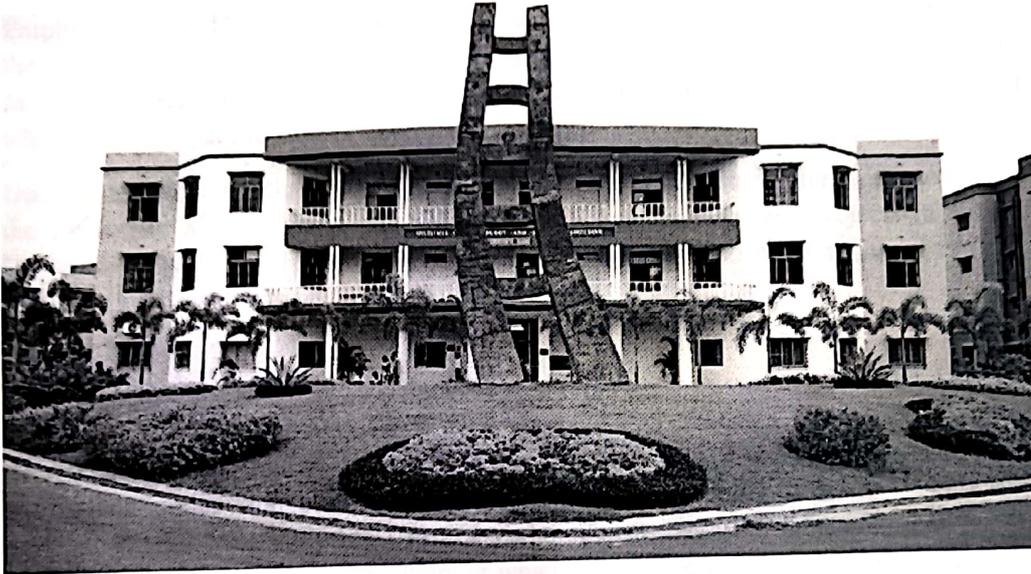


PATENT POLICY OF THE NEOTIA UNIVERSITY



AmbujaNeotia

 THE NEOTIA
UNIVERSITY
ज्ञानम् आत्म प्रदीपाय

THE NEOTIA UNIVERSITY

PREAMBLE

The Patent Policy of The Neotia University (hereafter referred to as "the university") is intended to encourage a healthy atmosphere conducive to research and development which may result in creation of intellectual property and at the same time recognize the relative contribution of an individual faculty or the University in such research and development.

This policy is intended to spell out the responsibilities of the University and its faculties and establish a framework for ethical conduct when issues covered by this policy arise.

Employees of the University may create patentable intellectual property during the course of their employment with the University. It is desirable in some cases to seek patent protection for such research and development. This patent policy applies to all University faculties whether engaged in full time or contractual capacity.

Upon termination or resignation from employment, the faculty shall have a duty to disclose to the University all potentially patentable research and development projects in which the University may have a proprietary interest. This disclosure can be achieved through an employee's self-disclosure.

SCOPE OF POLICY

- (i) This policy applies to any kind of research and development which requires registration under applicable intellectual property regulations wherein research and development is conducted using University's equipment, facilities, employee time including free/holiday, or proprietary information, or which relate directly to the University's activities.
- (ii) It is mandatory for the faculty members of the university to approach the university R&D committee before filing any patent. It shall be considered as misconduct if the faculty files a patent without securing consent from the R&D committee.
- (iii) The implementations and overall coordination will be conducted by chair-R&D through IPR cell; established under R&D committee.

INTELLECTUAL PROPERTY EXECUTIVE COMMITTEE

The IPR cell may be assigned as intellectual property executive committee to do the needful in protecting IPR in TNU.

