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Intellectual Property Policy



Indian Institute of Technology
Kharagpur

Members of the IPR Committee for preparation of IPR Policy Document

(As per Office Order No. MS/HOD-117/2002 dated 22-7-2002)

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FOREWORD


Indian Institute of Technology, Kharagpur has distinguished itself by the excellence of teaching and research programmes. It is the largest and most diversified amongst all the IITs and strives to produce scientists and technologists of the highest caliber to help the nation become self-reliant in the field of technical education and research.

To unleash the creative potential of our scientists and innovators, it is imperative to strengthen R&D linkages, have excellence in formal and informal knowledge base and to create a network as well as to promote social awareness and possible commercial and non-commercial application of innovations. The IPR Policy is an important tool in this context.

This policy has been formulated after wide-ranging consultations with all the stakeholders with the objective of promoting technological innovation and dissemination of technology to the natural advantage of producers and users of technological knowledge and in a manner conducive to social and economic welfare and to have a balance of rights and obligations.

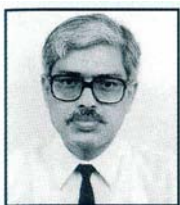
June 03, 2003

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03.06.03

Prof. Shishir Kumar Dube

Director



ABOUT THE IPR BOOK

R&D activities of IIT Kharagpur have grown several folds over the last few years. IIT Kharagpur, like any other advanced international institutes and universities, is developing new knowledge. The need for converting this new knowledge into intellectual property is being realized more than ever before by IIT faculty, student and staff. It is now understood that intellectual property rights protect invention from use by others, appropriate profits from the invention, and control how the invention is exploited. In an era of globalization of trade and R&D activities, the protection or licensing of patent portfolios has assumed very strategic importance. India is a member of the following convention and treaties and is, therefore, bound by its laws and regulations: (1) Paris convention for the protection of industrial property; (2) Patent cooperation treaty; (3) WTO and TRIPS

The emphasis of IIT education has also been broadened. In addition to the conventional teaching and research programmes, an attempt is continuously made to bring stronger rapport with the industry and society and to undertake goal oriented projects, which can benefit human society. IPR issues are very important here. In our Institute, we have been organizing IPR Workshop on a continuous basis to create awareness among the faculty members, staff and students. The discernable result is that we have filed a large number of patents and copyrights in the past three years. It is with this background that we held several brainstorming sessions on what the policy of the Institute should be on IPR issues. This IPR policy document has resulted from these discussions. I would like to thank all the members of the Committee and the entire Institute for cooperating with us for publication of this booklet.

However, there are still a few who are yet to be convinced about IPR issues. For them, the following story may be interesting. Einstein worked in the patent office for some time. His work consisted of making an investigation of every invention and required an ability to pick out basic ideas from these descriptions. In 1905, Einstein published papers on production and transformation of light and on the electron dynamics of working bodies. These cause a stir in the academic world. Later, he got the offer of Professorship. In the globalized scenario, IPR issues in a technology institute, are important, whether we like these or not. Hopefully, this booklet will guide the faculty, staff and students to the new world of trade and R&D, and give benefit to one and all.

June 03, 2003

A handwritten signature in black ink, appearing to read "Anil K. Bhowmick".

Prof. Anil K. Bhowmick,
Dean (SRIC).

1. INTRODUCTION

This Intellectual Property Policy Document (hereinafter referred to as the “Policy”) is meant to provide guidance for academic and non-academic staff, students (undergraduate and postgraduate) and outside sponsors on the practices and rules of the Indian Institute of Technology, Kharagpur-721302, India (hereinafter referred to as “the Institute”) regarding intellectual property rights and obligations thereunder which includes the nature of intellectual property, its ownership, exploitation, technology transfer and confidentiality requirements.

This policy discusses intellectual property issues in order to safeguard the principles of academic freedom, allocate a fair share of the benefits to all those involved in the creation of intellectual property, and encourage the drive to conduct research, transfer technology and benefit materially from the generation of intellectual property.

The policy laid down in this document is expected to further the commitment of the Institute to providing an environment where scholarship and innovation, including ideas, discoveries, creative and artistic works, tangible results of research and developmental work, can flourish, leading to development of intellectual property. It will also enable the Institute to make beneficial use of such developed intellectual property for the greatest possible benefit to the public, the Institute, and the creators involved.

2. OBJECTIVES

The objectives of the Intellectual Property Policy are:

- 2(a) to promote academic freedom and safeguard the intellectual property interests of all those who are involved in the creation of intellectual property at the Institute,
- 2(b) to further develop the environment, and enhance the incentives, for research, development, the discovery of new knowledge, and innovation, compatible with the educational mission of the Institute.

- 2(c) to set and make available a policy for conducting the dissemination of the Institute's intellectual property for commercial use, so that such use imparts the benefits of the intellectual property to the public while safeguarding the interests of the creators or licensees of such property, and in the process generates revenue for the Institute and the creators.
- 2(d) To set up and maintain an office to provide services to the employees and students for effective commercial utilization of intellectual property generated at the Institute in the interests of all concerned, and to oversee the fair distribution of the returns accruing there from in accordance with this policy and its amendments.
- 2(e) To provide legal support as the Institute deems necessary to defend and protect the interests of the Institute and creators of intellectual property against unauthorized use of such property.

3. DEFINITIONS

- 3a) Academic Freedom: The freedom of the academic staff of the Institute to conduct their own academic activities including teaching, research and development, choose their own research field, pursue self-directed research, and collaborate and communicate with others regarding their scholarly efforts in keeping with the Institute's academic mission.
- 3b) **Intellectual Property:** The term "intellectual property" used herein broadly means any property generated out of the intellectual effort of the creator, either having proprietary value or protected by statute. In the case of copyrightable works, it must be fixed in a tangible form, and the creator or rights-holder is empowered by law to prevent others from copying this form.

Intellectual property includes:

- 3b(i) patents on new and useful scientific or technical advancement by way of inventions, discoveries, processes, computer hardware and software, unique materials, machines, devices, instruments, apparatus, circuits, plant varieties, semiconductors, etc.

3b(ii) copyright in industrial and architectural designs, models, engineering drawings, integrated circuit layout designs; computer software, animations and visualizations, information technology products and processes including hardware and software features, original innovative or creative or artistic works and their derivatives or adaptations, whether dramatic, musical, literary works, works of graphic or plastic art and cinematographic and animated films, teaching material for classroom and online courses such as courseware for distance education, original data and records of research, and undisclosed and/or unpublished information, etc.

3b(iii) trademarks, service marks, logos, etc.

3c) **Work for hire:** work for hire is defined for the purposes of this policy as any work commissioned by the Institute, from a creator as defined by this policy for a consideration or otherwise, or from an external agency. In all such cases the ownership of the resulting intellectual property shall be assigned to the Institute in a written contract between the concerned parties.

3d) **Fair use:** this is the amount of copying allowed by law so that copyright shall not be a stranglehold on the progress of human knowledge. Limited portions of a work can be copied without the rights holder(s)' permission for non-commercial and academic uses, although the exact permissible percentage may have to be determined by the courts. In general, use of a small part of a work which does not hurt the present or potential market for that work is allowed under fair use, but there are many grey areas where the law has to be decided on a case-by-case basis. Fair use in the classroom during regular teaching is understood more liberally than that permissible in teaching for distance education multimedia packages. This is because distance education packages are commercial products and hence permission has to be sought for the use of any intellectual property held by others which may be quoted or reproduced in the package. The possibility of fair use exists only in the case of copyright and does not apply to patents.

3e) **Intellectual Property Officer:** The Intellectual Property Officer will be responsible for protection, commercialization and development of

intellectual property owned by the Institute and also ensuring the use of licensed software and the fair and just treatment of others' intellectual property by the Institute and its members.

3f) **Commercializable intellectual property:** Commercializable intellectual property is that intellectual property which can be transferred to a commercial organization through patent licensing or confidentiality agreements for the purpose of exploitation on the market. Such property is to be safeguarded either under patent laws or by secrecy as is relevant and practicable.

3g) **Creator:** "Creator" refers to an individual or a group of individuals at the Institute, who make, conceive, reduce to practice, author, or otherwise make a substantial intellectual contribution to the creation of any intellectual property. "Creator" includes an "inventor" in the case of inventions under Patent Law, an "author" in the case of works falling under the Industrial Designs Law and/or Copyright Law. In the case of intellectual property owned by the Institute as work-for-hire, the creator shall retain only the moral right to be identified as such, vide clause 3c. The special categories to be understood under the term 'creator' are as follows:

3g(i) **Permanent and temporary academic staff on Institute payroll :**

Academic staff may create intellectual property:

- as part of their normal Institute duties,
- through their own creative activity in the context of academic freedom,
- as work-for-hire.

These provisions will also apply to professors who hold Chairs and emeritus professors. The ownership of the intellectual property they generate will be governed by clause 5.

3g(ii) **Adjunct professors, short-term visiting academic staff and researchers other than those covered by 3g(i) :**

Adjunct professors are not eligible for usual Institute resources and therefore all resources used by them are Institute-supported resources. They shall therefore provide an undertaking at the time of joining the Institute whereby all intellectual property generated by them using any

Institute resources will be assigned wholly to the Institute and/or co-workers among Institute staff and students, unencumbered by any other co-share.

3g(iii) **All staff other than academic staff on Institute payroll :**

Such staff may participate in the generation of intellectual property:

- in the course of their normal duties
- as work for hire.

For such staff employed in projects, the handling of intellectual property rights so generated will be guided by the terms of the contract with the sponsor of the project, vide clause 6(l).

3g(iv) **Students :**

The term 'student' applies to all those registered for courses leading to a degree at the Institute and scholars enrolled in doctoral programmes. Rights in intellectual property produced by a student, whether in fulfillment of the requirements for an academic degree or not, shall belong to the student concerned, except where the conditions of clause 6(m) are fulfilled.

3g(v) **Institute research associates :**

For the purposes of this policy Institute research associates will be treated at par with academic staff.

3g(vi) **Externally funded project staff:**

This category includes research officers, project officers, research assistants, scientific officers, and staff appointed for externally funded project work.

The handling of the rights in the intellectual property generated during the course of the project will be governed by the terms of the contract between the sponsor of the project and the Institute vide clause 6(l).

3g(vii) **Institute project staff :**

Intellectual property generated through Institute projects will be governed by the terms of the agreement between the Institute and the project staff.

- 3h) **Usual Institute Resources:** Usual Institute resources mean facilities such as office space, standard laboratory facilities, library, normal access to software, computers and networks, standard secretarial services, salary and perquisites.
- 3i) **Institute-Supported Resources:** Institute-supported resources mean special facilities and equipment, specific funding, intellectual property already owned by the Institute, requisitioning the time and labour of students and staff through Institute administrative channels, or at the Institute's instance and expense, and remission by the Institute of any or all of the normal duties of staff or students to provide time or resources for the purpose of generating intellectual property. It is the responsibility of the Departmental Administrative Committee to evaluate instances of resource use for the generation of intellectual property and determine if significant use of Institute-supported resources has occurred. The creators have an obligation to notify their Departmental Administrative Committee when they believe that their work involves more than usual use of Institute resources.

In particular the following Institute resources will constitute Institute-supported resources as contemplated by this policy.

Financial Resources

- 3i(i) Financial support provided by the Institute over and above the regular salary/perks as per employment/enrollment/sponsorship contract or over and above the scholarship provided to students/research scholars.

Exception: honour fellowships, awards, prizes, grants, assistantships and scholarships, and facilities built up with such funds, will not constitute Institute-supported resources. Use of infrastructure developed by creators using their own funds, like their own earnings through consultancy, royalty proceeds, etc will not constitute use of Institute-supported resources.

- 3i(ii) Funds provided by the Institute to secure, maintain and enforce rights in intellectual property;
- 3i(iii) Funds specifically provided by the Institute to the creators to scale up or reduce to practice a particular patentable intellectual property.
- 3i(iv) Funds provided to commercialize and/or exploit intellectual property;
- 3i(v) Sponsored research grants or contracts as per the terms of the contract;

3i(vi) Substantial funding by the Institute for the printing of books to be decided by the IPR Committee on a case-by-case basis.

3i(vii) Exemption from fees normally charged by the Institute for any specialized facility or equipment.

Intellectual Property Resources:

3i(viii) Pre-existing intellectual property owned by the Institute;

3i(ix) Explicit use of the name, insignia, logo, or trademark of the Institute in the creation and vending of intellectual property. However, statement of affiliation by academic staff constitutes legitimate self-representation and shall be regarded as use of usual Institute resources.

3j) **Institute confidential information:** Institute confidential information means trade secrets, technical know-how, confidential data and related information about intellectual property owned by the Institute.

3k) **Trademarks and service marks:** Trademarks and service marks mean distinctive words or graphic symbols or logos or a combination thereof, identifying the Institute as associated with, or as a source of, a product; or as a producer and/or distributor of goods or services. The use regulated by this policy refers to the identification, statement, or display of the Institute name, insignia, logo in any way that can reasonably be interpreted as implying endorsement, approval or sponsorship by the Institute or its officials.

3l) **Sponsored research:** For the purposes of this policy, 'sponsored research' shall be taken to mean a specific research project funded by an outside agency, whether non-profit or for profit, governmental or private, national or international. The term 'sponsored research' will not apply to funds awarded by an external agency to a student, scholar, fellow or trainee for the support of education or research.

3m) **Individual scholarships, fellowships and grants:** No individual scholarship, fellowship or training grant tenable at the Institute will contain any provision giving the awarding agency any right to intellectual property created by the recipient. Intellectual property generated by recipients of such funding will be governed by clause 6m.

4. APPLICATION

This policy as amended from time to time shall be deemed a part of the conditions of employment for every employee of the Institute and a part of the conditions of enrollment and attendance at the Institute for students, and shall be made available to staff prior to appointment, students on enrollment, and to all existing staff and students. It is also the policy of the Institute that all potential creators who participate in a sponsored research project and/or make use of Institute-supported resources shall be informed of this policy and shall accept the principles of ownership of intellectual property as stated in this policy unless an exception is approved in writing by the Institute. All creators of intellectual property shall execute appropriate documents required to set forth effectively ownership and rights as specified in this policy. [See annexure.]

5. OWNERSHIP OF INTELLECTUAL PROPERTY

5a) Copyrights:

The Institute will not own the rights in copyrightable works such as books, articles, monographs, lectures, speeches and other communications produced by staff in the course of research and teaching produced using usual Institute resources. In all other cases the Institute may accept assignment of the copyright in whole or in part depending on the degree of Institute-supported resources used in producing the copyrightable work.

The copyright in theses, dissertations, term papers, laboratory records and other documents produced by students in the course of study will belong to the student. The student will provide to his or her department a copy of the laboratory records, including software, of an investigation for a thesis or dissertation for use in teaching and research by the Institute. [Vide Annexure–III]

Where copyright has not been assigned to the Institute, the Institute will be entitled to a non-exclusive, non-transferable license to use the work within the Institute for non-commercial educational and research purposes, or to possess a limited number of copies for such purposes, whichever is relevant.

Any copyrightable work generated as a work for hire will belong to the Institute as per the terms of the original contract.

5a(i) **Assignment of copyrights to the Institute:**

Copyrightable works which fulfill the conditions below will be assigned to the Institute:

- computer programmes, circuit diagrams and layouts, designs etc. if in the Institute's opinion they are commercializable by the Institute and its assigns, vide clause 6b,
- Copyrightable works created with the use of Institute-supported resources.

5b) **Patents and inventions:**

This section refers to intellectual property that is patentable or protectable by confidentiality agreements.

5b(i) The Institute will not require to be assigned to it intellectual property created by creators where there is use of usual Institute resources only, vide clauses 3(h) and the Exception to clause 3i(i).

5b(ii) The Institute will require to be assigned to it such intellectual property as is created by creators

- through the use of Institute-supported resources and which is in the opinion of the Institute commercializable by the Institute and its assigns vide clause 6b(i)(b),
- intellectual property created through sponsored research where the sponsor does not claim intellectual property rights vide clause 6l.

In the case of all such property the creator will retain the moral right to be named as such vide clause 6b(ii).

Royalty accruing or any type of payment received from the commercialization of Institute-owned intellectual property will be shared between the Institute and the creator vide clause 10.

6. INTELLECTUAL PROPERTY ADMINISTRATION

6(a) **Disclosure:**

When the creators believe that they have generated patentable or commercializable intellectual property using Institute-supported resources, they shall report it promptly in writing along with relevant documents, data

and information, to the Institute through the appropriate authority using the Disclosure Form provided by the Institute. The information shall constitute a full and complete disclosure of the nature, particulars and other details of the intellectual property, identification of all persons who constitute 'the creator' of the property, and a statement of whether the creator believes he or she owns the rights to the intellectual property disclosed, or not, with reasons. Where there are different creators of components that make up a system, the individual creators and their contributions must be identified and treated separately.

Having made the disclosure, the creator shall maintain confidentiality i.e. refrain from disclosing the details, unless authorized in writing by the Institute, until the Institute has assessed the possibility of commercialization of the intellectual property vide clause 6b(i)(b).

6(b) Evaluation and Exploitation Decisions:

6b(i) **Evaluation of disclosed intellectual property.** The Institute's Intellectual Property Officer will evaluate the disclosure made by the creator on the prescribed Disclosure Form, determine whether there is a good prima facie case for believing that the intellectual property is commercializable, and examine any other relevant information and applicable contractual commitments.

Within the deadline of 90 days from the date of disclosure, the Institute must determine which of the following conditions apply:

6b(i)(a) **The Institute is unwilling to commercialize the intellectual property.**

In this case the Institute will merely record the fact of the creation of the intellectual property without prejudice to the rights of the creator, and hold all information communicated in this regard by the creator secret and confidential. The Institute will have no liability to keep the information secret and confidential if the intellectual property subsequently either comes into public domain or is commercialized otherwise. The Institute will be entitled to a non-exclusive, non-transferable license to use the work within the Institute for non-commercial educational and research purposes.

6b(i)(b) [The Institute wishes to own and commercialize the intellectual property.](#)

In this case, the Institute will take steps to commercialize the property through patenting or confidentiality. Where a patent is applied for, the creator shall agree to maintain all relevant details of the intellectual property secret and confidential until the patent application is filed. In the case of protection through confidentiality the same information will be kept secret and confidential as long as the intellectual property has commercial value. The creator shall furnish such additional information and execute such documents from time to time as may be reasonably requested for effective protection and maintenance of proprietary rights of the Institute in the intellectual property.

6(b)(i)(c) [Ownership of the intellectual property is in doubt.](#) In all such cases the issue of ownership shall be referred to the Institute Intellectual Property Committee for arbitration. The Committee must communicate its decision on the matter to the creators within one month of referral of the issue to the Committee. The decision will be final and binding.

6(b)(ii) [Acknowledgement](#)

The creators of Institute-owned intellectual property shall retain their moral right to be identified as such unless they specifically waive this right in writing.

6(b)(iii) [Commercialization](#)

All expenses for obtaining and maintaining statutory rights in Institute-owned intellectual property will be borne by the Institute. The Institute will take steps to commercialize all Institute-owned property according to the time schedule outlined below:

- [Date zero:](#) the creator discloses the nature and particulars of the intellectual property they have created to the Institute in the prescribed Disclosure Form.
- [Zero plus ninety days \(three months\) or earlier:](#) If the property is found to be assignable to the Institute and the Institute wishes to own the property as per clause 6b(i)(b), the Institute files the patent, or proceeds directly for commercialization through confidentiality agreements with third parties, whichever is practicable.

The creator should provide all necessary data and documents for filing the patent within 15 days of notice of the Institute's decision to patent.

Should the Institute fail to inform the creator of its decision within the said deadline, the rights in the intellectual property will be held by the creator without encumbrance.

- **Zero plus two years:** the Institute reviews the situation. If the intellectual property has been commercialized, the subsequent cost of maintaining statutory protection will be met through receipts from the licensee. If the property has not been commercialized, all rights and responsibilities in it will revert to the creator unless in the Institute's opinion it stands a good chance of being commercialized within the next year, in which case the Institute opts to pay for another year of protection and retains the rights for that year.
- **Zero plus three years:** After the end of the third year, if the intellectual property is still not commercialized, all rights and responsibilities in the property will revert to the creator, subject to any contractual agreements with a sponsor if any, and the Institute will no more be liable to pay for statutory protection of the property. At any time during the above process, the Institute will have the right to revert the rights in the intellectual property to the creator at a mutually agreeable date with notice of three months of its intention to do so. If the property is commercialized subsequently, the creator may be required to pay a royalty to the Institute as per rules to be framed (80 to creator and 20 to institute of net profit.)

6c) **Informing creators of decisions:** The creators of Intellectual Property will be informed of progress regarding filing of the patent, commercialization and/or disposition of the intellectual property by the Institute. The Institute and the creators shall maintain complete transparency in sharing information at all stages of the process. The creators shall keep the Institute informed of updates or development of the intellectual property which lead to tangible effects on the property.

- 6d) **Licensing of rights in Institute-owned intellectual property for commercialization through third parties.** The Institute will license at its discretion Institute-owned intellectual property for commercialization through third parties who may or may not be the creator through the grant of exclusive/non-exclusive licenses, or assign its ownership rights to third parties/creator safeguarding the interests, financial or otherwise, of the Institute. All such licensing agreements or assignments, in particular where the third party is also the creator, must be carefully examined by the Institute to determine that no conflict of interest will occur as a result of their ratification. The third party when interested in any such transfer of rights must demonstrate technical and business capability to commercialize the intellectual property. The costs of transfer of interest/right/ownership in the Institute-owned property by way of license, assignment or otherwise devolution of rights for such purposes will be borne exclusively by the licensee, assignee, person acquiring such rights. The Institute may under special circumstances retain a non-exclusive royalty-free license to use the property for teaching and research. The assignment or license may be subject to additional terms and conditions, such as revenue sharing with the Institute or reimbursement of the cost of statutory protection, when justified by the circumstances of development of the intellectual property licensed. If the Institute finds that the third party has not taken steps to commercialize the property within one year of acceptance of the license, the Institute will be free to revoke the license.
- 6e) **Institute's acceptance of independently owned intellectual property.** The Institute may accept assignment of intellectual property owned by other parties provided that such assignment is found to be consistent with the public interest and the Institute's academic mission. Intellectual property so accepted shall be administered in the same manner as other Institute-owned intellectual property.
- 6f) **Institute's rights to update and maintain course materials.** In all cases the creator of the original work is protected by the author's special rights under section 57 of the Indian Copyright Act 1957.
- 6f(i) **Where Institute owns the rights.** The Institute will be at liberty to update, revise, and/or translate (hereinafter 'revise') course material in which it

owns the rights through assignment of copyright, provided that such revision does not damage the reputation or honour of the original creator. All such revision will be treated as work for hire. The creator will retain the right to be identified as the creator of the original work, and the Institute must clearly state on the derived work and related documents that the derived work is adapted from the original work. The question of whether the creator of the original work is to be paid a royalty, and if so how much, on receipts from the commercialization of the derived work, shall be determined on a case-by-case basis by the Institute Intellectual Property Committee, on the criterion of how extensively the alteration has been carried out. The following guidelines may be followed by the Institute in this matter:

- 6f(i)(a) If the cost and the extent of the revision/update are minor, the financial arrangements made with the creator of the original work will remain unchanged.
- 6f(i)(b) If the revision etc is significant in terms of cost and extent but not such as to drastically alter the original work, the Institute may charge the cost of revision against the royalty receipts or other fees due to the creator of the original work.
- 6f(i)(c) If the revision is such that the new version is almost a new work, then the creator of the original work may be offered a financial compensation package significantly lower than that specified in the original agreement.
- 6f(ii) **Where creator owns the rights.** Regarding course materials in which the Institute has licensed rights from the creator, the Institute shall give first refusal to the creator of the original work in producing derived works including updates, translations and revisions, regardless of whether the creator continues to be employed by the Institute or not. In order to enable the Institute to contact creators for this purpose, creators are requested to keep the Intellectual Property Officer informed of their current address at all times. It will be the responsibility of the creator to inform the Intellectual Property Officer of their consent or otherwise to undertake the revision proposed by the Institute within one month from the date of request by the Institute. The following cases will then apply:
- **The creator of the original work is unable or unwilling to do the work required within the necessary time frame.** (This time frame could be 3

months in the case of minor revision and/or updating, 6 months for revision/updating requiring moderate effort, and 12 months in the case of extensive changes. The Institute will have the right to extend these deadlines as it sees fit.) In this case the Institute must inform the creator of the original work of its intention to contract with any other party to revise, update, or translate the work to the extent necessary to maintain the usefulness and quality of the course material as an instructional offering from the Institute. In such cases the Institute shall state the name of the reviser on the derivative work and in all documentation relating to it, and it shall be clearly stated that the work is adapted from the original work.

- [The original creator is willing to do the work required within the stipulated time frame.](#) Since it is the duty of a copyright holder to revise and update the work from time to time, additional remuneration for such work may at best be nominal, if paid at all.

The comprehensive guidelines for development of Educational Course Material in electronic form are given in Annexure–VIII

6g) [Statement by creators.](#) The creators of intellectual property under the terms of this policy shall be required to determine and to state that to the best of their knowledge the intellectual property does not infringe any existing copyright or other intellectual property or other legal rights of third parties. If any part of the work is not the original work or creation of the creators, the creators must show that the necessary permission for use has been obtained from the owner, or state their reasons for believing that such permission is not necessary as the use constitutes fair use, vide clause 3d. They will further certify that the work contains no libelous material nor material that invades the privacy of others. In case a third party alleges infringement of their rights by a creator and the Institute Intellectual Property Committee finds prima facie that the creator may have made false claims, the Institute will take immediate steps to dissociate itself from the said intellectual property. All agreements with creators should indemnify the Institute against all damages arising out of such litigation.

6h) [Consulting agreements.](#) Since consultancy comes to academic staff through Institute channels and is administered centrally, any intellectual

property arising from consultancy should be assigned to the Institute in the interests of transparency and fair negotiation with consulting firms. The Institute will offer a first refusal option on the licensing of such intellectual property rights to the consulting firm, as with sponsored research as laid out in clause 6(m). However, in recognition of the fact that a percentage of the consultant's fee is paid to the Institute, the royalty arising from commercialization of intellectual property generated through consultancy will be in a ratio of 60% to consultant and 40% to the Institute. Creators engaged in consulting work or business have a responsibility to ensure that agreements governing such work or business are not in conflict with Institute policy or with the Institute's prior contractual commitments. Such creators should make their Institute obligations known to outside parties before they make such agreements and should provide such parties with copies of all applicable Institute policies.

- 6i) **Institute Intellectual Property Committee.** The Institute Intellectual Property Committee shall be constituted by the Chairman of the Senate from among the academic staff of the Institute. The Committee will have three members nominated by the Chairman of the Senate, in addition to the Institute Intellectual Property Officer as member and the Dean (SRIC) as Chairman. The nominees will serve a three-year term, and at least two nominees must have had extensive experience of generating and/or commercializing intellectual property. The Committee will administer intellectual property policy and such other relevant matters as shall be determined from time to time. The Dean (SRIC) will be responsible for overseeing the implementation of all such recommendations and decisions.

In particular the Committee will arbitrate in cases where

- the issue is in doubt whether the use of a particular resource constitutes Institute-supported resources, such as in clause 3i(vi).
- the Institute's claim to right of assignment of intellectual property is in dispute at the time of disclosure of creation or subsequently.
- royalty shares require to be set in the context of distance education courseware.
- creators are found to have made false claims

- there is a dispute involving sponsored research
- there is a disputes arise regarding the continued extension of statutory protection to technologies assigned to the Institute and yet to be commercialized
- there is a legal dispute with a third party including a licensee
- there is a complaint or question regarding the matters addressed in this policy, its implementation or interpretation.

- 6j) **Responsibilities of departments.** Each department will administer Institute policy as defined herein through its Departmental Administrative Committee. In particular each creator must maintain in his or her department records detailing his or her activities in generating intellectual property. Such records must be made available on demand to the Institute Intellectual Property Committee.
- 6k) **Authority of Contracts.** All Commitments, Agreements, Memoranda of Understanding etc. relating to commercialization or exploitation of Institute-owned intellectual property will be granted in the name of the Institute by the Dean (SRIC) on behalf of the Institute.
- 6l) **First-refusal option for sponsors.** Unless the Institute decides otherwise on the merits of the case, agreements governing sponsored research shall provide that all intellectual property developed as a result of the sponsored research project shall belong to the Institute. When the creator discloses the generation of such intellectual property to the Institute, the sponsor will receive first refusal on an option to license the resulting intellectual property on terms to be negotiated on a case-by-case basis. The sponsor has to either accept or refuse its first-refusal option within 90 days of the date of offer of the option by the Institute to the sponsor. If the Institute finds that the sponsor has not taken steps to commercialize the property within one year of acceptance of the option, the Institute will be free to revoke the license. Confidentiality agreements will continue to apply in that event. The Institute may at its own discretion contract with sponsors to allow them specific rights, whether exclusive or non-exclusive, in the intellectual property whose creation they sponsor, if in the Institute's opinion the granting of such rights will facilitate the commercialization of the intellectual property.

In all cases the terms of licenses or assignment shall be determined through negotiation between the sponsor and the Institute once the sponsor agrees to exercise his or her licensing option. Considerations that must be taken into account are:

- the nature and application of the intellectual property
- the relative contributions of the Institute and the sponsor to resources involved in its creation
- the Institute's opinion on the best way to commercialize the intellectual property.

If the sponsor refuses to exercise his or her first-refusal licensing option, the Institute will proceed to commercialize the intellectual property as it deems fit.

6m) [Special handling of theses, term papers and research by students](#). It is a requirement in academia that a student must own the copyright of the thesis (since it is his or her original work) which he or she submits as partial fulfillment of the requirements for an academic degree. However, the student will grant a non-exclusive, non-transferable royalty-free license to the Institute to use, in the course of non-commercial academic activity, the records and data generated in the course of the student's research.

Furthermore, it is possible that the research that the student carries out as part of the program of study may result in the generation of intellectual property other than the text of the thesis. Supervisors should advise students during the course of their work that certain kinds of research may lead to the generation of intellectual property which will require protection of its commercial value through confidentiality, for which the student will have to forgo publication during the period of sealing of a patent. Care should be taken at all stages to see that no conflict of interest arises between the student's academic activities and his or her generation of intellectual property.

This additional intellectual property will be assigned to the Institute if:

- [such property has been generated using Institute-supported resources and is commercializable within the scope of this document](#).

The Institute will then have the rights in this intellectual property

assigned to it as per clause 6b(i)(b) while the copyright of the thesis in which this intellectual property is described or outlined will remain with the student vide clause 5(a). The student will undertake to maintain confidentiality while the Institute will restrict access to the thesis for a limited period as per clauses 6(a) and 6(b) and clause 8,

- the student is employed to assist in execution of a sponsored project or programme. The intellectual property rights in their contribution to that project will be governed by the terms of the contract between the student, the Institute and the sponsoring body of the project, vide clause 6(m),
- the intellectual property has been generated as a work-for-hire.

In all such cases the student will retain the moral right to be identified as the creator of the intellectual property as per clause 6b(ii).

In the case of any intellectual property generated in the course of a student's program of study, it is the duty of the students and their supervisors to make sure that the publication/submission of such work does not violate any confidentiality agreement.

Where the thesis of a student contains details of commercializable intellectual property, the Institute and the student must agree to keep the thesis, in part or whole, and all relevant documents, confidential until the process of securing statutory protection for the intellectual property is complete. It should be noted that the submission of the thesis for examination does not violate confidentiality because the thesis remains confidential until the examination process is over. A sample agreement governing the handling of theses is attached as annexure-I.

It is to be noted that while retention of the hard copy by the Institute library is essential for the meeting of requirements for a degree, and the student must agree to allow the abstract of the thesis to be made available electronically, the student will have the option to refuse the releasing of the full electronic text of his/her thesis on any network. On the Institute's part, the library has a duty to ensure that the use of the texts of theses held by it is consonant with laws governing copyright and fair use, as well as sound academic practice.

7. RECORD KEEPING PROCEDURES

It will be the responsibility of the Heads of Departments/Centres/Schools or persons authorized by the Institute Intellectual Property Committee to ascertain for the purposes of this policy which facilities/resources used for the purpose of generation of intellectual property by a creator in a given Department should be construed as usual Institute resources and which should be construed as Institute-supported resources, and to maintain records of the course of development of intellectual property involving such resources.

All data and details generated by a creator in the course of creation of intellectual property should be systematically recorded in the concerned department as outlined below:

- 7(a) All laboratory records shall be entered in indelible ink in bound volumes marked "PRIVATE & CONFIDENTIAL" with all pages serially and permanently numbered, without mutilations or insertions.
- 7(b) All blank spaces between successive entries should be cancelled as if they were deletions and authenticated with the creator's initials and date.
- 7(c) Precise descriptions of all actions and experiments carried out should be provided. Ideas or suggestions should be headlined as such, so as to clearly differentiate them from work actually performed.
- 7(d) No abbreviations or terms, except where their use is standard practice in that particular discipline, should be used, unless clearly explained in a table at the front or back of the book.
- 7(e) Crucial data or descriptions of experiments which relate to valuable inventions or discoveries should be signed and dated by the creator, supervisor, or coordinator of the project.
- 7(f) Modifications, if any, should be made by drawing a line through the deleted matter and writing 'cancelled' beside it. The corrected data (clearly marked as such) should be entered immediately below, authenticated by the creator with initials and date.

- 7(g) Samples of new products or of products produced by a new method should be preserved if possible and photographed for the record. All photographs should be dated and signed by the creator on the reverse.

8. CONFIDENTIALITY REQUIREMENTS

The creators involved in the development of Institute-owned intellectual property should maintain strict confidentiality in dealing with all relevant information relating to the intellectual property concerned.

The following guidelines should be followed when dealing with confidential information in the context of third parties such as commercial organizations:

- 8(a) The amount of information given to prospective licensees before the signing of any confidentiality or secrecy agreement should in no case exceed or fall outside that which is set out in the Technology Profile Form for any particular intellectual property.
- 8(b) When a third party is interested in commercializing an item of intellectual property on offer after inspecting the relevant Technology Profile, they may apply on the prescribed form and with the deposition of the required fee for transfer of the technology. They will be required to demonstrate their capacity to commercialize the technology to the Institute's satisfaction. The Institute will then require the third party to sign contractual confidentiality or secrecy agreements undertaking to maintain the confidentiality of all information disclosed, before any further disclosure is made. The format of the Bilateral Secrecy Agreement in Annexure-IV should be followed.
- 8(c) Third parties must obtain express authorization in writing from the Institute to commercialize/exploit the intellectual property. Confidentiality agreements will continue in force even if the commercialization process is aborted at any stage. However, it is recommended that no disclosure should be made if there is any doubt as to the outcome of the commercialization process.
- 8(d) If running royalties are to accrue to the Institute and the creator, the licensees must be bound by their contract to take adequate measures to protect that matter from becoming known to others through the licensee's

practice, and thereby made available to others whose activities may adversely affect royalty returns.

8(e) Access to areas where Institute-owned intellectual property including confidential information is made available, seen or used, and to confidential documents, records, etc. is to be limited only to those who are creators or are bound by confidentiality agreements.

8(f) Creators and/or Institute personnel must take care not to disclose confidential details of Institute-owned intellectual property in their publications, speeches, or other communications.

9. LEGITIMATE USE OF THE INSTITUTE'S PRODUCTS AND SERVICES WHICH HAVE TRADEMARK VALUE

The authorities responsible on behalf of the institute and creators have the responsibility to ensure:

- that any association with the Institute implied by third parties is accurate;
- that the activities with which the Institute is associated through third parties maintain standards consistent with the Institute's educational purpose.

10. DISTRIBUTION OF PROCEEDS

The guideline for sharing the benefits generated from Institute-owned intellectual property will be as follows:

Institute's share	योग: कर्मसु कौशलम्	50%
Creator's share	-	50%

In case there is a third party (i.e. funding agency), the Institute's and creator's respective shares will be calculated on the net receipts after deducting the third party's share. The creator may opt for his/her personal share to be retained by the Institute e.g. to support his/her research, in which case the facilities so generated will be treated as under the Exception to clause 3i(i).

The creator's share will continue to be paid irrespective of whether the individual continues in the employ of the Institute.

11. RIGHT TO REGULATE POLICY

The Institute Intellectual Property Committee shall have the responsibility for interpreting these policies, resolving disputes concerning the interpretation and application of these policies and recommending changes to the policy from time to time as experience suggests the desirability of such changes. All changes to this policy shall have to be ratified by the Senate.

12. LEGAL JURISDICTION

All disputes will be subject to legal jurisdiction of Calcutta High Court at Kolkata only.



creator in accordance with the provisions of the Policy. I am free to dispose of such property as I choose including placing it in the public domain provided that in so doing I violate no contractual or other obligations which may be binding upon me or the Institute.

7. I undertake to enter into no agreement regarding intellectual property rights, the provisions of which conflict with this agreement or with the Policy.
8. This document and its provisions shall be binding upon me and my heirs, assigns and estate from the date of my entering the employ of the Indian Institute of Technology, Kharagpur.

Name:

Designation:

Date:

Employee Code:

(Signature)



WORK FOR HIRE AGREEMENT

I, the undersigned, _____ hereby certify that _____ (the "Work"; attach additional sheet if necessary to accurately describe the work) was specially commissioned by and is to be considered a "work made for hire" by I.I.T Kharagpur, herein after referred to as Institute with address at Indian Institute of Technology, Kharagpur, West Midnapore, 721302, West Bengal, India, and that I.I.T. Kharagpur is entitled to all patent/copyright/trademark and all other Intellectual property rights thereto.

Without limiting the foregoing, for good and valuable consideration, receipt of which is hereby acknowledged and in accordance with the above entitlement of Institute to Intellectual Property generated by me, I hereby assign and/or transfer to Institute, its successors and assigns, absolutely and forever, all right, title, and interest, throughout the world in and to the Work and each element thereof, including but not limited to the copyright/patent/technology innovation contained therein.

I further agree that no copyright material assigned by me to the Institute under this agreement shall be reproduced by me beyond that which falls under fair use, and I shall retain only moral rights to this material. Furthermore, no patentable invention/technology innovation/ trademarks developed by myself, and others I shall be working with, be disclosed by me to any other party upon termination of this agreement. I understand that any prior disclosure by myself, directly or indirectly, either during the period of this work-for-hire agreement or after its termination, shall render me prosecutable as per laws that may be in force at the time.

Signed this ____ day of _____ (month), _____ (year)

Name:

Address:

Work-for-hire agreement tenable at Department/Centre/School:
In the project:

HATD

Handling and Archiving of Theses and Dissertations

submitted to the

Indian Institute of Technology, Kharagpur 721302

Declaration by the Author of the Thesis or Dissertation

I, Sri/Smt/KumRoll no
.....registered as a Research Scholar or a student of programs
such as B.Tech / B.Arch. / B.Sc. / M.Sc. / M.Tech. / MCP / MS / MMST / MBM or
equivalent/ Ph.D./ D.Sc. (tick whichever is applicable) in the Department/ Centre /
School of

Indian Institute of Technology, Kharagpur, India (hereinafter referred to as the
'Institute') do hereby submit my thesis, title:

(hereinafter referred to as 'my thesis') in a printed as well as in an electronic version
for holding in the library of record of the Institute.

I hereby declare that:

1. The electronic version of my thesis submitted herewith on CDROM is in
.....format. (mention whether PostScript or PDF).
2. My thesis is my original work of which the copyright vests in me and my thesis
does not infringe or violate the rights of anyone else.
3. The contents of the electronic version of my thesis submitted herewith are the
same as that submitted as final hard copy of my thesis after my viva voce and
adjudication of my thesis on(date).

4. I agree to abide by the terms and conditions of the Institute Policy on Intellectual Property (hereinafter Policy) currently in effect, as approved by the competent authority of the Institute.
5. I agree to allow the Institute to make available the abstract of my thesis in both hard copy (printed) and electronic form.
6. For the Institute's own, non-commercial, academic use I grant to the Institute the non-exclusive license to make limited copies of my thesis in whole or in part and to loan such copies at the Institute's discretion to academic persons and bodies approved of from time to time by the Institute for non-commercial academic use. All usage under this clause will be governed by the relevant fair use provisions in the Policy and by the Indian Copyright Act in force at the time of submission of the thesis.
7. Furthermore *(strike out whichever is not applicable)*
 - (a) I **agree / do not agree** to allow the Institute to place such copies of the electronic version of my thesis on the private Intranet maintained by the Institute for its own academic community.
 - (b) I **agree / do not agree** to allow the Institute to publish such copies of the electronic version of my thesis on a public access website of the Internet should it so desire.
8. That in keeping with the said Policy of the Institute I agree to assign to the Institute (or its Designee/s) according to the following categories all rights in inventions, discoveries or rights of patent and/or similar property rights derived from my thesis where my thesis has been completed (tick whichever relevant):
 - a. with use of Institute-supported resources as defined by the Policy and revisions thereof,
 - b. with support, in part or whole, from a sponsored project or program, vide clause 6(m) of the Policy.

I further recognize that:

- c. All rights in intellectual property described in my thesis where my work does not qualify under sub-clauses 8(a) and/or 8(b) remain with me.

ANNEXURE – III (contd.)

9. The Institute will evaluate my thesis under clause 6(b1) of the Policy. If intellectual property described in my thesis qualifies under clause 6(b1) (ii) as Institute-owned intellectual property, the Institute will proceed for commercialization of the property under clause 6(b4) of the Policy. I agree to maintain confidentiality as per clause 6(b4) of the Policy.
10. If the Institute does not wish to file a patent based on my thesis, and it is my opinion that my thesis describes patentable intellectual property to which I wish to restrict access, I agree to notify the Institute to that effect. In such a case no part of my thesis may be disclosed by the Institute to any person(s) without my written authorization for one year after the date of submission of the thesis or the period necessary for sealing the patent, whichever is earlier.

Name of Student :

Name of supervisor :

Signature of the Student :

- 1.
- 2.

Signature of the Head of the Department/Center/School

Mutual Secrecy Agreement

This agreement is between Indian Institute of Technology, Kharagpur, the provider organization, herein after referred to as IIT Kharagpur, the researcher(s) at IIT Kharagpur, the provider scientist(s), the party of the first part, and the organization: _____
the party of the second part.

1. Whereas the provider scientist(s) and/or IIT Kharagpur, the first part, are Owners of the invention called _____
_____ (description) and/or owners of certain technical data/process technology/other information, herein after referred to as proprietary information, developed through their own efforts
2. Whereas the organization _____ (Name) is the owner of certain technical data/information/technology, herein after referred to as proprietary information, developed if any, through its own business and R & D efforts
3. Whereas the invention and/or the proprietary information of the provider scientist(s), IIT Kharagpur and _____
(Organization) is not public knowledge, is proprietary and confidential and will be disclosed to one another under the terms of this agreement
4. Whereas the parties to this agreement consider it desirable for each other to have access to above invention/proprietary information for discussing and evaluating possible collaborative research and development work and/or licensing activities relating thereto.

Therefore the parties agree as follows:

I

All invention/proprietary information as used in this Agreement provided by one party to another is proprietary and confidential in connection with evaluation of invention

and/or proprietary information for collaborative R & D and/or licensing work and which:

(a) Are disclosed in writing clearly marked confidential

OR

(b) Arise out of discussions during visits to laboratory/plants or any other facilities of either party, and are reduced to writing within 30 days of such discussion. The date and time of the visit and the personnel present during the visit should be recorded in writing by both the parties

II

All parties agree to hold in confidence any or all invention/proprietary information disclosed and further agree not to disclose the same to third parties or use it for any other purpose other than discussion and internal evaluation provided for in this document. However, either party may disclose the invention/information/technical data/technology to its own employees assisting that party in making an evaluation, provided that all such employees shall have agreed to be bound by the secrecy terms of this agreement.

III

The recipient of tangible products or materials constituting invention/technology from the other part agrees not to analyze or have a third party analyze such tangible products or materials

IV

All invention/proprietary information is and remains the property of the disclosing party and must be returned, in a form suitable to be returned, within ninety (90) days after the disclosing party makes a written request for its return or at the conclusion of evaluation or termination of the Agreement.

V

The evaluation period during which information will be exchanged will be one (1) year from the date of signing this Agreement unless extended by mutual consent of the parties in writing.

VI

The foregoing obligations with respect to invention/proprietary received by any party who are signatories to this Agreement shall survive any termination of this agreement.

VII

Nothing in this agreement shall be interpreted as placing any obligation of confidentiality and non-use on receiving party with respect to any invention/proprietary information covered under this agreement that:

- a. Was on record in the files of the recipient prior to signing of this agreement
- b. Can be demonstrated to have been rightfully received from a third party after the signing of this agreement who did not acquire it, directly or indirectly, from the disclosing party under a continued obligation of confidentiality

ANNEXURE – IV (contd)

- c. Can be demonstrated to have been in the public domain on the date of signing of this agreement or comes into the public domain during the term of this Agreement

VIII

Nothing herein shall be construed to grant any intellectual property right or license or title to any patent, knowhow, trade secret, trademark or trade name or any right of licence to make use of the proprietary information other than as provided for hereinabove or any commitment to enter in to any such grant of intellectual property rights or licence in future.

This agreement is effective as of _____, and shall terminate on _____.

The two parties can extend the agreement through mutual consent, in writing, and the extension period shall be on a yearly/half-yearly basis. Either party may also terminate this Agreement at its discretion immediately upon written notice to the other party provided, however, that the confidentiality clauses IV and VI shall survive subject to clause VII.

This agreement is signed on _____ between:

IIT Kharagpur

Organization:

(Name of signatory)

(Name of signatory)

Designation

Designation

Address

Address

Indian Institute of Technology, Kharagpur
INVENTION AND TECHNOLOGY DISCLOSURE FORM

Title of the invention:

Brief description of the invention: *(How does this invention relate to new processes, systems, machines, compositions of matter, etc? Please cover the following points:)*

(a) State of prior art:

(i) Prevailing **state of the art?**

(ii) **Literature search** relating to this invention? *(Please include copies of any resulting documentation.)*

(iii) **Prior art/patent search** relating to this invention? *(Please include copies of any resulting documentation.)*

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

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

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

(e) **Advantages:** *(What are the advantages of the described invention over (a) above?)*

(f) **Testing:** *(Has the invention been tested experimentally? If so details of experimental data to be supplied)*

(PLEASE USE ADDITIONAL SHEETS TO ELABORATE AND TO ATTACH SKETCHES, DRAWINGS, PHOTOGRAPHS AND OTHER MATERIALS THAT HELP ILLUSTRATE THE DESCRIPTION.)

ANNEXURE - V**Inventors:**

Name:	Name
Position	Position
Department	Department
Phone	Phone
e-mail	e-mail
Name:	Name:
Position:	Position:
Department	Department:
Phone:	Phone:
e-mail	e-mail:

(Add further sheets if necessary)

Funding and Support:

Was the invention supported by research grants /contract funds from external sources? YES ___ NO ___

If YES please give details:

- (a) Sponsor/Contractor:
- (b) Grant/Contract No.:
- (c) Period of Grant/Contract:
- (d) Principal investigator and co-investigator(s) if any: *(even if they are not inventors within the purview of this document and will not share the credit and royalties):*
- (e) Has the sponsor been informed of the invention?: *(State whether required under grant/contract award conditions):*
- (f) Was the work done under any other agreement? Give details:

Was there significant use of IIT Kharagpur infrastructure, as defined in the Intellectual Property Policy of IIT Kharagpur? YES ___ NO ___

Information for protection of IPR: Conception and Disclosure

<i>(accurate data is required as prior disclosure may affect possibility of obtaining patent rights)</i>	Date	References/Comments
Date of conception of the invention. Has this date been documented? If so, where and how?		
Has this been presented at seminars/ discussions other than those which form the requirement for the degree program of the student		
Please provide the anticipated date of submission for publication or communication for presentation at seminar/conference etc. (should not be earlier than 1 month from this date)		
Has the invention been reduced to practice?		

I/we declare that all statements made herein are true to the best of mine/our knowledge.

I/we hereby agree to assign all right, title and interest to IIT Kharagpur and agree to execute all documents as requested, assigning to IIT Kharagpur our rights in any patent filed on this invention, and to cooperate in the protection of this invention and its subsequent commercialization. IIT Kharagpur will share any royalty income derived from the invention with the inventor(s) according to the IPR policy in force.

योग: क **OR** कौशलम्

Since the work was done without significant use of Institute resources the Intellectual Property Rights vest in myself/ourselves.

Inventor's signature

Date

Place

Inventor's signature

Date

Place

Inventor's signature

Date

Place

Inventor's signature

Date

Place

Notes:

The Invention and Technology Disclosure form must be submitted for each potentially patentable invention that has been conceived or reduced to practice with:

- (i) significant use of Institute Resources
- or (ii) sponsored research grants and contracts

This is a legally important document as it:

- (a) Provides the basis for a determination of patentability and for drafting a patent application
- or
- (b) Is vital to establish a claim in cases where the invention is at the conception stage and the inventors wish to enter into agreement with third parties to obtain support for reduction to practice and/or further development prior to patenting

Please prepare the document with due care.

A patentable invention must not be obvious to a person with average skills in that particular technology. In addition it must not have been described in a printed publication or be available in the public domain anywhere prior to filing.

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

Examples of patentable innovations have been given in the IPR policy document. If for some reason patenting cannot be resorted to for an innovation, it can be protected to a limited extent by restricting the publication of information about it (secrecy).

Please submit the completed disclosure form to:

**Professor-in-Charge (IPR and IR)
Sponsored Research and Industrial Consultancy
IIT Kharagpur**

Indian Institute of Technology, Kharagpur

Technology Profile of Invention for Commercialization

Title of the invention:

Innovator(s) who have contributed or conceived an essential element of the invention, either independently or jointly with others during evolution of the technology concept or reduction to practice:

Name:	Name
Position	Position
Department	Department
Phone	Phone
e-mail	e-mail
Name:	Name:
Position:	Position:
Department	Department:
Phone:	Phone:
e-mail	e-mail:

Brief description of the invention:

(How does this invention relate to new processes, machines, compositions of matter, etc? Please cover the following points):

- (a) Describe the invention so that the other faculty of the Institute who are knowledgeable in the field can evaluate the technical and commercial merits of the technology
- (b) What are the advantages of the present invention over the comparable inventions?
- (c) Has the invention been tested experimentally? Are experimental data available?
- (d) Has the invention been patented or protected under confidentiality agreement?

(please use additional sheets to elaborate and to attach sketches, drawings, photographs and other materials that help illustrate the description)

Commercial Potential:

What are the:

- (a) Possible uses/application areas and/or products you feel may embody aspects of your technology and
- (b) Possible end-users
- (c) Potential marketability including commercial suggestions viz.
 - (1) input required
 - (2) production capacity where applicable
 - (3) raw material requirement
 - (4) transfer form
 - (5) target companies and countries,
 - (6) economic data
 - (7) potential long-term commercial interest.

(please provide as much information as possible; attach extra sheets if required)

Prior disclosure and possible intent:

- (a) Has the invention been disclosed to industry representatives or third parties?
- (b) Has any commercial interest been shown in it and of what nature? Name companies and specific individuals and their titles.

Development stage:

Give your opinion on the current stage of development of the invention as it relates to its marketability (indicate appropriate response):

- _____ Embryonic (needs substantial work to bring to market)
- _____ Partially developed (could be brought to market with significant investment)
- _____ Off-the-shelf (could be brought to market with nominal investment)

Do you know of any other inventions that are congruent with this invention?

Signature of inventor with date

Signature of inventor with date

Signature of inventor with date

Signature of inventor with date

Letter of Agreement for the Transfer of Materials

The parties to this Agreement are: _____
[name(s)], the “provider scientist(s)” at IIT Kharagpur and the Indian Institute of Technology, Kharagpur, the provider organization, herein after referred to jointly as party of the first part

and

“recipient scientist(s)” _____ [name(s)] and
_____ (name of
the “recipient organization”) herein after referred to jointly as party of the second part.

The Material that is covered by the agreement includes

_____ (description of the material) which is considered proprietary material of the provider and IIT Kharagpur. The provider scientist and IIT Kharagpur shall be free, in their sole discretion, to distribute the Material to others and to use it for their own purposes

In response to the second party’s request for the Material the party of the first and second parts agree to the following before the party of the second part receives the Material.

1. The above Material is the property of the first part and is made available to the party of the second part.
2. The Material shall be used by _____ (recipient Scientist) working at _____ (recipient organization) in research to study _____ (description of work). The material will be used for teaching and not-for-profit research purposes only.

3. Neither the Material nor this material treated with any biological material(s) will be used in human subjects.
4. The party of the second part shall not distribute, release, or in any way disclose the Material to any person or entity other than laboratory personnel under recipient scientist's direct supervision, and the party of second part undertake to ensure that no one will be allowed to take or send Material to any other location, unless written permission is obtained from the party of the first part.
5. This Material Transfer Agreement constitutes a non-exclusive license to the party of the second part for use of the Material solely for the purpose as stated above. The party of the second part agrees that nothing herein shall be deemed to grant either to the recipient organization or the recipient scientist any right to use the Material for any products or processes for profit-making or commercial purposes.

The Material will not be used in research that is subject to consulting or licensing obligations of either the recipient organization or recipient scientist to another individual, institution or business entity unless prior written permission is obtained from provider scientist and IIT Kharagpur.
6. Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The providers make no representations and extend no warranties of any kind, either expressed or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose. Unless prohibited by law, party of the second part assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the Material except that, to the extent permitted by law, the party of the first part shall be liable to the party of the second part when the damage is caused by the gross negligence or willful misconduct of the party of the first part.

ANNEXURE – VII (contd)

7. The party of the second part agrees to use the Material in compliance with all applicable statutes and regulations.
8. Neither the recipient scientist nor the recipient organization shall have any rights in the Material other than as provided in this Agreement. They will return all unused material at the request of IIT Kharagpur.
9. The recipient scientist will have to keep IIT Kharagpur and provider scientist informed of the results of research with supplied material before submission of a manuscript for publication or presentation at any seminar/symposia/workshop. The recipient scientist/organization can disclose results of research with the materials only with the consent of IIT Kharagpur and provider scientist. This is required to protect any proprietary and intellectual property rights of the providing scientist and IIT Kharagpur that may be disclosed by such publication. In the event of publication, the recipient scientist agrees to acknowledge the provider scientist(s) as academically and scientifically appropriate.
10. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of IIT Kharagpur
11. The Material is provided at no cost, or with an optional transmittal fee solely to reimburse the Provider for its preparation and distribution costs. If a fee is requested, the amount will be indicated here. (Insert fee)_____
12. The party of the second part agrees not to analyze or have a third party analyze such tangible products or materials obtained from the party of the first part without written and specific authorization from the party of the first part.
13. The party of the second part will give a brief description of the receiving scientists' research program and the nature of usage of the material.

ANNEXURE – VII (contd)

The Provider scientist, the Provide organization, Recipient Organization and Recipient Scientist must sign both copies of this letter and return once signed copy to the Provider. The Provider will then send the Material.

Signed this ____ day of _____ month, _____ year

(Signature of authorized person of
Recipient Organization)

(Signature of authorized person of
Provider Organization)

Name of authorized person:
Recipient Organization

Name of authorized person:
Provider Organization

(Signature of Recipient Scientist)

(Signature of Provider Scientist)

Name of Recipient Scientist
Address:

Name of Provider Scientist
Address:

Agreement for Development of Educational Course Material in Electronic Form

India Institute of Technology, Kharagpur 721302

This agreement is made this _____ day (date) of _____ (month)
in the year _____ (Two thousand and _____) by and amongst

- | Name | Role |
|--|-----------------------------------|
| 1. _____ | Subject Matter Expert (SME) |
| 2. _____ | |
| | and |
| 3. _____ | Instructional Design Expert (IDE) |
| 4. _____ | |
| | and |
| 5. _____ | Software Design Expert (SDE) |
| 6. _____ | |
| | and |
| 7. _____ | Others (Specify Details) |
| 8. _____ | |
| | and |
| 9. Indian Institute of Technology, Kharagpur (Institute) | |

(Delete those not applicable)

in respect of the Instructional Material (IM) proposed to be developed by the Centre for Educational Technology, IIT, Kharagpur (CET) as described in Appendix-1. All group members mentioned above excepting the Institute will jointly be referred to hereafter as "Contributors". The contributors and the Institute agree that:

1. Right of original manuscript & material (Works) :

All original Works submitted by the contributors for the purpose of IM development shall remain the property of the concerned contributor and shall be returned to them if so desired, within one month of completion of the project.

2. Use of Copyright Protected/Unlawful Material:

With the exception of very limited use of copyright protected material (which constitute fair use) and which is duly acknowledged, the Works submitted by the contributors shall not contain any copyright protected material from any source without written permission of the right holder(s). It will be the responsibility of the contributors to obtain such written permission(s) and submit this along with the Works to CET on or before the date specified by CET. The contributor shall ensure that the Works supplied to CET does not contain any scandalous, libelous or unlawful matter, which may result in unnecessary litigations. In case the Works supplied is taken from one or more of the contributors own published material, the concerned contributor shall ensure that the copyright of the source rests solely with the contributor or permission is obtained in writing from the right holder.

The concerned contributor will be responsible for any damages resulting from violation of the above clause(s).

3. Course Development Procedure

(a) The methodology of instructional material development relevant for this agreement will be decided by CET. The SME shall supply the Work in the order, the format and in the medium required by CET. All concerned contributors shall strictly adhere to the agreed schedule mentioned in the Instructional Material Information Summary shown in Annexure 1.

(b) The SME shall attend all mandatory training sessions held for course development activities to be organized by CET.

4. Support by CET, IIT, Kharagpur

CET will make provisions for all necessary hardware, software, network and

related facilities, as well as for trained technical supporting staff, instructional design experts, software professionals, graphics & animation developers, typing, copy editing, & similar facilities. CET will provide appropriate budget for the project, make arrangements for replication, dissemination, delivery as applicable at its own expense. CET will organize training programmes for SMEs in developing, utilizing and evaluating instructional materials. Facilities, which are available in the institute, may be utilized when required.

5. Copyright

a. Copyright of the 1M developed by CET with content inputs provided by the SME, Instructional Design inputs provided by the IDE and other intellectual and creative inputs provided by other contributors such as SDE (excepting all work for hire staff) shall be licensed/assigned to the Institute/sponsor as set out in Annexure 2 which also contains details of financial compensation to the contributors.

6. Delivery of Work

The SME shall deliver to CET all Work as per schedule mentioned in Annexure 1 and or any schedule(s) agreed to in writing subsequently. The SME shall co-operate with IDE, so that the IDE can prepare all defining parameters of the proposed instructional material. An illustrative but non-exhaustive list of some of these parameters is shown below:

General course objectives, details of all learning objectives including pre-requisites, specific instructional objectives and related meta-data details, test items to measure specified learning outcomes, strategy to achieve learning outcomes, lesson plans of learning objects.

The IDE shall work in close collaboration with SME to formulate a well-defined and mutually acceptable instructional plan to allow the SME to develop the course contents according to this plan. The IDE shall ensure that interoperability, reusability and accessibility of contents are maximized by strict adherences to E-learning Standards approved by internationally recognized Standards Organizations (example: Sharable Content Object Ref Model-SCORM V-1.2). The IDE may reorganize the various Assets (texts, graphics, multimedia objects etc. which form the content details) in consultation with the SME.

The SDE shall develop/make available any software tool already developed by the SDE, which can be used in the proposed IR to enhance its usability/effectiveness etc as per schedule specified in Annexure 1.

If any of the contributors fails to deliver the work on time, as defined in Annexure 1 or in any subsequent agreed schedule, the Institute will have the right to terminate this agreement and to recover from the concerned Contributor any sums advanced for the Works. Upon such termination the concerned Contributor may not offer the Works to anyone for any purpose until such advances have been repaid by the contributor. In addition to recovering the advances the Institute will also have the right to impose penal charges upto Rs. 50,000.00 for non completion of works by due date.

7- Revisions

The conditions of revisions will be as per the IPR policy of the Institute.

8. Use of IR by contributor

All contributors shall have the right to use the I R for noncommercial academic purposes, ensuring that such actions do not result in a conflict of interest between the contributor and the Institute (see Conflict of Interest document of the Institute). The contributors shall have to ask permission of the Institute to use such material for any purpose once they leave the service of the Institute.

9- Arbitration

The Arbitration if any, will be as per I PR policy of the Institute

In witness whereof the parties have duly executed this agreement as the date first written above.

Contributors Details			Institute Representative		
Sr. No.	Address	Signature	Name	Address	Signature
1.					
2.					
3.					

Appendix -1

Instructional Material Information

SUMMARY

1. Name of Contributor(s) & Coordinators

2. Role (SME/IDE/SDE/Coordinator etc.)

3. Approx. degree of involvement (%)

4. Start Date:

5. End Date:

6. Course Title :

7. Course Type : (Tick mark appropriately)

Video Based

Computer Based

Other (Specify)

7.1.1 For theory instruction

7.2.1 For For theory instruction

7.1.2 For lab instruction

7.2.2 For theory instruction

8. Target Group: [example: 4th yr UG ME, Core engineering Course, Working professionals etc.]

9. General Objective of Course :

10. Content Outline : (Max 150 words)

11. Approximate Duration :

Equivalent to _____ hrs of lectures & _____ hrs of personal study.

12. Learning Unit Summary :

12.1 Unit type (tick appropriately)

Single Lesson

Module/Chapter

Semester long course

Others (specify)

12.2 Unit Description

Sl. No.

Title

Approx. Duration (study hr.)

Date

SME	IDE	Others
Start	Start	Start
End	End	End

13. Activity bar chart (to be filled up in consultation with CET and will depend on course type stated as Sr. NO.7)

Special Note: The Instructional Material Information details may be different for different types of courses. The format shown here is only one example

Appendix -2

Copyright and Compensation Issues Discussions

The contributors may be required to license their copyrights of the Instructional Material or assign these to the Institute in lieu of an agreed compensation package depending on the source and condition of funding and the nature of the project. For example, sometimes a sponsor will agree to fund a project only if the copyright is fully or partially (joint copyright) assigned to it. A sponsor may agree to pay full or part of the development cost, which may include a one-time lump sum payment to the contributors, fees to the project co-ordinates, capital cost of equipment etc or may agree to share royalties with the institute or a combination of both.

If the IM development takes place as part of a consultancy project then the

terms negotiated by the chief consultant with the sponsors & SRIC will determine the issues of compensation and the ownership of copyright.

If the IR is developed as part of the Institutes normal activity, there is little chance of anyone-time lump sum payment. In this case the copyright shall have to be either assigned to the Institute or it shall have to be licensed to the Institute for a period of 5 years initially with a provision for renewal of license for longer terms with the Institute having the right of first refusal.

It is also possible to visualize other types of I R development project where other combinations of compensation package to the contributors, fees to the co-coordinators/consultants and a specified type of copyright ownership may be applicable.

Summary

Details will be drawn up listing copyright issues and compensation terms for contributors and coordinators for each project separately and will be available from CET and will contain the following information :

1. Copyright is to be/not to be licensed to the Institute
2. If licensed then state period and renewal terms
3. Lump sum payment/ lump sum + royalty/royalty only
4. Mention amount and or % and payment, date/frequency
5. Any other compensation
6. Special conditions (if any).