



SANTOSH

Deemed to be University

(Established u/s 3 of the UGC Act, 1956)

F. No. SU/R/2023/3rd EC/3303

Dated: 18.12.2023

NOTIFICATION

SUBJECT: REVISION OF INTELLECTUAL PROPERTY RIGHT (IPR) POLICY OF SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, DELHI NCR

The Executive Council in its meeting held on 30.11.2023 considered the recommendations of Board of Studies (Medical) and Academic Council Meetings held on 21.11.2023 and 25.11.2023 respectively and **approved** the same for Revision of **Intellectual Property Right (IPR) Policy** of the Santosh Deemed to be University (**Copy enclosed**). The Revised **Intellectual Property Right (IPR) Policy** includes the **integrated Sections** as under:

New provisions	Description	Justification
GOVERNANCE AND OPERATION (Revised):	Though the exiting policy talks about governance it needed to be improved to rectify that the IP cell comprises of staff which is only responsible for day-to-day management and operations while its is the governing committee which take decision taking powers on the key matters involving IP ownership, protection and its commercialization. The basic constitution has been included. This is in line with general practices followed by academia	Governance and operation sections are vital for outlining the structure and responsibilities of committees or individuals responsible for managing intellectual property matters within the organization. This promotes transparency and efficient decision-making.
INTELLECTUAL PROPERTY OWNERSHIP & PROTECTION: (Revised):	It clarifies under what all circumstances (Sponsored, collaborations, Consultancy etc) IP can be generated and who all could be creators who owns what and how the organization will protect these assets. The aims is provide guidance as well as	This section defines ownership rights and protection mechanisms for intellectual property created within the organization.

	flexibility to negotiate IP in collaborations for a win-win and avoiding killing collaborations for not wanting to share IP ownership with Sponsors who are keen to co- own IP	
DETERMINING INVENTORSHIP	This section provides guidelines for making these determinations.	Inventorship determination is essential for allocating credit and ownership rights to those who contributed to the creation of intellectual property.
TECHNOLOGY TRANSFER AND LICENSING:	This section outlines the processes and strategies for transferring technology and licensing intellectual property.	It ensures that the organization can effectively leverage its IP assets for commercial purposes.
PUBLICATION, NON-DISCLOSURE AND TRADE SECRETS:	This section addresses how the organization handles publication, non-disclosure agreements, and trade secrets	. It helps protect sensitive information and guide researchers on what can and cannot be shared publicly.
EVALUATION AND MANAGEMENT OF IP:	This section provides guidelines for evaluating and managing intellectual property assets.	It helps the organization make informed decisions about whether to protect, commercialize, or abandon certain IP.
IP PORTFOLIO MAINTENANCE:	This section outlines procedures for maintaining and renewing IP.	IP portfolio maintenance is essential for ensuring that patents and other IP assets remain in force and continue to provide value.
ENCOURAGING ENTREPRENEURSHIP AND STARTUP CREATION:	This section promotes the use of intellectual property as a foundation for innovation-driven businesses.	Encouraging entrepreneurship and startup creation is a strategic goal in line with National startup initiatives
RESEARCH ETHICS AND INTEGRITY:	This section reinforces the importance of conducting research ethically	Research ethics and integrity are crucial to maintaining the organization's reputation and trustworthiness.
CONFIDENTIALITY, DATA PROTECTION, AND PRIVACY:	This section addresses the practices for protection of sensitive information , including personal data	. It ensures compliance with data protection regulations and safeguards the organization's reputation.

AGREEMENTS AND CONTRACTS:	This section provides guidance on the negotiation and execution of agreements and contracts related to IP,	Ensures that legal requirements are met and the organization's interests are protected by the stakeholder involved in agreements.
DEFINITIONS AND INTERPRETATION:	This section is crucial for clarity and understanding. It provides definitions of <u>key terms used throughout the policy.</u>	Ensures that all stakeholders have a common understanding of terminology, reducing ambiguity, and promoting consistent interpretation.
APPLICATION OF THE POLICY:	This section outlines how the policy applies within the organization. It sets the scope and boundaries of the policy	Ensures that everyone knows to whom and what the policy pertains.

The above is circulated to the Dean-SMC & H, Dean-SDC & H, Dean-Academics, all Head of the Departments of Santosh Medical/Dental Colleges & Hospitals for their information and necessary action.

(DR. NARESH SHARMA)
REGISTRAR



Distribution: As above

Copy to:

1. The Secretariat
2. The Chancellor
3. The Vice Chancellor
4. Director IQAC
5. Department of Finance
6. Guard File

Intellectual Property Policy

Updated 2023



Santosh Deemed University

Ghaziabad, Uttar Pradesh

India

Adopted and implemented in 2020

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1. INTRODUCTION

1.1. About Santosh Deemed to be University

Santosh Deemed to be University (hereinafter referred to as "the University") is dedicated to excellence through state-of-the-art facilities for education, research, training and patient care. With a vision to lead globally in medical, dental, and allied health science education, healthcare, and research, the University recognizes the significance of protecting the knowledge and intellectual assets generated within its premises while making it accessible to society for the greater interest of society at large.

The University Intellectual Property Policy (IP Policy) encompasses the fundamental principles, policies, and operational guidelines pertaining to all Intellectual Property (IP) matters related to the University. This Policy aligns these principles directly with the University's mission statements, which are as follows:

- To establish itself as a multidisciplinary higher education institute that provides holistic teaching and training, offers affordable high-quality integrated services, and fosters opportunities for translational and innovative research, aspiring to be an institute of eminence.
- To nurture compassionate and globally competent healthcare professionals, dedicated to pursuing excellence while upholding ethical and global values.
- To foster an inclusive environment that offers equal opportunities, regardless of gender, cultural, economic, and regional backgrounds.
- To promote the use of technology for enhancing skill sets, encouraging lifelong learning, self-employability, and entrepreneurship.

The University is committed to ensuring that the IP arising from its educational and research endeavours is utilized to further the objectives outlined in its Mission Statement. This includes adherence to the National IPR Policy of India and other legal obligations, all to the benefit of the University, the Creators, and, above all, mankind as a whole.

1.2. Need for IP Policy

Innovation constitutes the building bricks for the growth of every economy. The academic and research institutes are the cradle for nurturing innovative minds. In this ever-evolving knowledge economy, it is pertinent to protect the innovations generated in these institutions of repute. The Trade Related Aspect of Intellectual Property Rights (TRIPS) agreement in 1995 is one of the

most comprehensive multilateral agreements on IPR which laid the foundation for the protection of IP worldwide. According to the World Intellectual Property Organization (WIPO), an IP Policy provides structure, predictability, and a conducive environment in which universities and researchers can flourish, access and share knowledge, technology, and IP. All the prominent universities in the world manage and protect their IPs through efficient IP Policies. India presently ranks 40th in the Global Innovation Index 2023. The National IPR Policy was approved by the Government of India in 2016. One of the primary objectives of the Policy is to promote and develop IPR in academic and research institutes and universities for successful generation and commercialization of technologies/IP for the benefit of the general population. The University IP Policy strives to achieve the mission and vision of the University by aligning itself with the national policies and initiatives on science and technology.

