirm that we give the above declaration in our capacity as creator / author / inventor of the knowledge and expressly agree to abide by the terms and conditions set forth herein above.

Name of Inventor A:	Signature	Date
Name of Inventor B:	Signature	Date
Name of Inventor C:	Signature	Date

Remarks/Endorsement by Dean R&D:

RESEARCH AGREEMENT

This Agreement is made and entered into as of day _____ month _____ year 20____ by and between _____ a Company incorporated under the Companies Act 1956 and having its office at _____, hereinafter referred to as "COMPANY", of the FIRST PART,

AND

Indian Institute of Technology Indore, a Research and Educational Institution in Science, Technology and Engineering Disciplines established by a special act of Parliament of Republic of India having its office at Simrol, Indore 453 552, India, hereinafter referred to as 'IIT INDORE', of the SECOND PART.

Company and IIT INDORE are collectively referred to herein as 'Parties'.

Whereas Company is engaged in the business of _____.

Whereas IIT INDORE is among the premier Research and Development (R&D) Institutions in India and a centre of excellence in higher learning, research and development.

Whereas both Parties hereto have agreed to jointly work on Projects in topics of mutual interest as defined below and develop Products under terms and conditions mutually agreed upon by the Parties and

Whereas the Parties desire to record the broad terms and conditions that are jointly accepted and agreed to in this Agreement as contained hereunder.

1. DEFINITION

- a. 'Projects' shall mean and include the individual Projects under the Agreement, the terms and conditions for execution of each of which shall be jointly agreed upon, in writing.
- b. COMPANY know-how' shall mean and include all know-how of methods, material, software, designs, patterns, formats, proprietary technical literature, and information developed, owned and provided by COMPANY, which are required for the Projects.
- c. 'IIT INDORE know-how' shall mean and include all know-how of methods, material, software, designs, patterns, formats, proprietary technical literature, and information developed, published or otherwise owned and provided by IIT INDORE, which are required for the Projects.
- d. 'COMPANY Personnel' shall mean the personnel or research and development engineers of the Company deputed for the Projects.
- e. 'IIT INDORE Personnel' shall mean the faculty members and / or scientists and / or students and / or staff of IIT INDORE deputed for the Projects.

- f. "Principal Investigator" shall mean the individual, employee of IIT INDORE, having the responsibility of conducting and supervising the Project(s) under this agreement.
- g. "Co-Investigator" shall mean the individual(s) participating in the Project(s) under the supervision of Principal Investigator, including, but not limited to, students, employees, representatives, and agents.
- h. "Project Investigator Team" shall comprise the Principal Investigator and the Co-Investigators participating in the Project(s) under this agreement.
- i. 'Products' shall mean the results, software, hardware or other deliverable generated as a result of work to meet the objectives of the Projects funded by COMPANY.
- j. 'COMPANY-IIT INDORE Research Programme' shall mean the activities envisaged under this Agreement.

2. ITEMS OF COLLABORATION

The parties agree to collaborate in the following said items:

- (a) _____
- (b) _____
- (c) _____
- (d) _____

3. SCOPE OF AGREEMENT

COMPANY and IIT INDORE shall work jointly to carry out Projects in the abovesaid items for developing Products and with specific objectives, terms & conditions to be jointly agreed under the Agreement.

4. ACTIVITIES AND OBLIGATIONS OF COMPANY

- a. COMPANY shall be responsible for providing the funds required for the Projects, as identified in each Project. COMPANY may depute appropriate COMPANY personnel to participate in the Projects, as per mutual agreement.
- b. COMPANY will provide COMPANY know-how, which may be deemed necessary for the Projects.
- c. COMPANY shall take reasonable steps to prevent IIT INDORE know-how, which are meant only for the purpose of conducting the Projects, from unauthorized usage or falling into unauthorized hands. COMPANY shall ensure that COMPANY personnel working on projects sign appropriate non-disclosure agreements to prevent unauthorized usage or disclosure of materials or information received under this Agreement.

5. ACTIVITIES AND OBLIGATIONS OF IIT INDORE

- a. IIT INDORE shall complete the activities in the said items and deliver the Products to COMPANY as per the individual Project objectives and schedules as agreed upon.

- b. IIT INDORE shall take reasonable steps to prevent COMPANY know-how, which are meant only for the purpose of conducting the Project(s), from unauthorized usage or falling into unauthorized hands. IIT INDORE shall ensure that IIT INDORE personnel and the Project Investigator Team working on Projects sign appropriate non-disclosure agreements.

6. FINANCIAL AND OTHER ARRANGEMENTS

The consideration payable to IIT INDORE for individual Project cost and the schedule of payment would be as mutually agreed upon for each Project. Any other Project related payment will be as per mutual agreement. Financial arrangements related to Intellectual Property Rights sharing will be as spelt in clause 11.

7. ASSIGNMENT

The Parties hereto shall not transfer or assign any of their rights and obligations under this Agreement to any other party without obtaining prior consent in writing from other Parties hereto.

8. TERM / DURATION

This Agreement shall be initially valid for a period of two years from the date of signing of this agreement. The Parties may extend the term of this Agreement for additional periods as desired under mutually agreeable terms and conditions which shall be reduced to writing and signed by the Parties.

9. TERMINATION

Any of the Parties may terminate this Agreement by serving a written notice on the other Parties six months prior to the intended date of termination provided that the termination by either of the parties shall not relieve that party of its obligations accrued prior to such termination, under a specific Project.

10. NOTICES

All communications by COMPANY involving financial, administrative and other matters shall be sent to Dean R&D, IIT Indore. All information of scientific and technical nature may be exchanged directly between the Project Investigator from IIT Indore and appropriate COMPANY personnel as identified in writing, for the Project concerned.

11. INTELLECTUAL PROPERTY AND COMMERCIAL RIGHTS

- a. Title to all inventions, discoveries or developments made solely by IIT INDORE inventors resulting from the Research Programme shall reside in IIT INDORE; title to all inventions, discoveries and developments made solely by COMPANY inventors resulting from the Research Programme shall reside in COMPANY; title to all inventions, discovery, development or other intellectual property including but not limited to copyrights, patents and industrial designs made jointly by IIT INDORE and COMPANY resulting from the Research Programme shall reside jointly in IIT INDORE and COMPANY.
- b. COMPANY will be given the first right to commercially exploit any development, for a period of one year from the date of completion of the Project, resulting out of the research conducted under this agreement. Benefits arising out of such



commercialization shall be shared between IIT INDORE and COMPANY under mutually agreed terms. In the event that COMPANY is unable to commercially exploit the said development within this specific time period of one year, then IIT INDORE will be free to assign the development, know how to any other third parties. The benefits accruing from such assignments will be shared between IIT INDORE and COMPANY under mutually agreed terms.

- c. In the case of joint Intellectual Property between IIT INDORE and COMPANY, neither party may assign any rights to any third parties without the consent of the other party, which shall however not be unreasonably withheld.
- d. Any benefits accruing from assignment of rights to third parties will be shared between IIT INDORE and COMPANY under mutually agreed terms.
- e. The sharing of benefits between IIT INDORE and COMPANY as spelt in Clause 11 b to d is for the Intellectual Property, arising from the results of the Projects undertaken under this Agreement, being commercialized and exploited in India only. Any commercialization of results and Intellectual Property arising out of the Projects under this Agreement outside of India, by the COMPANY shall be done with explicit consent of IIT INDORE and the benefit accrued from such commercialization shall be shared between IIT INDORE and COMPANY under mutually agreed terms.
- f. Any modification / further development of the Results obtained from the Projects under this agreement, by the COMPANY shall be done with the explicit written consent of IIT INDORE.

12. CONFIDENTIALITY

- a. It may be necessary for IIT INDORE and COMPANY to disclose to or exchange with each other proprietary information relating to IIT INDORE know-how and COMPANY know-how, which are confidential and proprietary. The disclosing party shall advise authorised personnel of the receiving party appropriately regarding the confidential nature of the information disclosed. The Party receiving such confidential or proprietary information shall not, unless specifically permitted in writing by the Party providing the said information, disclose in whole or part any such confidential or proprietary information or divulge any information thereon to any person other than its Personnel for fulfilling the purpose of this Agreement. The disclosure to any such Personnel as aforesaid, of any such confidential or proprietary information, shall be in confidence and only to the extent necessary for carrying out the obligations herein.
- b. The obligations of confidentiality set forth above shall be applicable for two years from the termination of the relevant Agreement
- c. The obligations of confidentiality however shall not apply to information that:
 - i. is not disclosed in writing or reduced to writing and marked with appropriate confidentiality legend within thirty (30) days after disclosure;
 - ii. is already in the recipient party's possession at the time of disclosure;
 - iii. is or later becomes part of the public domain through no fault of the recipient party;
 - iv. is received from a third party having no obligations of confidentiality to the disclosing party;
 - v. is independently developed by the recipient party; or

vi. is required by law or regulation to be disclosed.

13. ARBITRATION, APPLICABLE LAW AND JURISDICTION

- a. Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any, shall be subject to resolution by a panel consisting of the Dean R&D, IIT INDORE, who shall represent IIT INDORE, and Chairman / Managing Director, COMPANY, who shall represent COMPANY. If the dispute cannot be resolved by the said panel, the matter shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Indore.
The decision of the arbitrator shall be binding on both parties
- b. This agreement shall be governed by the Laws of India and subject to the jurisdiction of Courts in Indore.

14. GENERAL

- a. The terms and Conditions for publication of the research results in journals / conferences, and / or patenting or copyrighting the Products shall be mutually agreed upon.
- b. Any addition, deletion and / or alteration to this Agreement may be effected with a written agreement of all the Parties to this Agreement concerning the amendments. A document containing the additions, deletions and/or alterations, and signed by all Parties hereto, shall form an annexure to and be deemed to be a part of this Agreement.
- c. The headings of various clauses herein are inserted for convenience of reference and are not deemed to affect the meaning or construction of relative provisions.
- d. IIT INDORE will have the right to continue to utilize the intellectual property generated as part of the R&D work carried out under this project for its research and for teaching purposes.
- e. This Agreement and its Appendices constitute the entire agreement among the Parties' and supersede all other representations, understandings or communication whether written or verbal, with respect to the subject matter hereof.

15. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment 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, Earthquakes, Strikes not confined to the premises of the party, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. provided on the occurrence and cessation of any such event the party affected 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.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respect; hands and seal on the day, month and year first herein above mentioned.

**FOR AND ON BEHALF OF IIT INDORE
COMPANY**

FOR AND ON BEHALF OF

IN THE PRESENCE OF

WITNESS

IN THE PRESENCE OF

WITNESS

DISTRIBUTION OF INTELLECTUAL PROPERTY (IP) CHARGES AND EARNINGS AGREEMENT

(to be submitted in duplicate/triplicate for a joint IP application with external organization/university/institute)

1. With reference to the Invention Disclosure Form with the following details:

- Title:
- Name(s) of inventor(s):
- Organization(s) of inventor(s):
- Preference of IP Filing:
- (as indicated by the inventor(s) in IDF)

2. Inventors and their respective organizations/institute/universities agree by mutual consent that the total cost of above stated IP filing, protection, marketing, commercialization, earnings, and legal disputes, if any, would be shared between IIT Indore and _____ as follows. It will be the sole responsibility of the respective organizations to distribute the earnings to the inventors within their organization/university/institute. In case of complete (100%) charges being borne by a single organization/university/institute, the same would have the complete ownership and rights of above stated IP. Jurisdiction for all disputes will be Indore, India.

Institute/University/Organization: _____

Proportion of all costs: ___ in numerals and in words _____ %

Institute/University/Organization: _____

Proportion of all costs: ___ in numerals and in words _____ %

3. Signatures of all inventors and authorized university/institute/organization representative.

Inventor(s) _____

Signature(s) of inventor(s) with date _____

Institute/University/Organization: _____

Authorized representative of the organization: _____

Witness: _____

Inventor(s) _____

Signature(s) of inventor(s) with date _____

Institute/University/Organization: _____

Authorized representative of the organization: _____

Witness: _____

Declaration

Name of candidate :

Designation :

Discipline/Centre/School :

In participating in the consultancy / sponsored project _____ funded by _____, I will abide by the requirements indicated below :

1. I will not, directly or indirectly, divulge any information connected with the project to any person(s) other than those authorized by the principal investigator.
2. I shall keep and maintain systematic records of all data, results supplied by the client or generated in the course of the project etc. and will not divulge these to a third party.
3. I shall not make / keep additional copies of any data / results / reports pertaining to the project without the express permission of the principal investigator.
4. I agree that all data generated in the project, papers / drawings / computer software and other records in my possession pertaining to the project will be the property of Indian Institute of Technology Indore and I shall have no claim on the same and I will hand over all these documents to the project investigator before I resign from or leave the project.
5. Even after my leaving the institute / resignation / termination of appointment, I will not disclose any confidential information pertaining to the project or otherwise made available to me during my tenure, to any third party.
6. I agree that all intellectual property generated through the project will be deemed assigned exclusively to Indian Institute of Technology Indore for use / dissemination / transfer or licence for payment of royalty or transfer fee, as it may deem fit.

