

IP Policy for University

Manual for IP Management at University

DRAFT (Version 1)



Higher Education Quality Enhancement Project (HEQEP)
University Grants Commission of Bangladesh
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BACKGROUND

The overarching goal of the Higher Education Quality Enhancement Project (HEQEP) is to create and sustain a robust national innovation ecosystem in Bangladesh, which will lead to accelerated growth and development. Universities are increasingly recognized not only as centers of learning but also key component of the national innovation ecosystem. The efforts of HEQEP so far have resulted in creating a culture of research and innovation in universities through systematically funding the research projects. With this success, it is now imperative to build the intellectual property (IP) driven research and innovation capacity within the Bangladesh. In order to foster IP culture within universities, it is important to have comprehensive IP policy that promotes creation, protection and commercialization of the inventions generated in the universities. This draft IP Policy for University aims at providing the structure and guidelines to universities to build and strengthen IP culture for a greater impact.

1. Introduction

Bangladesh today has 37 public universities and over 80 private universities. There are several universities, which are centers of excellence in research and development. More and more universities are focusing on the need of innovation and exploring how they can capitalize on the intellectual capital generated in their universities. The practical challenge is the lack of policy that creates better incentives for researchers in universities to encourage them to convert their ideas into innovations and, eventually, into promising products for the Bangladesh and global market. Developing and adopting an IP Policy is a major and necessary step in facilitating innovation while providing the opportunity to generate measurable returns on the R&D investments.

Dr. R. A. Mashelkar¹ in his report suggested that the Bangladesh University system should develop a formal Intellectual Property (IP) Policy, "*to maximize the benefits to Bangladesh University system from its intellectual capital by stimulating higher levels of innovation through a judicious system of rewards, ensuring timely and effective legal protection for its IP and leveraging and forging strategic alliances for enhancing the value of its IP.*" He also suggested following roadmap for implementing the policy:

- Invest liberally to enhance the skills and knowledge base of scientists, through structured in-house and external professional training programs, some even abroad, on understanding, interpreting and analyzing the techno-legal and business information contained in IP documents, and in drafting of IP documents;
- Lay heavy emphasis on analyzing the techno-legal and business related information in IP documents while designing any applied research project. Input arising out of the continuous monitoring of the new IP documents being filed and granted should be an integral part of the process of monitoring the projects.

¹ HEQEP Manual

- Establish and enforce a formal authentication mechanism for recording and authenticating research output/results through standard laboratory procedures such as standard protocols for keeping laboratory notebooks, etc. taking into account the individual characteristics of each laboratory and its activities, that would be accepted and respected by the patenting authorities the world over;
- Encourage the publication of R&D results in scientific journals after careful consideration of the consequences on IP rights. A quick and effective system at each university should be established to scrutinize the scientific papers and media releases on achievements / developments proposed in terms of the IP information contained therein;
- Avail the services of high-class national and foreign experts and attorneys to advise on and to secure IP rights for the Bangladesh University system.

The proposed draft IP Policy is aligned with the suggestions made by Dr. R.A. Mashelkar. This draft IP policy seeks to provide structure and guidelines that can be consistently applied and adopted by the universities in Bangladesh to facilitate the creation and commercialization of research outputs and to bring harmony related to possible IP issues during the conduct of research, technology transfer and commercialization.

This IP Policy may be appropriately modified and amended as per the need of the universities in Bangladesh.

2. Objectives of IP Policy

The objectives of the IP Policy are:

1. To stimulate curiosity and promote creativity and innovation leading to generation of IP with potential for value extraction.

2. To highlight and ensure the need for balancing the rights and obligations of the parties in IP creation and the yields arising there from are distributed in a fair and equitable manner in recognition of the rights of the inventors / creators as well as University and other stakeholders
3. To generate awareness and create proficiency in IP laws and regulations at all levels and to enhance in-house competencies in understanding, identifying, generating, protecting, sharing and transferring IP.
4. To prevent any related unethical acts in all activities and research projects undertaken in and / or for University and its stakeholders to prevent IP infringement at all levels.
5. To protect and enforce the related interests of University in all collaborations, research, projects undertaken at University.
6. To envisage and facilitate a policy on research collaboration, modalities and guidelines for IP sharing in line with global standards.
7. To provide a road map to facilitate licensing and technology transfer of the IP generated *at the University*.
8. To establish a globally acceptable system of recording and documentation of experimental results and data.

3. Definitions of Terms

Academic and Research Staff: Academic and Research Staff includes all faculty members, academic staff, visiting faculty, emeritus faculty while at University and adjunct staff members, fellows and other researchers carrying out research at University, whether part-time or full- time.

Assignment: Assignment is the act of transferring all or part of the interest or rights subsisting in the IP.

Breeder: Breeder means one who breeds, or has discovered and developed a new plant variety or is the holder of the Certificate of Plant Variety Protection.

Breeders' Rights : Breeders' Rights include the exclusive rights to produce, sell, market, distribute, import or export the protected variety.

Confidential Information : Confidential Information means, but is not limited to, the confidential and proprietary information concerning products, process, formula, technology, intellectual property, costing, plans, samples, protocols and reports, test results, analyses, know-how, systems, specifications, equipment, drawings, software, facilities, marketing strategies and business of University either orally, electronically, graphically or in a written form, but does not include information which is or has become available in the public domain.

Copyright : Copyright is the right given to creators of literary, dramatic, musical and artistic works and producers of cinematograph films and sound recordings. It is a bundle of rights including, inter alia, rights of reproduction, communication to the public, adaptation and translation of the work as defined Copyright Act of Bangladesh. and statutes of overseas jurisdictions.

Geographical Indications : A geographical indication (GI) is a sign used on goods that have a specific geographical origin and possess qualities, reputation or characteristics that are essentially attributable to that origin as defined under the Indian Geographical Indications of Goods (Registration & Protection) Act of Bangladesh and statutes of overseas jurisdictions.

Industrial Designs : An industrial design is the ornamental or aesthetic aspect of an article. The design may consist of three-dimensional features, such as the shape or surface of an article, or of two-dimensional features, such as patterns, lines or colour

Intellectual Property (IP): IP means the rights relating to: literary, artistic and scientific works; the performance of performing artists, phonograms and broadcasts; inventions in all fields of human endeavour; scientific discoveries; industrial designs; trademarks; service marks and commercial names and designations; and all other work resulting from intellectual activity in the industrial, scientific, literary and artistic fields. Intellectual Property also includes:

- (a) All designs, styles, concepts, inventions, innovations or discoveries of any kind; (b) design of experiment, all synthetic, scale up products and procedures; (c) analytical method, techniques and procedures and test specifications, projects, processes explanations; (d) flow charts, schematics, algorithms, formulae, overlay maps; (e) statements of principles of operations, architecture standards, data flow descriptions, data structures; (f) control logic, computer formatting, programming or scripting code and all inventions and discoveries whether or not patentable, reduced to practice or recorded in a medium; (g) all published and unpublished works of authorship including studies, articles and reports and all audio-visual works; (h) "look and feel", artwork illustrations, images, photographs, and printed or graphic matter and (i) all related tangible materials, including all prototypes, photographs, models, designs, files, templates, libraries, tools, graphics, displays, and creative content whether or not entitled to registration or protection under any patent, copyright, design or trademark law.
- Patents, patent applications and statutory invention registrations including all pending applications and applications in various stages of preparation and submission for patents, inventions both conceived and /or reduced to practice;
- Trademarks and Trade names including all goodwill pertaining thereto;
- Domain names, website and copyrights of any kind (registered or unregistered), including copyrights in computer software and published and unpublished works, and registrations and applications for registration thereof;
- All business methods and business processes including business related strategy and knowledge; and
- Know-how of the products, processes and related services

Invention: Invention means a new product or process involving an inventive step and capable of industrial application as defined under the Bangladesh Patents Act and statutes of overseas jurisdictions.

Inventor : Inventor means true and first inventor of the invention. Any person who conceptualizes the invention and enables / participates intellectually in reducing the invention to practice is eligible to be an inventor.

Layout- Design: Layout-Design means a layout (including two dimensional or three dimensional form) of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit as defined under the statutes of overseas jurisdictions.

New Plant Variety: New Plant Variety means a variety, which fulfills the criteria of Distinctiveness, Uniformity and Stability (DUS)

Patent: Patent is an exclusive statutory right granted, for an invention which is a product or a process, for a limited period of time to the patentee by the Government, in exchange of full disclosure of his invention for excluding others, from making, using, selling, importing the patented product or process for producing that product for those purposes.

Semiconductor Integrated Circuits: A semiconductor integrated circuit is a product having transistors and other circuitry elements, which are inseparably formed on a semiconductor material or an insulating material or inside the semiconductor material and designed to perform an electronic circuitry function

Staff member: Staff member includes all administrative staff, non-researchers or any other persons employed by the university participating in research projects or having access to research documents, whether part-time or full-time.

Student : Student means all undergraduates, graduate students, candidates for master and doctoral degrees, post-doctoral fellows at University.

Tangible Research Property: The term "tangible research property" refers to those research results, which are in a tangible form as distinct from intangible (or intellectual) property. Examples of tangible property include

integrated circuit chips, biological organisms, engineering prototypes, engineering drawings, and other property, which can be physically distributed. Although tangible research property may often have intangible property rights associated with it, such as biological organisms which may be patented or computer software which may be either patented or copyrighted, where appropriate, tangible research property may be distributed without securing intellectual property protection by using some form of contractual agreement, such as formal contract, loan agreement, letter agreement, or user license as further set forth in this document.

Trade secrets : Trade secrets consist of important confidential data, information or compilations used in research or business which are not publicly known, including know-how, technologies, test methods, impurity profiles and such other propriety information which are not protected under any statutes for the time being.

Trademarks : Trademarks are distinctive signs, used to differentiate between identical or similar goods and services offered by different producers or service providers as defined under the Trademarks Act and statutes of overseas jurisdictions.

Traditional Knowledge : Traditional Knowledge is a living body of knowledge that is developed, sustained and passed on from generation to generation within a community, often forming a part of its cultural or spiritual identity.

Utility Model: A utility model is an invention that does not meet all the requirements of patentability but has an industrial use.

University Personnel: University Personnel means all academic and research staff as well as staff members, part-time or full-time.

University Resources: University resources are defined as all tangible resources provided by the University to inventors / creators, including:

- i. Facilities such as office, lab and studio space and equipment;
- ii. Computer hardware and software;
- iii. Support and secretarial services;
- iv. Research teaching, and lab assistants;

- v. Supplies;
- vi. Utilities;
- vii. Funding and reimbursement for research and teaching activities, including travel.

University resources do not include salary, insurance or retirement plan contributions paid to or for the benefit of inventors/creators.

4. Coverage of IP Policy

This IP Policy shall encompass and cover, but is not limited to IP rights subsisting in:

- 1) Patents, Designs, Trademark, Copyrights, Semiconductor Integrated Circuits Layout Design, Software programs, compilation of data or material, industrial design, logo, sign, undisclosed or disclosed information, confidential information, including test or other data, trade secret or know-how, current and future research and development plans and results, drawings, specifications, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices and like, future projections, and
- 2) Any other information created by the use of resources / facilities of University and affiliates and includes any results of research projects or studies undertaken on behalf of University, irrespective of the geographical jurisdiction.

5. Enforcement of IP Policy

This IP Policy is enforceable on all University personnel, academic and research staff, other staff members and students who participate in research projects at University main campus and satellite campuses or on assignments outside the campus, unless specified as otherwise.

This IP Policy is further enforceable on all persons, such as scientists, professors, personnel, who are engaged in or who participate in University

sponsored research projects and schemes, unless specified as otherwise, full time, part time or visiting faculty for works done under University programs.

6. Confidentiality and Non-Disclosure

- Confidentiality and Non-Disclosure Agreements (CDA/NDA) (Annexure – I) shall be executed between University and potential inventors/creators, faculty, research scholars and students prior to initiation of research work and project.
- IP generated at the University shall be disclosed to the IP Cell (or TTO) by students/ inventor/ creator/ university personnel at the earliest date on an IPDF (Intellectual Property Disclosure Form). (Annexure – II)
- The students/inventor/creator/researcher/university personnel shall submit an IPDF, countersigned by their supervisor(s), at the time of filing their reports and/or PhD thesis.
- IP generated by research faculty, research scholars and potential inventors/creators shall also submit an IPDF (Intellectual Property Disclosure Form), countersigned by respective Heads to the IP Cell (of TTO) at the earliest date. If IP Cell (or TTO) is of the opinion that insufficient information to assess the commercial potential of the Intellectual Property has been disclosed in an Intellectual Property Disclosure, University through IP Cell (or TTO), may in its absolute discretion, hold the Intellectual Property indefinitely until sufficient information emerges to assess its commercial potential.
- The inventors/creators/students/researchers/university personnel, both University and non- University personnel, shall maintain confidentiality of the IP at all times, unless authorized in writing by University and unless such knowledge is in the public domain or is generally available to the public.

7. IP Cell

- The IP Cell shall be monitored and guided by Vice Chancellor of University through IP Committee. The constitution of the IP Cell consists

of Chairman, Secretary, Members, Researcher IPR, and other staff as given in the Annexure – III.

- As per IP Policy of University, a platform for encouraging protection of IP such as Patents, Industrial Designs, Copyrights, Semiconductor Integrated Circuits Layout Design and others as well as Confidential Information, know-how and technologies is very much essential and is identified as need of the hour. Thus an IP Cell to be established wherever there are no TTO formed for University. The main objectives and functions of the IP Cell are as follows:
 - To assist faculty members/students/inventors/university personnel for invention-mining through inventor meetings.
 - To assist the faculty members/students/inventors in the patent drafting and filing process and any other types of IP registration processes (as applicable).
 - To handle the in-house patent applications using a defined procedure, as prescribed by the IP Cell.
- To facilitate the help of patent agents in the patent drafting, filing and application process.
- To facilitate help in reaching to the potential investors interested in the University's technologies.
- To monitor the IP and infringement cases of IP.
- To educate and provide assistance to the inventors/creators/university personnel/ and students about the commercial importance of their work and how it can be converted into a technology which can potentially be transferred to companies or converted into a commercial product or process.
- To provide opportunity in the University to the Incubators to help graduating students to start their own spin-offs and start-ups independently or in collaboration with an investor company.
- To check on the leakage of the research information.
- To intervene, in the case of usage of the leaked research information by Third Party.

