

Intellectual Property Rights Policy



SARVAJANIK
UNIVERSITY

INCLUSIVE | INTEGRATED | INNOVATIVE

Table of Content

Sr.No	Content	Page No.
1	Preamble	2
2	Objectives	2
3	Types of IP	3
4	Definitions	3
5	Patent	6
6	Copyright	6
7	Trade and Service Marks	7
8	Inventor/Author/Ownership	7
9	Third-party Ownership	8
10	Renewal of IP rights	8
11	Disclosures, Confidentiality and Assignment of Rights	9
12	Evaluation of Intellectual Property	9
13	Maintenance of IP	9
14	Commercialization	10
15	Infringement, Damages, Liabilities and Indemnity/ Insurance	10
16	Fees	10
17	Transfer of Intellectual Property	11
18	Revenue Sharing	11
19	Powers to amend IPR Policy	12
20	Responsibility to Create/Amend Procedure & Processes for Implementation of IPR Policy	12
21	Conflict of interest	12
22	Dispute Resolution	12
23	Jurisdiction	13
24	Intellectual Property Rights Committee (IPRC) and its Role	13
25	Annexure – 01	
26	Annexure – 02	
27	Annexure – 03	
28	Annexure – 04	
29	Annexure – 05	
30	Ph.D. Thesis Non-Exclusive License to Sarvajanik University	

1. Preamble:

Intellectual Property (IP) is a crucial asset in today's knowledge-driven world, driving innovation, creativity, and economic growth. Sarvajanic University is committed to protecting and managing intellectual assets to advance research, academic excellence, and societal development. Aligned with the World Intellectual Property Organization (WIPO) framework and India's National IPR Policy, this policy establishes a structured approach to IP creation, ownership, protection, and commercialization. It aims to foster collaboration between academia, industry, and government while ensuring a balance between innovation and public benefit.

IP at Sarvajanic University includes inventions, designs, algorithms, software, teaching materials, and publications, documented in various forms such as research articles, books, theses, and project reports. Protection is granted through copyrights, patents, trademarks, or design registrations, depending on the type of IP. As a research-driven institution, Sarvajanic University encourages faculty and students to engage in innovative research and disseminate their findings. With a growing body of IP, the university seeks to safeguard the rights of its creators while ensuring that faculty, students, and the institution benefit from their contributions.

2. Objectives:

The Intellectual Property (IP) Policy aims to establish a structured framework for the creation, protection, management, and commercialization of intellectual assets within the university. The key objectives of this policy are:

- To encourage faculty, researchers, students, and staff to engage in innovative research and creative activities.
- To foster a culture of intellectual curiosity and problem-solving that contributes to societal and technological advancement.
- To establish clear guidelines on IP ownership, considering contributions from individuals, university support, and external collaborators.
- To ensure fair and transparent mechanisms for benefit-sharing from university-generated intellectual property.
- To support the filing of patents, copyrights, trademarks, and other forms of IP protection.
- To promote technology transfer, industry partnerships, and commercialization of university-generated innovations.
- To align with national and international IP laws, including **WIPO guidelines** and **India's National IPR Policy**.
- To promote ethical research practices, ensuring that IP creation respects academic integrity and societal values.
- To balance the protection of IP with the need for knowledge sharing, open access, and public benefit.
- To facilitate licensing models that promote accessibility to university-generated innovations.

- To conduct training programs, workshops, and awareness initiatives on IP rights and responsibilities.
- To equip students and faculty with the knowledge and skills to navigate the IP ecosystem effectively.
- To establish fair and transparent processes for resolving conflicts related to IP ownership, licensing, and commercialization.
- To promote mediation and arbitration to ensure amicable settlements.

By implementing this policy, the university seeks to create an environment where innovation thrives, knowledge is shared responsibly, and intellectual contributions are recognized and rewarded.