DUTIES OF INTELLECTUAL PROPERTY EXECUTIVE COMMITTEE

- (i) The convener of intellectual property executive committee will call a meeting to evaluate all the applications received from the R&D committee as per requirement to ensure whether proposed research and development project is fit for intellectual property protection and whether such intellectual property should be owned by the University, by the employee(s), by an outside sponsor, or jointly by some combination of these.
- (ii) Based on the evaluation, the intellectual property executive committee shall recommend their observations for each such case along with associated costs and benefits to Hon'ble Vice chancellor for approval.

(iii) The Convener of intellectual property executive committee is responsible for implementing this policy. Such implementation shall address various matters covered by this policy, including developing policies and procedures designed to supplement and interpret the ownership aspects of this policy, providing advice regarding ownership of specific works, recommending release of institutional rights, and accepting an assignment of rights to the Institution from an author or creator of a work. Any deviations from the said policy need to be approved by the intellectual property executive committee in writing.

(iv) The intellectual property executive committee is also entrusted with administering the University's patent management and licensing program, including, but not limited to filing, prosecution, and maintenance of the University's patent portfolio.

(v) A copy of each patent application should be deposited in Registrar office and R&D committee.

SPONSORED RESEARCH

Where research has been sponsored by industry or other public/private research organizations, licensing of patents shall be based on the sponsorship agreement.

OWNERSHIP

Intellectual property executing committee shall identify and distribute the ownership among the concerned stakeholders.

ABANDONMENT

If the university, based on recommendations of the intellectual property executive committee, cannot or decides not to proceed to patent and/or license an invention, it may reassign ownership to the inventors.

ALLOCATION OF NET REVENUES

(i) When discoveries are determined to be owned in part by the University and in part by the faculty, the University and the employee shall enter into a written agreement apportioning the agreed share of the after-costs revenues from the invention between the inventor(s) and the University. Once the after-costs revenue is determined, the university shall disburse 60% of the same to the employee/s while the university shall keep 40% of the same. All the financial dealing regarding the same will only be carried out through the account section of the University as per the standing University policy. The income earned by the faculty member from the IPR will be taxable as per the Govt. of India rules.

(ii) Cost shall be defined as direct expenditures resulting from pursuit, prosecution and maintenance of intellectual property rights and commercialization of the invention plus, time cost of University resources such as legal, finance, consulting, marketing and licensing departments involved in filing and protection of such intellectual properties.

(iii) In the event of multiple inventors, those involved must agree upon an appropriate apportioning of the revenue share provided to the inventor; in the absence of any written agreement stating otherwise, the revenues shall be equally divided amongst the inventors.

(iv) Revenues allocated to inventor(s) continue throughout the revenue generation phase of the invention, regardless as to whether or not the inventor(s) remains employed at the University.

(v) When the University, at any time, no longer wishes to pursue further development of the intellectual property, the University will notify the inventor(s) and will execute the necessary documents assigning all rights to the inventor(s) unless precluded by prior written agreement.

PUBLICATION AND DISCLOSURE TO THE THIRD PARTIES

(i) Premature publication, public use, or disclosure of an invention can sometimes jeopardize the rights of the employee, or the University or its assignee to secure patent protection. Therefore, unless the Committee has issued a waiver of University's rights, the employee agrees that there shall be no publicity or disclosure concerning the invention until patent applications have been filled.

(ii) Once an invention is identified as potentially patentable, all publicity, public reports, interviews, news releases, speeches, public disclosures or public demonstrations of the invention subsequent to the filing of the application shall have prior clearance in writing from the University.

(iii) This section shall not be applicable to sponsorship agreements that impose different obligations on disclosure.

LICENSE AGREEMENT

If the University decides to participate in the patenting or licensing of an invention, an appropriate licensing arrangements to commercialize the invention needs to be executed. The objective of the University is to assure the development of its technology in furtherance of its own educational mission and for the benefit of society in general. Therefore, as a general policy, the University will set the terms of its licenses so as to further the achievement of this objective. Exclusive licenses will be granted if it appears to the mentioned Committee that this is the most effective way of ensuring development to the point that the public will benefit. Any exclusive license agreement will be drawn as to protect against failure of the licensee to carry out effective development and marketing within a specified time period.