



## **Crescent Innovation & Incubation Council (CIIC)**

### **Entrepreneurship ambit of BSAR Crescent Institute of Science & Technology (BSARCIST)**

# **INTELLECTUAL PROPERTY RIGHTS POLICY**

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## **Part A**

### **INTRODUCTION**

#### **1.1 Preface**

Intellectual Property (IP) refers to creation from the mind of any person (inventor) such as inventions, innovations, literary work, artistic works, designs, symbols, names, logos, images. IP plays an important role in providing a competitive edge to any organization. The tangible assets like inventions, designs, software, brand name and other creative and innovative ideas are more valuable than physical assets. It is necessary to protect these creations in order to enable organizations to earn recognition or financial benefits. In this scenario, Governments of various countries protect the innovative ideas of the inventors through Intellectual Property Rights (IPR). Recently, IPR has become a central issue in the developed and developing countries.

The faculty, research scholars, scientists, students and other personnel of the institute are actively engaged in various research and development activities of diversified nature. Many of these research and development leads to different forms of IP, which are likely to be commercially exploited unless protected by IPR. In this scenario, Crescent Innovation & Incubation Council (CIIC) encourages, facilitates, promotes and safeguards scientific investigations and research of the institute. CIIC is acting as nodal centre for carrying out all the activities related to IP. For the convenience of the inventors, CIIC has come out with this “Intellectual Property Policy”. This policy will give an idea to all the inventors about the functioning of CIIC.

The IP Policy aims to lay down the process for promotion and support to innovators at the institute and others for converting their innovative works into IP. The IP policy also aims to set forth guidelines for ownership of IP developed at the institute by Staff Members, those directly or indirectly associated with the institute, either in-house or outsource, sponsored unless specially covered by a policy to the contrary. CIIC will address specific cases by using this IP policy document as guidelines. The IP policy is expected to fulfil the commitment of the Crescent in order to promote academic freedom and provide a beneficial environment for research and development.

#### **1.2 About BSARCIST**

B.S. Abdur Rahman Crescent Institute of Science and technology (BSARCIST) is a renowned Quality Leadership Institution in India. Through the long history of 36 years of excellence, the Institution has offered access to a wide range of academic opportunities through distinctive teaching, conventional thinking and research and development activities.

The core mission of the BSARCIST is Technical Competence, Intellectual Character, Commitment to Excellence and Community Focus. The Institution is committed to ensuring that Intellectual Property (IP) emanating from its Research activities benefits Institution, the Creators and, most importantly, society-at-large.

### **Administrative Offices**

Three administrative offices are constituted with distinct roles and responsibilities for comprehensive management and value creation.

#### **1. Crescent Innovation & Incubation Council (CIIC)**

Crescent Innovation & Incubation Council was established in the campus of B.S.Abdur Rahman Crescent Institute of Science and Technology, in the year 2018 as per the approval of BSARCIST Syndicate. CIIC is the technology development wing of BSARCIST which engages in research and development, incubation, consultancy, technology transfer, and commercialization. CIIC is authorized by BSARCIST board of directors to manage and administer all matters related to IP at the institute. The center is driven by a team of professional and lead Registered Technology Transfer Professional (RTTP) Mr. Parvez Alam, , CEO & Director of the CIIC.

#### **2. Center for Intellectual Property Rights (CIPR)**

Center for Intellectual Property Rights would manage the institutional intellectual property and will be duly attached to CIIC. The role of CIPR further includes assisting the Staff members of the institute in all IPR related activities, organizing IP awareness programs and conducting IPR meetings in co-ordination with CIIC and CTT, processing IP registrations and maintaining the record of all IPR related documents.

#### **3. Center for Technology Transfer (CTT)**

Center for Technology Transfer would engage in technology transfer and otherwise to commercialize technology owned by CIIC or in which it owns an interest. The Center for Technology Transfer will be duly attached with CIIC and function along with the Center for Intellectual Property Rights. The main role of CTT is to continually explore the options and means for the commercialization of Institute's IP and in nurturing and setting up entrepreneurial projects and startups through CIIC.

## **IPR COMMITTEE**

The IPR Committee will be the core governance and administrating body, which will be responsible for evolving detailed procedures to facilitate implementation of the IPR policy at the institute. IPR committee would also arbitrate on appeals made and any clarifications sought. The IPR committee will have the following members:

1. Registrar
2. Dean of Academics
3. Director of CIIC
4. Director of CIPR/ CTT
5. Legal Expert/ Industry Expert
6. Designated person from the institute

## Role of Administrative offices

CIIC	CIPR	CTT
Create awareness about IP and Conduct Workshops	Identification and generation of New IP	Technology Transfer
Establish Industrial collaboration	IP Management, Filing and operations	Licensing and Monetization
Incubation and Entrepreneurship activity	Facilitate Internal and external research	IP Marketing and Industrial Interactions
Management Forum	Knowledge transfer and Legal assistance	Manage contracts and agreements on commercialization

### 1.3 Definitions

**Intellectual Property Rights (IPRs).** For the purpose of this policy, “Intellectual Policy” is defined as the tangible or intangible results of research, development, teaching, or other intellectual activity. Intellectual property may include the following outputs:

- a) Patentable and non-patentable technical information; new and useful scientific or technical advancements by way of inventions, discoveries, processes, computer hardware and software, devices, instruments, circuits, plant varieties etc.
- b) Industrial designs including layout designs (topographies) of integrated circuits;
- c) Copyright of industrial and architectural design, models, engineering drawings, integrated circuit layout designs, computer software, animations and visualizations, information technology products and processes including hardware and software features, creative or artistic works and their derivatives. It further includes:

Literary works, including publications in respect of Research results, and associated materials, including drafts, data sets and laboratory notebooks; Teaching and learning materials for classroom and online courses such as courseware for distance education, original data and records of research, undisclosed and/or unpublished information etc.

- d) Trademarks, service marks, logos, collective marks, certification marks, trade names etc.

**Invention.** As per the Indian Patent Act, 1970, "invention" means a new product or process involving an inventive step and capable of industrial application.

**Inventor.** Any person who creates, conceives, or otherwise makes substantial contribution in creation of intellectual Property. Also referred as Creator or Author.

**Staff Member.** Any person who is under a contract of employment with the Institution including academic, research, technical, administrative and adjunct staff, whether full-time or part-time or on a temporary basis.

**Visitor.** Any person who is neither a Staff Member nor a Student of the Institution who engages in work at the Institution, including visiting professors, conjoint professors, teachers, researchers, scholars and volunteers; and persons from other organizations.

**Project Investigator.** The Institute shall appoint a member of the faculty as Project Investigator (PI) who will be responsible for administering guidance to the inventor or Research Project or Research Contract and also serve as point of contact at the institute.

**Academic Research.** Any project that forms the basis of Research undertaken by the Institution and includes projects undertaken by a Student, under the supervision of a Project Investigator, as part of academic research or degree program.

