



**GOVERNMENT OF KERALA**

**Abstract**

Higher Education-Technical-Intellectual Property Policy(IPR)-Approved-Orders Issued

**HIGHER EDUCATION(G)DEPARTMENT**

G.O.(Rt)No.320/2024/HEDN Dated,Thiruvananthapuram, 04-03-2024

Read 1 Letter No.DTETVM/1247/2024-L4(PLA) dated 11.02.2024 from the Director of Technical Education

**ORDER**

The Director of Technical Education as per letter read above,has forwarded proposal for Intellectual Property Policy(IPR)for approval of Government. Intellectual Property Policy (IPR) was formulated with an objective to foster research, innovation, and commercialization in higher education institutions there by contributing to the state's knowledge economy.A committee was constituted to formulate an Intellectual Property Policy for government institutions under Technical Education, which aims to create an ecosystem for nurturing innovation and translating it into commercializable products and services, by adhering to ethical principles.

2.Government have examined the matter in detail and are pleased to approve the proposed Intellectual Property policy(IPR), which is attached herewith.

(By order of the Governor)

C AJAYAN

ADDITIONAL SECRETARY

To:

The Director of Technical Education,Thiruvananthapuram

The Principal Accountant General(Audit/&E),Kerala,Thiruvananthapuram

The Information Officer, Web & New Media,I & PRD,Thiruvananthapuram

[www.highereducation.kerala.gov.in](http://www.highereducation.kerala.gov.in)

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Forwarded /By order

Signed by

Gopakumar C R  
Section Officer

Date: 04-03-2024 14:56:08

## INTELLECTUAL PROPERTY POLICY

### 1. INTRODUCTION

The Intellectual Property Policy Document (hereafter referred as "IP Policy"), is applicable to all Government institutions such as Engineering Colleges, Polytechnic Colleges, Fine Arts Colleges, Technical High Schools, Commercial Institutes and Institutes of Fashion Designing (hereafter referred as "Institution") governed under Directorate of Technical Education, Kerala (hereafter referred as "DTE"). Personnel involved in creation of Intellectual Property include faculty and other employees of the institution, staff working on projects in the institution, registered students of the institution, students from other institutions and any other individual working in the institution. Each institution has to constitute an Intellectual Property Cell (hereafter referred as "IP cell") and Intellectual Property Management Committee (hereafter referred as "IPMC") for administering IP policy. IP cell guides, supports and facilitates all the IP related matters in the institution. All the major decisions and activities of IP cell related to management of IP are to be approved by IPMC of the Institution. This Intellectual Property Policy aims at nurturing creations, inventions and innovations in the institution following principles of ethics and assisting in translation and commercialization of products, processes and services.

### 2. OBJECTIVES

The objectives of the Intellectual Property Policy are

1. **Cultivate an Innovation-Friendly Environment** : Foster a conducive ecosystem in Institution that encourages innovation, by providing inventors with the resources, mentorship, and collaborative platforms necessary to inspire and develop groundbreaking ideas.
2. **Develop Clear and Comprehensive Guidelines** : Create a detailed and accessible set of guidelines to assist inventors, applicants, and all stakeholders in accelerating the intellectual property processes. These guidelines should cover the entire process from conceptualization to protection and commercialization, ensuring transparency and ease of understanding.
3. **Empower and Educate Inventors** : Empower inventors from Institution by offering tools and educational resources that enhance their understanding of intellectual property rights, legal considerations, and best practices. This objective aims to equip inventors with the knowledge needed to make informed decisions throughout the IP process.
4. **Facilitate Efficient IP Processes** : This objective seeks to enhance the speed and effectiveness of IP applications, examinations, and approvals, promoting a more agile and responsive environment.
5. **Optimize IP Commercialization** : Develop strategies to maximize the commercialization potential of intellectual property, ensuring inventors and applicants can translate their innovations into tangible benefits. This involves creating pathways for licensing, technology transfer, and other means of dissemination, with a focus on incentivizing and rewarding inventors for their contributions.

### 3. OWNERSHIP OF INTELLECTUAL PROPERTY

Intellectual Property (IP) includes Copyright, Patent, Trade Mark / Service Mark, Trade Secret, Confidential Information, Design Registration and Integrated Circuits Layout.

**3a) Copyright**

In general, Institution shall be the owner of the copyright of all copyrightable works created with the utilization of DTE/Institution-supported resources. To foster a research culture in institutions, DTE or Institution will not assert ownership rights in copyrightable works such as publications and books authored by personnel in the Institution. However, in all other cases, ownership of copyright shall be with the Institution, either wholly or partially, depending on the extent of utilizing DTE or Institution-supported resources in creating the copyrightable work. Any copyrightable work resulting from consultancy/ contract work will be owned by Institution, adhering to the terms specified in the work contract/ Memoranda of Understanding/ Agreement. When software is developed by personnel as part of their regular duties, the copyright will be vested with the Institution, in accordance with Indian Copyright law.

**3b) Patent, Design Registration, Trade Secret, Trade Mark / Service Mark, Confidential Information and Integrated Circuits Layout**

Institution shall be the owner of all invention(s) including software, designs and integrated circuit layouts created using funds or facilities provided entirely by the Institution or DTE. If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IP made in contracts/ Memoranda of Understanding/ Agreements governing such activity shall determine the ownership of IP. An inventor from the institution can own an IP when it is created by him without significant use of funds or resources from the institution and not connected with the profession he is engaged in the institution (which is to be certified by IPMC). Startups with student(s) as founder(s) may be eligible for co-ownership/ ownership of Intellectual Properties as an exception to the standard guidelines. Institution shall be the owner of trademarks/ service marks created for the Institution.

**4. INTELLECTUAL PROPERTY GOVERNANCE****4 a) Institution's Intellectual Property Management Committee (IPMC)**

The Institution's Intellectual Property Management Committee (IPMC), led by the Principal/ Head of the Institution, is the decision-making entity comprised of five key members, with the Principal/ Head of the Institution assuming the role of Chairman, three distinguished IP Experts, and the IP Cell Coordinator serving as the Member Convener. The Principal/ Head of the Institution holds the authority to augment the Committee with additional members, if deemed necessary. This Committee's tenure spans three years, and it has to oversee the administration of the Institution's intellectual property policy and address pertinent matters related to the IP Cell. The IP Cell Coordinator shoulders the responsibility of ensuring the effective implementation of all recommendations and decisions of IPMC.

**4 b) IP cell**

IP cell is constituted with a coordinator and member representatives from all departments/sections of the Institution. It extends assistance to all personnel including faculty, staff, students in the institution and personnel associated with activities of the Institution resulting in generation of IP and facilitates IP protection and ethical deployment. IP cell is mandated to conduct workshops to increase awareness on IP related issues.

**4 c) Assessment of Disclosed Intellectual Property**

The Institution's Intellectual Property Cell, acting as the vigilant custodian of IP of Institution, will rigorously evaluate disclosures submitted by the inventor. This comprehensive evaluation will ascertain the patentability of the invention or its potential protection through alternative

forms of intellectual property. Simultaneously, the IP Cell will conduct an assessment of the intellectual property's commercial viability, promptly communicating the patentability status through a detailed patent search report, which will be reviewed by the IPMC. Recommendations on the patentability of the invention will be provided to the inventor as soon as possible from the date of disclosure.

The Institution will enlist the expertise of an appointed IP Agent or a panel of IP Agents through government approved agencies like Patent Information Centre, Technology Transfer Organization, etc., tasked with providing technical and legal assistance for drafting, filing and maintenance of intellectual property applications. All financial obligations related to the drafting, filing and maintenance of Institution-owned intellectual property will be shouldered by the Institution.

For patent applications, the inventor and all concerned commit to maintaining confidentiality of pertinent details until the filing is complete. The information will remain confidential as long as the intellectual property retains commercial value. The inventor shall, as needed, furnish additional information and execute requisite documents for the effective protection and maintenance of the Institution's proprietary rights in the intellectual property.

In the event of the Institution's Intellectual Property (IP) Cell rejecting the patentability of the invention, the inventor retains the autonomy to make the decision regarding filing the patent on his own.

#### **4d) International Application Filing**

The IPMC may evaluate the commercial potential of intellectual property in one or more foreign countries before initiating a Patent Cooperation Treaty (PCT) application. Requests for filing patents in foreign countries will be considered based on the merit of the intellectual property.

#### **4e) Patent Renewal**

The Institution commits to covering patent fees for the initial twelve years from the date of filing of application in cases where the patent is owned by the Institution. Post this period, decisions on the continued maintenance of the patent will be made by the Institution following a comprehensive evaluation by the IPMC. If Institution decides not to renew IP, it may reassign the rights of the IP to the creator(s) / inventors well in advance or alternatively the inventors can approach the Institution for the assignment of rights to them.

