



टाटा मूलभूत अनुसंधान संस्थान

TATA INSTITUTE OF FUNDAMENTAL RESEARCH

होमी भाभा रोड, कुलाबा, मुंबई - 400005

Homi Bhabha Road, Colaba, Mumbai 400005

भारत सरकार के परमाणु ऊर्जा विभाग की स्वायत्त संस्था एवं समविश्वविद्यालय

An autonomous institute of the Department of Atomic Energy,
Government of India, and a Deemed University

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February 8, 2018

OFFICE ORDER OD-P3-2018

Intellectual Property Agreement between TIFR and Academic Staff Members

1. All the existing as well as new inductees under Academic Staff Category (which includes all TIFR Faculty Members, TIFR / Projects – Scientific Staff, Technical Staff, Post – Doctoral Fellows / Visiting Fellows, SRF's, JRF's, Engineers, Research Scientists, Research Associates, Students etc.) need to sign an Intellectual Property Agreement with TIFR.
2. The Intellectual Property Agreement Form to be signed by all (Copy Enclosed) has been uploaded on the Datanet. All academic staff members (as defined above) are required to sign and submit this form to the Establishment Section latest by March 31, 2018.
3. This supersedes all previous orders issued on the subject.

(Sandip Trivedi)
Director

TATA INSTITUTE OF FUNDAMENTAL RESEARCH

HomiBhabha Road, Colaba, Mumbai – 400005

Intellectual Property Agreement

This Agreement is made and executed on Day of 201

By and Between

Tata Institute of Fundamental Research of the address Homi Bhabha Road, Navy Nagar, Colaba, Mumbai, Maharashtra 400005 (hereinafter referred to as the “Institute” or “First Party)

And

Mr./Ms. _____ (name of the person), of the address

appointed as _____ (designation), at Tata Institute of Fundamental Research (hereinafter referred to as “Employee” or “Second Party”)

IT IS HEREBY AGREED as follows:-

That Second Party, in consideration being appointed as an employee/ Project Staff/ student/ _____ (the “**Relationship**”) by / at the Tata Institute of Fundamental Research (hereinafter referred to as the “**Institute**”), in consideration of the monthly emoluments and also the Institute Resources that are being provided for research, without any further consideration, undertake to abide by the following terms and conditions and to take all steps that are necessary to enforce / implement them:-

1. Any and all Intellectual Property that has been or that shall be developed and / or conceived and / or fixed in tangible medium or caused to be conceived and / or developed and / or fixed in tangible medium by me (solely or jointly with others),
 - (i) during the Relationship and within the scope of the Relationship and/or in the course of second party’s duties and / or roles and / or responsibilities of the Relationship and/or activities related to the Relationship and / or in the field or in relation to the field for which Second Party has entered into the Relationship;or
 - (ii) outside the scope and/or duties and/or activities of the Relationship but with significant use of or major use of the Institute Resourcesshall belong to the Institute (“**Institute IP**”), unless an agreement to the contrary or a special agreement has been executed by the Institute, in this regard or with regard

to Relationship with Second Party, in which case, such agreement shall govern the ownership of the intellectual property.

Second Party understands and agrees that

- (i) **"Intellectual Property"** means any property created or produced by intellect and includes but is not limited to any and all concepts, formula, systems, information, know-how, databases, designs, drawings, patterns, trade secrets, trademarks, original works of authorship, plant varieties, sound recording, videos, images, marks / symbols, domain names, software, patents, inventions, technologies, developments, improvements, materials, compounds, processes, all research results and research properties, whether or not registrable/ patentable under the law in force; and
 - (ii) **"Institute Resources"** means all resources and infrastructure provided by the Institute either in a direct or an indirect manner including materials, space, property, funds (all forms of funds whatever might be the source and includes Endowment funds), facilities, equipment, consumables and human resources.
2. Both Parties hereby agree and acknowledge that the above clauses shall not apply to any Intellectual Property which does not relate to Second Party's work at the Institute and which was developed by Second Party without using any of the Institute Resources and in Second Party's own time. Second Party understands that the above clauses shall apply to all the Intellectual Property developed by Second Party with significant use of or major use of Institute Resources. The decision of the TIFR Director in respect of "significant use" or "major use" shall be final and binding on the Second Party.
 3. The provisions of this Agreement shall survive the termination of the Relationship and the assignment of this Agreement by the Institute to any successor in interest or other assignee.
 4. This Agreement will be binding upon and inure to the benefit of each party's heirs, executors, administrators, legal representatives, successors, and assigns.

The parties have executed this Agreement on the respective dates set forth below:

INSTITUTE:

SECOND PARTY:

By: _____

By: _____

Signature:

Signature:

Designation:

Designation:

Date:

Date: