

कार्यालय ज्ञापन/ OFFICE MEMORANDUM

दिनांक 14.05.2026 को आयोजित गवर्निंग काउंसिल की बैठक द्वारा अनुमोदित आईएसएसटी के प्रौद्योगिकी हस्तांतरण नीति को संस्थान द्वारा तत्काल प्रभाव से कार्यान्वयन हेतु इसके साथ संलग्न किया जा रहा है/ The Technology Transfer Policy of IASST as approved by the Governing Council meeting held at 14.05.2026 is attached herewith for implementation by the institute with immediate effect.

इसे सक्षम प्राधिकारी के अनुमोदन से परिचालित किया जाता है/ This is circulated with the approval of the Competent Authority.

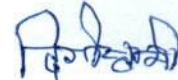


कुलसचिव, आई.एस.एस.टी./ Registrar, IASST

दिनांक: 02-07-2026

सं. ई.आई.एस.एस.टी/ 4pt (194)/2026-27/2710-2713
प्रतिलिपि प्रेषित:

1. प्रमुख आरएंडडी, आई.एस.एस.टी / All the Head of Divisions, Head R&D, Head SAIC, IASST
2. अधीक्षक, निदेशक कार्यालय, आई.एस.एस.टी (निदेशक महोदय को आवश्यक सूचनार्थ)/ Supdt. to the Director, IASST for kind information to the Director
3. प्रभारी आईटी प्रकोष्ठ, इस कार्यालय ज्ञापन को आरआर सहित संस्थान की वेबसाइट पर अपलोड करने के अनुरोध के साथ/ In charge IT Cell with a request to upload this O.M with the Technology Transfer policy in the website
4. संबंधित फाइल/ Concerned file.



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TECHNOLOGY TRANSFER POLICY

**INSTITUTE OF ADVANCED STUDY IN SCIENCE AND
TECHNOLOGY (IASST)**

**(An Autonomous Institute Under Department of Science and Technology,
Govt. of India)**

Vigyan Path, Paschim Boragaon, Garchuk, Guwahati-781035, Assam, India

Approved by the Governing Council in meeting held on 14 May, 2026

INTRODUCTION

Through the National IPR policy 2016, the GOI aimed to promote, create awareness, and enforce intellectual property rights. The policy recognises the abundance of creative and innovative energies that flow in India, and the need to tap into and channelize these energies towards a better and brighter future for all.

Technology transfer (TT) is a collaborative process that allows scientific findings, knowledge and intellectual property to flow from creators, such as universities and research institutions, to public and private users. Its goal is to transform inventions and scientific outcomes into new products and services that benefit society. It supports the life cycle of technology, from inception to market diffusion and commercialization.

I. IASST Perspective

Institute of Advanced Study in Science and Technology (IASST) is a premier scientific research organization in the north-east region. It is an autonomous R&D Institute under the Department of Science and Technology, Govt. of India. The Institute is engaged in multidisciplinary research activities, both in fundamental and applied, across frontier areas of science and technology.

In recent years, the institute has developed a number of technologies and a number of patents have been granted. This policy, formulated on Technology transfer (TT), will provide the framework on intellectual property ownership, revenue sharing mechanisms and norms for technology transfer, and commercialization.

II. Scope

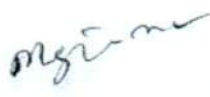
This document sets down the broad approach of IASST to the mechanism of transfer of technologies developed by the institute.

- Assessing the commercial potential of innovations and identification of ready-to-transfer technologies
- Different types of licenses and their variants
- Collaborative research and transfer of Know-How
- Criteria to assess Technology Readiness Levels (TRL)
- Marketing technologies to potential licensees and partners
- Finding industrial partners for technology transfer
- Technology Transfer Fees and Royalty Sharing
- Mandatory Provisions of Applicable Agreements
- Termination due to non-performance by the licensees

III. Objectives

This policy aims to ensure that that maximum number of applied research and technology development projects of the institute are ultimately transferred to an industry partner for commercial applications, thereby motivating the scientists as well as creating a strong revenue

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stream back to the institute for fuelling further research and development activities. This is done transparently considering all relevant techno-commercial factors and by documenting the commitments of the Institute and the Industrial partner.

The main objectives of the Technology Transfer Policy are:

- To establish a structured and transparent framework for technology transfer at IASST.
- To facilitate the translation of scientific research into practical applications for societal and industrial benefit.
- To protect intellectual property (IP) rights and encourage innovation and creativity among researchers.
- To promote collaborations with industry, government, and NGOs for technology commercialization.
- To support startup creation and entrepreneurship through licensing and incubation support.
- To ensure equitable sharing of benefits among inventors and the institute.

IV. Definitions

- **Technology Transfer:** The process of transferring scientific findings from one organization to another for the purpose of further development and commercialization.
- **Intellectual Property (IP):** Includes patents, copyrights, trademarks, trade secrets, know-how, and any other form of knowledge or information protected under IP laws.
- **Licensing:** The process by which rights to use technology or IP are granted to a third party under agreed terms and conditions.
- **Startups/Spin-offs:** New ventures created for the purpose of commercializing IASST technologies.
- **TT Cell (Technology Transfer Cell):** A dedicated unit at IASST responsible for managing and facilitating all technology transfer activities.

V. Technology Transfer Mechanisms

IASST shall adopt the following mechanisms for technology transfer:

1. **Licensing Agreements** – Exclusive or non-exclusive licenses and their variants may be granted to third parties, including industry partners and startups.
2. **Memoranda of Understanding (MoUs)** – Agreements for collaborative development and commercialization of technologies.
3. **Material Transfer Agreements (MTAs)** – For the transfer of biological or chemical materials.
4. **Collaborative R&D Projects** – Joint research projects with clearly defined IP rights and commercialization responsibilities.
5. **Consultancy Projects** – Engagements with external agencies utilizing IASST expertise and technology.
6. **Startups and Spin-offs** – Technologies can be transferred to startups created by researchers or students of IASST under specific terms.

VI. Technology Licensing


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Licensing implies an agreement between parties who receive and exchange approximately equal benefits and value. Technology licensing doesn't occur without IP (Intellectual Property). It is a consent of the owner to use the IP in exchange of some monetary value. Technology licensing can also be done on the know-how available.

Types of License:

Broadly, the technologies developed by IASST can be licensed to suitable Licensee(s) in the following ways:

1. Non-Exclusive License

Non-exclusive license means the license granted to multiple licensees to make and sell the technology or manufacture/commercialize the technology.

2. Exclusive License

Exclusive license shall mean that no person or business other than the named licensee has right to make, use, or sell the licensed technology/ IP for commercial purposes.

