DRAFT FOR BIHAR ANIMAL SCIENCES UNIVERSITY, PATNA INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY

(Any opinion/ Suggestion may be communicated at **gattanianil@gmail.com**)

INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY

**1. OBJECTIVE**

The Bihar Animal Sciences University, Patna has formulated the intellectual property rights (IPR) policy for the management of intellectual property, that brings order to the process of protection of inventions, and the utilization of inventions through processes of technology transfer and entrepreneurship. The specific objectives of the policy are as:

1. To promote academic freedom and safeguard in creation of intellectual property and to protect the legitimate interests of the University, faculty, scholars, students and other members of the University and the society at large and to help resolving possible conflicts of opposing interests
2. To create an environment for acquiring new knowledge through innovation and research, compatible with the educational mission of the University
3. To encourage, create awareness, and facilitate the process(es) of securing and protecting the IP rights of all University personnel
4. To put in place a transparent administrative system for the ownership control and assignment of intellectual properties and sharing of the revenues generated by the intellectual properties developed and owned by the University
5. To preserve the academic freedom to publish the research results and to make them aware that if they do decide on public release, the patent system cannot be brought into play thereafter
6. To ensure that once they decide to explore the prospects of commercialisation of IP, they must disclose it to the University, while continuing to keep the information confidential until patent applications are being processed; and
7. To promote more collaborations between academia and industry through better clarity on IP ownership and IP licensing

**2. DEFINITIONS**

***Assignment*** of IP to BASU means transfer of rights or title in the deemed intellectual property in writing to the University. It will be done through an undertaking duly signed by the concerned scientist(s)/innovator(s) and witnessed by two other persons.

***Collaborative Activity*** is the research undertaken by the personnel in BASU, in cooperation with industry and/or another researcher(s), who are not the personnel from the University**.**

***Creator*** means the researcher who contributed to the creation of the Intellectual Property (IP) (essentially copyrights, designs, etc.).

***Benefit Sharing*** in BASU means the sharing of monetary benefits accrued from commercialization of its technologies among its scientists/innovators, institutions and headquarters including that for staff welfare fund.

***Commercialization*** in BASU means the transfer of its IPR enabled technologies or other know-how through licencing under the terms and conditions specified in the licence agreement entered into for the purpose or through auction or sale.

***Confidentiality Agreement*** means a document (in any format) signed by persons who have agreed to keep the particular information (whether already shared/to be shared in the course of collaboration) among them, whether oral, written or otherwise, as confidential and not to reveal it to any other party without each other’s consent.

***Conflict of Interest*** will be used in this IPR Policy document to refer to a situation in which a person or organization is involved in multiple interests, or has stake(s) in multiple roles, financial interests or otherwise, one or more of which could corrupt or cause to disrupt or interfere, with the motivation of the individual(s) or the organization(s), or one or more of which disrupt or interfere with other roles or interests

***Copyright*** is the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his/her creative work.

***Direct Expenses*** include the costs associated with the development, protection, maintaining and licensing of intellectual property, including the regular payment of salaries or other overhead costs of the university.

***Dispute Resolution*** refers to one or more processes for settling outstanding problems or conflicts amongst a contract or business process. It includes mechanisms such as negotiations, conciliation, mediation, arbitration, and litigation.

***Exclusive Licence*** of an IPR enabled technology means a licence which will entitle the licencee, or the licencee as well as person(s) authorized by him, to exclude all other persons (including the patent holder himself) in the commercial use of the technology covered in the licence.

***Foreign Client*** for BASU means a client seeking to use University’s IP/know-how knowledge base abroad when it enters into a contract or agreement with the University for that purpose. It will deem to be (i) a legal entity registered/situated outside India, or (ii) a company registered in India with more than 50% equity holding by a foreign entity, or (iii) all United Nations and World Organizations/Bodies such as FAO, UNDP, CG institutions, foreign universities, foreign academic institutions, etc., or (iv) a Non Resident Indian (NRI).

***Freedom to Operate*** means the extent (e.g. research use only, commercial use of the product or both) to which a licencee is [legally] free to use a proprietary research tool or IP acquired by him/ her whether through a grant or a licence agreement or purchase.

***Infringement*** of BASU’s IPR will occur/deem to occur when someone willingly/unwillingly uses the IP/know-how without its permission.

***Innovators*** in BASU means its employees/post graduate research scholars who have made an invention/innovation or have authored a work or generated IP in any other form.

