



CHITKARA
UNIVERSITY
PUNJAB

INTELLECTUAL PROPERTY (IP) POLICY

Version 2.0

Approved vide agenda Item of
24.7(c) of Governing Body
Meeting dt. 02/09/2023



CHITKARA
UNIVERSITY
PUNJAB

Version	2.0 This version presents the IP Policy in a much readable format and presents all forms of Intellectual Property and Licensing modalities.
Pages	Twenty
Previous Version	1.0 https://curin.chitkara.edu.in/pdfs/policy/Intellectual-Property-(IP)-Policy-1.0.pdf Approved vide agenda Item of 14.23 of Board of Management Meeting dt. 20/6/2018 and 14.24 of Governing Body Meeting dt. 20/6/2018

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1. PREAMBLE

Universities and Colleges are the repositories of knowledge and creativity. They catalyze innovations and inventions which help in the progress of society and public benefit at large. Intellectual Property (IP) i.e. creation of mind having commercial value and Intellectual Property Rights (IPRs), i.e. legal rights associated with the creation of the mind or intellect, play a critical role in helping innovations to benefit society. Creation of well-defined legal rights over intellectual property helps in its commercialization and practical utilization, thus ensuring economic growth and progress.

The word 'University' used in the rules refers to "Chitkara University Punjab" having its Corporate Office at Chandigarh – Patiala National Highway, Village Jhansla, Rajpura – 140401, Punjab, India.

The word 'CIIF' used in the rules refers to "Chitkara Innovation Incubator Foundation" having its Registered Office at SCO 160 – 161, Sector 9-C, Madhya Marg, Chandigarh – 160009, India. CIIF is a non-profit making company, established under Section 8 of the Companies Act 1956, to promote innovations and startups in various fields of engineering, bio-medical, applied life-sciences etc. for the larger welfare of society as a Special Purpose Vehicle (SPV) as per Clause 2(c) of National Innovation and Startup Policy 2019 for Students and Faculty of Ministry of Human Resources Development, Government of India.

Accordingly, to promote innovations in larger public interest, the University has framed the present Intellectual Property (IP) Policy for all its staff, faculty and students as per the Clauses below:

1.1 CLAUSE-1

- 1.1.1 **Policy execution:** The execution of this policy shall be carried out by the Office of Patent Facilitation Licensing and Consultancy (OPFLC)- a dedicated office, directly under the Vice-Chancellor, as its activities are multidisciplinary in nature and not feasible to bring under any existing department. The office shall have its own dedicated staff, budget and operational framework/rules.
- 1.1.2 **Financial Resources for policy execution:** From University funds and Royalty generated from Licensing of IP and also grants, voluntary contributions from university start-ups/licensee companies and other resources as appropriate.

1.2 CLAUSE-2

- 1.2.1 **Scope of support for IP under the policy:** Financial and logistics, for conducting trainings/awareness programs on protection, maintenance, licensing and enforcement of University IP which includes Patents, Designs, Copyright, Trademarks (University Logos and Associated Marks) and also know-how (legally protected as confidential information of commercial importance).
- 1.2.2 **Applicable Rules governing University IP:** The applicable rules for execution of this policy shall be the University IP Rules framed under this policy viz. Patent Rules, Copyright Rules, Trademark Rules and Protection of Know-how & Confidential Information Rules.

1.2.3 **Ownership of University IP:** Ownership of all University IP, including Patents, Designs, Copyright, Trademarks (University Logos and Associated Marks) and also know-how (protected as confidential information of commercial importance) shall vest with the University.

1.2.4 **Licensing of University IP:** Licensing of University IP shall be carried out as per the applicable rules under this policy viz. Patent Rules, Design Rules, Copyright Rules, Trademark Rules and Protection of Know-how & Confidential Information Rules.

1.3 CLAUSE-3

1.3.1 **IP Related Conflict Resolution:** Any conflicts relating to University IP shall be resolved by the Office of Patent Facilitation Licensing and Consultancy (OPFLC) under the Arbitration and Conciliation Act 1996 as amended in 2015, 2019 and subsequent amendments whenever they take place.

1.3.2 **Mechanism:** If any controversy, dispute or difference arises concerning construction, meaning, violation, scope of any Clause or effect of this Policy or any part thereof, or of the respective rights or liabilities herein contained, the concerned Parties shall make an attempt first to resolve the same by discussion or mediation. However, if the Parties hereto fail to resolve the controversy, dispute or difference amicably within 15 (fifteen) days of commencement of discussions, conciliation or mediation, then any Party shall upon expiry of such period of 15 (fifteen) days be entitled to refer such controversy, dispute or difference to be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. The language to be used in the mediation and in the arbitration shall be English. In any arbitration commenced pursuant to this clause as per the provisions of the Arbitration and Conciliation Act, 1996, a panel of two arbitrators- one by University and other by the concerned party, shall be selected. The two shall select an umpire, whose decision shall be final and binding. Arbitration proceedings shall be completed within 30 days from referral of controversy, dispute or difference for arbitration. The seat, or legal place, of arbitration shall be Chandigarh, India. The cost of the Arbitration proceedings shall be shared equally by both the parties.

1.4 CLAUSE-4

1.4.1 **IP Enforcement:** In event of any infringement, the University shall take appropriate action for IP enforcement under the relevant laws and rules of the country, as in force.

1.4.2 **Mechanism:** Under this policy, the University shall maintain a panel of advocates for serving legal notice, filing writs/suits, police complaint and other doing all acts and actions to protect and enforce the University IP.

2. PATENT RULES

These rules cover various aspects relating to 'Utility' as well as 'Design' patents. While Utility Patents protect inventions relating to new products and processes, Design Patents protect creative designs of the products.

2.1 PERSONS ELIGIBLE TO FILE PATENTS

- 2.1.1 University students, faculty and staff and also collaborators from other Universities/Organizations/ Individuals who have contributed significantly to the invention or the design.
- 2.1.2 Start-ups incubated in the University Campus who have utilized the University Facilities and have a collaborator from within the University.

2.2 PATENTABLE WORK

- 2.2.1 Patents can be filed for Research idea before publishing/presenting/submission of research work (Graduation, Master's, Doctoral or externally funded projects) or individual innovative ideas, not necessarily based on research or not relating to the discipline of the inventor/s.
- 2.2.2 Creative designs can be filed by creators, in the category of Industrial patents.

2.3 OWNERSHIP OF PATENTS

- 2.3.1 **Patents arising from University academic/research work:** All patents- whether design or utility, emanating from work carried out by the University Staff and/or students and utilizing university resources, including those by students/in-service professional candidates registered at the University though work may be carried elsewhere, shall be filed in the name of the University and/or any special purpose vehicle created for the purpose such as the Chitkara Innovation Incubator Foundation (CIIF). The patents shall be owned by the University, as the primary and first applicant. CIIF can be the second applicant.
- 2.3.2 **Patents arising from collaborative work between University and other academic organizations:**The University and/or CIIF shall be a co-applicant with others and the first applicant shall be as per contribution made. Extent of contribution made/planned as per work plan, by each applicant shall be duly defined in the agreement relating to terms and conditions of collaborative work.
- 2.3.3 **Patents by Start-ups incubated in the University incubators in which University resources were used but no financial resources were contributed by the start-up:** The data used by the start-up may be part of academic work e.g. UG, PG or doctoral work or even pursuit of an idea, in which University resources were used with permission. However, no patent was filed by University. Subsequently, the idea was developed by the startup, for which the start-up wishes to file a patent. In such cases, the University and/or CIIF shall be a co-applicant along with the start-up.

EXCLUSIONS

- 2.3.4 **Patents arising from collaborative work between university and industries:** In case of industry sponsored research or consultancy, ownership of the patent shall vest with the sponsoring industry. Name of University students, faculty and others who have contributed to the invention shall be included as inventors to acknowledge their contribution. Other aspects relating to royalty payable, duration, amount etc. shall be duly defined in the agreement relating to terms and conditions of collaborative work.
- 2.3.5 **Patents by Start-ups incubated in the University incubators in which no University resources are used at all:** Start-ups are commercial entities, at nascent stages, working in the University Campus. They may be pursuing ideas for products or processes in which research was done elsewhere and no university resources were used at all. Hence, ownership of any patents, arising from work and efforts of the start-up alone, shall vest with that start-up and not the University. University can facilitate the filing of patent by such start-ups through its empanelled attorneys. Expenses for the same shall be borne by the concerned start-up and the applicant shall be the start-up only and not the University.
- 2.3.6 **Patents by Start-ups incubated in the University incubators in which University resources were used and such utilization was fully paid for and compensated by the start-up:** A start up may be pursuing an idea or invention for development in which investors other than University Staff or students may be the promoters. The data used by the start-up may be part of academic work e.g. UG, PG or doctoral work or even pursuit of an idea, in which University resources were used with permission. Start-up fully paid and compensated University for the data/resources used. However, no patent was filed by University. Subsequently, the idea was developed by the startup, for which the start-up wishes to file a patent. Hence, ownership of any such work based on efforts of the start-up alone, shall vest with that start-up and not the University.
- 2.3.7 **Patents arising from research funded by government funding agencies:** A number of government organizations such as ICMR, ICAR, DRDO, CSIR, DBT, DSIR, DOP and others, fund research projects. Usually in such cases, the 'Terms and Conditions' letter, governing release of funds clearly defines who shall own the patent rights in case any invention arises out of the sponsored work. Thus, ownership of patents in such cases, shall be decided as per the terms and conditions governing release of funds by the respective funding agency.

2.4 FILING OF UTILITY PATENTS

- 2.4.1 **Disclosure:** The invention shall be disclosed to the Office of Patent Facilitation Licensing and Consultancy (OPFLC), using an Patent Information Extraction (PIE) Form, submitted electronically on-line through Chalkpad Portal or with an email message at the email ID patents@chitkara.edu.in (or as notified time-to-time by OPFLC).
- 2.4.2 **Vetting:** Based on the information disclosed in PIE Form, the Office of Patent Facilitation Licensing and Consultancy (OPFLC) will get the innovation vetted professionally at the earliest, from Patent Attorneys empanelled with the University, to confirm patentability of the idea.

- 2.4.3 **Public notice relating to title of Invention and Inventors:** In case idea is patentable, Office of Patent Facilitation Licensing and Consultancy (OPFLC) will display a public notice within campus (disclosing the proposed title of the patent and names of the inventors) inviting objections, if any, within 2 weeks from display. This is to ensure that in case any person is aggrieved with the proposed filing, the same should be brought to notice of the University before the patent is filed.
- 2.4.4 **Agreement signing with University/CIIF regarding assignment of patent and revenue/royalty sharing:** If no objections are received, inventors shall sign "*Invention Assignment and Revenue/Royalty Sharing Agreement*" with University/CIIF (**Annexure-1**). All inventions for which patent is being filed by University shall be assigned to the University/CIIF in return for share in revenue/royalty as per the University Policy.
- 2.4.5 **Filing and intimation of filing details:** After signing of the Agreement, patent for the invention shall be filed by the University through its empanelled attorneys. Names of inventors will be duly included in patent application as the inventors. Details of the filing will be communicated to all inventors, by Office of Patent Facilitation Licensing and Consultancy (OPFLC).

2.5 FILING OF DESIGN PATENTS

- 2.5.1 **Intimation:** The creative designs shall be submitted electronically to Office of Patent Facilitation Licensing and Consultancy (OPFLC) using Patent Information Extraction (PIE) Form electronically on-line through Chalkpad Portal or with an email message at the email ID patents@chitkara.edu.in (or as notified time-to-time by OPFLC).
- 2.5.2 **Open Display:** Open notice regarding design patent proposed to be filed, inviting objections, if any, within 2 weeks from display, shall be displayed.
- 2.5.3 **Agreement signing with University/CIIF regarding assignment of patent and revenue/royalty sharing:** If no objections are received, inventors shall sign "*Invention Assignment and Revenue/Royalty Sharing Agreement*" with University/CIIF (**Annexure-1**). All designs for which patent is being filed by University shall be assigned to the University/CIIF in return for share in revenue/royalty as per the University Policy.
- 2.5.4 **Patent filing and intimation of filing details:** After signing of the Agreement, patent for the invention shall be filed by the University through its empanelled attorneys Names of inventors will be duly included in patent application as the inventors/creative designers. Details of the filing communicated to all inventors by Office of Patent Facilitation Licensing and Consultancy (OPFLC).

2.6 FUNDING OF PATENTS

University will provide all professional and financial help to inventors to file patents for their inventions and designs. All expenses towards patenting 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 and designs.

2.7 BRANDING 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 of the University.

2.8 TRANSFER AND ABANDONMENT OF PATENTS

- 2.8.1 **Transfer of patents in name of inventors/companies set up by inventors/third party:** In case inventors wish to get granted patents assigned to themselves or in name of the companies to which the patents are licensed, they may do so by refunding to the University, the actual expenses incurred on its research, development and patenting till that date as per available records and receipts and agreeing to pay 2-5% share on revenues earned from the patent in terms of 'royalty on net sales i.e. ex-factory billing' or pay the University a one time lump-sum amount, as mutually agreed upon. . Further expenses on the transferred patents, such as its maintenance fee, expenditure of research & development etc., will be borne by the transferee.
- 2.8.2 **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.

3. COPYRIGHT RULES

These rules cover rights of the University associated with original works of authorship including literary, dramatic, musical and artistic works, such as poetry, novels, movies, songs, computer software and architecture. Such works are generated by the University Staff and students, and also collaborators as part of its teaching, training and research activities.

3.1 PERSONS ELIGIBLE TO FILE FOR COPYRIGHT

- 3.1.1 University students, faculty and staff and also collaborators from other Universities/ Organizations/ Individuals who have contributed significantly to the work e.g. software code/program having commercial use or application.
- 3.1.2 Start-ups incubated in the University Campus who have utilized the University Facilities and have a collaborator from within the University.

