

**Assam Agricultural University Guidelines for
Intellectual Property Management and
Technology Transfer/ Commercialization**



Assam Agricultural University

Jorhat-785013

Assam Agricultural University Guidelines for Intellectual Property Management and Technology Transfer/Commercialization

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JORHAT-785013, ASSAM (INDIA)

(Recipient of Sardar Patel Outstanding Institution Award)

MESSAGE

The World Intellectual Property Organization (WIPO) considers the universities as “factories of the knowledge economy” that have tremendous potential to shape up the world. Assam Agricultural University is also no exception to it as it has been dedicatedly associated with innovation and entrepreneurship since inception. I am happy that our university is all set to publish a revised edition of the guidelines for intellectual property management and technology transfer and commercialization for the benefit of university fraternity at large. As our university has always been concerned with successful management of these intellectual properties under the existing IPR regime, this revised edition of guidelines will give new dimension in achieving the targeted goals of scientists and innovators of AAU.

It is pertinent to be mentioned that over the years, many faculties, scientists, staff and students of Assam Agricultural University (AAU), Jorhat, Assam have been generating various kinds of intellectual properties having scientific and scholarly values. Titled as “Assam Agricultural University Guidelines for Intellectual Property Management and Technology Transfer/Commercialization” the publication will provide an effective framework to streamline the utilization of intellectual properties of AAU through a balanced IP management approach in the days to come.

I thank each of the member associated in this endeavour to bring out this Publication of revised guidelines for larger benefit of our university.


(Bidyut C. Deka)



Dr. Ashok Bhattacharyya
Director



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FOREWORD

In this competitive world, Intellectual Property Right (IPR) plays a significant role in developing environment that is conducive for fostering creativity and innovation. Now a days, the intangible intellectual properties are recognised as the most important assets of an institution. IPR has become indispensable for protection and promotion of the research outcomes generated by public/private institutions. The National IPR policy, 2016 also aims at promoting innovation and creativity in higher educational institutions and amongst entrepreneurs. As such, an updated institutional IPR policy is needed to ensure compliance with applicable national laws and regulations. For an agricultural university, it is a prerequisite not only for technology transfer but for successful collaboration with commercialization partners too.

Assam Agricultural University has always been very proactive to boost IP culture and it has a dedicated IPR cell to promulgate IPR. The first edition of "Assam Agricultural University Guidelines for Intellectual Property Management and Technology Transfer/ Commercialization" was published in 2012 which was in conformity with "ICAR Guidelines for Intellectual Property Management and Technology Transfer/ Commercialization". Recently, keeping in mind the developments in the latest Indian statutory IP regimes, it has been revised and Honourable Vice Chancellor of AAU, Dr. B. C. Deka was pleased to approve it.

The present IPR guidelines intend to take into consideration the various IPR issues pertaining to its ownership, exploitation, management, technology transfer/commercialization etc. I hope the guidelines will help to create a balanced intellectual property eco-system in the university that can fuel creativity and innovations among the scientists, academicians, research scholars, students and employees in the field of agriculture and allied sciences.

(Ashok Bhattacharyya)

PREFACE

Ratification of the Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS Agreement) of the World Trade Organization (WTO), effective from 1st January 1995, is the major turning point for India's intellectual property right culture. Because, this Agreement makes India (and other WTO members) obliged to provide intellectual property protection in all fields of technology including agriculture. India has complied with the TRIPS requirements and fulfilled the national interests by bringing in the relevant IPR laws. This was done either by introducing new legislations such as the Acts on plant variety protection, geographical indication, designs, trade marks, or by suitably amending the existing Acts such as the Patent and Copyright Acts. The consequence was the paradigm shifts in the intellectual mindsets of the individuals and policy frameworks of the institutions and organizations, particularly the ones pursuing research and development. In that scenario, ICAR has formulated comprehensive guidelines for intellectual property management and technology transfer/ commercialization and revised them in 2018.

The ICAR guidelines are broadly applicable to all institutions under the national agricultural research and education system (NARES) including the state agricultural universities. Nevertheless, as autonomous institutions, the SAUs also require their own IP management policy and guidelines in tune of the ICAR guidelines and in conformity to the national and international legal frameworks. It is in this context the present guideline has been framed for Assam Agricultural University and revised with inclusion of updated information. In situations where more clarifications/ guidelines are necessary we can turn to the ICAR guidelines available online on the ICAR website www.icar.org.in.

It must be admitted that the original Guidelines were prepared as per directive of the former Vice Chancellor Dr. K. M. Bujarbaruah. With developments in IP policies and rules the revised Guidelines become necessary. In this context, the proactive and dynamic leadership of the present Honourable Vice Chancellor Dr. B. C. Deka is instrumental in updating and revising the Guidelines. We acknowledge the active interests of Dr. A. Bhattacharyya, Director of Research (Agri), towards production and publication of the document. We are thankful to Dr. C. C. Barua (College of Veterinary Science), Dr. N. Bhattacharyya (College of Community Science) and Dr. B. Bhattacharyya (College of Agriculture) for their suggestions for the revised edition of this document.

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1. INTELLECTUAL PROPERTY RIGHT POLICY OF AAU

Assam Agricultural University (AAU) is the premier institution of Assam devoted to the agricultural research and education. It is committed to protect its intellectual properties by protecting them under the existing laws of the country. It believes that this will improve the quality of research, generate funds for the university and open up scope for public-private partnership with faster availability of technology for the public. University also believes in benefit sharing with its researchers and faculties to make them competitive. The university recognizes that research in frontier sciences requires intellectual property (IP) protection through patents, plant variety protection and other forms of intellectual property rights (IPR). The transfer of IPR enabled agricultural technologies through commercialization will have greater importance in the future. In this endeavour public-private partnerships will play an increasing role in the advancement of agricultural research and its transfer to end users under the IPR regime.

In response to the changing scenario of technology generation and dissemination in WTO regime, ICAR has developed a policy framework for protection of agricultural technology that will guide the management of IP created by scientists/innovators in State Agricultural Universities (SAUs). AAU recognizes The ICAR Guidelines for Intellectual Property Management and Technology Transfer/ Commercialization (2018) in principle and also the TRIPS compatible IPR laws of India and other WTO member countries.

1.1 Objectives of IP Protection:

1.1.1 To provide protection to the University's innovations consistent with India's IP and related laws;

1.1.2 To encourage the AAU's faculty, students and supporting staff to engage in basic and applied innovative research for the development of products/processes that can be transferred to the benefit of farmers and other stakeholders of the state and the country;

1.1.3 To enable faster transfer of these innovations to application for public benefit and commercial use in transparent manner consistent with India's "Right to Information Act, 2005".

1.2 Key Considerations of Policy

1.2.1 AAU recognizes that commercialization of IPR enabled technologies and other know-how through various modes of consortia including public-private

partnership would lead to their accelerated and efficient transfer. Improvement in the rate of adoption of technologies by producers will in turn lead to increase in productivity, production, employment generation and farmer's income. The process of technology transfer through commercialization will be rational and selective. Key considerations would be (i) state's priorities relating to food security, (ii) sustainable use of natural resources, (iii) enhancing the income of small and marginal farmers, and (iv) employment generation.

1.2.2 Protection of public sector research can be used as defense mechanism to keep innovations in the public domain. IPR enabled AAU technologies could be utilized to negotiate access to strategic research tools and technology from the relevant sectors.

1.2.3 An effective IP management regime would have in-built incentive for scientists/ innovators to engage in knowledge creation and its transfer through licensing. This would lead to greater professional recognition for them promoting further innovations that will result in faster technological progress.

1.2.4 Agreement culture shall be introduced to conduct the research in collaboration with other agencies/ departments/ institutions etc.

1.3 Application of Policy

This Policy and the subsequent Regulations are applicable to all University faculty members, students and supporting staff, and shall be interpreted in accordance with Indian intellectual property laws currently in force.

1.4. Intellectual Property Rights

1.4.1 The university strongly encourages applied research and development activities of the faculty members, students and supporting staff for the benefit of farmers and other members of the public, may be in collaboration with third parties generally in compliance with this policy, including sharing of benefits.

1.4.2 Ownership of all inventions/ innovations made by the university faculty members, students and supporting staff within the scope of their technical expertise and/or assigned duties shall be assigned to AAU.

1.4.3 When the university chooses to proceed in the transfer and commercial application of an invention/ innovation, it shall reward the inventor/ innovator(s) with reasonable share of proceeds from royalties and/or other income which may arise from such commercial application, as an incentive to participate in the protection of IPR.

1.5 Responsibilities of Faculty, Students and Supporting Staff

In the course of research, students and scientists may create inventions/ innovations that have commercial application, which can be transferred for benefit

of the public through the process of IPR protection and commercial licensing to one or more private sector partners. The IP protection and licensing process is difficult, and almost impossible without close cooperation between the IPR Cell of the university and the inventor/ innovator(s). Accordingly, it is suggested that inventors be full partners in the IPR protection and commercialization process, including but not limited to exercising the following responsibilities:

- (a) Proper documentation of research data and record keeping at department level shall be enforced by researcher/ Head of the Department/ Chief Scientist of Research Station and highlight them to the IPR Cell on the applied research and development, which may have practical benefit for the farmers and other citizens.
- (b) It will be prerequisite for faculty members/ students to do IPR search while preparing projects/ synopsis in order to generate quality research products. Before submission/ disclosure/ of results or their publication, they will also see the patentability aspect of their work. Patent is granted only if the technology is not a 'prior art'.
- (c) They will cooperate with the IPR Cell in documenting inventions in prescribed forms available in the IPR Cell.
- (d) They will cooperate with the IPR Cell in drafting the patent/ IPR applications to be filed with the competent government agencies.
- (e) They will cooperate with the IPR Cell in identifying personal and corporate contacts in the private sector that would be candidates for licensing of disclosed inventions.
- (f) They will cooperate with the IPR Cell in completing intellectual property reports to funding agencies.
- (g) They will serve as technical resource to the IPR Cell in the process of negotiating a license agreement for the invention.

2. REGULATIONS ON IPR MANAGEMENT IN AAU

2.1 The Technological Assets

A suggestive list of AAU's technological assets includes a number of improved high yielding crop varieties, animal and poultry breeds and fish strains, packages of improved crop and animal husbandry practices, natural resource management technologies, improved tools, equipment and farm machinery, improved dairy, poultry and fisheries technologies, post harvest technology, vaccines and several other processes and products of agriculture and the allied sectors.

2.2 Legal Guidelines

IP management of AAU will take into consideration of the requirements for the state of Assam and the ICAR Guidelines in conformity with the national IPR laws that are in force in the country. IP protection is governed by the following IPR and related legislations.

1. The Copyright Act, 1957 as amended 1983, 1984, 1992, 1994, 1999 and 2012 along with Rules 1958, amended 2013, 2016 and the International Copyright Order, 1999, 2000 (Copyright Act)
2. The Patents Act, 1970 as amended in 1999, 2002, 2005 along with Patent Rules 1972, amended 2003, 2005, 2006, 2010 and 2016 (Patents Act)
3. The Trade Marks Act, 1999 as amended in 2010 and 2013 along with Rules 1999, 2002, 2010, 2013 and 2017 (Trade Marks Act)
4. The Designs Act, 2000 along with Rules 2001, amended 2008, 2014 (Designs Act)
5. The Geographical Indications of Goods (Registration and Protection) Act, 1999 along with Rules 2002 (GI Act)
6. The Semiconductor Integrated Circuits Layout-Design Act, 2000 along with Rules 2001 (IC Layout Design Act)
7. The Protection of Plant Varieties and Farmers' Rights Act, 2001 along with Rules 2003, amended 2006, 2009 (PPV&FR Act)
8. The Biological Diversity Act, 2002 along with Rules 2004 (Biodiversity Act)
9. The Seeds Act, 1966 amended 1972 and the Seed Rules, 1968 amended 1973, 1974, 1981 (Seeds Act).

The IP management approach will be in harmony with developments in the national legislations and the relevant international agreements, conventions/ protocols, and treaties/ undertakings concerning IPR. AAU will amend its policy

framework and guidelines from time to time in compliance to the changed legislative provisions.

2.3 Submission of Applications:

Application for protection of all protectable IPs generated in AAU will be filed first in India as per the relevant IPR law. Where national IPR laws do not have enabling provisions to safeguard a strategic or commercial interest in India but laws outside the country provide for this and the market prospects are favorable, then AAU may seek IPR protection in those countries on the merits of each case based on strategic or commercial interest to India and to the state Assam. For seeking protection abroad, AAU will use the appropriate multilateral agreement, of which India is a member, e.g., the Patent Cooperation Treaty (PCT). Where such a multilateral platform is not available, the bilateral route will be followed.

2.4 Safeguarding the Farmers' Interests

All technologies that are of direct importance to the farmers will be accessible to the farmers. If any of these technologies is patented, it will be released under public interest license without a license fee.

2.5 Licensing

IPR enabled AAU technologies could be transferred to end users through private, cooperative, non-government and public channels. Commercialization of IPR enabled technologies and other know-how through public-private partnership would lead to their accelerated and efficient transfer. The process of technology transfer through commercialization will be rational and selective. AAU will decide on case to case basis as to whether a technology will be placed in public domain for open access or it will be commercialized through non-exclusive or exclusive licenses.

2.6. Application of Incentives and Benefit Sharing

AAU recognizes that by sharing of benefits with scientists/ innovators at this university would improve the overall research environment and provide impetus for greater creativity and knowledge generation. AAU will provide incentive and share the benefits accrued from commercialization of its IPR enabled technologies with its scientists/ innovators to encourage innovativeness and for generating cutting edge technologies. In this respect AAU will follow the ICAR guideline.

2.7 Income Generation

Income generation by commercialization of IP enabled technologies will be one of the aims but not the primary motive of AAU for IP protection in University. Farmers' interests will be the primary concern. Nevertheless, resources generated through commercialization of technologies would be useful for generating

revenues for research and development purposes.

2.8 Introduction of Agreements culture

Material Transfer Agreement (MTA), Sponsored Research Agreement (SRA), Confidentiality Agreement (CA) etc. shall be the part of IP generation and management. All concerned scientists/ innovators and other employees of AAU shall enter into appropriate confidentiality agreement before divulging any information/ research results/ know-how to a third party. Confidentiality of the technological aspects/ IP of University shall be ensured. The scientists/ innovators shall confidentially disclose the IP contemplated from their research results to the IPR Cell for IPR protection under the law.

2.9. Ownership

2.9.1 Ownership of Intellectual Property

Ownership of all inventions made by university faculty, students or technical staff within the scope of their technical expertise and/or assigned duties shall be owned by AAU, and formally assigned to the University before filing for statutory protection.

2.9.2 The term "inventions" incorporates the following forms of intellectual property: Patents (and accompanying know-how), Industrial Designs, and Plant Varieties (and related biological resources and materials).

2.9.3 The University seeks no claim of ownership to copyrightable works developed by faculty members, students and supporting staff of the University, unless a copyrightable work is commissioned by the University as a "work for hire." AAU shall also initiate necessary steps to protect post-graduate dissertations as per ICAR guidelines.

2.9.4 Ownership of an invention resulting from a research project sponsored by the private sector and carried out at the university shall be defined in the Memorandum of Understanding (MOU) negotiated to govern such sponsored work.

2.9.5 Ownership of intellectual property developed in the course of research collaboration between AAU and another university or other public organization shall be defined in the Memorandum of Understanding negotiated between the collaborators.

2.9.6 The University shall own and control the use of all Trademarks representing the "brand" of the university in any form or application.

2.10 Publication of Research Results

The University scientists/ innovators may publish if they do not impinge upon AAU interests in the protection of IP. They will not reveal inventive steps, if applicable, in such publications for which they shall obtain the necessary clearance

from the IPR Cell. They shall defer any publication of inventive steps/ potential IP with commercial or strategic implications until an application for their IPR protection has been filed and recorded. Wherever University decides not to apply for IPR protection, the scientist/ researcher will be encouraged to publish the research results quickly, and thereby bringing the information into public domain. This will also be done through digitalization of the publications creating widely accessible as prior art so that any unacknowledged use of the public domain information generated in AAU is forestalled.

2.11 Registration and Documentation for Plant, Animal and Fish Genetic Resources Protection and facilitated access to plant varieties and plant germplasm is granted under the PPV&FR Act, 2001 and the Biodiversity Act, 2002. ICAR has a system in place for plant germplasm registration and documentation at its National Bureau of Plant Genetic Resources (NBPGR) much before the aforementioned legislations came into force. National Bureau of Animal Genetic Resources (NBAGR), National Bureau of Fish Genetic Resources (NBFGR), National Bureau of Agriculturally Important Insects (NBAII) and National Bureau of Agriculturally Important Microorganisms (NBAIM), respectively have similar facility for animals, fish, insects and microbes. AAU shall use these provisions to protect its germplasm resources.

2.12 Safeguards from Infringements

If required AAU will put in place an IP watch system. This will include creating a detailed IP database and appropriate facilities for patent/ IP search together with establishing a mechanism of market watch. IPR Cell of AAU with the help of experts from legal and business backgrounds will monitor the internal, national and global scenario. Wherever requisite professional expertise is not available within University such expertise will be obtained through engagement of consultants or outsourcing the tasks. The IP watch system will identify the IP that may require safeguarding from infringement as well as that which may have to be defended when challenged. Initial action can be taken according to the normal practice and procedures. However, if advanced legal action is required this will be taken.

2.13 IP Protection in Other Agency Projects

In addition to budgetary support from State government and ICAR, the university receives research funding from other public and private sector agencies as well as overseas sponsors. In all such cases, IPR will be shared on mutually agreed terms. In the collaborative projects where more than one partner is involved, multilateral agreement/ memorandum of understanding (MOU) will be signed and implemented together with a joint intellectual property management plan (JIPMP).

2.14 IPR Compatible System of Research

To harness the benefits under the IPR regime, there will be IPR compatible formulation, execution, reporting and monitoring of research projects in AAU. Whenever project planning or IP generation is contemplated, patent/IP search will be a prerequisite. Also, through the prior art search, duplication of efforts will be avoided.

Necessary use of instruments such as confidentiality agreement, Material Transfer Agreement(MTA), MOU, MOA, license agreement etc. will be made to pre-record the mutually agreed terms of collaboration under the IPR regime.

2.15 Linkage with Private Sector

Intra and inter institutional collaboration will be encouraged. The public-private partnership (PPP) has the potential to improve agricultural research and technology transfer in the IPR regime. Such partnership will be useful in areas of mutual interest such as (i) joint validation of agricultural production technology, (ii) scaling up of technology, (iii) cost-effective quality production, (iv) mechanization of production technologies, and (v) joint exploration of local and global markets for the commercialization of technologies, etc. It will help in generation of new intellectual properties.

2.16 Role of Krish Vigyan Kendras (KVKs)

Function of KVKs in technology management will be most important in the WTO era. KVKs can be very helpful in identifying the genome savior farmers, geographical indications, identification of inventors for different machine and tools, animal and crop varieties, etc. KVKs will be helpful to researchers in many ways and also in protecting the traditional know-how.

2.17 Strengthening IP Search Facilities

AAU shall establish central patent/IP search facilities at University HQ and at the IPR Cells of the constituent Colleges, and the Regional Research Stations.

2.18 Human Resource Development

There is an urgent need for creating skilled human resources so as to build capacity and develop new agricultural research approach that is compatible with IPR and commercialization requirements. Therefore, suitable HRD and training and awareness programmes will be organized for enhancement of knowledge, know-how and skill in IPR portfolio management and technology transfer including the areas such as patent/ IP search, IPR compatible record keeping, drafting MOUs, patent documents, license agreements and confidentiality agreements, enhancing negotiation skills, patent/IP/market watch, dispute prevention/ settlement, substantive and procedural aspects of litigation, etc.

2.19 Institutional Arrangements

AAU will have the following three Committees at HQ level, at RARS level and at College level.

2.19.1 At the HQ Level

The university will have a central Technology Management Committee, known as AAU Technology Management Committee (AAUTMC) chaired by Vice Chancellor of AAU, and this will be the apex decision-making body for IP management and technology transfer/ commercialization. All policy matters concerning IPR portfolio management and technology transfer/ commercialization will be decided by the AAUTMC.

2.19.2 At RARS Level

At zonal level, the Regional Agricultural Research Station Technology Management Committee (RSTMC), chaired by the Chief Scientist of the RARS, will advise and take decisions for the IPR portfolio management and technology transfer/ commercialization under their jurisdiction, which also cover the KVKs, particularly those KVKs attached to the RARSs.

2.19.3 At College Level

At the AAU constituent Colleges, the College Level Technology Management Committee (CLTMC) chaired by the Dean/ Associate Dean of the College, will be the coordinating authorities between the College and the university authority for finalization of IP related matters of the college.

These central, regional and college level committees will take steps to coordinate, harmonize and synergize with other relevant committees at the AAU headquarters.

2.20 IPR Cell/ Units

The IPR Cell in AAU headquarter will look into all aspects of IP management and technology transfer/ commercialization. IPR Cell will function as the secretariats of AAUTMC at AAU headquarter. This central Cell will be strengthened with trained manpower and other facilities. At the College level, College Level TMCs will facilitate IP protection and management in collaboration of the central IPR Cell. The RSTMCs will similarly look after IP management at zonal level. The CLTMCs and RSTMCs will follow the guidelines and policy decisions taken by AAUTMC from time to time.

2.21 Primary Responsibilities of TMCs

Primary responsibilities of the TMCs will be to act as facilitator for the University's inventors and include, but are not limited to, the following activities:

2.21.1 Build awareness within the university regarding the importance of applied

research, intellectual property protection through all means reasonably available, such as training, workshops, web-based resource materials, printed documents, department meetings, and the like.

2.21.2 Assist researchers to identify technology with potential application for public benefit and/or commercial development, through frequent networking and communication regarding the status of on-going University research programs.

2.21.3 Serve as the repository for all tools, forms, and procedures to assist University scientists in documenting discoveries, complying with reporting requirements to funding agencies, and completing other administrative requirements of the intellectual property protection and licensing program.

2.21.4 Serve as the University's point of communication with the concerned government agencies in the preparation of patent applications for inventions, as well as complete all administrative requirements in accomplishing IP filings and maintenance.

2.21.5 Initiate communications with private sector entities regarding University's technological developments to develop research collaborations, license agreements to intellectual property, and other partnerships of mutual benefits.

2.21.6 Negotiate and execute license agreements with private sector partners for commercialization of the University's intellectual property.

2.21.7 RSTMCs and CLTMCs will work closely and on regular basis with the AAUTMC in implementation of these objectives. Report at least once annually to the AAUTMC on issues such as policy recommendations, "trouble-shooting" new developments encountered in implementation of the program, as well as performance measures and trends recorded for a defined reporting period.

2.21.8 The IPR Cell would process all issues relating to IP protection referred to it by the Vice Chancellor/ Deans/ Associate Deans and Director of Research /Extension Education.

2.21.9 IP claim filing is a time bound activity. Therefore, the IPR Cell may accept and process proposals directly with the approval of the Vice-Chancellor.

2.22 AAU Technology Management Committee (AAUTMC)

The committee shall be headed by the Vice-Chancellor (Chairman). The policy decisions related to IP shall be framed by AAUTMC through an Advisory Committee which will meet at least once a year and shall comprise of the following members:

1. Registrar, all Deans/Assoc. Deans and academic Directors of the University
2. Chief Librarian
3. Comptroller

4. University Legal Retainer (LR)
5. All members of the IPR Cell
6. One representative of the private sector to be nominated by the Vice-Chancellor for a period of two years.
7. Deputy Registrar of PPV&FR Authority, Guwahati Branch
8. In-charge IPR Cell shall be the Member Secretary.

2.23 Dispute Resolution

In the event of any conflict of right or interest related to sharing of IP, it will be resolved as per mutually agreed terms set out in the agreement signed between AAU and the other party. To arrive at final settlement mediation, reconciliation or arbitration process will be followed wherever needed. Arbitrator will be appointed by Vice Chancellor.

2.24 Scientist Entrepreneurship

Some AAU scientists/ innovators involved in the development of potential technologies may themselves be interested in taking up commercial ventures based on these technologies. AAU in principle will encourage such entrepreneurship by its interested scientists.

2.25 Reports and Monitoring

For IP protection and licensing, the documentation of research data, process and achievements is required at departmental level to help the IP management process. All departments and concerned Directorates of AAU will develop suitable and systematic reporting and monitoring mechanisms to secure protection and facilitate commercialization of IPR enabled technologies but not to compromise with the secrecy/ confidentiality requirement.

2.26 Benefit Sharing

The benefit sharing formula of ICAR will be adopted as under:

2.26.1 Monetary and Non-Monetary Benefits

AAU will realize monetary and non monetary share of benefits from the licensee(s) of its IPR enabled technologies in the following ways, subject to the license agreement.

- (i) upfront lump sum payment,
- (ii) upfront payment plus royalty on actual sale,
- (iii) royalty on actual sales,
- (iv) in-licensing/cross licensing of tools of technology generation in frontier areas,
- (v) research capacity building,
- (vi) research chair,

(vii) research fellowship, etc.

University will share the income resulting from commercialization of an IP with individual(s) responsible for the innovation. The amount to be distributed/shared will be the accruals after deduction of service tax and the amount retained for augmenting IP management. The payment will be treated as bonus income of the individual and shall be taxable under the Income Tax Act.

2.26.2 Sharing of Benefit Money

The net revenue/benefit money available for sharing between various stakeholders will be determined as follows.

Head of Account	Amount
1. Gross Revenue (commercial benefits accrued from license fees/royalties)	= A
2. Service Tax already paid or due + cost incurred to develop the technology + others	= B
3. Amount retained by AAU for augmenting IP Management	= 30% of A = C
4. Net revenue/ benefit money to be shared as incentive	= A - B - C = X

The net revenue/ benefit money will be shared in the following proportions among (i) University scientists/innovators and other staff, (ii) Department/ Station(s), and (iii) University HQ.

Stakeholder category	Share of net revenue
1. AAU scientists/innovators and other team members (50% for PI and rest of the 50% divided into others based on contribution and agreement)	60%
2. Department/ Station (includes revenue/benefit money for the strengthening of institution).	20%
3. University HQ (includes revenue/benefit money for overhead expenditure)	20%

3. DEFINITIONS

3.1 Biological Resources or Biological Materials : Biological resources means plants, animal and micro-organisms or parts thereof or their genetic material and by-products with actual or potential use or value, but does not include human genetic material under Indian law. Should a patent application mentions a microbiological material in the patent specification, the patent application may be rendered valid only by deposit of a sample of the biological material with an international depository authority under the Budapest Treaty, 1980, of which India is a signatory. Deposit of the biological materials must be made before the filing of the patent application.

3.2 Biological Diversity: Biological diversity refers to variability among living organisms from all sources and the ecological complexes of which they are part, and includes diversity within and among species and of eco-system.

3.3 Benefit Sharing in AAU means the sharing of monetary benefits accrued from commercialization of its technologies among its scientists/innovators, including Department and university HQ. Benefit sharing would also mean, in relation to plant varieties where applicable, any sharing of the commercial benefits by AAU from its registered/ protected variety as may be determined by the PPV&FR Authority under section 26 of the PPV&FR Act.

3.4 Breeder within AAU means a researcher who has made principal contribution in the development of a plant variety.

3.5 Commercialization means the transfer of IPR enabled technologies or other know-how through licensing under the terms and conditions specified in the license agreement entered into for that purpose.

3.6 Copyright and related rights: As defined under the Indian Copyright Act 1957 amended up to date.

3.7 Confidentiality Agreement means a document (in any format) signed by persons who have agreed to keep the particular information (whether already shared/ to be shared in the course of collaboration) among them, whether oral, written or otherwise, as confidential and not to reveal it to any other party without each other's consent.

3.8 AAU Technologies mean the technologies generated by scientist, student or other staff working in any of AAU's institutions including the Krishi Vigyan Kendras (KVKs).

3.9 Discovery and Invention: According to section 3(c) of the Patents Act, 1970 "the mere discovery of a scientific principle or the formulation of an abstract theory or discovery of any living thing or nonliving substances occurring in nature" is not an invention and hence not patentable. In this context, the difference between discovery and invention as interpreted in the Indian Patent Office's Manual of Patent Practice and Procedure, 2005, is that a 'discovery' adds to the amount of human knowledge by disclosing something, which has not been seen before whereas an 'invention' adds to the human knowledge by suggesting an act to be done.

3.10 Plant breeder, Varieties including Essentially Derived Varieties and Extant Varieties: AAU accepts the definitions as given in the PPV&FR Act, 2001.

3.10 Exclusive License of an IPR enabled technology means a license which will entitle the licensee, or the licensee as well as person(s) authorized by him, to exclude all other persons (including the patent holder himself) in the commercial use of the technology covered in the License agreement.

3.11 Farmers Rights and Community right: As defined in the PPV&FR Act of 2001.

3.12 Geographical Indications: As defined in the Geographical indications Act, 1999.

3.13 Innovators in AAU means its employees/ post graduate research scholars who have made an invention/innovation or have authored a work or developed a variety or generated an IP in any other form.

3.14 Intellectual Property (IP) in AAU constitutes the research results derived by its scientists/ innovators which could be protected by patents, plant variety protection or any other form of intellectual property rights such as copyright, trade mark, design, etc. This also includes know-how that may be protected as undisclosed information by suitable agreements.

3.15 In-Licensing means acquiring research-tools that are already protected by patents/ IPR for research and technology generation under specific terms and conditions, e.g. research/ commercial use.

3.16 Infringement of AAU's IPR will occur/deem to occur when someone willingly/ unwillingly uses the IP/know-how without permission.

3.17 Invention: As defined in the Patent Act 1970 amended up to date.

3.18 Industrial designs: As defined in the Designs Act 2000.

3.19 Indigenous Traditional Knowledge (ITK): ITK is an intangible resource or know-how regarding India's biological diversity and the applied use of biological

resources, such as medicinal value of certain plants, strains of freshwater fisheries; drought resistance of certain varieties; methods of cultivation of varieties to enhance productivity; methods of preservation of foods; breeds of livestock with resistance to certain diseases, and the like. ITKs are not individual property rights, but rather, comprise "collective village wisdom" resulting from years of use or practice. The Central Government has established an electronic database - the "Traditional Knowledge Digital Library" with data made available to international patent offices to establish ITKs as "prior art" preventing an incorrect grant of patent for an ITK in the public domain.

3.20 IPR Cell: The Intellectual Property Rights Cell or "IPR Cell" is a unit within the University, which is responsible for the day-to-day management of intellectual property rights and commercial licensing, resulting from the research and development activities at AAU. It is also responsible for implementation of these Regulations.

3.21 Know-how: Know-how is undisclosed information that may be an aggregation of processes or procedures, accumulation of data, a formulation which has not been revealed, knowledge of variables known by the inventor to improve a process, or other combinations of knowledge which are not generally known to the public. Know-how is often transferred together with the licensing of patent rights to third parties to better working of the patented invention, or under other commercial partnerships.

3.22 License means the legal agreement embodying legal permission from AAU to the other party(ies) to use its technologies/IP/ knowledge for commercial or other purposes under mutually agreed terms and conditions, including a license fee and/or royalty, as negotiated and specified in the license.

3.23 Material Transfer Agreement (MTA) means a document embodying the mutually agreed terms in the transfer of a material (any genetic resource or IP) from AAU to another organization/ establishment/ person or vice versa. It may be in a standard or a specific format.

3.24 Non-Exclusive License of an IPR enabled technology means a license which will confer on the licensee the right to commercially use that technology whereas, at the same time, the same right could also be made available to other licensee(s) on same, similar or different terms.

3.25 Principal Investigator (PI) for a research project carried out in AAU means the lead scientist involved in and responsible for the project.

3.26 Public Interest License means license without royalty to serve the general interest of the public/ farmers.

3.27 Scientist/ Scholar Entrepreneurship: When AAU permits any scientist/ scholar to proceed on scientist-entrepreneurship to either set-up his/her own enterprise or to work with some private agency for scaling up/ commercial venture with the IP generated by him/her in AAU, the terms of use of such IP shall be clearly spelt out in the agreement between AAU and the concerned scientist/ scholar.

3.28 True and First Inventor means a scientist/innovator who has created/generated the patentable research results and whose name is recorded in the patent application accordingly.

3.29 Trademark: As defined in the Trade Marks Act, 1999.

4. PROTECTABLE INTELLECTUAL PROPERTIES OF AAU

4.1 Patentable IP: Research results in any field of technology, whether processes or products, which are new, inventive (non-obvious) and useful (industrially applicable), and are patentable under the Patent Act, constitute the patentable IP of AAU. The following fields of research results in AAU, for example but not exclusive, will constitute the patentable IP:

- (i) Various microorganism based formulations, such as those of bio-control agents, biofertilizers, specific dairy catalysts, etc., and the processes for their use.
- (ii) Various genetically engineered microorganisms for an array of specific uses, such as bio-degraders, bio-stimulants, bio-protectants, etc., and the processes related to their application/ use.
- (iii) Novel dairy and horticultural products, by-products, such as enzymes, and processes for their production and use.
- (iv) Plant based agro-chemicals, their purification and testing processes, and various formulations.
- (v) Diagnostic kits.
- (vi) Vaccines
- (vii) Designs of agricultural machinery, implements and laboratory equipment.
- (viii) Research tools of genetic engineering, such as gene primers, gene constructs, and gene transfer tools like gene gun, etc.
- (ix) Patentable part of know-how, for scaling up of research results or manufacture of prototypes/commercial products, etc.
- (x) Any other technology having patentability as per laws.

4.2 Patents on Microorganisms: AAU will seek patents on microorganisms as per the Patents Act following the patent norms for microorganisms.

4.3 Protection of Plant Varieties: Plant varieties of field, horticultural and agro-forestry crops, including the new, extant, essentially derived varieties (EDV), and transgenic plant varieties developed by AAU and protected as per the PPV&FR Act, 2001 of India or plant variety protection (PVP) laws of other countries will constitute a protectable IP. These plant varieties include:

- (i) All extant varieties of AAU, i.e. varieties previously notified under section 5 of the Seeds Act, 1966, which have not completed 15 years from date of their notification. Protection of these varieties will be secured at the earliest.

(ii) New plant varieties identified for their worth (value for cultivation and use), which fulfill the essential criteria of distinctiveness, uniformity and stability under the PPV&FR Act.

(iii) Essentially derived varieties (EDV), varieties of transgenic plants, protectable as per the PPV&FR Act, 2001 or similar PVP laws of other countries, in the form of PVP certificate, plant patent, etc.

4.4 Improved Breeds/ Strains of Animals/ Poultry/ Fish cannot be Protected:

Animal/ poultry breeds, fish strains, etc., cannot be protected in India like patents or plant variety protection. Improved breeds/ strains developed in AAU, however, constitute valuable assets. AAU shall resort to the ICAR system of registration in the respective National Bureaus.

4.5 Collective Mark/ Trademark: AAU will identify its marks which can be used as trademark and same will be protected.

4.6 Copyright: Faculty, students and other staff of AAU will have copyright over their individual literary and artistic creations/works. However, such works created by AAU employees/ students in course of the official engagement in AAU including post-graduate thesis/dissertation, will be copyrighted properties of AAU.

4.7 Designs: Designs of any commercial value, developed in AAU, may be protected as registered designs under the Designs Act or under the Copyright Act as per law.

4.8 Any Other IPR Form: On a case-to-case basis, any research result of AAU, which is protectable as IPR in any other form under the Indian law, shall be protected and maintained for its IPR enabled transfer and use.

4.9 Know-How: A know-how available with AAU, which could lead to development of prototype/ commercial product from an IP generated by its scientists/ scholars, constitutes an important and potentially useful property, irrespective of whether it is patentable or not. Such knowhow may be utilized for strategic commercial use in the technology development system. AAU may protect such know-how as trade secret. Therefore, a confidentiality agreement with the other party shall be entered into before any demonstration of the technology or its validation or scaling up is undertaken.

4.10 Traditional Knowledge: The Indian Patents Act and some other IPR Acts require a disclosure of traditional knowledge used in the invention/innovation. Accordingly, AAU shall also disclose the traditional knowledge relating to the inventions in its patent/ IPR applications to the best of its knowledge and information.

4.11 Novel genes from microbial and higher biological systems; Isolation of

indigenous genes from plant and animal systems and their application for specific target traits will have special significance and prospects. Therefore, elite genetic material will be registered in National Bureaus of genetic resources for plants, animals, fish and agriculturally important insects and microorganisms. This is to discourage any unfair patenting of the public domain IP.

4.12 Patentability of Biological Inventions

4.12.1 According to section 3(i) of the Patents Act, "any process for the medicinal, surgical, curative, prophylactic, diagnostic, therapeutic or other treatment of human being or any process for a similar treatment of animals to render them free of disease or to increase their economic value or that of their products" cannot be patented. In this context, prophylactic treatment such as vaccination, inoculation (prophylactic immuno-therapy) in animals is to be regarded as therapy, which includes treatment, and is not patentable. Patent may, however, be obtained for surgical therapeutic or diagnostic instruments or apparatus.

4.12.2 According to section 3 of the Patents Act, "plants and animals in whole or any part thereof other than microorganisms but including seeds, varieties and species and essentially biological processes for production or propagation of plants and animals, for example, clones and plant varieties" are not patentable in India. However, processes leading to the development of genetically modified organisms (GMO) can constitute a patentable subject matter.

4.12.3 Patentability of biotechnological inventions: Any clarification on the patentability of biotechnological inventions may be seen from the Manual of Patent Practice and Procedure 2005 of the Indian Patent Office (<http://patentoffice.nic.in>). The guiding points for the examination of patent applications by the patent examiners given in this manual could be helpful in a prejudgment on the patentability of inventions, before a patent application is filed. For example, the following points are noteworthy:

4.12.3.1 Patentable :

- (i) The living entity of artificial origin (produced with human intervention) such as microorganisms, vaccines are patentable.
- (ii) The biological material such as recombinant DNA, plasmids and processes of manufacturing thereof are patentable provided they are produced by substantive human intervention.
- (iii) The processes relating to microorganisms or producing chemical substances using such microorganisms are patentable.

4.12.3.2 Non-Patentable

- (i) The living entities of natural origin such as animals, plants, in whole or any parts thereof, plant varieties, seeds, species, genes and natural microorganisms are not patentable.
- (ii) Any process of manufacture or production relating to such living entities is also not patentable.
- (iii) Any method of treatment such as medicinal, surgical, curative, prophylactic, diagnostic and therapeutic of animals or other treatments of similar nature are not patentable.
- (iv) Any living entity of artificial origin such as transgenic animals and plants, any part thereof are not patentable.
- (v) The biological materials such as organs, tissues, cells, viruses etc. and process of preparing thereof are not patentable under Section 3(c).
- (vi) Gene sequences, DNA sequences without having disclosed their functions are not patentable for lack of inventive step and industrial application.
- (vii) Essentially biological processes for the production of plants and animals such as method of crossing or breeding etc. are not patentable.
- (viii) Any biological material and method of making it, which is capable of causing serious prejudice to human, animal or plant lives or health or to the environment including the use of those would be contrary to public order and morality are not patentable, such as terminator gene technology.
- (ix) The processes for cloning human beings or animals, processes for modifying the germ line, genetic identity of human beings or animals, uses of human or animal embryos for any purpose are not patentable as they are against public order and morality.
- (x) Any invention which in effect is traditional knowledge or which is an aggregation or duplication of known properties of traditionally known components is not patentable.

4.13 Biological Material Used in the Invention: Specific attention will be given to the following points:

- (i) The source or geographical origin of biological material used in the invention disclosed in the patent application will be mentioned in the specification.
- (ii) New biological materials used in the invention disclosed in the patent application are required to be deposited in any of the International Depository Authorities (IDA) recognized under the Budapest Treaty on or before filing of the

application, to supplement the description for sufficiency of disclosure of the invention. Reference of such a deposit has to be made in the patent specification. As of now, there is only one recognized depository in India under Budapest Treaty. It is the Institute of Microbial Technology (IMTECH), Chandigarh, which receives specimens of certain microbial species only.

(iii) The reference samples deposited at the National Bureaus of Genetic Resources of the ICAR will be helpful for internal reference only. However, in case of any litigation it is likely that the evidence in the form of such duly characterized and documented referral sample can be held valid at the discretion of a Court of Law. Therefore, related RARS, college, departments of AAU must take individual initiative of depositing a referral sample at the relevant National Bureaus for Plants, Animals, Fish, Insects and Microorganisms before filing a patent for any invention based on biological material.

4.14 Patents on Value Addition. Patents can be secured on inventive steps irrespective of whether these steps are big or small. Therefore, patents can be obtained on incremental research results provided these qualify the patentability criteria, and have scope and worth.

4.15 Method of Agriculture or Horticulture. According to section 3(h) of the Patents Act, "a method of agriculture or horticulture" does not constitute patentable invention. Some specifically construed patent claims on processes and products related to agriculture and horticulture could be found in order for acceptance by the patent offices.

5. IDENTIFICATION AND PROTECTION OF PATENTABLE IP

5.1 First Step of Scientists/Innovators: After conducting IP search at his/her level, the scientist(s) who consider that they are in possession of a patentable IP from their research, or that such a patentable result is likely to emerge soon from their research work, whether individually or jointly with other scientists/innovators, shall approach the IPR Cell to file the application for patent without disclosing the invention at any other place/form. In case it is suggested to go ahead for patenting the scientist should fill-up the disclosure form and submit it under a sealed cover to the IPR Cell. The interested scientist/ innovator shall approach his/her controlling officer to indicate his/her interest in filing a patent application through the university IPR Cell.

5.2 Initial Patent Search: Each application by scientists/innovators for seeking patent on an invention shall be accompanied with an initial patent search report and the declaration as to the novelty of invention. Initial patent search can be carried out on the Internet sites such as:

- WIPO (World Intellectual Property Office),
- Indian Patent Office Database,
- CIPO (Canadian Information Patent Office)
- espacenet.com (European Net Work of Data Use),
- uspto.gov (United State Patent and Trademark Office Database, and
- EKASWA A&B Databases for Indian patents, etc.

All the databases may be available from Patent Facilitating Centres (PFC) of the Technology Information Forecasting and Assessment Council (TIFAC), Department of Science & Technology, Government of India, etc. Concerned scientists must gain a good background on the subject area of invention, particularly about the inventions from the subject area if already patented in any country. This will help in recognizing whether the results of present study/experiment qualify for the essential criterion of novelty or not. In case it is considered that the invention is novel, and the patent search is reasonably made to fortify the claim, one may safely conclude that AAU is in possession of a patentable invention. If possible and arrangements are made, AAU shall file patent applications through any suitable agency including NRDC/ DST

5.3 Submission of Particulars by Scientists/Innovators

The Principal Investigator (PI) / Project Leader shall furnish particulars for

making the application (specification, claims and other particulars excluding the know-how) with due signatures of all inventors/ innovators to his/her Controlling Officer. The Controlling Officer would record his/ her recommendations and forward the application to the IPR Cell with the following.

- (i) An undertaking covering the bonafides of the deemed IP, including title; novelty, non-obviousness/ inventiveness, industrial applicability/commercial usefulness aspect; project/ activity under which the IP was generated; dates/ duration of the project/activity, etc.
- (ii) A certificate mentioning that there is no lawful ground for objection to the grant of patent on the invention.
- (iii) An affirmation to keep IPR Cell informed about any further developments in relation to the deemed IP.
- (iv) Assignment of the invention/ innovation to AAU, with signatures, names and address of two witnesses.

5.4 Information for Central Database

The IPR Cell will document a copy of the forwarding letter of the information provided by the PI/ inventor, including the title of invention, name(s) of true and first inventor(s) and date in the institutional/ zonal/ central database for information and record. Inventor shall provide electronic copy to the IPR Cell.

5.5 Disclosure Requirements

It is necessary that the concerned PI/ scientist/inventor/ innovator make sufficient disclosure that fully defines the invention, its feasibility and application so that patent can be granted on that disclosure without any objection. They will also make sure that the source and geographical origin of the biological material used in research or mentioned in the complete specification and also any traditional knowledge of India, which may be the basis of the invention is disclosed in the application as per the requirement of the Patents Act. Similarly, it will be necessary that the absence of any genetic use restriction technology (GURT) is declared in all applications based on biotechnological/ genetic engineering invention.

5.6 Record Keeping

Patent application usually passes through lot of scrutiny. Therefore all Departments/ Stations/ scientists/ inventors/ innovators shall maintain appropriate and adequate work records and duly authenticated/ countersigned log books while conducting research leading to patentable invention. It should be possible to reconstruct on time scale from those records as to when the work related to the invention was conceived and actually started, when the inventive step was taken and when the result was first successfully demonstrated in the laboratory.

5.7 Writing a Patent Document

The primary information collected as above shall be collated to prepare the patent application (patent document) for filing in the patent office through any suitable agency including NRDC/ DST/ DBT/ ICAR. For more details on writing the provisional and complete specification, claims, abstract, and preparing drawings etc one can refer to the Patent Office websites www.ipindia.nic.in along with the Manual of Patent Practice and Procedure 2005, published by the Indian Patent Office. The Manual is available on the Internet <http://patentoffice.nic.in>. In addition, the Manual on Patents in India published by Directorate of Research (Agri), AAU, Jorhat may also be referred.

5.8 Filing a Patent Application

5.8.1 Filing a Provisional Application: A provisional application will be filed by AAU or through NRDC/ DST/ DBT/ ICAR to secure the priority date for the invention. This will be done at the earliest with minimum loss of time. The application will be filed at the patent office Kolkata under whose jurisdiction AAU falls.

5.8.2 Filing a Complete Application in India: When the document is finalized, and it appears to be well in order, the Complete Application will be filed by the university or through NRDC/ DST/ DBT/ ICAR in the relevant patent office as per procedure under the patent law.

5.8.3 Filing a Patent Application Abroad: If required, AAU will take steps to file an international PCT application through NRDC/ DST/ DBT/ ICAR by using the provisions of the Patent Cooperation Treaty (PCT).

6. GENERAL PROCEDURES FOR IP MANAGEMENT

6.1 Ownership

All claims in application for IP ownership, as applicable, will be made only in the name of the legal entity, namely Assam Agricultural University even though the research is conducted by individual scientists/ innovators working in its various departments/ stations/ centers of AAU.

6.1.1 IP with Exclusive Ownership

AAU will be the sole owner of IP generated from research work conducted in the university in the following cases:

- (i) by using public funds received from Government of Assam/ Northeastern agency;
- (ii) Using external funds, public or private where AAU has been assigned sole ownership by the funding agency or where such prior agreement with the funding agency does not exist.

6.1.2 IP with Joint Ownership

6.1.2.1 Collaborative Research

IP generated by AAU under collaborative research projects will be jointly owned by the university and its collaborators/ partners on mutually agreed terms.

6.1.2.2 Post Graduate Research

IP generated in research by post graduate research students/ scholars in AAU will, in principle, be jointly owned on mutually agreed terms in the following cases:

- (i) if the terms and conditions of scholarship from the external funding agency so require;
- (ii) if the postgraduate research is conducted at more than one institutions/ laboratories in/ outside the state, and the other institution so requires.
- (iii) In all other cases IP generated through PG research will be exclusive property of AAU.

6.2 Declaration by Inventor(s)

AAU scientists/inventors/ innovators shall assign the IP rights in the research results obtained by them to their employer, viz. the Assam Agricultural University. While they will not be entitled to claim ownership of the IP generated by them, they shall be recognized as True and First Inventor(s)/ Innovator(s) of that IP.

6.3 Preliminary Steps for Application

The following steps will be taken to seek IP protection in AAU.

6.3.1 All inventors/inventors/ innovators/ breeders/ authors shall assign the IP rights in their research results to the university in the following manner.

DECLARATION BY INVENTOR(S)

I/ We _____ (Name(s) of Inventor(s) with
Designation and Address) _____ declare
that all rights for the invention _____
(title of Patent as given in the Application) are assigned by me/us to the applicant
"Assam Agricultural University" and the application is signed on behalf of the
assignee by the authorized official of University.

Dated thisday of 20.....

Inventor's Name Signature

Witnesses (Two):

Name	Designation	Signatures
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6.3.2 All applications shall be made in the name of "Assam Agricultural University".

6.3.3 Patent/ PVP/ other IPR applications filed by AAU, shall mention the names of all concerned scientists/inventors/ innovators as True and First Inventors/ Innovators.

6.3.4 Patent/PVP/ other IPR applications will be signed by the Authorized Signatory of AAU.

6.3.5 Processing of all patent/PVP/ other IPR applications and maintenance of IPR titles will be undertaken as per the respective IPR laws.

6.4 IP Management

6.4.1 Confidentiality Agreement

All concerned scientists/innovators and other employees of the University shall enter into appropriate confidentiality agreement before divulging any undisclosed information/ research results/ know-how even if it is to be disclosed for a short term. Confidentiality of the technological aspects/IP of university must be ensured. The scientists/ innovators shall appropriately and confidentially disclose the IP contemplated from their research results to the IPR Cell for IPR protection under the law.

6.4.1 IP Protection and Maintenance

All actions pertaining to the filing of IPR applications and their follow up under the law including the maintenance of IPR and further management of IP will be initiated/ undertaken through ICAR or National Research Development Corporation (NRDC) or Department of Science and Technology (DST) or Department of Biotechnology, or any other such agency through MOU.

6.4.1.1 IP Generated in Coordinated Project

As per ICAR guidelines where IP is generated under an All India Coordinated Research/Network Project (AICRP) whose coordinating unit is located in an ICAR institution, the IP protection will be secured by the institution where the AICRP Unit is located.

6.4.1.2 IP Generated in a Krishi Vigyan Kendra

Where IP is generated in a Krishi Vigyan Kendra (KVK) under AAU, IP protection will be secured by authorized signatory of AAU.

6.4.1.3 IP Generated in Collaboration with a Foreign Partner

Protection of IP shall be undertaken by the University. Application shall be filed in India to secure the priority date. The IP ownership and further course of action will be decided on the basis of policy framework for IP management on mutually agreed terms with the foreign partner.

6.4.1.4 Shared IP

IP shared between AAU and other collaborator(s)/ partner(s) will be processed for protection and maintained by AAU as per the mutually agreed terms. In case the other party is not interested in the IP it can be assigned to AAU.

7. PROCEDURE FOR PLANT VARIETY PROTECTION

7.1 Plant Variety Protection

The IP protection of plant varieties developed by the university, including the extant varieties, will be secured under the PPV&FR Act by submitting the application to the PPV&FR Authority, Branch Office Guwahati. This step in turn will enable a more rapid and effective transfer of plant varieties to the end users and protection of the genetic resources. However, a decision shall be taken by the university even after the registration certificate has been obtained as to whether a particular variety will be transferred for commercial use through exclusive or non-exclusive licenses or it will be placed solely in public domain to meet some specific national need/ situation. Where it is considered necessary in public interest to specifically promote some university varieties for food and nutritional security or for diversifying agriculture, special steps will be taken as deemed fit by the competent authority.

7.2 Protection of Extant Varieties

7.2.1 Protection of all extant varieties of the university, which have not completed 15 years from the date of notification shall be taken up under the PPV&FR Act as a priority activity in a time-bound manner.

7.2.2 Registration and protection of plant varieties of field, horticultural and agroforestry crops developed by the university, which meet the essential criteria for their protection, will be obtained by them in the name of Assam Agricultural University, under the PPV&FR Act. The period for which the title of the protected varieties is to be maintained will depend on the actual performance/ adoption of the variety. This will be periodically reviewed by Directorate of Research/ Directorate of Extension Education of AAU and Director, Department of Agriculture, Government of Assam.

7.2.3 AAU may also file joint applications with other collaborating Institutions/ research institutions in the public or private sector for varieties which have been developed through collaborative efforts. Where the collaborator/ research partner is an International agency or a foreign client, and the variety/ hybrid/ transgenic is developed in Assam Agricultural University, the ownership and the licensing rights will be determined on mutually agreed terms. The MOU with the collaborator/ partner will be executed. Other terms and conditions and limitations of the MOU will be entered as per the mutual agreement.

7.2.4 Assam Agricultural University shall provide all the necessary information required under the PPV&FR Act/ Rules for registration of extant varieties developed by AAU. This will include the particulars required for the National Register of Plant Varieties, such as the denomination of the variety, names of breeders involved in its development, pedigree details, salient features of identity vis-à-vis most similar varieties, agro-climatic zones of adaptation, performance limits under specified situations particularly for DUS traits, etc. along with a referral seed sample.

7.2.5 Authentic seed samples of the variety will also be deposited in the active and base collections at the national gene bank at NBPGR on priority basis. Availability of adequate quantity of nucleus/ breeder seed will be simultaneously ensured.

7.3 Protection of New Varieties/ Hybrids/ Essentially Derived Varieties

7.3.1 The Principal Investigator (PI)/ Plant Breeder will inform the Director of Research (Agri) of the University about the availability of any prospective variety developed by him/her which can qualify for a new, distinctive, uniform and stable crop variety as per the requirements of the PPV&FR Act. The following steps will be taken by the concerned breeders/ scientists.

1. The salient DUS particulars of the prospective varietal material along with name(s) of most similar varieties will be provided by the Breeder.

2. In case of a hybrid, similar/ appropriate information on parental lines shall also be provided by the Breeder.

3. In case of transgenic variety, information will be provided with respect to the initial variety (and its parents), the gene sequences (including the promoters) and their source, and the transgenic events. The national biosafety guidelines shall be followed for the transgenic variety before registration.

4. In case of seed propagated crops, the above information will be given at least four months prior to the next crop season after duly completing the harvest, seed processing and storage, appropriate statistical analysis and interpretation of results of the previous crop season. In case of vegetatively propagated crops like sugarcane, such information will be given while the crop is still standing.

7.3.2 All elite plant genetic materials shall be registered at NBPGR, New Delhi by concerned departments/ station.

7.3.3 The University will make necessary recommendations for registration of varieties on the basis of the following:

1. Assessment of the potential varietal materials in the experimental plots as per given schedule.
2. Consideration of the performance data in station and on-farm trials in the

previous years.

3. DUS parameters vis-a-vis the most similar varieties.
4. Some extraordinary or exceptional merit seen in the varietal material, if any, based on which it can be taken up for filing application for registration at an early date.

7.4 Decision to File Application for Registration

The Director of Research (Agri) shall make recommendation about registration/ filing after evaluation to the IPR Cell. The basic information required for filing the application as per the PPV&FR Act should be kept ready by the respective Breeders. University will thus normally prefer filing its applications for plant variety protection only when there is satisfaction with respect to the outcome of value for cultivation and use (VCU) trials. In exceptional cases, on a case-specific merit basis, early application can be filed by University/ institutions for registration and protection of prospective varietal materials.

7.4.1 In case of new varieties and hybrids, the application will be filed under section 14 and that for the essentially derived varieties (EDV) under section 23 of the PPV&FR Act.

7.4.2 Nucleus and breeder seed: The Breeder will accord priority to the production/maintenance of nucleus seeds of the prospective variety reported to the Director of **Research (Agri) as candidate varieties for registration.**

7.4.3 The concerned Breeder shall take up production of breeder seed of prospective varieties, in advance varietal trials, one year prior to filing the application for their registration.

7.4.4 Performance Limits

All concerned breeders/scientists shall specifically provide the performance limits under each of the different environments/ situations that are considered suitable for cultivation of the variety proposed for registration and protection under the PPV&FR Act. This shall be necessary to avoid any uncalled for litigations/compensation for underperformance as provided in PPV&FR Act.

7.4.5 Maintenance of Seed/ Propagules of Protected Plant Varieties

Concerned Stations/ breeders will be responsible for the maintenance of varietal purity, and will ensure the availability of breeder seeds for public supply or commercial use, as applicable.

7.4.6 Variety Registration and Protection

The IPR Cell will undertake and pursue the needed steps under the PPV&FR Act required for seeking registration and protection of plant varieties.

7.4.7 Maintenance of Title of Protection

The IPR Cell will maintain the titles secured by them by payment of requisite renewal fees to the Registrar as per the PPV&FR Act. The Directorate of Research (Agri) will undertake periodical reviews and decide the further the maintenance of titles by payment of requisite fees based on (i) actual performance of variety, (ii) further licensing potential of the variety in India or abroad, (iii) potential use of the variety for further variety development programme, or (iv) any other specific/relevant criteria considered appropriate for the purpose.

7.5 Dispute Prevention and Settlement

In each case the plant breeder will address the following matters to avoid/settle any dispute.

7.5.1 Critically examine the ownership issues pertaining to the initial varieties, breeding materials, germplasm, landraces, farmer varieties, genes, events, processes used in the development of a variety. For this purpose the concerned breeders/ scientists shall maintain in their breeding programmes an inventory of genetic resources/ stocks and other IP assets belonging to AAU.

7.5.2 Monitor unauthorized use of a protected variety and initiating necessary action, if needed.

7.5.3 Highlight the performance limits and ranges of performance of the protected varieties in specific situations/ conditions/ environments, particularly for DUS parameters. Concerned breeders/ scientists shall generate and provide the necessary information.

7.5.4 AAU shall consider and discharge any liability as may be determined by the PPV&FR Authority or the PPV&FR Appellate Tribunal, or any court of law. Mediation, reconciliation or arbitration, as appropriate, will be used as mode of dispute settlement. The arbitrator will be appointed by the Vice Chancellor.

7.6 Farmers' Rights

All matters related to farmers' rights arising in the protection of plant varieties by AAU will be taken up/ resolved as per the provisions of the PPV&FR Act.

8. MANAGEMENT OF OTHER FORMS OF IP

8.1 Copyright Protection

8.1.1 Copyright and Related Right

A copyright is an original work of authorship which has been fixed in any form of expression, such as books; computer software; sound recordings; literary, artistic, dramatic and musical works; and cinematographic films. A copyrightable work may be the product of a single author or a group or others who have collaborated on the creation of the work. The copyright protects only the form of expression of ideas, not the idea themselves. Copyright law protects the owner of against those who "copy" the form in which the original work was expressed. Unlike other forms of intellectual property, copyright vests in a work immediately upon its creation. Registration is available and is recommended at times to document the creator and the date of the creation of a work, and authorship. Registration is made at the Registrar of Copyrights under the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, New Delhi.

8.1.2 Recognition of Copyright

Irrespective of whether the copyright has been registered under the copyright law or not, it subsists in any original literary work, including scientific publications, popular articles, and other published material; computer programme/software, database; audio/video and multimedia products, websites, material on a CDROM, etc., of university as well as individual works of all its scientists/innovators and other staff. Nevertheless, registration of copyright work under the Copyright Act will be its prima facie proof.

8.1.2 Notice of Copyright

Ownership of copyright on a publication or any other copyright work as explained above may be expressed by merely putting the symbol "©". It is more appropriate to use the word copyright along with its symbol "©", the year of publication and the name of the author/publisher.

The following specific examples are given to cite the expression of copyright notice on any one of the mentioned copyright works:

- i. On a book, only one copyright notice will be printed inside the title page as per customary practice.
- ii. On leaflets, brochures, handouts, etc. one copyright notice will be printed on each item.

- iii. On web pages, copyright notice will be printed on every page.
- iv. On CDs and cassettes, one copyright notice will be printed on each CD and Cassette and also on any accompanying sleeve or booklet.
- v. Copyright on Digital Multi Media Products: Considering the need and importance of protecting the digital technologies, all AAU software/ databases/CD-ROMs/ DVDs/ video/ audio/ multimedia products shall carry a copyright notice.
- vi. On photographs and designs, a copyright notice will be printed at the bottom or on the reverse of the photograph or the design work as appropriate.
- vii. On manuscripts like invited lectures or keynote addresses, a single copyright notice on the front will be normally sufficient.

It will be important to put date/year along with copyright notice. In cases of any ownership dispute or dispute for originality of a work, the display of date may be a determining factor in establishing the claim.

8.1.3 Ownership and Claim of Copyright

Assam Agricultural University or its scientists/ staff will hold the copyright as per the following illustrations:

1. Assam Agricultural University will own copyright over its regular publications and registered copyright works.
2. In cases of commissioned work, in the absence of any agreement to the contrary, the Assam Agricultural University and/or the sponsoring agency/organization will jointly own the copyright.
3. Assam Agricultural University, scientists / innovators / other staff can claim their individual copyright, whether registered or not, over their creations/work published by them as per rules.
4. Copyright for post-graduate thesis/ dissertation submitted to AAU will be reserved by Assam Agricultural University.

8.1.4 Copyright registration

Any copyright registration shall be taken up as per the provisions of the Copyright Act.

Copyright, whether registered or not, will exist in all creations of authors from AAU over its institutional works. However, registration of copyright of the concerned works particularly the new software and databases, etc. can be considered more seriously

Securing Copyright on Digital Multi Media Products: Considering the need and importance of protecting the digital technologies, all AAU software/databases/CD-ROMs//DVDs/video/audio/multimedia products/or source codes shall carry a copyright notice.

8.2 Trade Marks

Registration of Trade Marks which AAU considers fit will be sought under the Trade Marks Act.

AAU will use a Trade Mark as its goodwill sign vis-a-vis IPR, for commercialization/ marketing of AAU products/ technologies. This will have two-fold advantages. First, with the use of trade mark by the university and its licensees, marketing of the AAU technologies can be secured from unfair competition/ trade practices through free ride. Secondly, by insisting upon use of its trade mark by licensees, AAU will also emphasize on the product quality of its technologies/ seeds/ propagules.

8.3 Geographical Indications of Goods

The GI Act governs the protection of traditional goods indicated to specific geographical territories/regions. Geographical indications, as a distinct form of IP are not related to private ownership/ usership interest to university but can be of broader relevance. Like trade mark, GI is a form of IPR used in product marketing, but it essentially governs a collective rather than individual right that represents a specific link between goods (whether agricultural, natural or manufactured goods) and place of origin of production. GI is the collective intellectual property of the entire community or society or organization of the geographical region to which the good belongs. However, only the registered users can independently exploit the GI for commercial purposes. Therefore, appropriate promotion of GI registrations of important agricultural goods of specific territories will depend on both collective initiative of concerned potential beneficiaries and the government policy in notification of specific zones for particular goods. RARSs and KVKs of AAU shall identify the GIs in their regions and help to promote for registration. AAU will act as facilitator of GI registration.

8.4 Registration and Use of Designs

8.4.1 Assam Agricultural University may seek Design protection for technologies involving considerations of shape, configuration and pattern under the Designs Act.

8.4.2 A design covers only features of shape, configuration, pattern, ornamentation or composition of lines or colors applied or applicable to an article by any industrial process. The features of the design in the complete article should appeal to and are judged solely by the eye. Thus, design protection is primarily an aesthetic aspect (showcase value) and it does not protect any technical or functional features of the article to which it is applied.

9. TECHNOLOGY TRANSFER/ COMMERCIALIZATION

The technology transfer/ commercialization, costs and pricing of technology, and various aspects of technology licensing will be as per procedure adopted by ICAR Guidelines.

9.1 Technologies

(i) IPR enabled AAU technologies ready for transfer/ commercialization will be given publicity through appropriate means.

(ii) IPR enabled technologies will be transferred for commercial purpose with suitable memorandum of understanding/ agreement or contracts with the concerned parties. Specific terms of licensing can be negotiable.

(iii) Licenses will be case-specific, non-exclusive or exclusive licenses. Appropriate joint commercialization agreements may also be entered into.

(iv) AAU will determine the license fee and royalty and/or sale price of its IPR enabled technologies either on a fixed basis, through negotiations with the licensee, or through an open bidding process as appropriate. Expert opinion and viewpoint together with the following points will be considered in determining the price/license fee.

1. Cost of IPR protection and maintenance.
2. Cost of production and handling.
3. Other institutional costs as appropriate.

(v) The life of an IPR enabled technology in the market will vary and so will be its popularity and sales. The recurring royalties will be mainly based on these factors. Therefore, the modes of payment (license fee and/or royalty) will be on mutually agreed terms with the licensee, and fixed/ determined on a case-to-case basis rather than generalized. The terms of commercialization may also be revised from time to time.

(vi) Normally, non-exclusive licenses will be executed for technologies such as inputs (e.g. variety, biopesticides or bio-fertilizers) so that these can lead to their wider adoption and thereby maximize research benefits to farmers and other end users. There will be flexibility in fixing the license fee for non-exclusive licenses.

(vii) When a technology is licensed through an open tendering/ bidding process it will normally be given to one licensee on exclusive basis. But depending upon the licensee's manufacturing capacity and size of business, other interested parties

from outside the territory of his business/ interest may also be considered if the technology is to be rapidly and widely disseminated. Alternately, a sub-licensing clause will be incorporated, which may require the licensee to share a part of the license fee and/or royalty from any sub-licenses that he/she may enter into.

(viii) Exclusive license will also be issued when (a) an IPR enabled university technology is to be commercialized in foreign countries, or (b) the technology is to be disseminated in difficult areas offering low incentives. As exclusive licenses are preferential, commensurate license fee and/or royalty will be negotiated and settled on mutually agreed terms with the licensee.

(ix) The duration for which AAU will issue licenses will also be negotiated with the licensee and settled on mutually agreed terms.

9.2 Commercialization of Plant Varieties

Based on state and national priorities and issues of food and nutritional security, the university may decide to place a plant variety solely in the public domain or else it may be licensed for commercial use on exclusive or non-exclusive basis. However, registration and protection of all protectable varieties will be ensured under the PPV&FR Act before placing them in public or commercial domain.

9.2.1 Assam Agricultural University may consider any appropriate proposal for the grant of exclusive license to a private seed company or public seed agency for commercialization of its protected plant variety abroad. All such varieties of AAU, which have commercialization potential abroad, shall be licensed under suitable arrangements/ agreement keeping in view the interest of Indian farmers and national priorities.

9.2.2 Advance breeding material or parental lines shall not be transferred/ licensed on exclusive basis. These will first be registered with NBPGR before any material transfer/ licensing agreement is negotiated/ entered into.

9.3 Licensing of Seed and Planting Material

As the AAU technologies like seed and planting/ propagating material have direct impact on the productivity and production in agriculture, their transfer on priority through licensing to various seed producers and distributors shall be facilitated through licensing.

9.3.1 Non-Exclusive Licenses

AAU will provide commercial licenses, preferably nonexclusive licenses, for commercialization of seed/ planting material of registered and protected university varieties to any interested party such as:

- (i) Central and State Departments of Agriculture on national/state basis for

wide dissemination, popularization and public distribution of seeds/ propagules for development and cooperation.

(ii) Public Seed Agencies - National and State Seed Corporations for multiplication and distribution widely.

(iii) Private/ Cooperative seed producers on regional basis for encouraging local multiplication and promoting use of specific varieties.

(iv) Other contracting parties including foreign clients in seed business who may be interested in commercializing university seed/ propagules in other countries. The terms and conditions of the license will include, among other things, securing protection of AAU varieties in the respective countries by the foreign client.

9.3.2 Exclusive Licenses

Exclusive licenses may be given after negotiations and on mutually agreed terms. In the license agreement for an exclusive license, a sublicensing clause will be negotiated /incorporated so that a part of the license fee and/or royalty from sub-licenses granted by the licensee is provided to AAU. Also, negotiation will be undertaken for a time-line for re-negotiation of the license, if needed, which will be recorded in the agreement.

9.3.3 Public Interest License

Those technologies which have direct relevance to farmers, shall be made available free of royalty.

9.3.4 Compulsory Denomination

The university seed and planting/ propagating material shall be licensed under the registered denomination only. The licensee will be required to print the same denomination on the label and to sell the seed/ planting material essentially under that denomination. Subsequently, it shall not be changed by the licensee or by any third party with whom the licensee deals with in that seed.

9.3.5 Use of AAU Mark

Along with the use of registered denomination, all licensees shall be required to use AAU Collective Mark/ Trade Mark on all packets of seed/ propagules of the licensed seed. In this context if the licensee is interested to simultaneously use its own trade mark in the licensed seed, the same can be agreed to.

9.3.6 Seed Quality Assurance

AAU shall provide breeder seed and will lay down the condition before the licensee to maintain the seed quality and purity. However, AAU will not be responsible for the quality of subsequent seed lots produced and sold by the licensee. Thus, the agreement with the licensee shall also have the following clauses.

- (i) Assurance that the licensee will maintain the seed quality and genetic purity of the plant variety licensed by AAU.
- (ii) Disclaimer clause that AAU will not be held responsible for the seed quality/purity of the subsequent seed lots commercialized by the licensee.
- (iii) Indemnity clause that the licensee indemnifies the licensor (AAU) from any legal consequences of his deals in subsequent seed lots of licensed seed / propagules.

9.3.7 Case of Varieties with Joint Ownership

Varieties for which AAU has joint ownership with SAUs/ ICAR/ other, the joint owner will be given the first priority to use the variety for commercial purposes on mutually agreed terms.

9.4 Breeder Seed

- (i) Depending upon the terms and conditions of the license agreement breeder seed will be supplied by concerned institutions only once or recurrently. Subsequent agreement may be made with the licensee for making fresh supply of breeder seed.
- (ii) University shall maintain seed purity and health of all their released / registered varieties and
AAU breeders will maintain and supply the breeder seed of respective registered and protected plant varieties as per license agreements.
- (iii) Breeder seed will be provided to the licensee under the terms and conditions that the licensee (seed agency/ company producing commercial seed of university varieties) will be responsible and liable for maintaining genetic purity of the seed/ propagule and seed quality during the entire term of the license and the licensor will not bear any liability for spurious seed.
- (iv) AAU shall have the right to monitor seed genetic purity of the licensee's seed lots at the cost of the licensee, which will be recorded in the licensing contract.
- (v) On request AAU may provide consultancies to the licensees for technical opinion/ assistance/ advice to maintain the genetic purity and quality of seed / other propagules.
- (vi) A clause will be included in the license agreement to the effect that no plant variety license will be valid unless the licensee agrees to produce and distribute/ sell quality seed in the respective zone mentioned in the license agreement on a regular basis "in sufficient quantities and at a reasonable price".

9.5 License Fee/ Sale Price of Breeder Seed and Royalty

The concerned departments will determine the license fee and royalty and/or

sale price of breeder seed either on a fixed basis, through negotiations with the licensee, or through an open bidding process as appropriate. Expert opinion and judgment together with the following points will be considered to fix the price/license fee.

- (i) Cost of seeking and maintaining the plant variety right of the variety to be licensed.
- (ii) Cost of production, handling and supply of breeder seed.
- (iii) Other institutional costs as appropriate.

9.6 Research Exemption and Benefit Sharing

- (i) There will be exemption for research use of all registered and protected plant varieties and registered genetic stocks of the university.
- (ii) AAU will consider/ discharge any liability of benefit sharing that may be fixed by the PPV&FR Authority under section 26(5) of the Act.

9.7 Records and Confidential Information

- (i) Standard records of genetic stocks at the department/ station along with confidential records (codes), where applicable, shall be maintained in signed and countersigned notebooks/ registers.
- (ii) All confidential information, such as codes, etc., will be kept safely and shall not be revealed by individuals/ institutions except through confidentiality agreements which will expressly mention the purpose for sharing such information and other terms and conditions.

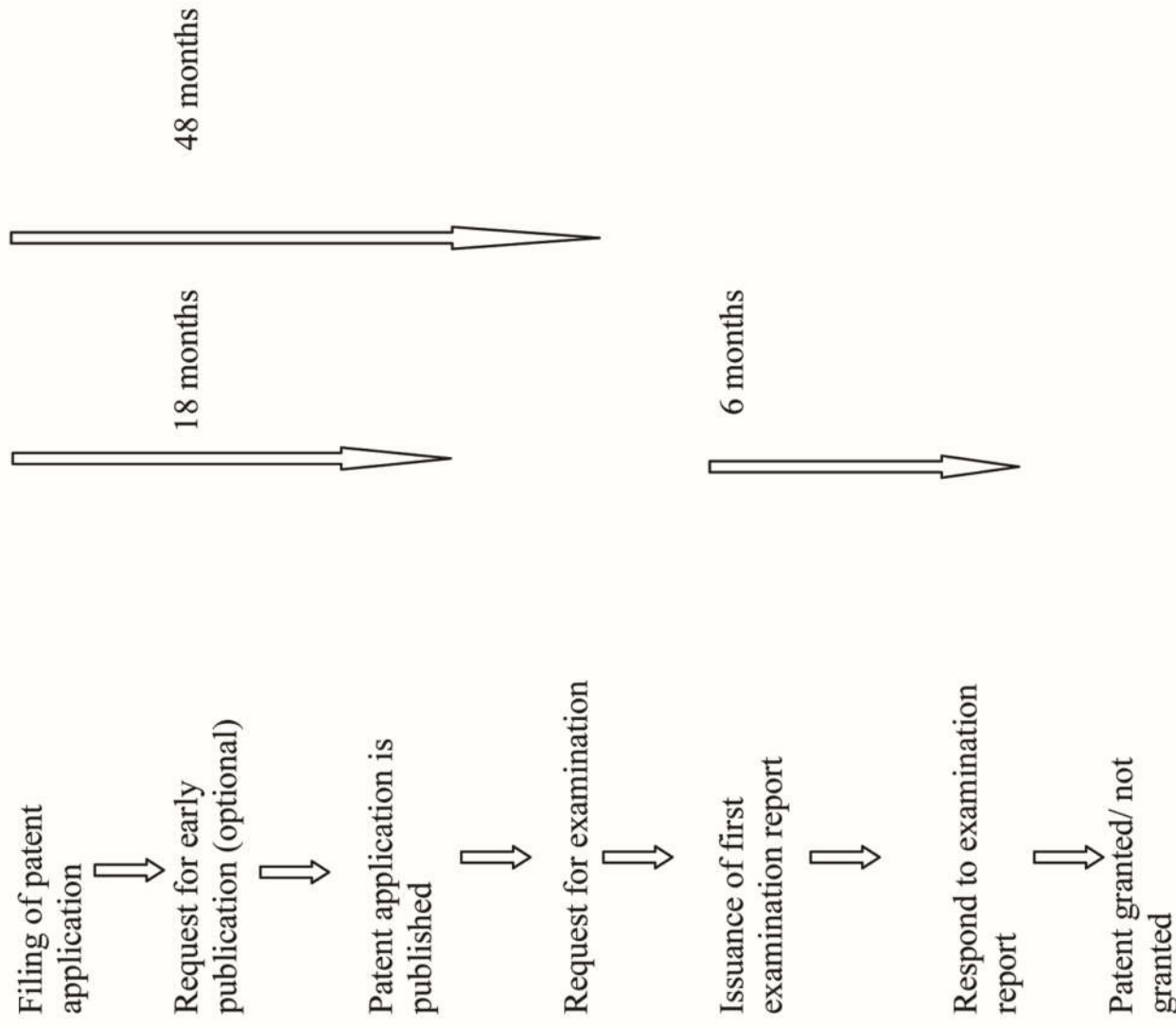
10. PUBLIC-PRIVATE PARTNERSHIP

10.1 Scope and Areas of Partnership

The partnership between AAU and for-profit and not-for-profit private sector organizations will be in all fields of agricultural and allied technologies on mutually agreed terms. The scope of public-private partnership will broadly include the following.

1. Dissemination of IPR enabled agricultural technologies.
2. Joint validation of technologies.
3. Up-gradation/ incubation/ up-scaling for product development or transfer of technologies.
4. Mechanization of production technologies.
5. Cost-effective quality production.
6. Joint exploration of local and global markets for requisite demand.
7. Test marketing of new products and market development.
8. Facilitating access to foreign technology.
9. Training, consultancies, collaborations, contracts, education etc. in mutually identified areas.
10. Identification of other relevant areas of partnership.

Flow chart on patent filing procedure



Plant Variety Protection (PVP) Registration

Reception

To receive application and allot PVP number. Coupon to be issued to applicant. Only completed application with all enclosure, registration fee (non-refundable) with the requisite quantity of seeds in officially sealed packing will be accepted. Vegetatively propagated planting material has to be submitted to respective crop specific DUS centre as per details available on website within 10 days of submitting the application with an exception in case of perennial crops as listed on the website where testing will be on site and no propagating material to be enclosed

PVP application number

Updating of records, PVP application number and printing of acknowledgement

Acknowledgement

Application transferred to concerned Registrar

Examination of Application

Queries raised by Registrar to be issued within 7 days to the applicant for compliance within 15 days. Within next 7 days, the Registrar shall examine the reply and if acceptable, ask for depositing DUS testing fee. If fee not received in 15 days application with seed shall be returned to the applicant

- For application received by hand at HQ/branch offices before noon, acknowledgement can be collected between 5.00 to 5.30 pm in exchanged of coupon

- For application received in the afternoon, acknowledgement can be collected on next working day between 10.00 to 10.30 am

For application received through post/courier acknowledgement shall be posted latest by next working day by dispatch section

Allotment of Registration (REG) number

If the application is accepted, the REG number of the variety shall be informed to the applicant & published in PVJ. REG number shall be the reference number of the variety

Dispatch of seed to DUS centre

Registrar to dispatch seed (in case of vegetative propagated planting material, specific instructions) to concerned DUS centre at least 15 days before the sowing season with the instructions on reference varieties based o database

DUS Testing

DUS centres will test the candidate variety as per DUS guidelines. If at the end of 1st season, it is noted that an essential trait is expressing significant distinctiveness between the locations, then Registrar/nominee along with a representative of the applicant has to visit the sites for consensus decisions during 2nd season

DUS Testing for EDVs

For testing of EDV hybrid/variety DUS characterization done along with original hybrid/variety (initial hybrid/variety) and in case of hybrid EDV, essentially derived parent(s) and original parent(s) for one year at two locations.

Data analysis

After DUS testing, tabulated and certified pooled data from the centres will be submitted to Trgistry by the PI within 4 months after harvest. Registrations to take final decision within next 15 working days on the candidate variety

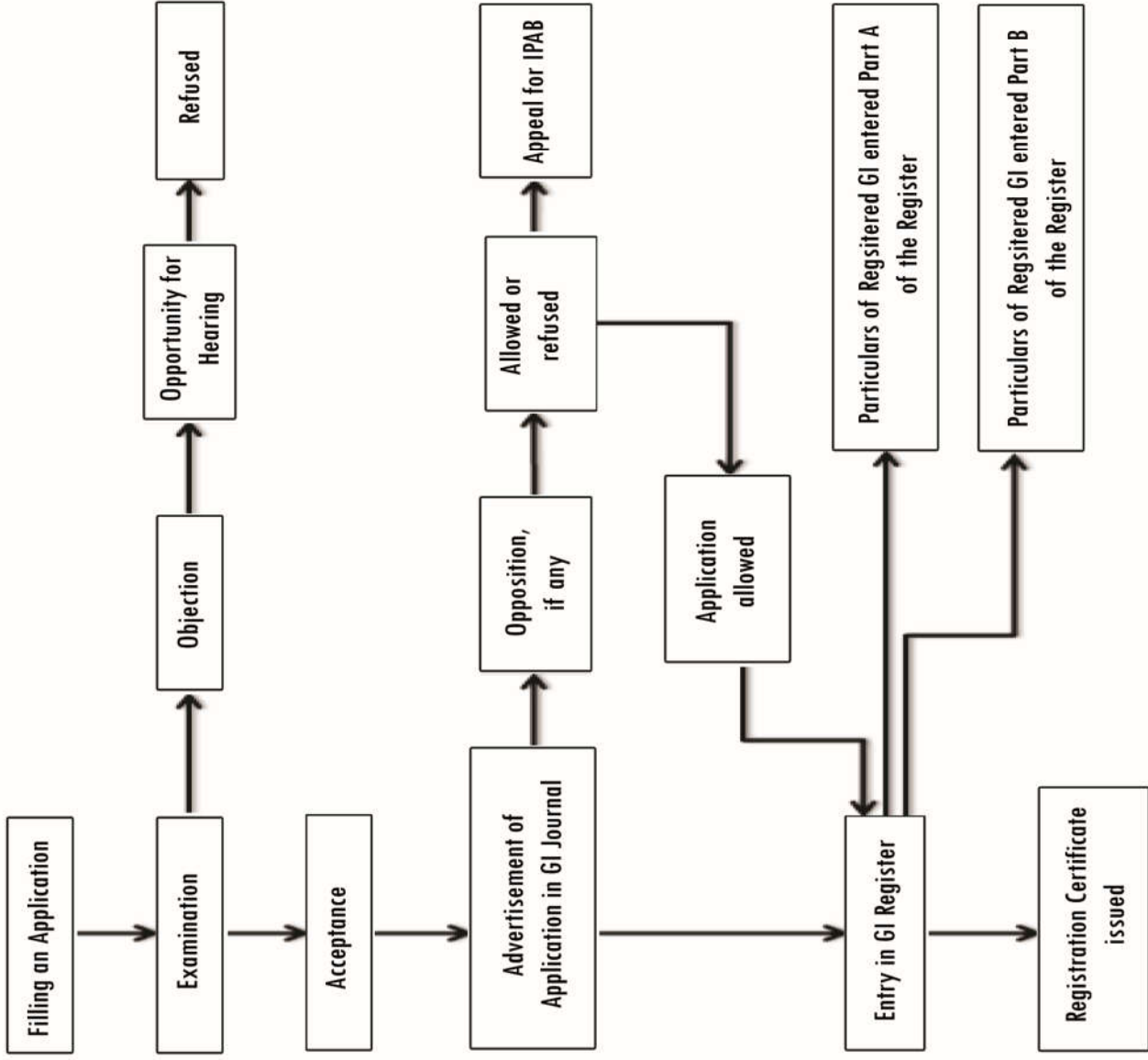
Pre-grant opposition

Published in PV for inviting pre-grant opposition. If no pre-grant opposition received within stipulisted time as per Section 21(2), checklist will be prepared by Registry within 2 weeks and Registration Certificate will be issued to the applicant

Source: PPVFR, New Delhi

Approved on 28.11.2018

Flow chart on GI Registration process



Source : GI Registry, Chennai



-: Office of the Registrar:-

ASSAM AGRICULTURAL UNIVERSITY:: JORHAT-785 013

No. AAU/RG-1.11(74)/2022-23/ _____ Dated ___/___/2022.

NOTIFICATION

In anticipation of the endorsement of the next Academic Council, the Honourable Vice Chancellor, Assam Agricultural University is pleased to approve the revised addition of the 'Assam Agricultural University Guidelines for IP Management and Technology Transfer/Commercialization'. This Guideline will be come in to force with immediate until further notification.

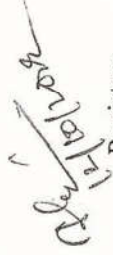
Sd/ T. K. Gohain, ACS,
Registrar,
Assam Agril. University
Jorhat – 785 013.

Dated 13/10/2022.

No. AAU/RG-1.11(74)/2022-23/ 14,345-780

Copy for information and necessary action :

1. The Secretary to the Hon'ble Vice Chancellor, AAU, Jorhat.
2. The Dean, Faculty of Agriculture/Veterinary Science/Community Science/ Fisheries Science, AAU, Jorhat/Khanapara/Raha, Nagaon.
3. The Director of Research (Agri.)/ (Vety.)/ Extension Education/Post Graduate Studies/Physical Plant/Students' Welfare, AAU, Jorhat/ Khanapara.
4. The Associate Dean, BNCA/LCVSc/SCS College of Agriculture/, AAU, Bisvanath Chariali/North Lakhimpur/Rangamati, Dhubri.
5. The Comptroller/Deputy Comptroller, AAU, Jorhat/Khanapara.
6. The Chief Librarian, Rev. B.M. Pugh Library, AAU, Jorhat.
7. The Centre Director, DBT-AAU Centre, AAU, Jorhat
8. The All Chief Scientist.
9. The All Senior Scientist & Head, K.V.K.
10. The Chief Scientist, IFS/AICRP on Water management, AAU, Jorhat.
11. The Medical Officer/Senior Estate Officer, AAU, Jorhat.
12. The All Head of the Departments, AAU, Jorhat.
13. The In Charge, Fisheries Research Centre, AAU, Jorhat.
14. The Farm Manager, ICAR Farm, AAU, Jorhat.
15. Dr. Ananta Saikia, Professor, Dept. of Horticulture & Web Master, AAU, Jorhat.
16. Mrs. Gargi Sarma, Member-Secretary, IPR Cell, AAU, Jorhat.


Registrar,
Assam Agril. University,
Jorhat – 785 013.

TECHNOLOGY DISCLOSURE FORM (CONFIDENTIAL FORM)

Date of submission

The inventor is requested to fill up the following form while submitting an application for filing a patent application by ASSAM AGRICULTURAL UNIVERSITY.

[General patent Information: In order to obtain patent protection, your invention must demonstrate the following:

New (or novel): The invention must be new, that is, it has not been previously used, sold or described publicly.

Usefulness: The invention must have industrial applicability.

Non-obvious: The invention must not be obvious to a person skill in the art].

1. Title of the invention:

2. Name of the inventors including faculty, students and staff:

[Note: Please include the names of all co-inventors. Co-inventors is any individual who has conceived or contributed to an essential element of the invention, either independently or jointly with others, during the evolution of the technology or reduction to practice]

Inventor: Name... ..

Designation:

Department:

Phone/Fax/e-mail:

Home Address:.....

Inventor: Name... ..

Designation:

Department:

Phone/Fax/e-mail:

Home Address:.....

Inventor: Name.....
Designation:
Department:
Phone/Fax/e-mail:
Home Address:.....

Inventor: Name.....
Designation:
Department:
Phone/Fax/e-mail:
Home Address:.....

(Please add additional names if needed)

3. Source of funding for the project:

Institute funding/industry funded/Govt. aided/consultancy-with or without prior contractual agreement/any other

4. Is the work bound by any agreement/contract/MOU? Yes / No

 If yes please give details

5. Is the patent (to be filed) for a process or product?

6. General area of the patent application to be filed:

7. Description of the invention (not more than 200 words)

[Note : In describing the technology, please provide when possible, information covering the following points:

- a. The general purpose of the invention:
 - b. Technical description
 - c. The advantage and improvements over the exiting methods, devices or materials; and
 - d. The economic potential or commercial applications for the technology
 - e. The problem for which solution was researched
8. Origin of idea/ invention: who and when?
9. Details of students/ staff who participated in the invention but are not inventors:
- Name / degree registered for

- Name / degree registered for
- Department / roll no.....
- e-mail.....
- Home Address.....
- Signature.....

- Name / degree registered for
- Department / roll no.....
- e-mail.....
- Home Address.....
- Signature.....

- Name / degree registered for
- Department / roll no.....
- e-mail.....
- Home Address.....
- Signature.....

- Name / degree registered for
- Department / roll no.....
- e-mail.....
- Home Address.....
- Signature.....

(Please add additional names if needed)

10. Any help received from others in conception of the idea?
11. Date of start of the project:
12. Background of research and prior art
[Please describe the information obtained through literature search details on existing public knowledge in the concerned field. Include journals and other publications and relevant patent database]
13. Has the work been displayed anywhere?
14. Has the work been reported/published/presented anywhere? If yes, furnish details.

15. Has any related patents been filed by the inventor earlier?
16. Unique features about the work done with respect to prior art the satisfy patentability criteria
 - a. Is the work a mere extension of common knowledge?
 - b. Has the work filled a major gap in prior art? If yes, a brief description of gap.
 - c. Any environmental issue?
 - d. What aspect of the invention needs protection?
17. Has the work been systematically and chronologically documented? How?
18. Commercial aspects of the invention/technology developed:
19. Any costing of the product/process/invention been done?
20. Any industries/companies interested in licensing the work [List any companies which you believe may be interested in your invention]
21. Is the work
 - a. Completed and results validated?
 - b. At a basic conceptualization stage?

I/We hereby declare the all statements made herein of my/our own knowledge are true and that all statements are believed to be true [to be signed by all inventors]

Inventor	Signature	Date
Inventor	Signature	Date
Inventor	Signature	Date

Countersigned by Competent Authority

Material Transfer Agreement

Agreed between

A unit of the Assam Agricultural University (AAU), Jorhat - 785013, being the first Party (Provider of the Material)
And¹

Being the Second Party (Recipient of the Material)

For the Supply/Exchange/Transfer of Biological/ Non-biological material ²

Within India, not covering persons as described in Section 3(2) of the Biological Diversity Act, 2002 (18 of 2003) (BDA).

Within India, wholly or partly covering persons as described in Sec. 3(2) of BDA.

Outside India, with Members of the International Treaty for Food and Agriculture (ITPGRFA), and wholly or partly covering persons as described in Sec. 3(2) of BDA.

Outside India, with Non-Members of ITPGRFA, and wholly or partly covering persons as described in Sec. 3(2) of BDA.

AS follows:

Recipient Name :

Recipient Institution :

Organization/ Agency :

Centre :

Recipient Full Address with PIN Code :

Phone number :

Fax :

Email :

Nature of activities :

Nature of material (specify)³ :

Supply made through : AAU Jorhat

For Official Use of Supplier 1. If biological material, Species name, common name, etc.

2. Accession Number

3. Short Description of the Material

¹ Mention Name and address of the Second Party

² Tick mark the appropriate box

³ Specify the type of material involved for supply/transfer e.g. seed, tissue culture, DNA etc.

I/We agree to abide by the following terms of the MTA and certify that:

- i) The MATERIAL(S) transferred herein as above shall be used only for the purpose of research under my/our direct/close supervision and will not be used for commercial purposes or profit making whatsoever, without prior written approval of the AAU. The recipient (Second party) agrees to provide a concept note of research project in which the MATERIAL(S) will be used, including the manner in which to be used. The recipient agrees to cease any use of the material in case of suspension of research project at the instance of either party or due to factors beyond the control of either party. Upon such suspension of further research work, both parties will mutually agree for adopting a suitable provision for their preservation. In case of failure of the parties to arrive at an agreement, the materials including derivatives will be destroyed upon 90 days notice from AAU.
- ii) All information and material supplied by AAU shall be deemed to have been disclosed or provided to the recipient in confidence. The recipient agrees to preserve the confidential status of the material and information.
- iii) The germplasm MATERIAL(S) or its (their) part(s), components or derivatives (including live or dead tissue/DNA) that can be used to retrieve whole DNA/fragment or sequence or any other genetic information shall not be distributed or transferred to any third party, except those directly engaged in research under direct supervision of the recipient (Second party), without prior written approval of the AAU.
- iv) Any development of commercial product based on research on the transferred material shall not be undertaken without written consent of AAU. Modalities of undertaking any such work will be worked out before its conduct.
- v) If any third party is to be associated for any commercial development arising out of the material accessed, permission from AAU shall be sought.
- vi) The recipient agrees to acknowledge explicitly the name, original identity and source of the material, if used directly or indirectly, in all research publication (s) or other publications, such as, monographs, bulletins, books, etc. and shall send a copy of each of the publications to the supplier of the material (AAU).

Intellectual Property

- vii) The recipient agrees to supply the feedback information on the performance/ utilisation/ research outcome of the material(s) to AAU.
- viii) The recipient agrees not to claim any intellectual property right over the MATERIAL(S) received including its related information and knowledge without prior written approval of AAU.

ix) The intellectual property protection or benefit sharing in respect of derivatives of the material(s) received/accessed, where applicable, shall be as per the Indian IPR/Biodiversity laws.

x) The recipient agrees to hold the entire responsibility for the quarantine/SPS clearance of the material accessed as specified herein above. The recipient shall abide by the biosafety guidelines of ----- (Name of the importing country/ organisation) and shall not hold AAU responsible for any identity/ quality/ viability/ purity/ quarantine/ biosafety related or any other related matter/hazard that may be attributable to the release of genetic material/resource accessed as specified in this Agreement. The recipient agrees to hold entire responsibility for the importer/ indenting country's biosafety and other related hazards due to release of genetic material. The recipient agrees waive all claims against AAU and to defend and indemnify AAU from all claims and damages/recoveries arising from the use, storage or handling of the material.

xi) The recipient also agrees that the material is for experimental use and is being supplied without any warranties, whatsoever.

xii) This MTA is non-assignable. The recipient agrees to abide by any other conditions that may be set in and conveyed to them from AAU in respect of this germplasm access/exchange or any Law, Rules, Regulations, etc. enacted by Government of India from time to time.

xiii) In case of any dispute between the parties to this MTA, the dispute shall be referred to the Sole Arbitrator to be appointed by the Registrar, AAU. The Decision of the Sole Arbitrator shall be final and binding on the Parties. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be in Jorhat.

AGREED

RECIPIENT

Authorised Officer's

Name:

Designation:

Organization/Institute/University Address:

Signature:

Date:

Recipient Scientist/Person's

Name:

Designation:

Organization/Institute/University Address:

Signature:

Date:

AGREED RECIPIENT	PROVIDER
Authorised Officer's Name: Designation: Organization/Institute/University Address: Signature: Date:	Authorised Officer's Name: Designation: Organization/Institute/University Address: Signature: Date:
Recipient Scientist/Person's Name: Designation: Organization/Institute/University Address: Signature: Date:	Recipient Scientist/Person's Name: Designation: Organization/Institute/University Address: Signature: Date:

DEFINITIONS

Extract from Section 3(2) of BDA-2002-

- a) a person who is not a citizen of India;
- b) a citizen of India, who is a non-resident as defined in clause (30) of Section 2 of the Income-Tax Act, 1961 (43 of 1961);
- c) a body corporate, association or organisation-
 - (i) not incorporated or registered in India; or
 - (ii) incorporated or registered in India under any law for the time being in force which has any non-Indian participation in its share capital or management.