

INTELLECTUAL PROPERTY POLICY DOCUMENT



National Institute of Technology
Tiruchirappalli

2017

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1. PREAMBLE

National Institute of Technology, Tiruchirappalli (NIT Trichy) is dedicated to research, teaching, and extension of knowledge to the public. One of the missions of the NIT Trichy is to develop the human intellectual capability to its fullest potential. Inherent in this responsibility is the need to encourage the production of creative and scholarly works and the development of new and useful materials, devices, processes, and other intellectual property with commercial value. These activities contribute to the professional development of the individuals involved, enhance the reputation of NIT Trichy, provide additional educational opportunities to students, and promote public welfare. In addition to new machines, compositions of matter, and written materials which traditionally have been the subject of patents and copyrights, computer software, video courses, etc. are now normal outcomes of NIT Trichy activities.

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

2. THE INTELLECTUAL PROPERTY (IP) POLICY

This IP Policy applies to all NIT Trichy employees (regular or contractual) and students. Every member of the academic community, student, non-teaching and teaching staff alike, must be aware of their own rights and to respect the rights of others pertaining to intellectual property.

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

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

2.1 Guidelines:

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

IPR Cell is a nodal agency of the NIT Trichy for processing all IPR related matters, viz., any intellectual property generated out of the intellectual effort of the creator employed temporarily or permanently at NIT Trichy or studying at NIT Trichy.

2.2 Objectives of the IP Policy:

The major objectives of the IP policy of NIT Trichy are:

- To impart knowledge about intellectual property rights to faculty, staff, scholars and students.
- To lay down a transparent administrative system for assessing the ownership and assignment of intellectual property.
- Facilitate the faculty members, staff members, research scholars and students to obtain IP.
- To commercialize the IP owned by the institute.
- Sharing of the revenue generated by the intellectual property generated and owned by the institute.

3. DEFINITION

The meaning of terms in these rules is as given below, unless the context otherwise requires

- a. **“Copyright”** means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work.
- b. **“Creator”** means any employee of the NIT Trichy and includes those who are on probation, those who are employed on temporary basis wither in the institute and/ or in projects and those who are research workers, research scholars or students who are responsible for the creation of an Intellectual Property, using the facilities of the Institute.
- c. **“Director”** means the Director of the NIT Trichy.
- d. **“Institute”/ “NIT Trichy”** means National Institute of Technology Tiruchirappalli

- e. **“Intellectual Property”** broadly includes any property generated out of intellectual effort of the creator(s). It includes but not limited to
 - i) New and useful scientific and technical advancement in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties etc. Which are patentable.
 - ii) Industrial and architectural design, models, drawings, software, creative, artistic and literary works teaching resource materials generated, records of research etc., which are copyrightable.
 - iii) Trademarks, service mark, logos etc.
- f. **“IPR Committee”** The committee constituted by the Director from time to time to evaluate and make recommendations regarding IP related issues.
- g. **“Patent”** means a patent granted under the provision of the Indian Patent Act, 1970.
- h. **“Patentee”** means the person for the time being entered on the Register of Patents kept under the Indian Patents Act, 2002 as the generator or proprietor of the patent.
- i. **“Revenue”** is any payment received as per an agreement by the Institute usually for legal use of an Intellectual Property through a license.

4. INTELLECTUAL PROPERTY OWNERSHIP

4.1. NIT Trichy Ownership

- a. Intellectual property of any kind created by faculty, students, staff, project staff, visitors and others, such as trainees from other institutes, participating in NIT Trichy programs or using NIT Trichy funds or facilities, are owned by the institute when at least any one of the following applies:
 - i. The intellectual property was created with the significant use of funds or facilities administered by NIT Trichy.
 - ii. The intellectual property was created (i) as a part of the normal professional duty or (ii) employment contract.
 - iii. The intellectual property was created in the course of or pursuant to a sponsored/consultancy research agreement with NIT Trichy. In such cases, specific provisions related to IP made in contracts governing such activity will determine the ownership of IP.
 - iv. The intellectual property was created as a part of academic research and training leading towards a degree or otherwise.
- b. All copyrights, including copyrighted software will be owned by NIT Trichy when it is created as part of any of the academic programs of the institute or created pursuant to a written agreement with NIT Trichy by any individual, institute or organization providing for transfer of copyright or ownership to NIT Trichy.

NIT Trichy will not claim ownership of copyright on books and scientific articles authored by NIT Trichy personnel. However, NIT Trichy will have the copyright on books and reports which have been created using funds specifically provided for this purpose by NIT Trichy.

4.2 Inventor/Author Ownership

- a. Inventors/Authors will own intellectual property when
 - i. None of the situations defined in subdivision 3.1 above for NIT Trichy-ownership of intellectual property applies.
 - ii. It is created outside their assigned/normal area of research/teaching. For example, popular novels, poems, musical compositions, or other works of artistic imagination, without the use of significant institute resources.
- b. Students will own copyright on theses/dissertation created as a part of their academic programme. However, the student must grant to NIT Trichy royalty-free permission to reproduce and distribute copies for teaching and research as well as for dissemination for teaching and research to other academic institutions.

4.3. Third-Party Ownership

- a. Ownership of intellectual property resulting from:
 - i. Funds provided partially or fully by a third-party to NIT Trichy will be governed by specific provisions in the contract between the third party and NIT Trichy.
 - ii. Exchange programs between NIT Trichy and other institutions will be governed by specific provisions in the contract between the third-party and NIT Trichy.
 - iii. In case no such specific contract exists, IPR will remain with NIT Trichy.
- b. In cases of all IP related to patents and copyrights covered in 3.3a above, NIT Trichy shall retain a non-exclusive, free, irrevocable license to copy/use IP for teaching and research activities, consistent with agreements wherever signed by NIT Trichy.
- c. In cases where an IP is created by NIT Trichy personnel, during deputation, official leave, or sabbatical leave, the concerned NIT Trichy personnel is free to retain the IP rights generated during such absence. However, he/ she should officially communicate about the creation of such IP to NIT Trichy within one month from the date of filing. Also, the IPEC will determine to the suitability of the IP so generated during such leave, etc.

5. IP MANAGEMENT PERSONNEL

5.1 The Head, IPR Cell: The Director shall appoint a member of the faculty as the Head, IPR Cell, who will be responsible for day-to-day administration of IPR issues and shall work under the guidance of the Dean (R&C). He will serve as the Secretary of the Intellectual Property Committee.

5.2 Intellectual Property Committee (IPC): The Director shall appoint an Intellectual Property Committee (IPC) to help administer intellectual property and to make suitable recommendations to Dean (R&C) / Director for implementation. Dean (R&C) will serve as the Chairman, and the Head, IPR shall serve as the Secretary of the IPC. In addition to Dean (R&C) and the Head IPR, the Director shall nominate four more members from among the faculty of the Institute. The tenure of the IPR Head is two years. He or She shall continue to hold IPR Head till the appointment of his successor. Further, the person shall not head the IPR Cell continuously for the period exceeding three years, unless he or she is specially appointed at least for the second term. The tenure of the members will be two years, preferably non-concurrent. A member may be appointed for a second term, but not more than four years in total.

The functions of IPC are given below:

- To assist various departments and centers of the Institute in all matters relating to intellectual property.
- To help various departments to secure protection for intellectual property where appropriate.
- To maintain central databases and files of patent applications, issued patents, trademarks and copyrights, licenses and agreements, coordinate with various departments in negotiating and preparing license and other agreements, review and approve all agreements relating to intellectual property.
- To review cases of possible infringements on the Institute's intellectual property and take action as deemed necessary.
- The legal interests of the Institute and its staff, faculty and students in any intellectual property, except traditional scholarly works, shall be determined by the IPC.
- To appoint/ recruit the services of experts who will assist NIT Trichy in searching into IPR.
- To procure necessary goods and services required to review and secure IP rights of NIT Trichy and it also be competent to take such other actions necessary to secure IPR of NIT Trichy.

6. DISCLOSURES, CONFIDENTIALITY AND ASSIGNMENT OF RIGHTS

- a. For sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of IP are applied.
- b. For all other IP produced at NIT Trichy, the inventors will be required to disclose their IP to the **IPR Cell** at the earliest date using an **Invention and Technology Disclosure (ITD) Form**.
- c. **Earnest Patent Filing Deposit (EPFD):** An inventor have to submit a demand draft for Rs. 5,000/- (five thousand only) in favor of The Director, NIT Trichy as EPFD at the time of submitting ITD form. The deposit is to ensure earnestness in filing and it will be refunded after the application number is granted by the patent office.
- d. In case the inventor is leaving NIT Trichy due to superannuation or other reasons, he/ she shall assign the rights of the disclosed IP to NIT Trichy before leaving the institute and this is a mandatory requirement for obtaining no due certificate. He/ she shall agree to the terms and conditions for the sharing of any financial benefits that may accrue by the institute by commercialization of such IP.
- e. Having made the disclosure, the inventors, both NIT Trichy and non-NIT Trichy personnel, shall maintain confidentiality of the IP during the period when efforts are made for protecting and commercialization of the IP, unless authorized in writing by NIT Trichy.

7. Evaluation of Intellectual Property

- a. Creator is encouraged to file a provisional application for patent as soon as possible in order to protect their rights to the IP. As part of this process, a search report can also be obtained of existing patent that may relate or may be similar to the key contributions of the proposed patent. The permission for the filing of provisional patent may be given by the Dean (R&C) with the recommendation of the Head, IPR Cell. However, if the institute after due evaluation decides not to manage the IP, the provisional application will lapse. It is responsibility of the creator to take up the provisional application to the subsequent stages leading to the ownership of the patent rights.
- b. Filing of Application in India

Evaluation of Intellectual Property will be done by the Intellectual Property Evaluation Committee (IPEC). Dean (R&C) will be the Chairman of IPEC and the Head, IPR Cell will be the Secretary of IPEC. The Director will nominate at least three additional faculty members as members in IPEC with expertise or familiarity/experience in areas related to

the technology and a Lawyer with relevant domain expertise in the field of technology with credible experience in IP Law.

c. Filing of Application in Foreign Countries

NIT Trichy may consider request for registration of patent in foreign countries, based on the merit of the IP. The creator(s) can pay for the cost of filing from (i) the funds of the research project resulting in the IP, or (ii) personal financial resources of the creator(s). Ownership of such foreign IPR will be NIT Trichy. But, the expenses should be managed by the inventor(s).

d. Techno-commercial Evaluation of Invention means:

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

e. After evaluation of inventions, if NIT Trichy decides not to take up the responsibility for the protection of the invention, then it will assign all the rights of the inventions to the inventors.

f. Even in such cases, as in (e), NIT Trichy may take up the responsibility of facilitating protection of the IP on a case by case basis.

g. NIT Trichy will pay the patent renewal fees for the first seven years in all cases where patent is held by the institute. If it is a joint patent with a sponsoring agency the patent costs may be equally shared. If the patent has been commercially exploited within the first seven years, NIT Trichy shall pay the patent fee for the remaining period of life of the patent. If the patent has not been commercially exploited within the first seven years, NIT Trichy and the creator(s) shall share the subsequent installments of renewal fees on 50:50 basis. If the creator does not show interest in such renewals, NIT Trichy can either continue maintenance of the patent by paying the fees for its full term or withdraw application for patent protection at its discretion.

h. Patent invention to grant flow diagram

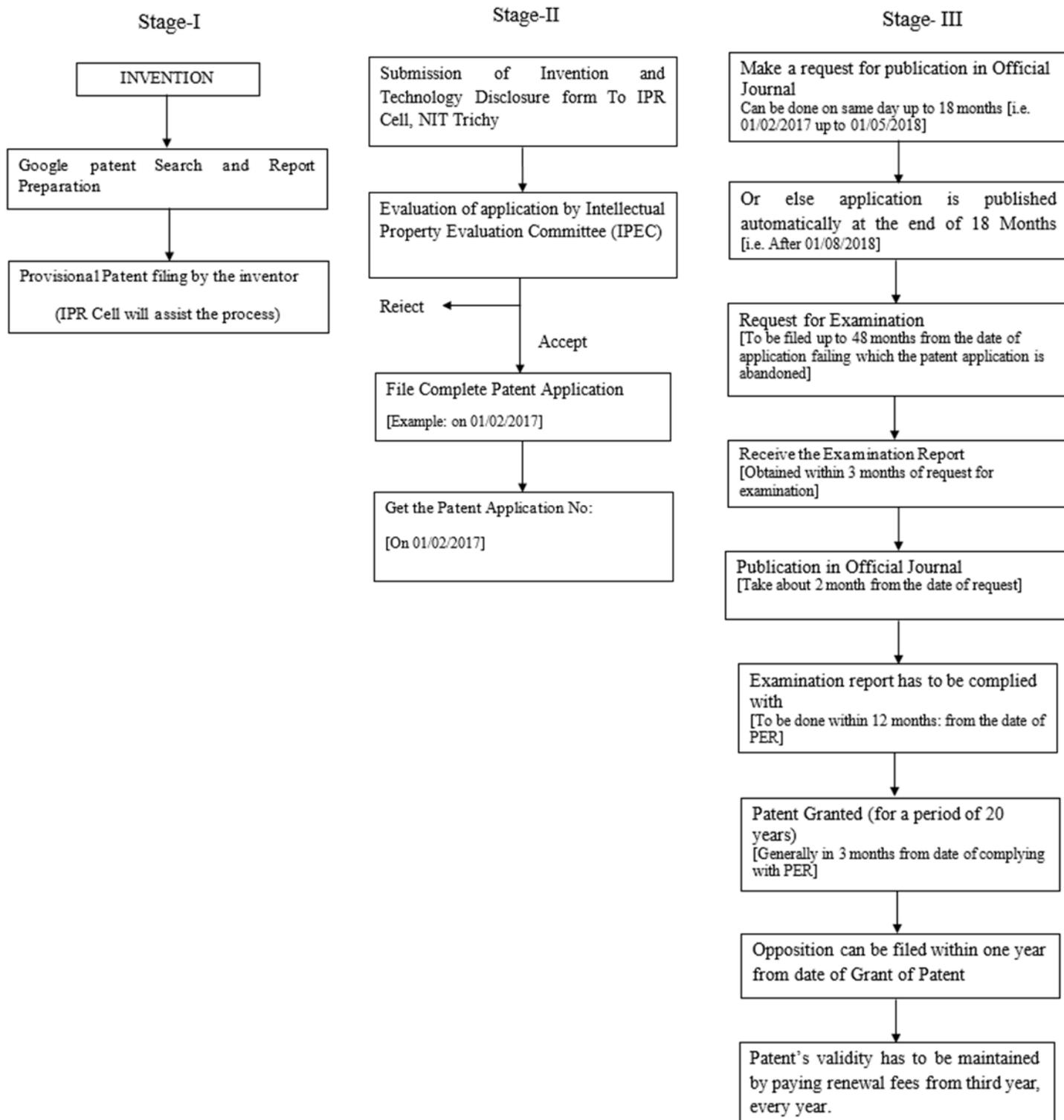


Fig. 1 Patent invention to grant flow diagram

8. AGREEMENTS

All agreements related to IP undertaken by any NIT Trichy personnel and students need to be approved by the institute. The Dean (R&C), with specific approval of the Director, will be the authorized signatory in all categories of agreements.

9. COMMERCIALIZATION

- a. IPR Cell shall market the IP and identify potential licensee(s) for the IP to which it (i) has ownership and (ii) for which rights have been assigned to it.
- b. For the IP where exclusive rights have not already been assigned to a third party, the creators may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care to ensure that the value of the IP is not affected.
- c. Know-how: The inventor is requested to provide the understanding of technology, know-how for commercialization with the interested industry in commercialization of the patent. This includes prototype building, testing and commercial market launch. For providing such know-how, the IPR Cell could negotiate for honorarium for the inventor from the industry.

10. REVENUE SHARING

- a. The net earnings from the commercialization of IP owned by NIT Trichy would be shared as follows:

Inventor(s) share	NIT Trichy share
70 %	30 %

- b. The creator(s) share would be declared annually and disbursement will be made to the creator(s), their legal heir, whether or not the creators are associated with NIT Trichy at the time of disbursement.
- c. Co-creators of IP shall sign, at the time of disclosure, an agreement for distribution of IP earnings, which shall specify the percentage of distribution of earnings from IP to each co-inventor.

11. CONFLICT OF INTEREST

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

12. DISPUTE RESOLUTION

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

13. JURISDICTION

As a policy, all agreements to be signed by NIT Trichy are subject to the jurisdiction of the courts in Trichy or Madurai and shall be governed by appropriate laws in India.



Form No. NITT/IPR/1

**National Institute of Technology
Tiruchirappalli**

**NITT Employee Agreement Form
(Declaration to be signed by all Academic and Technical Staff joining
National Institute of Technology, Trichy)**

1. This is to declare that I have read and understood the policy of the National Institute of Technology, Trichy 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 commercializable 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 :

Employment Code :

(Signature)

Date



**National Institute of Technology
Tiruchirappalli**

Form No. NITT/IPR/2

“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
Technology, Trichy 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:

In the project:

Signature

Date



National Institute of Technology Tiruchirappalli

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 Technology, Trichy
(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 / integrated circuits 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.

Name of the Student

Name of the Student

**Signature of student
with date**

**Signature of student with
with date**

Name of the Supervisor

Signature of the Supervisor with date

Signature of the Head of the Department with date



National Institute of Technology Tiruchirappalli

Declaration by the Author of the Thesis or Dissertation submitted to National Institute of Technology, Trichy

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 Technology, Trichy (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 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 commercializable 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 Technology
Tiruchirappalli**

Form No. NITT/IP/5

Invention Disclosure Form

For Office use only

Proposal ID: _____
NITT/IP/____ - __/____ Date of Receipt: _____
(Acad yr) (Sl.No.)

1. Title of the invention:

2. Inventors:

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

SI No	Name	Employee Code or Roll No	Position	Department	Email

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

4. Detailed description of the invention

4.1 State of prior art

- (a) Prevailing **state of the art**?
- (b) **Literature search** relating to this invention? *[Please include a copy of the resulting documentation, and reprints of publications.]*
- (c) **Prior art/patent search** relating to this invention? *[Please include a copy of the resulting documentation, and reprints of patent documents: if a*

computer database search has been resorted to, please give the web site details and the Key Words used in the search.]

- 4.2 Description :** *(Describe the invention so that other faculty who are knowledgeable in the field can evaluate its technical and commercial merits.)*
- 4.3 Novelty:** *(Highlight the features described above that make the invention novel.)*
- 4.4 Inventiveness:** *(Are the novel features inventive based on 4.1(a) above; and, if so how?)*
- 4.5 Advantages** *(over comparable inventions or practices):*
- 4.6 Testing:** *(Has the invention been tested experimentally? If so details of experimental data to be supplied.)*

5. Funding and support

- I.** Was there significant use of Institute equipment and facilities? **Yes/No**
- II.** Was the invention supported by research grants/contract from external sources?
Yes/No

If **YES**, please give details:

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

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

	Date	References/comments
Date of conception of this invention. Has this date been documented? If so, where and how?		

Has this invention been presented at seminars/ Discussions other than those which form the requirement for the degree program of the student?		
Please provide the anticipated date of submission for publication or communication for presentation at seminar/conference etc. (Should not be earlier than one month from this date)		
Has the invention been reduced to practice?		

7. Commercial potential

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

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

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

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

8. Prior disclosure and possible intent:

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

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

9. Development Stage:

What is the current stage of development of the invention as it relates to commercial utilization and marketability:

- Embryonic
- Partially developed
- Fully developed

10. Potential for international patent:

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

11. Google patent search report:

11.1 List the key words for patent search:

11.2 Summary of patent search report:

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

12. Declaration:

I/We declare that all statements made herein are true to the best of my/our knowledge. I/We hereby agree to hold the right of intellectual property of this invention jointly with National Institute of Technology, Trichy. National Institute of Technology, Trichy 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 National Institute of Technology, Trichy from time to time based on its merit and commercial viability.

SI No.	Name	Signature	Date	Place
1.				
2.				
3.				
4.				
5.				

Note:

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

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

**The Head,
IPR Cell,
National Institute of Technology, Trichy**



National Institute of Technology Tiruchirappalli

Summary of Invention Disclosure

1. **Title of the invention:**

2. **Inventors:**

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

SI No	Name	Employee Cod or Roll No	Position	Department	Email

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

4. **Prevailing state of the art:**

- (a) Details of Patent search sites or other resources.
- (b) Key words used for patent search.
- (c) List of patents related to present invention.

5. **Novelty**

6. **Inventiveness**

7. **Advantages**

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

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



Agreement between NIT Trichy and Collaborating Institutions

This agreement is between National Institute of Technology, Trichy (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 & D efforts.
2. The invention and/ or the proprietary information of the provider scientist(s), NIT Trichy 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 & 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 agreement is effective as of _____, and shall terminate on _____. The two parties can extend the agreement through mutual consent, in writing, and the extension period shall be on a yearly basis. Either party may terminate this Agreement at its discretion immediately upon written notice to the other party.

This agreement is signed on _____ between:

NIT, Trichy

Organization:

(Name of signatory)

(Name of signatory)

Designation : Dean (R&C)

Designation

Address: National Institute of Technology
Trichy - 620015

Address



**National Institute of Technology
Tiruchirappalli**

Form No. NITT/IPR/7

**Agreement between NIT Trichy and collaborating institutions for
Transfer of Intellectual Proprietary Materials**

This agreement is between National Institute of Technology, Trichy (the provider organization) and/or provider scientist(s) _____ [name(s)], jointly called the first party, and the recipient scientist(s) _____ [name(s)] of organization _____ (the recipient organization), the second party.

The Material that is covered by the agreement includes _____ (description of the material) which is considered as proprietary material of the provider and NIT Trichy.

The provider scientist and NIT Trichy shall be free, in their sole discretion, to distribute the Materials to others and to use it for their own purpose.

In response to the second party's request for Material, both the parties agree to the following before second party receives the Material:

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

6. The second party will return all unused material at the request of first party.

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

This agreement is signed on _____ between:

NIT, Trichy

Organization:

(Name of signatory)

(Name of signatory)

Designation : Dean (R&C)

Designation

Address: National Institute of Technology
Trichy - 620015

Address



National Institute of Technology Tiruchirappalli

Agreement for Developing Educational material to NIT Trichy by a Firm

(Use PART 1 or PART 2 as the case may be)

This agreement is between National Institute of Technology, Trichy (the provider organization) and/or provider subject matter expert(s) _____ [name(s)], jointly called the first party, and the recipient organization _____ the second party.

Part 1: Hiring and licensing a firm

1. The Educational Material that is covered by the agreement includes _____ (Description of the material) which is considered as proprietary material of the subject matter expert(s) provider and NIT Trichy.
2. The provider subject matter expert and NIT Trichy shall be free, in their sole discretion, to distribute the materials to others and to use it for their own purpose.
3. The subject matter experts undertake that utmost care has been taken to avoid any copyright infringement while developing the educational material except the amount permissible as governed by fair use.
4. The second party will be paid an amount of Rs. _____ for the period months/years for (i) maintaining, (ii) distributing, (iii) popularizing and (iv) marketing (tick the correct choice) the educational material stated above. The second party agrees to work only in the mode of expression for the purpose assigned to it as mentioned above. Whatever may be the mode of expression, the second party also agrees to ensure that it will restrict unauthorized copying of the materials.
5. If the materials are available in internet, the second party must display “Terms and Conditions” for use of the materials and “Disclaimer Policy” in regard to warranty in the home page of the website. The reliability, consistency, speed and security of the materials in internet is hereby ensured by the second party in accordance with discussion with subject matter experts (documented in the minutes of meeting no. _____, dated _____). However, the second party may mention its identity by describing as “maintained by _____”, “marketed by _____” as the case may be. The second party further agrees to provide the feedback from the readers to the subject matter experts.
6. The second party is not permitted to modify any content in the supplied materials by themselves or through a third party during or after termination of this agreement. The subject

matter expert or any other person authorized by NIT Trichy has the right to modify the contents of the materials as and when need arises.

7. The second party will return the materials to the first party after termination of this agreement.
8. The agreement can be cancelled by either party at any point of time.

PART 2: Selling to a firm

1. The educational material that is covered by the agreement includes _____ (Description of the material) which is considered as proprietary material of the subject matter expert(s) provider and NIT Trichy.
2. The second party will pay an amount of Rs. _____ to the first party for obtaining legal right of copyright of the material mentioned above for maintaining, distributing, popularizing and marketing in the form of (i) print media, (ii) multimedia and (iii) internet. The second party agrees to deal in the mode mentioned above and not in any other mode
3. The second party is permitted to modify the contents of the supplied materials either through the subject matter expert or a third party on payment basis.
4. The subject matter expert and NIT Trichy have the moral right to be recognized as the creator.
5. The subject matter experts undertake that utmost care has been taken to avoid any copyright infringement while developing the educational material except the amount permissible as governed by fair use.

This agreement is signed on _____ between:

NIT, Trichy

Organization:

(Name of signatory)

(Name of signatory)

Designation : Dean (R&C)

Designation

Address: National Institute of Technology
Trichy – 620015

Address