



**GUJARAT TECHNOLOGICAL UNIVERSITY**  
**(Established under Gujarat Act No. 20 of 2007)**

ગુજરાત ટેકનોલોજીકલ યુનિવર્સિટી  
(ગુજરાત અધિનિયમ ક્રમાંક: ૨૦/૨૦૦૭ દ્વારા સ્થાપિત)

Reference: GTU/GIC/IPR/2020/0013/1945

Date: 18/02/2020

To,

All Students, Researchers, Faculty Member, Colleges, Start-ups & GTU Registered IP Facilitator,

**Subject: Execution process/guideline for students, researchers, faculty members or start-ups (who are students or passed out in last five academic years) to avail financial assistance towards filing of Trademark, Design and Copyright on their inventions/start-ups/creations through GTU IP Facilitator's under Student Start-up Innovation Policy (SSIP).**

Dear

All Students, Researchers, Faculty Members, Start-ups and GTU Registered IP Facilitator,

**About GTU and IPR Activities at GTU**

**Gujarat Technological University (GTU)** is a premier academic and research institution which has driven new ways of thinking since its 2007 founding, established by the Government of Gujarat vide Gujarat Act No. 20 of 2007. Today, GTU is an intellectual destination that draws inspired scholars to its campus, keeping GTU at the nexus of ideas that challenge and change the world. GTU is a State Technological University with 486 affiliated colleges in its fold operating across the state of Gujarat through its FIVE zones at Ahmedabad, Gandhinagar, Vallabh Vidyanagar, Rajkot and Surat. The University caters to the fields of Engineering, Architecture, Management, Pharmacy and Computer Science. The University has about 4,00,000 students enrolled in a large number of Diploma, Under Graduate, Post Graduate programmes along with the robust Doctoral programme.

Under the visionary leadership of **Prof. (Dr.) Navin Sheth**, Vice Chancellor of GTU, **GTU Innovation Council (GIC)** has continued its mission for IP literacy for faculty and students, which has started since September 2011. Till today GIC had organised more than hundred fifty workshops for faculty and students, based on various themes viz. "Patenting in Engineering", "Patenting in Pharmaceuticals", "Patent Search Methodology", "Patent Search and Analysis Report (PSAR)", "Patent Clinic", "Patent Drafting Exercise (PDE)", "PatentTrack", "PCT Patent Journal Analysis Activity" "Creation of Project Monitoring and Mentoring System (PMMS)" etc. By all such workshops and seminars at present GTU has a very large pool of more than 6800 trained faculty, who have been trained and made aware about the basics of IPR & Patents in particular and also for the basics of patent search methodologies. Due to these efforts, till today more than 350 Patents have been filed by students and faculty of GTU affiliated colleges. **A brief report about IPR initiatives taken by GTU is available at: <http://gtu.ac.in/uploads/19122016.pdf>**



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## **Table of Contents**

|   |           |
|---|-----------|
| About GTU and IPR Activities at GTU .....   | 1         |
| Financial Assistance for Trademark, Design and Copyright Filing .....               | 4         |
| <b>THE GTU IP FACILITATION GUIDELINE .....</b>                                      | <b>5</b>  |
| Who Can Apply .....   | 5         |
| Empanelment of GTU IP Facilitator (GTU's IP Facilitator).....                       | 5         |
| Functions and duties of Facilitators .....  | 6         |
| Period of Scheme .....  | 6         |
| Fees for Trademark, Design and Copyright Filing Support to GTU IP Facilitators..... | 6         |
| <b>TRADEMARK REGISTRATION .....</b>   | <b>7</b>  |
| What can be Registered as Trademark? .....  | 7         |
| Eligibility for Trademark Registration .....  | 7         |
| Financials: .....   | 7         |
| Payment to the GTU IP Facilitator for Trademark Filing under GTU SSIP Process:..... | 8         |
| List of Documents Required for Trademark Registration: .....                        | 8         |
| <b>DESIGN REGISTRATION .....</b>  | <b>9</b>  |
| What can be Registered as Design? .....   | 9         |
| Eligibility for Design Registration .....   | 9         |
| Financials: .....   | 9         |
| Payment to the GTU IP Facilitator for Design Filing under GTU SSIP Process:.....    | 10        |
| List of Documents Required for Design Registration: .....                           | 10        |
| <b>COPYRIGHT REGISTRATION .....</b>   | <b>11</b> |
| What can be Registered as Copyright? .....  | 11        |
| Eligibility for Copyright Registration .....  | 11        |
| Financials: .....   | 11        |
| Payment to the GTU IP Facilitator for Copyright Filing under GTU SSIP Process:..... | 12        |
| List of Documents Required for Copyright Registration: .....                        | 12        |



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|   |           |
|---|-----------|
| <b>Cost to Innovator/Applicant/Start-up.....</b>  | <b>13</b> |
| <b>Notes for Payment of Fees to facilitators .....</b>  | <b>13</b> |
| <b>Statutory Fees.....</b>  | <b>13</b> |
| <b>Reimbursement of statutory fees to beneficiary who are drafting their application themselves</b>       | <b>14</b> |
| <b>Budget.....</b>  | <b>14</b> |
| <b>Ownership of IPR.....</b>  | <b>14</b> |
| <b>Disclaimer .....</b>   | <b>14</b> |
| <br>  |           |
| <b>General Conditions/Terms/Rules/Norms .....</b>   | <b>15</b> |
| <br>  |           |
| <b>Annexure 1: Non-Disclosure Agreement (NDA) Between IP Facilitator and GTU .....</b>                    | <b>19</b> |
| <b>Annexure 2: Non-Disclosure Agreement (NDA) Between GTU IP Facilitator and Innovator/Applicant.....</b> | <b>24</b> |
| <b>Annexure 3: Express Agreement/Satisfactory Work Completion Certificate.....</b>                        | <b>29</b> |
| <b>Annexure 4: Check List for Bill Submission to GTU by IP Facilitator .....</b>                          | <b>30</b> |
| <br>  |           |
| <b>Process Flow for Trademark/Design/Copyright Filing of an invention/creation/logo/design .....</b>      | <b>31</b> |



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**About the Financial Assistance Scheme for IPR Filing**

To inculcate culture of innovation amongst the students, researchers, faculty member or start-ups (who are students or passed out in last five academic years) and to provide a conducive environment for optimum harnessing of their creative pursuit, **The Education Department, Government of Gujarat** has issued **Student Start-up and Innovation Policy (SSIP) 2017-2021**, vide G.R. No. PRC/2016/IPIES/DS/S/710197, dated: 11/01/2017. The Government has decided to facilitate and pre-incubate innovative ideas to go through a stage of proof of concept, prototype, product, testing & trial, redesign and development of utility, the student start up to help in building innovation. The State Government therefore, aims to support innovation, start up, incubator, and others directly and/or through academic & education institutions and universities in the above policy with an objective of harnessing creative potential of young students across universities and educational institutions.

The purpose of present guideline is to promote awareness, protect and promote Intellectual Property Rights of students, researchers, faculty members or start-ups (who are students or passed out in last five academic years) and thus encourage innovation and creativity among them.

**Financial Assistance for Trademark, Design and Copyright Filing**

***As per the provisions of above said scheme under SSIP policy, here by GTU is creating mechanism to disburse financial assistance for Trademark, Design and Copyright filing in India including government fees.***

GTU has already created robust mechanism for national patent filing under SSIP scheme for providing financial assistance up to average Rs. 25,000/- per national patent filing including government fees. The detailed guideline for the same is available on the GTU website at:

<https://goo.gl/6dsa3R>

***Here by GTU is defining its guideline and process for fund disbursement to file national Trademark, Design and Copyright filing applications under SSIP Policy. After its declaration, based on the experience gained over a period of time for implementation of the scheme, GTU may amend certain aspects of the scheme for proper utilisation and disbursement of the fund.***

**BENEFICIARY:** Herein after in this document Gujarat based students, researchers, faculty member or start-ups (***who are current students or passed out in last five academic years***) will be mentioned as ***beneficiary, who are approved through GTU process to take benefits under SSIP scheme.***



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## **THE GTU IP FACILITATION GUIDELINE**

### **Who Can Apply**

This policy and guideline is applicable to all beneficiary of Gujarat without any restriction for its limitation only towards GTU students, faculty, academic researchers or student start-ups.

### **Empanelment of GTU IP Facilitator (GTU's IP Facilitator)**

A government department/organization/agency or CPSU (like TIFAC, NRDC, BIRAC, MeitY, CSIR etc.) through an authorised representative can also work as Facilitator under this scheme apart from any Patent Agent registered with the CGPDTM (Controller General of Patents, Designs & Trade Marks).

With reference of GTU circular/letter no: GTU/GIC/IPR/2018/34/2535 available at: [http://www.gtu.ac.in/uploads/11-4-2018\\_820083.pdf](http://www.gtu.ac.in/uploads/11-4-2018_820083.pdf) , GTU has invited application/expression of interest from valid Registered Indian Patent Agents to work as a **GTU approved IP Facilitator (GTU's IP Facilitator)**, who are required to work closely with beneficiary for protecting their inventions by means of filing patent application at Indian Patent Office. A very good response is received from large number of Patent Agents and Patent Practicing Firms from across the India to become GTU's IP Facilitator, so far GTU has received more than 80 such applications, a detailed list of GTU's IP Facilitator is available at: <https://goo.gl/KrVKod>

***If still any other Registered Indian Patent Agents are still interested to register as GTU's IP Facilitator, are advised to refer above mentioned GTU circular and apply accordingly.***

***The facilitators who is eligible under the provisions of present IP acts of India and registered with GTU can work as GTU IP Facilitator to file national Trademark, Design and Copyright filing applications under SSIP Policy.***

The GTU shall regulate conduct and functions of empanelled facilitators from time to time. In case of any complaint by a beneficiary about a facilitator or refusal by facilitator to provide services to them or on getting information about professional misconduct through any source, the GTU can remove the facilitator from the panel without notice and take suitable actions if required.

However, it is to be clarified that the IP application has to be signed by a person authorized to do so under the provisions of the current relevant IP Act and Rules.



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## Functions and duties of Facilitators

Among other functions as may be decided by the GTU, facilitators will be responsible for:

- Providing general advisory on different intellectual property rights to start-ups/innovators/students on pro bono basis,
- Providing information on protecting and promoting IPRs to start-ups/innovators/students in other countries on pro bono basis,
- Providing assistance in filing and disposal of the IP applications related to patents, trademarks, Design and copyright under relevant Acts at the national IP offices under the GTU SSIP Guideline and Processes.
- Preparing and filing responses to examination reports and other queries, notices or letters by the IP office,
- Appearing on behalf of start-ups/innovators/students at hearings, as may be scheduled,
- Contesting opposition, if any, by other parties, and
- Ensuring final disposal of the IPR application.

## Period of Scheme

The scheme shall be applicable for a period till the SSIP grant is available with university or till the SSIP is in existence.

***This scheme guideline is made effective from 01.10.2018, and reimbursement will only be done towards the bills/invoices generated and dated after said date.***

## Fees for Trademark, Design and Copyright Filing Support to GTU IP Facilitators

GTU will provide financial assistance to beneficiary to file their Trademark/Design/Copyright applications through the services of professional and qualified Registered Indian Patent/Trademark Agents who are registered as GTU IP Facilitator.

A reimbursement for Trademark, Design and Copyright filing, maximum up to Rs 25,000/- for national Trademark, Design and Copyright filing including government fees for making Trademark, Design and Copyright Application and its prosecution will be reimbursed under this scheme to the empanelled facilitators.

Any other government and professional fees for any act to be performed under existing relevant IP act is to be borne by the beneficiary. The payment towards the service of facilitator will be disbursed to the facilitator by the GTU on submission of bills and documents.





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**TRADEMARK REGISTRATION**

**PROVISIONS FOR TRADEMARK FILING REQUIREMENTS, PROCESS AND FINANCIALS UNDER GTU SSIP SCHEME FOR STUDENT START-UPS:**

**What can be Registered as Trademark?**

Name of the Company, Logo of the Company and Brand name of Product of your Company, Device, Heading, Label, Shape of Goods, Packaging or combination of colours and services can be registered as Trademark under the Trade Marks Act, 1999.

**Eligibility for Trademark Registration**

**Your start-up or company MUST be registered** either as Limited Liability Partnership (LLP), Proprietorship Firm, Partnership Firm, One Person Company or a Private Limited Company. *(Trademark registration for an individual without company registration is not supported for SSIP Support by GTU)*

**Financials:**

| Trade Mark Registration in India<br><u>PER CLASS REGISTRATION</u>   | Official Fees (Rs)   |                           | Professional Fees (Rs) |
|---|--|---------------------------|------------------------|
|   | For Individual/Sole Proprietor, MSME, Start-up or Small Entity | For Other or Large Entity |                        |
| Trademark search for all applicable proposed classes (Providing Opinion on conflicting marks) and Filing Application per class (including of all relevant documents like affidavit and other documents preparation) | 4500   | 9000                      | 2000                   |
| Reply to examination report and Fees for preparing notice for attending hearing and attending any number of hearing for said case till issuance of Trademark Registration Certificate                               | -  | -                         | 2000                   |

**NOTE:** The Statutory Government **Fees for making trademark application** under this scheme refers to **fees for Small Entity/Start-up as applicants in online mode ONLY, and is to be paid by GTU IP**



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**Facilitator. [Out of total government fees, for each trademark application STUDENT team/start-up has to contribute for Rs 1000/- towards government fees, and is to be paid to GTU IP facilitator, rest all government and professional fees (above mentioned) will be paid by GTU on behalf of start-up to GTU IP facilitator from SSIP grant.]** In case of other applicant category or offline payment, the fees difference is to be borne by the beneficiary. **Any additional cost/fees apart from the same is to be borne by beneficiary.**

**Payment to the GTU IP Facilitator for Trademark Filing under GTU SSIP Process:**

| Stage   | Government Fees (Rs) | Professional Fees (Rs) | Total (Rs) |
|---|----------------------|------------------------|------------|
| On Filing Trademark Application                 | 3500/-               | 2000/-                 | 5500/-     |
| After Final disposal of a trademark application | -                    | Maximum 2000/-         |            |

**List of Documents Required for Trademark Registration:**

This is a guiding list, beneficiary has to prepare as per suggestion of their facilitator:

- 1) Full name and address of ALL Applicants
- 2) Name and Address of Authorized Signatory
- 3) Name and Address of Company
- 4) Name or Logo to be registered as trademark
  - a. Soft copy of the specimen of your trademark logo (.jpg/.jpeg format); or word mark "TRADEMARK".
  - b. English translations & transliterations, if mark has language characters
  - c. If logo to Register then jpg/jpeg size should be **less than 8kb (300 dpi)**.
- 5) Description of goods/services be protected under Trademark or Class (literature of your product)
- 6) Objective or Purpose of Business/Trade
- 7) Evidence in case **if Trademark is in use** such as: Invoice, Advertisement, Purchase order, literature of your product or any other specimen in which Name of Trademark is shown
- 8) User Affidavit is to be prepared to claim the early use of Trademark.
- 9) Details of Applicant: Company/Firm/organization:
  - a. **Registered company:** Copy of Certificate of Register of Firms (ROF) or Memorandum and Articles of Association for registered company,
  - b. **Partnership firm:** copy of partnership Deed for, with full name and address of all partners. Company Reg. Certificate/Gumasta dhara/partnership deed/LLP certificate/MOA in case Pvt Ltd. Udhog Aadhar Reg. Certificate Registration link: [https://udyogaadhaar.gov.in/UA/UAM\\_Registration.aspx](https://udyogaadhaar.gov.in/UA/UAM_Registration.aspx)
- 10) In order to get the benefit of Govt. fees for filing trademark application, Startup should provide DIPP Startup Certificate and SME should provide SME Certificate.
- 11) Notarised Power of Attorney: A Letter of Authority to IP Facilitator, to be executed on a stamp paper of Rs. 500/- (Form 48) purchase in the name of applicant.





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## DESIGN REGISTRATION

PROVISIONS FOR DESIGN FILING REQUIREMENTS, PROCESS AND FINANCIALS UNDER GTU SSIP SCHEME FOR STUDENT INNOVATORS AND START-UPS:

### What can be Registered as Design?

As per the Designs Act, 2000, feature of shape, configuration, pattern, outer shape of industrial device or ornament, which must be novel, can be registered as Design before the Design Office. The design should be new and original, not previously published in India, on the date of application for registration.

### Eligibility for Design Registration

Gujarat based students, researchers, faculty member or start-ups (**who are current students or passed out in last five academic years**) and **who are approved through GTU process to take benefits under SSIP scheme.**

The article to be registered as design, should be a ready product, just a 3D/CAD/any form of computer designs/drawings will not be encouraged to provide design registration filing support by GTU under SSIP Scheme. General project proto type (as such) is also not encouraged for registration.

### Financials:

| Design Registration in India   | Official Fees (Rs) |              |              | Professional Fees (Rs) |
|--|--------------------|--------------|--------------|------------------------|
|  | Natural Person     | Small Entity | Large Entity |                        |
| Design search for proposed product in multiple class (Providing Opinion on conflicting design) and Filing a design application                     | 1000               | 2000         | 4000         | 2000                   |
| Reply to any numbers of examination report for each design application   | -                  | -            | -            | 2000                   |
| Fees for preparing notice for attending hearing and attending any number of hearing for said case till issuance of design Registration Certificate | -                  | -            | -            |                        |



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**NOTE:** The Statutory Government Fees for making design application under this scheme refers to *fees for maximum upto Small Entity in online mode ONLY, and is to be paid by GTU IP Facilitator. [Out of total government fees, for each design application STUDENT team/start-up has to contribute for Rs 1000/- towards government fees, and is to be paid to GTU IP facilitator, rest all government and professional fees (above mentioned) will be paid by GTU on behalf of student team/start-up to GTU IP facilitator from SSIP grant.]* In case of other applicant category or offline payment, the fees difference is to be borne by the beneficiary. **Any additional cost/fees apart from the same is to be borne by beneficiary.**

**Payment to the GTU IP Facilitator for Design Filing under GTU SSIP Process:**

| Stage  | Government Fees (Rs) | Professional Fees (Rs) | Total (Rs) |
|--|----------------------|------------------------|------------|
| On Filing Design Application                 | Max 1000/-           | 2000/-                 | Max 3000/- |
| After Final disposal of a design application | Max 1000/-           | Maximum 2000/-         |            |

**List of Documents Required for Design Registration:**

- 1) Title of Design
- 2) Novelty aspect of the design (in which aspect of the article novelty resides)
- 3) Name, Address and Nationality of the applicants
- 4) If the applicant is Start-up/Small entity provide proof of the same – Udyog Aadhar or Small Entity Registration Details.
- 5) Company Reg. Certificate/Gumasta dhara/partnership deed/LLP certificate/MOA in case Pvt Ltd.
- 6) Memorandum and Articles of Association or copy of Partnership Deed with Copy of Certificate of Registrar of Firms (ROF) or the full name of proprietor as the case may be.
- 7) Notarised Power of attorney to facilitator on Stamp paper of Rs. 500/- purchase in the name of applicant
- 8) Design drawings or Photograph for Different views of the article/design i.e. [1. Top view; 2. Bottom view; 3. Left side view; 4. Right side view; 5. Front View; 6. Back View; 7. Perspective view; 8. 3-Dimensional View. All JPG/JPEG format]
- 9) Details of the author, who created the design/ article
- 10) Use of the Article/ Design



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## COPYRIGHT REGISTRATION

PROVISIONS FOR COPYRIGHT FILING REQUIREMENTS, PROCESS AND FINANCIALS UNDER GTU SSIP SCHEME FOR STUDENT INNOVATORS AND START-UPS:

### What can be Registered as Copyright?

The Copyright Act, 1957 protects *original literary, dramatic, musical and artistic works and cinematograph films and sound recordings* from unauthorized uses. Unlike the case with patents, copyright protects the expressions and not the ideas. *There is no copyright protection for ideas, procedures, methods of operation or mathematical concepts as such* (Please see Article 9.2. of TRIPS).

### Eligibility for Copyright Registration

Gujarat based students, researchers, faculty member or start-ups (*who are current students or passed out in last five academic years*) and **who are approved through GTU process to take benefits under SSIP scheme.**

The original literary, dramatic, musical and artistic works to be registered as copyright, should be a ready and to be show cased during GTU screening process.

### Financials:

| Copyright   | Official Fees (Rs) | Professional Fees (Rs) |
|---|--------------------|------------------------|
| Fees for Copyright application preparation and registration<br><b>(Literature work, Dramatic Musical or Artistic work including of such as Software, computer applications, cartoon character etc)</b>  | 500                | 2000/-                 |
| Fees for Copyright application preparation and registration <b>(Audio Recording or Music Album)</b>   | 2000               |                        |
| Fees for Copyright application preparation and registration<br><b>(Literary or Artistic work in relation to any goods or services)</b>  | 2000               |                        |
| Fees for Copyright application preparation and registration<br><b>(Cinematographic work)</b>  | 5000               |                        |
| Fees for preparing notice for attending hearing, attending any number of hearing or filing response for any objections for said case and Obtaining Intimation for issuance of registration certificate. | -                  | 2000/-                 |



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**NOTE:** The Statutory Government **Fees for making copyright application** under this scheme refers to **fees for** literary, dramatic, musical, artistic works, cinematograph films and sound recordings (per work basis), and is to be paid by GTU IP Facilitator. **[Out of total government and professional fees, for each copyright application STUDENT team/start-up has to contribute for Rs 1000/- towards fees, and is to be paid to GTU IP facilitator, rest all government and professional fees (above mentioned) will be paid by GTU on behalf of student team/start-up to GTU IP facilitator from SSIP grant.]. Any additional cost/fees apart from the same is to be borne by beneficiary.**

**Payment to the GTU IP Facilitator for Copyright Filing under GTU SSIP Process:**

| Stage  | Government Fees (Rs) | Professional Fees (Rs) | Total (Rs) |
|--|----------------------|------------------------|------------|
| On Filing Copyright Application  | Max 4000/-           | 2000/-                 | Max 6000/- |
| After final disposal and completion of all copyright application prosecution | -                    | Maximum 2000/-         |            |

**List of Documents Required for Copyright Registration:**

- 1) Name, address and nationality of Author/Authors
- 2) 4 Specimen Copies of the work if the work is literary work i.e. book/map/drawings/ photograph/sound recording/cinematography/ if software in CD/DVD format etc.
- 3) Title/Description of literature
- 4) Class and description of the work (Literary Work/photograph/cinematography/book/ software etc)
- 5) Language of the work (Insert language of the work (e.g. hindi, English or any other language) for software insert programming language i.e. c++, java, oracle, etc...)
- 6) Whether the work is published or unpublished (If published insert name and address of the publisher, Year and country of first publication and name, address and nationality of the Publishers).
- 7) Memorandum and Articles of Association or Certificate of Registrar of Firm (ROF), if any.
- 8) No objection certificate (NOC) in original from Author if the copyright work is registered in the name of Applicant (author is partner/proprietor/employee of the applicant firm) if any.
- 9) Notarised Power of attorney, which is to be executed on a stamp paper of Rs 500/-



**GUJARAT TECHNOLOGICAL UNIVERSITY**  
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(ગુજરાત અધિનિયમ ક્રમાંક: ૨૦/૨૦૦૭ દ્વારા સ્થાપિત)

**Cost to Innovator/Applicant/Start-up**

Approx. Rs 2000 (Rs 1000 toward application fees contribution & Approx Rs 1000 for stamp paper notarisation, as actual)

**Notes for Payment of Fees to facilitators**

1. A facilitator shall claim the fees from the GTU as per the stage of work completed with consent of beneficiary (Annexure 3) and/or University IP Screening Committee.
2. The bill for claim of fees shall be accompanied by the self-declaration from the concerned beneficiary that it has not availed funds from any other Government scheme for the purpose of paying the facilitator/patent/trademark agent for filing and prosecuting their application.
3. For claiming the reimbursement of fees, the facilitator shall submit an invoice to GTU mentioning the Application Number of respective IP application obtained from Trademark/Design/Copyright office.
4. GTU will make phase wise payment, first payment on application submission and second payment after completion of prosecution for stated IP registration including of replying to examination reports, preparing for hearing notice, attending hearings, till issuance of grant/registration certificate.
5. Application Fees and other required government fees is MUST require to be submitted before any facilitator submits bills for reimbursement under this scheme.
6. Beneficiary/student team/start-up himself has to pay from his own fund for any additional government or professional fees to the facilitator for any tasks which were required, and which are beyond to the above stated one. They will not be covered/provided by GTU.
7. GTU may provide financial assistance for national Trademark/Design/Copyright filing for maximum up to Rs 25,000/- per application under various expanse heads from SSIP fund.

**Statutory Fees**

The cost of the any stated statutory fees for making Trademark/Design/Copyright application on the name of natural person/start-up/small entity will only be covered from GTU SSIP grant, and is to be paid in online mode by the facilitator on behalf of applicant.

Any statutory fees difference for legal/large entity or other applicant category compared to as mentioned above is to be paid by applicant to the facilitator.

The cost for any other operation apart from as mentioned above is to be borne by beneficiary/applicant on whose name said Trademark/Design/Copyright is going to be filled.



**GUJARAT TECHNOLOGICAL UNIVERSITY**  
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**Reimbursement of statutory fees to beneficiary who are drafting their application themselves**

Beneficiaries (for any applicant category) who are drafting, filing and prosecuting Trademark/Design/Copyright application on their own and are not seeking services of any IP facilitators, will be reimbursed for all kinds of government fees associated with Trademark/Design/Copyright application filing till its grant.

In such cases government fees of sum total not exceeding ₹ 25,000/- will be reimbursed, from SSIP grants on the approval of University.

**Budget**

The budget for the scheme shall be provided from the grant GTU has received from Education Department, Government of Gujarat under SSIP Scheme.

**Ownership of IPR**

This scheme shall in no way transfer, either wholly or partially, ownership rights on the IPR created to the facilitator or the university, and the applicant shall have full rights on the IP generated.

**Disclaimer**

The scheme does not in any way entitle the beneficiary or the facilitator to grant or registration of Trademark/Design/Copyright, the applications shall be disposed of as per the relevant IP laws and rules of India.





**GUJARAT TECHNOLOGICAL UNIVERSITY**  
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**General Conditions/Terms/Rules/Norms**

1. Beneficiary can be student of GTU or alumni upto 5 years based of Gujarat can apply for reimbursement. For a team with non-GTU members, at least one inventor/applicant should be from Gujarat or alumni upto 5 years.
2. Students are required to represent and show case their idea/project/design/creations along with required details to University IP Screening Committee, and once the screening committee approves the potential ideas/project/design/creations for Trademark/Design/Copyright protection, For the execution of this policy/scheme, GTU is not going to assign the work for IP filing and prosecution to GTU's IP Facilitators, instead GTU asks the beneficiary to select the appropriate IP Facilitator from the list of GTU's IP Facilitator based on their education qualification, field of work, experience, expertise, location etc. and contact him/her directly for searching, drafting and filing of application.
3. GTU IP Facilitator list is prepared based on eligibility of facilitator for Trademark/Design/Copyright filing, it will be responsibility of beneficiary to check the selected IP Facilitator is legally eligible for the filing of Trademark/Design/Copyright filing, and select accordingly.
4. Members of University IP Screening Committee are required to sign Non-Disclosure Agreement (NDA) (as per Annexure 1) with university to maintain secrecy of discussed inventions during screening.
5. GTU IP Facilitators are required to duly sign and submit the hard copy of Non-Disclosure Agreement (NDA) between GTU and IP Facilitators (as per Annexure 1), so as to maintain the secrecy of all inventions for which they are going to get work through GTU under this scheme. (One time activity). The responsibility for its timely execution is of GTU's IP Facilitator.
6. **Beneficiary has to share the selection results of the university screening conveyed through email as a proof to the IP facilitator, FACILITATOR HAS TO START THE WORK FOR SEARCHING, DRAFTING AND FILING ONLY ON ITS RECEIPT.**
7. Only ideas/projects which are screened and passed by University IP Screening Committee will get benefits of this scheme.
8. **If any facilitator has filled Trademark/Design/Copyright application for any idea/project/creation which was not approved by University IP Screening Committee, then to such persons or facilitators the benefits under this scheme will not be given.**
9. If any beneficiary is unable to select a proper facilitator for Trademark/Design/Copyright filing, such innovator/applicant can contact the GTU IPFC (GTU- IP Facilitation Center), and GTU IPFC will provide at least THREE name of Facilitators and the innovator/applicant may finalise any name from such given recommendations.
10. There is no limitation or restriction for selection of any IP Facilitator, but GTU recommends beneficiary to work with Gujarat based IP Facilitator, for easy of communication and work.
11. Non-Disclosure Agreement (NDA) between GTU IP Facilitator and innovator/applicants (As per Annexure 2) of an invention/project/creation (separately for each project) is required to be properly executed **BEFORE** start of any project and before beneficiary discusses their invention/project/creation with Facilitators. One signed copy of the same is must require to be given to the applicant. The responsibility for its timely execution and delivery is assigned to GTU's IP Facilitator.



