

INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY

GAUTAM BUDDHA UNIVERSITY



INTELLECTUAL PROPERTY RIGHTS CELL

GAUTAM BUDDHA UNIVERSITY

GREATER NOIDA

AUGUST 2020

TABLE OF CONTENTS

S.No.	CONTENT	PAGE NO.
1.	Objectives	3
2.	Activities of the IPR Cell	3
3.	Guidelines	4
4.	Ownership of Intellectual Property Right	4-6
5.	IPR Administration	6-8
6.	Evaluation and Management of IP	8-10
7.	Registration of Patents and Copy Rights	10-12
8.	IPR Agreements and Contracts	12-14
9.	Revenue Sharing	15
10.	Consultancy	15
11.	Conflict of Interest	15
12.	Dispute Resolution	15
13.	Amendments to the IPR Policy	15
14.	Jurisdiction	16

Intellectual Property Rights (IPR) Policy, Gautam Buddha University

An Intellectual Property Rights (IPR) facilitating cell of University, an interface between the faculty and the Patent Information Centre (PIC), CST, UP and Patent Office shall guide and help the faculty and students of Gautam Buddha University in patentability assessment and apply for patents/copyright/trademark/design applications.

Intellectual Property Rights Policy of the Gautam Buddha University (GBU) (hereinafter referred as the University) aims to guide academic and non-academic staff, students, scholars, and outside agencies on the practices and the rules of the University regarding intellectual property rights (IPR) and obligations which include the nature of the intellectual property (IP), its ownership, exploitation, technology, transfer, and confidentiality requirements.

1. OBJECTIVES

Training, Awareness & Protection of IPRs

1. To create awareness amongst potential researchers of the University (students/faculty members) on basics of IPRs, especially patents & copyrights (if necessary with the help of PIC)
2. To encourage the students, faculty members, and innovators to carry out patent searches in-house or at PIC and fine-tune their research objectives.
3. To facilitate the filing of IPs through their timely clearance with Patent facilitating Centre TIFAC/NRDC/patent attorney/patent agents/MHRD, etc., and forwarding to the Patent Office.
4. To bridge between the University and Patent Information Centre, CST, UP, and Patent Office.

2. ACTIVITIES OF IPR CELL

1. To conduct workshops, lectures/seminars on IP-related issues, and contemporary topics of discussion.
2. To organize group meetings/ lectures in different departments for IPR awareness & understanding with the support of PIC officials.
3. To take an IPR audit of the research program.
4. To facilitate IP management.
5. To assess the proposals for Patent and scrutinize them through patent search.

3. GUIDELINES

- 1.** This policy applies to all the University Personnel – faculty, staff, research scholars, students, and other related stakeholders of University.
- 2.** IPR Policy of University is to be followed in all matters related to IP at the University. The University's IPR cell is the nodal agency for processing all the IPR related matters of University addressed in this policy. IPR related matters include any intellectual property generated from the intellectual effort of the creator, who is employed temporarily or permanently at University or studying at University or working in association with the University.
- 3.** The Chairman /Coordinator of IPR cell shall address such specific cases by using this IPR policy document as the guideline.
- 4.** University personnel is entitled to decide that the results of any research undertaken by them in the course of their employment/engagement with the University shall be disseminated through University publications or disclosed as they wish following a standard academic practice. However, the concerned stakeholder should be aware of the various Intellectual Properties that get created in the course of their research and teaching. They should be aware of the potential commercial values in terms of increased productiveness or breakthrough development/inventions and creative activities as a means of effective communication and dissemination.

4. OWNERSHIP OF INTELLECTUAL PROPERTY

4.1. Invention(s), Design(s), Integrated Circuit Layout designs, Plant Varieties, Geographical Indications (GI) and other creative work(s)

4.1.1. The University shall be the owner of all invention(s) including software, design, integrated circuit layout designs (IC), Plant varieties, and Geographical indications (GI) created by a team of the University.

4.1.2 Invention including software, design, and integrated circuit layout designs, plant varieties, and geographical indications created by the faculty/students/staff without using the University resources shall be owned by the Inventor (s).

4.1.3 For invention(s) including software, design, integrated circuit layouts, plant varieties, and geographical indications produced during the course of sponsored or collaborative activity, specific provisions related to IP made in contracts governing the collaborative activities shall determine IP ownership.

4.1.4 It is mandatory for University personnel entering MoU with external Institution/Industry /Outside agency to seek the prior approval of the MoU's IPR component with the competent authority through IPR Cell.

4.1.5. The IP created without using University resources by University personnel, who is on sabbatical or other forms of extended leave, or who is permitted by the University to be engaged in an outside organization, is to be permitted to directly negotiate with the organization the terms of IPR sharing that is generated during the duration of engagement in that organization. It is mandatory for the University personnel to declare whether the IPR so generated is based on the prior work done at University or solely carried out during the leave period.

4.2. Copyrights

4.2.1. The University will not own the rights in copyrightable works such as books, articles, monographs, lectures, speeches, and other communications produced by the staff in the course of research and teaching using University resources. Ownership of the copyright of all copyrightable work shall rest with the author(s) with the following exceptions:

- i. If the work is produced during the course of sponsored or collaborative activity, specific provisions related to IP, made in guidelines of sponsoring agency or contracts governing such activity, shall determine the ownership of IP.
- ii. The University reserve the right to demand assignment of the copyright in whole or in part of the copyright of work, including software created by the University personnel with the use of University resources.
- iii. The University shall be the copyright owner on all teaching materials/books/book chapters/monographs developed by the faculty as a part of any of the academic programs at the University. However, the authors shall have the right to use the material in her/his professional capacity. As the traditional exception, the University shall not claim ownership of the copyright on books and publications authored by the University personnel.

4.2.2. The student /scholar and his/her supervisor(s) will jointly have the ownership of the copyright in the thesis/dissertation/project report written by a student/scholar.

4.2.3. Where copyright has not been assigned to the University, the University will be entitled to a non-exclusive, non-transferable license to use the work within the University for non-commercial educational and research purposes or to possess a limited number of copies for such purpose, whichever is relevant.

4.2.4. Any copyrightable work generated as a work for hire will belong to the University as per the terms of the agreement.

4.3 Patents

This section refers to intellectual property that is patent-able or protectable by confidentiality agreements.

4.3.1 The creator(s) of intellectual property shall retain their right to be identified as Inventor (s).

4.3.2 The student(s), his/her supervisor(s), and the research collaborators at the University level as well inter-university/institute level will jointly be "inventors" of the Patent.

4.3.3 The University will be the applicant. The University will require to be assigned to it such intellectual property as is created by the inventors through the use of University-supported resources. In this case, the University will take steps to commercialize the IP through patenting or agreements. Where a patent is applied for, the inventors shall agree to maintain all relevant details of intellectual property secret and confidential until the patent application is filed. In the case of protection through confidentiality, the same information will be kept secret and confidential as long as the intellectual property has commercial value. The Inventor shall furnish such additional information and execute such documents from time to time as may be reasonably requested for adequate protection and maintenance of the University's proprietary rights in the intellectual property.

4.3.4 The inventors of University-owned intellectual property shall retain their right to be identified as such.

4.4 Trade Marks(s) / Service Mark(s):

The ownership of the trademark(s)/ Service Marks(s)/ Logos created for the University shall rest with the University. In cases of all IP produced at the University, the University shall retain a non-exclusive, free, irrevocable license to copy/ use IP for teaching and research activities, consistent with the confidentiality agreement(s) entered into by the University.

4.5 Exception to IPR ownership:

The conditions relating exception to IPR ownership of University will be decided on a case-to-case basis within the broad framework of IPR policy of University. University reserves the right to apply for IP protection in India / throughout the world / specific countries for suitable protection of the IP generated.

4.7 Non-exclusive, free and irrecoverable use of IPs by the University:

Unless otherwise explicitly defined and agreed upon, the University retains the non-exclusive, free, and irrecoverable license to copy/use all IPs for teaching and research purposes only, consistent with confidentiality agreement entered into by the University.

5. IPR ADMINISTRATION

5.1 This policy shall apply to all the University personnel, as well as non-University personnel associated with any activity of the University such as, but not limited to outcomes of research, consultancy or Continuing Education Programs, and covers different classes of Intellectual

Property - Patents, Designs, Trade Marks/Service marks, Copyright, Integrated Circuits Layout Designs, Plant varieties, Geographical Indications, Trade Secret and undisclosed Information.

5.2 Disclosure

University encourages timely disclosure of all potential IP / Inventions / Innovations generated (conceived or reduced to practice in whole or in part) by members of the faculty or staff including research staff, doctoral students, students, and visiting scholars) of the University in the course of their University related activities. When the inventors believe that they have generated patent-able or commercialize-able intellectual property using University -supported resources, they shall report it promptly in writing along with relevant documents, data, and information, to the University through the appropriate authority using the Invention Disclosure Form of the University.

Disclosure is a critical part of the IP protection process for claiming the inventor-ship. The information shall constitute a complete disclosure of the nature, particulars and other details of the intellectual property, identification of all persons who constitute the Inventor (s) of the property, and a statement of whether the Inventor believes he or she owns the right to the Intellectual property disclosed, or not, with reasons. Where there are different inventors of components that make up a system, the individual inventors and their contributions must be identified and treated separately.

In the case of the sponsored or collaborative work, the provisions of the contract pertaining to disclosure of the creative work are applied. The Inventor (s) shall assign the rights of the disclosed invention to the University by disclosure.

All such disclosures shall be treated confidentially.

5.3 Confidentiality

All University personnel and non-University personnel associated with any activity of the University shall treat all IP-related information disclosed to the IPR Cell 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:

- i. The amount of information given to prospective licensees before the signing of any confidentiality or secrecy agreement should, in no case, exceed or fall outside, set out in the Technology Profile Form for any particular intellectual property.

- ii. When a third party is interested in commercializing an item of intellectual property on offer after inspecting the relevant Technology Profile, they may apply on the prescribed form and with the deposition of the required fee for the 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.
- iii. Third parties must obtain express authorization writing from the University to commercialize/exploit the intellectual property. Confidentiality agreements will continue in force even if the commercialization process is aborted at any stage. However, it is recommended that no disclosure be made if there is any doubt about the commercialization process's outcome.
- iv. If running royalties are to accrue to the University and the creator, the licensees must be bound by their contract to take adequate measures to protect that matter from becoming known to others through the licensee's practice and thereby made available to others whose activities may adversely affect royalty returns.
- v. Access to areas where University-owned intellectual property, including confidential information, is made available, seen or used, and confidential documents, records are to be limited only to those who are creators or are bound by confidentiality agreements.
- vi. Creators and University personnel must take care not to disclose confidential details of University-owned intellectual property in their publications, speeches, or other communications.

6. EVALUATION AND MANAGEMENT OF IP

“Inventor” means any employee of Gautam Buddha University (University) directly or indirectly associated and includes those faculty members, his/her research team members, and other graduate/postgraduate students, innovators enrolled in any full time or part-time academic program of the University.

6.1. The Inventor who wishes to file an IP application would submit an abstract and duly filled Invention Disclosure Form.

6.2 The IPR Cell shall within 15 days examine the IP application(s), duly filled in Invention Disclosure Form, received.

6.2.1 The IPR Cell shall seek the assistance of TIFAC, NRDC, Patent Information Centre UP, etc., having expertise in the field of the invention for the patentability assessment and filing. In all these endeavors, the confidentiality of the IP shall be strictly ensured. The inventors of IP shall provide all the necessary information to IPR Cell.

6.2.2 Otherwise, the Inventor shall seek permission for filing the provisional/complete specifications patent on their own. The Inventor (s) shall ensure compliance with the IPR Policy of University. In such cases also, the University will be the applicant.

Inventor(s) filing provisional Patent on their own can source the financial support from a) their existing project grants, and b) personal financial resources of the Inventor (s) and carry out the

process of prior art search and patentability of the invention. The Patentability Assessment report shall be submitted to the IPR cell within one month of filing provisional Patent.

6.3 (i) Where the University wishes to own and commercialize the intellectual property

In this case, the University will take steps to commercialize the property through patenting or confidentiality. Where a patent is applied for, the Inventor (s) shall agree to maintain all relevant details of intellectual property secret and confidential until the patent application is filed. In the case of protection through confidentiality, the same information will be kept secret and confidential. The Inventor shall furnish such additional information and execute such documents from time to time as may be reasonably requested for adequate protection and maintenance of proprietary rights of the University in the intellectual property.

6.3 (ii) Where the University is unwilling to manage or commercialize the intellectual property

In the event, the University does not desire to file the Patent and manage the IP, it shall permit the Inventor (s) to file Patent. Inventor (s) can protect the IP on their own, confirming to the IPR policy of University. However, the University shall be the applicant. The Inventor shall inform the progress of IPR application through various stages to the IPR Cell.

The University will have no liability to keep the information secret and confidential if the intellectual property subsequently either comes into the public domain or is commercialized otherwise.

The University will be entitled to a non-exclusive, non-transferable license to use the work within the University for non-commercial educational and research purposes.

6.3 (iii) Where the ownership of the intellectual property is in doubt.

In all such cases, the issue of ownership shall be referred by the University Intellectual Property Committee to an Arbitration Committee constituted by the competent authority of the University. The Arbitration Committee must communicate its decision on the matter to the creators within one month of the referral of the issue to the Committee. The decision of the Arbitration Committee will be final and binding on the Inventor (s) and the University.

6.4 Guidelines for collaborative research with Industry participation

The Collaborative R&D Projects will include research collaboration of faculty partially funded by industry or supplemented by the University or by a Government R&D funding agency. These projects can be for upscaling & validation of lab level know-how or for technology development.

Robust and broad guidelines will be formulated by the University to facilitate collaborative R & D with industry and technology transfer. These will include:

- The cost involved in project and technology transfer
- Permissions required by the PI for collaborative research with industry and technology transfer and authorized signatories for the same,
- Modalities of IP protection and its maintenance,
- Source of the funds required for IP protection and maintenance,
- The terms and conditions of MOA for collaborative R&D
- Ownership of the patents, if any, generated out of the collaborative research

7.REGISTRATION OF PATENT/ COPYRIGHTS

- 7.1 The University will file the IP or may get the Patent filed through funding agencies such as DBT, MHRD, NRDC, DST (TIFAC), etc., on a case by case basis.
- 7.2 Any work sought to be filed for IPR by a faculty member along with his/her team members arising out of R&D work done at the University will be required to be filed in joint names as inventors.
- 7.3 If the IPR is a result of funds sponsored by an outside agency, then the IPR will be shared between University and the sponsoring agency on a case by case basis, as per MOU/ Agreement/ Undertaking between University and the outside agency.
- 7.4 In case the contract/ agreement/ MoU with a sponsor specifies that the sponsor shall manage the process of filing the Patent and bear the associated costs, the Inventor shall ensure compliance of IPR Policy of University and provide information to the IPR Cell of University of each such filing/ application. The details of the invention need not be provided in such cases in the interest of confidentiality if so desired. However, the progress of IPR application through various stages shall be informed to the IPR Cell by the Inventor (s).
- 7.5 In all cases, the revenue accrued shall be shared between the University and stakeholders as per the revenue sharing norms of IPR Policy of University.

7.6 Filing of Application in India

7.6.1. Inventor(s) of the know-how/ design/ instrument/ plant varieties/ Geographical Indications /devices/ processes/ specimens/ and other such IP, who want to get Patent (s)/copyrights for the IPs are required to make an appropriate application in the Invention Disclosure Form for the purpose, to the IPR Cell.

7.6.2. Inventor(s) are encouraged to file provisional Patent as soon as feasible to protect their rights to IP. The Patent filing application must be submitted in the prescribed form for evaluation of the IP by IPR Cell.

7.6.2.1 The IPR Cell shall seek the assistance of TIFAC, NRDC, Patent Information Centre, UP, etc., having expertise in the field of the invention for the patentability assessment and filing. In

all these endeavors, the confidentiality of the IP shall be strictly ensured. The inventors of IP shall provide all the necessary information to IPR Cell.

7.6.2.2 Otherwise, the Inventor shall seek permission for filing the provisional/complete specifications patent on their own. The Inventor (s) shall ensure compliance with the IPR Policy of University. The University will be the applicant.

Inventor(s) filing provisional Patent on their own can source the financial support from a) their existing project grants, and b) personal financial resources of the Inventor (s) and carry out the process of prior art search and patentability of the invention. The Patentability Assessment report shall be submitted to the IPR cell within one month of filing provisional Patent.

7.6.3. In cases (7.6.2.2) where the Inventor (s) after due approval is filing Patent on their own, if the University agrees, after due evaluation process of Patentability Assessment, to manage the IP of provisional Patent filed, complete specifications patent application shall be filed by IPR Cell of University. University shall bear all the cost of filing and protecting as per the Ownership of IP after the date on which it decides to do so.

7.6.4 In case the University decides after due evaluation process not to manage the IP of provisional Patent, then the Inventor is free to take up subsequent stages of Patent on their own. The Inventor (s) shall ensure compliance with the IPR Policy of University. If the University at a later stage, decides to manage the IP filed by the Inventor (s), the expenses towards patent filing shall be reimbursed.

7.6.5. In case, a sponsor of the research leading to the IP has taken up the responsibility of filing the IP application, as per the MOU/contract, the Inventor may interact with the sponsor for the filing of IPR application after duly informing IPR Cell of the same. The Inventor (s) is required to keep the IPR Cell informed of the progress of the application as it goes through various phases. The Inventor (s) shall ensure compliance with the IPR Policy of University.

7.7 Filing of Application in Foreign Countries:

7.7.1. University may consider requests for registration of Patents in foreign countries, based on the merit of the IP. The inventors shall submit a patent application to IPR Cell and the justification for filing international Patents in proposed countries.

7.7.1.1 Inventor shall carry out the evaluation of the commercial potential of such IP in the proposed countries and defend the need for IP filing to an expert panel constituted by IPR Cell. On the recommendation of the expert panel, University will file the IP. The commercial potential of the patents shall be continually assessed. If the potential to file the Patent in a foreign country appears to be low at any time, University shall not file in that particular country.

7.7.1.2 Otherwise, the Inventor shall seek permission for filing the Patent on their own. The Inventor (s) shall ensure compliance with the IPR Policy of University. The Inventor shall carry out the evaluation of the commercial potential of such IP in the proposed countries and defend the need for IP filing to an expert panel constituted by IPR Cell.

7.7.2. Inventor(s) are encouraged to apply for financial support for filing international Patents from various ministries and funding agencies. In case University decides not to file such a patent in a

foreign country, University shall assign the rights for the IP to the inventors in that country to protect the IP either on their own or in partnership with a sponsor.

7.7.3. Any revenue accruing by the exploitation of IP shall be shared between the inventors(s) and University as per the contractual terms/ MoU/ other specific agreement between the Inventor, sponsor, and the University. In the absence of any such agreement, the revenue sharing scheme shall be arrived at by IPR Cell within the guidelines of the IPR policy of University.

7.8 Renewal of IP Rights

7.8.1. University shall pay the patent fee for the first seven years in all cases where University takes Patent.

7.8.2. For joint Patent with sponsoring agency, University shall share the cost of Patent equally or as per the mutual agreement entered into before filing of Patent.

