

**INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY OF
PONDICHERRY UNIVERSITY**



**INTELLECTUAL PROPERTY MANAGEMENT (IPM) CELL
PONDICHERRY UNIVERSITY**

JULY 2016

Table of Content

Index	CONTENT	Page No.
1.	PREAMBLE	3
2.	OBJECTIVE	3
3.	GUIDELINES	3
4.	OWNERSHIP OF INTELLECTUAL PROPERTY	4
4.1.	Invention and other creative works	4
4.2.	Copyrights	4
4.3.	Trade Mark(s) / Service Mark(s)	5
4.4.	Exception to IPR ownership	5
4.5.	Non-exclusive, free and irrecoverable use of IPs by PU	5
5.	DISCLOSURE	5
6.	EVALUATION AND MANAGEMENT OF IP	5
7.	REGISTRATION OF PATENT /COPYRIGHTS	6
7.1.	Filing of Application in India	6
7.2.	Filing of Application in Foreign Countries	6
7.3.	Renewal of Patent	7
8.	IPR AGREEMENT AND CONTRACTS	7
8.1.	Agreement categories and authorized signatories	7
8.2.	Licensing Types	7
8.3.	License Exemption Conditions	8
8.4.	Technology License/ Transfer Options	8
8.4.1.	Technology licensing	8
8.4.2.	Incubation through PUTIF	8
8.4.3.	Licensing through Agents	8
8.5.	Infringement, Damages, Liability and Indemnity Insurance	9
9.	REASSIGNMENT OF IPR TO PU	9
10.	REVENUE SHARING	9
10.1	Revenue Sharing Scheme	9
11.	CONFLICT OF INTEREST	9
12.	DISPUTE RESOLUTION	10
13.	AMENDMENT TO THE IPR POLICY	10
14.	INCENTIVE SCHEMES FOR PATENT INVENTIONS	10
15.	JURISDICTION	10

LIST OF FORMS & ANNEXURES

Form ID /Annexure No.	DESCRIPTION
FORM A1	IPR agreement with all PU personnel
FORM A2	IPR agreement to be filled by work-for-hire personnel at PU
FORM P1	Invention Disclosure Format for IPR protection
FORM CA	Confidentiality Agreement
FORM P2	Provisional Patent Application
ANNEXURE – I	Information on Commercialization of Patent
ANNEXURE – II	Requisition for PCT application with PCT disclosure format
ANNEXURE – III	Revenue sharing agreement among PU inventors
ANNEXURE – IV	Specification of provisional patent
FORM C1	Application for registration of copy-rights material
FORM G1	Copy-rights Agreement Contract for commissioned work

INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY OF PONDICHERRY UNIVERSITY

1. PREAMBLE:

Pondicherry University (hereafter referred to as PU), a Central University set up by an Act of Parliament is an institution for higher education and research. Faculty, staff, scholars and students of PU are engaged in Research and Development work of diverse nature. PU recognizes their intellectual assets like inventions, copyright, know-how, designs and other creative and innovative products generated during the scientific and intellectual pursuits need to be protected and as well as to be exploited commercially. Such a commercial exploitation can be of considerable socio-economic benefit to the country and to the PU.

PU, therefore, has formulated its intellectual property rights (IPR) policy to provide guidance to its faculty, staff, scholars, students and outside agencies associated with PU on the practices and rules of PU regarding its IPR and obligations which include its ownership, commercial exploitation, technology-transfer and confidentiality requirements.

IPR policy of PU is designed to identify, protect and leverage the portfolios of Intellectual Property (IP) that are generated from research – patents, copyrights, design rights and trademarks amongst others, that serve the purpose of knowledge dissemination and commercialization.

The IPR policy of PU is expected to promote a conducive environment for both fundamental and applied research so as to balance the curiosity-driven and market-driven research and development activities at the PU.

The IPR policy of PU comprises of “Inventions” and “Copyrights”. The “Inventions” in IPR Policy relates to patent, design, layout and related rights. The “Copyrights” policy provides direction for the copyright, trademark and related rights. In view of the evolving nature of National IPR policy, the IPR policy of PU presented here is subject to changes if a need arises. This document together with the operating guidelines given in addendums are designed to provide a framework of IPR management at PU.

2. OBJECTIVE:

The objective of this policy document is to lay down the policy to:

- a) Promote, stimulate and encourage creative activities among the stakeholders of PU leading to generation of intellectual assets.
- b) Provide an all-inclusive single window reference system for all IPR issues relating to the IP generated at the PU.
- c) Lay down a transparent system for detailing the ownership control and assignment of intellectual properties generated.
- d) Safeguard the interest of the inventor/creator of IP and provide fair distribution of returns accruing from the commercialization of IPR
- e) Provide legal support, wherever necessary, to defend and protect IPR obtained by the PU against any infringement.

3. GUIDELINES:

This policy is applicable to all the PU Personnel – faculty, staff, scholars, students and other related stakeholders of PU. IPR Policy of PU is to be followed in all matters related to IP at the PU.

