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# INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY



**SANT GADGE BABA AMRAVATI UNIVERSITY, AMRAVATI**

## Preamble

Sant Gadge Baba Amravati University, Amravati, was established on Maharashtra Day, 1st May 1983, to primarily address the educational needs of the rural population in western Vidarbha.. The university has its jurisdiction within five districts of Vidarbha viz. Amravati, Akola, Yavatmal, Buldana and Washim. By now, this sapling has grown into a gigantic tree having about 4,00,000 students. It is noteworthy to state that the University has a lush green campus of 470.63 acres with 28 Teaching Departments, a conducted Model Degree College at Buldana and four Faculties satisfying the knowledge appetite of the students. The University is dedicated to uplifting marginalized and underprivileged communities through education. The Sant Gadge Baba Amravati University (SGBAU) has been determined and committed to create a human resource capable of converting challenges into opportunities through imparting training to youth in various aspects of skill development. As such it addresses to all dimensions of higher teaching learning process towards making of the learners; the ideal citizens, the academic leaders and the global entrepreneurs to represent the Leader Indian in the 21st Century.

The University has been re-accredited by NAAC for 2nd cycle in the year 2010 with "B" grade (CGPA 2.63), for 3rd Cycle in 2016 with "A" grade (CGPA 3.07) and for 4th Cycle in 2022 with "B++" grade (CGPA 2.96). Since then, the University is striving to bring-in the academic and administrative quality measures by implementing the recommendations of the NAAC team. Most of them have been brought into practice. University campus is having other facilities like Canteen, Post Office, Bank, Employment Bureau & Transportation Services of Municipal Corporation

## Definitions

The meaning of terms applied in this policy are as below (unless the context otherwise requires).

- a. **Copyright:** means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work.
- b. **Creator:** Creator refers to an individual or a group of individual's at SGBAU, who make, conceive, reduce to practice, author, or otherwise make a substantial intellectual contribution to the creation of any intellectual property. Creator includes an inventor in the case of inventions under Patent Law, an author in the case of works falling under the Industrial Designs Law and/ or Copyright Law.

Creator can be any employee of SGBAU directly and/or indirectly associated and includes those who are regular faculty and staff members who are on probation or on contract and those who are employed. on temporary basis either in university and/ or in projects and those who are researchers or students or their like who are responsible for the creation of an intellectual property using the facilities of SGBAU University shall fall under ambit of **Intellectual Property Rights (IPR)** policy. The creations maybe inventions, non-functional distinctive designs of articles, expressions, representations by way of logos optionally in combination of words/sounds/distinctive shapes/ornamentations, teaching material, thesis, books, reports, etc which result from. Activities related to their jobs and/or diverse functional association or engagement with SGBAU. This IPR Policy provides the guidelines on ownership of the said creations and processes to be followed for their protection using the various tools of IPR such as patents, industrial designs registrations, copyright, trademark, geographical indications, topographies of integrated circuits, protection of new plant varieties and trade secrets. Further the IPR Policy also provides the formalities to be followed for dealings of such IP by the owners of the IP.

- c. **Academic Freedom:** The freedom of the academic staff of the Institute to conduct their own academic activities including teaching, research and development, choose their own research field, pursue self-directed research, and collaborate and communicate with others regarding their scholarly efforts in keeping with the Institute's academic mission.

**Fair use:** This is the amount of copying allowed by law so that copyright shall not be a strangle hold on the progress of human knowledge. Limited portions of a work can be copied without the rights holder(s) permission for academic and non-commercial uses, although the exact permissible percentage may have to be determined by the courts. In general, use of a small part of a work, which does not hurt the present or potential market for that work, is allowed under fair use, but there are many grey areas where the law has to be decided on a case-by-case basis. Fair use in the classroom during regular teaching is understood more liberally than that permissible in teaching for distance education through multimedia packages.

This is because distance education packages are commercial products and hence permission has to be sought for the use of any intellectual property held by others, which maybe quoted or reproduced in the package. The possibility of fair use exists only in the case of copyright and does not apply to patents.

- d. **Intellectual Property (IP)** confers of exclusive rights in relation to the particular form in which ideas/information are expressed/ manifested in the following manner.
  - i. New and useful scientific and technical advancements in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties, etc. which are patentable.
  - ii. Industrial and architectural designs, models, drawings, creative, artistic and literary works, teaching resource materials, generated records of research including thesis, a dissertations, etc. which are copyrightable.
  - iii. Trademarks, service mark logos, etc.
- e. **Intellectual Property Rights (IPR)** denotes the specific legal rights of the inventors to hold and exercise Patents, Trademarks, Copyrights, Industrial Designs, etc. IPR aims to exclude third parties from exploiting the protected subject matter for a certain period of time (normally 20years), without explicit authorization from the right holders.
- f. **Patent** means a patent granted under the provisions of the Indian Patents Act, 1970, and later as modified from time to time, in case of patent of foreign country as per the prevailing Act/Rules of the patent will be granted concerned country pertaining to grant of patents.

## 1. PURPOSE

- i. SGBAU has formulated this policy to effectively manage Intellectual Property Rights (IPR) with the following objectives
- ii. To provide a conducive environment that fosters the development of intellectual property.
- iii. To encourage and safeguard scientific investigations and research.
- iv. To make the creator of IPR aware of the applicable laws and rules for ensuring their compliance.
- v. To enable the university to make beneficial use of such developed IP for the maximum possible benefit of the creators, the university and the nation.
- vi. To establish IPR management policy and procedural guidelines for making available to the inventors of SGBAU and affiliated colleges/institutes and constituent colleges.
- vii. To promote, facilitates and provide benefits to the members of the community of creators who take initiatives to transfer SGBAU intellectual property to the public under this policy.

## 2. OBJECTIVES

- 1. To promote academic freedom while safeguarding the creation and management of intellectual property at SGBAU.
- 2. To provide a comprehensive single window reference system for all Intellectual property rights issues relating to Intellectual property generated at the SGBAU.
- 3. To protect the interests of intellectual property creators and ensure fair distribution of commercialization returns.
- 4. To promote IPR culture and provide legal support for the protection of IPR obtained by SGBAU against any infringement.
- 5. To support and create environment for acquiring new knowledge through innovation and research, compatible with education mission of SGBAU.
- 6. To provide the guidelines and opportunity for the commercialization of patent.

## 3. RESPONSIBILITIES OF IPR CELL

The IPR cell will disseminate following responsibilities:

- 1. Evaluate University creations for proprietary protection.
- 2. Maintenances of University IP portfolio.
- 3. Creation of Linkages with national and international agencies for the commercialization of transfer of various technologies and SGBAU Intellectual property.
- 4. Draft and review contracts such as licensing, assignments, non-disclosure agreements, and material transfer agreements.
- 5. Execution of all functions to ensure implementation of the IP policy.
- 6. Preparation of panel of patent attorneys.

#### **4. THE SGBAU INTELLECTUAL PROPERTY RIGHTS (IPR)POLICY**

This IPR policy document will be binding on all matters related to IPR issues at SGBAU. This policy may be revised periodically to align with updates in IPR laws.

The main thrust of the IPR policy of the University is-

1. To protect the IPRs of faculty, researchers, students or any other employee in the university.
2. To administer the IPRs of faculty, staff, students or any other permanent employee of the university.
3. To provide a simple and transparent processes in all aspects of IPRs.
4. To foster, stimulate and encourage creative activities in the widest sense in all the areas of academic& research program and consultancy services offered by SGBAU.
5. To lay down a transparent administration system for the ownership and control of Intellectual properties and sharing of the revenues generated and owned by SGBAU.

##### **4.1 DISCLOSURE OF THE CREATIONS TO THE UNIVERSITY**

All Creations that fall within the ambit of the definition given in (b) have to be necessarily disclosed to the University and must be submitted using the Innovation Disclosure Form (IDF) to enable the University to decide on the next course of action on whether the creation-

- a) The University will decide whether to retain ownership of the creation or waive its rights.
- b) Can be publicly disclosed and if so its timing and the form of the public disclosure needs to be protected as University's IP.
- c) When a creator wants to bring his/her technology under Intellectual Property Rights of SGBAU, no public disclosures (by way of presentations in conferences, seminars, publications, etc) shall be made of their creations.

##### **4.2 COMMERCIALIZATION AND CONFIDENTIALITY**

All personnel associated with University activities must treat disclosed IP-related information as confidential until authorized otherwise. Such confidentiality shall be maintained till such date as is demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public. Having filled the Disclosure Form, the creator shall maintain confidentiality i.e. refrain from disclosing the details, unless authorized otherwise in writing by the University, until the University has assessed the possibility of commercialization of the intellectual property. Subject to the right of academic freedom the University staff shall not directly, except in the proper course of their duties, either during or after a period of their appointment, disclose to any third party or use for their own purposes or benefit or the purposes of any third party, any confidential information about the business of the University unless that information is public knowledge or he/she is required by law to disclose it.

