



(Recognised under Sec 3A of UGC act 1956 as per the notification No. F.9-11/2007-U.3(A) dated 27th February 2008)

**PROPOSAL AND POLICY FOR THE CREATION OF
INTELLECTUAL PROPERTY MANAGEMENT (IPM) CELL**

June 2010

Preamble

Yenepoya University has a very clear vision in creating the new knowledge through scientific research. The knowledge is an intellectual asset and needs protection. Hence, Yenepoya University has taken the necessary step to create an Intellectual Property Management (IPM) cell. Few meetings were convened by the Registrar, Chaired by Vice-Chancellor (Dr. B.H. Sripathi Rao) with following members, Director Research and Finance (Mr. Farhaad Yenepoya), Deputy Director, UIIC (Dr. Manjula S.), Deputy Director, MPhil/PhD Programs (Dr. Vinitha R. Pai), Senior Professor (Dr. Akhter Husain), Senior Scientific Officers (Dr. Arun A.B. and Dr. Rekha P.D.) and Law Officer (Mr. Habeeb Rehaman), to brainstorm on the creation of the IPM cell. This committee discussed the University Grants Commission's guidelines for awareness, protection and management of intellectual property rights (IPRs) in the university system in India. As a first step, to realise this task, the Advisory committee headed by the Vice-Chancellor (Dr. B. H. Sripathi Rao), Dean Research, Two Senior Professors [Dr. Akthar Hussain, (YDC) and Dr. Prema Saldanha (YMC)] and Registrar as Convener (Dr. Janardhan K), was constituted according to the guidelines of UGC.

Further, it was proposed that, a suitable policy should be evolved for the IPM cell in the Yenepoya University. The committee entrusted this task to the following members Dr. Arun A.B. (Convener), Dr. Rekha P.D., Dr. Manjula S. and Mr. Habeeb Rehaman for preparing the draft policy for further deliberation by the University. The University has undertaken the detailed review of this document as well debated and discussed the finer details before placing it for the ratification by the Board of Management of Yenepoya University. This document has undergone several stages of refinement to make a final product which is complete and user friendly.

We are happy that the framework of IPR policy and the guidelines for the creation of the IPM cell after approval would provide approach and procedures for the management of intellectual properties and related issues in the Yenepoya University.

This document was prepared by synthesizing valuable information on IP guidelines from various institutes namely, University Grants Commission, Indian Institute of Technology, Indian Institute of Science, Department of Science and

Technology, Department of Biotechnology, World Intellectual Property Organization (WIPO) etc. The members have discussed both formally and informally among themselves in series of meetings to arrive at common consensus of inclusion. This document is open for suggestions from all the stakeholders of Yenepoya University before the final acceptance.

The whole purpose of preparing this document is to be in line with the IPR regime of India and provide appropriate forum for supporting our talented staff to realize their potential and marketability of their innovations for the betterment of self, institution, society, and the nation. The development of these guidelines is a small step in this direction.

17th June, 2010

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1. SCOPE OF THE IPR POLICY

The IPR Policy developed by the Yenepoya University shall apply to all the patentable inventions and discoveries, trademarks, copyrightable materials, technology transfers, know how secrets which are developed using the resources available (facilities, employee time, or University's research, or development programs) in the Yenepoya University. The Yenepoya University shall hold ownership in patents and other intellectual products, copyrights, technology transfers, know how developed by its employees/students as a result of research or employment.

The Policy shall apply to all the employees of the Yenepoya University including part time research scholars, visiting students, doctoral and postdoctoral fellows and anyone using facilities under the supervision of University faculty and all the students of the University.

The collaborating institute shall agree this policy before signing the collaboration agreement.

2. Vision

The IPM cell envisions the Yenepoya University to be a potential intellectual property generating higher education institute by encouraging research and innovations.

3. Mission

1. To promote generation of new knowledge by Research and Developmental activities
2. To mobilize resources for the sustainability of the higher education in Yenepoya University at the global perspective

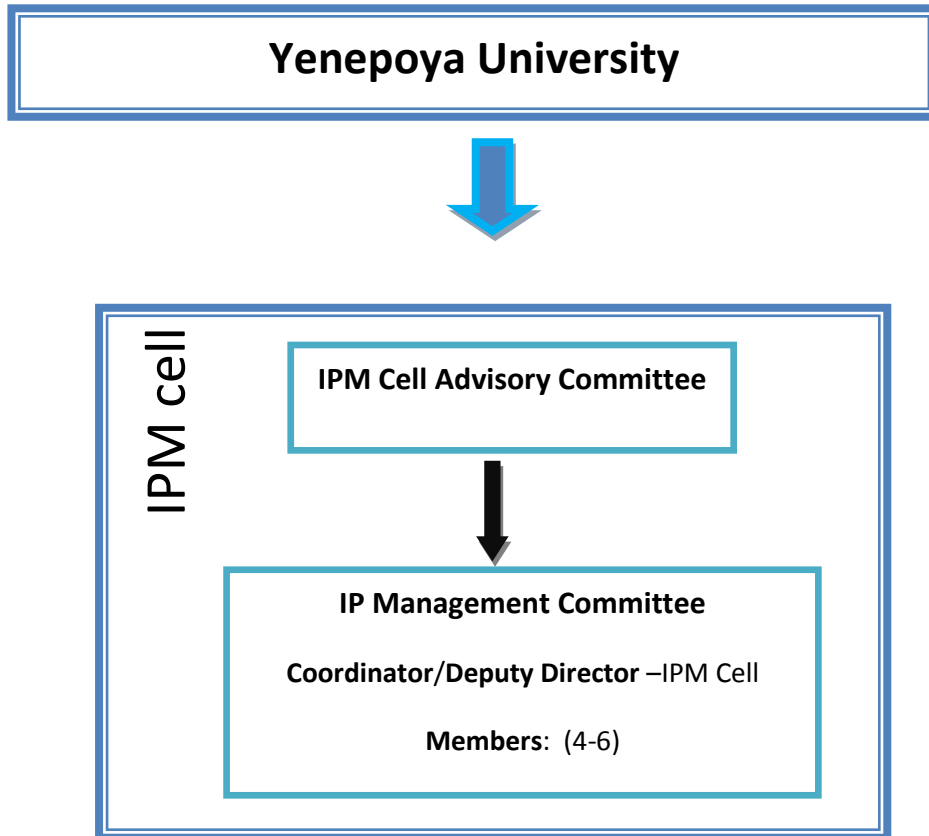
4. Goals and Objectives

The broad goals of the IPM cell shall be; education, awareness and management of the Intellectual Property generated from faculty and students.

Specific objectives are;

- 4.1 Creating awareness and basic training in the various issues of Intellectual property rights (for the faculty, students and researchers of YU).
- 4.2 Creating awareness and basic training in the various issues of Intellectual property rights (for the faculty, students and researchers from other institutes).
- 4.3 To provide an environment for generating the intellectual resources in Yenepoya University.
- 4.4 To manage and protect the IP generated from the in-house research programs using available resources by providing a complete set of guidelines and services.
- 4.5 To facilitate development of novel technology, product and processes through funding support from various funding agencies and capitalize the IP originated by patenting, technology transfer and transfer of know-how etc.
- 4.6 To develop and implement policies related to IPR with changing time and national and International frameworks.
- 4.7 The IPM cell shall look after the entire portfolio of Intellectual property of Yenepoya University.
- 4.8 The IPM cell shall also take care of IPM issues in the colleges (outside Yenepoya University) through mutual understandings and agreements.
- 4.9 IPM cell shall update periodically the standard operating procedures for processing the patents/technology transfer/copy right protection/logo registration etc., for the benefits of faculty.
- 4.10 The IPM cell shall seek legal advices and also resolve any conflict of interest with respect to IP in consultation with the advisory committee.
- 4.11 IPM cell shall generate resources through patenting, copyrighting and facilitating externally funded research.
- 4.12 IPM cell shall build a knowledge base by developing a library for the use of YU faculty and on request to the external researchers.

5. Organizational Structure



6. IPM Advisory Committee

The IPM Advisory Committee shall guide and advise the IPM cell and shall comprise of the following (Broadly according to the UGC guidelines)

Vice-Chancellor	Chairman
Director (Yenepoya Research Center)	Member
Patent Attorney	Member
Two Senior Professors	Members
Coordinator IPM Cell	Member
Finance and Marketing Expert	Member
Dean Research	Member Secretary

The term for the two senior professors shall be of 2 Years

Responsibilities

The major responsibilities are advisory and guidance, in addition to the direct role in the IPR management.

IP Management Committee

The IPM cell shall have an IP management committee which shall be involved in the smooth functioning of the IPM cell. And shall comprise of the following;

Coordinator (or a Synonym)

The coordinator shall be nominated by the IPM Advisory committee or Vice-Chancellor. He/she shall be a fulltime regular faculty of Yenepoya University with significant amount of R&D experience.

Members (4-6)

1. Deputy Director UIIC
2. Deputy Director MPhil/PhD Programs
3. Two faculty with significant Research experience
4. Director Finance
5. Law Officer

OR

The members are selected by the advisory committee in consultation with all the faculty deans of Yenepoya University.

The Committee may designate additional members as may be necessary.

Responsibilities

The major responsibilities of the IPM committee shall initially be formulation of guidelines and policies for the cell.

The committee shall implement the objectives of the IPM cell by developing a roadmap within a given timeframe from the date of approval of the first committee.

The major issues to deal are;

- a. IP counselling to the inventors and faculty for identifying the IPR potentials.
- b. IP management: filing, maintaining, monitoring and managing the patents and copyright by coordinating between the inventors and attorneys.
- c. IP transaction: For revenue generation IP transaction is the most important and the cell shall evolve strategies for the same by initiating MoUs between industries and academia.
- d. Assistance in Technology Transfer: Protocols for the same shall be made initially and implementation shall be the duty of the IPM cell.
- e. Develop resources, build awareness and education among the Yenepoya University faculty.
- f. Utilize the financial and infrastructural resources carefully and submit reports periodically.
- g. Coordinate between the faculty and IPM advisory committee for the better IPR perspectives.

7. Responsibilities of the IPM Cell

- a. The IPM cell shall promote academic, entrepreneurial activities and revenue generation.
- b. The IPM cell shall protect the copyright and scientific inventions of the Yenepoya University by patent registrations.
- c. The products/process generated by the faculty/staff/students of the University, which is unique or novel and qualify for the protection under the relevant government acts evolved for the purpose will be the property of the University.
- d. The cell shall develop suitable policy, proper structures and processes to encourage research leading to the creation of intellectual property.
- e. Will document, protect, evaluate and exploit all the intellectual property generated by various departments/individuals of the University.
- f. The IPM cell shall file the patent and copyright applications on the behalf of the University and shall execute documents related to the IPM, execute license and technology transfer agreements, unilateral or bilateral confidentiality agreements and non-disclosure agreements on behalf of the University.
- g. The cell shall encourage innovation in the University by creating the awareness about the funding resources, external and industrial grants for carrying out research, which can be commercialized.
- h. The cell shall make the objective evaluation and patentability of the innovation. And can also consult expert to obtain a clear picture of the patentability and innovation.
- i. The cell shall accept proposals after thorough scrutiny and the advisory committee shall recommend suitability of the proposal for further action. The cell shall enter into the confidentiality agreement between all the members of the IPM cell and the inventing group.
- j. The IPM cell shall file the provisional patent through the University recognized patent attorney in case it is still in the developmental stage or the stage called "Proof of the concept".
- k. The University shall grant non-exclusive license for commercialization with exception being made based on the case specificity.
- l. The technology transfer shall be associated with an agreement between the recipient and the University. The University shall reserve all the rights for the payment terms.

The royalty and the revenue shall be shared according to the policy laid down by the University.

8. Infrastructure and Budget

The IPM cell requires a modest infrastructure to accommodate its activities and build databanks and information resources. The University shall assign a working place at the earliest after the formal creation of the cell. To foresee a well-functioning IPM cell a full time technical/clerical staff is required. In addition dedicated computers and related peripherals are also essential.

The IPM cell, based on the robustness of the innovation will pay for approximately 5 Indian patents and 2 US/Patent Co-operation Treaty (PCT) applications per year till the sealing stage. And will facilitate for registering the logos related to the Yenepoya University. An approximate annual budget of Rs. 12.0-15 lakhs shall be allotted for these purposes. The unspent amount at the end of the year shall be reimbursed to the University.

The overall budget required for the maintenance of the IPM cell over the years (approximately by 5 years) shall be balanced if the outlined objectives (technology transfers and commercialization of the patents) are fulfilled. Transaction charges shall be levied on all commercialized IP products for services provided by the IPM cell at a minimum of 5-10% of the sale proceeds of the IP or at a specified rate by the advisory committee. Such a revenue generation will lead to self reliance of the cell. University shall have to provide the financial support till the cell becomes self supporting. It is expected that at least a few patent/technology per year would fructify or commercialized.

Phased distribution of the budget allocation for 2010-2011

Specification	Total* in Rs.
Patents - Indian 5/Year @ 75.000/Patent (details below)	3.75 lakhs
Patents- US/PCT 2/Year@ 2 lakhs/ patent (details below)	4.00 lakhs
Copyright/Trademark- 2/Year @ 20.000/Copyright/Trademark	0.50 lakhs
Awareness programs/Seminar/Consultancy	2.00 lakhs
Technical Staff-1 @ 6000/Month	0.72 lakhs
Other expenses	1.00 lakhs
Total	11.97 lakhs

*The cost outlined is an approximate value and is subject to change and negotiation

Cost of Patent Application in India

Patent Filing Govt. Fee	Rs. 4,000/
For each sheet in addition to 30 pages	Rs. 400/
For each claim in addition to 10 claims	Rs. 800/
Publication, Govt.fee	Rs.10,000/
Examination, Govt.fee	Rs.10,000/
Attorney Fee	Rs.50,000/-

The cost outlined is an approximate value and is subject to change and negotiation

Filing International patent Application under Patent Co-operation Treaty (PCT) route

PCT Govt Fee as per latest Fee Schedule (www.ipindia.nic.in)

Attorney Fee Rs.1, 00,000/-

Copyright Registration for Artistic work / Logos

1. Govt. Fee for search certificate U/S.45 of the Copyright Act: Rs.5, 000/- or Rs.25, 000/- for expedite certificate
2. Filing charges for certificate U/S.45 of Copyright Act: Rs. 10,000
3. Copyright filing, Govt. Fee: Rs.400
4. Copyright Filing Charges for Attorney: 10,000

Copyright for other than Trade Mark

Fees and filing expense 15,000/-per application.

The cost outlined is an approximate value and is subject to change and negotiation

9. Procedure for IP protection

- a. The first step is the filling up of the relevant forms and documents provided by the IPM cell for the said purpose. All the application along with the documents shall be forwarded to the IPM cell for evaluation, which shall be then forwarded to the advisory committee and subsequently to authorities/attorneys for further action. During the process, the

inventor and his/her group shall be constantly updated regarding the status of their application by the Co-ordinator of the IPM cell.

- b. A model Performa (Annexure 1) is developed as to obtain the sufficient information from the inventor (s) for the evaluation purposes. The inventors (s) have to fill the form and submit the same with all the relevant documents to the Co-ordinator of the IPM cell. The same information will be passed on to the IP/Patent attorney for drafting the IP application. The main documents that need to be submitted (not restricted) to IPM cell are;

Clear Objective (s)

Database Search and Search strategies

Difference between already known invention and potentials for commercial applications and novelty

Usefulness of the innovation, technical value and technical details etc.

Conditions under which the innovation performs and possible limitations

All other information related to the innovation and marketability.

All this information will be provided to the Patent attorney to prepare the draft claim.

10. Filing of Applications for the IPR and support

The applications will be filed by the Registrar in the name of the Yenepoya University as an owner of IP.

The inventor (s) name will be reflected in all the appropriate places.

The applications shall be filled in India

The inventor (s) shall assign “exclusive rights of ownership” to the Yenepoya University.

The patent/copyright warranting protection outside India (PCT application) will be handled first by filing a provisional patent in India and subsequently file a PCT application within 12 months.

The recommendation of IP Advisory committee will be final for the PCT application.

The expenses incurred in the process of filing (statutory fee, service fee) etc. shall be borne by the Yenepoya University.

If the invention does not have any takers, the IP Advisory committee can reassign the IP rights back to the Inventor (s), but the inventor (s) should pay the subsequent maintenance cost.

The renewal of the IP rights shall be based on the recommendations of the IP advisory committee. If the committee recommends not renewing the IPR in any country, then the IP can be assigned the rights to Inventor (s) upon the request by the inventor for reassignment (should be completed within 3 months prior to renewal date).

The inventor can abandon or withdraw the application before it is placed in IP advisory committee.

11. Ownership

The overall philosophy is that any kind of intellectual property created by the faculty, students, staff, project staff, visitors, trainees or the personals participating in the University programmes shall be the owned by the University.

1. More specifically, if the intellectual property was created by the facilities and funds of the University or was created as a part of a normal professional duty or during the contract period will come under the ambit of the University ownership. Apart from this, the intellectual property created by the academic research or training leading to a degree or by the sponsored/consultancy research agreement with the Yenepoya University will also be the University property unless the ownership has been decided and agreed upon mutually.
2. The author shall have the ownership only when the situation defined above shall not be applicable. For example, if the intellectual property is created outside the normal area of research/teaching like music, poems, artistic work, imagination without any resources from the University.
3. Students shall have the ownership on their thesis/dissertation as a part of academic programmes. But they have to grant the royalty-free permission to reproduce and distribute.

4. The third-party ownership shall be decided based on the specific provisions in the contract between the third party and Yenepoya University and if, there is no specific contract exists, the IPR will remain with the Yenepoya University.
5. If the IP produced at Yenepoya University, the University shall retain a non-exclusive, irrevocable license to copy/use IP for teaching and research, provided it enters the confidentiality agreements with the concerned institute.
6. If the IP is created during the lean, fully or part of the team during the deputation or official leave or sabbatical the Yenepoya University reserves the rights to have the claim based on the amount of idea provided or institutional resource utilization.
7. The IP generated by the research projects undertaken by the external grants or on behalf of the sponsoring agencies shall be claimed jointly in the name of the Yenepoya University and sponsoring agencies, if the funding agencies agree for bearing the cost of filing and maintaining of IP equally. If the funding agency is not interested, then the Yenepoya University shall file the application with absolute ownership.
8. If the invention is made by the funds using sponsored research project the University shall sign the MoU with the funding agency in case the latter wants to stake claim on the invention.
9. If the industry approaches the University/scientist for collaboration ('Proof of the Concept') and is unprotected through IPR, the University shall ask the inventor to make a confidentiality agreement with the collaborator so that the intellectual property generated by the inventor or through collaboration should not be misused by either of the collaborating partners.
10. All the research students associated with the any funding projects will be brought under the ambit of confidentiality agreement.
11. The IP will be owned jointly, if the Yenepoya University has agreed for the collaborative research with the collaborative institutions.
12. The Yenepoya University will be the owner of any copyright work, if the significant resource of the University is used for the said purpose.
13. If the University feels that, any copyright has a potential to generate financial benefits/returns, shall unilaterally initiate steps to protect such copyrights.
14. Yenepoya University shall be the owner of copyrights of all the teaching and learning aids developed by its faculty or generated as a part of any academic programmes. The author will have right to use the non-funded technical material in her/his professional capacity.

15. In the cases of technology transfers in the name of the University/ jointly by any other organization/ industry, the intellectual property will be marketed or exploited under clearly defined commercial exploitation agreements such as technology transfer, and revenue sharing patterns.
16. The IPM cell shall try to find the suitable licensee (s) for the IP it owns. In case, if the IP is jointly owned with others such as sponsoring agency, the first right for commercialization and protection will rest with them. But this involves the technology transfer fee and also the royalty payment from the first date of such commercial exploitation till the end of mutually agreeable period.
17. If the other party is not willing to take up any step till two years for commercial exploitation, then Yenepoya University reserves the right to transfer the technology or know-how to a third party. And the revenue will be shared at a ratio of 1:1 with the sponsoring agency.
18. The IPM cell may hire an IP consultant for executing or to bring suitable light for the innovation.

12. Revenue Sharing

Revenue generated by licensing of IP/technology transfer/patent, would be shared according to any one of the models outlined in the UGC guidelines. The University endorses the view that the inventor should get the full credit for his invention. In case, if the Yenepoya University reassigns the right of the IP to its investors, the inventor shall reimburse all the cost incurred by the Yenepoya University, including the spending on protection, maintenance, marketing, and other associated costs. One of the following generalised models will be adopted initially, and is subject to change based on the negotiations and specific agreements.

12.1 Model 1- In case the IPM cell is funding the patenting and licensing cost (Indian patent)

Annual Revenue	IPM Cell Share	Institutional Share	Inventors Share
Up to 10 lakh	10%	20%	70%
Up to 1 crore	15%	25%	60%
Above 1 crore	25%	25%	50%

12.2 Model 2- In case the IPM cell is funding the patenting and licensing cost (PCT application)

Annual Revenue	IPM Cell Share	Institutional Share	Inventors Share
Up to 10 lakh	40%	10%	50%
Up to 1 crore	35%	20%	45%
Above 1 crore	35%	25%	40%

12.3 Model 3- In case the Inventor funds the patenting and licensing cost through funding agency

Annual Revenue	IPM Cell Share	Institutional	Inventors Share
Up to 10 lakh	10%	10%	80%
Up to 1 crore	10%	15%	75%
Above 1 crore	10%	20%	70%

12.4 Model 4- In case the External agency (e.g. NRDC) is funding the patenting and licensing cost

Annual Revenue	IPM Cell Share	Institutional Share	NRDC or any other similar agency is funding	Inventors Share
Up to 10 lakh	10%	10%	30%	50%
Up to 1 crore	10%	15%	30%	45%
Above 1 crore	10%	20%	30%	40%

If there is more than one inventor (team), then the 50% of the inventor (s) share will be of a Principle inventor and the rest 50% will be equally shared among the other members of the team.

If the revenue is to be shared with the external agency, the University shall enter into a MoU with on a mutually agreeable amount for a particular invention.

13. Infringements, Damages, Liability and Indemnity

As a matter of policy, Yenepoya University shall, in any contact between licensee and the University, seek indemnity from any legal proceedings including without limitation of manufacturing defects, production problems, and design guarantee, up-gradation and debugging obligations.

Yenepoya University shall also ensure that Yenepoya University faculty have an indemnity clause built-into the agreements with licensee (s) while transferring the technology or copyrighted material to licensees.

Yenepoya University shall retain the right to engage or not in any litigation concerning patents and licence infringements.

14. Conflict of Interest, Dispute Resolution and Jurisdiction

The inventor (s) should disclose any conflict of Interest or probable 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 family have in the company. Under such a scenario, it must be ensured by the inventor (s) that their entrepreneurial activities do not have an adverse impact on the inventor (s) teaching, research or any other institutional responsibilities.

In case any disputes arising between Yenepoya University and the inventors regarding the implementation of the IPM policy or with regard to the implementation of the clauses of MoU, confidentiality agreements, technology transfers, know-how, copyright issues, trademark registration and logo registration and matters of similar nature, the registrar will be the sole authority to deal with matters of such kind and his decision will be the final and binding.

As a policy, all the agreements to be signed by the Yenepoya University shall have the jurisdiction of the courts in Mangalore and shall be governed by the appropriate laws in India.

15. Project Consultation Rules

Case A (I) Where the consultation is on basis of intellectual input by the faculty member/members alone & collectively without use of infrastructure (electricity, computer library etc.).

Case B (II) Where consultation is on basis of intellectual input by the faculty & with use of infrastructure of University.

Case C (III) Where consultation is on basis of efforts put in by faculty / other supportive staff & with use of infrastructure & inputs of Universities (chemicals, glassware, instrumentation facilities)

Percentage sharing on 100% basis- A model

Stake holders	Case A	Case B	Case C
University	15	15	15
Department	25	35	45
Faculty/consultant	60	50	40

Where indirect/direct costs are involved, in case A, B, and C as the case may be, only after deducting the amount of actual expenditure, the consultation amount will be shared among individuals alone or those who are involved in the entire consultation work. The students who are offered for research fellowships from the project consultancy will in no case be a part of consultation sharing. However they may be part of inventor group if their efforts are significant.

Annexure-1**Yenepoya University****Form for submitting proposal to IPM Cell**

(Attach separate sheets wherever necessary)

1. Title of invention :
(The title should describe what the invention does but not how it is made or how it works)
2. Inventors:
(Who have contributed or conceived an important part of the invention, either independently or jointly with others during development of technology concept or reduction to practice)

Serial No.	1	2	3	4
Name				
Designation				
Department				
College				
Phone				
E-mail				

3. Patent/ IP report:
 - a) A report of the patent search carried out in common, free patent search engines for granted patents in USA.
 - b) Search terms: A short list of words, phrases and/ or categories should be provided that may help in making internet searches related to the invention.
4. Brief overview of the invention:
 - 1) Describe the invention as to what it does in such a manner that a layperson would understand.
 - 2) What is the purpose of invention?
 - 3) What are the advantages of the present invention over the comparable inventions?
 - 4) Describe the invention so that other faculty of the institute who are knowledgeable in the field can evaluate the technical and commercial merits of the technology.
 - 5) Whether the invention is tested experimentally? Are experimental data available?
 - 6) Briefly discuss the features and benefits of the invention.
5. Technical description, details and supporting data:
 - a) Working of invention with results, data or any other indicative evidence.
 - b) Attach any papers or visual material that is available, be it published or unpublished.
6. Commercial potential:
 - a) Possible uses/ application areas/ products.
 - b) Possible end users.

- c) Potential marketability including commercial suggestions such as :
 - i) Input required.
 - ii) Production capacity.
 - iii) Raw material requirement.
 - iv) Transfer form.
 - v) Target companies and countries.
 - vi) Economic data.
 - vii) Potential long term commercial interest.
 - viii) Any other information you would like to divulge?
- d) Has the invention been disclosed to industry representatives or third parties?
- e) Nature of commercial interest shown in the invention.
- f) Names of the companies and specific individuals and their titles who have shown interest in the invention.

7. Development stage:

- a) Current stage of development of the invention as it relates to its marketability.
 - i) Is it embryonic and needs substantial work to bring to the market?
 - ii) Is it partially developed and could be brought to market with significant investment?
 - iii) Is it off the shelf and could be brought to market with nominal investment.

8. Do you know of any other inventions that are congruent with this invention?

Signature of Inventor with date

Signature of Inventor with date

Signature of Inventor with date

Signature of Inventor with date

I, 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 Yenepoya University, herein after referred to as Institute with address at Yenepoya University, University Road, Deralakatte, Mangalore 575 018, Karnataka, India, and that Yenepoya University is entitled to all patent/ copyright/ trademark and all other intellectual property rights thereto.

In accordance with the above entitlement of Institute to Intellectual Property generated by me, I hereby assign and/ or transfer to Institute, its successors and assigns, absolutely and forever, all right, title and interest, throughout the world in and to each element thereof, including but not limited to the copyright/ patent/ technology/ innovation contained therein.

I further agree that no copyright materials assigned by me to the Institute under this agreement shall not be reproduced by me beyond that which falls under fair use, and I shall not use the invention/ technology innovation/ trademarks developed by myself, and others working with, be disclosed by me to any other party upon termination of this agreement. I understand that any prior disclosure by myself, 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:

Address: