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NAAC "A" Grade
MHRD-NIRF-28th Rank

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शिवाजी विद्यापीठ, कोल्हापूर, महाराष्ट्र राज्य (भारत) - ४१६ ००४

दूरध्वनी : (इपीएबीएक्स) २६०९०००, (चौकशी) २६०९१४३, (आस्थापना) २६०९०९७, ९८, ९९, (आस्थापना/पीजी) २६०९१००.
फॅक्स : ००९१-०२३१-६९१५३३ व ००९१ - ०२३१-२६९२३३३

जा.क्र. - आस्थापना/पीजी/ 3273

दिनांक 26 JUL 2017

प्रति,
सर्व अधिविभागप्रमुख, संचालक, समन्वयक
शिवाजी विद्यापीठ,
कोल्हापूर.

**विषय :- संचालक, राष्ट्रीय उच्च स्तर शिक्षा (रुसा)यांनी पाठविलेल्या IPR Policy ला
मान्यता देणेबाबत..**

महोदय/महोदया,

उपरोक्त विषयास अनुसरून सर्व अधिविभागप्रमुख, संचालक, समन्वयक यांना आदेशान्वये
कळविण्यात येते की, संचालक, राष्ट्रीय उच्च स्तर शिक्षा (रुसा)यांनी पाठविलेल्या **IPR Policy** ला
दि.३० मे, २०१७ रोजीच्या व्यवस्थापन परिषदेच्या ठरावानुसार मान्यता देण्यात आलेली आहे
तरी सोबत जोडलेल्या **IPR Policy** नुसार येथुन पुढे कार्यवाही करण्यात यावी.
कळावे,

आपला विश्वासू,

कुलसचिव

सोबत - वरीलप्रमाणे.

Government of Maharashtra
Rashtriya Uchchatar Shiksha Abhiyan
State Project Directorate

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Date: 20/12/2016

To,

Vice Chancellors (All)

Subject: Establishment of IPR Cell in all State Universities

Dear Sir/Madam,

Intellectual Property creation and protection are critical issues for Research & Innovation in Higher Education. The State Project Directorate, RUSA organized intensive capacity building workshops on Intellectual Property Rights in collaboration with the Rajiv Gandhi National Institute for Intellectual Property Management (RGNIPM), Nagpur. This initiative was taken to improve existing systems of IPR protection through developing human resources in the management of Intellectual Property Rights as an integral part of the innovation process, with adequate protection to our faculty & research students for their cutting edge research.

It has become imperative for our universities to scale up efforts to build a world class IPR infrastructure and ensure that IPR is used in the best national interest for more extensive innovative research, protection of research under IPR, technology transfer, wealth creation and overall benefit of the society.

With this view it is suggested that an IPR Cell should be set up in all the State Universities. Accordingly you are requested to establish an IPR Cell with a clear action plan for its functioning by 16th January, 2017. This Cell will act as a Resource Centre to guide and support the faculty and students regarding patent and IPR issues in an ongoing manner.

The guidelines for setting up a running Centre are attached herewith as Annexure "A"

Yours sincerely,


(Sharad Patil)

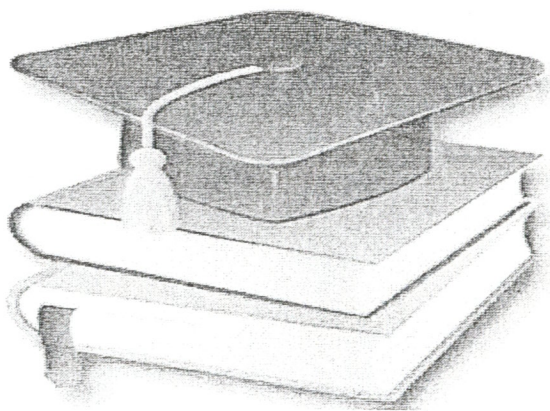
State Project Director, RUSA Maharashtra



RUSA Maharashtra

Annexure "A"

Guidelines for establishing and operating Intellectual Property Right Cell (IPRC) and Policy related to IPR Management



Rashtriya Uchchatar Shiksha Abhiyaan (RUSA)
Department of Higher & Technical Education
Government of Maharashtra
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Guidelines for establishing and operating Intellectual Property Right Cell (IPRC) and Policy related to IPR Management

PART- I

Preamble

Any University has a proud history of research, innovation, design, development, and dissemination of technologies, processes, and products. In view of this and considering the importance of formally protecting the intellectual property of the teachers, staff and students, it is necessary to have 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 the University. The document also discusses the intellectual property and related policies.

1. Purpose

The purpose of the IPR cell is to:

- Facilitate, encourage, promote and safeguard scientific inquiry, research pursuits and the academic freedom of its faculty, researchers and students.
- Provide a clear understanding of the rights and responsibilities of the faculty staff, and students to protect their research work.
- Create an Innovative culture which fosters the creation and development of IPR at the Institute.
- Establish an IPR management policy and procedural guidelines for converting the knowledge generated to wealth.
- Enable the Institute to make beneficial use of intellectual property (IPR) so as to confer maximum benefit to the inventors, the Institute and the society at large.
- Any other as required (can be added)

2. Objectives

The IPR cell aims to:

- Arrange for the speedy processing and filling of applications for patents, designs, copyrights 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 results or their intellectual and scientific pursuits at the Institute during the tenure of their employment/engagement at the Institute 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 Universities 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 related issues.
- Proactively create an environment for generating new knowledge through research and innovations in the universities.
- Any other as required (can be added)

3. Definitions

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

- 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.
- 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.

- 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.

4. Structure of IPR Cell

Intellectual Property Cell Structure: The cell shall have the following structure:

- Chairman (One): Vice-chancellor shall be the Chairman head of IPC
- Member secretary (One) –BCUD, Director/Dean Board of Innovation or Dean of Academics (who will be responsible for smooth functioning of the IPR Cell)
- Members (Two): Heads of two departments from the University
- Members (Two): Professors/Associate Professors of the University
- Member (One): Professor from law school specialized in IPR
- Members (Two): JRF / SRF research students
- IPR Cell should have a provision to have an external attorney on call
- Expert from Industry (preferably alumni from university) with relevant experience in IPR
- Any other expert invitee as per need required e.g. IAEC – Institutional Animal Ethical Committee, Domain experts etc.

5. Responsibilities of the University toward IPR Cell

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

- The above mentioned eleven members shall constitute the quorum of IPR Cell.
- The IPR cell shall be reconstituted every 3 year from the time of formation.
- Meeting: The meetings of IPRC shall be convened once a month by the Member Secretary.
- Assigned Responsible Person: At least one person shall be assigned in IPRC office to operate it regularly. This person could be the Member Secretary, Dean R&D or any other person assigned with the responsibility. (Should have undergone training in IPR at RGNIPM in Nagpur or a similar Institute).

- Infrastructure: There shall be a separate space within the Universities for IPR Cell office. For Universities where Technology Transfer Centers have been established under RUSA or any other public funding source, IPRC will be established at that centre. The required minimum infrastructure for proper functioning of the IPRC shall be made available. (infrastructure – like room, computer terminals with access to xyz database)
- IP Counseling: IP 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 IPRC shall lay down its own procedure for conduct of its works.
- Promoting IP Awareness: The IPRC 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 centre.
- Reporting on IP Assets and IPR Management: IPRC will periodically submit reports on IP assets to the University for Consideration and advice.
- The IPRC shall make any other IP related recommendations to the Vice-Chancellor.
- The University shall provide adequate support for smooth functioning of the IPR cell.
- IPRC 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.
- IPRC 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.
- Any other as required (can be added)

Part- II Suggested 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.

- Disclosure Obligations: Covered persons are required to notify the University's IPR Cell (IPRC) of each Supported Invention, Incidental Invention through a disclosure document as prescribed by IPRC.
- Ownership Determination: Upon review of the disclosure document, IPRC 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.
- Filing of Patent Applications: IPRC 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 IPRC, 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 or its agent or designee. IPRC shall take decision within one month of filing the patent application for its applicability.
- Interest of the Inventor: In case the IPRC 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.
- Commercialization: IPRC 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), IPRC shall make decisions consistent with that agreement. IPRC 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)

- 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.
- Release of Inventions: Where the University determines that it will not file a patent application on a Supported Invention, abandons a patent application 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, IPRC 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 fulfill 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 nonprofit institutions.
 - f. To agree to such limitations on the University's liability and indemnity provisions as the University may request

- 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 nonprofit educational and research activities.

7. Filing of IP Applications in foreign countries

Subject to the provisions of the Patent Act, the University shall, 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 shall assign rights of the IP in that country to the creator(s) for the purpose of such protection.

8. Renewal of IP Rights

A committee constituted by the Vice Chancellor will take a decision on the annual renewal of IP rights. If the University decides not to renew the IPR in any country, then it will assign the rights of the IP in that country 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.

In all cases, where IP rights in any specific country have been reassigned to the inventor(s), the University shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by the University.

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 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 non-cash benefits, sponsored research funding, or other financial benefits such as gifts. Net Royalties equal those gross receipts that University is entitled to less: (i) University's out of pocket costs and fees associated with securing, maintaining and enforcing intellectual property

RUSA Guidelines for Intellectual Property Right Cell is prepared in consultation with Expert Group led by Prof. V.G.Gaikar, Hon'ble Vice Chancellor BATU. The IPR guidelines were prepared after extensive research on IPR Policies of leading Universities.

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 (these are only guidelines, the actual recipients of the money and the % distribution may be decided by the University):
 - a. Creator personal share:60% (divided among the creator(s))
 - b. Administrative fee: 10%
 - c. Creator Department/Center share:15%
 - d. University share:15%
- Alternative Distribution Methods: Net Royalties earned from licensing of Creations with multiple Creators will be distributed as follows:
 - a. Among multiple Inventors and/or Authors for a single patented invention or copyright: Personal shares will be allocated among Inventors and/or Authors according to a written agreement among them or, if there is no agreement, in equal shares. Research shares, department/center shares and school shares will be allocated equally where Inventors or Authors come from different laboratories, departments/centers or schools, regardless of the number of Inventors/Authors from each laboratory, department/center or school, unless otherwise agreed among all Inventors/Authors.
 - b. Among multiple Contributors to a single Unpatented Material: Personal shares will be apportioned among Contributors as they mutually agree in writing or, if no agreement is reached among the Contributors, according to an administrative determination of apportionment that shall be made by the head of the laboratory in which the Unpatented Material has been made. Research shares, department/center shares and school shares will be allocated as per the above distribution.
 - c. For multiple Creations licensed as a package: First, Net Royalties will be allocated among the licensed Creations as agreed in writing among all Creators agreement, in equal shares among such Creations. In the alternative, upon request of any of the Creators, IPRC will determine the relative value to the

package of each of the Creations. The foregoing notwithstanding, where an executed license agreement assigns different values to different Creations licensed as a package, that value shall be the value assigned for purposes of allocating Net Royalties among such Creation. Second, the Creator's personal share and the research, department/center and school shares of Net Royalties so allocated to each of the Creations in the package will be allocated in accordance with the above distribution.

- d. Provision for 5% of the University share of income from this activity to be allocated and paid to all teaching and non-teaching staff every year

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 IPRC 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 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.
- f. 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.