***Intellectual Property (IP)*** in BASU constitutes the research results derived by its scientists/ innovators which could be protected by patents, or any other form of intellectual property rights such as copyright, trade mark, design, etc. This also includes know-how that may be protected as undisclosed information by suitable agreements.

***Invention disclosure*** means a written description of an invention that is confidentially made by the inventor to the university.

***Know-How*** means steps in the use of an IP that have strategic or commercial value. Know-how may be protected as undisclosed information (a standard/form of IPR) by suitable agreements.

***Licence*** means the document embodyinglegal permission from BASU to the other party(ies) to use its technologies/IP/Knowledge for commercial or other purposes under the terms and conditions and limitations, including a licence fee and/or royalty, as negotiated and specified in the licence.

***Material Transfer Agreement (MTA)*** means a document embodying the mutually agreed terms in the transfer of a material (any genetic resource or IP) from BASU to another organization/ establishment/ person or vice versa. It may be in a standard or a specific format.

***Non-Exclusive Licence*** of an IPR enabled technology means a licence which will confer on the licencee the right to commercially use that technology whereas, at the same time, the same right could also be made available to other licencee(s) on same, similar or different terms.

***Partnership*** by BASU in research with other research organizations/establishments means undertaking research in togetherness, by agreement. Deemed agreement of partnership is set out in the project document which covers details of objectives, work plan, activities by each partner, respective rights and obligations of each party, other terms, conditions and limitations, if any. Partners would share the ownership of research results as per the mutually agreed terms. They also owe each other the responsibility of good faith and shall be jointly and severally (Separately, singly or respectively) liable for the debts of the partnership, whether or not they were concerned in incurring them.

***Publication*** means a public enabling disclosure of an invention and may be verbal or printed. Printed publication includes abstracts, student thesis and in certain instances, grants proposals

***Principal Investigator (PI)*** for a research project carried out in BASU means the lead scientist involved in and responsible for it.

***True and First Inventor*** means a scientist/innovator who has created/generated the patentable

research results and whose name are recorded in the patent application accordingly.

***Revenue*** means any payment received as per an agreement by the university, usually for legal use of an intellectual property of the university through a license refers to all the financial earnings made by the Licensee, from the rights to use the Technology/ Invention/ IP, for commercial purposes, including the sale, internal use, lease, rent, or assign to any other party, etc. that result in financial, commercial, economic, or any other material benefit to the Licensee.

**3.** **SCOPE OF IPR POLICY**

1. The IPR policy of BASU shall apply to all rights arising from intellectual property devised, created, or made by the researchers in the course of their employment/study in the University with substantial use of the University resource. The IP arising from academic research includes patents, designs, trademarks, service marks, copyright, know-how and undisclosed information.
2. When the BASU researcher work at other organizations through a formal agreement between the University and the organization, the IPR Policy of BASU will be interpreted in reference to the relevant formal inter-institutional agreement.

**4. INTELLECTUAL PROPERTY (IP) OWNERSHIP**

The BASU shall be the owner of all intellectual properties including inventions, softwares, designs and integrated circuits, specimens, created by creators as a result of University research or created by substantial use of University facilities.

4.1 JOINT OWNERSHIP OF IPR

4.1.1. Collaborative Research

IP generated by BASU under collaborative research projects will be jointly owned by the BASU, Patna and its collaborators/partners on mutually agreed terms. BASU through DR will ensure that in all future collaborative/ sponsored activities, the contract should have clause favouring BASU as the owner in partnership for the IP developed during the course of such contract.

4.1.2. Post Graduate Research

IP generated in research by post graduate research scholars in BASU will, in principle, be jointly owned on mutually agreed terms in the following cases:

1. If the terms and conditions of scholarship from the external funding agency so require.
2. If the post graduate research is conducted at institutions/laboratories outside BASU.

4.2 Scientist/Scholar Entrepreneurship

When BASU permits any scientist/scholar to proceed on scientist-entrepreneurship to either set-up his/her own enterprise or to work with some private agency for up-scaling/commercial venture with the IP generated by him/her in BASU, the terms of use of such IP shall be clearly spelt out in the agreement between the BASU and the concerned scientist/scholar

**5. FORMS OF IP GENERATED AT BASU**

The research results obtained in BASU may be patentable, protectable in any other form of IP or not protectable under the law. Further, issues such as know-how and traditional knowledge may be important in the context of IP.

