



INTELLECTUAL PROPERTY (IP) POLICY

With effect from JUNE 2021



Kazi Nazrul University, Asansol

WB-713340, India



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1. PREAMBLE:

Kazi Nazrul University was established through Sub-section (2) of Section 58 of Kazi Nazrul University, Act 2012(West Bengal Act XIX of 2012) where it is stipulated that “The objects of the University shall be to respect the dignity of all the stake holders ethically as well as through statutory norm.”. The pace of modern science, resulting in new and useful inventions, initiated a need for a central policy in determining the course of creation, protection and commercialization of intellectual property at Kazi Nazrul University (KNU). This has resulted in establishment of the Institute Intellectual Property Right Committee to encourage creation and protection of intellectual property in the Institute. Knowledge generated through Research, teaching, and collaborative endeavours gets encouragement and facilitation to be translated easily into Intellectual Property Rights of the stake holders which is the prime concern for prudent IPR management practices in our University. This is the only reason to formulate a IPR management policy, procedural guidelines, and administrative structure. IP is also a need of the hour in this global country for making the inventions made in the course of research carried out in the University available to the public while providing adequate safety to the IPR. Needless to say, the University must safeguard the interest of inventor(s) of IP and provide fair distribution of academic and financial returns accruing from the commercialization of the same. Thus, creating an informed environment of IPR awareness is all the more relevant in this digital World. Since government provides funds for infrastructure, research and other services so it is expected that any invention, innovation and research findings, arising from the University would be used for the development of the country and that no useful inventions would be kept unutilized, through unfair monopoly of ownership. The policy laid down in this document is expected to fulfill the commitment of the Institute to promote academic freedom and provide a conducive environment for research and development.

2. STAKEHOLDERS OF IPR: The stakeholders of any IPR generated in the course of research, experiments and laboratory practices, preparation of assignments, teaching etc that has been pursued within KNU, and/or by way of using KNU infrastructure.

- (i) KNU, as an Institution
- (ii) Faculty of the University
- (iii) Research Scientists hosted by the University
- (iv) Technical/non-technical staff of the University



(v) Collaborators/ Visiting Scientists/Guest faculty from other institutes or industry working in the University

(vi) Post doctoral fellows/Research Officers working in the University.

(vii) Research students enrolled in the University

(viii) Visiting research students from other institutes

(ix) Funding Agency

3. OBJECTIVES:

The major objectives of the IP Policy, KNU are:

- To create public awareness about the economic, social and cultural benefits of IPRs among all sections of society
- To stimulate the generation of IPRs
- 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.
- To facilitate the faculty members, staff members, research scholars and students to obtain IP.
- To frame standards for do's and don'ts for the Institute, creators of intellectual property and their sponsors relating to inventions, discoveries and original works originating from the Institute;
- To explore possible commercialization of the IP owned by the Institute.
- To frame guidelines regarding share and revenue earned for the Intellectual Property between the inventor/Author/Owner and the Institute
- To make the Institute a prime academic research institution pursuing the highest ideals of scholarship and teaching by dissemination of the benefits of Intellectual Property originated from the Institute to the community and society
- To enable the Institute to make beneficial use of such developed IP for the maximum possible benefit of the creators, the Institute, and the nation at large and establish the Institute Intellectual Property Right Committee (IIPC), IIE cell and IP Cell to encourage creation and protection of intellectual property in the Institute.



IP Policy, KNU 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 the Institute.

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 projected to protect the respective interests of all participants by ensuring that the benefits of such property accrued 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.

4. DEFINITIONS:

(1) **"Intellectual Property"** refers to Intellectual Property is divided into two categories:

i. Industrial property, which includes inventions (patents), trademarks, industrial designs, and geographic indications of source and ii. Copyright.

(2) **"Copyright"** which includes literary and artistic works such as novels, poems and plays, films, musical works, artistic works such as drawings, paintings, photographs and sculptures, and architectural designs. Rights related to copyright include those of performing artists in their performances, producers of phonograms in their recordings, and those of broadcasters in their radio and television programs

(3) **"Author/Owner"** means faculty, students, staff or visiting faculty who has/have written or created a creative work.

(4) **"In house research"** means to conduct the research within the University and research using University facility.

(5) **"Collaborative Activity"** is the research undertaken by institute personnel in cooperation with industry and/or other researcher (s) who are nor personnel from institute

(6) **"Confidential Information"** means Information not in the public domain and declared confidential by parties as such in a MOU/Agreement that has been signed by the parties.

(7) **"Conflict of Interest"** or a **"Potential Conflict of Interest"** exists when an inventor/author is or



may be in a position to use either creative work or influence for unmerited personal or family gain.

(8) **“Copyrightable Work”** is a creative work that is protect-able under copyright laws. Copyright protection is available for most literary, musical, dramatic, and other types of creative work, including software, teaching materials, multimedia works, proposals, and research reports.

(9) **“Creators”** are persons who have produced any original work.

(10) **“Cumulative Earnings”** from a patent/patent application are the total earnings to date obtained from the commercialization of the patent/patent application.

(11) **“Design Registration”** means Registration of the novel non-functional features such as shape or ornamentation of a product.

(12) **“Institute personnel”** includes but is not limited to the faculty, students, staff or visiting faculty, researchers and scientists at the Institute.

(13) **“Intellectual Contribution”** means original technical or artistic contributions.

(14) **“Invention”** includes but is not limited to any new and useful process, formula or machine conceived or first reduced to practice in whole or in part, defined within the purview of the Patent Act. Inventor(s) are person(s) who produce an invention.

(15) **“Licensing”** is the practice of renting the intellectual property to a third party.

(16) **“Earnings”** mean Earnings resulting from the licensing or commercialization of the IP, reduced by the outstanding actual expenses incurred in obtaining and commercialization of the IP.

(17) **“Patent”** means the exclusive right granted by law for making, using or selling an invention.

(18) **“Royalty”** is the payment made to an inventor/author or an institution usually for legal use of a patented invention or any Intellectual Property when licensed.

(19) **“Significant Use of Institute Resources”** is any usage of Institute’s resources in the creation of the invention(s), excess of the routine uses of office facilities, computers, library resources and resources available to the general public.

(20) **“Software”** means anything executable in a computer.

(21) **“Teaching material”** means any material that aids the process of teaching.

(22) **“Trade Mark / Service Mark”** is a distinctive word, symbol or picture or a combination of these, which is used by a business entity to discriminate its products and services from those of other business entities.



(23) “**Trade Secret**” Usually some information such as know-how of commercial or strategic value that is not disclosed to all and is used in a restricted manner.

(23) “**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.

(24) **IIPC** (Institute Intellectual Property Committee), **IP cell** (Intellectual Property Cell), **IIE cell** (Innovation, Incubation and Entrepreneurship Cell) has been formed as per the UGC and AICTE norm.

5. IPR ASSIGNMENT AND PROTECTION:

5.1. IP created through In-House Research:

The KNU shall be the owner of all intellectual properties (IP) including inventions, designs, software and such other creative works carried out at the Institute except in respect of the activities carried out jointly with other institutions / organizations or under a sponsorship agreement with any external agency, in which case the ownership will be decided and be agreed upon mutually through MOU. Intellectual property is owned wholly or exclusively by KNU if:

- A.** It has been developed either solely with the use of funds / facilities provided by KNU or with a mix of funds/facilities of KNU and external agencies but without any formal associated agreement
- B.** It has been developed with the use of external funds / facilities, including, that of sponsored research and consultancy projects without any associated agreement.
- C.** It has been developed under any contract arrangement including “work for hire”, work commissioned and/or outsourced by KNU.
- D.** It has been developed pursuant to a written agreement where ownership has been transferred to KNU. Examples are work assigned to programmers, writers of KNU publications, etc.
- E.** It is not assignable to an individual or a specific group of identifiable contributors, i.e. software or technology or process developed over a period of time with contribution from different individuals of / for KNU.

5.2. IP created through Sponsored Research:

As a general rule, Intellectual Property Rights of inventions arising out of research projects undertaken



on behalf of the sponsoring agencies shall be taken jointly in the name of the Institute and sponsoring agencies; when the sponsoring agencies bear the cost of filing and maintaining of the IPR equally. If the sponsoring agencies are not forthcoming, the Institute at its discretion may file the application with absolute ownership and Institute will meet the entire cost offering and protection of IPR. If an IP is created as a result of sponsored research project or consultancy assignment/ project where the contract / MOU / agreement does not specify the ownership and/ or licensing of such IP, the Institute shall own the IP. The Institute may however, if it deems appropriate, enter into a separate agreement / contract with the sponsor for licensing the IP to it or jointly with it, which will specify payment of additional fees / royalty.

In specific cases, provisions related to Intellectual Property Rights (IPR) made in contracts governing the sponsored research activity shall determine the ownership of IP arising out of sponsored research or consultancy assignment.

5.3. IP created through Collaborative Research:

All intellectual property jointly created, authored, invented, conceived or put into practice during the course of collaborative research undertaken jointly by the Institute with Collaborating Institutions (including Foreign Institutions), shall be jointly owned and the Institution will share the cost of IP registration equitably with the Collaborating Institutions in accordance with law. Where the Collaborating Institutions are not forthcoming for filing joint

IPR application, the Institute at its discretion may file the application with absolute ownership and Institute will meet the entire cost of filing and protection of IPR.

An employee of the Institute who is on deputation to another organization or permitted by the Institute to carryout collaborative work in another organization, or a student who is permitted by the Institute to be an intern in another organization while being registered as a student in the Institute, and who is engaged in research in the organization with the permission of the Institute, shall be required to inform the Institute and get necessary permission and approval from the Institute to sign any non-disclosure agreement(s) (NDA) with that organization. The ownership of any IP created in such circumstances will be decided by the specific provisions or agreements made in contracts governing the collaborative activity. In the absence of any such provisions or agreements, the IP shall be jointly owned by the Institute and the organization and the Institution will share the cost of IP registration equitably with the organization. Where the organization is not forthcoming for filing joint IPR application, the Institute at its discretion may file the application with absolute ownership and Institute will meet the entire cost of filing and protection of IPR.



For a multi-country/multi-institutional collaborative project, there must be an explicit agreement defining the ownership of IP generated.

Normally, IP will be shared among only those parties that contribute towards creation of IP through direct involvement of their human/other resources. In case of collaborative activity with foreign institutions involving indigenous biological material, IP ownership has to take into account restrictions as per the prevailing 'Biological Diversity Act 2002' of India.

The Intellectual property can be owned by the Inventor(s) if:

None of the situations defined above for KNU or Third-party ownership applies, and the IP is unrelated to the inventor's engagement with KNU. For faculty and staff, the engagement implies responsibilities associated with employment. It is also expected that the person concerned would have pursued these activities outside of normal working hours of KNU. A typical flowchart for obtaining a patent is in ANNEXURE 2

5.4. Copyright:

The Institute will not own the rights in copyrightable works such as books, articles, monographs, lectures, speeches and other communications produced by the staff in the course of research and teaching using Institute resources.

Ownership of copyright of all copyrightable work shall rest with the author(s) with the following exceptions:

- A. If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IP, made in contracts governing such activity, shall determine the ownership of IP.
- B. The Institute shall be the owner of the copyright of work, including software, created by the Institute personnel with significant use of Institute resources. The Institute may demand assignment of the copyright in whole or in part depending on the degree of Institute-supported resources used in producing the copyrightable work.
- C. The Institute shall be the owner of the copyright on all teaching materials developed by the Institute personnel as a part of any of the academic programs at the Institute. However, the authors shall have the right to use the material in her/his professional capacity. As the traditional exception, the Institute shall not claim ownership of copyright on books and publications authored by the Institute personnel.



D. The Institute shall be the owner of the copyright of work produced by non-Institute personnel associated with any activity of the Institute with the intellectual contribution of the Institute personnel.

However, the authors shall have the right to use the material in her/his professional capacity. The student and his/her supervisor(s) will jointly have the ownership of copyright in the thesis / dissertation / project report written by a student. Where copyright has not been assigned to the Institute, the Institute will be entitled to a non-exclusive, non-transferable license to use the work within the Institute for non-commercial educational and research purposes, or to possess a limited number of copies for such purposes, whichever is relevant.

Any copyrightable work generated as a work for hire will belong to the Institute as per the terms of the original contract. A typical flowchart for obtaining a copyright is in ANNEXURE 3

5.5. Trade mark (s)/Service mark(s): Ownership of trade mark(s), Service mark(s) and logos created for Institute shall be with the Institute. Professional fees will be charged by Institute when logo/artistic work will be created on behalf of other parties by any member of the institute. In cases of all IP produced at the Institute, the Institute shall retain a non-exclusive, free, irrevocable license to copy/ use IP for teaching and research activities, consistent with the confidentiality agreement(s), if any, entered into by the Institute.

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

- i. Any association with the Institute implied by third parties is accurate.
- ii. The activities with which the Institute is associated through third parties maintain standards consistent with the Institute's educational purpose.

KNU would allow the use of its name and trademarks owned by it to the Third party (ies) to whom IP has been licensed/assigned through a signed agreement on following conditions:

- A.** IP is intended to be used for the benefit of society.
- B.** IP is licensed/assigned with an undertaking from the licensee/assignee that IP will be used-
 - i. In a responsible manner to create a product/process conforming to environmental safety, and good manufacturing practices promoted by the Government of India and its regulatory bodies.
 - ii. In promoting truthful claims and information, i.e. not for misleading the society or users.
 - iii. Without any liability to KNU in case of misuse of IP or accidental damage accruing due to use



of IP.

(C) In no case IP will be used against the interest of India. In all such cases, the licensee/assignee must take prior approval of KNU about the manner in which the name of KNU and its trademarks/service marks are to be used in any media including print and electronic media. A typical flowchart for obtaining a trademark is in

5.6. Exceptions:

An employee of the Institute who is on sabbatical or other forms of long leave, or a student who is on leave or is permitted by the Institute to be employed in an organization while being registered as a student, and who is engaged in research in an/the organization with the permission of the Institute, will be permitted to directly negotiate with the organization, the terms of IP sharing that is generated during the duration of engagement in that organization.

In the case of invention(s) done by an employee or a student exclusively in his personal capacity without using any of the Institute resources whatsoever, the ownership of the IP shall rest with the inventor/creator subject to discretion of authority. However, the creator(s) shall apply to the Institute for permission to patent/license the invention by themselves, and the onus of proving the invention as not related to official duties and roles of the creator in the Institute, lies with the creator.

Further, in certain cases of inventions by an employee / student of the Institution, after due deliberation, if the Institute decides that patenting/licensing of such inventions is not expedient, the inventor is free to file IP on his own and the IP of such inventions shall rest with the inventor.

6. REGISTRATION OF PATENTS / COPYRIGHTS / OTHER FORMS OF IP:

6.1 Filing Application in India:

Inventors (Creators) of any Intellectual Property, who want to get patent /copyright or any other forms of protection, are required to apply to the IPR Cell of the Institute and submit duly filled-in the appropriate prescribed Form (Annexure-1 as per applicability) If approved, the case may be referred to the registered Patent Attorney approved by the Institute. The application made by the inventor(s) would automatically imply that he / she approves such engagement of the Attorney by the IPR Cell of the Institute.

In case, a research leading to IP has been funded by external agency, it becomes the responsibility of inventor to keep them informed during IP registration. If an external Institute is involved in the research leading to IP, it becomes the responsibility of the inventor to procure relevant documents and approval from the partnering agency/person(s), to enable IP registration through the “Attorney”



specified by KNU. Some rudimentary details such as title, name of inventors and area of research etc. need to be provided to the Institute IPR Cell for documentation. However, invention details, copy of the “Invention disclosure form” need not to be provided to anybody as long as the details have not come to the public domain due to patenting process.

During prosecution of IP application for registration, necessary technical impute should be provided by creator to IP attorney for giving submission against office action and if needed attendance in hearing may be asked to clarify and justify the strength of invention.

Any application made to KNU for filing of patents or other forms of IP protection would be subject to techno-commercial evaluation by IPR Cell or by a duly constituted committee by it.

Inventors are encouraged to file a “provisional patent” as soon as possible in order to protect their rights to the IP and apply to the IPR Committee for the same, after obtaining a “prior-art search report” from any credible source. Based on the “prior-art search” report, the IPR Cell may take a decision regarding filing the provisional application through the approved Attorney.

Subsequently, based on the inputs by the inventor(s) and advice of the Attorney, I IP Committee shall take a decision to file “full patent application”. If the Institute decides not to file the “full patent”, the same shall be intimated through a formal letter to the inventor and the Institute will assign him all the rights. Now the inventor has the freedom to pursue the patent application using his own resources.

If the Institute decides to continue with the “Full patent application”, inventor shall provide all necessary details to the Institute IPR Cell. Once the “patent application” has been filed, all the communications to the patent attorney by the creator shall be forwarded through the Institute IPR Cell. All the fees pertaining to IP shall be paid by the Institute.

6.2. Filing of Applications in Foreign Countries:

The Institute may selectively consider requests for registration of patents in foreign countries, based on the merit of the IP. The inventor(s) will have to apply to the IPR Cell for the same, after obtaining an “International prior-art search report” from any credible source.

However, final decision for such International Filing and bearing the financial implications thereof would be taken by the Institute authority solely at its discretion. If the Institute decides not to proceed with such filing, the same shall be intimated through a formal letter to the inventor and the Institute will assign him all the rights. Now the inventor has the freedom to pursue the patent application using his own resources within the present IP policy.



7. IP ADMINISTRATION:

Once KNU files the patent application generated solely by KNU personnel, IPR maintenance expenses including documentation, communication, maintenance fee, legal issues, etc shall be covered by KNU initially for seven years. In the case of IPs filed jointly with third parties, the maintenance expenses shall be shared equally between KNU and concerned third party in accordance with MOU. If the third parties are not forthcoming to share the maintenance expenses, KNU on its discretion may maintain such IPs as KNU's sole property and that KNU does not entertain any revenue sharing with the third party in such circumstances.

If the patent has been commercially exploited within the first seven years so as to at least recover maintenance and allied expenses incurred/ to be incurred, KNU 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, KNU and the creator(s) shall share the subsequent installments of renewal fees on 50:50 bases when there is no chance of commercialization at all. If the creator does not show interest in such renewals, KNU can either continue maintenance of the patent by paying the fees for its full term or withdraw application for patent protection at its discretion.

8. IP COMMERCIALIZATION:

In line with the vision and mission of KNU, the Institute, which is a non-profit organization, is committed to the stated objective of disseminating the fruits of research and development for the benefit of public, society and nation. The innovator is encouraged to scout for prospective buyer, so that the fruit of his /her hard work reaches the society and benefits the nation. If required, Institute shall avail the services of professional/ agency to scout, negotiate and license the IP. If the services of the professional/ agency are availed to scout the prospective buyer and subsequent licensing, Institute shall enter into a "contractual agreement" with the professional service provider. The revenue sharing model between the service provider and KNU, modalities, time line etc. shall be clearly stated in the contractual agreement. The KNU "IPR Cell" will negotiate and enter into contractual agreement with the service provider on behalf of KNU.