1.3. Scope of IP Policy

This Intellectual Property Policy (hereinafter referred to as the "Policy") is designed to provide comprehensive guidance and clarity to all stakeholders within the University community. The Policy encompasses academic and non-academic staff/employees (both permanent and temporary), students/fellows (undergraduate, post-graduate, and research scholars), consultants, start-up/spin-off companies generating Intellectual Properties (IPs) at the University, and external sponsors.

The primary objective of this Policy is to establish a transparent and systematic framework for managing IP rights and related obligations. It covers various aspects of IP management, including the type/form of the IP, securing and maintaining IP, its ownership, exploitation, technology transfer, and confidentiality obligations. This Policy applies to all IPs generated through academic discourses, and research supported by internal or external funding.

By outlining the practices and rules governing IP rights, this Policy aims to safeguard academic freedom while ensuring that creators of IP receive a fair share of the benefits. It seeks to encourage and support researchers in conducting innovative research, fostering technology transfer, promoting entrepreneurship development, and maximizing the potential benefits arising from the creation of intellectual property.

The Policy seeks to inculcate a culture of innovation and creativity within the University, enabling stakeholders to effectively navigate the complexities of IP management. It further encourages collaboration between academia and industry, promoting the effective utilization of intellectual assets for the greater benefit of society.

Overall, this Policy serves as a roadmap for the responsible and ethical management of intellectual property at the University, fostering an environment of creativity, cutting-edge research, technological advancements, and knowledge dissemination.

1.4. Right to amend the IP Policy

The Intellectual Property Cell (referred to as the "IP Cell") of the University shall hold the responsibility of interpreting the Policy and providing recommendations for potential changes to the Board of Studies. As and when deemed necessary, the University may amend the Intellectual Property Rights (IPR) Policy based on the IP Cell's suggestions, and duly approved by the Board of Studies.

2. POLICY OBJECTIVES

2.1. Stimulation of Innovation and Creativity in the University

The primary aim is to urge and facilitate researchers and innovators in generating intellectual property (IP) to advance the University's mission of encouraging innovation in the field of medical sciences.

2.2. Promoting IP Utilization for benefit of Society and Mankind

The policy aims to encourage the utilization of the University intellectual property for the greater benefit of society, leading to effective realization of products, processes, services, and know-how generated at the University to serve needs of the society, while safeguarding the interests of the creators or licensees of such IP.

2.3. Creating provisions for Revenue Generation for the University and Creators

By fostering licensing and commercialization of IP, the policy seeks to provide a fair share of the revenue generated to the creators, thereby incentivizing innovation and creativity.

2.4. Constitution of an Intellectual Property Cell (IP Cell) for effective IP Management

For effective and seamless management of IP, the University will constitute and maintain a dedicated Intellectual Property Cell (IP Cell), which will provide support and services to staff and students/fellows for effective protection and commercial application of IP generated at the University. The IP Cell will ensure equitable distribution of revenues in accordance with this Policy and its future amendments.

2.5. Creation of Legal framework for Safeguarding Interests of the University and Creators

To safeguard the University's and creators' rights and interests in respect of innovations generated therein, appropriate framework for legal support will be established. This includes

constituting a panel of legal consultants, as per the approved rate list of the University and scope of work, to defend and protect IP against unlawful and unauthorized use.

2.6. Ensuring fair IP practices through Transparent Administrative Process

The policy aims to ensure implementation of a streamlined, transparent and efficient process of IP registration through the University-approved mechanism, as outlined in the Policy. Additionally, it will ensure accessibility and awareness about the Policy among researchers, students/fellows, staff members, and employees alike.

3. DEFINITIONS AND INTERPRETATION

3.1. Definitions of Key Terms

In this IP Policy, the following terms shall, unless inconsistent with the context in which they appear have the following meanings and expressions derived from those terms that shall bear corresponding meanings:

- a. **Applicable Law:** shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, listing agreements, notifications, guidelines or policies of any jurisdiction and judicial, quasi-judicial, and/or administrative decisions, interpretations, directions, directives, licenses, permits, judgements, writs, injunctions, arbitral awards, decree, orders, terms and conditions of governmental or regulatory approvals or agreements with any governmental or regulatory authority.
- b. **Supplementary Contracts:** shall mean a document created with mutual consent of involved parties outlining the rights, roles and responsibilities of each of the parties, for example, Memorandum of Understanding (MoU), Memorandum of Agreement (MoA), Research Agreement, Consultancy Agreement, Non-Disclosure Agreement (NDA), Deed of Assignment, Material Transfer Agreement (MTA), License Agreement, Service Agreements, Confidentiality agreements, Research Contract, Grant Award Letter, etc.
- c. **Collaborative Projects:** shall mean Projects that are completely or partially funded by the Collaborator and supplemented by provision of inputs from the University such as laboratory facilities, research material, human resource, etc. Collaborative Projects could be for upscaling/improving of laboratory level know-how, technology development or generation of IP, etc. The expected project output/results are well defined.
- d. **Collaborator:** shall mean any Government, quasi-government, public enterprise, non-government or private entities or individual(s) which are involved with the University and its employees in the conduct of the research or work involving creation of IP and includes Consultants. The Collaborator may be national or international.

- e. **Consultant:** shall mean any external professional who has an expertise that can be requested for a fee.
- f. **Licensing Rights Agreement:** shall mean an agreement between the University and the Creator(s) of an invention/technology, wherein it is agreed that the University owns the IP for the invention/technology, but the Creator(s) are vested with the right to pursue potential licensee for the commercialization of the IP. The revenue sharing under such arrangement shall be applicable as defined in the relevant Article of this Policy and all legal procedural formalities including drafting of agreements, negotiations etc. will be undertaken by the IP Cell.
- g. **Conflict of Interest:** shall mean any circumstance wherein genuine or anticipated interests of a Faculty Member, Research Scholar, Fellow or Student might oppose the interests of the University or contrarily influence their work or obligations.
- h. **Creator(s):** shall mean a person or a group of persons such as a Faculty Member, Fellow, Student, Research Scholar or any other person responsible for creating an Intellectual Property (IP) by utilizing the University Resources.
- i. **Faculty Members:** shall mean any person professionally qualified to carry out patient care, teaching, training, and/or research employed at the University either as a whole-time employee or as Emeritus or Visiting professor or in an Adhoc position.
- j. **Grant-in-Aid Projects:** shall mean Projects for supporting basic or exploratory research or for maintaining or creating testing and infrastructural facilities granted to faculty members/ students/ fellows/ creator(s) at the University. These projects shall involve grant by way of financial inputs, either in full or in part, assistance in kind, e.g., equipment, human resources, training to supplement the University's effort in ongoing or new research & development projects or for creating new capabilities/facilities.
- k. **Intellectual Property (IP):** shall mean any right to intangible property, including copyright and related rights, trade secret, knowhow, trade mark, patent, design, plant variety, geographical indication, layout designs of integrated circuits, as defined under the Copyright Act, 1957, Trade Marks Act, 1999, the Patents Act, 1970, the Designs Act, 2000, the Protection of Plant Varieties and Farmers' Rights Act, 2001 The Geographical Indications of Goods (Registration and Protection) Act, 1999, and the Semiconductor Integrated Circuits Layout-Design Act, 2000.
- l. **Inventor(s):** shall mean an individual who is credited with making a significant contribution to the conception or creation of a novel and non-obvious invention. They are the individuals who have made inventive and creative contributions that have led to the development of a new and useful process, product, composition, or technology. Inventors are responsible for devising and formulating the original idea or concept behind an invention, and their contributions may include the design, experimentation, research, or development work that led to the invention's creation.