3.2 WORKS WHICH CAN BE PROTECTED BY COPYRIGHT

- 3.2.1 Software and applications- generated during course of teaching/training and research by staff and students.
- 3.2.2 Paintings, Photographs, videos, teaching and training audio-visual aids.
- 3.2.3 Audio programs and recordings.
- 3.2.4 Literary works e.g. reviews, articles, books, catalogs, bulletins, pamphlets etc.
- 3.2.5 Architectural drawings and creations.

3.3 OWNERSHIP OF COPYRIGHT

- 3.3.1 **Relating to Creative works arising from University academic/research work:** All copyright relating to work carried out by the University Staff and/or students and utilizing university resources, including those by students/in-service professional candidates registered at the University though work may be carried elsewhere, shall be filed in the name of the University and/or any special purpose vehicle created for the purpose such as the Chitkara Innovation Incubator Foundation (CIIF). The copyright shall be owned by the University, as the primary and first applicant. CIIF can be the second applicant.
- 3.3.2 **Relating to Creative works arising from collaborative work between university and other academic organizations:** The University and/or CIIF shall be a co-applicant with others and the first applicant shall be as per contribution made. Extent of contribution made/planned as per work plan, by each applicant shall be duly defined in the agreement relating to terms and conditions of collaborative work.
- 3.3.3 **Relating to Creative works by Start-ups incubated in the University incubators in which University resources were used but no financial resources were contributed by the start-up:** The data used by the start-up may be part of academic work e.g. UG, PG or doctoral work or even pursuit of an idea, in which University resources were used with permission. However, no copyright was filed by university. Subsequently, the idea was developed by the startup, for which the start-up wishes to file a copyright. In such cases, the University and/or CIIF shall be a co-applicant along with the start-up.

EXCLUSIONS

- 3.3.4 **Relating to Creative works arising from collaborative work between University and industries:** In case of industry sponsored research or consultancy, ownership of the work shall vest with the sponsoring industry.
- 3.3.5 **Relating to Creative works by Start-ups incubated in the University incubators in which no University resources are used at all:** Start-ups are commercial entities, at nascent stages, working in the University Campus and may be pursuing ideas for products or processes in which work was done elsewhere and no university resources were used at all. Hence, ownership of any such work, based on efforts of the start-up alone, shall vest with that start-up and not the University.
- 3.3.6 **Relating to Creative works by Start-ups incubated in the University incubators in which University resources were used and such utilization was fully paid for and compensated by the start-up:** A start up may be pursuing a creative work in which investors other than University Staff or students may be the promoters. The start-up duly paid for the data or work which it is developing for commercial application e.g. salary or stipend of the data entry operators, programers etc. under the University Consultancy Policy or as part of honorarium for work carried out with permission of the University. Hence, ownership of any such work based on efforts of the start-up alone, shall vest with that start-up and not the University.
- 3.3.7 **Relating to Creative works arising from research funded by government funding agencies:** A number of government organizations such as ICMR, ICAR, DRDO, CSIR, DBT, DSIR, DOP and others, fund research projects. Usually in such cases, the 'Terms and Conditions' letter, governing release of funds clearly defines who shall own the rights in case any intellectual property arises out of the sponsored work. Thus, ownership of work in such cases, shall be decided as per the terms and conditions governing release of funds by the respective funding agency.

3.4 MODALITIES FOR FILING COPYRIGHT

- 3.4.1 The creative work shall be submitted to Office of Patent Facilitation Licensing and Consultancy (OPFLC) through an email message at the email ID patents@chitkara.edu.in (or as notified from time-to-time by OPFLC) with request for getting it copyright.
- 3.4.2 The University shall submit it to its empanelled attorneys for getting it protected by copyright.
- 3.4.3 Owing to the extremely large volume of creative works generated by various departments of the University e.g. thesis, papers, books, recordings, paintings, software etc. it is neither financially nor physically possible for the University to file a copyright for each work, with the Copyright Office of the Govt. of India.
- 3.4.4 Accordingly, only for works of significant commercial importance, as communicated to the Office of Patent Facilitation Licensing and Consultancy (OPFLC) by the creators and assessed by the Head, Office of Patent Facilitation Licensing and Consultancy (OPFLC), copyright shall be filed with the Copyright Office of the Govt. of India after execution of

Copyright Assignment and Revenue/Royalty Sharing Agreement (**Annexure 2**). All works for which copyright is being filed by University shall be assigned to the University/CIIF in return for share in revenue/royalty as per the University Policy.

3.4.5 For other works, protection may be ensured by the University, by creating its own internal registry in the form of an independent copyright society termed as 'Chitkara University Copyright Society'.

Note: In India a copyright society is registered under Section 33 of the Copyright Act, 1957. Such societies are formed by authors and owners and help in the management of rights over creative works. The formation of a copyright society requires a minimum of seven members.