9. 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 KNU, 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.** In case the inventor is leaving KNU due to superannuation or other reasons, he/ she shall assign the rights of the disclosed IP to KNU 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.
- D.** Having made the disclosure, the inventors, both KNU and non-KNU 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 KNU.
- E.** Non-disclosure agreement (NDA) should be executed between KNU and before submission of Invention and Technology Disclosure (ITD) Form.
- F.** Institute-Creator/inventor agreement to be executed before submission of Invention and Technology Disclosure (ITD) Form.
- G.** Endorsement to Institute by way of Deed of assignment from inventor/creator should be made available before assessment of invention for patentability.

10. AGREEMENTS:

All agreements related to IP between Inventors /Authors. Owner and KNU need to be routed through IIPC and approved by Vice Chancellor, KNU, Concern Dean of KNU, with specific approval of the Vice Chancellor, will be the authorized signatory in all categories of agreements related to IP.

11. REVENUE SHARING:

The revenue generated by IP in the form of commercialization/ IP transfer/ licensing/ royalty shall be shared in the ratio of 60:40 between the inventors and KNU respectively after recovering the expenses incurred in filing, maintenance, communication, legal issues, taxation and documentation. The revenue shall be disbursed to the inventors as and when generated irrespective of whether or not the inventors remain employed in / associated with KNU at the time of the revenue generation. If the IP generation involves a third party in the form of significant sharing of the third party's resources and expertise with



KNU or with concerned KNU personnel including KNU faculty, staff and students, and that the third party contributes equally in filing and maintaining the IP, the revenue then shall be shared appropriately in agreement with all the parties involved or as per the MOU between the third party and KNU. The revenue sharing ratio between the inventors should be mutually agreed among the inventors and should be clearly stated and submitted to Institute IPR Cell at the time of IP submission /filing. KNU retains the right of adjusting and updating the revenue sharing ratio/policy periodically and publishes the same on the official KNU website for the information of all stake holders of KNU. However, the IP policy/revenue sharing ratio specified during IP submission/filing shall prevail at the time of actual revenue sharing.

12. CONFLICT OF INTEREST:

Any litigation / disagreement / issue / difference of opinion / problem concerning ownership, authorship, revenue sharing, infringements, royalty, etc arising related to IPR should be promptly reported to the Institute IPR Cell, in the form of a clearly written and signed complaint / grievance by the inventor. The Institute IPR Committee, after considering the conflict of interest, on its discretion, shall appoint a competent authority or an IP Grievance Committee comprising competent authorities from within KNU to review the grievance of concerned inventor/s or associated organizations. The decision of the review committee/authority on approval of the Vice Chancellor-KNU is final at the Institute level. If any inventor or participating organization remains unsatisfied with this decision, all the legal issues concerning KNU IPs shall be dealt with appropriate legal systems within India. The cases requiring intervention of civil courts shall be dealt locally in Kolkata/Asansol, West Bengal. The Vice Chancellor-KNU shall appoint a competent authority as a representative of KNU to participate in the legal proceedings on case-to-case basis.

13. JURISDICTION AND DISPUTE RESOLUTION:

All agreements to be signed by KNU are subject to the jurisdiction of the courts in Howrah or Kolkata and shall be governed by appropriate laws in India.

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

This policy shall be governed by and construed both as to validity and performance in accordance with the laws of India. In the event of a dispute the Parties agree first to negotiate amicably for settlement of all such disputes. If a dispute cannot be resolved through negotiation, it will be referred for Arbitration where the arbitration shall be held at ASANSOL/KOLKATA in writing in the English



language in accordance with the Arbitration and Conciliation Act, 1996. The Courts at ASANSOL/KOLKATA shall have the exclusive jurisdiction over any matter or dispute arising out of the Arbitration Award or any matter or thing relating thereto.

14. SIGNATORY AUTHORITIES IN DIFFERENT PERFORMA:

Registrar, President IIE Cell and Chairmen IP Cell will be the signatory authorities for all Performa attached herewith relating to IP agreements.

15. PERFORMA OF DIFFERENT AGREEMENTS:



Annexure-1

LIST OF IPR RELATED FORMS

The following sets of forms are prescribed for general administrative process of IPR protection.

| Sl.no. | Form Number /Page Number | Title | Form Code | Remarks |
|--------|--------------------------|---|------------|---|
| 1 | 1/18 | Intellectual Property Agreement with all staff of KNU | KNU/IPR/01 | Obligations for all faculty / Researchers / officers/students / visitors to sign the document at the time of employment. Action: All employees |
| 2 | 2/19 | Invention/Technology Development Disclosure (ITD) | KNU/IPR/02 | Request for IPR protection and inventor's notice to Institute about invention. Action: Inventor(s) |
| 3 | 3/21 | Confidentiality Agreement | KNU/IPR/03 | Between KNU and outside party related to release of unpublished/proprietary information. Initiator: Employees through IPR Cell. |
| 4 | 4/23 | Authorization Certificates for IPR Protection | KNU/IPR/04 | All invention disclosures to give the authorization to the Institute for processing IPR formalities. Action: Inventor(s) |
| 5 | 5/25 | Authorization to Institute by Authors for Copyright Registration | KNU/IPR/05 | For use in Copyright office to be sent by IPR Office Action: Inventor(s) to initiate |
| 6 | 6/26 | Application for Registration of Copyright | KNU/IPR/06 | Required to be sent to Copyright office along with Action: Inventor(s) |
| 7 | 7/27 | Mutual Secrecy Agreement | KNU/IPR/07 | Concerned with the researcher(s) at KNU and the organization. Action: IPR cell |
| 8 | 8/30 | Handling and Archiving of Theses and Dissertations | KNU/IPR/08 | To be filled by student / research scholar |
| 9 | 9/32 | Agreement for Development of Education Course Material in Electronic Form | KNU/IPR/09 | Concerned to any person producing or associated with the production of Instructional Material (IM) |



KNU/IPR/1

KAZI NAZRUL UNIVERSITY, ASANSOL

INTELLECTUAL PROPERTY AGREEMENT WITH ALL STAFF OF KNU, ASANSOL

1. Name (CAPITAL LETTERS) _____
Surname Middle Name First Name

2. I submit that by virtue of:

- My employment at KAZI NAZRUL UNIVERSITY (KNU) and /or
- My participation in research at KNU
- Opportunities provided or to be provided by KNU which result in significant use of KNU funds and facilities, and/or
- Opportunities to have a share in royalties and other inventor(s)/author(s) as per Intellectual Property Guidance.

I, hereby agree that:

A. I shall promptly disclose and assign to KNU any right to all inventions, copyrightable materials, computer software, tangible research property and trade marks (Intellectual Property) conceived, invented, authored or validated to practice by me, solely or jointly with others which:

- (i) are outcome of sponsored research or any other agreement to which I have direct or indirect participation
- or
- (ii) are outcome of substantial utilization of KNU resources
- or
- (iii) is an outcome of “work-for-hire” as per KNU guidelines.

B. I shall cooperate with KNU to obtain, protect or exploit the intellectual property through legal protection such as patent, copyright etc.

C. I shall make available all documentation of KNU intellectual property.

D. I shall surrender to KNU the documents related to intellectual property if I leave KNU for any reason or at any other time asked for such documents.

E. The agreement will survive the termination of my employment or other association with KNU

Signature _____

Witness _____

Department/Centre/School _____

Signature _____

Designation _____

Name _____

Date _____

Date _____



KNU/IPR/2

KAZI NAZRUL UNIVERSITY, ASANSOL

INVENTION/TECHNOLOGY DEVELOPMENT (ITD) DISCLOSURE

1. Title of the project / Invention

2. Inventor(s) / collaborator(s) filling the patent

(a) Name _____ Designation _____
Deptt. _____ Office Address _____
Office Phone _____ E-mail _____

(b) Name _____ Designation _____
Deptt. _____ Office Address _____
Office Phone _____ E-mail _____

(c) Name _____ Designation _____
Deptt. _____ Office Address _____
Office Phone _____ E-mail _____

3. Principal Investigator _____

4. Sponsor(s) / Source of funding of the project / consultancy - with or
without prior contractual agreement _____

5. Is the work bound by any agreement / contract / MOU?

6. Is the patent (to be filed) for a process or product?

7. General area of the patent

8. Description of the invention (not more than 100 words)

- a. The problem for which solution was researched
- b. The invention namely the solution to the problem

9. Origin of the idea / invention: by whom and when?

10. Any help received from others in conception of the idea?

11. Date of start of the project

12. Give literature search details



- a. Journals and other publications
- b. Patent databases

13. Has the work been displayed anywhere, if yes, when?
14. First record of initial Idea / invention
(Oral/written/conceptualisation)
15. Has the work been reported / published / presented oral or poster anywhere (if yes, give full description)?
16. Has any related patents been filed by the inventor?
17. Information available in the published literature (prior art) about the problem tackled
18. Unique features about the work done with respect to prior art
- a. Is the work a mere extension of common known knowledge?
 - b. Has the work filled a major gap in prior art? If yes, a brief description of this gap.
 - c. Any environmental issues?
 - d. What aspect of the invention needs protection
19. Has the work been systematically and chronologically documented?
20. Commercial aspects of the invention/ technology developed
21. Any costing of the product / process / invention been done?
22. Any industries / companies interested in licensing the work
23. Is the work
- a. Completed and results validated?
 - b. At a basic conceptualisation stage?
24. I agree to assign to KAZI NAZRUL UNIVERSITY, ASANSOL my rights in the invention

Inventor's Signature _____ Dated _____

Inventor's Signature _____ Dated _____

Inventor's Signature _____ Dated _____

25. Invention disclosed and evaluated by
*Signature _____ Dated _____

26. Enclosure (signed) – Preliminary details of disclosure
* PI, if PI is not an inventor.

Head of Department/Centre/School _____

Signature Date

Dean: _____ Signature Date



Name _____
(Authorised representative)

Name _____
(Authorised representative)

Signature _____

Signature _____

Dated _____
Day month year

Dated _____
Day month year

KAZI NAZRUL UNIVERSITY, ASANSOL
Seal

(Name of receiving Institute)
Seal



KNU/IPR/4

KAZI NAZRUL UNIVERSITY, ASANSOL

AUTHORISATION CERTIFICATES TO KNU/COLLABORATIVE ORGAISATIONS BY AUTHORS (EMPLOYEE) FOR IPR PROTECTION

We/I

- (i) _____
- (ii) _____
- (iii) _____
- (iv) _____

of

(i) (Institute / Organisation's name):

Address: _____

City _____

Pin Code _____

State _____

(ii) (Institute / Organisation's name):

Address: _____

City _____

Pin Code _____

State _____

Have developed software/scientific work/artistic work/ entitled

“ _____ ”.

The software / scientific work / artistic work has been developed by us during the course of our / my employment with KNU, as a part of our duty and the work has made use of significant resources and duty time.

As per our / my terms and conditions of appointment of our employer /Institutes / organizations mentioned above we/I assign the ownership of the submitted work to our / my employer organizations.

We/I hereby authorize _____ and _____ to process registration of copyright under the Indian

Copyright Act, 1957.

Authors:

- | | |
|---------------------|---------------------|
| 1. a. Name | 2. a. Name |
| b. Signature | b. Signature |
| c. Date | c. Date |
| d. Name of employer | d. Name of Employer |
| Organisation | Organisation |



- 3. a. Name
- b. Signature
- c. Date
- d. Name of employer
Organisation

- 4. a. Name
- b. Signature
- c. Date
- d. Name of Employer
Organisation

Endorsement of authorized officer of the organizations for processing of registration of copyright

Name _____

Designation _____

Seal _____

Date _____

Name _____

Designation _____

Seal _____

Date _____



KAZI NAZRUL UNIVERSITY, ASANSOL

APPLICATION FOR COPYRIGHT REGISTRATION

1. Author's name:

- a. _____
- b. _____
- c. _____
- d. _____

2. Deptt/Centre/School:

- a. _____
- b. _____
- c. _____
- d. _____

3. Title of Document/Work:

4. Brief description about the nature of document (approx. 150 words)
(To be annexed)

TICK AS APPROPRIATE

- a. Review
- b. Research/Development work report
- c. Design report
- d. Survey
- e. Class note
- f. Pre-publication report
- g. Any other

5. Claims of originality (approx. 150 words)

- a.
- b.
- c.

6. Any similar report/document available to the knowledge of authors:

7. Does the Document/Work belong to the category of:

- a. Sponsored Research, if yes: Project Title: _____
Project code: _____
- b. Ph.D. Thesis []
- c. UG/PG Thesis []
- d. Individual work []
- e. Collaborative work between organisations []
- f. Class Notes/Teaching Material []

8. Does the document use non-obvious diagrams from other's work and, if so, if permission has been taken for reproducing in the document? Yes [] No []

Signature _____

Date _____



KNU/IPR/6

KAZI NAZRUL UNIVERSITY, ASANSOL

**AUTHORISATION TO INSTITUTE (EMPLOYER) BY AUTHORS (EMPLOYEES) FOR
“COPYRIGHTING REGISTRATION”**

1. We/I

- (i) _____
- (ii) _____
- (iii) _____
- (iv) _____

of Deptt./Centre

- (i) _____
- (ii) _____
- (iii) _____
- (iv) _____

KNU, ASANSOL have developed a software/scientific work/literary work/Video work entitled

“ _____ ”.

This software/scientific work/literary work/video work has been developed by us during the course of our employment with KNU and the work has been done as a part of our duty. We hereby do not claim ownership of this work as per the terms and conditions of our appointment in KNU. KNU is assigned the ownership of the said software and we have no objection in KNU obtaining a copyright for the said software under the Indian Copyright Act, 1957.

Authors:

- 1. a. Name _____
b. Signature _____
c. Date _____

- 2. a. Name _____
b. Signature _____
c. Date _____

- 3. a. Name _____
b. Signature _____
c. Date _____

- 4. a. Name _____
b. Signature _____
c. Date _____



KNU/IPR/7

KAZI NAZRUL UNIVERSITY, ASANSOL

MUTUAL SECRECY AGREEMENT

This agreement is between KAZI NAZRUL UNIVERSITY, ASANSOL, the provider organization, herein after referred to as KNU, the researcher(s) at KNU, the provider scientist(s), the party of the first part, and the organization:

the party of the second part.

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

Therefore, the parties agree to confidentiality clauses as follows:

I

All invention / proprietary information as used in this Agreement provided by one party to another is proprietary and confidential in connection with evaluation of invention and / or proprietary information for collaborative R & D and / or licensing work and which:

(a) Are disclosed in writing clearly marked confidential

OR

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

II



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

III

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

IV

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

V

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

VI

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

VII

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

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

VIII

Nothing herein shall be construed to grant any intellectual property right or license or title to any patent, know how, trade secret, trademark or trade name or any right of licence to make use of the proprietary



information other than as provided for hereinabove or any commitment to enter in to any such grant of intellectual property rights or licence in future.

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

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

This agreement is signed on _____ between:

KNU, ASANSOL

Organization

(Name of signatory:)

(Name of signatory:)

Designation:

Designation:

Address:

Address:



KNU/IPR/8

KAZI NAZRUL UNIVERSITY, ASANSOL

HANDLING AND ARCHIVING OF THESES AND DISSERTATIONS (HATD)

Submitted to the KAZI NAZRUL UNIVERSITY, ASANSOL

Declaration by the Author of the Thesis or Dissertation

I, Sri / Smt. / Kum _____ Enrolment No. _____ registered as a Research Scholar or a student of programs such as B.Tech. / M.Sc. / M.Phil. / P.G.Dip. / MCA / MBA / Ph.D. / _____ (tick whichever is applicable) in the Department / Centre/School of _____ KAZI NAZRUL UNIVERSITY, ASANSOL (hereinafter referred to as the 'Institute')

do hereby submit my thesis, titled:

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

I hereby declare that:

1. The electronic version of my thesis submitted herewith on CDROM is in _____ format. (Mention whether PostScript or PDF)
2. My thesis is my original work of which the copyright vest in me and my thesis does not infringe or violate the rights of anyone else.
3. The contents of the electronic version of my thesis submitted herewith are the same as that submitted as final hard copy of my thesis after my viva voce and adjudication of my thesis on _____ (date).
4. I agree to abide by the terms and conditions of the Institute Policy on Intellectual Property (hereinafter Policy) currently in effect, as approved by the competent authority of the Institute.
5. I agree to allow the Institute to make available the abstract of my thesis in both hard copies (printed) and electronic form.
6. For the Institute's own, non-commercial, academic use, I grant to the Institute the non-exclusive license to make limited copies of my thesis in whole or in part and to loan such copies at the Institute's discretion to academic persons and bodies approved of from time to time by the Institute for non – commercial academic use. All usage under this clause will be governed by the relevant fair use provisions in the Policy and by the Indian Copyright Act in force at the time of submission of the thesis.
7. Furthermore (strike out whichever is not applicable)



(a) I agree / do not agree to allow the Institute to place such copies of the electronic version of my thesis on the private Intranet maintained by the Institute for its own academic community.

(b) I agree/ do not agree to allow the Institute to publish such copies of the electronic version of my thesis on a public access website of the Internet should it so desire.

8. That in keeping with the said Policy of the Institute I agree to assign to the Institute (or its Designee/s) according to the following categories all rights in inventions, discoveries or rights of patent and / or similar property rights derived from my thesis wherever my thesis has been completed (tick whichever relevant):

(a) With use of Institute – supported resources as defined by the Policy and revisions thereof.

(b) With support, in part or whole, from a sponsored project or program,

I further recognize that:

(c) All rights in intellectual property described in my thesis where my work does not qualify remain with me.

9. The Institute will evaluate my thesis under of the Policy. If intellectual property described in my thesis qualifies as Institute-owned intellectual property, the Institute will proceed for commercialisation of the property. I agree to maintain confidentiality.

10. If the Institute does not wish to file a patent based on my thesis, and it is my opinion that my thesis describes patent-able intellectual property to which I wish to restrict access, I agree to notify the Institute to that effect. In such a case no part of my thesis may be disclosed by the Institute to any person(s) without my written authorization for one year after the date of submission of the thesis or the period necessary for sealing the patent, whichever is earlier.

Name of student:

Name of supervisor:

Signature of student:

Signature of supervisor:

Signature of the Head of the Department / Centre/School



KNU/IPR/9

KAZI NAZRUL UNIVERSITY, ASANSOL

**AGREEMENT FOR DEVELOPMENT OF EDUCATION COURSE MATERIAL IN
ELECTRONIC FORM**

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

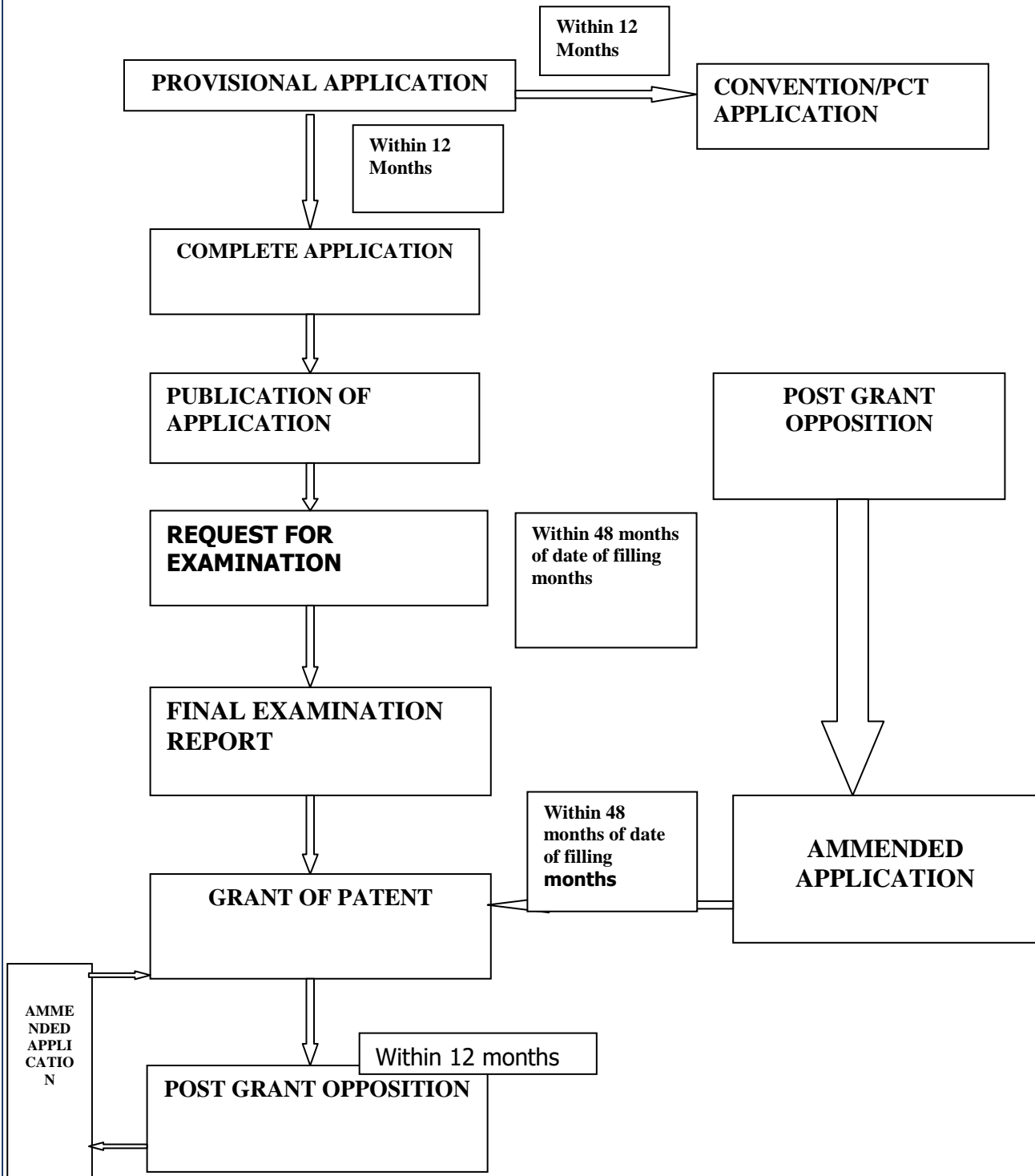
| Name | Role |
|----------|-----------------------------------|
| 1. _____ | Subject Matter Expert (SME) |
| 2. _____ | |
| and | |
| 3. _____ | Instructional Design Expert (IDE) |
| 4. _____ | |
| and | |
| 5. _____ | Software Design Expert (SDE) |
| 6. _____ | |
| and | |
| 7. _____ | Others (Specify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

9. KAZI NAZRUL UNIVERSITY, ASANSOL (Institute)
(Delete those are not applicable)

in respect of the Instructional Material (IM) proposed to be developed by any Department / Centre/School of KNU. All group members mentioned above excepting the Institute will jointly be referred to hereafter as “Contributors”. The contributors and the Institute agree with the IPR policy framed by the Institute.



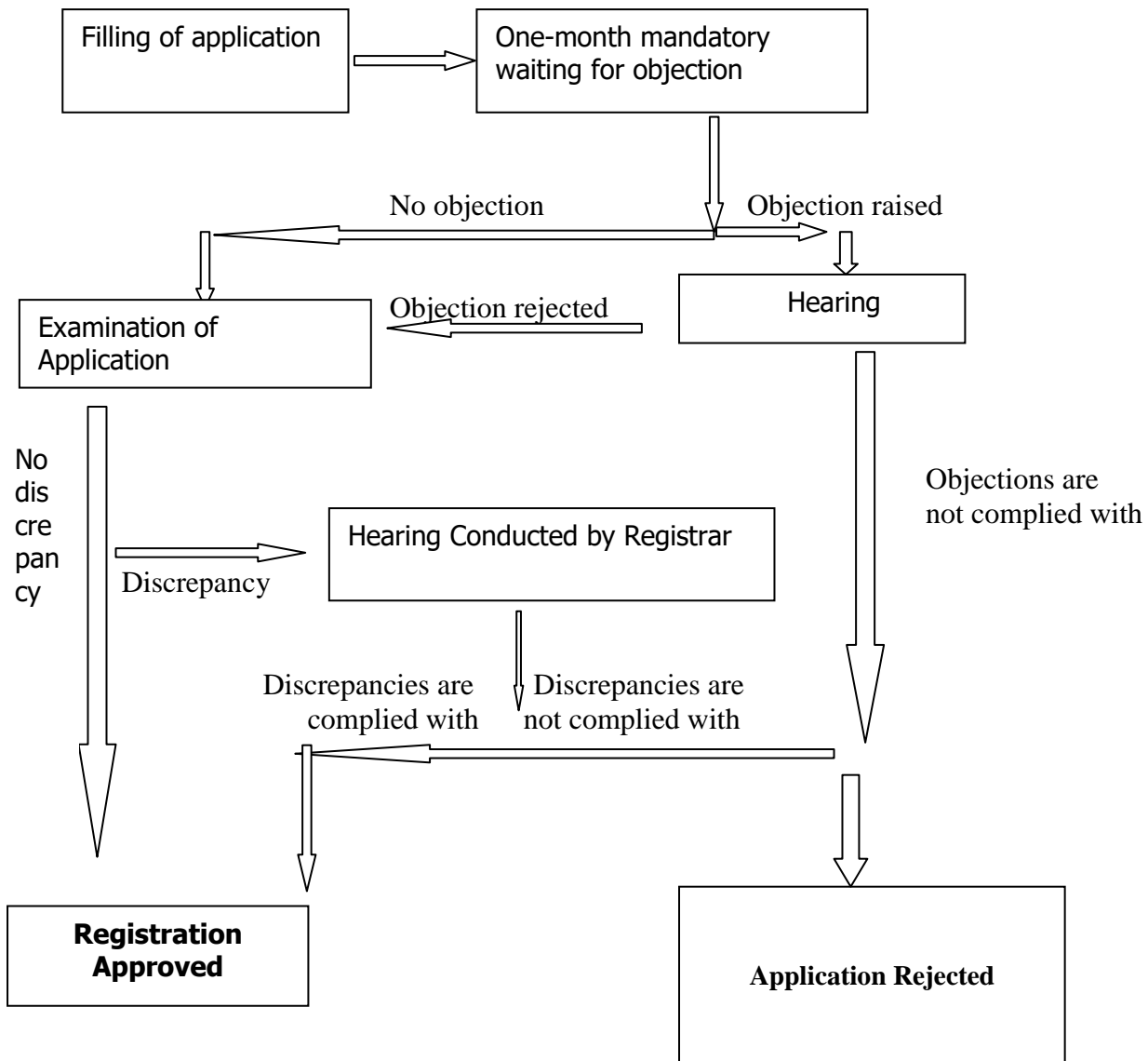
Annexure -2





FLOWCHART FOR OBTAINING A PATENT

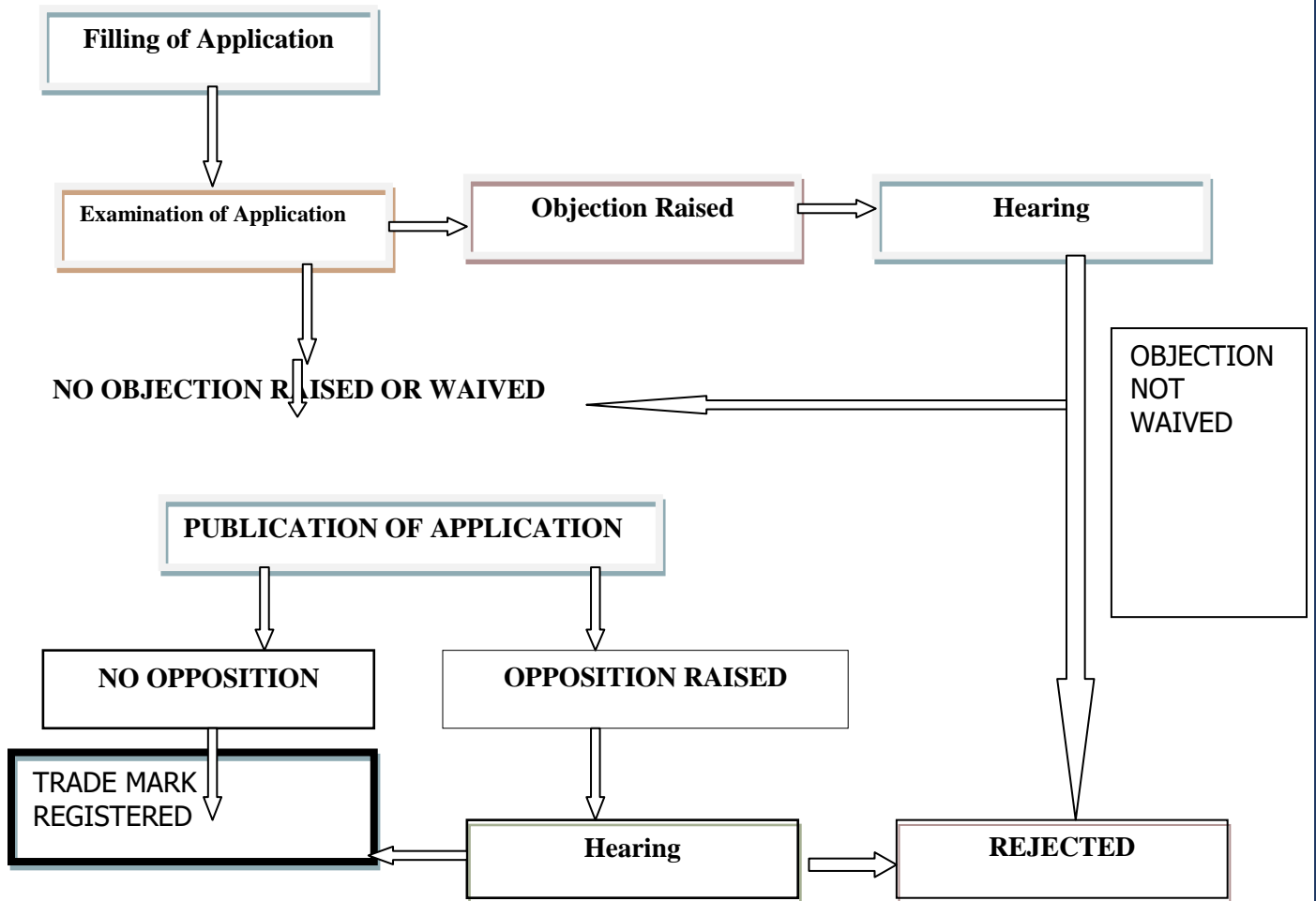
Annexure -3





FLOWCHART FOR OBTAINING A COPYRIGHT

Annexure -4



FLOWCHART FOR OBTAINING A TRADEMARK