

**NATIONAL INSTITUTE OF TECHNOLOGY
DURGAPUR**

**AGENDA NOTES
FOR THE EXTRAORDINARY MEETING
OF THE SENATE**

TO BE HELD ON
TUESDAY, November 29, 2022
FROM 11:00 A.M. ONWARD
AT THE SENATE ROOM, S.N. RAY MEMORIAL BUILDING
NIT DURGAPUR



AGENDA NOTES

Agenda Items

1	To consider the Guidelines for Technology Transfer by NIT Durgapur. (Annexure – I and II)
2	To consider the MoU with TIFAC for IP management at NIT Durgapur. (Annexure - III).
3	To discuss the issue of grade reduction for the students due to low attendance. [To be placed on the table]
4	To discuss the issue of re-admission of a B. Tech. student (CS dept.) [To be placed on the table.]
5	To consider the issues and proposals of academic importance to be mooted by the Chairman, Senate.
6	Any other matter with the permission of the chair.

Date:


Registrar & Secretary, Senate, NIT Durgapur

Annexure - I

Broad Guidelines for Technology Transfer in NIT Durgapur

This policy is applicable to all the NIT Durgapur Personnel – students, faculty, staff, researchers and others related.

1. Ownership

NIT Durgapur owns all the Intellectual Property (IP) that is produced by all NIT Durgapur personnel. NIT Durgapur reserves the right to apply for IP protection in India / throughout the world / specific countries for suitable protection of the IP generated.

2. Disclosure

NITD encourages timely disclosure of all potential IP / Inventions / Innovations generated (conceived or reduced to practice in whole or in part) by members of the faculty or staff (including research staff, doctoral students, students and visiting scholars) of the Institute in the course of their Institute related activities. Disclosure enables prompt action by NITD to appropriately protect and disseminate the research activities occurring at NITD.

3. Filing and Publishing of Patent

NITD encourages immediate filing of the patent and subsequent publishing of the same. However, it has to be kept in mind that the patenting is not possible if the invention has already been publicly disclosed before it gets filed with the appropriate patent authority.

4. Evaluation of the Base Price of the IP

The evaluation of the Base Price of the IP will be carried out in the following manner:

Project Direct Cost	Rs. 100
Project Indirect Cost (15%)	Rs. 15
Base Price of the IP	Rs. 115

5. Ensuring Fair Price of the IP

NITD encourages open tendering process for finding prospective buyers of the IP to ensure fair price of the IP before the transfer of technology. Tendering may be done in either of the following two modes only:

- i) IP will be awarded to the bidder who is offering highest one-time price that is at least more than the already determined base price

ii) IP will be awarded to the bidder who is offering highest share of royalty over the duration of the IP.

6. Revenue Sharing

The revenue sharing ratio between the inventor team and NITD will be determined based on the relevant Government Guidelines in respect of Technology Transfer as amended time to time.

Guidelines/ Instructions for Technology Transfer and Intellectual Property Rights

With a view to encourage the institutions to file patent applications on their innovations, motivate them to transfer their technologies for commercialization, and to facilitate them to reward their inventors, the following instructions are issued.

1. In these instructions:
 - a) “Institution” means any technical, scientific or academic establishment where research work is carried out through funding by the Central/ State Government.
 - b) “Intellectual Property Rights” include patents, registered designs, copyrights and layout design of integrated circuits.
 - c) “Inventor” means an employee of the Institution whose duties involve carrying out scientific or technical research.
2. **Scope:** These instructions apply to those institutions receiving funds for research projects from the Ministry of Science & Technology and Department of Ocean Development.
3. **Inventions by Institutions:** Institutions shall be encouraged to seek protection of Intellectual Property Rights (IPR) to the results of research through R&D projects. While the patent may be taken in the name(s) of inventor(s), the institution shall ensure that the patent is assigned to it. The institution shall get its name entered in the Register of Patents as the proprietor of the patent. The Institution shall take necessary steps for commercial exploitation of the patent on exclusive/ non-exclusive basis. The

institution is permitted to retain the benefits and earnings arising out of the IPR. However, the institution may determine the share of the inventor(s) and other persons from such actual earnings. Such share(s) shall be limited to 1/3rd of the actual earnings.

