

## Standard Operating Procedure (SOP) for GSFC University IPR Policy Implementation

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## **Preamble:**

This Standard Operating Procedure (SoP) has been formed in accordance with GSFC University IPR Policy and Student Startup Innovation Policy (SSIP), GoG. This SOP will outline the procedure for the protection and exploitation of Intellectual Property (IP) arising from innovation/research projects undertaken by Students/Innovators/Faculty/Startups/Employees or those employed by external organizations using GSFC University/GUIITAR Council resources.

The policy of the GSFC University is to encourage the generation of IP that has a potential value in both service and financial terms. The University has a responsibility to ensure that innovations, including advances in equipment, product development, materials, design, working practices, process and services are disseminated as widely as possible for the benefit of Society/Industry. Depending on circumstances, this may be achieved either by putting the IP in the public domain or by encouraging commercial exploitation.

The IP Laws bequeaths such rights on the creator or owner only when the Intellectual Property is innovative, novel, distinctive and/or industrially applicable. It should be kept in mind that the protection for Intellectual Property Rights granted by any particular country under their IP Law is country centric, that is to say, a creator has to apply for protection in each country he/she wishes to get such protection. Such rights are conferred to facilitate advancement and reward originality by offering exclusionary rights to the creator or inventor against any misappropriation or use of work without his/her prior knowledge, though to maintain an equilibrium, the law grants such rights for limited duration of time. To put it in other words intellectual property rights protects individuals' intangible assets by protecting privileges attached to such creations which rightfully is owned by the creator or owner and simultaneously encourages and motivates for Research and Development as well as it secures credibility in commercial transactions by assuring authentication of products. The IP Laws endow creator or the owner with the exclusionary rights of using it as he/she wishes with the exclusion of others. The creator can rent, sell, assign, modify or use his/her creation in whatever manner they wish to.

In order to retain novelty, and to maintain the possibility of IPR, invention details must not be published or disclosed to any third party without Non-Disclosure Agreement being agreed and signed by all parties.

## General Terms & Condition

1. Beneficiary can be student of GSFC University or alumni up to 5 years based of Gujarat can apply for reimbursement (as per Annexure 1, 2, 3, 7, 9 & 10) under the SSIP support. GSFC University employees can also be a beneficiary of the IPR Policy where funding support will be provided by GSFC University/sponsored agency to protect IPs.
2. Members of IPR Scrutiny Committee (IPRSC) are required to sign Non-Disclosure Agreement (NDA) with GSFC University to maintain secrecy of discussed inventions during screening (as per Annexure- 4).
3. Beneficiary are required to represent and show case their idea/project/design/creations along with required details to IPRSC and once the IPRSC approves the potential ideas/project/design/creations for Patent/Trademark/Design/Copyright/Plant Variety/Semiconductor Integrated Circuit Layout-Design protection further it will go through the University Level Startup Committee (ULSC) for financial approval. For the execution of this policy, GSFC University is not going to assign the work for IP filing and prosecution to GSFC University IP Facilitators, instead GSFC University asks the beneficiary to select the appropriate IP Facilitator from the list of GSFC University IP Facilitators based on their education qualification, field of work, experience, expertise, location etc. and contact him/her directly for searching, drafting and filing of IP application.
4. GSFC University IP Facilitator list is prepared based on eligibility of IP Facilitator for Patent/Trademark/Design/Copyright/Plant Variety/Semiconductor Integrated Circuits Layout – Design filing, it will be responsibility of beneficiary to check the selected IP Facilitator is legally eligible for the filing of Patent/Trademark/Design/ Copyright/Plant Variety/Semiconductor Integrated Circuits Layout – Design filing, and select accordingly (as per Annexure-5).
5. GSFC University IP Facilitators are required to duly sign and submit the hard copy of Non-Disclosure Agreement (NDA) between GSFC University and IP Facilitators (as per Annexure-6), so as to maintain the secrecy of all inventions for which they are going

- to get work through GSFC University/GUITAR Council under this policy. (One time activity). The responsibility for its timely execution is of GSFC University IP Facilitator.
6. Beneficiary has to share the selection results of the IPRSC and ULSC conveyed through email as a proof to the IP Facilitator, *FACILITATOR HAS TO START THE WORK FOR SEARCHING, DRAFTING AND FILING ONLY ON ITS RECEIPT.*
  7. Only ideas/projects which are screened and passed by IPRSC and ULSC will get benefits of this IPR Policy.
  8. If any IP Facilitator has filled Patent/Trademark/Design/Copyright/Plant Variety/Semiconductor Integrated Circuits Layout – Design application for any idea/project/creation which was not approved by IPRSC and ULSC, then to such persons or IP Facilitators the benefits under this policy will not be given.
  9. If any beneficiary is unable to select a proper IP Facilitator for Patent/Trademark/Design/Copyright/Plant Variety/Semiconductor Integrated Circuits Layout – Design filing, such innovator/applicant can contact the GSFC University IPR Centre, and IPR Centre will provide at least THREE names of Facilitators and the innovator/applicant may finalise any name from such given recommendations.
  10. There is no limitation or restriction for selection of any IP Facilitator, but GSFC University recommends beneficiary to work with Gujarat based IP Facilitator, for easy of communication and work.
  11. Non-Disclosure Agreement (NDA) between GSFC University IP Facilitator and innovator/applicants (As per Annexure-7) of an invention/project/creation (separately for each project) is required to be properly executed **BEFORE** start of any project and before beneficiary discusses their invention/project/creation with IP Facilitator. One signed copy of the same is must require to be given to the applicant. The responsibility for its timely execution and delivery is assigned to GSFC University IP Facilitator.
  12. It will be responsibility of GSFC University IP Facilitator to get a full invention/project/creation disclosure and other technical details from beneficiary

with required number of counselling's in physical or electronic mode, before they actually perform the Drafting and Filing of an application under this scheme.

13. For project and inventions which are cannot be Patent/Trademark/Design/Copyright/ Plant Variety/Semiconductor Integrated Circuits Layout – Design registered due to lack of novelty or any other required criteria, for them no further financial assistance will be provided under this IPR policy.
14. GSFC University IP Facilitator is MUST require to get reviewed the draft application they prepared from the beneficiary BEFORE they actually files/submits them to Patent/Trademark/Design/Copyright/Plant Variety/Semiconductor Integrated Circuits Layout – Design office. A written consent at each stage is MUST from beneficiary towards the satisfactory and quality drafting by GSFC University IP Facilitator, which requires to be submitted for bill processing. A proforma for the same is given in Annexure-8 & 9. In cases of not submitting such notes, bills will not be processed for further payment.
15. There are no limitations or restrictions towards beneficiary for the number of reviews they are requiring from IP Facilitators to finalize complete draft before filing to Patent/Trademark/Design/Copyright/Plant Variety/Semiconductor Integrated Circuits Layout – Design office.
16. GSFC University may regulate the principles of ownership of IP Rights and profit sharing based on GSFC University IPR policy, employment contracts and other contractual arrangements. IPRSC & ULSC will finalize the IP Rights and profit sharing based of IPR policy, employment contracts and other contractual arrangements of GSFC University.
17. To acknowledge the contribution and support given by GSFC University, GUITAR Council and SSIP for filing Patent/Trademark/Design/Copyright/Plant Variety/Semiconductor Integrated Circuits Layout application, inventors/applicants are must require to mention the name of GSFC University, GUITAR Council and SSIP in appropriate medium in IP Application.

18. The cost associated with renewal and maintenance of granted/registered, Patent/Trademark/Design/ Copyright/ Plant Variety/Semiconductor Integrated Circuits Layout – Design has to be borne by beneficiary.
19. All the GSFC University IP Facilitators are recommended to file applications online using their own digital signature.
20. If it comes to notice of university that the work carried out by any IP Facilitator is not of appropriate quality, than GSFC University may take disciplinary action against such IP Facilitator. University may cut his/her payment for the provided service or university may remove his/her name from the list of GSFC University IP Facilitators.
21. GSFC University IP Facilitators (or inventor/applicant in case they are filing on their own) are required to submit the attested copy of all documents and applicable annexures in HARD COPY to IPR Centre, GUITAR Council, GSFC University, for the work they have finished and submitted/uploaded to Patent/Trademark/Design/ Copyright/Plant Variety/Semiconductor Integrated Circuits Layout – Design office along with fees payment receipt and allotted Patent/Trademark/Design/Copyright/ Plant Variety/Semiconductor Integrated Circuits Layout – Design application number for bill processing.
22. Apart from hard copy submission of documents to IPR Centre, GUITAR Council, GSFC University, submission of all those documents in SOFT COPY via email ([guiitar@gsfcuniversity.ac.in](mailto:guiitar@gsfcuniversity.ac.in)) to IPR Centre, GUITAR Council, GSFC University is also must require by IP Facilitator, only hard copy submission will not be enough and eligible for bill processing or reimbursement in phase wise manner towards provided services.
23. GSFC University promotes the working of individual Patent/Trademark agents as GSFC University IP Facilitator apart from registered established Law Firms and other similar agencies with Patent/Trademark agents. And for the same, if any individual Patent/Trademark agent's do not having his/her bill book, to claim for services he/she had provided, they may submit a simple bill note to IPR Centre, GUITAR Council, GSFC University, with details about the phase wise work they have completed along with other required documents/details. Based on the same GSFC

- University will process their bill note, and pay remuneration for their given services under GSFC University IPR policy.
24. Payment towards the service of IP Facilitator will be made only after completion of phase wise work, no payment will be made for partial completion of work, and neither any advance payment will be made for any tasks.
  25. The IP Facilitator himself has to pay for government fees associated for application, later on IPR Centre, GUITAR Council, GSFC University will reimburse the same to IP Facilitator on submission of required documents to IPR Centre, GUITAR Council, GSFC University (as per Annexure-10).
  26. GSFC University will make phase wise payment, first payment on application submission and second payment after completion of prosecution for stated IP registration including of replying to examination reports, preparing for hearing notice, attending hearings, till issuance of grant/registration certificate/final decision by the respective IP Office.
  27. For any invention, if any GSFC University IP Facilitator deny to work ahead due to specified reasons, then in such situation the work from particular point onwards can be transferred to another GSFC University IP Facilitator by innovators or GSFC University with pre communication and approval, and payment will be made according to this policy for remaining phases of the work.
  28. The cost for submission of hard copy to IPR Centre, GUITAR Council, GSFC University has to be borne by GSFC University IP Facilitator (or inventor/applicant in case they are filing on their own).
  29. The charges (as per the Annexure -10) are only for the filling to grant without any objections by third party.
  30. In case of any objection raised by third party, beneficiary has to proceed as per guidance of their IP Facilitator, and any cost involved for the same is to be borne by beneficiary, it will not be covered under GSFC University SSIP fund.
  31. If applicant wishes, Expedited process of an application for the registration has to be done by Facilitator at no additional professional fees, the government fees for the same has to be paid by an applicant.

32. Expenses like preparing and providing CDs or any other medium, courier or others which is necessary under law, if any shall be borne by applicant.
33. Any expenses related to affidavit or notarisation preparation is to be borne by applicant.
34. No TA/DA will be provided for hearing to the IP Facilitator in cases of web hearing.
35. In case if it requires a physical hearing to be attended at Patent/Trademark/Design/Copyright/ Plant Variety/Semiconductor Integrated Circuits Layout – Design office, any cost related to traveling/daily allowance of IP Facilitator is to be borne by applicant.
36. IPR Centre, GUITAR Council, GSFC University will verify the submitted bill, documents and other details and then will make the payment.
37. A minimum of ONE months' time period will be taken for the credit of amount to IP Facilitator's account via online payment, after submission of documents and bill/bill note.
38. GSFC University will not pay any additional taxes for any services, beyond the basic rate towards any additional tasks as performed by IP Facilitator. GSFC University will make payment, after deduction of any prevailing taxes, (if applicable).
39. No additional payment will be made/fees to be charged by IP Facilitator for timely submission of other forms, for which no fees is required to be paid by applicants under the provisions of existing Patent/Trademark/Design/Copyright/Plant Variety/Semiconductor Integrated Circuits Layout – Design act and rules.
40. No support for provisional patent filing will be made through this support system, only complete patent filing will be supported.
41. If anyone comes after provisional patent filing for the complete application filing, then on the approval of IPRSC and ULSC further support will be provided.
42. Cost for early publication of the patent application is to be borne by the applicant; it will not be covered under this guideline and process.
43. Additional cost for the Expedited examination based patent filing; the additional cost will be required to be borne by the applicant.



44. The GSFC University IP Facilitator is required to submit the Bill/Bill note, along with other required documents to following address, with heading of cover as “Financial Assistance Towards Filing of Patent/Trademark/Design/ Copyright/ Plant Variety/Semiconductor Integrated Circuits Layout – Design Under SSIP Scheme”

Intellectual Property Rights (IPR) Centre

GUIITAR Council,

GSFC University,

Vigyan Bhavan, P.O. Fertilizernagar,

Vadodara-391750, Gujarat, INDIA

45. In any situation, which is not covered here, or in cases of any conflicts, the decision of GSFC University will remain final and binding to all IP Facilitators and beneficiaries of this IPR Policy.

46. GSFC University reserves the right to modify the terms, conditions and working of this IPR Policy without prior notice to any parties.

47. All disputes are subject to jurisdiction of Vadodara, Gujarat.

## Intellectual Property Rights (IPR)

### Invention Disclosure Form (IDF)

- I. TITLE OF THE INVENTION:** *(Title of the invention should be brief, concise and should reflect your invention and should not exceed 15 words.)*

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- II. CONTACT INFORMATION:** *(Full name with official address as well as permanent address should be indicated in the form.)*

1. Details of the main inventor:

Full Name	
Semester, Division, School, University	
Enrollment No./Employee Id	
Current Address with Pincode	
Permanent Address with Pincode	
Citizenship	
Mobile No	
Email id	
Passport size photo	

2. Details of the additional inventors:

Full Name	
Semester, Division, School, University	
Enrollment No./Employee Id	
Current Address with Pincode	
Permanent Address with Pincode	
Citizenship	
Mobile No	
Email id	
Passport size photo	

Full Name	
Semester, Division, School, University	
Enrollment No./Employee Id	
Current Address with Pincode	
Permanent Address with Pincode	
Citizenship	
Mobile No	
Email id	
Passport size photo	

3. To whom communication has to be sent for IP filing/update (Name, Address with Pincode, Telephone No, Mobile No, E-mail Id, etc):

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### III. INFORMATIONS FOR PATENT

1. **Field of the invention:** *(The inventor should provide briefly about the field(s) of invention (i.e.) in which field the invention relates to.)*

2. **Novelty of the invention:** *(The inventor should list the novel features of the invention which overcomes the drawbacks of the existing product/process.)*

3. **Innovative features:** *(The inventor should list the features which is not available in the existing (previous) products/processes.)*

4. **Abstract of the invention:** *(The abstract should contain the technical features and the economic significance of the invention and should not be more than 200 words.)*

5. **Background of the invention:** *(The background (history of the particular product/process developed so far) should be provided in detail.)*

6. **Existing state-of-art related to the invention (Includes Patent, Literature Searches, etc):** *(Give the details of various invention/journals/public disclosures which are carried out before your invention.)*

7. **Drawbacks of the existing state-of-art and how the drawbacks have been overcome and advantages of your invention:** *(Indicate the drawbacks of the existing (previous) product/process and how your invention is overcoming the problem in the drawbacks.)*

8. **Detailed description of the invention with drawings (If any):** *(This section should be as exhaustive as possible and should give details about the specifications, performance, characteristics, limitation, working principles, design/ construction,*

*method of construction/ process/ manufacture, results and discussion etc. Relevant drawings (Line diagram), flowchart, circuit details should also be mentioned.)*

9. Industrial applications of the invention:

10. List of keywords (in capital letters) relevant to the invention:

#### **IV. FUNDING SUPPORT FOR THE INVENTION**

1. Sponsoring agency:

- a) Whether the invention developed under any project funds: YES/NO
- b) If yes, name of the funding agency along with the reference No and Date:

(Please enclose the first approval letter from the Agency)

#### **V. PUBLIC DISCLOSURE**

Whether the invention has been described or discussed in any journals, abstracts, papers, conferences, oral presentations, news, thesis or other mediums?

YES/NO, If Yes than give details:

#### **VI. USE OF PROPRIETARY MATERIALS**

1. Indicate whether any part of the invention is based on the proprietary material(s) or special technique(s) obtained from a third party (such as a company or another institution):

YES/NO, If Yes than give details:

2. Indicate whether any biological materials is used: YES/NO/NA

a. If yes, please provide the details of the biological resources/ or associated knowledge used in the invention:

b. If yes, please mention the geographical location from where the biological resources used in the invention are collected:

3. Have you deposited the biological materials (if any) in an International Depository Authority (IDA)?

YES/NO/NA, (If yes give the details).

a) Name and address of the International Depository Authority:

b) Date and number of deposition of the Biological material(s):

## VII. MARKET EVALUATION

1. Whether your invention is concept only, working in Lab, about to complete, developed fully, commercialized).

2. List the products or process that competes with your invention.



3. Suggest few companies (along with their complete contact details including mobile no and email id), which may be interested in your invention?

4. Approximate commercialization value of your invention:



**VIII. INFORMATION FOR INDUSTRIAL DESIGN**

1. Title of the invention:

2. Novelty of the invention:

3. Innovative features:

4. Photographs / Drawings of the article in seven views (front, rear, top plan, bottom plan, left and right side elevation and isometric), (Two copies of each view and preferably color copy if prototype developed).



**IX. INFORMATION FOR COPYRIGHT FILING**

1. Type of creation (Please tick ✓)

<input type="checkbox"/>	Literature Works
<input type="checkbox"/>	Dramatic Works
<input type="checkbox"/>	Musical Works
<input type="checkbox"/>	Artistic Works
<input type="checkbox"/>	Audio Recording or Music Album
<input type="checkbox"/>	Literary or Artistic work in relation to any goods or services
<input type="checkbox"/>	Cinematographic work
<input type="checkbox"/>	Computer software or program

2. Provide brief description of the functionality/use of your creation:

3. Whether the work is published or unpublished:

4. Language of the work:



**X. INFORMATION FOR TRADEMARK REGISTRATION**

1. Name of the Trademark:

(Provide exact name which has to be trademarked)

2. Logo to be Trademarked:

(Provide correct aspect ratio, size, colours of logo, etc, which has to be trademarked)

3. Trade Description: (please tick  appropriate trade of yours)

<input type="checkbox"/>	Goods
<input type="checkbox"/>	Services

4. Please explain the type of Goods or Services:

5. Date of Trademark first used:

## **XI. Information for Plant Variety**

### **1. General Information of the Candidate Variety.**

Common name of the Crop:  
Botanical Name:  
Family:  
Denomination (in block letters):

### **2. Type of Variety (see chapter III of the Protection of Plant Varieties and Farmers' Rights Authority, 2003.**

New Variety/Extant Variety:

### **3. Classification of the Candidate Variety.**

Typical Variety/Hybrid Variety/Transgenic/other (Specify):

### **4. What is (are) the Distinctness Uniformity Stability feature on the basis of which registration is sought. Explain in detail the group characters (see specific guidelines for details). Attach 'Technical Questionnaire' sheet with all needed details duly signed with seal.**

### **5. If new variety is a transgenic attach clearance on Bio-safety from Ministry of Environment and Forests.**

### **6. Details of all other earlier applications made on the candidate variety in convention countries or other countries (if applicable).**

Variety denomination:  
Nature of right applied for: Plant Breeder's or Rights Patent  
Filing Details:

### **7. Has the candidate variety been commercialized or otherwise exploited?**

Yes/No:  
If yes provide details

### **8. If the candidate variety is a hybrid, state whether all the parental lines required for the repeated propagation of the hybrid are bred exclusively by the applicant(s).**

Yes/No:

9. State if any Farmers' Variety or Variety of Common Knowledge or variety in public domain is used as parental line for the repeated propagation of the hybrid.

Yes/No:

10. The Protection of Plant Varieties and Farmers' Rights Act, 2001 provides access to benefit sharing to farmers who have conserved the genetic resource that has contributed towards variety development. In this particular case what sort of farmer/community recognition the Applicant has planned?

11. In case exotic germplasm was used in the derivation of the variety or hybrid, give details.

12. General Information of the Essentially Derived Variety.

13. Other details.



**XII. Semiconductor Integrated Circuit Layout-Design**

1. Classification of the semiconductor integrated circuit

Structure/Technique/Function:

2. Brief description of the layout-design

3. Whether the layout-design has been commercially exploited

Yes/No:

4. If answer is yes for 3, please share details

Place/Country:  
Date: DD/MM/YYYY

5. Drawings/photograph

6. Semiconductor integrated circuits

Where an integrated circuit (IC) has been made using layout-design applied for registration:

### **XIII. SIGNATURE**

I/We the undersigned Inventor(s), through my/our activities at GSFC University/GUIITAR Council, hereby, declare that any information pertaining to the above furnished inventions, ideas, trademarks, copyrights, designs, etc. are results of my/our true works. I/We acknowledge that Intellectual Property Rights Centre (IPR Centre), GSFC University, Vadodara is accepting this information for review purposes only. I/We also understand that any comments, suggestions, reports, etc. which I/We will receive review based upon this analysis is neither meant nor understood to be a conclusive legal opinion. Further, I/We agree that IPR Centre, GSFC University, Vadodara cannot be held responsible for acceptance or rejection or any other office actions of my/our inventions, creations, copyrights, trademarks, designs, plant variety and semiconductor Integrated Circuit Layout-Design by appropriate authorities. Hereby, disclose this "Invention" to the IPR Centre, GSFC University, Vadodara on the date signed below. I/We understand that my/our obligations regarding this Invention are governed by the GSFC University "IPR Policy".

**Name:**

**Signature:**

**Date:**

**Name:**

**Signature:**

**Date:**

**Place: GSFC University, Vadodara, Gujarat**

Please submit the completed Invention Disclosure Form and Signature Page signed by all inventors and a soft copy to

CEO,  
GUIITAR Council,  
IPR Centre, GSFC University,  
Vigyan Bhavan,  
P. O. Fertilizernagar,  
Vadodara-391750

**NOTE:**

For Patents:	Fill section I, II, III, IV, V, VI, VII and XIII only
For Industrial Designs:	Fill section I, II, VIII and XIII only
For Copyrights:	Fill section I, II, IX and XIII only
For Trademarks:	Fill section I, II, X and XIII only
For Plant Variety:	Fill section I, II, XI and XIII only
For Semiconductor Integrated Circuit Layout-Design	Fill section I, II, XII and XIII only

In case of any further clarifications email us at [guitar@gsfcuniversity.ac.in](mailto:guitar@gsfcuniversity.ac.in)

### Prior Art Search Report for Patent

<b>Inventor Name(s)</b>	1. 2. 3.
<b>Technological Area</b>	
<b>Technological Domain</b>	1. 2.
<b>Technological Sub Domain</b>	1. 2. 3.
<b>Proposed Title</b>	1. 2. 3.
<b>Key Objective</b>	1. 2. 3.

### Keyword Identification

Mention keyword relevant to your area of research with their synonyms/related words

Sr. No.	Key word	Synonyms/related words
1		
2		
3		
4		
5		



**Prior art search result in patent databases:** Generate search query using suitable operators. (**Operators:** AND, OR, NOT) & Mention the no. of hits on came out during searching process

Sr. No.	Search Query	Google Patent	IP India	Wipo	European Patent
	Example: ((led OR "light emitting diode") AND display NOT LCD)	<a href="https://www.google.com/?tbs=pts">https://www.google.com/?tbs=pts</a>	<a href="https://ipindia.services.gov.in/PublicSearch/">https://ipindia.services.gov.in/PublicSearch/</a>	<a href="https://patent.scope.wipo.int/search/en/search.jsf">https://patent.scope.wipo.int/search/en/search.jsf</a>	<a href="https://worldwide.espacenet.com/?locale=en_EP">https://worldwide.espacenet.com/?locale=en_EP</a>
1					
2					
3					
4					
5					

**Important Prior Art Details:** Mention the detail of important prior art results which is relevant to your research

Sr. No.	Title	Application No.	Priority date
1			
2			
3			
4			
5			

**Closest Prior Art:**

Sr. No.	Application No.	Summary of Invention	% similarity with your invention	Novelty point of your invention
1				
2				
3				
4				
5				

### Comparative Novelty Analysis:

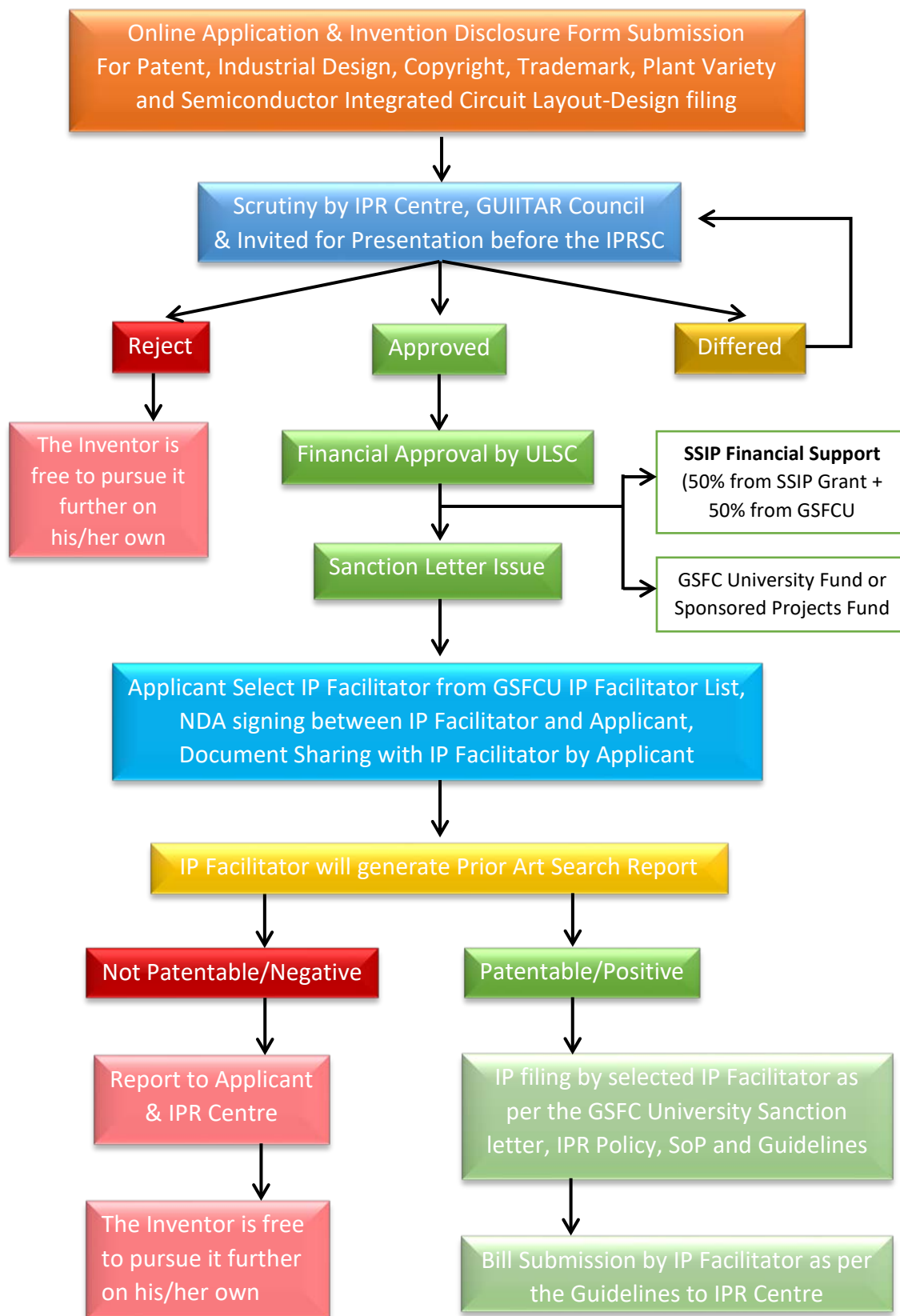
Sr. No.	Prior Art Features	Novelty Features
1.		
2.		
3.		
4.		
5.		

### Patentability Check Report:

Please tick (✓) in below field.

Sr. No.	Patentability Criteria	Low	Medium	Higher	Highest
1	Novelty				
2	Non-obviousness				
3	Industrial Applicability				

### IPR Protection Mechanism



## Non-Disclosure Agreement between GSFC University and IPRSC Members

This agreement is made on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### BETWEEN

1. **GSFC University**, Vadodara (“Disclosing Party”) and
2. **IPR Scrutiny Committee Members** of GSFC University, Vadodara (“Receiving Party”)

### WHEREAS

- A. Disclosing Party possesses certain Proprietary Information which Disclosing Party is willing to disclose to Receiving Party on the terms set out below
- B. Receiving Party is willing to accept the Proprietary Information on those terms and to use the Proprietary Information only for the purpose of **review, evaluation and approval of Intellectual Property of Innovators/Disclosing Party** (“the Permitted Purpose”).

### NOW IT IS AGREED AS FOLLOWS

1. “Confidential Information” means any and all information whether commercial or technical relating to the business of Disclosing Party, including without limitation, know-how, data, processes, designs, photographs, drawings, specifications, software programs, and samples, which is marked with an indicator such as “Confidential” or “Proprietary”, but excluding information which:
  - 1.1 is or comes into the public domain otherwise than by disclosure or default by the Receiving Party;
  - 1.2 was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or
  - 1.3 was already known to the Receiving Party as evidenced by written record pre-dating such disclosure.
2. In consideration of Disclosing Party disclosing Proprietary Information, the Receiving Party hereby undertakes for a period of [TWO] years from the date of this Agreement.
  - 2.1 to keep confidential all Proprietary Information that it may acquire in any manner;
  - 2.2 to use such Proprietary Information exclusively for the Permitted Purpose and not to use the Proprietary Information for the Receiving Party own purposes or benefit;

- 2.3 not to disclose such Proprietary Information to anybody, except to authorized employees or other agents of the Receiving Party who need to have access to the Proprietary Information for the purpose of carrying out their duties in connection with the Permitted Purpose;
  - 2.4 to inform everybody to whom it discloses Proprietary Information that it is confidential and obtain their agreement to keep it confidential on the same terms as this Agreement;
  - 2.5 to keep safe any drawings, documents, samples or prototypes provided by Disclosing Party, not to reproduce, part with possession of, modify or otherwise interfere with such items, to return them immediately upon Disclosing Party request and in any event spontaneously when no longer required for the purposes of this Agreement;
  - 2.6 to notify Disclosing Party immediately upon becoming aware of any breach of confidence by anybody to whom the Receiving Party has disclosed the Information and give all necessary assistance in connection with any steps which Disclosing Party may wish to take to prevent, stop or obtain compensation for such breach or threatened breach.
3. Nothing in this Agreement shall be deemed to grant to the Receiving Party a licence expressly or by implication under any patent, design, copyright, trademark, Plant Variety, Semiconductor Integrated Circuits Layout-Design or other intellectual property right. The Receiving Party hereby acknowledges and confirms that all existing and future intellectual property rights relating to the Proprietary Information are the exclusive property of Disclosing Party. The Receiving Party will not apply for or obtain any intellectual property protection in respect of the Proprietary Information. All intellectual property rights relating to any drawings, documents and work carried out by the Receiving Party (whether past, present or future) using the Proprietary Information will belong to and will vest in Disclosing Party. The Receiving Party will do all such things and execute all documents necessary to enable Disclosing Party to obtain, defend or enforce its rights in such drawings, documents and work.
  4. This Agreement is governed by and will be construed in accordance with the law of Gujarat/India and is subject to the non-exclusive jurisdiction of the Vadodara, Gujarat.

For and on behalf of Disclosing Party:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

For and on behalf of Receiving Party:

Name, Designation

Signature:

Name, Designation

Signature:

Name, Designation

Signature:

## Application Form for Empanelment as IP Facilitator of GSFC University

Under

**Student Start-Up and Innovation Policy (SSIP) of  
The Education Department, Government of Gujarat**

To,

CEO,  
IPR Centre, GUITAR Council,  
GSFC University,  
Vigyan Bhavan,  
P. O. Fertilizernagar,  
Vadodara-391750

**Subject:** Empanelment as an IP Facilitator for students, faculty, researchers and start-ups for GSFC University/GUITAR Council under the Student Start-Up and Innovation Policy (SSIP) of the Education Department, Government of Gujarat.

- 1 Name of Organizations/Agencies/Practicing law firms (for Individual applicant write down his/her name)

- 2 Full Time Patent Agent /Trademark Agent name and Registration No.

- 3 Date up to which Renewal of Registration made

- 4 Are you approved under the scheme of Start-Ups Intellectual Property Protection (SIPP) by Department for Promotion of Industry and Internal Trade, MoCI, GoI or Controller General of Patent, Trademark and Design (CGPDTM).

Yes/No, If Yes submit document

- 5 Education Qualifications of Paten/Trademark Agent (Diploma, Degree, Master Degree, PhD., Other certification etc.)

6 Area of Specialization for Patent Drafting (Branch of Science/Engineering /Technology/ Pharmaceutical etc.)

7 Total experience, in the field of IPR (for Legal Entity date of establishment and also write experience of Patent/Trademark agent)

Total \_\_\_ Years and \_\_\_ Months

8 Are you working as an Independent IP practitioner?

9 Are you doing full time job?

10 If Yes for Sr. No. 8, then mention details of your current designation and employer details.

11 How many provisional/complete Patent applications have been filed through you as an Authorized Patent Agent till date? Also provide Design/Trademark/Copyright filing details, if any

12 Do you have access for Paid Patent Database, for Patent search?

13 Postal Address (With Pin Code)

14 E-mail Address

15 Mobile/Contact Number

16 Place of work (City, State)

17 Interest for Empanelment with GSFC University/GUITAR Council

- A. Patent: Yes/No
- B. Design: Yes/No
- C. Trademark: Yes/No



- |    |   |
|----|---|
| D. | Copyright: Yes/No                                       |
| E. | Plant Variety: Yes/No                                   |
| F. | Semiconductor Integrated Circuits Layout-Design: Yes/No |
| G. | Mentorship: Yes/No                                      |

18 Any other information

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Note: In case of any misrepresentation or submission of false data or incomplete document submission, GSFC University/GUITAR Council will have full rights to remove name of organization/person from list of IP Facilitator.

Signature:

Name:

Date:

Place:

**NOTE:** For any query kindly contact to: Mr. Kirankumar Parmar, Sr. Manage, GUITAR Council, GSFC University, Vadodara on his email id [guitar@gsfcuniversity.ac.in](mailto:guitar@gsfcuniversity.ac.in) and mobile no. 9313262712.

Following Enclosure to be sent with application form:

- 1 Patent/Trademark Agent Certificate and its Validity
- 2 Diploma/Degree/Mast Degree etc. Certificates
- 3 Residence Proof (Passport/Voter Card/Aadhar Card)
- 4 Cancelled Cheque
- 5 PAN Card
- 6 Empanelment under SIPP scheme document, if any
- 7 Organization profile, if any
- 8 IPR services Empanelment letter/proof with University/Institute/Industry, if any
- 9 Other relevant information

### **Role and Responsibility of IP Facilitators:**

GSFC University/GUIITAR Council shall regulate conduct and functions of empanelled Facilitators from time to time. In case of any complaint by a beneficiary about a Facilitator or refusal by Facilitator to provide services to them or on getting information about professional misconduct through any source, the GSFC University/GUIITAR Council can remove the Facilitator from the panel without notice and take suitable actions if required.

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

Among other functions as may be decided by the GSFC University/GUIITAR Council, Facilitators will be responsible for:

- 1 Providing general advisory on different intellectual property rights to start-ups/innovators/students on pro bono basis,
- 2 Providing information on protecting and promoting IPRs to start ups/ innovators/ students in other countries on pro bono basis,
- 3 Providing assistance in filing and disposal of the IP applications related to Patents, Trademarks, Design, Copyright, Plant Variety and Semiconductor Integrated Circuits Layout – Design under relevant Acts at the national IP offices under the GSFC University/GUIITAR Council, SSIP Guideline and Processes.
- 4 Preparing and filing responses to examination reports and other queries, notices or letters by the IP office,
- 5 Appearing on behalf of beneficiaries at hearings, as may be scheduled,
- 6 Contesting opposition, if any, by other parties and
- 7 Ensuring final disposal of the IPR application.

## **Non-Disclosure Agreement (NDA) Between IP Facilitator and GSFC University**

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

### **BETWEEN**

1. [The Disclosing Party], **GSFC University (hereinafter referred as GSFCU or University)** is recognized under the Gujarat Private University (Second Amendment) Act, 2014 and is established by the GSFC Education Society - an initiative of Gujarat State Fertilizers and Chemicals Ltd, six decades old industrial giant located at Vigyan Bhavan, P. O. Fertilizernagar, Vadodara - 391750, Gujarat, which expression shall mean and include its students, faculty, researchers, start-ups, officers, assigns and successors in business interest and title associated with GSFC University.

### **AND**

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

### **WHEREAS,**

- a) Disclosing Party is Private University located at Vadodara, Gujarat and having Students, Faculty and Research scholars working in the fields of Engineering, Science and Management. The Disclosing Party has taken several initiatives in the field of Intellectual Property Rights to nurture a culture of innovation amongst its faculty, students and researchers.

- b) Disclosing Party desires to appoint Receiving Party for providing Intellectual Property Services (Like advise on, file and prosecute on behalf of the Disclosing Party and students, faculty, researchers, startups etc. for Patent, Copyright, Design, Trademark, Plant Variety and Semiconductor Integrated Circuits Layout – Design applications) to the Disclosing Party and its students/ faculty/ researchers/start-ups.
- c) For the same Disclosing Party, GSFCU is appointing you (Receiving Party) as an IP Facilitator which you hereby acknowledge.
- d) Receiving Party provides services like patent search, patent analysis, patent landscapes, patentability searches, patent drafting, patent filing, patent watch, conduct searches for freedom to operate in particular line of business/product, patent invalidity searches with specialized domain knowledge in patent searching and analytics, similar services for trademark, design, copyright, Plant Variety, Semiconductor Integrated Circuits Layout-Design, R&D and business consulting services, engineering services hereinafter referred to as "Intellectual Property Services". The Receiving Party has knowledge and expertise in the Intellectual Property Services and is currently engaged in providing such services to several organizations, individuals, business entities across the India.
- e) Receiving Party understands that for the purposes of attaining the Services, the Disclosing Party will disclose information (including, without limitation, know-how, formulas, processes, ideas, inventions (whether patentable or not), product development plans, forecasts, strategies and information), which to the extent subsequently disclosed to the Receiving Party is hereinafter referred to as "Confidential Information" of the Disclosing Party.

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

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

**A. TERMS & DEFINITIONS:**

- a) "**Disclosing Party**" shall mean the party disclosing information to the other relating to the Invention.
- b) "**Receiving Party**" shall mean the party receiving information from the other relating to the Invention.

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

## **B. USE OF CONFIDENTIAL INFORMATION:**

The Receiving Party agrees to:

- I. Receiving Party (GSFCU IP Facilitator) shall keep all Confidential Information strictly confidential by using a reasonable degree of care and shall avoid the disclosures and unauthorized use of the Confidential Information;
- II. Examine the Confidential Information at its own expense;
- III. Not make any copies of Confidential Information or any part thereof without the express written consent of Disclosing Party;



- IV. Not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm, or corporation without the express written consent of Disclosing Party;
- V. Limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to those officers and employees, if any, of the Receiving Party who have a need to know and an obligation to protect it;
- VI. Receiving party will advise those officers and employees, of the Confidential Information and of the obligations set forth in this Agreement and require such officers and employees to keep the Confidential Information confidential; and not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).
- VII. Not use or utilize the Confidential Information without the express written consent of Disclosing Party;
- VIII. Not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus, or device similar to any method, system, apparatus, or device embodied in the Confidential Information unless expressly authorized in writing by Disclosing Party;
- IX. Not reverse engineer, disassemble, or decompile any prototypes, software, or other Confidential Information that are provided to Receiving party;
- X. Not to disclose Confidential Information of the Disclosing Party except to other GSFCU employees who need to know such information in order to perform their duties;
- XI. Utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the likes;
- XII. Immediately upon a request by the Disclosing Party at any time the Receiving Party will return to the Disclosing Party all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, where such Confidential Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased as appropriate;
- XIII. If any case the event of any unauthorized use or disclose of the confidential information happened, then Receiving Party shall have immediately notify the University;
- XIV. If any case of failure to maintain confidentiality by the Receiving Party, shall entitle GSFCU to terminate this agreement and should take legal action;
- XV. Confidential Information by the Receiving Party shall be for the benefit of the Applicant/Innovator/GSFCU and any modifications and improvements thereof by the Receiving Party (GSFCU IP Facilitator) with permission of the

Applicant/Innovator/GSFCU in written even then shall be the sole property of the Applicant/Innovator/GSFCU;

- XVI. Receiving Party (IP Facilitator) also ensures that anyone to whom the confidential information is disclosed further abides by obligations restricting use, restricting disclosure and ensuring security as the agreement.
- XVII. The Receiving Party may not use the name of the Disclosing Party (GSFCU) in any service brochures or the list of its client representation essentially meant for private circulation or on posting at its website or any other social media without the pre-approval of Disclosing Party.

**C. RETURN OF CONFIDENTIAL INFORMATION:**

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

**D. NO LICENSE:**

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

**E. ACCESS OF INFORMATION:**

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

**F. MODIFICATION OF AGREEMENT:**

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

## **G. ENFORCEMENT:**

- I. The interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996.
- II. The Receiving Party acknowledges and agrees that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. Both parties shall be entitled to all remedies available at law.
- III. Each party agrees that the other Party shall have the right to seek and obtain other relief in a court of competent jurisdiction or any other appropriate decree of specific performance for any actual or threatened breaches by the other Party without the necessity of proving actual damages or showing that monetary damages would be an adequate remedy;
- IV. The Receiving Party shall immediately notify upon becoming aware of any breach of confidence by third party to whom it has disclosed the Confidential Information in furtherance of the Purpose and give all necessary assistance in connection with any steps which the Disclosing Party may wish to take prevent, stop any further disclosure of the Confidential Information or obtain compensation for such a breach or threatened breach.
- V. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees.
- VI. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall not be affected, and this Agreement shall continue in full force and effect.
- VII. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.
- VIII. This NDA agreement is enforceable to Receiving Party, with respect to all IP Filing work they are going to receive from GSFCU and its students/ faculty/ researchers/start-ups etc. under the financial assistance.
- IX. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof.



#### **H. AMALGAMATION:**

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

#### **I. COUNTERPART:**

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

#### **J. BINDING NATURE:**

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

#### **K. NON-ASSIGNABLE:**

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

#### **L. EFFECTIVE DATE:**

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

**M. ENTIRE AGREEMENT:**

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

**N. JURISDICTION:**

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

**NOTES:**

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

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

**[Disclosing party]**

**[Receiving party]**

Signature

Signature:

Name:

Name:

Designation

Designation:

Mobile No.:

Mobile No.:

Address:

Address:

GSFC University,  
Vigyan Bhavan,  
P. O. Fertilizernagar,  
Vadodara-391750,  
Gujarat, INDIA

Date:

Date:

## Non-Disclosure Agreement (NDA) Between GSFCU IP Facilitator and Innovator/Applicant

This Confidentiality and Non-Disclosure Agreement is made on \_\_\_\_ Day of \_\_\_\_\_ Month on \_\_\_\_\_ Year

**BETWEEN**

1. [The Disclosing Party], **GSFC University (hereinafter referred as GSFCU or University)**, its students, faculty, researchers, start-ups, officers, assigns and successors in business interest and title associated with GSFCU, \_\_\_\_\_  
 \_\_\_\_\_ (MENTION NAME OF INNOVATOR/APPLICANT) having its place of residence/operation (of any one) at \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ [Ph. No - \_\_\_\_\_, Email id: \_\_\_\_\_].

**AND**

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

**WHEREAS,**

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

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

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

**A. TERMS & DEFINITIONS:**

- a) “Disclosing Party” shall mean the party disclosing information to the other relating to the Invention.
- b) “Receiving Party” shall mean the party receiving information from the other relating to the Invention.
- c) “Invention” shall mean all information relating to business programs, products, processes, applications, systems, components, technologies, and business topics.

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

## **B. USE OF CONFIDENTIAL INFORMATION:**

The Receiving Party agrees to:

- I. Receiving Party (GSFCU IP Facilitator) shall keep all Confidential Information strictly confidential by using a reasonable degree of care and shall avoid the disclosures and unauthorized use of the Confidential Information;
- II. Examine the Confidential Information at its own expense;
- III. Not make any copies of Confidential Information or any part thereof without the express written consent of Disclosing Party;
- IV. Not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm, or corporation without the express written consent of Disclosing Party;
- V. Limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to

- those officers and employees, if any, of the Receiving Party who have a need to know and an obligation to protect it;
- VI. Receiving party will advise those officers and employees, of the Confidential Information and of the obligations set forth in this Agreement and require such officers and employees to keep the Confidential Information confidential; and not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).
  - VII. Not use or utilize the Confidential Information without the express written consent of Disclosing Party;
  - VIII. Not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus, or device similar to any method, system, apparatus, or device embodied in the Confidential Information unless expressly authorized in writing by Disclosing Party;
  - IX. Not reverse engineer, disassemble, or decompile any prototypes, software, or other Confidential Information that are provided to Receiving party;
  - X. Not to disclose Confidential Information of the Disclosing Party except to other GSFCU employees who need to know such information in order to perform their duties;
  - XI. Utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the likes;
  - XII. Immediately upon a request by the Disclosing Party at any time the Receiving Party will return to the Disclosing Party all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, where such Confidential Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased as appropriate;
  - XIII. If any case the event of any unauthorized use or disclose of the confidential information happened, then Receiving Party shall have immediately notify the Applicant/Inventor and to University;
  - XIV. If any case of failure to maintain confidentiality by the Receiving Party shall entitle GSFCU and Applicant/Inventor to terminate this agreement and should take legal action;
  - XV. Confidential Information by the Receiving Party shall be for the benefit of the Applicant/Innovator/GSFCU and any modifications and improvements thereof by the Receiving Party (GSFCU IP Facilitator) with permission of the Applicant/Innovator/GSFCU in written even then shall be the sole property of the Applicant/Innovator/GSFCU;

- XVI. Receiving Party (IP Facilitator) also ensures that anyone to whom the confidential information is disclosed further abides by obligations restricting use, restricting disclosure and ensuring security as the agreement.
- XVII. The Receiving Party may not use the name of the Disclosing Party in any service brochures or the list of its client representation essentially meant for private circulation or on posting at its website or any other social media without the pre-approval of Disclosing Party.

#### **C. RETURN OF CONFIDENTIAL INFORMATION:**

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

#### **D. NO LICENSE:**

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

#### **E. ACCESS OF INFORMATION:**

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

#### **F. MODIFICATION OF AGREEMENT:**

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

#### **G. ENFORCEMENT:**

- I. The interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996.

- II. The Receiving Party acknowledges and agrees that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. Both parties shall be entitled to all remedies available at law.
- III. Each party agrees that the other Party shall have the right to seek and obtain other relief in a court of competent jurisdiction or any other appropriate decree of specific performance for any actual or threatened breaches by the other Party without the necessity of proving actual damages or showing that monetary damages would be an adequate remedy;
- IV. The Receiving Party shall immediately notify upon becoming aware of any breach of confidence by third party to whom it has disclosed the Confidential Information in furtherance of the Purpose and give all necessary assistance in connection with any steps which the Disclosing Party may wish to take prevent, stop any further disclosure of the Confidential Information or obtain compensation for such a breach or threatened breach.
- V. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees.
- VI. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall not be affected, and this Agreement shall continue in full force and effect.
- VII. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.
- VIII. This NDA agreement is enforceable to Receiving Party, with respect to all IP Filing work they are going to receive from students/ faculty/researchers/start-ups etc under the GSFCU financial assistance for IP Filing.
- IX. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof.

#### **H. AMALGAMATION:**

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



#### **I. COUNTERPART:**

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

#### **J. BINDING NATURE:**

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

#### **K. NON-ASSIGNABLE:**

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

#### **L. EFFECTIVE DATE:**

Effective date, duration and termination of agreement. The agreement shall be effective from the date of sign by Receiving Party (GSFCU IP Facilitator) till the Students Startup and Innovation Policy (SSIP) is in active stage. Both the parties may extend this agreement for further period for the said Patent/Trademark/Design/Copyright/Plant Variety/Semiconductor Integrated Circuits Layout – Design Filing Support under mutually acceptable terms and conditions. Notwithstanding the foregoing, this agreement can be terminated by either party by giving thirty (30) day notice of termination. However, the information shared as confidential survives the termination of this agreement, and shall continue to remain confidential [TWO] years after termination of this Agreement.

#### **M. ENTIRE AGREEMENT:**

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

**N. JURISDICTION:**

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

**NOTES:**

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

**[Disclosing party] (Innovator & Applicant)\*\***

**[Receiving party]**

Applicant 1

Signature:

Signature

Name:

Name:

Designation:

Mobile No.:

Mobile No.:

Address:

Address:

Applicant 2

Signature

Name:

Mobile No.:

Address:

\*\*To be repeated if more than two applicants for application.

Date:

Date:

### **Check List for Bill Submission to GSFCU by IP Facilitator**

The GSFCU IP Facilitator is required to submit following documents to GSFCU in HARD COPY (via post) and soft copy (via email to: [guiitar@gsfcuniversity.ac.in](mailto:guiitar@gsfcuniversity.ac.in)), for bills processing in against of services provided by IP Facilitator for Patent/Trademark/Design/Copyright/Plant Variety/Semiconductor Integrated Circuits Layout – Design application Drafting & Filing of an innovator/applicant's invention/creation/logo/design/circuit/plant variety under GSFCU Student Startup and Innovation Policy (SSIP) Financial Assistance.

1. Bill/Bill Note from IP Facilitator for provided service (Phase wise).
2. Copy of Patent/Trademark/Design/Copyright/Plant Variety/Semiconductor Integrated Circuits Layout - Design Office CBR (Cash Book Receipt) mentioning Application Number along with list of submitted documents for an Invention/Trademark/Design/Copyright/ Plant Variety/Semiconductor Integrated Circuits Layout – Design application of Applicant.
3. Copy of Patent/Trademark/Design/Copyright/Plant Variety/Semiconductor Integrated Circuits Layout – Design Office CBR (Cash Book Receipt) for payment of Application Fees and Request for Examination payment of Patent.
4. Copy of all submitted forms and supportive documents as submitted to Patent/Trademark/Design/Copyright/Plant Variety/Semiconductor Integrated Circuits Layout – Design office time to time (as applicable).
5. Copy of Patent Search Report
6. Copy of beneficiary Identity card/Degree certificate to show case eligibility under SSIP Scheme (Current student or pass out from last five academic years from Gujarat).
7. Copy of properly executed Non-Disclosure Agreement (NDA) between IP Facilitator and innovator/applicant.
8. Copy of email shared by beneficiary to IP Facilitator, mentioning his/her selection by University IPR Scrutiny Committee (IPRSC) and University Level Startup Committee (ULSC) for their invention/creation/logo/design to provide financial assistance for

Patent/Trademark/Design/Copyright/Plant Variety/Semiconductor Integrated Circuits Layout – Design filing under SSIP scheme.

9. Original copy of satisfactory work completion certificate send by beneficiary to IP Facilitator at completion of each stage work.
10. Bank account details, where funds are required to be reimbursed for provided service.
11. Any other relevant documents as prepared and required under GSFC University policy/SSIP.

### **Satisfactory Work Completion Certificate**

We the applicants of an invention entitled as \_\_\_\_\_, hereby express our acknowledgement towards services from \_\_\_\_\_ Registered Indian Patent/Trademark Agent/IP Law Firm having Patent/Trademark Agent Registration Number \_\_\_\_\_ for satisfactory drafting and filing of our complete Patent specification/Trademark/Design/Copyright/ Plant Variety/Semiconductor Integrated Circuits Layout – Design application.

We acknowledge that, the said Patent/Trademark/Design/Copyright/Plant Variety/Semiconductor Integrated Circuits Layout – Design application had been satisfactorily drafted after properly discussing and understanding about invention/creation/design/logo with inventors/applicants. All our comments had taken and incorporated appropriately before finalising the draft for submission to Patent/Trademark/Design/Copyright/Plant Variety/Semiconductor Integrated Circuits Layout – Design office. No money had been taken from us or requested (as per the SOP of GSFC University), to file this application by the above mentioned Registered Patent/Trademark Agent/IP Law Firm.

We also acknowledge that we have not got financial benefit from any other government scheme or agency for purpose of paying the IP Facilitator/Patent/Trademark agent for filing and prosecuting our Patent/Trademark/Design/Copyright/Plant Variety/Semiconductor Integrated Circuits Layout – Design application of the same invention/creation/design/logo.

Name & Signature of Applicants:

- 1.
- 2.
- 3.

## **IPR Support under Student Startup and Innovation Policy (SSIP)**

### **A. Financial Support:**

1. Average Rs. 50,000/- per national Patent filing including Government and Professional fees. Average Rs. 1,00,000 or 80% per Conventional/PCT Patent application filing including all Government and Professional fees
2. Average Rs. 50,000/- per National & International Trademark, Design, Copyright, Plant Variety and Semiconductor Integrated Circuit Layout-Design filing including Government and Professional fees
3. For maximum financial support we may follow SSIP guidelines time to time

### **B. Other Support:**

- The Innovator may be provided help of IP Facilitators (GSFC University empanelled) to apply for IPR and will also paid consultancy fees for the same as per the financial support mentioned in (H).

### **C. Period of IPR Support:**

- GSFC University will provide financial support for the period till the SSIP grant is available with University or till the SSIP is in existence.

### **D. Eligibility:**

- Student
- Alumni (not more than 5 years from graduation)

### **E. GSFC University Policy:**

- Applicant has to follow the GSFC University IPR Policy.

### **F. Standard Operating Process (SoP) for IPR support under SSIP:**

- Applicant has to follow the SoP for taking benefit under the SSIP.

### **G. Online Application for financial support: [Click here](#)**

## H. Breakup of Financial Support under SSIP

### 1. Patent Filing

Table - 01

Patentability and Prior Art Search		
Professional Charges		
Sr. No.	Services	Professional Fees (INR) (including GST)
1	1. Performing Prior art search 2. Check Patentability Criteria 3. Prior Art Search Report 4. Conclusion on Idea is Patentable or not with Nearest Relevant Results	INR 5000*

\* Subject to patentability of the idea proposed by applicant after recommendation of the IPR Scrutiny Committee (IPRSC). In case of conclusion as non-patentability of the idea, the charges mentioned as per Table-01 shall be given to concern professional/ IP Facilitator of GSFC University else in case of patentability and further willingness of the applicant for the process ahead of drafting and filing complete patent, the inclusive charges as mentioned in Table-02 may be given to professional after completion of the process satisfactorily.

Table – 02

Complete		
Government Fees		
Sr. No.	Forms	Natural Person
1	Form 1: Application for Grant of Patent	INR 1600
2	Form 18: Request for Examination of Application for Patent	INR 4000
Professional Charges		
Sr. No.	Service	Professional Fees (INR) (including GST)
3	1. Patentability & Prior Art Search Report 2. Drafting and filing of Complete Patent Specification (Form 1, 2, 3, 5, 9#, 18, 26)	INR 19400
4	<b>Total</b>	<b>INR 25000</b>

#For form no. 9, request for early publication applicant (Natural Person) has to pay Government Fees of Rs. 2500/- for online filing to the IP Facilitator of GSFC

University/GUITAR Council. In that case Innovation will be published within one month of application filing. In a normal case patent applications are publishing after 18 month of application filing.

**Table - 03**

<b>Patent (Prosecution)</b>		
Professional Charges		
<b>Sr. No.</b>	<b>Service</b>	<b>Professional Fees (INR) (including GST)</b>
1	Reporting official action including FER (First Examination Report, SER (Second Examination Report), Amending specification and re-filing in response to FER, SER (One time billing irrespective of iterations) including reporting and providing certificate of patents	<b>INR 12000*</b>
2	Preparing notice for attending hearing and attending any number of hearing at patent office during prosecution of application per appearance for said case till the declaration of final decision by the patent office	<b>INR 8000*</b>
3	Preparing response for pre-grant opposition, post-grant opposition, Infringement till the declaration of final decision by the patent office or Court.	<b>INR 5000*</b>
4	<b>Total</b>	<b>INR 25000</b>

\*Note: Government fees in case if asked in FER, SER, hearing objections were bared by applicant only

**Table – 04**

<b>Sr. No.</b>	<b>Conventional/PCT Patent Application</b>	<b>Charges Office Fees+ Professional Charges (Including GST)</b>
1	Filing of Conventional/PCT patent application at Specific country's regional patent office OR WIPO (PCT)	80% of all charges OR INR 1,00,000 whichever is less*
2	Changes of prosecuting each application till grant of patent including all desired action	

\*Note: Conventional/PCT Patent Application filing includes Government fees of respective country, professional charges of the country's attorney, and professional charges of Indian Attorney. The fees vary from country to country. It is advised to have a list of countries of applicant's interest ready and get proper estimate of fees before proceeding.



In case of PCT application filing it mandatory to select India as international searching authority.

Amongst all the estimated fees, SSIP shall bear fees mentioned in above table 1 to 4. All fees, in addition to the mentioned amount shall be borne by the applicant/beneficiary.

For more information visit: <https://ipindia.gov.in/patents.htm>

## 2. Copyright

**Table - 05**

Sr. No.	Category	Official Fees (INR)	Professional Fees (INR) (including GST)
1	Fees for Copyright application preparation and registration ( <b>Literature work, Dramatic Musical or Artistic work including of such as Software, computer applications, cartoon character etc.</b> )	INR 500	INR 2000
2	Fees for Copyright application preparation and registration ( <b>Audio Recording or Music Album</b> )	INR 2000	INR 3000
3	Fees for Copyright application preparation and registration ( <b>Literary or Artistic work in relation to any goods or services</b> )	INR 2000	
4	Fees for Copyright application preparation and registration ( <b>Cinematographic work</b> )	INR 5000	
5	Fees for preparing notice for attending hearing, attending any number of hearing or filing responses for any objections for said case and Obtaining Intimation for issuance of registration certificate.	Nil	INR 3000
6	<b>Total Amount: 1+ 5</b>	INR 5500	
7	<b>Total Amount: 2+ 5</b>	INR 8000	
8	<b>Total Amount: 3+ 5</b>	INR 8000	
9	<b>Total Amount: 4+ 5</b>	INR 11000	

Amongst all the estimated fees, SSIP shall bear fees mentioned in above table 5. All fees, in addition to the mentioned amount shall be borne by the applicant/beneficiary.

For more information visit: <https://copyright.gov.in/>

### 3. Trademark

**Table - 06**

<b>Government Fees</b>		
<b>Sr. No.</b>	<b>Forms</b> (Fee is for each class and for each mark)	<b>Natural person (s) Or Individual</b>
1	Form TM-A: Application for TM	<b>INR 4500</b>
<b>Professional Charges</b>		
<b>Sr. No.</b>	<b>Services</b>	<b>Professional Fees in (INR) (including GST)</b>
2	Trademark search for all applicable proposed classes (Providing Opinion on conflicting marks) and Filing Application per class (including of all relevant documents like affidavit and other documents preparation)	<b>INR 3000</b>
3	Reply to any numbers of examination report for said case till issuance of Trademark Registration Certificate	<b>INR 3000</b>
4	Preparing notice for attending hearing and attending any number of hearing for said case till issuance of Trademark Registration Certificate	<b>INR 2000</b>
5	<b>Total</b>	<b>INR 12500</b>

Note: Trademark filing support will be given to only student startups who have registered enterprises and the founder, co-founder can avail this as per SSIP mandate.

**Table - 07**

<b>Sr. No.</b>	<b>International Registration of Marks (Madrid System)</b>	<b>Charges – Office Fees + Professional Charges (Including GST)</b>
1	Filing of international registration of marks	<b>Upto INR 50,000*</b>
2	Charges of prosecuting international mark application in respective numbers of countries till assurance of certificate including all desired action	

\*Note: international registration of marks filing fees depends on the numbers of countries chosen by applicant. It is advised to have a list of countries of applicant's interest ready and get proper estimate of fees before proceeding.

Amongst all the estimated fees, SSIP shall bear fees mentioned in above table 6 & 7. All fees, in addition to the mentioned amount shall be borne by the applicant/beneficiary.

For more information visit: <https://ipindia.gov.in/trade-marks.htm>

#### 4. Industrial Design

**Table - 08**

<b>Government Fees</b>		
<b>Sr. No.</b>	<b>Forms</b>	<b>Natural person(s)</b>
1	Application for Registration of Design	<b>INR 1000</b>
<b>Professional Charges</b>		
<b>Sr. No.</b>	<b>Services</b>	<b>Professional Fees (INR) (including GST)</b>
2	Design search for proposed product in multiple class (Providing Opinion on conflicting design) and Filing a design application	<b>INR 3000</b>
3	Reply to any numbers of examination report for said case till issuance of Design Registration Certificate	<b>INR 3000</b>
4	Fees for preparing notice for attending hearing and attending any number of hearing for said case till issuance of Design Registration Certificate	<b>INR 2000</b>
5	<b>Total</b>	<b>INR 9000</b>

Amongst all the estimated fees, SSIP shall bear fees mentioned in above table 8. All fees, in addition to the mentioned amount shall be borne by the applicant/beneficiary.

For more information visit: <https://ipindia.gov.in/designs.htm>

## 5. Plant Variety Registry

Table – 09

<b>Government Fees</b>		
<b>Sr. No.</b>	<b>Type of Variety</b>	<b>Fees for Registration (Individual)</b>
1	Essentially Derived Varieties	<b>INR 7000</b>
2	Extant variety notified under section 5 of Seeds Act, 1966	<b>INR 2000</b>
3	New Variety	<b>INR 7000</b>
4	Extant variety about which there is common knowledge	<b>INR 7000</b>
5	Farmers Variety	<b>No Fee</b>
<b>Sr. No.</b>	<b>Service</b>	<b>Professional Fees (INR) (including GST)</b>
1	Filing Plant Variety Application with required actions for the same (Prosecution)	<b>INR 10000</b>

Amongst all the estimated fees, SSIP shall bear fees mentioned in above table 9. All fees, in addition to the mentioned amount shall be borne by the applicant/beneficiary.

For more information visit: <http://www.plantauthority.gov.in/>

## 6. Semiconductor Integrated Circuits Layout-Design Registry (SICLDR)

Table – 10

<b>Government Fees</b>		
<b>Sr. No.</b>	<b>Forms</b>	<b>Fees</b>
1	LD-1: Application for registration of layout design	<b>INR 5000</b>
<b>Professional Fees</b>		
<b>Sr. No.</b>	<b>Service</b>	<b>Professional Fees (INR) (including GST)</b>
2	Filing Application for registration of layout-design with required actions for the same (Prosecution)	<b>INR 10000</b>

Amongst all the estimated fees, SSIP shall bear fees mentioned in above table 10. All fees, in addition to the mentioned amount shall be borne by the applicant/beneficiary.

For more information visit: <http://sicldr.gov.in/>

## **IPR Record**

All the record will be maintained by IPR Centre, GUITAR Council in hardcopy and softcopy as under:

1. Patent Records: For the life of IPs + 5 years
2. Trademark Records: For the life of IPs + 5 years
3. Copyright Records: For the life of IPs + 5 years
4. Design Records: For the life of IPs + 5 years
  - The application forms;
  - the application or registration number;
  - names of the owner(s);
  - description, if it is a stylized logo or composite mark;
  - the date of filing;
  - the classes claimed;
  - the IP itself;
  - any upcoming deadlines, including renewal.
5. Plant Variety Records: For the life of IPs + 5 years
6. Semiconductor Integrated Circuits Layout-Design Registry: For the life of IPs + 5 years
7. Agreements & Licenses: Up to the date of Expiry + 5 Years
8. Minute of the Meeting: Lifetime

**Resources:**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Web link and Google Drive link</b>
1	GUITAR Council IPR Resources	<a href="https://drive.google.com/drive/folders/1R1-A-xQ7CQnuzBsKFIIYzL7-P9viYNkR?usp=sharing">https://drive.google.com/drive/folders/1R1-A-xQ7CQnuzBsKFIIYzL7-P9viYNkR?usp=sharing</a>
2	Controller General of Patents, Designs, and Trade Marks	<a href="https://ipindia.gov.in/">https://ipindia.gov.in/</a>
3	Copyright	<a href="https://copyright.gov.in/">https://copyright.gov.in/</a>
4	Plant Variety Registry	<a href="http://www.plantauthority.gov.in/index.htm">http://www.plantauthority.gov.in/index.htm</a>
5	Semiconductor Integrated Circuits Layout-Design Registry (SICLDR)	<a href="http://sicldr.gov.in/">http://sicldr.gov.in/</a>
6	Department for Promotion of Industry and Internal Trade (DPIIT)	<a href="https://dipp.gov.in/">https://dipp.gov.in/</a>
7	A professional body under the aegis of (DPIIT) which ensures focused action on issues related to IPRs	<a href="http://cipam.gov.in/">http://cipam.gov.in/</a>
8	Assistance for Patent Registration, Gujarat Industrial Policy 2020, Scheme for Assistance to Micro, Small and Medium Enterprises (MSME)	<a href="https://ic.gujarat.gov.in/documents/commondoc/2020/3-GR_02092020.pdf">https://ic.gujarat.gov.in/documents/commondoc/2020/3-GR_02092020.pdf</a>
9	Intellectual Property Guidelines for Academia in Gujarat, Student Startup Innovation Policy, GoG	<a href="http://www.ssipgujarat.in/datafiles/Intellectual%20Property%20Guidelines_Academia_Gujarat.pdf">http://www.ssipgujarat.in/datafiles/Intellectual%20Property%20Guidelines_Academia_Gujarat.pdf</a>
10	WIPO - World Intellectual Property Organization	<a href="https://www.wipo.int/portal/en/">https://www.wipo.int/portal/en/</a>
11	Patent Information Centre (PIC) GUJCOST, GoG	<a href="https://gujcost.gujarat.gov.in/patent-information-centre.htm">https://gujcost.gujarat.gov.in/patent-information-centre.htm</a>
12	Rajiv Gandhi National Institute of Intellectual Property Management	<a href="https://ipindia.gov.in/rgniipm.htm">https://ipindia.gov.in/rgniipm.htm</a>