



# तेजपुर विश्वविद्यालय / TEZPUR UNIVERSITY

(केंद्रीय विश्वविद्यालय / A Central University)

• कुलाध्यक्ष का सर्वोत्तम विश्वविद्यालय पुरस्कार, 2016 और एनआईआरएफ़ भारत रैंकिंग 2016: नं. 05

• Visitor's Best University Award, 2016 and NIRF India Ranking 2016: No. 05

कुल सचिव का कार्यालय / OFFICE OF THE REGISTRAR

तेजपुर-784028 :: असम / TEZPUR-784028 :: ASSAM

## अधिसूचना / Notification

दिनांक/Dated: 28-04-2025

तेजपुर विश्वविद्यालय के प्रबंधन मंडल के दिनांक 25.03.2025 के संकल्प संख्या B.124/2025/2/2.1 द्वारा अनुमोदित तेजपुर विश्वविद्यालय प्रौद्योगिकी हस्तांतरण नीति 2023 सभी संबंधितों के सूचनार्थ अधिसूचित की जाती है।

The Tezpur University Technology Transfer Policy 2023 approved by the Board of Management *vide* Resolution No. B.124/2025/2/2.1, dated 25.03.2025 is notified for information of all concerned.

प्रभारी कुलसचिव / Registrar i/c

दिनांक / Dated: 28.04.2025

मेमो संख्या / Memo No. F.13-1/97(GA-I)(Vol. IV)/215

प्रति सूचनार्थ / Copy for information to:

1. सभी संकायाध्यक्ष / All Deans
2. सभी विभागों/ केंद्रों/ कार्यालयों के अध्यक्ष / Heads of all Departments/Centres/Cells/Offices.
3. परीक्षा नियंत्रक / Controller of Examinations.
4. वित्त अधिकारी / Finance Officer.
5. वेबमास्टर को इस अनुरोध के साथ प्रेषित कि वे इस नीति को विश्वविद्यालय के वेबसाइट में अपलोड करें।  
Webmaster with a request to upload the Policy in TU website.
6. कुलपति के निजी सचिव को कुलपति महोदय के सूचनार्थ / PS to VC for kind information of VC.
7. संबंधित फाइल Concerned File.

प्रभारी कुलसचिव / Registrar i/c

**TEZPUR UNIVERSITY**  
**TECHNOLOGY TRANSFER POLICY 2023**

**(Approved by the Board of Management *vide* Res. No.B.124/2025/2/2.1, dated 25.03.2025)**

## **Preface**

Tezpur University recognizes that efficient management of Technology Transfer (TT) in an academic system enhances quality of research and technology with cohesive development of human resources with added skills and ethical values. Formulation of the Technology Transfer Policy for Tezpur University has been one of the significant steps towards creating an ecosystem for technology development, deployment and diffusion.

This Policy provides guidelines to all persons and institutions associated with Tezpur University on processes to be followed by innovators or inventors of Tezpur University and their like, about products of their creative endeavors, converting them into technical riches in the course of technology transfer for commercialization and societal growth.

The policy brings clarity to the process to be followed for the technology transfer to industry partner for commercial applications thereby motivating the innovators or inventors as well as creating a strong revenue stream to the Technology Enabling Centre, Tezpur University (TEC-TU) for fueling further activities towards its goal.

Upholding the essence of being a Public-funded Institution, the Policy intends that all the people associated with innovations and inventions to take concerted efforts to ensure that benefits of their creations are made available to the largest sections of our society.

The policy also sets directives for addressing any potential conflict of interest while transferring the technology that may arise between the transferor, transferee and the Centre.

# **Technology Transfer (TT) Policy of Tezpur University**

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## **1. Background**

Tezpur University was established in 1994 by an Act of Parliament [Act 45 of 1993]. The objects of this Central University as envisaged in the first schedule are that it shall strive to offer employment oriented and interdisciplinary courses to meet the local and regional aspirations and the development needs of the state of Assam and also offer courses and promote research in areas which are of special and direct relevance to the region and in emerging areas in Science and Technology.

The University since its inception has continually traversed a visionary path and strived to achieve academic excellence in creative teaching and research with a firm commitment to simultaneously serve the community through well targeted socially oriented outreach programmes. Significant efforts have also been made towards knowledge creation in the emerging areas of science and technology with special emphasis on transfer to industry for their possible commercialisation. In this context, the effective use of TT Policy within the university ecosystem becomes relevant.

