

## **1. FORMS FOR PATENT-RELATED APPLICATIONS**

NITDGP/P-1: REQUEST LETTER FOR PROVISIONAL PATENT FILING

NITDGP/P-2: INTELLECTUAL PROPERTY DISCLOSURE FORM

NITDGP/P-3: LICENSE AGREEMENT FORM

NITDGP/P-4: REVENUE SHARING AGREEMENT FORM(Institute & Inventor)

NITDGP/P-5: INSTITUTE APPROVAL TO A PATENT APPLICATION

NITDGP/P-6: PATENT-RELATED FUNDING REQUEST FORM

NITDGP/P-7: NOC/INSTITUTE APPROVAL FOR PROVISIONAL PATENT FILING



FORM NO. NITDGP/P-1

**NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR**  
**REQUEST LETTER FOR COMPLETE PATENT FILING**

I ..... [Name] working as.....  
[Designation] in Department of  
.....have developed a  
technical know-how

Titled: ....., which I feel has  
immense commercial potential, and can benefit the Institute (Please attach positive patent  
search report)

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

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

I will abide by the rules and regulations for filing patent at NIT Durgapur

I am submitting the Intellectual Property Disclosure Format (IPDF) along with the  
application.

I also declare that by filing this Patent I am not voiding any agreement/MoU with any third  
party

.....  
Signature with Date and Name in Capital



FORM NO. NITDGP/P-2

**To**  
**Dean (R&C)**

**NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR**  
**INTELLECTUAL PROPERTY DISCLOSURE FORM**

**1. APPLICANTS:**

- (a) National Institute of Technology Durgapur, M G Avenue, Durgapur- 713209  
(b)  
(c)  
(Relevant MoU / Letter of request to be appended)

**2. TITLE OF THE INVENTION:**

**3. TYPE OF THE PATENT APPLICATION: Provisional/ Complete/PCT/Foreign filing**

(Please tick mark the relevant option)

**4. NAMES OF THE INVENTORS (Add /Delete, if applicable):**

Name:

Affiliation and Address:

Email ID:

Contact Mobile No:

Name:

Affiliation and Address:

Email ID:

Contact Mobile No:

**5. PUBLICATION OR DISCLOSURE OF THE INVENTION:**

(a) Whether the invention is disclosed before in public by  
publication/presentation/poster/display/launch

(b) Please provide details of such publication including title, date, etc.  
(Kindly append documents supporting the same)

**6. SPONSORING AGENCY DETAILS:**

(Kindly append any Terms & Conditions, MoU/Agreement therewith)

**7. INFORMATION ON STAGE OF THESIS (UG/PG/Doctoral):**

(a) Thesis has been submitted and date of submission:

(b) Expected date of thesis submission:

**8. USE OF BIOLOGICAL MATERIAL & INVOLVEMENT OF TRADITIONAL KNOWLEDGE:**

(Kindly give the details if any use of biological material has been made for the invention or any traditional knowledge is involved.)

**9. BACKGROUND:**

(a) What led you to create this invention / what are the problems intended to be solved by your invention?

(b) Current technologies /products/processes that provide solution(s) for the same problem(s)

(c) How does your invention address/improve on the drawbacks and deficiencies of available solutions?

**10. DETAILS OF INVENTION:**

(Kindly enclose a brief abstract of the Invention highlighting the novel features thereof along with a few keywords in order to facilitate a patent search on the subject.)

(a) 3-4 relevant keywords related to the invention

(b) Whether your invention relates to a Product / Process / Both

(c) Novel Features of the invention

(d) Use /Applications of invention.

(e) Alternatives to your invention (if any)

**11. COMMERCIALISATION DATA**

(Kindly give the names and complete addresses of different companies which could be interested in the commercial use of this technology.)

I / We hereby CERTIFY that the particulars herein given by me are correct to the best of my knowledge and belief.

Signature of Inventor(s) with date



To  
Dean (R&C)

FORM NO. NITDGP/P-3

## NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR

### LICENSE AGREEMENT

#### 1.0 THE AGREEMENT

1.1 THIS AGREEMENT made and entered into on this..... of ....., **Two Thousand.....** between **National Institute of Technology Durgapur, Mahatma Gandhi Avenue, Durgapur-713209, West Bengal** (hereinafter called **LICENSOR**) of the one part; AND

1.2 **M/s** .....a Company/Firm having its registered office in India at .....(hereinafter called the **LICENSEE** which expression shall where the context so admits include its successors and permitted assignees) of the other part.

#### 2.0 PREAMBLE

2.1 WHEREAS National Institute of Technology Durgapur, A Government of India-funded Institute of National Importance,(hereinafter called the **LICENSOR**) has developed and is in full possession of the patent right through .....an employee/student of the Institute to “.....” as detailed in Technology Document (hereinafter called **KNOW-HOW**) for production and sell of “.....” as specification laid down in Technology Document.

2.2 And whereas LICENSOR at the request of the LICENSEE has agreed to grant LICENCE to the LICENSEE for utilization the KNOW-HOW on terms & conditions hereinafter contained.

#### 3.0 SCOPE OF AGREEMENT

3.1 This Agreement details the modalities and the terms and conditions for the grant of LICENCE by LICENSOR to the LICENSEE for utilizing the said KNOW-HOW, the rights and obligation of either party hereto and

the financial agreement between the parties.

#### **4.0 GRANT OF LICENCE**

- 4.1** In consideration of the payment as provided for in Clause 5.1 of this agreement and performance by the LICENSEE of the covenants herein contained LICENSOR hereby grants to the LICENSEE the LICENCE to utilize the KNOW-HOW to make, use and sell the PRODUCT.
- 4.2** LICENSOR is the owner of technologies, including the patents, copyright, trademark and trade secrets relating to ..... The LICENCE hereby granted to the LICENSEE by LICENSOR for utilization of KNOW-HOW **in India on Non-exclusive basis** and NIT Durgapur reserves the right to grant similar LICENCE as its discretion to others.
- 4.3** The LICENCE shall come into force from ..... (hereinafter called the EFFECTIVE DATE) and shall remain valid for the **period of five (05) years thereafter**.

#### **5.0 FINANCIAL AGREEMENTS**

- 5.1** In consideration of the LICENCE hereby granted and the transfer of KNOW-HOW by LICENSOR to the LICENSEE, the LICENSEE shall pay to LICENSOR as hereunder :

##### **LICENCE Fee :**

- 1) Lump sum premium of Rs. .... (Rupees ..... Lakh only) plus prevailing Service Tax on the date of signing Agreement (lump sum premium to be decided based on consensus among the inventor(s), Institute (IPR cell) and the licensee considering the invention and market.
- 2) Royalty: @ .....% of sale value on each product plus S.Tax at actual. The terms & conditions governing the payment of royalty as in revenue sharing clause(5). The % of royalty will be decided following the same mechanism as detailed under clause 1) of License Fee following the provisions of terms and conditions of Royalty payment as in ANNEXURE-I of this agreement.

#### **6.0 RESPONSIBILITIES OF LICENSOR**

- 6.1** Transfer of Know-how  
NIT DURGAPUR (LICENSOR) shall within 60 days of the EFFECTIVE DATE handover to the LICENSEE Technology Transfer Document (TTD) consisting of (a) Technical Specifications (b) manufacturing process (c) Bought-out Items containing list of materials used with specifications & list of necessary equipments & their specifications (d) Operational Manual containing Process Manual, Schematic list & necessary drawings etc.
- 6.2** The Transfer of Know-how shall be deemed as completed on performance by LICENSOR the task stipulated in Clause 6.1
- 6.3** LICENSOR shall guide the LICENSEE for successful commercialization of the Technology at the Lab.

#### **7.0 RESPONSIBILITIES OF LICENSEE**

- 7.1** The LICENSEE shall employ its best endeavor to work the KNOW-HOW

and sell the PRODUCT on a commercial sell. The LICENSEE shall commercialize the KNOW-HOW within a period of **twelve (12) months from the date of transfer** of KNOW-HOW as defined in Clause No.6.2. If the Licensee is unable to set up production within stipulated period, viz. **12 months** due to unavoidable circumstances and causes beyond the control of the Licensee, the LICENSEE shall make a request in writing for extension of the time limit before the expiry of the date, giving detailed reasons. The request will be carefully examined and considered by the Licensor and then decided on by the Licensor. The decision of the Licensor in this regard shall be final and binding on the Licensee.

