# MIT Art, Design & Technology University, Pune





Intellectual Property Rights Policy

रचनात्मक भारत अभिनव भारत

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# Intellectual Property Rights Policy

# MIT Art, Design & Technology University

Rajbaug, Loni Kalbhor, Pune - 412 201. Website: www.mituniversity.edu.in

Monday, 26th October 2020





### Vishwadharmi

# Prof. Dr. Vishwanath D. Karad

Founder, MIT Group of Institutions, Pune President, MIT-ADT University, Pune



# Message by Founder & President

In Sanskrit, it is said, "सर्वस्य लोचनं शास्त्रं" meaning science is everyone's eye. It talks about the importance of shastra, science and its fields of study. In the present advanced world, science has made a remarkable contribution to knowledge and this knowledge needs to be nurtured keeping an eye on the future for a blend of science and Indian cultural values. The eye is not merely a physical eye but a vision for the seeds that we sow for tomorrow.

Protection of scholarly creative property is of most extreme significance for any growing organization. The present IPR Policy is a new milestone in the excursion of innovation and creativity and it will certainly advance the holistic and research environment and catalyze maximum capacity of intellectual property at MIT Art, Design and Technology University, Pune.

I convey my heartiest congratulations and to all the contributors for their committed endeavors.

My best wishes towards the accomplishment of the aims of the policy and to reach more milestones as we proceed with our passionate endeavors toward this path with a desire for increasing new statures and accomplishments.

Prof. Dr. Vishwanath D. Karad

Founder, MIT Group of Institutions, President, MIT-ADT University, Pune

#### प्रो. धीरेन्द्र पाल सिंह अध्यक्ष Prof. D. P. Singh Chairman





विश्वविद्यालय अनुदान आयोग शिक्षा मंत्रालय, भारत सरकार

University Grants Commission
Ministry of Education, Govt. of India



MESSAGE

To mark the 89th birth anniversary of former President of India and Scientist Late Dr. APJ Abdul Kalam, Bharat Ratna, the Hon'ble Minister of Education, Dr. Ramesh Pokhriyal Ji 'Nishank' virtually launched the 'KAPILA' Kalam Program for Intellectual Property Literacy and Awareness campaign on 15th October, 2020. I am pleased to know that the Team Institution Innovation Council of MIT Art, Design & Technology University, has come out with an Intellectual Property Rights (IPR) Policy document on the occasion, with the aim to provide a direction to the academic community and other stakeholders on the practices and rules concerning IPR.

I would like to commend the efforts of the Vice Chancellor, Registrar, Management, Members of the Executive Council and Academic Council, teaching and non-teaching staff, the students, the alumni and extend my best wishes and greetings for creating an enabling ecosystem to foster the growth of IPRs in the University. I hope the University continues to set high standards in the years to come.

(Prof. D.P. Singh)

22<sup>nd</sup> October, 2020





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#### भारत सरकार

#### वाणिज्य तथा उद्योग मंत्रालय

कार्यालय महानियंत्रक एकस्व, अभिकल्प एवं व्यापार चिन्ह बौध्दिक संपदा भवन, एस. एम. रोड, एन्टॉप हिल, मुंबई - 400 037.

> GOVERNMENT OF INDIA MINISTRY OF COMMERCE & INDUSTRY

Office of the Controller General of Patents, Designs & Trademarks

Boudhik Sampada Bhawan, S. M. Road, Antop Hill, Mumbai - 400 037.

#### MESSAGE

It is indeed very heartening to know that the vision of MIT-ADT University aims to be in the forefront and attempting to revolutionalise the field of intellect and innovation thereby making a remarkable contribution to the national IPR framework and to realize the motto 'Creative India, Innovative India'. I appreciate the initiative taken by you to encourage creativity, innovation and consequently spearheading the spirit of entrepreneurship and accelerate growth of MIT Group of Institutions.

I wish you all the very best and success in the endeavours.

Deputy Controller of Patents and Designs

(Head of Office)





## Prof. Dr. Mangesh T. Karad

Vice Chancellor & Executive President,

Knowledge and education are the foundation of any country's growth and we, at MIT Art, Design and Technology University, have dedicated ourselves to imparting specialized training with a mission of being one of the best universities through complete commitment to every attempt by our faculty and students, in making a well-educated technological society.

Intellectual property (IP), in this context, assumes a significant part in giving a serious edge to an university. Various resources of an institution like ability, developments, brands, plans and other imaginative and inventive ideas are more important than its physical resources.

The Intellectual Property Rights Policy seeks to reinforce the IPR framework across the university that will create awareness about economic, social and cultural benefits of IPRs among all the stakeholders.

The faculty, staff and students of MIT ADT University are occupied with innovative works of differing nature. Commercial exploitation of the outcomes of research studies can be of significant advantage for socio-economic development of the nation. The university therefore, empowers the protection and licensing of IP, which can help us viably use the same for business and would yield financial returns and support our R&D endeavors of the faculty and students. To release the inventive capability of our researchers, it is crucial to fortify R & D linkages. And the Intellectual Property Rights Policy is a significant device in this direction.

In order to build a supportive and balanced Intellectual Property Rights ecosystem in India, I invite participation from all stakeholders.

Let us strive towards creative and innovative India together.

Prof. Dr. Mangesh T. Karad



# Acknowledgements

It gives us enormous pleasure to express our heartfelt gratitude to all those who have contributed to making the present Intellectual Property Rights Policy.

With the constant blessings of Hon'ble Professor Dr. Vishwanath D. Karad Sir, we are able to prepare a comprehensive IPR Policy which aims at creating a vibrant IP ecosystem across the campus.

We ought to express our earnest gratitude to Hon'ble Professor Dr. Mangesh Karad Sir for his encouragement and invaluable guidance all the time. His commitment and meticulous inputs to the policy is second to none. We feel privileged and encouraged to work under his able leadership.

We must express our profound gratefulness to Dr. Ramakant Kaplay, Director - Quality Assurance for his Midas touch and inputs.

We cannot adequately thank Prof. Dr. Kishore Ravande, Dean – Research & Consultancy Cell for his unfailing emotional support. Special thanks to Shri Shivsharan Mali, Senior Advisor to Vice Chancellor for his constant support.

We owe special gratitude to Dr. Mahesh Chopade, Registrar – MIT ADT University for regulatory advice and remarkable contribution. We must mention our deep sense of appreciation to Prof. Dr. Atul Patil for extending his valuable time for copy-editing and proofreading.

We also appreciate the useful feedback of all Deans, Directors, office bearers, and stakeholders, MIT-ADT University, and thank them for helping us achieve the mission of creating an all-inclusive Policy Document. We thank the media team and administrative staff of the University for their Kind Support.

Last but not least, we wish to convey our gratitude to each and everyone who directly or indirectly encouraged, inspired, and helped us in making the present Intellectual Property Rights Policy.

With best regards,

Prof. Dr. Virendra Bhojwani

President Institution's Innovation Council Prof. Suraj Bhoyar

Vice President & Convener Institution's Innovation Council



# ॥ अथतोः ज्ञान जिज्ञासा॥



#### MIT ART, DESIGN AND TECHNOLOGY UNIVERSITY, PUNE

#### NOTIFICATION

MIT-ADTU/Reg./2020-21/

पुणे, सोमवार, ऑक्टोबर, 26/2020 अश्विन, शु. 10 1942 (शके) PUNE, MONDAY, OCTOBER 26, 2020/AASHWIN Sh.10, 1942 (SHAKE)

In pursuance of Sec. 34 of MIT Art, Design and Technology University Act 2015, Intellectual Property Rights Policy, in the form of regulations is being made as under.

