

# **POLICY FOR INTELLECTUAL PROPERTY RIGHTS**

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## **Introduction**

DIT University, Dehradun recognizes the importance of innovations, research, and findings translating them into products, processes and services for commercial benefits through Intellectual Property Right (IPR) protection. In order to achieve this, Intellectual Property Rights Policy Document (hereinafter referred to as the Policy) of the DIT University, Dehradun was developed. It includes proper guidance to faculties, staff, students, scholars, and others on the practices and the rules of DIT University, regarding intellectual property rights (IPR) and obligations which include the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements. The IP policy includes two primary sub policies- one relating to the inventions/innovations and the other related to the expressions of these inventions/innovations. Forms consisting detail of sub processes, situations and documentation was included as part of implementation of this policy.

## **Objectives**

- To provide guidance to the students regarding the ongoing/future projects, or Idea.
- To provide guidance and consultancy to the students during their research to pursue their projects in the direction of Patent/ IPR.
- To encourage faculty members and students to engage in applied innovative research and development of products/process that can be transferred to the benefit of society at large.
- To enable the transfer of these innovations to application for public benefit and commercial use, through transparent operations.
- To provide incentives to the faculty and students to participate in the creation of inventions, IPR protection and commercial licensing activities.

## **Functions**

- To create an awareness about IPR for faculties and students of the DIT University.
- To impart training on future endeavours regarding patent filing processes.
- To conduct workshops, seminars and training course on IPR.
- To promote better understanding of IPR and to identify more IPs

## **Responsibilities of Faculty, Students and Supporting Staff**

- As per IPR Policy inventors are full partners in the IPR protection and commercialization processes, including but not limited to exercising the following responsibilities:
- Proper documentation of research data and record keeping at departmental level shall be enforced by Head of Departments and Identify to the IPR Cell those applied research developments which may have practical benefit to the society.
- It will be per-requisite for faculty members/students to do IPR search while preparation of projects/synopsis in order to generate quality research products. Before submission/disclosure of results or go for publication, they will also see the patentability aspects of their work.
- Patent /protection is granted if the information is not in public domain.
- Cooperate with the IPR Cell in documenting Inventions on forms prescribed by funding agencies and made available by the IPR Cell.
- Cooperate with the IPR Cell in drafting the patent applications to be filed with the competent government agencies.

- Cooperate with the IPR Cell in identifying personal and corporate contacts in the private sector that would be candidates for licensing of disclosed Inventions.
- Cooperate with the IPR Cell in completing intellectual property reports to funding agencies.
- Serve as a technical resource to the IPR Cell in the process of negotiating a license agreement for a respective Invention.

### Definitions

The intellectual properties can be broadly categorized under these terms:

- Patent:** is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something, or offers a new technical solution to a problem.
- Copyright:** is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings.
- Trade/Service mark:** means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colours.
- Industrial Design:** means only the features of shape, configuration, pattern, ornament or composition of lines or colours applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.
- IC Layout Designs:** means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.
- New Plant Variety:** a plant variety that is novel, distinct and shows uniform and stable characteristics.
- Biotechnology Inventions:** include recombinant products such as vectors, nucleotide sequences and micro-organisms.
- Traditional Knowledge:** The knowledge developed by the indigenous or local communities for the use of a natural resource with respect to agriculture, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.
- Geographical Indications:** means an indication which identify such goods as agricultural goods, natural goods as originating or manufactured in the territory of a country or manufactured in the territory of a country or a region or locality in that territory where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin and in case where such goods are manufactured one of the activities of either the production or of processing or preparation of the goods concerned takes place in such territory, regions or locality as the case may be.

### IPR Committee, IT University, Dehradun

This committee will be constituted for matter related to IPR policy implementation, approval and resolution of dispute.

S.No	Members
1	Vice-Chancellor
2	Pro Vice-Chancellor
3	Dean, Research and Consultancy
4	Dean, Academics Affairs
5	Director, CIIES

6	Head, CIIES
7	Head, IPR and IIC
8	Respective Departmental/Faculty Representative
9	Outside IPR experts
10	Industrial/ Alumni IPR Experts
11	Legal Representative

## DESCRIPTIONS

### Inventions

#### *Applicability & Requirements*

Evaluation of academic work associated with IP creation will be subject to DIT University norms as applicable from time to time. Any agreement with an external agency, which requires delay in public disclosure for the purpose of IP protection, should usually not have effect for longer than three months from the time of notification by DIT University, Dehradun to the said agency. Invention Disclosure Form with suitable write up need to be submitted to the IIC by personnel of DIT covered under this policy.

#### *Relevant inventions and Ownership*

Under this, title to such inventions including software where applicable, designs and integrated circuit layouts and patentable subject matter that are created in DIT University, Dehradun with the use of significant DIT University, Dehradun resources are assigned to and owned by DIT University, Dehradun, regardless of the source of funding, if any. All inventors / creators are required to ensure that an inventor's agreement form is filled at the time of submission of an invention disclosure to DIT University, Dehradun. This agreement would among other aspects, include ratio of sharing any revenue received from commercialization of the said technology amongst the DIT University, Dehradun inventors / creators. Absence of such an agreement will be considered as equal sharing amongst the DIT University, Dehradun inventors / creators.

#### *Ownership exemption*

- The possibility of exemption to ownership is given in the following cases and DIT University, Dehradun reserves the right to revise these exemptions on a case to case basis.
- If the inventor / creator is not related with DIT University, Dehradun. If the inventor / creator has not used significant resources of DIT University, Dehradun.
- If DIT University, Dehradun is not interested to take forward the disclosed invention / creation towards IP protection or through prior specific agreement.
- In case of DIT University, Dehradun not protecting an IP, the inventor(s) / creator(s) are provided with the permission to protect the same in countries of their choice.

#### *External Funded / Collaborative Development*

For the relevant invention(s) including software, designs and integrated circuit layouts, produced during the course of a sponsored and / or collaborative activity (internal / external), specific provisions related to IP made in contracts governing the collaborative activities are to be referred along with this policy. Cases where confidential data and results are to be used by the Institute for its academic and research work, exclusive access to the relevant project members have to be provided. Relevant faculty, students and researchers who would contribute in such projects are to be duly notified of potential delay in approval for publication, academic and research related activities before accepting such

project proposals. Based on such agreements as signed by DIT University, Dehradun, the following scenarios are envisaged:

- DIT University, Dehradun is the sole owner of the IP generated from the funding provided.
- The IP generated is owned jointly with the collaborative partner having the first rights of refusal towards commercialization.
- In the case of a collaborative / multiple consortium-based IP generation, the IP terms of such agreement is to be considered along with the policy. In the absence of any specific IP agreement in such cases, DIT University, Dehradun follows its IP policy.
- DIT University, Dehradun can assign the IP generated, to the funding agency based on the nature of the technology, funding and specific applications.

Under all circumstances, DIT University, Dehradun always reserves the right to use the IP generated for its academic and research purposes.

#### *Design Rights*

The design right for a created component (physical or graphic, any dimension) follows the IP inventions policy as indicated in this section.

#### *Trade Mark(s) / Service Mark(s)*

Logo of DIT University, Dehradun would be the trademark of the DIT University. It is to be noted that the logo of DIT University, Dehradun cannot be used for personal communication by any personnel. Official activities of DIT University, Dehradun can be utilized DIT logo and not limited to web pages, websites, projects, reports, publications, promotions advertisement, student thesis and other relevant activities. The usage of the DIT University, Dehradun logo to any other purpose, with due approval of DIT University, Dehradun can be considered after explaining suitability of reasons. Further any application to creative trademark/service mark can be considered after due approval of committee.

#### *Material Transfer Agreements (MTA)*

This agreement is relevant to any such activity, which requires a physical material access for innovation and research. DIT University, Dehradun follows a material transfer agreement aligned with its academic needs for innovation and research. The MTA is used for both DIT University, Dehradun to provide a material (typically biological) to any other external party and also to request any material from external agency. Such agreements are to be finalized in consultation with committee constituted by Honourable Vice Chancellor, Registrar including Head, IPR Cell, DIT University, Dehradun for all materials transferred to and from external agencies.

### **Expressions**

#### *Applicability & Requirements*

This policy is applicable to all DIT University, Dehradun personnel as defined in the overall IP policy and their range of activities during their engagement with DIT University, Dehradun such as, but not limited to, teaching, research, distance education, continuing education, consultancy, sponsored work, collaborative activity (internal and external), Institute designated or sponsored work (academic, cultural) and the range of creations includes copyrightable works and related necessary confidential information. This sub policy is limited to the literal component of any deliverable and patentable / inventions- related content will be under the purview of the IP inventions policy. As an example, thesis under the copyright policy of DIT University, Dehradun refers only to the literary work of thesis. Evaluation of academic work associated with IP creation will be subject to Institute norms as applicable from time to time. Any agreement with an

external agency, which requires delay in public disclosure for the purpose of IP protection, should usually not have effect for longer than three months from the time of notification by DIT University, Dehradun to the said agency.

#### *Relevant creations and ownership*

Title to such creations including literary works, software, music, cinematography, sound and other rights covered under the Copyright Act of India, 1956 and amendments thereof, where applicable, that are created in DIT University, Dehradun with the use of significant DIT University, Dehradun resources under this policy are assigned to and owned by DIT University, Dehradun. DIT University, Dehradun is the owner to the administrative and other documents created as part of designated work. Examples include course outline documents, question papers, answer sheets, grade ranking sheet, and other such creations. All the creations are required to ensure that the inventors agreement is filled at the time of submission to DIT University, Dehradun. This agreement would among other aspects, include ratio of sharing of any revenue received from commercialization of the said creation. Absence of such an agreement will be considered as equal sharing amongst the creators.

#### *Ownership exemptions*

Exemption to ownership is given in the following cases and DIT University, Dehradun reserves the right to revise these exemptions on a case to case basis. Copyright being present by default on any material being created, the policy provides the following ownership exemptions to the various creations that occur as part of DIT University, Dehradun personnel activities. The copyright ownership is treated separately for the various creations identified.

#### *Teaching / Course material*

- DIT University, Dehradun acknowledges that the author is the owner of teaching materials created for teaching purposes during authors engagement with / stay at DIT University, Dehradun.
- As most of the course content is created cumulatively and in order to enable a wider usage and distribution of the teaching materials created, DIT University, Dehradun by default gets a license to the copyright and all other rights of the content created by the creator for fair dealing under academic and research context.
- DIT University, Dehradun is not liable for any of the copyright violations by its personnel for the content created. The author is expected to carry out due diligence in the course of content creation.

#### *Continuing Education Programme (CEP)*

CEP course materials and academic course materials have different copyright clearances.

- The content and the materials created will be owned by the course creator. Note that that the course creator, course instructor and course coordinator could be the same individual or independent.
- The course creator is expected to get the relevant copyright clearances for the course materials used.
- DIT University, Dehradun owns the course structure, course outline and promotional materials created for any of the CEP courses for any application or use.
- DIT University, Dehradun is not liable for any of the copyright violations by its personnel for the content created. The author is expected to carry out due diligence in the course of content creation.

#### *Quality Improvement Programme (QIP)*

Copyright of QIP course materials will be governed by the rules of the QIP scheme. In absence of any specific guidelines in this regard, the CEP policy will be applicable.

#### *Thesis*

The student is the original creator of the thesis, fine-tuned with relevant contribution of the supervisor(s) and the copyright authorship rests with the student creator.

- The ownership is jointly held by the student creator and the supervisor(s) concerned. The supervisor(s) can waive off their joint ownership if desired. Relevant forms will be made available for such waivers.
- The supervisor(s) is required to sign off at the time of the thesis submission, indicating the commercial / potential commercial / no commercial value of the work concerned.
- DIT University, Dehradun reserves the right to identify potential IP generated through the submitted thesis and protect such identified IP before displaying the thesis in public domain. DIT University, Dehradun gets a non-exclusive, non-commercial license for the display and use of the thesis for academic and research purposes.
- In the case of a thesis resulting from external funding, the joint ownership of the thesis extends to the external supervisor(s). Pending any specific agreement, the IP and Copyright policy of DIT University, Dehradun will be applicable by default in such cases.
- Both the student and the faculty supervisor(s), where applicable, have the right to first refusal for any further adaptations and other derivative work that is intended to be done by either of the parties. They are given three months time from the day the official request submitted, to exercise their right to refusal. The official request should include at the minimum the adaptations identified.
- Failure to respond within the time duration of three months will be deemed to be an acceptance of the proposal presented. Either party can approach DIT University, Dehradun towards the resolution. The Vice Chancellor of DIT University, Dehradun authorizes the formation of a panel under the resolution process including IIC, Head.
- Irrespective of any agreement, DIT University, Dehradun reserves the right to use the thesis for educational and research requirements. DIT University, Dehradun may not prefer the use of non-disclosure agreement (NDA) for its thesis evaluation.
- DIT University, Dehradun gets an automatic right to display the thesis in soft and hard forms.

#### *Books, articles and related literary works*

DIT University, Dehradun does not claim ownership of copyright on books authored by DIT University, Dehradun personnel. In cases where the books are related to the multiple research groups / faculty teaching the course in the Institute, it is expected that the interested author shall get the relevant no objection certificate from co-authors / other contributors.

- Use of DIT University, Dehradun logo on any personal publications by the faculty / staff / student is prohibited.
- In cases of Institute designated works and other works like the content development programme, the ownership rests with DIT University, Dehradun.
- Students who wish to publish their thesis, prior to submission for an academic degree, as a book or any other type of publication are required to seek a prior written approval from DIT University, Dehradun.

#### *Ownership*

The IP policy has to be accepted by all DIT University, Dehradun Personnel. DIT University, Dehradun owns all the Intellectual Property (IP) that is produced by all DIT University, Dehradun personnel. DIT University, Dehradun reserves the right to apply for IP protection in India / throughout the world / specific countries for suitable protection of the IP generated.

#### *Disclosure*



DIT University, Dehradun 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. DIT University, Dehradun identifies the relevant statutory and other mechanisms not limited to Patent, Copyright, Trademark, Design Rights, Integrated Circuit, Plant Varieties and rest towards registration. Disclosure enables prompt action by DIT University, Dehradun to appropriately protect and disseminate the research activities occurring at DIT University, Dehradun.

### *Conflict of Interest*

The inventor(s) are required to disclose potential conflict of interest while undertaking any IP related activity. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and / or their immediate family have in the company. An DIT University, Dehradun license to a company in which the inventors also have a stake and management role shall be subject to the approval of the Vice Chancellor, Registrar and Head, IIC of DIT University, Dehradun taking the above consideration into fact. All DIT University, Dehradun Personnel shall be bound by the conflict of interest related policy / guidelines of DIT University, Dehradun as applicable from time to time.

### **Licensing and Agreements**

The licensing is done by DIT University, Dehradun through Industrial Research and Consultancy Centre (IRCC), which handles the evaluation, marketing, negotiations and licensing of the entire institute owned IP In certain cases, DIT University, Dehradun might use the services of a third party for licensing the technology developed, under mutually agreed terms and conditions with such party, within the framework of the DIT University, Dehradun IP Policy.

### *Licensing Types*

The type of license provided will depend on the nature of the invention / innovation. DIT University, Dehradun, encourages non-exclusive licensing towards wider deployment of innovations being developed at the Institute. Under certain exceptions, DIT University, Dehradun might consider exclusive licensing. In case of platform wide use of inventions / innovations and or where significant resources / effort have to be invested by the licensee in using the IP, the Institute might consider providing an application and / or region specific or a full-scale exclusive license. Due diligence, not limiting to business plan, business model, milestones and usage plan of the IP in discussion and other relevant information as required, would be undertaken, in order to determine the type of licensing to be provided. Licenses are provided to a company and not to an individual. License may be limited to that particular IP in discussion and not to its enhancements or modifications. Licenses provided are subject to periodic review including the working status and accessibility / availability of the IP used. Based on the review of the licensing activities, DIT University, Dehradun reserves the right to extend, modify or terminate the type of existing license provided.