The Patent Facilitation Committee (PFC) of the PU is the nodal agency for processing all the IPR related matters of PU addressed in this policy, viz. any intellectual property generated out of the intellectual effort of the creator employed temporarily or permanently at PU or studying at PU or working in association with the PU. The Chairman /Coordinator of PFC shall address such specific cases by using this IPR policy document as the guideline.

PU personnel are entitled to decide that the results of any research undertaken by them in the course of their employment / engagement with the PU shall be disseminated through publications or disclosed as they wish in accordance with normal academic practice. However, the concerned stakeholder should be aware of the various Intellectual Properties that get created in the course of their research and teaching that has potential commercial values in terms of increased productiveness or break through development/inventions and creative activities as a means of effective communication and dissemination.

4. OWNERSHIP OF INTELLECTUAL PROPERTY

4.1. Inventions and other creative works:

4.1.1. The IP agreement has to be accepted and signed (**Form A1/ A2**) by all PU Personnel– faculty, staff, scholars, students and other related stakeholders of PU. PU owns all the Intellectual Property (IP) that is produced by all PU personnel unless specific agreements/ contract are entered into by the PU prior to the creation of IP, with an agency funding the research/development/ activity leading to the creation of IP.

4.1.2. If an IP has emerged as a result of sponsorship of an external Institution/Industry /Outside agency to PU the concerned external Institution/Industry /Outside agency and PU shall own the IP. This however will not apply to those IPs that are covered under specific MoU's where the action shall be carried out as per the provisions of the MoU's. It is mandatory for PU personnel entering into MoU with external Institution/Industry /Outside agency shall seek the prior approval of IPR component of MoU with the PFC of PU.

4.1.3. The IP created without using PU resources by PU personnel, who is on sabbatical or other forms of long leave, or who is permitted by the PU to be engaged in an outside organization, is be permitted to directly negotiate with the organization the terms of IPR sharing that is generated during the duration of engagement in that organization. It is mandatory for the PU personnel to declare whether the IPR so generated is based on the prior work done at PU or solely carried out during the leave period.

4.1.4. PU ownership entitled on all IPs created involving PU personnel, resources and other means prior to the declaration of IPR policy shall by default comes under this PU IPR policy. All PU inventors in such cases shall declare their IPR generated and take appropriate steps to comply with the PU IPR regulation on case –to-case basis with the IPM Cell within stipulated time as decided by the PU.

4.2. Copyrights:

4.2.1. The PU will not own the rights in copyrightable works such as books, articles, monographs, lectures, speeches and other communications produced by the staff in the course of research and teaching using PU resources.

4.2.2. Ownership of copyright of all copyrightable work shall rest with the author(s) with the following exceptions:

- a) If the work is produced during the course of sponsored and/or collaborative activity then specific provisions related to IP made in contracts governing such activity, shall determine the ownership of IP.
- b) The PU reserve the rights to demand assignment of the copyright in whole or in part of the copyright of work, including software, created by the PU personnel with significant use of PU resources.
- c) The PU shall be the owner of the copyright of work produced by non-PU personnel associated with any activity of the PU with the intellectual contribution of the PU personnel. However, the authors shall have the right to use the material in her/his professional capacity.

4.2.3. The student /scholar and his/her supervisor(s) will jointly have the ownership of copyright in the thesis / dissertation / project report written by a student/scholar.

4.2.4. Where copyright has not been assigned to the PU, the PU will be entitled to a non-exclusive, non-transferable license to use the work within the PU for non-commercial educational and research purposes, or to possess a limited number of copies for such purposes, whichever is relevant.

4.2.5. Any copyrightable work generated as a work for hire will belong to the PU as per the terms of the agreement.

4.3 Trade Marks(s) / Service Mark(s):

The ownership of trade mark(s)/ Service Marks(s)/ Logos created for the PU shall rest with the PU.

4.4 Exception to IPR ownership:

The conditions relating exception to IPR ownership of PU will be decided by case-to-case basis within the broad framework of IPR policy of PU. PU reserves the right to apply for IP protection in India / throughout the world / specific countries for suitable protection of the IP generated.

4.5 Non-exclusive, free and irrecoverable use of IPs by the PU:

Unless otherwise explicitly defined and agreed upon, PU retains the non-exclusive, free and irrecoverable license to copy/use all IPs for teaching and research purpose only, consistent with confidentiality agreement entered into by the PU.

5. DISCLOSURE:

PU encourages timely disclosure of all potential IP / Inventions / Innovations generated (conceived or reduced to practice in whole or in part) by members of the faculty or staff (including research staff, doctoral students, students and visiting scholars) of the PU in the course of their PU related activities. PU identifies the relevant statutory and other mechanisms not limited to Patent, Copyright, Trademark, Design Rights, Integrated Circuit, and rest towards registration. Disclosure enables prompt action by PU to appropriately protect and disseminate the research activities at PU. Invention Disclosure (**Form P1**) details the disclosure agreement and protection of PU Intellectual Property. All such disclosures shall be treated confidential.

6. EVALUATION AND MANAGEMENT OF IP:

PFC of PU shall be responsible for evaluating, protecting, marketing, licensing and managing the IPs generated by the PU personnel– faculty, staff, scholars, students and other related stakeholders of PU.

6.1. The PFC shall periodically examine the IP application and make specific recommendation regarding Patentability /Copyright.

The Chairperson of the PFC may seek the assistance of attorney, internal/external search analyst, having expertise in the field of invention for this purpose. In all these endeavours confidentiality of the IP shall be strictly ensured.

The creators of IP shall provide all the necessary information to PFC to enable it to determine the whether the PU desires to manage the IP.

Upon the evaluation of IP by PFC, if PU convince itself with commercial viability, even if it is not in the immediate future, PU shall typically decide to file patent

6.2. In the event, PU does not desire to file the patent and manage the IP, it shall permit the creator(s) to file patent and can protect the IP on their own confirming to the **Section 4** of IPR policy of PU. However, progress of IPR application through various stages shall be informed to the IPM Cell.

6.3. In case the contract/ agreement/ MoU with a sponsor specifies that the sponsor shall manage the process of filing the patent and bear the associated costs, the creator shall ensure compliance of **Section 4** of IPR Policy of PU and provide information to the IPM Cell of PU of each such filing/ application. The details of the invention need not be provided in such cases in the interest of confidentiality, if so desired. However, progress of IPR application through various stages shall be informed to the PFC.

6.4. In all the above cases, the revenue accrued shall be shared between the PU and stakeholders as per the revenue sharing norms detailed in **Section 9** of this IPR Policy of PU.

7. REGISTRATION OF PATENT/ COPYRIGHTS:

7.1. Filing of Application in India:

7.1.1. Creator(s) of the know-how/ design/ instrument/ devices/ processes/ specimens/ and other such IP, who want to get patent(s)/copyrights for the IPs are required to make an appropriate application for the purpose, confirming to **Section 4** of PU IPR policy, to the Coordinator, PFC. IPM Cell shall be filing the patent/copyright application.

7.1.2. Creator(s) are encouraged to file provisional patent as soon as feasible in order to protect their rights to IP. To facilitate this, patent filing application must be submitted in the prescribed form for the purpose of evaluation of the Patent by PFC and simultaneously creator can seek permission for filing the provisional patent on their own. The Creator(s) shall ensure compliance to **Section 4** of IPR Policy of PU.

Creator filing provisional patent on their own can source the financial support from a) their existing project grants, and b) personal financial resources of the creator(s) and carryout the process of prior art search and patentability of the invention. The creator(s) is required to keep the IPM Cell informed of the progress of application as it goes through various phases.

7.1.3. In case, a sponsor of the research leading to the IP has contractually taken up the responsibility of filing the IP application, the creator may interact with the sponsor for the filing of IPR application after duly informing IPM Cell of the same. The creator(s) is required to keep the IPM Cell informed of the progress of application as it goes through various phases. The creator(s) shall ensure compliance to **Section 4** of IPR Policy of PU.

7.1.4. If PFC decide after due evaluation process, agreed to manage the IP of provisional patent filed by PU, final patent application shall be filed by IPM Cell of PU. PU shall bear all the cost of filing and protecting as per the Ownership of IP (**Section 4**) after the date on which it decides to do so.

7.1.5 In case PFC decide after due evaluation process not to manage the IP of provisional patent filed by the creator on their own/ filed by IPM Cell, the provisional application of patent shall lapse. However, in both cases, the creator is free to take up subsequent stages of patent on their own. The creator(s) shall ensure compliance to **Section 4** of IPR Policy of PU.

If the IPM Cell at a later stage, decide to manage the IP filed by the creator(s), the expenses towards patent filing shall be reimbursed.

7.2. Filing of Application in Foreign Countries:

7.2.1. PU may consider requests for registration of Patents in foreign countries, based on the merit of the IP. The creators shall file provisional patent application to PFC along with the justification for filing international patent in proposed countries. Creator shall carryout evaluation of the commercial potential of such IP in the proposed countries and defend the need for PCT to an expert panel constituted by PFC. On the recommendation of the expert panel, IPM Cell will file the PCT followed by national patents. The commercial potential of the patents shall be continually assessed. If at any time, potential to file the patent in a foreign countries appears to be low, PU shall not file in that particular country.

7.2.2. Creators are encouraged to apply for financial support for filing international patent from various ministries and funding agencies. In case PU decides not to file such a patent in a foreign country, PU shall assign the rights for the IP to the creators in that country to protect the IP either on their own or in partnership with a sponsor.

7.2.3. Any revenue accruing by the exploitation of IP shall be shared between the creator(s) and PU as per the contractual terms/ MoU/ other specific agreement between the creator, sponsor and the PU. In the absence of any such agreement, the revenue sharing scheme shall be arrived at by PFC within the guidelines of IPR policy of PU.

