

Swami Ramanand Teerth Marathwada University

Patent Policy

1. Preamble

Patent (utility, design, and plant) is the legal right of an inventor to exclude others from making or using a particular invention which can be called as intellectual property right (IPR). In recent years the growth of the 'ideas' has increased importance of technologies designed to protect the associated rights i.e. the patent. It is the legal right of an inventor to exclude others from making or using a particular invention which is basically for two decades from the date of application submission. Though this process, the inventor provides the description and implementation of the invention public. IPR provides an incentive to investor on his/her innovation for competing in the knowledge economy. Several national and international agencies have opened a special IPR cell for easy processing patent applications for protecting their technology and also to maintain global standard in both intellectual and commercial market. This document provides information and guidelines to faculty of Swami Ramanand Teerth Marathwada University (hereafter named as only university) for filling Indian/International. This university understands the usefulness of the processes/products developed within the campus and the jurisdiction thereby, ready to provide protection through legal means on property rights and moreover, faculty, scholars and stockholders of this university from different disciplines like science, engineering, technology, pharmacy, humanity, social science etc., are in need of assistance in determining and evaluating patentability and in prosecuting patent applications on inventions made by them using university's facilities and infrastructure and the research funds they received from various National agencies.

2. Objectives

Patents and copyrights are legal instruments that have been used by governments for centuries to encourage industrial development and business growth. Government of India is encouraging various policies like start up India, make in India, Start ups, and entrepreneurship etc., in various fields for the business/economical growth. Universities are playing a key role in countries research, academic, industrial and corporate developments by several means. Top university should provide incentive to the individual for new creation, recognition to the creators



and inventors, reward for intellectual property through various process/product ingestions to protecting technology sector for growing national economic/business market. The major objectives of this policy include:

- a. To encourage inventor of this university for filing a patent on his/her invention to serve the national benefit and interest.
- b. To provide a legal advice with financial support for facilitating patent application.
- c. To help inventor for public access during commercialization or technology transfer process.

3. Procedure for patent application (terms and conditions)

- a. In patent application, The Registrar of this university is **Applicant** and faculty and associate faculty is (are) **inventor(s)**. Patent should be in the name of University.
- b. Inventor should submit patent application with required forms to Director, Innovation, Incubation and Linkages (DIIL), of this university, forwarded through Director/principal of school/affiliated college. Inventor should place University's name as an affiliation)
- c. After primary scrutiny, application package will be reviewed by a law office followed patent attorney.
- d. Patent committee (discussed below) will meet on monthly basis for evaluating submitted applications. In about two months of time, DIIL will inform result to inventor.
- e. On successfully passing this process, applicant will be informed for filing patent (either hard copy or online). University will pay for patent filing and other processing expenses for Indian Patents only. University will take care of travel and lodging and boarding expenses of Investor, in addition to DUTY leave, if he/she is invited for mid-term evaluation process by patent office. This university also will bear yearly expenses for maintaining the patent validity.
- f. Once patent is granted with number it will be the property of this university. Inventor should not sale it/deal with any industry/make any agreement without prior permission of, "The Registrar, This University" i.e. Applicant. On commercializing/selling the patent, inventor will be entitled to get 50% profit royalty (either one time or yearly basis) of the dealing cost that university fixing.



- g. Every member of the patent evaluation committee should sign a non-disclosure agreement prior to evaluation.

4. Patent scrutiny committee (with responsibility)

For university campus schools patent committee should be a body of following members before submission process to Indian Patent Office.

- I. Director, IIL, Initial scrutiny
- II. Law officer, legal advice
- III. Patent attorney, search report
- IV. School Director, subject expert

5. Applicability of IPR Policy:

- a. This policy on IPR will apply to full-time members of the university.
- b. This policy on IPR will also apply to all part-time “Guest” or “Adjunct” faculties, but only to the extent of their engagement with the university.
- c. This IPR policy will also have a bearing on an agreement that the university signs with a sponsoring organization, collaborating organization or with a vendor.

6. IP Ownership

a. Published Materials

- i. The university recognizes that globally faculty and students prefer to publish their research outcomes or creative works in the form of journal articles, papers presented in conferences, newspaper articles, or as books. They do so in order to ensure that the research outcome is disseminated globally, and in the shortest possible time.
- ii. As a consequence, the university encourages its members to publish their findings in journals, conferences, news paper articles, or as books, etc. even as the university recognizes that relevant publishers will own copyright to such works. In all such cases, the University will not seek to own rights to such IP.



b. Creative Common License

i. The university also recognizes that globally faculty and students sometimes prefer to place their creative works under one of the 'creative commons licenses that allows members to retain copyright while allowing others to copy, distribute, and use their work. They do so with a view to contribute to growing and collective wealth of knowledge for everyone to freely use.

ii. As a consequence, the university encourages its members to share their creative works under creative commons licenses, while retaining copyright to the IP. In particular, the University will not seek to own rights to such IP.

IP Generated by inventor;

i. The university will seek to own, and thus protect, IP generated patent by its faculty or students as part of their obligations to the University. This is, however, subject to certain conditions set forth below.

ii. The university will not seek to own, nor protect, any IP generated by its members which is (a) unrelated to their obligations to the university, and does not use university's infrastructure. On prior permission, IP generated from a project funded by a sponsor will be owned by the university.

iii. IP Generated out of Research Collaboration

Ownership of IP generated as a result of research collaboration with researchers from another organization that is not funding the research will be decided mutually before starting the course of collaboration.

IP Generated by start-ups:

i. IP generated by start-ups that are part of University's incubation program shall be owned by the start-up.

ii. This will remain so even though members are engaged with a start-up company on a part-time basis or full-time basis on leave from the university (this is also covered by policy statement concerning IP generated during a member's visit to another organization on leave from the university).



7. Renewal of IP Rights

A committee constituted will take a decision on the annual renewal of IP rights. If the university decides not to renew the Patent IPR then inventor has no right to appeal against it anywhere. The process of reassignment will be completed in a period of three months before the due date for its renewal. The university will bear the expenses towards the renewal patent if required.

Financial Resources

Exception: honor fellowships, awards, prizes, grants, assistantships and scholarships, and facilities built up with such funds, will not constitute Institute-supported resources. Use of infrastructure developed by inventors using their own funds, like their own earnings through consultancy, royalty proceeds, etc., will not constitute use of Institute-supported resources while calculating profit share.

Funds provided by the University to secure, maintain and enforce right in intellectual property.

Patent Policy Committee Members

1. Prof. L. M. Waghmare, Chair
2. Prof. Y. V. Joshi, Member
3. Prof. M. L. Waikar, Member
4. Prof. S. J. Wadher, Member
5. Prof. R. S. Mane, Member Secretary



INTELLECTUAL PROPERTY AGREEMENT WITH ALL Faculty

Name (CAPITAL LETTERS) _____

Surname Middle Name First Name

I submit that by virtue of:

- My employment at SRTM University Nanded and /or

My participation in research at University

- Opportunities provided or to be provided by IITR which result in significant use of University funds and facilities, and/or

- Opportunities to have a share in royalties and other inventor(s)/author(s) as per Intellectual Property Guidance.

I, hereby agree that:

A. I shall promptly disclose and assign to University any right to all inventions, copyrightable materials, computer software, semiconductor mask patterns, tangible research property and trade marks (Intellectual Property) conceived, invented, authored or validated to practice by me, solely or jointly with others which:

(i) are outcome of sponsored research or any other agreement to which I have direct or indirect participation or

(ii) are outcome of substantial utilization of University resources or

(iii) is an outcome of "work-for-hire" as per IPR guidelines.

B. I shall cooperate with University to obtain, protect or exploit the intellectual property through legal protection such as patent, copyright etc.

C. I shall make available all documentation of University intellectual property.

D. I shall surrender to University the documents related to intellectual property if I leave University for any reason or at any other time asked for such documents.

E. The agreement will survive the termination of my employment or other association with SRTM University.

Signature

Name of Applicant
Department

Date:

Signature

Name of Director/Principal
Department/Institute



INVENTION/TECHNOLOGY DEVELOPMENT DISCLOSURE

1. Title of the project / Invention

2. Inventor(s) / collaborator(s) filling the patent

(a) Name _____ Designation _____

Deptt. _____ Office Address _____

Office Phone _____ E-mail _____

(b) Name _____ Designation _____

Deptt. _____ Office Address _____

Office Phone _____ E-mail _____

(c) Name _____ Designation _____

Deptt. _____ Office Address _____

Office Phone _____ E-mail _____

3. Principal Investigator _____

4. Sponsor(s) / Source of funding of the project / consultancy - with or without prior contractual agreement _____

5. Is the work bound by any agreement / contract / MOU?

6. Is the patent (to be filed) for a process or product?

7. General area of the patent

8. Description of the invention (not more than 100 words)

a. The problem for which solution was researched

b. The invention namely the solution to the problem

9. Origin of the idea / invention: by whom and when?

10. Any help received from others in conception of the idea?

11. Date of start of the project

12. Give literature search details

13. Has the work been displayed anywhere, if yes, when?

14. First record of initial Idea / invention

(Oral/written/conceptualisation)

15. Has the work been reported / published / presented oral or poster anywhere (if yes, give full description)?

16. Has any related patents been filed by the inventor?

17. Information available in the published literature (prior art) about the problem tackled

18. Unique features about the work done with respect to prior art

a. Is the work a mere extension of common known knowledge?

b. Has the work filled a major gap in prior art? If yes, a brief description of this gap.

c. Any environmental issues?

d. What aspect of the invention needs protection

19. Has the work been systematically and chronologically documented?

20. Commercial aspects of the invention/ technology developed



21. Any costing of the product / process / invention been done?
22. Any industries / companies interested in licensing the work
23. Is the work completed and results validated?
24. I agree to assign to SRTMU Nanded my rights in the invention

Inventor's Signature _____ Dated _____

Inventor's Signature _____ Dated _____

Inventor's Signature _____ Dated _____

25. Invention disclosed and evaluated by

*Signature _____ Dated _____

26. Enclosure (signed) – Preliminary details of disclosure

* PI, if PI is not an inventor.

Head of Department/Centre: _____

Signature Date

Dean, _____

This patent draft containing eight pages is approved by Management Council Meeting conducted on 02/07/2021 with 06/07/2021 Ext. and is displayed on university website through Hon'ble Vice-chancellor's approval.


The Registrar

Registrar
Swami Ramanand Teerth
Marathwada University, Nanded