#### **4f) Intellectual Property Resources Fund (IPF)**

The Institution will establish an 'Intellectual Property Resources Fund' (IPF) by allocating a portion of revenue generated from licensing and other sources. Additionally, a suitable corpus amount may be annually invested from the budget to fund the filing and registration of intellectual properties. The Institution can also support these activities as and when required by using internally generated funds from consultancy, sponsored research, etc. The IPF will be judiciously managed by the IP Cell of the Institution, ensuring sustained support for intellectual property activities.

### **5. INTELLECTUAL PROPERTY COMMERCIALIZATION**

The successful commercialization of intellectual property is contingent upon effective

mechanisms like licensing. The Institution shall actively involve in marketing intellectual property and identifying potential licensees. Active participation from inventors is anticipated in this process. It is preferable to adopt non-exclusive licensing of IP. In instances where the Institution chooses to grant exclusive license, it is preferable to be for 2 years or a shorter period as recommended by IPMC. Institution reserves the right to extent, modify and terminate the license. Institution may seek help from government approved IP management agencies for commercialization. In instances where exclusive rights have not been assigned to a third party, inventors are encouraged to independently identify potential licensees maintaining confidentiality through suitable agreements, such as Non-Disclosure Agreements (NDAs). Third parties seeking the transfer of rights must demonstrate technical and business capabilities essential for the effective commercialization of the intellectual property. The institution with the assistance of inventor shall ensure that proper advertisement for IP through institution website and by informing related industries is done and efforts have been made to identify best licensee in the best interest of the institution.

All costs related to the transfer of interest, rights, or ownership, as well as the ongoing maintenance of rights in Institution-owned property through licenses or alternative means, are the sole responsibility of the licensee or individual acquiring such rights. The Institution retains a non-exclusive, royalty-free license for using the IP exclusively for teaching and research purposes adhering to confidentiality agreements.

In the event that the Institution faces challenges in commercializing intellectual property within a reasonable timeframe not less than 12 years from the date of filing of application, the Institution may consider reassigning the rights to the inventors. Alternatively, in such cases, the inventors are empowered to approach the Institution for the assignment of rights to them. Revenue generated in such cases shall be shared with the institution as in section 8 on Revenue Sharing.

## **6. INTELLECTUAL PROPERTY RECORD KEEPING PROCEDURES**

All data, results and details generated by an inventor in the course of creation of intellectual property should be systematically and properly recorded with utmost confidentiality in the IP Cell and with the inventors.

## **7. STRICT CONFIDENTIALITY REQUIREMENTS**

Inventors and/or the Institution, engaged in the development of Institution-owned intellectual property, must strictly adhere to confidentiality standards regarding all pertinent information related to the intellectual property. Inventors and/or Institution personnel must exercise caution to avoid disclosing confidential details of Institution-owned intellectual property in their publications, speeches, or any other forms of communication.

## **8. REVENUE SHARING**

The sharing of net revenue generated from IP after deducting the expenses incurred will follow specific percentages outlined as follows. From cumulative revenue generated up to 1 crore INR from each IP, share will be 70% to the inventor(s) and 30% to the institution. From the cumulative revenue beyond 1 crore INR and upto 5 crores INR, the inventor(s) and the institution will receive 50% each. From the cumulative revenue above 5 crores INR, the distribution will be 30% for the inventor(s) and 70% for the institution. The share of the inventor(s) will be disbursed annually or on inventor's request. In case the revenue generated from IP is to be refunded by the Institution, for any reason whatsoever, all the inventors of the

IP must return their share, received if any, promptly to the Institution. The inventors must sign an undertaking to this effect before accepting the revenue share.

In case of joint ownership between institutions, unless specified otherwise in the Memorandum of Understanding (MoU) or contract agreement, the revenue will be evenly shared among the institutions.

#### **8a. FAIR APPORTIONMENT AMONG INDIVIDUAL INVENTORS**

In cases where more than one Inventor is involved, the primary responsibility for agreeing to the division of the Inventors' share of revenue among them rests with the Inventors. The inventors of IP shall sign an agreement for distribution of IP revenue among them at the time of invention disclosure. With mutual consent, the inventors can revise the distribution at a later point.

#### **8b. DEPARTURE FROM EMPLOYMENT**

The cessation of employment, whether through resignation, retirement, or project/course completion, under normal circumstances, will not impede an individual's right to receive a share of "Royalty(ies)," provided the IP/revenue was generated during their employment or association with the Institution. Such cessation will not absolve Institution Personnel from their obligations toward confidentiality or the procurement/registration of IP, insofar as executing necessary documents and/or assisting Institution Patent Agents toward the Institution's objectives.

#### **8c. POSTHUMOUS ARRANGEMENTS IN THE EVENT OF DEATH**

In the unfortunate event of the death of the Inventor, any due share of the revenue will be disbursed to the legal heirs of the inventor.

#### **8d. UTILIZATION OF REVENUE GENERATED FROM IP**

The Institution's share of revenue generated from Intellectual Property (IP) will be distributed as follows: 90% of the net income will be allocated to the Intellectual Property Resources Fund (IPRF) to support activities related to intellectual property, research, innovation, and awareness campaigns. The remaining 10% will be remitted annually to the Government of Kerala.

#### **9. PUBLICATION BASED ON IP**

If IP is patentable, it is appropriate to obtain the IP protection at least with a provisional application for patent before such an IP is either published or exchanged in order to protect academic and commercial value of IP.

#### **10. INFRINGEMENTS, DAMAGES, LIABILITY, AND INDEMNITY INSURANCE**

In adherence to a foundational policy stance, the Institution commits to actively pursuing indemnity in any contractual arrangement between the licensee and the Institution. This indemnity extends to legal proceedings, covering diverse areas such as manufacturing defects, production issues, design guarantees, up-gradation, and debugging obligations. The Institution, during the transfer of technology or copyrighted material, ensures the inclusion of a robust indemnity clause in agreements with licensee(s). The prerogative to engage in litigation related to patents and license infringements rests with the Institution.

## **11. CONFLICT OF INTEREST**

Inventor(s) are bound by the obligation to disclose any existing or potential conflicts of interest. Should the inventor(s) or their immediate family hold a stake in a licensee or potential licensee company, a full disclosure of the extent of their stake is mandatory. Approval from the Principal / Head of the Institution is a requisite for licensing or assigning rights for a patent to a company where the inventors have a stake, with due consideration given to this factor.

## **12. RIGHT TO REGULATE POLICY**

The Intellectual Property Management Committee is entrusted with the pivotal responsibility of interpreting these policies, resolving disputes concerning their interpretation and application, and recommending changes to the policy based on experiential insights suggesting the desirability of such changes.

## **13. DISPUTE RESOLUTION**

In the event of disputes between the Institution and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Director of Technical Education, Government of Kerala. Diligent efforts will be made to address the concerns of the aggrieved party. Decisions taken by the Director of Technical Education, Government of Kerala in this regard will be conclusive and binding.

## **14. LEGAL JURISDICTION**

As a matter of firm policy, all agreements executed by the Institution and disputes arising there from fall under the exclusive legal jurisdiction of the courts in Kerala. The resolution of such matters will be governed by the relevant laws in India.

## **15. ANNEXURE FORMS**

The annexure forms incorporated within the Intellectual Property (IP) Policy document collectively serve interconnected purposes, contributing to the development of a comprehensive framework for the management of intellectual property within the institution.

The IP Search Request Form (DTE IP D1) is designed for completion by the inventor, providing detailed information about the invention. This form is then submitted to the IP cell, initiating an extensive patent search. The meticulous searches conducted through DTE IP D1 allow individuals or entities to evaluate the existing patent and trademark landscape. Correspondingly, the IP Search Reply Form (DTE IP D2) furnishes a detailed response, assisting requesters in making well-informed decisions based on the patent search report and its findings. This document, provided by the IP cell after the patent search, must be submitted before the Intellectual Property Management Committee (IPMC) for the acceptance of the patent filing process. The IP Filing Form (DTE IP D3) is instrumental in streamlining the submission process for new IP applications, ensuring the capture of essential details for legal compliance. DTE IP D3 provides the final permission by the IP Cell Coordinator and IPMC Chairman for filing the patent in the name of the Institution. The Undertaking Form for Design Registration/Patent (DTE IP D4) establishes a legal commitment, delineating responsibilities and ownership for individuals, whether affiliated with an institution or external inventors. This form can be utilized by both institutional personnel and external inventors for design registration or patent filing. Each inventor is required to file a separate DTE IP D4 form. A regular permanent employee should be the witness in the document. The Invention Disclosure Form (DTE IP D5) plays a pivotal role in systematically capturing details about inventions,

initiating discussions on potential protection mechanisms. This document must be filed by the inventor to facilitate the commercialization procedure. Lastly, the Non-Disclosure Agreement (DTE IP D6) serves as a critical legal safeguard, ensuring the confidentiality of sensitive information exchanged during discussions related to intellectual property. It fosters collaborative innovation while mitigating risks of unauthorized disclosure or use. This document is utilized between inventors and industries for technology transfer. It is important to note that the above-mentioned documents are considered templates, and suitable changes can be made by the IPMC of the Institution as deemed necessary.



IP Search No:

Date:

**IP SEARCH REQUEST FORM**

(DTE IP D1)

**PARTICULARS OF THE INVENTOR**

Inventor Name:  
 Department /Lab:  
 Institution:  
 Email:  
 Mobile:

**DETAILS OF THE INVENTION**

Title of the Invention	<i>(Explanation broadest enough to cover the scope of Invention)</i>
Research area	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol> Precise area of research for searching the closest patent
Unmet Clinical need / Consumer Pain Point/ Technical Gap / Functional Requirement	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol> Focus on the technological or scientific gap that your product fills within the existing landscape.
Problems that your invention is addressing...in priority basis-	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol>
Keywords (Most closest with respect to your invention)	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> </ol>

**Prior Art search**

A prior art search involves searching various available sources to find out whether an invention has been previously described or detailed in other references. The most obvious form of prior art is previously granted patents and published patent applications.

IP Search No:

Reply Date:

**IP SEARCH REPLY FORM**

**(DTE IP D2)**

**PARTICULARS OF THE INVENTOR:**

Inventor Name:  
 Department /Lab:  
 Institution:

**TITLE OF THE INVENTION:**

**Report Attached (Tick the option)**

- Patent Search Report**
- Non-Patent Search Report**
- Novelty Report**

**Key Factor for evaluation**

<b><u>KF1</u></b>	
<b><u>KF2</u></b>	
<b><u>KF3</u></b>	
<b><u>KF4</u></b>	
<b><u>KF5</u></b>	
<b><u>KF6</u></b>	

**Key Feature Analysis against existing works**

<b><u>Citation No.</u></b>	<b><u>Key Features</u></b>

**Signature**

**IP Cell Coordinator**

**IPMC Chairman**

IP Filing No:

Filing Process Starting Date:

**IP FILING FORM**

**(DTE IP D3)**

**PARTICULARS OF THE INVENTOR:**

Inventor Name:  
Department /Lab:  
Institution:

**TITLE OF THE INVENTION:**

<u>No.</u>	<u>Applicant of the Patent</u>
1	
2	

<u>No.</u>	<u>Applicant of the Patent</u>	<u>Address</u>	<u>Signature</u>
1			
2			
3			
4			
5			

**Patent Filing Process Permission (Name and Dated Signature)**

- IP Cell Coordinator**
  
- Principal / Head of the Institution**

IP Filing No:

Date:

**UNDERTAKING DESIGN FORM / PATENT FOR INSTITUTION PERSONNEL /  
EXTERNAL INVENTOR (DTE IP D4)**

This is to state that I, Dr./Sri./Smt. ....  
(KTU ID of Student/ PEN: ..... ) in the Dept.: .....  
....., Institution: ....., have applied as  
a contributor for the Design / Patent Registration with the Title “.....  
.....  
.....

(Tick for internal Personnel) which is herewith totally being assigned to the  
(Institution). I do hereby give an undertaking that I shall under no circumstances make any  
claim in future, legal or otherwise with respect to this design. I shall also comply with all the  
statutory requirements which may be necessary in future for the granting, maintenance and  
furtherance of this design by the (Institution).

(Tick for External Inventor) which is herewith totally being as per the MoU between  
..... &  
.....  
..... dated ....., to promote co-operation in  
research & development between the parties in the areas of mutual interest. I do hereby give an  
undertaking that I shall under no circumstances make any claim in future, legal or otherwise  
with respect to this patent outside the boundaries of the MoU. I shall also comply with all the  
statutory requirements which may be necessary in future for the granting, maintenance and  
furtherance of this design by the (Institution).

	Inventor	Witness
Signature:		
Name:		
Designation:		
PEN / KTU ID:		

Place:

Date:

IP Filing No:

Date:

**INVENTION DISCLOSURE FORM****(DTE IP D5)****Title of the invention:**

Inventor(s):

Name:

Position:

Department:

Phone:

E-mail:

**Brief description of the invention:**

How does this invention relate to new processes, machines, compositions of matter, etc.?

Please cover the following points: -

- Describe the invention so that the IPMC of the Institution can evaluate the technical and commercial merits of the technology. -
- What are the advantages of the present invention over the comparable inventions?
- Has the invention been tested experimentally? Are experimental data available?
- Has the invention been patented or protected under confidentiality agreement?

Please use additional sheets to elaborate and to attach sketches, drawings, photographs and other materials that help illustrate the description.

**Commercial potential:**

What are the

- Possible uses/application areas and/or products you feel may embody aspects of your technology and
- Possible end-users
- Potential marketability including commercial suggestions viz., input required, Production capacity where applicable, raw material requirement, target companies and countries, economic data, Potential long-term commercial interest

(Please provide as information as possible; attach extra sheets if required)

**Prior disclosure and possible intent:**

Has the invention been disclosed to, entrepreneurs, 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.

Provide efforts made to advertise the invention and technology:

Terms &amp; conditions for technology transfer. Please indicate the extent of fees in lump sum and royalties that is to be contemplated.

Signature or Inventor(s) with date

IP Filing No:

Date:

**PATENT / INVENTION NON-DISCLOSURE AGREEMENT****(DTE IP D6)**

**I. THE PARTIES.** This Patent/Invention Non-Disclosure Agreement, hereinafter known as the "Agreement", is created on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, hereinafter known as the "Disclosing Party", and \_\_\_\_\_, hereinafter known as the "Receiving Party".

The Disclosing Party and Receiving Party wish to discuss and exchange certain items and information related to business programs, products, applications, systems, components, technologies, and business topics (the "Invention") which the parties hereto consider highly confidential and proprietary.

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

**II. TERMS & DEFINITIONS.**

- a. "Invention" shall mean all information relating to business programs, products, applications, systems, components, technologies, and business topics.
- b. "Confidential Information" shall mean all information provided by Disclosing Party with respect to the Invention regardless of whether it is written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine-readable documents. Confidential Information shall also include all information related to the Invention provided by Disclosing Party to Receiving Party prior to the signing of this Agreement. Confidential Information shall not include any of the following:
  1. such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party;
  2. such information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from Disclosing Party; or
  3. such information which Receiving Party acquired after the time of disclosure from a third party who did not require Receiving Party to hold the same in confidence and who did not acquire such technical information from Disclosing Party.
- c. "Disclosing Party" shall mean the party disclosing information to the other relating to the Invention.
- d. "Receiving Party" shall mean the party receiving information from the other relating to the Invention.

**III. USE OF CONFIDENTIAL INFORMATION.**

The Receiving Party agrees to:

- a. receive and maintain the Confidential Information in confidence;
- b. examine the Confidential Information at its own expense;
- c. not reproduce the Confidential Information or any part thereof without the express written consent of Disclosing Party;
- d. not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm, or corporation without the express written consent of Disclosing Party;
- e. limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to those officers and employees, if any, of the Receiving Party who have a need to know and an obligation to protect it;
- f. not use or utilize the Confidential Information without the express written consent of Disclosing Party;
- g. not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus, or device similar to any method, system, apparatus, or device embodied in the Confidential Information unless expressly authorized in writing by Disclosing Party; and
- h. utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the like.

#### **IV. RETURN OF CONFIDENTIAL INFORMATION**

All information provided by the Disclosing Party shall remain the property of the Disclosing Party. Receiving Party agrees to return all Confidential Information to Disclosing Party within 5 days of written demand by Disclosing Party. When the Receiving Party has finished reviewing the information provided by the Disclosing Party and has made a decision as to whether or not to work with the Disclosing Party, Receiving Party shall return all information to the Disclosing Party without retaining any copies.

#### **V. ENFORCEMENT**

The Receiving Party acknowledges and agrees that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. The company shall be entitled to all remedies available at law.

#### **VI. NON-ASSIGNABLE**

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

#### **VII. TIME-PERIOD**

This Confidential Information that is shared may not be disclosed by the Receiving Party to any 3<sup>rd</sup> party unless the information has been made public or written permission has been given by the Disclosing Party.

**VIII. GOVERNING LAW**

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions) shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

**IX. NO LICENSE**

Neither party does, by virtue of disclosure of the Confidential Information, grant, either expressly or by implication, estoppel or otherwise, any right or license to any patent, trade secret, invention, trademark, copyright, or other intellectual property right.

**X. BINDING NATURE**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

**XI. SEVERABILITY**

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

**XII. ENTIRE AGREEMENT**

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

Disclosing Party's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Receiving Party's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_