3. Region/Territory/Time Specific License

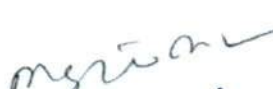
Region/Territory/Time Specific License means that the licensee is granted exclusive/non-Exclusive rights to use the licensed technology or intellectual property within a specified region, territory or time. The licensee shall have no right to make, use, or sell the licensed technology outside the specified region, territory or time.

VII. Technology Transfer Agreement

The transfer of knowledge and information about technology can take place in two ways- informally through transfer of knowledge, and formally through technology transfer agreements (contracts)

- **NDA:** Before exchanging any confidential information, ^{Collaborative} Non-Disclosure Agreement (NDA) is entered into with the potential Licensee for providing confidential information regarding the Technology for enabling due-diligence by the potential Licensee
- **IPR Agreement:** The Intellectual Property Rights Agreement (IPRA) protects the intellectual property of developers, such as trademarks, copyrights, patents, and trade secrets. These contracts are used to guarantee that the creator of the intellectual property is paid for their work and that others do not violate their rights to the intellectual property
- **License Agreement:** License Agreement (LA) for Transfer of Technology is entered between IASST and the Licensee for enabling transfer of technology
- **MTA Agreement:** Under Material Transfer Agreement (MTA) lab/ Institute can transfer relevant materials such as molecules, protocols, reagents, antibodies, microorganisms etc. The materials so transferred generally play an important role in technology development and commercialization.
- **Royalty Agreement:** A royalty agreement is a legal contract between a licensor and a licensee. The agreement grants the licensee the right to use the licensor's intellectual

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property in exchange for royalty payments. Usually royalty terms are covered under license agreement.

- **Regulatory Compliance Agreement:** Regulatory compliance refers to the adherence to the ordinances, regulations, policies, and benchmarks specified by governing bodies and regulatory authorities. It entails following the lawful provisions and responsibilities designed to ensure ethical conventions, safeguard public interests, maintain security, and mitigate threats. All regulatory aspects can also be covered under collaboration/license agreement.
- **R & D Collaboration and Product Development Agreement:** IASST may time to time sign agreements with industry partners within its niche areas of research for collaborative research and product development. In such cases, the T & C will be formulated between IASST and the industry partner by mutual discussion.

VIII. Technology Readiness Level (TRL)

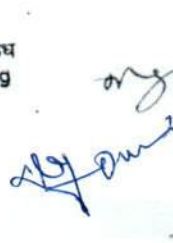
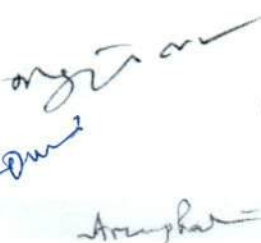
Technology Readiness Level (TRL) is a method for understanding the technical maturity of a technology during its acquisition phase and in subsequent monitoring and evaluation phases until these technologies, or products utilizing them, attain market readiness. Originally introduced by NASA, the TRL scale is a metric with nine technology readiness levels for describing the maturity of a technology from ideation stage (TRL-1) to highest degree of application/commercial readiness (TRL-9). For further details, please refer to Annexure I (Technology Readiness Level).

TRL 9	Market Launch and commercialization
TRL 8	
TRL 7	Pilot Plan and scale up
TRL 6	Technology development and prototypes
TRL 5	Technology Demonstration
TRL 4	Research to Prove feasibility
TRL 3	
TRL 2	Basic Technology Research
TRL 1	

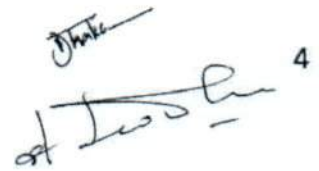
IX. Criteria to assess Technology Readiness

The commercial potential of the technology is connected to the value of technology i.e., its potential benefits, its advantages in the marketplace, and its impact on profitability of the

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licensee industry. Several essential technical, market and intellectual issues must be addressed while assessing the value. Secondary sources of information (e.g. published data, market research reports, web-browser searches) and primary sources must be evaluated. Primary sources include inventors, experts, end users and potential licensees.

The technology so identified shall be critically assessed as per the following criteria

- The readiness of the technology for transfer, i.e. ensure that all bugs up-to prototype stage have been ironed out
- Development status of the technology and its proven / repeatable usage in in-house activities
- Its chances of success in the likely recipient organisation, and
- The socio economic or commercial viability, as the case may be, of the product or process.

The assessment must also focus on commercial viability and strategic considerations amongst other things, considering the following questions

- Does it make a product that is better than existing technologies?
- Is someone willing and able to develop and build and someone willing to buy the end product and will both realise increase value?
- Is the technology been successfully demonstrated as an advanced prototype? If the innovation is merely a concept, the prospective technology adopters may not give it much credence.
- Can the technology be developed into a product that meets a substantiated need?
- Have companies/partners been identified that can and will take the technology from its current stage of development to a commercial product?
- Can adopting companies commercialise the technology at a cost and price that will provide acceptable return on investment?
- Have sufficient end users been identified that not only need the innovation but are willing to pay acceptable price?
- Does the technology add value throughout the supply chain?

X. Technology Transfer Cell (TTC)

One of the steps critical to success of technology transfer programme is the identification of technology that has a potential for commercialization. A dedicated **Technology Transfer Cell (TTC)** within the institute may be identified with, laid down responsibilities for end to end coordination, both within the organisation, i.e., the inventors, quality and testing teams and the potential licensee to ensure successful commercialisation of technologies. It must be ensured that such technologies maturity is assessed by rigorous screening process involving reliability testing quality certification, repeatability in in-house usage and proven worthiness.

The TTC encourages the faculty/inventor to review the Technology Transfer process overview and determine if their invention is ready for the preparation of a disclosure that can be submitted for protection of intellectual property rights by filing of a provisional patent. All disclosures

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submitted to the TTC will be reviewed and a recommendation will be made to the Competent Authority regarding support for the submission of a patent application. The TTC will also work with faculty on marketing and negotiating licensing agreements for intellectual property.

Functions of the Technology Transfer Cell (TT Cell) at IASST

The TT Cell shall:

1. Identify and evaluate technologies with potential for commercialization.
2. Facilitate patent filing and intellectual property (IP) protection for innovations.
3. Develop marketing and outreach strategies to attract potential licensees.
4. Engage with industry partners and investors for collaborative development and licensing.
5. Draft, negotiate, and execute technology transfer and licensing agreements.
6. Monitor implementation and compliance of executed agreements.
7. Facilitate training and capacity building for researchers on IP management, licensing, and commercialization.

Evaluation Criteria of the Technology Transfer Cell (TTC)

The TTC may consider the following relevant factors while evaluating a technology for transfer:

1. Technology Readiness Level (TRL) – maturity and stage of the technology.
2. Degree of Difficulty (DoD) – technical and developmental complexity.
3. Nature of Innovation – whether incremental or breakthrough.
4. Mode of Transfer – type of collaboration or licensing arrangement.
5. Deliverables and Institutional Commitments – obligations defined in the technology document.
6. Investment Made by the Institute – financial and infrastructural inputs by IASST.
7. Patent Value – residual life, scope of claims, and countries covered.
8. Market Potential and Impact – relevance in industry or clinical practice.
9. Market Dynamics – size, competition, and barriers to entry for start-ups.
10. Commercialization Challenges – likely issues to be faced by industry partners.
11. Threat of Obsolescence – risk of technology becoming outdated.
12. Level of Interest – number and seriousness of potential licensees or collaborators.

XI. Marketing in the Technology Transfer Process

Lab to market (L2M) is the process of transferring new technologies from the laboratory to the marketplace.

Several factors at the market level are necessary to generate effective technology transfer processes, such as sufficient firms that are able to invest the money, time, and efforts to turn the IP into marketable products; a market that is ready to buy the product once it has been fully developed and is ready for sale; an absorption capacity to assimilate new knowledge and apply it to commercial ends. At the same time, universities and research institutions also have several


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market-related challenges to address in order to establish successful technology transfer agreements.

(i) IP marketing in the context of Technology Transfer

How to market a technology that has potential, is a challenging task. This includes identifying appropriate markets, attracting business partners that can further develop, manufacture and disseminate products based on institute's IPRs, communicating effectively with potential consumers, and transmitting the right messaging.

IP marketing is a strategy of IP commercialization, which helps not only to promote existing IP assets, but also to convince businesses of the marketability of potential innovations. Therefore, the first step in the IP marketing process is to assure that there is an application for the technology.

The following modes may be adopted:

- First Right of Refusal goes to the inventors (Faculty, Research scholar/s, Project staff, Postdoctoral Fellow/s) and collaborating organisation/s, subject to mutually agreed terms and conditions. In case of Research scholar/s, Project staff, Postdoctoral Fellow/s (involved as Inventor) expressing interest to adopt the technology; a maximum of one year time may be given to open a start-up company. In the case of a non-exclusive license, if the inventor approaches after one year, the license may be considered as per the applicable rules.
- The inventor will apply for EOI (Expression of Interest) in prescribed format to TTC.
- Notification of technology in the website of the institute
- Publishing in social media
- Showcase in exhibitions (regional, national and international)
- Inviting expressions of interest from companies
- Negotiating the terms and conditions with the interested companies
- Signing of Memorandum of Understanding
- Transfer of technology documents
- Training the staff of the company/licensee
- Supporting the company/licensee till the product reaches the market

XI. First Right of Refusal goes to the inventors

- When it is non-exclusive license and if the inventor approach after one year can the license be denied?

(ii) IP valuation in the context of technology transfer

IP valuation is the process of identifying and measuring potential benefits and risks of an intangible asset. IP valuation is important for business planning, licensing, acquisitions, mergers, investments, joint ventures and loans. Valuation methodologies are important, because funding institutions are often willing to consider investment in research and innovative technologies, but lack the methodology with which to assess the value of IP assets.

Valuation of IP is projection of the potential value that the technology may generate in the specific market and context, taking into consideration the risk and changing value of the money


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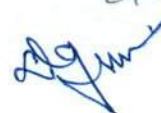












over the time. It is only an estimation depending on the experience of the valuator in the particular area and his or her ability to make technical, market and IP projections in the future.

If the technology transferred succeeds to capture the market in a large scale, it is probable that the royalty earned over a period of time becomes substantial enough to give a return multiple times the original investment in research.

XII. Finding industrial partners for technology transfer

It is utmost necessary to find out a right industrial partner in the process of Technology Transfer. IASST should target the most relevant and suitable partner(s) for our project. Before looking for technology transfer partners, we must have a clear idea of what we want to achieve and what we can offer and what are our research interests and priorities. We should be clear about our expected outcomes and impacts.

XIII. Technology Transfer Fees and Royalty Sharing

(I) Upfront Technology Transfer Fees

An upfront payment shall be applicable on licensing of technologies on case-to-case basis on technology valuation. The upfront payment shall be made as one-time payment based on Technology Readiness Level (TRL) of technology being licensed or as staggered payment based on the achievement of certain milestones.

The valuation of IP, upfront payment/Licensing Fees, royalty and consultancy fees for each Technology shall be determined by a Committee (specific committee to be formed for transfer of each technology) constituted by the Competent Authority, IASST consisting the Technology Developer, Members of the TTC of IASST and External Expert(s). The name of the committee may be "Technology Transfer Committee for the technology _____".

(II) Royalty from Net Sales

All Licensees of IASST commercializing IASST technologies shall make royalty payments from 'Ex-factory sales price' wherein 'Ex-factory sales price' shall mean gross sales made by the company/ its licensee/ its sub-licensee based on the MRP of the product excluding applicable excise duty, Goods and Services Tax (GST) or any other levies, as defined by the Indian Accounting Standards.'

XIV. Broad Principles for Licensing Fees and Royalty Determination

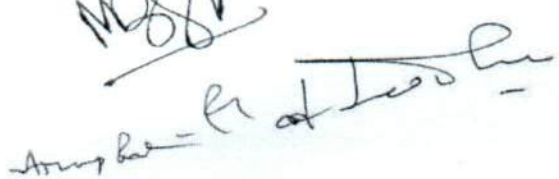
The royalty may be case to case basis (in the range of 1-7% ex-factory sale price) to be decided by the committee (specific committee to be formed for transfer of each technology). Financial statement along with royalty for any financial year must be submitted to IASST by 31st October of the following financial year. License fee and consultancy fees may be decided by the committee and to be paid by the licensee based on the milestones given in the Annexure VI (Technology Transfer Deliverables and Royalty Release Schedule).

XV. Delay in Payment of Royalty and Non-Payment


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1. In case of delay in payment of Royalty, the Licensee shall be liable to pay simple interest at the rate to be fixed by the IASST per annum, on the amount of default in payment of royalty for the period of delay.

2. In cases where three consecutive Royalty payments have not been made by the Licensee, it will result in Automatic termination of License with prior notice of 30 days to remedy the breach and make the payment.

XVI. Revenue Sharing and Benefit Distribution

The earning (royalty, license fee, consultancy fees etc.) from a technology transfer will be shared between IASST and its inventors at 30:70 proportion (30% for IASST and remaining 70% will be distributed among the inventors in a proportion as mentioned in the **Invention Disclosure Form; Annexure-II**).

