

**GUIDELINES & REGULATION ON INTELLECTUAL PROPERTY RIGHTS  
RAJIV GANDHI UNIVERSITY, ITANAGAR  
(A central University)**



**G& R IPR: RGU, Itanagar  
OCTOBER, 2019**

**IPR cell, RGU  
Ronohills, Doimukh791112  
Arunachal Pradesh**

## Prologue:

Rajiv Gandhi University (formerly Arunachal University) is the premier institution of higher education in the state of Arunachal Pradesh completing thirty-two years of its existence. Late Smt. Indira Gandhi, the then Prime Minister of India, laid the foundation stone of the University on 4th February 1984. Subsequently, it started its postgraduate teaching from the academic session 1988-89 at Rono Hills, where the present campus is located. The University was converted into a Central University by Act of Parliament of India which came into force from 9th April 2007 as per a notification of Ministry of Human Resource Development (MHRD), Government of India. The campus at Rono Hills is nestled on a picturesque tableland in the outskirts of Itanagar, the capital of Arunachal Pradesh. It is at a distance of 7 km from the National Highway 52A which leads to Itanagar. The objects of RGU as visualized in the first schedule are that it shall strive to offer relevant higher education and training towards skill development in meeting development needs of the state of Arunachal Pradesh and also to promote research in areas which are of special and direct relevance to the region.

In order to achieve excellence, the University has been striving to maintain high standards both in teaching and research with a firm commitment simultaneously to serve the community through well targeted socially oriented outreach programmes. Years of concerted efforts of the University have shown the signs of qualitative as well as quantitative progress. The research activities of the University are being strengthened by increasing the number of registered Ph.D. scholars and also by taking up many research projects funded by external agencies. The total number of published books and research articles has shown a significant rise. Efforts have also been directed towards knowledge development and transfer to the concerned organizations for their possible popularization or commercialization. In this context, the effective use of Intellectual Property Rights (IPR) within the university ecosystem becomes relevant and accordingly the university pertinently created an **IPR cell** to ensure that university can integrate the generated 'knowledge bank' in the global educational value chain. However, to work smoothly in that direction, **IPR cell needs a working guidelines and regulation for processes to be followed by its faculty, staff, students, collaborators, funding agencies and their like, with regard to products of their creative endeavours, converting them into effective intellectual property (IP), transacting their generated IPR in the course of knowledge transfer for popularization, commercialization and societal growth.** The RGU thus not only will guarantee cohesive development of worthy human resource with added skills/values but will also ensure efficient management of IPR within its educational system.

# Guidelines and Regulations of IPR in RGU

## **Preamble:**

On the above circumstances, guidelines and regulation of IPR in Rajiv Gandhi University, Itanagar (here to be termed as RGU or University) has been framed to facilitate all activities of the university in accordance with national IPR policy so that the value of the 'knowledge product' contributed by its employee, partners, collaborators and students may be achieved at the University level for benefit sharing judiciously. It contains following sections:

- Section 1. RGU- IPR cell, formation and its role
- Section 2. Operation and identification of innovators and creators
- Section 3. Provision of platforms for innovators and creators
- Section 4. Verification, validation and formalization of RGU-IPR agreement
- Section 5. Disclosure of the creations to the University
- Section 6. Ownership for publications, copy right and other IPR issues
- Section 7. Facilitation of effective IPR Protection to grassroots innovators
- Section 8. Conflict of interests and resolution of conflicts

## **Section 1. RGU- IPR cell, formation and its role:**

- 1.1 On approval of Academic Council, RGU subsequently ratified by Executive Council a five member management committee headed by a coordinator (not below the rank of Professor) shall function for RGU-IPR office to look after following IPR related activities.
- 1.2 The cell will evaluate the University creations and their proprietary protection.
- 1.3 IP Portfolio of the university will be maintained time to time.
- 1.4 The cell will create linkages with knowledge transfer agencies for commercialization of University IP.
- 1.5 The cell will initiate and participate in processes for the transfer of University's technologies and IP towards commercialization
- 1.6 The cell will facilitate all IP transactions between RGU and external agencies
- 1.7 The cell will issue drafts of all contracts Licensing, Assignments, Non-Disclosure Agreements, Material Transfer Agreements etc.
- 1.8 The cell will advice on clauses related to IP in all agreements, contracts, non- disclosure agreements, material transfer agreements and their like
- 1.9 The cell will execute of all functions to ensure implementation of the IP Policy in the University for All Forms of its creators/ innovators
- 1.10 The competent authority shall provide all ministerial and infrastructural support to RGU-IPR cell for smooth functioning and implementing IP policy for RGU.

## **Section 2. Operation and identification of 'creators' & 'innovators'**

2.1 The creation/ innovation by RGU personnel that include the faculty, staff, students, with their collaborators from or within the University and other institutions/agencies including consultancy, sponsored work, and their like shall come under the realm of the IPR Policy and shall be termed as "CREATORS" in this guidelines & regulation.

2.2. The creations/innovations may be inventions, non-functional distinctive designs of articles, expressions, representations by way of logos optionally in combination of words/sounds/distinctive shapes/ornamentations, teaching material, thesis, books, reports, etc which result from activities related to their jobs and/or diverse functional association or engagement with RGU.

2.3 Ownership of the said creations/innovation and processes to be followed for their protection using the various legal tools of IPR such as patents, industrial designs registrations, copyright, trademark, geographical indications, topographies of integrated circuits, protection of new plant varieties and trade secrets. Further the RGU-IPR guidelines also will provide counseling of formalities to be followed for dealings of such IP by the owners through the concerned cell.

## **Section 3. Provision of platforms for innovators and creators**

3.1. The RGU-IPR cell shall endeavor to assure value for IP generated by creators or innovators through appropriate process of commercialization

3.2. The RGU-IPR cell shall offer a platform especially for the students to protect of their innovations created during their educational process in the University

3.3. The RGU-IPR cell shall guide and support to IPR owners about commercial opportunities of e-commerce through Internet and mobile platforms.

3.4. Efforts to be made by the cell for creation of a public platform to connect creators and innovators to potential users, buyers and funding institutions.

3.5 The potential creators/innovators will get university's support and facilities either to validate his/her creation /innovation or to create more IPR under the aegis of the University.

3.6. The University encourages all Principal Investigators (PIs) to submit their project proposals after review in the university, to appropriate government and other agencies for funding. All such proposals may include a specific request for funding an IP applications arising out of such projects. The University also encourages all researchers in RGU to establish working collaborations, joint projects, etc.

3.7 The University shall make all reasonable efforts to establish partners for the transfer of the University Creations for commercialization through the RGU-IPR Cell. In this effort, the University may contact potential industry partners or contract such activities to professional agencies involved in IP Transactions and Knowledge Transfer.

3.8. As a Government funded Institution, the University shall make all efforts to ensure that the benefits of the University Creations are made available to the largest sections of our

society. Non-Exclusive licensing shall remain the first option, though exclusive licensing shall be considered on a case to case basis.

3.9 The University shall encourage its students, faculty and staff into an entrepreneurial mode, and help them to establish start-ups with the help of **Institutional Innovation Council(IIC)** and where necessary appropriately transfer the University IPR in favor of the start-ups under well-structured contracts between the University and the start-ups.

3.10 University shall be indemnified in any transactions related to University IP.

3.11 The Creators shall make all efforts to ensure that RGU does not knowingly infringe any IP of other parties. Notwithstanding what has been stated, RGU shall ensure that in all contracts with regard to its IP transactions, RGU is indemnified by the Parties to whom the IP has been transacted with, from any infringement proceedings including without limitation in all such aspects related to production of its IP related products, manufacturing defects, debug obligations associated with software products, etc.

Further, all contracts related to IP transactions between the University and Third Parties, shall indemnify the RGU Creators from all proceedings related to the aspects referred to in this paragraph. Notwithstanding what has been stated in this paragraph, RGU shall retain the right to engage in any litigation concerning its owned IP and transactions.

3.12 All the agreements to be signed by RGU should have the jurisdiction of the Itanagar Bench, Guwahati High court, Itanagar and shall be governed by relevant laws of India.

#### **Section 4. Verification and validation of innovation and creation**

4.1. On receipt of application, RGU authority may take steps for verification and validation of IP and process for transfer of technology and commercialization of "Creations" at various stages of the innovation value chain to ensure that RGU does not knowingly infringe IPR of others

4.2. RGU authority should have exclusive right to formalize material transfer agreements between RGU and other organizations, technology transfer processes and IPR generated through collaborative projects, IPR issues related to acceptance of grants from various organizations, government and non-government bodies including industries, financial institutions, angel investors, etc

4.3. RGU authority will address IPR issues related to short/long term assignments taken up by RGU personnel including similar assignments taken up by persons from other organizations with RGU

4.4. RGU authority will manage ownership and IPR related to publications and/or technology including development of course materials, books, thesis, kits, and works done under affiliation of RGU

4.5. RGU authority will provide guidelines on conflict of interests, resolution of conflicts related to non-compliance to the University IPR regulation.

#### **Section 5. Disclosure of the creations to the University**

5.1. All Creations that fall within the ambit of the definition given in clause 2 have to be necessarily disclosed to the University following using the Innovation Disclosure Form

(IDF) to enable the University to decide on the next course of action on whether the creation--

5.1.1. Shall be owned by the University or ownership by University will be waived off

5.1.2. Can be publicly disclosed and if so its timing and the form of the public disclosure

5.1.3. Needs to be protected as University's IP

5.2. If a creator is desirous to bring his/her technology under Intellectual Property Rights of RGU, no public disclosures (by way of presentations in conferences, seminars, publications, etc) shall be made of their creations.

## **Section 6. Ownership for publications, copy right and other IPR issues**

6.1 The title to "Creations" resulting from the use of significant resources of RGU shall lie with RGU. All such creations regardless of the source of funding shall be first disclosed and assigned to University as per the disclosure requirements in clause 5.

6.2. In case of sponsored projects or projects that are governed by contracts between RGU and another institution, the ownership of the IPR shall be governed by the terms and conditions set in the said contracts.

6.3. Even in such cases, the first disclosure of the creations shall be done to RGU and all matters related to IPR of the said creations shall be administered by RGU in consultation with the parties in the said contracts.

6.4. For all creations made under the affiliation of RGU, the creators shall not sign any documents as regards to the ownership of the Intellectual Property Rights of the creations without the explicit written directions of the University.

6.5. The University claims ownership of all intellectual property created by 6.5.1. Personnel employed by the University in the course of their employment 6.5.2. students who are enrolled in the courses offered by the University faculty / staff/ students/ research fellows and by other persons engaged in study or research in the University who, as a condition of their being granted access to the University's premises or facilities, have agreed in writing that this Part shall apply to them; and 6.5.3. persons engaged by the University under contracts for services during the course of or incidentally to that engagement. If the University decides to own the IP, then the creators shall formally assign their creations to the University as directed by the RGU-IPR Cell.

6.6 The University shall primarily arrange to bear the initial filing cost of the University owned IP from the respective project grants obtained from various project funding agencies. If the project grants are not sufficient, then the University may consider bearing the expenses from a "**Central IPR Fund**" which will be created for such a purpose.

6.7. All benefit sharing resulting from commercialization of such IPR shall be based on the conditions set by the University from time to time.

6.8 The revenue sharing arrangement between RGU and the creators is **30:70** of the net earnings from the IP (after adjusting all expenditure by RGU to get the said IP) in which the creators have been involved. This sharing arrangement will be periodically reviewed.

6.9 In case, the University decides not to own the IP of certain creations, then the university shall reassign the rights to those creations in the name of the Creators and the creators shall be free to file the IP Applications in their individual names.

6.10 On the cases of 6.9, the creators shall bear all the cost of the IP Applications, prosecution, maintenance, enforcement, commercialization, etc. Further the Creators shall enjoy the full benefits of any commercialization and the University shall not get any share of the benefits of commercialization.

6.11. Ownership of Copyright of Academic Works with the substantial use of University facilities owned or operated by the University shall be:

i. Field and laboratory notebooks and databases.

ii. Theses, Dissertations, Reports.

iii. Question Papers, Exercises and Answers to Tests and Examinations.

iv. Publications

a. Software and Computer Related Works including works generated by computer hardware or software, firmware, courseware.

b. Productions in Digital and other Media, Films, Videos, Photographs, Multimedia works, typographic arrangements, Works of Art, Plays, Lyrics, including all forms of 'Creative Expressions'.

v. Registered and unregistered designs.

vi. Works specifically commissioned by the University.

vii. Any other forms of copyrightable works not covered under i -vii if they may reasonably be considered to possess commercial potential.

6.12 The University shall retain the ownership of all works listed above in clause 6.11 created under diverse media specifically for the purposes of implementation of University's academic programmes and for all academic programmes administered and / or conducted by the University.

6.13. The University shall own the copyright to all Theses, dissertations, reports, databases, laboratory note books, and their like if they are produced using significant resources of the University. Further, all such works that lead to a degree; diploma, certificates, and any programmes conducted by or on behalf of the University, or using grants that were administered by the University shall belong to the University.

6.14 The authors of such works shall obtain a written consent from the University should they wish to have them published by any external publisher. In all such cases, the authors shall make available to the University in advance a copy of the copyright conditions provided to them by the proposed publisher so that the University is able to assess the conditions on copyright set in the publishing contracts, except where special circumstances apply and it is mutually agreed that the author will retain ownership.

6.15 If the copyright ownership is retained by the author due to a waiver issued by the University, the Author must grant to the University a royalty-free permission to reproduce

and publicly distribute copies of the theses and also to use the same for purposes of teaching, research and any academic activity by the University.

6.16. RGU does not claim ownership of copyrights in independently authored books and textbooks, articles and other scholarly publications, nor to other creative works provided that such works are (i) created by the personal effort of faculty, staff and students; and (ii) do not make significant use of University administered resources; and (iii) are not governed by the terms of a sponsored research or other agreement.

6.17 All software and databases used in the University shall be licensed software, and it is the policy of the University that all users abide by any and all legal restrictions imposed by the owner of the software or database. Persons using such software shall neither tamper nor indulge in any act (s) that may be breach of the license and the person indulging in such acts of infringement of the said copyrights shall be solely responsible and liable as per law. No unauthorized software shall be used in any of the University facilities / systems.

### **Section 7. Facilitation of IPR Protection to grassroots Level**

7.1 The RGU-IPR cell will conduct training, awareness and outreach programme at different grass root level of the community periodically from the fund allocated by the university for the purpose.

7.2. The IPR cell also collaborate with funding facilities from the state Science and Technology Council actively to find out grass root level innovators/ creators and will take pro active part to make them aware about their invention or innovation.

7.3. Through School and college level outreach as well as community interactions shall also be organized to search out innovations/ creation for further protection by guiding the grassroots.

### **Section 8. Conflict of interests and resolution of conflicts**

8.1. The Creator(s) of any University Owned IP and its associated transactions shall be declared to the University for any Potential conflict of interest. For example, if the Creator(s), their immediate family members are associated in any form with the persons / institutions / organizations/ agencies or have any stake in parties or potential parties with whom the University may be transacting its IP, the Creators of that IP would be required to disclose the details to the University.

