

# PATENT POLICY OF THE NEOTIA UNIVERSITY (V2)



**AmbujaNeotia**

**THE NEOTIA  
UNIVERSITY**

ज्ञानम् आत्म प्रदीपाय

Approved Under Sec.2(f) of UGC Act 1956

## **PREAMBLE**

The Patent Policy of The Neotia University (hereafter referred to as “the university”) is intended to encourage a healthy atmosphere conducive to research and development which may result in creation of intellectual property and at the same time recognize the relative contribution of an individual faculty or the University in such research and development.

This policy is intended to spell out the responsibilities of the university and its faculties and establish a framework for ethical conduct when issues covered by this policy arise.

Employees of the University may create patentable intellectual property during the course of their employment with the University. It is desirable in some cases to seek patent protection for such research and development. This patent policy applies to all University employees whether engaged in full time or contractual capacity.

Upon termination or resignation from employment, the faculty/non-teaching staff shall have a duty to disclose to the University all potentially patentable research and development projects in which the University may have a proprietary interest. This disclosure can be achieved through an employee's self-disclosure.

## **SCOPE OF POLICY**

(i) This policy applies to any kind of research and development which requires registration under applicable intellectual property regulations wherein research and development is conducted using University's equipment, facilities, employee time including free/holiday, or proprietary information, or which relate directly to the University's activities.

(ii) It is mandatory for the employees (faculty and/or non-teaching staff) of the university to approach the university IPR cell before filling any patent (**Annexure I**). It should be considered as misconduct if the applicant files patent without the consent of IPR cell.

(ii) The implementations and overall coordination will be conducted through IPR cell; established under R&D cell.

## **INTELLECTUAL PROPERTY RIGHT EXECUTIVE COMMITTEE**

The IPR cell may be assigned as an executive committee to do the needful in protecting IPR in TNU.

## **DUTIES OF INTELLECTUAL PROPERTY CELL**

(i) The convener of IPR cell shall call a meeting to evaluate all the applications received from the applicants to ensure whether proposed research and development project is fit for intellectual property protection and whether such intellectual property should be owned by the University, by the employee(s), by an outside sponsor, or jointly by some combination of these.

(ii) Based on the evaluation, the IPR cell shall recommend their observations for each such case along with associated costs and benefits to RDC for approval.

(iii) The Convener of IPR cell is responsible for implementing this policy. Such implementation shall address various matters covered by this policy, including developing

policies and procedures designed to supplement and interpret the ownership aspects of this policy, providing advice regarding ownership of specific works, recommending release of institutional rights, and accepting an assignment of rights to the Institution from an author or creator of a work. Any deviations from the said policy need to be approved by the intellectual property executive committee in writing.

(iv) The IPR cell is also entrusted with administering the University's patent management and licensing program, including, but not limited to filing, prosecution, and maintenance of the University's patent portfolio.

(v) A copy of each patent application should be deposited in Registrar office and R&D cell.

### **SPONSORED RESEARCH**

Where research has been sponsored by industry or other public/private research organizations, licensing of patents shall be based on the sponsorship agreement.

### **OWNERSHIP**

IPR cell shall identify and distribute the ownership among the concerned stakeholders.

### **ABANDONMENT**

If the RDC, based on recommendations of the IPR cell, cannot or decides not to proceed to patent and/or license an invention, it may reassign ownership to the inventors.

### **ALLOCATION OF NET REVENUES**

(i) When discoveries are determined to be owned in part by the University and in part by the employee, the University and the employee shall enter into a written agreement apportioning the agreed share of the after-costs revenues from the invention between the inventor(s) and the University. The after cost revenue is to be calculated by the IPR cell. Once the after-cost revenue is determined by IPR cell, the RDC shall disburse 80% of the same to the employee/s while the university shall keep 20% of the same. All the financial dealing regarding the same will only be carried out through the account section of the University as per the standing University policy. The income earned by the faculty member from the IPR will be taxable as per the Govt. of India rules.

(ii) Cost shall be defined as direct expenditures resulting from pursuit, prosecution and maintenance of intellectual property rights and commercialization of the invention plus, time cost of University resources such as legal, finance, consulting, marketing and licensing departments involved in filing and protection of such intellectual properties.

(iii) In the event of multiple inventors, those involved must agree upon an appropriate apportioning of the revenue share provided to the inventor; in the absence of any written agreement stating otherwise, the revenues shall be equally divided amongst the inventors.

(iv) Revenues allocated to inventor(s) continue throughout the revenue generation phase of the invention, regardless as to whether or not the inventor(s) remains employed at the University.

(v) When the University, at any time, no longer wishes to pursue further development of the intellectual property, the University will notify the inventor(s) and will execute the necessary documents assigning all rights to the inventor(s) unless precluded by prior written agreement.

## **PUBLICATION AND DISCLOSURE TO THE THIRD PARTIES**

(i) Premature publication, public use, or disclosure of an invention can sometimes jeopardize the rights of the employee, or the University or its assignee to secure patent protection. Therefore, unless the IPR executive committee has issued a waiver of University's rights, the employee agrees that there shall be no publicity or disclosure concerning the invention until patent applications have been filed.

(ii) Once an invention is identified as potentially patentable, all publicity, public reports, interviews, news releases, speeches, public disclosures or public demonstrations of the invention subsequent to the filing of the application shall have prior clearance in writing from the University.

(iii) This section shall not be applicable to sponsorship agreements that impose different obligations on disclosure.

## **CODE OF CONDUCT**

Any employee of The Neotia University under the pay roll of the University (including teaching, non-teaching, contractual or any other personnel) must apply for written consent from the IPR cell before filling any patent.

The employee can apply for a patent subject to approval from the IPR cell of The Neotia University. It is mandatory for the applicant/s to mention the affiliation of The Neotia University in filling application of the patent. Failure to do so will subject the personnel(s) to strong disciplinary actions including and up to termination of service.

## **LICENSE AGREEMENT**

If the university through RDC decides to participate in the patenting or licensing of an invention, an appropriate licensing arrangements to commercialize the invention needs to be executed. The objective of the same is to assure the development of its technology in furtherance of its own educational mission and for the benefit of society in general. Therefore, as a general policy, the University will set the terms of its licenses so as to further the achievement of this objective. Exclusive licenses will be granted if it appears to the mentioned Committee that this is the most effective way of ensuring development to the point that the public will benefit. Any exclusive license agreement will be drawn as to protect against failure of the licensee to carry out effective development and marketing within a specified time period.

**Annexure I**

Name of the Principal Applicant	
Details of Principal Applicant (including Department, Designation, TNU Employee ID)	
Nature and Date of Appointment of the Applicant at The Neotia University	
Nature of the Intellectual Property (IP) (Patent, Trade mark, etc)	
Details of all other inventor(s)/ Applicant(s)	
Details of the invention, Innovation, Intellectual property (200 words)	
Source of funding for developing the IP	
Remarks of IPR cell	