

Intellectual Property Rights Policy and Guidelines



1947

**Walchand College of Engineering
(An Autonomus Institute)**

Vishrambag, Sangli, Maharashtra – 416 415.

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PREFACE

Walchand College of Engineering, Sangli (hereafter referred as the Institute) is an educational and research institute. The Institute acknowledges the contribution of various stakeholders in the creation of Intellectual Property (IP) namely faculty, staff, Postgraduate and graduate students and researchers.

The Institute recognizes the importance of innovations and assists in translating them into product, process and services. The structure of this policy aims to meet such needs and to enable the Institute to excel in technology innovation along with its stakeholders. This policy is designed to identify and protect the IPs generated from the research.

Chairperson
IPR Cell



1.0 Introduction

Walchand College of Engineering (WCE) is an autonomous engineering education institute in the city of Sangli, Maharashtra, India. WCE campus is situated on nearly 90 acres of land roughly midway between the twin cities of Sangli and Miraj. The College was established in 1947 and offers Minor QIP, NDF Ph.D. research center, 6 UG, 10 PG and 4 Polytechnic programs across engineering and technology. The college is approved by AICTE New Delhi and got NBA, NAAC accreditation.

WCE participated in the World Bank funded projects, Government of India scheme, namely, Technical Education Quality Improvement Program (TEQIP). In TEQIP Phase I, wherein it stood all India 2nd out of 127 participating institutions in terms of program impact performance. WCE also performed excellent in TEQIP Phase II and presently participating in Phase III of TEQIP with outstanding performance. Student placement especially from CS and IT is nearly 95% in reputed industries like Google, Microsoft, Bank of New York, LinkedIn, Semantic, Goldman Sachs etc.

The Geographical location of WCE is most suitable to serve the majority of the nearby rural areas, banking sectors, pharmaceutical industries, agricultural sector, law enforcement agencies. There is a lot of scope for research & development, creativity, innovation, product development, entrepreneurship etc.

This handbook recognizes the abundance of creative and innovative energies that flow in the students, research scholars, and faculties in the institute and the need to tap into and channelize these energies and talent towards a better and bright future of the institute.

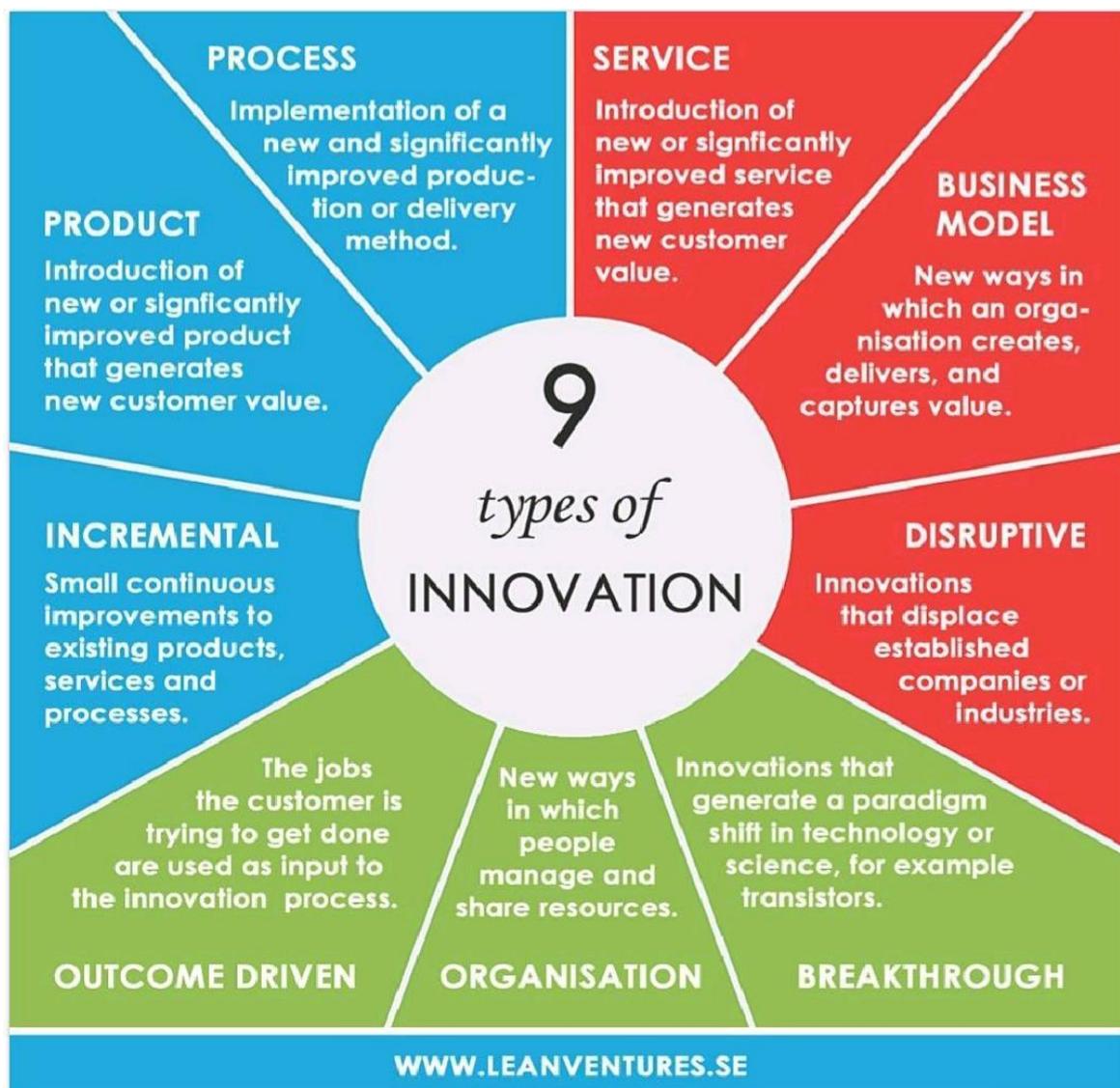
An all-encompassing handbook aims at promoting research, patents, and commercialization among stakeholders of Walchand College of Engineering by following a systematic approach. Taking the invention from an idea to a marketable product can be difficult and expensive. WCE assists and encourages their students, research scholars and faculties to take the Path from Invention to Commercialization (product) and ensures funding through various possible resources.



2.0 Understanding Innovation, Creativity and Technology Transfer

Creativity and Innovation play a major role in the development of any engineering institute. For more clarity and understating about this process to the inventor, the following diagrams are included for reference.