## **2. The key features of the Tezpur University TT Policy :**

- 2.1 Operationalising an interactive framework and process for identification, documentation and assessment of technologies resulting from activities in the University and other academic institutions, industries and individuals in conformity with appropriate Intellectual Property Rights(IPR) Laws and modes of benefit sharing with the transferor and the transferee on earnings from technology transfer and commercialisation of the technologies.
- 2.2 Setting up of a TT Committee with defined role and responsibilities for overall management of TT in Tezpur University
- 2.3 Providing a platform for the students of academic institutions of NE India for transfer of their innovations created during their educational process.
- 2.4 Establishing a system and process for transfer of technology and commercialization of technologies at various stages of the innovation value chain
- 2.5 Formalising technology transfer agreements between the University and other organizations and individuals in the technology transfer process
- 2.6 Providing guidelines on conflict of interests, resolution of conflicts related to non-compliance to the University TT Policy.
- 2.7 Facilitating effective TT to grassroots innovators by advising on their innovations.

## **3. Scope**

This Policy envisages the broad approach of TEC-TU to the mechanism of transfer of technologies developed by investigators of Tezpur University and associated academic institutions and partners etc. for commercialisation and public use.

#### **4. Sources of technologies for transfer**

The sources of technologies for transfer would come from the following:

1. Ideas of Students, research scholars and academicians of academic institutions etc.
2. Development by Individual Investigators
3. IPR portfolio of Tezpur University associated academic institutions and partners etc.
4. Sponsored research projects
5. Joint development work with collaborating partners

#### **5. Identification of technology and assessment of technology readiness for technology transfer**

A step critical to success of technology transfer programme is the identification of technology that has a potential for commercialisation. TEC-TU shall assess the commercial potential and readiness of the technology to be transferred and also the competence of the technology acceptor following the details presented and applying the standard TRL (Technology Readiness Levels) definitions and due assessment procedures.

#### **6. Technology transfer organization at TU**

All Technology Transfers shall be organized through TEC-TU. It shall interface with concerned stakeholders and perform all activities concerning technology transfer such as Technology Transfer Documentation (TTD), Confidentiality and Non-Disclosure Agreement(s) and Memorandum of Agreement(s), conducting relevant meetings and processing according to the established University and DST procedures.

TEC-TU will consist of technology managers and engineers who will be the focal point of contact with industry for technology transfer and hand holding. It shall have overall responsibility of developing the Technology Transfer Document (TTD) including Confidentiality and Non-Disclosure Agreement(s) and Memorandum of Agreement(s), conducting review meeting and forward the proposal along with the technology transfer document to TTC. TEC-TU is responsible for getting the proposals reviewed by Technology Transfer Committee (TTC), interface with TT Policy Formulation Committee for policy level decisions and obtaining approvals from the competent authority.

The technologies that are approved for transfer will be transferred through an internal agreement MoA between TEC-TU, Inventor/Innovator/Creator/transferor and the industry/transferee. TEC-TU must be duly acknowledged for its support during the process of technology transfer by the transferor and transferee.

The University claims ownership of all the technologies developed by the persons engaged in Tezpur University as per the IPR Policy 2018 (clause number 6.1). All matters related to transfer of the said

technologies shall be administered by TEC-TU along with IPR Cell, TU in consultation with the parties in the said contracts. All technology transfers through TEC-TU shall be either exclusive or non-exclusive in nature. However, University will prefer technology transfer as non-exclusive in nature as the first option.

All technology transfer activities of technologies of grass-root innovators and innovators from outside the University shall be guided by TEC-TU upon receiving proposals from them for transfer. The innovator will have to send Expression of Interest for Technology transfer to TEC-TU.

### **6.1 Technology Transfer Committee (TTC)**

The Technology Transfer Committee (TTC) at TU is made up of senior university officials. Its main role is to review the proposals submitted by TEC-TU. The committee includes the Dean of Research and Development, the IPR Chair Professor, and members from departments relevant to the technology. The key responsibilities of the TTC are:

- Reviewing the proposals from TEC-TU and recommending them for approval to the appropriate authority.
- Suggesting the terms and conditions for technology transfer, such as deliverables, commitments from both the institute and industry, financial terms, exclusivity, and the duration of the agreement.
- Identifying and selecting the best industry partner for the technology.
- Negotiating the financial terms and conditions of the technology transfer with the industry partner to secure the best deal.

All decisions will be made in line with the IPR Policy 2018.

### **6.2 Approval of Proposal and recommendations of TTC**

The proposals and recommendations of the TTC shall be placed before the Vice Chancellor of Tezpur University for final approval. In all matters connected to technology transfer, the Vice Chancellor is the approving authority.

### **6.3 Technology Transfer Document (TTD)**

TTD is essential to facilitate smooth technology transfer to the transferee. Following transfer of the technology, essential documents such as essential details of know-how, relevant drawings, if any, Product details, Essential process details, Process parameters, Details of Packaging/ handling, if any etc. shall be submitted.

## **7. Transferee/ Industry Partner**

For translating the fruits of research from the laboratory to the market place, it is of great importance to select the right industrial partner to which is capable of overcoming the techno-commercial challenges in bringing a product to the market. The TTC shall be screening and identifying most suitable industry partner for the technologies for transfer.

A technology awaiting transfer may have certain technical gaps or may need certain specialized skill sets, facilities, processes or materials for its success. In such cases, industrial partner who provides these missing links either through own resources or by tapping other resources will be preferred. The ability of the industry partner to absorb the technology will be another criterion to look for. The industry partner must have people with requisite skills/ educational background to undertake the absorption and commercialisation of the technology. Also, technical strength, Research and Development capabilities, manufacturing facilities, size of the company, marketing strength, financial strength, brand and reputation may be considered as a criterion for the selection of the suitable industry partner.

## **8. Financials**

The Transferor and the Transferee shall pay the cost of consultancy and cost of other services as to be determined by TEC-TU during Technology Transfer at one time to TEC-TU. The amount of royalty will be as mutually agreed upon subject to at least 3% of the total turnover for the company having more than Rs. 10,00,000/-(ten lakhs) turnover and 1% of the total turnover in case for the company having less than Rs. 10,00,000 (ten lakhs) turnover to encourage the Start Up. However, a permanent employee/bonafide student from TU will be exempted from paying this fee. Any modifications /changes in the financial structure that are not envisaged now, but that reveal during the course of Technology Transfer shall be implemented with mutual consent of the parties at any stage during the course.

All benefit sharing resulting from commercialisation of the technology shall be as per the University IPR Policy 2018 [Clause 6.2]. According to the IPR Policy 2018, the revenue sharing arrangement between Tezpur University and the creators is 30:70 of the net earnings from the IP (after adjusting all expenditure by Tezpur University to get the said IP) in which the investigators have been involved. Out of the 30% share of the University, 50% share will be for development of TEC-TU and the rest will be for the development of the concerned laboratory of the department.

### **8.1 Transfer of technologies jointly owned by Tezpur University and other Institution/Industry**

For technologies jointly owned by Tezpur University and other Institution/Industry, all formalities will be as per the TT Policy of Tezpur University. Furthermore, the revenue sharing will be following the Clause 9 of the TT Policy of Tezpur University. In addition, the 30% of the University share earned by

the University will be equally shared among the joint owners and 70% of the innovator share may be equally shared among the innovator institutions, otherwise, innovators may also have equal sharing of the revenue.

## **9. Motivation and Organizational Incentives**

It is recognized that technology transfer activities are incidental to TU and albeit significant and important component of TU's programmes. However, development of technology per se, and its subsequent licensing is a challenging and daunting task involving several processes, i.e., detailed documentation ensuring absorption of technology by licensee industry, continuous hand holding support to industry during entire process of technology absorption, setting up and subsequently assisting the licensee in gainful productionization and its product marketing. All of this requires dedicated efforts, self-driven enthusiasm and a burning desire for success. Hence, it is essential to motivate and recognise the efforts of TEC-TU towards technology transfer activities. Adequate recognition in the form of incentives and or awards for successful technology transfer cases at the centre shall be encouraged.

## **10. Technology transfer special cases**

### **10.1 Technology transfer through incubation.**

Processes and prototypes developed in the laboratory need an extra development or scale up to be successful in the market. This specific customized development could take place with the help of interested industry under the guidance of a concerned Expert. TEC-TU shall facilitate incubation efforts and decide on modalities, on a case to case basis.

### **10.2 Technology transfer to Entrepreneurs**

An individual, who is desirous of starting a new business or setting up an industry with technology transferred through TEC-TU, must get the firm registered as per the provisions of law. However, in such cases, flexibility shall be shown while evaluating the technical, managerial, infrastructure and financial strength of the industry. Reasonable time shall be provided for realizing technology absorption and productionization.

### **10.3 Technology transfer for societal applications, non-governmental organizations (NGO's), non-profit organizations (NPO's) and community-based organizations (CBO's)**

NGOs, NPOs and CBOs and other similar entities play an important role in development of weaker, sections of community as well as service delivery in local and rural areas. There may be instances of technologies which may have wider societal applications. In these cases, there may be suitable rebates in Technology Transfer cost. Such decisions may be taken by TTC appropriately. However, standard terms of technology transfer/ licensing shall be applicable to industries showing interest in technologies having

societal applications with commercialization as end interest. TEC-TU must be acknowledged for its support during the process of technology transfer by the transferee organizations.

#### **10.4 Dual use technology / restrictive technology**

For technologies having dual use potential, recipient of technology should ensure that adequate norms stipulated by appropriate Government for export of dual use technology is followed and necessary clearances obtained. Whenever dual use or restrictive technologies are being offered for transfer, the category shall be clearly indicated in the formal communication to TTC and the competent authority.

#### **10.5 Foreign access to TEC-TU technology transfer**

The technology transfer activities of TEC-TU are primarily intended for the domestic utilization of technologies by Indian industries, academic institutes and individuals. However, in the context of liberalization and globalization, requests from foreign organizations for transfer technologies shall be encouraged as per the guidelines issued by Government of India. However, insofar as a technology transfer through TEC-TU to foreign organization/ industry is concerned, such requirements shall be dealt on a case to case basis, with necessary approval of the competent authority.

#### **10.6 Technology Transfer of non-patented technology**

For technologies that are non-patented, the transferee must declare the ownership of their invention/innovation to Tezpur University.

### **11. Disclosure of technologies to TEC-TU**

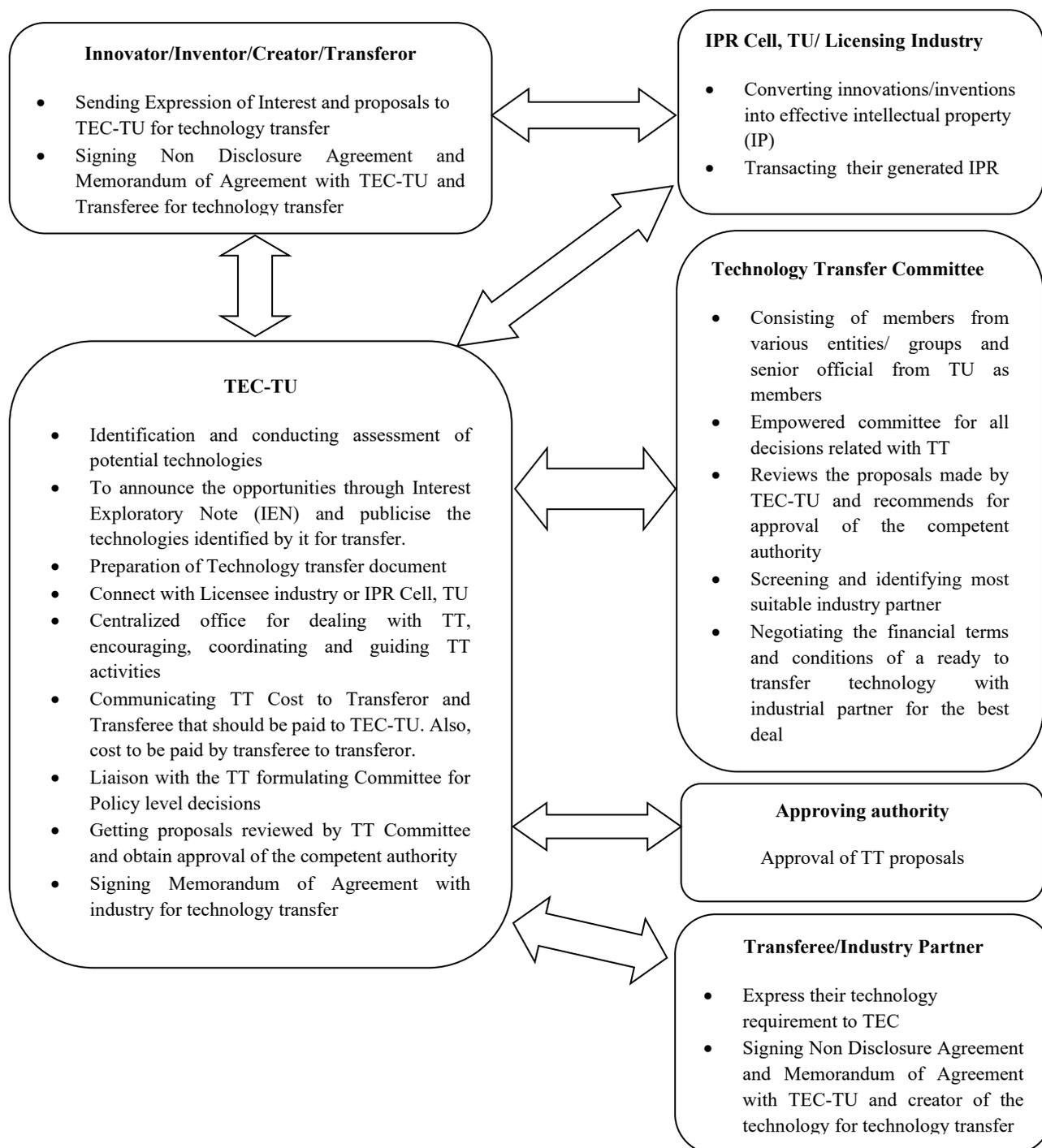
All technologies that are proposed to be transferred have to be necessarily disclosed to TEC-TU using the Technology Disclosure Form (TDF) to enable the TEC-TU to decide on the next course of action on whether the technology can be transferred or not.

All technologies resulting from the use of significant resources of Tezpur University regardless of the source of funding shall be disclosed and assigned to Tezpur University as per the disclosure requirements in clause 5 of the IPR Policy 2018 of Tezpur University.