7.8.3. In the case of University supported patents, if the patents were commercially exploited within seven years, and if the revenue gained by University exceeds considerably the cost of maintaining the Patent, then University shall pay the patent renewal fee for the remaining life period of the Patent.

7.8.4. If the Patent is not commercially exploited in the first seven years, University and the inventors shall share subsequent patent fees on a 50:50 basis.

7.8.5. If the Inventor is not interested in renewing the Patent beyond seven years by paying 50% cost, University shall decide on either renewal of the Patent or withdraw the application for patent protection at its discretion.

7.8.6. In the event, the patents are being discontinued by University and other applicant(s), if any, and the inventors are not interested in pursuing further, University reserves the right to surrender the Patent to the Controller of Patent, Government of India or take any other appropriate decision.

8. IPR AGREEMENTS AND CONTRACTS

8.1. Agreement categories and authorized signatories.

All agreements including but not limited to the following categories are to be approved by the University

- a) Confidentiality Agreement, Classified Information Non-disclosure (specific) Agreement. University shall not be liable in any manner for the breach of the agreement.
- b) Revenue sharing agreement
- c) Indemnity agreement
- d) Evaluation Agreement
- e) Consultation Agreement
- f) Memorandum of Understanding involving IPR issues

- g) Research and Development Agreement
- h) Technology Transfer Agreement
- i) License Agreement
- j) IP assignment agreement
- k) Alternative Dispute Resolution Agreement

Registrar shall act as the final signing authority in all the categories of agreements listed above. IPR Cell shall facilitate the process of framing such agreements.

8.2 Licensing Types

In certain cases, University might use a third party's services for licensing the technology developed, under mutually agreed terms and conditions with such party, within the framework of the IPR Policy of University. The type of license provided will depend on the nature of the invention/ innovation. Under certain exceptions, University might consider exclusive licensing. In case of platform-wide use of inventions/ innovations and or where significant resources/effort have to be invested by the licensee in using the IP, the University might consider providing an application or region-specific or full-scale exclusive license.

Due diligence, not limited to the business plan, business model, milestones, and usage plan of the IP in discussion and other relevant information as required, would be undertaken to determine the type of licensing to be provided.

Licenses are provided to a company and not to an individual.

The license may be limited to that particular IP in discussion and not to its enhancements or modifications. Licenses provided are subject to periodic review, including the working status and accessibility/ availability of the IP used. Based on the review of the licensing activities, University reserves the right to extend, modify, or terminate the type of existing license provided.

8.3. License Exemption Conditions

In case of both the Inventor (s) and external party(ies) requesting for the license of the same University owned IP at the same time, preference for licensing may be provided to the Inventor (s) based on the nature of technology amongst other considerations.

Irrespective of the license provided, University retains the right for research exemption and experimental use for patents, design rights, and under fair use of copyrights and trademarks on University-wide, perpetual license towards its fundamental objective of academics and enhancing research. This will include the right to publish, use of technical data, the method, product, and related services that have resulted from earlier research, which has been licensed for the activities mentioned earlier.

In the case of inventions by its faculty/students/research scholars / other University Personnel under lien/sabbatical/visit/internship, University exercises the right to the access of such IP created for the sole purpose of academic work and research under research exemption and fair use, being

conducted within its jurisdiction. The stakeholders are encouraged to disclose the invention through appropriate Invention Disclosure Form (IDF) of such developments during their external stay.

8.4. Technology License /Transfer Options

University recognizes the inventor(s) / Creator(s) as a critical component for the successful commercialization process. University shall use the following options to utilize the IP generated. Licensing may be made either directly to third parties or through incubation or through licensing agents. It is emphasized that the IP generated shall be preferably licensed and not assigned. In the case of assigned IPs, the University reserves its march-in rights. Any licensing done by University will be on an as-is-where-is basis.

8.4.1. Technology licensing

Technology Licensing would be as per the current policy. The revenues earned by University shall be shared with the Inventor (s) in a 40:60 ratio after deducting the relevant expenses and overhead charges as detailed in the Licensing Conditions and Inventor Agreement. In the case of multiple University inventors, the default inventors' royalty share is done on an equal basis in the absence of an alternate revenue-sharing agreement among them prior to licensing the IP. Salient features of the licensing include the following:

- The preferred mode is Non-Exclusive licensing.
- Exceptions to this will be based on a prior agreement entered into by the Inventor and the project funding agency with the IPR Committee's approval.
- All exclusive licenses shall be subjected to periodic review of license not limiting to usage status, application, or region-specific, royalty generation for continuing such license agreement.
- For IP involving multiple inventors, a No-objection Certificate (NoC) from all the inventors concerned is a necessity for an exclusive license to be considered. In the absence of NoCs from all concerned, a non-exclusive license ONLY will be provided to the requester(s).

8.5. Infringements, Damages, Liability and Indemnity Insurance

In any contract between the licensee and University, University shall seek indemnity from any legal proceedings, including without limitation manufacturing defects, production problems, design guarantee, upgrades, debug obligations, and the content created. The policy also supports the need to indemnify University personnel built into the license agreements for sponsored research and consultative work. University shall seek appropriate agreement indemnification from the organization to which IP is transferred, against any direct or third party liability arising out of commercial exploitation of IP. University shall have an explicit disclaimer against any liability arising out of the use of computer software developed and distributed by the University either through public domain or commercially. University shall retain the right to engage in any litigation concerning its IP and license infringements.

9. REVENUE SHARING

- With prior approval of University (through IPR Cell), Inventor (s) should take the necessary steps to commercialize technology/material developed.
- The revenue shall be divided among the Inventor (s) as per the prevailing IPR revenue sharing norms of the University at the time of entering into the agreement. IPR Cell shall levy 10% of gross income generated from IPR as IPR cell facilitation charges, which will be utilized for the IPR Cell activities.
- Net revenue to be shared among the stakeholders shall be arrived after deducting the cost of filing the Patent, its maintenance, and other related expenses borne by the University and the inventors, duly approved by the IPR cell.

9.1 Revenue Sharing Scheme:

Net revenue from the commercialization of IP owned by University would be shared as follows:

1. The Inventor (s)/ Creator(s) share would be declared as and when revenues are received, and disbursement will be made to the Inventor (s)/ Creator(s), or to the legal heir inventor(s)/ Creator(s) associated with the University at that time.
2. The revenue sharing ratio between University and the inventor(s)/creator(s) shall be fixed at 40:60.
3. Where applicable, the MoU/ Contractual terms/ Agreement/ entered into on the ratio of revenue sharing before the generation of IP with the knowledge and approval of IPR cell shall supersede the above.

10. CONSULTANCY

The IPR cell of the University will provide necessary consultancy services to interested R&D organizations/academia and industries on a chargeable basis as decided by the competent authority from time to time.

11. CONFLICT OF INTEREST

The Inventor (s) are required to disclose the potential conflict of interest while undertaking any IP related activity. If the Inventor (s) or their immediate family have a stake in a licensee or potential licensee company, they must disclose the stake they or their immediate family have in the company. A University license to a company in which the inventors also have a stake and management role shall be subject to the approval of the competent authority taking the above consideration into fact. All University Personnel shall be bound by the conflict of interest related policy/guidelines of University as applicable from time to time.

12. DISPUTE RESOLUTION

The disputes between University and the inventors regarding the implementation of the IP policy will be resolved by arbitration. Both parties will nominate the arbiter.

13. AMENDMENTS TO THE IPR POLICY

Due to the evolving nature of National IPR Policy, University reserves the right to change/ amend/ modify the IPR policy from time to time to suit the emergent needs.

14. JURISDICTION

All agreements to be signed by University will have the jurisdiction of the court as per the provisions of the country's existing law.