

# SRM UNIVERSITY - AP, ANDHRA PRADESH

13<sup>th</sup> February 2020

## INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY of SRM UNIVERSITY - AP

### PREAMBLE

SRM University - AP, being a research-intensive university, its faculty member, research scholars and UG and PG students are engaged in Research & Development (R&D) work of diverse nature. Many of these R&D Programs lead to evolution of intellectual property (IP) in the form of patents, know-how, copyrights, designs, instruments, devices, processes, specimens, software, and other inventions, which can be commercially exploited either with or without registration under the Patents Act / Copy right Act. Such a commercial exploitation can be of considerable socio-economic benefit to the country. The university, therefore, encourages the protection and licensing of such IP to organisations which can effectively utilise the same for commercial exploitation. This would yield financial returns to the university and partially support the R&D efforts.

### Guidelines

This Intellectual Property Rights (IPR) policy is to be followed in all matters related to IPR at SRM University - AP, Andhra Pradesh (University). In view of the evolving nature of the IP scenario, this policy may be modified from time to time to suit the emergent needs or on a case-by-case basis. The IPR coordinator will address such specific cases by using this IPR policy document as the guideline.

IPR cell is the nodal agency of the university for processing all IPR related matters addressed in this policy, viz. any IP generated out of the intellectual effort of the inventor employed temporarily or permanently at university or studying at university.

### 1. Objective

The objective of this policy document is to

- a) Foster, stimulate and encourage creative activities in the widest sense in the areas of technology, sciences and humanities.
- b) Protect the legitimate interest of faculty / scholars / students at the university and the society as well to avoid, as far as possible, conflict of opposing interests.

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### 3. Ownership

#### a) Inventions, Designs, Integrated Circuit Layouts, and other creative works:

- i. The university shall be the owner of all IP, including inventions, software, designs and integrated circuits layouts, specimens, created by inventors unless specific agreements / contracts are entered into by the university as described below prior to the creation of the IP with an agency funding the research leading to the creation of the IP or with a temporary employee or student.
- ii. Specific provisions related to IPR made in contracts governing the collaborative activity shall determine the ownership of IP arising out of sponsored or collaborative research, or consultancy assignment. The MoU / contract for such a project may require the following:
  - a. joint ownership of such IP between SRMAP and the sponsor, or
  - b. full ownership of such IP by the sponsor, or
  - c. exclusive licensing of such IP owned by the university to the sponsor or its nominees, or
  - d. a separate agreement / contract to be entered into a later date consequent to creation of such IP for exclusive / non-exclusive ownership / licensing of the IP.

In all these cases, the contract / agreement / MoU will specify conditions such as right of first refusal to such IP if applicable, the fee / royalty payable for ownership / licensing of such IP as applicable as well as specify how the patent filing, registration and maintenance costs will be borne by the sponsor and / or the university. When faculty member(s) / staff enter into an agreement for undertaking sponsored research or consultancy, they are required to assist the university to determine which of the above options is applicable to the particular project, given the nature of research proposed to be undertaken, degree to which prior relevant expertise of the researchers and university facilities are leveraged, and amount of funding provided.

- iii. If an IP is created because of a 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 and the sponsor shall jointly own the IP. The university may, if it deems appropriate, enter into a separate agreement / contract with the sponsor for licensing the IP to it, which will specify payment of additional fees / royalty.
- iv. 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 any IP sharing



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#### 4. Evaluation and Management of IP

The IPR Cell, SRM University-AP is responsible for evaluating, protecting, marketing, licensing, and managing the IP generated at the university. The inventors of the IP shall provide all the necessary information to the IPR Cell to enable it to determine whether the university desires to own and manage the IP. An invention will typically be patented by the university if it has ultimate commercial motivation and viability, even if not in the immediate future. If the university decides not to own and manage the IP, it shall permit the inventor(s) to file patents and protect the IP on their own. However, the share of the university in revenue resulting to the employee / student from licensing such an IP will be determined as described in Section 9. In the case of patentable IP, it is essential that patent protection is filed before publication or disclosure in any other form in public domain of the patentable IP.

In case the contract / agreement / MOU with a sponsor specifies that the sponsor will manage the process of filing of patents and bear the associated costs, the inventors will provide information to the IPR Cell / Office of each such filing IP application. Details of the invention need not be provided in such cases in the interest of confidentiality, if so desired. Progress of the application through various stages, such as PCT, national phase, etc. will be informed to the IPR Cell / Office by the inventors as and when the inventors become aware of such progress.

#### 5. Registration of Patents / Copyrights

##### a) Filing of Applications in India

Inventors of the know how / designs / instruments / devices / processes / specimens and other such IP who want to get patent(s) for the patentable IPs are required to make an application for the same to the co-ordinator, IPR cell as per the procedure specified by the university at the time. In case a sponsor of the research leading to the IP has contractually undertaken the responsibility of filing of applications, the inventor may interact with the sponsor for the filing, after informing the IPR Cell / Office of the same. The inventor is required to keep the Cell / Office informed of the progress of the application as it goes through the various stages. The details of the application such as title, names of inventors, etc. must be provided, although the invention details need not be provided as long as the details are not public knowledge in the patenting process.

