

*Note from the desk of the Draftsman*

At the behest of the honorable Vice-Chancellor of BRAC University (BRACU), this Intellectual Property Policy Document has been prepared. Nowadays, more and more universities are focusing on the need of innovation and exploring how to capitalize on the intellectual capital generated in their universities. Obviously, challenge is the lack of policy that creates better incentives for researchers in universities to encourage them to convert their ideas into innovations and, thereby promising products for the Bangladesh and global market. Moreover, universities are increasingly recognized not only as centers of learning but also key component of the national innovation ecosystem. Therefore, it is imperative to build the Intellectual Property (IP) driven research and innovation capacity to foster IP culture within every campus arena of Bangladesh.

Since one of the goal of BRAC University (BRACU), as envisaged in the mission statement, is to encourage creative activity and the prompt and open dissemination of ideas and inventions by recognizing and rewarding individual members of the faculty and staff, this policy (Intellectual Property Policy Document) would endeavor to educate members of the university community about their rights and responsibilities regarding IP. This policy also describes the ways in which BRACU faculty, staffs and students can protect the IP that they create for their benefit as well as preserve the interest of the university and the public. This policy obviously cannot address every situation that may arise in the development, enforcement and management of IP Rights within the legal regime of Bangladesh. Rather, this policy is intended to serve as a set of guidelines/norms for BRACU faculty, staff, students and other associated for that matter. Thus, through this policy, a system will be in place to bring order into the process of knowledge generation and commercial exploitation.

It is also anticipated that this policy will be augmented from time to time by statement of policy or practices focused on particular types of IP, especially those arising out of new or evolving media or technology as time passes by. Further, this policy itself may also be amended over time to affect changes deemed to be in the best interest of the BRACU.

The undersigned would like to acknowledge and show indebtedness that in drafting this Intellectual Property Policy Document the 'Manual for IP Management at University' as enunciated by the Higher Education Quality Enhancement Project (HEQEP) of the University Grants Commission of Bangladesh, and the World Intellectual Property Organization's (WIPO) 'statements on key issues and core concepts' of IP related matters has been taken into consideration and relied upon as a policy guideline.

**K Shamsuddin Mahmood**  
*Draftsman*  
*Professor & Dean, School of Law*  
*BRAC University*

# ***BRACU IP POLICY***

*Drafted by:*  
**K Shamsuddin Mahmood**  
*Professor & Dean, School of Law*  
*BRAC University*

# INTELLECTUAL PROPERTY POLICY DOCUMENT

## **Cl. 01: General**

BRAC University (BRACU) is engaged in providing instruction, conducting research, and extending knowledge to the public at large. As a policy BRACU carry out its scholarly work in an open and free atmosphere and publish results obtained therefrom freely. On principle BRACU do not conduct research in anticipation of profit since it is incompatible with its aims and vision. However, BRACU recognizes that patentable inventions sometimes arise in the course of research conducted by its employees and students using university facilities. Thus, the BRACU authority has decided that patenting and licensing of inventions resulting from the work of university personnel, including students and others associated with it, is consistent with the purposes and mission of the university.

## **Cl. 02: Preamble and Major Objectives**

The principal objectives of the BRACU Intellectual Property Policy set forth herein are:

- a. To stimulate curiosity and promote creativity and innovation leading to generation of intellectual property having potential of value extraction.
- b. To provide appropriate incentive to creative intellectual effort by faculty, staff, students, and others associated with BRACU;
- c. To establish principles for determining the interests of the BRACU, inventors, and sponsors in regards to inventions and/or discoveries;
- d. To enable BRACU to develop procedures by which the significance of inventions and/or discoveries may be determined and brought to the point of commercial utilization;  
In particular:
  - To protect and enforce related interest of BRACU in all collaborations, research and projects whenever undertaken.
  - To envisage and facilitate a policy on research collaboration and guidelines for sharing of intellectual property interest in line with global standards.
- e. To provide the means for placing in the public realm the results of research, while safeguarding the interests of BRACU, inventor, and sponsor; and
- f. To recognize the right of the inventor to financial benefits from the invention or discovery.

## **Cl. 03: Ambit and Enforceability**

BRACU Intellectual Property Policy apply to and enforceable on university employees (both full and part time) including faculty and students who participate in research projects at BRACU main campus, residential campus, satellite campuses, or on assignments outside the campuses, unless specified otherwise.