#### **Intellectual Property Rights Policy**

WHEREAS the Executive President of MIT Art, Design and Technology University, Pune constituted a committee with Prof. Dr. Mangesh T. Karad, Vice Chancellor as the Chairperson and consisting of Prof. Dr. Ramakant Kaplay, Director Quality Assurance; Prof. Dr. Kishore Ravande, Dean Research & Consultancy; Prof. Dr. Virendra Bhojwani, Asso. Dean Research & Consultancy; Prof. Suraj Bhoyar, IP Cell Co-ordinator and Shri. Shivsharan Mali, Registrar to prepare the IPR Policy.

AND WHEREAS after considering the recommendations of the said committee, the University (through its 'Academic Council' and Board of Management) considers it necessary to make a 'policy' to promote the 'innovation culture' and develop vibrant IP ecosystem at the university. It is hereby declared as follows:

- This policy may be called "Intellectual Property Rights Policy (IPR Policy, 2020)".
- b) This policy shall come into force from the date of its publication\*.

In this policy 'Headings' are inserted for direction only and will not affect the interpretation of the policy

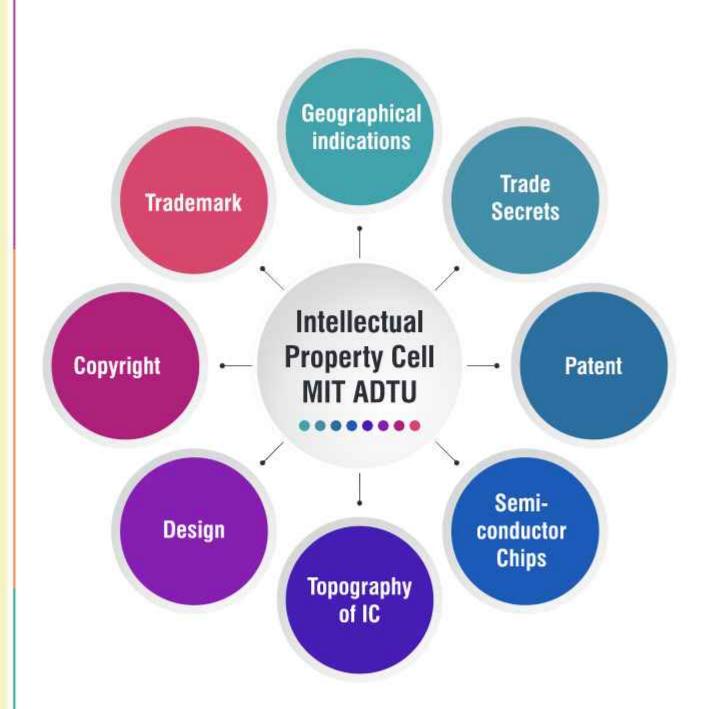
Registrar



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#### 2. Executive Summary

- (1) This Intellectual Property Policy Document aims to provide a direction to scholarly academic and nonacademic staff, research scholars, students and other stakeholders on the practices and rules concerning intellectual property rights and commitments thereunder in the light of creative solutions and innovations.
- (2) Universities have good talent pool possessing scientific and technological intellect and such talent needs to be given a platform and encouragement to take innovations to greater heights and further protect their intellectual property thereby promoting advancement in arts, science, technology, culture, etc. MIT ADT University wishes to bring such resourceful thinkers and scholars together and promote a holistic and conducive ecosystem exploring their intellectual property and contributing to the economic and socio cultural developments of the nation.
- (3) At a university, intellectual properties such as a patent, a trademark, copyright, design, topography of integrated circuits / semiconductor chips, plant varieties, geographical indications, trade secrets, etc. can come out from various research projects carried out. The university offers a conducive environment for different research and innovation initiatives and provides required space, facilities and resources. It is expected to have as many research studies as possible which are relevant to societal problems.
- (4) The role of students, faculty and staff is very crucial in innovation and creativity, and when they get a relevant, dedicated and influential platform to collaborate along with R&D facilities, suitable resources and amenities at the university, they can come up with solutions to the existing problems, have new startups, build a network and make a remarkable contribution to creating intellectual property. The present policy, therefore, sets a milestone in this journey and offers a framework for everyone to contribute and build and protect intellectual property.
- (5) The policy thus aims to make the university a prime scholastic organization seeking after the most noteworthy goals of funding by scattering of the advantages of intellectual property started from the university to the society.



#### 3. Vision Statement

- (1) To develop, build and incorporate multidisciplinary academic programs in innovative fields and develop research culture in the direction of Centre of Excellence on the Map of Global scenario to visualize ourselves in the format of World Class Universities.
- (2) The dream of MIT ADT University is to be at the forefront and revolutionalise the field of intellect and innovation thereby making a remarkable contribution to the national IPR framework with a holistic motto 'Creative India, Innovative India' {रचनात्मक भारत, अभिनव भारत}.

#### 4. Mission Statement

- (1) To incorporate value based education system along with best academic excellence with various technical as well as cultural initiatives to become future leaders. At MIT Art, Design & Technology University, students are actively involved in various start up initiatives to contribute technological skills and generate revenue for economic growth to develop the nation.
- (2) The mission of MIT ADT University, through this initiative, is to encourage creativity and innovation and consequently advance the spirit of entrepreneurship and accelerate growth.



#### 5. Objectives

- (1) To create awareness among the stakeholders about intellectual property rights
- (2) To offer a healthy environment for the development of intellectual property
- (3) To facilitate, encourage & promote the faculty members to get involved in R&D projects and file patents for their innovative solutions & to safeguard scientific investigation and research and the freedom of the scholars involved in R&D
- (4) To elevate advancements and promote the protection of intellectual property
- (5) To build up nature for research development, the discovery of new knowledge viable with the vision of the university
- (6) To provide legal support, wherever necessary, to defend and protect the intellectual property rights obtained by the against any infringement/unauthorized use;
- (7) To safeguard the interest of inventor/creator of intellectual property and provide fair distribution of returns accumulating from the commercialization of IPR
- (8) To set up an IPR Cell and offer assistance to the representatives for business use of intellectual property produced at the university in the interest of all concerned and also supervise the reasonable conveyance of the profits collecting therefrom
- (9) To enable the university to secure funded/sponsored research funding at all levels of research
- (10) To safeguard 'academic freedom' of the university teacher
- (11) Following all the needed procedures and actions to facilitate, Transfer of Technologies (ToT), including the commercialization, licensing, and other means of disseminating the technologies developed by the University



#### 6. Scope of the Policy

(1) This policy covers different aspects of intellectual property and relevant rights emerging from research and innovation by the faculty, staff and students throughout their research works. Intellectual property arising from scholarly exploration incorporates patents, trademarks, copyright, skills and undisclosed data.