The following guidelines should be followed when dealing with confidential information in the context of third parties such as commercial organizations:

- (i) The amount of information given to prospective licensees before the signing of any confidentiality or secrecy agreement should in no case exceeds or falls outside that which is set out in the Technology Profile Form for any particular intellectual property.
- (ii) When a third party is interested in commercializing an item of intellectual property on offer after inspecting the relevant Technology Profile, they may apply on the prescribed form and with the deposition of the required fee for transfer of the technology. They will be required to demonstrate their capacity to commercialize the technology to the University's satisfaction. The University will then require the third party to sign contractual confidentiality or secrecy agreements undertaking to maintain the confidentiality of all information disclosed, before any further disclosure is made. The Bilateral Secrecy Agreement format must be adhered to.
- (iii) Third parties must obtain express authorization writing from the University to Commercialization/exploit the IP. Confidentiality agreements will continue in force even if the commercialization process is aborted at any stage. However, it is recommended that no disclosure should be made if there is any doubt as to the outcome of the commercialization process.
- (iv) If running royalties are to accrue to the University and the creator, the licensees must be bound by their contract to take adequate measures to protect that matter from becoming known to others through the licensee's practice, and thereby made available to others whose activities may adversely affect royalty returns.

- (v) Access to areas where University-owned intellectual property including confidential information is made available, seen or used, and to confidential documents, records, etc. is to be limited only to those who are creators or are bound by confidentiality agreements.
- (vi) Creators and/ or University personnel must take care not to disclose confidential details of University-owned intellectual property in their publications, speeches, or other communications.

## **5. EVALUATION AND EXPLOITATION DECISIONS**

The authorized/ designated office/ committee of the University will evaluate the disclosure made by the creator on the prescribed Invention Disclosure Form and determine whether there is a good prima facie case for believing that the intellectual property has economic value and it needs IPR protection. The University will inform the creator of its decision within 90 days of the disclosure date. Its decision whether the

- (i) University wishes to own and commercialize the intellectual property.
- (ii) University is unwilling to commercialize the intellectual property.
- (iii) The ownership of the intellectual property is in doubt.

### **(a) Where the University wishes to own and commercialize the intellectual property**

In this case, the University will take steps to commercialize the property through patenting or confidentiality. Where a patent is applied for, the creator shall agree to maintain all relevant details of intellectual property secret and confidential until the patent application is filed.

In the case of protection through confidentiality the same information will be kept secret and confidential as long as the intellectual property has commercial value. The creator shall furnish such additional information and execute such documents from time to time as may be reasonably requested for effective protection and maintenance of proprietary rights of the University in the intellectual property

### **(b) Where the University is unwilling to commercialize the intellectual property**

It shall merely record the fact of the creation of the intellectual property without prejudice to the rights of the creator and hold all information communicated in this regard by the creator, secret and confidential. The University will have no liability to keep the information secret and confidential if the intellectual property subsequently either comes into public domain or is commercialized otherwise. The University will be entitled to a non-exclusive, non-transferable license to use the work within the University for Non-commercial educational and research purposes.

### **(c) Where the ownership of the intellectual property is in doubt**

Ownership disputes will be referred to an Arbitration Committee constituted by the University Board of Governors. The Arbitration Committee must communicate its decision on the matter to the creators within one month of the referral of the issue to the Committee. The decision of the Arbitration Committee will be final and binding on the creator(s) and the University.

## **6. COMMERCIALISATION OF UNIVERSITY- OWNED IP**

### **(a) Commercialization through licensing of rights by the University**

All expenses for obtaining and maintaining statutory rights in University owned intellectual property will be borne by the University. The University will take steps to commercialize all University-owned property according to the time schedule outlined below

1. **Date zero:** the creator discloses the nature and particulars of the intellectual property they have created to the University in the prescribed Disclosure Form.
2. **Zero plus one hundred eighty days (six months) or earlier:** If the property is found to be assignable to the University and the University wishes to own the property as per section 5(a), the University files the patent, or proceeds directly for commercialization through confidentiality agreements with third parties, whichever is practicable. The creator should provide all necessary data and documents for filing the patent within 15 days of the notice served by the University intimating its decision to patent. If the University fails to inform the creator of its decision within the said deadline, the creator, without encumbrance, will hold the rights of the intellectual property.
3. **Zero plus five years:** the University reviews the situation if the intellectual property has been commercialized; the subsequent cost of maintaining statutory protection will be met through receipts from the licensee. If the property has not been commercialized, all rights and responsibilities in it will revert to stand a good chance of being commercialized within the next year, in which case the University opts to pay for another year of protection and retains the rights for that year.

4. **Zero plus six years:** After the end of the sixth year, if the intellectual property is still not commercialized, all rights and responsibilities in the property will revert to the creator, subject to any contractual agreements with a sponsor, if any, and the University shall no more be liable to pay for statutory protection of the property. At any time during the above process, the University will have the right to revert the rights in the intellectual property to the creator at a mutually agreeable date with notice of three months of its intention to do so. If the property is commercialized subsequently, the creator may be required to pay royalty to the University of the Net Profit in a proportion 60% for the creator/inventor, 20% to the department/Centre of the creator/inventor and 20% to the University or the terms agreed upon between the creator & University on revenue sharing.

**(b) Commercialization through licensing of rights by third parties**

The University will license at its discretion the University-owned intellectual property for commercialization through third parties who may or may not be the creator through the grant of exclusive/ non-exclusive licenses, or assign its ownership rights to third parties/ creator safeguarding the interests, financial or otherwise, of the University.

1. All such licensing agreements or assignments in particular where the third party is also the creator, would be carefully examined by the University to determine that no conflict of interest will occur as a result of their ratification. The third party when interested in any such transfer of rights must demonstrate technical and business capability to commercialize the intellectual property.
2. The costs of transfer of interest/ right/ ownership and maintenance of rights in the University-owned property by way of license, assignment or otherwise devolution of rights for such purposes will be borne exclusively by the licensee, assignee, and person acquiring such rights. The University may under special circumstances retain a non- exclusive royalty-free license to use the property for teaching and research.
3. The assignment or license maybe subject to additional terms and conditions, such as revenue sharing with the University or reimbursement of the cost of statutory protection, when justified by the circumstances of development of the intellectual property licensed. If the University finds that the third party has not taken steps to commercialize the property within one year of acceptance of the license, the University will be free to revoke the license.

## **7. OWNERSHIP**

**(a) In-House Research**

The University shall be the owner of all Intellectual Properties (IP) including inventions, designs, software and such other creative works carried out at the University except in respect of the activities carried out jointly with other institutions or agencies or under a sponsorship by an agency, in which case the ownership will be decided and agreed upon mutually.

**(b) Sponsored Research**

As a general rule, Intellectual Property Rights of inventions arising out of research projects undertaken on behalf of the sponsoring agencies shall be taken jointly in the name of the University and sponsoring agencies; when the sponsoring agencies bear the cost of filing and maintaining of the IPR equally. If the sponsoring agencies are not forthcoming, the University at its discretion may file the application with absolute ownership and University will meet the entire cost of filing and protection of IPR. For IP resulting from sponsored research or consultancy projects without specified ownership terms, the University will retain ownership.. The University may however, if it deems appropriate, enter into a separate agreement/contract with the sponsor for licensing the IP to it or jointly with it, which will specify payment of additional fees / royalty. In specific cases, provisions related to IPR made in contracts governing the sponsored research activity shall determine the ownership of IP arising out of sponsored research, or consultancy assignment.

## **8. COLLABORATIVE RESEARCH**

All intellectual property jointly created, authored, invented, conceived or put into practice during the course of collaborative research undertaken jointly by the University with Collaborating Institutions (including Foreign Institutions), shall be jointly owned and the University will share

the cost of IP registration equitably with the Collaborating Institutions. Where the Collaborating Institutions are not forthcoming for filing joint IPR application, the University at its discretion may file the application with absolute ownership and University will meet the entire cost of filing and protection of IPR. The employee of the University who is on deputation to another organization or permitted by the University to carryout collaborative work in another organization, or a student who is permitted by the University to be an intern in another organization while being registered as a student in the University, and who is engaged in research in the organization with the permission of the University, shall be required to inform the University and get necessary permission and approval from the University to sign any non-disclosure agreement(s) (NDA) with that organization. The ownership of any IP created in such circumstances will be decided by the specific provisions or agreements made in contracts governing the collaborative activity. In the absence of any such provisions or agreements, the IP shall be jointly owned by the University and the organization and the Institution will share the cost of IP registration equitably with the organization. Where the organization is not forth coming for filing joint IPR application, the University at its discretion may file the application with absolute ownership and University will meet the entire cost of filing and protection of IPR.

## **9. COPYRIGHT**

- (a) Ownership of copyright of all copyrightable work including books and publications shall rest with the creator of the original work with the following exceptions. If the work is produced during the course of the sponsored and/or collaborative activity, specific provisions related to IPR made in contracts governing such activity shall determine the ownership of the copyright.
- (b) University shall be the owner of the copyright of all teaching material developed as part of any of the academic/ distance learning programs of the University. However, the creators shall have the right to use the material in his or her professional capacity.
- (c) University shall be the owner of the copyright of all work done, such as software developed, theses of undergraduate, postgraduate and research etc., as part of the academic program leading to the award of degree. However, if the work carried out by the student is a joint activity between University and an organization or the work is carried out exclusively at the organization, specific provisions related to IPR made in contracts governing such activity shall determine the ownership of the copyright.

## **10. TRADE MARKS**

Ownership of trade mark(s) and logos created for University shall be with the University.

## **11. EXCEPTIONS**

**11(a)** An employee of the University who is on sabbatical or other forms of long leave, or a student who is on leave or is permitted by the University to be employed in an organization while being registered as a student, and who is engaged in research in an/the organization with the permission of the University, will be permitted to directly negotiate with the organization, the terms of IP sharing that is generated, during the duration of engagement in that organization.

**11(b)** In the case of invention(s) done by an employee or a student exclusively in his personal capacity without using any of the University resources whatsoever, the ownership of the IP shall rest with the inventor /creator. However, the creator(s) shall apply to the University for Permission to patent/license the invention by themselves, and the onus of proving the invention as not related to official duties and roles of the creator in the University, lies with the Creator.

**11(c)** Further, in certain cases of inventions by an employee/ student of the Institution, and after due deliberation, if the University decides that patenting/licensing of such inventions is not expedient, the inventor is free to file IP on his own and the IP of such inventions shall rest with the inventor.

## **12. REGISTRATION OF PATENTS/COPYRIGHTS**

### **A. FILING APPLICATIONS IN INDIA**

Inventors (Creators) of technological lead/designs/instruments/devices/algorithms and other such IP, who want to get patent/copyright, are required to avail the services by submitting application to IPR cell. After receipt of application, it will be submitted through one of the “Attorneys” empanelled and notified by the university. The inventor needs to send a formal letter indicating his desire to register the innovation to the University specified attorney, which is routed through the “SGBAU IPR Cell”.

If a student (s) created an IP and would like to file a patent application, the faculty member who

is guiding them or mentoring them would take a lead and act on behalf of his students/mentee. In case, a research leading to IP has been funded by external agency, it becomes the responsibility of inventor to keep them informed during IP registration. If an external University is involved in the research leading to IP, it becomes the responsibility of the inventor to procure relevant documents and approval from the parenting agency/ person (s) to enable the IP registration through the "Attorney" specified by SGBAU. Some details such as title, name of inventors, area of research, etc. need to be provided to the university IP cell for documentation.

Inventors are encouraged to file a "provisional patent" as soon as possible through the "Attorney" specified by SGBAU, in order to protect their rights to the IP. As part of this process, a "prior art search report" shall be obtained from the attorney by the inventor. Based on the "prior-art search" if the proposal is patentable then university will take, a decision regarding filing the provisional application. In the provisional patent application, University would be the "applicant" and the creator/s would be the "inventors".

The inventor can pay for the cost of "prior-art search" and "provisional filing" from -

- a) Funds of the research projects resulting in IP,
- b) Personal financial resources of the creator(s).

No prior permission from University authorities would be necessary to pay for "prior-art search" and "provisional filing". The technical details of the invention need not be provided to the University authorities at this stage in the interest of confidentiality. The expenditure related to above said activity will be reimbursed by the University once the inventor seek reimbursement with a formal request letter to the director R& D, enclosed with the proof of provisional filing, all the relevant documents and proof of fees payment(s).

Based on the inputs by the "University empanelled attorney" and "prior art search report",

The University IPR cell shall take a decision to file "full patent application". However if it is required, the University may seek another "prior art search" and opinion from different patent attorney to arrive at the decision of filing full patent application. If the University decides not to file the "full patent", the same shall be intimated through a formal letter to the inventor and the University can assign him all the rights. Now the inventor has the freedom to pursue the patent application using his own resources.

If the University decides to continue with the "Full patent application", inventor shall provide all necessary details to the University IPR cell. Once the "patent application" has been filed, all the communications to the patent attorney by the creator shall be forwarded through the University IPR cell. All the fees pertaining to IP shall be paid by the University

## **B. FILING APPLICATIONS IN FOREIGN COUNTRIES**

The University shall consider requests for registration of patents in foreign countries, based the merit of the IP. Before taking the decision to file patent applications in foreign countries, inventor shall forward a request to the concerned "patent attorney" having foreign filing license refers (FFL) through "University IPR cell" to file "PCT application" and seek "International search report".

The authorized agents should see the possibility of filing any patent in foreign country as well as commercialization aspect to generate revenue and then only the further procedure can be done. Such possibilities can be given by the agents in writing Once the international search report is available, the University IPR cell shall assess the commercial potential and merit of the IP if the patent is commercially viable, then the University will decide whether to allow for internationalization of the patent nor not. If required, the University will avail the services of "professionals/ agencies" to evaluate the commercial potential of the invention/copyright. Based on the assessment, University will avail the services of the authorized attorney to file the patent application in selected foreign countries. All the expenditure incurred shall be borne by the University.

## **C. COMMERCIALIZATION OF THE PRODUCT**

The University will evaluate the potentially innovative patent and MoU will be executed as per relevant legislation between the University and concerned party to whom the patent/ product is be sold.

## **13. IP MAINTENANCE**

Once SGBAU files the patent application generated solely by SGBAU personnel, IPR maintenance expenses including documentation, communication, maintenance fee, legal issues, etc. shall be covered by SGBAU. In the case of IPs filed jointly with third parties, the maintenance expenses shall be shared equally between SGBAU and concerned third party.



If the third parties are not forthcoming to share the maintain expenses, SGBAU on its discretion may maintain such IPs as SGBAU 's sole property and that SGBAU does not entertain any revenue sharing with the third party in such circumstances. Any litigation / disagreement / issue / difference of opinion / problem concerning authorship, revenue sharing, infringements, royalty, etc arising related to IPR should be promptly reported to the University IPR cell, in the form of a clearly written and signed complaint/ grievance by the inventor.

The University IPR cell, after considering the conflict of interest, on its discretion, shall appoint a competent authority or an IP grievance committee comprising competent authorities from within SGBAU to review the grievance of concerned inventor/s or associated organizations. The decision of the **grievance** committee/authority on approval of the **Vice-Chancellor** of SGBAU is final at the University level.

#### **14. REVENUE SHARING**

The revenue generated by IP National / International in the form of commercialization/ IP transfer/ licensing/royalty shall be shared in the ratio of consultancy services adapted by SGBAU as per Notification No. 02/2019 dated 8/1/2019. The University share 50%, share of concerned teacher 30%, share of Laboratory staff (includes research scholar and co investigators)10%, share of office staff 5% and share of Head of Department 5%

The revenue shall be disbursed to the inventors as and when generated irrespective of whether or not the inventors remain employed in/ associated with SGBAU. In case there is a third party (i.e. funding agency), the respective shares of the University and creators will be calculated on the net receipts after deducting the third party's share. The creator may opt for personal share to be retained by the University e.g. to support the research, in which case the facilities so generated will be treated as under the exception to clause 11(c).

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

As a matter of policy, the University shall, in any contract between the licensee and the University, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation. The University shall also ensure that the University personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees. The University shall retain the right to engage or not in any litigation concerning patents and license infringements.

#### **16. APPLICATION OF POLICY**

This policy shall be deemed part of the conditions of employment for every employee of the University and a part of the conditions of enrolment and attendance of students at the University, students on enrolment, and to all existing staff and students. Further, the University reserves the right to amend the IPR Policy as and when such need arises/ deemed fit. All potential creators who participate in a sponsored research project and/or make use of University-sponsored resources shall abide by this policy and shall accept the principles of ownership of intellectual property as stated in this policy unless an exception is approved in writing by the University. All creators of intellectual property shall execute appropriate documents required to set forth effectively the ownership and rights as specified in this policy.

#### **17. CONFLICT OF INTEREST**

The Creator(s) of any University Owned IP and its associated transactions shall be declared to the University for any Potential conflict of interest. For example, if the Creator(s), their immediate family members are associated in any form with the persons/institutions/ organizations/agencies or have any stake in parties or potential parties with whom the University may be transacting its IB, the Creators of that IP would be required to disclose the details to the University.

#### **18. DISPUTE RESOLUTIONS**

In case of any disputes between the Creators and SGBAU with regards to issues related to the IP policy and its compliance, the aggrieved party may appeal to the Vice-Chancellor of SGBAU. The Vice-Chancellor shall arrange to address the concerns and if necessary, appoint a committee to look into the matter and make recommendations to the Vice-Chancellor. In all such cases the decision of the Vice-Chancellor shall be final and binding on both the concerned parties.

#### **19. APPOINTMENT OF ATTORNEY**

IPR cell will prepare a panel of "patent attorney". Brief advertisement in local newspaper will

be published calling applications for empanelment and detailed advertisement be released on the University website along with all terms & conditions. Application of empanelment's be called within a period of 30 days from date of publication of the advertisement.

- a) Application fee of Rs. 1000/- be deposited with the University.
- b) IPR cell will constitute the panel of attorneys empanelling. Attorney who fulfills the eligibility criteria. Final decision will be taken by the Hon'ble Vice Chancellor.

**Eligibility criteria for empanelment of patent attorney .....**

- 1) Must have registration with government agencies for National/International Patents.
- 2) Must have minimum 5 years experience of patent filing.

## MEMORANDUM OF UNDERSATANDING

This Agreement is executed at Amravati on

### BETWEEN

#### Party number 1

(Herein after called and referred to as party number 1 for the sake of brevity and convenience, which expression unless context to contrary which shall mean and includes their representatives, administrators, agents and assignees.)

