



BIRAC-PATH

(PATENTING & TECHNOLOGY TRANSFER FOR HARNESSING INNOVATIONS)

Program Overview and Guidelines

Revised on June, 2026

A. PROGRAM OVERVIEW OF BIRAC-PATH

To safeguard the Intellectual Property Rights (IPRs) and advance translation of biotechnology innovations for technology transfer & commercialization, BIRAC's IP & Technology Management Group (IPTeM Group) has come up with a program “**BIRAC-PATH**” (*Patenting & Technology Transfer for Harnessing Innovations*) under which a wide range of IP & Technology Management offerings are provided to both BIRAC and Non-BIRAC supported entities.

B. SCOPE OF SUPPORT UNDER BIRAC-PATH PROGRAM

- The Scope of support under BIRAC-PATH shall include the following:
 - 1. Facilitation for Patenting Activity**
 - Patent Search & Analysis (Patentability, Freedom-to-Operate (FTO), State of the Art Search, Patent Landscape)
 - Drafting, filing and prosecution of Patent applications in India (Provisional, Complete and in foreign jurisdictions (Convention, PCT and National Phase)).
 - 2. Facilitation for Technology Transfer-** The scope of support under facilitation for technology transfer includes Technology evaluation, Technology marketing, identification of potential industry for licensing and/or collaboration, Technology valuation, Negotiation, drafting of agreements and post-licensing monitoring.
- To facilitate the Patent, Technology Transfer support under BIRAC-PATH, technically competent and experienced Intellectual Property & Technology Transfer (IP & TT) firms have been empaneled with BIRAC, who aid with patent drafting, filing, prosecution and technology transfer of such technologies.

SECTION - I

BIRAC-PATH- GUIDELINES

FOR

PATENT FACILITATION

1.1 ELIGIBILITY CRITERIA AND /WHO CAN APPLY

The request for availing patent facilitation support can be submitted by the following:

- 1.1.1 BIRAC supported entities-** Start-ups, Companies, MSMEs, Institutes/Universities who have received prior BIRAC funding under any of its schemes
- 1.1.2 Non-BIRAC supported entities-** Start-ups, MSMEs
 - Who have not received any prior grant/or funding from BIRAC
 - Are incubated at any of the BIRAC established & supported Bio-NEST Centres and
 - Are working in biotechnology/life sciences domain

1.2 WHO ARE NOT ELIGIBLE

- 1.2.1** Individual Innovators/Entrepreneur/Fellows (whether BIRAC or Non-BIRAC supported) shall not be eligible for the Patent facilitation support.
- 1.2.2** The Applicant who have availed any financial support for patent filing for the same technology under any Government schemes or from Incubators or from IP Facilitation Centres (IPFCs) or Technology Transfer Facilitation Centres (TTFCs), shall not be eligible for support under BIRAC-PATH
- 1.2.3** Background IP shall not be supported

(For this purpose, background IP shall mean any intellectual property conceived, developed, or reduced to practice prior to the commencement of the research project)

1.3 IP OWNERSHIP

Patent applications filed with BIRAC assistance under BIRAC-PATH shall be in the name of host Institute/University/Company/Start-up/MSME. BIRAC shall not have any ownership in the filed patents/patent applications.

1.4 HOW AND WHEN TO APPLY

- 1.4.1** Requests/Applications for Patent facilitation shall be accepted through quarterly call announcements on the BIRAC website and all applications/requests are required to be submitted online only.
- 1.4.2** Patent facilitation request/applications having filing deadlines in any jurisdictions within next 4-6 months from the announcement of the respective call, shall be accepted
- 1.4.3** The Call shall remain open till 17:30 hours on the last date of submission
- 1.4.4** Each quarterly call shall cover funding support for filing of-
 - Provisional Patent Application

- Complete Patent Application
- Convention Application (not more than 3 countries)
- PCT Application
- National Phase Applications

- 1.4.5** During the active call, the Applicant seeking patent facilitation support must apply through an online **Invention Disclosure Form (IDF)** available on the BIRAC Portal
- 1.4.6** Existing BIRAC supported entities can log-in using their credentials, while non-BIRAC supported entities must complete new user registration process to access and fill the IDF.
- 1.4.7** After successful login, the Applicant shall be required to fill-in the particulars displayed in the IDF depending on the support requirement.

1.5 INFORMATION TO BE SUBMITTED UNDER IDF

- 1.5.1** In the IDF, the Applicant must clearly select the appropriate option/stage for patent facilitation support from the drop down. In case, the Applicant seeks support for Conventional filing/National phase filing, the number and name of Countries must be clearly specified in the IDF.
- 1.5.2** The IDF must be filled comprehensively, providing all necessary technical details, experimental data, information on biological materials used (if any), work undertaken from the R&D stage onwards.
- 1.5.3** The information provided in the submitted IDF shall be used to evaluate the scope of requested Patent facilitation support (Provisional or Complete Indian patent filings, as well as PCT, Convention, or National Phase filings).
- 1.5.4** As part of the IDF, the Applicant are also required to outline their commercialization strategy in the jurisdictions/countries where patent facilitation support is sought.
- 1.5.5 Following documents must be uploaded by the Applicant while submitting the IDF:**
- i. BIRAC-supported entities -**
- Details of the funding received from BIRAC must be submitted.
 - Share holding pattern, Memorandum of Association, Certificate of Incorporation (For startups - DPIIT certificate and MSME - Udyam registration certificate to be uploaded)
 - In case where the Applicant is University/Institute, they must submit their affiliation proof (Central/State/Private owned).

ii. Non-BIRAC-supported entities -

- Details of the funding received from Government organizations/Incubators/Accelerators/Venture Capitalist/ any other funding source etc. must be submitted.
- A letter of endorsement from BioNEST, certifying that they are incubated at the BioNEST must be submitted.
- A copy of the executed incubation agreement with the BioNEST Centre must be submitted.
- Share holding pattern, Memorandum of Association, Certificate of Incorporation (For startups - DPIIT certificate and MSME - Udyam registration certificate to be uploaded)

1.5.6 Both BIRAC and non-BIRAC supported entities shall be required to submit a self-certified undertaking declaring that they have not availed any financial support for Patent assistance under any Govt schemes/incubators/IPFCs/TTFCs for the same technology, submitted for patent facilitation support under BIRAC-PATH.

1.6 EVALUATION AND RECOMMENDATION PROCESS

1.6.1 The submitted IDF shall undergo an eligibility check.

1.6.2 The IDF shall be evaluated by the Internal IP & Technology Management team and prepare an assessment report, which then shall be presented to the **IP & Technology Management Advisory Committee (“Committee”)** on a quarterly basis for their review and recommendation.

1.6.3 The Applicant shall also be invited for short presentation before the Committee.

1.6.4 The Committee shall comprise of Senior Officials working in the domain of IP & Technology Transfer.

1.6.5 The Committee shall evaluate the Patent facilitation requests in accordance with, but not limited, to the following parameters:

- Patentability of the invention/technology
- Quality and strength of the claims
- Market opportunity
- Technology Readiness Level (TRL) and supporting data

- Funding Secured
 - Commercialization Potential
 - Collaboration/Partnerships existing/ongoing in the requested jurisdiction
- 1.6.6** It shall be in the discretion of the Committee to recommend the number and the name of the countries that shall be considered for funding support under National Phase entries/Convention filing.
- 1.6.7** For National Phase applications, the International Search Report (ISR) published by WIPO shall be duly considered during the evaluation process
- 1.6.8** If recommended by the Committee, the Applicant shall be required to execute the BIRAC-PATH Order (outlining the terms & conditions for patent support) and a Power of Attorney (authorizing BIRAC to act on their behalf for facilitating drafting & filing of Patent application) prior to initiating the patent drafting and filing process.
- 1.6.9** For start-ups/MSMEs/Companies, requesting PCT, National Phase, or Convention filings, submission of a business plan outlining the commercialization strategy in the respective jurisdictions is mandatory.
- 1.6.10** Further, the Start-ups/MSMEs/Companies, Government Universities/Institutes, Private Institutes who have executed MoUs/LOIs/Collaboration agreement/any other agreement with interested parties in the requested jurisdictions, shall have an added advantage.

1.7 MODE OF FUNDING

1.7.1. By way of Co-Funding:

- a) The funding support for Patent facilitation under BIRAC-PATH shall be by way of “Co-funding” for **BIRAC-supported entities, Non-BIRAC supported entities and Private Research Institutions**, with obligation to pay benefit sharing.
- b) The Co-funding support for Patent facilitation under BIRAC-PATH shall be provided in the following manner:
70% (maximum) funding shall be borne by BIRAC and 30% (minimum) by grantee/Applicant towards Patent drafting, filing and prosecution in the requested jurisdictions till the grant of patent

OR

Commercialization in the territory of funding support availed, whichever is earlier

1.7.2. By way of Grant-in-aid funding:

- a) The funding support for Patent facilitation under BIRAC-PATH shall be by way of “**Grant-in-Aid funding**” for the **Government Institutes and Universities**, with obligation to pay benefit sharing.
- b) The Grant-in-Aid funding support for Patent facilitation under BIRAC-PATH shall be provided in the following manner:

100% funding shall be borne by BIRAC towards drafting, filing and prosecution in the requested jurisdictions till grant of the patent

OR

Commercialization in the territory of funding support availed, whichever is earlier

Note: Commercialization shall mean the first sale of the product developed using the Patent supported under BIRAC-PATH program

1.8 BENEFIT SHARING

- 1.8.1 Restriction on Licensing/Technology Transfer/Assignment:** The Applicant shall not license out, transfer or assign the technology patented with support of BIRAC under BIRAC-PATH without prior written permission of BIRAC.
- 1.8.2 Mandatory** Intimation of Commercialization: The Applicant shall promptly intimate BIRAC upon initiation of commercialization of the technology/product patented with support of BIRAC under BIRAC-PATH program.
- 1.8.3** The Applicant shall share the benefit with BIRAC at the rate of 5 percent (5%) on Annual Net Sales of the product(s) developed with the technology patented with BIRAC’s assistance under BIRAC-PATH program.
- 1.8.4** Sharing of benefits shall fall due beginning with the first sale of the product(s) and the liability to share the benefits shall terminate upon the first of any of the following two events to occur-

- a) **Yearly Payment:** The Applicant may opt for the yearly payment under which the Applicant shall share the benefits amounting to 5% of the Annual Net Sales of the product(s) developed by the technology patented with BIRAC's assistance, till the time the benefit sharing paid becomes equal to the amount of the funding disbursed under BIRAC-PATH; or
 - b) Sharing of benefit will terminate when the share of the benefits paid to the BIRAC becomes equal to the amount of the funding disbursed under BIRAC-PATH.
- 1.8.1** Benefits to be shared for each financial year shall be payable to BIRAC within 60 (sixty) days of close of audit of the corresponding financial year.
 - 1.8.2** If the Applicant is already a beneficiary under such Scheme of BIRAC that has Royalty obligation and the particulars of such pre-existing Project pertains to the same Intellectual Property as proposed to be protected hereinabove then, on Commercialization of the Patent, the Applicant shall pay royalty to BIRAC at a rate of 7 (seven) per cent on annual Net Sales of the product(s) developed with BIRAC's assistance till such time the benefit sharing paid to the BIRAC becomes equal to the cumulative amount of the funding disbursed by BIRAC under BIRAC-PATH scheme.
 - 1.8.3 In case of License-out/Sell/ Technology Transfer/Assignment:** In case the Applicant intends to License out or transfer the technology or sell/assign the patented technology supported under BIRAC-PATH, the Applicant shall share the benefits with BIRAC @1.5 times of the funding provided towards patent facilitation support in the sanctioned jurisdictions under BIRAC-PATH. The Applicant shall require to share the benefits with BIRAC either as a One-Time lump-sum payment or in two equal installments within 12 months from the date of BIRAC's permission for such technology transfer.
 - 1.8.4 Delay in payment of Benefit Sharing and Non-Payment:** In case of delay in payment, the Applicant shall be liable to pay simple interest at the rate of 12 (twelve) per cent per annum on the amount of default for the period of delay. In case of non-payment of Benefit Sharing, without prejudice to any other rights under this Agreement, the amount can be recovered by initiating any procedure available in Law.
 - 1.8.5 For this purpose-**
 - Benefit sharing shall mean fair sharing of the monetary benefits arising from the commercialization of the product(s) developed "Product" shall mean products,

services, processes, technologies, materials, software or other innovations resulting from the protected IP which would generate commercial income.

- ‘Net Sales’ for this purpose shall mean gross sales by the MSMEs/Start-ups/Company/its licensee/ its sub-licensee excluding excise duty and sales tax, as certified by the Chartered Accountant (CA).

1.8.6 Non-Intimation Treated as Misleading Information

Failure to intimate BIRAC regarding technology licensing, its transfer, assignment/selling of rights, commercialization or revenue-generating activities, whether deliberate or inadvertent, shall be deemed as providing misleading or incomplete information. Such non-disclosure shall constitute a material breach of the Agreement.

1.8.7 Consequences of Non-Disclosure or Misleading Information

In the event of non-intimation or concealment of commercialization activities, license out or transfer the technology patented with BIRAC’s support without prior written permission of BIRAC, BIRAC shall be entitled to take any or all of the following actions, without prejudice to other rights available under law or equity:

- a. Demand and recover the amount of funding/full benefit sharing, whichever is higher, along with interest at the rate of 12% per annum;
- b. Suspend or terminate ongoing or future funding;
- c. Initiate legal proceedings for misrepresentation or breach of contract.

- 1.8.8** The concerned agreement and benefit sharing payment obligations shall be valid till the full and final settlement of all dues by the Applicant, to the satisfaction of BIRAC.

1.9 MONITORING & REPORTING

- 1.9.1** BIRAC shall monitor the progress of the supported patent application and monetization of the supported Patent for not less than 10 years from date of issuance of BIRAC-PATH Order.

- 1.9.2** The IP & Technology Management Advisory Committee shall be responsible:

- To monitor the progress of the technologies supported for patent facilitation under BIRAC-PATH on a regular basis (six months)
- Based on the foregoing, the Committee shall recommend:

- Revisions in the supported jurisdictions
- Discontinuation of BIRAC-PATH support if the technology shows no significant progress or advancement leading towards commercialization
- Appropriate measures in cases of Administrative delays from the Applicant side
- To advise on any other matter as referred to it by BIRAC or otherwise necessary for the effective functioning of the BIRAC-PATH program.

1.9.3 The Internal IP & Technology Management Group at BIRAC shall conduct quarterly review meetings with the BIRAC-PATH beneficiary to assess the progress of commercialization strategies related to the supported patent application(s) in the sanctioned jurisdictions.

1.9.4 The BIRAC-PATH beneficiary shall submit biannual progress reports to BIRAC detailing the progress of R&D activities and corresponding commercialization plans associated with the supported patent application(s), to enable BIRAC to assess and monitor the status and implementation of commercialization strategies in the sanctioned jurisdictions.

1.9.5 The BIRAC-PATH beneficiary has the duty to disclose and report commercialization or inability to commercialize during the above stated duration.

1.9.6 The BIRAC-PATH beneficiary shall submit sales certificate and the audited annual accounts for the duration (10 years as stated earlier) to BIRAC.

1.10 FORECLOSURE AND TERMINATION

1.10.1 Foreclosure: During the BIRAC-PATH support tenure, if the Applicant fails to demonstrate substantial efforts to advance the technology and its commercialization in the supported jurisdictions, BIRAC may decide to foreclose the BIRAC-PATH support, in whole or in part, as deemed appropriate. The decision of BIRAC shall be final in all respects. If the BIRAC-PATH beneficiaries like to continue to pursue patent application in the respective jurisdictions at its own costs, it would be able to do so without restrictions from BIRAC after complying with these provisions.

1.10.2 Termination: BIRAC may terminate Patent facilitation support as outlined in the BIRAC-PATH Order by written notice in the event of “BIRAC-PATH Beneficiary”

not complying the terms and conditions of BIRAC-PATH guidelines and either not rectifying it to the satisfaction of BIRAC or not satisfying BIRAC about its inevitability within a specified period or for any misleading information. In the event of termination, no further funding shall be borne by BIRAC towards patent facilitation, and the BIRAC-PATH beneficiary shall be liable to bear all future expenses, if any.

BIRAC may terminate Patent facilitation support as outlined in the BIRAC-PATH order by written notice in case of any patent litigation, opposition and/or infringement proceedings in the name of the BIRAC-PATH beneficiary.

Hence, in the event of the termination of the agreement, the Applicant shall be obliged to return, without delay, the total amount of the funds spent under the BIRAC-PATH agreement, along with additional simple interest calculated at a rate of twelve per cent (12%) per annum, within thirty (30) days from the date the Applicant is notified of the termination of the agreement. Interest on the total funding shall accrue from the date of disbursement of the funds by BIRAC. Should there be a failure to repay the amount due, it is important to note that, without prejudice to any other rights under the concerned agreement, recovery of the outstanding balance may be initiated through any legal procedure available, and the name of the defaulters shall immediately be shared to all the funding agencies for their information purposes.

1.11 ADDITIONAL GOVERNING PROVISIONS

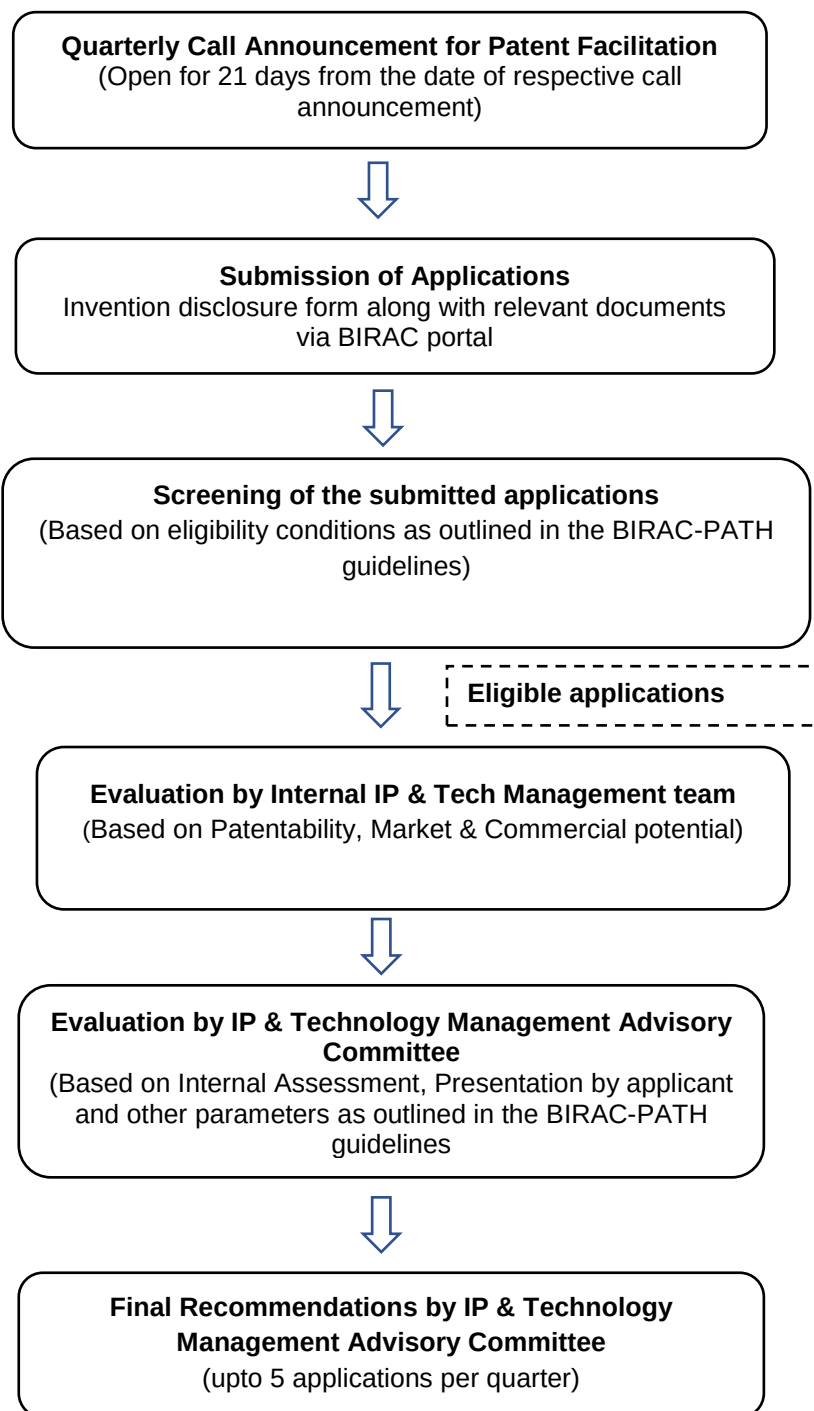
- 1.11.1 Request for patent facilitation support submitted directly through email shall not be accepted.
- 1.11.2 Applications submitted closer to the filing deadline shall not be considered.
- 1.11.3 Start-ups, MSMEs or Companies that have received funding from BIRAC under any scheme, including SEED, LEAP and the AcE fund, at any stage, shall be considered **BIRAC-supported entities** for the purpose of patent facilitation support under BIRAC-PATH program.
- 1.11.4 The support under the program shall be provided only to legal entities (Company/ Startups/ MSMEs/Institute etc.) and shall not be extended to Individuals.
- 1.11.5 The number of Patent facilitation requests/application from Non-BIRAC supported entities (Startups/MSMEs) shall be limited to 10 (ten) per financial year.

- 1.11.6** Eligible entities may avail patent facilitation support at any stage of patent filing process, depending on their specific requirement. However, the Applicant are encouraged to seek facilitation support from the provisional filing onwards to enable end-to-end handholding and guidance. The Applicant shall, however, be required to submit an IDF for patent facilitation support at each stage.
- 1.11.7** In cases, where co-funding is applicable, the Applicant shall mandatorily provide its 30% contribution upon recommendation by the Committee for extending support towards patent drafting and filing in the sanctioned jurisdictions under BIRAC-PATH program. The Applicant shall remit its 30% share of the statutory fees and professional fees directly to the BIRAC-empanelled IP firm handling the case.
- 1.11.8** Grant-in-aid/Co-funding under BIRAC-PATH shall include both Statutory fees and Professional fees incurred towards patent drafting, filing, translation and prosecution in the requested jurisdictions. However, such Grant-in-aid/Co-funding shall not cover any costs related to litigation, opposition, infringement, invalidity proceedings and/or any other associated cost.
- 1.11.9** Grant-in-aid/Co-funding under the BIRAC-PATH program shall include annuity or maintenance fees only in jurisdictions where such fees are payable prior to patent grant, and such support shall be limited to payments up to the grant of the patent.
- 1.11.10** The scope of Grant-in-aid/Co-funding under the BIRAC-PATH shall not extend to costs associated with filing of divisional patent applications, patents of addition, continuation-in-part (CIP) applications, validation of granted European (EU) patents in one or more-member states, and/or any other associated cost.
- 1.11.11** Once the funding duration is over, the Applicant shall assume full financial responsibility for all costs pertaining to the patent maintenance and any associated expenses.
- 1.11.12** BIRAC shall have no control over the timelines followed by Intellectual Property Offices, whether in India or in foreign jurisdictions, for initiation, examination, or grant of patent applications. Accordingly, BIRAC shall not be responsible or liable for any delay in the prosecution of patent applications or the subsequent grant of patents, including delays caused by patent offices, empanelled IP firms, Applicant, or any other third party.

- 1.11.13** BIRAC shall regularly update the Applicant on the status of patent applications and communications received from empanelled attorneys. The BIRAC-PATH beneficiaries shall be responsible for keeping track of such updates and furnishing timely responses to any queries or communications.
- 1.11.14** BIRAC shall provide patent drafting, filing, and prosecution services solely through its empanelled IP firms. Requests from the Applicant for change of the empanelled IP firm shall not be considered.
- 1.11.15** The decision of the IP & Technology Management Advisory Committee at any stage of evaluation shall be final and no requests for reconsideration shall be entertained.
- 1.11.16** BIRAC shall work in coordination with the Academic Institutions right from the initial stage to enable and facilitate the transfer of the technologies supported under the Patent Facilitation component of the BIRAC-PATH program.
- 1.11.17** In the event that the BIRAC-PATH beneficiaries are unable to transfer or license their technologies to any company/industry partner within a period of three (3) years from the receipt of patent funding support, BIRAC shall have the right to step in to facilitate technology transfer or commercialization in accordance with the terms as may be agreed upon at that time.
- 1.11.18** Universities/Institutes having an established in-house IP cell shall be required to obtain prior written permission to avail patent facilitation support under BIRAC-PATH program. In such cases, the provisions and norms of the BIRAC-PATH program shall prevail. The in-house IP cell may coordinate, as necessary, to facilitate information sharing, however, it shall not be directly involved in the patent facilitation process under the BIRAC-PATH program.

BIRAC-PATH (PATENT FACILITATION SUPPORT)

Submission – Screening– Evaluation - Recommendation



SECTION - II

BIRAC-PATH-GUIDELINES FOR TECHNOLOGY TRANSFER FACILITATION

2.1 **OBJECTIVE**

To enable the transfer of technologies, knowledge, or intellectual property from research institutions to start-ups, MSMEs and Industry for commercialization through licensing and collaborations.

2.2 **ELIGIBILITY CRITERIA**

- ✚ Universities/Institutes, Start-ups, Companies and MSMEs, whether BIRAC or Non-BIRAC supported entities (“**Applicant**”) engaged in research in biotechnology, life sciences, or allied areas
- ✚ Individual Innovators/Entrepreneurs/Fellows, shall become eligible for the technology transfer facilitation support, only if they have started their own venture/company/start-up.
- ✚ In other words, only the legal entities are eligible for technology transfer facilitation and no individuals shall be eligible.

2.3 **SCOPE OF ACTIVITIES**

- ✚ Technology Transfer facilitation shall include following activities required for transferring technology/Know-How/Patents to the interested parties:
 - Technology Evaluation
 - Technology Market analysis
 - Technology Marketing (Preparation of technology brief and identifying the prospective companies)
 - Technology Valuation
 - Advisory support to innovators/startups on commercialization pathways
 - Term sheet Preparation & Negotiations
 - Drafting of License agreement
 - Post Monitoring of License

2.4 **PROCESS FOR TECHNOLOGY TRANSFER FACILIATATION**

- 2.4.1 The Applicant seeking Technology Transfer facilitation, shall submit their request through online Invention Disclosure form (IDF) available on BIRAC Portal.
- 2.4.2 Existing BIRAC supported entities can log-in using their credentials, while non-BIRAC supported entities must complete new user registration to access and fill the IDF.

- 2.4.3** After successful login, the Applicant shall be required to fill in all the particulars displayed in the IDF.
- 2.4.4** The Applicant are required to choose the appropriate thematic area from the drop-down menu in the IDF.
- 2.4.5** The IDF must be filled comprehensively, providing all necessary technical details, experimental data generated, details of any IP filed, current TRL, information on biological materials used (if any), nature of license sought (exclusive or non-exclusive), potential licensees identified, previous and ongoing collaboration, regulatory requirement, market size etc.
- 2.4.6** The Applicant along with the filled in particulars must also upload the following documents in the IDF-
- i. The Applicant shall submit details of the funding received from BIRAC or any other funding organization, incubation centres, IPFCs or VCs.
 - ii. **In case of the Universities/ Institutes as Applicant**, a copy of Institutional IP & Technology Transfer Policy must be uploaded.
 - iii. **In case of the start-ups/MSME/Company as Applicant-**
 - A copy of the executed incubation agreement, if incubated, with any incubator.
 - Share holding pattern, Memorandum of Association (MoA), Certificate of Incorporation (for start-ups-DPIIT certificate and for MSME-Udyam certificate is must).

2.5 EVALUATION PROCESS

- 2.5.1** The submitted IDF shall undergo an eligibility check.
- 2.5.2** If eligible, the Applicant shall be required to execute a Tripartite Agreement with the BIRAC and the empaneled Technology Transfer firm (outlining the Terms & Conditions for technology transfer facilitation) and a Power of Attorney (PoA), authorizing BIRAC to act on their behalf for facilitating the technology transfer.
- 2.5.3** Post execution of Tripartite Agreement and PoA with BIRAC, the IDF shall be evaluated on the following aspects and the case shall be allocated to one of the Technology Transfer firms empanelled with BIRAC-
- Intellectual Property Position
 - Stage of Technology Developed (TRL)

- Technical Merit
- Market Potential
- Licensing & Commercialization strategy

2.5.4 Nature of the license shall be decided on a case-to-case basis in consultation with the Inventor and/or as per the Institutional/University IP Policy guidelines.

2.5.5 Technology developed by the Applicant can be licensed to multiple licensees, either non-exclusively to several companies OR Exclusively for few companies, based on field-of-use (application) or Geography or duration.

2.6 REVENUE SHARING MODEL

In the event of a successful technology transfer facilitated by BIRAC, the revenue generated shall be shared between the Licensor and BIRAC as follows:

2.6.1 IN CASE OF THE EXCLUSIVE/NON-EXCLUSIVE LICENSING

✚ If the technology is exclusively licensed to an industry partner (based on field-of-use, jurisdiction, or duration) or non-exclusively licensed to multiple industry partners:

a. Upfront Payment:

- 70% of the upfront payment shall be transferred to the Licensor, and 30% shall be retained by BIRAC.
- 30% of the upfront technology fee retained shall then be distributed in ratio of 1:2 between BIRAC and empanelled Technology transfer firm.

b. Royalty (Post-Licensing):

- 70% of the royalty shall be transferred to the Licensor, and 30% shall be retained by BIRAC.
- 30% of the royalty fee retained shall then be distributed in ratio of 1:2 between BIRAC and empanelled Technology transfer firm.

2.6.2 MODIFICATIONS AND/OR IMPROVEMENTS TO THE LICENSED TECHNOLOGY

- i. In the event of any modification and/or improvements proposed by the Licensor or Licensee to a technology already licensed through BIRAC's facilitation, the same shall be promptly communicated to BIRAC.
- ii. BIRAC shall facilitate the licensing for the proposed modifications and/or improvements proposed by the licensor and/or licensee.

- iii. **Revenue Sharing Model:** In such cases, 15% of the upfront fees to be retained solely by BIRAC and a similar model 15% shall be followed for royalties decided for post monitoring of transfer of improved and/or modified technology.

2.7 POST LICENSING MONITORING

BIRAC, along with the empanelled technology transfer firm, shall oversee post-licensing activities to ensure effective implementation of the executed agreement. This shall include:

- Monitoring compliance with license terms
- Tracking milestone progress
- Reviewing any new improvements or modifications to the licensed technology
- Ensuring timely royalty payments
- Reviewing periodic reports
- Maintaining regular communication with the licensee and licensor
- Conducting audits, if required

2.8 ADDITIONAL GOVERNING PROVISIONS

- 2.8.1** The technology allocated to the empanelled technology transfer firm shall be periodically monitored to assess its licensing and commercial feasibility. Based on feedback provided by the Industry Partner, if the technology is found to be at a premature stage of development or lacking commercial viability, further licensing efforts shall be discontinued.
- 2.8.2** The Applicant shall be required to actively participate in technical discussions with the Industry Partner and to promptly share all requested technical information, data, and related materials as may be necessary.
- 2.8.3** The Applicant shall be required to submit a self-certified undertaking stating that no technology transfer support for the same technology has been availed from any other Government agency or from incubation centres, IPFCs/ TTFC etc.
- 2.8.4** In cases where the Applicant has an existing MoU or any agreement with a technology transfer agency for licensing of the same technology for which facilitation under the BIRAC-PATH programme is sought, the Applicant shall be required to submit a No Objection Certificate (NOC) from the concerned technology transfer agency that has executed the MoU or agreement with the respective University/Institute/Start-up.
- 2.8.5** Universities/Institutes having an established in-house IP cell shall be required to obtain prior written permission to avail Technology Transfer facilitation support under BIRAC-

PATH program. In such cases, the above-mentioned Revenue Sharing model (clause 2.6) prescribed under the BIRAC-PATH program shall apply.

- 2.8.6** Revenue sharing with BIRAC or the empanelled Technology transfer firm shall be applicable only upon successful completion of the licensing process. During the ongoing licensing process, or where the technology remains unlicensed, no revenue or expenses shall be claimed from or shared with BIRAC.