XVI. Mandatory Provisions of Applicable Agreements

i) Branding and Acknowledgement

a) Support of IASST must be suitably acknowledged in the publications (papers, reports, advertisements, brochures, websites, flyers etc.) and products (labels, leaflets, package inserts etc.) by the Licensee.

ii) Use of IASST Logo on Product packages

a) Licensee shall at its own cost affix a label or plate or inscribe in a visible manner upon every box or packet containing the Product its components and spares the legend or inscription Technology(ies) developed with support from IASST with its logo.

Similarly, every advertisement, publicity material/customer literature/hoardings etc. in respect of the Product shall include the same legend in bold letters as aforesaid, at a conspicuous place in such advertisements/publicity material/customer literature/hoardings, etc.

b) The Licensee shall be permitted to use the IASST Logo as per the guidelines of IASST

iii) Regulatory Approvals

Licensee shall be responsible to apply for the required certifications and approvals necessary for commercialization of the technology nationally and internationally at their own cost.

iv) IASST Rights

IASST shall retain its rights

a) To use the technology and associated inventions or technology for educational and research purposes.

b) Non-exclusive license to commercialize in public interest Under exceptional circumstances, such as Government intervention and national emergency.

XVII. Non-performance


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i) In the event the Licensee is unable to commercialize the Product within 2 (Two) years from the date of licensing of the technology, IASST shall have the March-in-Rights and the Licensee shall be obligated to transfer the know-how to as many third-parties as IASST may wish.

ii) In the event the Licensee is unable to commercialise the Product within the stipulated period, due to unavoidable circumstances and causes beyond the control of the Licensee, the Licensee shall make a request in writing for extension of the time limit before the expiry of the date giving detailed reasons. This request will be carefully examined and considered on merit by the IASST.

iii) Upon expiration or termination of Agreement for any reason, the rights granted to Licensee shall terminate immediately. The Licensee may however be allowed using the know-how for period not exceeding more than 30 days to complete such orders that are in production at the time of termination and also existing stock lying on the date of termination shall be allowed to be liquidated.

XVIII. Dispute Resolution Mechanism

- i. To be resolved amicably and in good faith by mutual consultation.
- ii. The venue of arbitration shall be under the jurisdiction of Gauhati High Court, Guwahati.

XIX. Termination

i. Automatic Termination

Automatic termination for default in payment of amounts due and non-payment of royalties due for payment for three consecutive Royalty periods.

ii. Termination by IASST

IASST shall notify the Licensee regarding the breach of provisions under which license was given, thereby, invoking the provisions of termination giving one-month notice to remedy the breach. IASST shall have the right to foreclose and terminate if the default prevails even after serving notice, under following circumstances:

- a. for failure to achieve milestones within the timelines agreed between IASST and the Licensee,
- b. on account of submission of false reports or misrepresentations by the Licensee,
- c. if the Licensee suspends or discontinues manufacture of the Product for a period exceeding 1 year without obtaining prior written permission or extension from the IASST, except for reasons beyond the control of the Licensee and that are agreed by the IASST.

iii. Termination by Licensee

Licensee may at any point of time choose to terminate the applicable agreements after giving reasons with prior notice of at least three (03) months.

Under such circumstances, the Licensee shall


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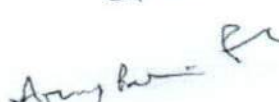












- a. Meet all the financial liabilities including Royalty payments due till that point of time,
- b. Submit a confidential report detailing the status of Technology development till that point of time, and;
- c. Cooperate with the IASST in transferring the Technology to third party.

Annexures

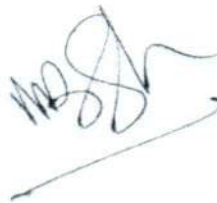
- Technology Readiness Level (TRL) – Annexure-I
- Invention Disclosure Form (IDF) – Annexure-II
- Technology Licensing Agreement (TLA) – Annexure-III
- Material Transfer Agreement (MTA) – Annexure-IV
- Non-Disclosure Agreement – Annexure-V
- Technology Transfer Deliverables and Royalty Release Schedule – Annexure-VI

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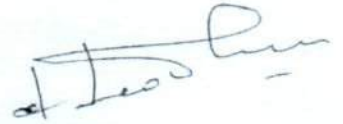


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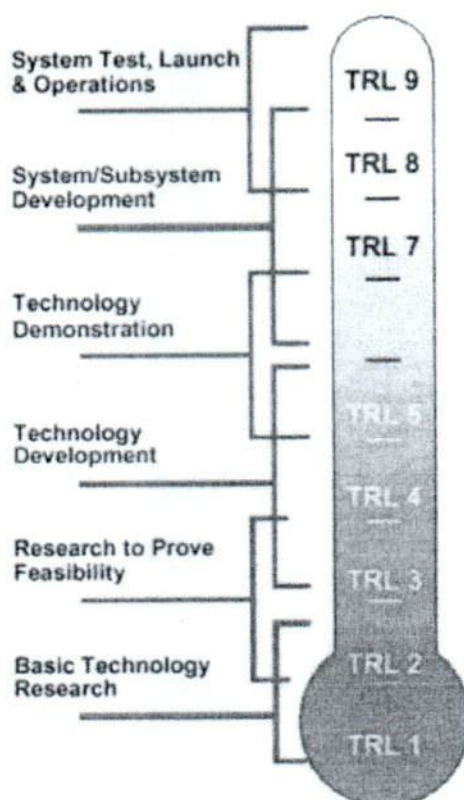


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TECHNOLOGY READINESS LEVELS (TRLs)

Technology readiness levels (TRLs) is a measure of estimating technology maturity of core technologies in a program during the selection process and in subsequent monitoring and evaluation phases until these technologies, or products utilizing them, attain market readiness. Originally introduced by NASA, the TRL scale is a metric with nine technology readiness levels for describing the maturity of a technology from ideation stage (TRL-1) to highest degree of application/commercial readiness (TRL-9). Levels in between covers establishment of proof of concepts, prototype developments, functional validations from models to real operational environments and clearances of mandatory regulatory barriers between levels towards market introduction of these technologies/products.



NASA Technology Readiness Levels

References:

- a.) Gustav Notander, EIT Health, European Union (Technology Readiness Levels – TRL- NASA's contribution to Horizon 2020.
- b.) Technology Readiness Assessment (TRA) Guidance. U.S. Department of Defense, (2011).

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- c.) Guidelines on Similar Biologics: Regulatory Requirements for Marketing Authorization in India (2016), Department of Biotechnology, India.
- d.) The TRL Scale as a Research & Innovation Policy Tool-EARTO Recommendations (2014).
- e.) TRL-NASA ESTO (https://www.nasa.gov/pdf/458490main_TRL_Definitions.pdf).
- f.) Banke, J., August 20, 2010, Technology Readiness Levels Demystified, NASA.
- g.) Crop Research Technology Readiness Level (TRL) (2016)-United State Department of Agriculture National Institute of Food and Agriculture Institute of Food Production and Sustainability.

Technology Readiness Levels Required for Applications

SL No	Thematic Area	Stage	Required TRL	Definition
1	Drugs (including Drug Delivery)	Proof of Concept Established	TRL-4	Efficacy, & safety of candidate drug formulation is demonstrated in a defined animal model (Results of formulation studies, pharmacokinetic studies & ADME, PD, safety of candidate formulations at preliminary level and efficacy in <i>in-vivo</i> disease model)
2	Regenerative Medicine	Proof of Concept Established	TRL-4	Candidate Optimization and Non-GLP <i>in vivo</i> Demonstration of Activity and Efficacy Animal Models: Initiate development of appropriate and relevant animal models(s) for the desired indications and perform non-GLP <i>in vivo</i> toxicity and efficacy. Assays: Initiate development of appropriate and relevant assays and associated reagents for the desired indications. Manufacturing: Manufacture laboratory scale (non-GMP) quantities of bulk product and proposed formulated product. Demonstrate non-GLP <i>in</i>

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				vivo activity and potential for efficacy consistent with the product's intended use (i.e., dose, schedule, duration, route of administration and route). Conduct initial non-GLP toxicity studies and determine pharmacodynamics and pharmacokinetics and/or immune response in appropriate animal models (as applicable). Initiate experiments to determine assays, parameters, surrogate markers, correlates of protection and endpoints to be used during non-clinical and clinical studies to further evaluate and characterize candidate(s).
3	Vaccines	Proof of Concept Established	TRL-4	Efficacy & safety of vaccine candidate is demonstrated in a defined animal model (Results of serological studies in different animals at preliminary level and efficacy in defined <i>in vivo</i> model, Manufacturing and QC release of vaccine for Studies, Scale up Development).
4	Clinical Trials	Early Stage Validation	TRL-5	Pre-clinical studies including GLP efficacy, acute and chronic toxicity, all the studies mandatory for safe exposure to humans such as repeat dose toxicity (RDT) and safety in animal model producing sufficient data for DCGI application for clinical trials.
5	Devices & Diagnostics	Proof of Concept Established	TRL-4	<u>Medical Devices/Diagnostic Devices:</u> Functional Prototype developed by integration of different

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				modules and safety, efficacy and performance of candidate device or system demonstrated in a defined laboratory, Simulated Environment or animal model (with Institutional Animal Ethics Committee approvals). <u>Diagnostic Kits:</u> Optimized core components integrated into the kit or platform (Microfluidics/ filter paper/ LFA etc) along with the reagents to come up with a functional prototype of the kit. Integrated system tested in house with metabolite, serial dilution or ELISA or spiked biological samples. <u>Biomedical Implants:</u> Material safety and or imaging compatibility proven in <i>in vivo</i> small animal model study (with Institutional Animal Ethics Committee approvals). Functional Prototype implant device developed as per the design in a near GMP condition. Sterilization and packaging established.
6	Bioinformatics	Early Stage Validation	TRL-5	Developed software technologies to integrate with different aspects of existing system; Developed software technologies implementations conform to target environment interfaces; experiments with realistic problems; rigorous alpha testing.
7	Industrial Biotechnology/Secondary Agriculture	Proof of Concept Established	TRL-4	Concept proven from lab scale to Bioreactor level experiments under optimized conditions at less than 100L.

				Necessary approvals to be obtained for using GMOs (RCGM/GEAC).
8	Agriculture	Late Stage Research	TRL 5	<u>Marker Assisted Selection:</u> Development of homozygous lines for gene of interest through marker assisted foreground and background selection. <u>Transgenics/ Gene Edits:</u> Integration and the expression analysis of the trans/cis- gene in the T1 generation. Bio control: <i>In vitro</i> evaluation and screening of local strains against target pathogens or insects. <u>Tissue Culture:</u> Optimization of conditions for hardening and establishment of plants inside greenhouse/ net house.
9	Aqua Culture and Fisheries	Early Stage Validation	TRL 5	Component and or basic subsystem technology tested /validated in controlled conditions in smaller tanks in laboratory/hatchery with proper control following statistically designed protocols.
10	Veterinary	Early Stage Validation	TRL 5	<u>Drugs/vaccines:</u> Demonstration of proof of concept (PoC) in limited number of animals (by serological studies). Working on feasible formulation development and conducting safety and efficacy studies). <u>Devices</u> “High-fidelity” laboratory integration of components. The basic technological components are integrated with reasonably realistic supporting elements so they can be tested in a simulated environment.

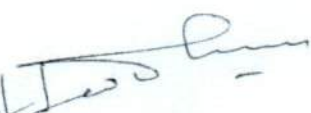
The bottom of the page contains several handwritten signatures and initials in blue ink. From left to right, there is a signature that appears to be 'Jhat', followed by 'Mgita', 'MSJ', and a large signature that looks like 'A. I. S. H.'. Below these, there are more initials, including 'Agam' and 'Anurag Kumar'.

				<u>Diagnostics</u> Establish all the diagnostic kits to have desired specificity & sensitivity based on the data generated.
11	Clean Energy & Environmental Solutions	Proof of Concept Established	TRL-4	Demonstrated technology at pilot stage.

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Invention Disclosure Form (IDF)

Each IDF shall have an IDF Serial Number, which shall be assigned by the IPRMC at the time of receipt.
IDF has 4 parts -

- a) Part A- Administrative
- b) Part B- About creator(s)
- c) Part C- Technical
- e) Part D – Harvesting arrangements

Part A: Administrative

IDF Srl No: _____

1. Date of IDF Submission:

2. Title of Invention :

3. Field of Invention:

4. Place of Invention:

5. a) Source of Fund:

b) Name of collaborating organization(s), if any:

c) in case of externally funded project, the relevant clause number for IPR in the MoU/MoA/Contract/Grant order (Also, please provide a copy of the document having the relevant clause) -

6. Are any bio-resources involved in the invention? Yes / No

(Please see National Biodiversity Act 2002 including its updates, and rules made thereunder).

a) If yes, to above then, mention details thereof

9. General area of the patent application to be filed:

a) Is the invention related with atomic energy : Yes / No
(see Atomic Energy Act of India 1962, and its updates)

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for ...

MSH

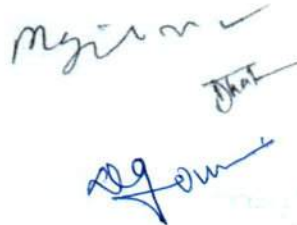
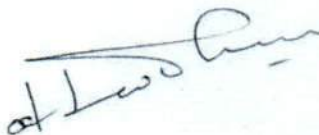
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Invention Disclosure Form: Part B

Details of the Creator(s)

1) Name: _____
Designation: _____
Department: _____
Address: _____
Email-Id(s): _____
Phone Number(s): _____
Name of PhD Guide: _____
(if designation is student)

2) Name: _____
Designation: _____
Department: _____
Address: _____
Email-Id(s): _____
Phone Number(s): _____
Name of PhD Guide: _____
(if designation is student)



Invention Disclosure Form: Part C – Technical

1. Field of Invention (Scope):
2. Background (Prior Art):
3. Defects in background:
4. Suggestions to remove defects:
5. Object of Invention:
6. Statement of Invention:
7. Description of Invention:

8. Comparative Statements:

	Prior Art Process	Improvement of the Process
1.Efficiency		
2.Cost		
3.Ease		
4.Environment Protection		

9. Claims:
10. Market Potential (Prospective Users) :

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Invention Disclosure Form: Part D – Invention Harvesting

1. Share of inventors in the proceeds of commercialisation –

Sl No	Name of the person/ Organisation	Affiliated with (if any)	Address	Email id (s)	Ph. No(s)	% share in proceeds	Signature

Inventor	Signature	Date
Inventor	Signature	Date
Inventor	Signature	Date
Inventor	Signature	Date
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Inventor	Signature	Date
Inventor	Signature	Date

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Acknowledgement of Receipt of IDF

(To be issued by ITC-FMC)

IDF number: _____ IDF Date: _____

Submitted By: _____ Received On date: _____

Received By: _____

It is certified that ITC-FMC of IASST, Guwahati has received the above Invention Disclosure from the inventor(s) as mentioned above.

ITC-FMC takes the responsibility to pursue protection of the intellectual property, as per the Policy of IASST, while maintaining confidentiality of this invention. ITC-FMC further confirms that it shall keep the inventor(s) updated about any development related protection / transfer of this intellectual property. ITC-FMC also assures that it shall not process any other IDF, for any invention which is related to this invention, without sending notice to the inventor(s) of this IDF.

Signature of Member Secretary, ITC-FMC _____

Date: _____

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Notice Inviting Objection on Intellectual Property Protection

IPR, Technology and Consultancy - Financial Management Committee (ITC-FMC), IASST, Guwahati has received an Invention Disclosure Form (IDF) as per the following :

IDF Number:

IDF Date:

Invention Title :

Invention summary:

Name of the inventor(s) :

If any one finds any anomaly in this IDF, may inform the Member Secretary, ITCFMC via email, with a copy marked to the Director, IASST.

In case no adverse information is received within date _____ < 7 days> _____, the ITC-FMC shall proceed to the next step of protecting the Intellectual Property Rights for this Invention.

Signature:

(Name)

Member Secretary, ITC-FMC, IASST, Guwahati

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S. J. M.

M. S. M.

at IASST
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**INSTITUTE OF ADVANCED STUDY IN SCIENCE AND TECHNOLOGY (IASST),
GUWAHATI**

SAMPLE TECHNOLOGY LICENSING AGREEMENT (TLA)

(Confidential – For Official Use)

This Licensing Agreement is made and entered into on this ____ day of _____, 20__, at Guwahati, Assam, India,

BY AND BETWEEN:

The Institute of Advanced Study in Science and Technology (IASST), Guwahati, an autonomous R&D institute under the Department of Science and Technology (DST), Government of India, having its office at Paschim Boragaon, Guwahati – 781035, Assam, India (hereinafter referred to as the 'Licensor'), and M/s _____, a company/firm incorporated under the laws of India having its registered office at _____ (hereinafter referred to as the 'Licensee').

WHEREAS:

1. The Licensor is the owner of certain intellectual property described below (the "Technology"), developed at IASST by its scientists/researchers.
2. The Licensee desires to obtain from the Licensor, and the Licensor is willing to grant to the Licensee, a license to use the said Technology for commercial purposes, subject to the terms and conditions set forth herein.

1. DEFINITIONS

Technology: the process/product/invention titled _____, protected under Patent/Application No./IASST Technology No. _____, developed at IASST.

Effective Date: the date of execution of this Agreement.

Licensed Product: any product, process, or service developed using the Technology.

Net Sales: gross sales revenue received by the Licensee less GST, returns, and standard trade discounts.

Field of Use: _____

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Territory: _____

2. GRANT OF LICENSE

2.1 The Licensor hereby grants to the Licensee a [exclusive / non-exclusive] license to use, manufacture, and sell the Licensed Product within the defined Field of Use and Territory.

2.2 The License does not confer any ownership rights in the Technology or related intellectual property.

2.3 Sub-licensing shall not be permitted without prior written consent of the Licensor.

3. TERM AND RENEWAL

3.1 This Agreement shall remain in force for a period of _____ years from the Effective Date.

3.2 It may be renewed for further periods upon mutual agreement in writing, subject to satisfactory performance and compliance with the terms herein.

4. CONSIDERATION AND PAYMENT TERMS

4.1 The Licensee shall pay to the Licensor:

a) Upfront License Fee: ₹ _____ (Rupees _____ only), payable within thirty (30) days from the Effective Date.

b) Royalty: ____% of the Net Sales of the Licensed Product, payable quarterly.

c) Consultancy and other fees:

4.2 Royalty statements shall be submitted within thirty (30) days after the end of each quarter, along with payment.

4.3 All payments shall be made in Indian Rupees to 'Director, IASST, Guwahati,' via bank transfer or demand draft.

5. CONFIDENTIALITY

5.1 The Licensee shall maintain strict confidentiality of all technical, scientific, and business information received from the Licensor.

5.2 This obligation shall survive termination of the Agreement for a period of five (5) years.

6. PERFORMANCE OBLIGATIONS

6.1 The Licensee shall make reasonable efforts to develop, manufacture, and market the Licensed Product within _____ year of the Effective Date.

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6.2 The Licensee shall not misuse or modify the Technology in a manner that affects its originality or violates applicable laws.

6.3 The Licensor shall have the right to inspect and monitor progress or quality compliance.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 The ownership of the Technology and all related intellectual property shall remain with IASST, Guwahati.

7.2 Any improvements or modifications made by the Licensee shall be promptly disclosed to IASST, and ownership shall be determined by mutual agreement.

7.3 The Licensee shall acknowledge IASST as the technology source in all communications, packaging, and marketing materials.

8. INDEMNITY AND LIABILITY

8.1 The Licensee agrees to indemnify and hold IASST harmless from any claims, damages, or liabilities arising from the manufacture or sale of Licensed Products.

8.2 The Licensor makes no warranties, express or implied, as to the performance or merchantability of the Technology.

9. TERMINATION

This Agreement may be terminated:

a) By either party, upon 60 days' written notice, for material breach not cured within that period.

b) By the Licensor, if the Licensee fails to commence commercial production within two (2) years.

c) Automatically, upon bankruptcy or liquidation of the Licensee.

Upon termination, all rights granted to the Licensee shall cease immediately.

10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the Courts at Guwahati, Assam.

11. NOTICES

All notices shall be sent in writing to:

For the Licensor:

Director

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At IASST
Amey Kumar

Institute of Advanced Study in Science and Technology (IASST)
Paschim Boragaon, Guwahati – 781035, Assam, India

For the Licensee:

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior communications, whether oral or written, regarding the subject matter herein.

IN WITNESS WHEREOF

For the Licensors (IASST)

For the Licensee

Name: _____

Name: _____

Designation: _____

Designation: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Seal of IASST

Company Seal

Witnesses

Name

Address

Signature

Annexures

Annexure A – Description of the Technology

Annexure B – Patent / IP Details

Annexure C – Payment Schedule and Royalty Reporting Format

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ANNEXURE IV

INSTITUTE OF ADVANCED STUDY IN SCIENCE AND TECHNOLOGY (IASST), GUWAHATI

(Confidential – For Research and Academic Use Only)

SAMPLE MATERIAL TRANSFER AGREEMENT (MTA)

This Agreement is made on this ____ day of _____, 20__, between the Institute of Advanced Study in Science and Technology (IASST), an autonomous institute under the Department of Science and Technology (DST), Government of India, having its registered office at Paschim Boragaon, Guwahati – 781035, Assam, India (hereinafter referred to as the 'Provider'), and _____, (Institution/Organization/Company) having its office at _____ (hereinafter referred to as the 'Recipient').

1. PURPOSE

The Provider agrees to transfer and the Recipient agrees to receive the material described in Annexure-I (hereinafter referred to as the 'Material') solely for the purpose of research and academic use as detailed in Annexure-II. The Material shall not be used for any commercial, diagnostic, or human application without prior written consent of the Provider.

2. DESCRIPTION OF MATERIAL

The Material and related details shall be as described in Annexure-I including name, type, quantity, source, and biosafety category.

3. OWNERSHIP AND INTELLECTUAL PROPERTY

The Material and associated information remain the sole property of the Provider. The Recipient shall not claim ownership or IP rights over the Material or derivatives thereof without mutual agreement. Any invention arising from the Material shall be discussed for joint ownership as per institutional IP policy.

4. USE AND RESTRICTIONS

The Material shall be used only for the approved purpose by qualified personnel under appropriate safety conditions. It shall not be redistributed (Third party use) or used in human applications without written permission and must comply with biosafety, bioethics, and regulatory norms of India.

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Any unpublished or proprietary information accompanying the Material shall be kept confidential and used only for the approved purpose. This obligation shall survive for five (5) years after termination of the Agreement.

The Recipient may publish results derived from the use of the Material with proper authorship/acknowledgment to IASST and the Provider Scientist on mutual agreement. A copy of the manuscript must be shared before submission to ensure no confidential data is disclosed.

The Material is provided 'as is', without warranty as to quality or fitness. The Recipient assumes responsibility for safe handling, storage, and use. IASST shall not be liable for any damages arising from the use of the Material.

Upon completion or termination, the Recipient shall return or destroy unused Material under institutional safety supervision.

This Agreement remains valid for ____ years and may be terminated by either party with 30 days' written notice. Confidentiality and IP obligations shall survive termination.

This Agreement is governed by the laws of India, and disputes shall be subject to the exclusive jurisdiction of the Courts at Guwahati, Assam.

Seal of Institution

Signature

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[Signature]
[Signature]
[Signature]

Annexure I – Description of Material(s)

(Include name, type, quantity, source, and biosafety information)

Annexure II – Research Purpose and Intended Use

Annexure III – Biosafety Category / Regulatory Clearance

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ANNEXURE V

NON - DISCLOSURE AGREEMENT

This Agreement made on this ____ day of _____, ____ (the 'Effective Date')

BETWEEN:

1.and having its office at..... (hereinafter referred to as.....) represented by.....

AND

2.

(Herein after referred to, individually, as the " Party" and collectively, as the "Parties")

Whereas the Parties are, or will be, evaluating, discussing and negotiating a potential relationship concerning the _____

_____ (specify the purpose)

And Whereas the Parties may, in these evaluations, discussions and negotiations, disclose to each other information that is technically and /or commercially confidential.

And Whereas the Parties have agreed that disclosure and use of such technical and/or commercial confidential information shall be made and on the terms and conditions of this Agreement.

Now Therefore, it is agreed as follows:

1. Definitions: In this agreement the following terms shall, unless the context otherwise requires, have the following meaning:

(i) '**Discloser**' means the Party disclosing Confidential Information to the other Party under this Agreement.

(ii) '**Recipient**' means the Party receiving Confidential Information from the other Party under this Agreement.

(iii) '**Confidential Information**' means any information, which shall include but is not limited to proprietary, confidential and/or trade secret information of Discloser and/or other information possessed by Discloser relating to, among other things, Discloser's products, materials, samples, services, technology, methodologies, specifications, manufacturing or operating methods, know-how, business or marketing plans, or business relationship,. disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form

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of samples, models, computer programs, drawings or other instruments) furnished by the Discloser to the Recipient under this Agreement.

Provided that Confidential Information shall not include information that: (a) was in the public domain when disclosed; (b) becomes public domain after disclosure, other than as a result of Recipient's violation of this Agreement; (c) was in Recipient's possession when disclosed and was not acquired directly or indirectly from Discloser; (d) is shown by written evidence to have been developed by Recipient independently after disclosure without benefit of the Confidential Information; or (e) was received after disclosure from a third party who did not require it to be held in confidence and who did not acquire it directly or indirectly from Discloser.

(iv) **'Contemplated Agreement'** means any future legally binding Agreement between the Parties in respect of the Project envisaged under this Agreement

2. General Provisions:

- 2.1 Recipient shall not use Confidential Information except for the purposes contemplated by this Agreement
- 2.2 Recipient shall not disclose Confidential Information except to its employees, or to potential suppliers or subcontractors which Discloser has approved in advance, in each case only to the extent necessary to achieve the purposes contemplated by this Agreement and only to persons legally bound by written agreement or otherwise to comply with Recipient's obligations under this Agreement, provided that Recipient shall be liable for breach of any improper disclosure of Confidential Information by any such employees, potential suppliers or subcontractors
- 2.3 Recipient shall use at least the same degree of care to safeguard Confidential Information that it uses to protect its own confidential and proprietary information, and in any event not less than a reasonable degree of care under the circumstances, and may make copies of Confidential Materials only as needed for such purpose, all of which shall include any existing markings indicating that they are Confidential Information of Discloser, or shall have markings supplied by Recipient.
- 2.4 During the term of this agreement, Recipient agrees not to reverse engineer, deconstruct or analyze for composition or structure any samples or tangible materials constituting Confidential Information without the written consent of Discloser.
- 2.5 Recipient agrees that the Discloser is and shall remain the exclusive owner of the Confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein and that no license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.
- 2.6 Confidential Information provided hereunder does not and is not intended to represent a commitment by either party to enter into any transaction or other business relationship with any other party

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2.7 If Recipient is required by order of any court of competent jurisdiction, by any governmental agency, by any applicable law, rule or regulation, to disclose Confidential Information, Recipient shall notify Discloser of the requirement prior to disclosure and as soon as possible, but in no event later than five (5) business days after learning of such requirement, to provide Discloser a reasonable opportunity to protect its Confidential Information by protective order or other means.

2.8 At any time upon request from the Discloser or upon the conclusion of the Purpose or expiry of this Agreement, the Receiver, at its own cost, will return or procure the return, promptly and in any event within 14 days of receipt of such request, of each and every copy of Confidential Information given by the Discloser and satisfy the Discloser that it no longer holds any further Confidential Information.

3. Term and termination:

3.1 The rights and obligations under this Agreement shall be effective on the date of the Agreement (Effective Date) and shall continue in effect for a period of five (5) years, except to the extent the agreement is superseded by stipulations of Contemplated Agreement. The provisions of this Agreement shall however apply retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.

3.2 Each party reserves the right to terminate this Agreement if the other party shall materially breach its obligations and fail to remedy such breach within thirty (30) days of the notification of said breach by the other party. However, Recipient's obligations of confidentiality and restrictions on use of the Information disclosed by Discloser shall survive termination of this Agreement.

- i. This Agreement shall be governed by and construed in accordance with the laws of the "India", without regard to conflict of laws. The Parties agree that for any controversy under this Agreement, which cannot be settled amicably, the High Court of Guwahati, Assam, India, shall have exclusive jurisdiction.

4. Communication

4.1 Any communication under this Agreement shall be written and delivered by registered mail sent to the address or sent to the appropriate electronic mail address or facsimile number shown below

If to

Name & Address:

.....

If to(specify the other party's name)

Name & Address:.....

.....

(Name and address of the other party)

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Handwritten signature

Handwritten signature

Handwritten signature

IN WITNESS WHEREOF the Parties hereto have signed this Agreement on the day, month and year first above written.

By: _____
Authorized Signatory

Name: _____

Title : _____

Date _____

By: _____
Authorized Signatory

Name: _____

Title: _____

Date _____

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TECHNOLOGY TRANSFER DELIVERABLES AND ROYALTY RELEASE SCHEDULE

1. Purpose

This document outlines the deliverables, milestones, and payment schedule related to the transfer and commercialization of technologies developed at IASST, ensuring timely implementation, performance tracking, and royalty management.

2. General Guidelines

1. All payments and deliverables must follow the terms of the Technology Licensing Agreement (TLA) executed between IASST and the Licensee.
2. Royalty payments are calculated on Ex-Factory Sale/Net Sales Revenue unless otherwise specified.
3. IASST shall periodically monitor the implementation and performance of the transferred technology.
4. Delayed payments will attract interest as per policy norms.

3. Deliverables from IASST to Licensee

Sl. No.	Deliverable Description	Mode of Delivery	Delivery Date / Milestone	Responsible Division / PI
1	Transfer of technical know-how, protocols, and process flow sheet	Physical / Digital	Within 15 days of signing agreement	Concerned PI
2	Supply of master culture / prototype / formulation sample	Physical	Within 30 days of signing agreement	Concerned PI
3	Training and demonstration to licensee's technical team	On-site / Online	Within 45 days of signing agreement	PI/Technology Transfer Cell
4	Transfer of supporting documents (testing data, specifications, QC reports, SOPs)	Digital / Hard Copy	Within 60 days	Technology Developer / PI
5	Post-transfer technical support (if applicable)	Online / Visit	As per mutually agreed schedule	Concerned PI / TTO

Agreed
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signature

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at IASST
for

5. Deliverables from Licensee to IASST

Sl. No.	Deliverable Description	Timeline / Frequency	Remarks
1	Upfront licensing fee payment	On signing of agreement	Non-refundable
2	Submission of annual sales report	Every financial year/31 October	-
3	Payment of annual royalty	Based on sales report/Ex-factory sales/Net sales	To IASST account via NEFT/RTGS
4	Acknowledgement of IASST contribution in product literature and promotion	Continuous	As per branding clause
5	Compliance with technology usage and IP terms	Continuous	Subject to annual review

6. Royalty and Milestone Payment Schedule

Sl. No.	Payment Type	Amount / % Share	Due Date / Trigger Event	Mode of Payment
1	Upfront Licensing Fee and Consultancy and other fee	₹ _____	On signing of License Agreement	Bank Transfer
2	First Royalty Payment	% of Net Sales/Ex-Factory Sales	Within 3 months of first commercial sale	Bank Transfer
3	Annual Royalty Payment	% of Annual Net Sales/Annual Ex-Factory Sales	After each FY within 31 st October	Bank Transfer
4	Milestone Payment 1 (Prototype validation / trial success)	₹ _____	On milestone achievement	Bank Transfer
5	Milestone Payment 2 (Commercial launch)	₹ _____	On product launch	Bank Transfer
6	Renewal / Extension Fee	₹ _____	On contract renewal	Bank Transfer

7. Royalty Distribution within IASST

Recipient	Share (%)	Remarks
Inventor(s)	70%	Shared equally unless otherwise agreed
IASST (Institute)	30%	For R&D and infrastructure support



8. Compliance and Monitoring

- The Licensee shall maintain proper records of production, sales, and royalty payments.
- IASST reserves the right to conduct periodic audits to verify royalty compliance.
- Non-compliance may lead to termination of license as per the Technology Transfer Policy and agreement clauses.

8. Certification

This deliverable and payment schedule forms an integral part of the **Technology Licensing Agreement (TLA)** executed between IASST and the Licensee.

Prepared by	Verified by	Approved by
IP/TT Officer, IASST	Chairperson, Technology Transfer Committee	Director, IASST