The IPR accruing to BASU in various forms would be embodied in the respective Indian Acts, as amended from time to time.

**5.1. Patentable IP**

Research results in any field of technology, whether processes or products, which are new, inventive (non-obvious) and useful (industrially applicable), and are patentable under the Patent Act, constitute the patentable IP of BASU. The following research results in BASU, for example, will constitute the patentable IP:

1. Various microorganism based formulations, such as those of bio-control agents, biofertilizers, specific dairy catalysts, etc., and the processes for their use.

2. Various genetically engineered microorganisms for an array of specific uses, such as bio-degraders, bio-stimulants, bio-protectants, etc., and the processes related to their application/use.

3. Novel dairy products, bye-products, such as enzymes, and processes for their production and use.

4. Diagnostic kits

5. Agricultural machinery, fixators, and laboratory equipment.

6. Novel genes from microbial and higher biological systems; research tools of genetic engineering, such as gene primers, constructs, and gene transfer tools like gene gun, etc.

7. Patentable part of know-how, for scaling up of research results or manufacture of prototypes/ commercial products, etc.

**5.2. Patents on Microorganisms.**

BASU will seek patents on microorganisms as per the Patents Act. In particular, it will not seek patent on a microorganism in the same form in which it is retrieved from its natural habitat.

**5.3. Improved Breeds/ Strains of Animals/ Poultry/ Fish Cannot be Protected.**

Animal/ poultry breeds, fish strains, etc., cannot be protected in India as patents or variety protection. Improved breeds/strains developed in BASU, however, constitute valuable assets. To check their misuse or exploitation, their registration and documentation is to be undertaken at the respective Bureau for placing them through disclosure in the public domain thereby forestalling any unforeseen patenting in other countries.

**5.4. Copyright**

BASU’s copyright exists in all its institutional creations/works, viz., publications, audio-visuals, designs, computer programmes, mobile apps etc., whether unregistered or registered. BASU personnel will, however, have copyright over their individual literary creations/works.

**5.5. Designs and other creative work**

Designs and other creative work, developed in BASU, may be protected as registered designs under the Designs Act or under the Copyright Act as per law

**5.6. Know-How.**

A know-how available with BASU, which could lead to development of prototype/ commercial product from an IP generated by BASU personnel, constitutes an important, potentially useful property, irrespective of whether it is patentable or not. Such know-how may be utilized for strategic commercial use in the technology production chain. BASU may protect such know-how as trade secret. Therefore, a confidentiality agreement with the other party shall be entered into before any demonstration of the technology or its validation or scaling up is undertaken.

**5.7. Traditional Knowledge**

The Indian Patents Act and some other IPR Acts require a disclosure of traditional knowledge used in the invention/ innovation. Accordingly, BASU shall also disclose the traditional knowledge related to the innovations made in its set up in all its patent/ IPR applications to the best of its knowledge and information.

**6. IPR MANAGEMENT**

The responsibility and authority for management of IPR under this policy, as well as implementation of the regulations that follow, is hereby assigned to Director of Research, BASU, Patna, implemented through IPR cell reporting directly to Director Research, BASU, Patna. An appointed IPR advisory shall advise the IPR cell from time to time. The Director Research or his/ her designee(s) as authorized in writing, is the only University official with authority to Execute research agreements, license agreement or other official documentation required for implementation of this policy and regulations.

**IPR Advisory Committee** shall be established to guide and advise the IPR cell. The committee shall be comprised of the

|  |  |
| --- | --- |
| Vice-Chancellor | Chairman |
| Director of Research | Secretary |
| Director Resident Instruction-cum-Dean, Post Graduate Studies | Member |
| Director Extension Education | Member |
| Registrar | Member |
| Deans of constituent colleges | Member |
| Two nominated Professors | Member |

**6.1. Claims of IPR Ownership**

All claims of IP ownership, as applicable, will be made only in the name of the legal entity, viz. the ‘Bihar Animal Sciences University’ even though the research is conducted by scientists/ innovators working in its various institutions. The college/institutions shall not claim the IP ownerships in their own names.

BASU scientists/innovators shall assign the IP rights in the research results obtained by them to the ‘Bihar Animal Sciences University’. While they will not be entitled to claim ownership of the IP generated by them, they shall be recognized as ‘True and First Inventor(s)/ Innovator(s)’ of that IP. However, they will have their own copyright over the publications authored by them as per rules.

**6.2. Procedure for Patent Protection**

6.2.1 All research results in BASU which are patentable under law and have scope for technology transfer or for advancement of basic and strategic research, will be taken up for patent protection as per these guidelines.

6.2.2 All BASU scientists/innovators who consider that they are in possession of a patentable IP from their research results, or that such a result is likely to emerge soon from their research/ work, whether individually or jointly with other scientists/innovators, shall proceed to take steps as per the patent law.

**6.3. Preparatory Work**

6.3.1 Initial Action by Innovators. The interested scientist/innovator may approach IPR cell and indicate his/her interest in making a confidential disclosure of the patentable IP generated/likely to be generated soon by him/ her.

6.3.2 Initial Patent Search. Each application by scientists/innovators for seeking patent on an invention shall be accompanied with an initial patent search report and the declaration as to the novelty of invention.

6.3.3 The IPR cell will fix a confidential meeting at a convenient date and time for discussion, and the matter shall be pursued as follows:

* In case research results are known to the scientist/ innovator and he/she believes that the IP generated can qualify for IPR protection, he/she shall not publish or divulge any information on the results till before the confidential meeting. Subsequently, he/she should act as per the outcome of the meeting.
* The IPR cell will arrange a confidential meeting of the scientist/ invited persons from the University. Before initiating discussion in relation to the deemed IP, all participants of the meeting shall sign an undertaking to maintain confidentiality of the information divulged by the scientist. Based on recommendations of the meeting the matter will be pursued for further action.

6.3.4 Submission of Particulars by Scientists/Innovators. The Principal Investigator/ Project Leader (PI) shall furnish particulars for making the application (specification, claims and other particulars excluding the know-how) with due signatures of all Inventors/Innovators together with the following to the IPR cell:

* An Undertaking covering the bona fides of the deemed IP, including title; novelty, non-obviousness/ inventiveness, industrial applicability/commercial usefulness aspect; project/ activity under which the IP was generated; dates/duration of the project/activity, etc.
* A Certificate mentioning that there is no lawful ground for objection to the grant of patent on the innovation/work.
* An affirmation to keep BASU informed about any further developments in relation to the deemed IP.
* Assignment of the innovation/work to BASU, with signatures, names and address of two witnesses.

6.3.5 Disclosure Requirements. It is necessary that the concerned PI/scientists/innovators make sufficient disclosure that fully defines the invention, its feasibility and application so that patent can be granted on that disclosure without any objection. They will also make sure that the source and geographical origin of the biological material used in research or mentioned in the complete specification and also any traditional knowledge of India, which may be the basis of the invention is disclosed in the application as per the requirement of the Patents Act. Similarly, it will be necessary that the absence of any Genetic Use Restriction Technology (GURT) is declared in all applications based on biotechnological invention/ genetic engineering.

**6.4. Record Keeping**

6.4.1 All BASU scientists/innovators shall maintain appropriate and adequate work records and duly authenticated/countersigned logbooks while conducting research leading to patentable invention.

6.4.2 Data may be assembled, organized, and analysed, if necessary, and the results worked out as usual on the research/ experiment elucidating the steps/dates in the inventive process. Drawings may also be made and photographs taken, wherever necessary/appropriate, to effectively document the dates and claims of invention.

**6.5. Assessment of Innovation for Protection**

To facilitate assessment, an IP Assessment committee (IPAC) shall be formed by the DR, BASU consisting of a chairman, members of the IPR cell and at least three additional faculty members with domain expertise or familiarity/ experience in area related to the inventive work. The inventor (s)/ creator(s) would be free to suggest names of faculty (not more than 2) who are qualified to evaluate the creative/ inventive work who may be invited by the DR, BASU to be a part of IPAC. In case of disagreement on the patentability of the invention, the matter will be presented before IPR advisory committee.

The IPAC shall assess the disclosure and shall make recommendations to the DR, BASU about the patentability of the invention according to the provisions of this policy. The IPAC may make one of the following recommendations

1. that BASU shall take the responsibility of protection of the IP, in which case BASU will initiate appropriate processes.
2. that BASU shall not take the responsibility of protection of the IP, in which case, the rights to the disclosed invention shall be promptly reassigned to the inventor(s). The inventor(s) may then choose to protect the creative work on their own. The inventor will be required to either file the application for protection of IPR or shall submit the research results for publication within two months.

**6.6. Maintenance of IP rights**

The IPR cell will maintain the patents by paying the requisite fees at the respective patent offices. Initially, it will pay the renewal fees over a five years period and depending upon some headway in the process of technology transfer/ commercialization it may renew the patent for any further period.

A decision on the renewal of IPR will be taken by the IPR advisory committee. If BASU decides not to renew the IPR in any country, then it will assign the rights of the IP in that country to the inventor(s) upon a request to that affect from the inventor(s). the process of reassignment will be completed in a period of three months before the due date for its renewal.

In all cases where IPR in any specific country have been reassigned to the inventor(s), BASU shall not claim any share of proceeds earned through that IP in that country.

**6.7. Negotiation of license management for technology transfer**

The IPR cell has the primary responsibility for the negotiating license agreements with parties interested in commercializing BASU owned inventions.

Final terms of the license agreement for the University owned invention must be approved by the University’s Vice Chancellor on the recommendations of the DR. only the Director of Research, with the help of empanelled patent attorneys, has the authority to execute license agreements on behalf of the BASU.

**6.8. Benefit sharing**

The benefit sharing among researchers will depend upon the path followed for the protection of the invention. In case the protection/ commercialization has been sought through external agency like Agrinnovate India, not more than ……….. % of the royalty should be shared with external agency. Rest of the royalty, income, emoluments, profit or remuneration accrued from the commercialization of the invention will be distributed among the inventor(s), university and partners as per these guidelines

|  |  |  |
| --- | --- | --- |
| S. No. | Head | Amount |
| 1 | Revenues (commercial benefits accrued from license fee/ royalty | X |
| 2 | Service Tax/ other levies, sharing with external agencies | Y |
| 3 | BASU | Z = ……… % of A |
| 4 | Net revenue to be shared as incentive (X-Y-Z) | A |
| Amount A will be distributed as | | |
| 5 | Inventor(s) | …….% of A |
| 6 | BASU, IPR cell\* | ……. % of A |
| 7 | Respective College/ Institution | ……. % A |

\* To establish revolving fund for IP activities and to meet expenses to protect IPR. However, this revolving fund will have to be provided from the need based support from the funds from the University i.e. funds shown as Z.

**6.9. Conflict of Interest**

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest.

**6.10. Dispute Resolution**

In case of any dispute between BASU and the inventor(s) regarding the implementation of the IPR policy, the aggrieved party may appeal to the Vice Chancellor of BASU. Efforts shall be made to address the concerns of the aggrieved party. The VC’s decision in this regard would be final and binding.

**6.11. Ownership of Copyright work**

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

6.11.1. If the work is produced during the course of sponsored and/ or collaborative activity, specific provision related to IP made in contracts governing such activity shall determine the ownership of IP.

6.11.2. BASU shall be the owner of the copyright of work, including software, audio-visuals, designs, computer programmes, mobile apps created by the BASU personnel with use of BASU resources.

6.11.3. BASU shall be the owner of all the copyright on all teaching material developed by BASU personnel as part of any of the academic programs at BASU. However, the author shall have the right to use the material in his/her professional capacity.

6.11.4. BASU shall be the owner of copyright of work produced by non BASU personnel associated with the activity of BASU with the intellectual contribution of BASU personnel. However, the authors shall have the right to use the material in his/her professional capacity.

**6.12. Indemnity Insurance**

6.12.1 BASU shall ensure that BASU personnel have an indemnity clause built into the agreements with licensee(s) while transferring technology or copyrighted material to licensee(s).

6.12.2 BASU shall retain the right to engage or not in any litigation concerning patents and license infringements.

**7. JURISDICTION**

All agreements to be signed by BASU will be subject to jurisdiction of Patna.

**8. RIGHT TO REVIEW THE POLICY**

As and when required, BASU will review and bring about necessary changes in the IPR policy in light of changing scenario.

LIST OF BASU IPR RELATED FORMS

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

|  |  |  |  |
| --- | --- | --- | --- |
| S. No. | Title | Form Code | Remarks |
|  | Intellectual Property  Agreement with all  BASU personnel | BASU IPR-1 | Obligations for all faculty / researchers / students / visitors to  sign the document at the time of employment.  Action: All employees (Faculty /  Research Staff / Laboratory Staff). |
|  | Invention/Technology  Development  Disclosure | BASU IPR-2 | Request for IPR protection and  inventor’s notice to University about invention.  Action: Inventor |
|  | Confidentiality  Agreement | BASU IPR-3 | Between BASU and outside party related to release of unpublished/ proprietary information.  Initiator: Faculty through IPR Cell. |
|  | Technology Evaluation | BASU IPR-4 | For use of the IP Assessment Committee on Patents.  Action : IPR Cell, based on  document supplied. |
|  | Non-Commercial Material Transfer Agreement (MTA) | BASU IPR-5 | Undertaking of receiving institution for BASU MTA use.  Action: IPR Office |
|  | Request for Provisional Patent Filing | BASU IPR-6 | Request for taking priority date by provisional patent filing  Action: Inventor |

BASU IPR-1

BIHAR ANIMAL SCIENCES UNIVERSITY, PATNA

INTELLECTUAL PROPERTY AGREEMENT WITH ALL PERSONNEL OF BASU, PATNA

1. Name (CAPITAL LETTERS) \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

Surname Middle Name First Name

2. I submit that by virtue of:

- My employment at Bihar Animal Sciences University, Patna (BASU) and /or

- My participation in research at BASU

- Opportunities provided or to be provided by BASU which result in significant use of BASU 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 BASU 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 BASU resources or

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

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

D. I shall surrender to BASU the documents related to intellectual property if I leave BASU 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 BASU.

Signature \_\_\_\_\_\_\_\_\_\_\_ Witness (HoD) \_\_\_\_\_\_\_\_\_\_\_\_\_

Department \_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_

Designation \_\_\_\_\_\_\_\_\_\_\_ Name \_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_

BASU IPR-2

BIHAR ANIMAL SCIENCES UNIVERSITY, PATNA

INVENTION/ TECHNOLOGY DEVELOPMENT DISCLOSURE (Confidential)

1. Title of the project / Invention / Technology

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

1. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deptt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Office Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Office Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deptt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Office Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Office Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. 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. Has the work been reported / published / presented oral or poster anywhere (if yes, give full description)?

15. Has any related patents been filed by the inventor?

16. Information available in the published literature (prior art) about the problem tackled

17. 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

18. Has the work been systematically and chronologically documented?

19. Commercial aspects of the invention/ technology developed.

* How the technology will benefit the stake holder
* Economic viability of the technology/implement
* Social/environment/other benefits

20. Any costing of the product / process / invention been done?

1. What is the total cost (including manpower, equipment and all other resources) required to complete this innovation?
2. Please elaborate on the tentative nature of the license to be granted by the University for this commercial purpose.

a. Nature of License: Exclusive/non-exclusive

b. Duration of the License:

c. Licensee fee:

d. Royalty:

e. Licensed territory: Bihar/India/other countries

f. Raw material to be transferred. If any

g. Cost to be charged to raw material. If any

h. Time line to transfer the raw material

i. Handholding and training support required

j. Cost for handholding and training

k. Any other specific requirements

21. Any industries / companies interested in licensing the work. (Give detail)

22. Is the work

a. Completed and results validated?

b. At a basic conceptualisation stage?

23. I agree to assign to Bihar Animal Sciences University, Patna my rights in the invention

Inventor’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_

Inventor’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_

Inventor’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_

24. Invention disclosed and evaluated by

\*Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_

25. Enclosure (signed) – Preliminary details of disclosure

\* PI, if PI is not an inventor.

Head of Department: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

Signature Date

Dean: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

Signature Date

BASU IPR-3

BIHAR ANIMAL SCIENCES UNIVERSITY, PATNA

CONFIDENTIALITY AGREEMENT

The agreement is entered on \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ between

Dd mm yyyy

(a) Bihar Animal Sciences University, Patna (herein after referred as BASU)

and

(b) Organisation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein after referred \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) to the following effect.

- Whereas BASU has certain technical information related to the area of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein after referred as Confidential Document) and

- Whereas \_\_\_\_\_\_\_\_\_\_\_\_\_ is interested in examining the Confidential Document.

- Now, therefore, the parties BASU and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agree to the following:

(a) BASU shall disclose to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to confidential document containing details generally adequate for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to evaluate the document for the purpose of further negotiation on the possibility of entering a formal agreement and, if necessary, acquiring rights to use the confidential information irrespective of its status on patentability or other intellectual property rights.

(b) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees to accept the disclosure of the Confidential Document and ensure secrecy and confidentiality of the above the same way as the organisation’s own confidential documents are treated. The content of the document will be disclosed only to the relevant person with an obligation not to transfer the information to others.