3. Types of IP:

The intellectual properties can be broadly listed as:

1. Patent
2. Copyright
3. Trade/Service Marks
4. Industrial Design
5. Traditional Knowledge
6. Geographical Indication
7. Bio-Diversity

4. Definitions:

In this document, the following definitions shall apply,

- a) “Applicant” means to an individual/ group of inventors/university, who owns the rights to the IP generated/ developed and marks a formal application before an IP office for grant of the respective rights such as Patent, Industrial Design, Copyrights, Trade Marks, Geographical Indication etc. The university is usually the applicant for all IP generated/ developed by its stakeholders, viz. faculty, staff and students etc.
- b) “Assignee” means to a person or an organization, like the university to whom ownership right(s) to the IP are transferred.
- c) “Assignment” means to the act of transferring the ownership rights, including the title and interest in the IP generated/developed. Under this IP policy all university personnel by their engagement with the university, assign or transfer ownership rights to the university.
- d) “Commercialization” means to the various activities, process, and steps undertaken by the Licensee, under the term of the Technology Licensing Agreement, to put the Technology/Invention/IP to commercial use, in term of sale, internal use etc. that results in financial, commercial, economic, or any other material benefit to the Licensee. The terms of the licensing agreement will specify the compensation to be

paid by the licensee to the university (the licensor) and such compensation would include a one-time lump sum technology transfer fee, as well as deferred royalty payments. In addition, the licensee may also offer a certain equity in the start-up venture to the university, on terms to be mutually discussed and negotiated.

- e) “Copyright”¹ means it is the exclusive legal right given to the creator to print, publish, perform, film, record, or commercialise the literary, artistic or musical work.
- f) “Design”² means the features of shape, configuration, pattern or composition of colours and lines or their combination applied by an industrial process (manual, mechanical or chemical) to any two/three dimensional article/object which is judged solely by the eyes and does not include any trade mark or artistic work.
- g) “Employee’s obligations to the University” means work carried out by a member as part of deliverables expected of him/her as part of employment or studies. This includes research, teaching, administration, or service to the university.
- h) “Faculty” means the teaching staff members of Sarvajanik University.
- i) “Incidental Inventions” means to an invention (other than a supported invention) that is conceived or reduced to practice by a person covered by this policy making an incidental use of space, facilities, materials or other resources related to the conception or reduction to practice of such inventions.
- j) “Infrastructure facilities” means physical infrastructure such as laboratories, lecture rooms, IT resources (including computer and storage servers, specialized software), and other services provided by the university (such as HR, Finance & Accounts). Infrastructure facilities will exclude use of the Library, access to Internet and email services and other facilities such as on-campus housing, gymnasium.
- k) “Integrated Circuit Layout Designs” means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.
- l) “Intellectual Property”, means it is a property (virtual or real) which has been created by using one’s own intellectual skills/creative abilities. It could be some new inventions, literary or artistic work. It is classified into various categories like Patent, Copyrights, Trade Mark/Service Mark, Industrial Designs, Layout Designs of integrated circuits, Geographical Indications, Traditional Knowledge, and Bio-diversity etc.

¹ Sec. 2 , Interpretation clause, Copyrights Act, 1957, Intellectual Property Law, Avtar Singh, Eastern Book Company, Jan. 2020

² Sec. 2(d), The Designs Act, 2000 , Intellectual Property Law, Avtar Singh, Eastern Book Company, Jan. 2020

- m) “Inventors” means the person or a group of persons who is/are responsible for the creation of the intellectual property.
- n) “IP generated” means IP generated by a member during the member’s tenure/engagement with the University.
- o) “IP rights” means ownership of IP, together with identification of the list of members who have contributed to the creation of such IP.
- p) “Licensing” means renting out the intellectual property right to third party with certain terms and conditions.
- q) “Licensor” means a person or an organization such as university which grants a license to another or a third party known as licensee. It simply means that the university who is the IPR owner grants permission to another individual or an organization to make, use, import, sell etc. the rights it holds in a patent, copyrights or other forms of IPR.
- r) “Member” means full-time faculty (including tenured faculty, faculty on tenure-track, “visiting faculty”, & “faculty on contract”) and full-time staff employed by the University. It also includes students enrolled on a full-time or part-time basis in an undergraduate (UG), post-graduate (PG), or doctoral (PhD) or post-doctoral fellowship (PDF) programme. Part-time faculty, Guest faculty, Adjunct faculty or students enrolled in any UG/PG/PhD program on a part-time basis are also considered “members” but only to the extent of their engagement with the university, and not outside.
- s) “New Plant Variety” means a novel plant variety, distinct, and shows uniform and stable characteristics.
- t) “Patent”³ means an exclusive legal right given to an inventor(s) for making, using or commercialising a product or a process for a limited period in exchange of disclosing of one’s creation/invention.
- u) “Sponsor” means an organization that commits itself to providing funds, equipment, etc. for a defined, time-bound activity at the university, such as basic/applied research, consulting assignment, training programme, etc.
- v) “Sponsored Research Project” means research scheme funded by external agencies (Government/ Non-Government) other than Sarvajani University.
- w) “Staff” means the employees (teaching, non-teaching and office, permanent and temporary) of Sarvajani University.