- To conduct or outsource prior art search work to an agency vide a confidentiality agreement.
- To organize IPR Clinic to disseminate information, provide consultation, create community awareness, support needy clientele, and to promote specialised rights including personality rights in respect of Univeristy as an entity, to act as an advisory and ombudsman for resolving IP issues
- To identify business opportunities by hiring an external agency.
- To ensure that research outcome or related IP is not published without filing for protection
- To ensure addition of clauses in third party agreement for limiting the superseding effect of such agreement over this Policy.
- To ensure that if Tangible Research Property developed by University is to be distributed to outside users for commercial purposes, the distribution agreement contains provisions negotiated by the IP Cell covering the terms under which the property may be used, to set limits on University's liability for the Tangible Research Property or products derived there from, and other conventional license agreement terms including those relating to any intangible property rights (such as patents) which also may be associated with the use of the tangible property.
- To follow the practice of not committing future inventions to licensee and IP sharing, on case to case basis. Some very narrowly drawn exceptions may occasionally be appropriate to handle subordinate patents and well-defined derivative works for licensed products or processes and derivatives thereof.
- To ensure or instruct inventors/creators/students/university personnel that a trade or service mark may be used to protect those names and symbols associated with certain University's activities and events and with certain technology developments such as computer programs. Prior to registration for trademark protection, the designation "TM" after a trademark or "SM" after a service mark will give adequate notice of a claim of ownership. The designation "®" for a trademark may only be used after registration.
- IP Cell will maintain / oversee maintenance and management of IP Portfolio of University on a continuing basis.

- To maintain the copyright for the period prescribed under the copyright statute, notice of copyright must be affixed to the copyrightable material.

The following notice is to be applied on University owned works to protect the copyright:

"Copyright © [Year] [**Name**] UNIVERSITY.

All rights reserved."

- The date in the notice should be the year in which the work is first published. No notice other than the foregoing is to be used for University owned works.

8. Responsibility of Faculty, Students and Supporting Staff

As per IP Policy, inventors/creators are participants and beneficiaries in the IP generation, protection, licensing and technology transfer, including but not limited to exercising the following responsibilities:

- Proper documentation of research data and record keeping including Lab notes and log books at departmental level shall be enforced by the respective Heads of Department.
- Reporting to the IP Cell, promptly the complete information relating to the creation of new IP, the research developments, any patentable IP or a work capable of being protected in student thesis and dissertations; irrespective of any practical benefits and or its workability, ensuring not to publicly disclose (verbally or in written or by publications or in any other form) without consulting the IP Cell. Further, for the thesis, Dissertation and research work bearing the potential to generate IP, an NOC for publication of the same shall be obtained from the concerned department and IP Cell. (Annexure - IV)
- It will be pre-requisite for inventor / creator/ researcher/ students/ University Personnel to perform a preliminary IPR search on initiation

of projects/synopsis in order to generate quality research projects.
(Annexure – V)

- Before submission/disclosure of results for publication, the patentability criteria of the research work shall be determined by participating in meetings between inventor/creator and IP Cell. Patent protection is not likely to be granted if the information is available in public domain.(Annexure – VI – IP Committee)
- Co-operate with the IP Cell in documenting Inventions on IPDF/Forms prescribed by funding agencies or otherwise made available by the IP Cell.
- Co-operate with the IP Cell in drafting the Patent applications or making available inventive inputs for drafting and filing Patents/Designs applications with the competent respective authorities/offices.
- Co-operate with the IP Cell in identifying personal and corporate contacts in the public/private sector that would be eligible for licensing/assigning the IP.
- Co-operate / associate with the IP Cell in completing IP reports to funding agencies, if any.
- Serve as a technical resource to the IP Cell in the process of negotiating license/assignment agreements for respective IP.
- When IP including software and databases used at University are owned by users or third parties and are protected by copyright and/or other laws, or subject to license or other contractual arrangement, it is the policy of University that the users abide by any legal restrictions imposed by the owner of the IP software and databases. The owner or user of any such protected IP including software and databases, shall disclose the nature of the restrictions to University.
- In case University member/ university personnel/ students/ inventor/ creator reproduce or incorporate work owned by others (whether in physical or digital form) in the course of their research or generation of an IP, they should be made aware of copyright and other IPRs of the owners. As a rule of thumb, unless the said use of the work is exempt or excused from liability for infringement under the respective laws

governing IP, University members should obtain a written permission from the IP owner to use the work.

In case of the non-compliance of the aforesaid duties, disciplinary action may/shall be taken as per the University rules.

9. Assignment and Authorization

- The inventors/creators/student/university personnel shall assign the rights subsisting in the IP to University before ending the term with University (Annexure – VII). The inventors/creators/student/university personnel shall also execute an appropriate power of attorney on stamp paper to University before leaving University granting authorization of signatory rights to enable continued processing of applications for IP protection in India and abroad. (Annexure – VIII)
- Sharing of any financial benefits arising out of the license/assignment of such IP shall be as per the terms and conditions agreed between inventors/creators/student/university personnel and University, subject to the provisions of the IP Policy.

10. University's Ownership

- IP of any kind invented/ created by, students, university personnel, researchers, staff, project staff, visitors and others, such as trainees from other institutes, participating in University programs, using University's resources or facilities or created pursuant to a written agreement with University, shall be owned by University when either of the following applies:
 - The IP is created as a part of academic research and training leading towards a degree or otherwise.
 - The IP is created (a) as a part of the normal professional duty or (b) work for hire.
 - The IP is created in the course of or pursuant to a sponsored/ consultancy research agreement with University. In such cases, specific provisions relating to IP incorporated in agreements

governing such activity or projects will determine the ownership of IP, as per terms thereof.

However, the inventors/creators/student/faculty member/university personnel will have the right to use the material for their own teaching and research activities in the University.

- In cases of all IP generated at University, University shall retain a non-exclusive, free, irrevocable license to copy/use the IP for teaching and research activities, consistent with confidentiality agreements wherever entered by University, unless agreed to the contrary.
- In cases where University personnel create an IP, fully or as a part of the team, on deputation, or official leave, the concerned University personnel shall officially communicate the IP to the University. If the IP involves ideas/software developed, fully or in part, using significant University resources, then the IP will also be owned by University fully or partially, as the case may be.

11. Inventor's or Creator's Ownership

- Inventors/Creators/researchers/student/university personnel will own intellectual property when:
 - i. None of the situation defined above for University-ownership of IP applies.
 - ii. It is created outside their assigned/normal area of research/teaching without the use of University's resources and facilities, however with prior formal consent / NOC (No Objection Certificate) from University.
- Students/researchers/creator will own copyright on thesis/ dissertation created as a part of their academic programs. However, the student/researcher/ creator shall grant to University royalty-free permission to reproduce and distribute copies for teaching and research as well as for dissemination for teaching and research to other academic institutions.
- Students/researchers/creator/inventor will, however, facilitate and co-operate in protection of IP / inventive elements therein.

12. Third Party Ownership

- Funds provided partially or fully by a third-party to University will be governed by specific provisions in the contract between the third party and University.
- Exchange programs between University and other institutions will be governed by specific provisions in the contract between the third party and University.
- In case of absence of any such agreement the ownership subsist with University.

13. IP Steering Committee (IPSC)

- The IP Steering Committee (IPSC) of IP Cell will carry out IP assessment and evaluation. The IPSC will consist of 4-5 members headed by the Vice-Chancellor who will be the Chairman. The Chairman may nominate additional members with specific expertise in areas related to the IP concerned.
- The term of the members of the IPSC will be three years, unless reviewed or revised otherwise. IPSC shall be responsible to administer all decisions and issues related to IP policy and such other relevant matters as shall be determined from time to time.
- IPSC shall monitor and guide the functioning of the IP Cell.
- IPSC shall meet at least four times in an academic year.

14. IP Assessment and Evaluation (IPAE)

- “IP Assessment and Evaluation” means: To determine whether the IP meets the statutory requirements prescribed under respective IP statutes.
 - To determine whether the IP is eligible for seeking protection in India and overseas.
 - To determine the strategies for IP protection in India and overseas.

- To determine whether the IP enjoys Patent Non-Infringement Status (PNIS) and Freedom to Operate (FTO).
 - To determine whether the IP is Licensable and Assignable.
- After evaluation of IP, if University decides not to take the responsibility for the protection of the IP, then it will assign / license all the rights of the IP to the inventors/creators/students/researchers/university personnel, subject to the terms and conditions, as agreed upon. However, University may facilitate the protection of the IP on a case by case basis.
- In making the decision patent applications, IPAE will take following factors into consideration:
 - Whether and to what extent the University has the ownership;
 - Whether the inventor/author/creator/researcher has made full and complete disclosure of the IP to IPSC;
 - Whether there are conflicts of interest and or conflicts of commitments and, if so, whether they have been managed or resolved;
 - Whether ongoing research is continuing at University in the same or related areas as the IP; and
 - Whether the University is permitted to do so under sponsored agreements.
- The IP Cell will take a decision on the annual renewal of IP rights. If University decides not to renew the IP, fully or partially, then it will assign the rights of the IP, wherever relevant, to the inventors/creators.
- IPSC will review the maintenance and management of IP Portfolio of University at least twice a year or as may be required.

15. Contracts and Agreements

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

- i. Licensing and Technology Transfer Agreement.
- ii. Assignment Agreement.

- iii. Confidentiality and Non-Disclosure Agreement (CDA/NDA).
- iv. Material Transfer Agreement.
- v. Research Collaborations Agreements.
- vi. Participation Agreement / Undertaking.
- vii. Evaluation Strategy
- viii. Consultation agreement.
- ix. Conflict Avoidance Statement.

The Chairman of the IPSC will be the authorized signatory in all categories of agreements listed above.

16. Licensing and Technology Transfer

- University may market the IP and identify potential licensee(s) for the IP to which it (i) has ownership and (ii) for which rights have been assigned to it.
- For the IP where exclusive rights have not been assigned to a third party, the inventors/creators may also contact potential licensee(s) on their initiative. However, the inventors/creators shall maintain confidentiality and take all necessary care and precaution to ensure that the value of the IP is not prejudiced.
- University may seek assistance or may entrust the responsibility for licensing or technology transfer to outside agencies after entering into specific agreements.
- If within three months of receiving the Disclosure Form from the Inventor/Creator, University decides that it does not wish to exploit the invention, the Inventor/Creator may request University to re-assign the IP rights to the inventor/creator.
- If University is unable to license/assign the IP within three years from the date of filing for the protection of the IP and there are no definite discussions with any interested parties, the Inventor/Creator may approach University for re-assignment of the rights of the invention(s) to the Inventor/Creator, on terms and conditions determined by University.

- If University is unable to license/assign the IP for which protection has already been granted, the IP Cell will review and may decide to abandon the protection and stop maintenance thereof.
- The inventors/creator(s) are required to disclose any conflict of the interest or potential conflict of interest. If the creator(s) and/or their immediate family members have a stake in a license or potential licensee company then they are required to disclose the stake they and/or their immediate family have in the company in the prescribed form
- 1A license or an assignment of rights of any IP to a company in which the inventors/creators have stake shall be subject to the approval of the Vice Chancellor taking into consideration the fact stated in above
- If the software program owned by University and the inventor / author is made publicly available for non-commercial use, the developer should at minimum, include the following notice on the first screen prior to distribution of software:

Copyright [year] or © [year],

[Name] University.

All Rights Reserved.

“This software program is experimental in nature and is provided on an as is basis only. The University SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This software program may be reproduced and used for non-commercial purposes only, so long as this copyright notice is reproduced with each such copy made”.

17. Revenue Sharing

- Any revenue generated by the exploitation of IP, except that generated vide Trademarks or Service Marks of University, will be shared between the inventor/ creator/researcher/student/university personnel/visitors and University, after deduction of agreed costs borne by University and 15% administrative costs on the prescribed terms and conditions.

- The net revenue generated from the licensing and technology transfer of IP owned by University would be shared as follows:

University	Inventor/Creator
60%	40%

- In case of more than one inventor/creator of Intellectual Property, the sharing of benefits/revenue among the inventors/creator would be distributed among Faculty/Student/Staff/Researcher/Visitor(s) out of the total share allocated to inventor/creator as given above.
- In distribution of such revenue, the individual contribution made by an inventor/creator shall be considered after verification of terms of agreement among inventors/creators or subject to University agreement with any third party if any, or the log book entries/lab records/ any other documentary proof.
- The creator/inventor/researcher/university personnel will from time to time be notified, at his/her last known address, of any portion of the Net Revenue due to him. The creator/inventor/researcher/university personnel/faculty member/visitors shall be responsible for collecting all his dues from the University and keeping the University updated of his/her most current address and contact details. All money due to the University Member which are not collected within 12 months of the date of the relevant notification (as evidenced by the University's records) will be forfeited and retained by the University and the University shall not be liable to account thereafter to the University Personnel or any Third Party.
[This is just a guideline, Universities can decide on revenue sharing etc.]

18. Payment Terms

- The revenue generated and received by University through commercialization of particular Intellectual property will be distributed in

the calendar quarter following the end of each fiscal year. Recipients will be the inventors/creators/researcher/university personnel/ faculty member/visitors and departments.

- It is recommended that royalty received may be used for educational and research purposes.

19. Dispute Resolution

All disputes arising out of or in connection with the present policy shall be referred to arbitration within [Dhaka] jurisdiction only.

20. Review and Validation

- The IP policy will be reviewed and validated, preferably at least once a year or as and when required.
- Procedural guidelines for the IP policy will be drafted and maintained by the designated staff assisting the IP Cell and will be reviewed periodically.
- This Policy or any part may be amended by the IP Cell from time to time and the amended provision shall apply to all Intellectual Property processes under University from the date of notification/circular of such amendment. All Intellectual Property disclosed and pending registrations, commercialization and maintenance prior to the amendment shall be governed by the provisions of the amended policy unless specifically made an exception with the permission of the Vice Chancellor in /IPSC.

21. ANNEXURE

ANNEXURE-I: Undertaking on Confidentiality/ Non-disclosure

CONFIDENTIALITY/NON-DISCLOSURE UNDERTAKING FORMAT

University desires that any information data and research findings generated at the University should be kept confidential. University further desires that any confidential information disclosed to or coming into the knowledge of students/inventors/creators/university personnel, faculty and researchers for purpose of facilitating research work at the University should also be subject to strict confidentiality. In consideration of the disclosure by University and any further generated confidential information, students/ inventors/ creators/university personnel / faculty and researchers agree to abide by this undertaking.

To,
[NAME AND ADDRESS OF UNIVERSITY]

This is in response to the letter of appointment for the post of [ADD] or admission to the course [ADD] dated _____ issued to the undersigned by the University.

I shall be privy to information, documents, procedures, processes, products, technical dossiers, standards, test procedures and projects handled by me, as also of those under research and development. I am aware that all these are required to be kept highly confidential.

In this context, I hereby unequivocally undertake and assure you

1. That I shall not reveal any project matters or those under research and development, while I am in service / as a student and after the term has ended for the reason whatsoever,
2. That I shall not act in a manner prejudicial or damaging the interest of the University at any time during my term/employment or thereafter,
3. That I shall not misuse any information relating to any subject matter for Patenting or IPR or any other information during my tenure of services or after term end for whatsoever reason,
4. I shall not use any proprietary information of University for commercial use or industrial applications,

In the event of a breach of this undertaking and assurance in any manner whatsoever, University shall be free to take any such action as deemed fit and proper in law without any reference to me in the matter.

