



राष्ट्रीय खाद्य प्रौद्योगिकी उत्थमशीलता एवं प्रबंधन संस्थान
(एन एफटीएम) एन एच डीएसएन (एचएन) इंडस्ट्रियल एस्टेट, कुडली, सोनपट (हरियाणा)
National Institute of Food Technology Entrepreneurship and Management
(Incorporated in the University & Autonomous Institute under Ministry of Food Processing Industries, Government of India)

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NOTIFICATION

The Board of Management in its 35th meeting vide Agenda Item No. 35.17 have considered and approved the policy for Intellectual Property Rights (IPR). NIFTEM, to ensure inventors right, promote IP generation, technology transfer, IP maintenance and create awareness of IPR among the stake holders accordingly.

The approved policy and guidelines as stated above is notified as per Annexure A.


(Registrar)

Encl: As above

Copy to :-

1. PS to Vice Chancellor
2. PA to Registrar
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4. Notice Board /Website

NIFTEM

Intellectual Property Rights (IPR)

Policy

Prepared by

Intellectual Property Rights Cell, NIFTEM



National Institute of Food Technology Entrepreneurship and Management
Deemed to be University (De-novo Category) under section 3 of UGC Act, 1956 &
An Autonomous Institute under Ministry of Food Processing
Industries, Govt. Of India, NIFTEM Campus, Plot No 97 Sector-
56, HSIIDC Industrial Estate
Kundli, Sonapat-131028

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1 PREAMBLE

National Institute of Food Technology Entrepreneurship and Management (hereinafter referred to as “NIFTEM” for the sake of brevity) was conceptualized to cater to various problems and demands of the sector. The Ministry of Food Processing Industries set up this institute to cater to needs of various stakeholders such as entrepreneurs, industries, exporters, policy makers, government and existing institutions in this niche arena. The benchmark set by NIFTEM is to be innovative and world class in all its academic and entrepreneurial endeavors. It has been granted the status of deemed university by UGC under De Novo Category meant for institutions devoted to innovations in teaching and research in emerging areas of knowledge as unique accomplishment. The focal areas of NIFTEM are teaching, research, consultancy, skill development, business incubation and enterprise development. Precisely because of these focal areas, present Intellectual Property Rights policy assumes significance. NIFTEM imparts its education through various departments interalia Agriculture and Environmental Sciences, Basic and Applied Sciences, Food Engineering, Food, Science and Technology as well as Food Business Management and Entrepreneurship Development have various research projects that are being undertaken from time to time in addition to other innovative products and processes being launched at regular intervals that demand adequate awareness and protection of innovation be treated with utmost significance.

In keeping with global developments in the field of Food and supplemental technology thereto, NIFTEM is committed to research, development of technology and innovation. In order to encourage such innovations for the larger benefit of humanity, NIFTEM also has a responsibility to preserve the fundamental spirit of academic research in Food Sciences and be an engine for growth towards India becoming a knowledge economy. Intellectual Property Rights (IPR) is an essential component to preserve the rights of the innovators/inventors and their parent institutions. The present policy aims to facilitate Intellectual property protection for a novel product/process/work, innovation, creative or literary work or to keep it in public domain as is deemed fit. The policy is aimed to inculcate motivation amongst the Faculty, Scientists, Students and researchers to get relevant Intellectual Property protection and facilitate technology transfer and commercialization for their research and innovative work.

2 OBJECTIVES OF IPR POLICY

The material put forward in this document relates to the conclusive and detailed Intellectual Property Rights Policy along with its related administrative procedures with the following objectives:

- a. To enable NIFTEM to discharge its responsibility of encouraging creative/innovative activities in relevant areas.
- b. To promote academic freedom and safeguard the intellectual property rights of all those who are involved in the creation/invention of intellectual property at the Institute.
- c. To provide an administrative system for ownership of the intellectual property created and owned by the institute.
- d. To establish a mechanism for technology transfer and proportionate share of revenue among valid stakeholders.
- e. To establish a policy for guarding the interests of its employees in their role as authors/editors for ownership of copyright and royalty etc.
- f. To promote fair use of traditional knowledge while recognizing the available local traditional knowledge, its stakeholders and models for benefit sharing.
- g. To have a transparent system for encouraging sponsored research and collaborative projects with third parties and corporates.
- h. To spread awareness through sensitization sessions for the Faculty as well as students regarding Copyright, brands, innovations for patents and designs.
- i. To provide an impetus to the researchers and creators for promoting innovation and entrepreneurship development.
- j. To create an environment of innovation, commercialization and technology transfer amongst the students as well as faculty to bridge the gap between research and public at large.

3 DEFINITIONS

In this Agreement:

INTELLECTUAL PROPERTY (IP) refers to an intangible knowledge product and shall include – all results, conclusions, deductions, inventions, ideas, improvements, discoveries, formulations, recipes, enhancements, solutions, processes, modifications, know-how, data and information of every kind and description conceived, generated, made, or reduced to practice as the case may be, designs, software programmes, genetically engineered microorganisms, business models and copyrightable work resulting from the intellectual output of the creators including but not limited to faculty, staff, students, research scholars, third parties working in collaboration with the institute and other employees of the Institute. Any and every outcome of the Institute supported research or sponsored research, industrial consulting or other forms of joint research and development work could fall within the ambit of Intellectual property if it has tangible results.

INTELLECTUAL PROPERTY RIGHTS (IPR) means the exclusive and proprietary rights granted to the IP owner by the Government. These rights include right to sell, manufacture, import, market, outsource through any channels the goods or services or the technology for which the relevant IPR has been obtained. It also includes copyright rights which are inherent to the author irrespective of whether it is registered or not. These rights could be for Patents, Trademarks, Designs, Copyright, Semi - Conductor, Geographical Indications or Plant Variety Protection and Trade Secrets.

“**COMMERCIALIZE**” shall mean and include acts such as to use, make, manufacture, sell, advertise, promote, distribute, license, hire, supply or otherwise dispose of the Product/process or technology, and to sublicense any third party to do the same for the purposes of selling or offering for sale the Product or technology or service or software.

“**IMPROVEMENTS**” shall mean all kinds of alterations in the KNOW-HOW or PROCESS or the product capable of improving the technical economic and/or other characteristic(s) of any of them arising out of the further development work.

“AUTHOR’S RIGHTS” means rights of the Author over their work include the rights to prevent or authorize certain uses in relation to a work or in some cases receive remuneration for the use of their work. An author who has an exclusive right over his/her work can prohibit or authorize its reproduction in various forms such as printed publication or sound recording, public performance such as in play or musical work, its recording for example in the form of compact discs or DVD’s, its broadcasting by radio, cable or satellite, its translation into other languages and its adaptation such as a novel into film screenplay. These rights are inherent and exclusively belong to the creator of the work. These include moral rights and economic rights of the author.

“MORAL RIGHTS” refer to those rights that usually protect the non economic interests of author.

“WORK FOR HIRE”- This would refer to any work commissioned to NIFTEM. The work which has been taken up by NIFTEM in exchange of any monetary consideration for the use of the Institute Resources for the completion of the work shall be termed as Work for Hire. The Intellectual Property Rights in a work for hire shall subsist with the owner and creator who has hired the services of NIFTEM for the completion of the work. The ownership of Resulting IP might rest with the Institute if there is any agreement to that effect. The moral rights shall vest with the creator of the work.

“FAIR USE”: This is a limitation and exception to the exclusive rights granted under copyright laws in India. This allows use of copyrightable works under exceptional circumstances. Fair dealing with respect to any work would generally cover for the purpose of private or personal use including research, education, criticism or review of that work, reporting of current events and current affairs including reporting of lecture delivered in public, transient or incidental storage of work or performance purely in the technical process of electronic transmission or communication to the public, transient or incidental storage of work or performance for the purpose of providing electronic links, access or integration where such links have not been expressly prohibited by the rights holder or reproduction of any work for purpose of a judicial proceeding.

“KNOW-HOW” shall mean the technology, technical know-how, the technical knowledge, information and data.

“PROCESS(ES)” shall mean the process, method or manner of manufacture or production of any new product by use, exercise and practice of the KNOW-HOW and shall include any improvements, developments or modifications thereof.

“PLANT VARIETY”- A plant grouping except micro-organism within a single botanical taxon of the lowest known rank, which can be Defined by the expression of the characteristics resulting from a given genotype of that plant grouping.

“BREEDER”-A person or group of persons or a farmer or group of farmers or any institution which has bred, evolved or developed any variety.

“FARMER”-A farmer is any person who –

- i. cultivates crops by cultivating the land himself; or
- ii. cultivates crops by directly supervising the cultivation or land through any other person;
or
- iii. conserves and preserves, severally or jointly, with any person any wild species or traditional varieties or adds value to such wild species or traditional varieties through selection and identification of their useful properties.

“CONFIDENTIAL INFORMATION” shall mean a fact, data, an opinion, a secret, an idea, a process, a methodology, know how, a model, a formulation communicated by one (disclosing party) to (recipient) and at the time of communication identified as Confidential Information by the Discloser; and includes copies of the Confidential Information, whether such copies are tangible copies, or stored by any electronic or computer assisted medium, including disk, diskette, or tape or stored in any other manner whatsoever. However, the information shall not remain confidential if the Information:

- i. is in the Public Domain by use and / or publication at the time of its disclosure by the disclosing party; or
- ii. was already in possession of the recipient prior to receipt from the disclosing party; or
- iii. is properly obtained by the recipient from a third party with a valid right to disclose such information and such third party is not under a confidentiality obligation to the disclosing party; or
- iv. was disclosed to any third party on a non-confidential basis prior to execution of this Agreement; or
- v. was developed by any of the Parties, as established by acceptable written record or agreement, independently of the disclosure of information by the disclosing party; or
- vi. is required by public or statutory authority by law or decree;

“INVENTOR(S)”: A person or a group of persons responsible for creating an intellectual property (IP).

“KINDS OF IPR”: -

A. Patents:

A Patent is an exclusive territorial right granted for an invention of a product or a process or product and process that provides a new way of doing anything or offers a novel technical solution to a problem. Patent owners and inventors have an exclusive right to prevent or stop others from commercially exploiting the patented invention. In other words patent protection means that the invention cannot be commercially made, used, imported, distributed or sold without the patent owner’s consent. Protection for a patent is granted for a period of 20 years from the filing date of its application after which the technology is in public domain.

B. Trademarks

A trademark is a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises. It could be a word or a combination of words, letters, numerals,

drawings, symbols, three dimensional features such as packaging of goods, non – visible signs such as sounds or fragrances or colors. Trademark registration confers an exclusive right to the use of the registered trademark for the specified goods or services. The owner can license the same to other party as well for use in return for payment. The term of trademark registration is 10 years. The same can be renewed as well on payment of certain amount of fee and thus the term of protection is perpetual.

C. Copyright

Copyright refers to bundle of rights that creators have over their literary and artistic works. Copyright owners have exclusive rights to reproduce and distribute the copyrighted work. Copyright usually subsists in Literary works, dramatic works, musical works, artistic works, software programs, concepts, cinematographic film, sound recordings, performances and broadcast. Copyright protection extends only to expressions and not to ideas, procedures, methods of operation or mathematical concepts. Two types of rights that fall under copyright include economic rights which allow the rights owner to derive financial reward from the use of their works by others and moral rights which protect the non-economic interests of the author.

D. Industrial Designs:

Designs constitute the ornamental and aesthetical aspect of any article. It consists of three-dimensional features, such as shape of an article or two- dimensional features such as surface ornamentation, pattern, lines or color combination. The owner of a registered design has the right to prevent third parties from making, selling or importing articles bearing or embodying a design which is a copy, or substantially a copy of the protected design when such acts are undertaken for commercial purposes.

E. Geographical Indications (GI)

GI is a sign used on products that have a specific geographical origin and possess qualities or a reputation that specific to its origin. In addition, the qualities, characteristics or reputation of the product should be essentially due to the place of origin. Since the qualities depend on the geographical place of production, there is a clear link between the product and its original place of production. GI is mainly granted for agricultural products, foodstuffs, wine and spirit drinks, handicrafts and industrial products. It protects the

community as a whole producing the GI product and the protection intends to ensure traditional crafts, handlooms and handicrafts are originally commercialized and fake products are ousted from the market both in domestic and international markets.

F. Trade Secrets:

Trade Secrets refer to Intellectual property rights on confidential information which may be sold or licensed. In order to qualify as trade secret, information must be commercially valuable because it is a secret and kept as a secret, be known to limited group of persons and be subject to reasonable steps taken by the rightful holder of the information to keep it secret, including the use of confidentiality agreements for business partners and employees.

G. Semi - Conductor Integrated Circuit Layout Design

Semi-Conductor integrated circuit means a product having transistors and other circuitry elements which are inseparably formed on a semiconductor material or an insulating material or inside the semiconductor material and designed to perform an electronic circuitry function.

H. Plant Variety

A plant grouping except micro-organism within a single botanical taxon of the lowest known rank, which can be Defined by the expression of the characteristics resulting from a given genotype of that plant grouping.

“NON-DISCLOSURE AGREEMENT (NDA) AND CONFIDENTIALITY AGREEMENT”:

- is an agreement intended to protect proprietary or confidential information among the parties involved in executing the same (hereinafter referred to as “NDA” for the sake of brevity).

“PATENTEE”: - is a person who has been granted a patent.

“REVENUE”: - means the financial benefit derived from the technology transfer and commercialization of Intellectual property, and includes, without limitation, proceeds from royalties, profit-sharing, lump sum payments, and sale of rights as applicable.

“SPONSOR”: - Sponsor will refer to Government, quasi-government, non-government or private entity whether national or international which funds the research, study or survey conducted at or by NIFTEM and its faculty or students.

“STUDENT”: - A person who has registered or enrolled as a full-time student, part-time student, casual student or exchange student from other universities or colleges for professional and research training.

“TRADITIONAL KNOWLEDGE”: - The knowledge developed by the indigenous or local communities for the use of a natural resource with respect to traditional practice, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.

“IPR CELL”: - The IPR Cell is constituted for formulating the guidelines and policies for adoption by NIFTEM with respect to Intellectual Property. The Intellectual Property Rights Cell arranges for the speedy processing and filling of applications for all IPRs including trademarks, copyright, patents, design or any other related IP and to effectively implement the policy and guidelines of the Institute in respect of Intellectual Property Rights. The Cell shall also be the conduit for commercialization and technology transfer of innovations from NIFTEM.

“INSTITUTE RESOURCES”: - This shall refer to supply of any material, facility, library subscription or usage or property services and other assets owned by NIFTEM and utilized by any institute personnel including management, faculty as well as students for creating any kind of IP. Institute campus that can be viewed as a site of production and source of raw materials for IP shall be included within this definition.

“INSTITUTE FUND”: - fund means and includes funding provide by NIFTEM either directly or indirectly for research development to faculty, students or for any research and development.

“TECHNOLOGY TRANSFER”:- This refers to the process of transferring technology from the person or organization that owns or holds it to another person or organization. These transfers may occur between universities, corporates, governments, across geopolitical borders, whether formally or informally, and both openly and secretly irrespective of the size of the entity.

“COLLABORATOR” - Any third party, individual or corporate or institute who undertakes research with any NIFTEM student or institute personnel using the Institute Resources shall be termed as a Collaborator.

“INSTITUTE”- This term shall refer to National Institute of Food Technology Entrepreneurship and Management (NIFTEM).

“INVENTION DISCLOSURE FORM” – The format of information required to be filed in by the Inventor for assessment of relevant IP is termed as Invention Disclosure Form (hereinafter referred to as “IDF” for the sake of brevity).

“LICENSING” – is the practice of permitting a third party other than the applicant to use, manufacture or commercialize the Intellectual Property or technical know – how. The term licensing might include variants other than other terms as per mutual consensus amongst parties. The license may be Exclusive, Sole, Non – Exclusive or Sub License or even have permission for further sub – licensing.

1. **EXCLUSIVE LICENSE:** In this case all the rights pertaining to the intellectual property or technology are exclusively granted to the licensee alone for a specified territory or as per the terms.
2. **SOLE LICENSE:** In this case, only one licensee is permitted to use the technology and has almost all rights like an exclusive licensee. However, a sole licensee is not limited, but exclusive licensee can be limited as per territory, products or jurisdiction.
3. **NON EXCLUSIVE LICENSE:** In this case, the licensor can permit more than one party to use the technology or Intellectual property and neither party has any exclusivity.
4. **SUB LICENSEE:** If the parties agree, then power of sub licensing can also be given to the licensee who can further license for expansive reach of the product of technology.

“RESEARCH” – Ownership rights over Intellectual Property within NIFTEM may vary as per source of funding, for the research through which it was generated. Hence, it is important to understand the different contexts in which IP may be generated within NIFTEM.

Some of the important contexts in which they produce IP are:

- i. Research undertaken by a researcher in the normal course of his/her engagement/ appointment with NIFTEM utilizing resources of the institution. This includes, but is not limited to, use of space, facilities, materials, or other resources of NIFTEM, specific monetary support for research through grants or fellowships, funds for procuring books/ equipment or materials for specific research projects, and creation/ modification of infrastructure like labs for the specific needs of research.
- ii. Research undertaken by a researcher in collaboration with any third party. This support from third parties includes, but is not limited to, specific monetary support given for research.

“RESEARCHER” - means and includes all Faculty, Students Staff and/or Visiting individual who use the NIFTEM’s resources and who perform any research task at NIFTEM campus or otherwise participate in any research project administered by NIFTEM, including those funded by external sponsors.

“RESEARCH AGREEMENT” - means any kind of Agreement involving Research & Development or technical know – how and includes Research and Development Agreement, Confidentiality Agreement, and any other type of agreement concerning research, Technology Transfer Agreement, Licensing Agreement pursued by Researchers and/or Intellectual Property created at NIFTEM.

“THIRD PARTY”- Any party or person other than NIFTEM, its students or faculty which could be either governmental or non- governmental organization with whom the institute or any staff interacts for any activity with/without exchange of consideration in cash or kind is termed as “Third Party”.

4 INTELLECTUAL PROPERTY AND ITS OWNERSHIP

4.1 PATENT

A Patent is a statutory right for an invention granted for a limited period of time to the patentee by the Government, in exchange of full disclosure of his/her/their invention for excluding others, from making, using, selling, importing the patented product or process or both product and process and the same cannot be used by any other person without consent.

4.1.1 CRITERIA

An invention is patentable subject matter if it meets the following criteria –

- i) It should be novel;
- ii) It should have inventive step and it must be non-obvious;
- iii) It should be capable of Industrial application;
- iv) It should not fall within the ambit of Non-Patentable Inventions under Section 3 and 4 of the Patents Act 1970.

4.1.2 WHAT IS NON-PATENTABLE

AS PER THE PROVISIONS OF SECTION 3 AND 4 OF THE PATENTS ACT 1970:

1. An invention which is frivolous or which claims anything obviously contrary to well established natural laws;
2. An invention the primary or intended use or commercial exploitation of which could be contrary to public order or morality or which causes serious prejudice to human, animal or plant life or health or to the environment;
3. The mere discovery of scientific principle or the formulation of an abstract theory or discovery of any living thing or non-living substance occurring in nature;
4. The mere discovery of a new form of a known substance which does not result in enhancement of the known efficacy of that substance or the mere discovery of any new property or new use for a known substance or of the mere use of a known process, machine

or apparatus unless such known process results in a new product or employs at least one new reactant;

Explanation: For the purposes of this clause, salts, esters, ethers, polymorphs, metabolites, pure form, particle size, isomers, mixtures of isomers, complexes, combinations and other derivatives of known substance shall be considered to be the same substance, unless they differ significantly in properties with regards to efficacy;

5. A substance obtained by mere admixture resulting only in the aggregation of the properties of the components thereof or a process for producing such substance;
6. The mere arrangement or re-arrangement or duplication of known devices each functioning independently of one another in a known way;
7. A method of agriculture or horticulture;
8. Any process for medicinal, surgical, curative, prophylactic (diagnostic, therapeutic) or other treatment of human beings or any process for a similar treatment of animals to render them free of disease or to increase their economic value or that of their products;
9. Plants and animals in whole or any part thereof other than microorganisms but including seeds, varieties and species and essentially biological processes for production or propagation of plants and animals;
10. A mathematical or business method or a computer program per se or algorithms;
11. A literary, dramatic, musical or artistic work or any other aesthetic creation whatsoever including cinematographic works and television productions;
12. A mere scheme or rule or method of performing mental act or method of playing game;
13. A presentation of information;
14. Topography of integrated circuits;
15. An invention which, in effect, is traditional knowledge or which is an aggregation or duplication of known properties of traditionally known component or components;
16. Inventions relating to atomic energy;

4.1.3 TERM OF PATENT:

The term of every patent granted is 20 years from the date of filing of application after which the patent comes in the public domain and is open for use by all.

4.1.4 DOMESTIC AND PATENT FILING ABROAD

Patents are territorially limited. In order to protect your invention in multiple countries you have dual option:

- a. **Direct or Paris route:** An applicant can directly file separate patent applications at the same time in all of the countries in which they seek to protect the invention (for some countries, regional patents may be available) or, having filed in a Paris Convention country (one of the Member States of the Paris Convention for the Protection of Industrial Property), then file separate patent applications in other Paris Convention countries within 12 months from the filing date of that first patent application i.e. Priority Date, giving the applicant benefit in all those countries of claiming the filing date of the first application.
- b. **Patent Co-operation Treaty route:** An applicant can file an application under the PCT, directly or within the 12-month period provided for by the Paris Convention from the filing date of a first application, which has legal effect for claiming the same priority date in all Contracting member States of the PCT. The applicant can then file the application in countries of its choice within 30 or 31 months as per the relevant laws of the member states. The term of patent will be 20 years from the international filing date accorded under PCT.

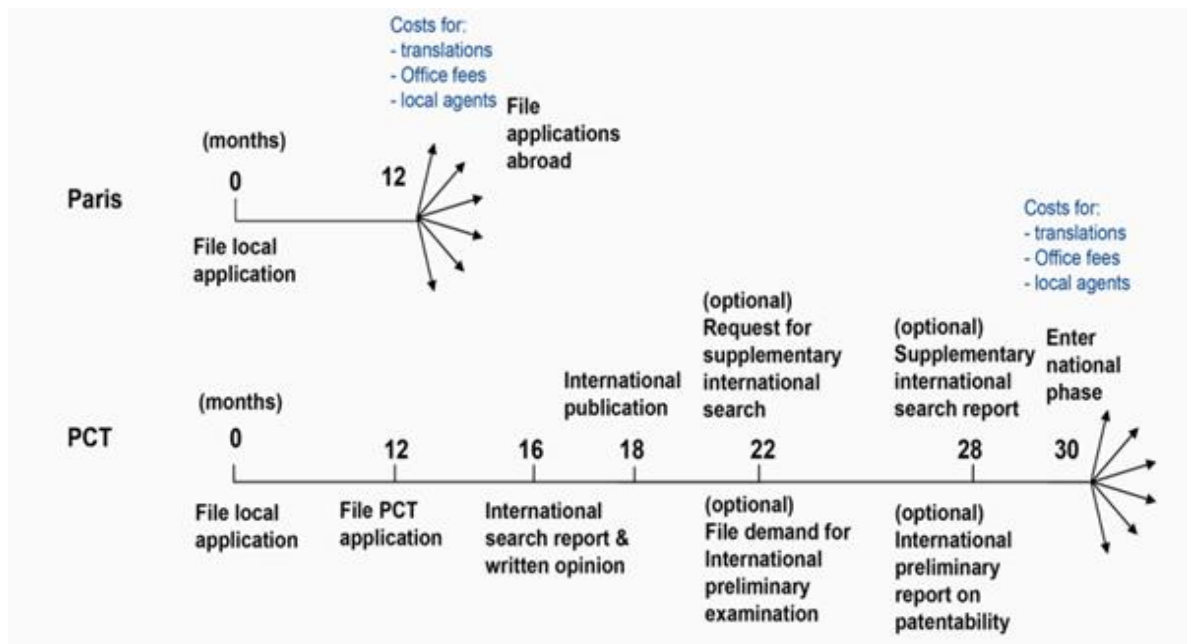


Figure 4-1 Comparison of Paris and ICT Route

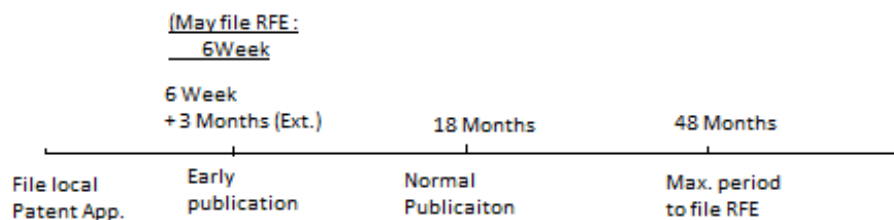


Figure 4-2 Timelines for Patent

4.2 BIOLOGICAL DIVERSITY ACT

The Biological Diversity Act, 2002 provides a mechanism for access to the genetic resources and benefit sharing accrued there from. No patent shall be granted without the necessary permission from the National Biodiversity Authority in cases where the invention uses biological material from India or the source and/or the origin of the biological material is from India as per the disclosure in the specification (Section 10(4) (d) of the Patent act 1970).

4.2.1 MICROBIAL TYPE CULTURE COLLECTION AND GENE BANK (MTCC)

As per Article 27(3)(b), of Trade Related Aspects of Intellectual Property Right (TRIPS) agreement microorganisms, non-biological and microbiological processes can be patented. India also follows the rules and regulation of TRIPS agreement and allows only that work to get patent that has commercial application, novelty and non-obvious in nature. The Applicant/ inventor have to deposit microorganisms in pure and viable form for its patent purpose in a depository house also known as bacterial depository bank or International Depository Authority (IDA) as per the rules and regulations set by International body in the form Budapest Treaty. India is a signatory state to the Convention on Biological Diversity (CBD) and also to World Trade Organization (WTO). In this context, India has a well - functioning national facility, MTCC. It is a recognized IDA for the deposition of microorganisms for the purpose of patent procedure.

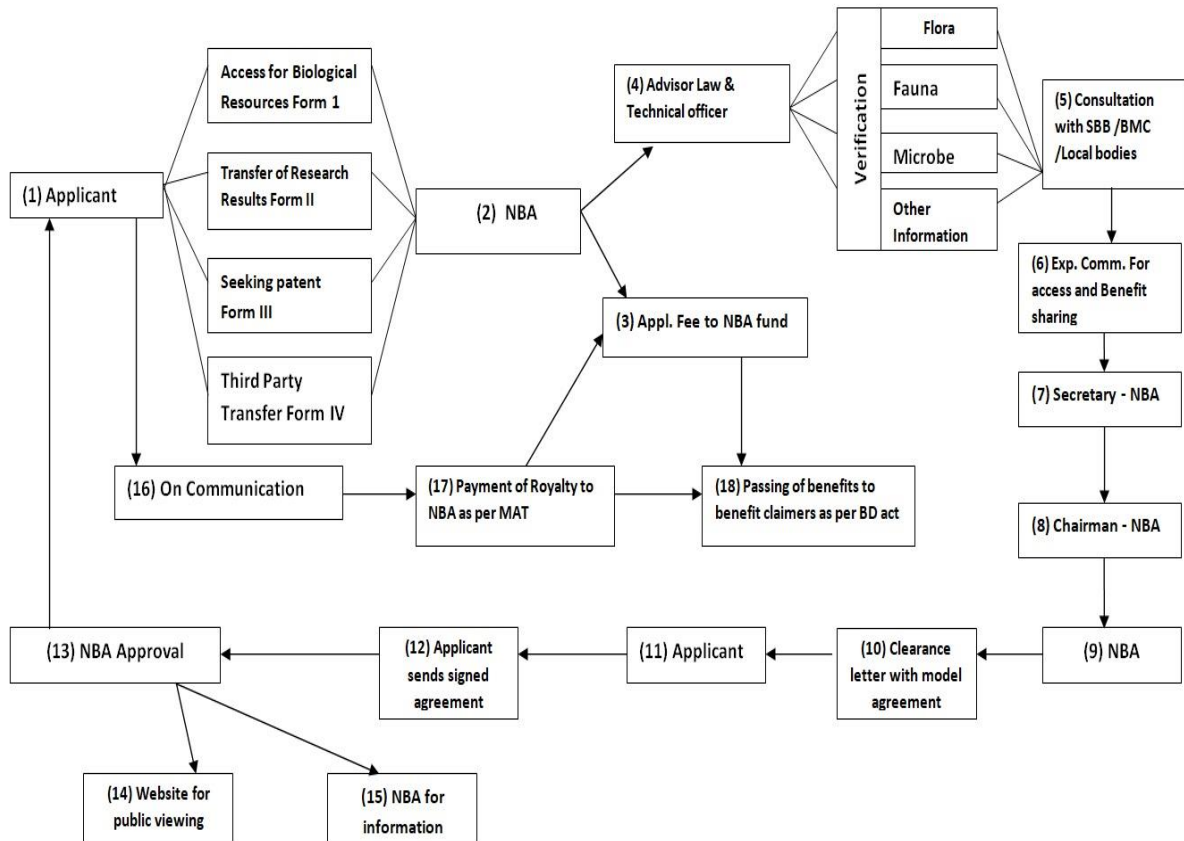


Figure 4-3 Procedure Under Biodiversity Act

4.3 TRADEMARK

4.3.1 WHO CAN FILE A TRADEMARK?

Any person, claiming to be the proprietor of a trademark used or proposed to be used by him/her/them, may apply in prescribed manner for registration. The application should contain the trademark, the goods/services, name and address of applicant and agent (if any) with power of attorney, the period of use of the mark and evidence substantiating the same. The application should be in English or Hindi. It is filed on the online portal and the jurisdiction of the office is as per the address of the applicant should be filed at the appropriate office. The whole process of Trademark registration in India is about 12 months (including the statutory publication period) if there is no third-party opposition or litigation. The trademark is registered initially for 10 years and can be renewed after every 10 years and thus the rights granted under trademark can be perpetual.

4.3.2 TYPES OF TRADEMARKS IN INDIA

1. Word Mark – A mark constituting of only a word or combination of words constitutes as a word mark. The protection and enforcement of a word mark has a wider ambit than a device or logo mark. These marks could be for goods or services as per the Nice Classification.
2. Service Marks – The marks used by the applicant for imparting or providing services as stipulated under Classes 35 to 45 are termed as Service Marks.
3. Any name including personal or surname of the applicant or predecessor in business or the signature of the person, which is not unusual for trade to be adopted as a mark.
4. An invented word or any arbitrary dictionary word or words, not being directly descriptive of the character or quality of the goods/service.
5. Letters or numerals or any combination thereof.
6. Certification marks which are capable of distinguishing goods or services which are certified by the proprietor of the mark in respect of material, mode of manufacture of goods or performance of services, quality, accuracy or other characteristics, with the exception of geographical origin, from goods and services which are not so certified.
7. Devices, including fancy devices, symbols or Monograms.
8. Combination of colors or even a single color in combination with a word or device.
9. Shape of goods or their packaging
10. Marks constituting a 3- dimensional sign.
11. Sound marks when represented in conventional notation or described in words by being graphically represented.
12. Certification Trademarks - Section 2(1) (e) of the Trade Marks Act, 1999 defines a certification mark as "a mark capable of distinguishing the goods or services in connection with which it is used in the course of trade which are certified by the proprietor of the mark in respect of origin, material, mode of manufacture of goods or performance of services, quality, accuracy or other characteristics from goods or services not so certified". It is a mark which certifies the characteristics like quality, origin etc. of other goods/services.

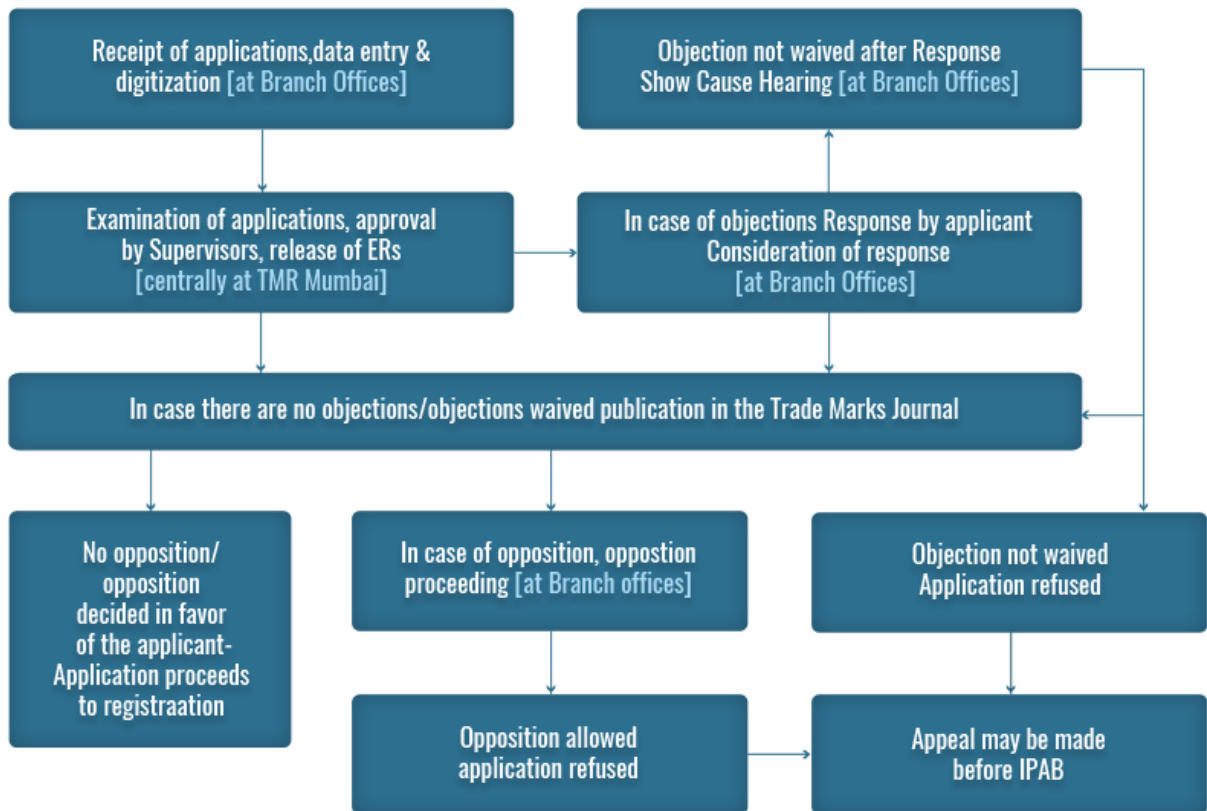


Figure 4-4 Trademark Registration procedure

4.3.3 INTERNATIONAL TRADEMARK REGISTRATION PROCESS

Trademarks are also territorial Intellectual property protection. Thus, the applicant has to file and register the brand in the country where it seeks to enforce its exclusive rights for the specified goods or services. The applicant can opt for any route:

- a. **Direct Route** – The applicant can directly file the application for trademark registration in the country of their choice as per the relevant laws and rules of that country.
- b. **Madrid Protocol Route** -The applicant after filing application in its home country being India, can file for multiple countries through one application through online single application. The applicant can designate member states and remit the fees as requisitioned by WIPO and the applications will be independently examined by the IP office of the relevant country. Once cleared the mark will be duly registered and in case of any

objection, the same will be communicated to the applicant. The mark will be duly prosecuted and then proceed for registration.

4.4 COPYRIGHT

The Copyright Act, 1957 protects original literary, dramatic, musical and artistic works and cinematograph films and sound recordings from unauthorized uses. Unlike the case with patents, copyright protects the expressions and not the ideas. There is no copyright protection for ideas, procedures, and methods of operation or mathematical concepts as such.

- Works originating in one of the Contracting States (that is, works the author of which is a national of such a State or works first published in such a state) must be given the same protection in each of other Contracting States as the latter grants to the works of its own nationals (principle of national treatment).
- Protection must not be conditional upon compliance of any formality.
- As to works, protection must include every production in the literary, scientific and artistic domain whatever the mode or form of its expression.
- Subject to certain allowed reservations, limitations or exceptions, the following are the rights that must be recognized as exclusive rights of authorization:-
 1. Right to translate
 2. Right to make adaptations and arrangements of work
 3. Right to perform in public dramatic, dramatic-musical and musical works,
 4. Right to recite literary works in public
 5. Right to communicate to the public the performance of such works
 6. The right to broadcast
 7. Right to make reproductions
 8. Right to use the work as basis for an audiovisual work

4.5 TERM OF COPYRIGHT:

Musical, artistic and literary works through the lifetime of author plus 60 years after the death. Cinematographs, photographs and computer programs are protected for 60 years. Sound Recording are protected for 60 years from the end of the year in which the recording was first published.

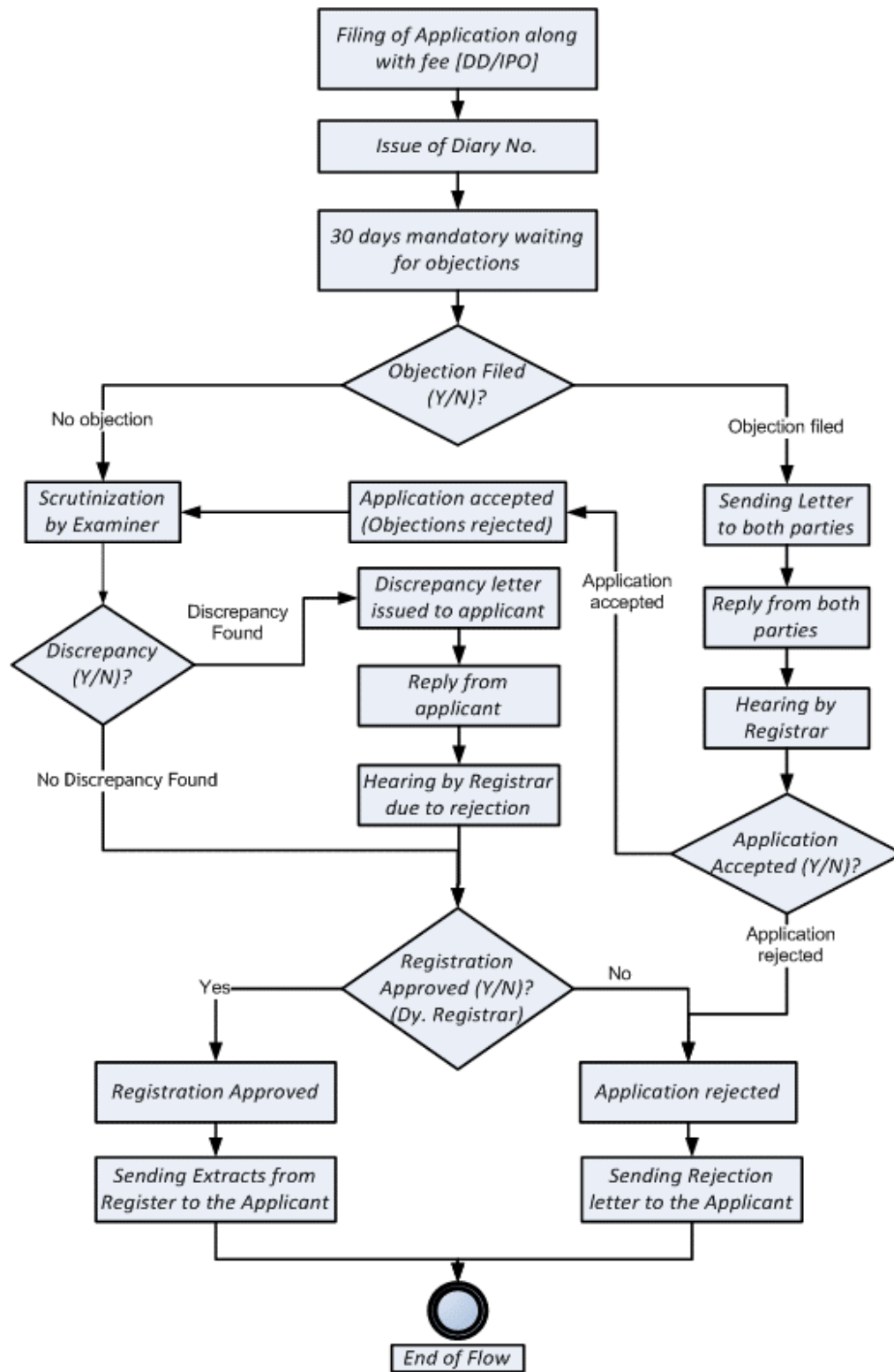


Figure 4-5: Copyright Registration Flowchart

4.6 DESIGN

Design means only the aesthetic features of shape, configuration, pattern or ornament or composition of lines or colour or combination thereof applied to any article whether two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye, but does not include any mode or principle or construction or anything which is in substance a mere mechanical device, and does not include any trade mark, property mark or artistic works.

4.6.1 ESSENTIAL REQUIREMENTS FOR THE REGISTRATION OF ‘DESIGN’

- i) The design should be new or original, not previously published or used in any country before the date of application for registration. The novelty may reside in the application of a known shape or pattern to new subject matter.
- ii) The design should relate to features of shape, configuration, pattern or ornamentation applied or applicable to an article.
- iii) The design should be applied or applicable to any article by any industrial process.
- iv) The features of the design in the finished article should appeal to and are judged solely by the eye. This implies that the design must appear and should be visible on the finished article, for which it is meant.
- v) Any mode or principle of construction or operation or anything which is in substance a mere mechanical device, would not be a register-able design. For instance a key having its novelty only in the shape of its corrugation or bent at the portion intended to engage with levers inside the lock associated with, cannot be registered.
- vi) The design should not include any Trade Mark or property mark or artistic works.

4.6.2 DURATION OF THE REGISTRATION:

The duration of the registration of a design is initially ten years from the date of registration, but in cases where claim to priority has been allowed the duration is 10 (Ten) years from the priority date. This initial period of registration may be extended by further period of 5 (Five) years on an

application to the Controller before the expiry of the said initial period of ten years. The proprietor of a design may make application for such extension even as soon as the design is registered.

4.6.3 TYPES OF APPLICATION:

- a. **Ordinary application:** An ordinary application does not claim priority.
- b. **Reciprocity application:** A reciprocity application claims priority of an application filed previously in a convention country. Such an application shall be filed in India within six months from the date of filing in convention country. This period of six months is not extendable.

PROPRIETOR:

Any person claiming to be the proprietor of any new or original design may apply for registration. A proprietor may be from India or from a Convention Country.

A proprietor may be: a) an author of design; b) a person who has acquired the design; c) a person for whom the design has been developed by the author, or d) a person on whom the design has devolved. The application for registration of a design is referred by the Controller of Designs to an Examiner of Designs for conducting examination as to: a) whether the application and the documents satisfy the formal requirements, and b) whether such design as applied to an article is registerable.

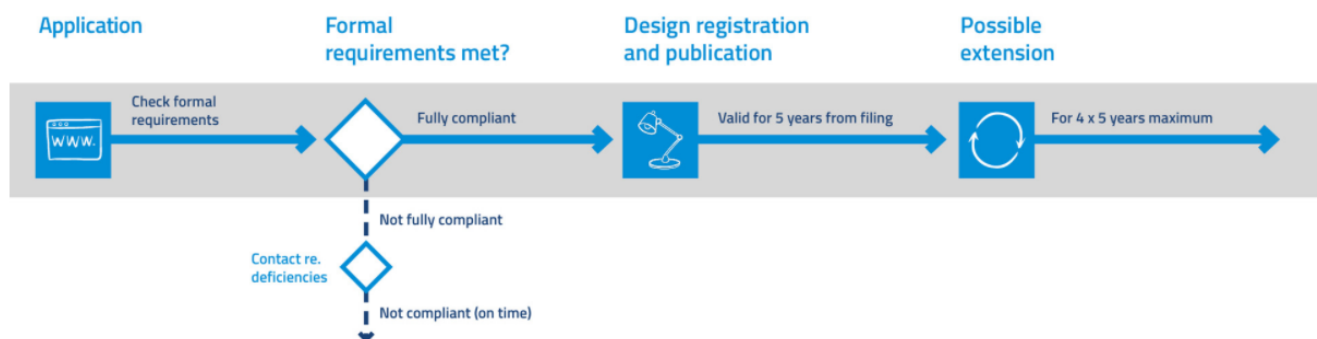


Figure 4-6 Application Registration Process

PLANT VARIETY

4.6.4 NEW VARIETY SHALL BE REGISTERABLE:

Registerable varieties shall be deemed to be:

- a. Novel: The propagating or harvested material of such variety has not been sold or otherwise disposed of by or with the consent of its breeder or his successor for the purposes of exploitation of such variety (i) in India, earlier than one year; or (ii) outside India, in the case of trees or vines earlier than six years, or in any other case, earlier than four years, before the date of filing such application.
- b. Distinct: It is clearly distinguishable by at least one essential characteristic from any another variety whose existence is a matter of common knowledge in any country at the time of filing of the application.
- c. Uniform: Subject to the variation that may be expected from the particular features of its propagation it is sufficiently uniform in its essential characteristics.
- d. Stable: Its essential characteristics remain unchanged after repeated propagation or, in the case a particular cycle of propagation, at the end of each such cycle.

4.6.5 NON-REGISTRABLE VARIETIES

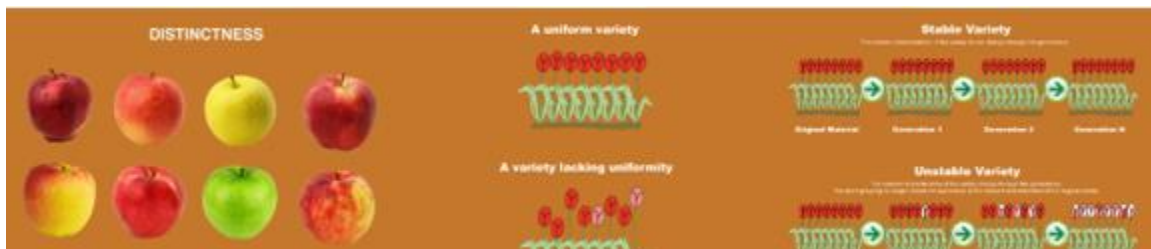


Figure 4-7 Non-Registerable Varieties

A new variety shall not be registered if the denomination given to such variety

- is not capable of identifying such variety; or
- consists solely of figures; or
- is liable to mislead or to cause confusion concerning the characteristics, value, identity of such variety, or the identity of breeder of such variety; or
- is not different from every denomination which designates a variety of the same botanical species or of a closely related species registered under this Act; or
- if it is likely to hurt the religious sentiments of any section of the citizens of India; or
- is prohibited for use as a name or emblem for any of the purposes mentioned in the Emblems and Names (Protection of Improper Use) Act, 1950; or
- is comprised solely or partly of geographical name.

However, in the case of a geographical name the Registrar may register a variety, if satisfied that such denomination is an honest use under the circumstances of the case.

4.6.6 PERSONS WHO MAY MAKE APPLICATION

1. An application for registration shall be made by
 - a. any person claiming to be the breeder of the variety; or
 - b. any successor of the breeder of the variety; or

- c. any person being the assignee of the breeder of the variety in respect of the right to make such application; or
 - d. any farmer or group of farmers or community of farmers claiming to be the breeder of the variety; or
 - e. any person authorised in the prescribed manner by a person specified under clauses (a) to (d) to make application on his behalf; or
 - f. any university or publicly funded agricultural institution claiming to be the breeder of the variety.
2. An application under sub-section (1) may be made by any of the persons referred to therein individually or jointly with any other person.

4.6.7 TERM OF CERTIFICATE OF REGISTRATION

Certificate of registration issued shall be valid for nine years in the case of **trees and vines** and **6 (six) years** in the case of other crops and may be reviewed and renewed for remaining period.

The total period of validity shall not exceed:

- i. in the case of **trees and vines, 18 (eighteen) years** from the date of registration of the variety;
- ii. in the case of **extant variety, 15 (fifteen) years** from the date of the notification of that variety by the Central Government; and
- iii. in other cases, **15 (fifteen) years** from the date of registration of the variety.

4.7 INTEGRATED CIRCUIT LAYOUT

Integrated circuit layout, also known IC layout, IC mask layout, or mask design or integrated circuit topography. Layout - design means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit. A layout-design is defined in Intellectual Property in respect of Integrated Circuits (IPIC Treaty), as incorporated into the TRIPS Agreement and was duly ratified by India way back in 1990.

4.8 TRADE SECRETS

A trade secret usually refers to any information that would cause significant damage to the owner if disclosed to the competitor. It can include formulae not only for the manufacture of products but also in an appropriate case, the names of the customers and the goods which they buy.

4.8.1 PROTECTION IN INDIA

The only protection that trade secrets have been accorded so far under the Indian laws have been through traditional judicial rulings and through provisions under the law of Contracts and Torts. The absence of legislation for trade secrets is indeed a matter of concern Indian courts have time and again upheld trade secret protection, confidential information and know-how. Principles of common law are generally resorted to by the Indian judiciary to protect trade secrets.

Protection of trade secret can be sought by ingraining specific clauses within a contract between the parties and invoking judicial protection in case of breach of contract. Such contract provisions should be prohibiting wrongful disclosure and misappropriation of confidential information. These agreements should focus on the type of information that is likely to be disclosed, the manner in which it should be used and the restrictions on disclosure post-termination. Injunctions and damages are the remedies in case of infringement of trade secrets.

4.9 GEOGRAPHICAL INDICATION

GI in India is protected under Geographical Indications of Goods (Registration and Protection) Act, 1999. Registration of GI is not compulsory in India but in case Registration is done, the same can be helpful towards facilitating an action for infringement.

4.9.1 REGISTRATION AND ITS PROCESS

1. Filing of application

The first step is to check whether the indication comes within the ambit of the definition of a GI . This application must be made in triplicate and signed by the applicant or their

agent and must be accompanied by a statement of case. Along with the application, three certified copies of the map of the region to which the GI relates needs to be attached.

2. Preliminary scrutiny and examination

After submission of the application, the Examiner will scrutinize the application for any deficiencies. Further, the content of statement of case is assessed by a consultative group of experts well versed on the subject. Thereafter an Examination Report is issued.

3. Show cause notice

If the Registrar has any objection to the application the same shall be communicated for response within a stipulated time period.

4. Publication in the geographical indications Journal

Every application, within three months of acceptance is published in the Geographical Indications Journal.

5. Registration

Where an application for a GI has been accepted and there has been no opposition within the stipulated time, the mark shall proceed for registration.

6. Renewal

A registered GI shall be valid for 10 years and can be renewed on payment of renewal fee.

4.9.2 TERM OF REGISTRATION

GI is registered for a period of ten years initially and can be renewed from time to time for further period of 10 years.

4.9.3 WHAT INDICATIONS ARE NOT REGISTRABLE?

For registrability, the indications must fall within the scope of section 2(1)e of GI Act, 1999. Being so, it has to also satisfy the provisions of section 9, which prohibits registration of a Geographical Indication

- the use of which would be likely to deceive or cause confusion; or
- the use of which would be contrary to any law for the time being in force; or
- which comprises or contains scandalous or obscene matter; or

- which comprises or contains any matter likely to hurt the time being in force; religious susceptibilities of any class or section of the citizens of India; or
- which would otherwise be dismantled to protection in a court; or
- which are determined to be generic names or indications of goods and are, therefore, not or ceased to be protected in their country of origin or which have fallen into disuse in that country; or
- which although literally true as to the territory region or locality in which the goods originate, but falsely represent to the persons that the goods originate in another territory, region or locality as the case may be.