3.5 FUNDING OF COPYRIGHT

University will provide all professional and financial help to creators to file copyright for their creative work. All expenses towards getting a copyright in India shall be borne by the university and adequate funds for the same shall be available. For filing copyright outside India, same shall be carried out on case-to-case basis, subject to availability of funds and commercial value of the creative work.

3.6 BRANDING OF PRODUCTS BASED ON UNIVERSITY COPYRIGHTS

Products using copyright matter owned by the University may or may not be branded to include University name. In case a licensee wishes to do branding to include name of the University, then branding shall be with approval of the University and as per 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 of the University.

4. TRADEMARK RULES

These rules are designed to fully protect and manage The CHITKARA UNIVERSITY trademarks (Word marks, Logos, Taglines, Creative works etc.) as valuable intellectual property assets, in a manner that protects the goodwill and reputation of the University.

Under these rules, the University reserves the right to determine the manner of use of the trademarks of the University. For example, some uses would harm the reputation that the marks represent. In other cases, the nature of goods and services may pose such significant legal risks that they should not be licensed, and some uses may potentially harm the marks unless they are carefully controlled. Accordingly, to protect its marks and the goodwill associated with them, the University has framed the present rules as below:

4.1 GENERAL

- 4.1.1 **Implementation and enforcement:** These rules shall be implemented and enforced by the Office of Patent Facilitation Licensing and Consultancy (OPFLC).
- 4.1.2 **Creation of Ownership over University Marks, Logos and Designs:** Under these rules, the Trademarks Division of Office of Patent Facilitation Licensing and Consultancy (OPFLC) shall protect the University Marks, Logos and Creative Designs by filing trademarks for the same, in appropriate classes, with the Trademark Office, Govt. of India or any other Office globally, as per the requirements of the University or need of the situation.
- 4.1.3 **Use of University trademarks by outside parties:** Permitted only after written permission granted by the University and signing the University "Trademark Use Agreement". Any trademark that identifies or is associated with the University may not be used without prior written permission from the University. To obtain this permission, submit a written request via email (preferable) to the Office of Trademark Licensing at Chitkara University at patents@chitkara.edu.in. **List of University registered marks, logos and punch lines is given at Annexure-3.**
- 4.1.4 **Brand guidelines:** Use of the marks is permitted only as per the brand guidelines approved by the University, which will be duly provided to the user on request. Final use by licensee will be after approval of the artwork as provided to and approved by University in writing.

4.2 USE LIMITATIONS

- 4.2.1 **Use of marks by University:** Prior written approval, by concerned department of the University/Event Manager, is necessary to use any of the trademarks owned by the University in the following ways:
 - 4.2.1.1 **Publications:** Use of trademarks/logos on the cover or within the text of a magazine when there is an article about the university, its officers, students, or alumni. These publications may be University Publications or those brought out by a Department/School/Section or Sports publications approved by the institutional Chief Administrative Officer or designee. The publisher has to include

the following disclaimer in the publication: "Not an official publication of Chitkara University "Or "Literary works that generally provide historical information about and promote the goodwill of the University or its component schools/institutions". Internal publications that incorporate the trademarks should conform to each component institutions guidelines.

- 4.2.1.2 **Advertisements relating to events:** Trademarks may be used in the following kinds of advertising, so long as the uses also conform to the Brand Guidelines developed by the University, for which approval of ad copy and layout design is necessary.
- 4.2.2 **Use of marks by a licensee:** A commercial entity that is a "licensee" of the university may utilize certain marks in an ad but only when there is an underlying related product, which is licensed and only when the licensed product is being advertised.
- 4.2.3 **Use of marks by a non-licensee:** Those entities not licensed may utilize certain marks in ads that are of an informational, congratulatory or in team spirit nature (academic/athletic achievements) as determined by the trademark office. These ads may not contain solicitation for the sale of their products or services but the company name/logo may appear. Companies producing products or giving services based on outcome of consultancy/sponsored project work/collaborative work, may use the marks after due permission.
- 4.2.4 **Use of marks by Corporates:** Corporate advertisements may utilize appropriate trademarks in official programs on articles sold or distributed at Intercollegiate Athletic events pursuant to the terms of an advertising agreement. This includes Promotional activities utilizing appropriate trademarks, pursuant to the terms of a sponsor/promotional license agreement. Promotional activities are activities such as advertising or offering promotional products to further the growth, development, acceptance and/or sale of goods or services.
- 4.2.5 **Corporate Sponsors:** In case of corporate sponsor for university event, University is authorized to seek logo and brands of the sponsoring entities and use them during the event.
- 4.2.6 **Student Organization Websites:** Student organizations that represent themselves on the Internet and wish to use the University Trademarks may send email to the Office of Patent Facilitation Licensing and Consultancy (OPFLC) at patents@chitkara.edu.in for permission and also correct images and their use guidelines for creating compliant organizational websites.

4.3 ROYALTIES

A request for use of the trademark may be royalty or non-royalty bearing, as below:

- 4.3.1 **Non-royalty bearing uses:** Use in University publications, websites, promotional events or any internal use of marks on banners, hoardings within the University or in universities having collaborations with Chitkara University or like activities, shall be non-royalty

bearing and not involve payment of use of marks. Campus entities are generally exempted from royalty payments if merchandise is for internal use or the product/merchandise is a give-away items.

4.3.2 **Royalty bearing uses:** Any entity deriving commercial benefit from use of the University Marks, shall pay royalty to the University for use of the marks e.g. product/merchandise e.g. Uniforms, Badges, Stationery, Gifts for sale bearing the University owned trademarks etc.

4.3.3 **Use of marks on goods and products:** The use of the marks on commercial products e.g. pharmaceutical items, cosmetics or engineering products which are the outcome of University research/support will require payment of royalties, which will be assessed on a case to case basis as per the entity producing such goods e.g. MSME, Large Corporate or start-ups promoted by the University/start-ups utilizing university innovations/patents/ technologies.

4.4 PENALTIES

Use of marks without proper written authorization may be considered counterfeit or infringing and subject to all available legal remedies, including, but not limited to, seizure of the merchandise.

4.5 JURISDICTION

Courts at Chandigarh, INDIA.

5. COMMERCIALIZATION AND LICENSING OF PATENTS & COPYRIGHTS

A Commercialization Wing (CW) in the Office of Patent Facilitation, Licensing and Consultancy (OPFLC) looks after licensing of copyrights & patents and their revenue/royalty aspects.

5.1 COMMERCIALIZATION AND LICENSING OF PATENTS

CW in OPFLC assesses patent's potential for commercialization. Based on the Technology Readiness Level (TRL) of patent, activities remaining for development of a marketable product are identified. Commercialization of patents will then be done alongwith suitable industrial partners / startups.

- 5.1.1 **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. Commercialization & Licensing of Patent, which is in joint name of University and CIIF, shall be done by the University and shall be in the name of University. To initiate the process of licensing, an Expression of Interest (EOI) Form for Patent Licensing (**Annexure-4**), duly filled-in, will have to be submitted by the interested party to CW in OPFLC, through email, at email ID techtransfer@chitkara.edu.in. CW in OPFLC will provide assistance & support, which may be required, during the entire process of licensing. A Licensing Agreement will be entered into, between University/CIIF and the interested party, in accordance with the Intellectual Property (IP) Policy of the University. University may consider giving exclusive license, on easy terms, to start-ups of the inventors for their own patent.
- 5.1.2 **Royalty share of Inventor/s:** Major share (90%) of commercial rights relating to the patents will belong to the inventors, whether patent is licensed out to third party or used by inventors to set up their own companies. 10% share of revenues from the patent, as long as it is in force, is payable to the University/CIIF. In case a patent has been filed by more than one inventor, inventors must indicate royalty sharing arrangement between themselves in the "Invention Assignment and Revenue/ Royalty Sharing Agreement" (**Annexure- 1**) 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.
- 5.1.3 **Monitoring of revenues and payment of royalties to inventors:** Monitoring of revenues, collection of royalties relating to patents licensed out and dispatch of revenue/royalty to inventors will be duly carried out by CW in Office of Patent Facilitation Licensing and Consultancy (OPFLC), which 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 working day.

5.2 COMMERCIALIZATION AND LICENSING OF COPYRIGHTS

CW in OPFLC assesses copyright's potential for commercialization. Based on the assessment, activities remaining for development of a marketable product are identified. Commercialization of copyrights will then be done alongwith suitable partners / startups.

- 5.2.1 **Licensing of Copyright:** To publishers, inventors and start-ups e.g. those willing to market the software or utilize it in instruments or any other commercial application. Same shall be carried out by CW in OPFLC. Commercialization & Licensing of Copyright, which is in joint name of University and CIIF, shall be done by the University and shall be in the name of University. To initiate the Process of Licensing, an Expression of Interest (EOI) Form for Copyright Licensing (**Annexure-4**), duly filled-in, will have to be submitted by interested party to CW in OPFLC, through email, at email ID techtransfer@chitkara.edu.in. CW in OPFLC will provide assistance & support, which may be required, during the entire Process of Licensing. A Licensing Agreement will be entered into, between University/CIIF and the interested party, in accordance with the Intellectual Property (IP) Policy of the University. University may consider giving exclusive license, on easy terms, to start-ups of the creators for their own copyright.
- 5.2.2 **Royalty share to creators:** Major share (90%) of revenue from licensing of such works shall go to the creators and 10% share shall go to the University/CIIF under the “Copyright Assignment and Revenue/Royalty Sharing Agreement (**Annexure 2**)” to be signed when assigning the work to the University/CIIF at the time of filing of the copyright.
- 5.2.3 **Monitoring of revenues and payment of royalties to inventors:** Monitoring of revenues, collection of royalties relating to licensed creative works and dispatch of revenue/royalty to authors will be duly carried out by CW in OPFLC, which will duly maintain accurate accounts in a fair and transparent manner. These shall be open for inspection during office hours, with prior notice of one working day.

5.3 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.

INVENTION ASSIGNMENT AND REVENUE/ROYALTY SHARING AGREEMENT

Made thisday of, Year

BETWEEN

CHITKARA UNIVERSITY PUNJAB

A University established in 2010 under Section 2 F of UGC Act, 1956 and in accordance with the relevant laws of India, having its Corporate Office at Chandigarh – Patiala National Highway, Village Jhansla, Rajpura – 140401, Punjab, India through its Vice Chancellor (hereinafter referred to as “**UNIVERSITY**”, which term shall include its successors-in- interest and permitted assigns)

OR

CHITKARA INNOVATION INCUBATOR FOUNDATION

A non-profit making company, established under Section 8 of the Companies Act 1956, to promote innovations and startups in various fields of engineering, bio-medical, applied life-sciences etc. as a Special Purpose Vehicle (SPV) as per Clause 2(c) of National Innovation and Startup Policy 2019 for Students and Faculty of Ministry of Human Resources Development, Government of India, having its Registered Office at SCO 160 – 161, Sector 9-C, Madhya Marg, Chandigarh – 160009, India through its Chief Executive Officer (hereinafter referred to as “**CIIF**”, which term shall include its successors-in-interest and permitted assigns)

AND

XXXXXXXXXX

S/Ohaving permanent residential address.....and currently residing at.....and having University email ID-....., Mobile Phone Number-.... (hereinafter referred to as “**INVENTOR**”, which term shall include his successors-in-interest and permitted assigns) and acting on behalf of all the inventors of invention at Recital 1 (hereinafter referred to as “**INVENTORS**”, which term shall include their successors-in-interest and permitted assigns).

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

RECITALS

- 1) That the Inventors wish to file a patent for their invention titled “**XXXXXXXXXXXX**” 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/CIIF as per the terms and conditions mutually agreed upon.

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

- 1) The Inventors shall assign their invention to the University/CIIF for patenting for which all expenses shall be borne by the University and in event of licensing of the invention, revenue/royalty sharing shall be as per table below:

S. No.	Stakeholder	Revenue/ Royalty Share
1.	University / CIIF	10%*
2.	Inventor-1	Xx
3.	Inventor-2	Xx
4.	Inventor-3	Xx
	Total	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 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 this agreement, the remedy shall be subject to provisions of the Arbitration and Conciliation Act, 1996 and proceedings shall be conducted as per the University IP Policy in force and accompanying rules as applicable and amended from time to time.

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

UNIVERSITY/CIIF

INVENTOR

Witnesses (Name, Address and Signature)

- 1)
- 2)

**COPYRIGHT ASSIGNMENT AND REVENUE/ROYALTY SHARING
AGREEMENT**

Made thisday of, Year.....

BETWEEN

CHITKARA UNIVERSITY PUNJAB

A University established in 2010 under Section 2 F of UGC Act, 1956 and in accordance with the relevant laws of India, having its Corporate Office at Chandigarh – Patiala National Highway, Village Jhansla, Rajpura – 140401, Punjab, India through its Vice Chancellor (hereinafter referred to as “UNIVERSITY”, which term shall include its successors-in- interest and permitted assigns)

OR

CHITKARA INNOVATION INCUBATOR FOUNDATION

A non-profit making company, established under Section 8 of the Companies Act 1956, to promote innovations and startups in various fields of engineering, bio-medical, applied life-sciences etc. as a Special Purpose Vehicle (SPV) as per Clause 2(c) of National Innovation and Startup Policy 2019 for Students and Faculty of Ministry of Human Resources Development, Government of India, having its Registered Office at SCO 160 – 161, Sector 9-C, Madhya Marg, Chandigarh – 160009, India through its Chief Executive Officer (hereinafter referred to as “CIIF”, which term shall include its successors-in-interest and permitted assigns)

AND

XXXX

S/O having permanent residential address.....and currently residing at.....and having University email ID-

....., Mobile Phone Number-..... (hereinafter referred to as “CREATOR”, which term shall include his successors-in-interest and permitted assigns) and acting on behalf of all the creators of creative work at Recital 1(hereinafter referred to as “CREATORS”, which term shall include their successors-in-interest and permitted assigns)

WHEREAS UNIVERSITY/CIIF and CREATOR shall be hereinafter jointly called "PARTIES" and singularly as "PARTY".

RECITALS

1) That the Creators have created the creative work as described below

.....

.....

2) That the Creators are willing to assign the same to the University/CIIF for its protection by the University under Copyright, as per the terms and conditions mutually agreed upon.

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

- 1) The Creator/s shall assign their work to the University/CIIF for Copyright for which all expenses shall be borne by the University and in event of licensing of the work, revenue/royalty sharing shall be as per table below:

S. No.	Stakeholder	Revenue/ Royalty Share
1.	University/ CIIF	10%
2.	Creator-1	xx
3.	Creator-2	xx
4.	Creator-3	xx
	Total	100%

- 2) Licensing of the work shall be carried out by the University as per mutually agreed terms between University/CIIF and the Licensee as documented in the 'Copyright Licensing Agreement'.
- 3) In event of breach of this agreement, the remedy shall be subject to provisions of the Arbitration and Conciliation Act, 1996 and proceedings shall be conducted as per the University IP Policy in force and accompanying rules as applicable and amended from time to time.

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

UNIVERSITY/CIIF

INVENTOR

Witnesses (Name, Address and Signature)

- 1)
2)

CHITKARA CERTIFICATE OF TRADEMARK

S. No	Trade Mark No.	Date of issue	Particulars
1	4033981	21.12.2018	CHITKARA EDUCATIONAL TRUST/ CHITKARA UNIVERSITY GLOBALWEEK
2	2801010	01.09.2014	CHITKARA EDUCATIONAL TRUST / CHITKARA COLLEGE OF SALES& RETAIL MARKETING
3	3061889	23.09.2015	CHITKARA EDUCATIONAL TRUST / CURIN CHITKARA UNIVERSITYRESEARCH & INNOVATION NETWORK
4	2801004	01.09.2014	CHITKARA EDUCATIONAL TRUST / CHITKARA UNIVERSITY
5	2801009	01.09.2014	CHITKARA EDUCATIONAL TRUST / CHITKARA INNOVATIONINCUBATOR
6	2801003	01.09.2014	CHITKARA EDUCATIONAL TRUST / CHITKARA UNIVERSITY
7	2801001	01.09.2014	CHITKARA EDUCATIONAL TRUST / CHITKARA INTERNATIONALSCHOOL
8	2801002	01.09.2014	CHITKARA EDUCATIONAL TRUST / CHITKARA UNIVERSITY
9	1738478	29.09.2008	CHITKARA EDUCATIONAL TRUST / CHITKARA EXPLORE YOURPOTENTIAL
10	1123520	02.08.2002	CHITKARA EDUCATIONAL TRUST / CHITKARA INSTITUTE OFCOMPETTITIONS
11	1123519	02.08.2002	CHITKARA EDUCATIONAL TRUST
12	1123521	02.08.2002	CHITKARA EDUCATIONAL TRUST / CHITKARA INSTITUE OFENGINEERING & TECHNOLOGY CHANDIGARH
13	1738477	29.09.2008	CHITKARA EDUCATIONAL TRUST / CHITKARA UNIVERSITY
14	1994346	16.07.2010	CHITKARA EDUCATIONAL TRUST / CHALK PAD

EXPRESSION OF INTEREST (EOI) FORM FOR COPYRIGHT/PATENT LICENSING

Copyright/Patent Title	
Copyright/Patent Application Number	
Source of Information about the Copyright/Patent	University Website / CURIN Website / Others (Specify)
Applicant (Name, Address and Contact Details)	
Self- introduction by Applicant (About 100-150 words)	
Nature of Licence Sought (Exclusive/Non-exclusive with Duration of Licence)	
Licence Fee & Royalty Terms and Payment Plan	
Preliminary Work Done w.r.t. Utilization of Copyright/Patent	Tick your response <input type="checkbox"/> Interaction with author(s)/inventor(s) <input type="checkbox"/> Evaluation of product/prototype <input type="checkbox"/> Exploration/planning for product development/manufacturing <input type="checkbox"/> Preliminary costing <input type="checkbox"/> Assessment of availability of ingredients/raw-material <input type="checkbox"/> Viability assessment w.r.t. market, production, margins <input type="checkbox"/> Others (Specify)
Planned Investment and Source of Funds	
Action Plan in Brief (First Three Year only)	
Projected Revenues for Five Years and Projected Royalties	
Date: Place: Chitkara University, Punjab	Signature of Authorised Signatory with Seal



CHITKARA
UNIVERSITY

PUNJAB

CHITKARA UNIVERSITY

CHANDIGARH-PATIALA NATIONAL HIGHWAY

PUNJAB - 140 401 | INDIA

CHANDIGARH OFFICE:

SCO 160 - 161 | SECTOR 9 - C

CHANDIGARH - 160 009 | INDIA

www.chitkara.edu.in

www.curin.chitkara.edu.in