



TRIPURA UNIVERSITY

(A Central University)
Suryanaminagar-799022

Research & Innovation Policy

2015 – Present

To request an official copy of this policy, contact

The Office of the **Research and Innovation Cell**
Tripura University (A Central University)
Suryamaninagar-799022, Tripura, INDIA

RESEARCH ADMINISTRATION POLICY

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Help to Access Various Forms of R & I Policies, TU

| Who will fill the Forms | Forms Description | No. of Forms [click to open] | Purpose |
|---|--|---------------------------------|---|
| Faculty member (any)/ Non-teaching Staff/ Ph.D. Scholars/Students Participating any Research Activity at TU | Intellectual Property Agreement with all academic staff of TU. | TU/IPR/1 | Any kinds of Intellectual Property Creation. |
| | Invention/Technology Development Disclosure [Mandatory Disclosure Form] | TU/IPR/2 | Any kinds of Invention and Technology Development |
| | Confidentiality Agreement | TU/IPR/3 | Agreement between Inventor/s and TU |
| | Authorisation certificates to tripura university / Collaborative Organisations by authors (employee) for IPR Protection | TU/IPR/5 | Authorisation certificates for IPR Protection |
| | Tripura University Ownership Right Waiver Application | TU/IPR/11 | TU waives its ownership right in technology / IPR |

Any kinds of IPR

| Who will fill the Forms | Forms Description | No. of Forms [click to open] | Purpose |
|--|---|---------------------------------|---|
| Faculty member (any)/ Non-teaching Staff/ Ph.D. Scholars/Students Participating any Research Activity at TU Forms of TU | Provisional Patent Application Form | TU/IPR/15A | Patent Application |
| | Specifications for Provisional Patent | TU/IPR/15B | Provisional Patent |
| | Mutual Secrecy Agreement | TU/IPR/18 | Agreement for Confidentiality |
| | Patent Application Assessment | TU/IPR/4 | For Patent Assessment |
| For Patents Application <div data-bbox="71 927 556 1000" style="border: 1px solid black; padding: 2px; display: inline-block;"> [Fees of Patent Filling] </div> | Application for Grant for Patents | Form-1 | Patent Application as per Patents Act, 1970 |
| | Provisional/complete Specifications | Form-2 | Provisional Patent as per Patents Act, 1970 |
| Mandatory Forms of IP Office (Offline), India <small>(Click to open Patents Act, 1970)</small> | Statement and Undertaking Under Section 8 | Form-3 | Statement and Undertaking Form as per Patents Act, 1970 |
| | Declaration as to Inventorship | Form-5 | Declaration by Inventor/s |
| | Request for Publication | Form-9 | Publication for Official |
| | Request for Examination | Form-18 | For Examination of IPR |

| Who will fill the Forms | Forms Description | No. of Forms [click to open] | Purpose |
|---|--|---------------------------------|--|
| Faculty member (any)/ Non-teaching Staff/ Ph.D. Scholars/Students Participating to create A Copyrightable Material | Application for copyright registration of in-house developed Technical/ professional/scientific /artistic work | TU/IPR/6A | Any kinds of Copyrightable Material |
| | Evaluation of technical / work for Copyright Registration | TU/IPR/6B | For Copyright Registration |
| | Authorisation to by Department / Center (Employer) Authors (Employees) for “Copyrighting Registration” | TU/IPR/8 | Authorisation Form |
| | Application for Registration of Copyright | TU/IPR/9 | For Copyright Registration |
| | Agreement for development of Education Course material in Electronic Form | TU/IPR/19 | For Education E-Course |
| | Summary of Instructional Material Information | APPENDIX – 1 | Instructional Material Information |
| | Copyright and Compensation Issues Discussions | APPENDIX – 2 | Copyright |

For Copyright

| Who will fill the Forms | Forms Description | No. of Forms [click to open] | Purpose |
|--|--|---------------------------------|---|
| Faculty member (any)/ Non-teaching Staff/ Ph.D. Scholars/Students Participating to create an In-House Software & Computer Programs | Application for enlisting of in-house developed Software/Computer Program in the ‘Software Bank’ of TU | TU/IPR/7 | Any kinds of Software /Computer Program |
| | Software Licence work Agreement (Research /Educational) | TU/IPR/10 | For Software Licence |
| | Software Ownership /Control Agreement (Student) | TU/IPR/13 | Software Ownership |
| Commissioned Works for All Employer of TU | Copyright Agreement Contract For Commissioned Work | TU/IPR/12 | Contract Agreement for Commissioned Work |
| | Work for Hire Agreement | TU/IPR/16 | For Hire Agreement |
| For Ph.D. Scholars/Students Who is submitting His/Her Theses OR Dissertations Work Under TU | Handling and Archiving of Theses and Dissertations (HATD) | TU/IPR/17 | For Master and Ph.D. Theses / Dissertation |

1. RESEARCH AND INNOVATION POLICY

1.1 PREAMBLE

The Tripura University (A Central University) is committed to excellence in research and innovations. The *Research Administration Policy* is to assist investigators, staff and students in identifying potential sponsors, locating and understanding the applicable policies and procedures, and understanding their responsibilities in the preparation of proposals and conduct of sponsored projects. Office of the Research and Innovation Cell of Tripura University serves as a liaison among investigators, all the Departmental administrations and funding agencies. Research and Innovation Cell (R&I Cell) staffs are delegated the responsibility to serve as the institutional official for the principal investigators of Tripura University and are responsible for the pre-award and post-award phases of funding proposals.

The cell has responsibility to provide guidance, support and resources to the researchers, innovators and creators in the Tripura University and facilitate protection and development of Intellectual Property (IP). In pursuing these objectives, the cell shall create awareness of the importance and role of IP Rights, provide guidance and help in seeking legal recognition of IP Rights and generate resources for creation and protection of IP.

1.2 THE PURPOSE OF THE POLICY:

DELETED BECAUSE OF REPETATION FROM PREAMBLE

1.3 DEFINITIONS:

(a) **“Administering Office”** means the academic division, department or unit in which dills with any kind of Policies and Acts declared by the University and properly excruciate in favour with Principal Investigator (PI) without any delay. If any negative impact of any Policies shall/may impose on the PI or funded project, the office must inform to the PI, after words warn and lastly implement the rules.

(b) **“Administrative Staff”** means the employees of the University, College, Department who are not members of the Teaching Staff.

(c) **“Author”** means any member of the University’s Teaching Staff or Administrative Staff, any student of the Tripura University and any visitor to the University, who has written or created a Work.

(d) **“Commercialize”** and **“Commercialization”** mean to make a Work available outside of the University on a for-profit basis, but does not include publication or distribution of conventional texts by a recognized university or other academic press.

(e) **“Computer Software”** means any set of instructions or statements, expressed, fixed, embodied or stored in any manner, which is to be used directly or indirectly in a computer to bring about a specific result.

(f) **“Copyright”** subsists in works mentioned in Section 13 of the **Copyright Act, 1957**. Copyright means the exclusive rights to do or authorise the doing of any of the acts in respect of a work mentioned in Section 14 of **Copyright Act, 1957**.

(g) **“Direct Costs”** means the costs of a project that can easily and accurately be identified as such. Examples include but are not limited to salaries, wages and benefits of research personnel, materials and supplies, travel, equipment and rental of space.

(h) **“Indirect Costs”** means the costs of a project that cannot be directly attributed to it, usually they are incurred for common to multiple projects, multiple researchers or multiple functions of the University. Examples include but are not limited to building use and depreciation, equipment depreciation, physical plant and maintenance (including utilities, hazardous waste disposal, and security), insurance, financial administration (including purchasing and accounting) and libraries.

(i) **“Instructional Software”** means Computer Software designed for instructional

purposes that provides for interaction with the user, or makes use of multimedia products, or both, and includes technology-enabled learning products in electronic format.

(j) **“Invention”** means a new product or process involving an inventive step and capable of industrial application, whether or not patentable.

(k) **“Inventive step”** means a feature of an invention that involves technical advance as compared to the existing knowledge or having economic significance or both and that makes the invention not obvious to a person skilled in the art.

(k) **“Inventor”** or **“Inventors”** means any person, including any member of the academic staff, librarian, administrative staff, postdoctoral fellow, visitor, student, or person holding an academic appointment at the University, who makes or develops an Invention using, in any way, facilities owned, operated or administered by the University and/or funds of, or funds administered by, the University.

(l) **“Intellectual Property”** includes patents, copyright, trademarks, trade secrets, designs, plant varieties and semiconductor integrated circuits layout design.

(m) **“Moral Rights”** means all of the Author’s rights to claim authorship and to protect the integrity of a Work under the Copyright Act, 1957 and applicable law.

(n) **“Net Revenue”** means the royalty, licensing and other income or equivalent financial return received from the commercialization of a work created with substantial use of University resources, less legal and other fees incurred directly in the process of establishing and maintaining the legal protection of those rights.

(o) **“Principal Investigator”** means the individual responsible for the intellectual leadership of a Research project.

(p) **“Research Agreement”** means an agreement entered into or proposed to be entered into by the University in respect of research and includes any sponsored research

agreement (proposed by sponsor agency, if any) and any agreement to provide or receive materials, information or data, or any other tools to facilitate research.

(q) **“Research”** means investigation or experimentation aimed to the discovery or interpretation of knowledge, systematic collection or revision of knowledge in light of new facts or theories, the development and application of methodologies to increase knowledge and the practical application of knowledge to specific problems or circumstances, as may be more particularly described in any guidelines issued pursuant to the Policy.

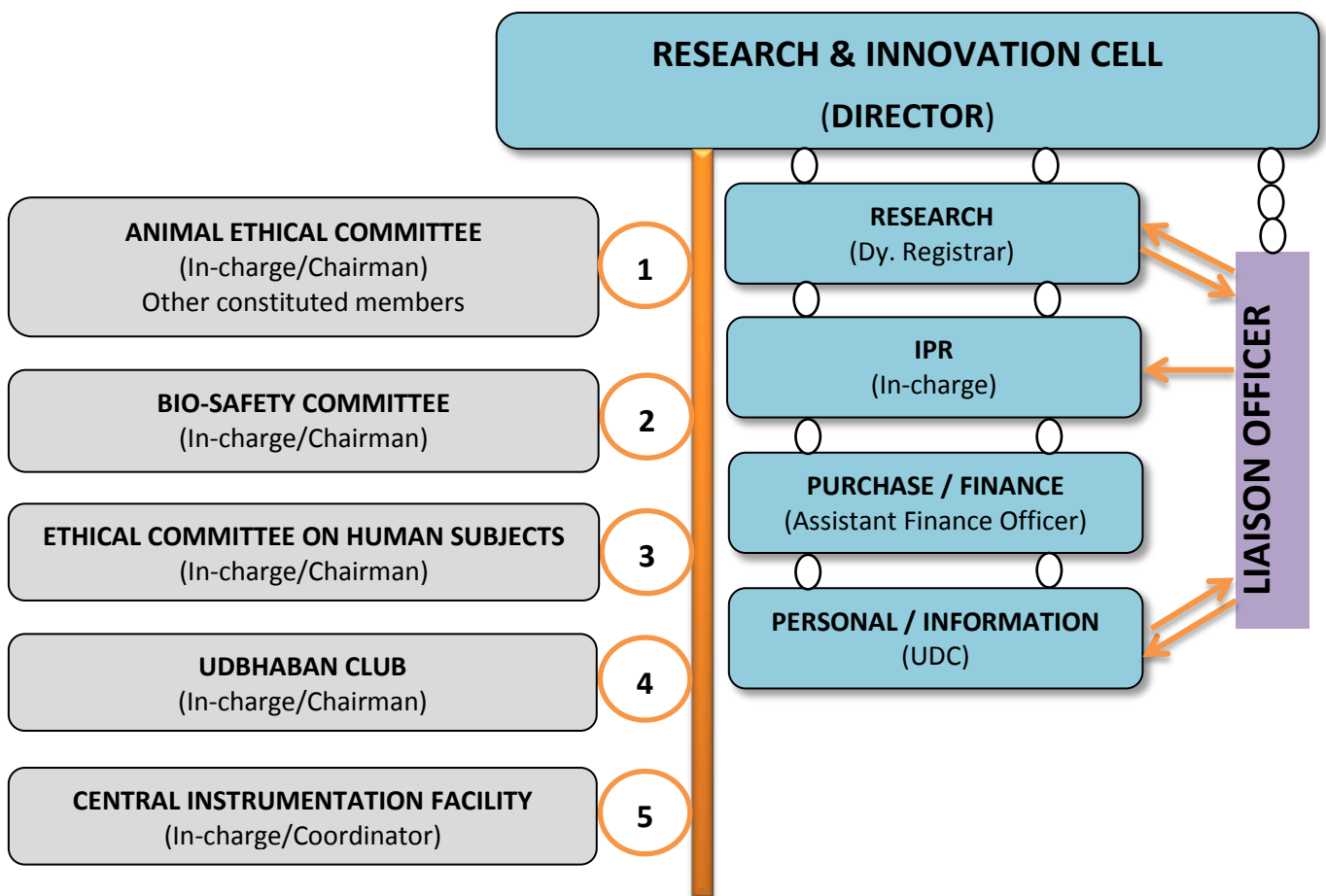
(r) **“Sponsored Research”** means Research undertaken or proposed to be undertaken using financial and/or other (e.g. in-kind) support, whether by participation in a competition, call for proposals, or pursuant any agreement or any kind.

(s) **“Substantial Use of University Resources”** means the extraordinary provision of resources by the University, which includes, without limitation: release time from regularly assigned duties where the primary purpose of this is the creation of a Work; direct discretionary investment by the University of funds or staff, or the purchase of special equipment for the creation of a Work; extraordinary use of multimedia production personnel and facilities; and, extraordinary use of computing resources. It would not normally include basic salary or the provision of overhead costs associated with the University’s administration of external funds.

(t) **“Teaching Staff”** means the employees of the University, University College, the constituent colleges and the arts and science faculties of the federated universities who hold the academic rank of professor, associate professor, assistant professor, full-time lecturer or part-time lecturer, unless such part-time lecturer is registered as a student, or who hold any other rank created by the University and designated by it as an academic rank.