- 7.2** Fulfillment of all procedural, legal, operational requirements for the commercial implementation of the KNOW-HOW shall be the responsibility of the LICENSEE.
- 7.3** The LICENSEE acknowledges the absolute ownership of KNOW-HOW by CSIR and shall not dispute the legality, validity or enforceability of LICENCE granted.
- 7.4** It shall not be opened to the LICENSEE to claim the KNOW-HOW in his / its own name on the plea of having affected any improvements/modifications upon the KNOW-HOW or upon the PRODUCT. All PRODUCTS manufactured by the LICENSEE shall be deemed to have been manufacture under the LICENCE hereby granted.
- 7.5** The LICENSEE shall permit the personal of LICENSOR or its attorneys or duly authorized persons, at all convenient time to enter into and upon any premises of LICENSEE where PRODUCTS under this LICENCE, are manufactured/stocked/ sold/used for the purpose of inspecting the same and manufacture thereof, generally to ascertain that the provision of this LICENCE are being completed with and quality of the PRODUCT maintained.
- 7.6** The LICENSEE shall not, at any time, assign, mortgage, charge, grant sub LICENCE or otherwise deal with possession or control of the LICENCE hereby granted.
- 7.7** The LICENSEE shall not directly or indirectly and either by itself or by its agents use the KNOW-HOW otherwise then in accordance with these presents.
- 7.8** The LICENSEE shall not file any application for seeking Intellectual Property Rights in its own name or in the name of other person(s) on any matter relating to the information disclosed to it by LICENSOR under this agreement, save with the written prior approval of CSIR.
- 7.9** The LICENSEE shall not oppose or direct or cause any person(s) to oppose any application seeking Intellectual Property Rights relating to the PRODUCT and/or KNOW-HOW filed by LICENSOR.
- 7.10** The LICENSEE shall treat as strictly confidential all information/knowledge obtained from LICENSOR in connection with or relating to the LICENCE hereby granted.

**8.0 GENERAL PROVISIONS**

- 8.1 During the currency of the agreement both parties shall promptly disclose to each other in writing, all or any improvements or modifications made on the KNOW-HOW / PRODUCTS. All such improvements/modifications shall then formed an integral part of the KNOW-HOW.
- 8.2 These presents shall not be construed as a warranty by LICENSOR of the novelty, utility, sale ability and work ability of the KNOW-HOW / PRODUCT.
- 8.3 The agreement shall be the sole repository of the terms & conditions agreed to herein by and between LICENSOR and the LICENSEE and no amendment thereof shall take effect and be binding on either of them except as provided for in Clause 16.0 hereunder.
- 8.4 LICENSOR (NIT DURGAPUR) shall not be responsible for any damage to property/ plant/material/personnel of Licensee (.....)or a third Party during the course of or consequent to implementation of results of the KNOW-HOW by or on behalf of the LICENSEE (.....)

**9.0 ACKNOWLEDGEMENT**

- 9.1 The LICENSEE shall affix in a conspicuous manner upon every PRODUCT and / or mode of packaging containing the PRODUCT a level or plate bearing the inscription "LICENSOR KNOW-HOW" in letters of size not less than half the nominal size of the largest size of letters given either the name of LICENSEE or its brand name or trade mark for the PRODUCT. The LICENSEE shall not sell PRODUCT without such level or plate being affixed thereon. Similarly every advertisement, hoarding, technical literature publicity and the like material in respect of or relative of the PRODUCT issued by the LICENSEE shall include the same inscription as aforesaid in a prominent manner.
- 9.2 LICENSEE should exhibit the **Logo of LICENSOR** prominently either on front or rear in all LICENCED PRODUCTS manufactured and sold.

**10.0 FORCE MAJEURE**

- 10.1 Neither PARTY shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquake, Strikes, Lockouts, Epidemics, Riots, Civil Commotions etc., provided on the occurrence and cessation of any such event the LICENSEE effected thereby shall give a notice in writing to the other PARTY within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the PARTIES shall jointly decide about the future course of action.

**11.0 INDEMNITY**

- 11.1 LICENSOR hereby agrees to authorize and to empower the LICENSEE to Institute and prosecute such suits or proceeding as the LICENSEE may deem expedient, to protect the rights hereby conferred and for the recoveries of damages and penalties for the infringement of such rights and to secure to the LICENSEE full benefits of this LICENCE and for any



such purpose to use the name of LICENSOR. The LICENSEE in its term shall indemnify the LICENSOR against damages, costs and expenses occasioned by such proceedings, and the LICENSOR shall in any such proceedings, at the expense of the LICENSEE afford to the LICENSEE all proper and or reasonable assistance in providing and defending its title to the grant of the rights hereby conferred.

- 11.2** The liability of the Licensor (NIT DURGAPUR), if any shall be limited only to the extent of the amount paid by the LICENSEE (.....)to LICENSOR (NIT DURGAPUR).

## **12.0 TERMINATION OF AGREEMENT**

- 12.1** This agreement may be terminated by either of the PARTIES forthwith if the other PARTY commits breach of any of the terms hereof and shall have failed to rectify such breach within sixty (60) days of the notice in this behalf having been served of it by the other LICENSEE.

- 12.2** In addition to the reasons for termination as set forth above, this agreement may be terminated forthwith if either of the PARTIES voluntarily or involuntarily enters into composition, bankruptcy or similar reorganization proceedings or if applications invoking such proceedings have been filed.

## **13.0 SETTLEMENTS**

- 13.1** Upon termination of the Agreement  
All rights granted to and the obligation undertaken by the PARTIES hereto shall cease to exist forthwith except the obligation of the LICENSEE to keep KNOW-HOW in confidence vide Clause No.7.10 herein and pay royalty as per Clause No.5.1(ii) above accrued on or prior to the date of such termination, make written reports and keep records, files and books hereto and the right of LICENSOR to inspect the same.

- 13.2** The LICENSEE or its assigns will not utilize the KNOW-HOW to manufacture the PRODUCT and the LICENSEE shall immediately deposit with LICENSOR the original and all copies TTD, and other documents/data related to this LICENCE received from LICENSOR.

- 13.3** The LICENSEE shall immediately pay to LICENSOR all amounts of money due from it up to the date of termination. Also all sums of money hereto paid by the LICENSEE under the terms of this LICENCE shall be forfeited to LICENSOR and the LICENSEE shall not be entitled to any credit or allowance in respect thereof.

- 13.4** The LICENSEE will not be debarred from disposing off the PRODUCTS which are already manufactured or in the process thereof by sale or otherwise. Such disposal will, however, not be effected unless and until the LICENSEE remits to LICENSOR the entire amount of royalty due, in accordance with Clause No.5 above including the PRODUCT sougheed be disposed off.

## **14.0 NOTICES**

**14.1** All notices and other communications required to be served on the LICENSEE under the terms of this agreement, shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail the LICENSEE at its last known address of business. Similarly, any notice to be given to NIT DURGAPUR shall be considered as duly served if the same shall have been delivered to, left or posted by registered mail to NIT DURGAPUR.

## **15.0 AMENDMENTS TO THE AGREEMENT**

**15.1** No amendment or modification of this agreement shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this agreement. The modifications/changes shall be effective from the date on which they are made/executed unless otherwise agreed to.

## **16.0 ASSIGNMENTS TO THE AGREEMENT**

**16.1** The rights and/or liabilities arising to any party to this agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

## **17.0 CONFIDENTIALITY**

**17.1** During the tenure of this Agreement, all the parties undertake on their behalf and on behalf of their employees / representatives / associates involved in the joint project (s) to maintain a strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged / generated under this Agreement for any purpose other than in accordance with this Agreement. Disclosure thereof for any purpose other than in accordance with this Agreement shall be a breach of this Agreement.

## **18.0 ARBITRATION**

**18.1** Except to hereinbefore provided any dispute arising out of this Agreement, the same shall be referred to the arbitration of two arbitrators, one to be appointed to each party to the dispute, and in case of difference of opinions between them to an umpire appointed by the said two arbitrators before entering on the reference, and the decision of such arbitrators or umpire, as the case may be, shall be final and binding on both parties. The venue of arbitration shall be at such place as may be fixed by such arbitrators or umpire and the arbitration proceedings shall take place under the Indian Arbitration Act, 1996 or any statutory modification thereof. Each party shall bear and pay its own cost of arbitration proceedings unless the arbitrator, otherwise, decides in the award (or shall be shared equally). The provision of this clause shall not become in-operative notwithstanding this Agreement expires or ceases to exist or if terminated or revoked.

**19.0 SEAL OF PARTIES**

**19.1** This agreement has been executed in two originals one of these has been retained by LICENSOR and the other by the LICENSEE. In witness whereof the parties hereto have signed this agreement the day, month and year mentioned hereinbefore.

*For and on behalf of LICENSOR*

*For and on behalf of LICENSEE*

Dean ( R&C).....

M/s .....

.....

.....

Main Inventor .....

**National Institute of Technology  
Durgapur  
Mahatma Gandhi Avenue,  
Durgapur-713209, West Bengal**

Seal:

Seal:

Date:

Date:

Signed at:

Signed at:

1. Witness (Name & Address)

1. Witness (Name & Address)

2. Witness (Name & Address)

2. Witness (Name & Address)



FORM NO. NITDGP/P-4

**NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR**

**REVENUE SHARING AGREEMENT FORM**

I/We .....of the Department of....., National Institute of Technology Durgapur, being the main inventor/ inventors of the invention titled '.....under theIP Application No....., do hereby agree to abide by the revenue sharing clause(9 ) of the IPR Regulations of National Institute of Technology Durgapur.

Name(s) of the main inventor/Inventors .....

Signature(s) .....

Date: .....

Place.....



FORM NO. NITDGP/P-5

**NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR**  
**INSTITUTE APPROVAL TO A PATENT/IP APPLICATION**

I/We .....of the Department of....., National Institute of Technology Durgapur, being the main inventor/ inventors of the invention titled '.....under theIP Application No....., do hereby agree to abide by the revenue sharing clause( 5) of the IP Regulations of National Institute of Technology Durgapur.

Name(s) of the main inventor/Inventors .....

.....

Signature(s) .....

Date: .....

Place.....

**APPROVAL**

National Institute of Technology Durgapur is pleased to accord approval to the patent application on the invention entitled .....under Application No.....by the main inventor.....of the Department of ....., National Institute of Technology Durgapur.

Signature of Dean (R&C): .....With seal



FORM NO. NITDGP/P-6

**NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR**

**PATENT/IP-RELATED FUNDING REQUEST FORM**

To

The Director, NIT Durgapur

Sir,

I/We .....of the Department of....., National Institute of Technology Durgapur, being the main inventor/ inventors of the invention titled ‘.....under the Patent Application No....., do hereby agree to abide by the revenue sharing clause( 5) of the Patent Regulations of National Institute of Technology Durgapur and request the Institute for kind consideration of sanction of Rs.....(Rupees)to reimburse expenses(bill attached)in connection with filing patent application/filing response to examination reports/early publication and examination/maintenance fee/commercialization/...../ of patent application (No. ) on the invention titled.....

A copy of the positive patent searching report/Patent application proof/ patent grant certificate is attached herewith for your kind consideration.

With regards,

Name(s) of the main inventor/Inventors .....

.....

Signature(s) .....

Date: .....

Place.....



FORM NO. NITDGP/P-7

**NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR**

**NOC/INSTITUTE APPROVAL FOR PROVISIONAL PATENT FILING**

I/We..... holding the position of .....  
(designation) in the Department of..... NIT Durgapur  
and being the main inventor/inventors of the invention titled as  
..... and as invented in NIT  
Durgapur, request the Institute to issue NOC/ accord approval for provisional filing of  
application for patent right where I/ we agree to personally bear the cost of such  
provisional filing of patent application. I/We shall abide by the revenue sharing provisions  
as per NIT Durgapur IPR regulations.

Signature(s).....

**NOC/Approval from NIT Durgapur for Provisional Patent Filing**

National Institute of Technology Durgapur is pleased to accord approval to the above-  
mentioned provisional filing of patent application.

.....

Signature of Dean (R&C), NIT Durgapur with Seal