#### 7. Key Terms and Their Definitions

Various key terms used in the present policy are defined as below:

- (1) Academic Freedom: The freedom of the university teacher to conduct their own teaching classes, practicals, demonstrations, field work, performances, plays, research, choose their own research thrust areas, pursue self-directed research leading to research papers and collaborate with other stakeholders including teachers, students, research scholars, industrialists, scientists, researchers, etc.
- (2) Collaborative / Joint Study: A collaborative / joint study is research initiated by the faculty or staff of the university in collaboration with any outside organization, industry or other researchers.
- (3) Copyright: A Copyright is a legal right, created by the law of a country that grants the creator of an original work, exclusive rights for its use and circulation. This is typically only for a limited time.
- (4) Creator: A creator means any of the full time / part time / regular / probation based employee of MIT ADT University including research scholars, students who use the resources available at the university and create intellectual property.
- (5) Design: Design signifies just the features of shape, setup, example, trimming or structure of lines or shadings applied to any article whether in two dimensional or three dimensional or in the two structures, by any modern cycle or means, regardless of whether manual, mechanical or synthetic, independent or consolidated, which in the completed article appeal to and are judged exclusively by the eye; yet does exclude any mode or guideline of development or anything which is in substance a simple mechanical gadget, and does exclude any exchange mark as characterized provision.



- (6) Geographical Indication: A geographical indication recognizes goods as farming merchandise, common merchandise or fabricated merchandise as originating, or made in the domain of the country, or an area or region in that region, where a given quality, notoriety or other trait of such products is basically owing to its geological birthplace and on the off chance that where such merchandise are made merchandise one of the exercises of either the creation or of handling or planning of the merchandise concerned happens in a such area, district or territory, all things considered.
- (7) Indemnity: Indemnity means a compensation for damages or loss.
- (8) Intellectual Property: new property which is intangible in nature and results from creative inputs of an individual or a group providing technological advancement. For example, literary and artistic works, including books, paintings, journals, movies, radio / TV programmes, novels, poems, songs, dance, plays, drawings, photographs, sculptures, architectural design, etc. AND industrial property including a product or an idea for business purposes which is protected by a patent, copyright, trademark, layout designs or geographical indications.
- (9) Invention: means a unique or novel device, technique, configuration, or process. Invention is a laboratory or experimental creation. An invention process is a sequence of steps within an overall product development process. An invention may be an improvement upon an existing product, procedure, or service, or it may be an entirely new product, procedure, or service.
- (10) Invention Disclosure: means confidential information revealed by an inventor, in writing, to the university to find out whether the IP in the said invention should be acquired by the university. The university may also find out the scope for 'Technology Transfer', 'Commercialization' of the invention i.e. converting invention into innovation (innovative product).
- (11) Innovation means an Invention that has been executed, or put to actual, real world use, that results in better products, procedures, or services. Innovation is the actual application in the real world.
- (12) Patent: A patent is a right/protection given to the inventor for his/her invention.
- (13) Revenue: Revenue is any amount of money generated or received, by the inventor(s) through



- legal use of any intellectual property at the university.
- (14) "Substantial Use of University's Resources" means use of the University's laboratory facilities, computational facilities, experimental facilities, University administered funds, university space or university human resources.
- (15) Trademark: A trademark provides a unique identity to products or services that also make them stand different from others.
- (16) University: The university here means MIT ADT University, Pune.

#### 8. The Role of IP CELL / Office

- (1) The IPR Cell / Office will be responsible for processing and managing intellectual property at the university and will provide an appropriate direction, support and resources to all the members of the university and encourage assurance and arrangement of intellectual property. The Cell will finalize the significance and part of IP Rights, execute strategies, assure transparency and reasonableness of the IP policy to empower consistency, seek feedback concerning the satisfaction of the IP strategy and occasionally audit the policy to overcome deficiencies if any and also reinforce the foundation and assets for the protection of IP and make available inputs of experts for all.
- (2) The Cell will deal with issues of ownership, secrecy, patentability, innovation transfer, income sharing, and conflicts of interest if any. The Cell will conduct awareness programmes, seminars and workshops on related issues.
- (3) The IPR Cell will be led by Dean, Research as Chairman and, Coordinator, Assistant Coordinator, three to four faculty members as well as student representatives, etc. shall be nominated as Campus Ambassadors by the Executive President. The Cell will also have an IPR legal advisor who will be practicing attorney and s/he would provide necessary guidance to the IPR Cell. The legal advisor shall be nominated by the Executive President and his/her fees/honorarium shall be finalized by the Executive President.
- (4) The Cell will be responsible for providing free counselling and guidance to all the stakeholders



of the university on IPR potentials and products. The Cell will manage applications for patent, copyright, etc. and be a mediator between the attorney and the faculty. The Cell will initiate collaborations with other organizations and prepare required MoUs and policies. The Cell will make an attempt to have external financial assistance for promoting in house research and innovation. The IP Cell will report to the Executive President of the university and will seek guidance from other authorities.

#### 9. Application of the IPR Policy

- (1) The present IPR policy will be applicable to all intellectual property constructed or composed at MIT ADT University along with rights related from the date of the execution of this policy. The policy will apply to all MIT ADT personnel as well as non MIT ADT personnel associated with any activity of MIT ADT University, provided the inventor is from the university. In other words, this policy will be applicable to all researchers, faculty, staff and students of MIT ADT University.
- (2) To elaborate it further, the policy is applicable to:
- (a) Full time and temporary University Teachers on University's pay roll may create 'Intellectual Property' as i) part of their normal university duties ii) through their creativity in the context of 'academic freedom', iii) as work for hire.
- (b) Emeritus Professors, Associate Emeritus Professors, Research Professor Emeritus and Research Associate Professor Emeritus on the university's role for tenure positions may also create intellectual property as part of their normal university duties through their creativity in the context of 'academic freedom'.
- (c) 'Teachers on Contract Positions' (Professors, Associate Professors, Assistant Professors) may Iso create intellectual property, for such 'contract staff', the handling of intellectual property so generated shall be guided by the terms of the contract with the university.
- (d) Adjunct Faculty: the policy shall not be applicable to 'Visiting Faculty' (Scholar in Residence, Adjunct Professor (Teaching), Adjunct Professor (Research), Visiting Professors, Visiting



Associate Professors, Visiting Scientists, Visiting Industrialists, Guest Lecturers, Visiting Faculty). The adjunct faculty, as categorized here, are not full time academic staff of the university hence are not eligible to use normal 'academic and other resources' of the university. However, such faculty is encouraged to create or generate intellectual property in collaboration with a full-time university teacher of the university as an 'Inventor' and the adjunct faculty concerned as a 'co-inventor'. Any 'Intellectual Property' created by such faculty using the university resources shall be allocated wholly to the university and the 'inventor(s)' or co-workers and students of the university.

- (e) Academic Administrators: the policy shall be applicable to all 'Deans', 'Directors', 'Principals', 'Vice Principals', 'Hols' and 'HoDs'.
- (f) All the staff other than the academic staff of the university may participate in generation of intellectual property.
- (g) Students, who are registered for any of the programmes at the university may participate in generation of intellectual property. Rights in intellectual property generated by a student may be in fulfillment of the minimum or essential requirements of a degree or it could be a co curricular or extracurricular activity.
- (h) Funded project staff, externally funded or university funded staff, may participate in generating intellectual property. However it will be governed by the terms of the project and the university authorities.

#### (3) Academic Freedom:

- (1) The university teacher and inventors shall have 'academic freedom' to conduct their teaching classes, practicals, demonstrations, field works, performances, plays, research studies, choose their research thrust areas, pursue self-directed research leading to research papers and collaborate with other stakeholders including teachers, students, research scholars, industrialists, scientists, researchers, etc. The 'academic freedom' that the university teachers and Inventors shall enjoy is described in details as follows:
- (a) Research
- (i) Deciding on thrust areas of research



- (ii) Autonomy to carry out quality research with a focus on international benchmarks such as impact factor, citation indices, copyright and patents
- (iii) Choice of publishing research papers in high quality journals
- (iv) Choice of publishing books for academic purpose(s)
- (v) Choice on deciding co-authors including students

#### (b) University Departmental Projects

(i) Preparing projects for the department in the area of their interest / specializations submitted to different funding agencies like DST, UGC, and other govt. and non govt. funding agencies (Financial and Administrative aspects shall be governed by the rules and regulations of the university; it shall be mandatory to submit all such proposals, progress reports, utilization certificates and final reports through a proper channel of the university) and the university.

#### (c) Innovations

- (i) Academic Freedom to innovate in the field of one's specialization
- (ii) Academic freedom to involve students in innovations

#### (d) Collaborations

- (i) Choice of deciding academic and research areas for establishing linkages / collaborations for academic and research collaboration in India and abroad
- (ii) Choice of entering into collaborations with universities, research organizations, industries,
   etc. (MoUs shall be as per the rules and regulations of the university.)

#### (4) University Resources

- (a) University resources shall be 'Normal University Resources' like laboratory, laboratory facilities, computational facilities, software applications, networks, administrative services, salary and other prerequisites.
- (b) University supported facilities shall include equipment / software applications, workshop facilities, studios, library facilities, etc.
- (5) The university will have a strategy that all potential creators involved in a sponsored research venture and additionally utilise university upheld resources will be informed of this policy and



- will acknowledge the standards of ownership of intellectual property as expressed in this policy except if an exemption is affirmed in writing by the university. All innovators will execute suitable documents needed to present possession and rights, as indicated in this policy.
- (6) Each creator at the university as well as everyone associated with the protection process will not disclose any details of IP to any individual or association without a written permission of the ompetent authority at the university.

#### Role and Responsibilities of the Principal Inventor and Co-Inventors

- (1) The principal inventor has to assure that his or her regular work at the university is not hampered by getting involved in invention workleading to any possible innovation.
- (2) The inventor shall decide on the type of group which will work for the invention(s) which might be transformed into innovation. It shall be the responsibility of the co-inventor to complete the invention and innovation work in case the principal inventor leaves the university for any reasons.
- (3) It shall be the responsibility of the principal inventor to prepare an 'agreement' with the party/ client / organization / industry with a mutual consent for the sale of the product. The agreement will include details of the project including its deadline, objectives, practice, publications / patent, etc. arising from the work. The Agreement shall be placed before the university authorities for its final approval.
- (4) It shall be the responsibility of the inventor(s) to complete the process of entering into a Memorandum of Understanding (MOU), Research Agreements, Material Testing Agreements (MEA), Material Transfer Agreements (MTA), Technology Transfer Agreements, and Technology Licensing Agreements Non-Disclosure Agreements (NDA) with collaborating organizations/industries.
- (5) It shall be the inventor(s)' duty to submit Invention / Innovation Disclosure Form (IDF) to the University after completion of the work.
- (6) It shall be the duty of the inventor(s) to complete the prime task of 'teaching' and 'examination' while carrying out any research work / invention work leading to innovation.



#### 11. Ownership of IP

(1) For all the applications filed by the University for the ownership of intellectual property rights, the members who have directly contributed scholarly inputs will be investors or creators. MIT ADT University can market the IP and identify potential licensee(s) for the IP to which it has ownership and for which rights have been assigned to it.

#### (2) COPYRIGHT

- (a) The possession rights of academic works created using resources of MIT ADT University including books, articles, projects, theses, dissertations, lecture notes, sound or visual guides, for giving talks will conventionally be vested with the author(s). However, there shall be following exceptions:
- (i) As per the accepted practice of the Indian Copyright Act, the university shall not claim ownership of copyright on research papers authored by the university teacher. However, it shall be mandatory for the author to use university's affiliation if the research work is published during his/her tenure at the university.
- (ii) The university shall jointly claim ownership of copyright on films, short films, songs, dance, drawings, paintings, fashion design created by the university teachers or university researchers or academic staff or non-academic staff and shall be governed by the rules of this policy. Revenue share shall be as per the rules of the policy.
- (iii) As per the accepted practice of the Indian Copyright Act, the university shall not claim ownership of copyright on books, if they are published without using any of the resources of the university. However, if the book is approved by the BoS as a recognized / prescribed book of the university, then such books shall be owned jointly by the author and the university and rules of copyright mentioned in this policy shall be applicable. Royalty for such books shall be shared as per the details mentioned in the section on 'revenue sharing'.
- (iv) The university, in accordance with the Indian Copyright Act, shall be the owner of the copyright of work, including software, created by the university staff, as a part of his or her normal duties, with a significant use of the university's resources.
- (v) If a university staff creates a software application that is not part of his or her normal duties, does not significantly utilise the university's resources, and if the software development is



- done outside of the normal working hours of the university, the ownership of such software shall remain with the university staff.
- (vi) Discoveries including design, model(s), and software, created by the university staff without a significant use of the university's resources and not connected with the profession for which he or she is employed at the university shall be owned by the creator(s).
- (vii) Except as stipulated above, the university shall be the owner of all 'Discoveries'/'inventions' & Innovations including design, model(s), software, etc. created by the university.
- (b) The proprietorship rights of lecture recordings or Massive Open Online Courses (MOOCs), movies, plays, and musical works, institutional materials including, however not restricted to, course prospectuses, educational plans, test questions, test directions, and papers / reports explicitly appointed by the MIT ADT University, will be vested jointly with the MIT ADT University and the university teacher. The moral rights will keep on conferring with the author(s) any place pertinent.
- (c) The university shall be the owner of the copyright on all teaching materials, including teaching notes, practical manuals, demonstration notes, etc. developed by the university teachers (full time, part time, contract positions and adjunct faculty) as part of any of the academic programmes at the university. The affiliation of the university shall be mandatory on any such material developed by the teacher. It shall be the duty of the university teacher to provide details of all such material to the university from time to time. However, the authors of such material shall have the right to use the material in professional capacity as a university teacher.
- (d) Material developed by any faculty for teaching purposes will be owned by the university for its copyright and the faculty concerned can use the same material for his / her professional initiatives. However, books, articles, speeches, monographs composed by the faculty during any instructional or research initiatives will be outside the purview of this clause as the university recognizes faculty ownership of the copyright in traditional studies of authorship.
- (e) Any software application developed using the university's resources will have the university's copyright on such applications either entirely or partially depending on the extent to which the resources of the university are utilized.