1.4 ORGANIZATION CHART:

The organization chart shows the different autonomous sections (i.e. **Animal Ethical Committee, Bio-Safety Committee, Ethical Committee on Human Subjects, Udbhaban Club and Central Instrumentation Facility (Instead of Scientific officer, Two (02) Technical Assistant and Two (02) of junior Technical assistant will be placed in Central Instrumentation Facility)** and the constituted structure of the Research and Innovation Cell (R&I Cell). In absence of Director of the R & I cell, Registrar, TU will be the final signatory of the cell. Details given below:



1.5 ROLES AND RESPONSIBILITIES:

1.5.a The Research & Innovation Cell office is responsible for:

- Forwarding proposals to carry over the project (No Objection) for sponsored research on the behalf of the University, unless otherwise expressly delegated;
- providing the necessary support for the project (including administrative support, space and other necessary requirements as indicated in the proposal) and ensuring the sustained operation of the research infrastructure and assets management by the sponsor by including related operating and maintenance costs into planning and budget processes and documents;
- overseeing the administration of sponsored research funds in a restricted research fund throughout the terms of the sponsor's award;
- processing authorized expenditures in accordance with the sponsor's funding Terms & Conditions and any other policies or procedures of the University;
- maintaining financial records in relation to the project in accordance with the sponsor's funding Terms, the Policies and procedures of the University, whichever is more rigorous;
- informing to the PI/ Co-PI and the Administering office as soon as possible if the office of the Director, Research and Innovation Cell becomes aware of any significant matter and adverse matter in respect of the project.
- Time bound disposal of the forwarding of project proposal by the R & I cell

1.5.b The Principal Investigator (PI)/Co-PI is responsible for:

- Preparing the proposal for the project, including its budget and statement of work;
- All such proposals must be submit to the appropriate officer (Liaison) of the office of the Director, R &I Cell for approval before being sent to the sponsoring organization.
- Submitting the proposal to the sponsor once it has been endorsed by the University (so call the Registrar) in accordance with the Policy, except in

instances where submission by the University is specified by the sponsor;

- Implementation and execution of the sanctioned project and handling all communication with the sponsoring agency after the project has been accepted;
- Submission of intermediate and final reports and statement of account and/or utilization certificate through the Assistant Finance Officer (AFO) of the R & I Cell Section according to the guidelines of the funding agency.
- A separate bank account for the entire sponsored project, where fund is given to the Tripura University directly. However, there are commission / collaborative / consultancy project, where fund is not given to the University directly, in such case PI/Co-PI should submit statement of audited report / report to the R&I cell for record maintaining.

1.6 RESEARCH PROPOSALS OF SPONSORED RESEARCH

1.6.a PROCEDURE FOR PROPOSAL SUBMISSION:

The Principal Investigator must submit to the appropriate officer (Liaison) of the office of the Director, Research and Innovation Cell for approval before being sent to the sponsoring organization with enough number of copies (prescribe by funding agency) of research proposal with one additional copies (for documentation). Once the Project is approved and the sanction letter is received from the funding agency, the PI shall send a copy of the sanction letter and a copy of the approved project proposal (if any change made) to the Director, R & I Cell and another copy should submit to the Head of the concerned Department for the information and record.

1.6.b OPERATION OF PROJECT FUNDS

There shall be separate University Account for project funds. All funds of projects (approved) will be deposited in this account. Finance office/section of the R & I Cell shall maintain and assist/manage all the project fund in accordance to the Policy (including project fund interest calculation). The office shall keep all necessary account details, including online tracking facility for the PIs. The Office shall provide fund details, on request (any time) of PIs.

1.6.c OVERHEAD CHARGES AND UNIVERSITY DEVELOPMENT FUND:

The cost of a project shall consist of overhead fund (if any), actual expenses and payment to employees' external of consultants and students. Usually, fifteen percent (15%) of the recurring cost of the project shall be charged as overhead payable to the University and paid to the University development fund (UDF). The amount received on account of overhead charges shall be administered by the University as follows:

- a. 25% of the fund shall go to the University development.
- b. 25% of the fund shall go to the respective Department.
- c. Remaining 50% may be utilize by the PI for his/her professional development i.e. partial support to staffs salary, partial support for conference, membership of learned societies including enhancement of existing research facilities with proper justification with the assurance of all financial regulations of the University.

First project of the concerned PI's/Co-PI's overhead total money (if any) should go to the PI/Co-PI for his expenses towards renovation of his/her project lab.

1.6.d ACTUAL EXPENSES

The Actual Expenses shall cover major equipment (to be installed in Department or Central Instrumental Facilities *etc.*) to be procured as per sanction procedure laid down by the Director, R & I Cell on the behalf of the University. Procurement of research related consumable materials, computational charges or any other as per rate contract with University or any direct purchase from manufacture, whichever is simpler.

1.6.e CONTINGENCY EXPENSES

Contingency expenses are includes following:

- a. Cost of supplies, stationery, and reproduction.
- b. Cost of books, journals, membership fees of professional societies, registration

fee for conferences etc.

c. Payment for typing and other office work to outside agencies.

d. Postage and telephone (including phone deposit charges rentals and call charges of phones at the office or residences).

e. Costs charged by a Department for facilities provided to the project (such as large amounts of photo copying, use of computational and printing facilities, etc.

f. Hiring charges that are appropriate for the project.

1.6.f TRAVELLING EXPENSES

a. Travel may be undertaken for site visits, field work, experimental works in other institutes, meetings outside the University, participation in Conferences/Workshops/Seminars in India. Travel abroad may be allowed if the guidelines of the funding agency have the provisions.

B.TA/DA will be provided to the PI from his/her project funds and amount given as per the University rules.

c. Regular TA/DA rules of the University may be relaxed based on the merit of the case, if need arises, which may be decided upon by the Director, R&I Cell with approval from the Vice-chancellor if deemed necessary.

d. TA/DA of project employees shall be paid as per project rules.

1.7 GENERAL GUIDELINES FOR RECURRING PROJECT EXPENDITURE

i. If a project has clear sanction for a specified period of time, the fellowship/honorarium may be paid in advance by the University even if the grant has not been received. Advance for any other expenses in the name of PI may be decided upon by the Director, R&I Cell with approval of Vice-chancellor. Needless to mention any advance received by PI will be adjusted immediately on receipt of the grant of the

project.

ii. No prior sanction/approval is necessary for the purchase of chemical/consumables/books/instruments"/software's up Rupees fifty thousand (Rs. 50,000/-) , subject to the approval of finance Committee from provided sanctioned fund of the funding agency with proper written explanation to the Director, R&I Cell. The PI may act as self-sanctioning authority and can place order to the vendors for supplying consumables observing all financial rules of the University, with information to the finance section of the Director, R&I Cell. Further, for purchase of consumables up to 25% of allotted fund, quotations may not be required.

iii. Necessary requirements of PI can apply for advanced money of Rs. 20,000/- to procure consumables, cell cultures, lab. kits, etc. with the information to the Director, R&I Cell observing the financial rules.

iv. Advance drawn payment to the supplier of procuring chemicals/equipment should be made in the name of the supplier/manufacturer only.

v. Where fieldwork necessary for the project (an integral component of research) relaxation in disbursing T.A. and D.A. as mentioned in above (25% of found) may be allowed by the Director, R&I Cell from the request of PI.

vi. For buying books from the sanctioned project grant a PI can place order books with a vendor directly, informing the Librarian about this with the intimation to the Director, R&I Cell. When books arrived they are to be catalogued in the University's Central Library as early as possible and then given to the PI. After the project is over books shall be kept in the Departmental library (if any) or Central Library with intimation to the Central Library.

vii. To include few P.I/Co-P.I's in the committee as member.

**GUIDELINES FOR SELECTION OF JRFS/SRFS AND OTHER RESEARCH
PERSONNEL (TECHNICAL ASSISTANTS AND RESEARCH ASSOCIATES)
FOR RESEARCH PROJECTS AT T.U.**

Note: These rules shall be applicable in the cases where the Funding agencies do not lay down any guidelines about selecting JRFs/SRFs, Research Associates, Project Fellows, etc.

1.8 SELECTION RULES OF PROJECT EMPLOYEES

Open selection shall be held for all project posts through proper advertisement and followed by interview. Internal circular should circulate within the University, when suitable candidate is not found for open selection. (In special situations candidate shall select as recommendation of the PI with prior intimation to the Director, R&I Cell).

All the project appointments shall be contractual and on the basis of consolidated monthly compensation.

Automatic transfer from one project to another either on completion or midway shall not be permitted.

Selection of JRF/SRF/RA shall normally be made as per the guidelines provided by the sponsoring agency, and as per University rules.

Appointment letters shall be issued under signature of Registrar/Deputy Registrar with intimation to the Director, R&I Cell.

1.8.a JUNIOR RESEARCH FELLOWSHIP (JRF) PROJECT FELLOW

1.8.a.i ELIGIBILITY

1.8.a.i.a Educational Qualifications: A candidate seeking selection as JRF/Project Fellow must possess postgraduate degree in the concern discipline from a recognized University with a minimum of 55% marks in aggregate, if not provided the minimum cut-off mark is not specified by the funding agency. Minimum cut-off mark may be relaxed with the permission from the Director, R&I Cell, in-case an applicant had some research experience in same field.

1.8.a.i.b Age: The candidate shall not be more than 28 years of age for the award of fellowship on the stipulated last date of receiving applications in response to

advertisement. The upper age limit may be relaxed up to 5 years in the case of candidates belonging to SC/ST/OBC/Women and physically challenged applicants.

1.8.a.i.c Ph.D Registration of JRF:

JRFs/Project employees may be allowed to register with P.I's permission for the Ph.D. programme to the University if they fulfill all the requirements/criteria declared by the University. If the candidate desires to be registered for Ph.D. at Tripura University, general Ph.D rules of Tripura University shall be applicable.

1.8.a.i.d Desirable Qualifications: The desirable qualifications shall be determined by the funding agency/PI as per the needs of the project.

1.8.a.ii SELECTION PROCEDURE

a) Positions shall be advertised by the Director, R&I Cell in any of the national / regional newspaper and through other information media (by means of Departmental notices to various Universities and displaying in the Tripura University webpage). Applicants who have already cleared the National Eligibility Test (NET) for JRFs conducted by UGC/CSIR/ICAR/DBT/ICMR or GATE and/or have experience in research appropriate for the project will be given due weightage.

b) The screening of applications for calling candidates for interview shall be done by a 'Selection Committee' consisting of the P.I and/or the Co-investigator (if any) of the project and one expert member. Subsequently the PI shall inform the Director, R&I Cell and shall form a Selection Committee with the consultation with the P.I. The date and time for interview of the candidate/for walking interview will be fixed in consultation with the P.I.

In general, the travel and accommodation expenses of the expert member shall be paid by PI from his/her project fund.

d) During the interview the committee shall test the candidates' knowledge and of the subject, aptitude for research, creative thinking and sincerity. Subsequently, a report shall be made by Selection Committee and to submit to the Director, R&I Cell. The Director

office of R&I Cell shall be responsible for publishing the results in the University website and respective Department notice board. Appointment letter(s) of the selected candidate(s) shall be issued from the Registrar, Tripura University. The candidate is expected to join within 30 days from the date of issue of the appointment letter; else offer letter shall be cancelled, without prior notice to the candidate. However, in exceptional circumstances, the Director, R&I Cell may grant extension with special request from the PI.

1.8.a.iii FELLOWSHIP AND TENURE of JRF

The tenure and fellowship amount for the project staff per month shall be determined as per the rules and regulations of the funding agency. If not, the fellowship amount shall be decided by the PI with the information to Director, R&I Cell and with necessary intimation to the funding agency. After the approval of fellowship by the Director, R&I Cell, a candidate will receive the fellowship amount (mention by PI/funding agency)(subject to the availability of the fund) every month (within 10th of this month) must be credited direct to the candidate bank account from finance section of the Director, R&I Cell.

1.8.a.iv Upgradation of Junior Research Fellow (JRF) to Senior Research Fellow (SRF)

Upgradation of Junior Research Fellow (JRF) to Senior Research Fellow (SRF) is mentioned as per the funding agency rules. If not mentioned by funding agency, then after the completion of two years of tenure, the candidate may be apply to the Director, R&I Cell for upgradation of the fellowship. An Evaluating Committee may be constituted by the Director, R&I Cell for upgradation. The Evaluating Committee may be constituted by the Director in consultation with the P.I /CO-P.I as per rules.

The project fellow needs to present a progress seminar before the Evaluating Committee and followed by personal interview.

TA/DA and setting charge for external expert will be made from the project fund. The expenses may involve all types of hospitality.

1.8.b SENIOR RESEARCH FELLOWSHIP (SRF)

1.8.b.i ELIGIBILITY

1.8.b.i.a Educational Qualifications: In case of direct recruitment, a candidate seeking selection as SRF must possess a Master's degree in concerned / related discipline from a recognized University with a minimum of 60% marks in aggregate OR 1st class and atleast 2 years of research experience after his/her post graduate degree. Candidates with M.Tech / M.Pharm (60% or equivalent) degree may directly select as SRF, after personal interview by Evaluation Committee.

The condition relating to the period of research experience may be relaxed in the case of exceptional research work or research publications by the candidate.

1.8.b.i.b Age: The candidate shall not be more than 35 years of age on the stipulated last date of receiving applications in response to the advertisement. Upper age limit may be relaxed up to 5 years in the case of candidates belonging to SC/ST/OBC/Women and physically challenged categories.

1.8.b.ii SELECTION PROCEDURE

The selection procedure shall be similar like JRF/Project Fellow.

1.8.b.iii Fellowship and Tenure of SRF

The tenure and fellowship amount of the SRF shall be determined as per the rules and regulations mention by the funding agency. If not mentioned, the tenure and fellowship amount shall be decided by the PI with the approval of the Director, R&I Cell. The PI takes initiation for necessary intimation to funding agency.

1.8.c TECHNICAL ASSISTANTS (TAs)/Project Assistant

1.8.c.i ELIGIBILITY

1.8.c.i.a Educational Qualifications: A candidate seeking selection as a Technical Assistant/Project Assistant must be a graduate from a recognized University with one year's relevant experience / B.Tech. degree or other equivalent degree.

1.8.c.i.b Age: The candidate shall not be more than 30 years of age for the selection of TA on the stipulated last date of receiving applications in response to the advertisement. The upper age limit may be relaxed up to 5 years in the case of candidates belonging to SC/ST/OBC/Women and disability applicants. The upper age limit can be relaxed for experience candidate.

1.8.c.ii SELECTION PROCEDURE

The selection procedure of the Project Fellow shall be as similar as JRF.

1.8.c.iii FELLOWSHIP AND TENURE OF TA

The remuneration and fellowship amount for the project staff shall be determined as per the rules and regulations of the funding agency. If not mentioned, the tenure and fellowship amount shall be decided by the PI with the approval of Director, R&I Cell. The P.I takes initiation for necessary intimation to the funding agency.

1.8.d RESEARCH ASSOCIATE (RAs)

1.8.d.i Scope and objective:

Opportunities and support should be provided to outstanding research workers to do research work independently at post-doctoral level. The main objective is to utilize the skills and competence of post-doctoral fellows for research at higher level of scholarship.

1.8.d.ii Eligibility

Research associateships are intended for research workers preferably below the age of 45 years who have obtained a doctorate (Ph.D) degree from a recognized University, have published research work to their credit and have already shown evidence of independent research work.

Age relaxation up to a maximum of 5 years would be allowed to the candidates belonging to SC/ST/OBC/Women candidates.

1.8.d.iii Selection

The procedure for advertising the position of Research Associates shall be the same like

JRF/ SRF. The formation of a screening committee shall also be the same like JRF and SRF.

1.8.d.iv Conditions of Award: a) RA shall be devote himself/herself to whole time research work and shall not accept any other part time employment during the tenure of the research, if nothing is mentioned in the funding agency rule book. However, his/her services could be utilized by the authority for teaching purposes provided it does not affect the research programme and he/she shall not paid any extra remuneration for this purpose.

b) The RAs shall work under the supervision of a faculty member of the University. The RAs shall submit research progress report every six months interval through the supervisor/ faculty member, whom he/she is associated.

c) If a RA wishes to leave the associateship before the end of tenure, he/she should send prior notice to the Vice-chancellor/ Director, R&I Cell through the PI/concerned faculty member.

d) If the PI/ concerned faculty member is not satisfied either with the progress of the research work nether the conduct of the RA, the Director, R&I Cell may terminate the associateship at any time without any notice and assigning any reason, also P.I can terminates with one month notice (intimating the funding agency).

e) The award of any fellowship (JRF/SRF/RA) does not imply any assistance or guarantee for subsequent appointment in T.U. to the beneficiary.

1.9 OTHER ALLOWANCES AND FACILITIES PROVIDING TO THE JRF/SRF/RA

1.9.a House Rent Allowance

University shall provide single / double seated hostel accommodation (based on availability) to all the project staffs. If the accommodation may not be provided by the University, then the candidate will be entitled for House Rent Allowance (HRA) as per the guidelines of the Funding agency/University (if applicable).

1.9.b Medical Facilities

Medical facilities shall be available to the Project staff at the University Medical Center with free of cost.

1.9.c Leave rules

Leave for a maximum period of thirty days in a year in addition to general holidays of University (declared by subsequent year) may be given to Project Staff with necessary approval from the PI/concerned faculty member/supervisor..

1.10 CONSULTANCY PROJECTS

Tripura University encourages the faculty members to undertake consultancy projects as a part of their academic duties. Such projects, in addition to providing financial incentives to the individuals enrich his / her professional knowledge. Moreover, consultancy projects augment the university resources, promote university academy alliance and contribute to the social development.

1. Each consultancy project shall have a Principal Consultant who shall be responsible for

i. Formulating the project proposal which may include (a) planning of the work to be done, (b) estimating costs according to guidelines provided and (c) identifying other consultants, if necessary.

ii. Execution of work.

iii. Handling all communications with the clients after the project has been accepted.

iv. Writing of intermediate and final reports according to the project proposal.

v. Making recommendations to the Director, R&I Cell regarding expenditure from the project funds and disbursement of funds to participants in the consultancy project.

2. **Appointment of Principal Consultant:** Industrial organizations usually approach the University/Institute/Department for consultancy works through a faculty member. When a faculty member is approached or ready for the work, he/she shall be the Principal Consultant. If he/she not willing to be the Principal Consultant or if the project is referred to a functionary, Principal Consultant would be identified through appropriate discussions and appointment will be made by the Director, R&I Cell.
3. The project proposal prepared by the Principal Consultant shall be forwarded through the Director, R&I Cell.
4. In extreme emergencies, a consultant may take up an assignment with intimation to the Director, R&I Cell, and then seek approval.
5. The University/Institute/Department normally requires the cost of the project to be deposited by the client, in full, before the work commences. However, based on needs of the client and circumstances, the University/Institute/Department may permit commencement of work with payment to be made as per the agreement. All payments from clients shall be received by the Principal Consultant/Department. The expenditure and disbursements shall make through finance section of the Director, R&I Cell Office.
6. After the initial deposit has been made by the client, the Principal Consultant immediately inform to the Director, R&I Cell for further process. The project file shall be closed with the submission of the final project report and disbursement of fees to consultants and others through the Director, R&I Cell.

1.10.a UTILIZATION OF THE RESOURCES GENERATED

The resources earned by the Principal Consultant as consultancy fees (taxable income) should be divided between the faculty members (who directly involved in the project) and the Department in the manner give below.

- i) Academic allowance of Principal Consultant, entire amount to go the Principal Consultant concerned.
- ii) Amount received beyond 30% and up to the monthly gross salary of Principal

Consultant, beyond 30% amount shall be distributed in the ratio of 70:30 between the faculty members (who directly involved in the project) and the Department respectively.

iii) Amount received beyond the monthly gross salary of Principal Consultant. The beyond amount shall be distributed in the ratio of 50:50 between the faculty members (who are directly involved in the project) and the Department respectively.

1.10.b SERVICE TAX ON CONSULTANCY FEES

Service Tax is compulsory for all the consultancy services. The rate of service Tax is force to 14% (subject to change accordingly Central/State Govt.) of the total consultancy fees. Service Tax is to be paid by the party which obtains the services i.e. the clients. So, it is essential that the coordinators of the consultancy projects inform the clients the amount payable by the clients as Service Tax in addition to the consultancy charge. For example, if the consultancy fee charged to the clients is Rs. 100/-, the clients will be paid of Rs. 14 as Service Tax and collected amount will be deposited in to the Govt. accounts of central Excise Department, through the finance section of the Director, R&I Cell.

1.10.c GENERAL GUIDELINES FOR ENGAGEMENT OF PROJECT STAFF

(For rules and regulations, please see “sponsored funded projects and consultancy projects: Rules and Regulation”) in addition:

1. There should be provision of appointment of project staff in the project sanctioned by the funding agency.
2. Funds should be available for project staff in the project OR there should be commitment from the funding agency for providing funds for project staff. In the latter case, appointments shall be made only after the receipt of funds.
3. If the above two conditions are satisfied, then appropriate appointment procedure among the following may be adopted:
 - a. Open selection by wide publication of the advertisement in at least one local newspaper and issuing a circular within the Department. Advertisement may also be sent to other educational institutions.

b. In special and exigent situations – direct appointment for duration up to 6 months on ad-hoc basis.

However, other appropriate appointment procedures may also be adopted if the terms and conditions mention by the funding agency.

1.10.d ADDITIONAL POINTS OF THE GUIDELINES FOR ROUTINE AND TIME BOUND CONSULTANCY PROJECTS INVOLVING THE WHOLE DEPARTMENT

1. For consultancy works a faculty in-charge shall be selected by the concerned Departments for the tenure of 6 months.
2. The client shall first approach to the HOD with a letter detail about their requirements.
3. The Faculty in-charge shall be deposits the fees (including service tax) and bring the receipt to the Department on the behalf of client.
4. The Department shall retain a copy of the receipt, take over the materials and samples deposited by the client (if any) and give a tentative date of handing over the final recommendation.
5. HOD shall send the intimation to the Director, R&I Cell with a copy of the client's letter for information and keeping the records.
6. HOD or Faculty in-charge shall be constituted an appropriate group of faculty (on rotation basis) for the jobs. The technical officer (faculty member) will be responsible for scheduling and conducting the laboratory tests under the direction of the faculty assigned. The technical officer shall assign the technical assistants as required.
7. The technical officer shall sign the laboratory test reports.
8. The Faculty assigned shall be analyzed the results, make the recommendations and prepare the final report. A synopsis of the report shall be prepared by the faculty assigned in consultation with the Faculty in-charge. He/she will sign the final report and submit to

the Director, R&I Cell through the HOD.

9. The Faculty in-charge shall be responsible to inform the client about the completion of the job assigned and deliver the report.

10. The break-up of the revenue earned from the consultancy services as follows:

i) 25% of released funds are transfer to the University.

ii) 20% of released funds are transfer to the concerned Departments (This will include the cost of consumables, labour, travel and other expenditure incurred for the work).

iii) 55% of released funds are transfer to the consultant group.

11. Separate Bank accounts shall be opened to be operated by the HOD of the concerned Departments and Assit. FO (Finance section of R&I Cell) jointly.

12. The distribution of the Consultancy share amongst the faculty and laboratory staff involved is as follows:

i) 10% of the consultancy share shall be equally distributed amongst the Technical Assistants involved in the work.

ii) The balance 90% of the share shall be equally distributed amongst the faculty members involved including Technical Officer.

1.10.e USE OF THE UNIVERSITY'S NAME

All written or broadcast material containing the University's name for advertising, marketing or other promotional purposes shall be submitted for approval to the Director, R&I Cell and the Director, R&I Cell office responsible to approval from Public Relation Officer of the University, prior to use of such material. A statement on the use of the University's name shall be included in all appropriate contracts between industry (company) and the University.

2. PUBLICATION POLICY

Since the dissemination of knowledge is one of the primary functions of the University, university research should be such that the results may be freely published or otherwise promptly disseminated. Publication can take a number of forms and occur in a variety of media, both in print and electronic, including academic journals and conferences, dissemination through websites, and public discussion among colleagues.

Results of research undertaken in the University shall be fully publishable with the following qualifications:

1. Where a sponsor has intellectual property rights arising from a research project for which it wishes to obtain statutory protection, an agreement with the sponsor may provide for a short delay for protection, provided that:

(a) normally, no delay will exceed 90 days from the date of submission of the manuscript or presentation to the sponsor;

(b) in no event will any delay exceed 6 months from the date of submission of the manuscript or presentation to the sponsor; and,

1. The University may agree to receive information identified as “confidential” or “proprietary” from a sponsor if such information is essential to facilitate performance of a research project and maintaining such information in confidence would not preclude the publication of University research results.

2. University research results, any change in the original report, the names of the University and the reports of the authors shall not be used in the sponsor’s publications without the written consent from the University or R&I Cell of Office.

3. No agreement with a sponsor for research involving human subjects may preclude the disclosure of research results to study subjects and/or their lawful representatives, Research & Innovation committee, relevant research ethics boards at the site and at other

participating study sites, and regulators, if and when the investigator, University and/or research ethics board deem disclosure necessary to protect the health of study participants, or where disclosure is necessary to obtain and maintain informed consent.

4. In this Policy, the term “research” is broadly defined and is intended to include all forms of research and scholarship, whether or not grant supported. This Policy applies to all members of the University who conduct research and to all agreements entered into by the University in respect of research.

5. In consultation with the office of R&I Cell and subject to the provisions of this Policy, divisions may introduce guidelines as appropriate to their particular research circumstances and the norms of their disciplines. In extraordinary circumstances, the Director, R&I Cell or office designate may authorize exceptions to this Policy if such exception does not result in censorship of University research results.

3. “MISCONDUCT OF PUBLICATION” UNETHICAL PRACTICES FOR ACCEPTABLE OF RESEARCH ARTICLES

- Submitting and publishing the same paper to different journals without telling the editors.
- Not informing a collaborator of your intent to file a patent in order to make sure that you are the sole inventor
- Including a colleague as an author on a paper in return for a favor even though the colleague did not make a serious contribution to the paper.
- Discussing with colleagues data from a paper that you are reviewing for a journal.
- Bypassing the peer review process and announcing research results through a press conference without giving peers adequate information to review your work.
- Conducting a review of the literature that fails to acknowledge the contributions of other people in the field or relevant prior work.
- Stretching the truth on a grant application in order to convince reviewers that your project will make a significant contribution to the field.
- Overworking, neglecting, or exploiting graduate or post-doctoral students.

- Failing to maintain research data for a reasonable period of time.
- Making derogatory comments and personal attacks in your review of author's submission.
- Making significant deviations from the research protocol approved by your institution's Animal Ethical Committee or Institutional Review Board for Human Subjects Research without telling the committee or the board.
- Not reporting an adverse event in a human research experiment.
- Exposing students and staff to biological risks in violation of your institution's biosafety rules.
- Making unauthorized copies of data, papers, or computer programs.
- Company that sponsors your research and not disclosing this financial interest.
- Deliberately overestimating the clinical significance of a new drug in order to obtain economic benefits.

4. INVENTIONS POLICY

4.1 The University has three basic objectives:

- a) to encourage creativity and innovation within the University community;
- b) to facilitate the translation of knowledge for the greatest possible public benefit, including by commercialization through development of Inventions into commercial products or processes; and,
- c) to ensure that revenue generated by these Inventions is distributed in a manner consistent with the first two objectives and the advancement of research at the University.

4.2. Application of Policy:

This Policy applies to all inventions disclosed to the University after the date fixed for implementation of this Policy by the University. This Policy does not apply to inventions created in the course of demonstrably private research unrelated to the inventor's University functions or in the course of private consulting activities to outside bodies, when such activities do not involve any substantial use of University facilities.

4.3 Innovation Agreements:

- (a) all agreements between the University and third parties that relate to inventions and/or inventors shall remain in full force; and,
- (b) the determination of rights in, and the allocation of revenue from, an invention made by an inventor who also holds an appointment in an affiliated teaching hospital, centre of excellence, network of centres of excellence or other external institution shall be subject to the terms and conditions of agreements between the University and the hospital, centre, network or institution in force at the time of the disclosure of the invention, or, in the absence of such an agreement, to negotiation between the institutions involved.

4.4. Disclosure and Ownership:

4.4.a Disclosure: When an inventor makes an invention, the inventor shall make full and complete disclosure of the invention to the University by submitting an Invention Disclosure Form (TU/IPR/6A) to the office of the the Director, R&I Cell without unreasonable delay.

4.4.b Ownership: All rights in Inventions shall be owned jointly by the University and the inventor at the time of their creation, unless these rights have been ceded (in whole or in part) to a third party under a prior written agreement.

4.4.c Exception: Notwithstanding any other provision of this Policy, the University shall solely own all rights in Inventions which are:

(a) made in the course of activities performed pursuant to direction given by a faculty or staff member of the University specifically with the object of making such an Invention;

(b) made by an Inventor who is a member of the administrative and support staff of the University as a result of activities covered by the Inventor's contract of employment; or,

(c) specifically commissioned by the University under a written agreement in which the Inventor assigns ownership of the Invention to the University. A written agreement shall be made in between University and inventor/s regarding the ownership of innovation. The revenue/royalty amount shall be distributed according to the decision taken by the University.

4.5 Commercialization:

4.5.a By University: An inventor may offer an invention to the University if the inventor wishes the University to take full responsibility for the legal protection and/or commercialization the invention. The University may undertake a commercial and/or technical assessment or other evaluation of the invention before accepting the inventor's offer.

(a) the inventor shall assign sole ownership of the invention to the University; and, (b) if the University has not made reasonable efforts to enter into an agreement with a third party to commercialize the invention within two years of entering into the assignment with the inventor, the inventor may request to assume responsibility for legal protection and/or commercialization of the invention. If so, the University shall assign sole ownership of the invention to the inventor.

4.5.b By Inventor: If an inventor wishes to take full responsibility for the legal protection and/or commercialization of an Invention, the inventor shall inform to the University.

(a) the University's right to use the invention for research, teaching and administrative purposes, without cost and in perpetuity;

(b) any obligations granted to third parties under any applicable funding or other agreements;

(c) all agreements with respect to the license or assignment of the inventor's rights in the invention shall include indemnification of the University; and,

(d) the inventor shall provide to the University, on an annual basis, a copy of each such agreement entered into by the inventor together with a report of all patent activity and business transactions undertaken and revenues received in respect of the invention.

4.6 Net Revenue. Net Revenue shall be shared and distributed in accordance given table, on an annual basis.

The tables show the distribution of Net Revenue to all participants:

| Cumulative Net Revenue | Rs. 1000– 5,00,000 | Rs.500,001 - 10,00,000 | More than Rs.10,00,000 |
|-------------------------------|-------------------------------|-----------------------------------|-----------------------------------|
| Inventor | 60% | 60% | 60% |
| University Fee | 20% | 20% | 20% |
| Research & Innovation Cell | 10% | 3% | 0% |
| Inventor's Department | 10% | 3% | 0% |
| University Development Fund | 0% | 14% | 20% |

4.7 Dispute Resolution:

4.7.a Process: If a dispute arises between an inventor and the University with respect to the application of this Policy, the inventor and the University shall attempt to resolve the dispute through mediation, failing which the dispute shall be referred for decision to a panel composed of one member nominated by the inventor, one member nominated by the University and one member (preferable from Department of Law, Tripura University) selected by the Director, R&I Cell. The third member will be a person with training as a neutral adjudicator. Each of the inventor and the University will be permitted to have a representative act on their behalf before the panel. Normally, the parties shall share the costs of the panel's adjudication equally, except for those costs incurred by the inventor in the use of a designated representative which shall be borne by the inventor.

4.7.b Standstill: Until a decision is given by the panel, no action shall be brought by an Inventor against the University, or by the University against the Inventor, in any Court of Law on any matter arising out of this Policy.

5. ADMINISTRATION OF THE POLICY

5.1 General: The Director, R&I Cell is responsible for the administration of this Policy and is authorized to approve guidelines, regulations and procedures pursuant to this Policy. The Director also authorized to execute such assignments, agreements, consents, and other documents as may be necessary or desirable to implement this Policy, and the disposition of rights in Inventions thereunder, on behalf of the University.

6. COPYRIGHT POLICY

6.1 Preamble

This Copyright Policy has the following basic objectives: - To determine the ownership of copyright works created by members of the University community. - To foster the creation and development of copyright works in support of the University's academic mission. - To provide for the equitable sharing of the revenues arising from copyright works between authors and the University.

6.2 The University will own Copyright in all Works which are:

- (a) Created by an Author in the course of the Author's employment by the University; or,
- (b) Specifically commissioned by the University under a written agreement in which the Author assigns Copyright in the Work to the University.

For the purposes of this Policy, research and instruction, or the creation of instructional Works, including Instructional Software, undertaken by members of the University's Teaching Staff or librarians shall not be deemed to be made or undertaken in the course of their employment by the University.

- In all other cases, the Author will own Copyright in the Work, except to extent that any rights in the Work have been granted to a third party under a prior written agreement signed by the University and acknowledged in writing by the Author.
- Where the University owns Copyright in a Work created other than in the course of employment, the Author will:
 - (a) retain all Moral Rights in the Work;
 - (b) have the right to revise the Work at reasonable intervals; and,
 - (c) have a perpetual, irrevocable, royalty-free, non-exclusive, non-transferable license to use, revise and modify the Work for non-commercial purposes.
- Where the University does not own Copyright in Work created with Substantial Use of University Resources, the University will:

(a) have the right to receive a share of Net Revenue, in accordance with this Policy; and,
(b) have a perpetual, irrevocable, royalty-free non-exclusive, non-transferable license to use, revise and modify the work for research and teaching purposes within the University, provided that:

i. the license will not confer any commercial rights to the University; and,

ii. the University will not publish any revised version of the work without the Author's prior written consent.

➤ To encourage awareness of rights and obligations under this Policy and reduce the possibility of misunderstanding, circumstances involving substantial use of University resources should be identified in advance of the creation of a work whenever possible. Since practices and procedures on such matters may vary in different divisions of the University, divisions are encouraged to develop their own guidelines in furtherance of this Policy, subject to the approval of the Director, R & I Cell.

➤ Computer software that is not instructional Software will be deemed to be an "Invention" under the Policy, and the rights and obligations with respect to such computer software and the disposition of revenues therefrom shall be in accordance with the Policy.

6.3 Notwithstanding any statement elsewhere in this Policy:

(a) if an Author also holds an appointment with an affiliated teaching hospital or other external institution, the determination of rights in a Work and the allocation of Net Revenues arising out of its commercialization shall be subject to the terms and conditions of agreements between the University and the hospital or other institution in force at the time of the disclosure of the work, or, in the absence of such an agreement, to negotiation between the institutions involved;

(b) all agreements existing at the time of the adoption of this Policy between the

University and Authors, or the University and governments, corporations and other third parties relating to Works and/or Authors shall remain in full force; and,

(c) the rights and obligations set out in this Policy may be modified by written agreement between an Author and the University.

6.4 Disclosure and Revenue Sharing

(a) If an Author wishes to commercialize a Work created with Substantial Use of University Resources, the Author will disclose the Work to the University by completing a disclosure form and submitting it to the Director, R&I Cell or his/her designate(s) without unreasonable delay. Works which comprise an instructional course shall not be considered Commercialized simply because the tuition income from the course exceeds the cost of mounting the course.

(b) The Author may consult with the University's appropriate officials with respect to the various options available to the Author regarding commercialization and of sources of information about those options. If the Author wishes to retain the responsibility to commercialize a work created with substantial use of university resources, the Author will enter into a revenue sharing agreement with the University, under which the University will receive 25% of the net revenue which the Author may receive, payable on an annual basis.

(c) If the Author does not wish to retain the responsibility to commercialize a work created with substantial use of University resources, the Author may offer to assign copyright in the work to the University. If the University accepts the assignment, the Author will enter into an assignment and revenue sharing agreement with the University under which the Author will receive 25% of the net revenue which the University may receive, payable on an annual basis.

(d) In cases where the respective contributions of the Author and the University vary substantially from the norm, the respective shares of net revenue may be varied accordingly by agreement to reflect the relative contributions of the Author and of the University.

6.5 Arbitration

(a) If a dispute arises between an Author and the University with respect to the application of this Policy, the Author and the University shall attempt to resolve the dispute through mediation, failing which the dispute shall be referred for decision to a panel composed of one member nominated by the Author, one member nominated by the University and one member selected by the first two or, in the absence of an agreement between them, by the Director, R&I Cell.

(b) Until a decision is given by the panel, no action shall be brought by the Author against the University, or by the University against the Author, in any court of law on any matter arising out of this Policy.

7. INTELLECTUAL PROPERTY RIGHT POLICY

7.1 Purpose

Tripura University has formulated this IPR related policy for the management of intellectual property right to:

- a) provide a conducive environment leading to development of intellectual property;
- b) facilitate, encourage, promote and safeguard scientific investigation and research and the freedom of the scholars involved in R&D;
- c) establish an IPR management policy and procedural guidelines for making available to the public the inventions and discoveries made in the course of research carried out in the University;
- d) frame standards for do's and don'ts for University, creators of intellectual property and their sponsors relating to inventions, discoveries and original works originating from University;
- e) promote, facilitate and provide incentives to the members of the community of creators who take initiatives to transfer University intellectual property to the public under this Policy;
- f) enable the University to secure sponsored research funding at all levels of research;
- g) make the University a prime academic research institution pursuing the highest ideals of scholarship and teaching by dissemination of the benefits of Intellectual Property originated from the University to the community and society;
- h) make the creator of IPR aware of the applicable laws and rules for ensuring their compliance; and
- i) enable the University to make beneficial use of such developed IP for the maximum possible benefit of the creators, the University, and the nation at large.

7.2 Objectives

The objectives of the Policy are as follows:

- a) to promote academic freedom and safeguard in creation of intellectual property at the University;
- b) to provide a comprehensive single window reference system for all intellectual

- property rights issues relating to intellectual property generated at the University;
- c) to safeguard the interest of creator of intellectual property and provide a fair distribution of returns accruing from the commercialization of IPR;
 - d) to help in introducing prudent IP management practices within the University to promote an IPR culture;
 - e) to provide legal support, wherever necessary, to defend and protect the intellectual property rights obtained by the University against any infringement/unauthorised use;
 - f) to create an environment for acquiring new knowledge through innovation and research, compatible with the educational mission of the University;
 - g) to preserve the academic freedom to publish the research results and to make them aware that if they do decide on public release, the patent system cannot be brought into play thereafter;
 - h) to ensure that once they decide to explore the prospects of commercialisation of IP, they must disclose it to the University, while continuing to keep the information confidential until patent applications are being processed; and
 - i) to ensure the release of University's rights relating to an IP, back to the researcher where University decides not to pursue the opportunity for commercialisation.

7.3 INTELLECTUAL PROPERTY AND OWNERSHIP

7.3.1 Copyrights

The University will not own the rights in copyrightable works such as books, articles, monographs, lectures, speeches and other communications produced by the staff in the course of research and teaching using University resources. Ownership of copyright of all copyrightable work shall rest with the author(s) with the following exceptions:

- i. If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IP, made in contracts governing such activity, shall determine the ownership of IP.
- ii. The University shall be the owner of the copyright of work, including software, created by the University personnel with significant use of University resources. The University may demand assignment of the copyright in whole or in part depending on the degree of University-supported resources used in producing the copyrightable work.

iii. The University shall be the owner of the copyright on all teaching materials developed by the University personnel as a part of any of the academic programs at the University. However, the authors shall have the right to use the material in her/his professional capacity. As the traditional exception, the University shall not claim ownership of copyright on books and publications authored by the University personnel.

iv. The University shall be the owner of the copyright of work produced by non-University personnel associated with any activity of the University with the intellectual contribution of the University personnel. However, the authors shall have the right to use the material in her/his professional capacity. The student and his/her supervisor(s) will jointly have the ownership of copyright in the thesis / dissertation / project report written by a student.

Where copyright has not been assigned to the University will be entitled to a non-exclusive, non-transferable license to use the work within the University for non-commercial educational and research purposes, or to possess a limited number of copies for such purposes, whichever is relevant. Any copyrightable work generated as a work for hire will belong to the University as per the terms of the original contract.

7.3.2 Invention(s), Design(s), Integrated circuit layouts, and other creative work(s):

Invention(s) including software, design, and integrated circuit layouts created by the University personnel without significant use of the University resources and not connected with the profession for which he/she is employed at the University shall be owned by the creator(s). For invention(s) including software, design, and integrated circuit layouts produced during the course of sponsored and / or collaborative activity, specific provisions related to IP made in contracts governing the collaborative activities shall determine the ownership of IP.

The University shall be the owner of all invention(s) including software, design, and integrated circuit layouts, created by a team of the University and non-University personnel associated with any activity of the University. Non-University personnel, who create invention(s) including software, design, and integrated circuit layouts at the University without any intellectual contribution of the University personnel and

significant use of the University resources, shall be the owner of such invention(s). Except as stipulated above, the University shall be the owner of all invention(s) including software, design, and integrated circuit layouts, created at the University.

7.3.3 Patents

This section refers to intellectual property that is patent-able or protectable by confidentiality agreements.

- i. The University will not require to be assigned to it the intellectual property created by the creator(s) where there is use of usual University resources only.
- ii. The University will require to be assigned to it such intellectual property as is created by the creators through the use of University-supported resources. In this case, the University will take steps to commercialise the property through patenting or agreements. Where a patent is applied for, the creator shall agree to maintain all relevant details of intellectual property secret and confidential until the patent application is filed. In the case of protection through confidentiality, the same information will be kept secret and confidential as long as the intellectual property has commercial value. The creator shall furnish such additional information and execute such documents from time to time as may be reasonably requested for effective protection and maintenance of proprietary rights of the University in the intellectual property.
- iii. The intellectual property created through sponsored research where the sponsor does not claim intellectual property rights vide section 5.12.
- iv. The creators of University-owned intellectual property shall retain their right to be identified as such unless they specifically waive off this right in writing.
- v. Royalty accruing or any type of payment received from the commercialisation of the University-owned intellectual property will be shared between the University and the creators vide section 5.2 (v).

7.3.4 Trade mark(s) / Service mark(s):

The ownership of trademark(s)/ service mark(s) created for the University shall be with the University. In cases of all intellectual property (IP) produced at the University, the University shall retain a non-exclusive, free, irrevocable license to copy/ use IP for

teaching and research activities, consistent with the confidentiality agreement(s), if any, entered into by the University. The authorities responsible on behalf of the University and creators have the responsibility to ensure the following:

- i. Any association with the University implied by third parties is accurate.
- ii. The activities with which the University is associated through third parties maintain standards consistent with the University's educational purpose.

7.4. INTELLECTUAL PROPERTY RIGHTS (IPR) ADMINISTRATION:

This policy shall be applicable to all the University personnel, as well as non-University personnel associated with any activity of the University such as, but not limited to outcomes of research, consultancy or Continuing Education Programmes, and covers different classes of Intellectual Property - Patents, Designs, Trade Marks/Service marks, Copyright, Integrated Circuits Layout, Trade Secret and undisclosed Information.

i. Legal status of IPR policy:

The policy shall be applicable from the date notified by the University. Any addition, insertion and / or deletion from the policy document, which curtails the rights of a researcher, *will not operate retrospectively*. Any alterations in this policy will not take effective until the Research & Innovation Cell (RIC) takes a unanimous decision, and such changes would be effective for inventions and other research results arising out in the future. An employee is required to observe the University's policy on Intellectual Property Rights as may be decided by the RIC from time to time.

ii. Scope of the Policy:

This policy covers all rights arising from intellectual property devised, created, or made by the staff in the course of their employment by the University irrespective of the eligibility of these rights for registration. The IP arising from academic research includes patents, designs, trademarks, service marks, copyright, know-how and undisclosed information.

7.4.1 Disclosure:

When the creators believe that they have generated patentable or commercialisable intellectual property using University-supported resources, they shall report it promptly

in writing along with relevant documents, data and information, to the University through the Director, Research & Innovation Cell using the Invention Disclosure Form of the University. Disclosure is a critical part of the IP protection process for claiming the inventor-ship. The information shall constitute a full and complete disclosure of the nature, particulars and other details of the intellectual property, identification of all persons who constitute the creator(s) of the property, and a statement of whether the creator believes he or she owns the right to the intellectual property disclosed, or not, with reasons. Where there are different creators of components that make up a system, the individual creators and their contributions must be identified and treated separately. In case of the sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of the creative work is applied. By disclosure the inventor(s) shall assign the rights of the disclosed invention to the University.

7.4.2 Confidentiality:

The University personnel and non-University personnel associated with any activity of the University shall treat all IP related information which has been disclosed to the IPR Cell under RIC and/or whose rights are assigned to the University, or whose rights rest with the University personnel, as confidential. Such confidentiality shall be maintained till such date as is demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public. Having filled the Disclosure Form, the creator shall maintain confidentiality i.e. refrain from disclosing the details, unless authorized otherwise in writing by the University, until the University has assessed the possibility of commercialisation of the intellectual property. Subject to the right of academic freedom the University staff shall not directly, except in the proper course of their duties, either during or after a period of their appointment, disclose to any third party or use for their own purposes or benefit or the purposes of any third party, any confidential information about the business of the University unless that information is public knowledge or he/she is required by law to disclose it.

The following guidelines should be followed when dealing with confidential information in the context of third parties such as commercial organizations:

- i. 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.
- ii. When a third party is interested in commercialising 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 commercialise the technology to the University's satisfaction. The University 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 Agreement, should be followed.
- iii. Third parties must obtain express authorization writing from the University to commercialise/exploit the intellectual property. Confidentiality agreements will continue in force even if the commercialisation 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.
- iv. If running royalties are to accrue to the University 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.
- v. Access to areas where University-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.
- vi. Creators and/ or University personnel must take care not to disclose confidential details of University-owned intellectual property in their publications, speeches, or other communications.

7.4.3 Evaluation and Exploitation Decisions:

The RIC of the University will evaluate the disclosure made by the creator on the prescribed Invention Disclosure Form and determine whether there is a good prima facie case for believing that the intellectual property has economic value and it needs IPR

protection. The University shall communicate to the creator within 90 days from the date of disclosure, its decision whether the

- i. University wishes to own and commercialise the intellectual property.
- ii. University is unwilling to commercialise the intellectual property.
- iii. The ownership of the intellectual property is in doubt.

7.4.3 (a) Where the University wishes to own and commercialise the intellectual property. In this case, the University will take steps to commercialise the property through patenting or confidentiality. Where a patent is applied for, the creator shall agree to maintain all relevant details of intellectual property secret and confidential until the patent application is filed. In the case of protection through confidentiality the same information will be kept secret and confidential as long as the intellectual property has commercial value. The creator shall furnish such additional information and execute such documents from time to time as may be reasonably requested for effective protection and maintenance of proprietary rights of the University in the intellectual property.

