



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान भोपाल
Indian Institute of Science Education and Research Bhopal
निदेशक कार्यालय
Director's Office

IISERB/DIR/OO/2025/14

March 13, 2025

कार्यालय आदेश / Office Order

Sub: Revised IPR policy on filing and maintenance of national and international patents.

The Institute IPR Policy has been reviewed and the following changes in relation to filing and maintenance of national and international patents are implemented with effect from 01 April 2025:

1. Patent Costs for IP Generated from Institute and GoI funded projects:

a. Indian Patents

- The Institute will support the inventor in filing their patent for the national phase in India after the recommendation of IPR Cell and approval by the competent authority.
- For early publishing and grant of Indian patents, IPR Cell shall instruct the empanelled Patent Attorney to file the necessary forms.
- For the maintenance of Indian patent, the Institute may support either till the patent is granted or till 6 years of filing, whichever is earlier. Beyond this period, contribution of Inventor and IISER Bhopal on maintenance shall be as per table 1.

Table 1. Proposed contribution of IISER Bhopal and Inventor(s) on national patent maintenance.

Year (post grant)*	Year (since filing)*	IISERB share (%)	Inventor(s) share (%)
Year 1 onwards	Year 7 onwards	0	100

* Whichever is earlier

- The institute shall encourage the inventors to commercialize the technology through various Technology Transfer Offices (TTOs) with an aim to commercialize the technology by the end of 6th year from the date of filing or from the date of grant whichever is earlier. In case it is found that the inventors have not commercialised the patent till 6th year of filing or till grant of the patent, IISER Bhopal will take necessary initiatives and connect with the TTOs to commercialise the patent/technology. IISER

Bhopal reserves the rights to license/commercialise the patent/technology through alternate routes and the inventors shall extend all necessary support to enable the commercialization/technology transfer.

- Once the patent is granted, the share of IISERB and inventor in the maintenance cost of the patent shall be as per table 1 above. However, in case, the inventor is granted an exclusive license, then the annuity/maintenance/other associated charges will be borne by the inventor or his/her IICE incubated start-up upon commercialisation of technology/patent.
- In case the inventor(s) fails to provide his/her prescribed share in the maintenance cost, the institute shall have full rights to transfer the patent/technology to any third party or potential partner and the inventor shall not have the privilege to claim/seek exclusive license for the patent/technology.
- **Patent applications already filed (in-process) but still not granted:** Any period exceeding six years from the date of filing will be counted according to Table 1, regardless of its status (filed, published, under examination). Example: If a patent application is in 7th year since filing; the share of the inventor and IISERB will be as specified for Year 7 [column 2, table 1 above]. This arrangement shall be effective from 01 April 2025 for entire national patents portfolio of IISER Bhopal.
- **Patent applications already granted:** For already granted patent applications, F.Y. 2025-26 will be considered as Year 1 (post grant) and the contributions of IISERB and Inventor(s) will be in accordance with Table 1 above. This arrangement shall be effective from 01 April 2025 for entire national patents portfolio of IISER Bhopal.
- The institute shall grant an exclusive license to the Inventor/his/her incubated start-up for commercialisation of the patent/technology. However, if the inventor has not sought an exclusive license of the granted patent/technology, institute reserves the rights to license/commercialise the patent/technology through alternate routes and the inventors shall extend all necessary support to enable the commercialization/technology transfer.
- In case the inventor(s) deny maintaining the patent application, the Institute may review whether the institute will further support the patent.
- In any case, ownership of the patent will remain with IISER Bhopal. However, in case, the inventor is granted an exclusive license, then the annuity charges will be borne by the inventor or his/her IICE incubated start-up upon commercialisation of technology/patent or the expiry of 8 years post grant of the patent, whichever occurs earlier.

b. International Patents

- For international patent applications, IISER Bhopal will have a special review committee constituting experts from academia/industry/technology business incubators to assess the potential of invention for international markets. The inventor(s) will present the novelty of invention, market and commercialisation potential, target country(ies) where inventors intend to file for national phase after PCT, budgetary estimate, etc. before the review committee.
- The committee will recommend for the feasibility and the potential of the patent for the international filing and financial support for the same. The Director, IISERB will take final decision on supporting the invention for international filing.
- For the invention approved by the Institute for international filing, IISERB will support such inventions up to the grant of the patent (which is generally up to 4 years post the date of filing) or till 4 years of PCT filing, whichever is earlier. Once granted, it is expected that reasonable efforts be made by the inventor(s) to commercialise the technology and support the maintenance of the patent.
- Once the patent is granted, the share of IISERB and inventor in the maintenance cost of the patent shall be as per table 2 below. However, in case, the inventor is granted an exclusive license, then the annuity/maintenance/other associated charges will be borne by the inventor or his/her IICE incubated start-up upon commercialisation of technology/patent.
- In case the inventor(s) is unable to commercialise the patent upon grant of the exclusive license, the share of IISERB and inventor in the maintenance cost of the patent shall still be as per table 2 below.
- The inventor will be asked to pursue commercialization of technology through his/her own start-up and/or licensing and technology transfer to the industry at the earliest. The institute shall encourage the inventors to commercialize the technology through various Technology Transfer Offices (TTOs) with an aim to commercialize the technology by the end of 4th year from the date of filing or from the date of grant whichever is earlier. In case it is found that the inventors have not commercialised the patent till 4th year of filing, IISER Bhopal will take necessary initiatives and connect with the TTOs to commercialise the patent/technology. IISER Bhopal reserves the rights to license/commercialise the patent/technology through alternate routes and the inventors shall extend all necessary support to enable the commercialization/technology transfer.
- In case the inventor(s) fails to provide his/her prescribed share in the maintenance cost, the institute shall have full rights to transfer the patent/technology to any third party or

potential partner and the inventor shall not have the privilege to claim/seek exclusive license for the patent/technology.


Table 2. Proposed contribution of IISER Bhopal and Inventor(s) on international patent maintenance.

Year (post grant)*	Year (since filing)*	IISERB share (%)	Inventor(s) share (%)
Year 1	Year 5	66	33
Year 2	Year 6	33	66
Year 3 onwards	Year 7 onwards	0	100

* Whichever is earlier

- **Patent applications already filed (in-process) but still not granted:** Any period exceeding four years from the date of filing will be counted according to Table 2, regardless of its status (filed, published, under examination). Example: If a patent application is in 6th year since filing, the share of the inventor and IISERB will be as specified for Year 6 [column 2, table 2 above]. This arrangement shall be effective from 01 April 2025 for the entire international patent portfolio of the Institute.
- **Patent applications already granted:** For already granted patent applications, current financial year will be considered as Year 1 (post grant) and the contributions of IISERB and Inventor(s) will be in accordance with Table 2 above. This arrangement shall be effective from 01 April 2025 for the entire international patent portfolio of the Institute.
- The institute shall grant an exclusive license to the Inventor/his/her incubated start-up for commercialisation of the patent/technology. However, if the inventor has not sought an exclusive license of the granted patent/technology, institute reserves the rights to license/commercialise the patent/technology through alternate routes and the inventors shall extend all necessary support to enable the commercialization/technology transfer.

This is for information and necessary action by all concerned.


(प्रो. गोवर्धन दास)
निदेशक

Copy to:

1. Acting Registrar, IISER Bhopal
2. Deputy Registrar- Finance and Accounts
3. All Deans and HoDs
4. All faculty
5. All project staff and all students
6. IPR Cell, Office Research and Development
7. Legal Cell, IISER Bhopal



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान भोपाल
Indian Institute of Science Education and Research Bhopal

निदेशक कार्यालय

Director's Office

IISERB/DO/00/2023/07
January 11, 2023

कार्यालय आदेश / Office Order

Sub: Intellectual Property and Technology Transfer Policy and guidelines-2022.

The Board of Governors at its meeting held on December 19, 2022 approved the Intellectual Property and Technology Transfer Policy and guidelines-2022 which is enclosed herewith for necessary compliance by all concerned.

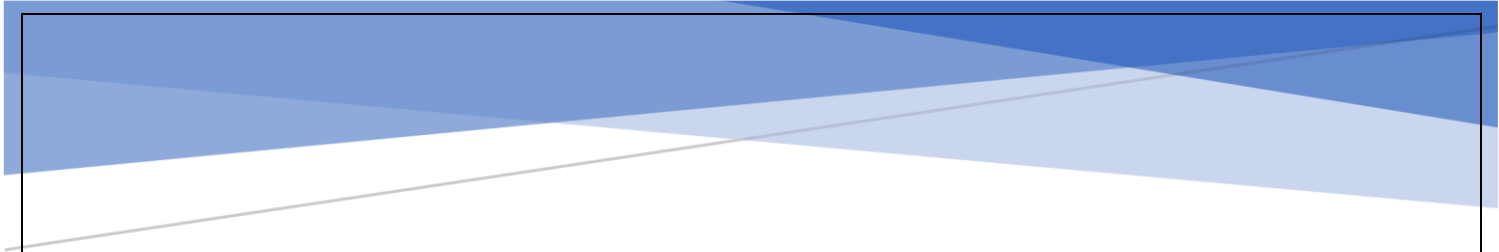
This is for necessary information, record and action by all concerned.

हिन्दी अनुवाद जारी किया जाएगा।

(प्रो. शिवा उमापति)
निदेशक

Copy to:

1. Registrar
2. All Dean(s) and Heads.
3. All faculty members.
4. All staff and students via email.
5. Webmaster for necessary updation on the website.



INTELLECTUAL PROPERTY AND TECHNOLOGY TRANSFER POLICY & GUIDELINES 2022

Indian Institute of Science Education and Research Bhopal,
Bhopal Bypass Road, Bhauri, Bhopal, 462066, Madhya Pradesh,
India

INDIAN INSTITUTE OF SCIENCE EDUCATION
AND RESEARCH BHOPAL

INTELLECTUAL PROPERTY
AND
TECHNOLOGY TRANSFER POLICY AND
GUIDELINES
2022



**Indian Institute of Science Education and Research Bhopal,
Bhopal Bypass Road, Bhauri, Bhopal, Madhya Pradesh, India**

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ACKNOWLEDGEMENT

The present Intellectual Property (IP) Policy and Guidelines of Indian Institute of Science Education and Research Bhopal (IISERB) have been adopted from the Intellectual Property Policy and Guidelines of the Indian Institute of Science (IISc) Bangalore. IISERB thankfully acknowledges IISc Bangalore for their generous consent in adopting their IP policy and guidelines.

1. OBJECTIVES

Through this official Intellectual Property (IP) Policy and Guidelines, IISERB intends to put in place a system that brings order to the process of protection of IP including inventions, and the utilisation of IP through processes of technology transfer and entrepreneurship. Within the above broad objectives, the specific objectives of this IP Policy are as follows:

- 1.1. Undertake the mining, and identification of IP in various research, consultancy, and all other academic activities of the Institute;
- 1.2. Encourage, create awareness, and facilitate the process(es) of securing and protecting the IP rights of all Institute personnel;
- 1.3. Initiating and pursuing all actions and deeds to maintain, prosecute, and keep in vogue the secured IP rights of the Institute; and
- 1.4. Pursuing all the necessary procedures and actions to facilitate, catalyse, and bring to bear the Transfer of Technologies (ToT), including the commercialisation, licensing, and other means of disseminating the technologies developed by the Institute.

2. DEFINITIONS

- 2.1. “**Applicant**” refers to a person or an organisation, who owns the rights to the IP generated/developed and makes a formal application before an IP office for grant of the respective right such as Patent, Industrial Design or Copyright. Institute is usually the Applicant for all IP generated/developed by the Institute Personnel.
- 2.2. “**Assignee**” refers to a person or an organisation like the Institute to whom/which ownership right(s) to the IP is legally transferred.
- 2.3. “**Assignment**” refers to the act of transferring the ownership rights including the title and interest in the IP generated/developed. Under this IP policy all Institute Personnel by virtue of their engagement with the Institute assign or transfer Ownership rights to the Institute.

- 2.4. **“Background IP”** refers to any IP/IPR that is created, invested, authored, or developed prior to or independently or controlled by the parties before the date of the agreement/contract. In simple words, the background IP is pre-existing IP that a party brings to a research project. The parties include Institute, funding agencies, collaborators, or Government of India (hereinafter referred to as “GoI”).
- 2.5. **“Confidential Information”** shall mean and include any and all proprietary information whether commercial or technical of the Institute and shall without limitation, include Trade Secrets, data, know-how, software programs, processes, specifications, drawings, marketing plans, financial, strategies, forecasts, any or all Intellectual Property, product development plans, marketing sales leads and work in progress, engineering, technical, manufacturing, service, financial and personnel information relating to all transactions of IISERB, evaluation material, internal discussions and all non-public information whether the information is in print, written, electronic, form, or oral that is valuable to IISERB and not generally known to outsiders.
- 2.6. **“Collaborative R&D”** refers to projects that are jointly conceived, planned, and executed by the Institute Personnel, in collaboration and partnership with the representatives, personnel, and staff of the collaborator such as an industry, sponsors, universities, NGOs, research organizations, hospitals, or any third party interested in R&D. Such projects will be characterized by substantial inventive and financial contributions from these entities. In addition, in the case of Collaborative R&D work carried out by the Institute and the Industry, the latter shall also make substantial inventive contributions, in tandem with the financial contributions made by it.
- 2.7. **“Copyright”** is a type of IP and refers to describe the rights that creators have over their literary and artistic works. Works covered by copyright range from books, music, paintings, sculpture and films to computer programs, algorithms, databases, advertisements, maps, and technical drawings.
- 2.8. **“Commercialization”** refers to the various activities, processes, and steps undertaken by the Licensee, under the terms of the Technology Licensing Agreement, to put the Technology/Invention/IP to commercial use, in terms of sale, internal use, etc., that result in financial, commercial, economic, or any other material benefit to the Licensee. The terms of the Licensing Agreement will specify the compensation to be paid by the Licensee to the Institute (the Licensor), and such compensation would include a one-time Lump Sum Technology Transfer Fee, as well as deferred Royalty payments. In addition, the Licensee may also offer a certain equity in the start-up venture to the institute, on term to be mutually discussed and negotiated.
- 2.9. **“Consultancy Projects”** refers to the work conceived and funded by industries or any third party to the Institute for providing advice/solution to a specific problem without using Substantial Institute Resources.

- 2.10. **“Disclosure of IP”** refers to Confidential Information such as Invention written up, and revealed by an Inventor to the Institute, to determine whether Intellectual Property Rights for the said disclosure should be sought and obtained by the Institute. The Institute would also ascertain what could be the scope for Technology Transfer, Commercialization, and Licensing of the said Invention.
- 2.11. **“Entity”** refers to legally recognized business organisations, academic and research organisations or non-profit organizations under the law and includes private limited, public limited, corporations, LLP, partnership firms, proprietorship, research institutes, universities, societies and associations, trusts, NGOs, etc., established and governed by various laws of the land.
- 2.12. **“Foreground IP”** refers to IP/IPR resulting directly from and authored, conceived, developed, reduced to practice or otherwise created during the performance of the research agreement/contract by the Institute or in collaboration with the collaborating Entity.
- 2.13. **“IICE”** refers to the Innovation and Incubation Centre for Entrepreneurship (IICE), a Technology Business Incubator (TBI) of IISERB.
- 2.14. **“Dean - R&D”** refers to the head of the Office of the Research and Development of IISERB.
- 2.15. **“IPR Cell”** refers to the committee set up by Director, IISERB, and shall include members to evaluate the Invention Disclosure Form (IDF) received by the IPR Cell for seeking appropriate IP Protection.
- 2.16. **“Intellectual Property Evaluation Committee (IPEC)”** refers to the committee set up by the Director IISERB under the aegis of Dean – R&D from time to time to oversee the functioning of patent office activities and to evaluate the IDF received for patent filing (National & International).
- 2.17. **“Industrial Design”** is a type of IP and refers to the rights pertaining to the ornamental or aesthetic feature/design of an article. A design may consist of three-dimensional features, such as the shape or surface of an article, or of two-dimensional features, such as patterns, lines, or color.
- 2.18. **“Invention”** refers to an act of inventing something which is novel or unique, typically a device, method, composition, or process. An invention may be an improvement upon an existing product, processes, or service, or it may be entirely new product, process or service.
- 2.19. **“Inventor”, creator or an author** (Collectively ‘Inventor’), refers to the Institute Personnel who contributed to the creation/conception or/and development of the IP.

In Patents, inventor is the person, or persons who preferably contribute to the claims of patentable Invention.

- 2.20. **“Intellectual Property or IP”** refers to creation of mind and primarily encompasses inventions; literary and artistic works; designs; symbols; and names used in commerce, method or process of manufacture; biological material; drawings, prototypes, integrated circuit, circuit layout or semiconductor chip layout or design; or scientific, technical or engineering information; computer software (in source and object format); improvement, modification or development of any if the foregoing; trade secret and Know-how.
- 2.21. **“Intellectual Property Rights (IPR)”** Intellectual property rights are the rights given to Inventor(s), Applicant or the Assignee for the IP created/generated. The right usually gives the Inventor, Applicant or the Assignee an exclusive right to exercise the monopoly over the use of their creations for a certain period of time. The different types of Intellectual Property Rights include Patents, Copyright, Industrial Design Rights, Trademarks, Integrated Circuit design rights or the mask layout rights, Plant Variety Rights, Geographical Indication (GI) and in some Jurisdictions, Trade Secrets.
- 2.22. **“Intellectual Property (IP) Policy and Guidelines”** IP Policy and guidelines refer to the instant policy along with the Annexures and the previous versions of the IP Policy and Guidelines refers to the set of principles, values, and guidelines that will govern all the actions and efforts of the Institute, towards the identification, protection, prosecution, utilization, transfer, licensing, and commercialization of all IP arising out of the R&D work of the Institute Personnel.
- 2.23. **“Indian Institute of Science Education and Research Bhopal/IISER Bhopal/IISERB/Institute** refers to an autonomous Institute of higher learning and advanced research, founded in 2008 and located in Bhopal, Madhya Pradesh, India. It also includes all its assigns, heirs, and legal representatives.
- 2.24. **“Institute Personnel”** shall refer to all Faculty (active, retired, or alumni), Students, Staff (permanent and temporary), retired but continuing faculty, consultants, Ad-Hoc appointees, and contract employees, engaging in education and research at the premises of the Institute or off the premises of the Institute, working during leave or on duty from the Institute, including emeritus professor, honorary appointee, visiting fellow, research staff, research associates, post-doctoral researchers, project assistants, students on internship, students enrolled by the Institute in various degree programs of the Institute, regardless of the mode of entry through which they are admitted, such as Undergraduate Admission and Graduate Admission under the BS-MS, PhD, Integrated PhD programs as well as students at the Institute from other Universities (whether in India or abroad) studying/conducting research under exchange programs. Institute Personnel also includes visiting faculty members or scientists, adjunct faculty, industrial personnel, fellows, project/research/technical assistants, summer fellows/trainees, Institute alumni and any other personnel from

outside Institute engaged in research and development work at the Institute independently or in collaboration with Institute Personnel. Institute Personnel whose R&D effort results in an innovation, and whose IP needs to be protected by the Institute, will be referred to in this document as Inventors.

- 2.25. **“Institute Resources”** means any form of funds, facilities, or resources, including equipment, consumables, and human resources such as faculty time, student time, staff time, and support staff time provided by the Institute either in a direct or indirect way.
- 2.26. **“Joint IP/ Joint ownership”** refers to IP that may be jointly owned by the Institute and the external party that has contributed intellectually to the generation of such IP through its employees.
- 2.27. **“Know-how”** refers to any technical information or tacit knowledge closely held together with accumulated skills which is valuable and identifiable, including results, experimental techniques, formulae, chemical structures, source code etc., not strictly a form of IP but equally important and proprietary to the Institute.
- 2.28. **“Lump sum technology Transfer Fee”** refers to the financial compensation paid as a single payment by the Licensee to the Licensor, in this case, the Institute, for the rights to use the Technology/Invention/IP(R), for commercial purposes, including the sale, internal use, lease, rent, or assign to any other material benefit to the Licensee.
- 2.29. **“Licensor”** refers to a person or an organisation such as Institute which grants a license to another, or a third party known as Licensee. It simply means that the Institute who is the IP(R)owner grants permission to another individual or an organisation to make, use, import, sell, etc., the rights it holds in a patent, copyright, or other forms of IPR.
- 2.30. **“Net Sales”** refers to total revenue gross sales), less the cost of sales returns, allowances, and discounts.
- 2.31. **“Ownership”** refers to the rights an organisation holds under this policy to deal with the IP generated/created by the Institute Personnel. Subject to the rights of the government and any exceptions contained in this policy, IISERB owns or will be considered the owner of all the IP generated by the Institute Personnel. Ownership of Patent or IP is independent of inventorship/authorship. The Institute Personnel generating/creating the IP will be considered Inventors/authors.
- 2.32. **“Patent”** is a type of IP that refers to an exclusive right granted for an Invention which is wither a novel product that provides a novel way of doing something, or that offers a new technical solution to a problem which has some industrial use and is not obvious to a person skilled in the art.

- 2.33. **“Project”** refers to a series of tasks that need to be completed in order to reach a specific outcome by the Institute either on its own or in collaboration with an external entity and includes research project(s).
- 2.34. **“Publications or Public disclosure** refers to the various documents, reports, technical communications, research papers, manuscripts, software, research data, etc. arising out of an R&D work carried out by the Institute Personnel that are generally made available to the public by act of publishing, including electronic and print copies, through different forms such as journal publications, books, thesis, dissertations, newspaper articles, posters, conference publications or other publications via a presentation to someone who is not an employee of the Institute, or is not bound by confidentiality to keep such information secret. Demonstration/promotion of the invention in a public place is also considered as public disclosure. Thesis and dissertations kept in the IISERB library or published as an e-copy is also considered as public disclosure.
- 2.35. **“Revenue”** refers to all the financial earnings made by the Licensee, from the rights to use the Invention/IP(R), for commercial purposes, including the sale, sub-license, internal use, or assign to any other party, etc. that result in financial, commercial, economic, or any other material benefit to the Licensee. Where the context so admits, revenue would also refer to the financial compensation paid by the Licensee to the Licensor, in this case, the Institute, for the rights to use the Invention/IP(R)/technology, for commercial purposes, such as the sale, internal use, sub-license to make, import, or assign to any other party that result in financial, commercial, economic, or any other material benefit to the Licensee.
- 2.36. **“Release of an IP”** refers to the release of the Ownership rights on the IP(R) to the Inventor(s) to administer the protection of IP, its prosecution, and commercial licensing of the same.
- 2.37. **“Sabbatical Leave, Deputation, Lien”** A Sabbatical is a rest from work, or a break, often lasting from two months to a year. Strictly speaking, the original scriptural essence of sabbatical means it would last one year. A deputation is the official delegation, or the assignment of responsibility or authority to a person, from the Institute to another organisation, to carry out specific designated roles and activities. A lien is the official, continuing attachment of an Institute Personnel, to his or her post of substantial employment at the Institute, during designated period(s) when such person(s) has availed leave of accrued nature, to seek gainful employment in another organization. It is the responsibility of the Institute Personnel to ensure that their agreements with third parties are in keeping with their obligations to the Institute. The Faculty Affairs office can provide suggested language for inclusion in such agreements with outside entities, especially during Sabbatical leave/Leave/Deputation/Lien.

- 2.38. **“Substantial Use of Institute Resources”** means use of the Institute’s Resources such as experimental facilities, background IP, Know-how, laboratories, computational facilities, software, hardware, institute-provided or institute-administered funds or industry/state/central funding or other external sponsorship/funding, space provided by or through the Institute or human resources including their release time from regularly assigned duties during the course of their work or on paid leave. The routine uses of Institute library/information, desktops/laptops do not constitute “substantial use of Institute resources”.
- 2.39. **“Sponsored R&D”** refers to those R&D projects and/or activities which are originated and conducted by members of the faculty or, in some instances, by staff members and are supported wholly or in part by external agencies like the government funded projects or the industry funded projects. It also refers to research which is conceived and funded by industries requesting Institute to provide a solution to a specific problem and such solution is provided solely by the Institute using its Institute Resources in addition to the funds from the industry.
- 2.40. **Sponsor/ Funding Agency/ Industry”** These terms, used interchangeably in this IP Policy document, refer to the entity that funds the R&D work that is proposed to be carried out by the Institute.
- 2.41. **“Sole IISERB IP/ Sole ownership”** refers to IP that has been generated or conceived solely by the institute Personnel without the involvement of external agencies/sponsor or any third-party personnel in the generation of such IP.
- 2.42. **“Technology Transfer”** refers to the process by which the Institute owned IP, is transferred to another party (the Licensee) to use, put in practice, and commercialize the Invention/technology or IP owned by the Institute. The specific terms of technology licensing will usually be set out in detail in the licensing agreement or any suitable agreement, that will be entered into and contracted, between the Institute which is an owner of the Invention/IP (the Licensor) and the other party seeking the License (the Licensee).
- 2.43. **“Royalty/ Royalties”** refers to the deferred payment made by the Licensee/Assignee to the Institute, to compensate for the rights to use the IP, for commercial purposes., including the sale, internal use, import, sub-license, etc. that result in financial, commercial, economic, or any other material benefit to the Licensee. The terms of the Royalty/Royalties will usually be specified in the License agreements as a certain fixed or variable percentage of the Net Sales Value, resulting from the Commercialization of the said Technology/Invention/IP.
- 2.44. **“Startup”** An entity shall be considered as a Startup incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability

partnership (under the Limited Liability partnership Act, 2008) in India and as further defined in the notification dated 19/02/19 issued by the ministry of commerce and industry vide Gazette notification no. G.S.R. 34€ dated January 16, 2019.

2.45. **“Trade Secret”** means any information not generally known or readily accessible to a third-party or accessible to people in the field that would normally deal with that information including Intellectual Property, but not limited to, an invention, specifications, computer software, circuits designs, schematics, data and know-how, drawings, computer software, copyrightable materials, programs, process, techniques, formulae, product, device, method, program, technical data, compilation, or pattern that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use and (ii) is the subject of efforts that reasonable under the circumstances to maintain its secrecy.

2.46. **“Trademark”** is a type of IP that refers to a sign, logo, or a name capable of distinguishing the goods or services of one enterprise from those of other enterprises.

2.47. **In this Policy:** headings are inserted for guidance only. They will not affect the meaning and interpretation, limit the scope of this policy or the intent of any provision thereof.

Singular and plural: words importing the singular number shall include the plural and vice versa where the context requires.

3. **TO WHOM IS THE IP POLICY APPLICABLE**

3.1. The IP Policy of the Institute is applicable to all Institute Personnel, active, retired, or alumni, associated or engaged with IISERB and/or making Substantial Use of Institute Resources.

3.2. When Institute Personnel work at other organizations through a formal agreement between the Institute and the organization, the IP Policy of the Institute will be interpreted with reference to the relevant formal inter-institutional agreement.

4. **IP OWNERSHIP (GENERAL PROVISIONS)**

4.1. With the exception of rights to Copyright or works and other exceptions contained in this Policy, the Ownership of all IP developed by Institute Personnel in the course of or pursuant to Research and Development at the Institute or outside, as defined more fully below, vests with the Institute, Inventors shall provide, upon request by the Institute, assignment of their rights in inventions to the Institute and/or other documents necessary for the Institute to perfect its Ownership rights in relevant IP.

- 4.2. It is the obligation of employees of the Institute engaged in Consulting and other activities with outside entities to ensure that their activities and agreements with third parties are not in conflict with the provisions of this Policy or other commitments involving the Institute. Employees should inform those outside/third parties with whom they make agreements of their obligations to the Institute.

4.3. Exception and Release

- All IP developed by Institute Personnel in their own personal time, and which is neither connected to R&D of the Institute nor developed with substantial use of the Institute's resources shall belong to such Personnel identified as Inventors. However, prior to seeking any protection or Commercialization, the concerned personnel shall submit a full disclosure to the Institute in the format prescribed and the relevant documentation supporting the claim that there was no significant use of Institute resources. If the Institute is satisfied, it shall give the Inventor a written acknowledgement that it has no claim on Ownership of that Intellectual Property.
- If IISERB cannot or decides not to protect or commercialise any specific IP or decides not to proceed with the prosecution or maintenance of the specific IP, the Institute personnel may request release of the IP/IPR. Upon, examination by the Institute that releasing the IP to the Institute personnel will not violate the terms of an external funding agreement and that such releasing would be in the best interests of the Institute and the public, the Institute may agree to release the invention to the inventor(s). If so, the Institute will assign or release to the inventor(s) all the interest which it holds or has the right to hold in the IP, subject to the conditions to be specified in writing by the Institute and subject to the inventors not utilising funds from any of the Institute financial resources including R&D projects. In the event of such release, the Institute will retain the right to a non-exclusive, irrevocable, royalty free, worldwide license to the invention for research and educational purposes. In the event of an invention being released to an Institute personnel, he/she will be required to sign a suitable agreement to remit to the Institute, 10% of net earnings received by the inventor(s) through the commercialisation of the said invention.