- m. **IP Fund:** shall mean the fund generated out of revenue from licensing fee and royalties in accordance with [Article 9](#). The initial amount shall be generated through seed funding as decided by the University.
- n. **Fellow(s):** shall mean an Indian student enrolled in an Indian academic or research organization other than the University; or an international student who is not a citizen of India; registered with the University temporarily or visiting the University for the purpose of education under an exchange program.
- o. **Know-how:** shall mean any confidential, non-patented, and proprietary information, including but not limited to technical data, methodologies, trade secrets, formulae, processes, techniques, research findings, data analysis, algorithms, software code, and any other specialized knowledge, expertise, or information, whether documented or undocumented, that is not generally known or readily accessible to the public and is essential to the successful implementation and practical application of the technology. The term "Know-how" shall include all improvements, updates, and modifications made thereto during the course of the technology transfer process.
- p. **Research Contract or Work for Hire:** shall mean and comprises of all research and development activities undertaken through definite Supplementary Contracts in that regard and include but are not limited to Sponsored Projects, Collaborative Projects, Grant-in-aid Projects, Consultancy Projects, etc.
- q. **Research Project(s):** means any project that forms the basis of Research undertaken by the University and includes projects undertaken by a Fellow, Student or under the supervision of a Faculty Member or a Research Scholar, as part of a research degree program or research collaboration Programs.
- r. **Research Scholar(s):** shall mean any person who is neither a Faculty Member nor a Fellow/Student of the University who engages in work at the University, including adjunct and conjoint professors, teachers, researchers, scholars and volunteers; and who concludes an appointment agreement with the University.
- s. **Scholarly Work(s):** shall mean all copyright works which are the outputs of Faculty Members, Fellows, Students or Research Scholars, including research, creative and other outputs in area(s) of his expertise or professional acumen. It does not include Course Materials.
- t. **Sponsored Project(s):** shall mean the projects which are entirely funded by an external sponsor having specific research and development objectives, and having a specific expected outcome, generally resulting into the creation of Intellectual Property. Sponsored projects could be funded by multiple sponsors including individual, public/private entity, government organisation.

- u. **Student(s):** shall mean a person who has registered or enrolled as a full-time student, part-time student, casual student or exchange student from other universities/colleges within India for professional and research training.
- v. **Substantial Use:** shall mean extensive use of the University Resources which include but are not limited to facilities, equipment, human resources or funds and Background IP that is not publicly available. Routine use of libraries and/or office space is not included.
- w. **University's Confidential Information:** shall mean all non-public material, research, business-related information, written or oral, whether or not it is marked as such, that is disclosed or made available to the receiving party, directly or indirectly, through any means of communication or observation and includes but is not limited to any document, lab notebooks, discovery, invention, improvement, patent specification, formulations, plans, ideas, books, accounts, data, reports, drafts of documents of all kinds, correspondence, client information, lists and files, decisions, information about employees, strategies, drawings, recommendations, designs, office precedents, policies and procedures, budget and financial information in any form, i.e. physical, electronic, or otherwise, trade secrets, technical know-how, confidential data and related information about IP owned by the University.
- x. **University Resource(s):** shall mean special facilities and equipment, specific funding, Intellectual Property already owned by the University, requisitioning the time and labour of Students and Faculty Members through University's administrative channels, or at the University's instance and expense, and remission by the University of any or all of the normal duties of Faculty Members or Students to provide time or resources for the purpose of generating IP.
- y. **Individual Scholarships, Fellowships and Grants:** No individual scholarship, fellowship or training grant tenable at the University will normally contain any provision giving the awarding agency any right to Intellectual Property created by the recipient. Intellectual property generated by recipients of such funding will be governed by the Supplementary Contract between the Sponsor of the project and the University.

3.2. Interpretation of the Policy

Unless the context otherwise requires, in this Policy:

- a. Words using the singular or the plural number also include the plural or singular number, respectively;
- b. The terms "hereof", "herein", "hereto" and similar words refer to this Policy and not any particular Section, or any other subdivision of this Policy;
- c. References to "Article" or any other document in this Policy shall be construed as references to the Articles of this Policy, or such other document, as may be amended or modified or supplemented from time to time, and shall include a

reference to any document which amends, modifies, or supplements it or is entered into, made or given pursuant to or in accordance with its terms.

- d. The headings in this Policy are inserted for convenience only and shall be ignored in construing this Policy.

4. APPLICATION OF THE POLICY

4.1. Intellectual Property (IP)

This Policy governs all Intellectual Property (IP) created within the University, with a particular focus on creations by Faculty Members, Fellows, Students, and Research Scholars.

4.2. Background IP

At the commencement of their employment, enrolment, or appointment, Faculty Members, Fellows, Students, and Research Scholars must disclose any existing IP that they wish to exclude from the application of this Policy, as it was created prior to their association with the University.

4.3. Ratification and implementation of the Revised Policy

This Policy represents a complete overhaul and update in response to the fast evolving scenario in innovation and startup culture. It is not merely a specific amendment but a comprehensive and full-fledged upgrade of the previous IP policy, aiming to align with the latest trends and requirements in the field of Intellectual Property; as well as in concordance with national policies pertaining to innovation, science and technology.

The revisions have been made with the purpose of fostering a more robust culture of innovation, empowering technology transfer, promoting entrepreneurship, and facilitating opportunities for equity participation. With a clear focus on embracing the changing landscape of intellectual property, this updated Policy aims to provide a dynamic framework that adapts to the emerging challenges and opportunities in the realm of innovation.

The rights and obligations under this Policy will persist even after the termination of employment, enrolment, or appointment, ensuring a continuous commitment to the principles of innovation and intellectual property management.

4.4. Binding Nature of the Policy

This Policy establishes a binding understanding among the University, Faculty Members, Fellows, Students, and Research Scholars, substantiated as follows:

- a. **Faculty Members:** The University shall ensure that the employment contract or any other agreement establishing any type of employment relationship between the

University and Faculty Members includes a provision subjecting Faculty Members to the scope of this Policy.

b. **Students/Fellows participating in a Research Project:** The University shall ensure that Students/Fellows participating in a Research Project sign an agreement¹ before the commencement of the Project, acknowledging their compliance with the provisions of this Policy.

c. **Research Scholars:** The University shall ensure that Research Scholars sign an appointment agreement before initiating any activity at the University. This agreement shall reference this Policy and place the Research Scholar under its scope, with a copy provided to the Research Scholar.

d. **Informed Consent:** This Policy will be published on the University's website, the faculty handbooks, and the student handbooks. Additionally, a reference to this Policy will be included in the terms and conditions of enrolment for Students/Fellows, the appointment agreement for Research Scholars, and the employment agreement for Faculty Members. The reference will contain sufficient detail to facilitate easy access to the full text of the Policy.

5. GOVERNANCE AND OPERATION

5.1. Intellectual Property Cell (IP Cell)

The IP Cell shall serve as the central administrative body with the primary responsibility of developing comprehensive procedures to ensure the effective implementation of the University's IP policy and overseeing all relevant activities. Chaired by the Vice Chancellor of the University or an authorized nominee, the IP Cell will function as the key facilitator in matters concerning intellectual property.

5.2. Roles and Responsibilities of IP Cell:

IP Cell would dispense the following roles and responsibilities as per recommendations and approval of the Intellectual Property & Technology Transfer Committee (IP&TTC, described in [Article 5.3](#)):

- a. To document the procedure and guidelines for implementation of the IP Policy at the University in the form of an implementation manual;
- b. To oversee and manage the University's Intellectual Property portfolio. This entails cataloguing and evaluating all the IPs generated within the University, including

¹ *The agreement shall be executed between the Project Investigator and the Student/Fellow.*

patents, copyrights, trademarks, designs, integrated circuit layouts and trade secrets. To assess the commercial potential and strategic value of each IP and devise appropriate protection and utilization strategies. Furthermore, to ensure that the IP portfolio is aligned with the University's goals and objectives, promotes innovation, and supports technology transfer and commercialization efforts. To regular monitor, update and maintain the IP portfolio to optimize its value and relevance in the dynamic field of intellectual property and innovation;

- c. To initiate and formalize draft agreements to enable IP Protection by the University;
- d. To produce and settle decision regarding framing the University IP strategies, IP portfolio maintenance, IP audit, IP litigations and end-to-end technology transfer activities with recommendations of the IP&TTC;
- e. To enable administrative filings of IP generated in the University by the University empanelled organisations (such as any law firm or IP firm) and formulate programs for educating Faculty, Fellows, Students, and Research Scholars about IPR and other associated issues;
- f. To efficiently and diligently manage as well as utilize the IP Fund including investment thereof as per recommendations of IP&TTC;
- g. To propose funding of any IP application from Faculty Members, Fellows, Students, and Research Scholars at the University and sanction/permit the formation of any academic spin-off/ start-up by the Faculty Members, Fellows, Students, and Research Scholars to the IP&TTC;
- h. To facilitate through IP&TTC the redressal of any conflict, grievance, or complaint regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy².
- i. To examine the matter of violation/infringement of any IP rights related to the University and make recommendation to the Vice Chancellor for the efficient resolution of such violation/infringement;
- j. To deal with any other pertinent issues arising out of the promotion as well as implementation of this IPR Policy and any other task assigned to it by the Vice Chancellor of the University from time to time.

² The IP Cell, as the facilitating body, will diligently arrange meetings of the IP&TT Committee, preparing comprehensive agendas supported by detailed documents. These documents will include relevant background information, conflicts identified, the parties involved, and potential resolutions. During the Committee meeting, the matter will be thoroughly deliberated, fostering an environment conducive to open discussion and knowledge-sharing practices. Subsequently, the IP&TT Committee will reach a unanimous decision, ensuring fair consideration of all perspectives and making well-informed choices for effective IP management and technology transfer within the University.

- k. To review and suitably advise on the IP clauses in the Agreements of all Sponsored/Collaborative/Grant-in Aid research Projects undertaken by the University Faculty/Staff.

5.3. Intellectual Property Technology Transfer Committee (IP&TTC)

To provide valuable insights and diverse expertise, the IP Cell will be guided by an IP&TTC comprising 5-6 members, including the Chairperson of the IP Cell. Appointed by the Vice Chancellor, the committee members will possess backgrounds in Research, Technical, legal, Finance/accounting, and administrative domains, respectively. Furthermore, in line with the discretion of the Vice Chancellor, 1-2 external members will be invited to join the committee. These external members shall possess extensive knowledge and experience in managing Intellectual Property Rights (IPRs) and technology transfer. Their valuable input will contribute to effective decision-making and the seamless implementation of the IP policy across academia, research institutions, government agencies, industries, and start-ups. Two Technical experts with relevant technical domain shall be invited where decision in matter of patent applications or technology evaluation and licensing are to be undertaken on case-to-case basis.

The constitution of the IP and Technology Transfer Committee shall be as follows:

Chairperson:	Vice-Chancellor or his/her nominee (Dean Research)
Member:	Medical Superintendent or his/her nominee
Member:	Dean Dental or his/her nominee
Member:	Dean Medical or his/her nominee
Member:	Head of Accounts or his/her nominee
Member	Head of Incubation or his/her nominee
Member:	Registrar or his/her nominee
External Member:	IP and Tech Transfer Expert
External members:	Subject matter experts
Member Secretary:	Head of IP Cell or his/her nominee

The Committee shall convene regularly on a quarterly basis and as needed. A minimum quorum of 5 members shall be required for conducting meetings.

5.4. Responsibilities of IP&TTC

The IP&TTC shall oversee, monitor and guide the effective management of the IP and technology-transfer- related aspects and activities at the University. The committee shall have the following responsibilities and powers: -

- a. To give directions to IP Cell for effective management of IP and technology transfer matters;
- b. To approve the IP protection strategy for each technology with commercial potential. This includes decisions on patenting, licensing, or other forms of IP protection.;
- c. To approve the terms and conditions of contracts related to the commercialization of IP, including licensing agreements, technology transfers, and revenue-sharing arrangements;
- d. To act as a forum for settlement of disputes arising among inventors on the terms of revenue sharing or IP ownership or any other issue pertaining to the invention concerned, whose decisions on such matters is final;
- e. Provide interpretations of this Policy;
- f. Review and recommend the allocation of funds from the IP Fund for various IP-related activities, research projects, and startup initiatives.
- g. Ensure that all IP and technology transfer activities are in compliance with relevant laws, regulations, and government policies;
- h. Propose amendments to the policy and its Implementation Manual:
- i. The committee may seek input from external experts in specific domains to assist in decision-making and policy formulation;
- j. Continuously assess and improve the effectiveness of IP and technology transfer initiatives, adopting best practices and staying up-to-date with industry standards.
- k. Recommend/approve appointment/ re-appointment of members of IPM&TTC Committee.

6. INTELLECTUAL PROPERTY OWNERSHIP & PROTECTION

6.1. Generation of IP

There may be several ways and methods through which IP is generated at the University. This Policy will apply to them as follows:

- a. **Sponsored Projects:** The IP generated from Sponsored Projects shall be jointly owned by the University and the Sponsor(s) and the Sponsored Research Agreement shall contemplate a clause embodying this principle. The protection and maintenance of the IP generated through Sponsored Projects shall be the joint responsibility of the University and the Sponsor(s). The decision of protection of IP rights shall be mutually decided by the University and the Sponsor(s). In case a mutual decision is not arrived at, the Vice Chancellor of the University shall finally decide upon which shall be binding on the Creator(s) and Sponsor(s).
- b. **Collaborative Projects:** The IP generated from Collaborative Projects shall be jointly owned by the University and the Collaborator(s) and the Collaborative Research Agreement shall contemplate a clause embodying this principle. The protection and maintenance of the IP generated through Collaborative Projects shall be the joint responsibility of the University and the Collaborator(s). The decision of protection of IP rights shall be mutually decided by the University and the Collaborator(s). In case a mutual decision is not arrived at, Vice Chancellor of the University shall finally decide upon which shall be binding on the Creator(s) and Collaborator(s).
- c. **Grant-in-aid Projects:** Prior to undertaking any assignments from any national or international agency including government organizations, the ownership rights of any potential IP shall be mutually decided or as governed by the grant agreement. However, in case of non-government agencies or in the absence of any specific conditions of the Grantor in that regard, the University shall own the IP generated from Grant-in-aid Projects.

6.2. Ownership in Intellectual Property

As a general rule, the University shall own the IP which have been created using the University Resources and which, in the opinion of the University, are commercially viable. The Creator(s) shall enter into a Licensing Rights Agreement with the University, wherein it shall be clearly stated that the University owns the IP but the Creator(s) are vested with the right to pursue potential licensee for the commercialization of the IP. No separate permission shall be required to be taken from the Vice Chancellor of the University in that regard post the execution of the Licensing Rights Agreements. The Licensing Rights Agreement shall also incorporate the revenue sharing model as contemplated in [Article 9](#) herein. The Registrar of the University shall execute all the License Agreements, whether exclusive or non-exclusive on behalf of the University, notwithstanding the existence of a Licensing Rights Agreement. The Licensing Rights Agreement does not vest the Creator(s) with a right to license the IP in their own name. The University shall also own all the IP created through Sponsored/ Collaborative Projects wherein the Sponsor(s)/Collaborator(s) do not claim ownership to the IP rights.

6.3. Ownership in Copyrights

The author of a literary work shall own any and all copyrights in theses, dissertations, laboratory records, books, articles, including online works such as blogs, vlogs and other copyrightable works made or maintained by the Fellows, Students, Faculty Members, or Research Scholars in the course of their studies, employment or appointment at the University, as the case may be. Copyright on peer-reviewed research papers published in journals online and in print are owned by publication houses worldwide; and will be applicable to the research papers published from the University. However, any copyrightable work produced as a work for hire will belong to the University. It will specify whether the University or the Sponsor holds the rights to the copyright for that particular work.) In the context of the policy, when a work is considered a "work for hire," it means that the work is created by an individual in the course of their employment or as part of a contractual arrangement. In such cases, the ownership of the copyright for that work is typically assigned to the employer (University) or the entity that has commissioned the work (Sponsor), as defined in the Supplementary Contract.

So, if any copyrightable work is produced by an individual as part of their duties or responsibilities at the University or under a contractual agreement with a Sponsor, the ownership of the copyright will be determined by the terms and conditions specified in the Supplementary Contract. It will specify whether the University or the Sponsor holds the rights to the copyright for that particular work. The University shall also be entitled to a share of 10% in the revenue obtained in the form of licensing fee/ royalty of such Copyright.

6.4. Commercialization of Intellectual Property

Wherever, the ownership of an IP lies with the University, the rights to license the IP, either on an exclusive or a non-exclusive basis, shall also lie with the University in consultation with the IP Cell. As a general rule, the IP owned by the University shall be first offered to be licensed to the respective Creator(s). The expenses related to maintenance and the protection of IP shall be borne by the Creator(s) if the IP is owned by the Creator(s) in accordance with Article 6.5(b) or once the IP has been licensed to them. In case of joint ownership of the IP between the University and a Sponsor, Collaborator or any other agency, the first right to commercial exploitation through licensing may be given to the Sponsor, Collaborator, or other agency, as the case may be, after prior written communication has been sent to the University by the concerned interested party in that regard.

6.5. IP created by Faculty Members

- a. **University's Ownership:** The University owns all IP created by a Faculty Member in the course and scope of his employment or making Substantial Use of the University Resources.
- b. **Faculty Member Ownership:** Faculty Members will own the IP they have created when such IP is outside the scope and course of their employment and without Substantial Use of the University Resources. In such a case, the Faculty Members shall obtain a No Objection Certificate from the IP Cell to seek ownership in IP.
- c. **IP generated from Research Contracts:** In the absence of provisions to the contrary in any national law or where there is no Substantial Use of the University Resources, the terms of the Research Contract will regulate ownership of IP created by Faculty Members in the course of a Research Project that forms part of a Research Contract. Such Research Contracts shall be drafted in consultation with IP Cell, to ensure that rights of the participating members and the University are protected in line with the applicable laws.
- d. **Appointment of Staff Members at another Institution:** It is the responsibility of each Faculty Member that holds an honorary or other academic or research appointment at another institution (External Institution) to bring to the attention of the External Institution, including its IP Cell, his/her obligations in terms of this Policy, prior to the tenure at the External Institution. To the extent that the External Institution's IP Policy makes a claim on IP created by the Faculty Member pursuant to such appointment, the Faculty Member shall ensure that the External Institution negotiates a suitable IP arrangement with the University.

6.6. IP created by Students/Fellows

- a. **University ownership:** IP created by a Student/Fellow/any other Creator in the course of study at the University (except any copyrightable work not produced as a work for hire) will be owned by the University. The University may elect to not own or manage an IP/technology if in its opinion the technology/IP is not commercially viable. In such case, the Student/Fellow may get the IP/technology protected in its own name after obtaining a No Objection Certificate from the IP Cell.
- b. **Theses or dissertations:** The Student must submit his/her final thesis or dissertation to the University repository.
- c. **IP emanating from Research Contracts:** The terms of the Research Contract shall regulate the ownership of IP created by a Student/Fellow in the course of such Research Contract.
- d. **Bursaries/scholarships:** An external party that grants a bursary or scholarship to a Student/Fellow may elect to own the IP created by that Student/Fellow in the course of his/her study at the University provided the Student/Fellow and the University

have consented to the assignment of IP ownership in writing and such consent is not contrary to any Applicable Law.

- e. **Student/Fellow Owned IP:** IP Cell may, upon agreement, provide Commercialization services to Students for their IP. In this event, Students/Fellow may be required to assign their IP to the University and will be afforded the same rights and obligations as Faculty Members under this Policy.

6.7. IP Created by Research Scholars

Unless otherwise agreed to in writing by the University and the Research Scholar's home institution prior to the tenure at the University, Research Scholars are required to assign to the University any IP created in the course and scope of their appointment at the University or created by making Substantial Use of the University Resources through a deed of assignment. On departure from the University, a Research Scholar must sign and submit to IP Cell an Invention Disclosure Form (IDF) disclosing any IP created, whilst at the University.

7. DETERMINING INVENTORSHIP

Inventorship is distinct from ownership of IP rights. While an inventor is credited for his/her contribution to the invention, ownership of the IP rights associated with the invention may be subject to various agreements, policies, or legal considerations.

Inventorship in Patent applications will be determined based on the intellectual contributions made by individuals that are not obvious to someone skilled in the relevant field. Inventorship will not be limited to a specific role within an organization, as inventors can be researchers, scientists, engineers, technicians, or even students who have made significant and inventive contributions to the invention's conception or reduction to practice.

8. TECHNOLOGY TRANSFER AND LICENSING

The process of technology transfer within the University will involve systematic and structured transfer of intellectual property, knowledge, and research outcomes from the university to external entities for commercialization and societal benefit. A general outline of the technology transfer process is as follows:

8.1. Market Assessment:

The IP Cell will conduct a comprehensive market assessment to evaluate the commercial potential of each invention/technology developed at the University. Market assessment will include market research, competitive analysis, and industry consultations to identify potential licensees, market demand, and commercialization strategies.

8.2. Commercialization Strategy:

Based on the market assessment, the IP Cell in collaboration with inventors and stakeholders will develop a commercialization strategy.

This strategy may involve licensing the technology to existing companies, creating spin-off companies, seeking partnerships or collaborations, or pursuing other avenues for commercialization.

8.3. Licensing or Startup Creation:

The IP Cell will negotiate licensing agreements with interested parties, granting them rights to utilize the intellectual property for specified purposes on case-to-case basis.

Alternatively, if an invention/technology has significant commercial potential for setting up a stand-alone enterprise, the IP Cell may support the creation of a spin-off company based on the technology, either independently or in partnership with external investors or entrepreneurs.

In addition to the options of royalties and upfront payments, the University reserves the right to consider equity in spinoffs or startups as an alternative mode of licensing on a case-by-case basis. This provision allows the University to explore and evaluate the potential benefits of equity-based arrangements, providing flexibility in licensing agreements to optimize mutual interests and foster sustainable innovation partnerships.

The range of royalties to be considered for licensing agreements under this Policy shall be within 5% to 12% of the net sales revenue derived from the licensed technology or intellectual property.

Regarding equity participation, the University may consider a range of 5% to 20% equity in spinoffs or startups resulting from the licensed technology or intellectual property. The specific percentage within this range will be determined based on the nature of the technology, the potential market value, and the strategic importance of the startup to the University's innovation objectives. The equity consideration will be assessed on a case-by-case basis and subject to negotiation between the University and the respective spinoff or startup.

8.4. Technology Transfer Agreement:

The IP Cell, in consultation with legal experts duly empanelled by the University, will draft technology transfer agreements, which outline the terms and conditions of the transfer. Such agreements will be finalized based on recommendations and approval by IP&TTC.

These agreements typically cover intellectual property rights, licensing fees and/or royalty arrangements, sublicensing rights, performance obligations, milestones, period of license, confidentiality, and other relevant provisions.

8.5. Support and Oversight:

The IP Cell will provide continuous support and oversight throughout the technology transfer process, including monitoring compliance with agreements, facilitating communication between parties, and addressing any issues or challenges that may arise. The IP Cell will also undertake periodic review and refinement of the technology transfer process, incorporating feedback, lessons learned, and best practices to continually improve efficiency and effectiveness.

8.6. Revenue Sharing and Reporting:

The IP Cell will ensure proper revenue sharing according to the agreed-upon terms and distribute income generated from licensing fees, royalties, or equity in spin-off companies, in accordance with [Article 9](#).

The IP Cell will maintain accurate records, prepare periodic reports, and ensure transparency regarding all technology transfer activities, outcomes, and financial impacts.

8.7. Collaboration and Networking:

The IP Cell will actively engage with external partners, industry stakeholders, investors, and relevant networks to foster collaborations, seek funding opportunities, and enhance technology transfer efforts in respect of inventions/technologies developed by the University.

8.8. Exclusive and Non-Exclusive licenses:

In cases of all IP generated at the University, the University shall retain a non-exclusive, free, irrevocable license to copy/use the IP for teaching and research activities.

In case of technology transfer to external parties, the University shall enter into a Non-Exclusive license agreement with the external party. Such an arrangement is aimed at enabling wider outreach of technology for commercialization through exercising non-exclusive licenses with more than one external agency at the same time.

However, the University may impart an Exclusive License for a technology to an external party based on a case-specific proposal for justification on the need for an exclusive license by the IP Cell, subject to approval of the IP&TTC.

9. REVENUE SHARING/ INCENTIVE FOR CREATORS

The income generated by licensing/assigning of Intellectual Property Rights (IPR) or on receipt of royalties associated with technology transfer/specific innovation programs, after deducting all expenses, shall be distributed as follows:

- a) 60% (sixty percent) of the revenue shall go to the Creator(s). The share of each inventor will be determined by the Lead Inventor, who will consider the contributions and involvement of each inventor in the creation of the intellectual property.
- b) 20% (twenty percent) of the revenue shall be allocated to the University as administration charges.
- c) 10% (ten percent) of the revenue shall be allocated to the Investor(s), if any, who have provided financial support or investment for the development and commercialization of the innovation. This allocation recognizes the valuable contributions made by investors in facilitating the advancement and marketability of the intellectual property.
- d) The remaining 10% (ten percent) of the revenue may be allocated to the IPR Cell of the University. In the event that there is no Investor, 20% (twenty percent) of the revenue may be allocated to the IPR Cell of University. This allocation is aimed at supporting and enhancing the activities of the IPR Cell, which plays a crucial role in promoting intellectual property rights, fostering innovation, and managing technology transfer processes within the University.

Overall, this revenue-sharing model aims to incentivize inventors, support the University's administrative efforts, acknowledge the contributions of investors, and strengthen the University's capacity to foster a robust intellectual property environment that benefits all stakeholders involved in the innovation process.

