

# **INTELLECTUAL PROPERTY RIGHTS POLICY (2025)**



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# 1.Introduction

D Y Patil International University (DYPIU) is a state private University committed to excellence in teaching, research, and innovation. At DYPIU, we address real-world difficulties in healthcare, science and technology, management, and entrepreneurship. We seek to conduct useful research that will help to solve current and future problems. Our research interests are motivated by real-world challenges that arise in everyday life, and their solutions bridge disciplines to generate new ideas. To foster research and innovation, University has implemented a policy that protects inventors' interests through intellectual property rights. University helps teachers, research students, and staff initiate technology transfer using their intellectual property rights.

## 2.Definitions of Key Terms

The following terms are essential for understanding the policy:

- a) **Intellectual Property Rights (IPR)**- are legal protections granted to individuals or entities over their creations of the mind, such as inventions, artistic works, symbols, names, and designs. These rights provide creators with exclusive control over the use of their intellectual assets for a specified period, thereby encouraging innovation and creativity. It may include other subject matter which are protectable by Patents, Copyright, Trademarks, Industrial Designs, Geographical Indications, IC Lay-out Designs, New Plant Varieties and Trade Secrets.
- b) **Patent**- is an exclusive right granted for an invention in exchange for public disclosure of the invention, which is a new product or a new process that provides a new technical solution to a problem.
- c) **Copyright**- is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings.
- d) **Trade/Service mark**- means a word, phrase, symbol, or design mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others.
- e) **Industrial Design**- Under the Designs Act, 2000 of India, the term "design" refers exclusively to the visual attributes of an article—specifically, its shape, configuration,

pattern, ornamentation, or the composition of lines or colors. These features can be applied in two-dimensional, three-dimensional, or combined forms through any industrial process, whether manual, mechanical, chemical, or a combination thereof. The key criterion is that, in the finished article, these features appeal to and are judged solely by the eye a "design" under this Act pertains solely to the aesthetic aspects of an article, not its functional or technical features.

- f) **IC Layout Designs** - means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.
- g) **New Plant Variety**- a plant variety that is novel, distinct and shows uniform and stable characteristics.
- h) **Biotechnology Inventions**- include recombinant products such as vectors, nucleotide sequences, micro-organisms.
- i) **Traditional Knowledge**- often transmitted orally and is closely tied to the local culture, environment, and biodiversity It encompasses for the use of a natural resource with respect to agriculture, food, medicine etc. over a period of time and has been passed from one generation to another traditionally ensuring their availability for future generations.
- j) **Geographical Indications**- a GI identifies goods such as agricultural products, natural items, or manufactured goods originating from a particular place, where certain qualities or reputation are essentially due to that origin. For manufactured goods, at least one of the production, processing, or preparation steps must occur in the specified area.
- k) **University** -means The D Y Patil International University.
- l) **First Party** – D Y Patil International University (DYPIU).
- m) **Second Party**- Faculty, Supporting staff, Project staff and Students of University
- n) **Faculty/Faculty Member** -refers to a person who is teaching and/or guiding students enrolled at University in any capacity whatsoever i.e., regular, ad-hoc, guest, temporary, visiting etc.;
- o) **Staff** -refers to all non-teaching staff working in University in any capacity whatsoever i.e., regular, temporary, contractual, outsourced etc.;
- p) **Student** -means a person duly admitted and pursuing a program of study including a research program in any mode of study (full time or part-time or distance mode);

- q) **Researcher**- it includes all Faculty (active, retired, or alumni), Students, Staff (permanent and temporary), consultants, Ad-Hoc appointees, and contract employees, engaged in education and research at the premises of the University or off the premises of the University, working during leave or on duty from the University.
- r) **Third Party**- Any National / International government or National / International non-governmental organization with whom the First or the Second Party interacts for any activity with/without exchange of consideration in cash or kind.
- s) **Information** includes data, message, text, images, sound, voice, codes, computer programs, software and databases
- t) **Dean** - R&D refers to the head of the Office of the Research and Development of University.
- u) **IPR Cell** -refers to the committee set up by the Chairman R& D and international relations, and shall include members to evaluate the Invention Disclosure Form (IDF) received by the IPR Cell for seeking appropriate IP Protection.
- v) **University Resources**- means any form of funds, facilities, or resources, including equipment, consumables, and human resources such as faculty time, student time, staff time, and support staff time provided by the University either in a direct or indirect way.
- w) **Incidental support from the University**- as used in this IPR Policy, includes use of space, facilities, materials, or other resources of the University which are not provided for the generation of specific research outputs. Examples of incidental support include ordinary use of faculty offices, University libraries, departmental office, internet, computers, computer peripherals and use of general secretarial or administrative services.
- x) **Substantial support from the University** -includes any support which is beyond incidental support, as defined above. This includes, specific monetary support for research through grants or fellowships, funds for procuring books/ equipment or materials for specific research projects, and creation or major modification of infrastructure like labs for the specific needs of research .
- y) **Substantial support from third Party** - means any non-incidental support provided by external partners. This includes, specific monetary support given for research through grants or fellowships by external partners. The full fellowships received by students from funding agencies or any other body shall be considered as substantial support from external partner.

- z) **Revenue-** means any payment received as per an agreement by the University, usually for the use of an intellectual property of the University through a license.
- aa) **Work-for-Hire** The work (or a product) originated from University and is meant for the specific purpose of University and produced by (a) an author during his/her employment at University or (b) non-employee under contracted work by University.

### 3. Intellectual Property RIGHTS (IPR)

An Intellectual Property Rights (IPR) policy is a cornerstone of innovation and creativity within the academic world. Intellectual property is crucial for providing a competitive edge to innovators and preserving the intellectual outputs of an organization. The intellectual assets of an organization—such as know-how, inventions, brands, designs, and other creative and innovative products—can be legally protected through patents, copyrights, designs, geographical indications (GIs), trademarks, and other forms of IP protection.

Given the significant emphasis on innovation, University has established an IPR policy to assist researchers and innovators in protecting their rights over their inventions. This IPR policy offers a structured, predictable framework that supports and encourages the creation and innovation process. Through this IP Policy, University aims to contribute to the transformation of industry and society by promoting research-led education, encouraging innovation and collaboration, and nurturing ethical values. The intellectual properties can be broadly listed as:

- 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

## 4. Purpose of the Statement

The primary objectives of the IP policy are as follows:

**Encourage Innovation**-Encouraging the generation of new ideas, inventions, and creative works among faculty, staff, and students by establishing an environment that respects and supports IP rights.

**Protect Rights**-Clearly define and protect the intellectual property rights of individuals and the University.

**Facilitate Commercialization**-Enabling the appropriate commercialization of IP for the benefit of the institution, the creators, and society at large.

**Ensure Compliance**-Ensuring compliance with applicable national and international laws governing IP rights, as well as with institutional rules and regulations.

**Promote Collaboration**-Encouraging collaborative research and development that involves external entities, while maintaining fair and transparent IP ownership agreements.

## 5. Scope of the Policy

This policy applies to various stakeholders -

- All faculty, staff, and students involved in research, teaching, or creative work.
- Visiting researchers, External partners or collaborators engaged in institutional research or projects. It also addresses roles and considerations in cases of jointly developed IP.
- All IP created in the course of research, teaching, and institutional activities covering research papers, software, inventions, trademarks, artistic works, educational content, etc. It encompasses all forms of intellectual property, including but not limited to patents, copyrights, trademarks, trade secrets, software, databases, and other research outputs.
- Legal: domestic and international protection of IPR.

## 6.THE INTELLECTUAL PROPERTY RIGHTS (IPR) CELL

The IPR policy of University is designed to facilitate the generation, protection, and application of intellectual property (IP) for the mutual benefit of both the University and its inventors, ensuring transparency throughout the process. To implement this IP policy effectively, the University will establish an Intellectual Property Cell (IPC). The IPC will handle all IP-related activities of the University under the oversight of the Legal, Ethics, and IPR Committee. IPR Cell working under the administrative control of the University shall be the nodal agency for handling filing, prosecution, grant, maintenance etc. of IPR applications. Dean, Research and Development shall be the signing authority on behalf of the Vice Chancellor.

### Composition of the IPR Committee

The IPR Cell at University was created in May 2025 to streamline the IPR activities. Currently, the Committee comprises the following members;

SI No	Designation	Role	Responsibilities
1	Prof Manish Bhalla Vice Chancellor	Chairperson, (Ex-officio)	Final decision-making authority on IP matters
2	Prof Prabhat Ranjan, Grp Chairman (RDIR)	Special Invitee	Strategic guidance on IP
3	Prof Shashi Singh, Dean (R& D)	Member	Oversees funding, industry collaborations and others.
4	Dr. Swapnil S Bhurat, HOD, SoE	Member	Technical evaluation of inventions, suggestions, etc.
5	Dr Aruna Tripathi, Director IPR	Member-Secretary	IP filings, Manages day-to-day operations, documentations, compliance etc.



## Purpose of the IPR Committee

The IPR Cell is the central governing body responsible for overseeing all intellectual property-related matters at the University. Ensuring compliance with national and international IP laws.

Its primary objectives include:

**Transparency:** All IP must be disclosed to the IPR Cell for ownership assessment, filing and maintenance.

**Compliance:** IPR Cell adheres to Indian Patent Act, Copyright Act, other IPR rights national laws as well as international treaties.

The University will conduct review of the IP Policy annually and may modify its provisions and guidelines as and when needed.

**Roles and Responsibilities:** IP Cell will empower creators by educating, identifying work, managing filings, providing legal and commercial support, and fostering collaborative ecosystems—all to maximize the value and protection of intellectual assets.

1. **Evaluation & Protection-** Receiving the Invention Disclosures Forms (IDFs) submitted by researchers, Reviewing the Invention Disclosures.
2. **Prior Art Searches:** to conduct or outsource searches to ensure novelty before filing patents. Assessing the same to determine patentability, copyright eligibility, or other IP protection.
3. **IP Filings:** Coordinate with legal/IP firms to file patents, trademarks, or copyrights in India and internationally.
4. **Commercialization & Licensing-** During negotiation of agreements assisting the researcher and the University, Drafting of the agreements and reviewing of the same to ensure the rights of University and researchers. Facilitating commercialization and benefit-sharing in a fair and transparent manner.
5. **Start-Up Support** -To Facilitate royalty-free licensing for DYPIU start-ups and providing other information and support to them.

6. **Awareness Programs:** Conduction of workshops on IP rights, filing procedures, and entrepreneurship.
7. **Annual Report:** An annual report will be made and submitted to the Vice-Chancellor, consisting of number of patents and other IPs filed and granted, Revenue generated from commercialization and Disputes resolved.

## 7. Intellectual Property and Ownership

### General Principle of Ownership

**Default Ownership:** University retains ownership of all Intellectual Property created by its researchers (faculty, staff, students, researchers): if The Intellectual Property is developed using University resources (funding, facilities, equipment, or paid time). When the Intellectual Property arises from assigned duties (e.g., research projects, teaching materials, administrative work).

**Exceptions:** Ownership may vary in cases of third parties ;external collaborations, student works, or independent creations (detailed below).

#### 1) University-Supported Research:

Research undertaken by a researcher (including faculty, PhD students, and undergraduate students) in the normal course of their appointment or engagement with the University, using substantial or incidental support from the University, the ownership rights over any form of IP generated (including software, patentable and non-patentable inventions, know-how, designs, plant varieties, and integrated circuits) shall vest with the University.

#### 2) Externally Supported Research:

For research conducted with substantial support from an external partner, the ownership of IP shall be determined according to the terms and conditions set forth in the agreement between the concerned parties. In the event of the commercialization of these research outputs, the revenue shall be shared with the researcher and the external partner as per the IPR Policy.

### 3) **Absence of Specific Agreement Clauses:**

In the absence of a specific clause in the agreement between the University and the external partner providing substantial support, the University and the external partner shall resolve the issue of joint ownership and copyright, sharing the benefits in proportion to their relative contributions.

### 4) **Independent Patent Pursuit:**

If the Intellectual Property Cell (IPC) rejects a patent application submitted to the University, the inventor(s)/applicant(s) may choose to pursue the patent application independently at their own expense. The ownership rights shall vest with the University and jointly with the third party, in case of joint venture. University will not object to the inventor(s)/applicant(s) pursuing the patent application independently in such cases.

**Copyright:** Unless explicitly stated otherwise in the University's policy or through a specific agreement, the University retains ownership of all copyrights—including those related to computer software, databases, teaching materials, and technical reports—produced by its Researcher. This ownership extends to works developed under third-party-funded projects, unless alternative arrangements are specified in the funding agreement. However, the University does not claim ownership of books and publications authored by its Researcher.

**Student Copyright:** A student shall own the copyright of his or her thesis/Project report or dissertation written as student to satisfy the University degree requirements.

**University's Rights:** Students will grant University a royalty-free license to reproduce, publish, and distribute copies of their thesis/Projects in any appropriate form. If a thesis contains information or an invention or any IP that is protectable, the University at its discretion may delay the public dissemination of the thesis, if it intends to seek statutory protection for any material contained within it.

If the University hires a third party to perform specific tasks that contribute to a copyrightable work, the rights of such work shall belong to the University.

If the University Researcher wish to make the copyrightable work open source, the University Researcher are required to keep IPR Cell informed about such indent, subject to the third-party agreement, the University Researcher in consultation with the IPR Cell can choose the distribution and licensing schemes including free or open-source arrangements. In case any disagreements between IPR Cell and the concerned University Researcher, the matter will be decided by the Vice Chancellor of University The decision of the Vice Chancellor will be final.

## 8. Commercialization and Benefit Sharing

### A. Types of Licensing and Agreements:

Intellectual Property Rights (IPR) transfer are the usual methods for commercializing an invention, typically through licensing or assignment. University prefers licensing to retain ownership rights over IP while enabling commercialization. Various types of licensing—including exclusive (to a single party), non-exclusive (to more than one party), or sublicensing—will be decided by University authorities based on recommendations from the IPR Cell. All agreements including but not limited to the following categories, for activities undertaken by any University Researcher need to be approved by University.

- ❖ Confidentiality Agreement / Non-disclosure Agreement
- ❖ Consultation Agreement
- ❖ Evaluation Agreement
- ❖ Research and Development Agreement (R&DA / MOU)
- ❖ License Agreement
- ❖ Technology Transfer Agreement
- ❖ Alternative Dispute Resolution Agreement
- ❖ Collaborative MOU with University / Organisation

Chairperson IPR Cell acts as the final signing authority in all categories of agreements listed above. IP Cell facilitates the process of framing such agreements by way of providing templates and services by their own or through professional consultants.

## **B. Entrepreneurship:**

University encourages entrepreneurship by offering exemptions from any upfront fees and royalties for three years on any University-owned IP where the researchers are named as inventors, for the purpose of starting firms or start-ups. If there are multiple researchers, all researchers must collectively avail of this benefit, and not individually or in sub-groups, without the consent of all involved researchers in the IP being utilized for this purpose.

# **9.Licensing Agreements and Revenue Sharing**

## **I. Research Outputs Generated as a Result of Incidental Support by the University**

The revenue sharing on any IP generated by using incidental support, between University and researcher will be in the ratio of 20:80 respectively. It will be applicable to IP owned by University which is created with incidental support of the University.

## **II. Research Outputs Generated as a Result of Substantial Support by the University**

The University and researcher will have 40:60 ratio of revenue sharing, respectively. In order to ensure early commercialization and encourage the researcher to take active initiative for this purpose, the revenue will be shared in a 40:60 ratio between the University and the researcher respectively for the first five years from the date of filing of particular IP application.

In case the IP filing costs were not borne by the University, the researcher would be first reimbursed the costs incurred for filing of applications and maintenance of such IP, from any income accruing from the commercial exploitation of the IP. This is particularly relevant, as provisional patent applications may have to be filed by the innovators before any disclosure of the innovation and also in case refusal of financial support for filing and maintenance of IP. Only the income beyond such costs needs to be shared with the University.

The researcher's share may continue to be paid, irrespective of whether or not the individual continues as a researcher at the University.

If more than one researcher is involved in the generation of IP, all the researchers who qualify for benefit sharing in that IP may sign at the time of filing the application an agreement.

**Benefit Sharing Agreement:** Prior to filing a patent, an agreement must be established detailing the percentage of benefit sharing if more than one researcher is involved in generating the IP. An agreement outlining the proposed distribution of any IP-related earnings based on their contribution. The agreement should specify the proportional percentage of distribution of earnings from IP to each of the researchers. The researcher(s) may, at any time, by mutual consent, revise the distribution of IP earnings agreement, and the University may approve the revised agreement, subject to the advice of the IPR Cell.

**IP Management Fund:** Revenues earned by the University from IP-related activities can be used to create an IP management fund. This fund will be utilized for activities related to the commercialization and maintenance of IPRs, obtaining IPRs in other countries, or capacity building in the area of IP protection. Additionally, funds could be made available to the relevant department for the purchase of equipment or materials, or for any other academic or research activity, including the promotion of science and innovation.

## 10. Sharing of Costs with Regard to IP Protection

### **Expenditure –**

- All expenditure on filing, prosecution, grant, maintenance etc. of such IPR applications in the name of the University shall be borne by the University.
- Decision on expenditure related to filing, prosecution, grant, maintenance etc. of all IPR applications, filed jointly in the name of the University and any third party, shall be taken on case-to-case basis by the Chairman Research / Dean, Research and Development, taking into account the terms and conditions of agreement signed with such third party, if any.

### **A. University-Owned IP:**

**Cost Sharing:** The expenses involved in obtaining and maintaining IP protection may be shared based on ownership. If the University is the sole owner of the IP, it will bear all costs of IP protection.

**Inventor-Incurred Costs:** If the University refuses to incur these expenses, the inventor(s) may file IP applications in the name of the University or jointly in the names of the researcher(s) and the University, at their own expense. Under such circumstances, the IP filing costs may be recouped according to the University's benefit-sharing provisions when the IP is granted/ registered.

#### **B. Shared Ownership with Third Parties:**

**Cost Sharing with Partners:** If IP ownership is shared with external partners, the costs for IP protection will be shared by both parties as per the agreement terms. In the absence of such an arrangement, costs shall be shared in proportion to the allocation of rights and benefits.

#### **C. Transfer of Rights/Ownership:**

**Licensee Responsibility:** Any costs involved in the transfer of rights for ownership of University-owned IP will be borne exclusively by the licensee, assignee, or person acquiring such rights.

At the D Y Patil International University, the revenue generated from licensing or assigning Intellectual Property Rights (IPR), or from royalties linked to technology transfer and specific innovation programs, will be distributed as follows:

**Inventor(s):** 60% of the total revenue is allocated to the inventor(s). The Lead Inventor is responsible for determining the individual shares among co-inventors.

**UNIVERSITY:** 40% is retained by the University to support its research and development initiatives. This revenue-sharing model is designed to incentivize inventors, while also ensuring that IPR Cell has the necessary resources to continue fostering innovation and managing intellectual property effectively.

At D Y Patil International University, the policy regarding patent maintenance related expenses is structured as follows: University reserves the right to abandon the concerned IPR, in case University fails to license the concerned IPR within Seven years of its grant.

**Initial Seven Years:** For any patent obtained by University, the University will cover all associated patent fees for the first Seven years.

**Joint Patents:** In cases where the patent is jointly held with a third party, the initial patent acquisition costs are to be equally shared between University and the third party.

**Post- Seven -Year Maintenance:**

- **If Commercialized:** Should the patent be commercially utilized within the initial seven year period, University will assume responsibility for all subsequent renewal and maintenance fees for the remaining duration of the patent's life.
- **If Not Commercialized:** If the patent has not been economically exploited during the first seven years, the ongoing renewal costs will be borne by the inventors and/or third party. University will not maintain the same beyond seven years .

**Utilization of Professional funds:** Reserchers have the option to use their Professional Fund (PF) to cover their share of any expenses incurred beyond the initial seven years.

## 11.Other Issues

**Conflict of Interest Disclosure:**

**Disclosure Requirement:** Researchers are required to disclose any conflict of interest or potential conflict of interest concerning the potential licensing of technologies. If the researcher(s) or their immediate family members hold a stake in the licensee company or potential licensee company, they must disclose these details in writing to the Chairperson/Coordinator of the IPR Cell.



**Grounds for Licensing Decision:** Mere ownership of stakes by the researcher(s) or their immediate family members in the licensee company or potential licensee company shall not be a reason for rejecting the licensing. The IPR Cell will make the final decision on licensing based on a comprehensive assessment of all relevant factors.

**Buy Back Policy:** A faculty member may request to buy back intellectual property owned by the University; it will be decided on case-to-case basis provided:

A formal written request is submitted with justification, The University conducts a fair valuation of the IPR. Subsequent approval is obtained from the University's IPR Committee. Upon payment of the agreed amount, rights are formally assigned to the faculty member. The University may retain a non-exclusive, royalty-free right to use the IP for academic purposes.

## 12. Policy Related to Transfer of Biological Resources and Associated Knowledge

Any transfer of biological resources must comply strictly with the provisions of the Government of India's Biodiversity Act 2002, including any future amendments. Researchers must process their requests for permission from the National Biodiversity Authority concurrently with their patent applications through IPR Cell.

## 13. Appeal and Dispute Resolution

The Dispute Resolution Committee (DRC) is a specialized body constituted to address conflicts related to intellectual property (IP) ownership, commercialization, benefit-sharing, or policy interpretation at DY Patil International University (DYPIU). A Dispute Resolution Committee (DRC) will be constituted to address and resolve appeals and

disputes related to IP fairly, efficiently, and transparently. DRC will Ensure compliance with university IP Policy and applicable laws. This committee will include:

**Table 2. Composition of the DRC**

Sl No	Designation	Role	Responsibilities
1	Vice-Chancellor	Chairperson, (Ex-officio)	Final authority on dispute resolutions.
2	Dean (Research & Development)	Member	Technical & policy expertise.
3	Legal Advisor (University-Nominated)	Member	Legal interpretation of agreements/IP laws.
4	External IP Expert (Appointed By VC)	Member	Neutral, industry-specific insights.
5	Representative From IPR Cell	Member	Liaison with IPR Committee.

### Scope of Disputes Covered

The DRC adjudicates conflicts involving:

➤ **Ownership Claims:**

- Disagreements between researchers, departments, or third parties over IP ownership.
- Cases where creators dispute DYPIU's ownership assertion.

➤ **Revenue Sharing:**

- Disputes over benefit distribution (e.g., inventor vs. University or collaborators).

➤ **Commercialization Conflicts:**

- Licensing disagreements, breach of confidentiality, or royalty disputes.

➤ **Policy Violations:**

- Non-compliance with disclosure requirements or unethical IP practices.

### **13.1 Appeal Process:**

If a researcher or any stakeholder disagrees with a decision made by the Intellectual Property Cell (IPC) or any other relevant authority concerning IP matters, they have the right to appeal. The appeal must be submitted in writing to the Vice-Chancellor within 30 days of the decision. The written appeal should clearly state the grounds for the appeal and include any supporting evidence or documentation.

### **13.2 Hearing and Decision:**

The DRC will review the appeal and may call for a hearing where both parties can present their case. The committee will consider all relevant facts, evidence, and arguments presented during the hearing.

The DRC will make a decision within 60 days of receiving the appeal. The decision of the DRC will be final and binding on all parties.

### **13.3 Mediation:**

In cases where the dispute is of a nature that allows for mediation, the DRC may recommend mediation as a first step. A neutral mediator, agreed upon by both parties, will facilitate the mediation process.

If mediation is successful, the terms of the agreement will be documented and signed by both parties. If mediation fails, the DRC will proceed with the formal hearing and decision process.

**Jurisdiction** -Any disputes arising from the terms and conditions of any IP-related agreement entered into by the University shall be subject to the jurisdiction of the **Pune District Court**.

#### **13.4 Final Resolution:**

The final decision of the DRC will be communicated in writing to all parties involved. The decision will include the rationale for the outcome and any specific actions or adjustments required.

#### **13.5 Compliance:**

All parties involved in the dispute are expected to comply with the decision of the DRC. Non-compliance may result in further action as per University policies and applicable laws.

**13.6 Liability of the University for Infringement of IPR by its researcher:-** The University will not be responsible or liable for the violation of the IP Rights of third party by its researchers, faculty, students or collaborators for any claim or suit or proceedings or criminal or civil action initiated by third parties for infringement of their IP rights.

**Liability of the University for Infringement of IPR by third party :-** If a third party is suspected of infringing upon the intellectual property rights (IPR) of university, the designated IPR Cell will conduct an investigation and provide recommendations to the Vice Chancellor. These recommendations may include pursuing legal action if deemed necessary

## Annexure-1

### **Invention/IP Disclosure form to be filled by inventor (s)/Creator (s)**

Please answer the following questions with as much information as possible information.

Your cooperation will help us in protecting the invention/IPR work more appropriately.

1. What is the exact problem being solved by the invention/ IPR work?
2. Did someone else attempt to find a solution either before you or around the same time when you were working on the problem? If yes kindly list them.
3. Please differentiate your invention/work from similar work identified in your area as answer to question no 2 above. One by one comparison would help us in ascertaining novelty. Also state why your invention not obvious despite so many similar inventions.
4. Does the invention/work add to human knowledge substantially or marginally and/or does it have a likely commercial value in the near future (say 2-5 years) or distant future (say 6-10 years)
5. How did you first get an idea about the work you have done which has led to the invention/ IP (from journals, books, patents, peer group discussions, recommendations of some committee/task force, trade brochures or some other sources)? When did the idea first occur to you (year)?
6. Have you been following the progress made globally in your area of invention/work? If yes, what tools did you adopt for this purpose and how frequently did you check on this?
7. How do you rate the quality of the invention/ work from domestic and international angles?

8. What could be the possible interest of laboratories/industry/governments in the invention, commercial, R&D, scale-up, field trials, etc?
9. List the possible interested companies/organization would be interested in your invention /IP work for commercialization?
10. What are the products derivable from the inventions?
11. Is there any competition from any other products or technology in terms of cost, performance, reliability, etc?
12. What is the level of know how already developed? How much time would be needed to harness the know-how?
13. Is it likely to lead to a totally new technology after a few years or lead to an incremental technology primarily replacing the existing technology?
14. What investments (qualitatively or quantitatively or both) may be required for setting up production facilities?
15. Is any further R&D required to make it more competitive?
16. Have you used any biological material in your invention/ IP work? If yes please disclose the origin.
17. If your invention involves microorganism, please give details or status of its deposition at International Depository Authority.
18. Have you published your work in any journal, magazine, newspaper etc? If yes, what is the extent of disclosure? Please include a write up.
19. Can the IPR application be made stronger by additional experiments/ tests/information/R&D?
20. Do you think that your IP work is worth protecting in other countries? Which would be the target countries for this purpose? What would your justification for filing such applications, considering that patenting in other countries is an expensive proposition?

21. Kindly furnish the details of all the inventors associated with the research project, in the following format.

Name (Expand Initials) :  
Designation :  
Address (Official) :  
Address (Permanent) (include phone nos.) :  
Email :

22. Are all the inventor's/Authors/ creators presently in India or not?

23. Is any of the inventors likely to leave the country in the near future? If so when and for how long?

24. Have you been keeping a logbook / a laboratory notebook, describing your laboratory work on a day-to-day basis? If yes, whether such a book is kept in good condition. (If no, we would suggest that this be a standard practice of your laboratory).

25. Has the invention/IPR product come out of a project funded by an external agency, including a state/central government department/ International funding or other agencies? If yes, the name of the funding agency may be furnished.

26. Please let us know who will own the IP, if the project was funded by any third party other than DYPIU etc.

27. For design registration specifically - You are requested to provide at least 6–7 views of your design, including the front view, back view, top view, bottom view, left view, right view, and a perspective view (one on each page). You may include additional views if you believe they will aid in better understanding the design.

Place

Dated

\_\_\_\_\_  
Principal Investigator  
(Signature)

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## Annexure-2

### IPR & CONFIDENTIALITY FORM

Any research output, invention, or discovery during the tenure must be disclosed to the IPR Cell at D Y PATIL International University. All rights to such IP (Except thesis copyright) will be assigned to the IPR cell. The researcher will be credited as an inventor/Author/ creator in IP filings and will receive a share of commercialization proceeds and usage rights. The researcher will complete necessary documents to assign these rights when required.

#### Confidentiality obligations as part of the agreement:

- 1. Non-Disclosure of Confidential Information:** - The researcher agrees to keep all information confidential (Information related to patents, ideas, and research outputs of others that are not in public domain) and will not disclose the content to any third party without the express written consent from D Y PATIL International University up to the time when said information is made public by the inventor. Any unauthorized disclosure, use or dissemination will be actionable under the law.
- 2. Sharing with Faculty:** I will provide my faculty with any information or materials I create or access during my enrolment, for their use, publication, or disclosure.

Prof.....

Dr/ Mr/Ms .....

**Dean (R&D), DYPIU**

**Faculty, DYPIU**

#### IP DECLARATION

Title of the work: -----

Full Name: -----

Address: -----

Phone:

Email:

Department:

Faculty Name:

Student/Researcher Name:

**Signature:**