



GUJARAT TECHNOLOGICAL UNIVERSITY
(Established under Gujarat Act No. 20 of 2007)

ગુજરાત ટેકનોલોજીકલ યુનિવર્સિટી
(ગુજરાત અધિનિયમ ક્રમાંક: ૨૦/૨૦૦૭ દ્વારા સ્થાપિત)

Reference: GTU/GIC/IPR/2018/90/7551

Date: 09/10/2018

To,

All Students, Researchers, Faculty Member, Colleges, Start-ups & Registered Indian Patent Agents,

Subject: Execution process/guideline for students, researchers, faculty members or start-ups (who are students or passed out in last five academic years) to avail financial assistance towards filing of Patents on their invention through GTU IP Facilitator's/Registered Indian Patent Agents under Student Start-up Innovation Policy (SSIP).

Dear

All Students, Researchers, Faculty Members, Start-ups and Registered Indian Patent Agents,

About GTU and IPR Activities at GTU

Gujarat Technological University (GTU) is a premier academic and research institution which has driven new ways of thinking since its 2007 founding, established by the Government of Gujarat vide Gujarat Act No. 20 of 2007. Today, GTU is an intellectual destination that draws inspired scholars to its campus, keeping GTU at the nexus of ideas that challenge and change the world. GTU is a State Technological University with 486 affiliated colleges in its fold operating across the state of Gujarat through its FIVE zones at Ahmedabad, Gandhinagar, Vallabh Vidyanagar, Rajkot and Surat. The University caters to the fields of Engineering, Architecture, Management, Pharmacy and Computer Science. The University has about 4,00,000 students enrolled in a large number of Diploma, Under Graduate, Post Graduate programmes along with the robust Doctoral programme.

Under the visionary leadership of **Prof. (Dr.) Navin Sheth**, Vice Chancellor of GTU, **GTU Innovation Council (GIC)** has continued its mission for IP literacy for faculty and students, which has started since September 2011. Till today GIC had organised more than hundred workshops for faculty and students, based on various themes viz. "Patenting in Engineering", "Patenting in Pharmaceuticals", "Patent Search Methodology", "Patent Search and Analysis Report (PSAR)", "Patent Clinic", "Patent Drafting Exercise (PDE)", "PatenTrack", "PCT Patent Journal Analysis Activity" "Creation of Project Monitoring and Mentoring System (PMMS)" etc. By all such workshops and seminars at present GTU has a very large pool of more than 6800 trained faculty, who have been trained and made aware about the basics of IPR & Patents in particular and also for the basics of patent search methodologies. Due to these efforts, till today more than 350 Patents have been filed by students and faculty of GTU affiliated colleges. **A brief report about IPR initiatives taken by GTU is available at: <http://gtu.ac.in/uploads/19122016.pdf>**



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About the Financial Assistance Scheme for Patent Filing

To inculcate culture of innovation amongst the students, researchers, faculty member or start-ups (who are students or passed out in last five academic years) and to provide a conducive environment for optimum harnessing of their creative pursuit, **The Education Department, Government of Gujarat** has issued **Student Start-up and Innovation Policy (SSIP) 2017-2021**, vide G.R. No. PRC/2016/IPIES/DS/S/710197, dated: 11/01/2017. The Government has decided to facilitate and pre-incubate innovative ideas to go through a stage of proof of concept, prototype, product, testing & trial, redesign and development of utility, the student start up to help in building innovation. The State Government therefore, aims to support innovation, start up, incubator, and others directly and/or through academic & education institutions and universities in the above policy with an objective of harnessing creative potential of young students across universities and educational institutions.

The purpose of present guideline is to promote awareness, protect and promote Intellectual Property Rights of students, researchers, faculty members or start-ups (who are students or passed out in last five academic years) and thus encourage innovation and creativity among them.

Amount of Financial Assistance for Patent Filing

As per the provisions of above said scheme under SSIP policy, here by GTU is creating mechanism to disburse average Rs. 25,000/- per national patent filing including government fees.

Here by GTU is defining its guideline for fund disbursement to file patent applications under SSIP Policy. After its declaration, based on the experience gained over a period of time for implementation of the scheme, GTU may amend certain aspects of the scheme for proper utilisation of the fund.

Beneficiary: Herein after in this document students, researchers, faculty member or start-ups (who are students or passed out in last five academic years) will be mentioned as **beneficiary**.



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THE GTU IP FACILITATION GUIDELINE

Who Can Apply

This policy and guideline is applicable to all beneficiary of Gujarat without any restriction for its limitation only towards GTU students, faculty, academic researchers or student start-ups.

Empanelment of GTU IP Facilitator (GTU's IP Facilitator)

A government department/organization/agency or CPSU (like TIFAC, NRDC, BIRAC, MeitY, CSIR etc.) through an authorised representative can also work as Facilitator under this scheme apart from any Patent Agent registered with the CGPDTM (Controller General of Patents, Designs & Trade Marks).

With reference of GTU circular/letter no: GTU/GIC/IPR/2018/34/2535 available at: http://www.gtu.ac.in/uploads/11-4-2018_820083.pdf , GTU has invited application/expression of interest from valid Registered Indian Patent Agents to work as a **GTU approved IP Facilitator (GTU's IP Facilitator)**, who are required to work closely with beneficiary for protecting their inventions by means of filing patent application at Indian Patent Office. A very good response is received from large number of Patent Agents and Patent Practicing Firms from across the India to become GTU's IP Facilitator, so far GTU has received more than 80 such applications, a detailed list of GTU's IP Facilitator is available at: <https://goo.gl/KrVKod>

If still any other Registered Indian Patent Agents are still interested to register as GTU's IP Facilitator, are advised to refer above mentioned GTU circular and apply accordingly.

The GTU shall regulate conduct and functions of empanelled facilitators from time to time. In case of any complaint by a beneficiary about a facilitator or refusal by facilitator to provide services to;2 them or on getting information about professional misconduct through any source, the GTU can remove the facilitator from the panel without notice and take suitable actions if required.

However, it is to be clarified that the IP application has to be signed by a person authorized to do so under the provisions of the Patent Act and Rules.



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Functions and duties of Facilitators

Among other functions as may be decided by the GTU, facilitators will be responsible for:

1. Providing general advisory on different aspects of patents to beneficiaries as mentioned above on pro bono basis,
2. Providing information on protecting and promoting patents to beneficiaries in other countries on pro bono basis,
3. Providing assistance in prior art searching, drafting and filing of the patent applications related under relevant Act at the national IP offices.
4. Carrying out a prior art search on beneficiaries' invention.
5. Drafting provisional and complete patent specifications for inventions of beneficiaries.
6. Preparing and filing responses to examination reports and other queries, notices or letters by the IP office, appearing on behalf of beneficiaries at hearings, as may be scheduled, contesting opposition, if any, by other parties, and ensuring final disposal of the IPR application.

Period of Scheme

The scheme shall be applicable for a period till the SSIP grant is available with university or till the SSIP is in existence.

This scheme guideline is made effective from 01.10.2018, and reimbursement will only be done towards the bills/invoices generated and dated after said date.

Fees for Patent Filing Support to GTU IP Facilitators

GTU will provide financial assistance to beneficiary to file their patent applications through the services of professional and qualified Registered Indian Patent Agents/GTU IP Facilitator.

A reimbursement for patent filing, maximum up to Rs 25,000/- for national patent filing including government fees for making Patent Application and Filing Request for Examination will be reimbursed under this scheme to the empanelled facilitators. The facilitator shall not charge patent application and examination fee from the beneficiary of the scheme.



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Other fees like early publication fees is to be borne by beneficiary (if required). The payment towards the service of facilitator for searching, drafting and filing will be disbursed to the facilitator by the GTU on submission of bills and documents.

NOTE: The Statutory Government **Fees for making patent application and filing request for examination** under this scheme refers to **fees for natural persons as applicants in online mode ONLY, and is to be paid by GTU IP Facilitator**. In case of other applicant category or offline payment, the fees difference is to be borne by the beneficiary. Any additional cost/fees apart from the same is to be borne by beneficiary.

Notes for Payment of Fees to facilitators

1. A facilitator shall claim the fees from the GTU as per the stage of work completed with consent of beneficiary (Annexure 3) and/or University IP Screening Committee.
2. The bill for claim of fees shall be accompanied by the self-declaration from the concerned beneficiary that it has not availed funds from any other Government scheme for the purpose of paying the facilitator/patent agent for filing and prosecuting their patent application.
3. For claiming the reimbursement of fees, the facilitator shall submit an invoice to GTU mentioning the Application Number of Patent obtained from Patent Office in respect of which the Patent application is filed by the facilitator.
4. Application Fees and Request for Examination is **MUST** require to be submitted before any facilitator submits bills along with an application for reimbursement under this scheme.
5. Beneficiary himself has to pay the fees for early publication and other fees (apart from application fees and request for examination) beyond the amount of Rs 25,000/- by himself (if required).
6. No financial assistance for provisional specification filing will be provided under this scheme.
7. **GTU will provide financial assistance for national patent filing for maximum up to Rs 25,000/- per patent application irrespective of actual expenses occurred, under various expense heads like as to: Prior Art Search Report Preparation, Patent Drafting and Filing, Patent Application Fees, Early Publication Fees, Examination Fees, Reply to Examination Report, Replying to Pre-Grant and Post Grant Opposition.**



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Statutory Fees

The cost of the statutory fees for making patent application and filing request for examination on the name of individual natural person as applicant in online mode shall be borne by the facilitator.

The cost for any other operation apart from application and examination is to be borne by beneficiary on whose name patent is going to be filled.

Reimbursement of statutory fees to beneficiary who are drafting their application themselves

Beneficiaries (for any applicant category) who are drafting and filing patent on their own and are not seeking services of any IP facilitators, will be reimbursed for all government fees associated with patent application filing, early publication request and request for examination.

In such cases government fees of sum total not exceeding ₹ 25,000/- will be reimbursed, from SSIP grants on the approval of University IP Screening Committee.

Budget

The budget for the scheme shall be provided from the grant GTU has received from Education Department, Government of Gujarat under SSIP Scheme.

Ownership of IPR

This scheme shall in no way transfer, either wholly or partially, ownership rights on the IPR created to the facilitator or the university, and the applicant shall have full rights on the IP generated.

Disclaimer

The scheme does not in any way entitle the beneficiary or the facilitator to grant of patent, the applications shall be disposed of as per the relevant Patent laws and rules of India.



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General Conditions/Terms/Rules/Norms

1. Beneficiary can be student of GTU or alumni upto 5 years can apply for reimbursement. For a team with non-GTU members, at least one inventor should be from GTU or alumni upto 5 years.
2. Present scheme is applicable for complete specification with request for examination filing, not applicable for provisional application filing.
3. Students are required to represent and show case their idea/project along with required details to University IP Screening Committee, and once the screening committee approves the potential ideas/project for patent protection, For the execution of this policy/scheme, GTU is not going to assign the work for patent drafting and filing of beneficiary to GTU's IP Facilitators, instead GTU asks the beneficiary to select the appropriate IP Facilitator from the list of GTU's IP Facilitator based on their education qualification, field of work, experience, expertise, location etc. and contact him/her directly for searching, drafting and filing of application.
4. Members of University IP Screening Committee are required to sign Non-Disclosure Agreement (NDA) (as per Annexure 1) with university to maintain secrecy of discussed inventions during screening.
5. GTU IP Facilitators are required to duly sign and submit the hard copy of Non-Disclosure Agreement (NDA) between GTU and IP Facilitators (as per Annexure 1), so as to maintain the secrecy of all inventions for which they are going to get work through GTU under this scheme. (One time activity). The responsibility for its timely execution is of GTU's IP Facilitator.
6. **Beneficiary has to share the selection results of the university screening conveyed through email as a proof to the IP facilitator, FACILITATOR HAS TO START THE WORK FOR SEARCHING, DRAFTING AND FILING ONLY ON ITS RECEIPT.**
7. Only ideas/projects which are screened and passed by University IP Screening Committee will get benefits of this scheme.
8. **If any facilitator has filled patent application for any idea/project which was not approved by University IP Screening Committee, then to such persons or facilitators the benefits under this scheme will not be given.**
9. If any beneficiary is unable to select a proper facilitator for patent filing, such innovator shall contact the GTU IPFC (GTU- IP Facilitation Center), and GTU IPFC will provide at least THREE name of Facilitators and the beneficiary may finalise any name from such given recommendations.
10. There is no limitation or restriction for selection of any IP Facilitator, but GTU recommends beneficiary to work with Gujarat based IP Facilitator, for easy of communication and work.



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11. Non-Disclosure Agreement (NDA) between GTU IP Facilitator and innovator/applicants (As per Annexure 2) of an invention (separately for each project) is required to be properly executed **BEFORE** start of any project and before beneficiary discusses their invention with Facilitators. One signed copy of the same is must require to be given to the applicant. The responsibility for its timely execution and delivery is assigned to GTU's IP Facilitator.
12. Format for Non-Disclosure Agreement (NDA) are given as annexures to this policy (Annexure 1: Format for NDA between GTU and Facilitator, Annexure 2: Format of NDA between Facilitator & Innovator/Applicant).
13. It will be responsibility of GTU IP Facilitator to get a full invention disclosure and other technical details from beneficiary with required number of counselling's in physical or electronic mode, before they actually perform the Prior Art Search, Patent Drafting and Filing of an Invention under this scheme.
14. For project and inventions which are not patentable due to lack of novelty or patentability criteria (as mentioned above), for them no further financial assistance will be provided under this scheme.
15. GTU IP Facilitator is **MUST** require to get reviewed the patent draft they prepared from the beneficiary **BEFORE** they actually files/submits them to patent office. A written consent at each stage is **MUST** from beneficiary towards the satisfactory and quality drafting by GTU IP Facilitator, which requires to be submitted for bill processing. A proforma for the same is given in Annexure 3. **In cases of not submitting such notes, bills will not be processed for further payment.**
16. There is no limitations or restrictions towards beneficiary for the number of reviews they are requiring from facilitators to finalize complete specification draft before submitting to patent office.
17. Under this policy GTU is not claiming/demanding for any share in rights for ownership of any patent.
18. To acknowledge the contribution and support given by GTU for filing patent application, inventors/applicants are must require to **mention the name of Gujarat Technological University as follows, in Form 1 of patent application (WHICH ACTUALLY DOSEN'T ASSIGHNES ANY RIGHTS TO GTU ON INNOVATOR'S PATENT):**
Name of Applicant/Inventors
Student/Faculty of GTU OR Start up incubated at GTU OR Institute affiliated to GTU OR Beneficiary of GTU IP Filing Scheme, and then followed by their
Actual communication Address
19. For publication of an application, the cost associated with early publication is to be borne by beneficiary/applicant, or else the application will be published after eighteen months from first filing date at no additional cost to beneficiary.



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20. The cost associated with renewal of granted patent has to be borne by beneficiary.
21. All the GTU IP Facilitators are recommended to file patent applications online using their own digital signature.
22. If it comes to notice of university that the work carried out by any IP Facilitator is not of appropriate quality, than GTU may take disciplinary action against such facilitator. University may cut his/her payment for the provided service or university may remove his/her name from the list of GTU IP Facilitator.
23. GTU IP Facilitators (or inventor/applicant in case they are filing on their own) are required to submit the attested copy of all patent documents and applicable annexures in **HARD COPY** to GTU, for the work they have finished and submitted/uploaded to patent office along with fees payment receipt and allotted patent application number documents for bill processing.
24. Apart from hard copy submission of documents to GTU, submission of all those documents in **SOFT COPY** via email (ipfc@gtu.edu.in) to GTU is also must require by facilitator, only hard copy submission will not be enough and eligible for bill processing or reimbursement in phase wise manner towards provided services.
25. GTU promotes the working of individual patent agents as GTU's IP Facilitator apart from registered established Law Firms and other similar agencies with patent agents. And for the same, if any individual patent agents' do not having his bill book, to claim for services he/she had provided, they may submit a simple bill note to GTU, with details about the phase wise work they have completed along with other required documents/details. Based on the same GTU will process their bill note, and pay remuneration for their given services under this scheme.
26. Payment towards the service of IP Facilitator will be made only after completion of phase wise work, no payment will be made for partial completion of work, and neither any advance payment will be made for any tasks.
27. **The facilitator himself has to pay for government fees associated for application and examination of an invention, later on GTU will reimburse the same to facilitator on submission of required documents to GTU (as per annexure 4).**
28. For any invention, if any GTU IP Facilitator deny to work ahead due to specified reasons, then in such situation the work from particular point onwards can be transferred to another GTU IP Facilitator by innovators or GTU with pre communication and approval, and payment will be made according to this policy for remaining phases of the work.
29. The cost for submission of hard copy to GTU, has to be borne by GTU IP Facilitator (or inventor/applicant in case they are filing on their own).
30. GTU will verify the submitted bill, documents and other details and then will make the payment.
31. A minimum of THREE months' time period will be taken for the credit of amount to facilitator's account via online payment, after submission of documents and bill/bill note.



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32. **GTU will not pay any additional taxes for any services, beyond the basic rate (Rs 25,000/-) towards any additional tasks as performed by IP Facilitator. GTU will make payment, after deduction of any prevailing taxes, (if applicable).**
33. No additional payment will be made to IP Facilitator for timely submission of other forms, for which no fees is required to be paid by applicants under the provisions of patent act and rules. (Like as for Form 3, Form 5, Form 26 etc.).
34. The GTU IP Facilitator is required to submit the Bill/Bill note, along with other required documents to following address, with heading of cover as **“Financial Assistance Towards Filing of Patents Under SSIP Scheme”**
Registrar
Gujarat Technological University
GTU IP Facilitation Center (GTU IPFC)
Nr.Vishwakarma Government Engineering College
Nr.Visat Three Roads, Visat - Gandhinagar Highway
Chandkheda, Ahmedabad – 382424 – Gujarat
35. In any situation, which is not covered here, or in cases of any conflicts, the decision of GTU will remain final and binding to all IP Facilitators and beneficiaries of this scheme.
36. GTU reserves the right to modify the terms, conditions and working of this policy without prior notice to any parties.
37. All disputes are subject to jurisdiction of Ahmedabad, Gujarat.

NOTE: For any query you may contact to: Mr. Amitkumar Patel (Assistant Professor (IPR/Patent), GTU).
Email: ipr_projectofficer@gtu.edu.in, Mob: +91-989880146

-S/d-

Registrar (I/C)

Annexure 1: Non-Disclosure Agreement (NDA) Between IP Facilitator and GTU

This Confidentiality and **Non-Disclosure Agreement** is made on ____ Day of _____ Month on _____ Year.

BETWEEN

1. [the Disclosing Party], **Gujarat Technological University (hereinafter referred as GTU or university)**, a university established by the state government of Gujarat vide Gujarat Act No. 20 of 2007, having its place of operations at Near Visat Three Roads, Visat - Gandhinagar Highway, Chandkheda, Ahmedabad – 382424, which expression shall mean and include its students, faculty, researchers, affiliated institutes, start-ups, officers, assigns and successors in business interest and title associated with Gujarat Technological University (GTU).

AND

2. [the Receiving Party], _____ (**Name of Patent Agent or Service Provider**)

(Patent Agent Number) (hereinafter referred as GTU IP Facilitator OR IP Facilitator OR Facilitator OR Patent Agent), residing at/operating from

(Address of Service Provider) [Ph. No - _____,
Email id: _____], which shall including its Lawyers, Advocates, Patent Agents, Employees, Partners and NOT outside Associates.

WHEREAS,

- a. Disclosing Party is a premier academic and research institution with more than 480 affiliated colleges in its fold operating across the state of Gujarat and having research scholars, faculty and students working in the fields of Engineering, Architecture, Management, Pharmacy and Computer Science. The Disclosing Party has taken several initiatives in the field of Intellectual Property Rights to nurture a culture of innovation amongst its faculty, students and researchers.
- b. Disclosing Party desires to appoint Receiving Party for providing Intellectual Property Services (Like advise on, file and prosecute on behalf of the Disclosing Party and students, faculty, researchers from affiliated institutes startups etc for patent, copyright, design and trademark applications) to the Disclosing Party and its students/faculty/researchers/institutes/start-ups.
- c. For the same Disclosing Party, GTU is hiring you (Receiving Party) as a contractual employee or independent contractor or IP Facilitator, and other good and valuable consideration, the sufficiency and receipt of which you hereby acknowledge.
- d. Receiving Party provides services like patent search, patent analysis, patent landscapes, patentability searches, patent drafting, patent filing, patent watch, conduct searches for freedom to operate in particular line of business/product, patent invalidity searches with specialized domain knowledge in patent searching and analytics, similar services for trademark, design and copyright, R&D and business consulting services, engineering services hereinafter referred to as "Intellectual Property Services". The Receiving Party has knowledge and expertise in the Intellectual Property Services and is currently engaged in providing such services to several organizations, individuals, business entities across the India.
- e. Receiving Party understands that for the purposes of attaining the Services, the Disclosing Party will disclose information (including, without limitation, know-how, formulas, processes, ideas, inventions (whether patentable or not), product development plans, forecasts, strategies and information), which to the extent subsequently disclosed to the Receiving Party is hereinafter referred to as "Confidential Information" of the Disclosing Party.

The Disclosing Party and Receiving Party wish to discuss and exchange certain items and information including, but not limited to business programs, products, processes, applications, systems, components, technologies, and business topics (the "**Invention**") which the parties hereto consider highly confidential and proprietary.

NOW THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

A. TERMS & DEFINITIONS:

- a. **"Disclosing Party"** shall mean the party disclosing information to the other relating to the Invention.
- b. **"Receiving Party"** shall mean the party receiving information from the other relating to the Invention.
- c. **"Invention"** shall mean all information relating to, but not limited to business programmes, products, processes, applications, systems, components, technologies, and business topics.
- d. **"Confidential Information"** shall mean all information provided by Disclosing Party with respect to the Invention regardless of whether it is written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine-readable documents. Confidential Information shall also include all information related to the Invention provided by Disclosing Party to Receiving Party prior to the signing of this Agreement. Confidential Information shall not include any of the following:
 1. Such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party;
 2. Has been made public by Disclosing Party;
 3. Information that is disclosed to third parties by the Disclosing Party on a non-confidential basis;
 4. Such information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from Disclosing Party; or
 5. Such information which Receiving Party acquired after the time of disclosure from a third party who did not require Receiving Party to hold the same in confidence and who did not acquire such technical information from Disclosing Party.
- e. Upon the written request of Disclosing Party, Receiving Party agrees to promptly return to Disclosing Party all Confidential Information furnished by Disclosing Party under this Agreement and all copies thereof and not to use them, or the data contained in them, any more either directly or indirectly.

B. USE OF CONFIDENTIAL INFORMATION:

The Receiving Party agrees to:

1. Receiving Party (GTU IP Facilitator) shall keep all Confidential Information strictly confidential by using a reasonable degree of care and shall avoid the disclosures and unauthorized use of the Confidential Information;
2. Examine the Confidential Information at its own expense;
3. Not make any copies of Confidential Information or any part thereof without the express written consent of Disclosing Party;
4. Not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm, or corporation without the express written consent of Disclosing Party;
5. Limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to those officers and employees, if any, of the Receiving Party who have a need to know and an obligation to protect it;
6. Receiving party will advise those officers and employees, of the Confidential Information and of the obligations set forth in this Agreement and require such officers and employees to keep the Confidential Information confidential; and not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).
7. Not use or utilize the Confidential Information without the express written consent of Disclosing Party;
8. Not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus, or device similar to any method, system, apparatus, or device embodied in the Confidential Information unless expressly authorized in writing by Disclosing Party;
9. Not reverse engineer, disassemble, or decompile any prototypes, software, or other Confidential Information that are provided to Receiving party;

10. Not to disclose Confidential Information of the Disclosing Party except to other GTU employees who need to know such information in order to perform their duties;
11. Utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the likes;
12. Immediately upon a request by the Disclosing Party at any time the Receiving Party will return to the Disclosing Party all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, where such Confidential Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased as appropriate;
13. If in any case the event of any unauthorized use or disclosure of the confidential information happened, then Receiving Party shall have immediately notify the University;
14. If in any case of failure to maintain confidentiality by the Receiving Party, shall entitle GTU to terminate this agreement and should take legal action;
15. Confidential Information by the Receiving Party shall be for the benefit of the Applicant/Innovator/GTU and any modifications and improvements thereof by the Receiving Party (GTU IP Facilitator) with permission of the Applicant/Innovator/GTU in written even then shall be the sole property of the Applicant/Innovator/GTU;
16. Receiving Party (IP Facilitator) also ensures that anyone to whom the confidential information is disclosed further abides by obligations restricting use, restricting disclosure and ensuring security as the agreement.
17. The Receiving Party may not use the name of the Disclosing Party (GTU) in any service brochures or the list of its client representation essentially meant for private circulation or on posting at its website or any other social media without the pre-approval of Disclosing Party.

C. RETURN OF CONFIDENTIAL INFORMATION:

All information provided by the Disclosing Party shall remain the property of the Disclosing Party. Receiving Party agrees to return all Confidential Information to Disclosing Party within a day of written demand by Disclosing Party. When the Receiving Party has finished reviewing the information provided by the Disclosing Party and has made a decision as to whether or not to work with the Disclosing Party, Receiving Party shall return all information to the Disclosing Party without retaining any copies.

D. NO LICENSE:

Nothing in this Agreement is intended to grant any rights to the Receiving Party (GTU IP Facilitator) in or to Confidential Information.

E. ACCESS OF INFORMATION:

Access to Information will be limited to only those employees and designees of Receiving Party (GTU IP Facilitator) who require access for the aforesaid purpose. The Receiving Party acknowledges that any violation or threatened violation of this Agreement would cause irreparable injury to the Disclosing Party (University).

F. MODIFICATION OF AGREEMENT:

No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

G. ENFORCEMENT:

- a. The interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996.
- b. The Receiving Party acknowledges and agrees that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. Both parties shall be entitled to all remedies available at law.
- c. Each party agrees that the other Party shall have the right to seek and obtain other relief in a court of competent jurisdiction or any other appropriate decree of specific performance for any actual or threatened

breaches by the other Party without the necessity of proving actual damages or showing that monetary damages would be an adequate remedy;

- d. The Receiving Party shall immediately notify upon becoming aware of any breach of confidence by third party to whom it has disclosed the Confidential Information in furtherance of the Purpose and give all necessary assistance in connection with any steps which the Disclosing Party may wish to take prevent, stop any further disclosure of the Confidential Information or obtain compensation for such a breach or threatened breach.
- e. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees.
- f. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall not be affected, and this Agreement shall continue in full force and effect.
- g. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.
- h. This NDA agreement is enforceable to Receiving Party, with respect to all IP Filing work they are going to receive from GTU and its students/faculty/researchers/start-ups etc under the financial assistance scheme.
- i. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof.

H. AMALGAMATION:

It is hereby acknowledged and agreed by both the Parties that any transfer of assets to or from either of the Parties, any consolidation, amalgamation or merger of either of the Parties, any change in name, objects, capital structure, corporate or other legal existence shall not discharge either of the Parties from its obligations and commitments under this Agreement.

I. COUNTERPART:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy, or electronic copy in .PDF or similar format, of an executed counterpart shall be valid and have the same force and effect as an original. IP Facilitator will require to sign the NDA copy in original and send the hard copy to GTU via post/courier.

J. BINDING NATURE:

This Agreement may be assigned by Disclosing Party (GTU) and shall be binding upon and inure to the benefit of GTU, its successors and assigns. Receiving Party may not assign this Agreement.

K. NON-ASSIGNABLE:

This Agreement shall be non-assignable by the Receiving Party unless prior written consent of the Disclosing Party is received. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

L. EFFECTIVE DATE:

Effective date, duration and termination of agreement. The agreement shall be effective from the date of sign by Receiving Party (GTU IP Facilitator) till the policy is in active stage. Both the parties may extend this agreement for further period for the said Patent and other IP Filing Support under mutually acceptable terms and conditions. Notwithstanding the foregoing, this agreement can be terminated by either party by giving THIRTY (30) day notice of termination. However, the information shared as confidential survives the termination of this agreement, and shall continue to remain confidential THREE years after termination of this Agreement.

M. ENTIRE AGREEMENT:

This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than

herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

N. Jurisdiction:

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of **Gujarat** and all competent courts of **Ahmedabad** only are applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws or any other provisions thereof. The High Court and any other competent courts of Gujarat located in and within the jurisdiction of Gujarat and Ahmedabad shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

NOTES:

This Agreement may not be amended for any other reason without the prior written agreement of both Parties

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below:

[Disclosing party]

[Receiving party]

By (Sign with Name of Person and designation):

By (Sign with Name of Person and designation):

Gujarat Technological University

Organisation Name (If Applicable):

Near Visat Three Roads,

Visat - Gandhinagar Highway,

Chandkheda, Ahmedabad – 382424

Address: _____

Date: _____

Date: _____

Annexure 2: Non-Disclosure Agreement (NDA) Between GTU IP Facilitator and Innovator/Applicant

This Confidentiality and **Non-Disclosure Agreement** is made on ____ Day of _____ Month on _____ Year

BETWEEN

1. [the Disclosing Party], Gujarat Technological University (hereinafter referred as GTU or university), its students, faculty, researchers, affiliated institutes, start-ups, officers, assigns and successors in business interest and title associated with GTU, _____ **(MENTION NAME OF APPLICANT)** having its place of residence/operation (of any one) at _____

_____. [Ph. No - _____, Email id: _____].

AND

2. [the Receiving Party], _____ **(Name of Patent Agent or Service Provider)** _____ **(Patent Agent Number)** (hereinafter referred as **GTU IP Facilitator OR IP Facilitator OR Facilitator OR Patent Agent**), residing at/operating from _____ **(Address of Service Provider)** [Ph. No - _____, Email id: _____], which shall including its Lawyers, Advocates, Patent Agents, Employees, Partners and NOT outside Associates.

WHEREAS,

- a. Disclosing Party desires to appoint Receiving Party for providing Intellectual Property Services (Like advise on, file and prosecute on behalf of the Disclosing Party for patent, copyright, design and trademark applications) to the Disclosing Party.
- b. For the same Disclosing Party, through GTU is hiring you (Receiving Party) as a contractual employee or independent contractor or IP Facilitator, and other good and valuable consideration, the sufficiency and receipt of which you hereby acknowledge.
- c. Receiving Party provides services like patent search, patent analysis, patent landscapes, patentability searches, patent drafting, patent filing, patent watch, conduct searches for freedom to operate in particular line of business/product, patent invalidity searches with specialized domain knowledge in patent searching and analytics, similar services for trademark, design and copyright, R&D and business consulting services, engineering services hereinafter referred to as "Intellectual Property Services". The Receiving Party has knowledge and expertise in the Intellectual Property Services and is currently engaged in providing such services to several organizations, individuals, business entities across the India.
- d. Receiving Party understands that for the purposes of attaining the Services, the Disclosing Party will disclose information (including, without limitation, know-how, formulas, processes, ideas, inventions (whether patentable or not), product development plans, forecasts, strategies and information), which to the extent subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.

The Disclosing Party and Receiving Party wish to discuss and exchange certain items and information including, but not limited to business programs, products, processes, applications, systems, components, technologies, and business topics (the "**Invention**") which the parties hereto consider highly confidential and proprietary.

NOW THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

A. TERMS & DEFINITIONS:

- a. **"Disclosing Party"** shall mean the party disclosing information to the other relating to the Invention.
- b. **"Receiving Party"** shall mean the party receiving information from the other relating to the Invention.
- c. **"Invention"** shall mean all information relating to business programs, products, processes, applications, systems, components, technologies, and business topics.
- d. **"Confidential Information"** shall mean all information provided by Disclosing Party with respect to the Invention regardless of whether it is written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine-readable documents. Confidential Information shall also include all information related to the Invention provided by Disclosing Party to Receiving Party prior to the signing of this Agreement. Confidential Information shall not include any of the following:
 1. Such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party;
 2. Has been made public by Disclosing Party;
 3. Information that is disclosed to third parties by the Disclosing Party on a non-confidential basis;
 4. Such information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from Disclosing Party; or
 5. Such information which Receiving Party acquired after the time of disclosure from a third party who did not require Receiving Party to hold the same in confidence and who did not acquire such technical information from Disclosing Party.
- e. Upon the written request of Disclosing Party, Receiving Party agrees to promptly return to Disclosing Party all Confidential Information furnished by Disclosing Party under this Agreement and all copies thereof and not to use them, or the data contained in them, any more either directly or indirectly.

B. USE OF CONFIDENTIAL INFORMATION:

The Receiving Party agrees to:

1. Receiving Party (GTU IP Facilitator) shall keep all Confidential Information strictly confidential by using a reasonable degree of care and shall avoid the disclosures and unauthorized use of the Confidential Information;
2. Examine the Confidential Information at its own expense;
3. Not make any copies of Confidential Information or any part thereof without the express written consent of Disclosing Party;
4. Not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm, or corporation without the express written consent of Disclosing Party;
5. Limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to those officers and employees, if any, of the Receiving Party who have a need to know and an obligation to protect it;
6. Receiving party will advise those officers and employees, of the Confidential Information and of the obligations set forth in this Agreement and require such officers and employees to keep the Confidential Information confidential; and not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).
7. Not use or utilize the Confidential Information without the express written consent of Disclosing Party;
8. Not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus, or device similar to any method, system, apparatus, or device embodied in the Confidential Information unless expressly authorized in writing by Disclosing Party;
9. Not reverse engineer, disassemble, or decompile any prototypes, software, or other Confidential Information that are provided to Receiving party;

10. Not to disclose Confidential Information of the Disclosing Party except to other GTU employees who need to know such information in order to perform their duties;
11. Utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the likes;
12. Immediately upon a request by the Disclosing Party at any time the Receiving Party will return to the Disclosing Party all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, where such Confidential Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased as appropriate;
13. If in any case the event of any unauthorized use or disclosure of the confidential information happened, then Receiving Party shall have immediately notify the Applicant/Inventor and to GTU;
14. If in any case of failure to maintain confidentiality by the Receiving Party shall entitle GTU and Applicant/Inventor to terminate this agreement and should take legal action;
15. Confidential Information by the Receiving Party shall be for the benefit of the Applicant/Innovator/GTU and any modifications and improvements thereof by the Receiving Party (GTU IP Facilitator) with permission of the Applicant/Innovator/GTU in written even then shall be the sole property of the Applicant/Innovator/GTU;
16. Receiving Party (IP Facilitator) also ensures that anyone to whom the confidential information is disclosed further abides by obligations restricting use, restricting disclosure and ensuring security as the agreement.
17. The Receiving Party may not use the name of the Disclosing Party in any service brochures or the list of its client representation essentially meant for private circulation or on posting at its website or any other social media without the pre-approval of Disclosing Party.

C. RETURN OF CONFIDENTIAL INFORMATION:

All information provided by the Disclosing Party shall remain the property of the Disclosing Party. Receiving Party agrees to return all Confidential Information to Disclosing Party within a day of written demand by Disclosing Party. When the Receiving Party has finished reviewing the information provided by the Disclosing Party and has made a decision as to whether or not to work with the Disclosing Party, Receiving Party shall return all information to the Disclosing Party without retaining any copies.

D. NO LICENSE:

Nothing in this Agreement is intended to grant any rights to the Receiving Party (GTU IP Facilitator) in or to Confidential Information.

E. ACCESS OF INFORMATION:

Access to Information will be limited to only those employees and designees of Receiving Party (GTU IP Facilitator) who require access for the aforesaid purpose. The Receiving Party acknowledges that any violation or threatened violation of this Agreement would cause irreparable injury to the Disclosing Party.

F. MODIFICATION OF AGREEMENT:

No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

G. ENFORCEMENT:

- a. The interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996.
- b. The Receiving Party acknowledges and agrees that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. Both parties shall be entitled to all remedies available at law.
- c. Each party agrees that the other Party shall have the right to seek and obtain other relief in a court of competent jurisdiction or any other appropriate decree of specific performance for any actual or threatened

breaches by the other Party without the necessity of proving actual damages or showing that monetary damages would be an adequate remedy;

- d. The Receiving Party shall immediately notify upon becoming aware of any breach of confidence by third party to whom it has disclosed the Confidential Information in furtherance of the Purpose and give all necessary assistance in connection with any steps which the Disclosing Party may wish to take prevent, stop any further disclosure of the Confidential Information or obtain compensation for such a breach or threatened breach.
- e. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees.
- f. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall not be affected, and this Agreement shall continue in full force and effect.
- g. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.
- h. This NDA agreement is enforceable to Receiving Party, with respect to all IP Filing work they are going to receive from present applying students/faculty/researchers/start-ups etc under the GTU financial assistance scheme for IP Filing.
- i. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof.

H. AMALGAMATION:

It is hereby acknowledged and agreed by the both the Parties that any transfer of assets to or from either of the Parties, any consolidation, amalgamation or merger of either of the Parties, any change in name, objects, capital structure, corporate or other legal existence shall not discharge either of the Parties from its obligations and commitments under this Agreement.

I. COUNTERPART:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy, or electronic copy in .PDF or similar format, of an executed counterpart shall be valid and have the same force and effect as an original. IP Facilitators will require to sign the NDA copy in original and send the hard copy to applying students/faculty/researchers/start-ups etc via post/currier. The photocopy copy of same is required to be submitted by IP Facilitator to GTU.

J. BINDING NATURE:

This Agreement may be assigned by Disclosing Party and shall be binding upon and inure to the benefit of Inventor/Applicant/GTU, its successors and assigns. Receiving Party may not assign this Agreement.

K. NON-ASSIGNABLE:

This Agreement shall be non-assignable by the Receiving Party unless prior written consent of the Disclosing Party is received. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

L. EFFECTIVE DATE:

Effective date, duration and termination of agreement. The agreement shall be effective from the date of sign by Receiving Party (GTU IP Facilitator) till the policy is in active stage. Both the parties may extend this agreement for further period for the said Patent Filing Support under mutually acceptable terms and conditions. Notwithstanding the foregoing, this agreement can be terminated by either party by giving thirty (30) day notice of termination. However, the information shared as confidential survives the termination of this agreement, and shall continue to remain confidential THREE years after termination of this Agreement.

M. ENTIRE AGREEMENT:

This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

N. Jurisdiction:

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of **Gujarat** and all competent courts of **Ahmedabad** only are applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws or any other provisions thereof. The High Court and any other competent courts of Gujarat located in and within the jurisdiction of Gujarat and Ahmedabad shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

NOTES:

This Agreement may not be amended for any other reason without the prior written agreement of both Parties

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below:

[Disclosing party] (Innovator & Applicant)**

[Receiving party]

1. Sign, Name & Address of Applicant 1

By (Sign with Name of Person and designation):

2. Sign, Name & Address of Applicant 2

Organisation Name (If Applicable):

Address: _____

3. Sign, Name & Address of Applicant 3

Date: _____

***To be repeated if more than three applicants for application.*

Annexure 3: Express Agreement/Satisfactory Work Completion Certificate

Date:_____

We the applicants of an invention entitled as _____
_____, hereby express
our acknowledgement towards services from _____ Registered
Indian Patent Agent/IP Law Firm having Patent Agent Registration Number _____ for
satisfactory drafting of our provisional/complete patent specification toward invention.

We acknowledge that, the said complete patent specification toward invention had been satisfactorily drafted
after properly discussing and understanding about invention with inventors. All our comments had taken and
incorporated appropriately before finalising the draft for submission to patent office. No money had been taken
from us or requested (including of application and request for examination fees, except early publication fees
(if applicable)), to file this application by the above mentioned Registered Patent Agent/IP Law Firm.

We also acknowledge that we have not got financial benefit from any other government scheme or agency for
purpose of paying the facilitator/patent agent for filing and prosecuting our patent application of the same
invention.

Name & Signature of Applicants:

1. _____

2. _____

3. _____

4. _____

Annexure 4: Check List for Bill Submission to GTU by IP Facilitator

The GTU IP Facilitator is required to submit following documents to GTU in HARD COPY (via post) and soft copy (via email to: ipfc@gtu.edu.in), for bills processing in against of services provided by facilitator for Patent Application Drafting & Filing of an innovator/applicant's invention under GTU SSIP Financial Assistance Scheme.

1. Bill/Bill Note from IP Facilitator for provided service (Phase wise).
2. Copy of Patent Office CBR (Cash Book Receipt) mentioning Application Number along with list of submitted documents for an Invention of Applicant.
3. Copy of Patent Office CBR (Cash Book Receipt) for payment of Application Fees and Request for Examination payment.
4. Copies of Form 1, Form 2, Form 3, Form 5, Form 9, Form 18, Form 26 etc. as submitted to patent office time to time (as applicable).
5. Copy of properly executed Non-Disclosure Agreement (NDA) between facilitator and innovator/applicant.
6. Copy of email shared by beneficiary to facilitator, mentioning his/her selection by University IP Screening Committee for their invention to provide financial assistance for patent filing under this scheme.
7. Original copy of satisfactory work completion certificate (as per annexure 3) send by beneficiary to Facilitator at completion of each stage work.
8. Bank account details, where funds are required to be reimbursed for provided service.
9. Any other relevant documents as prepared and required for this scheme.

Process Flow for Patent Filing of an Innovation

under

GTU SSIP IP Filing Facilitation Scheme

1. NDA is to be executed between GTU and University IP Screening Committee members.
2. Student/innovator's screening at university by University IP Screening Committee.
3. Approved Student/innovator's may select the IP Facilitator from the GTU IP Facilitator List based on area and expertise of facilitator for drafting and filing of patent related to their invention.
4. Facilitator has to sign NDA with student/innovators before starting of work (Annexure 2).
5. Facilitator has to carry out Prior Art Search for the invention. (*If not patentable report to innovator and GTU*).
6. If patentable, Facilitator has to draft patent application and other required forms based on details provided by student/innovators.
7. If patentable, Facilitator has to give draft to student/innovators for verification and suggestions for amendment. Facilitator has to make necessary changes in draft based on received suggestions.
8. Facilitator has to take approval of student/innovators on draft for quality and satisfactory work completion related to application before filing the same.
9. Facilitator has to file all documents to patent office with applicable fees (Application & Examination). Beneficiary has to pay for early publication request (if applicable) to facilitator along with complete specification filing.
10. On receipt of patent application number facilitator/innovators who are filing patent on their own is required to submit all documents with fees payment receipt and bill/bill note to GTU for payment toward their service.
11. On receipt of those documents university will verify the same and will pay to facilitator/innovators who are filing patent on their own.