7.3. Renewal of Patent:

7.3.1. PU shall pay patent fee for first seven years in all cases where patent is taken by PU.

- 7.3.2. For joint patent with sponsoring agency, PU shall share the cost of patent equally or as per the mutual agreement entered into prior to filing of patent.
- 7.3.3. In case of PU supported patents, if the patents were commercially exploited within seven years, and if the revenue gained by PU exceeds considerably the cost of maintaining the patent, then PU shall pay the patent renewal fee for the remaining life period of the patent.
- 7.3.4. If the patent is not commercially exploited in the first seven years, PU and the creators shall share subsequent patent fee on 50:50 basis.
- 7.3.5. If the creator is not interested to renew the patent beyond seven years by paying 50% cost, PFC of PU shall decide on either renewal of the patent or withdraw application for patent protection at its discretion.
- 7.3.6. In event the patents are being discontinued by PU and other applicant(s), if any, and the inventors are not interested to pursue further, PU reserves the right to surrender the patent to Controller of Patent, Government of India or take any other appropriate decision.

8. IPR AGREEMENTS AND CONTRACTS

8.1. Agreement categories and authorized signatories

All agreements including but not limited to the following categories are to be approved by the PU

- a) Confidentiality Agreement, Classified Information Non-disclosure (specific) Agreement. PU shall not be liable in any manner for the breach of agreement.
- b) Revenue sharing agreement
- c) Indemnity agreement
- d) Evaluation Agreement
- e) Consultation Agreement
- f) Memorandum of Understanding involving IPR issues
- g) Research and Development Agreement
- h) Technology Transfer Agreement
- i) License Agreement
- j) IP assignment agreement
- k) Alternative Dispute Resolution Agreement

Chairperson of PFC shall act as the final signing authority in all the categories of agreements listed above. IPM Cell shall facilitate the process of framing such agreements. The licensing is done by PU through IPM Cell, which handles the evaluation, marketing, negotiations and licensing of the entire PU owned IP.

8.2. Licensing Types

In certain cases, PU might use the services of a third party for licensing the technology developed, under mutually agreed terms and conditions with such party, within the framework of the IPR Policy of PU. The type of license provided will depend on the nature of the invention/ innovation. Under certain exceptions, PU might consider exclusive licensing. In case of platform wide use of inventions/ innovations and or where significant resources / effort have to be invested by the licensee in using the IP, the PU might consider providing an application and / or region specific or a full scale exclusive license.

Due diligence, not limiting to business plan, business model, milestones and usage plan of the IP in discussion and other relevant information as required, would be undertaken, in order to determine the type of licensing to be provided.

Licenses are provided to a company and **not to an individual**. License may be limited to that particular IP in discussion and not to its enhancements or modifications.

Licenses provided are subject to periodic review including the working status and accessibility/ availability of the IP used. Based on the review of the licensing activities, PU reserves the right to extend, modify or terminate the type of existing license provided.

8.3. License Exemption Conditions

In case of both the inventor(s) and external party(ies) requesting for the license of the same PU owned IP at the same time, preference for licensing may be provided to the inventor(s) based on the nature of technology amongst other considerations.

Irrespective of the license provided, PU retains the right for research exemption and experimental use for patents, design rights and under fair use of copyrights and trademarks on PU wide perpetual license towards its basic objective of academics and enhancing research. This will include the right to publish, use of technical data, the method, product and related services that has resulted from earlier research which has been licensed for the activities mentioned earlier.

In the case of inventions by its faculty / students / research scholars / other PU Personnel under lien / sabbatical / visit / internship, PU exercises the right to the access of such IP created for the sole purpose of academic work and research under research exemption and fair use, being conducted within its jurisdiction. The stakeholders are encouraged to disclose the invention through appropriate **Invention Disclosure Form (IDF)** of such developments during their external stay.

8.4. Technology License /Transfer Options

PU recognises the inventor(s) / creator(s) as a key component for successful commercialisation process. PU shall use the following options to utilise the IP generated. Licensing may be made either directly to third parties or through incubation or through licensing agents. It is emphasized that the IP generated shall be preferably licensed and not assigned. In case of assigned IPs, PU reserves its march-in rights. Any licensing done by PU will be on an as is where is basis.

8.4.1. Technology licensing:

This would be as per the current policy and revenues earned by PU shall be shared with the inventor(s) in a 40:60 ratio after deducting the relevant expenses and overhead charges as detailed in the Licensing Conditions and Inventor Agreement. In the case of multiple PU inventors, the default inventors royalty share is done on an equal basis in the absence of an alternate revenue sharing agreement among them prior to licensing the IP. Salient features of the licensing includes the following:

- Preferred mode is Non-Exclusive licensing.
- Exceptions to this will be based on prior agreement entered into by the inventor and the project funding agency with approval of the IPR Committee.
- All exclusive licenses shall be subjected to periodic review of license not limiting to usage status, application and / or region specific, royalty generation for continuing such license agreement.
- For IP involving multiple inventors, a No-objection Certificate (NoC) from all the inventors concerned is a necessity for an exclusive license to be considered. In the absence of NoCs from all concerned, a non exclusive license ONLY will be provided to the requester(s).

8.4.2. Incubation through PUTIF:

PU inventors and community interested to incubate the technologies developed have an opportunity through Pondicherry University Technology Incubation Facility (PUTIF). Salient features for PUTIF incubation model include the following:

- Nature of license (exclusive, non exclusive or transfer of know-how) will be based on the nature of the technology developed and on any prior contract governing the IP to be licensed.
- Exit time review of the earlier license provided would determine the future mode of license.
- Exclusive licensing provided after exit from PUTIF will be subject to periodic review based on various measures as detailed in Licensing Conditions and Inventor Agreement.

8.4.3. Licensing through agents:

In some cases, PU might utilise the services of third party licensing agents and mechanisms for effective deployment of the technology developed. Salient features for third party licensing agents include the following:

The nature of the licensing would be generally non-exclusive. Exclusive licensing will be subject to periodic review based on various measures.

For an IP which has not been licensed to any party, the creator(s) may also contact potential licensee(s) on their own initiative, maintaining confidentiality and taking all necessary care so as not to affect the value of the IP, through appropriate agreements such as Non Disclosure Agreement (NDA) with the potential licensee(s) during technology marketing discussions. If PU has not been able to commercialize the creative work in a reasonable time frame, the creator(s) may approach the PFC for the assignment of rights of the invention(s) to them.

8.5. Infringements, Damages, Liability and Indemnity Insurance

PU shall, in any contract between the licensee and PU, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, upgrades, debug obligations and the content created.

The policy also supports the need to indemnify PU personnel built into the license agreements for sponsored research and consultative work.

PU shall seek appropriate agreement indemnification from organization to which IP is transferred, against any direct or third party liability arising out of commercial exploitation of IP.

PU shall have explicit disclaimer against any liability arising out of use of computer software developed and distributed by the PU either through public domain or commercially.

PU shall retain the right to engage in any litigation concerning its IP and license infringements.

9. REASSIGNMENT OF IPR to PU.

In consequence of the IPR Policy of PU coming into immediate effect, the stakeholders of PU possessing IPR not in conformity to the present IPR policy shall be taking necessary steps to bring in conformity to the IPR Policy of PU by reassigning. Possessing IPR in conformity to IPR Policy of PU is mandatory in order to enjoy all the legitimate benefits associated with IPR as **inventors** and **stakeholders** of PU. These can be realised in following way:

10. REVENUE SHARING

The revenue shall be divided among the creators as per the prevailing IPR revenue sharing norms of the PU at the time of entering into the agreement. PFC shall levy 10% of gross income generated from IPR as PFC facilitation charges which will be utilized for the PFC activities.

Net revenue to be shared among the stakeholders shall be arrived after deducting the cost of filing the patent, its maintenance, and other related expenses borne by the PU and the creators, duly approved by the PFC.

10.1 Revenue Sharing Scheme:

Net revenue from the commercialization of IP owned by PU would be shared as follows:

1. The inventor(s)/ creator(s) share would be declared as and when revenues are received and disbursement will be made to the inventor(s)/ creator(s), or to the legal heir inventor(s)/ creator(s) associated with the PU at that time.
2. The revenue sharing ratio between inventor/ creator team and PU shall be fixed as 60:40.
3. Where applicable, the MoU/ Contractual terms/ Agreement/ entered into on the ratio of revenue sharing prior to the generation of IP with the knowledge and approval of PFC shall supersede the above.

11. CONFLICT OF INTEREST

The inventor(s) are required to disclose potential conflict of interest while undertaking any IP related activity. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and / or their immediate family have in the company. An PU license to a company in which the inventors also have a stake and management role

shall be subject to the approval of the Chairman, IPM Cell taking the above consideration into fact. All PU Personnel shall be bound by the conflict of interest related policy / guidelines of PU as applicable from time to time.

12. DISPUTE RESOLUTION

In case of any disputes between PU and the inventors / creators regarding the implementation of the IP policy, the aggrieved party may appeal to the Vice Chancellor, PU. 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 Vice Chancellor, Pondicherry University, is final.

13. AMENDMENTS TO THE IPR POLICY

Due to evolving nature of National IPR Policy, PU reserves the rights to change/ amend/ modify the IPR policy from time to time to suit the emergent needs.

14. INCENTIVE SCHEMES FOR PATENTED INVENTIONS:

To provide level playing field for stakeholders opting for patenting their work, a series of incentive schemes shall be introduced by PU time to time in consultation with PFC. Since research publication carries career points to faculty and requirement of thesis work completion research scholars, clear policy on patent for career points of faculty shall be evolved. Following three patent status has been identified in the increasing order of patent career points:

- Complete Specification Filed
- Patent Granted
- Patent Commercially exploited

15. JURISDICTION

All agreements to be signed by PU will have the jurisdiction of the court in Chennai and shall be governed by appropriate laws of India.

_ End *_*



PONDICHERRY UNIVERSITY
FORM A1

**INTELLECTUAL PROPERTY AGREEMENT WITH ALL
PONDICHERRY UNIVERSITY PERSONNEL**

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

2. I submit that by virtue of:

- My employment/studentship/Sabbatical/Visiting Scholar/ (others mention) at Pondicherry University (PU) and /or
- My participation in research at PU
- Opportunities provided or to be provided by PU which result in significant use of PU 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 PU any right to all inventions, copyrightable materials, computer software, processes, designs, 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 PU resources or
- (iii) is an outcome of "work-for-hire" as per PU guidelines

B. I shall abide the IPR policy of the Pondicherry University and as amended time to time by the Pondicherry University.

C. I shall cooperate with PU to obtain, protect or exploit the intellectual property through legal protection such as patent, copyright etc.

D. I shall make available all documentation of PU intellectual property.

E. I shall surrender to PU the documents related to intellectual property if I leave PU for any reason or at any other time asked for such documents.

F. The agreement will survive the termination of my employment or other association with PU

Signature _____
Department/Centre _____
Designation _____
Date _____

Witness (HOD/CH) _____
Signature _____
Name _____
Date _____

(Confidential Document)

PONDICHERRY UNIVERSITY

FORM A2

**INTELLECTUAL PROPERTY RIGHT AGREEMENT FOR WORK FOR
HIRE PERSONNEL AT PU**

I, the undersigned, _____ hereby certify that _____
_____ (the "Work"; attach additional
sheet if necessary to accurately describe the work) was specially commissioned by and is to
be considered a "work made for hire" by Pondicherry University herein after referred to as PU
with address at Pondicherry University, Kalapet, Puducherry, 605014, India and that PU is
entitled to all patent / copyright / trademark and all other Intellectual property rights thereto.
Without limiting the foregoing, for good and valuable consideration, receipt of which is hereby
acknowledged and in accordance with the above entitlement of PU Intellectual Property
generated by me, I hereby assign and / or transfer to PU, its successors and assigns, absolutely
and forever, all right, title, and interest, throughout the world in and to the Work and each
element thereof, including but not limited to the copyright / patent / technology innovation
contained therein. I further agree that no copyright material assigned by me to the PU under
this agreement shall be reproduced by me beyond that which falls under fair use, and I shall
retain only moral rights to this material. Furthermore, no patent-able invention /technology
innovation / trademarks developed by myself, and others I shall be working with, be disclosed
by me to any other party upon termination of this agreement. I understand that any prior
disclosure by myself, directly or indirectly, either during the period of this work-for-hire
agreement or after its termination, shall render me prosecutable as per laws that may be in
force at the time.

Signed this _____ day of _____ (month), _____ (year)

Name:

Address:

Work – for hire agreement tenable Department/ Centre :

In the project: _____ .



PONDICHERRY UNIVERSITY

FORM P1

INVENTION DISCLOSURE FOR IP PROTECTION

(Submit the application along with ANNEXURE - III in a sealed cover, marked 'confidential' addressed to Coordinator, PFC.)

1. Inventor(s) Information:

(Include the detail of entire team of inventors)

- (i) Name of the inventor :
 Designation :
 School/Department/ Center :
 Phone No. : Office –
 Mobile –
 Email –

(ii)

2. Applicant(s) Information* : (It is mandatory that PU shall be one of the applicant)

- (i) Organization :
 Name of the contact person :
 Designation :
 Postal Address :
 Phone No. :
 Email :

(ii)

* In case of joint applicants, MOU/ Contractual Agreement detailing rights and obligations of the parties relating to sharing of costs, revenues etc must be submitted.

3. Title of invention:

(Title describing the nature of invention not exceeding 25 words)

4. Provide the broad field of the invention

5. List the keywords defining the invention

(3 - 7 key words)

6. Research background that led to the invention

7. Executive Summary of Invention

8. Detailed description of the invention:

- *Provide detailed description of key aspect of the invention.*
- *Describe how the invention has edge over other similar work*
- *Include supporting information such as graphs, Experimental data in table form, sketch/design, video*

9. Information of the Financial Support Received for the invention

Provide details of funding / sponsoring agencies/ industry/ university grants/ consultancy support received to carry out the invention. (Enclose copy of the relevant document).

10. Check with tick mark & enclose following Annexures if applicable.

ANNEXURE – I : Information on Commercialization of Patent

ANNEXURE – II : Request for PCT filing in other countries

ANNEXURE – III: Revenue sharing agreement among inventors

ANNEXURE – IV: Specification of provisional patent

ANNEXURE – V : Authorization to PU for processing IPR



PONDICHERRY UNIVERSITY

FORM CA

CONFIDENTIALITY AGREEMENT

The agreement is entered on _____ between

(a) Pondicherry University, Pondicherry (herein after referred as PU)

and

(b) Organisation: _____

(herein after referred _____) to the following effect.