7.4.3 (b) Where the University is unwilling to commercialise the intellectual property It shall merely record the fact of the creation of the intellectual property without prejudice to the rights of the creator and hold all information communicated in this regard by the creator, secret and confidential. The University will have no liability to keep the information secret and confidential if the intellectual property subsequently either comes into public domain or is commercialised otherwise. The University will be entitled to a non-exclusive, non-transferable license to use the work within the University for Non-commercial educational and research purposes.

7.4.3 (c) Where the ownership of the intellectual property is in doubt. In all such cases the issue of ownership shall be referred by the RIC to an Arbitration Committee constituted by the Vice Chancellor of the University. The Arbitration Committee must communicate its decision on the matter to the creators within one month of the referral of the issue to the Committee. The decision of the Arbitration Committee will be final and binding on the creator(s) and the University.

7.4.4 Commercialisation of University-owned IP:

7.4.4 (a) Commercialisation through licensing of rights by the University: All

expenses for obtaining and maintaining statutory rights in University owned intellectual property will be borne by the University. The University will take steps to commercialise all 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 University 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 University and the University wishes to own the property as per section 7.4.3 (a), the University files the patent, or proceeds directly for commercialisation 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 University intimating its decision to patent. Should the University 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:*** the University reviews the situation if the intellectual property has been commercialised; the subsequent cost of maintaining statutory protection will be met through receipts from the licensee. If the property has not been commercialised, all rights and responsibilities in it will revert to stand a good chance of being commercialised within the next year, in which case the 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 commercialised, all rights and responsibilities in the property will revert to the creator, subject to any contractual agreements with a sponsor, if any, and the University shall no more be liable to pay for statutory protection of the property.

At any time during the above process, the University 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. If the property is commercialised subsequently, the creator may be required to pay a royalty to the University on first slab of the net profit in a proportion 60% for the creator/inventor, 20% to the department/centre of the

creator/inventor and 20% to the University.

7.4.4 (b) Commercialisation through licensing of rights by third parties: The University will license at its discretion the University-owned intellectual property for commercialisation through third parties who may or may not be the creator through the grant of exclusive/ non-exclusive licenses, or assign its ownership rights to third parties/ creator safeguarding the interests, financial or otherwise, of the University.

- ✓ All such licensing agreements or assignments in particular where the third party is also the creator, would be carefully examined by the University to determine that no conflict of interest will occur as a result of their ratification. The third party when interested in any such transfer of rights must demonstrate technical and business capability to commercialise the intellectual property.
- ✓ The costs of transfer of interest/ right/ ownership and maintenance of rights in the University-owned property by way of license, assignment or otherwise devolution of rights for such purposes will be borne exclusively by the licensee, assignee, and person acquiring such rights. The University may under special circumstances retain a non-exclusive royalty-free license to use the property for teaching and research.
- ✓ The assignment or license may be subject to additional terms and conditions, such as revenue sharing with the University or reimbursement of the cost of statutory protection, when justified by the circumstances of development of the intellectual property licensed. If the University finds that the third party has not taken steps to commercialise the property within one year of acceptance of the license, the University will be free to revoke the license.

7.4.5 Transparency of IP Administration:

The University will inform the creators of Intellectual Property of progress regarding filing of the patent, commercialisation and/ or disposition of the intellectual property. The University and the creators shall maintain complete transparency in sharing information at all stages of the process. The creators shall keep the University informed of updates or development of the Intellectual property, which lead to tangible effects on the property.

7.4.6 University's Acceptance of Independently Owned Intellectual Property:

The University may accept assignment of intellectual property owned by other parties provided that such assignment is found to be consistent with the public interest and the University's academic mission. Intellectual property so accepted shall be administered in the same manner as other University-owned intellectual property.

7.4.7 University's Right to Update and Maintain Course Materials:

In all cases the author's special rights *under section 57 of the Indian Copyright Act 1957* protect the creator of the original work.

7.4.7 (a) Where University owns the Rights:

The University will be at liberty to update, revise, and/ or translate (hereinafter revise) course material in which it owns the right through assignment of copyright, provided that such revision does not damage the reputation or honour of the original creator. All such revision will be treated as work for hire. The creator will retain the right to be identified as the creator of the original work, and the University must clearly state on the derived work and related documents that the derived work is adapted from the original work. The question is whether the creator of the original work is to be paid a royalty, and if so how much, on receipts from the commercialisation of the derived work, shall be determined on a case-by-case basis by the University Intellectual Property Committee, on the criterion of how extensively the alteration has been carried out. The following guidelines may be followed by the University in this matter:

- ✓ **i.** If the revision, etc. is significant in terms of cost and extent but not such as to drastically alter the original work, the University may charge the cost of revision against the royalty receipts or other fees due to the creator of the original work.
- ✓ **ii.** If the revision is such that the new version is almost a new work, then the creator of the original work may be offered a financial compensation package significantly lower than that specified in the original agreement.

7.4.7 (b) Where creator owns the Rights:

Regarding course materials in which the University has licensed rights from the creator,

the University shall give first refusal to the creator of the original work in producing derived works including updates, translations and revisions, regardless of whether the creator continues to be employed by the University or not. In order to enable the University to contact creators for this purpose, creators would keep communication with the Director, RIC, Tripura University to inform his/her current address at all times. It will be the responsibility of the creator(s) to inform the Director, RIC, of their consent or otherwise to undertake the revision proposed by the University within one month from the date of request by the University. The following cases will then apply:

- ✓ The creator of the original work is unable or unwilling to do the work required within the necessary time frame. (This time frame could be 3 months in the case of minor revision and/ or updating, 6 months for revision/ updating requiring moderate effort, and 12 months in the case of extensive changes): The University will have the right to extend these deadlines as it deems fit. In such a case, the University must inform the creator of the original work of its intention to contract with any other party to revise, update, or translate the work to the extent necessary to maintain the usefulness and quality of the course material as an instructional offering from the University. In such cases, the University shall state the name of the reviser on the derivative work and in all documentation relating to it, and it shall be clearly stated that the work is adapted from the original work.
- ✓ The original creator is willing to do the work required within the stipulated time frame: Since it is the duty of a copyright holder to revise and update the work from time to time, additional remuneration for such work may at best be nominal, if paid at all. For development of Educational Course Material in electronic form the comprehensive guidelines are to be followed.

7.4.8 Statement by Creators:

The creators of intellectual property under the terms of this policy shall be required to determine and to state that to the best of their knowledge the intellectual property does not infringe on any existing copyright or other intellectual property or other legal rights of third parties.

- ✓ If any part of the work is not the original work or creation of the creators, the

creators must show that the necessary permission for use has been obtained from the owner, or state their reasons for believing that such permission is not necessary as the use constitutes fair use. They will further certify that the work contains neither libellous material nor material that invades the privacy of others.

- ✓ In case a third party alleges infringement of their rights by a creator and the University RIC finds prima-facie that the creator may have made false claims, the University will take immediate steps to dissociate itself from the said intellectual property.
- ✓ All agreements with creators should indemnify the University against all damages arising out of such litigation.

7.4.9 Consulting Agreements:

Since consultancy comes to academic staff through University channels and is administered centrally, any intellectual property arising from consultancy should be assigned to the University in the interests of transparency and fair negotiation with consulting firms. The University will offer a first refusal option on the licensing of such intellectual property rights to the consulting firm, as with sponsored research as laid out in section 5.13. However, in recognition of the fact that a percentage of the consultant's fee is paid to the University, the royalty arising from commercialisation of intellectual property generated through consultancy. The creators who are engaged in consulting work or business should not be in conflict with University policy or with the University's prior contractual commitments. Such creators should make their University obligations known to outside parties before they make such agreements and should provide such parties with copies of all applicable University policies.

7.4.10 Responsibilities of Departments:

Each department will administer University policy as defined herein through its Departmental Notice Board. In particular each creator must maintain in his or her department records detailing his or her activities in generating intellectual property. Such records must be made available on demand to the University RIC for intellectual property registration.

7.4.11 Authority of Contracts:

All Commitments, Agreements, Memoranda of Understanding, etc. relating to commercialisation or exploitation of University-owned intellectual property will be granted in the name of the University for and on behalf of the University by the Director, RIC.

7.4.11 (a) Contracts and agreements:

All agreements including but not limited to the following categories, undertaken by any University personnel and students need to be approved by the University:

- i. Allegiance, Affirmation & Confidentiality Agreement
- ii. Consultation Agreement
- iii. Evaluation Agreement
- iv. Research and Development Agreement (R&DA/MOU)
- v. License Agreement
- vi. Technology Transfer Agreement
- vii. Alternative Dispute Resolution Agreement
- viii. Classified Information Non-disclosure (specific) Agreement
- ix. Materials Transfer Agreement (MTA)

The Director, RIC shall act as the final signing authority in all the categories of agreements listed above. IPR-Cell of RIC shall facilitate the process of framing such agreements by way of providing templates and services of professional consultants.

7.4.11 (b) Obtaining IPR:

If the University opts to protect the creative work, it shall provide an IPR Advisor/Patent Attorney for drafting the IP application as appropriate. The University shall pay for access to the relevant IP information databases and other associated costs. The inventor(s) shall conduct IP searches, study the present state of art and provide the necessary inputs to assist in the drafting of the IP application. The University shall bear all costs of drafting and filing an Indian IP application. If the University/creator chooses to file IP applications in other countries, then it shall bear the cost of application and

other associated costs. The University shall be free to enter into agreements with overseas institutions for protection and licensing of the IP.

7.4.12 First-refusal Option for Sponsors:

Unless the University decides otherwise on the merits of the case, agreements governing sponsored research shall provide that all intellectual property developed as a result of the sponsored research project shall belong to the University. When the creator discloses the generation of such intellectual property to the University, the sponsor will receive first refusal on an option to license the resulting intellectual property on terms to be negotiated on a case-by-case basis. The sponsor has to either accept or refuse its first-refusal option within 90 days of the date of offer of the option by the University to the sponsor. If the University finds that the sponsor has not taken steps to commercialise the property within one year of acceptance of the option, the University will be free to revoke the license. Confidentiality agreements will continue to apply in that event. The University may, at its own discretion, contract with sponsors to allow them specific rights, whether exclusive or non-exclusive, in the intellectual property whose creation they sponsor, if in the University's opinion the granting of such rights will facilitate the commercialisation of the intellectual property. In all cases the terms of licenses or assignment shall be determined through negotiation between the sponsor and the University once the sponsor agrees to exercise his or her licensing option. Considerations that must be taken into account are as follows, namely:

- i. the nature and application of the intellectual property;
- ii. the relative contributions of the University and the sponsor to resources involved in its creation; and
- iii. the University's opinion on the best way to commercialise the intellectual property.

If the sponsor refuses to exercise his or her first-refusal licensing option, the University will proceed to commercialise the intellectual property in such manner as it deems fit.

7.4.13 Handling of Theses, Term Papers and Research Submitted by Students:

It is a requirement in academia that the supervising teacher and the student must own the copyright of the thesis, which the student submits for the partial fulfilment of the

requirements for an academic degree. However, the supervising teacher and the student will grant a non-exclusive, *non-transferable royalty free license* to the University to use, in the course of non-commercial academic activity, the records and data generated in the course of the student's research.

Furthermore, it is possible that the research that the student carries out as part of the program of study may result in the generation of intellectual property other than the text of the thesis. Supervisors should advise the students during the course of their work that certain kinds of research may lead to the generation of intellectual property which will require protection of its commercial value through confidentiality, for which the student will have to forgo publication during the period of sealing of a patent. Care should be taken at all stages to see that no conflict of interest arises between the student's academic activities and the generation of intellectual property.

This additional intellectual property will be assigned to the University if such property has been generated using University-supported resources and is commercialisable within the scope of this document. The University will then have the rights in this intellectual property assigned to it as per section 7.4.3(a) while the copyright of the thesis in which this intellectual property is described or outlined will remain with the teacher and the student vide section 7.4.14 (a). The supervising teacher and the student will undertake to maintain confidentiality while the University will restrict access to the thesis for a limited period as per sections 7.4.1, 7.4.2 and 7.4.3, the student is employed to assist in execution of a sponsored project or program. The intellectual property rights in their contribution to that project will be governed by the terms of the contract between the student, the University and the sponsoring body of the project, the intellectual property has been generated as a work-for-hire. In all such cases the student and/or his/her supervising teacher will retain the moral right to be identified as the creator of the intellectual property as per sections 7.4.3. In the case of any intellectual property generated in the course of a student's program of study, it is the duty of the students and the supervising teacher to make sure that the publication/submission of such work does not violate any confidentiality agreement. Where the thesis of a student contains details of commercialisable intellectual property, the University, the supervising teacher and the student must agree to keep the thesis, in part or whole, and all relevant documents,

confidential until the process of securing statutory protection for the intellectual property is complete. It should be noted that the submission of the thesis for examination does not violate confidentiality because the thesis remains confidential until the examination process is over. It is to be noted that retention of the hard copy by the University library is essential for meeting the requirements for a degree, and the supervising teacher/teachers and the student must agree to allow the abstract of the thesis to be made available electronically, the supervising teacher and the student will have the option to refuse releasing of the full electronic text of the thesis on any network.

On the University's part, the library has a duty to ensure that the use of the texts of thesis held by it is consonant with laws governing copyright and fair use, as well as sound academic practice.

7.4.14 Assessment of Innovation for Protection:

To facilitate assessment, the Detector, RIC shall form an IP Assessment Committee (IPAC) consisting of a chairperson, and at least three additional faculty members with domain expertise or familiarity/experience in areas related to the creative work. The creator(s) would be free to suggest names of faculty who are qualified to evaluate the creative work and who may be invited by the Director, RIC. University shall have the right to consult on a confidential basis with appropriate experts in the field of IPR in question in order to assist in the assessment of innovation and its commercial potential in India and abroad. The RIC shall assess the disclosure in a timely manner about the patentability of the invention according to the provisions of sections 7.4.2 and 7.4.14 (c) of this policy.

The RIC may make one of the following recommendations that the University shall take the responsibility of protection of the IP, in which case, the University will initiate appropriate processes. That the University shall not take the responsibility of protection of the IP, in which case, the rights to the disclosed invention shall be promptly reassigned to the creator(s). The creator(s) may then choose to protect the creative work on their own.

7.4.14 (a) Filing of IP Applications in foreign countries:

Subjected to the provisions of section 39 of the Patent Act, 1970 the University shall,

decide on the suitability of protection of the invention in foreign countries within six months of filing the Complete IP Application in India if no secrecy direction is received from Patent Office. If the University opts not to undertake such protection in any specific country requested by the inventor(s) relating to the application where no secrecy has been imposed by the Patent Office, the University shall assign rights of the IP in that country to the creator(s) for the purpose of such protection.

7.4.14 (b) Renewal of IP Rights:

The Director, RIC, will take a decision on the annual renewal of IP rights. If the University decides not to renew the IPR in any country, then it will assign the rights of the IP in that country to the creator(s) upon a request to that effect from the creator(s). In case of patents, the process of reassignment will be completed in a period of three months before the due date for its renewal. In all cases, where IP rights in any specific country have been reassigned to the inventor(s), the University shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by the University.

7.4.15 IP Protection and Technology Transfer:

7.4.15 (a) Procedure of IP Protection by filing of patent through University:

All employees (faculty / scientists / Research scholar/staffs) and students desirous of filing a patent application in connection with an innovative work done by them shall follow the procedure outlined below:

- ✓ Forward a proposal prepared by the concerned investigator to Director, RIC, outlining their request to file a patent application. An Invention Disclosure Form (IDF) should accompany this proposal on the Intellectual property to be protected. The application will be processed by the office of Director, RIC as per the Intellectual Property Rights Policy of the University. The IP Assessment Committee (IPAC) set up by the Director, RIC will assess the application, based on a feedback from the University's IPR consultant. A report/recommendation by the RIC will be given to the Director, RIC within 1-2 weeks following
- i. a review of the write-up accompanying the application;

- ii. a presentation by the applicant(s) and ensuing discussions; and
- iii. the receipt of any additional data/inputs/clarifications the committee may seek.

If the work is recommended for patenting by the University, the applicant will be requested to have further discussion with the patent attorney for completing formalities for filing the application in India abroad. Other forms of intellectual property generated during the course of research and development, such as Copyrights, design registrations, trademarks, etc. will essentially follow the same procedure as above.

7.4.15 (b) Technology transfer:

The University shall strive to market the IP and identify potential licensee(s) for the IP to which it has ownership. The creator(s) are expected to assist in this process. The University may contract the IP to any Technology Management Agencies (Government/Private), which manages the commercialisation of the IP. For the IP for which exclusive rights have not been already assigned to a third party, the creator(s) may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care so as not to affect the value of the IP through appropriate agreements such as Non-Disclosure Agreement (NDA) with the potential licensee(s) during technology marketing discussions. If the University is not able to commercialise the IP in a reasonable time frame, then it may reassign the rights of the IP to the creator(s) of the IP. Alternatively, if the University has not been able to commercialise the creative work in a reasonable time frame, the creator(s) may approach the Director, RIC for the assignment of rights of the invention(s) to them.

7.5. Record keeping procedures:

It shall be the responsibility of the Heads of the Departments/Centres or persons authorized by the Director, RIC to ascertain the facilities / resources have been used for the purpose of generation of intellectual property by a creator in a given Department. All data and details generated by a creator in the course of creation of intellectual property should be systematically recorded in the concerned department as outlined below:

- i. All laboratory records shall be entered in indelible ink in bound volumes marked **Private & Confidential** with all pages serially and permanently numbered, without mutilations or insertions.
- ii. All blank spaces between successive entries should be cancelled as if they were deletions and authenticated with the creator's initials and date.
- iii. Precise descriptions of all actions and experiments carried out should be provided. Ideas or suggestions should be headlines as such, so as to clearly differentiate them from work actually performed.
- iv. No abbreviations or terms, except where their use is standard practice in that particular discipline, should be used, unless clearly explained in a table at the front or back of the book.
- v. Crucial data or descriptions or experiments (Know-how), which relate to valuable inventions or discoveries should be signed and dated by the creator, supervisor, or coordinator of the project.
- vi. Modifications, if any, should be made by drawing a line through the deleted matter and writing cancelled beside it. The corrected data (clearly marked as such) should be entered immediately below, authenticated by the creator with his / her initials and date.
- vii. Samples of new products or of products produced by a new method should be preserved, if possible, and photographed for the record. All photographs should be dated and signed by the creator on the reverse.

7.6. Revenue Sharing:

Any revenue generated by the exploitation of IPR, will be shared between the creator (s)/inventor (s), his or her faculty/department/centre and University after deduction of agreed costs borne by the University on the prescribed terms and conditions. The guideline for sharing the net earnings generated from the commercialisation of University-owned intellectual property will be taken in slabs as follows:

The tables show the distribution of Net Revenue to all participants:

| Cumulative Net Revenue | Rs. 1000– 5,00,000 | Rs.500,001 - 10,00,000 | More than Rs.10,00,000 |
|-----------------------------|-----------------------|---------------------------|---------------------------|
| Inventor | 50% | 50% | 50% |
| University Fee | 20% | 20% | 20% |
| Research & Innovation Cell | 10% | 5% | 5% |
| Inventor's Department | 20% | 15% | 15% |
| University Development Fund | 0% | 10% | 10% |

The creator(s) share would be declared annually and disbursement will be made to the creator(s), their legal heir, whether or not the creators are associated with the University at the time of disbursement. When the University reassigns the rights of the IP to its creator(s) for any country, the creator(s) shall reimburse the costs incurred by the University for the protection, maintenance and marketing and other associated costs from the cumulative earnings from successful commercialisation in that country as under: Case Cumulative earnings Inventor(s)' share University's share A Up to twice the cost incurred by University for protection, marketing and other associated costs of 50% 50% B Beyond A 100% 0% Co-creators of IP shall sign at the time of disclosure, a Distribution of IP Earnings Agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The inventors may at any time by mutual consent revise the Distribution of IP Earnings Agreement. The creator's share will continue to be paid to the person or his/her nominee irrespective of whether the creator/inventor continues in the employment of the University or is deceased. The University will also honour any commitment to make payments to a member of the University staff as a creator/inventor who had left the employment of the University prior to the exploitation of IPR.

In case there is a third party (i.e. funding agency), the respective shares of the University and creators will be calculated on the net receipts after deducting the third party's share. The creator may opt for his/her personal share to be retained by the University. The creator's share will continue to be paid irrespective of whether the individual continues as

an employee/student/scholar of the University.

7.7. Infringements, Damages, Liability, and Indemnity Insurance:

As a matter of policy, the University shall, in any contract between the licensee and the University, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation. The University shall also ensure that the University personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees. The University shall retain the right to engage or not in any litigation concerning patents and license infringements.

7.8. Conflict of Interest:

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. 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. A license or an assignment of rights for a patent to a company in which the inventors have a stake shall be subject to the approval of the Director, RIC taking into consideration this fact.

7.9. Dispute resolution:

In case of any disputes between the University and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Director, RIC of the University. Efforts shall be made to address the concerns of the aggrieved party. The Director's decision in this regard would be final and binding.

7.10. Application of policy:

This policy shall be deemed a part of the conditions of employment for every employee of the University and a part of the conditions of enrolment and attendance of students at the University, students on enrolment, and to all existing staff and students. Further, the University reserves the right to amend the IPR Policy as and when such need arises/ deemed fit. All potential creators who participate in a sponsored research project and/ or

make use of University-sponsored resources shall abide by this policy and shall accept the principles of ownership of intellectual property as stated in this policy unless an exception is approved in writing by the University. All creators of intellectual property shall execute appropriate documents required to set forth effectively the ownership and rights as specified in this policy.

7.11. Right to regulate policy:

The University RIC shall have the responsibility for interpreting the policy, resolving disputes, the application of the policy and recommending changes to the policy from time to time to the Executive Council of Tripura University. The Executive Council shall consider such changes / recommendations and take such decision thereon as it deems fit. The IPR Policy may be reviewed after three years or earlier, if a major change in the same takes place at the National Level.

8. Legal Jurisdiction:

As a policy, all agreements signed by the University and dispute(s) arising there from, will be subject to the legal jurisdiction of the High Court of Tripura at Agartala, Tripura only and shall be governed by the appropriate laws of India.



INVENTION/TECHNOLOGY DEVELOPMENT DISCLOSURE

1. Title of the project / Invention

2. Inventor(s) / collaborator(s) filling the patent
 - (a) Name _____ Designation _____
Dept. _____ Office Address _____
Office Phone _____ E-mail _____
 - (b) Name _____ Designation _____
Dept. _____ Office Address _____
Office Phone _____ E-mail _____
 - (c) Name _____ Designation _____
Dept. _____ Office Address _____
Office Phone _____ E-mail _____
3. Principal Investigator _____
4. Sponsor(s) / Source of funding of the project / consultancy - with or without prior contractual agreement _____

5. Is the work bound by any agreement / contract / MOU?
6. Is the patent (to be filed) for a process or product?
7. General area of the patent
8. Description of the invention (not more than 100 words)
 - a. The problem for which solution was researched
 - b. The invention namely the solution to the problem
9. Origin of the idea / invention: by whom and when?
10. Any help received from others in conception of the idea?
11. Date of start of the project
12. Give literature search details
 - a. Journals and other publications
 - b. Patent databases



13. Has the work been displayed anywhere, if yes, when?
14. First record of initial Idea / invention
(Oral/written/conceptualisation)
15. Has the work been reported / published / presented oral or poster anywhere (if yes, give full description)?
16. Has any related patents been filed by the inventor?
17. Information available in the published literature (prior art) about the problem tackled
18. Unique features about the work done with respect to prior art
 - a. Is the work a mere extension of common known knowledge?
 - b. Has the work filled a major gap in prior art? If yes, a brief description of this gap.
 - c. Any environmental issues?
 - d. What aspect of the invention needs protection
19. Has the work been systematically and chronologically documented?
20. Commercial aspects of the invention/ technology developed
21. Any costing of the product / process / invention been done?
22. Any industries / companies interested in licensing the work
23. Is the work
 - a. Completed and results validated?
 - b. At a basic conceptualisation stage?
24. I agree to assign to Tripura University my rights in the invention
First Inventor's Signature _____ Dated _____
Second Inventor's Signature _____ Dated _____
Third Inventor's Signature _____ Dated _____
25. Invention disclosed and evaluated by
Name _____ Address _____

26. Enclosure (signed) – Preliminary details of disclosure
If PI is not an inventor.
Head of Department/Centre: _____
Signature _____ Date _____
Director, R&I Cell: _____
Signature _____ Date _____



CONFIDENTIALITY AGREEMENT

The agreement is entered on _____ between Date
form ___(D)___(M)___(Y) to ___(D)___(M)___(Y) _____

A. Tripura University (herein after referred as TU)

and

B. Organisation: _____

(herein after referred _____) to the following effect.

a. *Whereas* TU has certain technical information related to the area of _____ (herein after referred as Confidential Document) and

b. *Whereas* _____ is interested in examining the Confidential Document.

c. Now, therefore, the parties TU and _____ agree to the following:

i. TU shall disclose to _____ for 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 organisation'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 (b) and (c) will not be applicable for those parts where
1. The contents are known to be in public domain or available prior to the date of disclosure.
2. The contents are demonstrated to be in possession of _____ or its subsidiaries from other sources prior to the disclosure.

d. The content appears in the public domain by publication or otherwise.

e. The obligation of confidentiality on the part of _____ will be in force for _____ unless the period is extended subsequently.

f. 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.



TRIPURA UNIVERSITY, Suryamaninagar-799022
(A Central University)

Name _____

Name _____

(Authorised representative)

(Authorised representative)

Signature _____

Signature _____

Dated _____

Dated _____

d m y

d m y

Tripura University _____

(Name of receiving Institute)

Seal

Seal



PATENT APPLICATION ASSESSMENT

| Revenue Potential | Assessment | +, 0, - |
|--|---|---------|
| Identification of commercial application | <ul style="list-style-type: none">- First use- Follow up scope- Nature of application- 'Hot List' from market view point | |
| Level of Composition | <ul style="list-style-type: none">- Alternative technology- Information on available patents- Related information available in Published literature | |
| Level of Potential Royalties | <ul style="list-style-type: none">- Nature of licence- Projected product sale- Royalty rate | |
| Enforceability of License/Patent | <ul style="list-style-type: none">- Visibility and detestability of infringement- Distinguish ability from alternative approaches | |
| Track record of Inventor | <ul style="list-style-type: none">- Previous record- Standing in academia | |
| Promoters | <ul style="list-style-type: none">- Industry- Researchers/Scientists- Users | |
| Rating of the Discipline as viewed by | <ul style="list-style-type: none">- Government- Financial sector- Industry | |
| Background information | <ul style="list-style-type: none">- Add on invention/innovation- Availability of market users- Availability of manufacturing process | |
| Status of Development | <ul style="list-style-type: none">- Prototype- Validated concept- Analytical/simulation support- Conceptual | |
| Linkage available | <ul style="list-style-type: none">- Industry- Academic institution- R & D organisation | |

(-) (0-10,000)

(0) (10,000 – 100,000) (+)

(> 100,000)



**AUTHORISATION CERTIFICATES TO TRIPURA UNIVERSITY /
COLLABORATIVE ORGANISATIONS BY AUTHORS (EMPLOYEE) FOR IPR
PROTECTION**

We/I (i) _____
(ii) _____
(iii) _____
(iv) _____

of (i) (Institute / Organisation's name):

Address: _____
City _____
Pin Code _____
State _____

(ii) (Institute / Organisation's name):

Address: _____
City _____
Pin Code _____
State _____

Have developed software/scientific work/artistic work/mask work entitled
“ _____
_____”.

The software / scientific work / artistic work / mask work has been developed by us during the course of our / my employment with TU, as a part of our duty and the work has made use of significant resources and duty time.

As per our / my terms and conditions of appointment of our employer / Institutes / organizations mentioned above we/I assign the ownership of the submitted work to our / my employer organizations.



We/I hereby authorize _____
and _____ to process registration of copyright under the
Indian Copyright Act, 1957.

Authors:

- | | | | |
|----|------------------------|----|------------------------|
| 1. | a. Name _____ | 2. | a. Name _____ |
| | b. Signature _____ | | b. Signature _____ |
| | c. Date _____ | | c. Date _____ |
| | Name of employer _____ | | Name of Employer _____ |
| | d. Organisation _____ | | d. Organisation _____ |
| | | | |
| 3. | a. Name _____ | 4. | a. Name _____ |
| | b. Signature _____ | | b. Signature _____ |
| | c. Date _____ | | c. Date _____ |
| | Name of employer _____ | | Name of Employer _____ |
| | d. Organisation _____ | | d. Organisation _____ |

Endorsement of authorized officer of the organizations for processing of registration of
copyright.

| | |
|-------------------|-------------------|
| Name _____ | Name _____ |
| Designation _____ | Designation _____ |
| Seal _____ | Seal _____ |
| Date _____ | Date _____ |



From No.: TU/IPR/6A

**APPLICATION FOR COPYRIGHT REGISTRATION OF IN-HOUSE DEVELOPED
TECHNICAL/PROFESSIONAL/SCIENTIFIC/ARTISTIC WORK**

**Copyrightable Material Disclosure
(Non-Software)**

1. Author's name :
 - a. _____
 - b. _____
 - c. _____
 - d. _____

2. Deptt/Centre/Unit :
 - a. _____
 - b. _____
 - c. _____
 - d. _____

3. Title of Document/Work:

4. Brief description about the nature of document (approx. 150 words) (To be annexed)
TICK AS APPROPRIATE
 - a. Review
 - b. Design report
 - f. Pre-publication report
 - b. Research/Development work report
 - d. Survey
 - g. Any other
 - e. Class note

5. Claims of originality (approx. 150words)
 - a.
 - b.
 - c.

6. Any similar report/document available to the knowledge of authors:

7. Does the Document/Work belong to the category of:
 - a. Sponsored Research, if yes: Project Title: _____



Project code: _____

- b. Ph.D. Thesis []
 - c. UG/PG Thesis []
 - d. Individual work []
 - e. Collaborative work between organisations []
 - f. Class Notes/Teaching Material []
8. Does the document use non-obvious diagrams from other's work and, if so, if permission has been taken for reproducing in the document?
- Yes [] No []

Signature _____

Date _____



**EVALUATION OF TECHNICAL / INTELLECTUAL WORK FOR
COPYRIGHT REGISTRATION**

1. a. Name of the PI/author/supervisor: _____
b. Co-author(s): (i) _____
(ii) _____
(iii) _____
(iv) _____
2. Designation/Status (Faculty/Student/Research staff):
a. PI/author/supervisor: _____
b. Co-author: _____
3. Department / centre:
a. PI/author: _____
b. Co-author: _____
4. Background of creative work:
a. Technical report for sponsored project.
b. Research report as a part of students' project.
c. Research report/creative work on individual initiative.
d. Project work from Master Degree and from Ph.D. thesis.
5. Claims on originality:
a. Similar Report /work does not exist []
b. Contains hitherto unpublished work []
c. Classroom teaching material/problems of original nature []
6. Certificate:
a. The work has originality of presentation to the best of knowledge of the author.
b. The work does not violate copyright of others and permission has been obtained for materials reproduced, if any.
c. A soft-bound copy is available for placing in library through IPR office after copyright is registered.



7. Signature of authors:
- (i) _____
 - (ii) _____
 - (iii) _____
 - (iv) _____
 - (v) _____

8. Date: _____
 dd mm yyyy

FOR IPR OFFICE USE

1. Date of receipt at R&I Cell Office: _____
2. IPR Code No.: _____
(To be conveyed to author/PI)
3. Constitution of committee:
 - a. Chairman _____
 - b. _____
 - c. _____
4. Recommendation/Observation of the Committee for registration purpose only.
 - a. Approved []
 - b. Revision suggested []
 - c. Rejected []
5. Document processed for registration Date _____
6. Registration formalised Date _____
7. Notification to authors Date _____
8. Copy sent to library Date _____



From No.: TU/ IPR/7

**APPLICATION FOR ENLISTING OF IN-HOUSE DEVELOPED
SOFTWARE/COMPUTER PROGRAM IN THE
'SOFTWARE BANK' OF TU**

1. Author(s) Name: a. _____
 b. _____
 c. _____
 d. _____
2. Dept./Centre a. _____
 b. _____
 c. _____
 d. _____

3. Software/Computer Program Title:

4. Give (in 150 words approx) an introduction to the program?

5. What is unique about the package? (in 150 words)

6. What is the application area/advantage of the package? (within 50-70 words approx.)



7. Who are the likely users of the package?

8. What other packages/ approaches compete with this package?

9. How big is the code?
a. Lines of code: _____
b. Language, system developed on: _____
c. Man years of research: _____
d. Man years of development: _____
10. Has the package been developed as a part of:
a. Sponsored Project [] b. Ph.D./PG/UG Thesis []
c. Individual [] d. Collaborative Research []
If yes, give specific information (25 words):

11. Does the software use other packages? If yes, give detail:

12. Status of validation: _____
13. Sample application illustration. (To be appended): _____
14. Authors' recommendations on category of registration.
a. Proprietary []
b. Public domain []
c. Limited circulation []
15. List of possible users: (Please attach list with the following details)
a. Contact Person _____
b. Name of organisation _____
c. Department _____



From No.: TU/ IPR/8

**AUTHORISATION TO DEPARTMENT / CENTER (EMPLOYER) BY
AUTHORS (EMPLOYEES) FOR “COPYRIGHTING REGISTRATION”**

We/I (i) _____
(ii) _____
(iii) _____
(iv) _____

of Dept./Centre (i) _____
(ii) _____
(iii) _____
(iv) _____

Tripura University (TU), Agartala 799022 have developed a software/scientific work/literary work/Video work/mask work entitled
“ _____
_____”.

This software/scientific work/literary work/video work/mask work has been developed by us during the course of our employment with TU and the work has been done as a part of our duty. We hereby do not claim ownership of this work as per the terms and conditions of our appointment in TU. TU is assigned the ownership of the said software and we have no objection in TU obtaining a copyright for the said software under the Indian Copyright Act, 1957.

Authors:

1. a. Name _____
b. Signature _____
c. Date _____
2. a. Name _____
b. Signature _____
c. Date _____
3. a. Name _____
b. Signature _____
c. Date _____
4. a. Name _____
b. Signature _____
c. Date _____



From No.: TU/ IPR/9

APPLICATION FOR REGISTRATION OF COPYRIGHT

To,
The Registrar of Copyright
Copyright Office
New Delhi

| |
|---|
| In Reply Quote Reference No.: _____ Date: _____ |
|---|

Sir,
In accordance with Section 45 of the Copyright Act, 1957 (14 of 1957), I/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.

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

- 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) | Date of despatch (2) |
|--|-------------------------|
| Not applicable | Not applicable |

- The prescribed fee has been paid, as per details below: IPO No. _____ Dt. _____
For Rs. _____ (in fig.) _____ (in words)

- Communication on this subject may be addressed to:

The Director,
Research and Innovation Cell,
Tripura University (A Central University), Suryamaninagar, Agartala, Tripura-799022
- I/We hereby declare that to the best of my/our 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/our copyright of this work or to its use by me/us.
- I/We hereby verify that the particulars given in this Form and in the Statement of Particulars



TRIPURA UNIVERSITY, Suryamaninagar-799022

(A Central University)

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: _____

Date: _____

Yours faithfully

Name: _____

Designation: R&I Cell / Dept. Nominee

Signature: _____

Date: _____

List of Enclosures:

1. Statement of Particulars (in triplicate)
2. Statement of Further Particulars (in triplicate)
3. Declaration of Assignment of Rights (in triplicate)
4. Manuscript (in duplicate)
5. IPO for Rs. _____



SOFTWARE LICENCE AGREEMENT (RESEARCH/EDUCATIONAL)

The agreement is entered on _____ (day) _____ (month), 20 _____ (year) between Tripura University, Agartala (Address: Agartala – 799022, INDIA) (hereafter referred to as “LICENSOR”) and _____ (Address: _____) (hereafter referred to as “LICENSEE”).

It is understood that

WHEREAS TU (Licensor) owns certain right, title and interest in the computer program entitled “_____” and relevant documentation (if any), as per TU research innovation policy (hereafter referred).

WHEREAS, TU is pleased to release the program for utilisation for promoting research and education.

WHEREAS, Licensee desires to procure the Program on non-exclusive basis and has paid the licence fees agreeing to the terms and conditions set down below.

WHEREAS, Licensor agrees to grant the necessary licence for promoting and fostering research and education in the public interest.

WHEREAS, Licensor, nevertheless retains all rights of ownership and intellectual property rights of the Program such as patent copyright and other licensing rights as deemed fit from time to time.

WHEREAS, Licensor, declares that no other licence, implicit or explicit, is transferred to the Licensee for any other purpose than mentioned herein.

NOW, the Licensor and Licensee, mutually agree to the following terms:

1. Licence

- (a) TU agrees for granting non-exclusive licence to use the Program for research and education. The Licensee is not entitled for any right to distribute the Program to third party and shall use the Program on the following location:



TRIPURA UNIVERSITY, Suryamaninagar-799022

(A Central University)

Location _____

- (b) Licensee agree that the Program shall not be used for commercial purposes and the program will not be coded in another computer language or adapted to deny TU the rights owned by it.
- (c) Licensor reserves the right to inspect Licensee's use of the program to ascertain compliance of Licensee to the agreement
- (d) Licensee will obtain permission from TU for using the Program in conjunction with commercially funded research so that TU can consider approval of such use for the enhancement of research and educational objective.

2. License Fees

Licensee fees shall be paid to TU a fee of _____ as the sole amount mostly as media and other handling overhead costs for making the Computer Program available.

3. Licensee's Display Obligation and Licensor's Post-Delivery Commitments

3.1 The Licensee will display in all copies of the Program or its parts the Licensor's claim of the copyright in the following title:

“COPYRIGHT 20_____, TRIPURA UNIVERSITY, ALL RIGHTS RESERVED” or

“TU, 20 _____ ALL RIGHTS RESERVED”.

3.2 Licensee will be given the PROGRAM on 'AS IS' basis and it is not obligatory for Licensor to provide maintenance, updates or clarifications debugging.

3.3 Indemnity: Licensor declares that the Program is in evolutionary research phase and does not guarantee error or bug free code.

3.4 Licensor will not be subject to any responsibility for the results related to design/product etc. and no staff/faculty member/s associated will be liable to any damages directly or indirectly caused by the use of the Program.

4. On return of the form in duplicate duly signed by the authorised person on behalf of the receiving Institute and advanced payment by cheque, the software, along with user manual, if any, will be dispatched*. The cheque is to be addressed to: _____

(Sponsored Research and Industrial Consultancy Account, Research and Innovation Cell, Tripura University (A Central University), Suryamaninagar, Agartala, Tripura-799022.



5. **a.** Name of authorised person of the receiving institution
(in Block Letters)

Signature: _____

Date: _____

Seal

- b.** Name of authorised person of the receiving institution
(in Block Letters)

Signature: _____

Date: _____

Seal

Note: One copy of the agreement will be made available to the receiving organisation.



From No.: TU/IPR/11

TRIPURA UNIVERSITY OWNERSHIP RIGHT WAIVER APPLICATION

Request that:

- (i) TU claims no right on the technology/manuscript described below in the present form as I declare that I have developed the above outside the purview of sponsored project and with insignificant use of TU facilities.
- (ii) TU waives its ownership right in technology/manuscript described below

Title: _____

Nature of work:

Software [] Invention [] Thesis []]
Mask work [] Other tangible materials []]

Description: _____

Department/Centre: _____

Sponsorship (if any): _____

TU facilities/equipment utilized: _____

TU funds utilized: _____ (in word) _____

In case of thesis, whether any part formed a report of sponsored research contact:

Potential use of technology: _____

Date: _____

Signature _____

Name _____

Approved by HOD/Concern person

Address _____



COPYRIGHT AGREEMENT CONTRACT FOR COMMISSIONED WORK

Tripura University (TU) is pleased to assign the work described below to:

- A. Name of organisation: _____
Address _____

- B. Job description: As per enclosure
- C. Job contract _____
Reference: _____

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

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

Signature : _____

Name of authorised person of the Institute executing work _____

Seal:

Date: _____



SOFTWARE OWNERSHIP/CONTROL AGREEMENT (STUDENT)

1. I understand that I am entitled for all rights for inventions related to computer software developed by me independently and implemented except when:
 - a. I have been paid for the work during the development of the said software:
 - b. the work related to sponsored/consultancy work where Department / Center has obligations to the sponsor;
 - c. the work relates to the research program of faculty member of the Department / Center.

2. I further understand that I am not entitled for ownership of the software/program related to or used in educational program (course work, assignments, theses, etc.) even though the educational program formed partly/fully an assignment to me.

3. I undertake to assign to the Department / Center the ownership of computer software and execute necessary formalities as and when needed if the software formed part of 1a, b, c, and course work/assignment.

4. I understand that in case of my association in 1a, b, c, I shall be entitled for sharing of any income to be decided by appropriate authority as per norms laid down by the Department / Center from time to time.

5. I also undertake to inform TU about any commercial exploitation of software developed and owned by me during my studentship at TU.

6. My assignment of category is based on professional objectivity and condenses with supervisor and is not imposed.

Name: _____

Roll No.: _____

Department/Centre: _____

Signature _____

Date: _____



NON-COMMERCIAL MATERIAL TRANSFER AGREEMENT (MTA)

In response to your request for

it is to inform you that TU agrees to provide you with the material requested for your use only for the purpose of research and education. It is understood that the material is transferred strictly for non-commercial purpose. The following conditions will be met while receiving the material:

1. The present agreement covers _____ derivatives and associated documents, if any.
2. The material is exclusively meant for your use and for associates working directly under/with you. The material will not be transferred or distributed to any other person.
3. The material is provided to you without any undertaking on the part of TU related to loss, risk, safety and related consequence.
4. Any research resulting out of the use of material provided to you under the MTA will record due acknowledgement of TU.
5. It is also converted that by virtue of making the material available TU is not bound to grant any other property right or licence to the receiver.
6. TU holds the right to recall the material or request for destroying if it is necessary.

In case above conditions are acceptable to you, please send the agreement signed by authorised representative of your Department / Center and return it to the following address.

Subject: IPR transfer

Office: The Director, Research and Innovation Cell, Tripura University (A Central University), Suryamaninagar, Agartala, Tripura-799022

The material requested will be sent at the earliest after the receipt of the agreement.

Signature : _____

Name : _____

Designation : _____

Date: _____

Requesting / Reviewing Department / Center: _____

The terms and conditions agreed.

1. Name, Signature, Date: _____

2. Name of the authorised representative, Signature with Date: _____



From No.: TU/IPR/15A

PROVISIONAL PATENT APPLICATION FORM

(To be filled by Faculty/Research/Project Staff with information to IPR)

The Patents Act, 1970
APPLICATION FOR PATENT

1. I/We, _____ and _____

Address: _____

Nationality: _____

Hereby declare

2. (i) that we are in possession of an invention for:

(ii) that I/we _____ and _____

claimed to be true inventors thereof;

(iii) that the provisional specification filled with this application is and any amended specification which may hereafter be filled in this behalf will be, true of the invention to which this application relates;

(iv) that we believe that we are entitled to a patent for the said invention having regard to the provisions of Patents Act, 1970;

(v) that to the best of our knowledge, information and belief, the facts and matters stated herein are correct and that there is no lawful ground of objection to the grant of Patent to us on this application.

We request that a patent may be granted to us for the said invention.

We request that all notices, requisitions and communications relating to this application may be sent to:

Dated this

Signature(s) _____

To

The Controller of Patents, The Patents
Office,

_____ (Place)



SPECIFICATIONS FOR PROVISIONAL PATENT

Patents Act, 1970
PROVISIONAL SPECIFICATIONS

1. Title : _____

2. Inventors:

(i) Name: _____

Address: _____

(ii) Name: _____

Address: _____

(iii) Name: _____

Address: _____

3. Abstract:

Dated this _____ day of _____, 20_____

Signature(s) _____ and _____



WORK FOR HIRE AGREEMENT

I/we, the undersigned, _____ hereby certify that _____ (the “Work”; attach additional sheet if necessary to accurately describe the work) was specially commissioned by and is to be considered a “work made for hire” by TU, herein after referred to as Institute with address at Tripura University, Agartala– 799022, India and that TU is entitled to all patent / copyright / trademark and all other Intellectual property rights thereto.

Without limiting the good and valuable consideration, receipt of which is hereby acknowledged and in accordance with the above entitled of Intellectual Property generated by me/us, I/we hereby assign and / or transfer to University 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/we further agree that no copyright material assigned by me to the Institute under this agreement shall be reproduced by me beyond that which falls under fair use, and I/we shall retain only moral rights to this material. Furthermore, no patent-able invention /technology innovation / trademarks developed by myself, and others I/we shall be working with, are disclosed by me/us to any other party upon termination of this agreement. I/we understand that any prior disclosure by myself/ourselves, directly or indirectly, either during the period of this work -for-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/s:

Address:

Work – for hire agreement tenable Department/ Centre: _____

In the project:



HANDLING AND ARCHIVING OF THESES AND DISSERTATIONS (HATD)

Submitted to the
Tripura University, Agartala

DECLARATION BY THE AUTHOR OF THE THESIS / DISSERTATION

I, Sri / Smt. / Kum _____

Enrolment No. _____ registered as a Research Scholar or a student of programs such as M.Sc. / M.A / M. Com / M.Tech. / M. Pharm / MCA / MBA / IMD/Ph.D. / _____ (tick whichever is applicable) in the Department / Centre of _____ Tripura University, Agartala, India (hereinafter referred to as the 'Department / Centre ') do hereby submit my thesis, title: _____

(herein after referred to as 'my thesis') in a printed as well as in an electronic version for holding in the library of record of the Department / Centre.

I hereby declare that:

1. The electronic version of my thesis submitted herewith on CDROM is in _____ format. (mention whether PostScript or PDF)
2. My thesis is my original work of which the copyright vest in me and my thesis does not infringe or violate the rights of anyone else.
3. The contents of the electronic version of my thesis submitted herewith are the same as that submitted as final hard copy of my thesis after my viva voce and adjudication of my thesis on _____ (date).
4. I agree to abide by the terms and conditions of the Department / Centre Policy on Intellectual Property (hereinafter Policy) currently in effect, as approved by the competent authority of the Department / Centre .
5. I agree to allow the Department / Centre to make available the abstract of my thesis in both hard copy (printed) and electronic form.
6. For the Department / Centre's own, non commercial, academic use I grant to the Department / Centre the non-exclusive license to make limited copies of my thesis in whole or in part and to loan such copies at the Department / Centre's discretion to academic persons and bodies approved of from time to time by the Department / Centre for non – commercial academic use. All usage under this clause will be governed by the relevant fair use provisions in the Policy and by the Indian Copyright Act in force at the time of submission of the thesis.
7. Furthermore (strike out whichever is not applicable)

- (a) I agree / do not agree to allow the Department / Centre to place such copies of the electronic



- version of my thesis on the private Intranet maintained by the Department / Centre for its own academic community.
- (b) I agree/ do not agree to allow the Department / Centre to publish such copies of the electronic version of my thesis on a public access website of the Internet should it so desire.
8. That in keeping with the said Policy of the Department / Centre I agree to assign to the Department / Centre (or its Designee/s) according to the following categories all rights in inventions, discoveries or rights of patent and / or similar property rights derived from my thesis wherever my thesis has been completed (tick whichever relevant):
- (a) With use of Department / Centre – supported resources as defined by the Policy and revisions thereof.
- (b) With support, in part or whole, from a sponsored project or program, vide clause 6(m) of the Policy.
- I further recognize that:
- (c) All rights in intellectual property described in my thesis where my work does not qualify under sub-clause 8(a) and / or 8(b) remain with me.
9. The Department / Centre will evaluate my thesis under clause 6(b1) of the Policy. If intellectual property described in my thesis qualifies under clause 6(b1) (ii) as Department / Centre -owned intellectual property, the Department / Centre will proceed for commercialisation of the property under clause 6(b4) of the Policy. I agree to maintain confidentiality as per clause 6(b4) of the Policy.
10. If the Department / Centre does not wish to file a patent based on my thesis, and it is my opinion that my thesis describes patent-able intellectual property to which I wish to restrict access, I agree to notify the Department / Centre to that effect. In such a case no part of my thesis may be disclosed by the Department / Centre to any person(s) without my written authorization for one year after the date of submission of the thesis or the period necessary for sealing the patent, whichever is earlier.

Name of student: _____ Name of supervisor/s: _____

Signature of student: _____ Signature of supervisor/s: _____

Signature of the Head of the Department / Centre: _____



MUTUAL SECRECY AGREEMENT

This agreement is between Tripura University, Agartala, the provider organization, herein after referred to as Tripura University, the researcher(s) at TU, the provider scientist(s), the party of the first part, and the organization: _____ the party of the second part.

1. Whereas the provider scientist(s) and/or TU, the first part, are owners of the invention called _____ (description) and / or owners of certain technical data / process technology other information, herein after referred to as proprietary information, developed through their own efforts.
2. Whereas the organization _____ (name) is the owner of certain technical data / information / technology, herein after referred to as proprietary information, developed if any, through its own business and R & D efforts.
3. Whereas the invention and / or the proprietary information of the provider scientist(s), TU and _____ (organization) is not public knowledge, is proprietary and confidential and will be disclosed to one another under the terms of this agreement.
4. Whereas the parties to this agreement consider it desirable for each other to have access to above invention / proprietary information for discussing and evaluating possible collaborative research and development work and / or licensing activities relating thereto.

Therefore the parties agree to confidentiality clauses as follows:

I

All invention / proprietary information as used in this Agreement provided by one party to another is proprietary and confidential in connection with evaluation of invention and / or proprietary information for collaborative R & D and / or licensing work and which:

- (a) Are disclosed in writing clearly marked confidential
- OR**
- (b) Arise out of discussions during visits to laboratory / plants or any other facilities of either party, and are reduced to writing within 30 days of such discussion. The date and time of the visit and the personnel present during the visit should be recorded in writing by both the parties.

II

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 for in this document. 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.

III

The recipient of tangible products or materials constituting invention / technology from the other part



agrees not to analyse or have a third party analyse such tangible products or materials.

IV

All 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.

V

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

VI

The foregoing obligations with respect to invention / proprietary received by any party who are signatories to this Agreement shall survive any termination of this agreement.

VII

Nothing in this agreement shall be interpreted as placing any obligation of confidentiality and non-use on receiving party with respect to any invention / proprietary information covered under this agreement that:

- a. Was on record in the files of the recipient prior to signing of this agreement.
- b. Can be demonstrated to have been rightfully received from a third party after the signing of this agreement who did not acquire it, directly or indirectly, from the disclosing party under a continued obligation of confidentiality.
- c. Can be demonstrated to have been in the public domain during the term of this Agreement.

VIII

Nothing herein shall be construed to grant any intellectual property right or license or title to any patent, know how, trade secret, trademark or trade name or any right of licence to make use of the proprietary information other than as provided for hereinabove or any commitment to enter in to any such grant of intellectual property rights or licence in future.

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 / half – yearly basis. Either party may also terminate this Agreement at its discretion immediately upon written notice to the other party provided, however, that the confidentiality clauses IV and VI shall survive subject to clause VII.

This agreement is signed on _____ between:

Tripura University

Organization

(Name of signatory :

) (Name of signatory :)

Designation :

Designation : _____

Address : _____

Address : _____



**AGREEMENT FOR DEVELOPMENT OF EDUCATION COURSE MATERIAL IN
ELECTRONIC FORM**

This agreement is made this _____ day of _____ (month) in the year
_____ (two thousand and _____) by and amongst

| Name | Role |
|-----------------|-----------------------------------|
| 1. _____ | Subject Matter Expert (SME) |
| 2. _____ and | |
| 3. _____ | Instructional Design Expert (IDE) |
| 4. _____ and | |
| 5. _____ | Software Design Expert (SDE) |
| 6. _____ and | |
| 7. _____ | Others (Specify Details) |
| 8. _____ and | |

9. Tripura University, Tripura
(Delete those are not applicable)

in respect of the research material proposed to be developed by any person/Department / Centre of TU as described in Appendix – 1. All group members mentioned above accepting the Department / Centre will jointly be referred to hereafter as “Contributors”. The contributors and the Department / Centre agree that:

i. Right of original manuscript & material (Works)

All original Works submitted by the contributors for the purpose of research material development shall remain the property of the concerned contributor and shall be returned to them if so desired, within one month of completion of the project.

ii. Use of Copyright Protected / Unlawful Material

With the exception of very limited use of copyright protected material (which constitute fair use) and which is duly acknowledged, the Works submitted by the contributors shall not contain any copyright protected material from any source without written permission of the right holder(s). It will be the responsibility of the contributors to obtain such written permission(s) and submit this along with the Works to the concerned Department / Centre of TU on or before the date specified by the Department / Centre. The contributor shall ensure



that the Works supplied to the Department / Centre does not contain any scandalous, libelous or unlawful matter, which may result in unnecessary litigations. In case the works supplied is taken from one or more of the contributor's own published material, the concerned contributor shall ensure that the copyright of the source rests solely with the contributor or permission is obtained in writing from the right holder.

The concerned contributor will be responsible for any damages resulting from violation of the above clause(s)

iii. **Course Development Procedure**

- (a) The methodology of instructional material development relevant for this agreement will be decided by the concerned Department / Centre of TU. The SME shall supply the Work in the order, in the format and in the medium required by the Department / Centre. All concerned contributors shall strictly adhere to the agreed schedule mentioned in the Instructional Material Information Summary shown in Annexure 1.
- (b) The SME shall attend all mandatory training sessions held for course development activities to be organized by the Department / Centre.

iv. **Support by the Department / Centre, TU**

The concerned Department / Centre of TU will make provisions for all necessary hardware, software, network and related facilities, as well as for trained technical supporting staff, instructional design experts, software professionals, graphics & animation developers, typing, copy editing, & similar facilities. The concerned Department / Centre will provide appropriate budget for the project, make arrangements for replication, dissemination, delivery as applicable at its own expense. The Department / Centre will organize training programmes for SMEs in developing, utilizing and evaluating instructional materials. Facilities, which are available in the Department / Centre, may be utilized when required.

v. **Copyright**

Copyright of the research material developed by a Department / Centre of TU with content inputs provided by the SME, Instructional Design inputs provided by the IDE and other intellectual and creative inputs provided by other contributors such as SDE (excepting all work for hire staff) shall be licensed / assigned to the Department / Centre / sponsor, as set out in "Work for hire agreement" form, which also contains details of financial compensation to the contributors.

vi. **Delivery of Work**

The SME shall deliver all Work to the concerned Department / Centre of TU as per schedule mentioned in the prescribed form of "Intellectual property agreement with all academic staff of Tripura University" and or any schedule(s) agreed to in writing subsequently. The SME shall operate with IDE, so that the IDE can prepare all defining parameters of the proposed instructional material. An illustrative but non-exhaustive list of some of these parameters is shown below.

General course objectives, details of all learning objectives including pre-requisites, specific instructional objectives and related meta-data details, test items to measure specified learning outcomes, strategy to achieve learning outcomes, lesson plans of learning objects.

The IDE shall work in close collaboration with SME to formulate a well-defined and mutually



acceptable instructional plan to allow the SME to develop the course contents according to this plan. The IDE shall ensure that interoperability, reusability and accessibility of contents are maximized by strict adherences to E-learning Standards approved by internationally recognized Standards Organizations. The IDE may reorganize the various Assets (texts, graphics, multimedia objects etc. which form the content details) in consultation with the SME.

The SDE shall develop/make available any software tool already developed by the SDE, which can be used in the proposed IR to enhance its usability / effectiveness etc. as per schedule specified in the prescribed form of “Intellectual property agreement with all academic staff of TU”.

If any of the contributors fails to deliver the work on time, as defined in the prescribed form of “Intellectual property agreement with all academic staff of TU” or in any subsequent agreed schedule, the Department / Centre will have the right to terminate this agreement and to recover from the concerned Contributor any sums advanced for the Works. Upon such termination the concerned Contributor may not offer the Works to anyone for any purpose until the contributor has repaid such advances. In addition to recovering the advances the Department / Centre will also have the right to impose penal charges up to Rs. 50,000.00 for non completion of works by due date.

vii. Revisions

The conditions of revisions will be as per the IPR policy of the TU.

viii. Use of research material by contributor

All contributors shall have the right to use the research material for non-commercial academic purposes, ensuring that such actions do not result in a conflict of interest between the contributor and the Department / Centre (see Conflict of Interest document of the Department / Centre). The contributors shall have to ask permission of the Department / Centre to use such material for any purpose once they leave the service of the Department / Centre.

ix. Arbitration

The Arbitration, if any, will be as per IPR policy of the Tripura University. In witness whereof the parties have duly executed this agreement as the date first written above.

| Contributors Details | | | | Department / Centre Representative | | |
|----------------------|-------|---------|-----------|------------------------------------|---------|-----------|
| Sr. | Name | Address | Signature | Name | Address | Signature |
| 1. | _____ | _____ | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ | _____ | _____ | _____ |



SUMMARY OF INSTRUCTIONAL MATERIAL INFORMATION

1. Name of contributor(s) & Coordinators: _____
2. Role (SME/IDE/SDE/Coordinator etc.): _____
3. Approx. degree of involvement: _____
4. Start date: _____ 5. End date: _____
6. Course Title: _____
7. _____
Course Type: (Tick mark appropriately)
7.1.1 For theory instruction [] 7.2.1 For theory instruction []
7.1.2 For lab instruction [] 7.2.2 For lab instruction []
8. Target Group: [example: IMD, Diploma, Distance Learning, UG, PG, Ph.D., etc.]: _____
9. General objective of course: _____
10. Content Outline: (Max 150 words): _____

11. Approximate Duration:
Equivalent to _____ hrs of lectures & _____ hrs of personal study.
12. Learning Unit Summary: _____

- 12.1 Unit type (tick appropriately)
Single Lesson Module /Chapter []
Semester long course [] Others (specify): _____
- 12.2 Unit Description Sl. No.
Title: _____
Approx. Duration (study hr.): _____
13. Activity bar chart (to be filled up in consultation with the concerned Department / Centre and will depend on course type stated as Sr. No. 7)

Special Note: The Instructional Material Information details may be different for different types of courses with suitable modifications. The format shown here is only one example.



COPYRIGHT AND COMPENSATION ISSUES DISCUSSIONS

The contributors may be required to license their copyrights of the Instructional Material or assign these to the Department / Center in lieu of an agreed compensation package depending on the source and condition of funding and the nature of the project. For example, sometimes a sponsor will agree to fund a project only if the copyright is fully or partially (joint copyright) assigned to it. A sponsor may agree to pay full or part of the development cost, which may include a one – time lump sum payment to the contributors, fees to the project co-ordinates, capital cost of equipment etc. or may agree to share royalties with the Department / Center or a combination of both.

If the research material development takes place as part of the consultancy project then the terms negotiated by the chief consultant with the sponsors & R&I Cell will determine the issues of compensation and the ownership of copyright.

If the research material is developed as part of the Departmental normal activity, there is little chance of any one – time lump sum payment. In this case the copyright shall have to be either assigned to the Department / Center or it shall have to be licensed to the Department / Center for a period of 5 years initially with a provision for renewal of license for longer terms with the Department / Center having the right of first refusal. It is also possible to visualize other types of IR development project where other combinations of compensation package to the contributors, fees to the coordinators / consultants and a specified type of copyright ownership may be applicable.

Summary

Details will be drawn up listing copyright issues and compensation terms for contributors and coordinators for each project separately and will be available from the concerned Department / Centre and will contain the following information:

1. Copyright is to be/not to be assigned to the Department / Center
2. Copyright is to be / not be licensed to the Department / Center
3. If licensed then state period and renewal terms
4. Lump sum payment / lump sum + royalty / royalty only
5. Mention amount and or % and payment, date / frequency
6. Any other compensation
7. Special conditions (if any)

The Intellectual Property Rights Policy document of the Tripura University has been prepared in the R&I Cell of the University.



TU/IPR/20

TECHNOLOGY PROFILE FORM

Title: _____

Description: _____

Innovative aspect and main advantages: _____

Social Impact of Innovation: _____

Areas of Application: _____

Stage of Development: _____

Details Applications / Outcome of Innovation: _____

Financial Support By: _____

Photos/Pictures of Innovation (if any): _____

Publication / Patent / Technology Transfer (if any): _____

Name of Inventor/s: _____

Contact details of Inventor/s: _____

Mention Name & Address of Person/s or Company / Agency who Full/Partially involved with the Innovation: _____

Signature of Inventor/s: _____