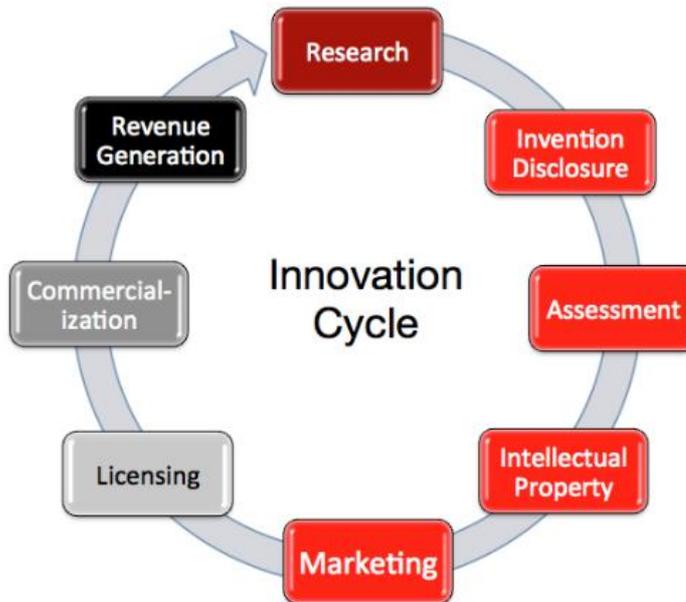
2.1 Types of Innovatinos





2.2 Innovation Cycle

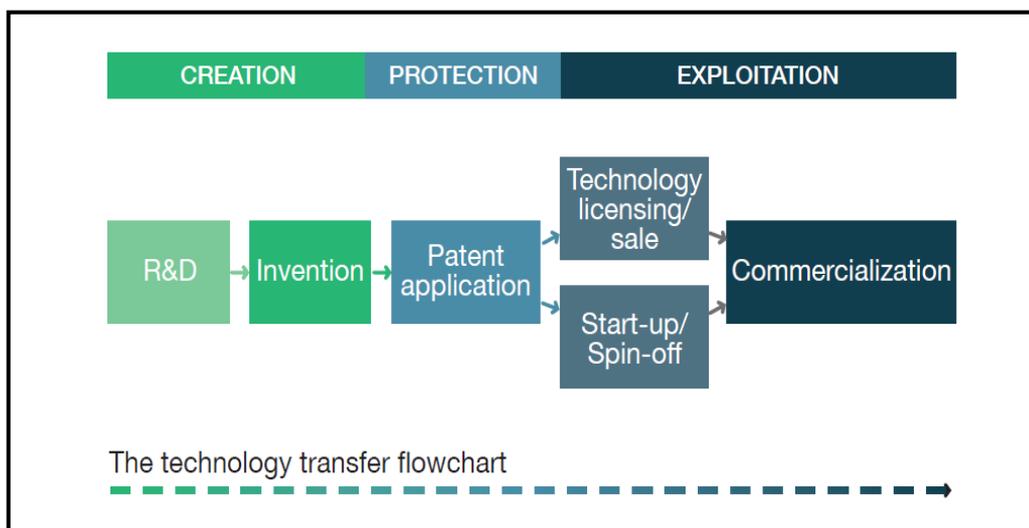
(Ref: Internet resource)



(Please see Section 3.14 for the Institute process)

2.3 Technology Transfer Flowchart

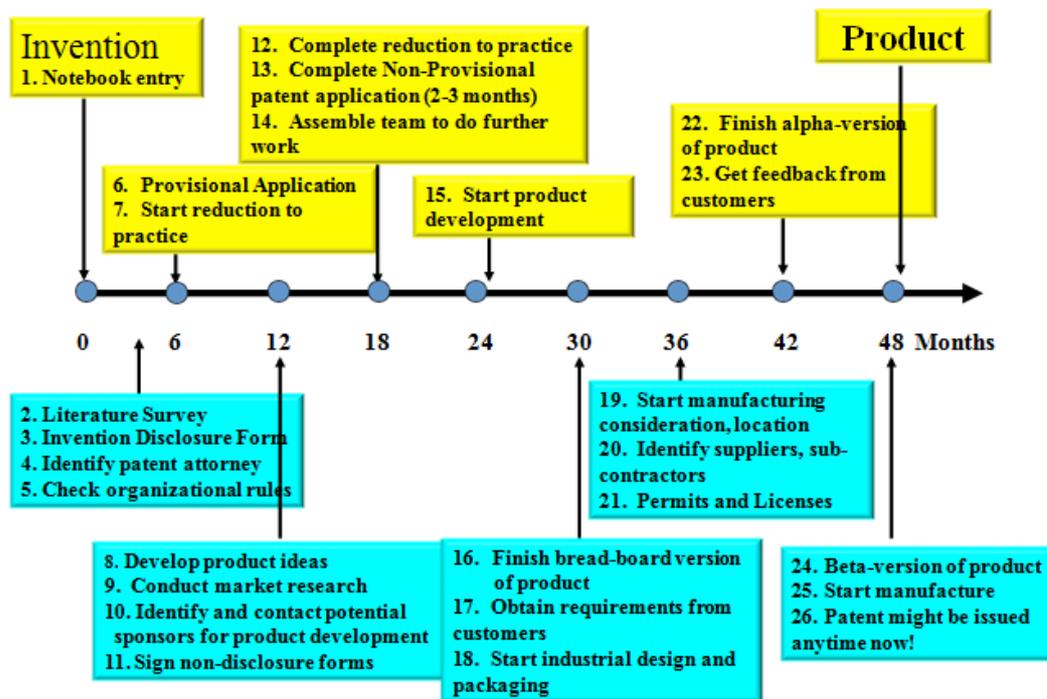
(Ref: WIPO University Initiative Program)



2.4 Invention to Product: Steps and Time-line



(Ref: WIPO EIE Workshop 1, Bangkok, June 12-16 2017)



3.0 Intellectual Property Rights (IPR) Policy

Faculty and students of Walchand College of Engineering, Sangli (here onward referred to as Institute), are involved in various Research and Development activities. Many of these activities further give rise to the Intellectual Property (IP) in the form of Patents, Copyrights, Designs, Trade Marks for any processes, methods, devices/instruments, software, and other inventions/ innovations.

This document provides the guidelines and specifies the policies of the Institute with respect to Disclosure, Protection, Ownership, and Licensing of Intellectual Property (IP) generated with or without Institute’s funding. It also provides the guidelines relating to the procedure of filing patent applications via the Institute’s Intellectual Property Rights (IPR) cell.



Part - A

3.1 Purpose

The purpose of the IPR cell is to –

- 3.1.1 Activate, promote, encourage, facilitate, and safeguard research and development activities in the areas of engineering, technology, sciences, and humanities.
- 3.1.2 Secure the legal interests of students, faculty as well as the Institute and to avoid any conflict of interests.
- 3.1.3 Inculcate and promote the innovation culture, which will stimulate the creation and development of IP at the institute.
- 3.1.4 State the policies of the Institute with respect to Disclosure, Protection, Ownership, and Commercialization of Intellectual Property generated in the Institute, with or without any external funding.
- 3.1.5 Provide the procedures and guidelines for securing the Intellectual Property Rights through the filing of necessary applications such as Patents, Industrial Designs, Trademarks, Copyright, and other available instruments and mechanisms.

3.2 Objectives

The IPR cell aims to

- 3.2.1 Promote startup activity and generate Intellectual Property.
- 3.2.2. Protect Intellectual Property and make it available to industry and others while providing recognition to its faculty/students and other individual inventors.
- 3.2.3 Put forth a transparent administration system for the ownership control as well as the assignment of Intellectual Properties and sharing of the revenues generated by the intellectual properties created at and owned by the Institute.