Yours faithfully,

Name:

Designation:

Date:

Place:

ANNEXURE-II: Invention Disclosure

INVENTION DISCLOSURE FORM

- 1) Title of the invention:

- 2) Names and contact details of the Inventors:

- 3) Description of the invention:

- 4) Provide details of all public disclosure(s) related to the invention in seminars, conference, workshop or exhibitions by the inventor:

- 5) Provide list of key elements of your invention that you consider novel and non-obvious:

- 6) Describe usefulness or advantage of your invention over currently available technology/solution:

- 7) Provide list relevant literature (patent/non-patent) or provide as attachments that help to distinguish the prior art from the invention disclosure (OPTIONAL):

- 8) Any additional notes/comments:

ANNEXURE-III: IP Steering Committee (IPSC)

IPSC STRUCTURE

- 1) Chairman
- 2) Member Secretary
- 3) Members (4-5)
- 4) Researcher(s) (IP Analyst)
- 5) IP Legal Advisor (External)

Roles and Responsibilities (Pointers)

IP Steering Committee (IPSC)

- To administer all decisions and issues related to IP Policy
- To monitor and guide the functioning of IP Cell (or TTO)

Chairman

- To set-up IP Cell and ensure it's functioning from time to time
- To finalize the IP Policy for the University in consultation with all the key stakeholders of the University
- To consult and work with the Member Secretary to ensure that all IP related issues and task are completed

Member Secretary

- To set-up IP Cell and finalize IP Policy in consultation with Chairman and Members of the IPSC
- To carry out overall functioning of the IP Cell
- To act as one point contact person for the IP Cell
- To liaison with Chairperson to fix date, time and venue of the meetings
- To prepare minutes of the meeting and archive records of the committee
- To update higher authorities of the University on the progress related to IP

Members

- To provide right impetus for the creation of the IP based on the research activities of the University
- To work collectively in the protection of different aspects of the inventive work in the University

- To periodically monitor research output of the University and relate with the IP creation of the research
- To motivate and create awareness of IP among faculties and students of the university
- To raise issues and bring new knowledge related to IP to University
- To conduct IP related workshops, trainings, seminars etc. in the University

Researcher

- To visit departments and other constituents of the University from time to time
- To meet, discuss and collect all IP related data from the faculty
- To conduct IP related data mining and researching on the potential inventions and inventions disclosed
- To report and update Member Secretary on the regular developments on all IP related matters

IP Legal Advisor

- To help set-up and streamline activities of the IP Cell
- To refine and customize the draft IP Policy for the University
- To create IP related awareness among faculty and students
- To evaluate inventions disclosures of the University and advise on the filing strategy

ANNEXURE – IV: No Objection Certificate for Publication

**No Objection Certificate for Publication of Dissertation/ Thesis/
Research/ Chapters/ Articles**

1. Name of the Applicant _____

2. Age (in Years) _____

3. Permanent Postal Address _____

4. Postal Mailing Address: _____

5. Email Address: _____ Phone _____
Mobile _____

6. Title of the Dissertation (In Capital Letters)

7. Name of the Department _____

9. Month & Year in which the Degree was awarded _____

10. Name of the Guide _____

11. Other Information: (if any) _____

Department/ IP Cell has no objection in regards to the
publication of the work mentioned above.

(Signature of the Applicant) Signature of Head of Department

Signature of Secretary
IP Cell

*[This form and guideline should be appropriately modified as per the
readiness of the University without affecting the sensitivity of the faculty
and students]*

ANNEXURE – V: Prior Art Search Report

Prior Art Search Report Format

Date on which search performed _____

Searcher's Name, affiliations _____

1. Summary of Invention-

More Detailed Description of the Invention _____

2. Search Strategy

[This Section details out the methodology and search strings used for searching relevant IP, which is in the public domain in whatever form example published or in form of registered IP.

The key words are identified on the basis of key features of the disclosure. The methodology of the search is comprised of forming broad search strings using relevant keywords. Also, the search strategy is conducted using assignee, inventors and any other relevant information.

Prior art search report is made on important databases for example for patents, EPO, USPTO, EPO and non-patent results are extracted from Google, IEEE, ACM, Scirus and other similar databases.]

Tabulate the search queries and number of hits is given in the table below

#	Search String	Number of Hits

3. Results of Search Results

#	Reference	Relevant Passage from the Reference	Relevancy	Comments
PATENT SEARCH				
NON-PATENT SEARCH				

Relevancy

- Possibly/clearly affects novelty of the invention
- Possibly/clearly affects inventive step of the invention

3. Observations and Conclusions

[Searcher should iterate the search results with the inventors during the search and conclusion]

ANNEXURE – VI: IP Assessment and Evaluation

IP Assessment and Evaluation Format

Title of the Invention _____

Inventor(s) _____

1. Application Areas

2. Innovativeness (high performance, less cost, ease of use etc.)

3. Importance and Relevance (benefits to industry and other organizations)

4. Feasibility for commercialization

5. Market potential (if relevant to Large, Medium, Small, Startups, New Spin-off)

6. Experts Opinion (if possible)

[Along with written explanation, assess with numbers, such as, 1, 3, 7, 9 for each parameter. Have a cut off score for deciding whether the file for the protection or not. This is sometime subjective in academic environment as solutions are at early stage etc. but IPSC should consider all the factors before final decision]

ANNEXURE – VII: Deed of Assignment

Deed of Assignment Format

Recital: Students/inventor/creator/university personnel enrolled/ appointed at University are bound by University's rules and regulations especially those framed under the IP Policy of University. Pursuant to the IP Policy, Students/ Inventor/ creator/ university personnel involved in the research and development, will assign ownership and transfer all the rights and privileges subsisting in the Intellectual Property (IP) or potential Intellectual Property generated and created by the use of resources / facilities of University and affiliates to University and its affiliates. If and when the Intellectual Property under this deed of assignment is commercialized, the net revenue generated from the licensing and technology transfer of IP owned by University would be shared as per the IP Policy of University.

This Deed of Assignment is entered into on this ___ day of_____.

BETWEEN

Mr. / Mrs. / Ms. _____ (Name) aged about _____ years (age) _____ (nationality), _____ (designation) having permanent address at _____ and currently residing at _____ (hereinafter referred to as Assignor), which expression shall, unless repugnant the context, include its successors and assigns, of the first part.

AND

[NAME] University, an Institution declared under the UGC Act, and having its main campus at: [ADDRESS], India (hereinafter referred to as 'Assignee'), which expression shall, unless repugnant the context, include its successors and assigns, of the other part.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENTS AND TRANSACTIONS HEREIN CONTAINED, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

I. "ASSIGNMENT"

- (a) The Assignor hereby irrevocably assigns and transfers to the Assignee _____ the right with respect to Patent /Design Application No. _____ dated _____ filed by the Assignor.

(b) This assignment is further supported by the terms and conditions laid out in the IP Policy of Univesity.

(c) By this Assignment the complete ownership of the Inventions covered under aforementioned Patent /Design Application rests with University for Bangladesh and overseas jurisdictions. However, this assignment is subject to further modifications and amendments as may be agreed between the parties.

II. COVENANTS

The Assignor and the Assignee both hereby covenant as follows:-

(a) The Assignor has full right and absolute authority to assign the said Patent /Design Application in the manner aforesaid.

(b) The inventions above-mentioned are made during the course of research done in University, in the Department of_____.

c) The said Patent /Design Application is free and clear from all encumbrances and claims.

(d) The Assignee shall be entitled to hold and use the said Patent /Design Application exclusively so long as the said Patent /Design Application exists and earn and enjoy the profit or income there from and without any objection or interruption on the part of the Assignor or persons claiming under them, for the overseas jurisdictions.

(e) The Assignor will execute any further agreements as may be required for further and more perfectly assuring the said Patent /Design Application unto the Assignee.

IN WITNESS WHEREOF the Parties hereof have put their hands the day and year first hereinabove written.

Assignor

Assignee

Signature:

Signature

Name:

Name:

Designation:

Designation:

Date:

Date:

Witness

Witness

Signature:

Signature

Name:

Name:

Date:

Date:

[This may require consultation of Bangladesh lawyer to ensure that this format is valid in Bangladesh]

ANNEXURE – VIII: Power of Attorney (PoA)

Power of Attorney Format

I/We _____, Son/ Daughter/
Wife of _____, Age: _____
Years, Nationality: _____, Residing at: _____
_____,'

do hereby appoint as Power of Attorney and grant(s) powers to _____
[Name]_____, _____
[Address]_____, to
represent the grantor(s) for the purposes of obtaining and maintaining
intellectual property rights, such as patents of invention and utility models,
certificates of addition to patents of invention, registration of trade, service,
collective and certification marks as well as registration of geographical
indications, and of industrial designs and software. To that end, the grantee
is empowered to apply for renewal of protection, make declarations, file
oppositions, contestations, replies or appeals; request voluntary reversal of
decisions, respond to oppositions and appeals, have access to the official
records; comply with official requirements; present written or oral defences;
desist, answer, settle, and/or effect payments and receive returns, and emit
the respective receipts, of official fees of any nature, including governmental
taxes; receive, submit and withdraw documents; apply for and reply to
applications for forfeiture; initiate or submit replies to administrative nullity
proceedings; apply for or contest applications for compulsory licenses;
comply with any formal requirements; apply for the recordal of transfer of
title and ownership, and/or change of name and address; apply for the
recordal of patent, design and trade mark license agreements as well as of
any agreements related to intellectual property rights and transfer of know-
how, including franchise agreements; serve extrajudicial cease and desist and
warning letters; represent the grantor(s) before the courts, receive
summons on behalf of the grantor(s) exclusively in cases specifically
relating to industrial property matters and finally, to take any steps necessary
in order to defend the interests of the grantor(s). The grantee is further
entitled to substitute the powers hereby granted, in whole or in part. Any
acts previously practised by the grantee on behalf of the grantor(s) are
hereby expressly ratified.

IN WITNESS WHEREOF the parties have executed this Deed of
Assignment as of the date first set forth above.

Signed by the

_____ **(Name)**

through, _____ **(Authorised Signatory)**

in the presence of _____, **(Name)**

Designation: _____

(Witness)

(NOTE: The POA should be duly stamped and notarized.)