I have read the above agreement carefully and accept that this is a legally valid and binding obligation and hereby agree to the above, by signing below.

Signature of candidate (with date) :

Signature of witness (with date) :

Name & designation of witness :

(Two copies to be signed, one to be kept with PI / Guide and one to be kept with the student / project staff.)

MUTUAL NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("Agreement") is by and between The Indian Institute of Technology Indore (herein after referred to as "IIT INDORE") having its address at Simrol, Indore 453 552 and _____ (hereinafter referred to as "Company"), a corporation having a business address at _____ on this day _____ month _____ year 20 _____ being the date when this agreement comes into force.

I. RECITALS

- A. Company and IIT INDORE wish to exchange certain information pertaining to _____. This exchange includes all communication of information between the parties in any form whatsoever, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential.
- B. IIT INDORE and Company wish to exchange the information for the sole purpose of _____ and each party regards certain parts of the Information it possesses to be secret and desires to protect those parts from unauthorized disclosure or use (such secret parts being hereafter collectively referred to as "Information").
- C. IIT INDORE and Company are willing to disclose Information (as "Disclosing Party") and receive Information (as "Receiving Party") as the case maybe, on the terms and conditions set forth herein.

II. AGREEMENT

In furtherance to the above mentioned, IIT INDORE and Company agree to the following:

1. The Receiving Party will:
 - a. Not disclose Information of Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both parties in maintenance of confidential information.
 - b. Use the Information only for the above mentioned purpose;
 - c. Restrict disclosure of the Information of the Disclosing Party solely to those employees of Receiving Party having a need to know such Information in order to accomplish the purpose stated above;
 - d. Advise each such employee, before he or she receives access to the Information, of the obligations of Receiving Party under this Agreement, and require each such employee to agree to maintain those obligations. In case the Information is to be shared with any third party, the Receiving Party shall ensure that such third parties shall also be bound by the terms of this Agreement.
 - e. Within fifteen (15) days of notice furnished by either party, the party receiving such notice shall return to the other Party all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to the other Party, in writing, the destruction of such materials.

2. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Information received from Disclosing Party which
 - a. was known to Receiving Party prior to disclosure by Disclosing Party,
 - b. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
 - c. is or becomes generally known or publicly available other than by unauthorized disclosure,
 - d. is independently developed by Receiving Party or
 - e. is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
 - f. is required by law or decree.
 - g. is disclosed under an express written approval/authorization from the Disclosing Party.
3. The Information shall remain the sole property of Disclosing Party.
4. The Disclosing party does not make any representations or warranties, whether written or oral, statutory, express or implied with respect to the information, which may be provided hereunder, including without limitation, any warranty of merchantability or of fitness for a particular purpose. The Disclosing party shall not be liable for any special, incidental or consequential damages of any nature whatsoever resulting from receipt or use of the information by the Receiving Party.
5. Neither the execution of this Agreement nor the furnishing of any Information hereunder shall be construed as granting either expressly or by implication, any license under or title to any invention, patent, copyright, trademark or trade name now or hereafter owned by or controlled by the party furnishing the Information.
6. The Receiving Party will not export, directly or indirectly, any technical data acquired from Disclosing Party or any product utilizing any such data to any third party, without first obtaining approval of the Disclosing Party.
7. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.
8. The term of this Agreement shall be for a period of ____ years and the obligations of confidentiality shall continue for a period of two (2) years after the termination of the Agreement. The Receiving Party is free to use the Information solely for the purpose of non-commercial, internal academic training/teaching after a period of __ years.
9. This Agreement can be terminated on thirty (30) days written notice by either party. However, Receiving Party's obligations of confidentiality and restrictions on use of the Information disclosed by Disclosing Party shall survive termination of this Agreement for a period of two (2) years thereafter.
10. This agreement will be construed and governed in accordance with the laws of India. Any dispute arising out or in connection with the agreement shall be subject to and settled within the jurisdiction of Indore courts.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

For
Indian Institute of Technology Indore

For
Company

Name :
Date :
Witness :

Name :
Date :
Witness :