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## CIRCULAR

**Subject: Intellectual Property Rights (IPR) Policy of Shivaji University, Kolhapur**

All Head, Director, Coordinator, teachers, administrative officers, and employees as well as students of Shivaji University, Kolhapur are hereby informed that the IPR Policy of Shivaji University, Kolhapur has been approved by the Management Council on 19/07/2023. The IPR Policy of Shivaji University, Kolhapur is to be followed in all matters related to IP. Refer to the enclosed IPR Policy.

Ref. No.: SUK / IPR Cell / 2024 - 2025 / 20

Date: 2 APR 2024

  
Registrar

**Copy to:**

1. Office of the Hon'ble Vice Chancellor, Hon'ble Pro-Vice Chancellor, Registrar, Director: Board of Examination and Evaluation, Finance and Accounts Officer.
  2. All Administrative Officers and employees.
  3. All Head, Director, Coordinator and teachers.
  4. Students of Shivaji University, Kolhapur.
  5. Internet Section- To display on university website.
- All the Head/Director/Coordinator and administrative heads kindly bring this IPR Policy of Shivaji University, Kolhapur to the notice of all the teachers, administrative officers, employees, and students of their department.

# INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY OF SHIVAJI UNIVERSITY, KOLHAPUR



Estd. 1962

NAAC "A++" Grade with CGPA 3.52

## **PART I**

### **Preamble**

Shivaji University has a rich history of research, innovation and development. Recently, Shivaji University, Kolhapur has focused more on the dissemination of technologies, processes, and products considering culture for innovation, incubation for start-ups, and entrepreneurship for sustainable development. In view of this and considering the importance of formally protecting the intellectual property of the faculty, staff, and students, it is necessary to have an institutional arrangement. Hence, the present document is evolved as a guideline to constitute a cell to help protect intellectual property rights for the personnel of Shivaji University, Kolhapur.

### **1. Purpose**

The purpose of the IPR Policy is to:

- Facilitate, encourage, promote and safeguard scientific inquiry, research pursuits and the academic freedom of its faculty, staff and students through IPR Cell.
- Provide a clear understanding of the rights and responsibilities of the faculty, staff, and students to protect their research work.
- Create conducive culture for the incubation of start-ups leading to the development spin-off companies which fosters the creation of IP and development of IPR at the university.
- Establish an IPR management policy and procedural guidelines for converting the knowledge generated to wealth.
- Enable the university to make beneficial use of the intellectual property (IPR) so as to confer maximum benefit to the inventors, the Institute and the society at large.
- To develop guidelines to ensure protection to IP's generated while pursuing the R & D activities.

## **2. Objectives**

The IPR Policy aims to:

- Proactively create an echo system for generating new knowledge through research and innovations in the university.
- Arrange for the processing and filing of applications for patents, industrial designs, copyrights, trademark, G.I., etc. and to effectively implement the policy and guidelines in respect of Intellectual Property Rights.
- Facilitate protection and valorization of intellectual properties generated by its faculty, staff and students as a result of their intellectual and scientific pursuits at the university during the tenure of their employment/engagement at the university and thereby offer scope for wealth generation, furtherment of scientific knowledge, alleviation of human sufferings and betterment of human life.
- Usher in prudent IP management practices in the university so as to promote IPR awareness and culture among its faculty, staff and all students.
- Provide a comprehensive single window reference system for all IPR issues relating to IP generated at Shivaji University, Kolhapur.
- Pursuit all the necessary procedures and actions to facilitate, catalyze, and bring to bear the transfer of technologies, including the commercialization, licensing, and other means of disseminating the technologies developed by the university.

## **3. Definitions**

For purposes of this policy, the following terms related to inventions shall have the following meanings:

- **Applicant:** Shall refer to an individual/ group of inventors/ university, who owns the rights to the IP generated/ developed and makes a formal application before an IP office for grant of the respective right such as Patent, Industrial design or Copyright, trademark, G. I. etc. The university is usually the Applicant for all IP generated/ developed by its stakeholders; viz. faculty, staff and students etc.

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- **Assignee:** Shall refer to a person or an organization like the university to whom/which ownership right(s) to the IP is legally transferred.
- **Assignment:** Shall refer to the act of transferring the ownership rights including the title and interest in the IP generated/developed. Under this IP policy all university personnel by virtue of their engagement with the university assign or transfer ownership rights to the university.
- **Inventor:** Shall mean a person covered by this policy who individually or jointly with others makes an Invention and who meets the criteria for inventorship under Indian patent laws and regulations.
- **Invention:** Shall mean any patentable or potentially patentable idea, discovery or knowhow and any associated or supporting technology that is required for development or application of the idea, discovery or knowhow.
- **Intellectual Property:** The intellectual property will include copyrightable material, designs, creative works, discoveries, inventions, technologies, processes, products, etc.
- **Intellectual Property Rights:** It means ownership and associated rights relating to aforementioned Intellectual property, either registered or unregistered, and including applications or rights to apply for them and together with all extensions and renewals of them and in each and every case, all rights or forms of protection having equivalent or similar effect anywhere in the world. The IPR's recognized in India are broadly listed below:
  - **Patent:** It is a type of IP and refers to an exclusive right granted for an Invention which is either a novel product or a process that provides a novel way of doing something, or that offers a new technical solution to a problem which has industrial use and is not obvious to a person skilled in the art.
  - **Copyright:** It is a type of IP and refers to describe the rights that creators have over their literary and artistic works. Works covered by copyright range from books, music, paintings, sculpture and films, to computer programs, algorithms database, advertisements, maps and technical drawings. Works are defined under the Copyright Act, 1957.

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- **Trademark:** It is a type of IP that refers to a sign, logo or a name capable of distinguishing the goods or services of one enterprise from those of other enterprises.
- **Industrial Design:** It means only the features of shape, configuration, pattern, ornament or composition of lines or colors applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.
- **Geographical Indications (GI):** It means an indication which identify such goods (agricultural goods, natural goods, manufactured goods) as originating or manufactured in the territory of a country or a region or locality in that territory where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin.
- **New Plant Variety:** a plant variety that is novel, distinct and shows uniform and stable characteristics.
- **IC Layout Designs:** It means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.
- **Supported Invention:** Shall mean an Invention conceived or reduced to practice by a person covered by this policy (whether alone or together with others) if conceived or reduced to practice in whole or in part:
  - a) Under or subject to an agreement between the University and a third party;  
or
  - b) With use of direct or indirect financial support from the University, including support or funding from any outside source awarded to or administered by the University; or
  - c) With use (other than incidental use) of space, facilities, materials or other resources provided by or through the University.

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- **Incidental Invention:** Shall mean an Invention (other than a Supported Invention) that is conceived or reduced to practice by a person covered by this policy making an incidental use of space, facilities, materials or other resources related to the conception or reduction to practice of such Invention.
- **Commercialization:** It refers to the various activities, processes, and steps undertaken by the Licensee, under the terms of the Technology Licensing Agreement, to put the Technology/ Invention/ IP to commercial use, in terms of sale, internal use etc., that result in financial, commercial, economic, or any other material benefit to the Licensee. The terms of the Licensing Agreement will specify the compensation to be paid by the Licensee to the university (the Licensor), and such compensation would include a one-time Lump Sum Technology Transfer fee, as well as deferred Royalty payments. In addition, the Licensee may also offer a certain equity in the start-up venture to the university, on terms to be mutually discussed and negotiated.
- **Licensor:** It refers to a person or an organization such as University which grants a license to another or a third party know as Licensee. It simply means that the university who is the IPR owner grants permission to another individual or an organization to make, use, import, sell etc., the rights it holds in a patent, copyright or other forms of IPR.
- **Disclosure of IP:** It refers to the confidential information such as invention, write up, and revealed by an inventor to the university, to determine whether Intellectual Property Rights for the said disclosure should be sought and obtained by the university. The university would also ascertain what could be the scope for Technology Transfer, Commercialization, and Licensing of the said invention.
- **Consultancy Projects:** It refers to the work conceived and funded by industries or any third party to the university for providing advice/solution to a specific problem without using substantial university resources.
  - **Ownership:** It refers to the rights an organization holds under this policy to deal with the IP generated/created by the Shivaji University, Kolhapur personnel. Subject to the rights of the government and any exceptions contained in this policy, Shivaji University owns or will be considered the owner of all the IP generated by the Shivaji University, Kolhapur personnel. Ownership of the patent of IP is independent of inventorship/authorship. The Shivaji University,



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Kolhapur personnel generating/creating the IP will be considered Inventors/authors.

- **Research:** It refers to any research work carried out by faculty, staff, and students of Shivaji University, Kolhapur during their course of employment/ project assignment/ course of study (degree/ diploma/ certificate course, etc.) under the following arrangements:
  - i. **In House Research:** It refers to research carried out by faculty, staff, and students of Shivaji University, Kolhapur by utilizing infrastructure, facilities, funds from Shivaji University, Kolhapur.
  - ii. **Sponsored Research:** It refers to research carried out by faculty, staff, and students of Shivaji University, Kolhapur with funds from a sponsoring agency or funding agency or industry or any other similar party.
  - iii. **Collaborative Research:** It refers to research undertaken by faculty, staff, and students of Shivaji University, Kolhapur with collaborative arrangement with other academic institution or research body or industry or any other entity including government and non-government departments, industries or agencies at national or international level under specific Collaborative Research Agreement

### 4. Structure of IPR Cell

#### A. Advisory committee to IPR Cell:

The advisory committee to IPR Cell shall have the following structure:

- **Chairman (One):** Hon'ble Vice-chancellor shall be the Chairman of the advisory committee to the IPR Cell.
- **Vice-Chairman (One):** Hon'ble Pro-Vice-Chancellor shall be the Vice-Chairman of the advisory committee to the IPR Cell.
- **Members (Two):** 1. Director, Internal Quality Assurance Cell (IQAC), 2. Director, Innovation Incubation & Linkages
- **Members (Four):** 1. Dean, Faculty of Science & Technology, 2. Dean, Faculty of Commerce and Management, 3. Dean, Faculty of Humanities, 4. Dean, Faculty of



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Interdisciplinary studies

- **Member (One):** Expert from Industry (Preferably alumni from the university) with relevant experience in IPR.
- **Members (One):** JRF/SRF research student
- **Member secretary (One):** Director, IPR Cell, Shivaji University, Kolhapur.
- Any other expert invitee as per need required e.g. Institutional Animal Ethical Committee (IAEA), Domain experts, external attorney etc.

### **B. Intellectual Property Rights Cell:**

The IPR cell shall have the following structure:

- **Director (One):** Director, IPR Cell shall be responsible for all the activities and smooth functioning and execution of the IPR Cell, Shivaji University, Kolhapur.
- **Research Scholar (One):** Research scholar for IP-related activities such as patent search, patent drafting, and patent filing.
- **Clerk (One):** A clerk for administrative work related to IPR Cell.
  - More manpower as per need and with the recommendation of the advisory committee may be included in the office of the IPR Cell.

### **5. Responsibilities of the University toward IPR Cell & Functions of IPR Cell**

The responsibility of the University is to make sure that the IPR Cell functions smoothly. The functions of the IPR Cell shall include but would not be limited to the following:

- The advisory committee of the IPR cell shall be reconstituted after every 3 years from the time of formation.
- **Meeting:** Minimum 3 meetings of the advisory committee shall be convened in a year by the Member Secretary.

**\* The quorum for the said meeting shall be 4 out of 11 members.**

- **Assigned Responsible Person:** Director, IPR Cell.
- **Infrastructure:** There shall be a separate space within the Universities for the

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IPR Cell office. The required minimum infrastructure for the proper functioning of the IPR Cell shall be made available. (Infrastructure – like office room, patent writing laboratory, computer terminals with access to the patent database, internet facilities etc., with required manpower).

- **IPR facilitation center:** There shall be a separate space within the university for patent facilitation center. The patent facilitation center will facilitate the filing of IPR to protect innovative research work and provide technical inputs on IPR-related issues. The activities of patent facilitation center will be managed by IPR cell. The required minimum infrastructure for the proper functioning of the patent facilitation center shall be made available.
  - **Chargeable services of IPR facilitation center can be provided for IP protection, commercialization etc. The service charge of IPR facilitation center may be decided by IPR Cell with an advisory committee and approval from the management council of Shivaji University, Kolhapur.**
- **IP Counselling:** IPR cell will counsel and interact with inventors of potential inventions / intellectual properties / products and assist them in identifying/assessing the IPR potentials.
- **IP Management:** Filing, maintaining and monitoring and managing of patents and coordination between attorneys, faculty inventor(s), and other authorities.
- **IP Transactions:** Advising, drafting and monitoring of all IPR-related MOUs.
- **IP Policy Formulation:** Framing of IP policy and amendments from time to time according to need. The IPR Cell shall lay down its own procedure for conduct of its works.
- **Promoting IP Awareness:** The IPR Cell will undertake such measures which promote awareness of IP rights and strive to develop an IPR culture within.
- **Assistance in Technology Transfer:** The Cell shall handle transfer and licensing of all IP developed in the University and at the technology transfer center.
- **Reporting on IP Assets and IPR Management:** IPR Cell will submit a progress report & annual reports in the meeting of advisory committee on IP assets to the University for consideration and advice.

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- The IPR Cell shall make any other IP related recommendations to the Vice-Chancellor.
- The University shall provide adequate support for smooth functioning of the IPR cell.
- IPR Cell shall act to redress any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy.
- Investigate the matters of violation/infringement of any intellectual property rights and reports the same to university.
- IPR Cell shall approach funding agencies, venture capitalists etc. for funds for promotion of IPR activities, tie-up with organizations for filing, licensing/assigning of IPR on revenue sharing basis, to provide waivers and release of IPR to Inventor(s) and/or Third party(ies) within the framework of IPR policy.

### **Part- II Policy Framework for IPR Management**

#### **6. Intellectual Property and Ownership**

The following section deals with creation, disclosure, ownership, sharing and payments towards intellectual property rights, and related responsibilities / obligations of various parties.

1. **Disclosure Obligations:** when the creators believe that they have generated patentable or commercialisable intellectual property using university supported resources, they shall report it promptly in writing along with relevant documents, data and information to the institute through the appropriate authority using the disclosure documents. Disclosure is a critical part of the IP protection process for claiming the inventorship. Disclosure documents shall content the information full and complete disclosure of the nature, particular and other details of the IP, identification of persons who constitute the creator of the property, and a statement of whether the creator believes he/she owns the right to the intellectual property disclosed, or not, with reasons. Where there are different creators of components that make up a system, the individual creators and their contributions must be identified and treated separately. In case of the sponsored and/or collaborative

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work, the provisions of the contract pertaining to disclosure of the creative work is applied.

- **Format of Disclosure is given in Annexure ‘A’**
2. Covered persons are required to notify the University’s IPR Cell of each Supported Invention, Incidental Invention through a disclosure document as prescribed by IPR Cell.
  3. **Ownership Determination:** Upon review of the disclosure document, IPR Cell will determine whether the Invention is a Supported Invention or an Incidental Invention and, in the case of a Supported Invention, shall further determine, with assistance from patent counsel, who are the Inventor(s), consistent with university patent policy. The University shall have the right to own and each Inventor, at the University’s request, shall assign to the University all of his/her right, title and interest in a supported Invention. Ownership of an Incidental Invention shall remain with its Inventor(s), subject to any rights that may be granted to the University as required by this policy. The inventors shall assign the rights of the disclosed invention to the institute.
  4. **Ownership of IP:** The ownership rights on IP may vary according to the context in which the concerned IP was generated.
  5. **Patents/Copyrights/Trademarks:** All inventions whether made by faculty, staff and student (in furtherance of their responsibilities with the academic institution), developed by utilising the resources of the academic institution, or with the mix of funds, resources and/or facilities of the academic institution, shall ordinarily be vested with the academic institutions.
  6. If the academic institution determines that an invention was made by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the academic institution and was conceived or reduced to practice without the use of resources of the academic institution, then the invention shall vest with the individual/inventor(s).
  7. The University shall primarily arrange to bear the initial filing cost of the University owned IP in India. For bearing these expenses, the “Central IPR Fund “may be considered, which was created for such a purpose. Those having external/internal project funding, may consider bearing the filing cost from the project funds.

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8. All benefit sharing resulting from commercialisation of such IPR shall be based on the conditions set by the University from time to time. (Refer pt.15)
9. Renewal fee for 5 years of Indian Patents filed from the University funds shall be provided by the university prior to approval from the Hon'ble Vice-Chancellor through the registrar and respective dean of the faculty. If the patent remains uncommercialized beyond 5 years, the inventors shall have to bear the maintenance cost for keeping the patent alive, that may be required for further exploration of commercialization.
10. International filing routes like PCT may be adopted only for very promising inventions. Thus, University shall not bear the maintenance fee of a patent in foreign soil as the invention is expected to attract investment even before grant. Thus, the assignee shall be bearing all the cost of maintenance after the technology transfer (that is expected to take place before grant).
11. In case the University decides not to own the IP of certain creations, then the university shall reassign the rights to those creations in the name of the Creators and the creators shall be free to file the IP Applications in their individual names. In such cases, the creators shall bear all the cost of the IP Applications, prosecution, maintenance, enforcement, commercialisation, etc. Further the Creators shall enjoy the full benefits of any commercialisation and the University shall not get any share of the benefits of commercialisation.

### **12. Copyright Ownership:**

This section addresses ownership of Academic Works with the substantial use of university facilities owned or operated by the University:

- i. Field and laboratory notebooks and databases.
- ii. Theses, Dissertations, Reports.
- iii. Question Papers, Exercises and Answers to Tests and Examinations.
- iv. Publications:
  1. Software and Computer Related Works including works generated by computer hardware or software, firmware, courseware.

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2. Productions in Digital and other Media, Films, Videos, Photographs, Multimedia works, typographic arrangements, Works of Art, Plays, Lyrics, including all forms of Creative Expressions.
- v. Registered and unregistered designs.
- vi. Works specifically commissioned by the University.
- vii. Any other forms of copyrightable works not covered under i–vii if they may reasonably be considered to possess commercial potential.

The University shall retain ownership of all works listed above and created in diverse media specifically for the purposes of implementation the of University's academic programmes and for all academic programmes administered and / or conducted by the University.

The University shall own the copyright to all Theses, dissertations, reports, databases, laboratory note books, and their like if they are produced using significant resources of the University. Further, all such works that lead to a degree, diploma, certificates, and any programmes conducted by or on behalf of the University or using grants that were administered by the University shall belong to the University. The authors of such works shall obtain a written consent from the University should they wish to have them published by any external publisher. In all such cases, the authors shall make available to the University in advance a copy of the copyright conditions provided to them by the proposed publisher so that the University is able to assess the conditions on copyright set in the publishing contracts, except where special circumstances apply and it is mutually agreed that the author will retain ownership. Where copyright ownership is retained by the author (due to a waiver issued by the University), the author must grant to the University a royalty-free permission to reproduce and publicly distribute copies of the same and also to use the same for purposes of teaching, research and any academic activity by the University.

The University neither claim ownership of copyrights in independently authored books and textbooks, articles and other scholarly publications, nor to other creative works provided that such works are (i) created by the personal effort of faculty, staff and students; and (ii) do not make significant use of University administered resources; and (iii) are not governed by the terms of a sponsored research or other

agreement.

All software and databases used in the University shall be licenced software, and it is the policy of the University that all users abide by any and all legal restrictions imposed by the owner of the software or database. Persons using such software shall neither tamper nor indulge in any act (s) that may be breach of the licence and the person indulging in such acts of infringement of the said copyrights shall be solely responsible and liable as per law. No unauthorised software shall be used in any of the University facilities / systems.

**13. Filing of Patent Applications:** IPR Cell shall be solely responsible for determining whether a patent application shall be filed on a Supported Invention; determinations may be made on the basis of commercial potential, obligations to and rights of third parties, or for other reasons which IPR Cell, in its discretion, deems appropriate. Inventor(s) of a Supported Invention for which patent applications are filed shall cooperate, without expense to the Inventor, in the patenting process in all ways required by the University. IPR Cell shall take prior approval of the Hon'ble Vice-Chancellor through the registrar and the dean of the respective faculty and make a decision within 45 days on filing the patent application for its protection.

**14. Interest of the Inventor:** In case the IPR Cell decides not to pursue filing patent application for certain invention, and gives such decision in writing, the Inventor(s) is free to pursue filing of patent by own funds and in own name. However, a prior no objection certificate (NOC) from IPR Cell shall be furnished on application for the same by the inventor.

**15. Commercialization:** IPR Cell shall have the sole discretion with respect to the commercialization of a Supported Invention, but shall take into account the public interest. Where a Supported Invention is subject to an external agreement with a third party (for example, the Central or State governments or other funding sponsor), IPR Cell shall make decisions consistent with that agreement. IPR Cell shall make decisions concerning commercialization as it deems appropriate and shall make reasonable efforts to keep Inventor(s) involved and informed of its commercialization efforts (and vice versa too).

**16. Royalty Sharing:** Where royalties are generated by the University as a consequence



of commercializing a Supported Invention, royalties will be shared with the Inventor(s) as described in Section on “Royalty Sharing” of this policy. The University shall have the right to modify the Royalty Sharing section of this policy.

**17. Release of Inventions:** Where the University determines that it will not file a patent application on a Supported Invention, abandons a patent application based on Supported Invention prior to issuance of the patent, or abandons an issued patent on a Supported Invention, the Inventor(s) may request a release of the Invention. Upon determining that releasing the Invention to the Inventor(s) will not violate the terms of an external funding agreement and is in the best interests of the University and the public, IPR Cell may agree to a release and in such case will assign or release all interests which it holds or has the right to hold in the Inventor(s) in equal shares, or such other shares as the Inventors may all agree. Release of Supported Inventions may be conditioned upon, among other things, agreement by the Inventor(s) to the following:

- a) To reimburse the University for all out of pocket legal expenses and fees incurred by the University if and when the Inventor(s) receive income from the Invention
- b) To share with the University 20% of the net income (income remaining from gross income after repayment of university expenses above and the Inventor(s)' and licensing expenses) received by the Inventors from the Invention. Income subject to this revenue sharing provision includes equity received by Inventors, consideration for the Invention but does not include financing received for purposes of research and development.
- c) Upon request, to report to the University regarding efforts to develop the Invention for public use and, at the University's request, to reassign those Inventions, which the Inventor(s), their agents or designees are not developing for the benefit of the public.
- d) To fulfil any obligations that may exist to sponsors of the research that led to the Invention.
- e) To grant back to university an irrevocable, perpetual, royalty free, nonexclusive, worldwide right and license to use the Invention for its research, education and other purposes (like clinical care) and a right to grant the same rights to other non-profit institutions.
- f) To agree to such limitations on the University's liability and indemnity provisions as the University may request.

**18. University's Rights in Incidental Inventions:** In recognition of the contribution the University and community as a whole makes in support of innovation at the University, Inventor(s) agree to grant to the University an irrevocable, perpetual, nonexclusive, royalty free, worldwide right to use Incidental Inventions in the University's non-profit educational and research activities.

## **7. Filing of IP Applications in foreign countries**

Subject to the provisions of the Patent Act, the University will decide on the suitability of protection of the invention in foreign countries within six months of filing the initial IP Application (whether Provisional or Complete Specification) in India if no secrecy direction is received from Patent Office.

If the University opts not to undertake such protection in any specific country requested by the inventor(s) relating to the application where no secrecy has been imposed by the Patent Office, the University will assign rights of the IP in that country to the creator(s) for the purpose of IP protection.

## **8. Renewal of IP Rights**

IPR Cell will take a decision on renewal of IP rights based on possibilities of commercialisation. If no commercialisation value is foreseen, then the Shivaji University, Kolhapur can decide not to renew the IPR in India/ PCT application/ multiple country applications, and then it will assign the rights of the IP in India/IP generated through PCT application to the creator(s) upon a request to that effect from the creator(s). In case of patents, the process of reassignment will be completed three months prior to the due date for its renewal date.

In all cases, where IP rights in any specific country have been reassigned to the inventor(s), the University shall only claim for the cost already incurred by the university from the share of proceeds earned through that IP in that country.

## **9. Royalty Sharing**

- **Distributable Royalties:** University shall employ a single uniform structure for distribution of royalties to Inventors, Authors and Contributors (for the purposes collectively, "Creators" and each a "Creator"). University will distribute Net Royalties received by the University from the licensing or other distribution of its intellectual

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property or technology covered by this policy, as and to the extent provided in this policy. Net Royalties are calculated based on gross receipts consisting of cash and securities or other equity shares in an enterprise received by university in return for use of its intellectual property, but do not include sponsored research funding. Net royalties to be considered for distribution after the deduction of following out of pocket expenses made by Shivaji University, Kolhapur:

(i) University's out of pocket costs and fees associated with securing, maintaining and enforcing intellectual property protection such as patenting and litigation expenses,

(ii) out of pocket costs incurred by the University in the licensing of the intellectual property and

(iii) any out of pocket expenses in making, shipping or otherwise distributing biological or other materials (including, without limitation, Unpatented Materials).

As used herein, the term "Creation" shall mean any Invention, Computer Software, copyright or Unpatented Material as to which Net Royalties are to be distributed in accordance with this policy.

- **Standard Distribution Method:** Except as otherwise provided in this policy, the following formula will apply to the distribution of Net Royalties among their respective research laboratories, Departments/ Centers and Schools and the University, based on amounts received by the University:
  - Creator personal share: 60% (divided among the creator(s))
  - Administrative fee: 10%
  - Creator Department/ Center share: 15%
  - University share: 15%

### **Commercialization and Benefit Sharing**

- **Types of IP licensing and assignment**

Licensing and assignment of IPRs to a third party are the most common modes of IP transfer that can lead towards commercialization of IP. While both licensing and assignment involves giving certain rights to another party, the key difference is that assignment involves transfer of ownership, while licensing is limited to permitting certain uses.

In general, it is recommended that the Shivaji University, Kolhapur should try to use the mechanism of licensing, so that ownership rights on the IP may be retained without hindering the prospects of commercialization. Given below are some types of licensing that may be used:

- a) **Exclusive licensing:** The licensor licenses the IP solely to one licensee. In other words, the licensee will be the only one authorised by the licensor to use and exploit the IP in question. To the extent possible, exclusive licenses should be avoided.
- b) **Non-exclusive licensing:** The licensor is permitted to enter into agreements with more than one entity for use and exploitation of the IP. In other words, the same IP may be used by different licensees at the same time for the same purpose or for different purposes.
- c) **Sub-licensing:** This is applicable when a licensee wishes to further license the IP to another party(s). Permissions pertaining to sub-licensing need to be clarified explicitly in the agreement between the Shivaji University, Kolhapur/ and licensee(s).

Given the abundance of creativity and innovation taking place at Shivaji University, Kolhapur and diversity of the creation or innovation so generated, the Shivaji University, Kolhapur may combine elements of the aforementioned types of licensing or use other forms of licensing, such as – know-how licensing, etc.

### **Encouraging Entrepreneurship and Start-ups**

To promote and encourage entrepreneurial activities by its faculty, staff, and students the Shivaji University, Kolhapur, may reassign, under an agreement, its ownership of an intellectual property to the inventor(s) or creator(s) of the property, who opt to market, protect and license it on their own with minimal involvement of the Shivaji University, Kolhapur. The fees to be paid to the Shivaji University, Kolhapur by the assignee consist of all patenting and licensing expenses and appropriate amount of royalties, equity or other value received by the inventor(s) or creator(s).

The Shivaji University, Kolhapur would endeavor to exploit the IP either by itself or by commissioning an agency to bring to fruition the IP produced by its personnel. The inventor(s)/creator(s) may seek the academic institution, to assign the rights to them after a certain holding period.

To promote a start-up/ venture set up by a researcher, it may be exempted from any upfront fee and/or royalty accrued to the Shivaji University, Kolhapur for a certain period.

### **Licensing Agreements and Revenue Sharing**

- a) In case the IP filing costs were not borne by Shivaji University, Kolhapur, the researcher may be allowed to first deduct the costs incurred for filing of applications and maintenance of such IP, from any income accruing from the commercial exploitation of the IP. This is particularly relevant, as provisional patent applications may have to be filed by the innovators before any disclosure of the innovation. Only the income beyond such costs needs to be shared with the Shivaji University, Kolhapur.
- b) The researcher's share may continue to be paid, irrespective of whether or not the individual continues as a researcher at the Shivaji University, Kolhapur.
- c) If more than one researcher is involved in the generation of IP, all the researchers who qualify for benefit sharing in that IP may sign at the time of filing the application (for example, at the time of filing of patent application), an agreement outlining the proposed distribution of any IP-related earnings based on their contribution. The agreement should specify the proportional percentage of distribution of earnings from IP to each of the researchers. The researcher(s) may, at any time, by mutual consent, revise the distribution of IP earnings agreement, and the Shivaji University, Kolhapur, may approve the revised agreement, subject to the advice of the IP cell.
- d) With regard to the IP-related revenues earned by the academic institution, 50% of this revenue may be used for creating the Shivaji University, Kolhapur IP management fund. This fund may be utilized for any activity relating to commercialization and maintenance of IPR or obtaining IPR in any other country, or for capacity building in the area of IP protection.
- e) In the case where the copyright vests with the author(s) [as mentioned under "IP generated from research conducted by utilising resources of the Shivaji University, Kolhapur > Copyright"], the Shivaji University, Kolhapur shall have a non-exclusive, royalty-free, irrevocable, and worldwide license to use the IP for research, non-commercial and educational purposes. Additionally, in cases where the academic institution is the owner of copyright in lecture videos and/or MOOCs, the author(s) shall have a non-exclusive, royalty-free, irrevocable, and worldwide license to use the IP for research, non-commercial and educational purposes.

### **Research outputs generated in collaboration with external partners**

The revenue sharing on any IP generated from a partnership between the Shivaji University, Kolhapur and external partners may be based on the agreement signed between the Shivaji University, Kolhapur and the external partner at the beginning of such collaborations.

In circumstances, wherein the assignee or the licensee has not taken adequate steps for the commercialization of the Shivaji University, Kolhapur –owned intellectual property, the Shivaji University, Kolhapur may consider revocation of the license and assigning it to another party, after following due process. It is important to add this as a clause in any agreement entered into by the Shivaji University, Kolhapur, with regard to commercialization of technologies.

## **10. 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 commercialization of the intellectual property.

Subject to the right of academic freedom, the University staff shall not directly, except in the proper course of their duties, either during or after a period of their appointment, disclose to any third party or use for their own purposes or benefit or the purposes of any third party, any confidential information about the business of the University unless that information is public knowledge or he/she is required by law to disclose it.

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

- a) The information given to prospective licensees before signing of any confidentiality or secrecy agreement should in no case exceed or fall outside that which is set out

in the Disclosure Form (Annexure 'A') for any particular intellectual property.

- b) When a third party is interested in commercializing an item of intellectual property on offer after inspecting the relevant technology profile, they may apply in the prescribed form and with the deposition of the required fee for transfer of the technology. They will be required to demonstrate their capacity to commercialize the technology to the University's satisfaction. The University will then require the third party to sign contractual confidentiality or secrecy agreements undertaking to maintain the confidentiality of all information disclosed, before any further disclosure is made.
- c) Third parties must obtain written authorization from the University to commercialize/exploit the intellectual property. Confidentiality agreements will continue to be 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.
- d) 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.
- e) 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.

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.

## **11. Infringements, Damages, Liability, and Indemnity Insurance**

As a matter of policy, the University shall, in any contract between the licensee and the Institute, 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.



## **12. Conflict of Interest**

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company, then they are required to disclose the stake they and/or their immediate family have in the company.

A license or an assignment of rights for a patent to a company in which the inventors have a stake shall be subject to the approval of the Vice Chancellor, taking into consideration this fact.

## **13. Dispute Resolution**

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

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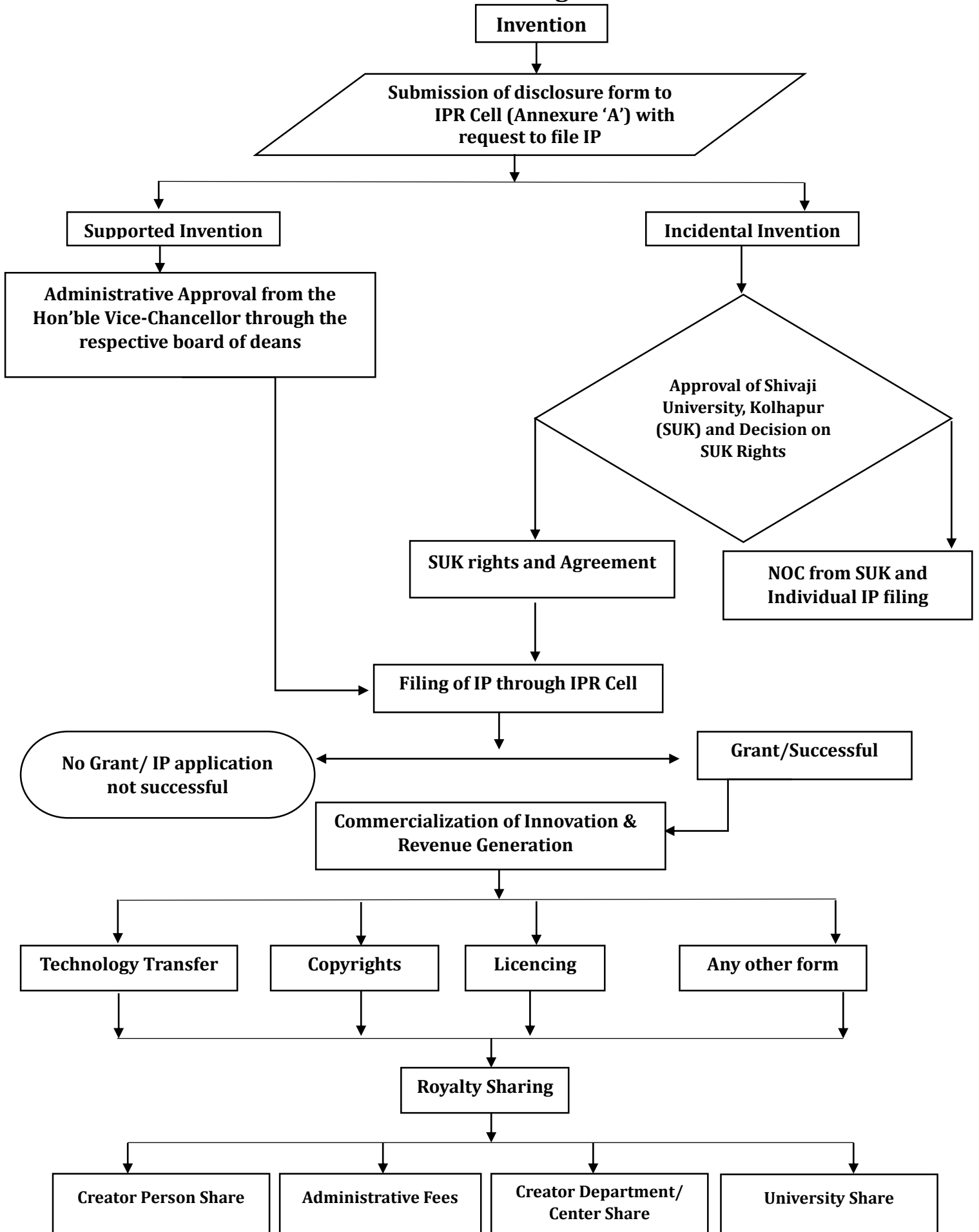
### **References**

1. The Patent act, 1970, Government of India.
2. Guidelines for establishing and operating Intellectual Property Rights Cell (IPRC) and Policy related to IPR Management by Rashtriya Uchchar Shiksha Abhiyan (RUSA).
3. The Gazette of India, CG-DL-E-21092021-229845, Part -II, Section 3, Sub-section (i).

**-End of IPR Policy-**

**Intellectual Property Rights Cell,  
Shivaji University, Kolhapur  
Pin-416004.  
Email: [officeiprc@unishivaji.ac.in](mailto:officeiprc@unishivaji.ac.in)**

**Flow Chart of IP Filing Process**



**ANNEXURE 'A'**

**Format for Disclosure of Invention**

**1. Name of the inventor/s:**

**2. Affiliation:**

**3. Title of the invention:**

**4. Type of IP:**

- |                                  |                      |
|----------------------------------|----------------------|
| a. Patent                        | e. Copyright         |
| b. Trademark                     | f. Industrial Design |
| c. Geographical Indications (GI) | g. IC layout Designs |
| d. New Plant variety             |                      |

**5. Field of the invention:**

**6. Nature of the invention:**

- a. Product
- b. Process
- c. Book, Artwork, etc.
- d. Logo, symbols, etc.
- e. Any other form of invention

**7. Summary of the Invention:**

**8. Complete description of the invention:** (It shall describe the invention and the manner in which it is to be performed)

- Background of the invention
- Details of the invention
- What are the advantages of the present invention over the comparable inventions?
- Has the invention been tested experimentally? Are experimental data available?

**9. Diagrams/drawings:**

**10. Claims of the invention:**

**11. Abstract of the invention:**

**12. Commercial potential:**

**13. Possible end-users:**

**14. Whether the Invention is outcome of supported research or not supported (incidental)?**

**Signature of the Inventor**

**Forwarded through the Head of the Department**

