

PANDIT DEENDAYAL PETROLEUM UNIVERSITY (PDPU), GANDHINAGAR

INTELLECTUAL PROPERTY RIGHT (IPR) POLICY

- 1. Logo and the Emblem of University:** The logo and emblem of the University are the exclusive identity and property of the University and no person shall without prior permission of the University can utilize the logo and/or emblem of the University for any commercial purpose.
- 2. Amendments:** The University reserves the right to amend these ordinances at any time as required. The University upon recommendation by the IPR Apex Committee may amend the policy.
- 3. Moral Rights:** The University recognizes the moral rights of the creators of intellectual property and shall endeavor to protect the right of fair attribution of authorship or invention, the need for the work not to be altered in such a way that it harms the reputation of the creator and an opportunity for the create or to be involved in determining the final outcome of his/her labor.



PREAMBLE

The aim of the present document is to establish policy and inculcate IPR Eco-system at Pandit Deendayal Petroleum University (PDPU).

PDPU established in 2007 by an act of legislation of State of Gujarat promotes research, development as well as commercialization of research outcomes; parallel to support in other creative domains including publications and artistic works. Such activities including Research at PDPU resulting in creation of Intellectual Property (IP); must be protected under Intellectual Property laws for future commercialisation.

Intellectual Properties include inventions, publications such as articles, books and others; aesthetic designs, industrial designs, artistic works; trademarks and confidential information. Said IPs shall be protected under various Intellectual Property Right (IPR) Laws; including Patent, Copyright, Design, Trademark, trade-secrets etc. The IPRs generated by the PDPU shall be governed by this IP Policy of the University.

IP is an intangible asset based on creativity and innovation and which can be owned and treated in a manner similar to physical, tangible property. As with other property, IP may also have commercial value that can be realized via various routes, including licensing or selling intellectual property rights (IPRs) and other such activities.

The policy shall govern the intellectual property rights of the university faculty members, research scholars, student & other connected with the research work provided ideas and inventions created in connection within the various activities of the University.



I. DEFINITIONS OF THE TERMS USED IN THIS POLICY

- 1. Intellectual Property:** It broadly means any property generated out of the intellectual effort of the creator. IP includes but is not limited to new and useful scientific or technical advancement by way of innovations, discoveries, processes, computer hardware and software, unique materials, machines, devices, instruments, apparatus, circuits, plant varieties, semiconductors; industrial and architectural designs, models, engineering drawings, print publications, thesis, sound recordings, multimedia work, integrated circuit layout designs; computer software, animations and visualizations, information technology products and processes including hardware and software features, original innovative or creative or artistic works and their derivatives or adaptations, whether dramatic, musical, literary works, works of graphic or plastic art and cinematographic and animated films, teaching material for classroom and online courses such as courseware for distance education, original data and records of research, and undisclosed and/or unpublished information; goodwill or identity etc.
- 2. Intellectual Property Rights:** Intellectual Property Rights (IPRs) are legal rights that protect creations and/or inventions resulting from intellectual activity in the industrial, scientific, literary or artistic fields. IPRs broadly include patents, copyrights, trademarks and trade secrets.
- 3. Intellectual Contribution** means original technical, literary or artistic contributions.
- 4. Patent:** A patent is a set of exclusive rights granted to an applicant or assignee for a limited period of time in exchange for detailed public disclosure of an invention. An invention is a solution to a specific technological problem and is a product or a process or both. Patents are a form of intellectual property protected under The Patents Act, 1970.
- 5. Patentee:** Patentee means the person for the time being entered on the register of patents kept under the Indian Patent Act as the generator or proprietor of the patent.
- 6. Copyright:** Copyright is a legal term used to describe the rights that creators have over their literary and artistic works. Works covered by copyright range from books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings. In the case of



copyrightable work, it must be fixed in a tangible form, and the creator or rights-holder is empowered by law to prevent others from copying this form. The rights are governed by The Copyrights Act, 1957.