This policy, as amended from time to time, shall be deemed to be a part of the conditions of employment of every employee, including student employees, and of the conditions of enrolment and attendance by every student at BRACU. Upon prior written contract between persons and the university, these policies may be applied to persons not associated with the university (*i.e.*, scientist, professors, personnel, visiting faculty involved in sponsored research projects and schemes) who make their inventions and original works available to the university under circumstances where the further development and refinement of the inventions are compatible with the research programs of BRACU.

## **Cl. 04: Issues of Ownership**

### **1. Ownership of BRACU**

a. Any kind of Intellectual property created by faculty, students, staff, project personnel, visitors and others, such as trainees from enterprises and other institutes, participating in BRACU programs or using its funds or facilities would be owned by BRACU when either of the following applies:

- The intellectual property was created with the significant use of funds or facilities administered by BRACU.
- The intellectual property was created (a) as a part of the normal professional duty or (b) work for hire.
- The intellectual property was created in the course of or pursuant to a sponsored/consultancy research contract with BRACU. In such cases, specific provisions related to Intellectual Property made in contracts governing such activity will determine the ownership of Intellectual Property.
- The intellectual property was created as a part of academic research and training leading towards a degree or otherwise.

b. Copyrights in general, including copyrighted software will be owned by BRACU when it is created as a part of any of the academic programs of BRACU, or created pursuant to a written contract with BRACU which provides for transfer of copyright or ownership to BRACU. More specifically:

- BRACU will be the owner of the copyright on all teaching materials created by BRACU and non-BRACU personnel from external agencies, institutions and industry under the continuing education and other programs of BRACU. However, the authors will have the right to use the material for their teaching and research activities.
- BRACU will not claim ownership of copyright on books and scientific articles authored by their personnel. However, BRACU will have the copyright if books and reports have been created using their funds specifically provided for this purpose.

c. Trade mark(s) / Service mark(s)

Ownership of Trade mark(s) / Service mark(s) created for BRACU will be with the university.

### **2. Ownership of Inventor/Author**

- a. Inventors/Authors will own intellectual property when
  - None of the situation defined above for BRACU/ownership of intellectual property applies.

- It is created outside their assigned/normal area of research/teaching, such as, popular novels, poems, musical compositions, or other works of artistic imagination, without the use of significant BRACU resources.
- b. Students will own copyright on thesis/dissertation created as a part of their academic programmes. However, the student must grant to BRACU permission without royalty-fee to reproduce and distribute copies for teaching and research as well as for dissemination for teaching and research to other academic institutions.
- c. Ownership of software code, patentable subject matter and other intellectual property contained in the thesis/reports are subject to conditions as specified under ownership of BRACU and ownership of Inventor(s)/Author(s) above.

### **3. Ownership of Third-Party**

#### **a. Ownership of intellectual property resulting from:**

- Funds provided partially or fully by a third-party to BRACU will be governed by specific provisions as contained in the contract between the third-party and BRACU.
- Exchange programs between BRACU and other institutions will be governed by specific provisions as contained in the contract between the third-party and BRACU.
- Where no such contract exists, Intellectual Property Rights will remain with BRACU.

b. In cases of all Intellectual Property produced at BRACU, BRACU shall retain a non-exclusive, free, irrevocable license to copy/use Intellectual Property for teaching and research activities, consistent with confidentiality arguments where ever entered by BRACU.

c. In cases where an Intellectual Property is created by BRACU personnel, (fully or as a part of the team) during deputation, official leave, or sabbatical as the case may be, the concerned BRACU personnel should officially communicate the Intellectual Property to BRACU. If the Intellectual Property Rights involves ideas/software developed, either fully or in part, using significant BRACU resources, then the Intellectual Property will also be owned by BRACU either fully or partially, as the case may be.

d. Filings of Intellectual Property Applications in foreign countries: If inventor(s) wish application will be filed in foreign country parallel to its filing in Bangladesh. If BRACU opts not to undertake such protection in any particular country as requested by the inventor(s), BRACU will assign rights of the Intellectual Property in that country to the inventor(s) for the purpose of protection.

e. Renewal of Intellectual Property rights: A decision on the annual renewal of Intellectual Property will be taken by a committee constituted by the Vice Chancellor along with the Chair, IPR cell. If BRACU decides not to renew the Intellectual Property rights in any country, then it will assign the rights of the Intellectual Property in that country to the inventor(s) upon a request to that affect from the inventor(s). In case of patents, the process

of reassignment will be completed in a period of three months before the due date for its renewal.

In all cases where Intellectual Property rights have been reassigned to the inventor(s) in any specific country, BRACU will not claim any share of proceeds earned through that Intellectual Property in that country, excepting for the costs already incurred by them at actual.

#### **Cl. 05: Disclosures, Confidentiality and Assignment of Rights**

1. In all sponsored and/or collaborative work under taken in persuasion to any endeavour, the provisions as contained in the contract pertaining to disclosure of Intellectual Property would be applied.
2. All other Intellectual Property produced at BRACU, the inventors will be required to disclose the Intellectual Property to the IPEC (Intellectual Property Evaluation Committee) by using the Intellectual Property Disclosure Form (as appended under Annexure I) at the earliest.
3. It will be mandatory for students to submit an Intellectual Property Disclosure Form (as appended in Annexure I) duly countersigned by the concerned PhD supervisor(s) at the time of filling the thesis or any other degree offered by BRACU.
4. The inventor shall assign the rights of the disclosed Intellectual Property to BRACU before departing from the institution and will agree to the terms and conditions for the sharing of any financial benefits received by the institution through commercialization of such Intellectual Property.
5. Having made the disclosure, the inventors, (both BRACU and non-BRACU personnel) shall maintain confidentiality of such Intellectual Property during the period while it is pending with/ or before BRACU for its assessment and protection, towards the possibility of commercialization, unless agreed in writing by BRACU.

#### **Cl. 06: Assessment and Evaluation of Intellectual Property**

1. Assessment and evaluation of any Intellectual Property evolved out of research or other undertakings in BRACU or as specified under Cl. 04 above, will be done by Intellectual Property Evaluation Committee nominated by the Vice-Chancellor to determine whether the same meets the statutory requirements prescribe under statues.
2. Assessment and Evaluation would essentially involve:
  - Assigning ownership of Intellectual Property.
  - Determining whether an Intellectual Property is innovative and fit for filing in Bangladesh and within foreign jurisdiction.
  - Determining whether the Intellectual Property has a reasonable chance for commercialization.
3. After assessment and evaluation of Intellectual Property, if BRACU decides not to take the responsibility for the protection of the same, then all the rights belongs to the same above, will be assigned to the inventors.

4. Even in such cases, as in 3 above, BRACU may take the responsibility of facilitating protection of the Intellectual Property on case by case basis.

5. Decisions on the questions of annual renewal of Intellectual Property rights will be taken by the IPEC. When BRACU decides not to renew any Intellectual Property rights (fully or partially) then the same will be assigned to the “inventors”, wherever relevant.

#### **Cl. 07: Contracts and Memorandum of Understanding (MoU)**

All Contracts and Memorandum of Understanding (MoU) related to Intellectual Property, (including but not limited to the following categories), undertaken by any BRACU personnel and students need to be approved by BRACU:

1. Allegiance, Affirmation and Confidentiality/ Non-Disclosure Contracts
2. License Contracts
3. Technology Transfer (Commercialization) Contracts
4. Alternative Dispute Resolution Contracts

#### **Cl. 08: Commercialization and Revenue Sharing**

1. BRACU shall market the Intellectual Property and identify potential licensee(s) for the same to which it (i) has ownership and (ii) for which rights have been assigned to it.

2. Where exclusive rights of the Intellectual Property have not already been assigned to a third party, the inventor(s) may also contact potential licensee(s) on their own initiative maintaining confidentiality and taking all necessary care to ensure that the value of the Intellectual Property is not affected.

3. When BRACU is not able to commercialize the Intellectual Property in a period of reasonable time, the inventor(s) may approach BRACU for assignment of rights of the invention(s) to them.

4. The net earnings/revenue from the commercialization and exploitation of the Intellectual Property owned by BRACU would be shared as in the following:

| <b>Net earnings/generated revenue from commercialization</b> | <b>BRACU Share</b> | <b>Inventor(s)/ creator(s) share</b> | <b>Administrative and Service Cost*</b> |
|--------------------------------------------------------------|--------------------|--------------------------------------|-----------------------------------------|
| For the first amount Q                                       | 55%                | 35%                                  | 10%                                     |
| For the next amount Q or more than 2Q                        | 45%                | 45%                                  | 10%                                     |

*\* The fund may be used towards promotion and up gradation of the invention. Also, the unused funds from the said account will be used for commercialization endeavours, Intellectual Property protection and other related activities. Amount Q be initially fixed at BDT.... Million(s). The inventor(s) share would be declared annually and disbursement will be made to the inventor(s), their legal heirs, whether or not the inventor(s) are associated with BRACU at the time of disbursement.*

5. Co-inventors of any Intellectual Property shall at the time of disclosure of invention also mentioned the percentage of distribution of earnings from Intellectual Property to its inventors. However, at any time the inventors may review the same by mutual consent.

#### **Cl. 09: Infringements, Damages, Liability and Indemnity**

1. BRACU as a policy shall always seek indemnity from any legal proceedings (without limitation) including manufacturing defects, production problems, design guarantee, up gradation and debugging obligation in all contracts to be signed with the licensee.

2. BRACU shall also ensure that its personnel have a built-in indemnity clause in all contracts with licensee(s), while transferring technology or copyrighted materials to them

#### **Cl. 10: Conflict of Interest**

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee enterprise/corporation then they are required to disclose the stake they and/or their immediate family have in the enterprise/corporation. Under these circumstances, it must be ensured by the inventor(s) that their entrepreneurial activities do not have an adverse impact on inventor(s) teaching, research and any other institutional responsibilities.

#### **Cl. 11: Dispute Resolution**

Any dispute or difference arising out of or in connection with this Intellectual Property Policy shall first be referred to the Bangladesh International Arbitration Centre (BIAC) for settlement through mediation in accordance with BIAC Mediation Rules. If a settlement cannot be reached within sixty (60) days following the appointment of the Mediator(s), then such dispute or difference shall be referred to BIAC to be finally settled under the rules of arbitration of the Bangladesh International Arbitration Centre, by one or more arbitrators appointed in accordance with the said Rules.

#### **Cl. 12: Governing Law and Jurisdiction**

All contracts on Intellectual Property to be signed by BRACU will have the jurisdiction of the courts in Dhaka Metropolis and shall be governed by appropriate laws under the legal regime of Bangladesh. BRACU will retain the right to 'engage or not' in any litigation concerning infringements of patents and license.

For future reference, inventor(s) should keep a laboratory notebook to keep records of their work. Descriptions of discoveries should be signed, dated and if possible witnessed.



## SCHEDULE

### Rules on Sharing's of Consultancy Earnings

- Situation A** where consultancy provided by intellectual input of the faculty member(s) without the use of BRACU infrastructure, such as electricity, computer, library as the case may be etc.
- Situation B** where consultancy provided by intellectual input of the faculty member(s) along with use of BRACU infrastructure.
- Situation C** where consultancy services is provided with joint efforts from faculty members / other supportive staff along with the use of infrastructure and inputs of BRACU, such as chemicals, glassware, instrumentation facilities etc.

| Sharing in percentage* |            |                                  |                                     |
|------------------------|------------|----------------------------------|-------------------------------------|
|                        | University | Institute /Department/<br>School | Faculty member(s)/<br>Consultant(s) |
| Situation A            | 15         | 25                               | 60                                  |
| Situation B            | 15         | 35                               | 50                                  |
| Situation C            | 15         | 45                               | 40                                  |

*\*Where indirect/direct costs are involved, in case A, B, and C as the case may be, only after deducting the amount of actual expenditure, the consultation amount will be shared among individuals alone or those who are involved in the entire consultation work. The students who are offered for research fellowships from the project consultancy will in no case be a part of consultation sharing. However they may be part of inventor group if their efforts are significant.*

## ANNEXURE I

### Intellectual Property Disclosure Form

**1. Title of the invention:**

Innovator(s) who have contributed or conceived an essential element of the invention, either independently or jointly with others during evolution of the technology concept or reduction to practice:

Name:

Position:

Department:

Phone:

e-mail:

**2. Brief description of the invention:**

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

While answering please cover the following points:

- (a) Describe the invention so that the other faculty of the University who are knowledgeable in the field can evaluate the technical and commercial merits of the technology?
- (b) What are the advantages of the present invention over the comparable inventions?
- (c) Has the invention been tested experimentally? Are experimental data available?
- (d) Has the invention been patented or protected under confidentiality agreement?

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

**3. Commercial potential:**

What are the

- (a) Possible uses/application areas and/or products you feel may embody aspects of your technology and
- (b) Possible end-users
- (c) Potential marketability including commercial suggestions viz.,
  - (1) Input required,
  - (2) Production capacity where applicable,
  - (3) Raw material requirement,
  - (4) Transfer form,
  - (5) Target companies and countries,
  - (6) Economic data,
  - (7) Potential long-term commercial interest.

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

**4. Prior disclosure and possible intent:**

Has the invention been disclosed to industry representatives or third parties? Has any commercial interest been shown in it and of what nature? Name the enterprises/corporations/entities and specific individuals and their titles.

*(Please use extra sheet, if needed)*

**5. Development stage:**

- a. Give your opinion on the current stage of development of the invention as it relates to its marketability (indicate appropriate response):

----- Embryonic (needs substantial work to bring it in market)

----- Partially developed (could be brought to market with significant investment)

----- Off-the-shelf (could be brought to market with nominal investment)

- b. Do you know of any other inventions that are congruent with this invention?

*(Please use extra-sheet, if needed)*

---

**Signature of Inventor(s) with date**

I/we undersigned, -----*(name)*----- hereby certify that -----*(the "Work")*-----  
-----; *(attach additional sheet if necessary to accurately describe the work)* was specially commissioned by me/us and is to be considered a "work made for hire" by BRACU, Dhaka, Bangladesh herein after referred to as University (BRACU), a Private University established under the Private University Act, 1992 and subsequently on being repealed the Private Univeristy Act, 2010 having its campus at 66 Mohakhali, within P.S. Gulshan, Dhaka 1212, Bangladesh, and that BRACU is entitled to all patent/copyright/trademark and all other Intellectual Property Rights thereto.

Without limiting the foregoing, for good and valuable consideration, receipt of which is thereby acknowledged and in accordance with the above entitlement of University (BRACU) to Intellectual Property generated by me/us, I/we hereby assign and/or transfer to University (BRACU), its successors and assigns, absolutely and forever, all right, title, and interest, throughout the world in and to the "Work" and each element thereof, including but not limited to the copyright/patent/technology innovation contained therein.

I/we further agree that no copyright material assigned by me/us to the University (BRACU) under this contract shall be reproduced by me/us beyond that which falls under fair use, and I/we shall retain only moral rights to this material. Furthermore, no patentable invention/technology/innovation/trademarks developed by myself and others shall be working with, be disclosed by me/us to any other party upon termination of this contract. I understand that any prior disclosure by me/us, directly or indirectly, either during the period of this work-for-hire contract or after its termination, shall render me/us prosecutable as per laws that may be in force at that time.

Signed this on \_\_\_\_\_ *(date)* \_\_\_\_\_ day of \_\_\_\_\_ *(month)* \_\_\_\_\_, 20\_\_\_\_.

Name:

Name:

Address:

Address:

*(Specimen Copy of No Objection Certificate for Publication of Dissertation/ Thesis/ Research/ Chapters/ Articles)*

### No Objection Certificate for Publication

1. Name of the Applicant \_\_\_\_\_
2. Age (in Years) \_\_\_\_\_
3. Permanent Postal Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Mailing Address \_\_\_\_\_  
\_\_\_\_\_
5. Email \_\_\_\_\_ Telephone \_\_\_\_\_
6. Cell/ Mobile \_\_\_\_\_
7. Dissertation Title (In Capital Letters)  
\_\_\_\_\_
8. Name of the Department/School/Institute \_\_\_\_\_
9. Month and Year (in which the Degree was awarded) \_\_\_\_\_
10. Name of the Guide/ Supervisor \_\_\_\_\_
11. Other Information (if any) \_\_\_\_\_

Concerned Department/ Intellectual Property Cell of BRAC University have no objection in regards to the publication of the work mentioned above.

\_\_\_\_\_  
**Signature of the Applicant**

\_\_\_\_\_  
**Signature of Head/ Chairman/Dean**

\_\_\_\_\_  
**Counter Sign from IP Cell (BRACU)**

*[The applicant should duly sign this specimen copy / form as and when required as per the readiness of BRACU without affecting sensitivity of the faculty and students.]*

Students/ inventor/ creator/ university personnel enrolled/ appointed at BRACU are bound by university's rules and regulations especially those framed under Intellectual Property Policy of BRACU. Pursuant to the Intellectual Property Policy, students/ inventor/ creator/ university personnel involved in the research and development, are required to assign ownership and transfer all the rights, title, interests and privileges subsisting in the Intellectual Property or potential Intellectual Property rights generated and created or evolved by the use of resources/ facilities of BRACU and affiliates to BRACU and its affiliates. If and when the Intellectual Property under this Deed of Assignment is commercialized, the net revenue generated from the licensing and technology transfer of intellectual property owned by BRACU would be shared according to the Intellectual Property Policy of BRACU.

## BETWEEN

AND

BRAC University, an Institution declared under the UGC Act, ..... and having its main campus at \_\_\_\_\_, Bangladesh hereinafter referred to as ‘Assignee’ which expression shall, unless repugnant the context, include its successors and assigns, of the **other part**.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND TRANSACTIONS HEREIN CONTAINED, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

## I. “ASSIGNMENT”

- (a) The Assignor hereby irrevocably assigns and transfers to the Assignee/BRACU the right with respect to Patent/ Design Application No. \_\_\_\_\_ dated \_\_\_\_\_ filed by the Assignor.
- (b) This assignment is further supported by the terms and conditions laid out in the Intellectual Property Policy of BRACU.
- (c) By this Assignment the complete ownership of the Inventions covered under aforementioned Patent/ Design Application rests with BRACU for Bangladesh and overseas jurisdictions. However, this assignment is subject to further modifications and amendments as may be agreed between the parties.

## II. COVENANTS

The Assignor and the Assignee both hereby covenant as follows: -

- (a) The Assignor has full right and absolute authority to assign the said Patent/ Design Application in the manner aforesaid.
- (b) The inventions above-mentioned are made during the course of research done in BRACU, in the Department/School/Institute of \_\_\_\_\_ *(name)* \_\_\_\_\_ or as envisaged under the Intellectual Property Policy of BRACU.

- (c) The said Patent/ Design Application is free and clear from all encumbrances and claims.
- (d) The Assignee shall be entitled to hold and use the said Patent/ Design Application exclusively so long as the said Patent/ Design Application exists, and earn and enjoy the profit or income therefrom without any objection or interruption on the part of the Assignor or persons claiming under them, for the overseas jurisdictions.
- (e) The Assignor will execute any further agreements as may be required for further and more perfectly assuring the said Patent/ Design Application unto the Assignee.

IN WITNESS WHEREOF the Parties hereof have put their hands the day and year first hereinabove written.

\_\_\_\_\_  
**Signature of the Assignor**  
**Assignee**

Name:

Designation:

Date:

\_\_\_\_\_  
**Signature of the**

Name:

Designation:

Date:

**Witness**

**Witness**

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

Name:

Date:

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

Name:

Date:

*[This may require consultation with a lawyer to ensure that this format is valid in Bangladesh]*

## ANNEXURE VIII

*(Specimen Copy of Power of Attorney)*

I/We \_\_\_\_\_, Son/ Daughter/ Wife of \_\_\_\_\_  
\_\_\_\_\_, Age: \_\_\_\_\_ Years, Nationality: \_\_\_\_\_

\_\_\_\_\_, Residing at: \_\_\_\_\_, do hereby

appoint as **Attorney** of mine and grant(s) powers to \_\_\_\_\_ (name) \_\_\_\_\_,  
\_\_\_\_\_ (address) \_\_\_\_\_, to

represent the grantor(s) for the purposes of obtaining and maintaining Intellectual Property Rights, such as patents of invention and utility models, certificates of addition to patents of invention, registration of trade, service, collective and certification marks as well as registration of geographical indications, and of industrial designs and software. To that end, the grantee is empowered to apply for renewal of protection, make declarations, file oppositions, contestations, replies or appeals, request voluntary reversal of decisions, respond to oppositions and appeals, have access to the official records; comply with official requirements; present written or oral defenses; desist, answer, settle, and/or effect payments and receive returns, and emit the respective receipts, of official fees of any nature, including governmental taxes; receive, submit and withdraw documents; apply for and reply to applications for forfeiture; initiate or submit replies to administrative nullity proceedings; apply for or contest applications for compulsory licenses; comply with any formal requirements; apply for the recordal of transfer of title and ownership, and/or change of name and address; apply for the recordal of patent, design and trademark license agreements as well as of any agreements related to Intellectual Property Rights and transfer of knowhow, including franchise agreements; serve extra-judicial cease and desist and warning letters; represent the grantor(s) before the courts, receive summonses on behalf of the grantor(s) exclusively in cases specifically relating to industrial property matters and finally, to take any steps necessary in order to defend the interests of the grantor(s). The grantee is further entitled to substitute the powers hereby granted, in whole or in part. Any acts previously practiced by the grantee on behalf of the grantor(s) are hereby expressly ratified.

**IN WITNESS WHEREOF** the parties here in have executed this presences on this ..... Day of .....  
20.....Deed of Assignment as of the date first set forth above.

Signed by the

\_\_\_\_\_ (name) \_\_\_\_\_

in the presence of \_\_\_\_\_ (name) \_\_\_\_\_

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

**Witness**

\_\_\_\_\_  
Signature

(Note: The power of attorney should be duly stamped and notarized)