Gross Revenue		
<i>This refers to the total commercial benefits obtained from license fees or royalties.</i>		A
Service Tax		
<i>The amount of service tax paid or due on the gross revenue.</i>		B
Amount Retained by University	20% of A	C
<i>To enhance IP management activities, University shall retain 20% of the gross revenue.</i>		
Investors	10% of A	D
<i>Financial support or investment for the development and commercialization</i>		
<i>* In case no Investors are involved this will go to IP cell</i>		
IP cell	10% of A	E
Supporting IP Activities		
Net Revenue for Incentive to Inventors	=A-B-C-D-E	X
<i>The net revenue available for sharing as an incentive shall be calculated as the difference between gross revenue (A), service tax (B), and the amount retained by University (C).</i>		

The share of IP Cell will be received in the IP Fund and shall be used for maintaining the IP, Filing of New IPs, promotion, demonstration, further commercialization and upgradation of the invention. Any unspent amount from the IP fund at the end of a financial year will be used for Research Projects, IP/technology transfer and expenditure toward IP Cell's other innovation related activities at the discretion of Chairperson IP Cell. If the University owns the IP with another Sponsor or in case of Collaborative Projects, the revenue sharing shall be in accordance with the Supplementary Contracts. In case the University chooses not to own or manage the IP (including Copyrights not owned by the University) in accordance with Clause 6.5.b or [Article 11](#), the University shall still be entitled to 25% of the revenue earned out of licensing fee and the Creator(s) shall ensure that the Supplementary Contracts licensing such IP incorporates a provision for embodying this Article of revenue sharing. In such a case, the Creator(s) are entitled to deduct the expenses for registration and maintenance of the IP before distributing the revenue to the University.

10. PUBLICATION, NON-DISCLOSURE AND TRADE SECRETS

Right of Publication: The University encourages and supports the right of the Creator(s) to decide if and when to publish their Scholarly Works provided that, in case any IP is emanating or purports to emanate from such Scholarly Works, the Scholarly Works are first cleared by the IP Cell by giving a No Objection Certificate to the Creator(s) in writing after having an opportunity to first protect such IP. The IP Cell shall issue such No Objection Certificate in a reasonable timeframe to ensure the timelines of the publication are not compromised.

Non-disclosure for IP Protection: In conjunction with the right of publication, Creator(s) should be aware that premature public disclosure may result in loss of IP protection rights. Therefore, they are strongly advised to make all reasonable efforts to identify any protectable IP as early as possible and shall consult IP Cell before making any public disclosure of potential IP.

Trade Secret: The University may designate certain Confidential Information as a Trade Secret, owned by the University. In such event, all Creator(s) will be obligated to maintain secrecy of the Trade Secret and to follow the direction for management of the Trade Secret by IP Cell.

11. EVALUATION AND MANAGEMENT OF IP

The evaluation, protection, marketing, licensing, and management of the intellectual property (IP) generated at the University are entrusted to the IP Cell. To determine if the University wishes to own and manage the IP, the Creator(s) of the IP must furnish all relevant information to the IP Cell. Generally, an invention will only be patented by the University if it holds potential for commercial viability, even if the commercialization may not happen immediately.

If the University decides not to own and manage the IP, it may grant a No Objection Certificate to the Creator(s) to file patents and protect the IP independently. However, the University's share in revenue from licensing such IP by Faculty/Student/Fellow will be determined as described in [Article 8](#).

For patentable IP, it is crucial to protect it by filing the patent application before any public disclosure. The IP Cell will review the IP application and provide specific observations on its patentability or registration. If needed, the IP Cell may seek assistance from experts or outsource the task through proper service agreements, ensuring strict confidentiality of the IP.

In cases where a contract/agreement/MoU with a sponsor/collaborator specifies that they will manage the process of filing patents and bear the costs, the Creators will inform the IP Cell of each filing/application without disclosing sensitive invention details for confidentiality purposes.

The Creators will keep the IP Cell updated on the progress of the application through various stages, such as processing the IP/patent application in India, international filing through the Patent Cooperation Treaty (PCT), foreign national phase, etc., as soon as they become aware of such progress.

12. IP PORTFOLIO MAINTENANCE

12.1. Registration of IP

The Creator(s) of the IP shall disclose all the information to the IP Cell in the Invention Disclosure Form (IDF) in order to facilitate the IP Cell to ascertain whether or not the University wants to own the IP. As a general practice, an invention shall be patented by the University only if it is of the opinion that the invention has commercial potential and feasibility. If the University does not wish to own the IP, it shall permit the Creator(s) to file for their own IP and shall issue a No Objection Certificate in this regard. However, the revenue generated by such IPs shall be shared by the University as stated in [Article 9](#) of this Policy. It is imperative to file the patent application before academic publication or any kind of disclosure to the public in the case of patentable IP in order to protect the interest of the Creator(s) as well as the University. In the case of a Sponsored Project, if the Sponsor wishes to manage the filing of patents and bearing the cost, the Creator(s) shall inform IP Cell about the same and shall also provide a status update of such application to the IP Cell from time to time.

12.2. IP filing procedure at the University

- The Student/Research Scholar/Faculty Member/Fellow concerned shall have to submit the IDF about invention in the prescribed format to IP Cell. IDF is available with the IP policy posted on the University webpage. It can also be obtained from the IP Cell office. The IDF should clearly state which form of IP is proposed to be filed;

and may also include request for guidance from IP Cell on the applicable form of IP. The subsequent points explain the procedure for filing and management of patent applications.

- On the basis of the IDF received, the IP Cell and the patent agent/attorney in consultation with the Creator(s) shall carry out a prior art search and patentability assessment. The assessment shall be completed within a period of one-two weeks from the date of receiving the IDF.
- A provisional specification or complete specification of the patent application, based on the development stage of the invention, would be drafted by the patent agent/attorney duly empanelled by the University once the invention meets the patentability criteria and has market potential.
- The patent filing shall be done on behalf of the Creator(s) and the University by the patent agent/attorney.
- All the necessary application forms for filing the IPR will be signed by the Registrar of the University as the authorized signatory of the University.
- On the successful filing of the patent application, IP Cell shall inform the Creator(s) of the filing details and ensure that all the post-filing formalities are duly complied with in a time-bound manner.
- A similar process shall be followed for assessment and filing of all other forms of IPR as per their respective life-cycles in India and other jurisdictions. The detailed process for other forms of IPR is provided in the IP implementation manual which may be obtained from the IP Cell.
- The IP Cell is responsible for managing the entire IP lifecycle including prosecution, maintenance, and commercialization of the created IP and coordinating with the Creators/ University authorities/ Patent agents/ attorneys in this regard in a time-bound manner.
- The IP prosecution and commercialization is a time consuming and complicated process but brings prominence and glory to the University. The Students/ Research Scholars/ Faculty Members/Fellows are hereby informed that they shall be given the appropriate and requisite guidance from IP Cell in order to facilitate the protection of the IPs created by and in the University.

12.3. Renewal of Patents

Subject to Clause 6.4, the University shall be responsible for maintenance of a patent; and payment of all prosecution and annuity costs up to the 5th year from the first filing date of the

patent application. In case the patent is jointly owned by the University and other sponsor(s), the cost of patent filing, prosecution and maintenance shall be shared as per the terms of the Supplementary Contract. The University shall pay the renewal fees for the subsequent fifteen (15) years of the patent term from the revenue generated out of licensing and royalty in case the patent has been commercially exploited within the first five (5) years. If such a situation does not occur and the patent has not been commercialized within the first five (5) years, then the University, through the IP Cell and approval of the IP&TTC would discontinue maintenance of the patent and allow it to lapse on its own due to non-payment of requisite renewal fees.

12.4. Recording, Monitoring and Accounting

IP Cell, or any external entity designated by the IP Cell, shall maintain records of the University's IP in an appropriate form in digital mode and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance or annuity fees of protected IP, and shall, within a reasonable time, make payments or inform the person or department designated to make such payments. IP Cell shall also maintain income/expense accounting records on each IP so that revenue sharing allocations can be calculated.

13. ENCOURAGING ENTREPRENEURSHIP AND STARTUP CREATION

The University shall grant a license on the IP, on an exclusive/ non-exclusive basis, as the University may deem fit, to the Creator(s) of the IP, who opt to create an academic spin-off. The University shall promote and support the Faculty/Research Scholars/ Students/ Fellows who want to start any innovation-based venture. The start-up/ venture set up by Faculty/Research Scholars/ Students/ Fellows may be exempted from any upfront fee and/or royalty accrued to the academic institution for a certain period of time at the discretion of the University in order to encourage such venture/ start-up.

14. RESEARCH ETHICS AND INTEGRITY

The University shall properly monitor research ethics and integrity for all the Research Projects to check academic dereliction and elevate the quality of research. Each Student/ Research Scholar / Fellow shall be issued a laboratory notebook by the University which is a vital tool for research data management and can act as documentary evidence for proving inventorship/authorship in the court of law. Each Student/ Fellow/ Research Scholar is advised to properly and accurately record data collected during their research in order to reinforce the practice of responsible research along with the signature of two witnesses. The research guide is responsible for educating his team/scholars about the use of lab notebooks. Any and all individuals who have contributed as authors must be acknowledged with regard to any scientific publication. Plagiarism in journal articles, doctoral and master's theses, or any other scientific report is a

disciplinary violation that will entail disciplinary action. Any allegation of research misconduct should be addressed to the Vice Chancellor of the University. The lab notebook is the sole property of the University. At the time of submission of thesis, the Students/ Fellows/ Research Scholars are required to surrender their lab notebooks. The Students, Fellows, Faculty Members, and the Research Scholars shall abide by all the relevant Applicable Laws including, but not limited to, Drugs and Cosmetics Act, 1940, Indian Medical Council Act, 1970 and the rules made thereunder.

15. IP AWARENESS AND TRAINING

The members of the IP Cell are obligated to educate the students, fellows and staff alike regarding the IP laws. The University shall make it compulsory for all the Faculty Members to participate in the IP awareness and training programs conducted by the IP Cell. The Creator(s) shall seek the guidance of the IP Cell regarding potential patentability of the research before the same is sent for journal publications, abstracts for conferences, seminars and poster presentations.

16. CONFIDENTIALITY, DATA PROTECTION, AND PRIVACY

All users of information and documents (“**University’s Confidential Information**”) within the University are required to ensure that such information and documents are kept confidential. The University shall ensure the execution of proper non-disclosure agreements with the user(s) to protect the integrity and confidentiality pertaining to such information and documents. Notwithstanding anything contained hereinabove, the following information shall not be considered as confidential:

- a) Information already pre-existing in the public domain;
- b) Information required to be disclosed pursuant to Applicable Laws;
- c) Information independently developed by the Creator without the use of any University Resources; and
- d) Information received from a third party that is not bound by any covenants of non-disclosure.

17. INFRINGEMENT, DAMAGES, LIABILITY, AND INDEMNITY

Pursuant to any Supplementary Contract entered into by and between the University and any individual or body corporate, University shall obtain indemnity from legal proceedings against the University including its employees, without limitation, due to any reasons whatsoever.

As a general practice, the University shall obtain, through Supplementary Contracts, indemnification from the organisations to which the IP is being transferred, arising out of its commercial exploitation against any direct or indirect liability.

The University shall have the right to oppose, prosecute, engage in, desist from becoming a party in any litigation concerning IP and licensing infringements.

18. CONFLICT OF INTEREST

The Creator(s) are required to disclose any potential and existing Conflict of Interest. If the creator(s) and/or their blood relatives have a stake in a licensee-company, then they are required to disclose the stake they and /or their blood relatives have in the company, and license or an assignment of rights for a patent to the licensee/company in such circumstances, shall be subject to the approval of the IP Cell. Each individual should make his/her duties and responsibilities clear to those with whom any Supplementary Contracts may be made and should ensure that they are provided with a copy of this Policy. The decision on the existence of a Conflict of Interest shall be taken by the Vice Chancellor of the University in consultation with the IP Cell and such decision shall be final and binding.

19. AGREEMENTS AND CONTRACTS

All Supplementary Contracts and other agreements including but not limited to the following categories need to be approved by the University. The Registrar acts as a final signing authority in all categories of agreements including but not limited to i) Confidentiality agreement/ Nondisclosure agreement, ii) Collaborative research agreement, iii) Material transfer agreement (iv) License Agreement, (v) Option Agreement, (vi) Memorandum of Understanding (MoU), (vii) Memorandum of Agreement (MoA). In case a specific agreement is not available in the Annexure, the agreement shall be provided by the IP Cell, as needed.

20. DISPUTE RESOLUTION

In case of any disputes between the IP Cell and the Creator(s) of the University regarding the implementation of the IPR policy and IP Portfolio Maintenance which shall include the apportionment of the cost and the expenses payable by each of them, the Creator(s) may appeal to the Vice Chancellor of the University. The decision in this regard would be final and binding on both.

Disputes arising from Collaborative research or from externally sponsored research out of or in relation to the construction, meaning, scope, operation or effect of IP ownership and exploitation shall be governed by the Supplementary Contract. Provided, in the absence of any written

Supplementary Contract and if parties thereto agree, the Vice Chancellor of the University shall refer the dispute to an independent expert who shall conciliate and pass an award that shall be final and binding on all the relevant parties. The seat of conciliation shall be Ghaziabad and the proceedings shall be conducted in English Language. Please note that researchers entering into any such Supplementary Contracts should endeavor to integrate the above stated Dispute Resolution Mechanism, therein unless the sponsor is governed by any other prescribed mode of Alternative Dispute Resolution Mechanism.

21. JURISDICTION

As a policy, all the agreements to be signed by the University along with any and all issues arising in relation to or in connection with those agreements shall be exclusively subject to the jurisdiction of the competent courts situated at Ghaziabad and shall be governed by appropriate laws in India.

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Revision of IPR Policy of Santosh Deemed to be University

1 message

Santosh University Registrar <registrar@santosh.ac.in>

Mon, Dec 18, 2023 at 5:31 PM

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Dear Sirs & Madams,

Please find the enclosed with reference to the subject cited above.

Thank you

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