

Policy
For
Intellectual Property filing and protection
(Intellectual Property Rights-IPR Cell)

Sharda University



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SHARDA
UNIVERSITY
Beyond Boundaries

INTRODUCTION

Intellectual Property Rights are exclusive legal rights over creations of the mind. IPR give the proprietor rights to exploit intellectual creation of the mind. IPRs are essential to fostering innovation to encourage inventiveness in various areas of research and development. It contributes to ensure profitability from knowledge.

PURPOSE AND OBJECTIVE

The principal objectives of the University's IPR Policy are:

- To encourage creative and innovative research leading to the generation of new knowledge, ideas and inventions.
- To facilitate the transfer of University-developed research results and new knowledge of commerce and industry.
- To provide faculty members, staff and students of the University assistance in assessing the patentability and commercial potential of their inventions.
- To facilitate the filing of applications and licensing where prime face the University finds it patentable.
- To train faculty members, staff and students about provisional patent filing procedures in India as well as the procedure for filing the Applications under the Patent Cooperation Treaty.
- To make faculty members, staff and students familiar with Patent filing forms (Form- 1, 2 & 5).
- To make faculty members, staff and students aware about the various requirements/data to be provided for filing of such forms.

SCOPE OF THE POLICY

1. IPR cell shall guide and help the faculty members and students of Sharda University in patentability assessment and to apply for various IPRs such as Invention(s), Designs, Integrated Circuit Layouts and other creative works.

2. The faculty members desirous of filing a patent or for any other IPR application would be given the necessary advice and guidance by the IPR cell.
3. An internal approval form (available at IPR cell) filled by the Principal Investigator (PI) wherein the names of the Inventors/Authors shall be mentioned, is to be signed by the PI and forwarded by the HOD for approval of the Chairman IPR Cell.
4. Invention disclosure description (in invention disclosure format) is to be forwarded along with the duly signed approval form to the IPR cell for further action.
5. Invention disclosure/Patent/Trademark and similar documents are to be treated as confidential and would be maintained confidentially by the signing of a Non-Disclosure Agreement by the IPR cell.
6. All the expenses for filing patents will be paid by the University. However, as the patenting is expensive, efforts should be made to get the patent filed through other funding agencies such as DBT, NRDC and DST (TIFAC).
7. The IPR cell shall help the inventor in drafting the patent application/ or any other IPR application and filling of relevant forms.
8. The draft application along with the relevant forms shall then be forwarded to the concerned agency/authority by the IPR cell.
9. The IPR Cell shall correspond with the authority/agency and the inventors on IP matters.
10. The IPR Cell committee for approval for patent filing would consist of:

1	Vice-Chancellor	Chairman
2	Principal Advisor	
3	Dean, Research	Convener
4	Dean, Academic Affairs	
5	Dean, SBSR	
6	Concerned HOD	
7	Finance Officer or his nominee	

11. The inventors would be required to cooperate with the IPR cell to expedite furnishing of information for timely actions since delay would mean payment of extra fee to the patent office.

12. Any work sought to be filed by a faculty member and or student(s) arising out of R&D work done at the University will be filed in joint names as inventors or authors while University shall be the applicant and owner of Intellectual Property (IP).
13. After filing of the application for IP protection, the inventors shall inform the IPR cell of any further development, if any, in the related R&D work.
14. The IPR Cell and inventors in collaboration with Research Advisory Committee shall work together for commercialization of the newly created knowledge.
15. Revenue sharing: The University and Inventors/researchers, all share in the revenue earned from the licensing of patents for their inventions. Under the **Current Policy** the net earnings from the commercialization of IP owned by Sharda University would be shared as follows:

The net earnings from the commercialization of IP owned by Sharda University (SU) would be shared as follows:

S. No.	Net earnings	Inventor(s) share	SU Share
1	For the first amount 'X'	60%	40%
2	For the next amount 'X'	50%	50%
3	For amounts more than 'X'	40%	60%

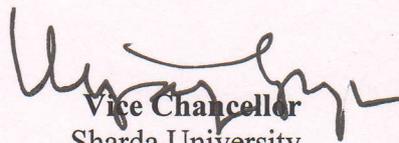
It is suggested that amount 'X' be initially fixed at Rs. 25 lakhs. The creator(s) share would be declared annually and disbursement will be made to the creator(s), their legal heir, whether or not the creators are associated with SU at the time of disbursement. Co-creators of IP shall sign at the time of disclosure, a Distribution of IP Earnings Agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The inventors may at any time by mutual consent revise the Distribution of IP Earnings Agreement. If any student has a significant part in the development of intellectual property, he/she should be given due credit and be mentioned in the Income Distribution Form.

16. **Infringements, Damages, Liability and Indemnity Insurance:** As a matter of policy, SU shall, in any contract between the licensee and SU, seek indemnity from any legal proceedings, including, without limitation manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation. SU shall also ensure that SU personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees. SU shall retain the right to engage or not in any litigation concerning patents and license infringements.
17. **Conflict of Interest:** The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and/or their immediate family have in the company.

A license or an assignment of rights of a patent to a company in which the inventors have a stake shall be subject to the approval of the Dean Research taking into consideration this fact.
18. **Dispute Resolution:** In case of any disputes between SHARDA UNIVERSITY and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Vice-Chancellor of SHARDA UNIVERSITY. Efforts shall be made to address the concerns of the aggrieved party. The Vice-Chancellor's decision in this regard would be final and binding.
19. **Jurisdiction:** As a policy, all agreements to be signed by SHARDA UNIVERSITY will have the jurisdiction of the courts in Greater Noida, U.P, and shall be governed by appropriate laws in India.
20. These guidelines do not constitute legal advice. In case of any legal problem, an intellectual property lawyer may be consulted.

R.M.Melha

Approved by


Vice Chancellor
Sharda University
Greater Noida