- (f) Any assignment paper / thesis / project report / dissertation / student's product / play / film / song / dance / drawing / painting / models / posters, etc. composed by a student under the supervision of any faculty, the ownership for which will rest together with the student and his / her supervisor. In such cases, the university may request ownership of the copyright in full. If the university does not request such ownership, it will be qualified for a nonexclusive, non -adaptable permit to utilize the work inside the university for non-commercial instructive and research purposes. The student shall grant to the university a royalty free permission to reproduce, publish, and publicly distribute copies of the thesis, in any appropriate form.
- (g) In case, any copyright has not been allotted to the university, the university will be qualified for a non-exclusive, non-transferable license to utilise the work inside the university for non -business instructive and research purposes or to have a predetermined number of duplicates for such purposes whichever is applicable.

#### (3) PATENTS AND INVENTIONS

- (a) This part refers to intellectual creation that is patentable or protectable by privacy agreements. All innovations whether made by a scholar / a researcher / a faculty member at MIT ADT University, created by using the resources of the MIT ADT University or with the blend of assets, assets and additionally offices of the college, will commonly be vested with the MIT ADT University. If the university discovers that a creation was made by an individual / university staff on his / her own time, outside of the normal working hours of the university and disconnected to his / her obligations towards MIT ADT University i.e. not part of his or her normal duties and was imagined or diminished to practice without the utilization of assets of the MIT ADT University, at that point the innovation will vest with the individual(s) / inventor(s), however, in such case(s), the university's affiliation must not be used by the creator in product or patent. Such patents or products or innovations, without the affiliation of the university, shall not be considered for promotion at the university or for any other academic purposes of the university.
- (b) The creators of the university possessed intellectual property will retain their privilege to be recognized as such except if they explicitly waive off this right in writing.



#### (c) Procedure to file a patent:

- (i) The researcher will submit an application in the prescribed format to the IPR Cell through the Head / Director / Dean of the school concerned. The signatory authority must mention details of the university's resources used by the researcher. The IPR Cell will analyse the application and conclude if it is patentable. The IPR Cell will help in further process of drafting, filing, etc. if the application is found eligible.
- (ii) The creator shall agree to maintain all relevant details of IP secret until the patent application is filed. The university will take steps to commercialize the property through patenting or agreements. In the case of protection through confidentiality, the same information will be kept secret and confidential as long as the intellectual property has a commercial value.
- (iii) The creator shall furnish such additional information and execute such documents from time to time as may be reasonably requested for effective protection and maintenance of proprietary rights of the university in the intellectual property.
- (iv) The creators of university owned intellectual property shall retain their right to be identified as such unless they specifically waive off this right in writing.
- (v) Any type of payment received from the commercialization of the university owned intellectual property will be shared between the university and the creators vide section on 'revenue sharing'.

#### (4) TRADEMARKS

- (a) The proprietorship rights in all trademarks involving MIT ADT University will normally be vested with MIT ADT University. MIT ADT University may compose vital rules and guidelines with respect to the utilization of the name of the university through their trademark. If the university confirms that the creator of the trademark was made by an individual on his / her own time and irrelevant to his / her duties, at that point the right will conventionally be vested with the said individual(s).
- (b) Every member of the university has the responsibility to ensure that any collaboration with external parties is correct and legitimately use the university's products and services. The university retains nonexclusive and free license to copy the IP for teaching and research



purposes and the university ought to benefit from the intellectual property created by the faculty, staff and students in the process of teaching and research initiatives.

#### (5) INDUSTRIAL DESIGNS

- (a) All industrial designs whether made by a student / a researcher / a faculty member (in furtherance of their responsibilities with MIT ADT University) developed by utilising the resources of the university, or with the mix of funds, resources and / or facilities of the university, shall ordinarily be vested with MIT ADT University.
- (b) Suppose MIT ADT University determines that the industrial design is created by an individual(s) on his / her own time and unrelated to his / her responsibilities towards the university and is conceived or reduced to practice without the use of resources of the university. In that case, the industrial design shall vest with the individual(s).

#### (6) SEMICONDUCTOR INTEGRATED CIRCUITS AND PLANT VARIETY

- (a) The ownership rights over integrated circuits and plant varieties, with the utilization of resources of the MITADT University, shall vest with the university.
- (b) If MIT ADT University determines that the semiconductor integrated circuit layout design or plant variety was created by an individual(s) on his / her own time and unrelated to his / her responsibilities towards the university and was conceived or reduced to practice without the use of resources of the university, then the semiconductor integrated circuit layout design or plant variety shall vest with the individual(s).

#### 12. Publication from Research

(1) The university and the researcher(s) will jointly own any publications including a research article or a paper, a document or a report, etc. The researcher(s) concerned need(s) to take a written permission for the use of any logo or emblem of the university. The researcher can publish material. However, it is recommended to jointly carry out the activity. The university retains the right of exclusion of certain details from the information to be published.



#### 13. Procedure for IP Protection

(1) The researcher(s) / author(s) will submit their applications in the prescribed format to the IP Cell through the Head / the Principal / Dean of the School. When they feel that there is a potential intellectual property, they may contact the IPR Cell for interaction and to get resolved queries if any. This can be done even at the stage of conceiving an idea and the details shared will strictly be kept confidential by the Cell. If the inventor is ready to go ahead with marketing his / her product, they will be required to make a presentation of their invention / innovations to the IPR Cell. The presentation should include objective of the invention, prior research studies in the area, uniqueness of the invention, scope for commercial applications, its technical value and process of innovation.

#### 14. Evaluation of Applications

- (1) The IPR Committee of the university will receive written applications by the creator(s) in the prescribed format and evaluate if the submission can be processed further. The economic value of the creation and a need for IPR protection will be given more importance in the process of evaluation. Only completely filled written applications in the prescribed formats will be accepted for assessment and the committee will communicate to the person(s) concerned about its decision within a period of 30 days.
- (2) If the university decides to own and commercialize the intellectual property, it will proceed with commercializing the property through patenting or confidentiality. The creator, as well as the committee members, will maintain the confidentiality of the application and invention / innovation till IP rights are protected.
- (3) If the university is not willing to commercialize the intellectual property, it will only keep a record of such applications without any prejudice to the rights of the creator and will keep all the details furnished by the creator confidential till it is commercialized or comes in the public domain.

#### 15. Application Filling and Support

(1) The IPR Cell will provide necessary assistance in filling up applications. The investor(s) will assign an exclusive right of ownership to the university to facilitate the university to file,



- protect and commercialize intellectual property without any encumbrance. The IPR Cell will bear expenses for the formal procedure of IP protection.
- (2) If any inventor wishes to file an application for a patent, s/he should do it at the earliest even before developing the application for commercial functioning. Delay in filing an application might invite risks where other investors might apply for similar products or invention / innovation.

#### 16. Commercialization / Technology Transfer

- (1) For the commercialization of any intellectual property rights, getting the licensing of the intellectual property in which the owner is granted permission to allow another person or institution to use IP in the light of agreed upon terms and conditions. This also involves means to generate profit and managing the rights. All expenses for the procedure of commercialization of the property, will be decided by IP Cell Committee, and will be borne by the university. However, the university will follow its own step wise procedure to commercialize all university owned property.
- (2) During this procedure, the university will have the right to revert rights in the intellectual property to the creator. After the property is commercialized, the creator may be required to pay royalty to the university as per the agreed norms and conditions or as per revenue share mentioned in the policy.
- (3) The university may involve third parties for university owned intellectual property for commercialization, ensuring that no conflict of interest arises. The university will be free to revoke any license in case the third party does not take necessary steps for the commercialization of the property in the stipulated time.
- (4) The cooperation of the Inventor(s) with the university and with licensees of the university IP is usually essential for the success of efforts to commercialize IP. Thus, Inventor(s) shall provide all assistance to the university to undertake technology transfer and commercialization including licensing. The assistance and active cooperation of Inventor(s) is also required in identifying potential licensees for university owned IP and in negotiations with potential licensees.



- (a) The terms and conditions of the technology transfer shall be prepared by the inventor(s), and the manufacture or manufacturing company, with mutual understanding and consensus well in advance.
- (b) Finalisation of the rate for 'product' shall be left to the discretion of the inventor. The inventor however, needs to take a necessary approval of such rates finalised by him or her from the IP Cell Committee, competent authority and the Executive President. The Executive President's decision shall be final and will be binding to both the inventor and the manufacturer.
- (5) The rates once finalised will not be negotiable, however, if the scope of the work is changed, a fresh estimate may be considered.
- (6) Once the rates are finalized, the university shall be entitled to grant licenses, whether exclusive or not, for the use of the university IP, or to make such other arrangements as the university may deem fit to facilitate technology transfer, licensing and other means of commercialization of the university IP.

#### 17. Revenue Sharing

- (1) Revenue generated through the intellectual property at the university will be shared among the creators in the light of prevailing intellectual property rights revenue sharing norms of the university. Earnings gained from intellectual property commercialisation will be shared as follows:
- (2) A ratio of 60:40 for revenue sharing:

Sr.No.	Earnings (in rupees)	Revenue Share (%)		
		Researcher / Inventor	School	University
1	Upto 50 lakhs	60	20	20
2	Upto 1 crore	50	25	25
3	For earnings more than 1 crore	40	30	30



- (3) 60% of the royalty / technology transfer amount will be with the researcher and 40% with the university (20% school / department / college's share and 20% university's share). Whenever revenue is generated, the inventor would reimburse the cost incurred by the MIT ADT University for filing and grant of the IP.
- (4) 20% of the revenue generated through IP by the school / department / college will be used for relevant activities related to the initiative in commercializing and maintaining IPR and other relevant and related activities. 20% of the university's share shall be further split as follows: 10% of the share will be for the university as administrative charges and 10% will be provided to different departments for research development activities and resources.
- (5) The university will have full right over the decision on whether the creator of the original work is to be paid royalty, and if so how much for every individual case.
- (6) Share of co-inventors, other team members shall be decided by the principal inventor in the proportion of the contribution by the inventing team. This share will be met through the share of the principal inventor (60%).
- (7) It shall be the responsibility of the inventor(s) to show the income earned through 'technology transfer' in 'income tax statement' at the end of every financial year. The statement to this effect will have to be submitted to the Chief Accounts and Finance Officer (CAFO) of the university.

#### 18. IP Cell Committee

- (1) The committee of the university will look after intellectual property rights at the university and has a significant role to play. The members will protect, develop, identify and commercialise property.
- (2) The committee will educate the faculty, staff and students on the concepts of IP. It will promote and encourage IP rights. It will look after hiring personnel and signing MOUs and honouring invoices / bills and connect the university with the outside organisations. Facilitating technology transfers, maintaining records, mediating between the university and industry and to market the IP generated at the university to the world outside will be another essential function of the IP Cell.



- (3) The university will have the liberty to update, translate, revise, any material. Each department/ school of the university will abide by the present IP policy and maintain and forward IP related records to the IPR Cell time to time. The university will reserve the right to consult any external party on a confidential basis for the assessment and evaluation of any application.
- (4) The said committee shall be constituted by the Vice Chancellor of the university with due approval from the Executive President. The constitution of the committee shall be as follows:

Chairperson Vice Chancellor or Pro-Vice Chancellor

Member Dean of the faculty concerned

Member Senior most Professor, as nominated by Vice Chancellor

Member Hol, as nominated by Vice Chancellor

Member Coordinator IPR Cell / Executive Officer Innovation Cell

Member Dean, R & D Member Secretary

(Nominees will serve a three-year term)

(5) In addition to this, there shall be 'Invention Specific Evaluation Committee' to evaluate the invention/innovation for each IP, the nomination to the committee shall be done by the Vice Chancellor or the Executive President.

Chairperson Vice Chancellor or Pro-Vice Chancellor

Member Dean of the subject concerned

Member Subject Expert (Internal)

Member Subject Expert (External)

Member Coordinator IPR Cell/Executive Officer Innovation Cell

Member Dean, R & D Member Secretary

(The committee will serve for the duration of the invention only)

#### 19. Procedure to Obtain IPR

(1) When the university approves of any creation and opts to protect IP rights, the IPR Cell will assign an IPR Advisor Attorney for drafting of IP application and will be provided with necessary access to relevant IP details, databases and resources. The university will bear the cost for the same. The inventor(s) will provide all the details required time to time without any delay and also carry out IP searches and assist in the drafting of an IP application.



#### 20. Creation by Students

- (1) Theses, assignments, term papers and research reports by students of the university must be free of plagiarism, and the supervising teacher and the student(s) will own the copyright of such materials, submitted as partial fulfilment of the requirement of any degree. The teacher and student(s) concerned will, however, grant a non-exclusive, non-transferable royalty free license to the university to use the records and data for non-commercial academic activities.
- (2) If the supervising teacher finds any additional value to the work in addition to the text, the teacher will guide the student for the generation of intellectual property and its protection through the IPR Cell of the university and all the concerned will maintain confidentiality.

#### 21. Data Keeping Procedures

- (1) All data and details generated by an inventor in the course of generation of intellectual property should systematically be recorded in the school / college / department concerned as mentioned below:
- (a) All experimental and lab records shall be entered in the register marked PRIVATE and CONFIDENTIAL with all pages in sequence and numbered permanently, without overwriting or damages or supplements.
- (b) No blank spaces be left between successive entries.
- (c) Any entry that is cancelled must duly be signed by the authority concerned.
- (d) Precise descriptions of all experiments / exercises must be entered in the register.
- (e) The actual work performed and the suggestions given by other researchers or inventors must be entered properly.
- (f) Primary data generated should be duly signed by the inventor(s).
- (g) Any corrections in the data must be authenticated by the inventor(s).



#### 22. Leaving Employment of the University

- (1) Termination of employment either by retirement, resigning, or completion of the tenure or contract or project / course, under normal circumstances, will not affect an individual's right to receive a share of revenue, provided the IP / revenue was generated during the due course of their employment or association with the university. Such termination shall not also release the university personnel from their obligations towards confidentiality or the procurement / registration of IP in so far as executing necessary documents and / or assisting attorneys of the university towards the objectives of the university are concerned.
- (2) In the case of a death of the inventor, any due share of the revenue will be paid to the legal representatives of the deceased.

#### 23. Indemnity

(1) The university requires a collaborating or contracting party to indemnify the university from any claim, loss, cost, expense or liability of any kind that may be incurred by the external party, due to the use of the results, deliverables or IP generated in any R&D projects, including manufacturing defects, production problems, design guarantee, up gradation and debugging obligation.

#### 24. R & D Agreement

- (1) As part of its R&D programmes, the university may enter agreements for funding and / or collaboration with industry, research institutions, and any other funding agencies, including government agencies and foundations. Such agreements shall include Memorandum of Understanding (MOU), Research Agreements, Material Testing Agreements (MEA), Material Transfer Agreements (MTA), Technology Transfer Agreements, and Technology Licensing Agreements Non-Disclosure Agreements (NDA). To ensure that such agreements are in compliance with the IP Policy of the University and to protect the interest of the University fully, the University shall prepare templates of such agreements. These templates shall be used in preparing any such agreements. An Agreement may vary from case to case, for such cases the templates can be modified for a particular case.
- (2) All the agreements mentioned above shall be consistent with the provisions of the IPR Policy. The Inventor(s) also need to disclose, at the time of submission of the Invention / innovation Disclosure Form (IDF) to the University, whether they have signed any such Agreement(s).



#### 25. Signatory

- (1) Agreements of all types (covered by this IP Policy and agreement created for technology transfer) entered into by the university are considered to be valid and binding only when signed by the Registrar of the University or his or her representative. To ensure that the relevant University personnel are aware of the terms of a given agreement, each agreement is to be witnessed by one of the University personnel whose effort will be central to meeting the obligations of that agreement.
- (2) Registrar, in addition to the inventor, shall be the official signatory to sign the agreement between inventor and manufacturer or manufacturing company for the production of the product.

#### 26. Audit of Accounts and Revenue Sharing

(1) The University shall retain the right to audit accounts and records of the IP and Technology Transfer including the party to whom the product is assigned for manufacturing.

#### 27. Dispute Resolution

 In case any dispute arises from the IPR policy adopted, the decision of the university committee shall be deemed final and binding.

#### 28. Jurisdiction

(1) Every agreement signed by the university with any creator / author will have the jurisdiction of the courts in Pune and will be in the light of relevant laws in India. However, the university may allow exceptions in some instances.

#### 29. Confidential Information

(1) "Confidential Information" means any technical know-how, trade secrets, IP information or data that is confidential or proprietary in nature, including all oral and/or visual information, all information or data recorded in writing or in any other medium or by any other method, and all IP, information and data which the authorized recipient is under an obligation, whether contractual or otherwise, not to divulge.



#### 30. Regulatory

- (1) The University, through its Advocates, shall ensure that all its R&D conducted independently, by the University Staff discussed in this IPR Policy, is not in violation of any regulatory law or any other law operational in India. In case of Collaborative R&D discussed in this IP Policy, the University should ensure that the concerned Agreement which governs the Collaborative R&D clearly spells out the responsibility of obtaining necessary regulatory approvals that may be required under the law for conducting said research or later actions thereto.
- (2) Waiver of the IP Policy: The University shall have the discretion to waive or vary any or all of the provisions of this IP Policy, or any of the rules or guidelines framed there under, in a particular case. Such discretion shall lie exclusively with the Executive President of the University. A waiver on one occasion and for a particular case shall not be deemed to be a waiver or variation or act as a precedent for a waiver or variation of the same or any other provision on a future occasion or for a future case.

#### 31. Right to Regulate Policy

(1) The IP Cell Committee shall have the responsibility for interpreting the policy in a right spirit. The committee shall also have right to recommend changes to the policy from time to time to the university authority. The Academic Council, Board of Management and Governing Body shall consider such changes / recommendations and take such decision thereon as it deems fit. However, university authorities reserve the right to amend the IPR Policy as and when such need arises. The University shall notify the University Staff of such amendments as soon as possible.

#### 32.Appendices

- IPR Agreement by all Faculty & Staff Employed at MIT ADT University
- (2) Invention/innovation Declaration Form
- (3) Declaration by Research Scholar for Thesis Repository



# IPR Agreement by all Faculty & Staff Employed at MIT ADT University, Pune

#### Strictly Confidential

1.	I declare that I have gone through and understood the IPR Policy of MIT ADT University with respect to
	intellectual property and the rights therein and I agree to abide by it and follow its provisions during the
	period of my employment at the university

2. In so far as I:

a. use university's resources as defined by the policy,

or

 provide instruction for a consideration at the instance of the university, or through channels or media supported by the university,

or

 c. contract with third parties under the aegis of the university by way of sponsored research and consultancy,

or

- d. engage in work for hire for the university
- I agree to report, disclosing full details, to the relevant authorities of the university any patentable or commercializable intellectual property that I may generate or participate in generating under conditions 2(a) to 2(d), in accordance with the provisions of the Policy.
- I further agree to assign all my rights in intellectual property resulting from 2(a) to 2(d) above, to the
  university unless specifically authorised to retain them by the competentauthority.
- Strike out whichever is inapplicable:
  - a. I certify that I am at present under no contractual obligations which are in conflict with the Policy.

     b. Leve at accept and at the contractual obligation detailed below:

-			

(or attach a separate sheet)



- 6. Lastly, I recognise that all rights in any intellectual property that I may generate, which fall outside items 2(a) to 2(d), given above shall be vested in me as the creator in accordance with the provisions of the Policy. I am free to dispose of such property as I choose including placing it in the public domain provided that in so doing I violate no contractual or other obligations which may be binding upon me or the university.
- I undertake to enter into no agreement regarding intellectual property rights, the provisions of which conflict with this agreement or with the Policy.
- This document and its provisions shall be binding upon me and my heirs, assigns and estate from the date of my entering the employment at MIT ADTUniversity.

Name of the Faculty / Staff (first name / middle name / surname)	
Designation & Department	
Address	
Contact Details	
Email ID	
Signature	

\*\*\*\*



# Invention Declaration Form (for Patent)

**Strictly Confidential** 

Date	Name of the Applica in	t	
Department		School	
	Personal Inf	ormation	
Home Phone	Cell Phone		
Address			
City State.			
Designation			
DOB		Gender	
Name of the Head Department	of the		
Department Head'	s Email ID		
Phone Number of t Department	he Head of the		
School			



Name of the First Inventor (first name / middle name / surname)	
Nationality	
Address	
Contact Details	
Email ID	
Name of the Second Inventor (first name / middle name / surname)	
Nationality	
Address	
Contact Details	
Email ID	
Name of the Third Inventor (first name / middle name / surname)	
Nationality	
Address	
Contact Details	
Email ID	
(Add further sheets if necessary)	

JPR Policy, MIT-ADT University



# Details of the Invention Describe the product / technology / innovation for which this application is made. Describe how your invention can help solve existing problems.



Provide details of any prior art search on your invention. (prior patents, literature published, catalogues, etc.
Title of your invention (15 words):



Objectives of your invention:
Describe innovative features of your invention.



Describe technical steps or working of your invention.	
Standard St	
Describe primary business or product application of your invention.	



Have you tested your inventions? If yes, describe its results.
When did you conceive the idea about this invention?
When did you start working on your invention?
What is the novelty in your invention and what stage is your invention at?



Have you disclosed this invention in any newspapers, magazines, etc?
Any other applicable and relevant details you wish to share:



### Declaration

I/We hereby declare that the information furnished above is true to the best of my knowledge and I/We understand that in accordance with the terms of employment and associated agreement(s), the intellectual property rights to this invention/innovation belong to MIT ADT University, Pune.

Name & Signature of First Investor:
Name & Signature of Second Investor:
Name & Signature of Third Investor:
Date & Place:

\*\*\*\*



## Declaration by Research Scholar for Thesis Repository

#### **Strictly Confidential**

1;	Registration No		
as a Research Scholar of	(Programme/Course) at the School		
of	at MIT ADT		
University, Pune do hereby submit my	thesis, titled:		
V s. w con no sun er er	in the second se		
hard as well as soft copies for keeping it	it in the archive of the library at theuniversity.		
I hereby declare that:			
<ol> <li>My thesis is a unique work of which the violate rights of anyone else.</li> </ol>	e copyright vests in me and my thesis does not encroach or		
<ol><li>I consent to follow the terms and couniversity.</li></ol>	onditions of the university's IPR Policy as endorsed by the		
<ol><li>I consent to permit the university to make others.</li></ol>	the abstract of my thesis in soft or hard copies accessible for		
make its copies in entire or partially an bodies affirmed of occasionally by the	ssertation for non-commercial and academic purposes and do to make available such copies to other scholarly people and university. All utilization under this term will be represented light of the Indian Copyright Act in force while submitting the		
	rsity to place such copies online as well as offline and share is consent to permit the university to distribute such copiesof my		



- 8. I agree to provide the university with all rights in inventions/innovations and patent or any similar IP rights that might come from my research study carried out with the university's resources as mentioned in the policy and revisions thereof and further with support from a sponsored project, if applicable.
- 9. In case the university wishes not to document a patent dependent on my research and it is my feeling that my thesis portrays patentable innovation to which I wish to limit access, I consent to advise the university with that effect. In such a case, no aspect of my thesis be uncovered by the -university to any person(s) without my consent for a year after the date of submission of thesis or the period vital for filing the patent, whichever is earlier.
- I agree that the university owns the right to take an appropriate decision in such IP related initiatives and I convey my support to it.

Name of the Scholar (first name / middle name / surname)	
Name of the Supervisor	
Address	
Contact Details	
Email ID	
Signature	

\*\*\*\*



#### Important Resources for Intellectual Property Rights

#### National Intellectual Property Rights (IPR) Policy http://cipam.gov.in/wp-content/uploads/2017/10/National-IPR-Policy-English-.pdf

#### National Innovation and Start Up Policy https://mic.gov.in/assets/doc/startup\_policy\_2019.pdf

#### 3. Office of the Controller General of Patents, Designs & Trademarks http://www.ipindia.nic.in

#### 4. Indian Patent Agent Database http://ipindiaservices.gov.in/Agentregister/patent-agent.aspx

#### 5. Indian Patent Act 1970-Acts http://ipindia.nic.in/writereaddata/Portal/ev/sections-index.html

#### 6. Indian Patent Act 1970-Rules http://ipindia.nic.in/writereaddata/Portal/ev/rules-index.html

# 7. Frequently Asked Questions on Patents http://www.ipindia.nic.in/writereaddata/Portal/Images/pdf/Final\_FREQUEN TLY\_ASKED\_QUESTIONS\_-PATENT.pdf

#### Contact Details of Indian Patent Office http://www.ipindia.nic.in/contact-us-patents.htm

# 9. Cell for IPR Promotion And Management by Department for Promotion of Industry and Internal Trade http://cipam.gov.in

## 10. YouTube Channel of CIPAM https://www.youtube.com/channel/UCVi34sYvMBclXSk4JJV6r6A

#### 11. IP Assistance Centres & IP Offices http://cipam.gov.in/ip-assistance-centre/#IP1

# 12. IP Trends in India http://cipam.gov.in/iptrends/



#### 13. Applicable Fees for Patent Filing at Indian Patent Office

http://www.ipindia.nic.in/writereaddata/Portal/IPOFormUpload/1\_11\_1/Fee s.pdf

#### 14. World Intellectual Property Organization

https://www.wipo.int/portal/en/

#### 15. WIPO eLearning Center

https://welc.wipo.int/

#### 16. WIPO IP Portal

https://ipportal.wipo.int/

#### Important Databases for Prior Art Search

# 1. Indian Patent Advanced Search System InPASS - Indian Patent Database https://ipindiaservices.gov.in/PublicSearch/

#### 2. European Patent Office Database

https://worldwide.espacenet.com/patent/

## 3. US Patent Office Database - Patent Application Information Retrieval (PAIR)

https://portal.uspto.gov/pair/PublicPair

#### 4. Google Patent Database

https://patents.google.com/

#### 5. PATENTSCOPE by WIPO

https://patentscope.wipo.int/search/en/search.jsf

#### 6. Japan Patent Office Database J-PlatPat

https://www.j-platpat.inpit.go.jp/

#### 7. China National Intellectual Property Administration

http://ensearch.cnipr.com.cn/sipo\_EN/

## पसायदान

आता विश्ववात्मकें देवें । येणें वाग्यज्ञें तोषावें । तोषोनि मज द्यावें । पसायदान हें ।।

जे खळांची व्यंकटी सांडो ।तया सत्कर्मी रती वाहो । भूतां परस्परें पडो। मैत्र जीवांचें ।।

दुरिताचें तिमिर जावो । विश्व स्वधर्म सूर्यें पाहो । जो जें वांछील तो तें लाहो । प्राणिजात।।

वर्षत सकळ मंगळीं। ईश्वरनिष्ठांची मांदियाळी। अनवरत भूमंडळी। भेटतु या भूतां।।

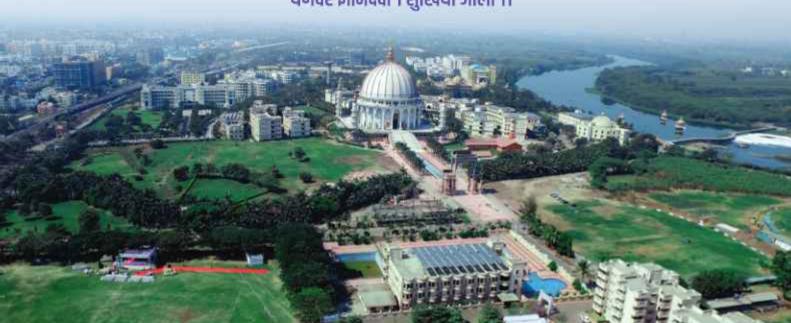
चला कल्पतरुंचे अरव । चेतना चिंतामणीचें गांव । बोलते जे अर्णव । पीयूषाचे ।।

चंद्रमे जे अलांछन। मार्तंड जे तापहीन । ते सर्वांही सदा सज्जन । सोयरे होतु ।।

किंबहुना सर्व सुरवीं । पूर्ण होउनि तिहीं लोकीं । भजिजो आदीपुरुखी । अखंडित ।।

आणि ग्रंथोपजीविये । विशेषीं लोकीं ईयें । दृष्टा दृष्ट विजयें । होआवें जी ।।

तेथ म्हणे श्रीविश्वेशरावो । हा होईल दानपसावो । येणेंवरें ज्ञांनदेवो । सुखिया जाला ।।





# विद्या ददाति विनयं विनयाद्यति पत्रतम् || पत्रत्वाध्या नगाप्रोति धनाधर्मं ततः सुखम् 🛚



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