

SAU **IPR** CELL

SAURASHTRA UNIVERSITY INTELLECTUAL PROPERTY POLICY DOCUMENT



SAURASHTRA UNIVERSITY, RAJKOT
INTELLECTUAL PROPERTY POLICY DOCUMENT

I. Purpose

The university is dedicated to instruction, research, and extending knowledge to the public (public service). It is the policy of the university to carry out its scholarly work in an open and free atmosphere and to publish results obtained there from freely. Research done primarily in anticipation of profit is incompatible with the aims of the university. The university recognizes, however, that patentable inventions sometimes arise in the course of research conducted by its employees and students using university facilities. The **Syndicate/ authority** of the university has determined that patenting and licensing of Inventions resulting from the work of university personnel, including students, is consistent with the purposes and mission of the university.

II. Objectives

The principal objectives of the Saurashtra University (SU) Patent and Copyright Policies set forth herein are:

- a. To provide appropriate incentive to creative intellectual effort by faculty, staff, students, and others associated with the university;
- b. To establish principles for determining the interests of the institution, inventors, and sponsors in regards to inventions and/or discoveries;
- c. To enable the institution to develop procedures by which the significance of inventions and/or discoveries may be determined and brought to the point of commercial utilization;
- d. To provide the means for placing in the public realm the results of research, while safeguarding the interests of the university, inventor, and sponsor; and
- e. To recognize the right of the inventor to financial benefits from the invention or discovery.

III. Coverage

The university Patent and Copyright Policies apply to all university employees, both full and part time, including faculty and students, other professionals exempted from the State Personnel Act, staff subject to the State Personnel Act. These policies, 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 enrollment and attendance by every student at the institution. Upon prior written agreement between persons and the university, these policies may be applied to persons not associated with the university 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 the institution.

IV. Patent Ownership

A. SU Ownership

1. Intellectual property of any kind created by faculty, students, staff, project staff, visitors and others, such as trainees from other institutes, participating in SU programs or using SU funds or facilities, are owned by SU when either of the following applies:

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

2. All copyrights, including copyrighted software will be owned by **SU** when it is created as a part of any of the academic programs of **SU** or created pursuant to a written agreement with **SU**, providing for transfer of copyright or ownership to **SU**. More specifically:

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

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

Ownership of Trade mark(s) / Service mark(s) created for SU will be with SU.

B. Inventor/Author Ownership

1. Inventors/Authors will own intellectual property when

- a. None of the situation defined above for **SU** -ownership of intellectual property applies.
- b. It is created outside their assigned/normal area of research/teaching, for example, popular novels, poems, musical compositions, or other works of artistic imagination, without the use of significant institute resources.

2. Students will own copyright on theses/dissertation created as a part of their academic programmes. However, the student must grant to **SU** royalty-free permission to reproduce and distribute copies for teaching and research as well as for dissemination for teaching and research to other academic institutions.

3. Ownership of software code, patentable subject matter and other intellectual property contained in the theses/reports are subject to conditions specified under **SU** -ownership and Inventor/Author ownership.

C. Third-Party Ownership

1. Ownership of intellectual property resulting from:

- a. Funds provided partially or fully by a third-party to **SU** will be governed by specific provisions in the contract between the third-party and **SU**.
- b. Exchange programs between **SU** and other institutions will be governed by specific provisions in the contract between the third-party and **SU**.
- c. In case no such specific contract exists, IPR will remain with **SU**.

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

3. In cases where an IP is created by **SU** personnel, fully or as a part of the team, during deputation, official leave, or sabbatical, the concerned **SU** personnel should officially communicate the IP to **SU**. If the IP involves ideas/software developed, fully or in part, using significant institute resources, then the IP will also be owned by **SU** fully or partially, as the case may be.

4. **Filings of IP Applications in foreign countries:** If inventor(s) wish application will be filed in foreign country parallel to its filing in India. If **SU** opts not to undertake such protection in any specific country requested by the inventor(s), **SU** will assign rights of the IP in that country to the inventor(s) for the purpose of such protection. **SU**, TIFAC, DST or Attorney can be approached for such protection.

5. **Renewal of IP rights:** A decision on the annual renewal of IP rights will be taken by a committee constituted by the Vice Chancellor & Chairman of IPR cell. If **SU** decides not to renew the IPR in any country, then it will assign the rights of the IP 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 IP rights in any specific country have been reassigned to the inventor(s), **SU** will not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by **SU**.

V. Disclosures, Confidentiality and Assignment of Rights

1. For sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of IP are applied.
2. For all other IP produced at **SU**, the inventors will be required to disclose their IP to the IPEC (Intellectual Property Evaluation Committee) at the earliest date using an IPDF (Intellectual Property Disclosure Form).

3. It will be mandatory for students to submit an IPDF, countersigned by their supervisor(s), at the time of filing their PhD theses or any other degree offered by University.
4. The inventor shall assign the rights of the disclosed IP to **SU** before leaving the institute and will agree to the terms and conditions for the sharing of any financial benefits received by the institute by commercialization of such IP.
5. Having made the disclosure, the inventors, both **SU** and non- **SU** personnel, shall maintain confidentiality of the IP during the period it is pending with **SU** for the assessment of the possibility of commercialization and protection of IP, unless authorized in writing by **SU**.

VI. Evaluation of Intellectual Property

1. Evaluation of Intellectual Property will be done by the IPEC (Intellectual Property Evaluation Committee nominated by the Vice-Chancellor.
2. Evaluation of IP means:
 - a) Assigning ownership of IP.
 - b) Determining whether an IP is innovative and fit for filing in India and foreign countries.
 - c) Determining whether the IP has a reasonable chance for commercialization.
3. After evaluation of IP, if **SU** decides not to take the responsibility for the protection of the IP, then it will assign all the rights of the IP to the inventors.
4. Even in such cases, as in (3), **SU** may take the responsibility of facilitating protection of the IP on case by case basis.
5. A decision on the annual renewal of IP rights will be taken by the IPEC. If **SU** decides not to renew the IP, fully or partially, then it will assign the rights of the IP, wherever relevant, to the “inventors.”

VII. Contracts and Agreements

All agreements related to IP, including, but not limited to the following categories, undertaken by any **SU** personnel and students need to be approved by the institute:

1. Allegiance, Affirmation and Confidentiality Agreement
2. Evaluation Agreement
3. License Agreement
4. Technology Transfer (Commercialization) Agreement
5. Alternative Dispute Resolution Agreement
6. Classified Information Non-Disclosure (specific) Agreement

VIII. Commercialization

1. **SU** shall market the IP and identify potential licensee(s) for the IP to which it (i) has ownership and (ii) for which rights have been assigned to it.

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

3. If **SU** is not able to commercialize the IP in a reasonable time then the inventor(s) may approach **SU** for assignment of rights of the invention(s) to them.

IX. Infringements, Damages, Liability and Indemnity/Insurance

1. As a matter of policy, **SU** shall, in any contract between the licensee and **SU**, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, up gradation and debugging obligation.

2. **SU** shall also ensure that **SU** personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.

X. Revenue Sharing

1. The net earnings from the commercialization of IP owned by **SU** would be shared as follows:

Case	Net earnings	Inventor(s)	SU 's Share	Service Account*
1	For the first amount Q	65%	25%	10%
2	For the next amount Q or more than 2Q	45%	45%	10%

* Money may be used for the promotion and up gradation of the invention. Unused funds from the service account will be used for promotion of commercialization, IP protection and any other related activities.

2. It is suggested that amount Q be initially fixed at Rs. 25 lakhs. The inventor(s) share would be declared annually and disbursement will be made to the inventor(s), their legal heir, whether or not the inventor(s) are associated with **SU** at the time of disbursement.

3. Co- inventors of IP shall sign at the time of disclosure, a distribution of IP Earnings' Agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The inventors may at any time by mutual consent revise the Distribution of IP Earnings Agreement.

XI. 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 company then they are required to disclose the stake they and/or their immediate family have in the company. 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.

XII. Dispute Resolution

In case of any disputes between **SU** and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Vice-Chancellor of **SU**. Efforts shall be made to address the concerns of the aggrieved party. The Vice-Chancellor's decision in this regard would be final and binding.

XIII. Jurisdiction

As a policy, all agreements to be signed by **SU** will have the jurisdiction of the courts in **RAJKOT** and shall be governed by appropriate laws in India.

SU will retain the right to engage or not in any litigation concerning patents and license infringements.

- **Note:** Inventor should keep a laboratory notebook in which they keep records of their work. Descriptions of discoveries should be signed, dated, and if possible witnessed.

Project Consultation Rules:

- Case A (I)** where the consultation is on basis of intellectual input by the faculty member/members alone & collectively without use of infrastructure (electricity, computer library etc.)
- Case B (II)** where consultation is on basis of intellectual input by the faculty & with use of infrastructure of University
- Case C (III)** where consultation is on basis of efforts put in by faculty / other supportive staff & with use of infrastructure & inputs of Universities (chemicals, glassware, instrumentation facilities)

Percentage sharing on 100% basis			
Stake holders	Case A	Case B	Case C
University	15	15	15
Department	25	35	45
Faculty/consultant	60	50	40

- (IV) 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
Saurashtra University, Rajkot

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:

Brief description of the invention:

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

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). 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 companies and specific individuals and their titles.

Development stage:

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 market)

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

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

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

Signature of Inventor with date

I, the undersigned, ----- hereby certify that -----
----- (the “Work”; attach additional sheet if necessary to accurately describe the work) was specially commissioned by and is to be considered a “work made for hire” by **SU, Rajkot**, herein after referred to as University with address at **SU, Rajkot -360005**, Gujarat, India, and that **SU, Rajkot** 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 hereby acknowledged and in accordance with the above entitlement of University to Intellectual Property generated by me, I hereby assign and/or transfer to University, 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 further agree that no copyright material assigned by me to the University under this agreement shall be reproduced by me beyond that which falls under fair use, and I 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 to any other party upon termination of this agreement. I understand that any prior disclosure by myself, directly or indirectly, either during the period of this work-for-hire agreement or after its termination, shall render me prosecutable as per laws that may be in force at the time.

Signed this _____ day of _____ (month), _____ (year)

Name:

Address: