

# **INTELLECTUAL PROPERTY RIGHT POLICY**

**2023**



**Centre for Industry Institute Partnership Programme (CIIPP)  
PANJAB UNIVERSITY, CHANDIGARH**

## **Preamble / Executive Summary:**

One of the oldest Universities in India, the Panjab University (PU) initiated at Lahore in 1882, has a long tradition of pursuing excellence in teaching and research in science and technology, humanities, social sciences, performing arts and sports. The university has a proven track record of meeting educational demand and resolving regional and national issues/problems of Industry/Society. The University has a vision to create new frontiers of knowledge in quest for developing a humane and just society. The University through this IPR policy aims to protect knowledge created in the University for subsequent Commercialization. In order to encourage commercialization of IP registered and own by the University, Inventor (s) of such IPs are encouraged to promote a start-up company (following the guidelines established by University's Entrepreneurship Policy) for developing a business proposition leveraging the IP under consideration.

## **Objectives:**

- ❖ To promote an eco-system that is conducive to the development of diverse varieties of research and innovation in the University.
- ❖ To protect Intellectual Property Rights (IPRs) generated by faculty, student and staff of the University and make these freely available where appropriate, or to exploit IPRs in such works with appropriate sharing of benefits.
- ❖ To lay down an efficient, fair, and transparent administrative process for ownership control and assignment of IP rights and sharing of revenues generated by IP, created and owned by university.

## **1. INTELLECTUAL PROPERTY (IP)/ PATENT OWNERSHIP CRITERIA**

The Intellectual Property (IP) / Patent ownership criteria is as follows:

- a) When the office of CIIPP receives a file for processing a patent application, it should be processed within 10 – 20 working days unless there is any clarification or concern.
- b) When Panjab University facilities / funds are used substantially or when IPR is developed as a part of curriculum/ academic activity, IPR can be jointly owned by inventors (some or all inventors can be assignees as per understanding between inventors) and Panjab University with an exception of the cases where the funding agency allows sole ownership to the grantee/ inventor/ innovator.
- c) If product/ IPR is developed by innovators not using any institute facilities, outside office hours (for staff and faculty) or not as a part of curriculum by student, then product/ IPR will be jointly owned by inventors (some or all, as per mutual understanding between the inventors) and Panjab University.
- d) If there is a dispute in ownership, a minimum of four membered committee consisting of two or more faculty member/ alumni of the institute (having experience in technology commercialization) or industry experts of the relevant area and one legal advisor with experience in IPR may be constituted by Vice-Chancellor on recommendation of Director CIIPP. The members will examine the issue after meeting the inventor(s) and may settle the issue to everybody's satisfaction. Alumni/faculty of other institutes can also be included as members, if sufficient experience is not existing within the department/institute.
- e) If a University employee creates IP including softwares, designs, products and integrated circuit layouts while working with another organization/industry/sponsor, where the latter claims IP

rights, it can be co-owned by the Panjab University, University employee and the organization/ industry/ sponsor. If a University employee creates IP while working on a project funded by Industry, where the latter claims IP rights, the same should be indicated in the contract/agreement/MoU between Panjab University and the industry.

## **2. IPR COMMITTEE**

University's Intellectual Property Right Committee (approved by Vice Chancellor of Panjab University), would comprise of:

- a) Director, CIIPP as the ex-officio Chairperson of the committee. He/ She will propose other members of the committee.
- b) At least four faculty members of Panjab University from Sciences, Pharmaceutical Sciences, Engineering and Law domains. The committee should preferably consist of faculty who have experience in technology translation.
- c) Vice Chancellor's nominee

### **Scope of IPR Committee:**

- a) Decide maximum amount that can be reimbursed to an employee of the University for different stages of patenting like patent search, patent drafting, patent filing, patent examination, patent maintenance, annuity fee, IP protection fee etc. This activity may be done by the IPR committee as and when required.
- b) Teachers desirous of getting funds for protection of IPR may be asked by the IPR committee to give a presentation. IPR committee may constitute a sub-committee of experts to get opinion on an application.
- c) Streamline patenting process in Panjab University.
- d) Redressal of Grievances of students/teachers related to Intellectual Property filing/publication/examination/protection/maintenance etc.
- e) Recommend to appropriate authorities of Panjab University, actions for improving IPR ecosystem of the University.
- f) Recommend to appropriate authority of Panjab University, actions for sorting any matter related to IPR.
- g) Organize IPR awareness events, patent search/ drafting/ examination sessions.
- h) Keep proper record of patents of Panjab University.
- i) Keep proper documentation/record of patents filed; patents granted and inventions disclosed.
- j) Give incentives/ awards to Innovators/ Faculty/ Staff/ Students for promotion of IP creation/ protection/ commercialization.
- k) Committee can hire consultants (on paid basis) for short terms to undertake technology assessment and evaluation.
- l) Committee can make efforts for introduction of IPR courses in departments.

### **3. AUTHORITY REGULATING ALL CONTRACTS, AGREEMENTS, MOU AND COMMITMENTS**

All Commitments, Agreements, Memorandum of Understanding, Memorandum of Agreement etc. relating to filing, commercialization or exploitation of University-owned IP will be granted in the name of the Panjab University for and on behalf of the University by the Registrar, Panjab University on the recommendations of the Director, CIIPP.

### **4. FINANCIAL ASSISTANCE FOR PROTECTION OF IPR**

- A) Expenses upto Rs.75000 per patent will be funded by the Panjab University.
- B) The financial assistance is open to meet any expenses incurred towards patent search, patent filing including filing fee, attorney fee towards patent drafting or replying to examiners objections, patent examination fee, microbial culture deposit fee, maintenance fee, IP protection fee etc. The funding will be made available only to those innovators whose innovation has some commercial value as per the recommendations of the IPR committee.
- C) Financial assistance for protection of IPR can be given against applications of employees of Panjab University. Financial assistance for protection of IPR can be made available to the inventors from the affiliated colleges of Panjab University against applications in which Panjab University is one of the assignees.

### **5. LICENSING/COMMERCIALIZATION OF IP**

- a) Inventors and Panjab University can together license the product / IPR to any commercial organisation, with inventors having the primary say. License fees could be either / or a mix of 1. Upfront fees (Signing amount) 2. Milestone payments 3. Royalty as a percentage of sale-price 4. Shares in the company licensing the product.

*However, above mentioned are only suggestive modes and are not limiting any other modes*

- b) In the event of Licensing of a Patent, an agreement will be signed between Registrar, Panjab University, Chandigarh, other assignees of Patent (if applicable) and the Licensee, on recommendations of Director, CIIPP. Agreement will contain, amongst other things, License signing amount (if any), Royalty formula (if any) and formula for distribution of income between assignees (equal shares to be distributed amongst all assignees, if not specified). Assignee(s) can give part of their share to Technology Enabling Centre (TEC) or any Govt. funded centre/ laboratory of Panjab university, so as to compensate for the assistance provided by TEC or any Govt. funded centre/ laboratory of Panjab university in commercialization of the IP/ for providing IP services, as per mutual agreement (in case TEC/ or any Govt. funded centre/ laboratory of Panjab university is a facilitator).
- c) Hundred percent of share of Panjab University (in cases where inventor(s) from PU and PU are assignees), in the Signing amount/Royalty/Income from License, will be given to CIIPP.
- d) Eighty percent of share of Panjab University, in the Signing amount/Royalty/income from License, will be given to the Inventor (s) from Panjab University (if no inventor from PU is assignee). Money so earned, by the Inventor (s) from Panjab University, may be further shared among Inventor (s) and partly with Technology Enabling Centre (TEC) or any Govt. funded centre/ laboratory of Panjab university for the assistance provided by TEC or any Govt. funded centre/ laboratory of Panjab university in commercialization of the IP/ for providing IP services.
- e) Twenty percent of share of Panjab University (if no inventor from PU is assignee), in the Signing amount/Royalty/Income from License, will be given to CIIPP.

- f) Co-inventors of IP should sign (in cases where PU is assignee and no inventor from PU is assignee), a distribution of the IP earnings agreement, which should specify distribution of earnings from IP to each co-inventor. The inventor(s) may, at any time, by mutual consent, revise the distribution of IP earnings agreement. Copy of this agreement should be submitted in office of Director, CIIPP.
- g) The inventor's share will continue to be paid irrespective of whether or not the individual continues as an employee/student of the University (in cases where ownership of IP/product is not with inventors). In case of the death of an employee the royalty will be disbursed to his/her legal heir(s).
- h) Money earned by CIIPP, can be used by CIIPP for improving patenting in the University, for funding patent applications of employees of Panjab University (patent search, filing fees, examination fees, maintenance fees, IP protection fee etc), for funding Industry relevant research of teachers of the University, for funding innovative projects of teachers (consumables & non-consumables) etc. Director CIIPP can allow funding upto Rs 25000/- per project from this earning against application from a teacher of the University. For funding requirement of a teacher beyond Rs 25000/- and upto Rs 250000/-, recommendation of IPR committee will also be required.

## **6. CORPORATE SOCIAL RESPONSIBILITY (CSR) GRANTS**

Corporate Social Responsibility grants can be received by Panjab University for research and development/ innovation purposes and can be deposited in the bank account of CIIPP. Hundred percent of amount received under CSR grants can be utilized for the intended research and development/ innovation purposes.

## **7. LEGAL JURISDICTION**

All agreements signed by the University and dispute(s) arising there, will be subjected to the legal jurisdiction of Chandigarh only and should be governed by the appropriate laws of India.

## **8. CONFIDENTIALITY, DATA PROTECTION AND PRIVACY**

As soon as the Inventor recognizes potential IP arising out of his/her research or from research by students and research scholars working under his supervision, he/she shall reveal such potential IP to IPR Cell immediately. The information provided by the inventor must be complete and accurate so as to enable the evaluation of the technical and related features and functions, ownership, commercial potential and IP protection that might be applicable to such IP. Upon full disclosure, such disclosed IP may be registered and given a reference number and further, the IPR Cell shall share this reference number with the inventors to indicate that the concerned IP has formally been received by the University.