



# Easy Patent and Licensing Policy

Version 1.0

Approved vide agenda item 8.25 of Board of Management Meeting dated 22nd May, 2015 and agenda item 8.20 of Governing Body Meeting dated 23rd May, 2015.

# EASY PATENT AND LICENSING POLICY

## PREAMBLE

*The foundation of societal advancement lies in innovation. Universities are not only repositories of innovation but also provide thought leadership on scientific, ethical and social issues which confront society when advancements take place due to innovations. Recognizing the immense contribution of innovations in national growth, 2010-2020 has been declared as 'Decade of Innovation' by Govt. of India. Innovations and Patents are intricately linked- patents help to create ownership over innovations and facilitate investments and commercialization. Patents help in dissemination of knowledge owing to legal requirement for open publication and also create respect and recognition for the innovators and the institutions, in event of commercialization owing to technologically advanced products which benefit society. However in absence of policies, patent filing and licensing in a University faces immense challenges and conflicts, which hinders growth and development of innovation and leads to a large number of patents remaining unexploited. To address these issues in a holistic and easy manner and also to catalyze innovations and creativity amongst its students and staff in larger public interest, the Chitkara University, Punjab (hereinafter referred to as 'University') has framed the present policy.*

## Clause 1 POLICY EXECUTION

Execution of the policy shall be carried out by the 'Office of Patent Facilitation, Licensing and Consultancy' (OPFLC) directly under the Vice Chancellor.

**Note:** *As innovation is not confined to any one area and may emanate from different areas of knowledge e.g. life sciences, engineering, social sciences, basic sciences etc. the Office has been proposed as an independent entity, not linked to any single department. Secondly, innovation management being a sensitive area involving policy decisions, the Office has been placed under direct control of the highest authority to enable quick decisions and removal of hurdles at top level, so that innovations are not hindered and seamless development of innovative products is facilitated in larger public interest.*

## Clause 2 PERSONS ELIGIBLE TO FILE PATENTS

- i. Patents can be filed by university students, faculty and staff and also collaborators from other Universities/ Organizations/ Individuals who have contributed significantly to the invention.
- ii. Patents can be filed for Research Work (Graduation, Master's, Doctoral or externally funded projects) or individual innovative ideas, not necessarily based on research or relating to the discipline of the inventor/s.

## Clause 3 MODALITIES FOR PATENT FILING

- i. **Disclosure-**The invention shall be disclosed to OPFLC, using a 'PATENT INFORMATION EXTRACTION' (PIE) form available from OPFLC and submitted electronically vide email.
- ii. **Vetting-** Based on information disclosed in PIE form, OPFLC will get innovation vetted professionally at the earliest but not later than 30 days, from Patent Attorneys empanelled with the University.
- iii. **Open Display relating to title of Invention and Inventors-** In case idea is patentable, OPFLC will then display an open notice (disclosing the proposed title of the patent and names of the inventors) inviting objections if any, within 2 weeks from display.
- iv. **Agreement signing with University-** If no objections are received, inventors shall be asked to sign "Invention Assignment and Royalty Sharing Agreement" with University. **Exhibit-1** (enclosed).
- v. **Patent filing and intimation of filing details-** After signing of the Agreement, patent for the invention shall be filed by the University and details of the filing communicated to all inventors by OPFLC.

#### Clause 4

#### FUNDING, LICENSING AND ROYALTY RELATED ASPECTS OF PATENTS

- i. **Patenting of Inventions and funding-** University will provide all professional and financial help to inventors to patent their inventions. All expenses towards patenting of the inventions in India shall be borne by the University and adequate funds for the same shall be available. For filing patents outside India, same shall be carried out on case to case basis, subject to availability of funds and commercial value of the inventions.
- ii. **Assignment of Inventions to University-**All inventions for which patent is being filed by University shall be assigned to the University. Names of inventors will be duly included in patent application.
- iii. **Licensing of Patents-** Inventors and University shall make best possible efforts to license out the patents and ensure their working. Patents can be licensed out to a third party or even to a spin-off company or start-up company being set up by the inventors themselves.
- iv. **Royalty share of Inventor/s-**
  - Major share (90%) of commercial rights relating to the patents will belong to the inventors, when the patent is licensed out to third party. 10% share of revenues from the patent as long as it is in force, is payable to University 'revolving innovation fund' for facilitation of international filings of promising patents and patent licensing.
  - Should the inventors choose to set-up their start-up company, their patent shall be licensed to their startup with exclusive right and inventors shall get 100% commercial right on their patent.
  - In case a patent is being filed by more than one inventor, inventors must indicate sharing arrangement between themselves in the "*Invention Assignment and Royalty Sharing Agreement*" to be signed at time of filing of the patent. This is to avoid conflicts between the inventors at later stage. Also, prior understanding between inventors avoids disputes and objections, which can be a hindrance to licensing.
- v. **Monitoring of revenues and payment of royalties to inventors:** Monitoring of revenues, collection of royalties relating to patents licensed out and dispatch of royalty to inventors will be duly carried out by OPFLC, for which it will duly maintain accurate accounts in a fair and transparent manner. These shall be open for inspection of the inventors during office hours, with prior notice of one day.