4.4. Sabbatical/Deputation/Lien of Institute Personnel

The aspects of the IP Policy during Sabbatical Leave/ Deputation/ Lien of the Institute Personnel will be governed by the broad terms of the Institute IP Policy, as they apply to all Institute Personnel. Such Institute Personnel should be careful that their work off-site from the Institute, including work during Sabbatical Leave/ Deputation/ Lien, while visiting other institutions and while consulting with industry, does not conflict with their obligations and commitments to the Institute. It is the responsibility of the Institute Personnel to ensure that their agreements with third parties are in keeping with

their obligations to the Institute. Faculty Affairs Office can provide suggested language for inclusion in such agreements with outside entities, especially during Sabbatical Leave/ Deputation/ Lien. Any IP that is generated partially at the Institute and partially at the visiting organization, the ownership ratio of such IP will be determined on a case-to-case basis.

5. **IP OWNERSHIP (PROVISIONS PERTAINING TO MODE OF FUNDING)**

5.1. **IISERB in-house projects:** With the exception of rights to Copyright of works which are dealt with under section 6 of the IP Policy of IISERB, the Ownership of all IP developed by Institute Personnel in the course of or pursuant to research and development at the Institute or outside, as defined more fully under the IP Policy vests with the Institute.

5.2. **Government Sponsored Research:** IP arising from research funded by the government of India (GoI) or other government funding agency will be controlled by the terms of the grant or contract and applicable laws. IISERB may usually own solely or jointly share the IP generated under the government-funded projects, subject to certain rights retained by the government. Any Commercialization option under the GoI sponsored research is subject to the terms of the contract.

5.3. **Industry Funded Projects**

- **Sole Ownership:** Ownership to any IP generated without any intellectual contribution or any background IP from the employees of the industry pursuant to the project shall be owned solely by IISERB in India and in countries filed outside India.
- **Joint ownership:** IISERB may consider joint ownership of IP with an industry that in addition to funding contributes its background IP for the development of foreground IP or makes intellectual contributions to the foreground IP through the participation of its employees in generating IP together with the Institute.
- The extent of ownership shall be determined based on the intellectual contribution from each entity.
- **Assignment/Transfer of Ownership:** IISERB may consider transfer of Ownership or Assignment of rights outside India in a particular field of use to explore the Commercialization of the IP. Please refer to section 9 for terms and conditions of such transfer.

5.4. **Non-Industry Research Collaborator:** Ownership of any IP generated solely by IISERB personnel shall be owned solely by IISERB. IISERB may also consider Joint Ownership if the collaborator

- Contributes its background IP for the development of the Foreground IP,
or
- Makes intellectual contributions to the development of Foreground IP, contributes intellectually to the generation of IP using its own funds or through funds from an external organization subject to the funding organization policies.

5.5. Ownership of tangible research property

- **Institute funded projects:** All the tangible resources created using IISERB funds shall be owned by IISERB and be licensed in accordance with this policy. The tangible resources include but not limited to, all forms of material- organic and inorganic chemicals, pharmaceuticals, biologicals, metals, ceramics and polymers, machinery prototypes (equipment, machine), electrical and mechanical systems, circuits in all packaged and integrated forms- and computer software.
- **GoI funded projects:** Any tangible property created using GoI sponsored research/consultancy projects shall be owned by IISERB subject to the ownership and other provisions of the funding agency.
- **GoI and industry funded projects:** Any tangible and intangible resources created using an academia-industry collaborative project funded by GoI and Industry, the ownership of resources (tangible or intangible) shall be subject to GoI policies.
- **Industry funded projects:** Any tangible resource generated from an industry funded project shall be either solely or jointly owned by IISERB. In case a prototype fabricated at IISERB is subsequently used by the industry, the equipment may be licensed exclusively/non-exclusively to the industry. In case, the prototype is licensed to the industry and is used for profit making by the industry, the industry shall compensate IISERB. The remuneration of such compensation shall be negotiated through a separate agreement on a case-by-case basis.

5.6. Consultancy Projects

- **Research based Consultancy project:** These kinds of consultancy projects arise when the researcher in addition to providing his/her research skills and/or expertise has to conduct lab work and may involve other Personnel of the Institute, like students, in conducting such work under the project in return for remuneration from an external agency.

In such research-based Consultancy projects, IISERB will consider Joint ownership of IP with an Industry:

- that contributes its background IP for the development of the Foreground IP to the said project;

Or

- makes intellectual contributions to the Foreground IP through the participation of its employees in generating IP together with the Institute

The extent of ownership shall be determined based on the intellectual contribution from each entity. Ownership to any IP generated without any intellectual contribution or any Background IP from the employees of the industry pursuant to the Consultancy Project shall be owned solely by IISERB in India and in countries files outside India.

- **Advisory based Consultancy project:** These kinds of consultancies include providing professional services and technical expertise under contract for a third party or any external agencies for a fee and is expertise based. The services include, routine laboratory and other testing of materials, devices, products, or produce; analysis of data; surveys, including market and opinion surveys; quality controls/checks; field trials; providing professional advice and opinion using knowledge that is already present in the open domain. These kinds of projects do not necessitate the consultant to conduct any lab work under the project to provide advice.
- Any IP that is generated by IISERB faculty member under the Advisory based Consultancy project will belong to the external agency funding such project. IISERB faculty shall be named as an inventor or an author in accordance with the IP law as applicable in the country where such protection is sought. Based on IISERB request, the said external agency may consider paying an additional remuneration as a contribution towards the generation of such IP. This may be in the form of one-time payment or a running royalty to be mutually decided on a case-to-case basis when the IP is generated, or the revenue is generated.

5.7. Assignment/Transfer of Ownership

IISERB may consider transfer of Ownership outside India in a particular field of use to explore the Commercialization of the IP. Please refer to section 9 for terms and conditions of such transfer.

5.8. Student Fellowship Funding by Companies

In case a student is getting fellowship from any industry, the IP generated by student shall be owned by IISERB and shall be treated as IISERB IP. Such IP should be dealt in accordance with the IISERB IP policy.

5.9. Student Internship

IISERB encourages student internship in industry for a period of up to three months and IISERB shall not claim any ownership in the IP generated during the student internship for the said three-month period, provided the student does not use IISERB's background IP or IISERB resources for generation of such Foreground IP. In the event the student uses IISERB background IP, IISERB resources or continues to work in the same area he/she has been assigned at IISERB, IISERB shall have a stake in the Ownership and the extent of Ownership shall be determined on case by case basis. If the student spends more than three months in the Company, the engagement shall be converted into a suitable research project such as Research and Consultancy Project, Collaborative project/Sponsored project etc. on a case-by-case basis and shall be dealt as per the policies of IISERB.

- 5.10. **“Contract R&D”:** This form of R&D would arise when a Sponsor/Funding Agency/Industry/Collaborator sets out a specific problem/ research agenda/ scope of work in the R&D. The Institute Personnel would essentially be working on the above problem/ research agenda/ scope of work, and the Contract R&D Project would be completely funded by the Sponsor/Funding Agency/ Collaborator, to cover all direct and indirect costs, costs to set up the laboratory, all operating costs and overheads for the independent (out-sourced) execution of the Contract R&D. In such extreme and rare cases, the Institute may consider the request(s) for exclusive ownership of IP, from the Sponsor/Funding Agency/Industry/ Collaborator.

6. COPYRIGHT

- 6.1. Unless expressly stated otherwise in the policy or an agreement, Institute shall be the owner of all copyrights, including computer software and database, teaching material, and technical reports created by the Institute personnel. If there is third party funding received for projects that results in copyrightable work, then the IP ownership provisions of this policy will apply. The Institute shall not claim ownership of copyright on books and publications authored by the Institute personnel.
- 6.2. **Exception:** If an Institute personnel creates software that is not part of his or her normal duties, does not substantially utilize Institute resources, and if the software development is done outside the normal working hours of the Institute, the Ownership of such software would remain with the Institute Personnel. Unless the Institute has some obligation or special investment in regard to the work leading to the software that would make Institute Ownership appropriate, the intent is to vest Ownership in the student of any software which was created as part of the student's class work, or as part of normal extra-curricular activities.

- 6.3. **Student Thesis:** A student shall own the copyright of his or her thesis or dissertation written as student to satisfy the IISERB degree requirements. The student shall grant to the Institute a royalty-free permission to reproduce, publish, and distribute copies of the thesis, in any appropriate form. If a thesis contains information or an invention or any IP that is protectable, the Institute at its discretion may delay the public dissemination of the thesis, if it intends to seek statutory protection for any material contained within it.
- 6.4. If the Institute hires a third party to perform specific tasks that contribute to a copyrightable work, the rights of such work shall belong to the Institute.
- 6.5. If the Institute personnel wish to make the copyrightable work open source, the Institute personnel are required to keep IPR Cell informed about such indent, subject to the third-party agreement, the Institute personnel in consultation with the IPR Cell can choose the distribution and licensing schemes including free or open-source arrangements. In case any disagreements between IPR Cell and the concerned Institute personnel, the matter will be decided by the Director, IISERB.
- 6.6. **Registration and protection of works and Copyright notice:** The Institute will not register or otherwise protect or enforce the copyright in the works it does not own. IISERB may register and protect the copyright in a work in which it has some right, title, or interest. In cases where IISERB is the owner, following notice must be included. The date in the below notice should mention the year in which the work is/was first published i.e., distributed to the public or any sizeable audience.