³ Sec. 2(m), The Patent Act, 1970, Intellectual Property Law, Avtar Singh, Eastern Book Company, Jan. 2020

- x) “Students” means all the students registered for various teaching courses and scholars enrolled for their doctoral degree programmes.
- y) “Tenure” means the actual period of employment or studentship.
- z) “The University” means the Sarvajanik University
- aa) “Trade Mark”⁴ It means distinctive words, graphics logos or their combinations used for identification of some product, producer or distributor of some product/goods.

5. Patent

Ownership of Patent:

- i. Sarvajanik University shall take ownership of all intellectual property inventions, software designs, and specimens created by the creators, who encompass faculty members, research scholars, students, startups, and individuals utilizing the university's resources. The creators will be explicitly recognized as inventors in this regard.
- ii. The ownership of inventions produced by individuals during their employment at Sarvajanik University, without utilizing university resources and outside their designated responsibilities in research or teaching, shall belong to the creators. The resulting revenue from these inventions will be distributed between the creator and the university in an 70% to 30% ratio, respectively. A portion of the shares belonging to Sarvajanik University, namely 30% of the total shares, is proposed to be transferred to the Intellectual Property Rights (IPR) Cell.
- iii. In the event that an institutional/industrial consulting financed by Sarvajanik University leads to the emergence of a patent, both the relevant industries and Sarvajanik University shall own ownership rights over the patent. However, this will not be applicable to patents that are protected by special Memoranda of Understanding (MoUs), where the course of action will be conducted in accordance with the conditions outlined in the MoUs.
- iv. If the patent is a product of funding provided by an external organization, then the ownership of the patent will be divided between Sarvajanik University and the sponsoring agency on a case-by-case basis, under the Memorandum of Understanding (MoU), Agreement, or Undertaking established between Sarvajanik University and the external organization.

6. Copyrights:

Ownership of Copyrights:

- i. Sarvajanik University is entitled to claim ownership of all copyright works, including software and teaching materials, that are created by its employees.

⁴ Sec. 2, definitions and interpretation clause, Trade Marks Act, 1999, Intellectual Property Law, Avtar Singh, Eastern Book Company, Jan. 2020

This will also be applicable for sessions/lectures delivered and recorded through online platforms such as Google Meet, Zoom, Canvas, and similar tools.

- ii. Sarvajanic University is entitled to claim ownership of copyrights for works, including software and teaching materials, that are created by individuals who are not directly affiliated with the University, as long as the University has made a contribution in the form of resources.
- iii. A copy of a research paper or PhD thesis that has been turned in to the university may be sent to IPR Committee, which will then try to investigate potential copyrights/patentable rights in the thesis by assembling committees of experts who are qualified to do so.
- iv. The copyright ownership held by Sarvajanic University does not diminish the rights of the creator/author to disseminate their contribution in a scholarly and intellectual manner. The creators/authors retain the power to enhance, publish, and promote their works.
- v. The copyrightability of computer software is contingent upon its content. The inventor of a copyrighted program may distribute it for research and educational purposes, if they have obtained a suitable undertaking. This undertaking ensures that the software will not be used for commercial reasons and will not be transferred to any other party without express consent from Sarvajanic University.

7. Trade and Service Marks:

Sarvajanic University will have ownership of trade and service marks associated with goods and services related to Sarvajanic University. The utilization of Sarvajanic University's name via trademark entails a responsibility for users to adhere to specific standards and demonstrate accountability.

8. Inventor/Author/Ownership:

Inventors/Authors will own intellectual property when:

- i. None of the situations defined above for Sarvajanic University-ownership of intellectual property applies.
- ii. The production of creative works, such as popular books, poetry, musical compositions, or other artistic expressions, occurs outside the confines of an individual's designated academic domain or teaching responsibilities. Notably, these endeavours are undertaken without substantial reliance on university resources.
- iii. The ownership of copyright for thesis and dissertations produced as components of students' academic programs shall be vested in the students themselves. Nevertheless, the student needs to provide Sarvajanic University with a royalty-free authorization to replicate and circulate copies of the material for educational and research purposes, including sharing it with other academic institutions for educational and research dissemination.
- iv. The ownership of software code, patentable subject matter, and other intellectual property included in the thesis/reports are governed by the circumstances outlined in the Sarvajanic University ownership and Inventor/Author ownership policies.

9. Third-party Ownership:

Ownership of intellectual property resulting from:

- i. The disbursement of funds to Sarvajanik University, whether in part or in whole, by a third-party entity, will be subject to the precise stipulations outlined in the contractual agreement between such third-party and Sarvajanik University.
- ii. The administration of exchange programs between Sarvajanik University and other institutions should be subject to the particular conditions outlined in the contractual agreement between Sarvajanik University and the respective third-party institution.
- iii. In case no such specific contract exists, IPR will remain with Sarvajanik University.
- iv. Sarvajanik University shall possess a non-exclusive, irrevocable license to duplicate and use any intellectual property (IP) generated inside its premises for teaching and research. This license is granted without any cost and is subject to maintaining the secrecy of the IP, as determined by Sarvajanik University.
- v. In instances when an intellectual property (IP) is generated by personnel affiliated with Sarvajanik University, either individually or as part of a team, while on deputation, official leave, or sabbatical, it is imperative that the respective Sarvajanik University people publicly notify Sarvajanik University of the IP. In instances when intellectual property (IP) includes concepts or software that have been produced, either wholly or partly, using substantial resources provided by the university, Sarvajanik University will own complete or partial ownership of the IP, depending on the circumstances.
- vi. The filing of intellectual property applications in other nations is a common practice when inventors want to submit their application simultaneously in a foreign country alongside its filing in India. If Sarvajanik University decides not to pursue protection in a particular nation as requested by the inventors, the university will transfer the intellectual property rights in that country to the inventor(s) to obtain such protection. To seek protection, individuals may consider approaching either Sarvajanik University or an attorney.

10. Renewal of IP rights:

The annual renewal of IP rights will be considered by a committee that has been formed by the Hon'ble Provost. If Sarvajanik University chooses not to renew the IPR in any country, it will kindly consider assigning the rights of the IP in that country to the inventor(s) upon a request made by the inventor(s). Regarding patents, it is expected that the process of reassignment will be finalized approximately three months before the renewal deadline.

In situations where intellectual property rights have been transferred back to the inventor(s) in a particular country, Sarvajanik University will not seek any portion of the proceeds generated from that intellectual property in that country, except for any costs that Sarvajanik University has already incurred.

11. Disclosures, Confidentiality and Assignment of Rights:

- i. The provisions of the contract regarding the disclosure of intellectual property apply to sponsored and/or collaborative work.
- ii. To ensure proper management of intellectual property, it is kindly requested that inventors of all other IP generated at Sarvajanik University disclose their IP to the IPRC (Intellectual Property Rights Committee) using the IPDF (Intellectual Property Disclosure Form) at their earliest convenience.
- iii. Students will be required to submit an Intellectual Property Declaration Form (IPDF), which must be countersigned by their supervisor(s)/Mentor(s), when submitting their PhD thesis or any other degree provided by Sarvajanik University.
- iv. The inventor is required to transfer the rights of the revealed intellectual property (IP) to Sarvajanik University before departing from the university. Furthermore, the inventor must consent to the terms and circumstances governing the distribution of any financial gains obtained by the university via the commercialization of such IP.
- v. After the disclosure has been made, the inventors, including both Sarvajanik University personnel and non-Sarvajanik University personnel, are obligated to uphold the confidentiality of the intellectual property (IP) while it is being evaluated by Sarvajanik University for potential commercialization and protection. Any disclosure or dissemination of the IP without written authorization from Sarvajanik University is prohibited.

12. Evaluation of Intellectual Property:

- i. Evaluation of Intellectual Property will be done by the IPRC (Intellectual Property Rights Committee) nominated by the Hon'ble Provost.
- ii. Evaluation of IP means:
 - Assigning ownership of IP
 - Determining whether an IP is innovative and fit for filing in India and foreign countries.
 - Determining whether the IP has an able chance for commercialization.
- iii. If Sarvajanik University determines it is unable to assume responsibility for the protection of the IP, it will duly assign all rights of the IP to the inventors.
- iv. Even in such cases, Sarvajanik University may take the responsibility of facilitating protection of the IP on a case-by-case basis.
- v. The IPRSC will be responsible for deciding on the annual renewal of IP rights. If Sarvajanik University determines not to renew the intellectual property (IP), either in full or in part, it will duly allocate the rights of the IP, as applicable, to the "inventors."

13. Maintenance of IP:

- i. To safeguard the innovations created at Sarvajanik University and to provide inventors with the means to defend their intellectual property, it is a requirement for the creators to submit an Intellectual Property Disclosure Form (IPDF) to

declare their innovative work. The inventors are obligated to transfer the intellectual property rights of the revealed innovation to Sarvajanik University. The disclosure of any intellectual property-related information to Sarvajanik University is treated as confidential.

- ii. The preservation of confidentiality will be maintained until the specified dates outlined in the contractual agreement between the relevant parties. Once intellectual property rights (IPRs) have been secured, the innovator or creator should disseminate their work for the benefit of the general public.

14. Commercialization:

- i. Sarvajanik University will undertake the task of promoting and advertising the intellectual property (IP) it has and seeking out possible licensees for such IP, both those for which it holds ownership and those for which rights have been transferred to it.
- ii. In cases where exclusive rights have not yet been awarded to a third party, the inventor(s) have the option to independently reach out to possible licensees while ensuring the preservation of secrecy and taking appropriate measures to safeguard the value of the intellectual property.
- iii. If Sarvajanik University fails to effectively market the intellectual property within a reasonable timeframe, the inventor(s) retain the option to request the transfer of rights for the invention(s) from Sarvajanik University.

15. Infringement, Damages, Liabilities and Indemnity/ Insurance:

- i. Sarvajanik University should, as a matter of policy, include provisions in any contractual agreement with the licensee that aim to secure indemnification from any legal procedures. These proceedings may arise due to various factors, such as manufacturing defects, production issues, design guarantees, obligations related to upgrading, and debugging.
- ii. Sarvajanik University will also require the inclusion of an indemnification provision in the agreements with licensees when transferring technology or intellectual content.

16. Fees:

- i. In all instances when Sarvajanik University obtains intellectual property (IP), the university will assume responsibility for paying the associated expenses. If the patent is a joint patent including a sponsoring agency and inventor(s), the cost of patenting will be determined by mutual discussion and agreement, taking into consideration the specific kind of intellectual property involved.
- ii. If the opposing party does not demonstrate a willingness to engage in the aforementioned procedure, Sarvajanik University has the option to either proceed with the intellectual property (IP) by fulfilling the financial obligations for its whole duration or to retract the application for patent protection, at its discretion.

17. Transfer of Intellectual Property:

- i. Sarvajanik University will make efforts to seek possible licensees for the intellectual property (IP) that it has ownership of. In general, it is assumed that creators would facilitate the transfer of intellectual property. Sarvajanik University has the authority to engage in contractual agreements with technology management agencies that specialise in the monetization of intellectual property (IP). If the third party has not been granted exclusive rights to intellectual property (IP), the inventor has the option to engage in a contract with possible licensees independently. This should be done while ensuring confidentiality and taking precautions via a Non-Disclosure Agreement, with the approval of Sarvajanik University.
- ii. The individual who has conceived or developed a creation has the primary entitlement to establish the terms and circumstances that are deemed acceptable by Sarvajanik University.

18. Revenue Sharing:

- i. Sarvajanik University shall get a credit of 30% of the overall income, regardless of the source of payment, derived from the commercial use of its intellectual property. Seventy percent of the proceeds must be allocated to the Inventor/Creator.
- ii. A portion of Sarvajanik University's allocation, namely 10%, will be allocated to the respective Department to promote and support research and development activities. A portion of 20% may be allocated for the transfer of funds to the Intellectual Property Rights (IPR) Cell, which is responsible for conducting operations relating to IPR.

The net earnings from the commercialization of IP owned by Sarvajanik University would be shared as follows:

case	Net earning	Inventor(s) Share %	SU share %
1	From the first amount X	70	30
2	From the first amount X	70	30

It is recommended that the starting value of variable X be set at 70%. The yearly declaration of the inventor(s) share will result in distribution to the inventor(s) or their legal heirs, regardless of their current affiliation with Sarvajanik University.

- iii. The co-inventors of intellectual property (IP) are required to sign a Distribution of IP profits Agreement at the time of disclosure. This agreement will outline the specific percentage distribution of profits from the IP to each co-inventor. The inventors can modify the distribution of intellectual property earnings agreement by mutual agreement at any given moment.

19. Powers to amend IPR Policy:

The IPRC of Sarvajanic University shall possess the authority to modify the IPR policy or introduce a new policy whenever deemed appropriate. This phenomenon may occur due to shifts in governmental policy or other domestic and global events, such as treaties and judicial rulings. The revised policy will be implemented for all members of the faculty, students, project staff, supporting staff, startups, and visitors.

20. Responsibility to Create/Amend Procedure & Processes for Implementation of IPR Policy:

Sarvajanic University, in collaboration with its IPRC, will be empowered to establish and modify administrative processes as necessary to meet evolving requirements. This may involve creating administrative bodies and assigning roles and responsibilities to individuals or existing entities. These measures aim to develop comprehensive procedures and support the effective implementation of Sarvajanic University's IPR policy.

21. Conflict of interest:

- i. Inventors have the responsibility of adhering to governmental regulations and the laws and ordinances of the academic institution about the creation and utilization of intellectual property. In the context of implementing the university's intellectual property rights (IPR) policy, it is intended that all faculty members and inventors should refrain from engaging in possible conflicts of interest that may arise.
- ii. The inventor(s) must state any conflict of interest or prospective conflict of interest. Suppose the individual(s) responsible for inventing a product or technology, as well as their immediate family members, have a financial interest in a business that has obtained or is seeking a licence for such invention. In that case, they must declare the extent of their financial interest in the aforementioned firm. In light of these conditions, the inventor(s) needs to ensure that their commercial endeavours do not negatively affect their obligations in teaching, research, and other institutional duties.

22. Dispute Resolution:

If any disagreements arise between Sarvajanic University and the inventors over the execution of the Intellectual Property Rights (IPR) policy, the party that feels wronged has the option to seek resolution by appealing to the Intellectual Property Rights Committee (IPRC) of Sarvajanic University. Diligent endeavours should be undertaken to attend to the grievances of the affected party effectively. The Hon'ble Provost would make the ultimate and binding decision concerning this matter.

23. Jurisdiction:

Sarvajanik University has the prerogative to determine its involvement in any legal proceedings related to patent disputes and licence infringements. It is expected that inventors maintain a comprehensive laboratory notebook to document and preserve records of their research activities. It is advisable to affix signatures, dates, and, where feasible, witness endorsements to descriptions of finds. Any dispute arising in this matter are subject to the legal jurisdiction of the Court of Law, Surat and shall be governed by the appropriate laws of India.

24. Intellectual Property Rights Committee (IPRC) and its Role:

The IPR Committee will serve as the central administrative entity responsible for developing comprehensive processes to effectively administer the intellectual property rights (IPR) policy of Sarvajanik University. The IPRC would further engage in the arbitration of appeals and address any inquiries for more clarity. The IPRC will consist of the following members:

Sr. No.	Name	Designation
1	Hon'ble Provost	Chairman
2	Registrar	Member
3	Dean/ Deans	Member
4	IPR Expert / Faculty	Member
5	Technical Expert	Member
6	E-Cell / Incubation Center	Member

IPRC suggested role would include the following:

- To create expert groups in different subject domains for assessing and recommending proposals for IP filing. [Note: this assessment step can be skipped in case the costs of filing are borne by an external funding source including a sponsored project or consultancy.
- Create and finalize procedures, forms, and guidelines) for the implementation of the IPR policy at Sarvajanik University.
- Evolve proper procedures and guidelines for good practices for record keeping enabling efficient IP filing and protection.
- Create and finalize draft agreements to facilitate IP protection by Sarvajanik University.
- Provide guidelines for IPR-related documentation including creating infrastructure for the same.
- Formulate programs for educating faculty/students/supporting staff/project staff/visitors about IPR and other associated issues.
- Approach funding agencies, venture capitalists etc. for funds for promotion of IPR activities at Sarvajanik University.
- Tie-up with organizations for filing, licensing/assigning of IPR on revenue sharing basis.