4. **Inventions by Institutions and Industrial concerns:** IPR generated through joint research by institution(s) and industrial concern(s) through joint efforts can be owned jointly by them as may be mutually agreed to by them through a written agreement. The Institution and Industrial concern may transfer the technology to a third party for commercialisation on exclusive/ non-exclusive basis. The third party, exclusively licensed to market the innovation in India, must manufacture the product in India. The joint owners may share the benefits and earnings arising out of commercial exploitation of the IPR. The institution may determine the share of the inventor(s) and other persons from such actual earnings. Such share(s) shall not exceed 1/3rd of the actual earnings.
5. **Patent Facilitating Fund:** The Institution shall set apart not less than 25% of such earnings for crediting into a fund called “**Patent Facilitating Fund**”. This Fund shall be utilised by the institution for updating the innovation, for filing new patent applications, protecting their rights against infringements, for creating awareness and building competency on IPR and related issues.
6. **Information:** The institutions shall submit information relating to the details of the patent obtained, the benefits and earnings arising out of IPR and the turnover of the products periodically to the Department/ Ministry which has provided funds.
7. **Royalty-free licence:** The Government shall have a royalty-free licence for the use of the Intellectual Property for the purposes of the Government of India.

8. **Review:** These instructions shall be reviewed by the Central Government after a period of five years.
9. The instructions are issued with the concurrence of the Ministry of Finance, Department of Expenditure vide their OM No 33(5) PF-II 99, dated 22nd February, 2000.

MEMORANDUM OF UNDERSTANDING

BETWEEN



TIFAC

**Technology Information, Forecasting and Assessment
Council (TIFAC)**

(An Autonomous body under Department of Science and technology, Govt. of India)
AI Block-II, Technology Bhawan, New Mehrauli Road
New Delhi 110016, India.

AND



National Institute of Technology Durgapur

(An Institute of National Importance under Ministry of Education, Government of India)
M G Road, Durgapur, West Bengal, PIN 713209, INDIA

for

***Intellectual Property Management Cell (IPMC) at
NIT Durgapur***

November 2022

Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) is entered into this ____ day of **November 2022**

BETWEEN

Technology Information, Forecasting and Assessment Council, is a society registered under the Societies Registration Act 1860, having its office at AI Block, 5th Floor, Technology Bhavan, New Mehrauli Road, New Delhi 110016, India (hereinafter referred to as “**TIFAC**” which term shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

AND

National Institute of Technology Durgapur (NITD), An Institute of National Importance under Ministry of Education, Government of India is a Central Funded Technical Institute with its registered office at M G Road, Durgapur, West Bengal, PIN 713209 (hereinafter referred to as “**NITD**” which term shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

AND WHEREAS TIFAC is an autonomous organization set up in 1988 under the Department of Science & Technology to look ahead in technology domain, assess the technology trajectories, and support innovation by networked actions in selected areas of national importance. TIFAC with its experience of Technology innovation support and IP management of about 3 decades has taken up challenge of commercialization of IP and technology in consortia mode. It offers membership to academic institutions, government R&D institutions and industry for *IPCC*’s effective functioning at their location.

WHEREAS NITD with the vision to impart quality technical education and focus on research and innovation to cater to the need of the country working at the service of nation with mission to impart quality technical and scientific education and produce engineers, technologists, scientists and citizens who will contribute meaningfully to the growth and development of the country and excel in various disciplines of knowledge.

AND WHEREAS both the parties have expressed their willingness to partner with each other in establishing TIFAC IP Protection & Commercialization Cell (*IPCC*) at NIT Durgapur by way of NITD becoming member of *IPCC*'s scheme of TIFAC. The membership shall offer a complete package for IP management and technology transfer in India and abroad through single platform for maximizing the benefits of R&D and appropriately harnessing IP potential of NITD and innovators at NITD.

Now therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Subject to the conditions hereinafter contained that 'TIFAC' agrees to join hands with NITD for providing the following expert services

- 1.1 Quarterly review/audit of IP of the NITD
- 1.2 Assessment of Protect ability of creative outcomes (without any limit in number) at NITD on priority basis which would include comparative statement of prior art and alleged invention to initiate further discussion with inventors from the NITD to ascertain the novelty of invention for filing of patents, on the basis of mutually agreed time frame.
- 1.3 Explore possibility of protection of creative work through other forms of IP such as copyrights, trademarks, industrial design, IC lay-out design, plant variety etc. TIFAC has desired expertise and resources including subscription to databases.
- 1.4 Full technical, legal and financial support for filing, prosecuting, securing grant and managing through payment of renewal fee by utilising various schemes of Government (including eligible financial support) through single window. In other words, TIFAC would facilitate filing of patents and other IP applications as TIFAC has panel of IP Attorney firms and would meet the cost through different schemes with no additional cost to NITD. TIFAC will explore the scope of the existing filed patents of NIT Durgapur, and will extend services under the *IPCC*'s scheme if found to be appropriate.
- 1.5 Undertake activities such as preparing marketing abstracts, seeking protection through allied IPs, drafting and enforcing IP and Technology Transfer related agreements.
- 1.6 Help managing royalties and other aspects of IP and TT Management to NITD.
- 1.7 Do liaising with Industry, scientists and different Government Departments offering financial and other support to leverage benefits to NITD.

- 1.8 Provide legal and management support for Technology Transfer/Commercialization
 - 1.9 Provide post licensing management of technology, technology fee and royalties.
 - 1.10 Will Mentor Scientists and start-ups; besides the aforesaid services mentioned in point nos. 1.1 to 1.9, regular awareness/training to *IPCC* of the institutes on sustained basis. All the services as mentioned point nos. 1.1 to 1.9 does not involve any additional cost to NITD.
 - 1.11 TIFAC is in a process of developing portal for IP and Technology Transfer. NITD will have free access to portal for processing their IP protection and technology transfer needs once it is in place, till then, all the workload would be managed through e-mails, letters and other means of communication and tools.
2. In order to enable TIFAC to offer services mentioned under clause 1, NITD will provide following facilities hereunder with no hinderance and without any cost:
- 2.1 Access to documentation in consultation with concerned researchers/faculty of the institute.
 - 2.2 Timely response to queries by TIFAC.
 - 2.3 Execution of documents such PoA etc. in the name of IP Attorney firms on TIFAC panel; filing of which are necessary during filing and prosecuting IP applications in the name of NITD.
 - 2.4 Participation from the institute for negotiation and PoA to TIFAC for negotiating technology transfer deal on behalf of NITD.
 - 2.5 Stay, local travel and local hospitality at Durgapur without any charges for TIFAC officials/representative for execution of work within the scope this MoU.
 - 2.6. NITD to provide office support, infrastructure and the faculty coordinator for IPCC.

3. Confidentiality

Each Party recognises that they may be privy to certain Confidential Information relating to the other Party or its Affiliates and their businesses. In consideration of the benefits accruing to the Parties from their association under this MoU, each Party hereby agrees that it shall:

- 3.1 keep all Confidential Information and other materials passing between it and the other Party confidential and shall not, without the prior written consent of the Party to whom such Confidential Information belongs or relates to (the “**Disclosing Party**”), divulge such Confidential Information to any other Person or use such Confidential Information other than for the purposes of carrying out this MoU;
- 3.4 take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorised disclosure thereof;

- 3.5 promptly inform the Disclosing Party of any potential or accidental disclosure of the Confidential Information and take all steps, together with the Disclosing Party, to retrieve and protect the said Confidential Information;
- 3.6 ensure that all its employees and/or representatives who are given access to the Confidential Information shall at all times be bound by legally valid and written non-disclosure obligations under their employment contracts; and
- 3.7 use the Confidential Information only for the purpose for which it was provided and not profit from the same in an un-authorised manner to the exclusion of the Disclosing Party.

4. Financial

- 4.1 NITD will pay Institutional membership amount of ₹10 Lakhs per year for first 3 years and subsequently ₹ 5 Lakhs per year to TIFAC.
- 4.2 NITD also agree to share 20% of benefits accrued to NITD in the form of lump sum or royalty income from technology transfer with TIFAC after benefits exceeds ₹10 lakhs.

5. Validity of MoU

This MoU shall be valid for five (5) years and may be extended on mutual consent of both the parties. This MoU can be terminated through prior three months written notice by either of the parties. The MoU may also be revised for deletion/addition/modification of any clause as and when felt necessary through mutual consultations.

6. Termination

If either party fails to fulfill its respective obligations as set out in the aforesaid clauses of this MoU, both parties shall urgently consult one another with a view to correcting the default by the party concerned. If even thereafter the default is not rectified by the defaulting party, the other party may terminate this MoU by giving thirty (30) days' notice in writing to the defaulting party provided that such termination shall not affect the rights of the parties to MoU which have been accrued prior to such termination. In case of termination the IPs that are already taken under the IPCC's scheme will continue its successive steps without any additional cost to NITD.

7. Legal Terms and Conditions

This MOU is accepted in New Delhi and it is agreed by the parties concerned that all matters, claims and dispute arising in respect of the terms and conditions hereof shall be settled and paid by the parties in New Delhi and that in respect of all disputes in connection with or arising out of the MOU, shall be subject to the jurisdiction of the Competent Court at New Delhi and that the said Court alone shall

subject as aforesaid be said to have jurisdiction to hear any suit or take any cognizance or deal with any proceeding in connection with or arising out of this MOU.

8. Dispute resolution

In the event of a disagreement between the Parties arising out of or relating to this MoU or performance hereunder, or the breach thereof, the parties shall attempt to negotiate a mutually satisfactory resolution or settlement. Each Party agrees that during such negotiation, it will faithfully continue performance as outlined herein. Should such negotiations fail, the parties shall refer the dispute to Arbitration, such Arbitration shall be conducted by a sole Arbitrator, agreed upon and appointed by both Parties, in accordance with the (Indian) Arbitration and Conciliation Act, 1996. The decision of the arbitrators shall be final and binding upon the Parties. The venue of the arbitration shall be at New Delhi and the language of the arbitration and the award shall be English.

9. Arbitration and Jurisdiction

If any dispute or difference arises between the Parties hereto as to the construction, interpretation, effect and implication of any provision of this MOU including the rights or liabilities or any claim or demand of any Party against other or in regard to any matter under these presents but excluding any matters, decisions of determination of which is expressly provided for in this MOU, such disputes or differences shall be referred to the sole arbitration appointed by Delhi International Arbitration Centre, Delhi High Court Campus, Shershah Road, New Delhi-110503 and the decision of the Sole Arbitrator shall be final and binding on all the Parties. A reference to the arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Reconciliation Act, 1996, and the rules framed thereunder for the time being in force. The parties also agree with the following:

- 9.1. The venue of the Arbitration shall be at Delhi.
- 9.2. The Parties hereby agree to consent to the extension of time for making the award by the Sole Arbitrator, if the sole arbitrator so requires
- 9.3. Each Party shall bear and pay its own cost of the arbitration proceedings unless the arbitrator otherwise decides in the award.
- 9.4. The provision of this clause shall not be frustrated, abrogated or become in-operative, notwithstanding this MOU expires or ceases to exist or is terminated or revoked or declared unlawful.

9.5. The Courts at Delhi shall have exclusive jurisdiction in all matters concerning this MOU, including any matter arising out of the arbitration proceedings or any award made therein.

9.6. If NITD does not make any claim or demand or raise any dispute or difference in terms the preceding clause within six months from the date on which such claim or demand arises, it shall be deemed to have waived and abandoned such claim or demand or the right to raise such dispute or difference against “TIFAC”.

10. Notices

All notices, requests and other communications (“**Notices**”) under this MoU must be in writing, in the English language and mailed by registered post acknowledgement due or certified mail, or pre-paid courier, or delivered by hand to the Party to whom such Notices is required or permitted to be given, or sent by e-mail:

11. Force Majeure

11.1 No Party shall be responsible for any delays in performance of their duties and obligations under this MoU by reason of any acts of god, including floods, fire, earthquake, volcano, riots, civil wars, civil commotion, terrorist activity or any other event, not attributable to either of the Parties (“**Force Majeure Event**”).

11.2 If any Party becomes aware of circumstances of a Force Majeure Event, which may give rise to or which are likely to give rise to any failure or delay on its part in performing its duties and obligations hereunder, it shall with immediate effect notify the other Parties by the most expeditious method then available and shall inform the other Parties of the period for which it is estimated that such failure or delay shall continue. It is clarified that Covid 19 shall not be treated as a Force Majeure Event unless Covid 19 and any related Government containment measures such as a nationwide lockdown is likely to give rise to any failure or delay on its part in performing its duties and obligations hereunder.

11.3 If the Force Majeure Event persists for more than 30 (thirty) days, the Party whose rights are affected by such Force Majeure Event, may terminate this MoU by way of a prior notice of 30 (thirty) days to the other Parties

12. TIFAC and NITD agree to review the progress of the MoU once in every six months.

13. This MoU shall become effective on and from the date it is signed.

IN WITNESS WHEREOF, both the parties herein set their respective hands on the day, month and year first above written in the presence of following witnesses.

For and on behalf of
TIFAC, New Delhi

For and on behalf of
NIT, Durgapur

(Dr. Pradeep Srivastava)
Executive Director

(.....)
.....

Witnesses:

Witnesses:

1. Signature:
Name:
Address:

1. Signature:
Name:
Address:

2. Signature:
Name:
Address:

2. Signature:
Name:
Address: