



CHARUSAT
CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY

**CHARUSAT
INTELLECTUAL PROPERTY POLICY**

(Effective from July 2024)

**CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY
CHANGA 388 421
GUJARAT**

CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY

INTELLECTUAL PROPERTY POLICY

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CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY (CHARUSAT)
CHARUSAT Campus, Changa, Anand District,
Gujarat – 388421.

Policy for CHARUSAT Intellectual Property (IPR)
(Effective from July 2024)

PREAMBLE

CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY (CHARUSAT) encourages, facilitates, promotes and safeguards scientific investigations, research, and innovation. The Intellectual Property (IP) policy of CHARUSAT provides guidelines for making inventions and discoveries available to the general public in the interest of the nation at large.

IP policy of CHARUSAT aims to lay down the process for promotion and support to creators/innovators at CHARUSAT for translating their creative works into IP.

This policy also aims to set forth guidelines for ownership of IP developed at CHARUSAT, those directly or indirectly associated with CHARUSAT, either in-house or outsource, seconded or sponsored unless specially covered by a policy to the contrary.

The CHARUSAT shall address specific cases by using this IP policy document as guidelines.

OBJECTIVES:

The objectives of this policy document are as given below:

- 1) To foster, stimulate and encourage creative activities in the widest sense in all the areas in which academic, consultancy and research programs are offered by CHARUSAT.
- 2) To protect the legitimate interest of faculty / scientists / scholars / students of CHARUSAT and to avoid any conflict.
- 3) To lay down a transparent administration system for the ownership and control of Intellectual Properties and sharing of the revenues generated and owned by CHARUSAT.

DEFINITIONS:

The meaning of terms applied in this policy is as 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 CHARUSAT directly and/or indirectly associated and includes those who are regular faculty, scientist and staff members who are on probation, or on contract and those who are employed on temporary basis either in CHARUSAT and / or in projects and those who are researchers or students who are responsible for the creation of an Intellectual Property (IP).
- c) **Intellectual Property** denotes the specific legal rights which inventors and other IP holders may hold and exercise. IP includes Patents, Trademarks, Copyrights and Industrial Designs each differ in its scope, purpose and effects. IPP aims to exclude third parties from exploiting protected subject matter for a certain specified duration of time without explicit authorization from the right holder.

IPR owners can use or disclose their creations without fear of loss of control over their usage during the course of dissemination of their Creation/Invention.

IP confers a bundle of exclusive rights in relation to the particular form or manner in which ideas/information are expressed/ manifested in the following and related items:

- i) New and useful scientific and technical advancements in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties etc. which are patentable.
 - ii) Industrial and architectural designs, models, drawings, creative, artistic and literary works, teaching resource materials, generated records of research including thesis and dissertations which are copyrightable.
 - iii) Trademarks, service mark, logos etc.
- d) **Patent** means a patent granted under the provisions of the Indian Patents Act, 1970, and later as modified from time to time.

PATENTS

Ownership of IP:

In-house

CHARUSAT shall be the owner, with the creators specially stated as inventors for all the IP inventions, software designs and specimens created by the creators who include faculty members, research scientists, research scholars, and students, etc.

Sponsored

If the IP is a result of funds sponsored by an outside agency, then the IP will be shared between CHARUSAT and the sponsoring agency on case by case basis, as per MoU/Agreement/Undertaking between CHARUSAT and the outside agency.

Collaborative

If an IP has emerged as a result of an Institutional / Industrial consultancy, sponsored by CHARUSAT the concerned industries and CHARUSAT shall own the IP. This, however, will not apply to those IP that is covered under specific MoU's where the action shall be carried out as per the provisions of the MoU's.

A computer software may be patented, copyrighted, trademarked depending upon the IP content. A copyright software may be distributed for research and teaching purposes by its creator after obtaining an appropriate undertaking to the effect that it will not be used for commercial purpose nor will it be transferred to any other party without the explicit permission of CHARUSAT.

Internal evaluation of IP

CHARUSAT Intellectual Property Committee (CIPC) will coordinate the activities of evaluating, protecting, licensing and managing the IP generated by CHARUSAT. Further, it shall provide guidance to all CHARUSAT personnel and facilitate protection and deployment of intellectual property issues of ownership, confidentiality, suitable advice from experts, disclosure, patentability, and transfer.

CIPC shall also act to the best of its knowledge to avoid scientific misconduct in research and developmental activities of CHARUSAT.

Publication Based on IP

For patentable IP, it is essential that the patent protection is filed before the publication or disclosure of it in any other form of public domain. However, Faculty members, research scholars, and students can disseminate their creative work through publication for which they generally have freedom, subject to the provisions of Patent Act 1970.

Patent filing process

A provisional patent application that may arise out of projects/Research activities of CHARUSAT may be applied by the Creators after obtaining permission from CHARUSAT. As the university owns the IP, the patent expenses incurred by the Creator for provisional patent protection will be reimbursed to the Creator by the CHARUSAT.

Soon after completing the complete specification protection, CHARUSAT through CIPC shall decide on the protection of the invention in foreign countries. If CHARUSAT opts not to undertake such protection in any country requested by the Creator, CHARUSAT shall assign rights of the IP in that country to the Creator.

Maintenance of Patents

For the inventions developed at CHARUSAT and the Creator who wish to protect the invention, it is mandatory that the creator has to disclose the creative work. Creator shall assign the rights of the disclosed invention to CHARUSAT. All IP related information that is disclosed to CHARUSAT is confidential.

Confidentiality shall be maintained till the dates stipulated in the contract between the concerned parties. Once the IPR is ensured, the inventor/creator is encouraged to publish the work in the interest of general public.

Patent fee

CHARUSAT will pay the patent fees in all cases when Patent is taken by CHARUSAT. If it is a joint patent with sponsoring agency, then the patenting cost will be equally shared. If the other agency does not show interest in such process, CHARUSAT can either continue the patent by paying the fees for its full term or withdraw the application for the patent protection, at its discretion.

Transfer of IP

CHARUSAT shall strive to identify potential licensee for the IP to which it has ownership. Generally, creators are expected to assist the transfer of IP. CHARUSAT may contract IP to any of the technology management agency which manages the commercialization of IP. If exclusive rights of IP have not been assigned to the third party, creators may enter into a contract with any potential licenses on their initiative maintaining confidentiality and taking care through Non-Disclosure Agreement with the concurrence of CHARUSAT. The inventor/creator has the first right to the terms and conditions that are agreeable by CHARUSAT.

Revenue sharing:

The revenue earned from commercial exploitation of IP owned by CHARUSAT will be shared after deduction of administrative and other expenses incurred. The net revenue will be shared as follows:

(a) One-time revenue generation through outright sale of IP

Creators: 60 %

CHARUSAT: 40 %

(b) For Royalty sharing, it shall be as under:

1) **Royalty shall mean:**

“A royalty (sometimes, running royalties, or private sector taxes) is a usage-based payment made by one party (the "licensee") to another (the "licensor") for the right to ongoing use of an asset, sometimes an intellectual property (IP). Royalties are typically agreed upon as a percentage of gross or net revenues derived from the use of an asset or a fixed price per unit sold of an item of such, but there can also be other modes and metrics of compensation.”

2) The faculty members engage in research and other such endeavors that produce intellectual property, which result in technology transfer, product transfer into prospective licensees with time. The amount of royalty resulting out of such efforts shall be distributed proportionately among Inventors, Departments, and University. This is to strengthen Departmental and University faculties and to give a boost to IP creation.

3) **The following scheme of distribution for royalty shall be undertaken:**

Net Amount	Inventor (s)	Department/Institute	University
Up to Rs. 20 Lacs	50 %	25%	25%
Above Rs. 20 Lacs	40%	25%	35%

Only net amount (deducting all expenses and all taxes etc.) shall be considered for distribution of royalty. The distribution will be done per annum.

- 4) The Department/ Institute share will be used to support the technology transfer efforts, research and / or innovative programs. In the case of large sums of income, part of the funds can be capitalized to create Endowment fund for the support of department / Institutes.
- 5) University may use its share for creating such facilities so that more such endeavors can be boosted.
- 6) If there is more than one inventor, the amount will be shared equally among inventors or will be allocated in proportion to the substantiality of their respective contribution. This shall be decided by a university committee.
- 7) The inventor will continue to receive the share even if he/she has left the University.

The Distribution Policy will be reviewed every two years or as and when required.

COPYRIGHTS

Ownership of the copyright:

CHARUSAT shall be the owner of all copyright works including software and all connected teaching materials designed and developed by the fraternity of CHARUSAT. This includes those who are regular faculty, scientist, and staff members who are on probation or on contract and those who are employed on a temporary basis either in CHARUSAT and / or in projects and those who are researchers or students.

Further, CHARUSAT shall also be the owner of copyrights of works produced, including software and all teaching materials developed by persons not directly associated with CHARUSAT, provided CHARUSAT has made its contribution in the form of any of the resources.

The ownership of copyright by CHARUSAT will in no way deprive the claims of the creator/author to publish his/her contribution in a scholarly and intellectual way and they have authority to improve, publish and propagate their works.

PS:

The university may declare guidelines for execution of this policy from time to time.

Guidelines for the execution of patent application

Creator/inventor means any employee of CHARUSAT directly and/or indirectly associated and includes those who are regular faculty, scientist and staff members who are on probation, or on contract and those who are employed on temporary basis either in CHARUSAT and / or in projects and those who are researchers or students who are responsible for the creation of an Intellectual Property (IP).

Following is general guidelines for the Patent procedure at CHARUSAT.

a) Table-1: Transaction between Inventor/s and University

Sr. No.	Steps to be taken by Inventor	Action of University
1	IPR application to the university with title and abstract of the patent.	<ul style="list-style-type: none">• After receiving the patent application from the inventor, the university shall forward it to the CHARUSAT Intellectual Property Committee (CIPC).• CIPC will evaluate the patent application preferably within a week time and ask inventor to present the content to the CIPC.
2	Presentation of patent content to the CIPC to establish the nature of technology and whether it is patentable or not. Refer <i>Annexure-1</i> for the format of Invention Disclosure Form.	<ul style="list-style-type: none">• Based on the presentation CIPC will decide to file a provisional patent.• University will concern CHARUSAT approved patent attorney for filing a provisional patent and also inform to the inventor.• Invention disclosure/ Patent/ Copyright/ Trademark and similar documents are to be treated as confidential and would be placed under a special duty to maintain confidentiality by the signing of a Non-Disclosure Agreement by personnel of the CIPC. (<i>Annexure- 2a</i>) and with the student engaged in the work (<i>Annexure-2b</i>)
<ul style="list-style-type: none">• The expected time to complete the procedure will be within 20 days of the receipt of the application to the university office.		

b) Table-2: Actions of inventor during patent execution process

Sr. No.	Steps to be taken by Inventor	Action of University
3.	<ul style="list-style-type: none"> • The inventor has to contact the patent attorney approved/suggested by CHARUSAT and file a provisional patent through a patent attorney. • The patent office will issue a receipt of filing mentioning application number and date of filing. This is important and must be preserved and quote for all future correspondence. 	The inventor has to inform university and take permission for filing a provisional patent.
4*	<ul style="list-style-type: none"> • In case during Filing of provisional application, the inventor needs to generate sufficient scientific data then that has to be completed within one year and before the end of one year from the date of filing a provisional patent, a complete application has to be filed. However, a complete application can also be filed along with provisional patent, if sufficient scientific data are available. • Along with the complete application, a request for the examination of the patent has to be filed. • If the inventor and university want to protect the invention in foreign countries, then they can file a patent under the “Patent Co-operation Treaty” – PCT. • Under PCT, a single application can be filed for a number of countries. However, the processes of a patent application will be governed by individual country under national phase. • For detail please refer Table-3. 	The inventor has to inform university and take permission for filing a complete application.
5.	<ul style="list-style-type: none"> • Publication of patent after 18 months by Indian Patent Office on its website/Bulletin. The option of early publication is also available on payment of additional charges. The university may or may not avail this. • Examination of the application by Indian patent office. 	The inventor has to keep university informed and seek permissions.
6	Overcoming examiners objections if any through university patent attorney.	
7	Acceptance of application and advertisement of such acceptance in the official gazette of IPO.	
8.	Overcoming the opposition for grant of a patent, if any.	
9.	Patent granted- patentee gets monopolistic right for 20 years	

c) Table-3: For PCT filing / International filing of patent

Sr. No.	Steps to be taken by Inventor	Action of University
1	At stage 4 of above table-2, i.e., before filing a complete application for the Indian patent, the inventor can file a PCT application. However, this has to be informed to the university well before the deadline.	After receiving an application for the PCT filing application, the university will seek review from the CIPC and issue permission for the same.
2	<p>PCT filing application will generally pass through two phases: an International phase and National phase.</p> <p>International phase includes four steps:</p> <ol style="list-style-type: none"> I. Filing II. International search report III. International publication IV. International preliminary examination <p>First, three phases will automatically take place once the application is filed. While the fourth step is optional and requires payment of fees.</p>	After publication of International patent, the inventor has to inform university about it.
3	<ul style="list-style-type: none"> • After International phase if inventor and university wish to proceed ONLY THEN will the National Phase of the PCT application will be there. • The decision regarding which countries an inventor and university wants to file the patent after PCT must be taken within 30 months of priority date, i.e., the date when the application was first filed by the inventor. • For some of the countries, this period is 21 months. • If this 30-month period expires, inventor and university cannot enter into National phase of any designated country. And all efforts and expenses at patenting will go waste. 	The inventor has to inform university and seek the permission for the next step.
4	<ul style="list-style-type: none"> • For National phase, select the country for seeking patent protection which has the commercial importance of the invention and fit into the affordable budget. • Choose the regional office for the entry into the national phase via an appropriate attorney. 	
5	After entering into national phase again, examination of a patent in that country, Overcoming examiners objections if any, Acceptance of application and advertisement of such acceptance in the official gazette, Overcoming the opposition to grant a patent if any has to be followed before the grant of Patent.	

d) Guideline for the commercialization or licensing the patent

The Intellectual Property of the Institute held either in the name of CHARUSAT or jointly with other Institutions/Industry will be marketed for commercial exploitation under agreements involving technology transfer, licensing and revenue sharing models.

