



**Swami Ramanand Teerth Marathwada University,
Nanded**

(Maharashtra State) India

Policy Document for Technology Transfer



SWAMI RAMANAND TEERTH MARATHWADA UNIVERSITY,
NANDED, Vishnupuri - 431 606 (MS)

Policy Document for “Technology Transfer”

The committee constituted under the chairmanship of R.D. Kaplay and Prof. D. B. Panaskar, Prof. C. N. Khobragade for drafting policy document for “Technology Transfer”.

The committee has submitted the policy document, which was placed before the Management in the 61st meeting which was held on 14th Sept.2019 vide item number 02/61-2019. The management council accorded approval for the same.

The policy document is for information and circulation.

Dr. Sarjerao Shinde
Registrar



Swami Ramanand Teerth Marathwada University, Nanded

(Maharashtra State) INDIA

Policy for Technology Transfer
(2019)

**Swami Ramanand Teerth Marathwada University, Vishnupuri,
Nanded – 431606**

(UGC recognized state university. Re-accredited by the NAAC with 'A' grade)

**Technology Transfer Policy-2019
(TTP 2019-SRTMUN)**

Policy No.- SRTMUN/2019/TTP/I

Dated ---- 2019

शिक्षक हितकेंद्रित धोरण ५

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Minimum Standards and Procedure for Technology Transfer Policy.

WHEREAS the Vice-Chancellor of this university had constituted a committee under the Chairmanship of Prof. Ramakant Kaplay, with Prof. (Dr.) D.B.Panaskar and Prof. (Dr.) C.N. Khobragade as Members, with a view to consider and recommend on different aspects of 'Technology Transfer' and to suggest various measures to ensure smooth implementation of Technology Transfer in the university.

AND WHEREAS S.R.T.M.University, Nanded is interested to scale up newly developed product(s), this policy would help researchers on university campus, sub-campus, research centres and constituent college to bring out their innovations into reality

AND WHEREAS after considering the recommendations of the said committee, the University (through its 'Academic Council' and 'Management Council') considers it expedient to make a 'policy' to provide opportunity to its teachers to offer its expertise to various stakeholders in the form of 'Technology Transfer' thus strengthening the university-stakeholders linkage in this university in a more effective manner. It is hereby enacted as follows:-

This policy may be called "Technology Transfer Policy (TTP 2019-SRTMUN) and this ordinance shall come into force from the date of approval of authority concerned.

"Technology Transfer Policy (TTP)", would help in enhancing the motivation of researchers in the university

Technology Transfer Policy (TTP) of S.R.T.M.University, Nanded

Effective from June, 2019 (*Academic Year-2019-20*)

I. Applicability and Scope of Policy

The Policy defines the ownership, distribution, and commercialization of rights associated with Intellectual Property developed at or received by the S.R.T.M. University, and describes the general obligations associated with the technology licensing process. Substantive changes to this Policy, as long as consistent with rules and regulations of university is concerned, may be modified from time to time by the Vice-Chancellor for Research in consultation and due approval from the Management Council.

The University recognizes and supports technology transfer as an integral component of the University's vision and mission. Licensing of Intellectual Property rights to parties outside the University is one significant manner in which technology transfer is accomplished, and is the focus of this Policy. The objectives of technology transfer include the following:

1. To support the discovery of new knowledge and technology;
2. To smooth the progress of the efficient transfer of knowledge and technology from the University to the private sector in support of the public interest;
3. To attract income for the support of University programs;
4. To provide services to University Employees to facilitate their efforts to carry out the University's vision and mission; and
5. To promote local, state, and national economic development.

This Policy is applicable to all units of the University including its sub-campus, New Model Degree College, Tribal Research Centre, Schools, and to all of its Employees.

The Technology Transfer Board (TTB), constituted for the purpose, is authorized to administer this Policy and to implement further rules and procedures within the framework provided herein to facilitate technology transfer and compliance with this Policy. Applicable terms of specific funded/sponsored research projects and other contractual arrangements with the industries undertaken by the University or one of its units will govern the TT

The University reserves the right to amend this Policy at any time, including with respect to current and superannuated Employees.

II. Ownership of Intellectual Property

1. Intellectual Property made (e.g., conceived or first reduced to practice) by any teacher or employee, regardless of employment status, with the direct or indirect support of funds administered by the University (regardless of the source of such funds) shall be the property of the University. Funds administered by the University include University resources, and funds for employee compensation, materials, or facilities.
 - 1.1 Ownership of copyrights of the product created by the teacher/person/employee, will entirely lie with the S.R.T.M. University but can not bring the product into the market without the permission of the person/teacher/employee who is awarded patent.
2. The teacher/person/employee of the university who created the product will have the right to enter into agreement/MoU with the industry/company to transfer the patent/technology into the product which will be launched in the market. No other person/employee will have the right to enter into agreement with any industry/company to bring the product into the market.
 - 2.1 It is the obligation of teacher/person/employee engaged in consulting and other activities with outside entities to ensure that their activities and agreements with third parties are not in conflict with the provisions of this Policy or other commitments involving the University.
 - 2.2 TTB shall administer rules regarding the ownership of Intellectual Property made during outside employment activities (e.g., consulting). Employees should inform those outside parties with whom they make agreements of their obligations to the University.
3. The University generally will retain ownership of Intellectual Property produced by Employees while participating in sabbaticals or other external activities if they receive salary from the University for such activities.

Exceptions to this rule, depending upon the situation prevailing at that time, may be approved by the Vice-Chancellor for Technology Transfer. It is the responsibility of any such Employee to seek review by the university and TTB in advance of entering into any

intellectual property ownership agreements that may be associated with these activities, where such Employee is receiving partial salary.

4. The University will not generally claim ownership of Intellectual Property created by students. (A "student" is a person enrolled in any University program offered by the university) However, the University does claim ownership of Intellectual Property created by students in their capacity as Employees. Such students shall be considered to be Employees for the purposes of this Policy.
5. The University will own Intellectual Property made by a former University employee if the Intellectual Property was made both i) with substantial University faculty guidance or University resources and ii) during activity directly relating to and closely following employment iii) the project sanctioned to the university. For example, if a graduate student researcher completes a research project and is no longer technically an Employee, and an invention is conceived during the creation of a dissertation or similar activity relating to the research involving faculty guidance, the University will own the patent rights related to the invention. This rule does not affect a graduate student's ownership of the copyright on the dissertation itself.
6. Trade and service marks that are related to University Intellectual Property and technology transfer activities will have university mark with its logo as they are owned by the University, and will be managed by TTB. University mark will be decided by the patent awardees.
7. The price of the product will be recommended by the patent holder, in consultation with the third party (manufacturer/industry) which will be approved by TTB.
 - 7.1 Any hike in the price of the product must be decided in consultation with TTB.
8. The choice of selecting the industry/company/distributor which will bring the product into the market and sell it in the market, will be decided entirely by the patent holder.
9. It shall be the responsibility of the patent holder to make the provision of raw material available to the industry through vendor(s).
10. Constitution of Technology Transfer Board (TTB) shall be as below

Vice-Chancellor	- Chairperson
Dean, Science & Technology	- Member
Registrar	- Member Secretary
Patent Holder	- Member

Senior Professor	- Member
Senior Professor (non-science)	- Member
Law Officer	- Member

III. Invention Reporting

1. In order to identify and assess University Intellectual Property as an asset of the University, and to facilitate fair treatment of researchers, Employees have an obligation to cooperate reasonably with TTB. Patent holder/Employees have an obligation to report any University Intellectual Property promptly and completely to TTB;
 - 1.1 Employees shall use their best efforts to disclose the names of all Inventors and persons that might have contributed to the making of Intellectual Property/product. Employees and persons having knowledge of facts concerning inventorship issues, problems, or questions (even if they do not know the full implication of such facts) shall have a duty to raise such matters with TTB immediately upon knowledge of the same and facilitate resolution of the same.
2. Employees who believe that they have created patentable Intellectual Property not owned by the University shall not commercialize such inventions or file (or assist others to file) patent applications without providing a brief written summary of the inventions and the circumstances of the inventions to TTB with at least thirty days notice. Such disclosures shall not be required in situations where an Employee has a reasonable belief that the Intellectual Property is a scholarly work and the Intellectual Property is the result of work that is clearly and demonstrably outside the Employee's University responsibilities.
3. Employees who have been awarded patent but do not wish to convert it to commercial product, must also report the award of patent to TTB. Any application for the award of patent also must be routed through TTB.
4. It is mandatory for every inventor to report his/her invention, with the details as mentioned in Annexure I, to TTB irrespective of the fact whether the inventor wishes to convert the invention into commercial product or not.
5. Patent rights will lie with the inventor but if it is transferred into product all the rights of commercialization shall lie with the university and will be routed through TTB only.
6. TTB generally shall have authority for those agreements that are primarily transfer of University-owned (a) patent rights, (b) computer software and other copyrightable materials (such as electronic materials, written materials, and data) with any associated service agreements.

7. Patent holder will have to cooperate with the TTB by providing it the requisite information and if requested, access to the laboratory where further research work is being carried out

IV. Commercialization

1. It is the objective of TTB to diligently pursue the best opportunities to transfer Universitys Intellectual Property consistent with the vision and missions of the University and for the public benefit. In consultation with Inventors, TTB shall have authority for decisions concerning the route of commercializing, as well as the selection and use of outside resources, including outside legal counsel, to assist in commercialization.
2. From time to time, parties may wish to donate intellectual property rights to the University. Decisions as to whether to accept such donations will be made by the TTB. The University generally will accept donations of intellectual property only where the rights are related to areas of technical or research interest for the University.
3. Tangible property, including models, devices, designs, computer programs and other software, cell lines, antibodies, recombinant materials, laboratory animals, chemical compounds, compositions, formulations, plant varieties, and records that comprise University Intellectual Property may be distributed outside of the University consistent with applicable laws, policies, and existing license agreements. TTB shall set and administer rules regarding transfers of Tangible Materials.
4. *Norms for Private Industry:* IPR generated through joint research by institution(s) and industrial concern(s) through joint efforts shall be owned by the university as may be mutually agreed to by them through a written agreement. The university and industry concerned may transfer the technology to a third party for commercialization on exclusive/non-exclusive basis.
5. S.R.T.M. University, Nanded will maintain the patent or other applications seeking intellectual property rights.
6. Manufacturer will have to provide the details on technical aspects of the products, no. of bottles manufactured yearly, market demand and no. of bottles sold out in the market to the university on yearly basis. Manufacturer will have to abide by the decision of the price of the product finalized by TTB from time to time.

V. Revenue Distribution

1. Revenues generated by the licensing of University Intellectual Property provide a strong incentive for Employee participation in technology licensing and support further investment in research and technology transfer.
2. The University shall share revenues received from commercialization efforts with all involved University Inventor(s).
 - 2.1 This Policy does not apply to funds received as gifts or for sponsored research. Amounts from third parties for or related to research, service, sponsorship, and/or philanthropy are under no circumstances included within the scope of "revenues."
3. Aggregate revenues resulting from royalties and sale of product the amount generated through purchase of the product shall be shared as follows (The division of revenues is subject to change through appropriate University procedures).
 - 3.1 Up to Rs.600,000/-:
 - 50% to the Inventor(s)
 - 35% to the Inventor's school or constituent college
 - 15% to the University
 - 3.2 Over Rs.600,000 and up to Rs.20,000,00/-:
 - 30% to the Inventor(s)
 - 45% to the Inventor's school or constituent college
 - 25% to the University
 - 3.3 Over Rs.20,000,00/-
 - 33.33% (1/3%) to the inventor(s)
 - 33.33% (1/3%) to the Inventor's school or constituent college
 - 33.33% (1/3%) to the University
4. *Patent Facilitating Fund:* The University shall set apart no less than 25% of the revenue generated from IPR, to create a 'Patent Facilitating Fund' (This will be out of the share of university). The fund shall be utilized by the University for paying the annual fee towards maintaining the patent, Updating Inventions, filing new patent applications and protecting the IP rights against infringement and for building competency in the area of IPR and related issues. For this university will maintain a separate account operated by Finance and Accounts Officer of the university under the control of the patent holder.
5. It is the responsibility of the inventor(s) to include the income generated through Technology Transfer in the annual income and pay the income tax due regularly.

6. The share of the school shall be distributed to the scientific/non-scientific team who assisted the patent work in the proportion as decided by the inventor(s). The report of the same shall be submitted to TTB by inventor(s).
7. TTB shall set and administer rules for determining the Inventor share of revenues within the parameters outlined in this Policy from time to time. This Policy, including the revenue sharing provisions, is subject to change with respect to both current Employees and Employees that have left the University.
8. TTB shall set and administer rules for cases where an Inventor changes departments, is affiliated with a University institute or center, an Inventor does not have a department or school/college affiliation, or when other unusual circumstances apply. Although the University units described above shall have discretion for distributing the revenue they receive, generally it is expected that revenues will be used for research and educational purposes or for investment in further commercialization activities, such as in the laboratories of Inventors.
9. The share of funds of the university will facilitate investment in new Intellectual Property protection.
10. The Vice-Chancellor shall have authority to resolve any unusual circumstances and may make exceptions to the distribution rules after consulting the affected parties.