8.2. In case of any disputes between the Creators and RGU with regards to issues related to the IP policy and its compliance, the aggrieved party may appeal to the Vice-Chancellor of RGU. The Vice-Chancellor shall arrange to address the concerns and if necessary, appoint a committee to look into the matter and make recommendations to the Vice-Chancellor. In all such cases the decision of the Vice-Chancellor shall be final and binding on both the concerned parties.





## DISCLOSURE FORM FOR IP PROTECTION IN RGU

(Submit along with ANNEXURE - III in a sealed cover, marked 'confidential' addressed to Coordinator, RGU-IPR cell)

### A. Inventor(s) Information:

(Include the detail of entire team of inventors)

- (i) Name:
- (ii) Designation:
- (iii) School/Department/ Center :
- (iv) Contact:  
Phone No. : Office –  
Mobile –  
Email –

### B. Applicant(s) Information

(It is mandatory that RGU shall be one of the applicant and **In case of joint applicants, MOU/ Contractual Agreement detailing rights and obligations of the parties relating to sharing of costs, revenues etc must be submitted**)

- (i) Organization:
- (ii) Name & designation of the contact person:
- (iii) Postal Address:
- (iv) Contact:  
Phone No. :  
Email:

### C. Details of IP

- (i) Title of invention: *(Title of invention not exceeding 25 words)*
- (ii) Provide the broad field of the invention
- (iii) List the keywords defining the invention *( 3 - 7 key words)*
- (iv) Research background that led to the invention
- (v) Executive Summary of Invention

- (vi) **Detailed description of the invention:**
- a. Provide detailed description of key aspect of the invention.
  - b. Describe how the invention has edge over other similar work
  - c. Include supporting information such as graphs, Experimental data in table form, sketch/design, video
- (vii) **Information of the Financial Support Received for the invention**  
Provide details of funding / sponsoring agencies/ industry/ university grants/ consultancy support received to carry out the invention. (Enclose copy of the relevant document).
- (viii) Check with tick mark & enclose following Annexure if applicable.

ANNEXURE – I : Information on Commercialization of Patent

ANNEXURE – II: Revenue sharing agreement among inventors

ANNEXURE – III: Specification of provisional patent

ANNEXURE – IV: Authorization to RGU for processing IPR



**CONFIDENTIALITY AGREEMENT FORM**  
**RAJIV GANDHI UNIVERSITY**  
**ITANAGAR**

The agreement is entered on \_\_\_\_\_ between (a) Rajiv Gandhi University, Itanagar (herein after referred as RGU) and (b) Organization: \_\_\_\_\_ (herein after referred \_\_\_\_\_) to the following effect:

- *Whereas* RGU has certain technical information related to the area of \_\_\_\_\_ (here in after referred as Confidential Document) and
- *Whereas* \_\_\_\_\_ is interested in examining the Confidential Document.

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

- (i) RGU shall disclose to \_\_\_\_\_ the confidential document containing details generally adequate for \_\_\_\_\_ to evaluate the document for the purpose of further negotiation on the possibility of entering a formal agreement and, if necessary, acquiring rights to use the confidential information irrespective of its status on patentability or other intellectual property rights.
- (ii) \_\_\_\_\_ agrees to accept the disclosure of the Confidential Document and ensure secrecy and confidentiality of the above the same way as the organization's own confidential documents are treated. The content of the document will be disclosed only to the relevant person with an obligation not to transfer the information to others.
- (iii) It is further implied that \_\_\_\_\_ will not exploit the confidential document unless formal terms and agreement are agreed upon to acquire such rights.
- (iv) The obligations outlined in (ii) and (iii) will not be applicable for those parts where
  - (a) the contents are known to be in public domain or available prior to the date of disclosure.
  - (b) the contents are demonstrated to be in possession if \_\_\_\_\_ or its subsidiaries from other sources prior to the disclosure.
  - (c) the content appears in the public domain by publication or otherwise.
- (v) The obligation of confidentiality on the part of \_\_\_\_\_ will be in force for \_\_\_\_\_ unless the period is extended subsequently.
- (vi) It is also implied that the disclosure does not grant the right to exploit the content or to use the patent or other intellectual property right.

Name \_\_\_\_\_  
 (Authorized representative)  
 Signature \_\_\_\_\_  
 Dated \_\_\_\_\_  
 RAJIV GANDHI UNIVERSITY & Seal

Name \_\_\_\_\_  
 (Authorized representative)  
 Signature \_\_\_\_\_  
 Dated \_\_\_\_\_  
 (Name of receiving) & seal



**APPLICATION FORM FOR REGISTRATION OF COPY-RIGHTS**  
RAJIV GANDHI UNIVERSITY, ITANAGAR

In Reply Quote Reference No.  
Date

To,  
The Registrar of Copyright  
Copyright Office  
Kolkata

Sir,

In accordance with Section 45 of the Copyright Act, 1957 (14 of 1957), we hereby apply for registration of copyright and request that entries may be made in the Register of Copyrights as in the enclosed Statement of Particulars sent herewith in triplicate.

We also send herewith duly completed the Statement of Further Particulars relating to the work (Literary work – Computer software).

2. In accordance with Rule 16 of the Copyright Rules, 1958, I have sent by prepaid registration post copies of this letter and of the enclosed statement(s) to the other parties concerned, as shown below:

Name and Address of the parties  
(1)

Not applicable

Date of dispatch  
(2)

Not applicable

3. The prescribed fee has been paid, as per details below:

IPO No. \_\_\_\_\_ Dt. \_\_\_\_\_

For Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ )

4. Communication on this subject may be addressed to:

The Coordinator  
RGU-IPR Cell  
Rajiv Gandhi University  
Ronohills, Doimukh-79112

5. I/We hereby declare that to the best of my knowledge and belief, no person, other than to whom a notice has been sent as per paragraph 2 above has any claim or interest or dispute to my copyright of this work or to its use by me.
6. I/We hereby verify that the particulars given in this Form and in the Statement of Particulars and Statement of Further Particulars are true to the best of my/our knowledge, belief and information and nothing has been concealed there from.

Place: Doimukh

Date:

Yours faithfully

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

*List of Enclosures:*

1. Statement of Particulars
2. Declaration of Assignment of Rights
3. Manuscript (in duplicate)
4. Application fee details



**STATEMENT OF PARTICULARS FOR COPYRIGHT**  
**(To be enclosed along with Application for Copyrights)**  
**RAJIV GANDHI UNIVERSITY, ITANAGAR**

**PART-A**

1. Registration Number :  
(in the Register of Copyrights)
2. Name, address and : nationality of the applicant  
a. Rajiv Gandhi University, Itanagar  
b.
3. Nature of the applicant's : interest in the copyright of the work
4. Class and description of the :  
work  
a. Computer software program  
b. Technical document  
c. Artistic work  
d. Video work  
e. Mask work
5. Title of the work :  
\_\_\_\_\_
6. Language of the work :  
\_\_\_\_\_
7. Name, address and :  
nationality of the author and if the  
author is deceased, the date of his  
decease  
\_\_\_\_\_
8. Whether the work is : published or  
unpublished? Unpublished/Published (Please tick)
9. Year and country of first : publication  
and name, address and nationality of  
the publisher  
\_\_\_\_\_  
\_\_\_\_\_
10. Years and countries of : subsequent  
publications, if any, and names,  
addresses and nationalities of the  
publishers  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Names, addresses and Nationalities of the owners of a. \_\_\_\_\_  
the various rights comprising \_\_\_\_\_ the copyright in the work and the  
extent of rights held by \_\_\_\_\_ each, together with particulars of  
assignments b. \_\_\_\_\_ and licenses, if any  
\_\_\_\_\_

12. Names, addresses and Nationalities of other persons, \_\_\_\_\_  
if any, authorized to assign or \_\_\_\_\_ license the rights  
comprising the copyrights \_\_\_\_\_

13. If the work is an Artistic work the location of the original work, including name, address and nationality of the person in possession of the work. (In case of an architectural work the year of completion of the work should also be shown)

13A. If the work is an Artistic work which is used or is capable of being used in relation to any goods, the application shall include a certificate from the Registrar of Trade Mark in terms of the proviso to subsection (i) of section 45 of copyright Act, 1957.

### PART – B

1. Is the work to be registered as (Select the appropriate descriptions) Original work/ Translation of work having copy rights/ Translation work available in public domain/ others (specify)

2. If the work is translation or adoption of work in which copy rights exists, give details of the creator, IP owner, publisher, nationality and relevant permission sought for the translation work.

3. Any other information relevant to IPR of the work done.

Place:

Date:

(List the team of inventors with their signature)

(i) Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Office Seal



**COPYRIGHT AGREEMENT CONTRACT FOR HIRED /CONTRACTED WORK  
RAJIV GANDHI UNIVERSITY, ITANAGAR**

Rajiv Gandhi University, Itanagar is pleased to assign the work described below to:

- A. Name of organization \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_
- B. Job description: As per enclosure
- C. Job contract \_\_\_\_\_
- D. Reference: \_\_\_\_\_

As per the Intellectual Property Right Policy of the RGU, it is undertaken by the organisation receiving the job assignment that the Intellectual Property Right (Patent/Copyright) will rest with the RGU.

Agreed

Agreed with any special clause (Enclosure) to be mutually agreed

Signature: \_\_\_\_\_

Name of authorized person of  
the RGU executing work \_\_\_\_\_

Seal:

Date:





## Annexure-I

### INFORMATION FORM ON COMMERCIALIZATION OF PATENT RAJIV GANDHI UNIVERSITY, ITANAGAR

1. Title of the Invention:
2. Description of invention in 100-150 words:
3. Commercial Readiness - Select the appropriate category: a) Conceptual stage; b) Laboratory scale; c) Pilot scale; d) Field tested; e) Clinical data derived; f) Ready for marketing.
4. Name the Potential Industries for exploitation: (Mention broad categories of industry that may show interest in exploitation, see **Appendix I** for guidance)
5. Area of Technology that describes the invention:
6. Preferred Mode of commercialization:

#### **Category A:**

Licensing by RGU/ Portfolio management by RGU/ Technology incubation & spin-offs by RGU

#### **Category B:**

Joint Marketing with co-applicants/ Partnering with third party for commercialization.

\* \* \* \* \*

## Appendix I

#### **Industrial categories:**

Food processing/ Agri based/ Electronics/ Automation/ Automotive/ Energy & Power/ Renewable Energy/ Environmental/ IT/ Information & Communication/ Film industry/ Mass Media/ Pharmaceutical/ Biotechnology/ Others (specify).

#### **Technology of invention:**

Advanced Materials/ Food & Drug/ Photovoltaic/ Bioenergy/ Drug discovery/ Fuel cell/ Sensors/ Biosensors/ Waste water treatment/ Pollution control/ Software/ Others (specify).



ANNEXURE – II

**REVENUE SHARING AGREEMENT FORM AMONG RGU INVENTOR(S)  
RAJIV GANDHI UNIVERSITY, ITANAGAR**

1.	Title of the invention	
2.	Percentage of share of revenue for all the inventors from the commercial proceeds	
3.	Supporting document showing the prior agreement entered for sharing of revenue as agreed upon from commercialization of patent as detailed in RGU-IPR guidelines / MOU/ Contractual agreement/ Sponsor Agreement	
4.	Details of PU inventors and inventor-wise sharing of revenue	
	<b>First inventor</b>	
	Name	
	Designation	
	Department/ Centre	
	Percentage of revenue from the INVENTOR'S Share agreed upon	
	Signature of the inventor	
	<b>Second inventor</b>	
	Name	
	Designation	
	Department/ Centre	
	Percentage of revenue from the INVENTOR'S Share agreed upon	
	Signature of the inventor	
	Signature of the inventor	
	First inventor	
	<b>( Add the details of entire team of inventors and their agreed revenue share here)</b>	

.....  
**RGU-IPR Official Use:**

The document detailing the revenue share of inventor(s) has been examined, and the same was repositied in the IPR file ref. no. \_\_\_\_\_ / has been received afresh and submitted for approval.