A committee must be constituted for approval of Technology Transfer. It may consist of the inventor, The Head of the respective Department, Dean of respective faculty, and the CIPC Chair (Provost).

Sr. No.	Steps to be followed for Technology Transfer	
1	The inventor should be asked to make a presentation before the committee to establish the nature of technology and whether it is ready for transfer.	
2	The committee should also discuss the worth of the technology in terms of royalties etc. (maximum and minimum).	
3	Subsequently, Advertisement can be put on the CHARUSAT website to call for Expression of interest (EoI). The advertisement should have a link to details of the technology, minimum value asked for etc.	<i>Annexure-3</i>
4	A non-disclosure agreement may be signed with the private party prior to discussions and negotiations.	<i>Annexure-4</i>
5	Negotiation for upfront amount and royalties.	
6	The responsibilities and deliverables expected from all the participating agencies should be clearly mentioned in the MoU.	<i>Annexure-5</i>
7	Commercial validation by the company	
8	Finalization of commercial product	
9	Launching of product by company	

REVENUE SHARING

The revenue arising out of licensing of IP and royalty would be shared in the appropriate ratio between the inventor(s) and the Institute as per IP Policy.

INFRINGEMENTS, DAMAGES, LIABILITY, AND INDEMNITY

As a matter of policy, CHARUSAT shall, in any contract between the licensee and CHARUSAT, seek indemnity from any legal proceedings including this, but not limited to manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation.

CHARUSAT shall also ensure that CHARUSAT personnel have an indemnity clause built into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.

CHARUSAT shall retain the right to engage in or desist from or not in any litigation concerning patent and license infringements.

CONFLICT OF INTEREST

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest.

If the inventor(s) and/or their immediate family have a stake in a licensee company, then they are required to disclose the stake they and /or their immediate family have in the company, and license or an assignment of rights for a patent to the licensee - company in such circumstances, shall be subject to the approval of the CIPC.

DISPUTE RESOLUTION

In the case of any dispute arising at any stage of Consultancy project between Investigator(s,) and the client (s),the decision of the Provost will be final.

JURISDICTION

All legal action will be subject to the jurisdiction of Civil Courts at Anand, Dist: Anand, Gujarat.

Refer FAQs for more detail information.

CHARUSAT INTELLECTUAL PROPERTY COMMITTEE (CIPC)
CHAROTAR UNIVERSITY OF SCIENCE & TECHNOLOGY

Invention Disclosure Questionnaire

1. **Title of the Invention** (Not more than 10 to 15 words)
2. **Abstract of the Invention**
(Kindly explain the crux of the invention in about 150 to 200 words.)

3. **Key Words:**

4. **Area of Technology:**

5. **Background of the Invention:**

What are the present technologies that exist in the field of your invention and what are the limitations of the same? (Present state of Art)

6. **What problems does the invention address and how your Invention is able to overcome the limitations/ problems of the existing technologies?**
7. **Detailed Explanation of the Invention along with working examples. Kindly provide an elaborated description of each and every aspect of the invention (product and/or process) in great detail.**
8. **Kindly attach drawings, reports, papers, charts or other materials that may aid in your description.**
9. **Is there any other related disclosure(s) that you have already submitted at any forum or planning to submit in future? Kindly provide relevant details and list dates for such disclosures. The disclosure could be in any form including print and electronic media disclosure in a gathering of experts or in an exhibition.**

- 10. What are the aspects of your disclosure that you want to claim/monopolize?**
- 11. Has your invention been reduced to practice? Has any prototype been made on this invention? If yes, kindly provide relevant information.**
- 12. Software-related inventions should be supported with flow charts.**
- 13. Have you contacted any company/organization/agency to discuss commercialization of your invention? If yes, kindly give details.**
- 14. Have you conducted novelty/inventiveness search for your invention? If yes, what are the databases /references used by you? What are the search results?**
- 15. Do you feel that a person of “average” skill (not-extraordinary skill) in your area of technology would have arrived at your invention with existing knowledge in the public domain? If no, what could be the reasons for the same?**
- 16. Kindly provide broad workable ranges for all the parameters involved in your invention.**
- 17. Department**
- 18. Investigator/research scholar/degree student with email ID, Phone and fax Nos. of the principal investigator.**
- 19. References (if any)**
- 20. Who has funded the project/R&D Work and what are the funding conditions with specific reference to Intellectual Property Rights(IPR)?**
- 21. Any additional notes or remarks.**

CHARUSAT INTELLECTUAL PROPERTY COMMITTEE (CIPC)
CHAROTAR UNIVERSITY OF SCIENCE & TECHNOLOGY

Confidential Disclosure Agreement

This Agreement is between

_____ ,

hereinafter called "Recipient", and

_____ ,

hereinafter called "Owner".