VI. Granting Rights Back to Inventors

1. Upon request by one or more Inventors, the University may at its discretion elect to assign or license its rights in University Intellectual Property back to one or more Inventors when permissible under University policies, related sponsorship agreements, and where other commercialization routes are not effective or available. Before taking such action, TTB should reasonably attempt to seek unanimous approval of all the Inventors. Upon finalization of the issue(s) the share shall be distributed among all the inventor(s) in due proportion.
2. TTB is not required to market, protect, and license the Intellectual Property where rights have been granted back to Inventors.

VII. Appeal Process

1. If informal procedures and consultation do not provide resolution of a dispute or policy issue involving the matters discussed in this Policy, any member of the University community may resort to a formal procedure. Initially, such person(s) must request in writing a review by the TTB. If this does not result in resolution of the issue, then such

person may file a request in writing for formal dispute resolution or policy interpretation with the Vice-Chancellor, citing this Policy.

7. The Vice-Chancellor shall diligently consult the involved parties and other University administration officials as necessary, and shall communicate the decision, which shall be final, in writing, to the appellant.

VIII. Conflict of Interest Commitment

1. Agreements entered into by the University and its Employees may be subject to disclosure, review and approval under the University's Conflict of Interest and the Conflict of Interest policies of the University unit in which the Employee is appointed.

IX. Termination

"S.R.T.M.University or the industry/manufacturer will have the right, but shall be under no obligation, to terminate the agreement between them to produce the product, if the other party:

- i) Is shown to be in breach or default in the performance of any of its obligations or covenants hereunder and fails to remedy the same within thirty days of a written notice to do so;
- ii) Ceases to do the business or
- iii) Is adjudged a bankrupt or has its assets placed in the hands of a receiver or make any assignment or other accommodation for the benefit of the creditors or files or has filed against it a petition for reorganization
- iv) In case of termination manufacturer of the product shall submit to S.R.T.M.University, Nanded all the details of the products already manufactured and sold out

X. Production and Further production

The manufacturer will produce the products as per the guidelines and instructions given by patent holder in consultation with TTB. The period for which products will be manufactured shall be decided by the manufacturer and the patent holder with mutual consent.

Annexure I

This form is used to report the creation of a new copyrighted material by university teacher, research scholars, fellows, and staff members, by anyone using University facilities, or collaborators who has entered into MoU with any of the above "Inventors". Copyrighted materials include 'medicine', 'recycled products', 'equipments', 'commercially oriented training materials', 'educational material', 'software', 'data', survey instruments. Inventors are bound by Technology Transfer Policy (TTP-2019) on Patents and Discovery.

I. INFORMATION of INVENTOR(S)

All entries must be made in own legible handwriting.

A. Names of Inventor(s). Give the list of inventor(s) in the order of contribution of the inventor. Also indicate who is the corresponding inventor. The corresponding inventor will be the point-of-contact between the research group and the Technology Transfer Board (TTB).

Inventor

Name: ----- Title: -----
 Mobile No.: ----- Alternative Mobile No. -----
 e-mail: ----- Alternative e-mail Id. -----
 Department: ----- Address for correspondence: -----
 Home Address: -----

Inventor Contribution (%):-----

Signature: _____ Date: _____

Inventor (2)

Name: ----- Title: -----
 Mobile No.: ----- Alternative Mobile No. -----
 e-mail: ----- Alternative e-mail Id: -----
 Department: ----- Address for correspondence: -----
 Home Address: -----

Inventor Contribution (%):-----

Signature: _____ Date: _____

Inventor (Corresponding Inventor)

Name: ----- Title: -----
 Mobile No.: ----- Alternative Mobile No. -----
 e-mail: ----- Alternative e-mail Id: -----
 Department: ----- Address for correspondence: -----
 Home Address: -----

Inventor Contribution (%):-----

Signature: _____ Date: _____

Attach additional inventor sheet(s) if necessary.

II. Copyrighted Material

Inventions include new medicine, processes, products, apparatus, compositions of matter, living organisms, or improvements to existing technology in those categories and as other invented by the inventor(s) covering the domain of the programs and courses offered by the university (including interdisciplinary inventions with collaborators).

- A. Title:
- B. Please describe the object or main function of the copyrighted material in brief: (please attach abstract)
- C. Please give the copyright statement or Unique Identification No. with mark of the university for the source of the incorporated elements.
- D. Please give the details of the source of funds supporting this research (grant number). Is it funded by State govt/Central Govt/NGO/Private Company/Industry/Research Organization/other university ?
- E. Is third party (collaborator) involved in this invention (product), such as through collaboration with another university, research organization, consulting or option agreement ?