

# **PATENT AGREEMENT**



**BRAINWARE UNIVERSITY**

*398, Ramkrishnapur Road, Barasat, North 24 Parganas, Kolkata - 700 125*

## 1. Preamble

Brainware University (BWU) is dedicated to provide academic excellence in teaching, research and dissemination of knowledge for the development of the society. The university was established on 25th February, 2016 under the West Bengal State Govt., Act XXXI of 2015 with the objectives of providing, “instruction, teaching, training and research in various branches and specialized fields of study of Science, Technology, Medicine, Management, Law, Humanities, Social Sciences, Education, Performing Arts, Sports and any other fields of study including imparting of with employment potentiality”. Thus, there is an inherent need to encourage creativity and scholarly works for the developments of new and useful materials, devices, processes and other intellectual property, in the responsibility of producing and disseminating knowledge. The university activities, focused around faculty members/students/project staffs/supporting staffs/visitors, are based on knowledge and intellectual exercise. Such exercises are expected to lead to the evolution of intellectual property know-how, copy-rights, designs, instruments, devices, processes, specimen, software and other inventions with potential for commercialization with or without the registration under different Acts enacted by the Government for the protection of intellectual properties.

Keeping this in mind, the Intellectual Property Rights Policy Document of Brainware University (hereinafter referred to as BWU) seeks to provide guidance to academic and non-academic staffs, students, scholars, and outside agencies on the practices and the rules of the institute regarding intellectual property rights (IPR) and obligations that include the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements. The policy laid down in this document is expected to fulfil the commitment of the university in promoting academic freedom and providing a conducive environment for research and development.

It is not possible to address all the possibilities in this policy as the scope of intellectual property and the mechanism for the transfer of technology are vast. However, the aim of the university is to generate intellectual property for the society’s use and benefit while raising income to support the teaching and research facilities.

## 2. Person Eligible to file patents

- a. Students, faculty and staff members from the university, as well as collaborators from other universities, organizations and individuals who made a substantial contribution to the innovation or creative design. Any work that leads to the creation of innovative ideas or works that are the outcome from funded projects or research outputs from Graduation, Masters’ and Doctoral degrees.
- b. Startups that have been incubated in the university campus, by using university facilities and have an internal collaborator.

## 3. Patent Filing Modalities

**Disclosure:** The patent-able innovative work will be disclosed to the Vice Chancellor electronically via e-mail and professionally vetted as per IPR Act.

**Agreement signing with the University:** The inventor of the patent-able work then needs to sign an agreement on “Invention Assignment and Royalty Sharing Agreement” with the university as enclosed.

**Filing of Patent:** Filing of the Patent by the university will be done after signing of the agreement and it will be then communicated to all the inventors of the corresponding patent.

#### **4. Licensing, Funding, Royalty and Monitoring of Patents:**

- a. Funding-** The university will give inventors all the financial and professional support they need to file patents for their creations. The university will bear all costs associated with the patenting of inventions in India. Patent applications outside India will be funded based on the commercial output of the work and the availability of funds in the university. All innovations for which the university is filing a patent must be assigned to the university.
- b. Licensing-** Inventors and universities shall use their best efforts to license out the patents and guarantee their effectiveness. Patents may be licensed to a third party or even to an independent startup or spin-off business founded by the inventors.
- c. Royalty-** Whether a patent is licensed to a third party or used by the inventors to find their own businesses, the inventors will hold the major portion (80%) of the commercial rights relating to the inventions. The university's 'seed fund' will get a 20% share of the patent's earnings for as long as it is in effect in order to facilitate submissions of potential patents and patent licensing. If more than one inventor is filing a patent, each inventor must specify their respective share in the "Invention Assignment and Royalty Sharing Agreement," which must be executed at the time of filing the patent. This is done to avoid any disputes between the inventors in future.
- d. Monitoring-** IPR Cell will properly monitor revenue, collect royalties related to patent licenses, and send royalties to inventors, for which it will properly maintain accurate accounts in a fair and transparent manner.

#### **5. Branding:**

Branding of products emanating from patents filed by the university will be done as per the university guidelines and in accordance with the approval from Vice-Chancellor.

#### **6. Transfer of Patents:**

In the event that inventors wish to obtain patents assigned to themselves or in the names of the businesses to which the patents are licensed, they may do so by returning to the university the actual costs incurred up to that point in the patenting process, as documented by available receipts, and agreeing to pay the university a 20% royalty on all patent revenue or a one-time lump sum as mutually agreed.

#### **7. Abandonment of Patents/patent applications:**

University may abandon a patent or ask for bearing the maintenance expenses if the granted patents are not licensed within a period of 5 years.

## 8. Amendment of Policy:

Any amendment to the policy that affects an inventor's share in revenues earned by the patents will be prospective and not retrospective.

### **INVENTION ASSIGNMENT AND ROYALTY SHARING AGREEMENT**

THIS agreement is made on this ..... day of ..... , 2022 at Kolkata, West Bengal.

#### **BETWEEN**

**BRAINWARE UNIVERSITY** having its campus at 398-Ramkrishnapur Road (Near Jagadighata Kazipara Market), P.S. Barasat, Kolkata – 700 125, hereinafter referred to as the “**UNIVERSITY**”, represented by Registrar, of the **FIRST PART**.

#### **AND**

..... son / daughter of ..... residing at ....., Police Station - .....,  
Pincode - ....., being an employee / faculty / scholar of the First Party, hereinafter referred to as the  
“Inventor” or **SECOND PARTY**.

WHEREAS **UNIVERSITY** and **INVENTOR** shall be hereinafter jointly called "**PARTIES**" and singularly as "**PARTY**".

#### **Whereas**

- 1) **First Party** is a UGC recognized State Private University in West Bengal.
- 2) Second Party herein is a .....DESCRIPTION & DETAILS.....
- 3) That both the Parties, with legal entitlement desire to sign this agreement for invention assignment and royalty sharing of the invention / creation resulting from projects arisen therefrom.

#### **Recitals**

- 1) The Inventor desires to file a patent for his invention titled..... The innovation has been assessed by the University and found to be patentable.

2) That the Inventor out of his/her free will and consent, agrees to assign the invention to the University in accordance with the terms and conditions of the Brainware University IPR Policy and further do hereby confirms / assures / declares that during and after the tenure of his/her employment with the University shall not assign to any third party, failing which the same shall be termed as breach of contract.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL CONSENT SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

1) Funding will be provided to students /faculty for Patent Application having the institute either as applicant / co-applicant of the application. (The patent application will not be funded if the application doesn't have the Institute/University as applicant / co-applicant).

Sr. No.	Budget Head	Amount (₹)**
1	Funding support for patent application filing fee	₹ 1,600/-
2	Request for Examination fee	₹ 4,000/-
3	Amount per Application	₹ 5,600 /-

**\*\*A maximum funding amount of Rs. 6,000/- per application**

2) The Inventor shall assign his invention to the University for patenting and further also hereby confirms /assures / declares that during and after the tenure of his/her employment with the University shall not assign the same to any third party, failing which it shall be termed as breach of contract and the University incurring the above-mentioned fees in the event of licensing of the invention, royalty sharing shall be as per the table below:

Sl. No.	Stakeholder	Royalty Sharing Percentage
1.	Brainware University	20%
2.	Inventor-1	Xx
3.	Inventor-2	Xx
4.	Inventor-3	Xx
	<b>Total</b>	100%

3) Both parties have mutually agreed to do their best efforts to promote the invention and ensure its successful commercialization in the greater societal interests of technological innovation advancement.

- 4) In the event that the innovation is successfully licensed and commercialized, the inventor(s) will/may execute a Licensing Agreement/MOU separately with the University.
- 5) The university shall enforce the Licensing Agreement/MOU and guarantee that royalties/revenues are collected and delivered to inventors on time.
- 6) The university has the right to keep or relinquish the patent if no license / registration occurs within 5 years from the date of filing.
- 7) In the case of any breach of agreement, remedies shall be sought for subject to the provisions of the prevailing laws of the Land (civil/criminal) and for any dispute arisen herein, it may be redressed as per the provisions of the Arbitration and Conciliation Act, 1996 pertaining to jurisdiction of Kolkata.

**IN WITNESSETH WHEREOF** the parties hereto have signed these presents on the date, month and year first written herein above.

For **Brainware University**

For .....

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

(Ms. Mahua Pal)

(.....NAME.....)

Registrar

...DESIGNATION.....

Address: 398, Ramkrishnapur Road, Barasat,  
North 24 Parganas, Kolkata – 700125.

Address: ....., Police Station  
- ....., Kolkata - .....

Contact Details: 033-7144 5573

Contact Details: .....

Email: registrar@brainwareuniversity.ac.in

Email: .....@.....

Web: www.brainwareuniversity.ac.in

Website: https://.....

Date:

Date:

Stamp / Seal:

Stamp / Seal:

**In the presence of:**

**Witnesses-**

- 1.
- 2.