

ANNEXURE-1

INTELLECTUAL PROPERTY RIGHT POLICY (IPR)

of

P.R.Pote Patil College of Engineering & Management, Amravati



P O L I C Y

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INTELLECTUAL PROPERTY RIGHT POLICY (IPR)

1. Preamble

P.R. Pote Patil College of Engineering & Management, Amravati (PRPCEM) pays special attention towards education upliftment of the backwards and the downtrodden. PRPCEM is determined and committed to create the human resource capable of converting challenges into opportunities through imparting knowledge and training to the youths in various aspects of skill development. As such it addresses to all dimensions of higher teaching learning process towards making of the learners; the ideal citizens, the academic leaders and the global entrepreneurs to represent the Leader Indian in the 21st Century. The vision of the University is student centric. The Students Welfare Section truly incarnates this vision by providing the students, a platform for multidimensional and multi-faceted development. For PRPCEM, the youth is a source of strength, where their vigor is harnessed to nation building and socially relevant activities to build an egalitarian society. PRPCEM's efforts towards excellence are supplemented by substantial grants from various funding agencies like UGC, DST, DBT, AICTE, DRDO, DAE, RGSTC, etc. PRPCEM has a special recognition by way of collaborations with the premier institutes in and outside the country. PRPCEM has been always inclined towards creating necessary infrastructure conducive to the teaching learning process. PRPCEM has been accredited (First Cycle) by NAAC in 2018 with "A" grade.

In our country since the ancient time, despite being an innovative society and culturally rich in values, much of the tangible and intangible intellectual property created by great saints, scientists and people remained unprotected. The reason may be lack of awareness or perception that IP protection is not important. The intangible assets of an organization such as knowhow, inventions, brands, designs and other creative and innovative products are more valuable than its physical assets especially in today's enormously competitive world. Intellectual property plays an important role in providing a competitive edge to any organization. The protection of IP is imperative in the support of creators and inventors. Moreover, in the benefit of society it is essential to nurture creativity and inventions and guide all creators and inventors to realize their potential for generating, protecting and utilizing IPRs which may contribute to wealth creation, employment opportunities and business development. It is also important because the rationale for National IPR Policy lies in the need to create awareness about the importance of IPR as a marketable financial asset and economic tool.

This Intellectual Property Rights Policy Document of the PR Pote Patil College of Engineering & Management, Amravati seeks to provide the guidance to academic and non-academic staff, students, scholars, and outside agencies on the practices and the rules of the PRPCEM regarding Intellectual Property Right and obligations which include the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements. The policy laid down in this document is expected to fulfill the commitment of the PRPCEM to promote academic freedom and provide a conducive environment for research and development.

2. Purpose

PRPCEM has formulated this Policy for the management of intellectual property right to:

- i) Provide a conducive environment leading to development of intellectual property
- ii) Facilitate, encourage, promote and safeguard scientific investigation and research and the freedom of the scholars involved in research and development
- iii) Prepare and establish an IPR management policy and procedural guidelines to protect the inventions research carried out by the researchers
- iv) Frame the standards for Do's and Don'ts for the creators of intellectual property and their sponsors relating to inventions, discoveries and original work originating from the PRPCEM
- v) Enable PRPCEM to secure sponsored research funding at all levels of research
- vi) Make the creator of IPR aware of the applicable laws and rules for ensuring their compliance
- vii) Promote collaborations between the academia and industry through better clarity on IP ownership and IP licensing
- viii) Provide more freedom and autonomy to researchers for IP creation and management, in order to create a better eco-system for innovation and entrepreneurship within the state
- ix) Enable the PRPCEM to make beneficial use of such developed intellectual property for the maximum possible benefits of the creators, the affiliated institutes and the nation at large.

3. Objectives

PRPCEM has formulated this intellectual property policy for the management of intellectual property to:

- i) Foster, stimulate and encourage creative activities in the respective areas

- ii) Protect the legitimate interests of the University, faculty, scholars, students and other members of the University and the society at large and to help resolving possible conflicts of opposing interests
- iii) Put in place a transparent administrative system for the ownership control and assignment of intellectual properties and sharing of the revenues generated by the intellectual properties developed and owned by the University
- iv) Evolve an organization structure and procedures through which inventions and discoveries made in the course of university research may be made readily available to the public through channels of commerce
- v) Establish standards for determining the rights and obligations of the university, creator of intellectual property and their sponsors with respect to inventions, discoveries and works created at the university
- vi) Ensure compliance with applicable laws and regulations and enable the university to secure sponsored research funding at all levels of research
- vii) Provide the mechanism for preservation and use of intellectual property and procedures through which invention and discoveries made in the course of university research are disseminated to the public through technology transfer.

4. Types of Intellectual Property (IP)

The intellectual properties can be broadly listed as follows:

- a) Patents
- b) Copyrights
- c) Trade/Service marks
- d) Industrial designs
- e) IC layout designs
- f) New plant variety and Biotechnology inventions
- g) Traditional knowledge and Geographical Indications

5. Terms and Definitions

i) Assignment: transfer of rights or title in the intellectual property in writing.

ii) Copyright: exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his/her creative work.

iii) Copyrightable: materials include:

a) Books, journal articles, texts, glossaries, laboratory, manuals, syllabi, tests and proposals, study guides, bibliographies;

b) Lectures, musical or dramatic compositions, unpublished scripts;

c) Films, filmstrips, charts, transparencies, visual aids

d) Live video and audio broadcasts;

e) Programmed instructional materials;

f) Research notes, research data reports and research note books;

g) Other materials or works other than software which qualify for protection under the Indian Copyright Act.

(iv) Creator: any employee of the university whether employed full time or part time or on probation or temporary basis either in the university and/or in projects and those who are the research workers, research scholars or students or project fellows who are responsible for the creation of an intellectual property using the facilities of the University

(v) Confidential disclosure: an agreement between disclosing and recipient parties or a term in a research contract or license agreement.

(vi) Direct Expenses: costs associated with the development, protection, maintaining and licensing of intellectual property, including the regular payment of salaries or other overhead costs of the university.

(vii) Educational materials: contents and associated tools and technologies for delivery of content, including material developed for traditional face to face class room courses as well as other delivery methods such as through internet or other distance learning media. For the purpose of this policy, educational material do not normally include works such as text books, articles, papers, scholarly monographs or artistic works produced in the normal course of academic scholarship.

(viii) Invention disclosure: written description of an invention that is confidentially made by the inventor to the university.

(ix) Intellectual Property: any property generated out of intellectual effort of the creator (s). It includes but not limited to:

a) New and useful scientific and technical advancement in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties which are patentable.

b) Industrial and architectural designs, models, drawings software, creative, artistic and literary works, teaching resource materials generated, records of research etc, which is copyrightable.

c) Trademarks, service marks, logos, etc.

(x) IPR Cell and IPR Advisory Committee: The IPR Cell shall be headed by Professor, PRPCEM, Amravati as Director IPR appointed by the Vice-Chancellor. IPR Advisory committee comprises of three members (with Three years term) with expertise in areas related to IPR and technology transfer, as recommended by the Director IPR cell and approved by the Vice-Chancellor. However, Director IPR cell can reconstitute IPR Advisory committee with the approval of Vice-chancellor. The IPR Cell from time to time, will be incumbent to evaluate and make recommendations regarding IPR related issues. All educational institutes affiliated to SantGadge Baba Amravati University will establish IPR Centers in their institutes.

(xi) Know-how: the knowledge, innovations, practices, expertise, processes or procedures, and secrets of individuals regarding the use of material, product or resource, or the practice of a method for a particular purpose.

(xii) Patent and patentable materials: defined as in Indian Patent Act 1970 and further amended from time to time. The patentable material includes discoveries and inventions of new products and processes.

(xiii) Patentee: person for the time being entered on the register of patents kept under the Indian Patent Act as the generator or proprietor of the patent.

(xiv) Publication: disclosure of an invention in the printed form. Printed publication includes abstracts, student thesis and in certain instances, the grants proposals.

(xv) Revenue: payment received as per an agreement by the university, usually for legal use of an intellectual property of the university through a license.

(xvi) Non Disclosure Agreement (NDA)/Confidentiality Agreement: the agreement intends to protect proprietary or confidential information among the parties involved in executing a NDA.

(xvii) Visitor: a person either from India or abroad visiting under a collaborative activity or associated work at PRPCEM. It is expected that the visit has been approved by competent authority of PRPCEM.

6. Administrative Structure of IPR Cell

The IPR Cell will have a team of individuals having defined roles. The constitution of the IPR Cell may be as follows:

1. Chairperson (To be nominated by the Vice Chancellor/Director/ Principal)
2. Member Coordinator
3. Members – at least one faculty member each from Basic Sciences, Engineering, Humanities, and Social Sciences
4. Two IP experts as members – one IP expert from management faculty and one IP expert from law faculty. In case of non-availability of expert faculty members from management and law faculties, external members with relevant IP expertise may be appointed as IP experts.
5. University Finance Officer
6. Two research scholars (preferably from engineering and science stream)

6.1 Tenure of Members

The tenure of the members of the IPR Cell shall ordinarily be three years and since the activities of the cell demand expertise in the area of IP, the tenure of members may be renewed by the Vice-Chancellor, before the end of the term of their appointments, based on their performance in the IPR Cell. The IPR Cell will have the overall responsibility of guiding the university administration on all decisive issues relating to this IPR Policy and any other relevant matters relating to IP generated within the University.

6.2 Administration of IPR Policy

The powers and responsibilities to amend and implement IPR Policy by various entities are described below:

(i) Powers to Amend IPR Policy

PRPCEM, through its Governing Body will have the full power to make changes to the IPR policy or bring out a new policy as and when it is felt necessary. This can happen in view of changes in Government policies or other national and international developments including treaties and legal judgments. The changes or the new policy shall be applicable to all faculty/students//project staff/ supporting staff /visitors.

(ii) Responsibility to Create/Amend Procedures and Processes for Implementation of IPR Policy

Vice-Chancellor will have full powers to create and amend administrative mechanism from time to time in view of the changing needs including creating administrative bodies and entrusting role and responsibilities to various individual(s)/existing entities for evolving detailed procedures and to facilitate implementation of the IPR policy of PRPCEM.

(iii) Appeal Procedure

In case of 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, any aggrieved person can appeal to the administrative body formed for the purpose to resolve the issue. In case the appellant is not satisfied with the decision of such a body, he/she can appeal to the Vice-Chancellor of PRPCEM, whose decision shall be final.

(iv) Infringement of IP

In case of violation/infringement of any intellectual property rights such as patent infringement by the PRPCEM faculty/students/projectstaff/supporting staff/visitors or any third party infringing upon the IPR of an PRPCEM inventor, PRPCEM will create an appropriate administrative body, which would first investigate the matter and make recommendations to the Vice-Chancellor for resolution of such violation/infringement. In case of any third party infringing upon IPR of SGBAI, the above administrative body will investigate and make recommendations to the Vice-Chancellor including need for any legal course of action.

7. Ownership of Intellectual Property

7.1 Inventions, Designs, Integrated circuits & circuit layouts, and other creative works

The University shall be the owner of all intellectual properties including inventions, software's, designs and integrated circuits, specimens, created by creators as a result of University research or created by substantial use of University facilities. Specific provisions relating to IPR made in contracts governing the collaborative /sponsored activity shall determine the ownership of IP in case of sponsored or collaborative research. Usually where there has been external corporate, foundation, trust, Government or industrial funding of any project, the intellectual property generated from such a project shall owned by the University, creator of intellectual property and the funding agency jointly provided such agency has provided Rs. 10/- lakhs or more for a particular research/invention /intellectual creation under a specific agreement with the University.

The non-PRPCEM personnel, who create invention including software, design, integrated circuit or circuit layouts at PRPCEM without any intellectual contribution of the PRPCEM personnel and significant use of the PRPCEM resources, shall be the owner of such invention.

The creator of the intellectual property on a mutual agreement a creator of intellectual property may assign his/her IPR he or she would otherwise to the University to be managed by the intellectual property cell. If the University cannot, or decides not to proceed in a timely manner to protect and or license university owned intellectual property, it shall assign ownership to the creator upon request to the extent prompted by these ordinances and third party agreements if any.

7.2 Exceptions to the ownership

The creator of the intellectual property may opt to retain the ownership of the following:- a) all intellectual properties developed without substantial use of University resources. b) all rights in artistic, literary and scholarly intellectual property such as scholarly books articles and other publications including those in electronic mode, works of art, literature and music recordings shall belong to the creators despite use of University resources so long as such works are not the projects of University research, neither created under the direction and control of the University, nor developed in the performance of a sponsored research or third party agreement. c) All copyrights in papers, thesis and dissertations written as a student to earn credit in university courses or otherwise to specify university degree requirements. d) The University faculty and students may freely published research of their result provided such research does not to leave copyrightable/patentable intellectual property.

7.3 Creation of Intellectual Property

The IP consisting of patentable or copyrightable material can be created by the University in the following ways:

- i) when University undertakes an assignment either from external agency or by its own initiation to take up on creation of a specific copyrightable or patentable material and deposes a team of its researchers to accomplish it as and when an individual researcher or a team of researchers may develop copyrightable or patentable material during the course of their research or as a specific project.
- ii) When some external funding agencies such as Government, foundation, trust commercial / corporate undertaking may enter into a specific agreement with the University and research team of researchers to develop some specific copyrightable or patentable materials.

7.4 Evaluation and Management of IPR

IPR Cell of the University will coordinate the activity of evaluating, protecting, marketing, licensing and managing the IPR generated at the University. The creators of the IPR shall provide all the necessary information to the cell for the management of the IPR. The IPR Cell will get it evaluated through the IPR Advisory Committee and also by co-opting the patent attorney/legal external experts whenever and wherever needed, before deciding to manage the IPR. An invention will be patented only if it has some commercial use, motivation and viability at some point of time in the future.

8. Registration of Patents / copyrights

a) Filing of application in India:

The creators of know-how / designs / instruments / devices / processes / specimens and other such IPs who want patents for the patentable IPs and / or transfer thereof for commercial exploitation will be required to make an application for the purpose to the Director IPR Cell as per the procedure laid out by the IPR Cell and approved by the Vice-Chancellor. If any creator(s) consider its necessary to obtain immediate protection for safeguarding interest of the creator(s), a professional patent may be directly applied by the creator(s) after obtaining the permission from the University and simultaneously apply for the evaluation of the IP by the University as per the prescribed procedure. In case the University decides to take the patent in the name of the University (viz. Registrar of the University Jointly with Creator or Team), the expenses incurred by the creator(s) for obtaining the professional patent protection will be reimbursed to the creator(s) by the University. The University employees associated with any activity of the University shall treat all IPR related information as confidential. Such confidentiality shall be maintained till the date as demanded by the University or the relevant contract between the concerned parties, unless such knowledge is in the public domain or in generally available to the public.

b) Filling of Application in Foreign Countries:

The University may consider requests for registration of Patents in foreign countries based on the merit of the IP. If the University decides not to file such a patent in any foreign country, the University shall assign rights of IP in that country to the creator(s) for the purpose of such protection, if the creator so desires with his own expenses.

9. Renewal of Patent

The University will pay the Patent Fees for the first seven years in all cases where patent is taken by the University (Registrar of the University Jointly with Creator). If it is a joint patent with a sponsoring agency, the patenting costs may be equally shared. If the patent has been

commercially exploited within the first seven years, the University shall pay the Patent Fees for the remaining period of the life of the patent. If the patent has not been commercially exploited within the first seven years, the University and the creator(s) shall share the subsequent installments of renewal fees on 50:50 basis. If the creator does not show interest in such renewals, the University can either continue the patent by paying the fees for its full term or withdraw application for the patent protection at its discretion.

10. Commercialization and Benefit Sharing

Licensing and assignment of IPRs to a third party are the most common modes of IP transfer that can lead towards commercialization of IP. While both licensing and assignment involves giving certain rights to another party, the key difference is that assignment involves transfer of ownership, while licensing is limited to permitting certain uses. The mode of assignment to be used is to be decided by the Vice Chancellor on recommendation of the IPR Cell.

10.1 Types of IP Licensing and Assignment

(a) Exclusive Licensing:

The licensor licenses the IP solely to one licensee. In other words, the licensee will be the only one authorized by the licensor to use and exploit the IP in question. It is usually in the interest of the university to refrain from giving exclusive licenses of the IP other than copyright. However, in exceptional circumstances it is to be decided by the Vice Chancellor on recommendation of the IPR Cell.

(b) Non-exclusive Licensing:

The licensor is permitted to enter into agreements with more than one entity for use and exploitation of the IP. In other words, the same IP may be used by different licensees at the same time for the same purpose or for different purposes.

3. Sub-licensing:

This is applicable when a licensee wishes to further license the IP to another party/parties. Permissions pertaining to sub-licensing need to be clarified explicitly in the agreement between the universities/ researchers and licensee(s).

10.2 Transfer of Intellectual Property

a) The creator shall make a confidential disclosure to the Patent Attorney/ Legal Expert/IPR in writing as soon as possible if the University has an ownership interest and if the intellectual property/technology may be patentable, copyrightable or has potential for commercialization and licensing. The IPR cell will provide disclosure forms on request. The creator may consult IPR cell with respect to his/her duties to disclose inventions and the manner and timeliness with which such disclosures should be made to the IPR Cell.

(b) The disclosure should contain sufficient detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation and technical characteristics of the creation. The creator(s) should also be responsible to update the IPR cell in a timely manner of any developments involving publications, sale or use of which he becomes aware after the confidential disclosure.

(c) If the creator claims an ownership interest in intellectual property or has a question about whether an assignment must be made to the University, the intellectual property shall be disclosed to the IPR cell and the claim or question clearly stated. The University, through the IPR, will provide a determination of rights within a reasonable time following submission, generally not to exceed 90 days. The determination may be appealed to the Vice-Chancellor for a final adjudication.

(d) The IPR will evaluate inventions and other intellectual property disclosed to the IPR to suggest the form of intellectual property protection, if any, that should be considered and also the potential for commercial exploitation. Thereupon it shall either assign the task of securing patent/copyright in the intellectual property and of managing its subsequent economic use to the specialist agency or do so itself in a timely and efficient manner. Direct expenses associated with obtaining protection for intellectual property in which University has stake/share shall be borne by the University if such intellectual property is being managed by the IPR, by the specialist agency if University has entrusted management of a particular intellectual property to it and by the creator/inventor if he has withdrawn management of intellectual property from specialist agency /IPR cell on grounds of non-performance.

(e) The University or its agents or the creator after obtaining approval from the Vice-Chancellor through Director IPR Cell may approach external agencies for commercial exploitations. All agreements shall be signed by the Registrar of the University on the recommendations of Director, IPR and the creator of the IP being transferred, on behalf of the University.

(f) In case of IP involving more than one creator, a coordinator from among the creators shall be identified by the creators, for IP protection purposes. At this stage all members of the group of creators shall sign a revenue sharing agreement for the IP, as and when they accrue. This revenue sharing agreement may be modified at any time on mutual consent among the creators and intimated to the Director IPR Cell. Any conflict with regard to revenue sharing among the

creators will be resolved by the University and the same will be binding on all the creators of the IP.

10.3. Benefit Sharing

The revenue generated from the Intellectual Property shall be distributed as follows:

1. When University is the Creator, the income from economic use of intellectual property will be shared amongst the University and Research Team as 60% and 40% respectively.
2. When the individual researcher or a team of researchers is the Creator and has used substantial University resources, the Revenue shall be shared amongst the individual researcher, team of researchers and the University and as 60%, 40% respectively.
3. When the creation is the result of funded research, the income from economic use to be received from the Institution funding the research will be on revenue sharing basis at the level determined in the agreement assigning economic use of intellectual property to that institution when it is the economic user. In such cases the income shall be shared between the team of researchers and the University as 60%, and 40% respectively.
4. When a Company, Industry or Commercial Undertaking other than Funding Institution is the economic user, the income receivable from the economic user will be as provided in the licensing agreement with that Company, Industry or Commercial Undertaking. Such income will be shared as 60% and 40% between the Funding Agency and the University respectively. The University will distribute the income it so derives to itself, researcher/team of researchers as in the preceding paragraph.
5. The shares as mentioned above shall be determined after deducting the direct expenses if any from the total income received by the University.
6. The creator(s) share would be declared annually and disbursement will be made to the creator(s) or their legal heir, whether or not the creators are associated with the University at the time disbursement.
7. Co-creators that is research team members 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 co-owners of intellectual property may at any time by mutual consent revise the distribution of IP Earnings.

10.4 Encouraging Entrepreneurship and Start-ups

The researcher may be exempted from any upfront fee and royalty for three years, on any university owned IP where they are named as inventors, for the purpose of starting firms/ start-ups. If there is more than one researcher, all researchers can collectively avail this benefit, and not individually or in subgroups without the consent of rest of the researchers in the IP being utilized for the purpose.

11. Responsibilities of the University

a) To assign, at its discretion, the management including patenting/copyrighting, negotiating and assigning or licensing commercial use of such intellectual property in which it has stake/share to a specified agency created for this purpose under such terms as the University may consider reasonable or University may manage such intellectual property through IPR cell. Provided however that if the specialist agency or IPR Cell, as the case may be, fails to serve patent/copyright within one year of Patentable/copyrightable material being made available by the inventor/creator or fails to assign /license patented/copyrighted material to economic use, during further period of one year, the inventor/creator will have the right to withdraw right of the inventor/creator will have the right to withdraw right of management of patentable/copyrightable or patented/copyrighted material to himself and take further action to manage it himself and thereupon the right of the specialist agency/IPR Cell to manage it will stand terminated.

b) To make aware the faculty members, staff and other scholars regarding University's intellectual property.

c) To provide support as it deems necessary or desirable to obtain legal protection o intellectual property in which University has stake/share.

d) To facilitate the transfer of such intellectual property for economic use and develop mechanisms within these statutes for the assignment and management of Intellectual Property.

e) To provide legal support as it deems necessary and desirable to defend and protect the interests of the University and the creators of the intellectual property against third party claims or unauthorized use.

f) To impart information to research sponsors as required by research and Licensing agreements, and applicable laws and regulations in a timely manner.

12. Responsibilities of the creator

- a) To make an invention disclosure in a thorough and timely manner of all inventions, discoveries and other works that are patentable/copyrightable and in which University has stake/share as described in this policy document.
- b) To provide such assistance as may be necessary throughout the assignment process to protect and affect transfer of the intellectual property.
- c) To return all records and documents that are necessary for the protection of the intellectual property.
- d) To abide by all commitments made in license, sponsored research and other agreements made in accordance with this policy document.
- e) To cooperate with the University with full responsibility in resolving all conflicts as may arise with respect to the IPs concerning to him/her and to make timely disclosure of such information which may hint towards any potential conflict relating to IP.
- f) To manage, including bearing patent / copyright, assigning it for economic use or licensing it similarly on terms to be finalized jointly by Director of IPR cell, inventor/creator and financing agency if any for the research project which lead to such an invention/creation, in situation referred to in 12(a) when inventor/creator has withdrawn the right of management of intellectual property from the specialist agency of IPR Cell due to their nonperformance. Provided that income from any such assignment/licensing for economic use will necessarily be receivable by the University in totality and distribution of inventor's/creator's and financing agency's share will be the exclusive responsibility of the University.

13. IP Protection Implementation Process

1. Researcher/Inventor will apply to IPR Cell in prescribed format disclosing all relevant information and providing supporting documents. The researcher/inventor has to follow the guidelines and abide the conditions mentioned in this document.
2. After receiving the proposal from a researcher in prescribed format, the IPR Cell will initiate the process of IP protection. The IPR Cell will screen the received applications once in three months. IPR Cell has the right to reject incomplete applications or applications with inadequate supporting documents.
3. If an innovation is recommended by the IPR Cell for patent protection, the IPR Cell will file patent applications through patent agent/attorneys.

14. Limitation of IP Rights with regard to Certain Activities

The university shall retain the right to submit and share soft copies of all undergraduate/postgraduate/research related works (including, but not limited to projects/ dissertations/ theses) through any digital repository created by the University or the Government or any other regulatory body, including “Shodhganga e-repository”. In cases where the invention is patentable in nature, the researcher as well as the University may take necessary steps for filing patent application before submission of such research work such as dissertation, thesis etc. in the repository.

15. Dispute Resolution

Any disputed issue related to the intellectual property or the interpretation of these Ordinances, shall be decided as follows:

- i) In case of any disputes between PRPCEM and the inventors/creators regarding the implementation of the IP policy, the aggrieved party may appeal to the Registrar of the PRPCEM. The tribunal shall consist of Director IPR Cell, one member appointed by the ViceChancellor, one member nominated by the other party(s) and the Legal Advisor of the University. Efforts shall be made to address the concerns of the aggrieved party through the appointment of a committee of experts and the verdict of the Director (IPR Cell) shall be final.
- ii) The process of resolving the dispute shall be completed expeditiously and except in unusual circumstances within three months.
- iii) The tribunal of Arbitration shall have power to regulate its own procedure in consonance with principles of natural justice.

16. Jurisdiction

All agreements to be signed by PRPCEM will have the jurisdiction of Amravati city in the state of Maharashtra and shall be governed by applicable laws of India from time to time.

WITH ALL ACADEMIC STAFF OF PRPCEM,AMRAVATI

1. Name _____
(First Name) (Middle Name) (Surname)

2. I submit that by virtue of:

- My employment at PR Pote Patil College of Engineering & Management, Amravati (PRPCEM) and /or
- My participation in research at PRPCEM
- Opportunities provided or to be provided by PRPCEM which result in significant use of PRPCEM 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 PRPCEM 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 PRPCEM resources or
 - (iii) is an outcome of “work-for-hire” as per IPR guidelines.
- B. I shall cooperate with PRPCEM to obtain, protect or exploit the intellectual property through legal protection such as patent, copyright etc.
- C. I shall make available all documentation of PRPCEM intellectual property.
- D. I shall surrender to PRPCEM the documents related to intellectual property if I leave PRPCEM 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 withPRPCEM

FORMAT (PRPCEM/IPR/II)
PR POTE PATIL COLLEGE OF ENGINEERING & MANAGEMENT, AMRAVATI
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) (Please attach separate sheet)

- 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? (Please provide details)

11. Date of start of the project _____

12. Give literature search details (Please use separate sheet(s), if needed)

a. Journals and other publications

b. Patent databases

13. Has the work been displayed anywhere, if yes, when and where? Give details.

14. First record of initial idea / invention (Oral/written/conceptualization)

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 a. Completed and results validated? b. At a basic conceptualisation stage?

24. I agree to assign to Indian Institute of Technology, Roorkee 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 : _____
Signature Date

Director (IPR) : _____
Signature Date

FORMAT (PRPCEM/IPR/III)
PR POTE PATIL COLLEGE OF ENGINEERING & MANAGEMENT, AMRAVATI
CONFIDENTIALITY AGREEMENT

The agreement is entered on _____ between:
(Day) (Month) (Year)

(a) SantGadge Baba Amravati University (herein after referred as PRPCEM)) and

(b) Organisation: _____ (herein after referred _____) to the following effect.

- Whereas PRPCEM has certain technical information related to the area of _____ (herein after referred as Confidential Document) and –
Whereas _____ is interested in examining the Confidential Document.

- Now, therefore, the parties PRPCEM and _____ agree to the following:

(a) PRPCEM shall disclose to _____ to confidential document containing details generally adequate for _____ to evaluate the document for the purpose of further negotiation on the possibility of entering a formal agreement and, if necessary, acquiring rights to use the confidential information irrespective of its status on patentability or other intellectual property rights.

(b) _____ agrees to accept the disclosure of the Confidential Document and ensure secrecy and confidentiality of the above the same way as the organization's own confidential documents are treated. The content of the document will be disclosed only to the relevant person with an obligation not to transfer the information to others.

(c) It is further implied that _____ will not exploit the confidential document unless formal terms and agreement are agreed upon to acquire such rights.

(d) The obligations outlined in (2) and (3) will not be applicable for those parts where
(i) the contents are known to be in public domain or available prior to the date of disclosure.

(ii) the contents are demonstrated to be in possession if _____ or its subsidiaries from other sources prior to the disclosure.

(iii) The content appears in the public domain by publication or otherwise.

(e) The obligation of confidentiality on the part of _____ will be in force for _____ unless the period is extended subsequently.

(f) It is also implied that the disclosure does not grant the right to exploit the content or to use the patent or other intellectual property right.

Name _____
(Authorised representative)

Name _____
(Authorised representative)

Signature _____

Signature _____

Dated _____
dm y

Dated _____
d m y

SantGadge Baba Amravati University

Seal

(Name of receiving Institute)

Seal

FORMAT (PRPCEM/IPR/IV)
PR POTE PATIL COLLEGE OF ENGINEERING & MANAGEMENT, AMRAVATI

**AUTHORISATION CERTIFICATES TO PRPCEM/COLLABORATIVE
ORGAISATIONS BY AUTHORS (EMPLOYEE) FOR IPR PROTECTION**

I/We, (i) _____
(ii) _____
(iii) _____

(iv) _____

of (i) (Institute / Organization's name):

Address: _____
City _____
Pin Code _____
State _____

(ii) (Institute / Organization's name):

Address: _____
City _____
Pin Code _____
State _____

Have developed software/scientific work/artistic work/mask work entitled
“ _____
_____”.

The software / scientific work / artistic work has been developed by us during the course of our / my employment with PRPCEM, as a part of our duty and the work has made use of significant resources and duty time.

As per our / my terms and conditions of appointment of our employer / Institutes / organizations mentioned above we/I assign the ownership of the submitted work to our / my employer organizations.

I/We, hereby authorize _____ and
_____ to process registration of copyright under
the Indian Copyright Act, 1957.

Authors:

- | | | | |
|----|-------------------------------------|----|-------------------------------------|
| 1. | a. Name | 2. | a. Name |
| | b. Signature | | b. Signature |
| | c. Date | | c. Date |
| | d. Name of employer
Organization | | d. Name of Employer
Organization |

- 3. a. Name
- b. Signature
- c. Date
- d. Name of employer
Organization

- 4. a. Name
- b. Signature
- c. Date
- d. Name of Employer
Organization

Endorsement of authorized officer of the organizations for processing of registration of copyright.

Name _____
Designation _____
Seal _____
Date _____

Name _____
Designation _____
Seal _____
Date _____

FORMAT (PRPCEM/IPR/V)
PR POTE PATIL COLLEGE OF ENGINEERING & MANAGEMENT, AMRAVATI

**APPLICATION FOR COPYRIGHT REGISTRATION OF IN-HOUSE
DEVELOPED TECHNICAL/PROFESSIONAL/SCIENTIFIC/ARTISTIC WORK**

Copyrightable Material Disclosure (Non-Software)

- 1. Author's name :
 - a. _____
 - b. _____
 - c. _____

d. _____

2. Department :

a. _____

b. _____

c. _____

d. _____

3. Title of Document/Work:

4. Brief description about the nature of document (approx. 150 words)
(To be annexed)

TICK AS APPROPRIATE

a. Review

b. Research/Development work report

c. Design report

d. Survey

e. Class note

f. Pre-publication report

g. Any other

5. Claims of originality (approx. 150 words)

a.

b.

c.

6. Any similar report/document available to the knowledge of authors:

7. Does the Document/Work belong to the category of:

a. Sponsored Research, if yes : Project Title: _____

Project code: _____

b. Ph.D. Thesis []

c. UG/PG Thesis []

d. Individual work []

e. Collaborative work between organizations []

f. Class Notes/Teaching Material []

8. Does the document use non-obvious diagrams from other's work and, if so, if permission has been taken for reproducing in the document?

Yes []

No []

Signature _____

Date _____

FORMAT (PRPCEM/IPR/VI)
PR POTE PATIL COLLEGE OF ENGINEERING & MANAGEMENT, AMRAVATI

**APPLICATION FOR COPYRIGHT REGISTRATION OF IN-HOUSE
DEVELOPED SOFTWARE/COMPUTER PROGRAM
IN THE 'SOFTWARE BANK' OF PRPCEM**

1. Author's Name :
- a. _____
 - b. _____
 - c. _____
 - d. _____

2. Department : a. _____
b. _____
c. _____
d. _____

3. Title of Software/ Computer Program:

4. Give (in 150 words approx) an introduction to the program?

5. What is unique about the package? (in 150 words)

6. What is the application area/advantage of the package? (in 50-70 words approx.)

7. Who are the likely users of the package?

8. What other packages/ approaches compete with this package?

9. How big is the code?

- a. Lines of code:
- b. Language, system developed on:
- c. Man years of research:
- d. Man years of development

10. Has the package been developed as a part of:

- a. Sponsored Project _____
- b. Ph.D./PG/UG Thesis _____
- c. Individual _____
- d. Collaborative Research If yes, give specific information (25 words)

11. Does the software use other packages? If yes, give detail.

12. Status of validation

13. Sample application illustration (To be provided separately)

14. Authors' recommendations on category of registration

- a. Proprietary
- b. Public domain
- c. Limited circulation

15. List of possible users: (Please attach list with the following details)

- a. Contact Person
- b. Name of organization
- c. Department

FORMAT (PRPCEM/IPR/VII)
PR POTE PATIL COLLEGE OF ENGINEERING & MANAGEMENT, AMRAVATI

AUTHORISATION TO PRPCEM (EMPLOYER) BY AUTHORS (EMPLOYEES)
FOR "COPYRIGHTING REGISTRATION" (PRPCEM OWNED WORK)

I/We, (i) _____
(ii) _____
(iii) _____
(iv) _____
(v) _____

of Department:

SantGadge Baba Amravati University have developed a software/scientific work/literary work/Video work/(specify, if other) work entitled

“

_____”.

This software/scientific work/literary work/video work/(specify, if other) work has been developed by me/us during the course of my/our employment with PRPCEM and the work has been done as a part of my/our duty. I/We hereby do not claim ownership of this work as per the terms and conditions of our appointment in PRPCEM. PRPCEM is assigned the ownership of the said software and I/we have no objection to PRPCEM obtaining a copyright for the said software under the Indian Copyright Act, 1957.

Authors :

- | | | | |
|----|------------------------------------|----|------------------------------------|
| 1. | a. Name
b. Signature
c. Date | 2. | a. Name
b. Signature
c. Date |
| 3. | a. Name
b. Signature
c. Date | 4. | a. Name
b. Signature
c. Date |



A handwritten signature in blue ink, appearing to be "P. R. Pote".

Principal

P. R. Pote College of Engineering &
Management, Amravati

Principal
P. R. Pote (Pati) Edu. & Welfare Trust's
Group of Institution's
College of Engg. & Management
Kathora Road, AMRAVATI.