- To provide waivers and release of IPR to Inventor(s) and/or Third party (ies) within the framework of IPR policy of Sarvajanik University.
- To evolve modalities of financing of IP related activities at Sarvajanik University.
- Redress any conflict grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy.
- Investigate the matter of violation/infringement of any intellectual property rights related to Sarvajanik University and make recommendations to the Hon'ble Provost/Chairman for resolution of such violation/infringement.
- Deal with any relevant issues arising out of the promotion as well as the implementation of IPR policy.
- IPRC may appoint committee(s) or expert group(s) with members from within and/or outside Sarvajanik University to seek their opinion in carrying out any of the above responsibilities.

INTELLECTUAL PROPERTY DISCLOSURE FORM

(For the purpose of seeking protection for any invention/technology/copyright)

1. Name of the Principal Investigator:

2. Institute/Department:

3. Details of Co-investigators:

Sr.No.	Name	Institute
1.		
2.		
3.		
4.		
5.		

4. Type of Intellectual Property for which protection is demanded:

- a) Copyright
- b) Design
- c) Patent
- d) Trademark
- e) Any other _____

5. Whether the invention is made as a part of a degree program?

- a) If Yes, State the degree program
- b) If No, Give details of the project

6. Whether the invention is made under a sponsored research project/program?

- a) Name of the funding agency:
- b) Total amount of funds received/sanctioned:
- c) Duration of the project:
- d) State the Terms & Conditions (attach a copy, if available):

7. Give brief description of the invention (Not more than 200 words):

8. Prior art search performed: Yes/No

9. Has the work been disclosed on any public platform? : Yes/No

If Yes, Give the details:

10. Are the complete details/specification of the invention available? : Yes/ No

11. If No, How much time will it take to acquire the complete details/data to describe the invention? _____

12. Any other details you would like to furnish:

Name: _____

Signature: _____

Date:

Place:

CONFIDENTIAL/NON-DISCLOSURE CERTIFICATE

I/We (i) _____ of _____ (Name of the University)

(ii) _____ of _____

(iii) _____ of _____

Certify herewith that:

- a. The invention/developed technology entitled “ _____ ” for which I/We an/are seeking protection through Sarvajani University has neither been disclosed at any public platform as research paper or presented in any conference/seminar/symposium or by any other means of public disclosure, nor would be disclosing in future without the permission of the University.
- b. The invention would be disclosed only to the IPR Committee, Sarvajani University for the purpose of legal protection or technology transfer.
- c. The said invention/technology will not be exploited in any way without taking written permission of Sarvajani University.

Name and Signature:

(i)

(ii)

(ii)

Date:

Place:

DISCLOSURE OF SOURCE OF FUNDING

This is to state that I/We

Name: (i) _____ of _____

(ii) _____ of _____

(iii) _____ of _____

are in possession of an invention/technology entitled, “ _____

_____ developed under:

- a. The project entitled, “ _____
_____ for a period of
_____ months/years, amounting Rs. _____ from _____
(name of funding agency).
- b. The Ph.D. project entitled, “ _____
_____ has not been funded by any
external funding agency.
- c. The PG dissertation entitled, “ _____
_____ ” in _____
(specialization).
- d. No particular scheme, but has been developed using the funding from Sarvajanik
University.

Name and Signature:

(i)

(ii)

(ii)

Date:

Place:

NON-INFRINGEMENT DISCLOSURE CERTIFICATE

This is to certify that I/We

Name: (i) _____ of _____

(ii) _____ of _____

(iii) _____ of _____

- a. declare that we are in possession of the invention entitled, “_____” which I/We want to protect legally by filling a Patent/Design/Copyright/Trademark/Any other application through the University.
- b. Declare further that the above said invention is an original one created using our own intellect capabilities/efforts.
- c. Declare that the said invention does not infringe upon the existing patent/design/invention existing in the public domain/use or in any other way.
- d. Declare that I/We have carried out prior art search/patentability of the said invention.

Name and Signature:

(i)

(ii)

(ii)

Date:

Place:

DECLARATION FOR CONSULTING WORK

This is to state that I/We

Name: (i) _____ of _____

(ii) _____ of _____

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