#### Clause 5

#### BRANDING ASPECTS OF PRODUCTS BASED ON UNIVERSITY PATENTS

Products emanating from patents filed by the University shall be suitably branded as per the brand guidelines provided by the University relating to the product. Same shall be on case to case basis and final approval of the branding shall be accorded by the Vice-Chancellor.

#### Clause 6

#### TRANSFER AND ABANDONMENT OF PATENTS

- i. **Transfer of patents in name of inventors/companies set up by inventors/third party:**
  - When the patent is licensed to a third party, the university is entitled to receive from the licensing fee a refund of actual expenditure incurred in the patent by the university in addition to the 10% share of the total licensing fee. Upon licensing, the maintenance fee of the patent must be paid by the licensee.
  - When the patent is licensed to a start-up owned by the inventors, the university is entitled to receive from the innovators a refund of actual expenditure incurred in the patent by the university. Upon licensing, the maintenance fee of the patent must be paid by the start-up.
- ii. **Abandonment of Patents/patent applications:** For granted patents/patent applications which are not licensed out or commercialized within five years from date of filing, University may at its discretion decide to abandon the same or ask the inventor to bear further expenses on maintenance if inventors(s) want the same to be maintained.

#### Clause 7

#### AMENDMENT OF THE POLICY AFFECTING ROYALTY RIGHTS OF INVENTORS

Any amendment of the policy affecting the rights of inventors in terms of share in revenues will be applicable prospectively and not retrospectively. For patents already filed under existing policy, revenue sharing pattern of 90% to inventors and 10% share to University 'Innovation Revolving Fund' will not change.

## INVENTION ASSIGNMENT AND ROYALTY SHARING AGREEMENT

Made this .....day of..... year .....

BETWEEN

### CHITKARA UNIVERSITY

A University established in accordance with the relevant laws of India, and having its campus at Rajpura, Punjab through its Registrar (hereinafter referred to as “UNIVERSITY”, which term shall include its successors-in-interest and permitted assigns)

AND

### Inventor Name

S/O .....having permanent residential address.....and currently residing at.....and student of B.Tech (Computer Sciences) at the University (email ID-....., Mobile Phone Number-....) (hereinafter referred to as “INVENTOR”, which term shall include his successors-in-interest and permitted assigns)

WHEREAS **UNIVERSITY** and **INVENTOR** shall be hereinafter jointly called "**PARTIES**" and singularly as "**PARTY**".

### RECITALS

1. That the Inventor wishes to file a patent for his invention entitled “.....” The invention has been evaluated by the University and found to be worthy of filing a patent.
2. That the Inventor is willing to assign the invention to the University as per the terms and conditions mutually agreed upon.

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

1. The Inventor shall assign his invention to the University for patenting for which all expenses shall be borne by the University and in event of licensing of the invention, royalty sharing shall be as per table below:

S. No.	Stakeholder	Royalty Share	
		Licensing to 3 <sup>rd</sup> Party	Licensing to Start-up owned by the inventor
1.	University	10%*	0%
2.	Inventor	90%	100%
	<b>Total</b>	100%	100%

- 2 It is mutually agreed that both parties will make best efforts to promote the invention and ensure its successful commercialization in larger societal interests for advancement of technological innovations.
- 3 In event of successful licensing and commercialization of the invention, inventor/s will be duly provided a copy of the Licensing Agreement/MOU.
- 4 University will duly ensure enforcement of the Licensing Agreement/MOU and ensure that the royalties/revenues due are collected and disbursed to inventors in a timely manner.
- 5 University retains the right to maintain or abandon the patent, if no licensing takes place within 5 years from date of filing.
- 6 In event of breach of the agreement, the remedy shall be subject to provisions of the Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

\_\_\_\_\_  
UNIVERSITY

\_\_\_\_\_  
INVENTOR

Witnesses (Name, Address and Signature)

- 1.
- 2.



# **CHITKARA UNIVERSITY**

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