

SRM UNIVERSITY - AP, ANDHRA PRADESH

SRMAP / Reg. Off / Policies / 05 / 2023-24

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INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY

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.

Intellectual property may result from research supported by the University or government departments or from research supported by industries or research organizations such as ISRO, DBT, DRDO, DST, SERB, BRNS etc. Intellectual property may also result from the research supported by University or Government organizations or Non-governmental organization or from industries or research organization, from overseas. Funded research may impose contractual obligations on the university with respect to ownership / licensing of intellectual property, which need to be agreed upon clearly and explicitly at the time of entering a contract. This document states the policy of the university with respect to protection, ownership and licensing of IP that is generated with or without external funding.

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 committee 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.



The rules apply for patents for inventions developed at SRM University-AP, Andhra Pradesh and for their commercial exploitation are given in ANNEXURE -1

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.
- c) Lay down a transparent administration system for the ownership, control and assignment of IPs and sharing of the revenues generated by the IPs generated and owned by the university.
- d) Commercialization of IPs generated by the faculty / scholars / students of the University.

2. Definitions

The meaning of terms in these rules are as given below unless the context requires otherwise.

- a) "Copyright" means the exclusive right granted by law for a certain period to an author to reproduce, print, publish and sell copies of his or her creative work.
- b) "Inventor" means any employee of the SRM University - AP, Andhra Pradesh and includes those on probation, employed on temporary basis either in the university and / or in projects as well as researchers (project associate, research associate or post-doctoral researcher), PhD research scholars or UG and PG students who are responsible for the creation of an IP using the facilities of the university.
- c) "VC" means the Vice Chancellor of SRM University - AP, Andhra Pradesh.
- d) "University" means SRM University - AP, Andhra Pradesh.
- e) "Intellectual Property" broadly includes any property generated out of intellectual effort of the inventor(s). It includes but is not limited to
 - i. New and useful scientific and technical advancement 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, software, creative, artistic and literary works teaching resource materials generated, records of research, etc., which are copyrightable.
 - iii. Trademarks, service marks, logos, etc.
- f) "IPR Committee" means the committee constituted by the Vice Chancellor from time to time to evaluate and make recommendations regarding IP related issues.



- g) "Patent" means a patent granted under the provisions of the Indian Patents Act, 1970.
- h) "Patentee" means the person for the time being entered on the Register of Patents kept under the Indian Patents Act, 2002 as the generator or proprietor of the patent.
- i) "Revenue" means any payment received from a third party as per an agreement by the university usually for legal use of an IP through a license.

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 that is generated, in its entirety and without any use of university resources, during the duration of the engagement in that organization. However, any revenue that is received by the employee / student subsequently while on duty at the university as royalty / fees for the IP generated as above shall be subject to the prevailing IPR revenue sharing norms of the university. IP developed by the said employee or student during this period without involvement of inventors who are employees or students of the university will be outside the purview of this policy. However, in case the IP so created by the employee / student, during the leave period as described above, is based in part or full-on prior IP developed at the university, the employee / student is required to inform the university and enable the university to enter into a licensing agreement with the organization in which the employee / student is temporarily engaged.

b) Copyrightable Works:

- i. Ownership of copyright of all copyrightable work, including books and publications, shall rest with the inventor 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.
- ii. The university shall be the owner of the copyright of work, including software, that has been created with significant use of university resources.
- iii. The university shall be the owner of the copyright on all teaching material developed as the part of any of the academic/distance learning programs of the university. However, the inventor(s) shall have the right to use the material in their professional capacity with the written consent of the university.

c) Trademark(s)/Service Mark(s):

Ownership of trademark(s), service mark(s) and logos created for the university shall be with the university.



In cases of all IP produced at the university, the university strongly desires to retain a non-exclusive, free, irrevocable license to copy/use the IP for teaching and research purposes only, consistent with confidentiality agreements entered into by the university, if any. This is to enable the university to benefit from IP created by its faculty members / staff and students for carrying out teaching and research functions.

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.

The IPR Committee will examine the IP application and will make specific recommendations regarding patentability / registration of the proposal by the university. The committee may seek the assistance of external experts for this purpose. In all these processes, the confidentiality of the IP shall be strictly ensured.

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

- (a) The funds of the research project resulting in the IP, or
- (b) Professional Development Allowance and Professional Development Fund of the inventor(s) with approval of the Vice Chancellor, or
- (c) Personal financial resources of the inventor(s),

then the permission for filing of provisional patent will be given automatically before evaluation of the application by the IPR Committee. In such cases, the technical details of the invention need not be provided to the IPR Cell at this stage in the interest of confidentiality. However, after due evaluation, if the university, decide not to manage the IP, the provisional application will lapse, unless the inventor(s) decide to take up the subsequent stages on their own. In such cases, the university will waive its rights to the ownership of the patent rights. If the university decides to jointly or fully own and manage the IP, it will bear all costs related to filing and protection after the date on which it decides to do so. In case the inventor(s) have paid for the provisional filing from personal financial resources, the costs will be reimbursed after the university decides to own and manage the IP.

IP- related information will either not be disclosed at all or be provided on a need-to-know basis to certain employees of the university. All university employees associated with any activity of the university shall treat all such IP-related information, which they may have access to as part of their official duties, as confidential. Such confidentiality shall be maintained till such time as required by the university or by the relevant contract, if any, between the university and concerned parties, unless such knowledge is in the public domain or is generally available to the public.

b) Filing of Applications in Foreign Countries

The university may consider requests for registration of patents in foreign countries based on the merit of the IP. Typically, the process to be followed in such cases is as follows: filing of a provisional application, detailed evaluation of the commercial potential of the IP in the countries proposed for filing, filing of PCT (Patent Cooperation Treaty) application in case such potential is present followed by national



phase filing in the selected countries. During the time prior the process reaches the national phase, the commercial potential will be continually assessed, and if at any time it appears that the commercial potential in a foreign country appears to be low, the university may decide to not file in that particular country. During this period, the inventor(s) are also encouraged to apply for financial support for international filing being provided by several ministries to public institutions. If the university decides not to file such a patent in any foreign country, the university shall assign the rights for the IP in that country to the inventor(s) and permit the inventor(s) to protect the IP in that country either on their own or in partnership with a sponsor. Any revenue accruing to the inventor(s) as a result of exploitation of the rights assigned to the 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-imbusement 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 up on 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.

8. Licensing of IP

The university, through its IPR Cell, its agents, or the inventor(s) may approach external agencies for licensing of IP owned by it. All agreements shall be signed by the Vice chancellor or Coordinator of the IPR Cell of the university and the inventor(s) of the IP being transferred, on behalf of the university.

In case of IP involving more than one inventor, a coordinator from among the inventor(s) shall be identified by the inventors for IP protection purposes. At this stage, all members of the group of inventors shall sign a revenue sharing agreement for the IP being transferred. This revenue sharing agreement may be modified at any time by mutual consent among the inventors and intimated to the Coordinator of the IPR Cell. Any conflict regarding revenue sharing among the inventors will be resolved by the university, which is binding on all the inventors of the IP.

9. Revenue sharing

- a) The revenue shall be divided among the inventors as per the prevailing IPR revenue sharing norms of the university at the time of signing of the agreement. In case the patent filing and registration costs for one or more countries are not borne by the university, the inventor can first deduct the costs incurred by the inventor in this regard as well as for maintenance of such patents from income accruing to the inventor from the commercial exploitation of the patent in those countries. Excess income beyond such recovered costs will be shared with the university as per the prevailing norms of the university. Any MoU signed by the university with the sponsoring agency based on which the IP is generated or with any patent filing organization may supersede the provision under this clause.
- b) The inventor(s) can start a new research project with the fund available to them from such revenue, i.e., the entire fund or a partial fund of the inventors' share can be put into a new research project or for further development on the patent topic or further research in a related area. On request by the inventor(s), the university will contribute an equal share, however, the maximum share of such contribution by the university will be limited to 50% of the revenue accruing to the university.

10. Exception in case of IP unrelated to official work

Inventor(s) may apply to the university for permission to patent/license know-how to organizations by themselves, when such IP is not related to the official duties and roles of the inventor in the university. Such IP will typically be in an

area totally unrelated to the professional expertise of the inventor for which the University has employed him/her. The IPR Committee will examine the proposal and recommend whether or not the request by the inventor(s) can be acceded to. If, on the recommendations of the committee, the VC of the University permits the inventor(s) to own/protect/license the IP independently, the inventors will be the sole beneficiary of all earnings from such IP and no amount therefrom will be payable by the inventor (s) to the university.

11. Copyright

- a) All Ph.D./Master's thesis are to be copyrighted with a copyright note: © SRM University - AP, All rights reserved. The technical reports a review works may also be copyrighted if the author wishes so.
- b) The author of a report may also request to copyright on behalf of the university, any other material such as UG project reports.
- 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.

12. Computer Software

- a) A computer software may be patented, copyrighted, or trademarked depending upon the IP Content. A computer software may be distributed by its inventor to researcher/faculty members/students in other institutions for research and

- teaching purpose only after obtaining appropriate undertaking from the recipient to the effect that it will not be used for commercial purposes nor will it be transferred to any other party without explicit permission of the inventor/university. This transfer does not liberate the software from IPR protection. The inventor may decide to put IPR protectable software on public domain in the spirit of dissemination of scientific knowledge or set standards or obtain scientific feedback from the users to advance the research. However, the inventor is encouraged to protect IP of such software as per the usual procedure.
- b) The legal and IPR restrictions by the suppliers of the software in the use of all software procured by the inventors shall be clearly understood and adhered to.
 - c) The university encourages incorporation of software without license restrictions in the research and development works undertaken by its employees/students since they do not restrict, constrain and impair the university's right to develop and distribute the R&D work.
 - d) Before copyright and patent for software ownership is sought for by inventor(s), the terms and conditions are to be settled with the owners of the copyright to the original software platforms based on which the new software may have been developed.

13. 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.
 - iii. All the contracted obligations must be adhered to by the inventors in the case of IP generated through sponsored work.
- b) In case of patentable IP, it is desirable to obtain the patent protection at least in the form of a provisional application before such an IP is either published or exchanged so that both academic and commercial value of the IP is protected.

- c) To protect the commercial value of an IP without affecting the exchange of information, a special confidentiality agreement may be signed between interacting parties before exchanging the information about any IP.

14. Agreements and Contracts

a) Agreement categories and authorized signatories

All agreement including but not limited to the following categories are to be approved by the university:

- i. Confidentiality Agreement, Classified Information Non - disclosure (specific) Agreement only to enable the university to ensure that the agreement does not render the university liable in any manner for breach of the agreement. Since such agreements often need to be entered into quickly to enable progress in collaboration/interaction, the university will respond promptly if the agreement is entirely between the external party and the employee or student and the university is not directly or indirectly made liable by the agreement in any manner. *(The template of the non-disclosure agreement is given in ANNEXURE 2 of this document)*
- ii. Revenue Sharing Agreement, Indemnity agreement.
- iii. Evaluation Agreement, Consultation Agreement, Research and Development Agreement (R &DA/ MOU)
- iv. Technology Transfer Agreement, License Agreement, IP assignment agreement
- v. Alternative Dispute Resolution Agreement

The VC acts as the final signing authority in all the above categories of agreements, except confidentiality agreement which may be signed by the inventor with the consent of the VC.

b) Infringements, Damages, Liability and Indemnity Insurance

- i. In any contract with the licensee, the university shall obtain indemnity from legal proceedings against the university including its employees, without limitation, due to reasons including but not limited to manufacturing defects, production problems, design guarantee, upgradation and debugging obligation.
- ii. Generally, the university shall obtain, through appropriate agreement, indemnification from the organization to which the IP is transferred, against 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.

15. Dispute Resolution

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

16. 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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ANNEXURE 1

RULES FOR APPLYING FOR PATENTS FOR INVENTIONS DEVELOPED AT SRM UNIVERSITY-AP, AND FOR THEIR COMMERCIAL EXPLOITATION

1. (i) These rules may be called the SRM University-AP, Andhra Pradesh Patent Rules.

(ii) These rules shall come into effect from the date of approval by the Governing Body, SRM University-AP, Andhra Pradesh.

2. In the university, faculty members are engaged in R&D work of considerable importance. Many of these R&D programmes lead to evolution of know-how, designs, instruments, devices and processes which can be commercially exploited either with or without the registration of a patent under the Patents Act. Such a commercial exploitation can be of considerable socio-economic benefit to the country. The university, therefore, encourages the transfer of such designs to organizations which can effectively utilize the same for commercial exploitation and, in return, would give appropriate quantum of funds to the university to partially support the R&D efforts. At the discretion of the individual/individuals who develop the know-how, the case for the registration of a patent under the Patent Act will be considered prior to its commercial exploitation. It is emphasized that the individual who evolves such know-how should, in consultation with other experts from within the University and outside, thoroughly assess the know-how and establish its technological soundness.

3. Registration of Patents:
 - (i) Employees (Faculty members / staffs / research scholar / students) of the university who evolve the know-how / designs / instruments / devices / processes and want to get patent(s) for the same and / or transfer them for commercial exploitation will be required to make an application for the same to the Coordinator of the IPR Cell through the Head of the Department / Centre where they are working.
 - (ii) The following information shall be, supplied, by the applicant along with his application:
 - (a) Specifications and other details of the know-how and areas of its commercial application.
 - (b) Names of the R&D team members who have developed the know-how / design / instrument / device / process, while identifying the Principal Investigator.



- (c) Whether he proposes to get a patent(s) for the know-how in the first instance and then transfer the same for commercial exploitation or vice versa.
(The decision of the Principal Investigator in the above matter will be treated as final)
- (d) Recommendations as to whether commercial exploitation may be arranged through the IPR cell or will be done directly.
- (e) List of industries, organizations (along with their full addresses) which are likely to be interested in taking up the know-how, etc.
- (f) Suggestions by the applicant regarding the type of agreement to be made with interested organizations for commercial exploitation. If an exclusive agreement is recommended, the reasons for the same should be recorded.
- (g) Whether the know-how is connected or not with the official duties of the applicant(s).
- (h) The extent to which the inventor has used the facilities provided by the University for the know-how.
- (i) Whether the applicant(s) has/have been specifically appointed for the development of the know-how.
4. On receipt of the application along with the above information, the Coordinator of the IPR cell will put it up to the IPR Committee.
5. The IPR Committee will examine the application and will make specific recommendations with regards to the following with full justifications: -
- Whether the invention should be patented and/or published and if yes, to be patented in whose name;
 - Whether it should not be patented; (already published as journal, conference papers or presented, publicized in common forum, obviousness and no novelty, conflict of interest, other infringement)
 - Whether the inventor may be permitted to take the patent(s) in their own name;
 - Prospects of its commercial exploitation;
 - Whether the transfer of the know-how will be through the IPR Cell or directly;
 - Recommend name(s) and address of the organization(s) which may be approached by the university for its commercial exploitation;
 - Recommend general terms for transfer such as exclusive/ non-exclusive licence, period of licence, minimum premium/ royalty etc.

- h) In case any member of the R&D team was specifically engaged for the development of the know-how, whether he should be paid any share from the earnings of know-how;
 - i) Any other recommendation.
6. After the committee has given its decision in the matter, the Coordinator of the IPR cell will implement the same. For commercial exploitation, they will approach the listed organizations for the transfer of know-how and get the agreed terms approved by the VC. The transfer deed will be signed by IPR Coordinator on behalf of the university. They will also arrange realization of premium/royalties as per the transfer agreement. Expenses on the registration of patents will be met from the Research & Development Fund in the first instance and, subsequently, be charged to the receipts from premium / royalty when received.
 7. The University will bear the patent fees for the first seven years in all cases. If the patent has been commercially exploited within the first seven years, it shall bear the patent fees also 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. If the inventor(s) do not show interest in such renewals, the university can withdraw its patent at its discretion.
 8. The university may consider requests for registration of patents in foreign countries, based on the merit of the inventions.
 9. If any applicant considers it necessary to obtain immediate protection for safeguarding the interest of the inventor, he may apply for a provisional patent at his own cost and risk and simultaneously apply for permission of the university as per the prescribed procedure. In case the university decides to get the patent in the name of the university, the expenses incurred by the applicant for obtaining the provisional patent will be reimbursed to him/her by the university.
 10. The member of the R&D team will not disclose the know-how to any person/organization without prior permission of the university.
 11. 30% of the profits accruing from the exploitation of patents taken out by the university shall be credited to the university's Research & Development fund. The balance 70% of the profits shall be divided equally among the inventors.

12. The share of the university will be credited to the Research and Development Fund. This fund may be utilized under six heads as approved by the Board of Governors in its ___ meeting on __ (day)_ (month)___ (Year). The relevant head for patents under -----(section) is Compensation for inventors for Inventions/patents in cases where remuneration is not paid otherwise as decided by the Chairman of the Board. A separate accounts sub-head will be maintained for this purpose.
13. (a) If the development of the know-how is not a part of the official duties of the applicant and no university facilities have been utilized by them for its development, they may apply to the university for permission to transfer the know-how to outside organizations on his own. The Coordinator of the IPR cell will constitute a specific committee to examine the application and recommend whether or not the request the staff member be acceded to. If on the recommendations of the Committee, the VC permits the faculty/staff member to transfer the know-how on his own, he will be the sole beneficiary of all earnings from such a transfer, and no amount there from will be payable by him to the Institute.
- (b) Till the university surrenders its interest, the "know-how" will be the joint property of the inventor and the university.
- A student will not be entitled to any share in the profits accruing from the exploitation of a patent, even if his work is a contributing factor if such work is in partial or complete fulfillment of the prescribed requirement of a degree awarded by the university.
- The university is, however, free to allow the student any share it considers appropriate. In case of any disputes, the Director's verdict shall be final.
14. If a know-how has emerged because of a consultancy project, the organization sponsoring the consultancy will generally be the Licensee. The university will, however, have the right to charge additional amounts for licensing.
15. All sanctions for patents and/or transfer of technical know-how accorded by the VC, in any financial year, will be reported to the Governing Body for their information at the close of the financial year.



ANNEXURE 2

PATENT / INVENTION NON-DISCLOSURE AGREEMENT

1. **THE PARTIES.** This Patent/Invention Non-Disclosure Agreement, hereinafter known as the "Agreement", is created on this ____ day of _____, 20____, between _____, hereinafter known as the "Disclosing Party", and _____, hereinafter known as the "Receiving Party".

The Disclosing Party and Receiving Party wish to discuss and exchange certain items and information related to business programs, products, applications, systems, components, technologies, and business topics (the "Invention") which the parties hereto consider highly confidential and proprietary.

NOW THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

2. TERMS & DEFINITIONS.

- a. "**Invention**" shall mean all information relating to business programs, products, applications, systems, components, technologies, and business topics.
- b. "**Confidential Information**" shall mean all information provided by Disclosing Party with respect to the Invention regardless of whether it is written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine-readable documents. Confidential Information shall also include all information related to the Invention provided by Disclosing Party to Receiving Party prior to the signing of this Agreement. Confidential Information shall not include any of the following:
 1. such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party;
 2. such information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from Disclosing Party; or
 3. such information which Receiving Party acquired after the time of disclosure from a third party who did not require Receiving Party to



hold the same in confidence and who did not acquire such technical information from Disclosing Party.

- c. **"Disclosing Party"** shall mean the party disclosing information to the other relating to the Invention.
- d. **"Receiving Party"** shall mean the party receiving information from the other relating to the Invention.

3. USE OF CONFIDENTIAL INFORMATION. The Receiving Party agrees to:

- a. receives and maintain the Confidential Information in confidence;
- b. examines the Confidential Information at its own expense;
- c. not to reproduce the Confidential Information or any part thereof without the express written consent of Disclosing Party;
- d. not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm, or corporation without the express written consent of Disclosing Party;
- e. limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to those officers and employees, if any, of the Receiving Party who have a need to know and an obligation to protect it;
- f. not use or utilize the Confidential Information without the express written consent of Disclosing Party;
- g. not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus, or device similar to any method, system, apparatus, or device embodied in the Confidential Information unless expressly authorized in writing by Disclosing Party; and
- h. utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the like.



4. RETURN OF CONFIDENTIAL INFORMATION.

All information provided by the Disclosing Party shall remain the property of the Disclosing Party. Receiving Party agrees to return all Confidential Information to Disclosing Party within 5 days of written demand by Disclosing Party. When the Receiving Party has finished reviewing the information provided by the Disclosing Party and has made a decision as to whether or not to work with the Disclosing Party, Receiving Party shall return all information to the Disclosing Party without retaining any copies.

5. ENFORCEMENT.

The Receiving Party acknowledges and agrees that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. The University shall be entitled to all remedies available at law.

6. NON-ASSIGNABLE.

This Agreement shall be non-assignable by the Receiving Party unless prior written consent of the Disclosing Party is received. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

7. TIME-PERIOD.

This Confidential Information that is shared may not be disclosed by the Receiving Party to any 3rd party unless the information has been made public or written permission has been given by the Disclosing Party.

8. GOVERNING LAW.

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions) shall be governed by and construed in accordance with the laws of the State of Andhra Pradesh, nevertheless any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any standard, custom or rule of law requiring construction against the draftsman.

9. NO LICENSE. Neither party does, by virtue of disclosure of the Confidential Information, grant, either expressly or by implication, estoppel or otherwise, any right or license to any patent, trade secret, invention, trademark, copyright, or other intellectual property right.

10. BINDING NATURE. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

11. SEVERABILITY. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

12. ENTIRE AGREEMENT. This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

Disclosing Party's Signature _____ **Date** _____

Name _____

Receiving Party's Signature _____ **Date** _____

Name _____