Date:

Signature



ANNEXURE – III

Specification form of Provisional Patent  
Rajiv Gandhi University: Itanagar

1. Title : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Inventors:

- (i) Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- (ii) Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- (iii) Name: \_\_\_\_\_  
Address: \_\_\_\_\_

3. Abstract:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature(s) \_\_\_\_\_ and \_\_\_\_\_



**Annexure-IV**

**IPR AGREEMENT FORM – 1(For All)**

1. Name (BLOCK LETTERS):
2. Faculty/Department/ Centre/ Institute:
3. Designation:
4. Declaration:

I submit that by virtue of my employment/studentship/post doctoral scholarship/Sabbatical/Visiting Scholarship /..... (mention others if any) at Rajiv Gandhi University (RGU) and /or my participation in research at RGU,opportunities provided or to be provided by RGU which result in significant use of RGU funds and facilities, and/or opportunities to have a share in royalties and other inventor(s)/author(s) as per Intellectual Property guidelines.

I, hereby agree that:

- i) I shall promptly disclose and assign to RGU any right to all inventions, copyrightable materials, computer software, processes, designs, tangible research property and trade marks (Intellectual Property) conceived, invented, authored or validated to practice by me, solely or jointly with others which are outcome of sponsored research or any other agreement to which I have direct or indirect participation or/ are outcome of substantial utilization of RGU resources or/ is an outcome of "work-for-contract" as per RGU guidelines
- ii) I shall abide the IPR regulation and guideline of Rajiv Gandhi University and as amended time to time by the University.
- iii) I shall cooperate with RGU to obtain, protect or exploit the intellectual property through legal protection such as patent, copyright etc.
- iv) I shall make available all documentation of RGU intellectual property.
- v) I shall surrender to RGU the documents related to intellectual property if I leave RGU for any reason or at any other time asked for such documents.
- vi) The agreement will survive till the termination of my employment or any other association with RGU

Signature \_\_\_\_\_  
Department/Centre \_\_\_\_\_  
Designation \_\_\_\_\_  
Date \_\_\_\_\_

Witness (Dean/HoD) \_\_\_\_\_  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_\_



Annexure-IV

**IPR AGREEMENT FORM – 2  
(For Contract Employee)**

I, the undersigned ..... hereby certify that ..... (the "Work"; attach additional sheet if necessary to accurately describe the work) was specially engaged by and is to be considered a "work made for contract/ hire" by Rajiv Gandhi University herein after referred to as RGU with address at Ronohills, Doimukh-791112, India and that RGU is entitled to all patent / copyright / trademark and all other Intellectual property rights thereto. Without limiting the foregoing, for good and valuable consideration, receipt of which is hereby acknowledged and in accordance with the above entitlement of RGU Intellectual Property generated by me, I hereby assign and / or transfer to RGU, its successors and assigns, absolutely and forever, all right, title, and interest, throughout the world in and to the Work and each element thereof, including but not limited to the copyright / patent / technology innovation contained therein. I further agree that no copyright material assigned by me to the RGU under this agreement shall be reproduced by me beyond that which falls under fair use, and I shall retain only moral rights to this material. Furthermore, no patent-able invention /technology innovation / trademarks developed by myself, and others I shall be working with, be disclosed by me to any other party upon termination of this agreement. I understand that any prior disclosure by myself, directly or indirectly, either during the period of this "work-for-contract/hire" agreement or after its termination, shall render me prosecutable as per laws that may be in force at the time.

Signed this..... Day of..... (Month) ..... (Year)

Name:

Address:

'Work-for contract/ hire' agreement under Department/ Centre:

In the project: .....