Inventor(s) are encouraged to file a provisional patent as soon as possible to protect their rights to the IP. As part of this process, a search report can also be obtained of existing patents that may relate to the key contributions of the proposed patent so as to assist the inventor(s) in their decision regarding filing of an application. If the inventor(s) can pay for the cost of provisional filing from

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inventor(s) in that country will be subject to the rules for sharing of revenue with the university that are applicable to the inventor(s) as per their employment/enrolment contracts. The inventor(s) may seek re-imbursement of the costs borne by them for protection of the IP in that country from the revenue prior to sharing with the university.

In case the patenting costs are borne by the sponsor of a research project as agreed upon in the contract/agreement, the IPR Cell only needs to be kept informed of the progress of the international patent application(s) through various phases such as PCT, national phases, etc. The sponsor may choose any legal firm of their choice for the filing. If the university takes up the filing, the inventor(s) are required to engage one of the legal firms identified by the university for filing from time to time.

## 6. Renewal of Patents

The university will pay the patent fees for the first seven years in all cases where the patent is taken by the university. If it is a joint patent with a sponsoring agency, the patenting costs may be equally shared. If the patent has been commercially exploited within the first seven years, the university shall pay the patent fees for the remaining period of the life of the patent. If the patent has not been commercially exploited within the first seven years, the university and the inventor(s) shall share the subsequent instalments of renewal fees on 50:50 basis. The inventor(s) are permitted to pay their share of the costs from their sponsored project or through their sponsored project fund or by personal financial resources. If the inventor does not show interest in such renewals, the university can either continue maintenance of the patent by paying the fees for its full term or withdraw application for patent protection at its discretion.

## 7. Confidentiality of IP

Every inventor in the group as well as everyone involved in the protection process shall not disclose the details of the IP to any person/organisation without prior written permission of the university.

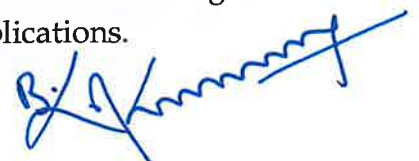
In case of thesis and other such written documents containing details of patentable IP, all measures to avoid attracting the public disclosure clause leading to denial of patent may be taken by inventors. It is best if the inventors make provisional patent filings before documenting the details of the IP in theses, papers, and other documents.

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- c) While copyrighting the thesis, it is the responsibility of the inventor to ensure that the contents do not violate any copyright rules. If any diagrams, tables and text are reproduced from other copyrighted work, prior permission is to be obtained by the inventors from the owner of the copyright document from where the material is taken.
- d) If information from some other sources is included, appropriate acknowledgement must be given to this source, as per copyright law.
- e) **Exceptions:**
- i. The ownership of the copyrights by the university in no way deprives the claims of the inventors/authors to publish the contributions in scholarly and intellectual work and their authority to improve, publish and propagate the work. When a journal that accepts a paper submitted by an employee/student requires copyright for the paper to be given to the institution before publishing the said paper, the employee/ student may do so.
  - ii. Students and research scholars may be allowed ownership of the copyrights to their works provided,
    - they do not result from works for which they had received financial or supervisory support of any form from or through the university.
    - the work does not include any material generated entirely or partially with the help of the university facility, ongoing research programme or the intellectual input of any employee of the university.

## 11. Publication based on IP

- a) Faculty members, scientific staff, research scholars and students disseminate their creative work through publications for which they generally have unrestricted freedom. Publications constitute only a part of the body of knowledge generated. The university policy is to encourage transfer and dissemination of knowledge in as complete a form as possible subjected to the following restrictions.
- i. In the case of publications based on externally sponsored work, permission from the sponsoring agency may sometimes be contractually required. The university's agreement with the sponsor usually requires that this permission may not be normally denied except so far as to protect any tangible IP, which may be of commercial value or of security interest to the sponsor, wherein the sponsor will act within a reasonable time to give the permission to publish.
  - ii. All publications based on sponsored project shall also acknowledge the sponsor's support for the work reported in the publications.



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any direct or third-party legal liability arising out of commercial exploitation of IP.

- iii. Any computer software developed and distributed by the university, either through public domain or commercially, shall have explicit disclaimer against any liability arising out of the use of software by any user.
- iv. The university shall retain the right to engage in any litigation concerning patents and license infringements.

**c) Conflict of Interest**

- i. 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 members have a stake in a licensee or potential licensee company, they are required to disclose to the university the stake they and/or their immediate family have in the company.
- ii. A license or an assignment of rights of any IP to a company in which the inventors have a stake shall be subject to the approval of the Coordinator of the IPR cell taking into consideration this fact.

**13. Dispute Resolution**

In case of any dispute regarding the IPR policy, the decision of the university shall be deemed final and binding.

**14. Jurisdiction**

As a policy, all agreements to be signed by the university will have the exclusive jurisdiction of the courts in Andhra Pradesh and shall be governed by appropriate laws in India. Exceptions to this may be allowed in certain cases by the university.

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**Registrar**

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**SRM UNIVERSITY-AP**  
**Andhra Pradesh-522 240**