WHEREAS Owner possesses certain confidential information concerning:

_____ ;

and

(Describe subject matter of information)

WHEREAS Recipient is desirous of obtaining said confidential information for purposes of evaluation thereof and as a basis for further discussions with Owner regarding assistance with development of the confidential information for the benefit of Owner or for the mutual benefit of Owner and Recipient;

THEREFORE, Recipient hereby agrees to receive the information in confidence and to treat it as confidential for all purposes. The recipient will not divulge or use in any manner any of said confidential information unless by written consent from Owner, and Recipient will use at least the same efforts it regularly employs for its own confidential information to avoid disclosure to others.

Provided, however, that this obligation to treat information confidentially will not apply to any information already in Recipient's possession or to any information that is generally available to the public or becomes generally available through no act or influence of Recipient. The recipient will inform Owner of the public nature or Recipient's possession of the information without delay after Owner's disclosure thereof or will be stopped from asserting such as defense to remedy under this agreement.

The recipient will exercise its best efforts to conduct its evaluation within a reasonable time after Owner's disclosure and will provide Owner with its assessment thereof without delay. The recipient will return all information, including all copies thereof, to Owner upon request. This agreement shall remain in effect for ten years after the date of its execution, and it shall be construed under the

laws of India, and the High Court at Bangalore shall have exclusive Jurisdiction in the event of any disputes.

(Date) (Recipient)

By: _____

(Name & title of person signing)

(Date) (Owner)

Confidentiality and Safeguard Agreement

This agreement is between _____, whose place of residence or business is _____, hereafter known as the inventor, and _____, whose place of business or residence is _____, hereafter known as the CHARUSAT.

CHARUSAT will provide certain services as follows:

- prototyping
- design and/or drafting
- marketability evaluation and/or research and/or plan
- overall planning for development, protection, and marketing.
- other: _____

CHARUSAT agrees to maintain all information divulged to him or her by the inventor, in whatever form (written, drawn, photographed, verbal, video, or other), confidential and safe. CHARUSAT will not transmit or divulge said information to any third person (except his or her employee who has a need to know). CHARUSAT will not use said information as his or her own, or for his or her own advantage. CHARUSAT will preserve as confidential and safe said information for a period of _____ from date of receiving Invention Disclosure Form (IDF), and will () return to inventor, or () destroy tangibles by shredding or burning after said period.

_____ CHARUSAT

_____ Date

CHARUSAT INTELLECTUAL PROPERTY COMMITTEE (CIPC)
CHAROTAR UNIVERSITY OF SCIENCE & TECHNOLOGY

DEED OF ASSIGNMENT

(On Stamp paper)

THIS DEED OF ASSIGNMENT made this 1st day of ----- (month and year) between _ (Assignor's name) _, at _ (Institute at CHARUSAT) _, Charotar University of Science & Technology, Changa – 388421, Gujarat State, India hereinafter referred to as the ASSIGNOR of the one part;

AND

M/S. Charotar University of Science & Technology, at Changa – 388421, Gujarat State, India hereinafter referred to as the ASSIGNEE of the other part.

WHEREAS, the ASSIGNEE has engaged __ (Assignor's name) __, S/o _____, aged about __ years, residing at __ (Address of Assignor) __, the ASSIGNOR as a research student in the __ (Institute at CHARUSAT) __ for carrying out research in the field of __ (Subject of Research) __.

AND WHEREAS, it is agreed by and between the ASSIGNEE and the ASSIGNOR that whatever inventions / discoveries / ideas / theories and concepts developed and / or enunciated by the ASSIGNOR during the period of his tenure with the ASSIGNEE shall be the exclusive property of the ASSIGNEE.

NOW THIS DEED WITNESSETH it is hereby agreed by and between the parties as follows:

In consideration of his employment, the ASSIGNOR hereby agrees with the ASSIGNEE that all the PATENT RIGHTS arising out of the research or developmental work carried out by him shall accrue to the ASSIGNEE and all inventions / discoveries / ideas / theories and concepts so developed or enunciated by the EMPLOYEE/STUDENT shall be the sole and absolute property of the ASSIGNEE and it shall be lawful to deal with such discoveries / ideas / theories and concepts in any manner whatsoever as the ASSIGNEE may deem fit.

.....Cont 2

The ASSIGNOR hereby agrees and undertakes with the ASSIGNEE that he shall, if and whenever required by the ASSIGNEE join with the Institute in applying for registration for patent or patents in respect of such inventions / discoveries / ideas / theories and concepts or other similar production, both in India and any other part of the world, for the said inventions and shall on request by and at the cost of the Institute execute and do all the instruments and things necessary to vest the property in the said inventions / discoveries / ideas / theories and concepts and any application for registration of patent or patents thereof or other similar production as aforesaid, that may be obtained in respect thereof, by the Institute or any person or persons or company appointed by the Institute, together with rights which may belong or accrue thereto.

IN WITNESS WHEREOF, the ASSIGNEE and the ASSIGNOR have super scribed their respective hands to this DEED OF ASSIGNMENT in Gujarat on the day, month and year first above written.

SIGNED AND DELIVERED BY THE

SAID (Assignor's Name)

ASSIGNOR OF THE ABOVE NAMED

SIGNED AND DELIVERED BY THE

SAID (Registrar's Name)

ON BEHALF OF THE ASSIGNEE

WITNESSES:

1.

2.

CHARUSAT INTELLECTUAL PROPERTY COMMITTEE (CIPC)
CHAROTAR UNIVERSITY OF SCIENCE & TECHNOLOGY

Expression of Interest

I, _____, representative of M/s _____ would like to get details of _____ Title of Patent _____, the inventor of which is _____ Name of inventor(s) _____, and the reference number of which is _____ Patent Application No./CIPC Reference No. _____.

Further, I undertake that the purpose of seeking such details is not to transfer/divulge the information to any individual/agency, who/which is not party to this expression, or for the purposes of hindering/delaying/sabotaging the patentability of the invention, or for the purpose of furthering vested research interests in similar fields as the invention.

I seek this information for the purpose of _____
_____ (state reason for seeking information).

I also understand that this expression is merely a request to CIPC, CHARUSAT to provide details of the above-mentioned invention and it, in no way, obliges the CIPC in any manner possible. By filling in the information and sending the EoI, I acknowledge that the EoI will become as binding as a signed document and hence, CIPC might use it in the case of any misunderstandings/legal disputes that might arise.

CHARUSAT INTELLECTUAL PROPERTY COMMITTEE (CIPC)
CHAROTAR UNIVERSITY OF SCIENCE & TECHNOLOGY

Confidential Disclosure Agreement

This Agreement is between

_____ ,

hereinafter called "Recipient", and

_____ ,

hereinafter called "Owner".

WHEREAS Owner possesses certain confidential information concerning:

_____ ;

and

(Describe subject matter of information)

WHEREAS Recipient is desirous of obtaining said confidential information for purposes of evaluation thereof and as a basis for further discussions with Owner regarding assistance with development of the confidential information for the benefit of Owner or for the mutual benefit of Owner and Recipient;

THEREFORE, Recipient hereby agrees to receive the information in confidence and to treat it as confidential for all purposes. The recipient will not divulge or use in any manner any of said confidential information unless by written consent from Owner, and Recipient will use at least the same efforts it regularly employs for its own confidential information to avoid disclosure to others.

Provided, however, that this obligation to treat information confidentially will not apply to any information already in Recipient's possession or to any information that is generally available to the public or becomes generally available through no act or influence of Recipient. The recipient will inform Owner of the public nature or Recipient's possession of the information without delay after Owner's disclosure thereof or will be stopped from asserting such as defense to remedy under this agreement.

The recipient will exercise its best efforts to conduct its evaluation within a reasonable time after Owner's disclosure and will provide Owner with its assessment thereof without delay. The recipient

will return all information, including all copies thereof, to Owner upon request. This agreement shall remain in effect for ten years after the date of its execution, and it shall be construed under the laws of India, and the High Court at Bangalore shall have exclusive Jurisdiction in the event of any disputes.

(Date) (Recipient)

By: _____
(Name & title of person signing)

(Date) (Owner)

Confidentiality and Safeguard Agreement

This agreement is between _____, whose place of residence or business is _____, hereafter known as the inventor, and _____, whose place of business or residence is _____, hereafter known as the vendor.

Vendor will provide certain services as follows:

- prototyping
- design and/or drafting
- marketability evaluation and/or research and/or plan
- overall planning for development, protection, and marketing.
- other: _____

Vendor agrees to maintain all information divulged to him or her by the inventor, in whatever form (written, drawn, photographed, verbal, video, or other), confidential and safe. The vendor will not transmit or divulge said information to any third person (except his or her employee who has a need to know). The vendor will not use said information as his or her own, or for his or her own advantage. Vendor will preserve as confidential and safe said information for a period of _____ from date of order, and will () return to inventor, or () destroy tangibles by shredding or burning after said period.

Vendor further agrees that all patentable features arising from his or her services will be revealed to the inventor as the work progresses, and become inventor's property in full at the time the vendor receives payment in an amount agreed to by vendor and inventor at the time inventor's order is placed. Vendor further agrees that he/she has no claim to any intellectual property rights related to this invention.

_____ vendor _____ Date

CHARUSAT INTELLECTUAL PROPERTY COMMITTEE (CIPC)
CHAROTAR UNIVERSITY OF SCIENCE & TECHNOLOGY

Memorandum of Understanding

THIS Memorandum of Understanding is made on the 1st day of ----- (month and year) between: -

- (A) _____ (company name), a unit established and governed by the laws of Republic of India and whose registered office is at _____ (address) PIN Code, _____ (State), India (hereinafter referred to as the " ") and
- (B) _____ (Institute name), Charotar University of Science and Technology, whose registered office is at CHARUSAT Campus, Changa – 388421, Dist. Anand, Gujarat, India; (hereinafter referred to as the “CHARUSAT”).

Both the parties have the intention of undertaking a research consultancy/development project entitled "-----" sanctioned by -----(company name). This project will be carried out at ----- (institute name), CHARUSAT, Changa.

NOW IT IS HEREBY AGREED THAT:

1. INTELLECTUAL PROPERTY RIGHTS:

Any know-how, discovery or patentable invention generated as a result of this project will be the property of -----(company name). If such discovery is patentable, the patents will be jointly filed by CHARUSAT and the ----- (company name). Terms and conditions regarding licensing of these rights for commercialization shall be governed by a separate agreement.

2. CONFIDENTIALITY OBLIGATION:

Each party shall keep confidential and not use for any purpose not contemplated hereunder all proprietary information disclosed by the other party, directly or indirectly. Any discoveries, inventions or know-how resulting from the project shall be kept confidentially for a period of Five (5) years from the date of termination of this Agreement, except as authorized in writing by other parties or provided herein.

3. PAYMENT:

The industrial contribution to be paid for this project is to be made as per the commitment, through a demand draft / crossed valid cheque, drawn in favor of The Registrar, CHARUSAT, Changa and sent to the address overleaf.

4. EQUIPMENT:

Equipment and purchases obtained in connection with the project and paid through the project funds remain the property of CHARUSAT, Changa unless otherwise it is specifically agreed to by CHARUSAT, Changa.

5. LIABILITY:

CHARUSAT, Changa shall not be held liable for any loss, damage, delay or failure of performance, resulting directly or indirectly from any cause, which is beyond its reasonable control (Force Majeure). The liability of CHARUSAT, Changa shall be limited to the funds received for the project.

6. DISPUTE AND SETTLEMENT:

The parties shall use their best endeavors to settle any dispute or claim to arise out of or relating to the Agreement, in supplemental agreements and their attachments thereto through amicable discussions. If not amicably settled within sixty (60) days of the dispute or claim to arise, such dispute or claim shall be decided by a panel of three (3) Arbitrators in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996. The parties agree that the decision of the majority of the Arbitrators so appointed shall be final and binding upon the parties.

7. PROJECTS FOR OTHER CLIENTS:

CHARUSAT, Changa may normally undertake other projects in the same field provided - to the best of CHARUSAT’s knowledge and belief - there exists no danger of information of a confidential nature coming into hands of a third party. Any agreement to restrict CHARUSAT, Changa from undertaking similar projects during or after the life of the project, shall be covered by a separate contract.

8. OTHERS:

- (i) At the end of the Project, a final report will be presented to “ ----- (company name)” together with a know-how transfer, if applicable.
- (ii) Neither party shall use the name nor trademark of the other party for advertising purposes.

The above terms and conditions will apply to the projects taken up by _____Institute, CHARUSAT, Changa, unless otherwise mutually agreed to in a separate document approved by CHARUSAT, Changa & _____(company name) as per Proprietary information agreement dated xx month 20xx signed by _____ from _____(company name) and _____ Registrar, CHARUSAT, Changa.

For _____(company name)

For _____Institute at CHARUSAT

Frequently Asked Questions (FAQs)

What does a patent application consist of?

If you are filing a patent in India, your application will consist of four forms viz; Form 1, Form 2, Form 3 and Form 5. These forms are not available commercially, but the formats are standard and can be retyped. While forms 1, 3 and 5 are simple consisting of just 1 or 2 pages, Form 2 is the one which constitutes the ‘heart’ of the patent and in which the Patent is described. It contains a detailed description of the invention, drawings, examples, and claims.

In form 2, a set pattern of headings for describing the invention is followed viz.

- Field of the invention
- Background of the invention
- Objects of the invention
- Detailed description
- Examples
- Claims
- Figures/ drawings if any
- Abstract

All forms must be filled in duplicate while submitting to the patent office.

Where to file a patent?

There are four patent offices in India – Calcutta (Head office), Bombay, Madras and Delhi. Each has a particular jurisdiction as follows:

- Mumbai – Maharashtra, Gujarat, MP, Goa and the Union Territories of Daman and Diu, Dadra and Nagar Haveli
- Madras – AP, Kerala, Tamil Nadu, Mysore, Union Territories of Pondicherry, Laccadive, Minicoy and Aminidevi Islands
- Delhi – Punjab, Haryana, Himachal Pradesh, J & K, Rajasthan, UP, Union Territories of Chandigarh and Delhi
- Kolkata – Rest of India

Patent Process

The grant of patent is not a single step but involves a number of steps as given below:

- Filing of an application for a patent, accompanied by provisional patent.
- Filing a complete specification in India and/or PCT application, if only provisional had been filed.

- Examination of application
- Overcoming examiners objections if any
- Acceptance of application and advertisement of such acceptance in official gazette
- Overcoming opposition to grant of patent if any

For how long is a patent valid?

Twenty years, provided you pay the maintenance fee regularly every year. Otherwise, it will lapse.

Which websites provide information's related to patents in India?

Indian patent office	-	www.patentoffice.nic.in
Patent facilitating cell, TIFAC	-	http://www.pfc.org
General information on IPRs	-	www.patentmatics.org

Can I file a 'world patent'?

There is no such thing as a world patent. However, if you do file a patent abroad, it will be called an international patent. If you want to protect your invention in a number of countries, you can file a patent under the 'Patent Co-operation Treaty'. Under PCT, you can file a single application for patents in a number of countries. The grant of the patent will be done individually by each country, but you will save time and money since a single filing will be valid in several countries. At present, there are 123 countries which are covered under PCT.

Search of Worldwide patent databases:

Patent databases can be searched using appropriate keywords. Patent databases are free as well as paid. Some of the free patent databases which can search through websites are:

1. USA www.uspto.gov
2. European www.espacenet.com
3. Australia www.ipaustralia.gov.au
4. Canada <http://patents1.ic.gc.ca>
5. Korea <http://www.kipris.or.kr>
6. India www.ipindia.nic.in

Two other good online patent databases are STN and Delphion, but both are paid.

Indian patent database containing full-text of patents is available at www.ipindia.nic.in

Will patent granted by PCT be called a PCT patent?

PCT is not a 'patent granting' process. It is merely a common filing procedure agreed upon by more than a hundred countries, to avoid duplication of work and also to help inventors. PCT does not grant any patents. There is no such thing as a PCT patent. Under the PCT system, instead of filing multiple applications, an application can file a single application, which protects his rights

TEMPORARILY in all the designated countries, till the time he enters the national phase of the countries.

Patents – some basic facts

- a)* Patents are documents which give inventors legal rights over their inventions. In simple terms, they can be described as ‘registration certificates of ideas’ just like RC of your car/bike/scooter.
- b)* In India, patents are granted only for products or processes – no third category. In USA/EUROPE, new use of the existing product is also the patentable e.g. new use of known drug would be patentable.
- c)* In India, certain categories e.g. inventions relating to atomic energy excluded.
- d)* Valid only in the countries where they are filed.
- e)* There is no such thing as a ‘world patent’.
- f)* Of fixed duration-lapse after 20 years.
- g)* Requires fee for keeping ‘alive’ – expire if fee is not paid
- h)* Can be challenged and got canceled if granted wrongly
- i)* Legally very strong rights. After TRIPS agreement, rules standardized in member countries (~150)

What is patentable?

For patentability, the invention must satisfy a ‘Trishul’ of three criteria-

- Novelty (must be new and not known / described earlier)
- Non-obvious (must not be something which does not involve any inventive step and is obvious)
- Industrial Application – Invention must be capable of industrial application (must actually work and not be only theoretical)

The basic requirement for a patent is an INVENTIVE STEP.

What cannot be patented?

- Something which is frivolous, contrary to public order and morality or harmful to society / environment.
- Mere discoveries
- substances produced by merely mixing of components, resulting in aggregation of the properties of the components and a process for producing such substances
- Rearrangement or duplication of known devices
- Method of Agriculture and Horticulture, Medical treatments, Plants and animals in whole, except microbes

- Mathematical or business methods
- Literary, aesthetic, artistic works, Methods of playing games
- Presentation of information, Topography of Circuits
- Invention which is, in fact, traditional knowledge
- Inventions pertaining to atomic energy

Can I patent an Idea?

Yes, by filing a provisional patent application. The format is same as for the complete patent application, only detailed description and claims are omitted and your idea and the preliminary work was done is described. Fee for filing a provisional application and complete application is same. However, complete application is filed after filing provisional, no official fee is charged by the government. However, attorneys usually charge some fee (usually from ₹10,000 to 20,0000/-) for filing a complete application after provisional.

Why to file a provisional application first?

Filing a provisional application protects your work while giving you time to generate sufficient scientific data. A complete application must be filed within one year.