**“Copyright © [year] Indian Institute of Science Education and Research Bhopal.
All Rights Reserved”**

- 6.7. **Copyright Infringement:** It is the duty of the Institute personnel to respect the intellectual property of others. The Institute supports full utilisation of the rights of fair use and the rights granted to educational institutions under copyright law. Where uses of copyrighted works of authorship will exceed those permitted by fair use and other statutory exceptions, permission to use the copyrighted works of authorship shall be obtained from copyright owner. Copyright infringement is a serious violation under the Institute code of conduct and the bylaws.

7. INTELLECTUAL PROPERTY ADMINISTRATION

- 7.1. The Intellectual Property Evaluation Committee (IPEC) shall oversee and guide the processing and management of the Institute’s IP, including its utilization/commercialisation. The IPEC is responsible for reviewing and interpreting this IP policy and for resolving any dispute that may arise in the context of IP and IP management at the Institute. The IPEC will also provide guidelines for Technology

Transfer undertaken by the Institute and for Technology licensing practices of the Institute.

- 7.2. The IPR Cell is the administrative body of the Institute, reporting to the Director of the Institute and guided by the IPEC, which is responsible for the day-to-day handling of IP matters, dealing with Disclosures of Inventions submitted by the Institute Personnel, arranging for the Evaluation of Disclosures, filing and maintaining Patents and other IP applications, and negotiating Technology Transfer, Licensing, and Commercialization Agreements, Research Agreements, or any other Agreements concerning IP related matters, except as it pertains to start-ups/ faculty entrepreneurs, for which the negotiations on the Technology Transfer and Licensing would be done by the IPR Cell.

8. **COMMERCIALIZATION/ UTILIZATION OF IISERB IP**

- 8.1. As the Sole or Joint owner of any IP, the Institute is entitled to enter into a binding agreement with any party for the utilization of its IP, whether on commercial terms or on non-commercial terms in the public interest, and in a manner consistent with the terms of any agreement involving the R&D project from which IP was generated and read harmoniously with the terms of this policy.
- 8.2. The Institute shall be entitled to grant licenses, whether exclusive or not including open-source licenses, for the utilisation and commercial exploitation of Institute IP, or to make such other arrangement as the Institute may deem fit to facilitate technology transfer, licensing, and other means of commercialisation of Institute IP to industry or other entities, while preserving the rights and interests of the Institute and of the inventor(s). Where Institute IP results from R&D projects funded by public agencies or through the resources provided by the Institute, an exclusive license may **only be granted** if the terms of public funding permit such license. Any licensing of IP generated from public funded R&D, including R&D work supported by the Institute, shall comply with applicable national legislation, if any. All Institute IP to be commercialised will be listed on Institute website and the interested parties approaching the IPR Cell will be considered for such licenses.
- 8.3. The cooperation of Inventor(s) with the Institute and with licensees of Institute IP is usually essential for the success of efforts to utilize/Commercialize IP. Therefore, Inventor(s) shall provide all assistance to the Institute both during the effort to protect IP and Commercialization. The assistance and active cooperation of Inventor(s) is also required in identifying licensees for Institute-owned IP and in negotiations with potential licensees.
- 8.4. **Commercialization through start-ups:** IISERB supports entrepreneurship and the creation of start-up companies as a means of exploiting Institute-owned IP. Where an inventor wishes to develop and commercialize Institute IP based on his/her innovation, the Institute will generally license such IP exclusively to the inventor's

start-up. The Institute may also consider assigning the rights of such invention(s) partially or completely to the start-up on a priority basis, as compared to other license seekers, through taking an equity stake in the start-up company that such an inventor might setup and a combination of upfront payment/royalty. Such initiatives may be channelled through IICE, or other similar bodies formed by the Institute to promote such activities. Agreements to enable such commercialization efforts will be formulated on a case-by-case basis. For guidance and the terms and conditions, IICE or a similar body identified by the Institute should be approached.

8.5. Modes of Commercializing IISERB-owned IP

- The possible modes of Commercializing IISERB owned IP include,
 - Non-exclusive licensing
 - Exclusive licensing,
 - Exclusive licensing with enforcement rights and
 - Assignment of ownership under limited conditions
 - Open-source licensing
- The Institute encourages the development and Commercialization of IISERB IP by an Industry for public use. A non-exclusive license allows several companies to exploit an invention and ensures it meets wider public requirements. Hence, the Institute would prefer to grant a non-exclusive license. However, in some cases, an exclusive license may be necessary to provide an incentive to the industry to undertake commercial development and production of such Inventions. The decisions will be taken on a case-by-case basis and will be subject to government of India restrictions.

8.6. Licensing of IP generated from IISERB in-house projects

- **Non-exclusive licensing option**
 - If IICE and Inventor(s) are of the opinion that the Intellectual Property intended for Commercialization is applicable for a variety of markets, and is a ready-to-use product, IISERB will aim for the Intellectual Property to be licensed to several licensees who would Commercialize in each of these different markets creating a potential of multiple revenue streams through the Non-exclusive licensing mode.
 - In this type of licensing, the Licensee is given the non-exclusive right to make, use and sell the given technology without the right to sublicense to others in a particular field of use or/and in a territory.
 - For this purpose, the Licensee shall pay a combination of an upfront licensing fee and an annual royalty which would be a percentage of the revenues

generated due to the Invention/other IP rights. The combination will be decided on a case-by-case basis in consultation with IPR Cell.

- **Exclusive licensing option**

- If the IICE and the Inventor(s) are of the opinion that the Intellectual Property intended for Commercialization needs a significant amount of product development work yet to be carried out and/or a significant amount of investment to get market clearance from regulatory bodies, IISERB may consider licensing the IP to the inventor through the Exclusive Licensing mode.
- In this type of licensing, the Licensee is given the exclusive right to make, use and sell the given technology by the licensee without the right to sublicense to others in a particular field of use or/and in a territory without any license fee. A separate Exclusive License agreement will be entered between the Institute and the Inventor where all the terms and conditions related to the tenure of the license, annual royalty which would be a percentage of the revenues generated due to the invention as per the IPR policy, terms of royalty payment, and other terms and conditions will be decided on a case-to-case basis.
- It is mandatory for the inventor to incubate his/her start-up through IICE in line with the IICE policies in order to get an exclusive license for his/her patent.
- In the patent is exclusively licensed to an inventor through his/her start-up, and he/she files for a new improvement on patents and rights, then there will be an additional share of IICE in the equity share capital of the incubated company. The percentage of the share will be mutually decided between the IICE and the company in consultation with the IPR Cell.
- An inventor needs to enter into separate Exclusive License agreement for each patent.
- In case, the Institute feels that the company is under performing or is not taking sufficient initiatives to scale up the patented technology to generate revenue, then the Institute may revoke the Exclusive License and associated rights from the company.
- IISERB, under certain exceptional cases and subject to GoI funding policies and the laws applicable to IISERB, may consider granting a license for the IP generated under a Know-how agreement. Under this option, based on the kind of invention generated and the industry and market requirements, IISERB may consider not to seek IP rights and continue to maintain it as IISERB

Confidential Information. The terms and conditions of such know-how license shall be discussed on a case-by-case basis.

8.7. Licensing of IP Generated from GoI funded Projects

The Commercialization terms of all IP generated under GoI funded Projects, shall be subject to the terms and conditions of GoI policies or the agreement executed with GoI or its agency. In the event that government policies or contracts allow IISERB to Commercialize the IP, then such IP shall be considered as IISERB funded IP and Commercialized in accordance with section 9.6.

8.8. Licensing of IP Generated from Industry funded projects

- **Sole IISERB IP** (See section 5.3 for description of sole IISERB IP)

➤ Non-Exclusive licenses

IISERB may agree to grant to the industry that has funded the Project upon request, a non-exclusive license under the following possibilities:

Royalty-bearing licenses:

- If industry wants the right to grant sublicenses
- If industry does not want to bear IP filing and maintenance expenses, the royalty terms for the aforesaid license shall be determined on a case-by-case basis.

Royalty-free licenses:

- For any non-commercial and internal research and development purposes.
- For Commercial purposes if the industry bears the IP filing and maintenance expenses in India and in foreign jurisdictions and upon a payment of fees. In such cases, the scope of Commercialization will be defined very clearly in an appropriate agreement between IISERB and industry. The terms of such filing and maintenance expenses may be determined on a case-by-case basis. The cost of filing and maintenance would have to be committed by industry after the IP is generated. IISERB will take the lead in filing. IISERB will give the industry a maximum of 06-12 months to arrive at such decisions from the time such information has been conveyed to them on their official email id that is included in the agreement pertaining to the Project.
- In the field of use if the Background IP of the sponsor is part of the Foreground IP and such IP cannot function independent of each other.
- In any one country by the industry of the funding is substantial.

➤ **Exclusive License and Royalty Bearing:**

IISERB will consider granting an exclusive license to the industry funding the project to make, use and sell the IP without the right to sublicense to others in a particular field of use or/and in a territory. In such cases, the scope of Commercialization will be defined very clearly in an appropriate agreement between IISERB and Industry. The cost of filing and maintenance of IP will be as per section 8.9 below. The licensing fee will be a combination of an upfront payment and a running royalty to be decided on a case-by-case basis.

If the Industry that funded the Project does not elect for a non-exclusive royalty-free/bearing license to use the Intellectual Property as specified above, then IISERB may consider granting an exclusive license to a third party for Commercialization of the Intellectual Property without accounting to the industry. Such IP shall be treated as IISERB in-house IP/ Institute IP.

8.9. Joint IP: (IP owned jointly with the industry as per section 5.3.2)

IISERB will consider granting an exclusive royalty bearing license to the industry funding the project to make, use and sell the given IP without the right to sublicense to others in a particular field of use or/and in a territory. See section 8.10.5 for the licensing procedure. The exclusive license shall be initially granted for a fixed period of about 3 years (based on technology/IP). In the event the industry is unsuccessful in utilizing the IP within this Commercialization period, the license shall be cancelled or renegotiated on a case-by-case basis. The licensing fee will be a combination of an upfront payment and a running royalty to be decided on a case-by-case basis.

8.10. Patent Costs for IP Generated from Industry Funded Projects:

- IISERB shall take a lead in filing for an Indian patent or other IP application(s) in consultation with the industry. Industry shall take over the filing, subject to the industry entering into exclusive license agreement as detailed in this Policy.
- For IISERB Sole IP, IISERB will bear the expenses for a certain evaluation period, typically 6-12 months, within which time industry is expected to get back to IISERB on its interest in maintaining the IP. Post this period, IISERB at its sole discretion may decide whether to continue with the filing or otherwise.
- For Joint IP, unless otherwise agreed to in the agreement with the Industry, IISERB shall take the lead in seeking appropriate IP protection and may consider bearing the expenses equally in India, and if required for PCT filing. Outside of India, if

IISERB is not interested in seeking protection in a particular country, then the industry can seek such protection in joint names at its cost. In such a case, the cost incurred by Industry on behalf of IISERB may be deducted from the financial benefits to Industry from Commercialization or third-party licensing before determining the royalty to be paid to IISERB. If the Industry is not interested in seeking protection and if IISERB needs to pursue such protection, then IISERB may continue to seek such protection at its discretion solely in its name and or in joint names.

- For IISERB sole and Joint IP, if the Industry seeks an exclusive license which implies that the Industry expects to commercially benefit from it, then the Industry shall bear the expenses in total for filing and maintaining the patent as part of the license agreement. In such a case, the costs incurred on behalf of IISERB may be accommodated and adjusted in the “cost of licensing” component of agreements to be determined on a case-by-case basis.

8.11. Patent Costs for IP Generated from Institute and GoI funded projects:

For Indian Patents: The Institute will support the inventor in filing their patent for the national phase in India after the recommendation of the IPEC to the IPR Cell and the final presentation of the invention to the expert panel in line with the Guidelines of the IPR cell for patent filing. For the maintenance of the Indian patent, the Institute may support for only 8 annuity payments. Further annuities will be borne by the inventor.

In case, the inventor is granted an exclusive license, then the annuity charges will be borne by his/her start-up company.

For Patent Cooperation Treaty (PCT) mode: The Institute will support the PCT filing of the invention after the Indian patent application filing is complete. However, the inventor will have to disclose the intent for the PCT filing in the expert panel presentation for the Indian patent application and based on the expert panel recommendation the PCT filing cost will be supported accordingly.

For International Patents: The Institute encourages the inventors to bear the cost of the international patent filing and maintenance out of their sponsored research grants. However, for the PCT filed patents, the inventor has to present the invention for the international patent along with the budgetary estimate and the potential market for the invention before the expert panel (including external experts) and the IPEC. The expert panel and the IPEC will jointly decide the feasibility and the potential of the patent for the international filing and financial support for the same.

8.12. Open IP Policy: IISERB pursues an open policy for IP that is typically more than 5 years old. The aim of this open license policy is to enable interested industries to Commercialize IISERB IP without upfront payment of fees as would be required in a

Trial licensing policy. Interested companies need to register at the IISERB portal before embarking on such a process and get a permission to do so.

- 8.13. **Trial Licensing:** The companies/organizations interested in seeking a trial license, may approach IISERB for a Trial Licensing Agreement. An exclusive or non-exclusive trial license can be obtained by paying a nominal fee for a certain period of time, to be decided on a case-by-case basis but limited to a maximum period of 12 months before finalizing on the terms and conditions of the full license agreement.

9. **ASSIGNMENT/TRANSFER OF OWNERSHIP**

Being a publicly funded Institute, IISERB does not encourage complete transfer of ownership in India, outside India, although IISERB prefers to grant an exclusive license as per section 8 or if required an exclusive license with all substantial rights including litigation rights, at times Industry might want complete transfer of ownership such as for instance for the option of India. Therefore, based on the situations outlined below, IISERB may consider assignment/transfer of ownership of Sole IISERB IP or Joint IP as follows:

- 9.1. **IP Generated from IISERB funded projects (IISERB in-house Projects):** For IP that is filed in India, transfer of ownership shall not be possible, however, for IP field outside India, transfer of ownership may be considered under the following situations:

- Licensee is ready to invest substantially in the development of IP or
- Licensee is likely to be the only practical user of the resulting inventions or
- Licensee is going to provide its proprietary IP that would combine with IISERB IP to add more value.

- 9.2. **IP Generated from GoI projects:** See section 8.7

9.3. **IP Generated from Industry funded Projects**

- **IISERB sole IP:** For IISERB sole IP, ownership in India shall NOT be assigned. Outside India, IISERB may consider sharing/complete transfer of Ownership in one or all of the following situations. This can happen when the industry:
 - is interested in making substantial Investment in the development of the technology that is the subject of the IISERB's research (A pharmaceutical company that has expanded resources to validate through clinical studies on IISERB developed drug is an example) or
 - Is likely to be the only practical user of the resulting inventions or
 - has provided proprietary information, technology, or
 - has provided material which is the basis of the research and becomes the background IP.
- **Joint IP:** Ownership rights held by IISERB shall not be transferred/Assigned in India. For countries outside India, IISERB may consider transfer/Assignment of

IISERB share in the ownership in one or all of the following situations. This can happen when the industry:

- is willing to bear expenses that IISERB cannot. IISERB may agree to transfer the ownership with the Industry sponsoring the Project in the countries where IISERB cannot bear the expenses and
- is interested in making substantial investment in the development of the technology that is the subject of the IISERB's research (For e.g., A pharmaceutical company that has expanded resources to validate through clinical studies on IISERB developed drug) or
- is likely to be the only practical user of the resulting inventions or
- has provided proprietary information, technology, or
- has provided its background IP which is the basis of the research and becomes the part of the Foreground IP.

9.4. Remuneration terms for transfer or sharing of Ownership Rights

- Industry's request for complete transfer of Ownership or Assignment will be considered. Fees will be determined on a case-by-case basis. Industry will be responsible for maintaining the IP. These will be greater than that for an Exclusive License.
- In cases when the Sponsor acquires Ownership of IP, IISERB will continue to retain a royalty-free license right to use the Intellectual Property for any non-commercial purpose, research and teaching purposes and may retain the right to sublicense for non-commercial, research and teaching purposes.

10. INSTITUTE PERSONNEL IP RIGHTS AND DUTIES

- 10.1. All knowledge generated by Institute Personnel is IP and is owned by the Institute as per the bylaws of the Institute.
- 10.2. Nothing in this policy shall limit or restrict the right of Institute Personnel to publish the results of their research, other than the terms and conditions of the funding source.
- 10.3. When the Institute Personnel would like to protect their IP, publication will have to be subjected to reasonable delays to preserve Intellectual Property Rights.
- 10.4. Research Agreements entered into by the Institute with external entities or individuals must be consistent with the primary interest of the Institute in the prompt public dissemination of its academic and research output.
- 10.5. Delays in publication required by the Institute or third parties in sponsored research agreements, as a general rule, shall not exceed 90 days from initial disclosure of the Intellectual Property to IPR Cell or the funding agency. However, the period may be

further extended with the consent of the respective Institute Personnel, if there is a requirement of protecting any IP.

- 10.6. **Third Party funding:** The Researchers may dedicate the IISERB owned IP generated pursuant to research projects funded by third party to the public domain thereby foreclosing the possibilities of protecting the IP or licensing without seeking permission from IISERB subject to funding agency terms and conditions. It is the responsibility of the IISERB researcher to be aware of the terms and conditions related to the funding of his/her project. IPR Cell, IISERB upon written request by the inventor/s and to the extent permitted by law and third-party agreements will not insist that IP generated or to be generated by IISERB researchers should be protected by patents or other forms of IPR. In cases where terms and conditions of the funding project require IP protection, a researcher may still request IPR Cell, IISERB that the Intellectual Property S(he) developed be published and made available to the public without restriction on use. IPR Cell shall look into such request to see if it may be fulfilled or if whether the Intellectual Property should be protected in some form. The Researcher's request may be considered by IPR Cell in its broad discretion, and accorded due weight and deference, consistent with the overall objectives of the Intellectual Property Policy, potential commercial interest, requirements imposed by law, background IP, agreements with industries or Collaborators and the rights and interests of co-researchers including students.
- 10.7. Institute personnel are required to disclose inventions, discoveries and other intellectual property to IPR Cell in a thorough and timely manner as stated above when they either want to protect their IP or are required to do so by any terms and conditions of the funding that was used to generate the IP.
- 10.8. Institute Personnel should abide by all commitments made in license, sponsored research and other agreements and comply with all laws and regulations related to public and privately funded research.
- 10.9. Institute Personnel cannot sign or enter into legal agreements with a third party. Only the Registrar and/or the Director as the case may be as per the Institute's Scheme, Regulations and Byelaws is authorized to sign legal agreement(s) with a third party on behalf of the Institute.
- 10.10. Institute Personnel cannot file for IP protection by themselves without the knowledge and approval of IPR Cell.
- 10.11. The Inventor shall also provide such assistance as may be necessary throughout the technology transfer process to realize the goals and objectives of this policy.
- 10.12. The Institute Personnel shall ensure that he or she does not enter into multiple agreements for the same technical scope of research work to avoid conflicts. In the

event of a conflict or if the said Personnel foresees any possible conflict, S(he) should inform and work with IPR Cell to resolve such issues.

- 10.13. If the Inventor is seeking for appropriate IP protection or has entered into an agreement with a funding agency, the Inventor shall keep the nature and all matters relating to the IP confidential until the fact and manner of disclosure is agreed by IPR Cell.
- 10.14. The Institute personnel shall ensure that contracts are put in place with third parties involved in a project involving existing IP or the creation of new IP preferably before the start of the collaboration.
- 10.15. Inventors shall assist in protecting the Institute's rights to the IP by keeping suitable records of its creation (wherever necessary drawing on guidance from the Specialist IP advisors) and co-operating with any registration activity. In case IPR Cell recommends seeking statutory protection for an IP, the Inventor(s) shall co-operate promptly and fully with the IPR Cell, and the Patent Attorney chosen from a panel of attorneys approved by Institute, to prepare the application to file for protection in the jurisdictions recommended, including preparation of supporting documents, forms, affidavits, and authorizations.

11. REVENUE SHARING WITH INVENTORS IN CASE OF EXCLUSIVE LICENSE TO THE IICE INCUBATED START-UP

- 11.1. Except as otherwise provided in this policy, the Institute will have royalty share equal to **1% percent of the Net Sales** as royalty within the Territory from any Licensee's Products. For the avoidance of doubt, the obligation to pay royalties granted hereby are limited to Net Sales within the territory from Licensee's products and IISER, Bhopal shall fully support the licensee in terms of all respects for the growth of the Licensee.
- 11.2. The Institute through incubation centre will accept equity in the Licensee Company as part of the upfront license fee as per the incubation policy. Such equity shall vest solely with the incubation centre on behalf of the Institute.
- 11.3. The licensee shall submit the Net Sales report and other important details to the IPR Cell as per the timeline to be decided in the exclusive license agreement.
- 11.4. In the event of any inconsistency with national legislation or government policies concerning IP revenue sharing, the respective legislation or government policies shall prevail.

11.5. **Apportionment amongst Individual Inventors:** Where more than one Inventor is involved, initial responsibility or agreeing to the division of the Inventors' share of revenue amongst them shall lie with those Inventors.

11.6. **Classification of employment** either by resignation, retirement, or completion of project, course, under normal circumstances, will not affect an individual's right to receive a share of "Royalty(ies)", provided the association with the Institute. Such cessation shall not also absolve the Institute personnel from their obligations towards confidentiality or the procurement/registration of IP in so far as executing necessary documents and/or assisting attorneys of the Institute towards the objectives of the Institute are concerned.

11.7. In the case of the death of Inventor, any due share of the revenue will be paid to the legal representatives of the deceased.

12. **REVENUE SHARING WITH INVENTORS IN CASE OF LICENSE TO THE THIRD PARTY**

12.1. Except as otherwise provided in this policy, the royalty share from the licensing of the patent/technology will be decided on a case-to-case basis.

12.2. In addition to the aforementioned, the third party would pay a one-time technology Transfer fee to the Institute. All taxes and other statutory outgoing as applicable time to time on the consideration under this shall be additionally payable by the third party to the IISERB.

12.3. The third party will have to transfer the royalty share to the Institute within 6 months after the closure of the Financial Year.

12.4. A separate License agreement will be entered between the Institute and the third party where all the terms and conditions related to the tenure of the license, annual royalty which would be a percentage of the revenues generated due to the invention as per the IPR policy, terms of royalty payment, and other terms and conditions will be decided on a case-to-case basis. On behalf of the Institute, Dean (R&D) will be the competent authority for the execution of the agreement.

12.5. The share between the Institute and the Inventor will be decided on a case-to-case basis.

12.6. In case the third party fails to commercialise the technology/patent with the agreed time as per the agreement, the license may be terminated at the option of the Institute after giving an intimation to the third party. Further, the third party cannot claim for any refund on one time technology fees given to the Institute.

13. RESEARCH & DEVELOPMENT (R&D) AGREEMENTS

- 13.1. As part of its R&D programs, the Institute enters into agreements for funding and/or collaboration with other entities such as universities, research institutions, industry, and funding agencies, including government agencies and foundations. Such agreements include Memorandum of Understanding (MoU), Research Agreements, Non-Disclosure Agreements (NDA), Material Transfer Agreements (MTA), Material Testing Agreements, Technology Transfer Agreements, and Technology Licensing Agreements. To ensure that such Agreements are in compliance with the IP Policy of the Institute and to protect the interest of the Institute fully, the Institute has prepared templates for each of these agreements. As specific details of an agreement may vary from case to case, the templates can be customized for a particular case, while preserving the interests of the Institute.
- 13.2. Where template agreements are provided to the Institute, as when public funding agencies and foundations are involved, the IPR Cell shall ensure that such templates are in accordance with the IP Policy of the Institute.
- 13.3. Where template agreements are provided by the industry, the IPR Cell shall ensure that the IP and other relevant or connected terms of the agreement are consistent with the IP Policy of the Institute, even though the preferred mode of entering into agreements with industry would always be to use templates prepared by the Institute for such engagements.
- 13.4. Contracts: All Agreements entered into by the Institute which may involve IP, including Memorandum of Understanding (MoU), Research Agreements, Non-Disclosure Agreements (NDA), Material Transfer Agreements (MTA), Material Testing Agreements, Technology Transfer Agreements, and Technology Licensing Agreements, Consultancy Agreements etc., shall be consistent with the provisions of the IP Policy. The inventor(s) / Institute Personnel also need to disclose, at the time of submission of the Invention Disclosure Form to the IPR Cell, whether (t)he(y) has signed any such Agreement(s).
- 13.5. All R&D and consultancy agreements of the Institute must follow the below mentioned basic principles in the structuring of the interactions among the Inventor, the Institute and the funding agency.
- **Publication:** All the Public dissemination of research results must not be compromised. The publication of research results must not be hampered by agreements made to commercialize Intellectual Property. However, a minimal

and defined delay to protect intellectual property through patent applications may be included which may not go beyond 90 days. Inventors may be required to observe confidentiality and non-disclosure agreements covering defined funding agency intellectual property. The covered property must be clearly identified in the agreement.

- **Scientific Integrity:** The scientific integrity of the creator must not be compromised. Any agreement should not compromise or appear to compromise the design, conduct, or reporting of research conducted by the creator or the university.
- All contracts must conform with Indian statutes and regulations. The terms of any agreement must be in conformance with applicable laws and regulations, including the tax code to avoid jeopardizing the Institute's tax-exempt status. The terms of an agreement must not be in conflict with existing licensing or research agreements.
- **Indemnification:** The funding agency will normally be required to indemnify the Institute with respect to general liability, product liability and/or infringement claims related to licensed intellectual property to be used in any project. In addition, the Institute requires the contracting party to indemnify the Institute from any claim, loss, cost, expense, or liability of any kind that may be incurred by the External Party, due to the use of the results, deliverables or IP generated in any R&D Project, including manufacturing defects, production problems, design guarantee, up gradation and debugging obligation.
- **Warranties:** As the research is conducted only on a reasonable efforts basis and is experimental in nature, the results or deliverables that are generated under the various research projects are provided "AS-IS" and without any representation or warranty of any kind, expressed or implied including warranty or merchantability or fitness for any particular purpose or any warranty that any use will not infringe or violate any patent or other proprietary rights if any other person or organization.
- **Dispute Resolution:** In the event of any differing viewpoints, interpretations of the Agreements or dispute between the Institute and the other parties, efforts shall be made to settle the issue amicably and expeditiously by mutual consultation or negotiation, the parties shall consider arbitration settlement prove to be impossible, the parties shall consider arbitration mechanism under the Indian Arbitration and Conciliation Act 1996, any statutory modification or re-enactment thereof, to resolve the differences. The seat and place of arbitration shall be Bhopal.

- **Signatory:** Agreements of all types (covered by this IP Policy) entered into by the Institute are considered to be valid and binding only when signed by the Head of the Institute or his/her Representative. To ensure that the relevant Institute Personnel are aware of the terms of a given Agreement, each Agreement is to be witnessed by one of the Institute personnel whose effort will be central to meeting the obligations of the Agreement.
- **Governing Law:** As a policy, all contractual agreements entered into by the Institute shall have the jurisdiction of the Courts of Bhopal and shall be Governed by the appropriate laws of India.
- **Audit of Accounts and Records:** The Institute shall retain the right to audit the accounts and records of the Licensee for any Institute licensed IP. In the event of any discrepancy in the account and records, Licensee shall pay the reasonable costs of the audit incurred by the Institute. The Licensee is required to maintain separate account and records for the Licensed IP of the Institute.
- **Infringement:** Institute shall retain the right to engage in or desist from any litigation concerning IP and license infringements including patents, copyright, and design.

14. **GENERAL SECTIONS**

- 14.1. **Regulatory Section:** The Institute, through its Agents, Attorneys or Advocates, shall ensure that all its R&D conducted independently by the Institute Personnel discussed in this IP Policy, is not in violation of any regulatory law or any other law operational in India. In case of Collaborative R&D discussed in this IP Policy, the Institute should ensure that the concerned Agreement which governs the Collaborative R&D clearly spells out the responsibility of obtaining necessary regulatory approvals that may be required under the law for conducting said research or later actions thereto.
- 14.2. **Waiver of the IP Policy:** The Institute have the discretion to waive or vary any or all of the provisions of this IP Policy, or any of the rules or guidelines framed there under, in a particular case. Such discretion shall lie solely with the Director of the Institute. A waiver on one occasion and for a particular case shall not be deemed to be a waiver or variation or act as a precedent for a waiver or variation of the same or any other provision on a future occasion or for a future case.
- 14.3. **Amendment of the Provision and Guidelines of the Policy:** The Institute shall review the IP Policy once a year and may amend the provisions and guidelines set out in the IP Policy from time to time as required. The Institute shall notify the Institute Personnel of such amendments as soon as possible. The amendments have been announced by the Institute to take effect.

- 14.4. **Conflict of Interest:** The Inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the Inventor(s) and/or their immediate family have a stake in a licensee-company, then they are required to disclose the stake they and/or their immediate family have in the company, and license or an assignment of rights for a patent to the licensee- company in such circumstances, shall be subject to the approval of the IP Evaluation Committee (IPEC).
- 14.5. **Dispute Resolution:** In case of any disputes between IISERB and the Inventor(s) regarding the implementation of the IP Policy, the Inventor(s) may appeal to the IISERB Director. Director will constitute one Grievance Redressal Committee (GRC) consisting of three members including one legal expert. Inventor can nominate one expert (Joint Secretary/Professor/Senior Scientist rank or equivalent retired from Government Institute) and decision of the Director will be final and bind to both the parties upon the recommendation of committee.
- Commercial Court:** In case the dispute remains unsettled, all disputes will be resolved under the jurisdiction of commercial court of Bhopal.



Intellectual Property Right (IPR) Cell

Research and Development Office

Indian Institute of Science Education and Research Bhopal

Bhopal Bypass Road, Bhauri, Bhopal – 462066, Madhya Pradesh, India

Contact No. 0755-269 2360/61/63

Annexure

Invention Disclosure Form (IDF)

IDF is the first step of identifying intellectual property (IP) and evaluating whether it is worth pursuing further for filing the patent. This process will also help in decision making at the institute level to support the patent application.

An inventor should submit the IDF to the Institute when something new with a potential to have high worth of intellectual property in present or future is discovered /invented. Complete IDF would be an important document keeping the record of what has been invented as well as the circumstances under which the invention has been made.

IDFs submitted to the IPRP Cell are treated confidential till the time a patent application is filed, or the invention is publicly disclosed. Accordingly, prior to a patent filing or public disclosure, the information in submitted IDFs will not be distributed except (a) to research sponsors as may be stipulated by contract, (b) to parties that are under attorney-client privilege or confidentiality agreements, or (c) the committee constituted for the review purposes.

Please submit the complete IDF with original signatures on each page in a sealed pack envelope to:

IPR Cell,
Office of the Dean- Research & Development,
Indian Institute of Science Education and Research Bhopal (IISERB)



Intellectual Property Right (IPR) Cell

Research and Development Office
Indian Institute of Science Education and Research Bhopal
Bhopal Bypass Road, Bhauri, Bhopal – 462066, Madhya Pradesh, India
Contact No. 0755-269 2360/61/63

For Office use only

Login Date:

Case No.:

Kindly fill in the detailed description of invention. Elaborated details will be helpful for our understanding.

1. Applicant Particulars

- Name:
- Department/other affiliation:
- Address:
- Email address:
- Tel. No.:

2. Inventors Particulars (provide details of each of the inventors)

Particulars	Inventor – 1	Inventor – 2	Inventor – 3
Name			
Department/affiliation			
Laboratory used			
Official address			
Email address			
Work Tel. No.			
Mob. No.			
Country of citizenship			
Employer when invention was made			
Is the mentioned invention/research completely carried out at IISER Bhopal			
If no, mention the name of other institute where			



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invention/research was carried out			
Date of joining IISER Bhopal			
Status of NBA approval			
Biological resource, including DNA, RNA, plant or animal source, deposition and recording of the material (Y/N). Details if answer is yes.			

3. Title of Invention

Please give a title, which is descriptive of the invention. Please note that we may also suggest modification of the title. (Title of 6-15 words is recommended. This won't necessary be the title of a patent)

--

4. Background

This section seeks information on the body of knowledge already known to exist before the conception of invention. Key information required are as follows:

- Existing technologies/products/processes that provide solution(s) for the same problem(s)
- Limitations/deficiencies/drawbacks of existing solutions.
- How the invention addresses the problem and provide better solution or novel solution.
- Does your patent address the solution to existing problems, if yes how?
- State the name of the companies/individuals involved in providing solutions related to the broad technology of focus of the invention.

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5. Summary of Invention (maximum 200 words)

Unique features and benefits should be highlighted. (You may insert invention summary or attach this IDF as a separate sheet).

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6. Details of Invention

This section seeks information on the actual solution provided with respect to the problem stated in the background section. The following information are required:

- If the solution is a process, then provide description of the process along with various steps involved. Provide description of various parameters affecting the process along with ranges of values of each of the parameter. Any variations/modifications to the process, needs to be mentioned.

- If the solution is a product, then provide the description of the arrangement of components in the product. Any variation/modifications to the components, needs to be mentioned.

- Whether the working proof(s) has been achieved by employing the process/product.

- Drawings/flow charts/tables/images that can assist in understanding the disclosed product/process needs to be provided.

7. Prior Art Search

A prior art search is necessary to analyze and evaluate patentability of the invention. To be patentable, the invention must fulfill patentability criteria such as novelty and inventive step over the existing technologies/products/processes etc.

- Whether a prior art search has been performed: **Yes () / No ()**

If yes, kindly share the relevant documents. You need to do a research and update us before proceeding further. Please provide us:

- **Non-Patent Literature:** Journal publications, whitepapers; website links along with a brief statement of significance of document to the inventive concept, disclosed.

- **Patent Literature:** Patent numbers, along with a brief statement of significance of document to the inventive concept, disclosed.



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8. Publication or Disclosure of the invention

For an effective patenting strategy, it is important that the disclosed invention is not published / visible to general public in any format. If such a publication has happened, please provide the following:

- Nature of publication: Journal article/conference presentation/poster/display/launch

- Details of such publication i.e., title, publishing date, journal etc.

9. Proof of validation

Research plan for next 12 months to further validate the invention or getting proof of concept, if not done already.

10. Was any sponsored research grant/contract fund used to develop the invention?

Yes ()

No ()

If yes, provide details:

Reference of the grant	
Title	
Sponsor	
Collaborations	
Grant start and end dates	
Are there any obligations to sponsors e.g. disclosure of IP/inventions, final project reports, or commercial grant of rights (options/licenses)?	



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11. Detail of external collaborators other than IISERB who have contributed to the invention, if any

Start date and end date	
Collaborator name	
Collaborator affiliation	
Collaborator contribution	

12. Were any individual other than contributors listed above provided any partial/complete information that made the invention possible? If so, provide the details

Name of the information provider	
Affiliation of information provider	
Details of information provided	

13. Potential Encumbrances

If the research that led to this invention used any proprietary materials (e.g. cell line, antibody, plasmid, and chemical compound or computer software) that were obtained under a restrictive written (or oral) agreement, then attach that agreement. If the research that led to this invention used any of the following proprietary resources, then check and summarize all that apply.

Proprietary Material Type	Description
Proprietary database	
Proprietary assay, microarray, etc.	
A material owned by Material Transfer Agreement (MTA)	
Other, if any	



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14. Potential commercial application of Invention

Include speculative uses.

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15. Need and Demand

Technology gaps addressed in domestic & international markets, industry pain points that are being resolved:

--

16. Market Access Information

Current global & domestic scenario, market size & CAGR

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17. Licensing Category

Material Transfer	
Prototype Transfer	
Intellectual Property Transfer	
Manufacturing Rights Transfer	

18. Technology License Type

Exclusive	
Non-Exclusive	



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19. List of potential industries/companies interested in scaling up the patent/technology

--

20. Plan of action of inventor to commercialize the patent/technology through his/her start-up with the Incubation Centre (IICE)

--

21. Intent of the inventor for PCT application and international filing (kindly justify the relevance of international filing and the associated cost)

--

22. Non-Confidential description of the invention in layman's Language

A. Abstract in 100 words

B. Use Case

Please consult examples provided in Annexure-1 for filling this section

Note: Kindly note that the above Information will be circulated to several agencies/experts for technology commercialization purposes or for evaluation.

23. Technology Readiness Levels (TRL) description (mention the applicable stage of TRL given below) (Kindly mark as appropriate)

TRL – 1 (Research idea) (Potential application/basic principles observed)	
TRL – 2 Applied Research Idea (Hypothesis testing and initial proof of concept is demonstrated in a limited	



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number of trials)	
TRL – 3 Project Plan (Device characteristics documents and project proposal completed, proof of concept phase)	
TRL – 4 Design and development (Proof of concept and safety of device demonstrated by prototype design)	
TRL – 5 Standardization (Validating the result of the prototype by testing in simulated environment)	
TRL – 6 Prototype demonstration in relevant environment	
TRL – 7 System prototype demonstration in operational environment	
TRL – 8 System complete and qualified	
TRL – 9 Commercialization (Actual system proven in operational environment)	

(Inventor may refer to BIRAC website for TRL learning at [https://www.birac.nic.in/desc_new.php?id=443#:~:text=Technology%20readiness%20levels%20\(TRLs\)%20is,utilizing%20them%2C%20attain%20market%20readiness.](https://www.birac.nic.in/desc_new.php?id=443#:~:text=Technology%20readiness%20levels%20(TRLs)%20is,utilizing%20them%2C%20attain%20market%20readiness.))

Signature of Inventor – 1

Name:

Date:

Place:

Signature of Inventor – 2

Name:

Date:

Place:

Signature of Inventor – 3

Name:

Date:

Place:

(*Note: Unsigned & Incomplete forms will not be accepted)