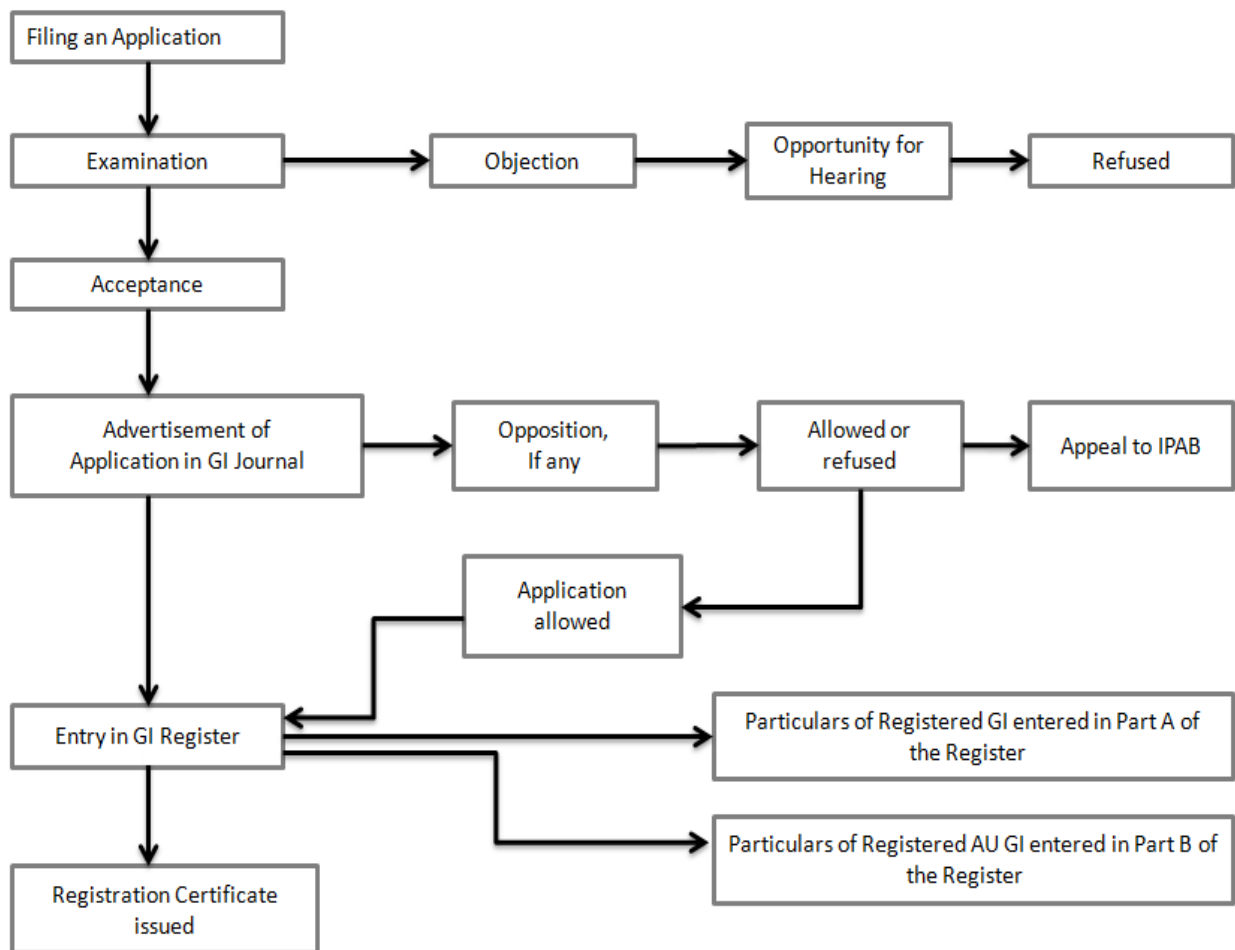


Figure 4-8 Registration Process

5 OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

5.1 COPYRIGHT OWNERSHIP

1. The Institute shall solely own copyright on all the course materials developed by the faculty for the purposes of imparting education to the students as part of their employment with the Institute.
2. The Institute shall unequivocally have a non - exclusive right directly or deemed assignment in all the work produced by the faculty or students for the purposes of education, academic and research. However, the author will have the right to use the work in their own professional work or for its professional credentials.
3. No rights in copyrightable works such as books, articles, monographs, lectures, speeches and other communications, software programs produced by the faculty in the course of research and teaching using Institute resources shall be vested in the author as their own creations.
4. Ownership in all copyrightable work shall be vested in the author(s) with the following exceptions:
 - i. If the work is outcome of sponsored, joint or collaborative activity, the Intellectual property arising from such work shall vest solely with the Institute unless specific provisions are made in contracts governing such activity, shall determine the ownership of IP.
 - ii. The copyright on all teaching materials including books and publications developed by the Institute personnel as a part of any of the academic programs shall be vested in the Institute. However, the authors can use the material in her/his professional capacity.
 - iii. The ownership of the copyright of work produced by third parties who are not employed by Institute but are associated with any activity of the Institute shall rest with the institute as a matter of policy but the authors shall have the right to use the material in their professional capacity.
 - iv. That with respect to lecture recording for virtual education and academic purposes, the authors shall have an exclusive right and the Institute shall have right of sharing the same for imparting education to its student or as study material. However, for access on any

other online portal, specific consent shall have to be obtained from the author as per the requirement.

5. The student and his/her guide will be joint owners of copyright in the thesis/ dissertation / project report written by a student.
6. In cases where the work is being developed by an outsider by use of the Institute resources, the copyright shall vest with the Institute.
7. In cases, where ownership of copyright does not vest with the Institute, the Institute will be entitled to a non-exclusive, non-transferable license to use the work within the Institute for non-commercial, academic, educational and research purposes.
8. Any copyrightable work generated as a work for hire will belong to the Institute as per the terms of the original contract.

5.2 OWNERSHIP OF THE INSTITUTE FOR PATENTS:

i. INSTITUTE SPONSORED RESEARCH

All the intellectual property rights arising out of the innovations from the research carried out by the Institute and from the use of the Institute Resources through its faculty or students or jointly shall vest solely with the Institute unless there is an agreement to the contrary as part of the conditions of sponsorship.

ii. INSTITUTE, JOINT OR COLLABORATIVE RESEARCH

The IPR arising from the research projects undertaken and funded completely or partially by a third party agency or corporate shall be owned jointly by the Institute and the agency subject to the agency bearing the entire costs of IPR filing, registering and maintaining jointly with the Institute in equal manner. However, if the agency is not willing to bear the costs, then the Institute shall have an inherent right to own the IPR in its own name. If there are multiple stakeholders, the ownership and costs can be as per the mutual consent and supplemental agreements.

In case the third party is a corporate, there could be three scenarios:

- a. The IPR ownership can vest solely with the corporate subject to payment of consideration to the Institute for the entire research, royalties on an annual basis and accrediting the Institute of its technological advancements during commercialization. The terms can be specified as per a separate agreement. The ownership of the corporate will be exclusive or non – exclusive basis.
- b. The IPR ownership vests solely with the Institute, however the commercial exploitation rights shall be with the Industry either on exclusive or non – exclusive basis, on terms of lump sum payment, periodic royalties for specified period or as per the agreement.
- c. The IPR can be jointly owned by the corporate and the Institute wherein the expenditure for procuring, securing and maintenance of IPR is done equally by both the stakeholders and as per the mutual agreement they make efforts for commercialization of the technology.

In case the Industry is given exclusive rights for commercialization in any of the above parameters, the same shall be time bound and if the Industry is unable to exploit the technology the same can be offered to third parties by the Institute. Institute shall at all times retain exclusive rights for further research and development on the same.

iii. WORK FOR HIRE:

Any IP that has been developed through Work for Hire by using Institute resources or outsourced by the Institute for a consideration shall be exclusively owned by the Institute.

5.3 OWNERSHIP BY CREATORS

The Institute shall own all IP created by the faculty or students by use of the Institute resources. However, if the work falls within these exceptions, the creator/innovator shall own exclusive rights:

- a. The Intellectual property shall be owned exclusively by the creator/inventor if any IPR has been developed or arises by them without use of Institute resources including but

not limited to funds, faculty, laboratories etc. and where there was no involvement of any personnel of the Institute.

- b. If any IP is unrelated to the Institute, the Inventor/creator shall have a sole/exclusive right on the same.

5.4 TRADE MARK(S)/ SERVICE MARK(S)

The ownership of trademark(s)/ service mark(s) created for the Institute shall vest with the Institute solely. The faculty and students as well as external agencies shall have the right to use the word mark/logo of the Institute to claim its affiliation or collaboration for research, development and academic purposes.

6 EVALUATION BY IPR CELL AND ITS DECISION TO FILE RELEVANT IP

Whenever any interested party approaches IPR Cell in relation to filing of any IP, the same shall be reviewed by IPR Cell as per the timelines below. However, the decision should be duly communicated within a span of 90 days from the date of filing request to IPR cell by creator, innovator.

The decision for ownership, commercialisation and exploitation has to be taken by the IPR cell and can fall within any of these 3 parameters:

- A. Institute owns and Commercializes the IPR;**
- B. Institute owns but is unwilling to commercialise the IPR;**
- C. Institute does not want to proceed with the application for IPR.**

6.1 INSTITUTE OWNS AND COMMERCIALIZES THE IPR

The Institute shall take steps for commencement of application of relevant IP for the said technology at the earliest as per the timelines and hire the services of its empaneled attorney for the filing. The Institute ensures that the names of the creators are mentioned as inventors in the patent application or copyright application. The creator will coordinate and ensure the filing as per norms. The Institute along with the creators commence endeavours for its exploitation and the technology be shared with prospective corporates only after the Memorandum of Understanding is executed. The Institute shall accordingly execute Licensing Agreement as per the mutual terms agreed between parties.

6.2 INSTITUTE OWNS BUT IS UNWILLING TO COMMERCIALIZE THE IPR

Institute shall record and assist the filing of the application for relevant IPR. The Institute will be entitled to non – exclusive, non – transferable right for academic, education and research purposes. The costs shall be borne by the individual or creator himself/herself.

6.3 INSTITUTE DOES NOT WANT TO PROCEED WITH THE APPLICATION FOR IPR

Institute shall communicate the decision to the creator/author/inventor who can pursue their rights of application or commercialization independently without the use of Institute resources.

6.4 COMMERCIALISATION/TECHNOLOGY TRANSFER

The IPR cell can take over technology transfer for technologies irrespective of whether IP has been filed or not on the basis of the market feasibility. The creator, inventor shall disclose the technology in the Disclosure form and the Institute can assign it to itself and then make efforts for its commercialization. If the Institute is unable to exploit the technology within 5 years, it can communicate the same to the inventor and the rights in the technology shall vest back with the creator who can proceed for commercial exploitation.

6.5 MAINTENANCE OF IP

Processing of all patent/copyright/other IPR applications and maintenance of IPR will be undertaken as per the respective IPR laws. All action pertaining to maintenance of IPR, and the further management of IP, will be initiated/undertaken by IPR Cell, where IP is generated in the course of research/work. The maintenance has to be on case to case basis as per the territory of protection. The requirements as per Indian law pertaining to IPR is as under:

- For Trademarks, renewal fee has to be paid only after 10 years;
- Copyright does not require any maintenance during the entire span.
- Design can be renewed for additional 5 years after the initial term of registration of 10 years and the decision to renew would depend whether it is commercially viable and the decision of IPR cell shall be final.
- Patents - With respect to Patents, after grant of patent working reports and fees has to be paid as per the relevant charges applicable.

That the innovations which have been technically commercialized, the decision to maintain the

same shall be as per the agreement of commercialization. With respect to the other technologies and Intellectual property, the decision to maintain shall be on IPR Cell exclusively.

- Further, in cases where a joint owner is not interested in the IP it can be assigned back exclusively to NIFTEM. In that case the maintenance of IP shall be taken up by the IPR Cell.
- NIFTEM Maintenance Policy for both Indian as well as Foreign IP.

The inventors and NIFTEM shall make all endeavours for technology transfer of technical know-how and Intellectual property which vests with the research for optimal benefit of research.

Thus, if there is a successful technology transfer then the patent shall be maintained, expenses whereof shall be borne by the parties as per the technology transfer agreement. However, in case the technology is not commercialized the maintenance shall be only for a limited period of 5 years after the grant.

With respect to any foreign intellectual property, the same shall be maintained only if there is a technology transfer and as per the terms of the agreement therein.

That in case the inventors are unable to commercialize the innovation within a period of 5 years after grant, the Institute shall not be liable to maintain the patent further.

Final decision of discontinuing the Patent maintenance shall be as per policy and decision of IPR Cell shall be final. The members of IPR Cell shall maintain complete confidentiality regarding non-disclosure of any new invention of product or process to be undertaken at NIFTEM campus. For the same, they shall sign all relevant agreements in advance.

6.6 FILING OF IP

The Inventor and the team can provide their choice of filing whether through NIFTEM empanelled agencies, National Research Development Corporation (NRDC) or through Technology Information, Forecasting and Assessment Council (TIFAC). The same should be mentioned in the Invention Disclosure Form (IDF).

6.7 FILE ROUTING

The file route is depicted under figure 6-1.

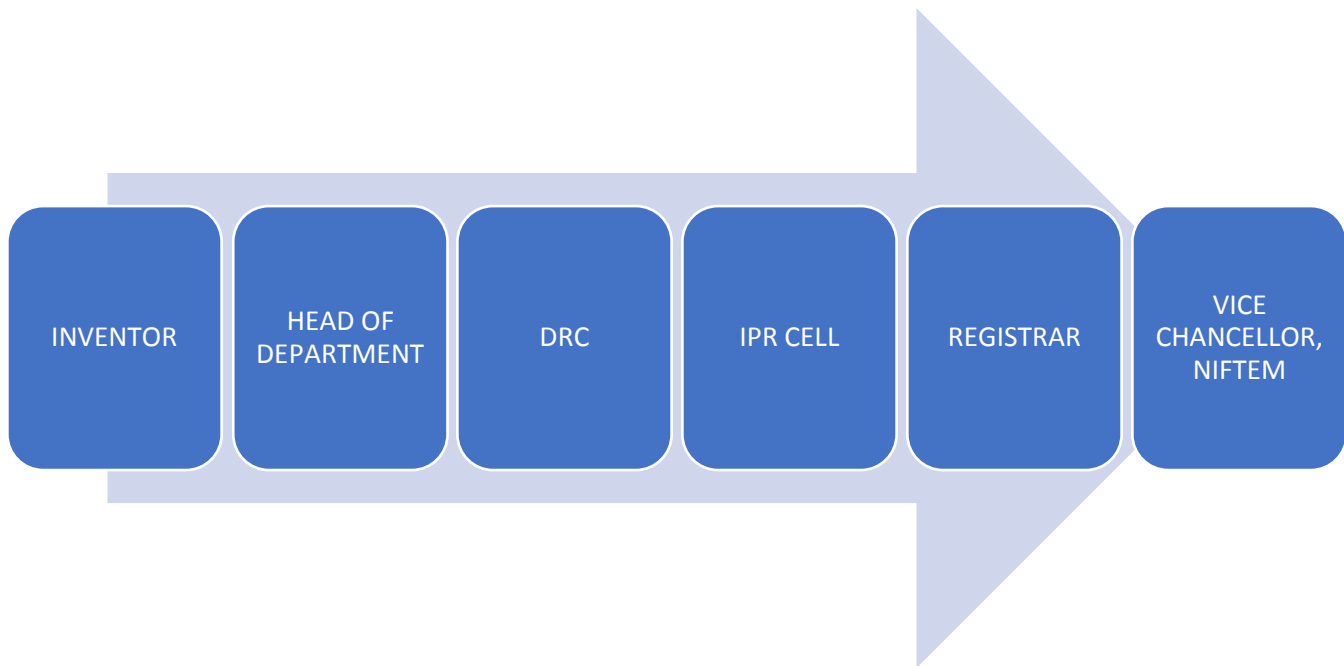


Figure 6-1 File Routing

The timelines for processing an IPR is mentioned under Table 6-1.

Table 6-1 Timelines

S.NO.	PARTICULARS	TIMELINES
1.	SUBMISSION OF IDF AND TECHNICAL WRITE UP TO DEPARTMENT HEAD	ZERO
2.	EVALUATION BY DRC WHETHER TO GO FOR PATENT PRIOR ART SEARCH OR NOT	7 DAYS
3.	SUBMISSION TO EMPANELLED CONSULTANT FOR PRIOR ART SEARCH FOR REPORT, EXPENSES TO BE BORNE BY DEPARTMENT	30 DAYS

4.	SUBMISSION OF IDF, DEPARTMENT COMMENTS AND PRIOR ART SEARCH REPORT TO IPR CELL	10 DAYS
5.	EVALUATION BY COMMITTEE ON FUNDING AND OWNERSHIP	30 DAYS
6.	RIGHT OF APPLICANT TO FILE PATENT IN INDIVIDUAL CAPACITY AFTER EXPIRY OF THESE 15 DAYS	
7.	COMMERCIALIZATION/TECHNOLOGY TRANSFER SUBMISSION OF PROPOSAL	ZERO
8.	APPLICANT AND TEAM TO SUBMIT MARKET RESEARCH FEASIBILITY STUDY TO COMMITTEE	30 DAYS
9.	COMMITTEE INTERNALLY ANALYSES THE TECHNOLOGY	30 DAYS
10.	DECISION TO BE COMMUNICATED TO THE APPLICANT	60 DAYS
11.	NO REVERT FROM COMMITTEE, INDIVIDUAL CAN PURSUE ON ITS OWN	AFTER EXPIRY OF TIME AS IN POINT 10

6.8 FUNDS FOR IPR

There shall be available three sources for funding IPR related activities.

- A. This will include Research Project Fund, Corporate Funds and Sponsorship. The funds shall be disbursed as per the evaluation of the technology and the final decision shall be of IPR Cell.
- B. Funds available under Professional Development Allowance (hereinafter termed as “PDA” for the sake of brevity) wherein , entire academic staff is entitled to Rs 3,00,000 for academic activities and therefrom a sum of Rs. 1,00,000/- can be earmarked for funding IPR related projects maximum.
- C. NIFTEM shall accord and allocate fund of Rs. 2,50,000/- + security (if any) for research as well as filing of relevant IPR to its faculty or students if approved by IPR Cell.

D. NIFTEM shall also allocate fund for maintenance of granted IP in India equivalent to the relevant government fees as payable for 5 years from the date of the grant subject to the technology transfer or commercialization. However, this amount should be within Rs. 1,00,000/- only. The international or foreign IP shall be maintained subject to its technology transfer or commercialization.

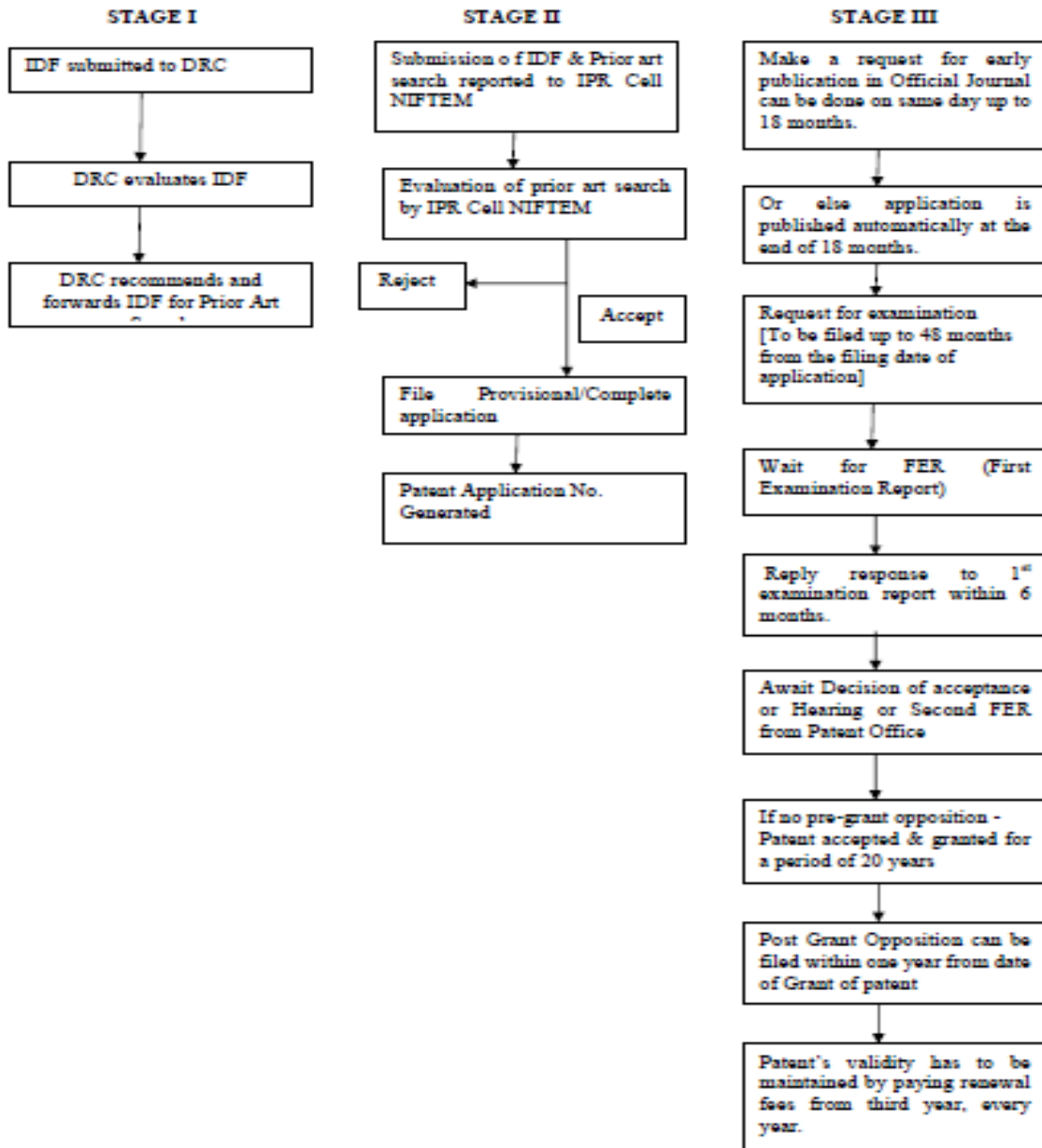


Figure 6-2 FlowChart

7 STRUCTURE AND ROLE OF IPR CELL

The cell shall be composed of a chairperson and Seven members. Out of seven members, six shall be internally as per the constitution and One shall be an external member.

7.1 CONSTITUTION OF IPR CELL

Table 7-1 CONSTITUTION OF IPR CELL

S.NO.	MEMBER	POSITION
1.	HEAD IPR CELL – NOMINATED BY THE DIRECTOR	HEAD IPR CELL
2.	MEMBER FROM AGRICULTURAL AND ENVIRONMENT SCIENCES) DEPARTMENT	ONE MEMBER
3.	MEMBER FROM BASIC AND APPLIED SCIENCES DEPARTMENT	ONE MEMBER
4.	MEMBER FROM FOOD ENGINEERING DEPARTMENT	ONE MEMBER
5.	MEMBER FROM FOOD, SCIENCE AND TECHNOLOGY DEPARTMENT	ONE MEMBER
6.	MEMBER FROM FOOD BUSINESS MANAGEMENT AND ENTREPRENEURSHIP DEPARTMENT	ONE MEMBER
7.	DEAN RESEARCH	ONE MEMBER
8.	EXTERNAL MEMBER PREFERABLY FROM IP/LEGAL BACKGROUND/SCIENTIST	ONE MEMBER

The External member shall be recommended by the IPR Cell and appointed after due approval of the competent authority. He / She will be a well-known practicing attorney or Scientist and would render the necessary advice to IPR Cell to provide information on IP Laws. The external member will also assist in drafting and evaluation MOUs and filling of patent and copyright applications, technology transfer agreements, costing, valuations and handle every supplemental legal

associated aspect. The External member could also be retired scientist and a person having prior knowledge and experience in handling Intellectual Property Matters. The external member shall be remitted a Sitting fees and expenses as per policy of the Institute.

Quorum of the Cell – Presence of 5 or more members is sufficient for the quorum of the IPR cell to conduct meetings and take decisions accordingly.

The cell shall inter-alia have the following responsibilities

- SCOPE OF IPR CELL – IPR CELL shall only handle, provide funds, defend, prosecute, assist and facilitate the technology transfer or filing of relevant IP pertaining to those applications or innovations which are routed through IPR Cell of the Institute. If any application is filed directly or through any other agency without permission or approval from IPR Cell, IPR cell will not be liable for any maintenance, dispute resolution or infringement action or assistance for commercialization of the said technology.
- IP COUNSELLING: IPR cell will counsel and interact with inventors of potential intellectual products and assist the Institute in identifying the IPR potentials.
- IP MANAGEMENT: Filing, maintaining and monitoring and managing of patents as well as other forms of IP and coordination between attorneys, faculty (inventor (s)), and NIFTEM authorities.
- IP TRANSACTIONS: Advising, drafting and monitoring of all IP related MOUs of NIFTEM.
- IP POLICY FORMULATION: Framing of IP policy and amendments from time to time for consideration of the Institute authorities.
- PROMOTING IP-AWARENESS: The IPR cell will undertake such measures which promote awareness of IP rights and strive to develop an IP culture within NIFTEM fraternity through medium of organizing workshops, awareness sessions and lectures from time to time.
- ASSISTANCE IN TECHNOLOGY TRANSFER: The IPR Cell shall handle transfer of all technologies and their commercialization developed at NIFTEM and/or outside as collaborative work with other Institute/Labs/Sites

- SAFEGUARDING THE INVENTORS RIGHTS – The Cell shall aim to facilitate and safeguard the inventors and researchers working for development of technologies, processes and products under the aegis of the Institute.

8 TECHNOLOGY TRANSFER AND COMMERCIALISATION

- a. In case IPR Cell is presented an invention that has to be protected, the very first step shall be signing of a Non-Disclosure Agreement among all interested parties. The inventor shall submit the Expression of Interest (EOI) for publication on website/newspaper pertaining to the said technology being available for commercialization and identify interested parties. Any technology or an innovative product shall be open for technology transfer irrespective of IP.
- b. NIFTEM shall strive to market the IP and identify potential licensee(s) for the IP to which it has ownership. In case NIFTEM is not able to commercialize the IP in a reasonable time frame, then it may reassign the rights of the IP to the creator/owner of the IP.
- c. Whether the invention or technology or know-how developed by faculty, Student or Support Staff at NIFTEM has been formally protected by patent(s) or not, NIFTEM shall have the right to monetize or commercialize them through transfer of technology. Any dispute regarding this matter shall at first instance be taken to relevant stakeholders in -IPR Cell.
- d. The IPR Cell and interested parties can jointly or severally identify potential licensee(s) or transferee(s) for the same subject to the Revenue sharing mechanism.
- e. In case of presence of a sponsor, the sponsor will have the first right to commercially utilize the technology know-how emanating from the collaboration activity only if it has been pre-specified in the prior agreement between NIFTEM and sponsors. Absence of any communication from the end of sponsor shall be deemed to be an automatic relinquishment of all IP.
- f. The licensing/sub-licensing for commercialization would be on the terms and conditions duly executed by the Parties (Inventors, NIFTEM and the Sponsor) as per the terms and conditions in the “License Agreement for Technology Transfer from NIFTEM”, Annexure to the policy as approved in 32nd BOM which may involve technology transfer fee and/or royalty payment or any other form of benefit sharing.
- g. In the event of the above Sponsor not undertaking the commercialization within a period of 36 months/3 year from the first date of license or transfer of the technology, NIFTEM

reserves the right to transfer the said know-how to a Third Party for its commercialization and use.

- h. In the absence of any non-commercial collaborating research organization which has contributed to the development of technology know-how, then NIFTEM shall have the sole right on the Revenue from such commercialization unless agreed otherwise before the commencement of the project.

9 RIGHTS AND RESPONSIBILITIES OF CREATOR/AUTHOR

9.1 RIGHTS OF INVENTORS

- a. There shall be no publication of any abstracts or research articles, presentation of work in public interfaces like conferences, newspapers during the process of obtaining IPR protection. However, after the filing of patents either in provisional or in full, innovators would be able to bring their innovation to public domain. With respect to other kinds of IP, decision of IPR Cell shall be final and binding on all parties whatsoever.
- b. Inventors through the IPR Cell shall enter into Non - Disclosure Agreement (NDA)/Confidentiality Agreement before sharing proprietary or confidential information with any third party apart from inventors.
- c. Inventors should make IP protection agreement as part of Collaborative research agreement to deal with any other obligations and situations that might arise.
- d. Inventors and/or the IPR Cell shall allow third party use of the technology, know-how or IP only after due execution of Non - Disclosure, Tech-Transfer or License Agreement or any other relevant agreements respectively.
- e. Innovations and practices associated with use and application of traditional knowledge and biological resources shall abide by the provisions of the Biological Diversity Act, 2002.

9.2 ROLE AND RESPONSIBILITIES OF STUDENTS

1. In case any student while undertaking an internship programme makes use of institute resources then it shall be incumbent on the concerned student/students to provide all relevant details of the research. Intellectual Property in all such cases shall be jointly owned by NIFTEM and corporate offering internship programme to the concerned student. All relevant NDA and other agreements shall be duly signed by all interested parties. NIFTEM reserves the right to charge a specific amount of fee as decided by concerned Faculty Lab Incharge or Head of Department depending on duration and nature of the project.
2. In case a student is working on a project without using institute resources in all such cases though NIFTEM shall have no right over any kind of IP but for the purposes of academic

evaluation, students shall be bound to disclose all relevant details relating to concerned project.

3. After passing out from NIFTEM, any student who has developed any product or a process or any other kind of IP using NIFTEM resources on which NIFTEM is claiming ownership or was part of NIFTEM specific IP related research then that student shall be bound to enter into an unconditional agreement with NIFTEM regarding non-disclosure of sensitive details.
4. That the information and access to education material provided to students including but not limited to power point presentations, notes, study material, library subscription and user details and lecture recordings as provided by the faculty or the Institute shall be kept in confidentiality and not used or circulated by the student for any commercial benefit.

10 REVENUE SHARING

To provide greater impetus for research and innovation, NIFTEM will share with its inventors and concerned departments, the monetary benefits from transfer/commercialization of technologies.

The revenue arising out of licensing of IPR, technology transfer, Know-how in the form of lump sum payments or annual or periodic royalty or any other form of benefit sharing in favour of NIFTEM would be allocated in the ratio as mentioned below. This revenue sharing model is also proposed for the “License agreement for Technology Transfer from NIFTEM” already approved in the 32nd Board of Management meeting.

Revenue refers to all financial benefits in connection with any project or venture related to intellectual property rights, technology transfer and commercialization.

10.1 REVENUE SHARING MODEL

S.NO.	VALUE OF TECHNOLOGY TRANSFER*	STAKEHOLDERS	PERCENTAGE*
A:	UPTO RS. 5,00,000	NIFTEM	30
		INVENTORS/CREATORS/ TEAM	70
B:	ABOVE 5,00,000	NIFTEM	40
		INVENTORS/CREATORS/ TEAM	60 (AS PER MUTUAL AGREEMENT BETWEEN THE TEAM)

10.2 PARAMETERS

Applicable to all the license agreements including technical know-how or License Agreement for technology transfer.

Value of Technology Transfer – The value of technology transfer for the purposes of Revenue sharing shall be the lump sum amount as per the terms of the commercialization.

Percentage – At the outset, the expenses incurred for the technology transfer/commercialization or any other overhead charges shall be deduced and refunded to the Institute. From the balance, the amount as required for maintenance of patent shall also be earmarked and balance shared as per the above percentages.

11 EMPANELMENT OF IP ATTORNEYS

IPR attorneys or firms having at least five years of experience for filing and prosecuting of all Intellectual property matters including Copyright, Trademark, Patent, Designs applications in all disciplines at national and international level up to grant, maintenance and handling can apply.

11.1 SCOPE OF WORK

1. The applying Firm/ Attorney should be able to provide services for: Filing, prosecution, maintenance, opposition, litigation, revocation, restoration and any other proceedings in respect of patent applications and for registration /securing of other forms of IP in India and International patents and other IPR.
2. The concerned firm/attorney should also be eligible to apply for all other forms of IP and related work comprising services for any IP related work, copyright matters, design, trademark, layout design, geographical locations, opposition, litigation, revocation, restoration, representation before Appellate Board in India, ownership of patents, sharing of fees and earnings with respect to commercialization of patents, miscellaneous actions under the relevant Act and any other proceedings in India.
3. Other IP related work comprising of drafting of agreements, negotiations, Memorandum of Understanding, Freedom to operate searches, Landscape searches, Infringement analysis, assistance in licensing and other IP Management matters like IP audit, IP valuation, commercialization strategy and opinion/advice relating to IP matters.
4. The Firm/ Attorney should possess professional expertise both in legal and technical field of Science, Technology, Biotechnology and Engineering.
5. The Firm/ Attorney must have the requisite infrastructure and be financially sound.
6. The Firm/ Attorney should have a local office in India, and an established network of top leading foreign attorney firms worldwide who can handle the assigned work with respect to NIFTEM's patent applications and other forms of IP.
7. Concerned Attorney must coordinate with concerned faculties for the all activities.

11.2 QUALIFICATION/ELIGIBILITY CRITERIA

Table 11-1 Qualification/Eligibility Criterion

S.No.	DESCRIPTION	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS REQUIRED
	General and past experience	<ol style="list-style-type: none">1. The Firm/ Attorney should have at least a period of 10 years' experience in relevant IPR field including its dispute/court case management.2. The Law Firm should have a valid PAN Number.3. The Firm/ Attorney must be based in India preferably NCR.4. The Firm should not have been Blacklisted/debarred by any Institution of the Central or State Government, Govt. Departments/PSUs/Autonomous Bodies or concerned Bar Council in the last Five years and no bankruptcy/liquidation proceedings have been initiated against it by any entity/government or quasigovernment agency of PSU.5. Self-declaration affirming the eligibility by the applicant.	Relevant documents in support of claim with self-certification to be submitted. Marking shall be done as per internal parameters and any firm scoring above 60 shall be entitled to be considered.

11.3 TERMS AND CONDITIONS FOR EMPANELMENT

1. It should have rendered IPR services in Engineering, Science and Technology Disciplines during last five years for Government/Semi-Government/Autonomous institutions and Universities and Reputed Corporate Clients.

2. The total period of empanelment will be five years from the date of issue of offer for empanelment. However, IPR Cell shall review the performance after 3 (three) years and in case the performance is not satisfactory then the agreement shall be terminated after the expiry of three years.
3. The period of empanelment can be extendable for a further period of two more years on same rate, terms and conditions of the contract, depending upon the satisfactory performance/services during the period of empanelment.
4. The empanelment shall be as per the technical and financial bid submitted by the agencies. No advance payment will be made.
5. The payment of dues to the concerned empanelled agency will be made on the basis of invoices submitted on quarterly basis and certification of the IPR Cell that looks after the Patenting and IP matters to the effect of work done and satisfactory performance as per the rates approved. The inventor shall produce the proof to the IPR cell for the payment.
6. Tax Deduction at Source (TDS) shall be deducted from each bill/invoice (as applicable) of the agency under the statutory rules of Union Govt. in respect of Income Tax and other Taxes etc., and other applicable laws. The contract shall be interpreted in accordance with the laws of Union of India. For judicial adjudication, the disputes, if any, arising out of the Contract shall be subject to the jurisdiction of the Courts in Sonapat, Haryana only and will be settled accordingly.
7. All disputes arising out of execution of the contract shall be settled through arbitration. Both the parties shall first try to resolve the disputes amicably by mutual consultation. If they fail to resolve the disputes by such mutual consultation within 21 days, then, depending upon the position of the case, either of the party shall give notice to the other party of its intention to commence arbitration as per the Indian Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Sonapat, Kundli, Haryana and the language of the arbitration shall be English.
8. The arbitrator shall be appointed by mutual consent of both the parties and in case of any dispute, the same can be appointed as per the Act. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996.

9. Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer his obligation under the contract and the same shall be carried out strictly in accordance with the terms & conditions of the contract.
10. The empaneled agency will give an undertaking to the effect that it shall maintain full confidentiality of all the cases referred to it and shall not disclose any data/information to the unauthorized person or agency.
11. Tenders received after prescribed closing date and time shall not be accepted under any circumstances. Bids received in the format prescribed in this tender document shall only be considered. Bidders have to furnish the Technical and Financial Bids, only in the prescribed formats as enclosed. Bids not received in the prescribed format shall be rejected and no correspondence in this regard will be entertained.
12. The final selection will be based on evaluation process which will have 60:40 percent weightage on technical and financial assessment respectively.

11.4 DOCUMENTS DETAILS TO BE MANDATORILY SUBMITTED:

1. Name of Firm/Attorneys:
2. Permanent Address and Telephone No.
3. Full Postal Address, Telephone/Fax No./E-mail:
4. Details of infrastructure, persons employed and number of offices/branches available
5. Firms Incorporation certificate or partnership deed or document of registration
6. Number of years of experience
7. Number of Trademark and patent applications handled in the last 5 calendar years
8. Number of International/ Foreign patents handled in the last 5 calendar including PCT
9. Financial turnover in the last five financial years
10. No. dispute / cases handled related to Patents in the last 5 calendar years
11. PAN No.
12. TAN/Professional Tax, Sales Tax and Service Tax Registration. Nos.
13. Income Tax Return (last three years)
14. An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company has never been black listed or changed the name of the firm (in original

15. An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (in Original
16. Acceptance Certificate
17. Letter of Consent

12 POLICY FOR START UP

In its commitment to promote innovation as well as entrepreneurship, NIFTEM shall encourage students actively involved in the research and development for entrepreneurship. Any start-up Business Plan shall be approved only after discussion among relevant stakeholders and after signing relevant agreements.

The start-ups in the specified instances shall be licensed IPs owned by NIFTEM on a limited exclusivity basis initially for a period of 3 years. The licensing fee may be decided depending on the nature of funding available for such a venture including the possibility of making the know-how/technology available even without any license fee. Licensing fee for different ventures may vary and there will not be any uniform structure applicable to all owing to dynamic nature of business environment in the world at present. However, all such licensing should be accompanied by an appropriate agreement and a monitoring mechanism. During the limited exclusivity period, the start-up shall have 'no rights to sub-license' to any Third party.

In case any start-up fails to achieve commercial breakthrough within the allotted period, the exclusivity of the license to the start-up shall be forfeited. Since institute shall be financing startups depending upon peculiar circumstances, IP developed by startups shall also have share of institute depending upon surrounding circumstances in each case. Final decision regarding institute share shall be taken by IPR Cell.

13 INFRINGEMENTS AND DAMAGES

1. The owner or creators of any intellectual property under the terms of this policy shall be required to make a declaration that the intellectual property does not infringe on any existing intellectual property or other legal rights of third parties whatsoever.
2. A document showing necessary proof regarding permission of use from owner should be produced in case any part of the work is not the original work or creation of the owners. There should be proper and clear certification regarding the work containing no libelous material nor material that invades the right to privacy of anyone.
3. In case there is a situation that involves making of false claims, by the owner, the Institute will take immediate steps to dissociate itself from the said intellectual property.
4. All agreements with owners should necessarily and as a matter of policy indemnify the Institute against all damages arising out of any litigation involving concerns regarding IP.
5. Any infringement reported by the inventor will be dealt by IPR cell, only if the IPR application is filed through IPR cell route only otherwise the inventor has to handle it.

14 LIABILITY AND INDEMNITY

As a matter of policy, the Institute shall, in any contract between the licensee and the Institute, seek indemnity from any legal proceedings.

The Institute shall also ensure that the Institute personnel be it management, faculty, students or any other people employed by institute in any capacity; have an indemnity clause built-into the agreements with licensee while transferring technology or copyrighted material to licensees.

The Institute shall retain the right to engage or not in any litigation concerning patents, trademark, copyrights or any other IPR dispute and license infringements. All relevant decisions shall be made in consultation with IPR Cell and relevant stakeholders.

15 CONFLICT OF INTEREST

The inventors and all concerned parties are required to disclose any conflict of interest or potential conflict of interest.

If the inventor and/or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and/or their immediate family have in the company.

A license or an assignment of rights for a patent to a company in which the inventors have a stake shall be subject to the approval of IPR Cell.

In case any agreements need to be signed with this regard, the same shall be communicated depending on terms and conditions specific to particular circumstances.

16 DISPUTE RESOLUTION

In case of any disputes between the Institute and the inventors or any third party regarding the implementation of the IP policy or any related agreement, the aggrieved party may appeal to the IPR Cell.

Efforts shall be made to address the concerns of the aggrieved party via mediation in the first instance within NIFTEM premises in presence of all stake holders. The IPR Cell's decision in this regard would be final and binding.

17 JURISDICTION

As a policy, all agreements to be signed or entered into by NIFTEM are subject to the jurisdiction of the courts in Sonipat, Haryana and shall be governed by appropriate laws in India.

18 POWER TO AMEND POLICY

Any amendment to existing policy shall be done only after due approval from IPR Cell and all relevant stakeholders and in writing duly approved by the Competent Authority.

19 FREQUENTLY ASKED QUERIES

1. What is Intellectual Property Right (IPR)?

IPR is a general term covering Patents, Design, Trademarks, Copyright, and layout design of Integrated Circuits, Trade Secrets, Geographical Indications and Plant Variety Protections. They allow the creators or owners of IP to benefit from their work or from their investment in a creation by giving them control over how their property is used.

2. What is Intellectual Property?

Intellectual property (IP) refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce. IP covers a vast range of activities, and plays an important role in both cultural and economic life. This importance is recognized by various laws which protect intellectual property rights. By striking the right balance between the interests of innovators and the wider public interest, the IP system aims to foster an environment in which creativity and innovation can flourish. All intellectual property rights are territorial in nature except Copyright as it is valid in all member states of Berne Convention.

3. Why does IP matter?

Countries have laws to protect intellectual property for two main reasons. One is to give statutory expression to the moral and economic rights of creators in their creations and the rights of the public in access to those creations. The second is to promote, as a deliberate act of Government policy, creativity and the dissemination and application of its results and to encourage fair trading which would contribute to economic and social development.

4. Different types and categories of IP?

IP is often divided into two main categories:

Industrial property includes patents for inventions, industrial designs, trademarks and geographical indications.

Copyright and related rights cover literary, artistic and scientific works, including performances and broadcasts.

5. What are the legislations covering IPRs in India?

Patents:

The Patents Act 1970 and Rules amended in 2020

Ref. Link: <http://ipindia.nic.in/acts-patents.htm>

Design:

The Design Act 2000 and Rules amended in 2014

Ref. Link: <http://ipindia.nic.in/acts-designs.htm>

Trademarks:

The Trade Marks Act 1999 and Rules amended lately in 2010

Ref. Link: <http://ipindia.nic.in/acts-rules-tm.htm>

Copyright:

The Copyright Act, 1957 and Copyright rules 2013

Ref. Link: <http://copyright.gov.in/Documents/CopyrightRules1957.pdf>

Layout Design of Integrated Circuits:

Semiconductor Integrated Circuits Layout Design (SICLD) Act 2000

Ref. Link: <http://sicldr.gov.in/Resources/SICLD-Act-English.pdf>

Geographical Indications:

The Geographical Indications Act, 1999 and Rules

Ref. Link: <http://ipindia.nic.in/acts-gi.htm>

Plant Variety Protection Act:

Protection of Plant Variety & Farmers Rights Act, 2001

Ref. Link: <http://www.plantauthority.gov.in/index.htm>

6. Who are responsible for administration of IPRs in the country?

Patents, Copyright, Designs and Trademarks are all under the Ministry of Commerce and Industry under the aegis of Department of Industrial Policy and Promotion.

7. What is a patent?

A patent is a legal monopoly which is granted for a limited time to the owner of an invention. Patent rights are granted by the state. Merely to have a patent does not give the owner the rights to use or exploit a patented invention: that right may still be affected by other laws such as health and safety regulation, or the food and drugs regulation or even by away, inherited, sold, licensed and can even be abandoned. As it is conferred by the state, it can be revoked by the state; it can be revoked by the state in certain cases even after grant.

8. What is the distinction between patented invention and know-how?

The law does not require that the information disclosed in the patent specification be sufficient for commercial exploitation of the invention. Thus, a patent might not disclose sufficient information for commercialization.

Know-how on the other hand, covers all information necessary to commercialize the invention e.g. setting up a production plant. Such information would include for example, details of the production methods, the design drawings etc. It is this known-how developed around an existing

patent and commercialized subsequently will be an infringement of the patent unless the patentee had agreed to commercialization on mutually agreed terms.

9. How is an invention interpreted?

To be patentable the invention must fulfil all three parameters of novelty, inventiveness and industrial application. An invention involves an inventive step if it is not obvious to a person 'skilled in the art' having regard to any matter which forms part of the state of the art but disregarding unpublished pending patent applications. Simplicity is not necessarily an objection for securing a patent.

Invention means any new and useful:

- a. Art, process, method or manner of manufacture
- b. Machines, apparatus or other article
- c. Substances produced by manufacture, and include any new and useful improvements of any of them and an alleged invention. However, inventions claiming substances intended for use; or capable of being used, as food or as medicine or drug or relating to substances prepared or produced by chemical processes (including alloys, optical glass, semi - conductors and inter-metallic compounds) are not patentable.

10. How is the novelty of an invention determined?

The novelty is judged taking into consideration the knowledge available in India and elsewhere in the time of filling the application for a patent. In other words, the invention should not be known through patent or any other publication or obviousness anywhere in the world prior to filing of the application for a patent.

11. What are the types of inventions which are not patentable?

- a. An invention which is frivolous or which claims anything obviously contrary to well established natural laws e.g., different types of perpetual motion or machines which violate the third law of thermodynamics.

- b. An invention the primary or intended use of which be contrary to law or morality or injurious to public health e.g. a process for the preparation of a beverage which involves use of a carcinogenic substance, although the beverage may have higher nourishment value.
- c. The mere discovery of a scientific principle or formulation of an abstract theory e.g. Raman Effect.
- d. The mere discovery of any new property or new use of a known substance or the mere use of a known process, machine or apparatus unless such a known process results in a new product or employs at least one new reactant.
- e. A substance obtained by a mere admixture resulting only in the aggregation of the properties of the components thereof or a process for producing such substance.
- f. The mere arrangement or rearrangement or duplication of features of known devices each functioning independently of one another in a known way.
- g. A method or process of testing applicable during the process of manufacture for rendering the machine, apparatus or other equipment more efficient.
- h. A method of agriculture or horticulture.
- i. Any process for medicinal, surgical, curative, prophylactic or other treatment of human 'beings, or any process for a similar treatment of animals or plants.
- j. Invention relating to atomic energy.

12. When should an application for a patent be filed?

Filing of an application for a patent should be completed at the earliest possible date and should not be delayed until the invention is fully developed for commercial working. An application filed with provisional specification disclosing the essence of the nature of the invention helps to register the priority by the applicant. Delay in filing an application may entail some risks like (i) other inventors might forestall the first inventor in applying for a patent for the said inventor (ii) there may be either an inadvertent publication of the invention by the inventor himself/herself or by others independently of him/her.

13. What are the essential patent documents to be generated and submitted by a potential patentee?

There are two types of patent documents usually known as patent specification namely

I. Provisional Specification:

A Provisional Specification is usually filed to establish priority of the invention in case the disclosed invention is only at a conceptual stage and a delay is expected in submitting full and specific description of the invention. Although, a patent application accompanied with provisional application does not confer any legal rights to the applicants, it is, however, a very important document to establish the earliest ownership of an invention. It is essential to submit the complete specification within 12 months from the date of filing the first application. This period is extendable by 3 - 6 months.

Complete Specification:

- II. Submission of Complete Specification is necessary to obtain a patent. The contents of the specification would include information regarding the field to which the invention relates, background of the prior art giving drawbacks connected to the hitherto known details of the invention, the best mode of carrying out the invention and claims defining the scope of the invention. The contents of the complete specification should enable a reasonably skilled person in the art to work the invention without the help of the inventor.

14. What are the criteria for naming inventors(s) in an application for patent?

The naming of inventors is normally decided on the basis of the following criteria:

- a. All persons who contribute towards the development of patentable features of an invention should be named inventors(s).
- b. All persons who have made intellectual contribution in achieving the final results of the research work leading to a patent, should be named inventor(s).
- c. A person who has not contributed intellectually in the development of an invention is not entitled to be included as an inventor.
- d. A person who provides ideas needed to produce the germ of the invention'' need not himself/herself carry out the experiments, construct the apparatus with his/her own hands or make the drawing himself/herself. The person may take the help of others.

Such persons who have helped in conducting experiments, constructing apparatus or making the drawings of models without providing any intellectual inputs are not entitled to be named inventors.

15. Can a published or disclosed invention be patented?

No, Publication or disclosure of the invention anywhere by the inventor before filing of a patent application would disqualify the invention to be patentable. Hence inventors should not disclose their inventions before filing a patent application. If published after filing of the patent application, the number and date of the patent application should be given by way of information to public. However, the law permits honest disclosure for some time period.

16. What is the term of a patent in Indian system?

Term of every patent in India is 20 years from the date of filing of patent application. However, in case of applications filed under PCT the term of 20 years begins from International filing date.

17. How does one keep a patent in force for the full patent terms?

A patent has to be renewed from time to time by paying the prescribed renewal fees. If the patent is not renewed, it will cease to remain in force and the invention becomes open to public.

18. What is expected from a patentee?

A patentee must try to ensure that the patent is worked in India on a commercial scale and without undue delay. The patent is not granted to allow the patentee to enjoy a monopoly for the importation of the patented article. In other words, a patentee cannot sit over an invention and block the use of that invention.

19. What is the nature of information needed while consulting a patent attorney?

- An explanation of the history of the invention, where you got the idea from, how you developed it, any early failures and possible prototypes, with all your laboratory note books, etc., if possible. This will help the patent agent to explain the inventive step which is necessary to establish to obtain the patent, and it also increases his or her understanding of the invention so as to maximize the skill with which he or she can draft claims and specifications for it.

- A detailed description of the best way of putting the invention into practical use, results of your tests and trials, etc., including all the failures and defects.
- Alternative ways of using the invention, and the substitutes for parts of it, i.e. will one chemical compound do as well as any other in the process, is there an optimum size, etc. it may be worth drafting the patent widely enough to cover less satisfactory alternatives if this is possible to prevent rivals from marketing a less satisfactory competing product which because of its defects might bring the whole genre of product into disrepute.
- Both after an initial search and during the course of the patent application it is important to respond quickly and accurately to queries which the patent agent may have, to help patent application on the way and to save you money. Thus, the applicant should in particular keep the patent agent informed of any new developments or improvements or other changes made to the invention and any rivals which appear etc.

20. What are the different types of work covered under copyright?

Copyright covers:

- I. Literary, dramatic and musical work. Computer programmes/ software's are covered within the definition of literary work.
- II. Artistic work.
- III. Cinematographic film includes sound track and video film.
- IV. Record- any disc, tape, perforated roll or other device.

21. What can be filed as Trademarks/Service Marks?

The brand or mark used for commercializing the product or service can be applied for under trademark. It includes word, logo, mark, tagline or a combination of the same.

22. What are the rights of a copyright holder (which when violated lead to infringement)?

a) In the case of literary, dramatic or musical work, not being a computer programme:

- I. To reproduce the work in any material form including the storing of it in any medium by electronic means.
- II. To issue copies of the work to the public not being copies already in circulation.
- III. To perform the work in public, or communicate it to public.
- IV. To make any cinematograph film or sound recording in respect of the work.
- V. To make any translation of the work.
- VI. To do, in relation to a translation or an adaptation of the work, any of the acts specified in relation to the work in sub-clauses (i) to (vi).

b) In the case of computer programme:

- I. To do any acts specified in clauses (a);
- II. To sell or give on hire, or offer for sale or hire any copy of the computer programme, regardless of whether such copy has been sold or given on hire on earlier occasions.

c) In the case of an artistic work

- I. To produce the work in any material form including depiction in three dimensional or two - dimensional form.
- II. To communicate the work to the public.
- III. To issue copies of the work to the public not being copies already in circulation.
- IV. To include the work in any cinematograph film.
- V. To make any adaptation of the work.
- VI. To do in relation to an adaptation of the work, all of the acts specified in relation to the work in sub-clauses(i) to (iv).

d) In the case of a cinematograph film

- I. To make a copy of the film including a photograph of any image forming part thereof;

- II. To sell or give on hire or offer for sale or hire, any copy of the film, regardless of whether such copy has been sold or given on hire on earlier occasions.
- III. To communicate the film to the public.

e) In the case of sound recording

- I. To make another sound recording embodying it.
- II. To sell or give on hire, or offer for sale or hire, any copy of the sound recording, regardless of whether such copy has been sold or given on hire on earlier occasions.
- III. To communicate the sound recording to the public Explanation:- For the purpose of this section, a copy which has been sold once shall be deemed to be a copy already in circulation.

23. What is the term of a copyright?

- a. If published within the life time of the author of a literary work the term is for the life of the author plus 60 years.
- b. For cinematographic films, records, photograph, posthumous publication, anonymous publication, works of government and international agencies the term is 60 years from the beginning of the calendar year following the year in which the work was published.
- c. For broadcasting the term is 25 years from the beginning of the calendar year following the year, in which the broadcast was made.

24. What is the term of Trademark?

A trademark once registered is valid for a period of 10 years from the date of application. It can be renewed after every 10 years for another 10 years and thus if maintained can be held across generations.

25. What is a Design?

A design protection is for the aesthetic value of the product. It does not claim any mechanical or functional feature but only the creativity and innovation in surface ornamentation, placement, look of the product.

26. What is the term of Design?

A design is registered initially for a period of 10 years and can be renewed for next 5 years.

27. Is there any additional requirement for filing of patent applications in respect of microbiological inventions?

In addition to the various forms required to be filed at the time of filing the patent application, the applicant is also required to deposit the new strain of a microorganism if used in the invention disclosed in the patent specification, in a recognized depository which assigns a registration number to the deposited microorganism, before filing for the patent application. This number needs to be quoted in the patent application.

28. Are there any specific instructions to inventors in respect of filing for patent applications where their invention lies in biological material?

The Patents Act, 1970 as well as the Biological Diversity Act, 2002 stipulates that the source and geographical origin of the biological material should be clearly disclosed in the patent specification. Further, according to the provision of Section 6 of the Biological Diversity Act, if the biological material used in the invention is from India, permission from the National Biological Authority has to be obtained by the applicant, and the same should be submitted to the Patent Office before the grant of patent.

29. Is it essential to deposit biological material in the international depository authority?

If the invention uses a biological material which is new, it is essential to deposit the same in the International Depository Authority (IDA) prior to the filing of the application in India in order to supplement the description. The description in the specification should contain the name and address of the International Depository Authority and, date and number of deposition of Biological material. If such biological material is already known, in such case it is not essential to deposit the same. For more details log on to www.ipindia.gov.in.

30. Is there any International Depository Authority in India?

Yes, there is an International Depository Authority in India located at Chandigarh which is known as Institute of Microbial Technology (IMTECH). The more details regarding the said depository authority can be had on its website <http://imtech.res.in/>

31. Is it necessary to show working of a patent after grant?

Under the provisions of section 146, every patentee or a licensee, is required to furnish the information relating to working of patent, statement as to the extent to which the patented invention has been worked. This must be submitted on Form 27 by 31 March each year for the previous year ending 31 December.

32. How patent applicant can get economic value form his/her/their patent?

The licensee can file application for registration of his rights as a licensee under the concerned license agreement with the Controller of Patents within six months of the date of agreement in Form 16. A similar application to register the transfer of interest shall also be filed by the licensor.