- *Whereas* PU 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 PU and _____ agree to the following:

- (i) PU shall disclose to _____ the 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.
- (ii) _____ agrees to accept the disclosure of the Confidential Document and ensure secrecy and confidentiality of the above the same way as the organisation’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.
- (iii) It is further implied that _____ will not exploit the confidential document unless formal terms and agreement are agreed upon to acquire such rights.
- (iv) The obligations outlined in (ii) and (iii) will not be applicable for those parts where
 - (a) the contents are known to be in public domain or available prior to the date of disclosure.
 - (b) the contents are demonstrated to be in possession if _____ or its subsidiaries from other sources prior to the disclosure.
 - (c) The content appears in the public domain by publication or otherwise.
- (v) The obligation of confidentiality on the part of _____ will be in force for _____ unless the period is extended subsequently.
- (vi) 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 _____

Dated _____

PONDICHERRY UNIVERSITY

(Name of receiving)

Seal

Seal



PONDICHERRY UNIVERSITY

FORM P2

PROVISIONAL PATENT APPLICATION

[Enclose Annexure – IV : Specification of patent,
Annexure – V : Revenue sharing Agreement among PU inventors]

Note: If revenue sharing scheme was not finalized before filing of patent, it is agreed upon by all the stakeholders that when the patent is commercially exploited they shall abide by the revenue sharing norms decided on case to case basis by the PFC.

(To be filled by Faculty/Research/Project Staff with information to IPR)

APPLICATION FOR PATENT

1. We, _____ and _____

Address: _____

Nationality: _____ hereby declare

2. (i) that we are in possession of an invention for:

(ii) that we the said _____ and _____ claim to be true inventors thereof;

(iii) that the provisional specification filled with this application is and any amended specification which may hereafter be filled in this behalf will be, true of the invention to which this application relates;

(iv) that we believe that we are entitled to a patent for the said invention having regard to the provisions of Patents Act, 1970;

(v) that to the best of our knowledge, information and belief, the facts and matters stated herein are correct and that there is no lawful ground of objection to the grant of Patent to us on this application.

We request that a patent may be granted to us for the said invention.

We request that all notices, requisitions and communications relating to this application may be sent to:

Dated this

Signature(s) _____

To

The Controller of Patents,
The Patents Office



PONDICHERRY UNIVERSITY

ANNEXURE - I

INFORMATION ON COMMERCIALIZATION OF PATENT

1. Title of the Invention:
2. Description of invention in 100-150 words:
3. Commercial Readiness - Select the appropriate category:
 - a) Conceptual stage; b) Laboratory scale; c) Pilot scale;
 - d) Field tested; e) Clinical data derived; f) Ready for marketing.

4. Name the Potential Industries for exploitation:

(Mention broad categories of industry that may show interest in exploitation, see **Appendix I** for guidance)

5. Area of Technology that describes the invention:
6. Preferred Mode of commercialization:

Category A:

Licensing by PU/ Portfolio management by PU/ Technology incubation & spin-offs by PU

Category B:

Joint Marketing with co-applicants/ Partnering with third party for commercialization.

* end of information *

Appendix A

Industrial categories: Food processing/ Agri based/ Electronics/ Automation/ Automotive/ Energy & Power/ Renewable Energy/ Environmental/ IT/ Information & Communication/ Film industry/ Mass Media/ Pharmaceutical/ Biotechnology/ Others (specify).

Technology of invention: Advanced Materials/ Food & Drug/ Photovoltaic/ Bioenergy/ Drug discovery/ Fuel cell/ Sensors/ Biosensors/ Waste water treatment/ Pollution control/ Software/ Others (specify).



PONDICHERRY UNIVERSITY

ANNEXURE - II

REQUISITION FOR PCT FILING & PCT DISCLOSURE FORMAT

(TO BE FINALIZED, CONTACT PFC)



PONDICHERRY UNIVERSITY

ANNEXURE - III

REVENUE SHARING AGREEMENT AMONG PU INVENTOR(S)

1	Title of the invention	:	
2	Percentage of share of revenue for all the inventors from the commercial proceeds	:	
3	Supporting document showing the prior agreement entered for sharing of revenue as agreed upon from commercialization of patent as detailed in PU IPR Policy / MOU/ Contractual agreement/ Sponsor Agreement	:	
4	Details of PU inventors and inventor-wise sharing of revenue		
	FIRST INVENTOR		
	Name	:	
	Designation	:	
	Department/ Centre	:	
	Percentage of revenue from the INVENTOR'S Share agreed upon	:	
	Signature of the inventor	:	
	SECOND INVENTOR		
	Name	:	
	Designation	:	
	Department/ Centre	:	
	Percentage of revenue from the INVENTOR'S Share agreed upon	:	
	Signature of the Inventor	:	
	(add the details of entire team of inventors and their agreed revenue share here)		

* end of information *

PFC Official Use:

The document detailing the revenue share of inventor(s) has been examined, and the same was repositied in the PFC file ref. no. _____ / has been received afresh and submitted for approval.

Date:

Signature



PONDICHERRY UNIVERSITY

ANNEXURE – IV

Specification of Provisional Patent

1. Title : _____

2. Inventors:
(i) Name: _____
Address: _____
(ii) Name: _____
Address: _____
(iii) Name: _____
Address: _____

3. Abstract:

Dated this _____ day of _____, 20_____

Signature(s) _____ and _____



PONDICHERRY UNIVERSITY

FORM C1

APPLICATION FOR REGISTRATION OF COPY-RIGHTS

To,
The Registrar of Copyright
Copyright Office
Chennai.

In Reply Quote Reference No. Date

Sir,

In accordance with Section 45 of the Copyright Act, 1957 (14 of 1957), we hereby apply for registration of copyright and request that entries may be made in the Register of Copyrights as in the enclosed Statement of Particulars sent herewith in triplicate.

We also send herewith duly completed the Statement of Further Particulars relating to the work (Literary work – Computer software).

2. In accordance with Rule 16 of the Copyright Rules, 1958, I have sent by prepaid registration post copies of this letter and of the enclosed statement(s) to the other parties concerned, as shown below:

Name and Address of the parties	Date of despatch
(1)	(2)
Not applicable	Not applicable

3. The prescribed fee has been paid, as per details below:

IPO No. _____ Dt. _____

For Rs. _____ (Rupees _____)

4. Communication on this subject may be addressed to:

Coordinator
IPM Cell
Pondicherry University
Kalapet, Puducherry 605014.

5. I/We hereby declare that to the best of my knowledge and belief, no person, other than to whom a notice has been sent as per paragraph 2 above has any claim or interest or dispute to my copyright of this work or to its use by me.

6. I/We hereby verify that the particulars given in this Form and in the Statement of Particulars and Statement of Further Particulars are true to the best of my/our knowledge, belief and information and nothing has been concealed there from.

Place: Chennai

Date:

Yours faithfully

Name: _____

Designation:

Signature: _____

Date: _____

List of Enclosures:

1. Statement of Particulars
2. Declaration of Assignment of Rights
3. Manuscript (in duplicate)
4. Application fee details

PONDICHERRY UNIVERSITY

STATEMENT OF PARTICULARS

(To be enclosed along with Application for Copyrights – FORM C1)

PART-A

1. Registration Number :
(in the Register of Copyrights)

2. Name, address and : nationality a. Pondicherry University
of the applicant Pondicherry

3. Nature of the applicant's : interest in
the copyright of the work b.

4. Class and description of the :
work a. Computer software program
b. Technical document
c. Artistic work
d. Video work
e. Mask work

5. Title of the work : _____

6. Language of the work : _____

7. Name, address and :
nationality of the author and if the
author is deceased, the date of his
decease _____

8. Whether the work is : published or Unpublished/Published (Please tick)
unpublished?

9. Year and country of first : publication
and name, address and nationality of
the publisher _____

10. Years and countries of : subsequent
publications, if any, and names,
addresses and nationalities of the
publishers _____

11. Names, addresses and :
nationalities of the owners of a. _____ the various rights comprising
_____ the copyright in the work and

the extent of rights held by _____ each, together with
 particulars of assignments b. _____ and licenses, if any

12. Names, addresses and :
 nationalities of other persons, _____ if any, authorised to assign or
 _____ license the rights comprising
 the copyrights _____

_ 13. If the work is an Artistic work the location of the original work, including name, address and nationality of the person in possession of the work. (In case of an architectural work the year of completion of the work should also be shown)

13A. If the work is an Artistic work which is used or is capable of being used in relation to any goods, the application shall include a certificate from the Registrar of Trade Mark in terms of the proviso to subsection (i) of section 45 of copyright Act, 1957.

PART – B

1. Is the work to be registered as (Select the appropriate descriptions) Original work/ Translation of work having copy rights/ Translation work available in public domain/ Others (specify)
2. If the work is translation or adoption of work in which copy rights exists, give details of the creator, IP owner, publisher, nationality and relevant permission sought for the translation work.
3. Any other information relevant to IPR of the work done.

Place:

Date:

(List the team of inventors with their signature)

(i) Name _____
 Signature _____
 Date _____
 Office Seal



PONDICHERRY UNIVERSITY

FORM G1

COPYRIGHT AGREEMENT CONTRACT FOR COMMISSIONED WORK

Pondicherry University Pondicherry is pleased to assign the work described below to:

- A. Name of organisation: _____
Address _____

- B. Job description: As per enclosure
- C. Job contract _____
Reference: _____

As per the Intellectual Property Right Policy of the PU, it is undertaken by the organisation receiving the job assignment that the Intellectual Property Right (Patent/Copyright) will rest with the PU.

- [] Agreed
- [] Agreed with any special clause (Enclosure) to be mutually agreed

Signature : _____

Name of authorised person of
the PU executing work _____

Seal:

Date: _____

STEP BY STEP PROCESS FOR FILING PATENT