**GUJARAT TECHNOLOGICAL UNIVERSITY**  
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12. Format for Non-Disclosure Agreement (NDA) are given as annexures to this policy (Annexure 1: Format for NDA between GTU and Facilitator, Annexure 2: Format of NDA between Facilitator & Innovator/Applicant).
13. It will be responsibility of GTU IP Facilitator to get a full invention/project/creation disclosure and other technical details from beneficiary with required number of counselling's in physical or electronic mode, before they actually perform the Drafting and Filing of an application under this scheme.
14. For project and inventions which are cannot be Trademark/Design/Copyright registered due to lack of novelty or any other required criteria, for them no further financial assistance will be provided under this scheme.
15. GTU IP Facilitator is MUST require to get reviewed the draft application they prepared from the beneficiary BEFORE they actually files/submits them to Trademark/Design/Copyright office. A written consent at each stage is MUST from beneficiary towards the satisfactory and quality drafting by GTU IP Facilitator, which requires to be submitted for bill processing. A proforma for the same is given in Annexure 3. **In cases of not submitting such notes, bills will not be processed for further payment.**
16. There is no limitations or restrictions towards beneficiary for the number of reviews they are requiring from facilitators to finalize complete draft before filing to Trademark/Design/Copyright office.
17. Under this policy GTU is not claiming/demanding for any share in rights for ownership of any Trademark/Design/Copyright.
18. To acknowledge the contribution and support given by GTU for filing Trademark/Design/Copyright application, inventors/applicants are must require to **mention the name of Gujarat Technological University as following, in the application form (WHICH ACTUALLY DOSEN'T ASSIGHNES ANY RIGHTS TO GTU):**  
Name of Applicant/Inventors/Start-up  
***Student/Faculty of GTU Affiliated College OR Start up incubated at GTU OR Institute affiliated to GTU OR Beneficiary of GTU IP Filing Scheme,*** and then followed by their Actual communication Address
19. The cost associated with renewal and maintenance of granted/registered, Trademark/Design/Copyright has to be borne by beneficiary.
20. All the GTU IP Facilitators are recommended to file applications online using their own digital signature.
21. If it comes to notice of university that the work carried out by any IP Facilitator is not of appropriate quality, than GTU may take disciplinary action against such facilitator. University may cut his/her payment for the provided service or university may remove his/her name from the list of GTU IP Facilitator.
22. GTU IP Facilitators (or inventor/applicant in case they are filing on their own) are required to submit the attested copy of all documents and applicable annexures in **HARD COPY** to GTU, for the work they have finished and submitted/uploaded to Trademark/Design/Copyright office along with fees payment receipt and allotted Trademark/Design/Copyright application number for bill processing.
23. Apart from hard copy submission of documents to GTU, submission of all those documents in **SOFT COPY** via email ([ipfc@gtu.edu.in](mailto:ipfc@gtu.edu.in)) to GTU is also must require by facilitator, only hard



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copy submission will not be enough and eligible for bill processing or reimbursement in phase wise manner towards provided services.

24. GTU promotes the working of individual patent/trademark agents as GTU's IP Facilitator apart from registered established Law Firms and other similar agencies with patent/trademark agents. And for the same, if any individual patent/trademark agents' do not having his bill book, to claim for services he/she had provided, they may submit a simple bill note to GTU, with details about the phase wise work they have completed along with other required documents/details. Based on the same GTU will process their bill note, and pay remuneration for their given services under this scheme.
25. Payment towards the service of IP Facilitator will be made only after completion of phase wise work, no payment will be made for partial completion of work, and neither any advance payment will be made for any tasks.
26. **The facilitator himself has to pay for government fees associated for application (as mentioned above), later on GTU will reimburse the same to facilitator on submission of required documents to GTU (as per annexure 4).**
27. GTU will make phase wise payment, first payment on application submission and second payment after completion of prosecution for stated IP registration including of replying to examination reports, preparing for hearing notice, attending hearings, till issuance of grant/registration certificate.
28. For any invention, if any GTU IP Facilitator deny to work ahead due to specified reasons, then in such situation the work from particular point onwards can be transferred to another GTU IP Facilitator by innovators or GTU with pre communication and approval, and payment will be made according to this policy for remaining phases of the work.
29. The cost for submission of hard copy to GTU, has to be borne by GTU IP Facilitator (or inventor/applicant in case they are filing on their own).
30. The above charges are only for the filling to grant without any objections by third party.
31. In case of any objection raised by third party, beneficiary has to proceed as per guidance of their facilitator, and any cost involved for the same is to be borne by beneficiary, it will not be covered under GTU SSIP fund.
32. If applicant wishes, Expedited process of an application for the registration has to be done by facilitator at no additional professional fees, the government fees for the same has to be paid by an applicant.
33. Expenses like preparing and providing CDs or any other medium, courier or others which is necessary under law, if any shall be borne by Applicant.
34. Any expenses related to affidavit or notarisation preparation is to be borne by applicant.
35. No TA/DA will be provided for hearing to the facilitator in cases of web hearing.
36. In case if it requires a physical hearing to be attended at trademark/design/copyright office, any cost related to traveling/daily allowance of facilitator is to be borne by applicant.
37. GTU will verify the submitted bill, documents and other details and then will make the payment.
38. **A minimum of THREE months' time period will be taken for the credit of amount to facilitator's account via online payment, after submission of documents and bill/bill note.**



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39. **GTU will not pay any additional taxes for any services, beyond the basic rate towards any additional tasks as performed by IP Facilitator. GTU will make payment, after deduction of any prevailing taxes, (if applicable).**
40. No additional payment will be made/fees to be charged by IP Facilitator for timely submission of other forms, for which no fees is required to be paid by applicants under the provisions of existing Trademark/Design/Copyright act and rules.
41. The GTU IP Facilitator is required to submit the Bill/Bill note, along with other required documents to following address, with heading of cover as **“Financial Assistance Towards Filing of Trademark/Design/ Copyright Under SSIP Scheme”**  
**GTU Innovation and Start-up Center (GISC)**  
Gujarat Technological University  
GTU IP Facilitation Center (GTU IPFC)/GTU IPR Cell  
Nr.Vishwakarma Government Engineering College  
Nr.Visat Three Roads, Visat - Gandhinagar Highway  
Chandkheda, Ahmedabad – 382424 – Gujarat
42. In any situation, which is not covered here, or in cases of any conflicts, the decision of GTU will remain final and binding to all IP Facilitators and beneficiaries of this scheme.
43. GTU reserves the right to modify the terms, conditions and working of this policy without prior notice to any parties.
44. All disputes are subject to jurisdiction of Ahmedabad, Gujarat.

**NOTE: For any further information you may contact to:**

**GTU IPR Cell**

Mr. Amitkumar Patel (Assistant Professor (IPR/Patent))

Email: [ipr\\_projectofficer@gtu.edu.in](mailto:ipr_projectofficer@gtu.edu.in)

(O): 079-23267547, (M): +91-989880146

-s/d-

**Registrar**

# GTU SSIP Trademark-Design-Copyright Filing Guideline

## **Annexure 1: Non-Disclosure Agreement (NDA) Between IP Facilitator and GTU**

This Confidentiality and **Non-Disclosure Agreement** is made on \_\_\_\_ Day of \_\_\_\_\_ Month on \_\_\_\_\_ Year.

### **BETWEEN**

1. [the Disclosing Party], **Gujarat Technological University (hereinafter referred as GTU or university)**, a university established by the state government of Gujarat vide Gujarat Act No. 20 of 2007, having its place of operations at Near Visat Three Roads, Visat - Gandhinagar Highway, Chandkheda, Ahmedabad – 382424, which expression shall mean and include its students, faculty, researchers, affiliated institutes, start-ups, officers, assigns and successors in business interest and title associated with Gujarat Technological University (GTU).

### **AND**

2. [the Receiving Party], \_\_\_\_\_(Name of Patent/Trademark Agent or Service Provider) \_\_\_\_\_(Patent/Trademark Agent Number) (hereinafter referred as **GTU IP Facilitator OR IP Facilitator OR Facilitator OR Patent/Trademark Agent**), residing at/operating from \_\_\_\_\_(Address of Service Provider) [Ph. No - \_\_\_\_\_, Email id: \_\_\_\_\_], which shall including its Lawyers, Advocates, Patent/Trademark Agents, Employees, Partners and NOT outside Associates.

### **WHEREAS,**

- a. Disclosing Party is a premier academic and research institution with more than 480 affiliated colleges in its fold operating across the state of Gujarat and having research scholars, faculty and students working in the fields of Engineering, Architecture, Management, Pharmacy and Computer Science. The Disclosing Party has taken several initiatives in the field of Intellectual Property Rights to nurture a culture of innovation amongst its faculty, students and researchers.
- b. Disclosing Party desires to appoint Receiving Party for providing Intellectual Property Services (Like advise on, file and prosecute on behalf of the Disclosing Party and students, faculty, researchers from affiliated institutes startups etc for patent, copyright, design and trademark applications) to the Disclosing Party and its students/faculty/researchers/institutes/start-ups.
- c. For the same Disclosing Party, GTU is hiring you (Receiving Party) as a contractual employee or independent contractor or IP Facilitator, and other good and valuable consideration, the sufficiency and receipt of which you hereby acknowledge.
- d. Receiving Party provides services like patent search, patent analysis, patent landscapes, patentability searches, patent drafting, patent filing, patent watch, conduct searches for freedom to operate in particular line of business/product, patent invalidity searches with specialized domain knowledge in patent searching and analytics, similar services for trademark, design and copyright, R&D and business consulting services, engineering services hereinafter referred to as "Intellectual Property Services". The Receiving Party has knowledge and expertise in the Intellectual Property Services and is currently engaged in providing such services to several organizations, individuals, business entities across the India.
- e. Receiving Party understands that for the purposes of attaining the Services, the Disclosing Party will disclose information (including, without limitation, know-how, formulas, processes, ideas, inventions, designs, creations (whether patentable or not), product development plans, forecasts, strategies and information), which to the extent subsequently disclosed to the Receiving Party is hereinafter referred to as "Confidential Information" of the Disclosing Party.

The Disclosing Party and Receiving Party wish to discuss and exchange certain items and information including, but not limited to business programs, products, processes, 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:

# GTU SSIP Trademark-Design-Copyright Filing Guideline

## A. TERMS & DEFINITIONS:

- a. **"Disclosing Party"** shall mean the party disclosing information to the other relating to any kind of Intellectual property.
- b. **"Receiving Party"** shall mean the party receiving information from the other relating to any kind of Intellectual property.
- c. **"Invention"** shall mean all information relating to, but not limited to designs, business programmes, products, processes, applications, systems, components, technologies, and business topics.
- d. **"Confidential Information"** shall mean all information provided by Disclosing Party with respect to the Invention/creation 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. Has been made public by Disclosing Party;
  3. Information that is disclosed to third parties by the Disclosing Party on a non-confidential basis;
  4. 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
  5. 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.
- e. Upon the written request of Disclosing Party, Receiving Party agrees to promptly return to Disclosing Party all Confidential Information furnished by Disclosing Party under this Agreement and all copies thereof and not to use them, or the data contained in them, any more either directly or indirectly.

## B. USE OF CONFIDENTIAL INFORMATION:

The Receiving Party agrees to:

1. Receiving Party (GTU IP Facilitator) shall keep all Confidential Information strictly confidential by using a reasonable degree of care and shall avoid the disclosures and unauthorized use of the Confidential Information;
2. Examine the Confidential Information at its own expense;
3. Not make any copies of Confidential Information or any part thereof without the express written consent of Disclosing Party;
4. 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;
5. 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;
6. Receiving party will advise those officers and employees, of the Confidential Information and of the obligations set forth in this Agreement and require such officers and employees to keep the Confidential Information confidential; and not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).
7. Not use or utilize the Confidential Information without the express written consent of Disclosing Party;
8. 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;



# GTU SSIP Trademark-Design-Copyright Filing Guideline

9. Not reverse engineer, disassemble, or decompile any prototypes, software, or other Confidential Information that are provided to Receiving party;
10. Not to disclose Confidential Information of the Disclosing Party except to other GTU employees who need to know such information in order to perform their duties;
11. Utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the likes;
12. Immediately upon a request by the Disclosing Party at any time the Receiving Party will return to the Disclosing Party all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, where such Confidential Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased as appropriate;
13. If any case the event of any unauthorized use or disclose of the confidential information happened, then Receiving Party shall have immediately notify the University;
14. If any case of failure to maintain confidentiality by the Receiving Party, shall entitle GTU to terminate this agreement and should take legal action;
15. Confidential Information by the Receiving Party shall be for the benefit of the Applicant/Innovator/GTU and any modifications and improvements thereof by the Receiving Party (GTU IP Facilitator) with permission of the Applicant/Innovator/GTU in written even then shall be the sole property of the Applicant/Innovator/GTU;
16. Receiving Party (IP Facilitator) also ensures that anyone to whom the confidential information is disclosed further abides by obligations restricting use, restricting disclosure and ensuring security as the agreement.
17. The Receiving Party may not use the name of the Disclosing Party (GTU) in any service brochures or the list of its client representation essentially meant for private circulation or on posting at its website or any other social media without the pre-approval of Disclosing Party.

## **C. 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 a day 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.

## **D. NO LICENSE:**

Nothing in this Agreement is intended to grant any rights to the Receiving Party (GTU IP Facilitator) in or to Confidential Information.

## **E. ACCESS OF INFORMATION:**

Access to Information will be limited to only those employees and designees of Receiving Party (GTU IP Facilitator) who require access for the aforesaid purpose. The Receiving Party acknowledges that any violation or threatened violation of this Agreement would cause irreparable injury to the Disclosing Party (University).

## **F. MODIFICATION OF AGREEMENT:**

No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

## **G. ENFORCEMENT:**

- a. The interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996.
- b. 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. Both parties shall be entitled to all remedies available at law.

# GTU SSIP Trademark-Design-Copyright Filing Guideline

- c. Each party agrees that the other Party shall have the right to seek and obtain other relief in a court of competent jurisdiction or any other appropriate decree of specific performance for any actual or threatened breaches by the other Party without the necessity of proving actual damages or showing that monetary damages would be an adequate remedy;
- d. The Receiving Party shall immediately notify upon becoming aware of any breach of confidence by third party to whom it has disclosed the Confidential Information in furtherance of the Purpose and give all necessary assistance in connection with any steps which the Disclosing Party may wish to take prevent, stop any further disclosure of the Confidential Information or obtain compensation for such a breach or threatened breach.
- e. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees.
- f. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall not be affected, and this Agreement shall continue in full force and effect.
- g. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.
- h. This NDA agreement is enforceable to Receiving Party, with respect to all IP Filing work they are going to receive from GTU and its students/faculty/researchers/start-ups etc under the financial assistance scheme.
- i. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof.

## **H. AMALGAMATION:**

It is hereby acknowledged and agreed by both the Parties that any transfer of assets to or from either of the Parties, any consolidation, amalgamation or merger of either of the Parties, any change in name, objects, capital structure, corporate or other legal existence shall not discharge either of the Parties from its obligations and commitments under this Agreement.

## **I. COUNTERPART:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy, or electronic copy in .PDF or similar format, of an executed counterpart shall be valid and have the same force and effect as an original. IP Facilitator will require to sign the NDA copy in original and send the hard copy to GTU via post/courier.

## **J. BINDING NATURE:**

This Agreement may be assigned by Disclosing Party (GTU) and shall be binding upon and inure to the benefit of GTU, its successors and assigns. Receiving Party may not assign this Agreement.

## **K. 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.

## **L. EFFECTIVE DATE:**

Effective date, duration and termination of agreement. The agreement shall be effective from the date of sign by Receiving Party (GTU IP Facilitator) till the policy is in active stage. Both the parties may extend this agreement for further period for the said IP Filing Support under mutually acceptable terms and conditions. Notwithstanding the foregoing, this agreement can be terminated by either party by giving THIRTY (30) day notice of termination. However, the information shared as confidential survives the termination of this agreement, and shall continue to remain confidential THREE years after termination of this Agreement.

# GTU SSIP Trademark-Design-Copyright Filing Guideline

## M. 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.

## N. Jurisdiction:

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of **Gujarat** and all competent courts of **Ahmedabad** only are applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws or any other provisions thereof. The High Court and any other competent courts of Gujarat located in and within the jurisdiction of Gujarat and Ahmedabad shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

## NOTES:

This Agreement may not be amended for any other reason without the prior written agreement of both Parties

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below:

**[Disclosing party]**

**[Receiving party]**

By (Sign with Name of Person and designation):

By (Sign with Name of Person and designation):

\_\_\_\_\_

\_\_\_\_\_

**Gujarat Technological University**

Organisation Name (If Applicable):

Near Visat Three Roads,

\_\_\_\_\_

Visat - Gandhinagar Highway,

Chandkheda, Ahmedabad – 382424

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

# GTU SSIP Trademark-Design-Copyright Filing Guideline

## Annexure 2: Non-Disclosure Agreement (NDA) Between GTU IP Facilitator and Innovator/Applicant

This Confidentiality and **Non-Disclosure Agreement** is made on \_\_\_\_ Day of \_\_\_\_\_ Month on \_\_\_\_\_ Year

### BETWEEN

1. [the Disclosing Party], Gujarat Technological University (hereinafter referred as GTU or university), its students, faculty, researchers, affiliated institutes, start-ups, officers, assigns and successors in business interest and title associated with GTU, \_\_\_\_\_ **(MENTION NAME OF APPLICANT)** having its place of residence/operation (of any one) at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Ph. No - \_\_\_\_\_, Email id: \_\_\_\_\_].

### AND

2. [The Receiving Party], \_\_\_\_\_ **(Name of Patent Agent or Service Provider)**  
\_\_\_\_\_ **(Patent Agent Number)** (hereinafter referred as **GTU IP Facilitator OR IP Facilitator OR Facilitator OR Patent Agent**), residing at/operating from \_\_\_\_\_  
\_\_\_\_\_ **(Address of Service Provider)** [Ph. No - \_\_\_\_\_, Email id: \_\_\_\_\_], which shall including its Lawyers, Advocates, Patent Agents, Employees, Partners and NOT outside Associates.

### WHEREAS,

- a. Disclosing Party desires to appoint Receiving Party for providing Intellectual Property Services (Like advise on, file and prosecute on behalf of the Disclosing Party for patent, copyright, design and trademark applications) to the Disclosing Party.
- b. For the same Disclosing Party, through GTU is hiring you (Receiving Party) as a contractual employee or independent contractor or IP Facilitator, and other good and valuable consideration, the sufficiency and receipt of which you hereby acknowledge.
- c. Receiving Party provides services like patent search, patent analysis, patent landscapes, patentability searches, patent drafting, patent filing, patent watch, conduct searches for freedom to operate in particular line of business/product, patent invalidity searches with specialized domain knowledge in patent searching and analytics, similar services for trademark, design and copyright, R&D and business consulting services, engineering services hereinafter referred to as "Intellectual Property Services". The Receiving Party has knowledge and expertise in the Intellectual Property Services and is currently engaged in providing such services to several organizations, individuals, business entities across the India.
- d. Receiving Party understands that for the purposes of attaining the Services, the Disclosing Party will disclose information (including, without limitation, know-how, formulas, processes, ideas, inventions, designs, creations (whether patentable or not), product development plans, forecasts, strategies and information), which to the extent subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.

The Disclosing Party and Receiving Party wish to discuss and exchange certain items and information including, but not limited to business programs, products, processes, 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:

# GTU SSIP Trademark-Design-Copyright Filing Guideline

## A. TERMS & DEFINITIONS:

- a. **"Disclosing Party"** shall mean the party disclosing information to the other relating to any kind of Intellectual property.
- b. **"Receiving Party"** shall mean the party receiving information from the other relating to any kind of Intellectual property.
- c. **"Invention"** shall mean all information relating to designs, business programs, products, processes, applications, systems, components, technologies, and business topics.
- d. **"Confidential Information"** shall mean all information provided by Disclosing Party with respect to the Invention/creation 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. Has been made public by Disclosing Party;
  3. Information that is disclosed to third parties by the Disclosing Party on a non-confidential basis;
  4. 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
  5. 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.
- e. Upon the written request of Disclosing Party, Receiving Party agrees to promptly return to Disclosing Party all Confidential Information furnished by Disclosing Party under this Agreement and all copies thereof and not to use them, or the data contained in them, any more either directly or indirectly.

## B. USE OF CONFIDENTIAL INFORMATION:

The Receiving Party agrees to:

1. Receiving Party (GTU IP Facilitator) shall keep all Confidential Information strictly confidential by using a reasonable degree of care and shall avoid the disclosures and unauthorized use of the Confidential Information;
2. Examine the Confidential Information at its own expense;
3. Not make any copies of Confidential Information or any part thereof without the express written consent of Disclosing Party;
4. 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;
5. 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;
6. Receiving party will advise those officers and employees, of the Confidential Information and of the obligations set forth in this Agreement and require such officers and employees to keep the Confidential Information confidential; and not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).
7. Not use or utilize the Confidential Information without the express written consent of Disclosing Party;
8. 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;

# GTU SSIP Trademark-Design-Copyright Filing Guideline

9. Not reverse engineer, disassemble, or decompile any prototypes, software, or other Confidential Information that are provided to Receiving party;
10. Not to disclose Confidential Information of the Disclosing Party except to other GTU employees who need to know such information in order to perform their duties;
11. Utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the likes;
12. Immediately upon a request by the Disclosing Party at any time the Receiving Party will return to the Disclosing Party all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, where such Confidential Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased as appropriate;
13. If any case the event of any unauthorized use or disclose of the confidential information happened, then Receiving Party shall have immediately notify the Applicant/Inventor and to GTU;
14. If any case of failure to maintain confidentiality by the Receiving Party shall entitle GTU and Applicant/Inventor to terminate this agreement and should take legal action;
15. Confidential Information by the Receiving Party shall be for the benefit of the Applicant/Innovator/GTU and any modifications and improvements thereof by the Receiving Party (GTU IP Facilitator) with permission of the Applicant/Innovator/GTU in written even then shall be the sole property of the Applicant/Innovator/GTU;
16. Receiving Party (IP Facilitator) also ensures that anyone to whom the confidential information is disclosed further abides by obligations restricting use, restricting disclosure and ensuring security as the agreement.
17. The Receiving Party may not use the name of the Disclosing Party in any service brochures or the list of its client representation essentially meant for private circulation or on posting at its website or any other social media without the pre-approval of Disclosing Party.

## **C. 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 a day 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.

## **D. NO LICENSE:**

Nothing in this Agreement is intended to grant any rights to the Receiving Party (GTU IP Facilitator) in or to Confidential Information.

## **E. ACCESS OF INFORMATION:**

Access to Information will be limited to only those employees and designees of Receiving Party (GTU IP Facilitator) who require access for the aforesaid purpose. The Receiving Party acknowledges that any violation or threatened violation of this Agreement would cause irreparable injury to the Disclosing Party.

## **F. MODIFICATION OF AGREEMENT:**

No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

## **G. ENFORCEMENT:**

- a. The interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996.
- b. 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. Both parties shall be entitled to all remedies available at law.



# GTU SSIP Trademark-Design-Copyright Filing Guideline

- c. Each party agrees that the other Party shall have the right to seek and obtain other relief in a court of competent jurisdiction or any other appropriate decree of specific performance for any actual or threatened breaches by the other Party without the necessity of proving actual damages or showing that monetary damages would be an adequate remedy;
- d. The Receiving Party shall immediately notify upon becoming aware of any breach of confidence by third party to whom it has disclosed the Confidential Information in furtherance of the Purpose and give all necessary assistance in connection with any steps which the Disclosing Party may wish to take prevent, stop any further disclosure of the Confidential Information or obtain compensation for such a breach or threatened breach.
- e. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees.
- f. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall not be affected, and this Agreement shall continue in full force and effect.
- g. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.
- h. This NDA agreement is enforceable to Receiving Party, with respect to all IP Filing work they are going to receive from present applying students/faculty/researchers/start-ups etc under the GTU financial assistance scheme for IP Filing.
- i. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof.

## **H. AMALGAMATION:**

It is hereby acknowledged and agreed by the both the Parties that any transfer of assets to or from either of the Parties, any consolidation, amalgamation or merger of either of the Parties, any change in name, objects, capital structure, corporate or other legal existence shall not discharge either of the Parties from its obligations and commitments under this Agreement.

## **I. COUNTERPART:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy, or electronic copy in .PDF or similar format, of an executed counterpart shall be valid and have the same force and effect as an original. IP Facilitators will require to sign the NDA copy in original and send the hard copy to applying students/faculty/researchers/start-ups etc via post/courier. The photocopy copy of same is required to be submitted by IP Facilitator to GTU.

## **J. BINDING NATURE:**

This Agreement may be assigned by Disclosing Party and shall be binding upon and inure to the benefit of Inventor/Applicant/GTU, its successors and assigns. Receiving Party may not assign this Agreement.

## **K. 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.

## **L. EFFECTIVE DATE:**

Effective date, duration and termination of agreement. The agreement shall be effective from the date of sign by Receiving Party (GTU IP Facilitator) till the policy is in active stage. Both the parties may extend this agreement for further period for the IP Filing Support under mutually acceptable terms and conditions. Notwithstanding the foregoing, this agreement can be terminated by either party by giving thirty (30) day notice of termination. However, the information shared as confidential survives the termination of this agreement, and shall continue to remain confidential THREE years after termination of this Agreement.

# GTU SSIP Trademark-Design-Copyright Filing Guideline

## M. 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.

## N. Jurisdiction:

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of **Gujarat** and all competent courts of **Ahmedabad** only are applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws or any other provisions thereof. The High Court and any other competent courts of Gujarat located in and within the jurisdiction of Gujarat and Ahmedabad shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

## NOTES:

This Agreement may not be amended for any other reason without the prior written agreement of both Parties

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below:

### [Disclosing party] (Innovator & Applicant)\*\*

### [Receiving party]

1. Sign, Name & Address of Applicant 1

By (Sign with Name of Person and designation):

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2. Sign, Name & Address of Applicant 2

Organisation Name (If Applicable):

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Address: \_\_\_\_\_

3. Sign, Name & Address of Applicant 3

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

*\*\*To be repeated if more than three applicants for application.*

# GTU SSIP Trademark-Design-Copyright Filing Guideline

## Annexure 3: Express Agreement/Satisfactory Work Completion Certificate

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

We the applicants of an Trademark / Design / Copyright \_\_\_\_\_, hereby express our acknowledgement towards services from \_\_\_\_\_ Registered Indian Patent/Trademark Agent/IP Law Firm having Patent/Trademark Agent Registration Number \_\_\_\_\_ for satisfactory drafting and filing of our Trademark/Design/Copyright application.

We acknowledge that, the said Trademark/Design/Copyright application had been satisfactorily drafted after properly discussing and understanding about invention/creation/design/logo with inventors/applicants. All our comments had taken and incorporated appropriately before finalising the draft for submission to Trademark/Design/Copyright office. No money had been taken from us or requested (as per the scope of GTU SSIP Trademark/Design/Copyright Application Filing Guideline), to file this application by the above mentioned Registered Patent/Trademark Agent/IP Law Firm.

We also acknowledge that we have not got financial benefit from any other government scheme or agency for purpose of paying the facilitator/patent/trademark agent for filing and prosecuting our Trademark/Design/ Copyright application of the same invention/creation/design/logo.

Name & Signature of Applicants:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

# GTU SSIP Trademark-Design-Copyright Filing Guideline

## Annexure 4: Check List for Bill Submission to GTU by IP Facilitator

The GTU IP Facilitator is required to submit following documents to GTU in HARD COPY (via post) and soft copy (via email to: [ipfc@gtu.edu.in](mailto:ipfc@gtu.edu.in)), for bills processing in against of services provided by facilitator for Trademark/Design/Copyright Application Drafting & Filing of an innovator/applicant's invention/creation/logo/design under GTU SSIP Financial Assistance Scheme.

1. Bill/Bill Note from IP Facilitator for provided service (Phase wise).
2. Copy of Trademark/Design/Copyright office CBR (Cash Book Receipt) mentioning Application Number along with list of submitted documents for Trademark/Design/Copyright application of Applicant.
3. Copy of Trademark/Design/Copyright office CBR (Cash Book Receipt) for payment of Application Fees (as per this guideline process).
4. Copy of all submitted application forms and supportive documents as submitted to Trademark/Design/Copyright office time to time (as applicable).
5. Copy of properly executed Non-Disclosure Agreement (NDA) between facilitator and innovator/applicant. (For Trademark Application this will be not needed).
6. Copy of email shared by beneficiary to facilitator, mentioning his/her selection by University IP Screening Committee for their invention/creation/logo/design to provide financial assistance for Trademark/Design/Copyright filing under this scheme.
7. Original copy of satisfactory work completion certificate (as per annexure 3) send by beneficiary to Facilitator at completion of each stage work.
8. Bank account details, where funds are required to be reimbursed for provided service.
9. Any other relevant documents as prepared and required for this scheme.
10. Student I Card.

# GTU SSIP Trademark-Design-Copyright Filing Guideline

## Process Flow for Trademark/Design/Copyright Filing of an invention/creation/logo/design under GTU SSIP IP Filing Facilitation Scheme

1. NDA is to be executed between GTU and University IP Screening Committee members.
2. Student/innovator's screening at university by University IP Screening Committee.
3. Approved Student/innovator's may select the IP Facilitator from the GTU IP Facilitator List based on area and expertise of facilitator for drafting and filing of Trademark/Design/Copyright related to their invention/creations.
4. GTU IP Facilitator list is prepared based on eligibility of facilitator for patent filing, it will be responsibility of beneficiary to check the selected IP Facilitator is legally eligible for the filing of Trademark/Design/Copyright filing, and select accordingly.
5. Facilitator has to sign NDA with student/innovators before starting of work (Annexure 2). (For Trademark Application this will be not needed).
6. Facilitator has to carry out Prior Art Search for the design and trademark filing. (*If cannot be protected due to any reason report to innovator/applicant and GTU*).
7. If protectable, Facilitator has to draft Trademark/Design/Copyright application and other required forms based requirements and details provided by student/applicant.
8. Facilitator has to give draft to student/applicants for verification and suggestions for amendment. Facilitator has to make necessary changes in draft based on received suggestions.
9. Facilitator has to take approval of student/innovators on draft for quality and satisfactory work completion related to application before filing the same. (Annexure 3)
10. Facilitator has to file all documents to Trademark/Design/Copyright office with applicable fees as per this guideline.
11. On receipt of Trademark/Design/Copyright application number facilitator/innovators who are filing on their own is required to submit all documents with fees payment receipt and bill/bill note to GTU for payment toward their service.
12. On receipt of those documents university will verify the same and will pay for phase one tasks completion, to facilitator/innovators who are filing Trademark/Design/Copyright on their own.
13. On issuance of examination reports for said application, facilitator will further require to prepare reply for all issued examination reports, if required facilitator has to prepare and file notice for attending hearing, attend any number of hearings, filing request for certificate issuance for the said case, till issuance of Trademark/Design/Copyright Registration Certificate.
14. After its completion, again facilitator will require to submit all supportive documents to GTU, which GTU will evaluate and after its verification, GTU will release the phase two payment to facilitator for his services.