### AND

#### Party number 2

Sant Gadge baba Amravati university, Tapovan campus Amravati- 444602. Hereinafter referred to as university (which expression shall deem to include the said institution, its successor's, administrators and assignees) (herein after called and referred to as party number 2 for the sake of brevity and convenience)

(Herein after referred to singularly as the "Party" and jointly as the "Parties".)

Whereas party number 1 is an intellectual property firm providing consultancy to various organizations and individuals relating to protection of their intellectual property rights and Party number 2 is engaged in teaching/ research/ development and extensions related works

### AND

Whereas party number 1 desires to provide consultancy to party number 2 in relation to protection of various research works carried out by its students and faculties by the way of patenting.

Now therefore in consideration of promises and mutual covenants hereinafter content, the parties here to agree as follows

#### 1. Process of patenting inventions of party number 2:

For the purpose of filing of patent application standard procedure which will be followed by party number 1 is as under:

##### 1.1 Prior art search:

Before starting the process of drafting of patent application we have to conduct prior art search of the invention for assessment patentability of the invention which takes 10 working days. In this search party number 1 will use free to use search engines and if any similar art is observed it will be forwarded to party number 2 and inventor has to assess whether he wishes to proceed for drafting of patent application.

##### 1.2 Patent application Drafting:

After completion of search, party number 1 will start the process of drafting of patent application. For this purpose, party number 1 needs information in a standard format which will be provided to inventors. In this part party number 1 will draft the patent application according to the standard legal format and forward it to party number 2 for approval. This process takes 10 working days. Once invention is approved by party number 2 or after making relevant modifications suggested, party number 1 will file of patent application in the name of party number 2 at Indian patent office. This ordinarily takes 3 working days in case of online filing of patent application.

##### 1.3 Publication of patent application:

After filing of patent application at Indian patent office it is published in patent journal after 18 months of filing. If party number 2 wish to publish application early party number 1 will be file request to early publication (Optional) after filing of which application gets published in patent journal ordinarily within 3 months of filing application.

##### 1.4 Examination of patent application:

After publication of patent application party number 1 have to file request to examination at patent office after which patent application is examined at patent office and party number 1 receive first examination report from patent office reply to which is to be filed within 1 year of receipt of the report.

##### 1.5 Grant of patent:

Once examiner is satisfied on our reply patent is granted.

##### 1.6 Patent application filing and Consultancy fee:

For the purpose of filing of patent application along with providing consultancy for patenting

party number 2 shall pay party number 1

Prior art search fee: 3,000/-INR

Government patent office fee: as per actual fee to be paid to government.

## **2. Protection of Confidential Information**

- 2.1 Each party shall keep Confidential Information disclosed to it by the other Party confidential and shall:
  - 2.1.1 Not copy or cause copies to be made of such information other than in connection with the purpose;
  - 2.1.2 Not disclose such information to any of its personnel except for the Officer/s duly authorized to receive such information for the purpose;
  - 2.1.3 Ensure that any of its personnel to whom such information is disclosed are aware of the provisions of this Agreement;
  - 2.1.4 Not disclosed such information to any person who is not a party to this Agreement (a "Third Party");
  - 2.1.5 Not use or allow the use of such information other than in connection with the purpose;
  - 2.1.6 Comply with any reasonable request of the disclosing Party to return or dispose of such information and any copies thereof in its possession, custody or control within a reasonable time of such request.
  - 2.1.7 Not use, provide furnish or disclose the information or any part of the information in any suit, legal or quasi legal proceeding between the parties.
- 2.2 If either Party becomes aware of any breach of this Agreement it shall immediately inform the other Party of such breach and the Parties shall in the first instance, jointly seek to remedy such breach. However, in absence of the parties failing to remedy such breach within a period of 90 days from becoming aware of the breach of this Agreement, this Agreement shall stand automatically terminated upon expiry of such period of 90 days and appropriate legal course of action shall be initiated against the party committing such breach.
- 2.3 Either party may disclose Confidential Information when and to the extent:
  - 2.3.1 the receiving Party already has unrestricted possession of such information (and can provide written proof of such prior unrestricted possession upon request of the disclosing Party);
  - 2.3.2 the disclosing Party gives prior written consent to its disclosure; or
  - 2.3.3 required to do so by law or any regulatory or government body; provided always that the disclosing Party shall use reasonable endeavors to minimize any disclosure and shall not make any disclosure of Confidential Information pursuant to Clauses 3.3.2 and 3.3.4 without prior notification to and consultation with the disclosing party.

## **3. Liability**

Not with standing any other provision of this Agreement, in case of a default or a breach, the defaulting Party shall be liable, whether in contract, tort (including but not limited to negligence), breach of statutory duty or otherwise, for any consequential, indirect or exemplary damages.

## **4. Commitments**

Nothing in this Agreement shall be construed as constituting a teaming agreement, partnership, joint venture, or agency agreement. Further, nothing in this Agreement shall give either Party the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party.

## **5. Amendment**

No amendment or addition to this Agreement shall be effective unless it is made in writing and signed by the duly authorized representatives of both Parties and the same shall be in form of a Supplemental Agreement.

## **6. Dispute Resolution**

Any dispute or difference as to the construction of this Agreement or under, pursuant to or arising out of this Agreement or the performance hereof shall be referred to and finally determined by arbitration in Amravati India, in accordance with the laws prevailing in India.

## **7. Applicable Law**

This Agreement shall be governed by and construed in accordance with Indian Law.

IN WITNESS WHEREOF the Parties have executed this Agreement the day and year first before written.

For and on behalf :	For and on behalf of Sant Gadge baba Amravati University
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

**8. Termination of Agreement clause**

Witness no. 1:

Witness no. 2:

**Sant Gadge Baba Amravati University**  
**Draft Proforma for filing of patents**

**Part – A**

1. Title of Invention: .....
2. Name of the Inventor (s): .....
3. Address: .....  
Telephone: .....Fax: .....E-mail: .....
4. Name of the applicant Institution (s)/ University: .....  
Address: ..... Telephone No: .....
5. Whether the invention is made out of funded project for which NOC is essential from funding agency (Yes/No)  
If Yes
  - a) Funding Body
  - b) Title of the project
  - c) Sanction letter No. ...., Dated .....
  - d) Subject area: .....If No,
  - a) When and Where the invention was developed  
.....
  - b) Sponsoring organization/ agency.....
6. Description of the invention (indicating prior art and the highlights of the invention).
7. Present stage of development (including scale of operation/ production, validation, quality etc.).
8. Utility of your invention.
9. Present national and international knowledge on the utility of this invention.
10. Present status of patenting on this invention (patent and literature search).
11. Novelty, non-obviousness, inventive step and utility of this invention, with brief justification.
12. Country of filing patent and detail justification for the same focusing on target industrial sector, market etc.
13. Commercial potential of invention:
14. Have you approached any other institution for patenting this invention? (If yes, provide details and outcome).

\*All patent application filed by Sant Gadge Baba Amravati University will be in the name of Sant Gadge Baba Amravati University and all commercial interest of patent will lie with the Sant Gadge Baba Amravati University and inventor as per the rules of host institution.

**Part-B**

1. Objectives of your invention.
2. Detailed description of the invention.  
(Should be accompanied with drawings/ diagrams, if any, duly labelled and correlated with the description).
3. Existing state of art and limitations, if any.

**Part-C**

**Declaration**

I/ We certify and declare that all the information provided in parts A& B is true and correct to the best of my/ our knowledge and belief. The undersigned will be responsible for clarification/answering of all the queries raised by attorney/patent office in connection with patent application for\*\*\*\*\*years from the date of filing or\*\*\*\*\*year after date of grant of patent or commercialization, whichever is earlier. After that period the institution/inventor (s) has to take care of patent application/patent. In case of any lapse/ omission/ non-compliance by the undersigned, in fulfilment of patent filing & prosecution process the extent of expense met by the Sant Gadge Baba Amravati University would be reimbursed in full and final settlement of accounts by the inventor/s. I/We certify that the product/formula to be patented is not against the National / International interest. All commercial interest of patent will lie the inventor but affiliation of the University is necessary.

Name of the Inventor(s)

Signature (s)

Date:

Place:

**Part-D**

It is certified that the proposal is in order and is recommended for filing the patent application with applicant(s) as the inventor(s).

Director  
Innovation, Incubation & Linkages

\*All patent application filed by Sant Gadge Baba Amravati University will be in the name of Sant Gadge Baba Amravati University and all commercial interest of patent will lie with the Sant Gadge Baba Amravati University and inventor as per the rules of host institution.

**NOTICE**

Subject: **Empanelment of Patent Agents for Services at IPR Cell**

It is hereby notified that the following Patent Agents have been empanelled and notified by the University to provide patent-related services through the Intellectual Property Rights (IPR) Cell:

Applicants seeking assistance with patent applications are required to submit their applications to the IPR Cell. The applications will be evaluated by the University's Evaluation Committee, and upon approval, will be submitted to the Indian Patent Office through any of the empanelled Patent Agents listed above.

For further inquiries, please contact the IPR Cell at [Contact Information].

Issued by:

[Authorized Signatory]  
**Sant Gadge Baba Amravati University**  
Amravati, Maharashtra 444602

[Date]