**Sponsored Research.** Any projects wholly or partly funded by the Government or Non-Government organization having specific R&D objectives, and well defined expected project output/results, generally culminating in generation of intellectual property. Sponsored projects could be funded by multiple sources also.

**Research Contract.** Any type of agreement between the Institution and an external party or research sponsor, concerning Research, which could result in IP being created at the Institution. This shall include, but is not limited to, all sponsorships, and collaborations with the external party or research sponsor.

**Commercialization.** Any form of utilization of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society.

## **1.4 Scope of the policy**

1.4.1 This Intellectual Property Policy Document (hereinafter referred to as the “IP Policy“) is meant to provide guidance on the practices and administrative rules of B.S Abdur Rahman Crescent Institute of Science and Technology (hereinafter referred to as “the Institute“) regarding intellectual property rights and obligations thereunder which includes the nature of intellectual property, its ownership, commercialization, incubation, technology transfer and confidentiality requirements.

1.4.2 The IP Policy sets the framework for protection and facilitation of IP arising from the institute's research in the form products, services and processes. It seeks to ensure effective management of IP and encourages its staff members in generation of innovative ideas, freedom to practice and share the commercial benefits with all those involved in the creation of intellectual property.

1.4.3 This IP Policy applies to all IP generated at the Institution, in particular by Staff members including academic and non academic staff, faculty, doctoral and post doctoral students, graduate and post graduate students, guest researchers working at the institute. It further extends to incubated companies, partners associated with technology transfer and collaborations with other institutions including industries & varied governmental / non-governmental agencies, and their like. This IPR Policy is also linked to all associated entities promoted by The Institute.

1.4.4 The objectives of this IP Policy are:

- a) To develop the environment for innovation, research and discovery of new knowledge in all the areas of academic, consultancy, research programmers and incubation facility offered by the institute.
- b) To further safeguard the intellectual property interests of all those who are involved in the creation of intellectual property at the Institute.
- c) To dissemination of the Institute's intellectual property for effective commercial utilization, such that the use imparts the benefits of the intellectual property to the public while in the process generates revenue for the Institute and the creators.
- d) To lay down a transparent administration system for the ownership and control of intellectual properties and sharing of the revenues generated and owned by the institute.



## **Part B OWNERSHIP**

### **2.1 Rights and Ownership of IP**

- 2.1.1 The creation of IP shall be contributed solely or jointly by Staff member as a Part of academic programs, R&D projects, consultancy projects, sponsored or in collaboration.
- 2.1.2 The institute shall be the owner of all the IP created by the Staff Members
- a. in the course and scope of his/her employment; or
  - b. making Substantial Use of the Institution's resources.
- 2.1.3 If an IP has emerged as a result of an Institutional/Industrial consultancy, sponsored to the institute, the concerned external agency and the institute shall equally own the IP. This however will not apply to those IP that are covered under specific MoU's where the action shall be carried out as per the provisions of the MoU's. If the IP is a result of funds sponsored by an outside agency, then the IP will be shared between the institute and the sponsoring agency on case by case basis, as per MoU/Agreement/Undertaking between the institute and the outside agency.
- 2.1.4 In case of multiple originators of an IP, all the originators will decide among themselves how to share the proceeds of an intellectual property. If they fail to arrive at a consensus, the IPR Committee will analyze all available information and make a recommendation to the Vice Chancellor of BSARCIST . The decision of the Vice Chancellor of BSARCIST shall be binding and final.
- 2.1.5 The Institute shall be the owner of all the copyrights and data generated from a wide spectrum of investigations, research, surveys etc. implemented at the institute. The Institute would operate not only as a repository of such data, but also be involved in transaction of data with other organizations, agencies, institutions, commercial organizations, intergovernmental bodies, etc.
- 2.1.6 The Staff Members shall grant to the Institution a non-exclusive, royalty free license to use their Scholarly Works for the Institution's [administrative, promotional] Research and teaching purposes.

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

### Ownership of IP

Sl.No	Activity	Owner of IP	Creator/Inventor
1	Academic Research	Institute	Faculty and Students
2	Govt. funded sponsored research	Institute	Faculty and Students
3	Non- Govt. funded sponsored research	Jointly by institute of and the funding agency	Faculty, Students and Visitors
4	Partially Non-Govt. funded research	Jointly by institute of and the funding agency (on discretion of CTT director)	Faculty, Students and Visitors

### 2.2 Publications and Disclosures

2.2.1 The Institution recognizes and endorses the rights of Staff Members, Students and Visitors to publish their Scholarly Works, provided that any Scholarly Work which may disclose any possible IP shall first be cleared by CIPR after having an opportunity to protect such Institutional IP.

2.2.2 For patentable IP, it is essential that the patent protection is filed before the publication or disclosure of it in any other form of public domain.

2.2.3 When the inventors/creators believe that they have generated patentable or commercializable intellectual property using Institute-supported resources, they shall report it promptly in writing along with relevant documents, data and information, to the Institute using the Invention Disclosure Form appended in Annexure 2. The information shall constitute a full and complete disclosure of the nature, particulars and other details of the intellectual property, identification of all persons who constitute 'the creator' of the property, and a statement of whether the creator believes he or she owns the rights to the intellectual property disclosed, or not, with reasons. Where there are different creators of components that make up a system, the individual creators and their contributions must be identified and treated separately.

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

2.2.5 Confidentiality shall be maintained till the dates stipulated in the contract between the concerned parties. Once the IPR is ensured, (published in the Journal of Indian Patent Office) the inventor/creator is encouraged to publish the work in the interest of general public.

### **2.3 IP Filing and operations**

2.3.1 Potential IP that may arise out of projects/research activities at the institute shall be directly reported to CIPR office for direction on filing of IP in such manner described in the workflow of IP Disclosure Process as appended in Annexure 1.

2.3.2 After submission of application for IP in India, CIPR office shall guide the inventors on the protection of invention in foreign countries. However, for filing of Patent in Foreign Countries, decision will be taken by the IP Committee along with the Inventor for respective countries.

2.3.3 After submission of application for IP, CIPR office shall be responsible for managing all the communications with the Government offices related to concern IP. The inventor/creators shall provide their support time to time in the process of IP registration.

### **2.4 IP portfolio maintenance and Fees**

2.4.1 All expenses for obtaining or filing statutory rights in Institute-owned intellectual property will be borne by the Institute.

2.4.2 All expenses for maintaining statutory rights in Institute-owned intellectual property will be borne by the Institute for the first seven years.

2.4.3 If a joint IP is obtained with sponsoring agency, then the expenses will be equally shared between the institute and sponsoring agency. All expenses concerning maintenance of joint IP will be equally shared between the institute and the sponsoring agency. If the sponsoring agency does not show interest in such process, the institute can either continue the IP for its full term or withdraw application for IP protection, at its discretion.

2.4.4 CIPR shall maintain records of the Institution's IP in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance or annuity fees of

protected IP, and shall, within a reasonable time, inform the person or department designated to make such payments.

2.4.5 CIPR shall maintain income/expense accounting records on each IP so that revenue sharing allocations can be calculated.

**Part C**  
**COMMERCIALIZATION**

**3.1 Commercialization of IP**

- 3.1.1 The Institute shall take necessary steps to commercialize all Institute-owned property. All endeavors related Technology Transfer shall be planned, executed and managed by CTT. It shall strive to identify potential licensee for the IP owned by the institute or which it has interest. CTT may solely or in contract with any of the technology management agency shall manage the commercialization of IP.
- 3.1.2 CTT is not legally bound to commercialization of each property and the creators may not claim such right. It shall be in the sole discretion of the IP Committee to determine commercialization of the property on the advice of Director of CTT.
- 3.1.3 Creators of IP which has been selected for IP protection and Commercialization by the Institute must provide CTT with all reasonable support in the assessment, protection (including preventing premature disclosure and execution of any documents including deeds of assignment and deeds attesting to creatorship), and Commercialization of the IP.
- 3.1.4 Th Institution will ensure that reasonable efforts are made to keep the Creators informed and, where appropriate, such persons involved in the Commercialization of the IP to which they contributed.
- 3.1.5 Commercialization Pathways. Modes of IP Commercialization may include:
- a. license, either exclusive or non-exclusive, and variations thereof
  - b. assignment (sale)
  - c. formation of a commercial entity or startup to which the IP is licensed or jointly owned in terms of this Policy;
  - d. non-profit use or donation;
  - e. joint ventures;
  - f. royalty free access on humanitarian or other grounds; or
  - g. various combinations of the above.
- 3.1.6 If exclusive rights of IP have not been assigned to the third party, creators may enter into a contract with any potential licenses on their initiative maintaining confidentiality and taking care through Non Disclosure Agreement with the concurrence of the institute.

3.1.7 In case the Institute succeeds in commercialization of intellectual property, the revenue generated through royalty payments will be equitably shared among the creators and the Institute as per the terms in article 3.2.

### **3.2 Incentives and Revenue Sharing**

3.2.1 Any type of payment received and/or royalty acquired from commercialization of institute owned intellectual property will be shared between the Institute and the Inventors/Creators. The sharing of payments realized from licensing of Intellectual property of shared as follows:

Revenue Sharing from Licensing	
Institute, CTT	Creators / Inventors
20 %, 20%	60%

3.2.2 60 % (sixty percent) of the total revenue (lump sum payment, royalty or any other form) accruing from the commercial exploitation of IP shall be credited to the Creators / Inventors. 20 % for BSARCIST Institute and 20% for CTT .

3.2.3 The revenue acquired from the joint IP shall be equitably shared between the institute & CTT and the joint owners of the IP, such agreement shall be executed at the time of commercialization in consultation with the concerned agency or creators.

3.2.4 The revenue sharing between the creators (also for joint creations) and institute shall be mutually agreed in writing between the creators at the time of the disclosure of the creations to the CTT. (Annexure 5)

### **3.3 Conflict of Interest**

3.3.1 Staff Members have a primary professional obligation to act in the best interests of the Institution; they should avoid situations where external interests could significantly and negatively affect their work ethic and research integrity.

3.3.2 It is the responsibility of all Staff Members to ensure that their agreements with external parties do not conflict with their duties and responsibilities in terms of this Policy.

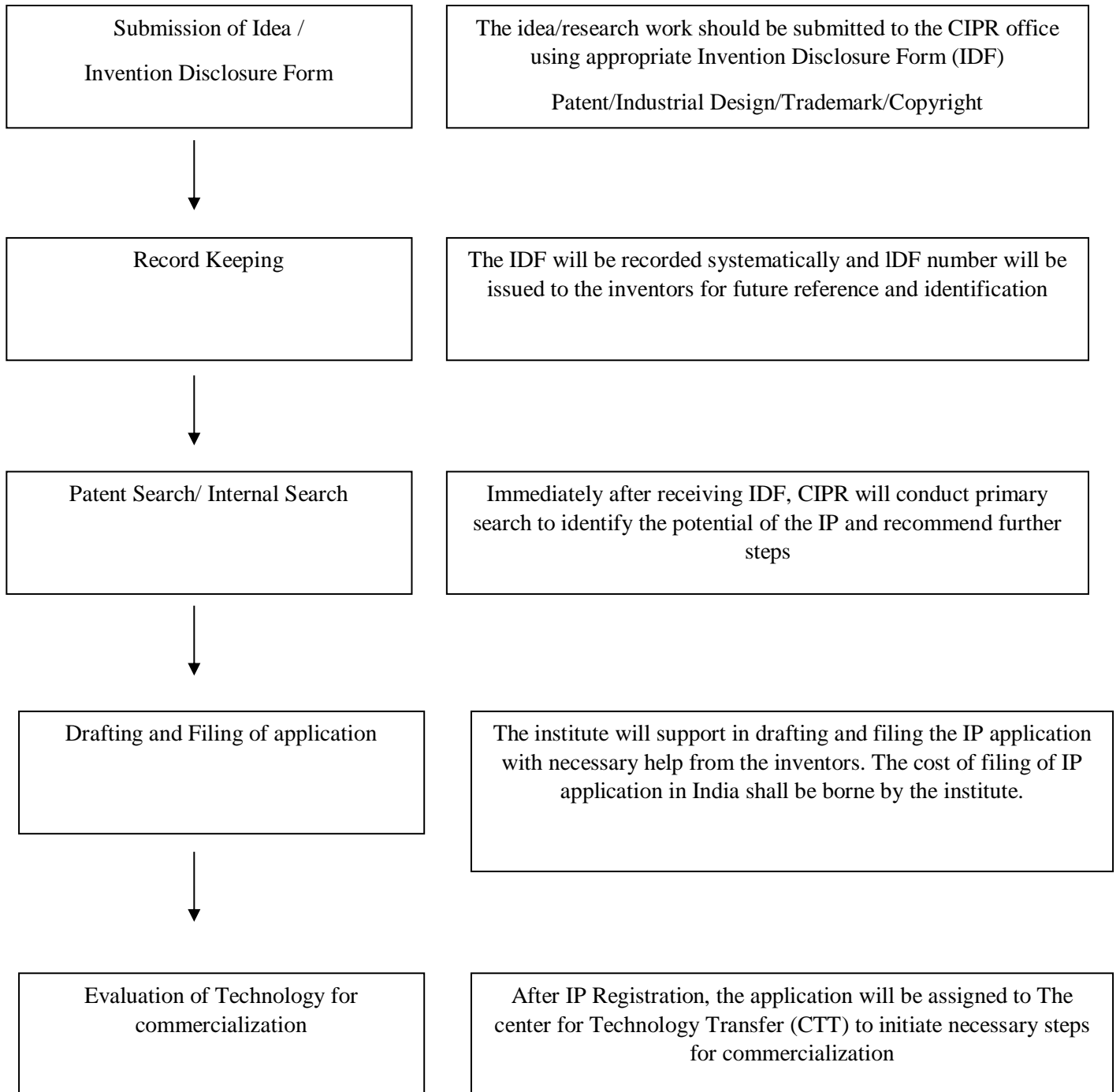
- 3.3.3 Any internal disputes or questions of interpretation arising under this Policy must in the first instance be referred to CIIC for consideration and mediation by the IP Committee.
- 3.3.4 If the matter cannot be resolved by the IP Committee within three months, then the dispute or question of interpretation must be referred to the Vice Chancellor of BSARCIST Institution.
- 3.3.5 The Vice Chancellor may at his/her sole discretion refer the matter an independent committee for arbitration as final arbiter of any disputed issues or for final determination. (As per Arbitration Clause 14 in Annexure 4
- 3.3.6 All agreements to be signed by the Director of CIIC on behalf of the Institute shall seek jurisdictions of the courts in Chennai and / or any court in India and all the contracts / agreements shall be governed by the appropriate laws of India.

#### **3.4 Amendment**

- 3.4.1 This Policy may be amended at any time by a decision of the IP Committee. In this case:
- a. all IP disclosed on or *after* the effective date of such amendment shall be governed by the Policy as amended; and
  - b. all IP disclosed *prior* to the effective date of the amendment shall be governed by the Policy prior to such amendment, provided that the provisions of the Policy (as amended) shall apply to all IP licensed or otherwise Commercialized on or after the effective date of any such amendment regardless of when the IP is disclosed.
- 3.4.2 The intellectual property policies and guidelines of the Institute are subject to, and thus amended by the specific terms pertaining to intellectual property rights laws of the nation, National IPR Policy, MHRD Policy.

## ANNEXURE 1

### WORKFLOW OF IP DISCLOSURE PROCESS





## ANNEXURE 2

### NON-DISCLOSURE AGREEMENT

This Agreement is made on this date day of month, year between \_\_\_\_\_ and Crescent Innovation & Incubation Council, Vandalur, Chennai – 600 048.

1. \_\_\_\_\_ having their principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Disclosing Party" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the First Part;

#### AND

2. The Director of Crescent Innovation & Incubation Council (CIIC) having his office at BSA Crescent Institute of Science & Technology, Vandalur, Chennai -600048 (hereinafter referred to as "Receiving Party", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Second Part;

#### WHEREAS

A. The disclosing party is engaged in the business of \_\_\_\_\_ for the past \_\_\_\_\_ years.

B. The disclosing party has approved the receiving party for possible Patents for their invention titled“ \_\_\_\_\_”. The Disclosing Party and the Receiving Party will be discussing the above possible invention. The Parties acknowledge that during the course of discussions between them, the Receiving Party shall become privy to certain Confidential Information (defined hereinafter) relating to the Disclosing Party and the Receiving Party has agreed to be bound by the non-disclosure provisions of this Agreement to govern the use and disclosure of the Confidential Information.

C. In consideration of the mutual promises and agreements between the Parties hereto, the Parties have agreed to enter into this Agreement to govern the terms and conditions of their association.

NOW THEREFORE IT IS HEREBY AGREED BY AND AMONGST THE PARTIES AS UNDER:

## **1. CONFIDENTIAL INFORMATION**

1.1 For the purpose of this Agreement, the term "Confidential Information" shall mean such information relating to the Disclosing Party as the Disclosing Party may from time to time provide to the Receiving Party under or relating to this Agreement including all information communicated in writing or orally relating to:

- (a) inventions, ideas, processes, research, formats, formulas, human readable code on any media, object code, data, programs, specifications, other works of authorship, improvements, discoveries, developments, designs and techniques;
- (b) product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information;

## **2. NON DISCLOSURE AND CONFIDENTIALITY**

2.1 The Receiving Party recognizes that in the course of its discussions with the Disclosing Party it shall be privy to Confidential Information relating to the Disclosing Party. Accordingly, the Receiving Party agrees and undertakes:

- (a) that the Receiving Party shall not, without the prior written permission of the Disclosing Party, directly or indirectly disclose or cause to be disclosed any Confidential Information to any third party till the time of publication of Patent or other IP's in the Intellectual Property Office. Further, once the patent is published in the IP office journal, it shall be considered being in the public domain after which there shall not be any confidentiality of that particular invention.
- b) the Receiving Party shall maintain confidentiality for all the IP generated till the time of its publication in the IP office Journal after which the agreement may be considered dissolved.
- (c) that the Receiving Party shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
- (d) that the Receiving Party shall promptly inform the Disclosing Party of any accidental disclosure of Confidential Information and shall take all steps, together with the Disclosing Party, to retrieve and protect the Confidential Information; and
- (e) that the Receiving Party shall use the Confidential Information only for the purpose for which it was provided and shall not profit from the same in any unauthorized manner.

2.2 The Receiving Party shall strictly adhere to the provisions mentioned above except:

- (a) to the extent that such Confidential Information is already in the public domain or will be made public, other than by breach of this Agreement;
- (b) to the extent that such Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the Receiving Party is subject or with whose instructions it is customary to comply under notice to the Disclosing Party;
- (c) in so far as it is disclosed to the employees, directors, partner, financiers or professional advisers of the Receiving Party, provided that the Receiving Party shall procure that such persons treat such Confidential Information as confidential; and
- (d) to the extent that any of such Confidential Information was previously known or already in the lawful possession of the Receiving Party, prior to disclosure by the Disclosing Party.

2.3 The Receiving Party shall not, except as and to the extent required, make any copies or reproduce the Confidential Information. Such copies or reproductions shall be subject to the terms and conditions of this Agreement and the Receiving Party shall take such steps as are necessary to restrict access to and protect the confidentiality of such copies or reproductions of the Confidential Information.

3. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently derived by Recipient.

4. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

5. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR HEREINABOVE MENTIONED:

Signed

By the Disclosing Party

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Signed

By the Receiving Party Center for Intellectual Property Rights, through

Director

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Place:

Date:

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**ANNEXURE 3**  
**INVENTION DISCLOSURE FORM (IDF)**

Application - CIIC

**Crescent Innovation & Incubation Council (CIIC),  
Chennai 600048.**

**E-mail:ceociic@crescent.education**

**Sl.No:**

(For CIIC Office Use only)

**Date:**

**Invention Disclosure Form**

**GENERAL INFORMATION**

**I. TITLE OF THE INVENTION**

**II. CONTACT INFORMATIONS**

1. Details of the main inventor:

<b>Name (Official Designation &amp; Address with Phone No)</b>	<b>Permanent Address with Phone No</b>	<b>Citizenship</b>	<b>Mobile No's</b>	<b>E mail id</b>

2. Details of the additional inventors:

S.No	Name (Official Designation & Address with Phone No)	Permanent Address with Phone No	Citizenship	Mobile No's	E mail id
1					
2					

3. To whom communication has to be sent (Name, Address, Telephone No, Mobile No, E-mail Id, etc):

### III. INFORMATIONS FOR PATENT

1. Field of the invention:

2. Novelty of the invention:

3. Innovative features:

4. Abstract of the invention:

5. Background of the invention:

6. Existing state-of-art related to the invention (Includes Patent, Literature Searches, etc)

a) The kind of patent search you request for (Please Tick)

- Prior-Art Search
- Freedom to Operate
- Patent Validity Search
- Infringement Search
- Inventor/Assignee Search
- Bibliographic Search
- Not Preferred

7. Drawbacks of the existing state-of-art and how the drawbacks have been overcome and advantages of your invention:

8. Detailed description of the invention with drawings (If any):

9. Industrial applications of the invention:

10. List of keywords (*in capital letters*) relevant to the invention:

**IV. FUNDING SUPPORT FOR THE INVENTION**

1. Sponsoring agency:

a) Whether the invention developed under any project funds:      YES  NO

b) If yes, name of the funding agency along with the reference No and Date:

(Please enclose the first approval letter from the Agency)

**V. PUBLIC DISCLOSURE**

1. Whether the invention has been described or discussed in any journals, abstracts, papers, conferences, oral presentations, news, thesis or other mediums?

YES     NO (If yes give the details).

## VI. USE OF PROPRIETARY MATERIALS

1. Indicate whether any part of the invention is based on the proprietary material(s) or special technique(s) obtained from a third party (such as a company or another institution):

YES  NO (If yes give the details).

2. Indicate whether any biological materials is used      YES  NO  NA

- a) If yes, please provide the details of the biological resources/ or associated knowledge used in the invention:

- b) If yes, please mention the geographical location from where the biological resources used in the invention are collected:

3. Have you deposited the biological materials (if any) in an International Depository Authority (IDA)?

YES  NO  NA (If yes give the details).

- a) Name and address of the International Depository Authority:

- b) Date and number of deposition of the Biological material(s):



**VII. MARKET EVALUATION**

1. Whether your invention is concept only, laboratory tested or prototype.

2. List the products or process that competes with your invention.

3. Suggest few companies (along with their complete contact details including mobile no and email id), which may be interested in your invention?

4. Approximate commercialization value of your invention:

**VIII. INFORMATION FOR DESIGN REGISTRATION**

1. Title of the invention:

2. Novelty of the invention:

3. Innovative features:

4. Abstract of the invention:

5. Background of the invention:

6. Detailed description of the invention:

7. Photographs / Drawings of the article in seven views (front, rear, top plan, bottom plan, left and right side elevation and isometric), (six copies of each view).

8. Industrial applications of the invention:

**IX. INFORMATION FOR TRADEMARK REGISTRATION**

1. Name of the Trademark:

(Provide exact name which has to be trademarked)

2. Logo to be Trademarked:

(Provide correct aspect ratio, size, colours of logo, etc, which has to be trademarked)

3. Trade Description: (please Tick appropriate Trade of yours)

Goods  Services

4. Please explain the type of Goods or Services:

5. Date of Trademark first used:

#### **X. INFORMATION FOR COPYRIGHT FILING**

1. Type of creation (Please tick )

Artistic Works

Musical Works

Literature Works

Dramatic Works

2. Provide brief description of the functionality/use of your creation

3. Whether the work is published or unpublished:

4. Language of the work:

**XI. OTHER INFORMATION**

1. List of three expert members (along with their Name, Designation, Official Address, Residential Address, Mobile No, Office Phone No, Residential Phone No, E-mail id, etc) in the field of proposed invention (*preferably in and around Chennai*).

**SIGNATURE**

I/We the undersigned inventor(s), through my/our activities at \_\_\_\_\_, hereby, declare that any information pertaining to the above furnished inventions, ideas, trademarks, copyrights, designs, etc are results of my/our true works. I acknowledge that Crescent Innovation and Incubation Council (CIIC), Chennai is accepting this information for review purposes only. I/We also understand that any comments, suggestions, reports, etc which I/We receive review based upon this analysis is neither meant nor understood to be a conclusive legal opinion. Further, I/We agree that CIIC, Chennai cannot be held responsible for acceptance or rejection or any other office actions of my/our inventions, creations, copyrights, trademarks, designs by appropriate authorities. Hereby disclose this “Invention” to the CIIC, Chennai on the date signed below. I/We understand that my/our obligations regarding this Invention are governed by the Anna University “IPR Policy”.

Signature of the Inventor(s)

By :	By:
Name :	Name:
Date:	Date:

By :

Name :

Date:

By:

Name:

Date:

Please submit the completed Invention Disclosure Form and Signature Page signed by all inventors and a soft copy (in person) to

**The Director,  
Crescent Innovation & Incubation Council –CIIC  
BSA Crescent Institute of Science and Technology,,  
Vandalur, Chennai – 600 048..**

Payment shall be made in the form of Demand Draft in favour of

**“THE DIRECTOR, Crescent Innovation & Incubation Council -CIIC - 25”,**

Payable at **CHENNAI**

**FOR OFFICE USE ONLY**

1. Name of the person who made the search:

\_\_\_\_\_

2. Kind of search made:

- Prior-Art Search
- Freedom to Operate
- Patent Validity Search
- Infringement Search
- Inventor/Assignee Search
- Bibliographic Search

3. Name of the person who drafted the specification:

\_\_\_\_\_

4. Kind of specification:

- Provisional Specification
- Complete Specification

5. Date of Filing the provisional specification to the patent office:     /     /20

6. Date of Filing the Complete specification to the patent office:     /     /20

7. Date of request for publication:     /     /20

8. Date of request for examination:     /     /20

9. Initiatives taken for commercialization:

10. Actions taken by the patent office:

11. Details of any pre grant oppositions filed:

12. Date of counters filed to the Patent office:

14. Date of Grant of patents:     /     /20

15. Details of any post grant oppositions:

16. Details of Final Decision on the Patent:

**ANNEXURE 4**  
**TECHNOLOGY LICENSING AGREEMENT**

This TECHNOLOGY LICENSE AND MONETIZATION AGREEMENT (the “**Agreement**”) is dated as of \_\_\_\_\_ by and between

Crescent Innovation & Incubation Council (CIIC) having his office at BSA Crescent Institute of Science & Technology, Vandalur, Chennai -600048 represented by the Director of CIIC, hereinafter called ‘**Institute**’, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest & permitted assigns.

AND

<PARTY NAME> incorporated under the laws of India and having its principle place of business at <CONTACT DETAILS> hereinafter referred to as ‘<PARTY NAME>’ which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest & permitted assigns.

Institute and <PARTY NAME> shall also be jointly referred to as Parties and individually as Party herein.

**WHEREAS:**

- a. The institute has developed certain Inventions (as defined below) for which technology for which certain patent applications have been filed as set out in policy.
- b. <PARTY NAME> which is in the business of <.....>
- c. The parties have entered into a Non-Disclosure Agreement dated \_\_\_\_ pursuant to which certain information has been shared with <PARTY NAME>. The Non-Disclosure Agreement will continue to be in force and shall merge with the terms of this Agreement.
- d. <PARTY NAME> has approached the Institute and the Institute is agreeable to provide a limited license to enable <PARTY NAME> use the Institute’s Invention to carry-out certain Modifications and monetize the Inventions for the mutual benefits of the parties upon terms and conditions more fully set out herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:



1. **DEFINITIONS.** The following definitions set forth below apply to this Agreement:

- 1.1. "Fees" means the Fee more fully set out in policy, or any other amounts due from <PARTY NAME> to Institute hereunder.
- 1.2. "Field" means the use of the Inventions in the field of Manufacture of watches and clocks
- 1.3. "Modifications" means customization of the Invention to suit the product requirements of the potential customers, by carrying out translations, customization, derivative works and other changes to the Invention.
- 1.4. "Inventions" is the process, know-how, technology, software relating to the Inventions for which patent applications have been filed as set out in policy.
- 1.5. "License Fee" means the fee for the licenses granted hereunder, as set forth in policy
- 1.6. "Maintenance Fee" means the fee for Maintenance Services, as set forth in policy
- 1.7. "Net Sales" means and includes sales net of applicable taxes, cess and duties and all outgoings payable to any person, agency or authority related to the marketing and sale of products using the Invention and the Technology and including the costs relating to the services associated with the use of the product but not net of receivables or deliverables.
- 1.8. "Revenue" shall be the amounts referred to in clause 6 and as set out in policy
- 1.9. "Term" is defined in policy
- 1.10. "Territory" means the use of the Inventions within the territory of India.

2. **LICENSE GRANT / MONETIZATION**

2.1. **LICENSE GRANT.** Institute grants to <PARTY NAME> non-exclusive, non-transferable (except as set forth in policy), (subject to payment of the Fees as set out in this Agreement), license to use, manufacture a prototype, customize to the requirements of any potential customers and utilize the Invention as necessary or appropriate to the creation, modification, marketing, customization, demonstration, training or support of its and/or potential licensees/third party's products in the Field of <.....> and within the Territory of India.

2.2. Unless expressly permitted under this Agreement or otherwise by the Institute, <PARTY NAME> shall not:

- 2.2.1. Distribute in any manner any of the Invention, its derivatives or any portion thereof;
- 2.2.2. Decompile or reverse engineer any object code form of any portion of the Invention;

2.2.3. Rent, lease, license, transfer or otherwise provide access to the Invention or related components or transfer or assign the Invention or its rights under this Agreement; or

2.2.4. Enter into any agreements with any third parties in relation to the Invention without entering into a Non-Disclosure agreements with the potential licensees/customers; or

2.2.5. Enter into any agreement with any third party licensees or customers without the Institute's prior consent in writing.

2.2.6. Sell, transfer, assign or license any part of the Invention or this Agreement without the prior written consent of the Institute.

2.3 In case further work or research collaboration or testing is required, <PARTY NAME> and CIIC shall enter into a separate JDA/Consultancy upon terms mutually agreeable.

### **3. OWNERSHIP OF TECHNOLOGY.**

3.1. Institute represents and warrants to <PARTY NAME> and <PARTY NAME> a acknowledges that  
(i) Institute is the sole owner of the Invention identified on policy

3.2. All the rights in intellectual property owned by each party prior to the effective date of this Agreement or independently developed during the term of the Agreement, but outside the scope of the parties' relationship hereunder, shall remain with the respective party. Each party agrees that it has no right, title or interest in the other party's technology. For the avoidance of doubt, the parties agree that Institute retains ownership rights in its trademarks and no license thereof is granted hereunder.

3.3. <PARTY NAME> agrees that all the modifications made to the Invention in the future are owned by Institute, except as expressly set forth herein.

### **4. CONFIDENTIALITY.**

4.1. "Confidential Information" means (1) the Invention; (2) any and all other information, including any copies, notes or extracts thereof, disclosed by either party orally, electronically, visually, or in a document or other tangible form and is identified as confidential and/or proprietary; (3) any test results, error data, or other reports, made by the parties in connection with the license rights granted under this Agreement or when Institute is providing support and maintenance services; and (4) the terms and conditions of this

Agreement. Confidential Information does not include information that the receiving party can clearly establish by written evidence: (A) is available or becomes publicly available without breach of this Agreement; (B) is explicitly approved for release by prior written authorization of the disclosing party; (C) is lawfully obtained from a third party without a duty of confidentiality; (D) is lawfully known by the receiving party prior to disclosure by the disclosing party; or (E) is independently developed by the receiving party without use of the Confidential Information of the disclosing party or without a breach of this Agreement by the other party.

4.2. Each party will not use the other party's Confidential Information except as necessary for the performance of this Agreement and will not disclose such Confidential Information to any third party except to those of its employees and subcontractors that need to know such Confidential Information for the purpose of performing this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all of the other party's Confidential Information, but in no event less than the efforts that such party ordinarily uses with respect to its own proprietary information of similar importance. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest the order or requirement. In addition, each party may disclose the terms and conditions of this Agreement: (1) as required under applicable securities regulations; (2) on a confidential basis to its legal or financial advisors; and (3) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such party.

## 5. FEES/REVENUE SHARE.

In consideration of the licenses granted hereunder:

5.1. <PARTY NAME> shall pay the amount as described on policy

5.1.1. All Fees are due and payable fifteen (15) days from <PARTY NAME> receipt of a valid invoice.

5.1.2. All Fees are exclusive of all taxes, levies, tariffs, custom duties, and set offs, including but not limited to withholding taxes, all of which taxes shall be paid by <PARTY NAME> , Institute is exempt from deduction of TDS and will provide the certificate to <PARTY NAME> and therefore TDS will not be deducted on payments to the Institute.

5.2. <PARTY NAME> agrees to pay Institute, Royalty on units sold, incorporating said Invention as per policy and their audited statement of accounts.

5.3. In addition, <PARTY NAME> will pay CIIC an down payment payable on signing of the agreement & Annual fixed payment

6. <PARTY NAME> shall provide the audited statement of accounts and a statement certified by its accountant showing the net units sold. This statement shall be provided by <PARTY NAME> to the institute within a period of 30 days form the end of the financial year or if the audited accounts is not ready by this date.
7. All licensing royalties, fees, payments & reimbursements will be payable from Effective Date for the period of each patent.
8. **DELIVERY.** The Invention, associated tools and editable documentation (inclusive of all documentation described (collectively, “Deliverables”) will be delivered to the <PARTY NAME> as soon as practical after the Effective Date of this Agreement. The development of protocol, testing and customization shall be carried out by <PARTY NAME> with the consultation and consent of the Designate.

9. **LIMITED WARRANTY.**

- 9.1. Institute warrants that all Services will be performed in a professional manner by qualified personnel.
- 9.2. Institute warrants that it is the owner of the Invention and all intellectual property rights therein and thereto, and that it has the right to grant the licenses granted herein.
- 9.3. To the maximum extent permitted by law and except as specifically set forth, the Invention is provided on an “As-Is” basis, and the Invention is provided without warranties of any kind, either express or implied and whether arising under law or from the course of performance, course of dealing or usage of trade including, without limitation, any warranties of merchantability or fitness for a particular purpose and the Institute does not warrant, guarantee or make any representations regarding the use or the results of the test or any accompanying written materials in terms of their correctness, accuracy or otherwise.
- 9.4. Nothing contained in this Agreement shall restrict the Institute’s right to use the Invention for research or academic purposes. Institute shall also be entitled to enter into any other arrangement, agreement or contracts in relation to the Inventions.

## 10 INDEMNIFICATION.

10.1. <PARTY NAME> will defend, indemnify and hold harmless the Institute, its employees and researchers, and each of their officers, directors and employees from and against all liability, damages, costs (including attorney's fees and expenses) arising out of any action brought against it (or any such party) based on a claim that the Invention or the use of it in accordance with this. Institute shall have no liability under this Clause if the alleged infringement arises from (i) the use of the Invention other than in the manner specified in the applicable documentation, if such action would have been avoided but for the use in such manner, (ii) Modifications made by or for the <PARTY NAME> (other than by Institute) or (iii) a combination of the Invention with other hardware, firmware or software not provided by Institute, if such action would have been avoided but for such use or combination. The terms of this Clause state Institute's entire liability and <PARTY NAME> exclusive remedy for infringement claims.

10.2 <PARTY NAME> will defend, indemnify and hold harmless Institute, and each of their officers, directors and employees from and against all liability, damages, costs (including attorney's fees and expenses) arising out of any action brought against Institute (or any such party) based on a claim that the Invention, together with the Modifications, infringes any third party trade secret, copyright, patent or other intellectual property right, where such claim would not have been available with respect to the Invention absent the Modifications.

## 11 EFFECTIVE DATE AND DURATION.

11.1 This Agreement shall be effective \_\_\_\_\_ (the “Effective Date”) and shall remain in effect until a period of five (5) years unless earlier terminated pursuant to the terms hereof (the “Term”).

11.2 If, prior to the payment of all undisputed Fees owed by <PARTY NAME> under policy, a receiver is appointed over the whole or part of the assets of <PARTY NAME>, or if a petition is filed by or against <PARTY NAME> initiating any bankruptcy reorganization proceeding or if <PARTY NAME> makes an assignment for the benefit of creditors, or if any order is made or resolution is adopted for the dissolution of <PARTY NAME> or if <PARTY NAME> sells, enters into a joint venture or any arrangement with any third party, then <PARTY NAME> shall immediately notify Institute of such event, and Institute may at its sole discretion terminate this Agreement by written notice thereof within thirty (30) days after receipt of <PARTY NAME> notice, effective upon the date of its sending.

11.3 Notwithstanding anything to the contrary set out in this Agreement, in the event of breach of this Agreement, this Agreement may be terminated at the option of the non-breaching party, by written notice thereof to the breaching party, specifying in reasonable detail the reason for termination, if the breaching party breached or otherwise fails to perform or comply in a material respect with a material obligation or covenant, and such breach or failure is not cured within thirty (30) days of receipt of such notice.

11.4 Except for termination upon breach of Clause of this Agreement by the <PARTY NAME>, upon termination of this Agreement prior to its expiration per policy upon any termination or expiration of this Agreement, those provisions that expressly or by their nature survive. All other rights and obligations of the parties shall cease upon expiration or termination of this Agreement.

11.5 In the event of breach by the <PARTY NAME> of this Agreement and subsequent termination in accordance with the Agreement, within ten (10) days after termination of this Agreement, <PARTY NAME> shall **cease and desist** all use of the Invention or the Modifications using the Invention, documentation, materials and Modifications and shall return to the Institute full or partial copies of the Invention, documentation, materials and Modifications in the <PARTY NAME> or possession or under its control. <PARTY NAME> shall also return all materials, data or information in relation to the Invention to the Institute.

**12 NOTICES.** Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by Institute or <PARTY NAME> shall be in writing and shall be given or made in person or by overnight express delivery via federal express or a similar commercial express carrier, addressed to the respective parties at the addresses indicated on the first page of this Agreement (or an updated address communicated by a party to the other in writing) or any email sent to the concerned party. The effective dates of such notice shall be (1) upon evidence of successful facsimile transmission, or (2) upon the date of receipt of the express delivery as evidenced by the carrier's systems, or (3) when delivered, if in person. The above addresses may be changed at any time by giving prior written notice as above provided.

**13 COMPLIANCE WITH LAWS.** Institute and <PARTY NAME> shall comply, at their own expense, with all applicable federal, state, local and foreign laws, ordinances, regulations and codes in the performance of the Agreement. Institute and <PARTY NAME> agree to indemnify, defend and hold each other harmless from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any failure to do so.

**14 CHOICE OF LAW; ARBITRATION.** Any dispute relating to this Agreement which is not amicably settled between the Parties within 45 days, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act 1996, which Rules are deemed to be incorporated by reference into this Clause. The arbitration shall be conducted by a sole arbitrator appointed by the parties by mutual consent and in case of no consent within 30 days of an arbitrator being proposed by one of the parties, the parties may appoint an arbitrator each who may then appoint a presiding arbitrator. The venue for the arbitration shall be Chennai. Notwithstanding the foregoing, a party may bring a claim for immediate injunctive relief where appropriate in a court in such jurisdiction. The parties agree to submit to the exclusive jurisdiction of the Courts at Chennai.

**15 LIMITATION OF LIABILITY.** Except with regard to indemnification obligations or breach of confidentiality in no event will either party be liable to the other for indirect, incidental, special, consequential or exemplary damages arising out of or related to this agreement, including but not limited to, lost profits or business, even if it has been advised of the possibility of such damages. Regardless of the cause of action or the form of action, and (b) in no event will the liability of either party hereunder exceed the fees.

- 16 **FORCE MAJURE.** Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement, except for payment obligations, to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or nonperforming party or its subcontractors.
- 17 **WAIVER.** The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party shall not be construed to be a waiver of that right or remedy with respect to any other breach or failure by the other party.
- 18 **SEVERABILITY.** If any of the provisions of this Agreement shall be invalid or unenforceable, the invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.
- 19 **SIGNATURE.** The parties shall be entitled to rely upon and enforce a facsimile (including an electronic image) of any authorized signatures as if it were the original.
- 20 **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement shall not be modified or rescinded, except by a writing signed by Institute and <PARTY NAME>. The provisions of this Agreement supersede all contemporaneous oral agreements and all prior oral and written communications and understandings of the parties with respect to the subject matter of this Agreement.
- 21 **ASSIGNMENT.** This Agreement may not be assigned in whole or in part by either party without the written consent of the other, which consent will not be unreasonably withheld,.
- 22 **PUBLICITY.** No advertising, press releases, or similar public information concerning this Agreement will be published or caused to be published by either party without the prior written consent of the other party. Each party shall obtain the other's consent prior to any publication, presentation, public announcement or press release concerning the existence or terms and conditions of this Agreement. The arrangement with <PARTY NAME> may be listed in the regular list of the Institute's collaboration. The parties shall not use the name or trade mark of the other party to this agreement except by their written



consent. Accordingly, Institute shall first be allowed to peruse any publication, announcement, advertisement, Press release, broacher, text, literature, audio, visual or other content embodying, advertng or alluding to CIIC, proposed by <PARTY NAME>, at least 30 days before the proposed date of such publication, announcement, advertisement or Press release, to obtain Institute's written consent, amendment/s or refusal.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly empowered representatives.

<PARTY NAME>	<b>CENTRE FOR TECHNOLOGY TRANSFER, CIIC</b>
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____, <PARTY NAME>	Title: _____
Date: _____	Date: _____

**TECHNOLOGY LICENSING AGREEMENT**

**Dated**

**Centre for Technology Transfer, CIIC and**

<PARTY NAME>

**ANNEXURE A**

**[Page (1/1)]**

<b>CIIC Reference s</b>	<b>Title of Invention Technology</b>	<b>Application No. &amp; Dt.</b>	<b>Designated Faculty</b>	<b>Signature</b>
.....	.....	.....	.....	.....
			.....	.....

**TECHNOLOGY LICENCING AGREEMENT**

**Dated**

**Centre for Technology Transfer, CIIC and**

<PARTY NAME>

**ANNEXURE B**

1) Down-payment of <.....> on signing of the agreement

2) Annual payments

<PARTY NAME> will pay CIIC

1 <sup>st</sup> Yr of Grant	2 <sup>nd</sup> Yr of Grant	3 <sup>rd</sup> Yr of Grant	4 <sup>th</sup> Yr of Grant	5 <sup>th</sup> Yr of Grant

(The above amounts will fall due at the start of the agreement and every year thereafter. The amounts shall be paid within a period of 15 days from the date of receipt of Invoice from the Institute).

3) Royalty

(i) Royalty will be based on the sale price of the final product (Pericardial Patches).

(ii) The rate of royalty will be two and half percent (2.5%) of the net sale price.

(iii) The royalty will be payable for the life time of the technology incorporated in the final product (Pericardial Patches).

## ANNEXURE 5

(First Page to be Printed in 100 Rupees Non Judicial Stamp Paper)

### INVENTORS REVENUE SHARING AGREEMENT

THIS AGREEMENT is made at this day of, 20\_\_\_, for the invention entitled “\_\_\_\_\_”

#### BETWEEN

BS Abdur Rahman Crescent Institution of Science & Technology, having address at GST Road, Vandalur, Chennai 600 048. Tamilnadu.

#### AND

Crescent Innovation & Incubation Council, BS Abdur Rahman Crescent Institution of Science & Technology, having address at GST Road, Vandalur, Chennai 600 048. Tamilnadu.

#### AND

Inventor's Name (s): \_\_\_\_\_ working as a (Designation) \_\_\_\_\_ in the Department/Centre/ \_\_\_\_\_ BS Abdur Rahman Crescent Institution of Science & Technology. Chennai – 600048 having permanent address at \_\_\_\_\_

Hereinafter the , BS Abdur Rahman Crescent Institution of Science & Technology is called as «BSARCIST», Crescent Innovation & Incubation Council is called as «CIIC» and inventor(s) called individually the «inventor/creator» and collectively the «Parties» and any form of Intellectual Property called «IP»

#### WHEREAS

- the Parties have entered into a common research agreement leading to results potentially patentable or protectable under the Intellectual Property (IP) systems;
- It was agreed upon between the Parties that any IP resulting from the common work both of BSARCIST and inventor/creator then the ownership of the rights shall be settled as per the class (1) & (4) mentioned below.
- It was further mutually agreed by and between the parties, that each should share in the financial, other benefits derived from the use of any such discovery or invention, and that the greater part of any net income derived from discoveries or inventions shall be shared and settled as per the class (2) & (3).

NOW THEREFORE AGREEMENT WITNESSETH that the parties hereto have mutually agreed as follows:

#### 1) Ownership of IP:

The inventors/creator shall be the owner for all the intellectual property inventions, which includes patent and the inventions invented or created by the inventors / creators who include faculty members, research, scholars, students and those who make use of the resources of the BSARCIST.

If an IP has emerged as a result of an Institutional/Industrial consultancy, sponsored to BSARCIST the concerned industries and BSARCIST shall own the IP. This however will not apply to those IP that

are covered under specific Memorandum of Understandings (MoU's) where the action shall be carried out as per the provisions of the MoU's. If the IP is a result of funds sponsored by an outside agency, then the IP will be shared by the BSARCIST and the sponsoring agency on case-by-case basis, as per MoU/Agreement/Undertaking between BSARCIST and the outside agency.

2) Patent fee:

- i. BSARCIST will pay 100 % of the patent registration expenditure and the patent renewal fees for the first seven years in all cases when patent is taken by BSARCIST.
- ii. If it is a joint patent with sponsoring agency, then the patenting cost will be equally shared. If the other agency does not show interest in such process, BSARCIST can either continue the patent by paying the fees for its full term or withdraw application for the patent protection, at its discretion.

3) Revenue sharing: The revenue sharing arrangements are as below:

60% (sixty percent) of the total revenue (lump sum payment, royalty or any other form) accruing from the commercial exploitation of IP owned by BSARCIST shall be credited to Inventors/creators. 20% of the revenue shall be credited to BSARCIST and remaining 20% to CIIC.

The BSARCIST bears the charges incurred for processing and acquisition of intellectual property rights and the BSARCIST shall bear the maintenance charges for first 7 years or until commercialization, whatsoever is earlier.

4) Conversion/Transfer of IP:

BSARCIST shall anytime share the ownership of the IP with the prior consent with the inventor/creator. In such condition inventor/creator shall be the co-owner of the invention and BSARCIST and CIIC shall be instrumental in process of conversion.

**SIGNATURES**

We, the undersigned, agree to the terms described on this agreement

\_\_\_\_\_  
Inventor/Creator Date

\_\_\_\_\_  
Registrar Date

\_\_\_\_\_  
Director (CIIC) Date

**Reference:**

- *MHRD Innovation Policy*
- *WIPO (World Intellectual Property Organization) Guidelines for Universities*
- *IIT Madras*
- *IIT Delhi*
- *IIT Bombay*
- *IIT Kharagpur*
- *IIT Kanpur*
- *Anna University*