- 7. Design:** An industrial design constitutes the ornamental or aesthetic aspects of an article. A design may consist of three-dimensional features, such as the shape or surface of an article, or of two-dimensional features, such as patterns, lines or color. It is governed by The Designs Act, 2000.
- 8. Trademarks and Service Marks:** Trademarks and service marks mean distinctive words, name, graphics, symbols or logos or a combination thereof, adopted and used to identify the source of goods and distinguish them from those manufactured or sold by others. Trademarks are granted under the Trademarks Act, 1999.
- 9. Trade Secret:** Usually some information such as know-how of commercial or strategic value that is not disclosed to all and is used in a restricted manner.
- 10. Know-how:** refers to the knowledge, innovations, practices, expertise, processes or procedures, and secrets of individuals regarding the use of material, product or resource, or the practice of a method for a particular purpose.
- 11. Teaching material** means any material that aids the process of teaching.
- 12. PDPU:** Pandit Deendayal Petroleum University, established through PDPU Act
- 13. Director General:** means the Director General of PDPU, Gandhinagar.
- 14. Registrar:** the Registrar of PDPU, Gandhinagar.
- 15. Owner:** The person/legal entity in whom the ownership, dominion, or title of Intellectual property; proprietor is vested. It/he/she who has dominion on IP, in which lies a right to enjoy, maintain, assign, commercialize or license it, as far as the law permits, unless it/he/she be prevented by some agreement or covenant which restrains its/his/her right.
- 16. Creator:** Creator refers to an individual or a group of individuals who make, conceive, author, or otherwise make a substantial intellectual contribution to the creation of any intellectual property. Creator includes an inventor in the



case of inventions under Patent Law, an author in the case of works falling under the Industrial Designs Law and/ or Copyright Law.

- a. Inventor:** One who invents or contrives new thing; one who devises some new art, manufacture, mechanical appliance, or process; one who invents a patentable contrivance.
 - b. Innovator:** One who develops new ways in either form, feature, function or any of their combination to an existing product, process or system while creating value for end users.
 - c. Author:** One who produces, by his/her own intellectual labor applied to the materials of his/her composition, an arrangement or compilation new in itself.
- 17. Research Scholar:** Scholars who are carrying out research. It includes, but is not limited to the one who is registered in B.Tech, ,M.Tech., Ph.D.
- 18. Alumni:** Student who completed his/her study in respective institute/university.
- 19. Employee/Staff:** An employee/staff is a person who works in the service of PDPU under express or implied contract for hire whether fulltime or part-time or on probation or temporary basis, under which PDPU, as the employer has the right to control details of work performance.
- 20. Faculty member:** All teaching staff of PDPU & visiting faculty.
- 21. IPR APEX Committee:** Group of members to whom the consideration or management of all Intellectual Property related matter is committed.
- 22. Authorized Signatory:** The **REGISTRAR, PDPU**, with specific approval of the DG, shall be the authorized signatory in all categories of IPR protection and registrations.
- 23. Contact Person:** Amongst a team of creators for a particular IPR; who is a co-inventor or co-author of an IP; single person shall be representing the team of creators for coordinating throughout the process of IPR protection, with the **IPR APEX Committee** as well as with the **IP Attorney**.
- 24. Assignment:** Transfer of rights or title in intellectual property in writing.



- 25. Licensing:** A Licensing agreement is an arrangement whereby a licensor grants the right to intangible property to another entity for a specified period, and in return, the licensor receives a royalty fee from the licensee.
- 26. Royalty** is the payment made to an applicant or an institution usually for legal use of a patented invention or any Intellectual Property when licensed.
- 27. Net Earnings:** Earnings resulting from the licensing or commercialization of the IP reduced by the outstanding actual expenses incurred in obtaining and commercialization of the IP.

II. INTELLECTUAL PROPERTY CREATION

1. PDPU shall aid the faculty of sensitization and awareness regarding Intellectual Properties, types, importance and protection.
2. PDPU shall form an IPR APEX Committee for disclosure, approval and management of all IPRs created at PDPU.
3. Any research results, copyrightable work, Industrial designs and other forms of results of intellectual efforts shall be Intellectual Property.
4. All faculty members, students, staff, project staff, visiting faculties, mentors, visitors and others, such as trainees from other institutes are eligible to create IPR on behalf of PDPU.
5. Any IP created by using resources of PDPU shall be considered as IP created during course of association/employment/duration of study at PDPU.
6. Any IP created by using funds of PDPU shall be considered as IP created during course of association/employment/duration of study at PDPU.
7. There shall be no upper limit on the number of creators of Intellectual properties. They shall be acknowledged by PDPU as co-inventors/ co-authors/ co-designers for a patent/ copyright/ design. However, only persons who have contributed intellectually to the IPRs should be included. Those who have only provided routine support such as clerical, secretarial or data entry etc. should not be included.
8. All inventors/ authors/ designer must certify that the IPR is original in nature and the list of inventors/ authors/ designer is authentic.



III. INTELLECTUAL PROPERTY RIGHTS APEX COMMITTEE

1. Nomination of IPR APEX COMMITTEE

- a) The Director General (DG), PDPU shall nominate "**IPR APEX COMMITTEE**"
- b) The **IPR APEX COMMITTEE** shall consist of DG (as Chairman), Academic / Research Advisors, Director of Constituent School of PDPU and IP Attorney.

2. Role of IPR APEX COMMITTEE

- c) The **IPR APEX COMMITTEE** shall access, evaluate and monitor the IPRs created at PDPU. IPR will then be vetted by the IP Attorney.
- d) The discretion of approval of IPs generated at PDPU for further process towards its protection shall lie with the **IPR APEX COMMITTEE**.
- e) Decisions pertaining to any discrepancy with respect to acknowledgement of co-inventors/ co-authors/ co-designers for an IP shall be made. However, only persons who have contributed intellectually to the IPRs should be included. Those who have only provided routine support such as clerical, secretarial or data entry etc. should not be included.
- f) In case of any discrepancy, the decision of **IPR APEX COMMITTEE** will be final and binding.
- g) The patents, copyrights, trademarks, designs will be assessed by **IPR APEX COMMITTEE** in terms of their commercial & strategic value to the institute/ outside the institute and quality of efforts made by the inventors/ authors/ designers. IPR will then be vetted by the IP Attorney.
- h) **IPR APEX COMMITTEE** shall allow creators to reach to third parties for commercialization; where exclusive rights have not already been assigned to a third party. This should be done with prior written consent from the Committee and keeping confidentiality of the creation.

3. Disclosure of IPRs by creators to the COMMITTEE

- a) For all IP produced at PDPU, the creators/inventors will be required to disclose their IP to Director of school using an **IPDF** (Intellectual Property Disclosure Form). The director of school shall forward the **IPDF** to **APEX COMMITTEE** at the earliest date.



- b) It shall be mandatory for students to submit an IPDF, countersigned by their supervisor(s), at the time of filing their B.Tech. report, M.Tech. and PhD theses.
- c) When IP creation is done by a group, a representative from the group shall approach the committee and shall produce all relevant information in detail. This shall enable assessment of IPR with proper analysis of the creation.
- d) The representative shall disclose about all co-creators.

4. Documentation

- a) All creators shall sign an agreement with the PDPU regarding the ownership of the Intellectual Property produced at PDPU.
- b) Creators shall produce the document with complete details, drawings, experimental data and other relevant details in case of patent. They should provide three-dimensional drawings in case of Design registration and physical and soft copies of the work in case of copyrightable work. Any other form of protectable matter should be produced with complete details and documentation.
- c) All creators shall certify that their IPR is original in nature and the list of inventors/ authors/ designer is authentic.
- d) All creators shall sign an assignment deed for the IPRs produced at PDPU; stating that they assign the rights to PDPU.
- e) Any further documentation required during the course of assessment and protection of IPRs shall be provided to the committee and the IP Attorney by the creators.
- f) A Non-Disclosure Agreement or a Confidentiality agreement shall be executed between PDPU and creators/inventors and the third parties for any commercialization related discussion.
- g) NOC shall be required from the committee for any such disclosure or publication of creations (whether the creations are protectable or not protectable).



5. Confidentiality

- a) All information relating to the IP creations shall be kept confidential. Inventor or creator and institute staff must not disclose the confidential information related to the innovation; access to confidential information should be limited to creator or inventor or who has signed the confidentiality agreement.
- b) From the inception of the concept to the protection of the creation, the information pertaining to respective creation must be kept confidential and shall not be published in any form such as video, uploads on social media, news, press, scientific publication, presentation in seminar, workshop, symposium and alike.
- c) A written permission from IPR APEX Committee shall be required for publishing any creation; whether protectable under IPR laws or not.
- d) Creators shall be required to get a No-objection certificate from the IPR APEX Committee for any kind of publication or disclosure to third party.
- e) The confidentiality shall remain in force till the grant of NOC from the committee for the publication or till the publication by the Indian Intellectual Property Offices in their Official Gazettes; post application for protection.
- f) The creators shall get a pre-approval of the commercialization proposals from the Committee; while approaching third parties.
- g) The creators shall get a Non-Disclosure Agreement or a Confidentiality agreement signed with the third parties while discussing their creation for commercialization.
- h) PDPU shall also get a Non-Disclosure Agreement or a Confidentiality agreement signed with the third parties while discussing creations for commercialization.

6. Intellectual Property Protection (Methodology)

The Intellectual Property Rights for all creations at PDPU shall be protected in the name of PDPU and under the monitoring of IPR APEX Committee and as per the procedures for each IPR prescribed herein below:



A. PATENTS

- a) Patents shall be sought for scientific inventions. The inventions should be novel, non-obvious and having industrial application. The primary requisite of novelty requires that the subject must not have been published or practiced in the world even by the inventor nor displayed nor exhibited in a scientific workshop, exhibition/seminar, etc. Thus, confidentiality of the subject matter is emphasized throughout the Policy.
- b) The contact person amongst the inventors shall approach the IPR APEX Committee with the complete and detailed disclosure of invention.
- c) The invention disclosure is to be given by the inventors in the enclosed format (Annexure-1) duly approved by the respective Director of the school. Respective Director in turn will forward the proposal to the IPR APEX Committee.
- d) The inventors shall indicate their full names in the requisite forms for IPR. As per the requirement of patent office, every initials are to be expanded. The inventors shall also mention the details of the co-inventors.
- e) IPR APEX Committee shall arrange to get the patentability search done through Patent Attorney.
- f) For the inventions with positive patent search report, filing of patent application with provisional specification shall be executed immediately to obtain earliest priority date for patent application along with patent application number.
- g) Inventors shall then furnish complete details of the invention along with all line diagrams, construction/composition of invention, working/best method of operating the invention to the Patent Attorney. Inventors shall visit the IP Attorney and discuss the same providing them the complete technical details of invention as and when required.
- h) Patent Attorney shall prepare the first draft of complete specification based on said technical details; along with comments on further requirements; if any.
- i) Said draft shall be forwarded to the contact person (inventors). Proper reply must be received back through the respective contact person with in 30days of



receipt of the same. IP Attorney thereafter shall finalize the complete patent specification.

- j) After finalising the complete patent specification, IP Attorney shall arrange India filing as well as PCT filing.
- k) The Patent Attorney shall take care of the procedural formalities with the Indian Patent Office and shall update PDPU when the Examination Report(s)/Hearing notice(s) is issued by the Indian Patent Office.
- l) Inventors shall respond to the queries and technical details sought by the Patent Attorney within 3 months from the date of Examination Report. Respective Director of the school shall monitor this activity and failure to receive response from the inventor(s) will be suitably recorded and information sent to the IPR APEX Committee.
- m) Inventors shall also respond to the queries and technical details sought by the Patent Attorney; when International Search Report is issued by the International Searching Authority. The IP Attorney shall update PDPU regarding said report and seek the technical details for compliance of the objections; if any. The inventors shall respond to the same within 15 days. Respective Director of the school shall monitor this activity and failure to receive response from the inventor(s) will be suitably recorded and information sent to the IPR APEX Committee.
- n) Regarding Application in foreign countries where the **IPR APEX committee** finds that an invention is relevant to be protected in foreign country/ies; international search report and commercial potential in that country shall be considered upon such request made and consent sought to the committee by the contact person; the contact person shall communicate with the IP Attorney and forward the written consent from the committee and the list of countries where the protection is sought.
- o) IP Attorney shall file the applications for protection, in the countries of interest as per the communication and update PDPU.
- p) IP Attorney shall further communicate regarding any queries/objections from those countries; and the creators shall provide requisite information to the IP Attorney through the contact person.



B. COPYRIGHT

- a) Copyright is sought for literary and artistic works. It shall specifically include research papers, computer programs, databases, books, other literary works and technical drawings. It shall further include artistic books, paintings, sculpture, music and films, advertisements etc.
- b) In the case of copyrightable work, it must be fixed in a tangible form. Mere idea shall not be eligible for protection.
- c) The contact person shall submit a copy of his creation to the IPR APEX Committee along with the Disclosure form.
- d) The IPR Attorney shall be contacted for getting copyright registration of the work.
- e) Requisite details and the created work in the suggested format in required copies shall be given by the contact person to the IPR Attorney for registration process.
- f) Author(s) shall give no objection certificate in case of copyright which will be registered in the name of PDPU.
- g) IPR Attorney shall update PDPU for any queries and issuance of the registration certificate.
- h) Regarding foreign filing of copyrights; where the **IPR APEX committee** finds that a copyrightable work is relevant to be copyrighted in foreign country/ies; upon such request made and consent sought to the committee by the contact person; the contact person shall communicate with the IP Attorney and forward the written consent from the committee and the list of countries where the protection is sought.
- i) IP Attorney shall file the applications for protection, in the countries of interest as per the communication and update PDPU.
- j) IP Attorney shall further communicate regarding any queries/objections from those countries; and the creators shall provide requisite information to the IP Attorney through the contact person.



C. DESIGN

- a) Design registration shall be sought for aesthetic aspects of an article. A design may consist of three-dimensional features, such as the shape or surface of an article, or of two-dimensional features, such as patterns, lines or colour.
- b) The contact person shall approach the IPR APEX Committee along with the Disclosure form having the three dimensional photographs of the creation for which the protection is sought.
- c) The IPR Attorney shall be contacted for getting design registration of the work.
- d) Requisite details and the created work in the suggested format in required copies shall be given by the contact person to the IPR Attorney for registration process.
- e) IPR Attorney shall update PDPU for any queries and issuance of the registration certificate.
- f) Regarding foreign filing of Designs; where the **IPR APEX committee** finds that a Design is relevant to be registered in foreign country/ies; upon such request made and consent sought to the committee by the contact person; the contact person shall communicate with the IP Attorney and forward the written consent from the committee and the list of countries where the protection is sought.
- g) IP Attorney shall file the applications for protection, in the countries of interest as per the communication and update PDPU.
- h) IP Attorney shall further communicate regarding any queries/objections from those countries; and the creators shall provide requisite information to the IP Attorney through the contact person.

D. TRADEMARKS AND SERVICE MARKS:

- a) Trademarks and service marks shall be sought for registering trademarks for products and services developed at PDPU. Said marks for which the protection shall be sought; shall be distinctive words or name or graphics or symbols or logos or a combination thereof, adopted and used to indicate the source of goods and distinguish them from those manufactured or sold by others.
- b) The creator shall approach the IPR APEX Committee along with the Disclosure form having the copy of the trademark for which the protection is sought.



- c) The IPR Attorney shall be contacted for getting trademark registration.
- d) Requisite details and the trademark in the suggested format in required copies shall be given by the contact person to the IPR Attorney for registration process.
- e) IPR Attorney shall update PDPU for any queries and issuance of the registration certificate.
- f) Regarding foreign filing of Trademarks; where the **IPR APEX committee** finds that a trademark or a service mark is relevant to be protected in foreign country/ies; upon such request made and consent sought to the committee by the contact person; the contact person shall communicate with the IP Attorney and forward the written consent from the committee and the list of countries where the protection is sought.
- g) IP Attorney shall file the applications for protection, in the countries of interest as per the communication and update PDPU.
- h) IP Attorney shall further communicate regarding any queries/objections from those countries; and the creators shall provide requisite information to the IP Attorney through the contact person.

E. TRADE SECRET:

- a) Unless specified by PDPU for disclosure to the third party for commercialization; any commercial or strategic information shall be treated as trade secret and shall not be disclosed to all.

F. KNOW-HOW:

- b) Unless specified by PDPU for disclosure to the third part for commercialization; any knowledge, innovations, practices, expertise, processes or procedures, and secrets of individuals regarding the use of material, product or resource, or the practice of a method for a particular purpose shall be kept confidential.

IV. INTELLECTUAL PROPERTY OWNERSHIP

A. Eligibility:

- a) All faculty members, students, staff, project staff, visiting faculties, mentors, visitors and others, such as trainees from other institutes are eligible to file IPR on behalf of PDPU.




- b) IPR is to be filed by the inventors only on behalf of Pandit Deendayal Petroleum University (PDPU)
- c) No one at PDPU will be authorised to file IPR on work done at PDPU on individual capacity basis without taking written approval from the **IPR APEX COMMITTEE**.

B. PDPU Ownership:

- a) Intellectual property of any kind created by faculty, students, staff, project staff, visiting faculties, mentors, visitors and others, such as trainees from other institutes, participating in PDPU programs or using PDPU funds or facilities, shall be owned by PDPU when either of the following applies:
 - 1. When the intellectual property is created/applied for Intellectual Property protection with the use of funds or facilities administered by PDPU.
 - 2. The intellectual property was created (i) as a part of the normal professional duty or (ii) work for hire.
 - 3. When the intellectual property is created in the course of or pursuant to a sponsored/consultancy research agreement with PDPU. In such cases, specific provisions related to IP made in contracts governing such activity will determine the ownership of IP.
 - 4. The intellectual property was created as a part of academic research and training leading towards a degree or otherwise.
- b) All copyrights, including copyrighted software shall be owned by PDPU when it is created as a part of any of the academic programs of PDPU or created pursuant to a written agreement with PDPU, providing for transfer of copyright or ownership to PDPU. More specifically:
 - 1. PDPU shall be the owner of the copyright on all teaching materials created by PDPU and non-PDPU personnel for external agencies, institutions and industry under the continuing education and distance education programs of PDPU. However, the authors will have the right to use the material for their teaching and research activities.
 - 2. PDPU will not claim ownership of copyright on books and scientific articles authored by PDPU personnel. However, PDPU will have the copyright when



books and reports have been created using funds specifically provided for this purpose by PDPU.

3. Creators shall however disclose to PDPU about their copyrightable work in the Disclosure form and shall seek NOC from PDPU for its publication/copyright registration in their name.
- c) In cases of all IP produced at PDPU, PDPU shall retain a non-exclusive, free, irrevocable license to copy/use IP for teaching and research activities, consistent with confidentiality arguments where ever entered by PDPU.
- d) In cases where an IP is created by PDPU personnel, fully or as a part of the team, during deputation, official leave, or sabbatical, the concerned PDPU personnel should officially communicate the IP to PDPU. If the IP involves ideas/software developed, fully or in part, using significant institute resources, then the IP will also be owned by PDPU fully or partially, as the case may be.

C. Creator's Ownership

- a) Creators shall own intellectual property when:
 1. None of the situation defined above for PDPU-ownership of intellectual property applies.
 2. It is created outside their assigned/normal area of research/teaching, for example, popular novels, poems, musical compositions, or other works of artistic imagination, without the use of institute resources.
- b) Students shall own copyright on their theses/dissertation created as a part of their academic programs. However, the student must grant to PDPU royalty-free permission to reproduce and distribute copies for teaching and research as well as for dissemination for teaching and research to other academic institutions.
- c) Ownership of software code, patentable subject matter and other intellectual property contained in the theses/reports are subject to conditions specified under PDPU-ownership and Inventor/Author ownership.

D. Third-Party Ownership

- a) Ownership of intellectual property resulting from:



1. Funds provided partially or fully by a third-party to PDPU shall be governed by specific provisions in the contract between the third-party and PDPU.
2. Exchange programs between PDPU and other institutions shall be governed by specific provisions in the contract between the third-party and PDPU.
3. In case no such specific contract exists, IPRs shall remain with PDPU.

V. ASSIGNMENT OF RIGHTS TO PDPU

- a) The inventor(s) shall assign rights of patents, trademarks, copyrights and design to the PDPU and the same shall be filed/registered in the name of PDPU.
- b) The inventor shall assign the rights of the disclosed IP to PDPU before leaving the institute and will agree to the terms and conditions for the sharing of any financial benefits received by the institute by commercialization of such IP.
- c) For sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of IP are applied.

VI. CONTRACTS AND AGREEMENTS

All agreements related to IP, including, but not limited to the following categories, undertaken by any PDPU personnel and students need to be approved by the institute:

1. Allegiance, Affirmation and Confidentiality Agreement.
2. Evaluation Agreement.
3. License Agreement
4. Technology Transfer (Commercialization) Agreement
5. Alternative Dispute Resolution Agreement
6. Classified Information Non-Disclosure (specific) Agreement

The **REGISTRAR, PDPU**, with specific approval of the DG, will be the authorized signatory in all categories of agreements listed above.

VII. COMMERCIALIZATION

- a) PDPU shall market the IP and identify potential licensee(s) for the IP to which it (i) has ownership and (ii) for which rights have been assigned to it.
- b) For the IP where exclusive rights have not already been assigned to a third party, the creators may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care to ensure that the value of the IP is not affected.



IX. REVENUE SHARING

The net earnings from the commercialization of IP owned by PDPU would be shared as follows:

Inventor(s) *	PDPU's Share	Service Account **
65%	25%	10%

- * it shall be distributed equally amongst all inventors.
- ** Money may be used for the promotion and upgradation of the invention. Unused funds from the service account will be used for promotion of commercialization, IP protection and any other related activities.

VII. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY INSURANCE

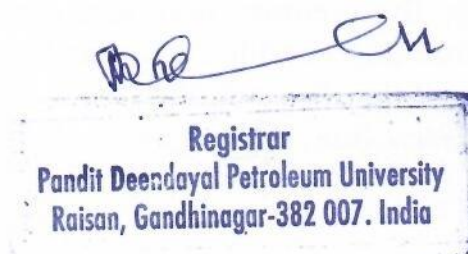
- a) As a matter of policy, PDPU shall, in any contract between the licensee and PDPU, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, upgradation and debugging obligation.
 - b) PDPU shall also ensure that PDPU personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.
3. PDPU shall retain the right to engage or not in any litigation concerning patents and license infringements.

IX. DISPUTE RESOLUTION

In case of any conflicts of interest or any disputes between PDPU and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Director General of PDPU. Efforts shall be made to address the concerns of the aggrieved party. The DG's decision in this regard would be final and binding.

X. JURISDICTION

As a policy, all agreements to be signed by PDPU will have the jurisdiction of the courts in Gandhinagar and shall be governed by appropriate laws in India.





ANNEXURE I
Intellectual Property Disclosure Form
PANDIT DEENDAYAL PETROLEUM UNIVERSITY (PDPU), GANDHINAGAR

IPDF No:	For Office Use		
Date of submission:			
Contact Person:	Name:		
	Position:		
	Email id:		
	Contact number:		
Creator(s)	1	Name: Address: Nationality:	
	2	Name: Address: Nationality:	
	3	Name: Address: Nationality:	
Department:			
Name of Director of School/Supervisor/HOD			
Intended IP category:	Patent Copyright Design Trademark		
Description of the creation			
Date of creation			
Attachments of samples/ copyrightable work/ logo etc			

Forwarded by Director of respective school to:

IPR APEX COMMITTEE