- 3.2.4 Frame standards for do's and don'ts for the Institute and inventors of IP relating to inventions, discoveries, and original works originating from the Institute.
- 3.2.5 Make the Institute a prime academic research institution enabling it to make use of developed IP for the maximum possible benefit of the inventors as well as the Institute.
- 3.2.6 Assist the Institute with respect to industry-funded projects and related arrangements with a focus on IPR.
- 3.2.7 Offer consultancy in the field of IP to nearby industries/institutes.

3.3 Definitions of Key Terms

Here are the definitions of a few terms frequently used in this policy document.

- 3.3.1 **Institute:** Institute means Walchand College of Engineering, Sangli
- 3.3.2 **Director:** Director means the Director of Walchand College of Engineering, Sangli
- 3.3.3 **IPR Cell:** An activity center or nodal agency formed to execute the IPR Policy and administer the activities relating to the Intellectual Property Rights in the Institute.
- 3.3.4 **Invention:** An invention means a unique or novel idea, realized in terms of device or method or composition or process. It can be an improvement of an existing machine or product or a new process for creating an object or process, which is not previously patented or realized by any other institute, person, persons, or company.
- 3.3.5 **Inventor:** Inventor can be the Institute Personnel who are permanent / temporary / on probation / visiting employees or research scholars / students / research fellows / assistants of Walchand College of Engineering, Sangli; or an external individual or company, who creates the intellectual property, using the facilities/resources of the institute and meet the criteria for inventorship under Indian patent law



and regulations.

3.3.6 Intellectual Property (IP): An Intellectual property (IP) refers to creations of the mind, such as inventions, literary and artistic works, designs and symbols, names, and images used in commerce. IP is protected in law by, for example, patents, copyright, trademarks, etc. which enable people to earn recognition or financial benefit from what they invent or create. By striking the right balance between the interests of innovators and the wider public interest, the IP system aims to foster an environment in which innovation and creativity can flourish.

3.3.7 Intellectual property includes, but not limited to

New and useful scientific and technical advancement in the form of innovations, inventions of products and processes, computer hardware and/or software, materials, biological varieties, etc. which are patentable.

3.3.7.1 Industrial, engineering and architectural designs, models, drawings, software, products, creative, artistic and literary works, teaching resource materials, generated records of research, etc., which are copyrightable.

3.3.7.2 Trademarks, service marks, logos, etc.

3.3.7.3 Industrial and engineering designs, models, drawings, products, artistic work, which are registrable as an Industrial Design.

3.3.8 Patents: A patent is a set of exclusive rights granted by the government organization to an inventor or assignee for a limited period in exchange for detailed public disclosure of an invention. Patents are a form of intellectual property right (IPR). **See Section 9** for the Institute Patent Application Process.

3.3.9 Patentee: A patentee is a person or organization who obtains and holds a patent for something. They are also called as 'Patent holder,'



'Patent proprietor,' Applicant, Assignee.

3.3.10 **Copyright:** Copyright is a form of intellectual property right, applicable to certain forms of creative work. Copyright is a legal right created by the law of the country that grants the exclusive rights to the creator of original work, for its use and distribution. Generally, this is for a limited period, generally up to 50 – 100 years. Copyright may apply to a wide range of creative, artistic, intellectual form or work. But it broadly covers theses, literary works, poems, musical compositions, plays, motion pictures, paintings, drawings, photographs, computer hardware and/or software, industrial or graphical designs, etc.

3.3.11 **Industrial Design:** An industrial design is that aspect of an article which is ornamental or aesthetic. It can be 3-dimensional features such as the shape or surface of the article or 2-dimensional as patterns, lines, or color.

3.3.12 **Trademark:** Trademarks are distinctive design or graphics, logo, symbols, words, or any combination thereof which uniquely identifies an organization or its products or services, and guarantees the item's genuineness. Copyright gives its owner the legal rights to prevent the trademark's unauthorized use.

3.3.13 **Revenue:** Revenue is the compensation received by the patentee, in terms of money, usually for the legal use of their Intellectual Property Rights, as per the agreement.

3.3.14 **Licensing:** Licensing of patent simply means that the patent owner grants permission to another individual or organization to make, use, sell, etc. of his / her patented invention. This takes place according to agreed terms and conditions for a defined purpose, in a defined territory, and for an agreed period.

3.3.15 **Assignment:** Assignment means that the Intellectual Property Right



is assigned/transferred to another individual or organization to manufacture, sell, and use the same. The assignment takes place according to agreed terms and conditions, for a defined territory through an agreement known as an Assignment Agreement.

3.4 Structure of the IPR Cell

The IPR Cell of the institute will be the nodal agency of the Institute responsible for processing (Promoting, Evaluating, Protecting, Commercializing and Managing) all IPR related matters addressed in this policy, i.e., any Intellectual Property generated out of the efforts of the Institute personnel / other individual(s) / Organization(s) associated with the institute.

3.4.1 An Institute Intellectual Property Right Committee (IPR) will be as follows:

Sr	Members	Position
1.	Dean (R&D)	Chairperson
2.	Faculty member nominated by Director	Coordinator
3.	Head of the concerned Department	Member
4.	One Faculty from PG	Member
5.	One Faculty from UG	Member
6.	Legal and Technical experts nominated by the Director	Member
7.	One Professor from IIT or Autonomous Institution	Member

3.4.2 The IPR cell shall form a Technical review Sub-Committee of the cell to scrutinize and approve filing IPR (To avoid the only filing of patents but no commercialization). The Dean (R&D) will decide a review committee in case of interdisciplinary IPR cases. The Sub-Committee will submit the evaluation report as per Annexure 5.



Sr	Members	Position
1.	Head of Department	Chairperson
2.	Three faculty representative from concerned engineering departments	Member
3.	One Professor from IIT or Autonomous Institution	Member

Based on the recommendation of the Institute IPR Committee, the Director can make changes in this policy, if needed, and the revised IPR policy may be placed before the Board of Governors of the institute. The revised policy would be effective for inventions and other research results arising out in the future. All the personnel of the Institute is required to observe and abide by this Institute's policy on Intellectual Property Rights.

3.5 Responsibilities of IPR Cell

IPR Cell will be responsible for following activities to protect the Institute's Intellectual Property Rights. Institute IPR cell or incubation center will only be a coordinator and facilitator for providing services to faculty, staff, and students. They will have no say on how the invention is carried out or how it is to be patented.

- 3.5.1 **IP Awareness:** The IPR cell will undertake appropriate measures that will promote awareness of IP rights and strive to develop an IPR culture within.
- 3.5.2 **IP Counseling:** Counsel and interact with inventors of potential inventions / intellectual properties/products and assist them in identifying/assessing the IPR potentials.
- 3.5.3 **IP Management:** Filing, maintaining, monitoring and managing of patents and other Intellectual Property Rights claims, such as Industrial Designs, Copyrights, Trademarks, etc. and coordination between attorneys, faculty/student inventor(s) / other individual(s)



/organization(s) associated with the institute and other related authorities. (IPR Cell can hire services of external resources, say patent attorney to carry out this work).

- 3.5.4 **IP Transactions:** Promotion of the IP Rights held by the Institute in the industry to commercialize the Intellectual Property by way of Licensing, Assignment, Advising, Drafting, and Monitoring of all IPR related Agreements and related documentation. (IPR Cell can hire services of external resources, say patent attorney to carry out this work).
- 3.5.5 **IP Policy formulation and amendments:** Framing of IP policy and amendments thereof, from time to time, according to the requirements.
- 3.5.6 **Identification of potential of work done:** Identification of potential of the IPR related work that can be done at the Institute, irrespective of inventors filing for patents, shall be carried out by the Cell.
- 3.5.7 **Documentation:** IPR Cell will maintain all the statutory and necessary documentation, related IPR activities.



Part B: Policy Framework

This section defines Applicability, Ownership, Disclosure, Infringements, Liability, and Indemnity Statement by Inventors, Transparency of IP Administration, Confidentiality, and Commercialization of the Institute owned IP related policies. All agreements related to IP, including, but not limited to the following categories, undertaken by any of the Institute personnel and students need to be approved by the institute:

Undertakings, Agreements, and Contracts

- a) Undertaking to be signed by all personnel to observe the IPR policy
- b) Disclosure, Confidentiality Agreement, Assignment Agreements by IP Creators
- c) Relevant Documents to be signed by the creators, inventors while filing relevant IP application/s
- d) Revenue Sharing Agreement
- e) Technology transfer agreement, license agreement, IP Assignment agreement

The Dean (R&D), with specific approval of the Director, may be authorized to sign in all categories of agreements listed above.

3.6 Applicability of IPR Policy

3.6.1 The IPR policy of Walchand College of Engineering, Sangli is to be followed by all the personnel – Students, Permanent or Temporary Faculty, Visiting Faculty, Staff, Researchers, Research Associates, Jr. research fellows of the institute, industry mentors, hereinafter referred to as personnel of the Institute or Institute Personnel, in all the matters.

3.6.2 This policy covers all rights arising from Intellectual Property devised, created, or made by all the personnel and students of the institute. The IP arising from academic research includes Patents, Designs, Trademarks, Service Marks, Copyright, Know-how, and Undisclosed



Information.

- 3.6.3 The IPR Cell of the institute will be the nodal agency of the Institute, responsible for Promoting, Evaluating, Protecting, Commercializing, and Managing, all IPR related matters, addressed in this policy i. e. any Intellectual Property generated out of the efforts of the Institute personnel.
- 3.6.4 As the IP framework scenario is changing/evolving very rapidly, this policy may be altered from time to time to suit the needs.

3.7 Ownership

When institute's facilities/funds are used partially or when IPR is developed as a part of curriculum/ academic activity, IPR is to be jointly owned by inventors and the institute.

- 3.7.1 Inventors and institute could together license the product / IPR to any commercial organization, with inventors having a primary say. License fees could be either/or a mix of
- 3.7.1.1 Upfront fees or one-time technology transfer fees
 - 3.7.1.2 Royalty as a percentage of manufacturer's billing-price
 - 3.7.1.3 Shares in the company licensing the product
- 3.7.2 An institute may not be allowed to hold the equity as per the current statute, so an SPV (Special Purpose Vehicle) may be developed for the SPV, which may not come under the IPR policy. It is the formation of section 25 company with an independent board. Due care should be taken about the formation of SPV and powers given to the board, maybe requested to hold equity on their behalf.
- 3.7.3 If one or more of the inventors wish to incubate a company and license the product to this company, the royalties would be no more than 5% of the sale price, preferably 2 to 3%, unless it is a pure software product. If it is a share in the company, the share capital will



be based on expected valuation. For a pure software product licensing, there may be a revenue-sharing agreement to be mutually decided between the institute and the incubated company.

- 3.7.4 If there is a dispute in ownership, a minimum five-member committee consisting of two faculty members (having developed sufficient IPR and translated to commercialization), two of the institute's alumni/industry experts (having experience in technology commercialization) and one legal advisor with experience in IPR, will examine the issue after meeting the inventors and help them settle this, to everybody's satisfaction. Institute can use alumni/faculty of other institutes as members if they cannot find sufficiently experienced alumni/faculty of their own. The decision of Director, WCE will be final, in this regard.
- 3.7.5 Institute's decision-making body, concerning incubation / IPR / technology-licensing, will consist of faculty and experts who have excelled in technology translation. Other faculty in the department/institute will have no say, including heads of department, heads of institutes, deans, or registrars.
- 3.7.6 Interdisciplinary research, development, and publication, on the startup activities and entrepreneurship would be promoted by the institute.

3.8 Disclosure

- 3.8.1 The institute personnel and students shall sign necessary documents relating to non-disclosure of information as defined by the institute.
- 3.8.2 The information provided in Invention Disclosure Form shall constitute a full and complete disclosure of the nature, particulars and other details of the Intellectual Property, identification of all persons who constitute the inventor(s) of the property, and a statement of whether the inventor believes that, he or she owns the



Intellectual Property being disclosed, or not, with reasons.

- 3.8.3 The inventors of the IP shall provide the necessary and complete information to IPR Cell to enable it to determine the patentability of their IPR.
- 3.8.4 The inventor shall furnish all additional information and execute such documents from time to time as may be requested for effective protection and maintenance of proprietary rights of the Institute in the Intellectual Property.
- 3.8.5 Where there are different inventors of components that make up a system, the individual inventors and their contributions must be identified and can be treated separately.

3.9 Infringements, Liability and Indemnity Statement by Inventors

- 3.9.1 The Inventors of the Intellectual Property under the terms of this policy shall be required to determine and to state that to the best of their knowledge, the Intellectual Property does not infringe on any existing copyright or other Intellectual Property or other legal rights of any third party.
- 3.9.2 If any part of the work is not the original work or creation of the inventors, then they must prove that the necessary permission for such IP, use has been obtained from the rightful owner, or state their reasons for believing that such permission is not necessary as the use constitutes fair use. They will further certify that the work contains neither libelous material nor material that invades the privacy of others.
- 3.9.3 In case a third party alleges infringement of their rights by an inventor and the Institute IPR Cell finds prima-facie that the inventor may have made false claims, the Institute will take immediate steps to dissociate itself from the said Intellectual Property. All agreements



with inventors should indemnify the Institute against all damages arising out of such litigation.

3.10 Confidentiality

- 3.10.1 Where any form of Intellectual Property is created, the inventor shall agree to maintain all relevant details of the invention, secret and confidential until the process of securing such Intellectual Property by filing an application under relevant laws is initiated by the Institute. The inventor shall not disclose any such information in full or part to any person or entity without securing written permission from the Institute to disclose such information. The inventor shall clearly define the purpose of such intended disclosure while seeking permission from the Institute. In the case of protection through confidentiality, the same information will be kept secret and confidential as long as the Intellectual Property has commercial value. (Every member of IPR cell must sign the undertaking to this effect)
- 3.10.2 Inventors and/or Institute personnel must take care not to disclose confidential details of the Institute owned Intellectual Property in their publications, speeches, or any other communications with the outside world (permitted only after filing the IPRs.)
- 3.10.3 All Institute personnel shall treat all IP related information as confidential till that information is public knowledge only through and by the Institute.
- 3.10.4 The Institute personnel shall not directly, either during or after the period of their appointment, disclose to any third party or use for their purposes or benefit or the purposes of any third party, any confidential information about the Intellectual Property of the Institute unless that information is public knowledge or he/she is required by law to disclose it.



3.11 Transparency of IP Administration

- 3.11.1 The Institute will inform the inventors of Intellectual Property of progress regarding the filing of the patent, commercialization, and/or disposition of the Intellectual Property. The Institute and the inventors shall maintain complete transparency in sharing information at all stages of the process. The inventors shall keep the Institute informed of updates or development of the Intellectual Property, which lead to tangible effects on the property
- 3.11.2 The Cell may seek the assistance of experts in searching for Prior Art and filing the application. However, in such cases, the confidentiality of the IP shall be strictly ensured.

3.12 Commercialization of Institute owned IP

- 3.12.1 The Institute shall license, assign its Intellectual Property Rights in all forms at its discretion for commercialization through third parties who may or may not be the inventor through the grant of exclusive/non-exclusive licenses, or assign its ownership rights to third parties/inventor, safeguarding the interests, financial or otherwise, of the Institute
- 3.12.2 The Institute holds all the rights and shall handle the evaluation, marketing, negotiations and licensing of the IP owned by Walchand College of Engineering, Sangli.
- 3.12.3 Institute may retain the rights for research exemption and experimental use of patents, design rights and under fair use of copyrights and trademarks
- 3.12.4 The Institute reserves rights to extend, modify, or terminate the type of existing license provided.
- 3.12.5 When the inventors or a third party is interested in commercializing an item of Intellectual Property after inspecting the relevant



Technology Profile, they must sign a confidentiality agreement, demonstrate technical and financial capability to commercialize the Intellectual Property. The institute may review the situation and can decide whether the Intellectual Property can be commercialized and what will be the terms of the license to be made between Institute and inventor or Third Party.

3.12.6 Confidentiality Agreements will continue to be in force even if the process of commercialization is aborted at any stage.

3.12.7 The license may be subjected to additional terms and conditions, such as revenue sharing with the Institute or reimbursement of the cost of statutory protection, when the development of the Intellectual Property is licensed. If the Institute finds that the third party has not taken adequate steps to commercialize the property within one year of acceptance of the license, the Institute will have the right to terminate or revoke the license (by giving a one month notice).

3.12.8 The assignment of rights shall be decided on a case to case basis as per discussion between the Institute and the party.

3.12.9 If the Intellectual Property is commercialized, the inventor or Third Party may be required to pay a license fee or royalty to the Institute in a proportion as 60% for the inventor and 40% to the Institute (As per Institute Consultancy Norm).

3.12.10 The costs of transfer of interest/rights/ownership and maintenance of rights in the Institute-owned property by way of license, assignment, or otherwise devolution of rights for such purposes will be borne exclusively by the licensee, assignee, and person acquiring such rights. The Institute may under special circumstances retain a non-exclusive royalty-free license to use the property for offering public services, teaching, and research.

3.12.11 Revenue sharing agreement can also be made among inventors; in



the case of multiple inventors in the given IP application (in the absence of such agreement, royalty share will be done on an equal basis).

3.12.12 Where the inventor(s) and the external third party requesting the license of the same IP, preference for licensing may be given to the inventor(s) based on the nature of technology, amongst other considerations.

3.12.13 The policy is effective from

3.12.14 Director, Walchand College of Engineering, reserves the rights to update and modify the policy as and when required based on the recommendation of IPR Cell or Board of Governance.

3.12.15 Any individual (student, faculty, Staff) from the Institute can file a patent by taking NoC from the Institute Director through IPR Cell (Provided that condition given in Section 2.2.1 is not satisfied by the individual). Copy of the IPR has to be submitted to IPR Cell, and the inventor should inform the status of IPR from time to time to IPR Cell. In this case, all the financial and legal responsibility belongs to the individual. The Institute will not be responsible for any legal issues arising out of such individual IPR applications.

3.12.16 In the case of collaborative IPR (with institutes, research organization, industry), inventor(s) have to take NoC from Director of the Institute through IPR Cell. In this case, inventor has to submit a copy of IPR to IPR Cell. In case of collaborative IPR, any individual (who is not an employee/student of the Institute) or a company shall have to share the cost towards patent filing and registration in appropriate proportion.

3.12.17 Institute assumes no liability, legal or financial, for the nonconformance of the product or service, delivered by the third party, using its IPR.



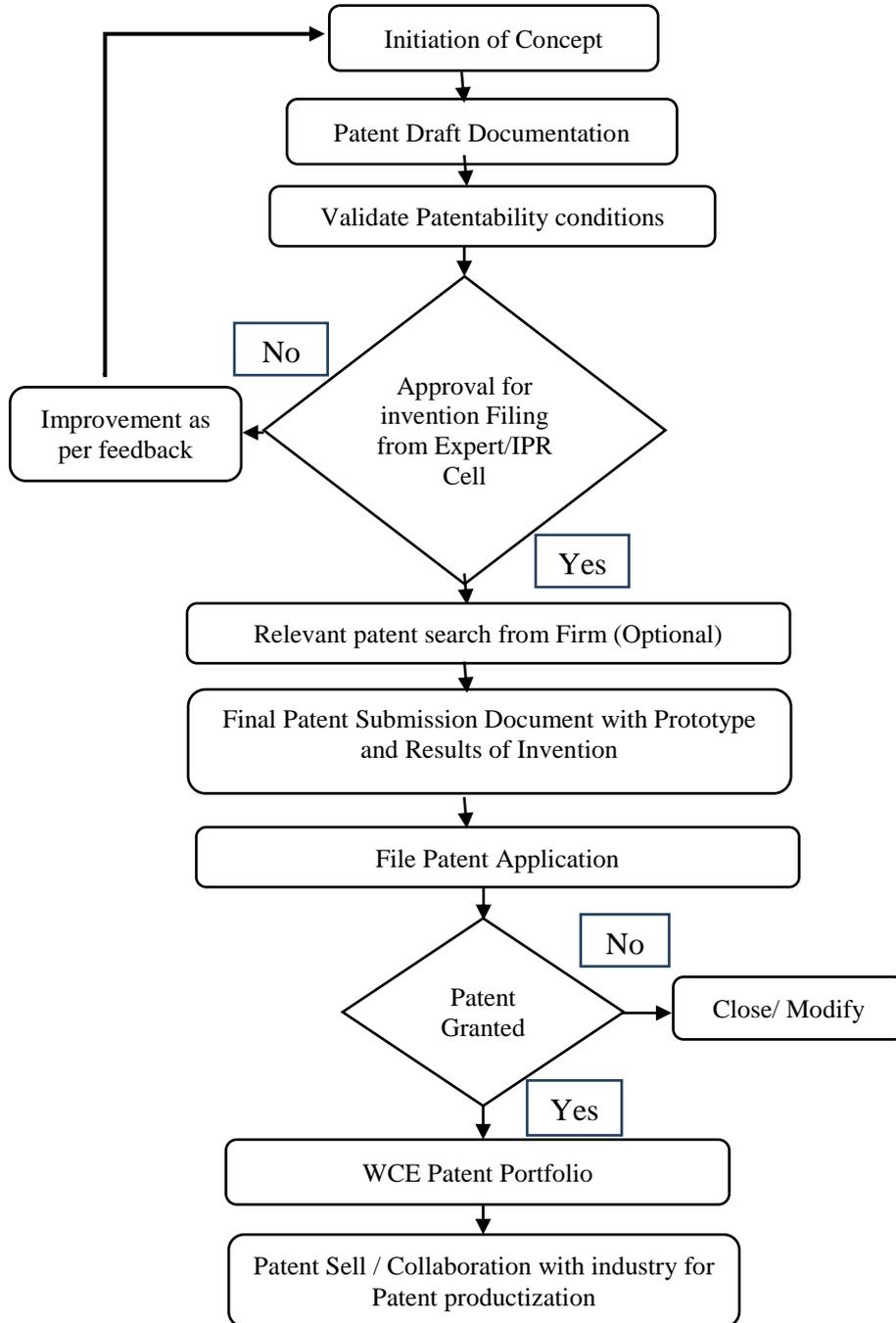
3.13 Undertakings, Agreements, and Contracts

- 3.13.1 Undertaking to be signed by all personnel to observe the IPR policy (separate format is available).
- 3.13.2 Disclosure, Confidentiality Agreement, Assignment Agreements by IP inventors (separate format is available).
- 3.13.3 Relevant Documents to be signed by the inventors while filing relevant IP application/s (separate format is available).
- 3.13.4 Revenue Sharing Agreement (separate format is available).
- 3.13.5 A technology transfer agreement, license agreement, IP Assignment agreement (separate format is available).



3.14 Institute Patent Application Process Flowcharts

3.14.1





3.14.2

Carrying out pre-prior art search by proposer using following resources to ensure that the Invention does not previously exist in the form of Patent or Non-Patent Literature
<https://patents.google.com>,
<http://www.uspto.gov/patents/process/search>,<http://ep.espacenet.com>,
<http://patentscope.wipo.int/search/en/search.jsf>,
<http://ipindia.nic.in/ipr/patent/patents.htm>,http://www.google.co.in/advanced_patent_search,

Downloading of two forms by proposer: (i) Request letter for patent filing (Form No: WCE/P-1) and (ii) Intellectual property disclosure format (IPDF) (Form No: WCE/P-2) form institute website (iii) Revenue Sharing form (Form No:

Submission of filled forms to IPR Cell and request for financial assistance to the WCE IPR Cell by proposer

Submission of pre-prior art search by proposer

Evaluation of the entire proposal by WCE IPR Cell

Is Proposal OK?

NO
Revision and Resubmission

YES

Forwarding proposal to the WCE appointed patent attorney for Prior-art Search using commercial database

Rejection due to technical/ethical reason

Inventor has the freedom to file patent and protect the invention on their own. But he/she must submit revenue sharing agreement form (WCEGP/P-3)

Is Prior-art search OK?

Needs Improvement

Patentabl

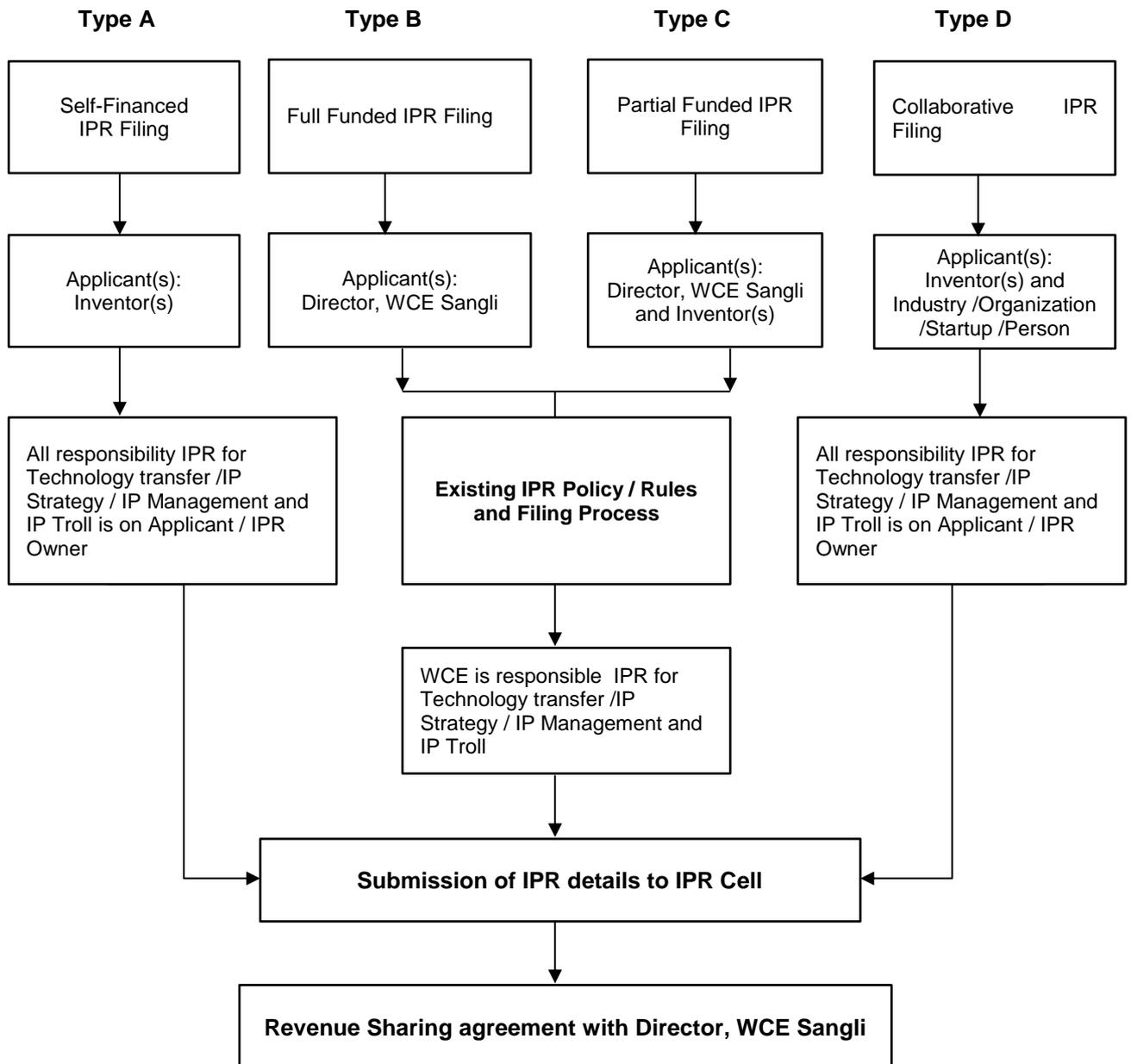
Initiation of drafting procedure in consultation with patent attorney

Submission of required forms/data to the attorney and follow-up of bill payments, reports by proposer



3.14.3

Institute IPR Filing Process Types Layout





3.15 The Process at IPR Cell

3.15.1 Submission of following forms to IPR Cell

3.15.1.1 Form WCE/P-1 (request letter for patent filing) through Head of the Department to IPR Cell (Please refer Annexure 1).

3.15.1.2 Form WCE/P-2 (Invention Disclosure Form) along with pre-prior art search report (Please refer Annexure 2) and draft revenue sharing undertaking (Please refer Annexure 3).

3.15.2 Scrutiny of the proposal in IPR cell meeting. (IPR meeting can be held twice a month. The meeting schedule will be flexible and decided according to the number of proposals received).

3.15.3 Evaluation of proposal by Technical review sub-committee (formed as directed in IPR policy). The sub-committee will submit the evaluation report as per the rubrics attached in Annexure 5. The IPR committee will submit the evaluation report after receiving report from sub-committee (Please refer in Annexure 4).

3.15.4 Approval for filing a patent from Institute appointed patent attorney by doing a commercial prior-art search.

3.15.5 Request for funding by the inventor.

3.15.6 Complete patent specification and filing by collaboration with a patent attorney.

3.16 Timeline Regarding Payment of Fees

Sr. No	Activity	Paid by	Paid to	Attorney fee in INR (Without taxes)	When to pay	Registration fee
1	Prior art search	To be paid by the Inventor initially. Institute shall reimburse the same if the search report is positive	Attorney	As applicable	At the time of prior-art	Nil
2	1. Drafting	Institute	Attorney	As	Before	Nil



	Patent Application accompanied by Complete Specification 2. Preparing a request for Early Publication 3. Preparing a request for Examination			applicable	drafting of the complete specification	
3	Patent filing at the patent office	Institute	Attorney (attorney will pay the registration fee online to the patent office)		At the time of registration	40500/- (Institute applicant) 8900/- Group of people (Amount as prescribed by Indian Patent Office)
4	Attending to and preparing and filing the response to the Examination report	Institute	Attorney	As applicable	After three years of filing	
5	Attending a hearing at the Patent office	Institute	Attorney	As applicable	After 3.5 years of filing	

3.17 Forms to be Submitted by Inventor/Applicant

Inventor(s) and the team have to fill the following forms:

3.17.1 Request letter for patent filing (Annexure 1 - Form WCE/P-1)

3.17.2 Invention Disclosure Form (Annexure 2 - Form No. WCE/P-2)

3.17.3 Draft revenue sharing undertaking (Annexure 3 - Form No. WCE/P-3)



Annexure 1

FORM NO. WCE/P-1

REQUEST LETTER FOR PATENT FILING

To
The Director,
WCE Sangli
Through: - Head of the Department

I/We working as.....
[Designation] in Department of

.....
have developed technical know-how Titled:
....., which I feel
has immense commercial potential, and can benefit the Institute. I have completed a pre-
prior art search through open-source websites and found it to be patentable.

The probable source of funding for the development of technical know-how in question is:

Self financed Institute funded Partial funded Collaborative

[If the source of funding is other than the Institute/self, then please attach the consent
letter and/or no-objection from the funding agency and Memorandum of understanding or
Agreements, if any]

- I will abide by the rules and regulations for filing patent at the Institute
- I will submit the necessary documents required throughout the process of patenting as and when required. I will provide complete cooperation with attorney and college authority during the patenting process.
- I also declare that by filing this Patent I am not violating any agreement/MoU with any third party

Signature
Name

Date



Annexure 2

FORM NO. WCE/P-2

WALCHAND COLLEGE OF ENGINEERING, SANGLI INVENTION DISCLOSURE FORM REQUIREMENTS FROM THE PROSPECTIVE PATENT APPLICANT

General Information:

1. Full name, address, and nationality of the Applicant/s:
2. Full name/s, address/s, and nationality of the inventor/s:
3. What is the relationship of the inventor with the applicant (employee/ consultant):
4. Address for correspondence with the name of the contact person, his designation, telephone, fax, and e-mail:
5. List of countries in which patent need to be filed by PCT/Conventional Route:

Information about Invention:

6. TITLE OF YOUR INVENTION – It should be brief, yet it should precisely give a fair indication of the nature of invention but need not go into the details of the invention itself e.g. “A sugarcane cutting device” or “A process for making an ayurvedic preparation for controlling diabetes” or “An automatic colour video imager” etc.



7. NATURE OF INVENTION: - It is a broad and expanded version of the title of invention.
8. **PRIOR ART** i.e. existing position about the subject matter of your invention (existing process, method or apparatus and other relevant information). The details of such existing or Prior Art should be given.
 - 8A. The deficiencies or drawbacks in the existing art ('Prior Art').
9. The purpose or object of your invention. Describe how the present invention overcomes the existing deficiencies technically i.e. the nature of technical advancement to do something or prevent something to improve the state of existing art.
10. COMPLETE DESCRIPTION OF YOUR INVENTION, WITH THE HELP OF SCHEMATIC DRAWINGS (IF NECESSARY). This means the constructional details of the machine or improved machine or various steps in a new process of the invention. The description should preferably begin with a short general statement of invention so as to show the **scope** of the invention. Description should also bring out all the salient technical features of the invention (as opposed to mere advantages). *(More specifically, list down all the elements of the invention, accordingly mark the same in the figures, and describe construction of the each element and their arrangement with respect each other)*
11. Schematic drawings, numbering each figure such as figure 1, figure 2 etc. and denoting the various parts in each figure by numerals; Graphic formulae should be given (organic chemistry invention). All these should be separately given along with other details as stated above. Explain the details of each figure in the description.
12. Any alternative/variations means/materials/configuration or a substitute for any of the elements of the invention (if any).
13. Advantages of your invention.
14. Example/s especially in chemical and pharmaceutical inventions (few illustrations are given at the end).

Commercial potential:

15. What are the

(a) Possible uses/application areas and/or products you feel may embody aspects of



your technology and

- (b) Possible end-users
- (c) Potential marketability including commercial suggestions viz.,
 - (1) input required,
 - (2) production capacity where applicable,
 - (3) raw material requirement,
 - (4) transfer form,
 - (5) target companies and countries,
 - (6) economic data,
 - (7) potential long-term commercial interest.

(Please provide as much information as possible; attach extra sheets if required) Prior disclosure and possible intent:

16. Has the invention been disclosed to industry representatives or third parties? Has any commercial interest been shown in it, and of what nature? Name companies and specific individuals and their titles.

Development stage:

17. Give your opinion on the current stage of development of the invention as it relates to its marketability (indicate appropriate response):

- a) ----- Embryonic (needs substantial work to bring to the market)
- b) ----- Partially developed (could be brought to market with significant investment)
- c) ----- Off-the-shelf (could be brought to market with nominal investment)
- d) Do you know of any other inventions that are congruent with this invention?

Signature of Inventor with date

Signature of Inventor with date



ILLUSTRATIONS OF EXAMPLES (PARA 9)

EXAMPLE 1 :

A process for producing cocoa nib or liquor with improved flavour comprising preparing a nib or a liquor from cocoa beans by fermentation for 1 to 15 days, adjusting the pH of the nib or liquor to pH 3-8, adding at least one protease, incubating the same for 5 minutes to 20 hours at temperature -60° C to hydrolyze proteins and peptides therein and removing the said enzymatically treated nib/liquor therefrom by known methods.



Annexure 3

FORM NO. WCE/P-3

WALCHAND COLLEGE OF ENGINEERING, SANGLI

REVENUE SHARING AGREEMENT FORM

To
The Director,
WCE Sangli
Through: - Head of the Department

I/Weof the Department of....., Walchand College of Engineering, Sangli, being the main inventor/ inventors of the invention titled ‘.....under the IP Application No....., do hereby agree to abide by the revenue sharing clause of the IPR Regulations of Walchand College of Engineering, Sangli.

Name(s) of the main inventor/Inventors
.....
.....

Signature(s)

.....

Date

Place



Annexure 4

Format of Rubric for evaluation of patent proposal (by IPR Cell)

Title of invention:

Inventor(s):

Department(s):

Disciplinary/interdisciplinary (tick)

Own/ in collaboration with industry/in collaboration with institute (type A/B/C/D):

Funding approx. cost needed:

Type of innovation: Incremental/ Disruptive/Breakthrough

S N	Information/question	(tick or write or rate)	Committe e member1	Committe e member2	Committe e member3	Committe e member4	Committe e chair person
1	Theme or Idea or topic is product / process/ method						
2	Confidentiality of patent maintained by inventors	Y/N					
3	Patentability criteria's? Y/N, If Y,	Y/N, need external agency					
	New and novel (section 3 and 4 of patent act)	Y/N					
	Non obvious to person skilled in art	Y/N					
	Industrial applications/utility, mention the probable area industry	Y/N					
	Stability	Y/N					
4	Own/ in collaboration with industry/in collaboration with institute (type A/B/C/D)	type A/B/C/D					
5	College Funding Needed now or near future approx. amount	Y/N amount:					
6	Prior art/literature survey done by inventor(s) personally.	Y/N, Prior art/literature survey					
	Google search done	Y/N					
	Research papers (Journal/conference)	Y/N					
	Books, websites	Y/N					
	Patent database Free/paid searched	Y/N					
	Books, Patent database Free/paid searched	Y/N					
9	IDF form sufficiently explain patents with diagrams	Y/N					
10	Draft of patent given? (Form 2)	Y/N					
11	Provisional or Complete	Provisional or					



	specification	Complete specification					
12	How many inventor(s) are involved patent work?	One/two/three or more					
13	Inventors and applicant are same or different? if different mention						
14	Whether lab notebook as a proof patent is maintained?						
15	Whether inventor(s) are interested in patent commercialization/technology transfer. Y/N and Mention. Is parallel development of patent and product.	Y/N and M commercialization or technology transfer Parallel/Not parallel					
16	Whether inventor(s) wish to develop product / process/ method by their own/ in collaboration with industry/in collaboration with institute) Mention the shares fees if external person or industry involved.	Y/N and own/ in collaboration with industry/in collaboration with institute. Fees share:					
17	Overall rating for patent proposal by IPR committee members.	Rating:					
18	Comment/suggestions						
19	Committee expert's/members confidence level on patent topic.	Rating:					
20	Sign with date						

Where, Y/N: Yes/No, Rate: Rating between 1 to 10 with 1 Low and 10 as high.

Documents submitted to IPR Cell:

- IDF, 2. Form2 complete spec, 3. diagrams 4. Results/datasheets 5. Prior art/literature survey, 6. MOU with person industry

Chairperson comments/Suggestion/Decision to IPR Cell:

Forwarded and recommended Forwarded with comments Rejected with reasons/comments

Approximate expenditure of patent:

Reasons/comments:

(Signature with Name of Chairperson with date)

Guidelines for inventor(s) and committee:

- Rubric questionnaire is guidelines to evaluate patent topic, committee can evaluate the technical competence of patent and give recommendations/comments to Director, WCE/Dean RND.



- 2 Inventor(s) has to give synoptic presentation to committee at least based on rubric point(s).
- 3 Inventor(s) may show some signed hardcopy of draft patent documents (invention disclosure, design of product / process/ method, results/datasheets etc.) to committee.
- 4 The inventor should complete the Non-disclosure agreement with the committee members and submit one copy of the same IPR cell.

(Copy Dean RND/HOD)



Annexure 5

Format of Rubric for evaluation of patent proposal (by Subcommittee)

Title of invention:

Inventor(s):

Department(s):

Disciplinary/interdisciplinary (tick)

S N	Information/question	Inventors inputs (tick or write or rate)	Committ ee member1	Committ ee member2	Committ ee member3	Committ ee member4	Committ ee chair person
1	Funding needed from Institute, if Y, Approx amount	Y/N					
2	Inventor(s) rating for expertise in the area of IPR.	Y/N Rating:					
3	Inventor(s) rating for expertise in the area of patent subject/topic.	Y/N Rating:					
4	Does inventor(s) know patentability criteria's? Y/N, If Y, explain following	Y/N, need external agency					
	New and novel	Y/N					
	Non obvious	Y/N					
	Industrial applications	Y/N					
5	Whether theme or Idea or topic is product / process/ method? Mention.	Y/N product / process/ method					
6	Whether theme or Idea is experimented/examined as a prototype? Y/N	Y/N experimented/exami ned					
7	Whether theme or Idea is ready with detail/draft design of product / process/ method? Y/N	Y/N, detail/draft design of product / process/ method					
8	Whether it is just theme or Idea or completed product / process/ method?	theme or Idea or completed product / process/ method					
9	Prior art/literature survey done by inventor(s) personally	Y/N, Prior art/literature survey					
	Google search done	Y/N					
	Research papers (Journal/conference)	Y/N					
	Books, websites	Y/N					
	Patent database Free/paid searched	Y/N					
10	Give related patents, paper titles /work if any for understanding topic of patent?	Mention count of Patent = and paper =					
11	Explain verbally research	research gaps					



	gaps found and relate your patent verbally.						
12	If experimented, show sample results/datasheets. Paper Published/exhibited in conference	Y/N, Published /Not Published/Presented/ Not presented					
13	How many inventor(s) are involved patent work?	One/two/three or more					
14	Whether proofs of originality of patent work are maintained?						
15	Whether lab notebook as a proof patent ownership is maintained?	Y/N,					
16	Whether inventor(s) are interested in patent commercialization/technology transfer. Y/N and Mention.	Y/N and M commercialization or technology transfer					
17	Whether inventor(s) wish to develop product / process/ method by their own/ in collaboration with industry/in collaboration with institute) Mention.	Y/N and own/ in collaboration with industry/in collaboration with institute					
18	Overall rating for patent proposal by Inventor(s) and committee	Rating:					
19	Comment/suggestions						
20	Committee expert's/members confidence level on patent area/topic?	Rating:					
21	Sign with date						

Where, Y/N: Yes/No, Rate: Rating between 1 to 10 with 1 Low and 10 as high.

Chairperson comments/Suggestion/Decision to IPR Cell:

Forwarded and recommended
Reasons/comments:

Forwarded with comments

Rejected with reasons/comments

(Signature with Name of Chairperson with date)

Guidelines for inventor(s) and committee:

1. Chairperson will call meeting of subcommittee and will inform by email to all concern.
2. Rubric questionnaire is guidelines to evaluate patent topic, committee can evaluate the technical competence of patent and give recommendations/comments to IPR cell.



3. Inventor(s) has to give synoptic presentation to committee at least based on rubric point(s).
4. Inventor(s) may show some signed hardcopy of draft patent documents (invention disclosure, design of product / process/ method, results/datasheets etc.) to committee and can take back immediately after presentation.
5. The inventor should complete the Non-disclosure agreement with the committee members and submit one copy of the same IPR cell.

(Received on IPR Cell signature and date)