20 ANNEXURE 1 – FORMS

21 ANNEXURE II – LICENSE AGREEMENT

NIFTEM

Intellectual Property Rights (IPR)

Policy Forms & Agreements

Prepared by

Intellectual Property Rights Cell, NIFTEM



National Institute of Food Technology Entrepreneurship and Management
Deemed to be University (De-novo Category) under section 3 of UGC Act, 1956 &
An Autonomous Institute under Ministry of Food Processing Industries, Govt. Of
India, NIFTEM Campus, Plot No 97 Sector-56, HSIIDC Industrial Estate
Kundli, Sonapat-131028

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NIFTEM EMPLOYEE AGREEMENT FORM

(Declaration to be signed By All Academic and Technical Staff Joining National Institute of Food Technology Entrepreneurship And Management, Kundli, Sonipat)

1. This is to declare that I have read and understood the policy of the National Institute of Food Technology Entrepreneurship and Management, Kundli, Sonipat with respect to intellectual property and the rights and that I agree to be abide by it and to follow its provisions during the period of my employment in the Institute.

2. I agree to report and to disclose full details, to the relevant authorities of the Institute any patentable or commercialize intellectual property that I may generate or participate in generating in accordance with the provisions of the Intellectual Property Policy.

3. (Strike out whichever is not applicable)
 - (a) I certify that I am at present under no contractual obligation with any person or organization.

Or
 - (b) I am at present under the contractual obligations detailed below:

(Attach a separate sheet, if necessary)

4. I agree to share all intellectual property generated during the course of my work with the Institute in accordance with the Intellectual Property Policy of the Institute in vogue at

the time of creation of the intellectual property.

5. I undertake to behave with dignity and broadness of mind while sharing intellectual property rights with my coworkers – students, faculty, technicians and other supporting staff as well as visitors.

Name :

Designation :

Department :

(Signature)

Employment Code :

Date

NATIONAL INSTITUTE OF FOOD TECHNOLOGY ENTREPRENEURSHIP AND MANAGEMENT (NIFTEM)

NIFTEM EMPLOYEE CONSENT FORM

**(Consent form to be signed by author/creator for online streamlining of video/audio lecture
or any other virtual mode of education)**

1. This is to consent the online release/publication of the lecture recordings/audio recordings/virtual teaching material developed by me for the academic purposes for the Institute and the students on any online portal other than of NIFTEM.
2. That the consent is for academic purposes only and in case there is any misuse or commercial benefit being taken from the said copyright, the same shall nullify the consent.

Name :

Designation :

Department : (Signature)

Employment Code : Date



NATIONAL INSTITUTE OF FOOD TECHNOLOGY ENTREPRENEURSHIP AND MANAGEMENT (NIFTEM)

WORK FOR HIRE – AGREEMENT

I, _____ hereby certify that the
work:

(The “Work”; attach additional sheet if necessary to accurately describe the work) is specially commissioned by National Institute of Food Technology Entrepreneurship and Management, Kundli, Sonipat for a consideration and is to be considered a “work for hire”.

I undertake that during the course of my work, I shall not use any material protected under copyright laws beyond the scope of fair use except those for which explicit permission of the owner has been obtained. Further, I am not entitled to reproduce elsewhere any potential copyrightable material generated during the period of this agreement or after its termination except that which falls under fair use. 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, will 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.

I hereby assign and/or transfer to Institute, absolutely and forever, all rights related to intellectual property generated during commissioning of the work or after its termination.

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

Name:

Address:

Work-for-hire agreement tenable at Department:

Signature

In the project:

Date

**NATIONAL INSTITUTE OF FOOD TECHNOLOGY
ENTREPRENEURSHIP AND MANAGEMENT (NIFTEM)**

**DECLARATION BY THE STUDENT / SCHOLAR / PROJECT
STAFF ENGAGED IN PROJECT / DISSERTATION WORKS**

I/We, Mr./Ms./Dr. _____ Roll No.:

_____ and Mr./Ms./Dr. _____ Roll No.:

registered as research scholar or student of programs such as B. Tech./ M.Tech./ M.S. /M.Sc. / PhD in the Department of _____, National Institute of Food Technology Entrepreneurship and Management, Kundli, Sonipat (hereinafter referred to as the “Institute”) do hereby declare that I/we shall start working on a project entitled:

I/We declare that:

1. I/We shall respect the intellectual property of others. I/We shall not knowingly or unknowingly use any protected inventions / designs / materials held by others for our purpose without paying the license fee.
2. I/We shall not use any unlicensed modeling/ drafting/ word processing/ Programming software for my/ our purpose.
3. I/We shall not use any material protected under copyright law except beyond the scope of fair use for our purpose.
4. In the course of project work, if any IP is generated I/we shall proceed as per the IP Policy of the Institute for possible protection and subsequent commercialization.

5. I will refrain from recording or sharing audio or visual recordings of lectures physically or virtually given by academic staff in NIFTEM classrooms physical or online or remote.

Name of the Student

Signature of student

with date

Name of the Supervisor

Signature of the Supervisor with date

Signature of the Head of the Department with date

NATIONAL INSTITUTE OF FOOD TECHNOLOGY ENTREPRENEURSHIP AND MANAGEMENT (NIFTEM)

DECLARATION BY THE AUTHOR OF THE THESIS OR DISSERTATION SUBMITTED TO NIFTEM

I, Mr./Mrs./Miss/Dr. _____ Roll No.

Registered as a research Scholar or a student of programs such as B. Tech./ M.Tech./ M.S/ M.Sc.
/ Ph. D in the Department of _____

National Institute of Food Technology Entrepreneurship and Management, Kundli, Sonipat
(hereinafter referred to as the 'Institute') do hereby submit my thesis, entitled:

(Herein referred to as 'my thesis') in printed as well as in electronic forms for holding in the
library of records of the Institute.

I hereby declare that:

1. The electronic version of my thesis submitted herewith on CDROM/USB DRIVE or uploaded is in PDF Format.
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 those 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 to any user in both hard copy (printed) and electronic forms.
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 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. I 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.
8. I agree to allow the Institute to publish such copies of the electronic version of my thesis on a public access website of the internet.
9. If in the opinion of the Institute my thesis contains patentable or copyrightable material and if the Institute decides to proceed with the process of securing copyrights and/or patents, I expressly authorize the Institute to do so. I also undertake not to disclose any of the patentable intellectual properties before being permitted by the Institute to do so, or for a period of one year from the date of final thesis examination, whichever is earlier.
10. In accordance with the Intellectual Property Policy of the Institute, I accept that any commercialization of the intellectual property contained in my thesis is the joint property of myself, my coworkers, my supervisors and the Institute. I authorize the Institute to proceed with protection of the intellectual property rights in accordance with prevailing laws. I agree to abide by the provisions of the Institute Intellectual Property Right Policy to facilitate protection of the intellectual property contained in my thesis.
11. If I intend to file a patent based on my thesis when the Institute does not wish so, I shall notify my intention to the Institute. In such case, my thesis should be marked as patentable intellectual property and access to my thesis is restricted. No part of my thesis should be disclosed by the Institute to any person(s) without my written authorization for one year after my informing to the Institute to protect the IP on my own, within 2 years after the date of submission of the thesis or the period necessary for sealing the patent, whichever is earliest.

Name of student:

Name of supervisor(s):

Signature of student:

Signature of supervisor(s):

Signature of the Head of the Department

NATIONAL INSTITUTE OF FOOD TECHNOLOGY ENTREPRENEURSHIP AND MANAGEMENT (NIFTEM)

INVENTION DISCLOSURE FORM FOR PATENTS

<p><u>For Office use only</u></p> <p>Proposal ID: _____</p>
--

Basic Info: NRDC/TIFAC/Empaneled Agency

APPLICANT(S)			
Name in Full	Nationality	Country of Residence	Address of the Applicant
			No. _____
			Near _____
			Street _____
			City _____
			State _____
			Country _____
			Pin code _____

Name and Designation: of Applicant(s) / Authorized signatory:

CATEGORY OF APPLICANT:			
Natural Person ()	Other than Natural Person		
	Small Entity ()	Startup ()	Others ()

Have you disclosed your invention to others (newspaper; exhibition; etc.)? Yes () No () If

Yes: Please explain place or time to publish:

Inventors:

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

SI No	Name	Employee Code or Roll No	Position	Department	Email

Signature of Inventor(s) with date

1. Title of the invention (Not more than 15 words):

2. What technical field/subject does your proposed invention or field of the invention have?

Agriculture; Biotechnology; Chemical; Computer/IT/Software; Energy; Electrical/ Electronics; Environmental; Pharmaceuticals; Materials; Medical/Diagnostics; Mechanical/Engineering; Pharmaceuticals; Other (please describe)

3. What are the general features that are **common** to your invention and other comparable / similar gadgets/ machines/ compositions/ entities existing today?

4. What are the specific features (positive and negative) that **distinguish/not common** to your invention from other comparable/similar gadgets, machines, compositions, entities existing today?

5. What **technical problems associated** with the **existing technology** and necessity of the invention?

6. Please **write about novel features (Technical steps/process/methods/techniques/ technology)** of the **invention for which protection is desired** (i.e. a new product or process involving an inventive step and capable of industrial application; or technology which has not been anticipated by publication in any document or used in the country or elsewhere in the world).

7. Define **technical problem** to which invention belongs and how **solution to the problem** possible through the invention: (**Technical advance** as compared to the **existing knowledge** or having economic significance or both and that makes the **invention not obvious** to a person skilled in the art.)

8. What **commercial applications** may be suitable for your invention?

9. **Briefly define how does your invention solve the problems** it targets?

Please provide at least one Detailed **working example**/version of the invention with specifications as to **quantity, quality of material used**, key **concepts at work**, their **operation and functions** and other **applicable factors** (such as temperature, pH, tonicity etc.) that influence the desired results, and also, the primary and secondary uses of each such example:

10. Any **Drawing** related to **invention**:

11. Have you made a **working prototype** of the invention?

12. Have you made a **visual representation (animation, PPT presentation etc.,)** of your invention?

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

14. Funding and support

(a) Was there significant use of Institute equipment and facilities? **Yes/No**

(b) Was the invention supported by research grants/contract from external sources?

Yes/No

If **YES**, please give details:

(a) Sponsor:

(b) Grant/contract no. :

(c) Period of grant/contract :

(d) Principal investigator and co-investigator:

(Even if they are not inventors within the purview of this document and will not share the credit and royalties)

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

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

15. Commercial potential

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

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

19. Prior disclosure and possible intent:

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

20. Development Stage:

What is the current stage of development of the invention as it relates to commercial utilization and feasibility?

21. Potential for international patent:

Does the invention have significant commercial potential in foreign countries? If so where? Give details.

22. Declaration:

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

I/We hereby agree to hold the right of intellectual property of this invention jointly with National Institute of Food Technology Entrepreneurship and Management, Kundli, Sonipat.

National Institute of Food Technology Entrepreneurship and Management, Kundli, Sonipat will share any royalty income derived from the invention with the inventor(s) according to the IP policy of the Institute in force. Intellectual Property of this invention will be protected by NIFTEM, Kundli, Sonipat from time to time based on its merit and commercial viability.

Signature of Inventor(s) with date

The completed disclosure form with annexures should be submitted to:

The Head, IPR Cell, NIFTEM, Kundli, Sonipat

NATIONAL INSTITUTE OF FOOD TECHNOLOGY
ENTREPRENEURSHIP AND MANAGEMENT (NIFTEM)
DESIGN DISCLOSURE FORM

<p><u>For Office use only</u></p> <p>Proposal ID: _____</p>

Basic Info: Mode: NRDC/TIFAC/Empaneled Agency

APPLICANT(S)			
Name in Full	Nationality	Country of Residence	Address of the Applicant
			No.
			Near
			Street
			City
			State
			Country
			Pin code

Name and Designation: of Applicant(s) / Authorized signatory:

CATEGORY OF APPLICANT:			
Natural Person ()	Other than Natural Person		
	Small Entity ()	Small Entity ()	Others ()

Have you disclosed your design to others (newspaper; exhibition; etc.)? Yes () No () If

Yes: Please explain place or time to publish:

1. **Name of the article,**

2. **Article: Drawings \ sketches** should clearly show the features of the design from seven views (**front, rear, top plan, bottom plan, left and right side elevation and isometric**):

3. A **statement of novelty and disclaimer** (if any) in respect of **mechanical action, trademark, work, letter, numerals**:

4. Detailed description of the design:

5. What **commercial applications** may be suitable for your design?

6. Have you made a **working prototype** of the design?

7. Have you made a **visual representation (animation, PPT presentation etc.,)** of your design?

8. **Commercial potential**

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

10. **Prior disclosure and possible intent:**

Has any commercial organization shown interest in this design? Give details.

11. **Development Stage:**

What is the current stage of development of the design as it relates to commercial utilization and feasibility?

12. Potential for international design:

Does the design have significant commercial potential in foreign countries? If so where? Give details.

13. Declaration:

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

I/We hereby agree to hold the right of intellectual property of this design jointly with National Institute of Food Technology Entrepreneurship and Management, Kundli, Sonipat.

National Institute of Food Technology Entrepreneurship and Management, Kundli, Sonipat will share any royalty income derived from the design with the applicant(s) according to the IP policy of the Institute in force. Intellectual Property of this design will be protected by NIFTEM, Kundli, Sonipat from time to time based on its merit and commercial viability.

Signature of Inventor(s) with date

Note:

The completed disclosure form with annexures should be submitted to:

The Head, IPR Cell, NIFTEM, Kundli, Sonipat

NATIONAL INSTITUTE OF FOOD TECHNOLOGY ENTREPRENEURSHIP AND MANAGEMENT (NIFTEM)

TRADEMARK DISCLOSURE FORM

<p><u>For Office use only</u></p> <p>Proposal ID: _____</p>

Basic Info: NRDC/TIFAC/Empaneled Agency

APPLICANT(S)				
Name in Full	Nationality	Country of Residence	Address of the Applicant	
			No.	
			Near	
			Street	
			City	
			State	
			Country	
			Pin code	

Name and Designation: of Applicant(s) / Authorized signatory:

CATEGORY OF APPLICANT:			
Natural Person ()	Other than Natural Person		
	Small Entity ()	Small entity ()	Others ()

Have you disclosed your trademark to others (newspaper; exhibition; etc.)? Yes () No ()

If Yes: Please explain place or time to publish:

1. Name of mark:

2. Does the mark also have a design element to it? Yes No

If yes, please attach a black and white copy of the design with this form or colour specific if it is claimed.

3. Please describe the goods and/or services the mark will be used in connection as per relevant class:

4. Has the mark already been used?

Yes

No

(a) If yes, please provide the date that the mark was first used:

(Note: for trademarks, dates of use must be the date the mark was actually used in connection with the sale of goods, not advertising).

5. Will the mark be used outside India? Yes No *(If no, skip to question 8.)*

6. Has an internet domain name been registered using this mark? Yes No

a. If yes, please provide the date that the domain name was registered:

7. Has a trademark search been conducted on the mark? Yes No

a. If so, please describe the results of the search and the search process, or simply attach the results of the search with this form.

8. Declaration:

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

I/We hereby agree to hold the right of intellectual property of this trademark jointly with National Institute of Food Technology Entrepreneurship and Management, Kundli, Sonipat.

National Institute of Food Technology Entrepreneurship and Management, Kundli, Sonipat will share any royalty income derived from the trademark with the applicant(s) according to the IP policy of the Institute in force. Intellectual Property of this trademark will be protected by NIFTEM, Kundli, Sonipat from time to time based on its merit and commercial viability.

Signature of Inventor(s) with date

Note:

(1) The completed disclosure form with annexures should be submitted to:

The Head, IPR Cell, NIFTEM, Kundli, Sonipat

NATIONAL INSTITUTE OF FOOD TECHNOLOGY ENTREPRENEURSHIP AND MANAGEMENT (NIFTEM)

COPYRIGHT DISCLOSURE FORM

<p><u>For Office use only</u></p> <p>Proposal ID: _____</p>

Basic Info: NRDC/TIFAC/Empaneled Agency

APPLICANT(S)			
Name in Full	Nationality	Country of Residence	Address of the Applicant
			No.
			Near
			Street
			City
			State
			Country
			Pin code

Name and Designation: of Applicant(s) / Authorized signatory:

CATEGORY OF APPLICANT:		
Natural Person ()	Other than Natural Person	
	Business ()	Others ()
	Start Up (); Small Entity ();	Society ()

	Private Ltd. ()	Trusts ()
--	------------------	------------

1. What is the medium or form of the work that you are disclosing?
(Please note if your work is software, complete the software disclosure form)
2. Title of copyright work.
3. Brief describes the work:
4. How do you intend to use the work?
5. Please attach any additional materials to explain your work, such as manuscripts, photos, or drawings.

Work Record

1. Date the work was completed.
2. If the work has been published, please provide details of how and when:
3. Please identify any and all materials owned, controlled or provided by a third party that are incorporated into the copyright work:

Public or Private Disclosure Record

1. Have the work been distributed within the university?
If yes, please provide:
The date:
The circumstances:
Any associated costs:
2. Do you plan to have a publication, demonstration, or performance of the work in the next 6 months?
If yes, please provide:

The predicted date:

Form/format of disclosure:

Please attach a copy of drafts, preprints, etc., provide a write up of the concept/work which has to be filed for registration.

3. Has the work been disclosed to anyone outside the university, including industry representatives?

If yes, please provide:

The name of the company:

The company representative(s):

Name:

Email:

Phone number:

4. Has there been any sale, offer of sale, commercial testing or public use of the work?

If yes, please provide:

The date of the sale:

Form/format of disclosure:

Please attach a copy of the details.

Sponsorship/Funding

1. Was the activity that led to the work sponsored?

If yes, please provide:

Sponsor Name:

Sponsor/AgencyID#

Grant#

Commercialization

1. Do you know who or what your competition might be for this work, and if so, please provide detail:

2. Do you anticipate that the work will be licensed to a third party or parties in the future?

3. If anyone has expressed interest in licensing this work, please provide the name of the entity and information on any proposed licensing terms:
4. If the author or any other creative contributor to the work has any financial interest in the proposed licensee organization (including investment, income, or as position as owner, director, officer, trustee, or employee), please describe in details the economic interest:

Declaration:

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

I/We hereby agree to hold the right of intellectual property of this copyright jointly with National Institute of Food Technology Entrepreneurship and Management, Kundli, Sonipat.

National Institute of Food Technology Entrepreneurship and Management, Kundli, Sonipat will share any royalty income derived from the copyright with the applicant(s) according to the IP policy of the Institute in force. Intellectual Property of this copyright will be protected by NIFTEM, Kundli, Sonipat from time to time based on its merit and commercial viability.

Signature of Inventor(s) with date

Note:

The completed disclosure form with annexures should be submitted to:

The Head, IPR Cell, NIFTEM, Kundli, Sonipat

NATIONAL INSTITUTE OF FOOD TECHNOLOGY ENTREPRENEURSHIP AND MANAGEMENT (NIFTEM)

MEMORANDUM OF UNDERSTANDING BETWEEN NIFTEM AND COLLABORATING INSTITUTIONS

This agreement is between National Institute of Food Technology Entrepreneurship and Management, Kundli, Sonipat (the provider organization) and/or provider scientist(s), jointly called the first party, and the organization (the recipient organization), the second party.

1. The first party is the owner of the invention called _____(description) and/or owner of certain technical data/process technology/other information (proprietary information) developed through their own efforts. The organization (name), the second party, is the owner of the invention called (description) and /or certain technical data/process technology/other information (proprietary information) developed through its own business and R and D efforts.
2. The invention and/ or the proprietary information of the provider scientist(s), NIFTEM, Kundli, Sonipat and _____(Organization) is proprietary and confidential in nature. This will be disclosed to one another under the terms of this agreement.
3. 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:

- All invention/proprietary information as used in this Agreement provided by one party is proprietary and confidential in connection with evaluation of invention and/or proprietary information for collaborative R and D and/or licensing work. These are disclosed to one another in writing clearly marked confidential OR arising out of discussions during visits to laboratory/plants or any other facility of either party, and reduced to writing within thirty (30) days of such discussion. The date and time of the visit and personnel present during the visit should be recorded in writing

by both parties.

- 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 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.
- The recipient of tangible products or materials consisting relating to invention / technology from the other party agrees not to analyze or have a third party to analyze such tangible products or materials.
- 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.
- The evaluation period during which information will be exchanged will be ordinarily one (1) year from the date of signing this Agreement unless extended by mutual consent of the parties in writing.
- The foregoing obligation with respect to invention/proprietary information received by any party who are signatories to this Agreement shall survive in the event of termination of this agreement.



This Memorandum of Understanding 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 basis. Either party may terminate this Agreement at its discretion immediately upon written notice to the other party.

This agreement is signed on _____ between: NIFTEM, Kundli,
Sonipat Organization:

(Name of signatory)

(Name of signatory)

Designation

Designation

Address: NIFTEM, Kundli, Sonipat

NATIONAL INSTITUTE OF FOOD TECHNOLOGY ENTREPRENEURSHIP AND MANAGEMENT (NIFTEM)

NATIONAL BIODIVERSITY ACT – PROCEDURE AND DOCUMENTS REQUISITE

The Biological Diversity Act, 2002 provides a mechanism for access to the genetic resources and benefit sharing accrued there from. The reference to the deposit of biological material shall be made in the specification under sub-clause (A) of clause (ii) of sub-section (4) of section 10 shall be *three months* from the date of filing of the application. In addition, a declaration by the applicant regarding the required permission from the competent authority was inserted in Form 1 of the Patents Rules, 2003. Section 6 of the Biological Diversity Act came into force on 1st July 2004. As per section 6 of the Biological Diversity Act 2002, no person shall apply for any intellectual property right, by whatever name called, in or outside India for any invention based on any research/information on a biological resource obtained from India without obtaining the previous approval of the National Biodiversity Authority before making such application.

Microbial Type Culture Collection and Gene Bank (MTCC):

India is a signatory state to the Convention on Biological Diversity (CBD) and also to World Trade Organization (WTO). In this context, India has a well functioning national facility, MTCC. It is a recognized IDA for the deposition of microorganisms for the purpose of patent procedure. It is designated depository of National Biodiversity Authority (NBA) as well as of Indian Patent Office (IPO).

The MTCC procedure includes:

- 1) Depositor contact to IDA office;
- 2) Application Submission for deposit of sample and remittance of fees;
- 3) Purity and viability test of sample;

- 4) Authentication of sample by DNA or protein sequencing;
- 5) Storage of sample in liquid nitrogen or freeze dried;
- 6) Given accession number to sample;
- 7) Storage of sample for 5 to 30 years;
- 8) Application from BP4 is given to depositor as an official receipt.

The MTCC does not list these cultures in the catalogue/database. Since a depositor needs to declare accession number in the patent application, the information about the culture is also in public domain (your application). These cultures are handled with confidentiality and kept under security and are given to the depositors or authorized persons as per patent regulations. This type of deposit is valid for filing patent in India. There is one time fee for such a deposit.

- Valid for 30 years
- Valid for filing patents in India and other PCT countries
- Non-Profit organizations:
 - The depositor has to pay a one time fee of Rs.20,000/- PER CULTURE (Rs.15,000 deposit fee + Rs.5,000/- for making ampoules) + 18.00% GST.
- Commercial organizations:
 - The depositor has to pay a one time fee of Rs.25,000/- PER CULTURE (Rs.15,000 deposit fee + Rs.10,000/- for making ampoules)+ 18.00% GST.
- If you want to continue the deposit beyond 30 years, you need to pay fee as applicable as per the applicable rates.

NBA Permission Procedure & Documents:

NBA has put in place an Access and Benefit Sharing (ABS) system in India in accordance with the provisions of the Act and Rules. Form 3 (Application for seeking prior approval of NBA for applying for intellectual property right) should include following information:

- Full particulars of the applicant (Name, Address, Professional profile;

- Organizational affiliation;
- Details of the invention on which IPRs sought;
- Details of the Biological resources used in the invention.
- Geo-graphical location from where the biological resources used in the invention are collected;
- Details of institution where Research and Development activities carried out;
- Details of economic, biotechnological, scientific or any other benefits that are intended, or may accrue to the applicant due commercialization of the invention;
- Annex A: Details of biological resources and/or knowledge associated thereto and geographical locations.
- Annex B: Detail of the invention and the patent application in case patent has been filed.
- Annex. C: Authorisation made by the applicant (if any) for signing the Agreement and/or filing IPR:
 - Agreement for access and benefit sharing (Under the Biological Diversity Act, 2002 and Rules, 2004 and Guidelines on ABS Regulations, 2014)
- Annex D: Name of the countries/territories where IPR over the invention is sought to be taken.

Determination of Equitable Benefit Sharing:

The applicant shall, in case of commercialization of the IPR obtained, pay to the NBA such monetary and/or non-monetary benefit(s), as agreed between the applicant and the NBA. Rule 20 of the Biological Diversity Rules, 2004, deals with the procedural provisions for determining benefit sharing component of Access and Benefit Sharing (ABS) Agreements.

The formula for determination of benefit sharing shall be done on a case-to-case basis:

- The terms and conditions subject to which approvals are granted under Sections 19 and 20, shall secure equitable sharing of benefits arising out of the use of accessed biological resource or knowledge associated thereto.

- These terms and conditions form the ABS Agreement.
- The determination of equitable benefit sharing by the NBA shall be in accordance with mutually agreed terms and conditions between the applicants, local bodies and benefit claimers.
- The NBA may decide whether the equitable sharing of benefits could be in monetary or nonmonetary terms.

The following options, either one or more, may be applied in accordance with mutually agreed terms between the applicant and the NBA, on a case by case basis, in accordance with the provisions of sub-rule (3) of rule 20 of the Biological Diversity Rules, 2004. These options are indicative in nature and other options, as approved by the NBA in consultation with the Central Government, may also be adopted:

- (a) Monetary benefits options:
- (b) Non-monetary benefits options.

**NATIONAL INSTITUTE OF FOOD TECHNOLOGY
ENTREPRENEURSHIP AND MANAGEMENT (NIFTEM)**

**INTELLECTUAL PROPERTY RIGHT CELL FOR EMPANELMENT
OF AGENCIES**

**Format - technical bid for empanelment of IPR attorneys/ firms/
institutions**

Last Date for Submission of Quote:

1.1 Name of the Firm/Company –

1.2 Office Address:

Phone No.

Fax No.

E-mail:

1.3 Year of establishment, legal status, Registration details, PAN No. etc.:

1.4 Phone No. & Contact Person with Designation

Designation:

Phone No. _____ Fax No. _____ E-mail:

1.5 Details of Branch Office, if any –

1.6 Organizational Set up of the firm Number of patent attorneys in Engineering with
their name, age, qualification and experience (Please
enclose as separate sheet)

2. Details of experience: Provided on the separate sheet

2.1 Number of Patent applications filed/granted/sealed in Engineering, Science &

Technology so far (Pl. give details separately for Government/Semi-Government/Autonomous institutions & Universities and Reputed Corporate Clients, based in India):

- (a) In India -
- (b) Abroad –

2.2 Number of Patent Applications filed/ patents granted in Engineering during last five years i.e. 1st April 2015 to 31st March 2020 (Pl. give details separately for Government/Semi- Government/Autonomous institutions & Universities and Reputed Corporate Clients, based in India):

- (a) Indian Patent Applications filed:
- (b) Indian Patents Granted:
- (c) International Patent Applications Filed:
- (d) International Granted:

Patents Filed / Granted:

2.3 List of Clients:

List Attached

Please provide details of patent applications filed and patents granted in Engineering, Science and Technology, during last five years i.e. 1st April 2015 to 31st March 2020 as per following details: **LIST ATTACHED**

(a) In India S. No. Application No. Applicant/ Client (based in India) Title Patent No. (if granted)

Sr	Application No	Applicant/Client	Title	Patent No (if Granted)
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(b) Abroad S. No. Country of Filing

Sr	Country of Filing	Application No	Applicant/Client	Title	Country	Patent No (if Granted)
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3. Other IPR : Details of experience: Provided on the separate sheet

3.1 Trademarks - Number of Trademark so far (Pl. give details separately for

Government/Semi-Government/Autonomous institutions & Universities and Reputed Corporate Clients, based in India):

(a) In India -

(b) Abroad –
List attached

3.2 Copyright, Design and other IPR - Number of Trademark so far (Pl. give details separately for Government/Semi-Government/Autonomous institutions & Universities and Reputed Corporate Clients, based in India):

4. Other Details:

4.1 Countries of Operation –

4.2 Annual turnover for last 3 years –

4.3 Procedures adopted by the firm to maintain security of information related to hard copies and computer based transaction/exchange of information between the clients and the firm

5. Any other information considered necessary but not included above

Signature

Name & Designation of the authorized person -

Seal of the firm

(Note: Please attach separate sheet for furnishing information in case the space in the format is insufficient)

Sheet attached

CONFIDENTIAL
FINANCIAL BID FOR EMPANELMENT OF IPR ATTORNEYS
SCHEDULE OF CHARGES

(Excluding Govt. Fee)

Important:

- The Rates quoted should be strictly as per format
- No two rates should be merged in one column
- Any deviation from the given format will entitle NIFTEM to reject such quotes.
- NIFTEM has the right to reject any or all quotations without

assigning any reason. Section 1: Patents

Sr. No	Application	Amount
1.1	Drafting and Filing Application with Provisional Specification along with all necessary forms such as Form 1, Form 2 , Form 3, Form 5 , Form 8 and Form 26	
1.2	Drafting and Filing Complete Specification thereafter with all necessary forms such as Form 1, Form 2, Form 3, Form 5, Form 8, Form 18 and Form 26	
1.3	Drafting and Filing Application with Complete Specification in the first instant along with all necessary forms Form, Form 2, Form 3, Form 5, Form8, Form 18 and Form 26.	
1.4	Drafting and Filing of Patent of Addition	
1.5	Drafting and Filing of Divisional Application	
1.6	Making Request for Filing Patent Application Abroad without filing in India (Form 25)	
1.7	Taking - over already Filed Application, per case	
1.8	Charges towards Filing Various forms if not done earlier at the time of Filing the application such as Form 3, Form 5, Form 8, Form 18 and Form 26	
1.9	NBA permission	
1.10	Typing (original & 4 copies) per page, if any.	
1.11	Discussion with Inventor per hour at Attorney's Office	

2. Preparation of Drawings Sequences etc

1.2	Preparation of drawings/sequences etc	
2.1	A4 size Paper / Sheet 2.2 In any Other Material Form / Sheet 3 Extension of Time & Late Filing	

	(Preparing and Filing)	
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3. Extension of Time & Late Filing (Preparing and Filing)

3.1	Preparing and Filing a Petition for extension of time (Form 4)	
3.2	Late Submission of Forms or Documents	

4 Prosecution

4.1	Obtaining Certified Copies of Patent Applications	
4.2	Reporting Official Action including Examination Report	
4.3	Filing a Response or Amending Specification and Refiling, in response to FER, SER etc (Form13)	
4.4	Subsequent Reporting of corresponding application, if Any	
4.5	Filing of Documents after Prescribed Period with Petition of Condonation of Delay in Filing	
4.6	Discussions at Patent Office during Prosecution of Application per appearance	
4.7	Post dating of Application	
4.8	Filing a Request for Early Publication (Form 9)	
4.9	Checking the publication for publication error	
4.10	Reporting of Patent Application in order of Grant, Obtaining and mailing Letter Patent Document	
4.11	Attending to Renewals and Mailing of Renewal Certificate per Year (Block-wise)	
4.12	Attending to Restoration of Lapsed Patent - Filing Petition and Attending to Payment of Fees (Form 15)	
4.13	Reporting Working of Patents per year (Block-wise) under Section 146 (Form 27)	
4.14	Request for Termination of Compulsory License (Form 21)	
4.15	Filing Petition generally for Specific Reliefs or Orders of Controller under Different Rules (Form 24)	
4.16	Request for Withdrawal of Application	

5 Assignment and Licenses

5.1	Drafting Deed Documents	
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5.2	Filing Application for Registration for Assignment /License (Form 16) (a) One Patent (b) Each Additional Patent included at the same time in the same deed	
5.3	Application for Revision of Terms and Condition of License (Form 20)	
5.4	Charges for Making an Application for Compulsory License (Form 17)	
5.5	Application for Revocation of a Patent for Non Working (Form 19)	

6. Recordal of Change of Name, Address, Nationality etc. (Form 6 and Form 10)

6.1	Filing Application in respect of One Patent	
6.2	For Additional Patent included at the same time	

7. Opposition

7.1	Filing Pre-grant Opposition	
7.2	Filing Notice of Opposition (Post Grant Opposition) - Form 7	
7.3	Drafting "Statement of Opposition", Written Statement and Affidavit(s)	
7.4	Drafting Reply Statement and Affidavit(s)	
7.5	Attending Hearing/ day at Patent Office in the City of the Attorney's Office	
7.6	Attending Hearing/ day at Patent Office not in the City of Attorney's Office	
7.7	Attending Interlocutory Petition Hearings	
7.8	Notice of Opposition to Amendment/Restoration/Surrender of Patent/Grant of Compulsory License or Revision of Terms thereof or to Correction of Clerical Errors (Form 14)	
7.9	Request for the Grant of Patent u/s 26 and 52 (Form 12)	
7.10	Charges for Making a Request for Direction of the Controller u/s 51 (1) and 51(2) - Form 11	

8. Visits Outside Office & Discussions

8.1	Per Visit Charges for Local Visit	
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8.2	Per Visit Charges for Outstation	
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9. Patent Revocations/Infringement, Initialing Revocation/Infringement, Defending Revocation/Infringement

9.1	Drafting of Infringement Suit	
9.2	Drafting of Revocation Suit	
9.3	Representation Charges	
9.4	Any Other Charges, if any (Name the Item of Charge)	

10. Miscellaneous

10.1	Consultation Charges/ Hour or a part thereof	
10.2	Conducting Prior Art Search or Novelty Search and Submission of International Search Report thereof	
10.3	Photocopying, Fax, Courier, Postage Charges and other Out of Pocket Expenses, if any	

11 Filing of Foreign Patent Applications (Excluding Govt Fees)

11.1	Filing of a Patent Application/ Country through National Route	
11.2	Per Action Charges for Prosecuting Each Application till Grant of Patent	
11.3	Charges for Renewal as and when falls due	
11.4	Any Other Charges	
	(a) Out of Pocket Expenses	
	(b) Offering technical opinion	
	Request for substantive examination	

12. Filing of PCT application (Excluding Govt Fees)

12.1	Preparing and Filing a PCT Application	
12.2	Filing Formal Documents such as POA, Inventorship Declaration as per PCT Format etc	
12.3	Filing "Statement under Article 19" for Amendments	
12.4	Filing Demand for Preliminary Examination	
12.5	Filing Response to Written Opinion/Preliminary Examination Report and for Filing Amendment under PCT Article 34	
12.6	Filing National Phase Applications including Changes in	

	the Claims if necessary	
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CERTIFICATE/UNDERTAKING

This is to certify that our quote is strictly as per given format with no deviation. If any deviation is noticed, we have no objection to NIFTEM rejecting our quote. Our quotation runs into: Total number of pages: Total number of Annexures/Enclosures:

We have no objection to the right of NIFTEM rejecting any or all quotations without any reason/explanation.

We undertake to provide our professional services for three years from the date of NIFTEM work order to the satisfaction of NIFTEM with the provision of annual review of the performance. No advance payment will be made for any work by NIFTEM. While submitting the bill(s) for payment(s), we further undertake to submit necessary documents viz., CBRs issued by IPOs, Associate bills/Debit notes, Proof of foreign remittance, Bank advice indicating the currency conversion rate at the time of remittance in support of and for verification of the bill(s). In case NIFTEM is not satisfied with our services during the effective period of three years, NIFTEM is fully empowered to terminate the work order at any time by giving us one month advance notice at the following address addressed to:

In the event of any dispute or difference between us, we hereby agree and undertake to resolve such dispute or difference amicably by mutual consultation or through the good offices of empowered agencies of the Government. I am fully competent to submit this quotation on behalf of my company.

Place:

Date:

(SIGNATURE AND SEAL OF APPLICANT)