### **12. Dispute Resolution**

In case of any disputes between the transferor, transferee and TEC-TU with regards to issues related to the Technology Transfer, the aggrieved party may appeal to the Vice-Chancellor of Tezpur University. The Vice-Chancellor shall arrange to address the concerns and if necessary, appoint a committee to look into the matter and make recommendations to the Vice-Chancellor. In all such cases the decision of the Vice-Chancellor shall be final and binding on both the concerned parties.

## Technology Transfer Work Flow





## TECHNOLOGY ENABLING CENTRE

Tezpur University

### Interest Exploratory Note

Technology Enabling Centre is looking for suitable Entrepreneurs/ Industries for technology transfer of the \_\_\_\_\_ Technology. Interested parties may please fill the attached Technology Transfer Request Form and send to TEC-TU through Post/ Courier/by hand/ E-mail.

*(Brief of the Technology)*



# TECHNOLOGY ENABLING CENTRE

Tezpur University

## Technology Transfer Request Form

1.	Name of the Technology/ Product/ Item for which Know-how is requested	
2.	Name of the Industry/ Organization	
3.	Address for Communication (Corporate Office)	
4.	Phone	
5.	E-mail	
6.	Fax No.	
7.	Website	
8.	Contact Person Name:	
9.	Contact Person Mobile:	
10.	Type of Industry/ Organization	Government/ PSU/ MSME/ Partnership/ Private Limited/ Public Limited/ NGO/ NPO (Non-Profit Organisation) / CBO (Community based organisation)/Start-up/ Others
11.	Category of the Industry/ Organization	Manufacturer/ Trader/ Distributor/ Authorised Agent/ Others
12.	Company/ Organisation Registration ID, Date and Place <i>(Please attach copy of Certificate of Incorporation/ Registration, GST Registration, MOA/ AoA and PAN)</i>	
13.	Shareholders of the Company (Name of shareholder and the percentage of share including FDI, if any)	
14.	Current Products/ Services of the Industry/ Organization (attach separate sheet, if required)	
15.	Major Customers Served (attach separate sheet, if required)	
16.	Any Technical collaboration with Foreign or other Indian Entities (If so, type of Collaboration)	

17.	Whether taken any Technology Transfer from TEC-TU earlier. If so, the details of the TT in terms of Technology Name, Centre, Year, Status	
18.	Involved in any activities in TEC-TU at present? If so, details thereof.	
19.	Financial Turnover during last 3 years ( <i>Please provide copy of Balance Sheet, Profit and Loss Statement along with annexures for the last three years</i> )	FY 2019-20:
		FY 2020-21:
		FY 2021-22:
20.	List of Equipment and Facilities available for Production/ Testing (Clean room/ fabrication facilities) <i>- Attach Separate sheet if required</i>	
21.	Quality Certification, if any	
22.	Number of Scientists/ Engineers/ Specialists employed in the Industry/ Organisation with field of specialization. <i>- Attach Separate sheet if required</i>	
23.	Intended use of the Technology to be transferred	
24.	Market assessment and Details for the Product/ Item/ Technology requested	
25.	Major achievements in the Past 3-5 years	
26.	Any other points	

*Note: Technology Transfer is at the sole discretion of TEC-TU as per the terms and conditions specified from time to time. Necessary fee for TT as mentioned in the TT Policy will be charged. Royalties, wherever prescribed, need to be paid.*

#### **DECLARATION**

I/We declare that the information given above is true to the best of our knowledge and belief. I/We agree to enter into a Confidentiality and Non-Disclosure Agreement with TEC-TU.

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

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

Date: \_\_\_\_\_

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

Place: \_\_\_\_\_

Company Seal

*[The duly filled in forms (with signature and seal of the Industry/ Organization in all pages) may please be sent to TEC-TU through Post/ Courier/by hand/ E-mail.]*

**Address:** Technology Enabling Centre, Tezpur University, Assam-784028  
**Phone:** 6000293336 **E-mail:** [tec@tezu.ernet.in](mailto:tec@tezu.ernet.in) **URL:** <http://www.tezu.ernet.in/tectu/index.php>

MEMORANDUM OF AGREEMENT FOR THE TRANSFER OF  
TECHNOLOGY OF \_\_\_\_\_

This Agreement made and executed on this \_\_ day of \_\_\_\_\_ 20

**BETWEEN**

The Coordinator, DST funded Technology Enabling Centre, Tezpur University represented by Registrar, Tezpur University hereinafter referred to as “TU” having its registered office at Tezpur University, Napaam, Tezpur, Sonitpur, Assam (India), Pin – 784028 of the first part.

**AND**

\_\_\_\_\_ a Company established as per the Provisions of Companies Act, 1956 having its registered Office at \_\_\_\_\_ represented by its Director, residential hereinafter referred to as “\_\_\_\_\_” of the second part.

**WITNESSETH**

Whereas, TU has over the years developed a technology (hereafter called “\_\_\_\_\_”), and has tested it in its laboratories and clinical areas,

whereas, \_\_\_\_\_ is a well-established company in India in the manufacture of \_\_\_\_\_ products. The mission of \_\_\_\_\_ continues to be to provide solutions that match the best in the world at very affordable prices.

The two participants of this agreement agree to take up jointly the transfer of the above technology on Non Exclusive basis from TU to \_\_\_\_\_ for commercial production, marketing and distribution.

Now this Agreement witnesses and it is agreed by the parties hereto as follows:

**1. INTERPRETATIONS**

- 1.1. TU shall be the collaborator of \_\_\_\_\_ in respect of the matters covered in this agreement. The collaboration is for the transfer of technology namely “\_\_\_\_\_”.
- 1.2. TU will follow its own procedures to select and designate personnel for the activities covered under this agreement.

- 1.3. "TU" shall be the owner of the Technology.
- 1.4. \_\_\_\_\_ would develop and manufacture "\_\_\_\_\_" in their manufacturing plants in India.
- 1.5. "MANUFACTURING PLANT" shall mean any factory, facility, works on premises set up in India by \_\_\_\_\_ for the production of "\_\_\_\_\_".
- 1.6. "NON EXCLUSIVE" shall mean that TU reserves the right to transfer the technology to any other company also.
- 1.7. TECHNICAL SPECIFICATIONS OF \_\_\_\_\_ is formulation based on \_\_\_\_\_

## **2. OBJECTIVES OF THE AGREEMENT**

- 2.1. The objective of this agreement is to transfer the Technology "\_\_\_\_\_" developed by TU to \_\_\_\_\_ and provide post marketing technical support in hardware & software to meet the specifications agreed upon.

## **3. TERMS OF THE AGREEMENT**

- 3.1. \_\_\_\_\_ may request consultation with experts at TU for assistance in the development of new \_\_\_\_\_ applications at \_\_\_\_\_. For such consultation, \_\_\_\_\_ will bear all expenditures on a per-diem basis.
- 3.2. \_\_\_\_\_ agrees to make sufficient number of samples to be field tested to validate the technique (at least \_\_\_ sample trial) in association with TU. Out of this, \_\_\_ samples will be given to TU at no cost for their testing and validation.
- 3.3. \_\_\_\_\_ also agrees to make a payment of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and GST as applicable to TU as an one-time technology transfer fee at the time of signing of this agreement.
- 3.4. It is the intention of TU that \_\_\_\_\_ should be distributed as widely as possible in India for education, research and clinical data. In consonance with this goal, \_\_\_\_\_ agrees to make and sell \_\_\_\_\_ at a price not exceeding \_\_\_ times the Bill of Materials (BoM) – this BoM includes all components and fabrication costs, and excludes company overheads and salaries. \_\_\_\_\_ will pay a royalty of (\_\_\_%) of sale price, payable to TU. This payment will be made on a \_\_\_\_\_ basis.
- 3.5. The figures of net sales for assessment of royalty payable by \_\_\_\_\_ to TU under this sub-class shall be on the basis of relevant books of records

maintained by \_\_\_\_\_ in the context of this agreement including the log book maintained at Factory outlet which shall be jointly audited by both TU and \_\_\_\_\_.

- 3.6. During the term of this Agreement none of the parties shall divulge/disclose to a third party any information received from the other in the course of transactions under this Agreement and shall preserve strict secrecy thereof except where required to facilitate \_\_\_\_\_ to share/divulge such information to other parties to carry out the manufacturing and/or marketing activities.
- 3.7. \_\_\_\_\_ will not use, modify and transfer the Technology/Products for their use or to any third party except for “Production of \_\_\_\_\_” without the concurrence of TU in writing.
- 3.8. \_\_\_\_\_ shall be responsible for the production and quality control of the product, its performance, packing and finished products. \_\_\_\_\_ may develop Standard Operating Procedures (SOPs) based on the “TECHNICAL KNOW-HOW” document. However, ‘TU’ would assist \_\_\_\_\_ till the Technology is perfected at the MANUFACTURING PLANT of \_\_\_\_\_ within the stipulated time of \_\_\_ months.
- 3.9. \_\_\_\_\_ would not be responsible for accidental loss of secrecy in situations where it can be proven beyond doubt that the loss of secrecy was without the fault of the \_\_\_\_\_ shall bring such incidents to the notice of the ‘TU’ within 30 days through legal methods of communication and shall ensure in writing that such incident has been taken note of by the \_\_\_\_\_ and necessary steps have been taken to ensure non-recurrence of such incidents.
- 3.10. \_\_\_\_\_ shall not at any time disclose the technical KNOW-HOW and/or THE PROCESS to any third party or person, without prior written consent of TU and shall take all possible precautions against any such disclosures or by its employees.
- 3.11. \_\_\_\_\_ shall not assign, transfer, encumber, mortgage, charge or sub-license or part with wholly or partially possession of, the TECHNICAL KNOW-HOW and/or PROCESS obtained from TU. Reciprocally, in the event of TU deciding to transfer the technology to any other company or organization as per clause 3.8, the sharing of Technical know-how would be limited only to the contribution by TU.

- 3.12. The TECHNOLOGY and TECHNICAL KNOW-HOW pertaining to \_\_\_\_\_ shall be provided by TU to \_\_\_\_\_ for a period of \_\_ (\_\_\_\_) years. After the expiry of this period, the TECHNOLOGY and TECHNICAL KNOW-HOW may be again offered to \_\_\_\_\_ for another period of \_\_ (\_\_\_\_) years, on mutually agreed fresh TERMS and CONDITIONS.
- 3.13. This Technology transfer agreement is on Non Exclusive basis, and TU shall be free to offer the same TECHNOLOGY and TECHNICAL KNOW-HOW to any other party at any point of time.
- 3.14. \_\_\_\_\_ agrees that the TU shall not be made responsible for non-implementation of the work by the \_\_\_\_\_ under this agreement either for research or commercial purpose and the \_\_\_\_\_ shall not claim any damage or loss against the TU.
- 3.15. TU reserves their right to exploit the use of their technical invention by obtaining patents, design registrations and copyright for the electronic design, the system design and software suites. TU can publish technical details of the hardware design / software code / formulation only after obtaining prior written consent of \_\_\_\_\_. The results arising out of the design of \_\_\_\_\_ can be used by TU for teaching and research purpose.
- 3.16. The intellectual Property, that is, know-how/techniques/patents / hardware design / codes of computer programme / formulation etc., shall continue to be the property of TU. TU agrees to license the Technology for \_\_\_\_\_ on a non-exclusive basis for it to manufacture and sell the product in India as long as \_\_\_\_\_ maintains the payment schedule and fulfill the obligations agreed to.
- 3.17. Neither TU nor \_\_\_\_\_ shall be held responsible for non-fulfillment of their respective obligations under this agreement due to force majeure conditions, such as but not limited to Acts of God, war, flood, earthquake, strike, lockouts, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of any such events the party affected thereby shall give notice in writing to the other party within one month of such occurrence or cessation. If the force majeure condition continues beyond six months, the parties shall mutually decide about the future course of action.
- 3.18. \_\_\_\_\_ will sell \_\_\_\_\_ to TU at \_\_\_\_ % of the retail price, and these numbers will be excluded from royalty payment.

#### **4. OBLIGATIONS OF AU AFTER SIGNING OF THIS AGREEMENT**

- 4.1. 'TU' shall prepare and provide necessary documents from time to time to facilitate the smooth transfer and absorption of "TECHNICAL KNOW-HOW" to \_\_\_\_\_ after the agreement comes into force.
- 4.2. \_\_\_\_\_ and TU will have the joint responsibility of ensuring the successful running of the process as per the milestone \_\_\_\_ after the commencement of this agreement.

#### **5. OBLIGATIONS OF \_\_\_\_\_ AFTER SIGNING THIS AGREEMENT**

- 5.1. \_\_\_\_\_ shall periodically (every \_\_ months) provide a list of Scientists, who have access to the details of the TECHNOLOGY and TECHNICAL KNOW-HOW of "\_\_\_\_\_" and will be responsible that no information is leaked out by their people while they are employed with \_\_\_\_\_. \_\_\_\_\_ shall also provide document describing mechanism of protection against leakage of information.
- 5.2. The product will display on the box and instruction manual that this \_\_\_\_\_ was manufactured by \_\_\_\_\_, designed by TU, Tezpur University during the concurrency of this Agreement.

#### **6. JOINT OBLIGATIONS OF '\_\_\_\_\_' AND 'TU'**

- 6.1. 'TU' will continue to carry out R&D work pertaining to \_\_\_\_\_. Additionally, R&D for \_\_\_\_\_ will continue at TU. All new developments developed by \_\_\_\_\_ will be owned by \_\_\_\_\_, and new features developed at TU will be owned by TU.

#### **7. CONFIDENTIALITY**

- 7.1. TU and \_\_\_\_\_ agree to hold in confidence all information/data designated by the parties as being confidential which is obtained from either party or created during the performance of this agreement and will not disclose the same to any third party without written consent of the other party.
- 7.2. The above confidentiality clause under this agreement excludes information/data not relating to \_\_\_\_\_ or independently developed ideas and information already available through public domain.

**8. ENTIRE AGREEMENT**

8.1. This Agreement shall be the sole instrument of the terms and conditions agreed to among the parties.

**9. NOTICES**

9.1. All the notices required to be served on the 'TU' / \_\_\_\_\_ under the terms of Agreement shall be deemed to be duly served if the same shall have been delivered to left with or posted by registered mail to their respective last known address.

**10. ARBITRATION**

10.1. In the event of any dispute or difference between the parties hereto, such disputes or difference shall be resolved by mutual discussions or through the good offices of the higher authorities of both the organizations. Should such differences or disputes remain unresolved even after the efforts of the higher authorities of both the organizations, then each party may appoint an independent arbitrator to settle the dispute as provided under the Arbitration and Conciliation Act 1996.

**11. DURATION OF THE AGREEMENT**

11.1. This agreement shall be for a period of \_\_ (\_\_\_\_) years from the date of its signing and can be renewed for another term/s from time to time on such terms and conditions as may be mutually decided by and between the parties.

**12. The TU is not liable for any legal obligations to any third parties.**

**13. The agreement is subject to Indian Law and to jurisdiction of Courts at Tezpur.**

**For and on behalf of**

**For and on behalf of Tezpur University**

\_\_\_\_\_ **Pvt. Ltd**

\_\_\_\_\_

Signature:

Signature:

Name/Seal:

Name/Seal:

Witnesses:

Witnesses:



TECHNOLOGY DISCLOSURE FORM FOR THE  
TECHNOLOGY TRANSFER OF INVENTIONS

तेजपुर विश्वविद्यालय

(एक केंद्रीय विश्वविद्यालय)

तेजपुर -784028, भारत

प्रौद्योगिकी सक्षम केंद्र  
TECHNOLOGY ENABLING CENTRE

TEZPUR UNIVERSITY  
(A Central University)  
Tezpur-784028, India

Annexure IV

1. Name of Technology(s):
2. Descriptive Title of Invention/project:
3. Inventor(s)

Name:	Name:
Employer:	Employer:
Email:	Email:
Phone No.:	Phone No.:
Home Address:	Home Address:
Signature/ Date:	Signature/ Date:
Name:	Name:
Employer:	Employer:
Email:	Email:
Phone No.:	Phone No.:
Home Address:	Home Address:
Signature/ Date:	Signature/ Date:
Name:	Name:
Employer:	Employer:
Email:	Email:
Phone No.:	Phone No.:
Home Address:	Home Address:
Signature/ Date:	Signature/ Date:
4. Source of funding for the project:  
Industry funded / Govt. aided / consultancy - with or without prior contractual agreement / any other:
5. Is the work bound by any agreement / contract / MOU?
6. Is the work patented?  
If Yes,
  - i. Is the patent for a process or product?
  - ii. Whether the patent is facilitated by any Patent Facilitation Centre (PFC) like NRDC, TIFAC etc.?

If No, are you willing to file a patent?
7. General area of the investigation and subject matter of the technology:
8. What is the stage of development of the invention? (idea / concept / early stage / proof of concept / prototype / industry interest or use) :
9. Date of start of the project:



TECHNOLOGY DISCLOSURE FORM FOR THE  
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TEZPUR UNIVERSITY  
(A Central University)  
Tezpur-784028, India

10. The readiness of the technology for transfer:
11. Attach to this form a Non-confidential Abstract of the invention addressing the items listed below:
  - (a) Description. Provide a brief general description that communicates the essence of the invention without disclosing pertinent technical details.
  - (b) Unique Selling Point. Describe how the essence of what the product or service better than its competitors.
  - (c) Application. Intended use of the invention, especially for commercial purposes. Be specific.
  - (d) Advantages. What is new and useful about the invention? Why is it better than the prior art?
  - (e) Current State of Development. Is the invention a concept only, fully developed and ready to license, or somewhere in between? Give some idea of how much development work would be needed to commercialize the invention.
12. Has the work been displayed anywhere?
13. Information available in the published literature (prior art) about the problem tackled
14. Unique features about the work done with respect to prior art (known knowledge)
  - a. Is the work a mere extension of common known knowledge? If so, please show the available knowledge and what is the extension proposed / implemented.
  - b. Has the work filled a major gap in prior art? If yes, please provide a brief description of the specific technical gap filled.
  - c. Has the work led to any major economic gains ( or will the proposed work lead to any significant economic gains).
  - d. Are there any environmental issues?
15. What aspect of the invention (or your findings/results) needs protection?
16. Has any costing of the product / process / invention been done?
17. What do you see as the commercial value of the invention? What is the market and how large is it?
18. List the names of companies that might be interested in licensing the invention. If you have contacts with these companies please list those as well.

I /We certify and declare that all the information provided above is true and correct to the best of my/our knowledge and belief.

Date:

Name (S)

Signature(S)

For any query, please contact:  
Technology Enabling Centre, Tezpur University (TEC-TU)  
SAIC Building, Tezpur University  
Napaam-784028, Assam  
Email: [tec@tezu.ernet.in](mailto:tec@tezu.ernet.in)  
Mobile:+ 91-6000293336