(c) It is further implied that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will not exploit the confidential document unless formal terms and agreement are agreed upon to acquire such rights.

(d) The obligations outlined in (2) and (3) will not be applicable for those parts where

1. the contents are known to be in public domain or available prior to the date of disclosure.
2. the contents are demonstrated to be in possession if \_\_\_\_\_\_\_\_\_\_\_\_\_ or its subsidiaries from other sources prior to the disclosure.
3. The content appears in the public domain by publication or otherwise.

(e) The obligation of confidentially on the part of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be in force for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ unless the period is extended subsequently.

(f) It is also implied that the disclosure does not grant the right to exploit the content or to use the patent or other intellectual property right.

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorised representative) (Authorised representative)

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated \_\_\_\_\_\_ \_\_\_\_\_\_ \_\_\_\_\_\_ Dated \_\_\_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Bihar Animal Sciences University, Patna \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of receiving Institute)

Seal Seal

BASU IPR-4

BIHAR ANIMAL SCIENCES UNIVERSITY, PATNA

TECHNOLOGY EVALUATION

|  |  |  |
| --- | --- | --- |
| Technical Attributes | |  |
|  | Innovative technology (Innovation level) |  |
|  | Technical compatibility (new systems/modifications/small modifications/no modification) |  |
|  | Ease to implement/work |  |
|  | Process advantage |  |
|  | Developmental maturity (theoretical/lab scale/bench scale/pilot scale/ full scale) |  |
|  | Technology benefits (to end user) |  |
|  | Future scope for improvement / next level |  |
|  | Technical expertise availability |  |
|  | Technology Readiness Level |  |
| Business Attributes | |  |
|  | Market demand |  |
|  | Business opportunity |  |
|  | Revenue potential |  |
|  | time to reach market |  |
|  | Competitive advantage |  |
|  | Competitor entry barriers |  |
|  | Cost advantage |  |
|  | Geographical market reach |  |
|  | Regulatory Acceptability |  |
|  | Public Perception |  |
| Social attributes | |  |
|  | Benefit farmers (directly/indirectly) |  |
|  | Create job opportunities |  |
|  | Impact society |  |
|  | Health benefits |  |
|  | Social recognition |  |

The IPAC must deliberate on the above points and arrive at the final decision of Evaluation.

BASU IPR-5

BIHAR ANIMAL SCIENCES UNIVERSITY, PATNA

NON-COMMERCIAL MATERIAL TRANSFER AGREEMENT (MTA)

In response to your request for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ it is to inform you that BASU agrees to provide you with the material requested for your use only for the purpose of research and education. It is understood that the material is transferred strictly for non-commercial purpose. The following conditions will be met while receiving the material:

1. The present agreement covers \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ derivatives and associated documents, if any.

2. The material is exclusively meant for your use and for associates working directly under/with you. The material will not be transferred or distributed to any other person.

3. The material is provided to you without any undertaking on the part of BASU related to loss, risk, safety and related consequence.

4. Any research resulting out of the use of material provided to you under the MTA will record due acknowledgement of BASU, Patna.

5. It is also converted that by virtue of making the material available BASU is not bound to grant any other property right or licence to the receiver.

6. BASU holds the right to recall the material or request for destroying if it is necessary.

Requesting / Reviewing Institution:

The terms and condition agreed.

1. Name

Signature

Date

1. Name of the authorised representative

Signature

Date

BASU IPR-6

BIHAR ANIMAL SCIENCES UNIVERSITY, PATNA

REQUEST FOR PROVISIONAL PATENT FILING

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name) working as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Designation) in Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have developed a technical know-how

Titled:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which I feel has immense commercial potential, and can benefit the University but there is an urgency that requires immediate Provisional Patent Filing, since the normal procedure may result in delay, which can defeat the entire objective.

The nature of urgency is as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The source of funding for development of technical know-how in question is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[If the source of funding is other than Bihar Animal Sciences University, Patna, then please attach the consent letter and/or no-objection from the funding agency and Memorandum of understanding or Agreements, if any]

Declaration

1. I declare that by filing this Patent I am not voiding any agreement/MoU with any third party.
2. I undertake to suggest the name of Companies/Vendors wherein the Commercialization aspects of the patent is applicable at the time of the submission of BASU IPR-2 form.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature with Date and Name in Capital)

Forwarded by

(Head of the Department)

Approved/Not Approved

(DR, BASU)