### *License Exemptions*

In case of both the inventor(s) and external party(ies) requesting for the license of the same DIT University, Dehradun owned IP at the same time, preference for licensing may be provided to the inventor(s) based on the nature of technology amongst other considerations. Irrespective of the license provided, DIT University, Dehradun retains the right for research exemption and experimental use for patents, design rights and under fair use of copyrights and trademarks on an institute wide perpetual license towards its basic objective of academics and enhancing research. This will include the right to publish, use of technical data, the method, product and related services that has resulted from earlier research which has been licensed for the activities mentioned earlier. In the case of inventions by its faculty /

students / research scholars / other DIT University, Dehradun Personnel under lien / sabbatical / visit / internship, DIT University, Dehradun exercises the right to the access of such IP created for the sole purpose of academic work and research under research exemption and fair use, being conducted within its jurisdiction. The stakeholders are encouraged to disclose the invention through appropriate invention disclosure form (IDF) of such developments during their external stay.

### **Technology License / Transfer Options**

DIT University, Dehradun recognizes the inventor(s) / creator(s) as a key component for successful commercialization process. DIT University, Dehradun shall use the following options to utilize the IP generated. Licensing may be made either directly to third parties or through incubation or through licensing agents. It is to be noted that the IP generated would preferably be licensed and not assigned. Any licensing done by DIT University, Dehradun will be on an as is where is basis. Technology licensing: This would be as per the current policy and revenues earned will be shared with the inventor(s) in a 70:30 ratio. The 70% due to the DIT University, Dehradun inventor(s) will be distributed as per the separate inventors. Agreement entered into between the inventors. In the case of multiple DIT University, Dehradun inventors, the default inventors, royalty share is done on an equal basis in the absence of an alternate revenue sharing agreement. Preferred mode is Non-Exclusive licensing. Exceptions to this will be based on the funding of the project and any other relevant requirements. Exclusive license will be subjected to periodic review of license not limiting to usage status, application and / or region specific, royalty generation for continuing such license agreement.

### **Commercialization of Institute-owned IP**

Commercialization through licensing of rights by the DIT University, Dehradun need to be obtained. All expenses for obtaining and maintaining statutory rights owned intellectual property will be borne by the DIT University, Dehradun. The DIT University, Dehradun will take steps to commercialize all DIT-University owned property according to the time schedule outlined below:

#### *Date zero*

The creator discloses the nature and particulars of the intellectual property they have created to the Institute in the prescribed disclosure form.

#### *Zero plus one hundred eighty days (six months) or earlier*

If the property is found to be assignable to the Institute and the DIT University, Dehradun wishes to own the property as per section 5.3 (a), the Institute files the patent, or proceeds directly for commercialization through confidentiality agreements with third parties, whichever is practicable. The creator should provide all necessary data and documents for filing the patent within 15 days of the notice served by the Institute intimating its 10 decision to patent. Should the DIT University, Dehradun fail to inform the creator of its decision within the said deadline, the creator, without encumbrance, will hold the rights of the intellectual property.

#### *Zero plus five years*

DIT University, Dehradun reviews the situation if the intellectual property has been commercialized, the subsequent cost of maintaining statutory protection will be met through receipts from the licensee. If the property has not been commercialized, all rights and responsibilities in it will revert to stand a good chance of being commercialized within the next year, in which case the DIT University opts to pay for another year of protection and retains the rights for that year.

### *Zero plus six years*

After the end of the sixth year, if the intellectual property is still not commercialized, all rights and responsibilities in the property will revert to the creator, subject to any contractual agreements with a sponsor, if any, and the DIT University, Dehradun shall no more be liable to pay for statutory protection of the property. At any time during the above process, the DIT University, Dehradun will have the right to revert the rights in the intellectual property to the creator at a mutually agreeable date with notice of three months of its intention to do so. The following guidelines should be followed when dealing with confidential information in the context of third parties such as commercial organizations:

- The amount of information given to prospective licensees before the signing of any confidentiality or secrecy agreement should in no case exceed or fall outside that which is set out in the Technology Profile Form for any particular intellectual property.
- When a third party is interested in commercializing an item of intellectual property on offer after inspecting the relevant Technology Profile, they may apply on the prescribed form and with the deposition of the required fee for transfer of the technology. They will be required to demonstrate their capacity to commercialize the technology to the Institute's satisfaction. The Institute will then require the third party to sign contractual confidentiality or secrecy agreements undertaking to maintain the confidentiality of all information disclosed, before any further disclosure is made. The format of the Bilateral Secrecy Agreement, should be followed.
- Third parties must obtain express authorization writing from the Institute to commercialize/exploit the intellectual property. Confidentiality agreements will continue in force even if the commercialization process is aborted at any stage. However, it is recommended that no disclosure should be made if there is any doubt as to the outcome of the commercialization process.
- If running royalties are to accrue to the Institute and the creator, the licensees must be bound by their contract to take adequate measures to protect that matter from becoming known to others through the licensee's practice, and thereby made available to others whose activities may adversely affect royalty returns.
- Access to areas where Institute-owned intellectual property including confidential information is made available, seen or used, and to confidential documents, records, etc. is to be limited only to those who are creators or are bound by confidentiality agreements.

### **Dispute Resolution**

In case of any disputes between DIT University, Dehradun and the inventors / creators regarding the implementation of the IP policy, the aggrieved party may appeal to the respective committee of IPR of DIT University, Dehradun. Efforts shall be made to address the concerns of the aggrieved party through discussion by committee of experts.

### **Jurisdiction**

All agreements to be signed by DIT University, Dehradun will have the jurisdiction of the court in Dehradun and shall be governed by appropriate laws of India.

### **Product Ownership Rights for Technologies Developed at DIT University**

When DIT University facilities / funds are used substantially or when IPR is developed as a part of curriculum/ academic activity, IPR is to be jointly owned by inventors and the DIT University.

- A. Inventors and DIT University could together license the product / IPR to any commercial organization, with inventors having the primary say. License fees could be either / or a mix of
- Upfront fees or one-time technology transfer fees
  - Royalty as a percentage of sale-price

- Shares in the company licensing the product
- B. DIT University will not hold the equity as per the current statute, so DIT Incubation Foundation will hold equity on their behalf.
- C. If one or more of the inventors wish to incubate a company and license the product to this company, the royalties would be no more than 4% of sale price, preferably 1 to 2%, unless it is pure software product. If it is shares in the company, shares will again be 1% to 4%. For a pure software product licensing, there may be a revenue sharing to be mutually decided between the DIT Incubation Foundation and the incubated company.

On the other hand, if product/ IPR is developed by innovators not using any DIT University facilities, outside office hours (for staff and faculty) or not as a part of curriculum by student, then product/ IPR will be entirely owned by inventors in proportion to the contributions made by them. In this case, inventors can decide to license the technology to third parties or use the technology the way they deem fit.

The inventor (s) / creator(s) share would be declared annually (or as revenues are received) and disbursement will be made to the inventor (s) / creator(s), their legal heir, whether or not the inventor (s) / creators are associated with DIT University, Dehradun at the time of disbursement. The revenue sharing ratio between the inventor/inventor team and DIT University, Dehradun will be a fixed 70:30 in favour of the inventor team. However, any initial cost born by applicant is reimbursed by DIT University, Dehradun within 90 days.

When applicant of patent is DIT University, then patent fees is born by DIT University. However, if, applicant is other than university, then applicant of patent is responsible for any of the fees. Further, any patent born by joint research through collaboration, will sign a mutual agreement of understanding with prior discussion on each aspect.

If there is a dispute in ownership, IPR committee including minimum five member committee consisting of two faculty members (having developed sufficient IPR and translated to commercialization), two of the DIT University industry experts / alumni (having experience in technology commercialization) and one legal advisor with experience in IPR, will examine the issue after meeting the inventors and help them settle this, hopefully to everybody's satisfaction. DIT University can use alumni/ faculty of other institutes as members, if they cannot find sufficiently experienced alumni / faculty of their own.

DIT University Centre of Innovation or Technology Business Incubator will only be a coordinator and facilitator for providing services to faculty, staff and students. They will have no say on how the invention is carried out, how it is patented or how it is to be licensed however in specific case, clarifications can be sought. When DIT University is paying for patent filing, University will constitute a committee which can examine whether the IPR is worth patenting. The committee should consist of faculty who have experience and excelled in technology translation. If inventors are using their own funds or non-university funds, then they alone should have a say in patenting.

DIT University decision-making body with respect to incubation / IPR / technology-licensing will consist of faculty and experts who have excelled in technology translation.

Interdisciplinary research and publication on startup and entrepreneurship will be promoted by the DIT University.

CENTER FOR INNOVATION, INCUBATION, ENTREPRENEURSHIP AND STARTUPS  
DIT UNIVERSITY, DEHRADUN, UTTARAKHAND, INDIA

INTELLECUAL PROPERTY RIGHT

For Office Use Only

Ref. No: \_\_\_\_\_

Date Received: \_\_\_\_\_

Date Approved: \_\_\_\_\_

Invention Disclosure Form

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*\*Please complete the questions on this form send the softcopy and hardcopy of this form to the IIC, DIT University, Dehradun*

*\*If there is no answer to a question, please write in "N/A" or "Not Applicable".*

*\*You may forward an electronic version to [edcell@dituniversity.edu.in](mailto:edcell@dituniversity.edu.in) but a signed, witnessed hard copy is important.*

**1. Title of the Invention**

**2. Details of Inventor:**

Full Name:

Title and Department

Affiliation(s):

Citizenship:

Address:

Phone No.:

E-Mail Address:

Nature of Contribution:

**3. Details of Co-Inventor:**

Full Name:

Title and Department

Affiliation(s):

Citizenship:

Address:

Phone No.:

E-Mail Address:

Nature of Contribution:

4. **State the problem or problems that motivated or required a solution provided by this invention:**
5. **Abstract of the Invention (Max 250 words)**
6. **Please provide a short explanation of how this invention solves the problem(s).**
7. **List out the known ways about how others have tried to solve the same or similar problems? Indicate**
8. **In addition, please identify any prior art documentation or other material that explains or provides examples of such prior art efforts.**
9. **Detail Description of the Invention (max. 1500-3000 words)**  
(This description must provide clear detail on every aspect of the invention. Please provide a description of the invention in the space provided below or as an attachment. While you may attach and reference a supporting manuscript(s) or other information, This description may, when required, be provided to sponsoring agencies and thus needs to be sufficiently detailed so that the sponsoring agency can understand the aspects of the invention listed above)
10. **New Features / Novelty of The Invention (max 500 words)**  
(Please provide the novelty and non-obviousness related to the invention in this section)
11. **Objectives and Commercial Aspects related to the Invention**  
Objectives:  
Commercial Aspects (max 350 words):
12. **Are there alternative ways of implementing your invention that are different from what you have disclosed? Specifically, if someone knew of your solution to the problem you solved, would it be easy for them to come up with an alternative solution to the same problem that did not include your invention? Please explain:**
13. **Describe the Invention In terms of Drawings and Figures**
14. **Funding / Grant Received For The Invention**  
(Mention the source of Funds obtained in this regard; Describe the details of the agreements made in this regard; If this is sponsored research then describe the details of the sponsor and sponsorship here)
15. **Claims of Invention**

**FOR APPLICANTS ONLY**

**Signature of Inventor Signature of Co-Inventor (if any)**

Name: Name:

Designation: Designation

Department: Department:

Mob.: Mob.

**FOR IPR OFFICIALS ONLY**  
**(For Further Recommendation)**

Signature of IPR CO-coordinator of DIT University\_\_\_\_\_

Signature of Director CIIES\_\_\_\_\_

Signature of Vice-Chancellor\_\_\_\_\_