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# INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY



**Sanjay Ghodawat University**  
**Kolhapur**

Established under section 2 (f) of UGC Act 1956  
Sanjay Ghodawat University Act XL of 2017 of Govt. of Maharashtra  
Approved by PCI, COA & AICTE

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## **PREAMBLE**

Sanjay Ghodawat University (Formerly known as Sanjay Ghodawat Group of Institutions) is the only Private (Self-Financed) University in the South Western region belt of the Maharashtra State. Its uniqueness lies in the world class academic culture for innovative teaching-learning practices with an emphasis on research and innovation. The University has roped in the best of academic professionals and experts in the teaching field and provides a world class supportive infrastructure for the purpose. The University is having researchers, who are actively publishing their work in quality Journals. Many students & researchers are also engaged in developing quality projects. For safeguarding the Intellectual work, & providing financial assistance to students & faculty at the University, it has been decided to constitute "Intellectual Property Rights Cell". University authorities have asked the I.I.E.P cell coordinators to draft University "IPR Policy". The mandate was to define the role and responsibility of faculty members, staff, students and University in protecting, safeguarding and commercializing the intellectual property created by faculty members, staff and students of S.G.U and procedures in the creation of IPR.

## **1 PURPOSE**

University has formulated this Policy for the management of intellectual property right to:

1. provide a conducive environment leading to development of intellectual property;
2. facilitate, encourage, promote and safeguard scientific investigation and research;
3. make the creator of IPR aware of the applicable laws and rules for ensuring their compliance; and
4. enable the University to make beneficial use of such developed IP for the maximum possible benefit of the creators, the University, and the nation at large.
5. establish an IPR management policy and procedural guidelines for making available to the public- the inventions and discoveries made in the course of research carried out in the University;
6. frame standards for do's and don'ts for the University, creators of intellectual property and their sponsors relating to inventions, discoveries and original works originating from the University;
7. promote, facilitate and provide incentives to the members of the community of creators who take initiatives to transfer University intellectual property to the public under this Policy;

## **2 OBJECTIVES**

The objectives of the Policy are as follows, namely:

1. to promote academic freedom and safeguard creation of intellectual property at the University;
2. to provide a comprehensive single window reference system for all intellectual property rights issues relating to intellectual property generated at the University;





3. to safeguard the interest of creator of intellectual property and provide fair distribution of returns accruing from the commercialization of IPR;
4. to help in introducing prudent IP management practices within the University to promote an IPR culture;
5. to provide legal support, wherever necessary, to defend and protect the intellectual property rights obtained by the University against any infringement/unauthorized use;
6. to create an environment for acquiring new knowledge through innovation and research, compatible with the educational mission of the University;
7. to preserve the academic freedom to publish the research results and to make them aware that if they do decide on public release, the patent system cannot be brought into play thereafter;
8. to ensure that once they decide to explore the prospects of commercialization of IP, they must disclose it to the University, while continuing to keep the information confidential until patent applications are being processed; and
9. to ensure the release of University's rights relating to an IP, back to the researcher where University decides not to pursue the opportunity for commercialization.

### **3 RESPONSIBILITIES OF I.P.R CELL**

The IPR cell will disseminate following responsibilities:

1. Evaluation of the University creations and their proprietary protection.
2. Maintenance of University IP Portfolio.
3. Creation of linkages with knowledge transfer agencies for commercialization of University IP.
4. Initiation and participation in processes for the transfer of University's technologies and IP for commercialization facilitation of all IP transactions between S.G.U I.P.R Cell and external agencies
5. Issuance of drafts of all contracts Licensing, Assignments, Non-Disclosure Agreements, and Material Transfer Agreements etc.
6. Advice on clauses related to IP in all agreements, contracts, nondisclosure agreements, material transfer agreements and their like.
7. Execution of all functions to ensure implementation of the IP Policy.

### **4 THE UNIVERSITY INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY**

This IPR policy document will be binding on all matters related to I.P.R issues at S.G.U. This policy document is likely to be modified or amended as it deems fit, depending upon the changes made in IPR law.

The main thrust of the I.P.R policy of the University is

1. To facilitate protection of IPRs of faculty, staff, research scholars and students.
2. To administer the IPRs of faculty, staff and students.



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 in which academic, consultancy and research programmes are offered by S.G.U.
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 S.G.U.

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

All Creations that fall within the ambit of the definition given in Annexure -I.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-

- (i) shall be owned by the University or ownership by University will be waived off.
- (ii) can be publicly disclosed and if so its timing and the form of the public disclosure needs to be protected as University's IP
- (iii) When a creator wants to bring his/her technology under Intellectual Property Rights of SGU, no public disclosures (by way of presentations in conferences, seminars, publications, etc) shall be made of their creations.

#### 4.2 CONFIDENTIALITY

All University personnel and non-University personnel associated with any activity of the University shall treat all IP related information which has been disclosed to the IPR Cell and/or whose rights are assigned to the University, or whose rights rest with the University personnel, as confidential. 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 commercialisation 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 exceed or fall outside that which is set out in the Technology Profile Form for any particular intellectual property.
- (ii) When a third party is interested in commercialising 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 commercialise 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 format of the Bilateral Secrecy Agreement, should be followed.



- (iii) Third parties must obtain express authorization writing from the University to commercialise/exploit the intellectual property. Confidentiality agreements any stage 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 shall communicate to the creator within 90 days from the date of disclosure, its decision whether the

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

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

In this case, the University will take steps to commercialise 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 commercialise 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**

In all such cases the issue of ownership shall be referred by the University Intellectual Property Committee to an Arbitration Committee constituted by the Board of Governors of the University. 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) Commercialisation 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 commercialise 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 5.3 (a), the University files the patent, or proceeds directly for commercialisation 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 fail 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 commercialised; the subsequent cost of maintaining statutory protection will be met through receipts from the licensee. If the property has not been commercialised, all rights and responsibilities in it will revert to stand a good chance of being commercialised 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 commercialised, 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 commercialised subsequently, the creator may be required to pay a 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) Commercialisation through licensing of rights by third parties**

The University will license at its discretion the University-owned intellectual property for commercialisation 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 commercialise 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 may be 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. If an IP is created as a result of sponsored research project or consultancy assignment/ project where the contract/MOU /agreement does not specify the ownership and / or licensing of such IP, the University shall own the IP. 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 Intellectual Property Rights (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 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. An 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 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

## **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**

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. 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. 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 APPLICATION IN INDIA

Inventors (Creators) of the 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 evaluation by the Evaluation committee, the application will be submitted through any one of the "Attorneys" empanelled and notified by the University. The inventor need to send a formal letter indicating his desire to register his innovation to the University specified attorney, which is routed through the "University IPR cell".

If a student (s) created an IP and would like to file patent application, the faculty member who is guiding them or mentoring them would take the 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 partnering agency/person(s), to enable IP registration through the "Attorney" specified by S.G.U. Some rudimentary details such as title, name of inventors and area of research etc. need to be provided to the University IP cell for documentation. However invention details, copy of the "Invention disclosure form" need not to be provided to anybody as long as the details have not come to the public domain due to patenting process.

Inventors are encouraged to file a "provisional patent" as soon as possible through University specified Patent attorney, in order to protect their rights to the IP. As part of this process, a "priorart search report" shall be obtained from the attorney by the inventor. Based on the "prior-art search" and the advice of the attorney, inventor would 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 his/her a) funds of the research project 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", University IPR cell shall take a decision to file "full patent application". However if it is required, 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 will 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 OF APPLICATIONS IN FOREIGN COUNTRIES**

The University shall consider requests for registration of patents in foreign countries, based on 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" through "University IPR cell" to file "PCT application" and seek "International search report". Once the international search report is available, University IPR cell shall assess the commercial potential and merit of the IP. If required, 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 same attorney or different attorney to file the patent application in selected foreign countries. All the expenditure incurred shall be borne by the University.

### **13 REVENUE SHARING**

The revenue generated by IP in the form of commercialization/ IP transfer/ licensing/ royalty shall be shared in the ratio of 60:40 between the inventors & S.G.U respectively after recovering the expenses incurred in filing, maintenance, communication, legal issues, taxation, and documentation. The revenue shall be disbursed to the inventors as and when generated irrespective of whether or not the inventors remain employed in/ associated with S.G.U at the time of the revenue generation. If the IP generation involves a third party in the form of significant sharing of the third party's resources and expertise with S.G.U or with concerned S.G.U personnel including S.G.U faculty, staff and students, and that the third party contributes equally in filing and maintaining the IP, the revenue then shall be shared appropriately in agreement with all the parties involved or as per the MOU between the third party and S.G.U. The revenue sharing ratio between the inventors should be mutually agreed among the inventors and should be clearly stated and submitted to University IPR cell at the time of IP submission /filing. S.G.U retains the right of adjusting and updating the revenue sharing ratio/policy periodically and publishes the same on the official S.G.U website for the information of all stake holders of S.G.U. However, the IP policy /revenue sharing ratio specified during IP submission/filing shall prevail at the time of actual revenue sharing.

In case of Co-creators 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. The creator's share will continue to be paid to the person or his/her nominee irrespective of whether the creator/inventor continues in the employment of the University or is deceased. The University will also honour any commitment to make payments to a member of the University staff as a creator/inventor who had left the employment of the University prior to the exploitation of IPR. 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 his/her personal share to be retained by the University e.g. to support his/her research, in which case the facilities so generated will be treated as under the exception to clause 8. (a), Annexure-I. The creator's share will continue to be paid irrespective of whether the individual continues as an employee/student/scholar of the University



## **14 IP MAINTENANCE**

Once S.G.U files the patent application generated solely by S.G.U personnel, IPR maintenance expenses including documentation, communication, maintenance fee, legal issues, etc shall be covered by S.G.U. In the case of IPs filed jointly with third parties, the maintenance expenses shall be shared equally between S.G.U and concerned third party. If the third parties are not forthcoming to share the maintain expenses, S.G.U on its discretion may maintain such IPs as S.G.U's sole property and that S.G.U 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 report 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 S.G.U to review the grievance of concerned inventor/s or associated organizations. The decision of the review committee/authority on approval of the Dean R & D-S.G.U is final at the University level. If any inventor or participating organization remains unsatisfied with this decision, all the legal issues concerning S.G.U IPs shall be dealt with appropriate legal systems within India. The cases requiring intervention of civil courts shall be dealt locally in Kolhapur. The R & D -S.G.U shall appoint a competent authority as a representative of S.G.U to participate in the legal proceedings on case by case basis.

## **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 a 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 IP, the Creators of that IP would be required to disclose the details to the University.

## **18 DISPUTE RESOLUTION**

In case of any disputes between the Creators and SGU with regards to issues related to the IP policy and its compliance, the aggrieved party may appeal to the Vice-Chancellor of S.G.U. 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.



## ANNEXURE - I

### 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 individuals at S.G.U, 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. In the case of intellectual property owned by the University as work-for-hire, the creator shall retain only the moral right to be identified as inventor. Creator can be any employee of Sanjay Ghodawat University (S.G.U) 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 S.G.U 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 SGU University shall fall under ambit of IPR policy. The creations may be 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 SGU. 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 stranglehold 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 gray 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 may be 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 20 years), 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.

Approved in meeting no. \_\_\_\_\_ dated \_\_\_\_\_



Dr. P. D. Patil  
Coordinator IPR Cell  
Prepared by



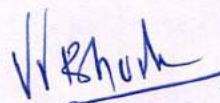
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Dr. M. T. Telsang  
Officiating Vice- Chancellor, S.G.U



Shree. V. V. Bhosale  
Trustee, S.G.U





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## INVENTION DISCLOSER FORM FOR THE ASSESSMENT OF PATENTABILITY OF INVENTIONS

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Name of Discloser(s):

Department (s):

1. Title of the project / invention:
2. Source of funding for the project:  
Industry funded / Govt. aided / consultancy - with or without prior contractual agreement / any other:
3. Is the work bound by any agreement / contract / MOU?
4. Is the patent (to be filed) for a process or product?
5. General area of the investigation and subject matter of the patent:
6. Is the work
  - a. Completed and results validated?
  - b. At a basic conceptualization stage?
  - c. In progress?
7. Description of the invention (not more than 100 words): *You are requested to be very specific with regard to the technical problem being researched and the proposed solutions*
  - a. The problem for which solution was / is being researched.
  - b. The approaches taken / being taken by the researchers to solve the problem
  - c. The proposed / investigated solution to the problem
8. Origin of the idea / invention: who first thought of the idea; and when? Did the idea get generated in a discussion? If so, who were the participants in the discussion?
9. Any help received from others in conception of the idea?
10. Date of start of the project:
11. Other collaborators in the project
  - a. Details of co-investigators/authors filing the patent:
  - b. Other applicants (collaborating partners)
12. Give background literature search details (Please give the references searched and the findings from the literature)
  - a. Journals and other publications searched
  - b. Any relevant information available with the researcher
  - c. Patent databases searched
13. Has the work been displayed anywhere?





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14. Has the work been reported / published / presented anywhere?
  15. Have any related patents been filed by the inventor earlier?
  16. Information available in the published literature (prior art) about the problem tackled
  17. Unique features about the work done with respect to prior art (known knowledge)
    - a. Is the work a mere extension of common known knowledge? If so, please show the available knowledge and what is the extension proposed / implemented?
    - b. Has the work filled a major gap in prior art? If yes, please provide a brief description of the specific technical gap filled.
    - c. Has the work led to any major economic gains ( or will the proposed work lead to any significant economic gains)
    - d. Are there any environmental issues?
  18. What aspect of the invention (or your findings/results) needs protection?
  19. Has the work been systematically and chronologically documented? If so please provide the documentation details or at least the reference to such documentation
  20. Commercial aspects of the invention/ technology developed?
  21. Has any costing of the product / process / invention been done?
  22. Are any industries / companies interested in licensing or commercializing the work?
  23. Country of filing patent and detail justification for the same focusing on target industrial sector, market etc.

I /We certify and declare that all the information provided above is true and correct to the best my/our knowledge and belief

Date:

|    | Name (S) | Signature(S) |
|----|----------|--------------|
| 1) | _____    | _____        |
| 2) | _____    | _____        |
| 3) | _____    | _____        |
| 4) | _____    | _____        |