



National Institute of Technology Arunachal Pradesh

**Undertaking by a person engaged by the Institute under
"Work for hire" terms**

I, _____ hereby certify that the work: _____ (the "Work"; attach additional sheet if necessary to accurately describe the work) is specially commissioned by National Institute of Technology, Arunachal Pradesh by way of complete instructions on the creation of the work and its due compensation which I hereby acknowledge receipt of and is to be considered a "work for hire".

I state that as a commissioned work the entire right, title and interest in the work during and after creation thereof will totally vest with the Institute and any form of Intellectual Property Rights including copyright, patentable subject thereof thus vests solely and exclusively with the Institute.

I undertake to maintain strict confidentiality of my creation of the work as a commissioned work and not to publish or reproduce the work or any part thereof without the specific authorisation of Institute in writing and limit my own use to that which is permissible as fair use for non commercial purposes. I shall retain only moral rights as creator of the work. I am aware that any unauthorised disclosure or publication which is prohibited under the law will be actionable against me

I hereby assign and/or transfer to Institute, entire, right, title and interest absolutely and forever, all rights related to intellectual property generated during commissioning of the work or after its completion and also give rights to the Institute to decide on its future advancements and /or modifications and shall not claim any rights on future creations involving the commissioned work which also vests with the Institute solely.

Signed this _____ day of _____ (month), _____ (year)

Name:

Address:

Work-for-hire agreement tenable at Department:

(Signature)

In the project:



Form No. NITAP-IP/STD-DEC/2

National Institute of Technology Arunachal Pradesh

**Initiating work on Patentable Technologies
Declaration by the Student(s) engaged in Project / Dissertation works**

I/We, Mr./Ms./Dr. _____ Roll No.: _____ and
Mr./Ms./Dr. _____ Roll No.: _____ registered as
research scholar or student of programs such as B.Tech./M.Tech./ M.Tech.(Res) / M.Sc. /
Ph.D / D.Sc. in the Department of _____, National Institute of
Technology, Arunachal Pradesh (hereinafter referred to as the "Institute") do hereby declare
that I/we shall start working on a project entitled
: _____

I/We declare that:

1. I/We have read and understood the Institute IP Policy and shall undertake to pursue our assignments in keeping with the Institute IP Policy and safe guard any work of Intellectual Property which involves Institute as a beneficiary in IP Right thereof and also respect the intellectual property of others. I/We are aware that any unauthorised use/adaptation of others intellectual property right is actionable under the law and shall not engage or coordinate or act knowingly or unknowingly in use any protected IP including any copyrightable subject/inventions / designs / materials / integrated circuits held by others for our purpose without paying the license fee.
2. I/We shall not use any unlicensed modelling / drafting / word processing / programming software for my/our purpose.
3. I/We shall not use any material protected under copyright law except beyond the scope of fair use for our purpose.
4. I/We shall request IPC for helping us for patent search for our work, the cost if any being borne by the Institute.
5. In the course of project work, if any IP is generated I/we shall proceed as per the IP policy of the Institute for maintain confidentiality and publication restrictions until possible IP is legally protected for effective right protection and subsequent commercialization.

Name of the Student

Name of the Student

Signature of student with date

Signature of student with date

Name of the Supervisor

Signature of the Supervisor with date

Signature of the Head of the Department with date



**National Institute of Technology Arunachal Pradesh
Invention and Technology Disclosure Form**

For Office use only

Proposal Id:

NITAP/IP/...../.....

Date of Receipt:.....

Academic Year

SL.No.

1. Title of the invention:

2. Inventors:

[For visiting scientists, please give details of substantive employer.]

SL. No.	Name	Employee code or Roll No.	Position	Department	Email

3. Brief description of the invention: (How this invention relates to new processes, systems, machines, compositions of matter etc.)

4. Detailed description of the invention

4.1 State of prior art

- (a) Prevailing **state of the art**?
- (b) **Literature search** relating to this invention? [Please include a copy of the resulting documentation, and reprints of publications.]
- (c) **Prior art/patent search** relating to this invention? [Please include a copy of the resulting documentation, and reprints of patent documents: if a computer database search has been resorted to, please give the web site details and the Key Words used in the search.]

4.2 Description :(Describe the invention so that other Institute faculty who are knowledgeable in the field can evaluate its technical and commercial merits.)

4.3 Novelty :(Highlight the features described above that make the invention novel.)

4.4 Inventiveness :(Are the novel features inventive based on 4.1(a) above; and, if so how?)

A) Identify the technical problem addressed by the invention;

B) What is the new contribution to the state of the art that addresses the existing technical problem;

C) Why would you as a person skilled in the related art consider that the new contribution that you have claimed to have made to the state of the art was not obvious to derive from the prevailing state of the art by the person looking for such solution to the problem, explain the special combination, synergy, critical parameters of operation which makes your solution special and is only achievable by way of your research and developmental studies and was not any freely available choice to the skilled person to adopt the same readily to address the problem.

D) List out all technical features of the advancement on which you claim novelty and any exclusive rights for Intellectual property.

4.5 Advantages (over comparable inventions or practices):

4.6 Testing :(Has the invention been tested experimentally? If so details of experimental data to be supplied.)

5. Funding and support

I. Was there significant use of Institute equipment and facilities? **Yes/No**

II. Was the invention supported by research grants/contract from external sources?

Yes/No

If **YES**, please give details:

(a) Sponsor: _____

(b) Grant/contract no. : _____

(c) Period of grant/contract: _____

(d) Principal investigator and co-investigator: _____

(even if they are not inventors within the purview of this document and will not share the credit and royalties)

(e) Has the sponsor been informed of the invention? *(state whether required under grant/contract award conditions)*

(f) Was the work done under any other agreement? Give details.

6. Information for protection of IPR: conception and disclosure *(Accurate data is required as prior disclosure may affect possibility of obtaining patent rights.)*

	Date	References/comments
Date of conception of this invention. Has this date been documented?		

If so, where and how?		
Has this invention been presented at seminars/ discussions other than those which form the requirement for the degree program of the student?		
Please provide the anticipated date of submission for publication or communication for presentation at seminar/conference etc.(Should not be earlier than one month from this date)		
Has the invention been reduced to practice?		

7. Commercial potential

7.1 Possible uses or application areas or products that may embody some aspects of the technology:

7.2 List of probable users of the technology (class of industries/organizations or target companies):

7.3 List of probable organizations who may be interested in technology transfer (target industries or

Companies or other organisation):

7.4 Potential marketability including commercial suggestions [viable size of industry, equipment, raw material and manpower requirement under different skill levels, import component, export potential, other relevant economic information]

8. Prior disclosure and possible intent:

8.1 Has the invention been disclosed to industry representatives or their parties?

8.2 Has any commercial organization shown interest in this invention? Give details.

9. Development Stage:

What is the current stage of development of the invention as it relates to commercial utilization and marketability?

- (i) Embryonic
- (ii) Partially developed
- (iii) Fully developed

10. Potential for international patent:

Does the invention have significant commercial potential in foreign countries? If so, where? Give details.

11. Declaration :

Copyright ©, 2019 NIT Arunachal Pradesh, Solely for Educational Purpose.

I/We declare that all statements made herein are true to the best of my/our knowledge. I/We hereby agree to hold the right of intellectual property of this invention jointly with National Institute of Technology, Arunachal Pradesh. National Institute of Technology, Arunachal Pradesh will share any royalty income derived from the invention with the inventor(s) according to the IP policy of the Institute in force. Intellectual Property of this invention will be protected by National Institute of Technology, Arunachal Pradesh from time to time based on merit and commercial viability.

SL.No.	Name	Signature	Date	Place

Note:

(1) A patent confers the right upon an inventor to commercially exploit an invention for a limited period of time. Patent or Design can be lost by disclosure of the details of an invention to the public before the filling of a patent. Unlike copyright, patent is not an automatic right. To obtain a patent or design right, the proposed invention/design should be novel (not published elsewhere), and moreover for patent rights the novel features should be inventive (not obvious to persons familiar with the state of art) and industrially applicable (should have utility). Patent and Design rights vest sole and exclusive rights to the claimants to manufacture or apply the subject in industrial use and any unauthorised use is actionable as per law

(2) This document should be prepared with due care. The formal patent application will be prepared only from the information provided herein.

(3) The completed disclosure form with annexure should be submitted to:

Coordinator (IPR Cell)
National Institute of Technology, Arunachal Pradesh



Form No. NITAP-IP INVD II/4

**National Institute of Technology Arunachal Pradesh
Invention and Technology Disclosure Form (Summary)**

1. Title of the invention:

2. Inventors:

[For visiting scientists, please give details of substantive employer.]

SL. No.	Name	Employee code or Roll No.	Position	Department	Email

3. Brief description of the invention: *(Not to exceed 100 words)*

4. Prevailing state of the art :

(a) Details of Patent search sites or other resources.

(b) Key words used for patent search.

(c) List of patents related to present invention.

5. Novelty

6. Inventiveness

A) Identify the technical problem addressed by the invention;

B) What is the new contribution to the state of the art that addresses the existing technical problem?

C) Why would you as a person skilled in the related art consider that the new contribution that you have claimed to have made to the state of the art was not obvious to derive from the prevailing state of the art by the person looking for such solution to the problem, explain the special combination, synergy, critical parameters of operation which makes your solution special and is only achievable by way of your research and developmental studies and was not any freely available choice to the skilled person to adopt the same readily to address the problem.

D)List out all technical features of the advancement on which you claim novelty and any exclusive rights for Intellectual property.

7. Advantages

8. Commercial Potential : (*List of organization with possible interest in the invention*)

9. Signature of Inventor(s) with date



National Institute of Technology Arunachal Pradesh

**Mutual Secrecy Agreement
Between**

NIT Arunachal Pradesh and collaborating Institutions

This agreement is between National Institute of Technology, Arunachal Pradesh (the provider organization) and/or provider scientist(s), jointly called the first party, and the organization _____(the recipient organization), the second party.

1. That The first party is engaged in research and developmental activities in the field of and the claimant of /owner of the intellectual property rights including in tangible products or materials / invention on a/technical advancement _____(description)and/or owner of certain technical data/process technology/other information (proprietary information)developed through their own efforts. The organization _____(name), the second party, is engaged inand is also the claimant of /owner of the intellectual property including in tangible products or materials /invention entitled _____(description) and /or certain technical data/process technology/other information (proprietary information) developed through its own business and R & D efforts.

2. That The parties to this agreement consider it desirable for each other to have access to each others said above invention/proprietary information for discussing and evaluating possible collaborative research and development work and/or licensing activities relating thereto.

Therefore the parties agree as follows:

1. All invention/proprietary information as used in this Agreement provided by one party to remain proprietary and confidential and vesting with the disclosing Party in connection with evaluation of invention and/or proprietary information for collaborative R & D and/or licensing work and the recipient of such proprietary /confidential information should not have any claims thereon.
2. That all sharing of proprietary /confidential information by the disclosing party to the recipient Party should be done in writing marked confidential and signed by both the parties evidencing such sharing of proprietary/confidential information OR in case it arise out of discussions during visits to laboratory/plants or any other facility of either party, the same would be reduced to writing and duly signed by both the parties ,the Disclosing Part and the Recipient Party within thirty (15) days of such discussion. The date and time of the visit and personnel present during the visit should be recorded in writing by both parties.

2. All parties agree to hold in confidence any or all invention/proprietary information disclosed and further agree not to disclose the same to third parties or use it for any other purpose other than discussion and internal evaluation provided in this document and /or further agreed upon in writing by both the parties in continuation of this agreement. However, either party may disclose the invention/information/technical data/technology to

its own employees assisting that party in making an evaluation, provided that all such employees shall have agreed to be bound by the secrecy terms of this agreement.

3. The recipient Party of confidential tangible products or materials or invention/technology from the other party agrees not to analyze or have a third party to analyze such tangible products or materials unless it is agreed upon in writing by the Disclosing Party.

4. All proprietary and/or confidential tangible products/material/ invention/proprietary information is and remains the property of the disclosing party and must be returned, in a form suitable to be returned, within ninety (90) days after the disclosing party makes a written request for its return or at the conclusion of evaluation or termination of the Agreement.

5. The evaluation period during which information will be exchanged will be ordinarily one (1) year from the date of signing this Agreement unless extended by mutual consent of the parties in writing.

6. After sharing of any proprietary/confidential information by the parties herein between one another any one or more of the parties herein individually and/or together if having derived any further advancement of further proprietary nature, the same should be shared between the parties in writing and the parties herein shall have the right to evaluate and agree upon the nature of the further advancement and the scope of proprietary claims thereon by the disclosing party on its own and /or with any other party from whose proprietary/confidential information the disclosing party has benefited to reach to this further advancement and such sharing of proprietary claims on the further advancement should be in writing and agreed upon by the parties herein.

6. The foregoing obligation with respect to invention/proprietary information received by any party who are signatories to this Agreement shall survive in the event of termination of this agreement.

This agreement is effective as of _____, and shall terminate on _____. The two parties can extend the agreement through mutual consent, in writing, and the extension period shall be on a yearly basis. Either party may terminate this Agreement at its discretion immediately upon written notice to the other party.

**This agreement is signed on _____
between:**

NIT, Arunachal Pradesh

Organization:

(Name of signatory)

(Name of signatory)

Designation: Dean (R&D)

Designation

Address : National Institute of Technology

Address

Arunachal Pradesh- 791112



Form No. NITAP-IP MTR-TRF/6

National Institute of Technology Arunachal Pradesh

**Letter of Agreement between NIT Arunachal Pradesh and collaborating institutions
For Transfer of Proprietary materials**

This agreement is between National Institute of Technology, Arunachal Pradesh (the provider organization) and/or provider scientist(s) [name(s)], jointly called the first party, and the recipient scientist(s) [name(s)] of organization _____ (the recipient organization), the second party. The Material that is covered by the agreement includes _____

_____ (description of the material) which is considered as proprietary material of the provider/First Party. The provider scientist and Provider Organization shall be free, in their sole discretion, to distribute the Materials to others and to use it for their own purpose without in any manner diluting the proprietary values attached to such material being the purposes of this Agreement.

In response to the second party's request for Material, both the parties agree to the following before second party receives the Material:

(1) The Material shall be used by _____ (recipient scientist) working at _____ (recipient organization) in research to study _____ (description of work). The material will be used for teaching and not-for-profit research purpose only and not for use in any product or process for profit-making commercial purpose. The material is provided at no cost or with a nominal fee of Rs. _____.

(2) Neither the Material nor this material treated by any means will be used in human subjects.

(3) The Second Part/Recipient shall accept and use the material solely and exclusively for the purposes directed by the First Party/Provider for the purpose as may be agreed upon in writing and that the Second Party/Recipient agrees to the Proprietary nature of the material supplied vesting upon the First Part/ Provider and agrees to keep the material and use the material to continue to maintain such proprietary values vesting in favour of the First part/Provider and such access to the material as herein will never entitle the Second Part /recipient to claim any rights thereon and/or publish and/or in any way dilute the proprietary values attached to the material and in favour of the first part/provider and continue to maintain the same confidential and of proprietary values during the use for the present purposes and even thereafter.

(3) The second party/Recipient shall ensure not to distribute, release or disclose the Material to any person or entity other than laboratory personnel under recipient scientist's direct supervision or otherwise, and the second party must undertake to ensure that no one will be allowed to take or send Material to any other location unless written permission is obtained from the first party.

(4) The second party is not allowed to have a third party analyze such tangible products or materials obtained from the first party without written and specific authorization from the first party.

(5) The second party will give a brief description of its research program and the nature of usage of the material to the first party. The second party will acknowledge the first party before any publication or presentation based on research results with supplied material.

(6) The second party will return all unused material immediately at the request of first party.

(7) The second party agrees to use the Material in compliance with all applicable statutes and regulations. The material may have hazardous properties. The providers make no representation and extend no warranties of any kind, either expressed or implied. The second party assumes all liability for claims for damages which may arise from the use, storage or disposal of the Material. However, the first party will be liable to the second party when the damage is caused by the gross negligence or wilful misconduct of the first party.

**This agreement is signed on _____ between:
NIT, Arunachal Pradesh Organization:**

(Name of signatory)

(Name of signatory)

Designation: Dean R&D
Address: National Institute of Technology
Arunachal Pradesh - 791112

Designation
Address

1. FORMS FOR PATENT-RELATED APPLICATIONS

FORM NO. NITAP/PAT FL

NATIONAL INSTITUTE OF TECHNOLOGY ARUNACHAL PRADESH

REQUEST LETTER FOR PROVISIONAL PATENT FILING

I [Name] working As.....
[Designation] in Department of

.....claim to have worked on a new and inventive technical advancement which I believe would have potential to be covered under patent exclusivity in keeping with the Institute IP Policy and wish to inform on the following to the Institute for consideration of my proposal:

Titled:;

Brief description on Nature of the advancement with support on the claimed Novelty along with Search Reports in the related field

Expected commercial utilities of the advancement:

The advancement is under project which is (A) Institute Resource Based solely or (B) funded wholly by external sources OR Both

I state that my proposal is:

1. In keeping with the terms and conditions of Institute IP policy;
2. Is not volatile of any other contract or agreement in case the Institute finds relevant to take forward my proposal for patenting under the IP Policy guidelines;
3. Shall maintain the advancement confidential and make no public disclosure until the same is evaluated by the Institute IPC and am allowed to go for publications;
4. Am ready to provide any additional technical and/or formal details as may be required by the Institute and shall always keep the Institute informed about any disclosure and/or commercialization efforts pursued by me on the subject proposal through third parties and
5. Shall agree to all terms and conditions of the Institute I Policy which shall apply to my proposal and its related proprietary contents.

.....

Signature with Date and Name in
Capital



FORM NO. NITAP/APP D

To
Dean (R&C)

NATIONAL INSTITUTE OF TECHNOLOGY INTELLECTUAL PROPERTY
DISCLOSURE FORM

1. APPLICANTS:

- (a)
- (b)
- (c)

(Relevant Moue / 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. DECLARATION ON CONFIDENTIALITY AND NON PUBLICATION:

NO PUBLICATION AS ON DATE:

IF PUBLISHED DETAILS OF PUBLICATION AND DATE OF PUBLICATION:

**6. INSTITUTE FUNDED/THIRD PART FUNDED /INSITUTE AND THIRD PARTY BOTH
RESOURCES INVOLVED:**

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

7. STATUS OF THE TECHNICAL ADVANCEMENT ON THE DATE OF MAKING THE REQUEST:

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. INVENTION DISCLOSURE:

- (a) Field of Application
- (b) Background Art- Problems of the Known Art
- (c) Details of how the existing problem is addressed;
- (d) Discussion on various embodiments illustrating the claimed advancement;
- (e) What is the common inventive combination required for working the advancement as per the various embodiments of the advancement
- (f) What are the basic essential constitutional features/ combination/critical parameters without which the advancement is not workable;
- (g) Comparative trials as may have been run to confirm that the advancement tackles the problems of the existing art
- (h) Identification of features which according to the Creator needs exclusive coverage under patent rights

10. DETAILS OF PARTIES WHO MAY BE INTERESTED IN THE ADVANCED 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



NATIONAL INSTITUTE OF TECHNOLOGY

REVENUE SHARING AGREEMENT FORM

I/Weof the Department of....., National Institute of Technology, AP being the main inventor/ inventors of the invention titled '.....under their Application No....., do hereby agree to abide by the revenue sharing clause(..) of the IPR Policy .

Name(s) of the main inventor/Inventors

..... Signature(s)

..... Date:

.....

Place.....

NATIONAL INSTITUTE OF TECHNOLOGY ARUNACHAL
PRADESH INSTITUTE

APPROVAL TO A PATENT/IP APPLICATION

I/Weof the Department of....., National Institute of
Technology AP, being the main inventor/ inventors of the invention titled
'.....under their
Application

No....., do hereby agree to abide by the revenue sharing clause(
.. of the IP Policy.

Name(s) of the main inventor/Inventors

Signature(s) Date:
.....

Place.....

APPROVAL

It is hereby notified that National Institute of Technology AP after perusing through
the prospects of IP coverage of the patent proposal in Form ... submitted on Is
pleased to hereby give approval to the processing of patent application on
The invention entitled
.....under
ApplicationNo.....by the main
inventor.....of the Department of
....., National Institute of Technology AP.

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