

Intellectual Property Rights Policy



**University of Lucknow,
Lucknow**

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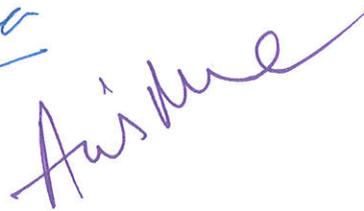
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[1] The Preamble

It is the vision of Lucknow University, Lucknow to create, acquire and disseminate knowledge for the benefit of the society and humanity. To pursue its vision, the University promulgates its intellectual property Policy. This policy will be applicable to all the faculty, staff, students, and others (including visiting / guest faculty, affiliate and adjunct faculty, industrial personnel, research fellows) who participate in any activity of Lucknow University resulting in creation of intellectual property. Different classes of intellectual property(IP) including but not limited to Patent, Industrial Design Copyright, TradeMark / Service Mark, , Plant Variety, Geographical Indication and Integrated Circuits Layout are covered in the policy.

[2.0] Ownership of Intellectual Property (IP)

2.1 Invention (Patents- As defined under Section 2(m) of the Patents Act, 1970, **Design-** As defined under Section 2 (d) of the Designs Act, 2000 and **Semiconductor Integrated Circuit:** As defined under Section 2(r) of the Semiconductor Integrated Circuits Layout Design Act, 2000)

2.1.A IP of any kind is owned by Lucknow University Lucknow and the creator jointly in either of the following conditions:

A.1 The IP was created with the significant use of funds or facilities of Lucknow University, Lucknow

A.2 The IP was created (i) as a part of the normal professional duty or (ii) work for hire (iii) as a part of academic research and training leading towards a degree or otherwise.

A.3 The IP was created in the course of or pursuant to a sponsored / consultancy research agreement with Lucknow University Lucknow (In such cases, specific provisions related to IP made in contracts governing such activity will determine the ownership of intellectual property).

2.1.B In case of external funding such as Government Departments, Corporate, Foundation, Trust, Industry or any other agency, it shall be owned by the Institute, Creator of IP and funding agency, jointly as per MoU between Lucknow University Lucknow and funding agency.

2.1.C IP created by Lucknow University Lucknow personnel/others without the use of significant Lucknow University Lucknow resources and/ or not related with the profession for which employed at Lucknow University Lucknow shall be owned by the creator(s).

2.1.D In case of collaborative work involving more than one organisation, the ownership shall be decided as per common agreement among collaborators, by entering into Memorandum of Agreement (MoA) detailing the role, responsibilities and benefits of each of the parties.

2.1.E If a researcher leaves the parent Institution and wishes to continue the work at the new institution, a no-objection certificate will be required from both institutions.

Rakesh chandra

2.2 Copyrights (Copyright is a right given to creators of literary, dramatic, musical and artistic works and producers of cinematograph films and sound recordings. Works are as defined under the Copyright Act, 1957).

2.2.A. All copyrightable work, including software will be jointly owned by Lucknow University, Lucknow and the creator(s) when:

A.1 All teaching materials created by Lucknow University, Lucknow and Non- Lucknow University, Lucknow personnel for external agencies, institutions and industry under the continuing education and distance education programs of Lucknow University, Lucknow.

A.2 It is created by Lucknow University, Lucknow personnel with significant use of Lucknow University, Lucknow resources.

2.2.B Lucknow University, Lucknow will not claim ownership of copyright on published books and research papers authored by Lucknow University, Lucknow personnel.

2.2.C. The copyright of Ph.D. / MTech. the thesis rests with the Institute, The ownership is jointly held by the student and the supervisor(s) concerned, who are free to publish research papers from the thesis, under joint authorship with the student as the first author.

2.3 Trade Mark(s)/ Service Mark(s) (Trade Mark: As defined under Section 2(zb) of the Trade Marks Act, 1999)

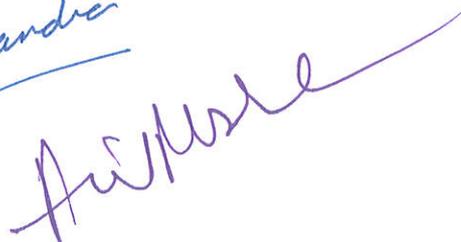
All protectable marks produced at Lucknow University, Lucknow shall be the property of the Institute. The right to use the logo will be allowed in the events organised by the regular faculty / student / staff of the Institute including project report, websites, student thesis, brochure, pamphlets and all official communications

2.4 Other Intellectual properties :

2.4.A. Plant Variety: It is governed by the Protection of Plant Variety and Farmers Rights Act, 2001. It recognizes the contributions of both commercial plant breeders and farmers in plant breeding activity and also supports the specific socio-economic interests of all the stakeholders including private, public sectors and research institutions, as well as resource- constrained farmers.

2.4.B. Geographical Indication: As defined under Section 2 (e) of the Geographical Indications Act, 1999.

“All such IP Registered under the Act shall be the property of the Lucknow University, Lucknow”



[3.0]Disclosures, Confidentiality and Assignment Rights:

Disclosure is a critical part of the IP protection process and it formally documents claims of inventorship, the date of the invention and other details of the invention.

3.A. If the inventors wish to protect their inventions, they are required to disclose the work to the IRR Cell at the earliest date using the Invention Disclosure form (Annexure I).

3.B. All Lucknow University, Lucknow personnel and non-Lucknow University, Lucknow personnel associated with any activity of Lucknow University, Lucknow shall treat all IP related information which has been disclosed to the IPR Cell as confidential. Such confidentiality shall be maintained till the date such knowledge is in the public domain.

3.C. For sponsored and / or collaborative work the provisions of the contract pertaining to disclosure of creative work shall apply.

3.D. Lucknow University, Lucknow shall retain a non-exclusive, free, irrevocable licence to copy / use IP for teaching and research activities, consistent with confidentiality agreements where entered into by Lucknow University, Lucknow.

[4.0]IPR Cell and Its Role

[4.1]Evaluation of Intellectual Properties:

All inventions / creative works shall be evaluated by a duly appointed evaluation Committee. The constitution of the committee is as follow:

- | | |
|---|-----------------|
| 1. Chairperson, IPR Standing Committee. | Chairperson |
| 2. Head of the Department. | Convener |
| 3. Dean | Member |
| 4. Expert IPR(Internal/External) | Member |
| 5. Inventor(s) for presentation and defence | Special Invitee |

The Committee will evaluate the claims made in the Disclosure Form in a timely manner and make suitable recommendations.

The Committee will assess and recommend the following:

1. Whether the work is Novel, inventive and fit for filing in India and / or foreign countries.
2. Whether the work has potential for commercialization.

After evaluation the Institute shall decide to take the responsibility for the protection of the intellectual property.

[4.2]Obtaining IPR

Lucknow University, Lucknow shall provide an official IPR Advisor / Agent for drafting the IP application as appropriate,

The inventors shall provide the necessary inputs to assist in the drafting of the IP application.

Lucknow University , Lucknow and/or the funding agency/partner alone or in collaboration shall bear all costs for access to the relevant IP information databases and other associated costs including cost of drafting and filing an IP application in India and/or abroad.

[4.3]Technology Transfer



Lucknow University, Lucknow shall make efforts to market the IP and identify potential licensee(s) for the IP to which it has ownership. The inventors shall provide necessary assistance in this process:-

4.3.A The preferred mode will be non-exclusive licensing by inviting Expression of Interest from potential users.

4.3.B Help may be sought from a professional agency for technology transfer on mutually agreed terms and conditions.

4.3.C No Disclosure certificate shall be mandatorily signed by any third party while negotiating or entering into technology transfer mode. (Annexure 2)

The details of licensing agreement, market search process, revenue sharing negotiations and relevant documents are enclosed at Annexure 3.

[5.0] Revenue Sharing

The Revenue generated from the commercialization of the IP shall be distributed as follows:

5.A The revenue earned shall be distributed at the end of the financial year on a 70:30 basis between the Inventor(s) and Institute. In case of multiple inventors the revenue sharing among the inventors shall be on the basis of mutually agreed ratio and the same will be communicated to IPR Cell.

5.B In case of joint patent (multi-institutional as outcome of collaborative research) revenue sharing between the Institute and the collaborating institute will be as agreed upon in the MoA.

The shares as mentioned above shall be determined after deducting the direct expenses including cost of obtaining IPR if any from the total income received by the Institute.

[6.0] Conflict of Interest

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest.

6.A If the inventor(s) and / or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and/or their immediate family have in the company.

6.B It must be ensured by the inventor(s) that their entrepreneurial activities do not have an adverse impact on teaching, research and any other institutional responsibilities.



[7.0] Dispute Resolution

In case of any disputes between Lucknow University, Lucknow and the inventors regarding the implementation of the IP Policy, the aggrieved party may appeal to the Vice Chancellor of the Institute. The Vice Chancellor's decision in this regard would be final and binding.

[8.0] Jurisdiction

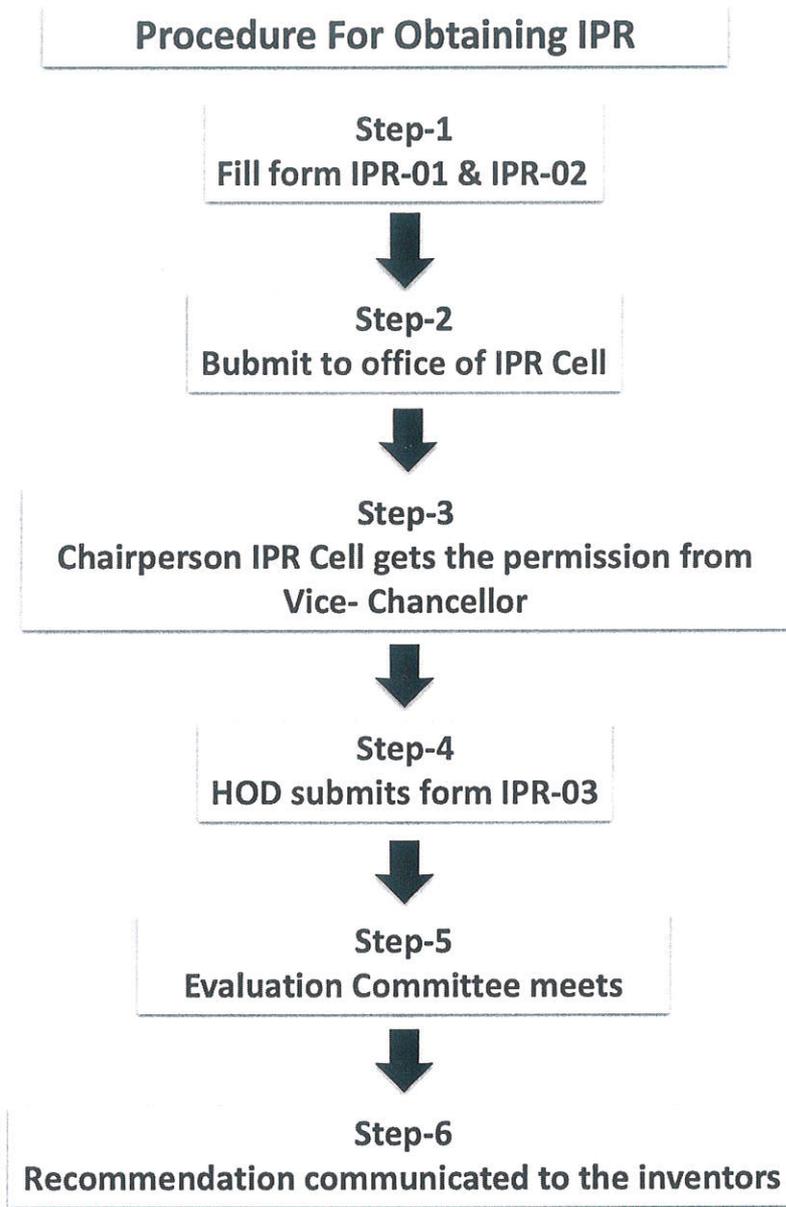
All agreements to be signed by Lucknow University, Lucknow will have the jurisdiction of the courts in Lucknow and shall be governed by appropriate laws in India.



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Annexure-1



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Rakesh Chandra

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Form - 01

Request for Provisional Patent Filing form

I/we _____ [Name] working as
[Designation] in the Department of..... have developed a technical
know-how

Titled:

which I/we feel is innovative and has immense commercial potential, and can benefit the
Institute and industry.

The source of fundingfor development of
technical know-how in question

[If the source of funding is other than Lucknow University, Lucknow, then please attach MoU
from the funding agency]

I/we undertake to suggest the name of 5 Companies wherein the Commercialization
aspects of the patent is applicable at the time of the submission of IP Disclosure Form.

I/we declare that by filing this Patent I/we are not voiding any agreement/MoU with
any third party,

Signature of Inventor(s) with Date and Name

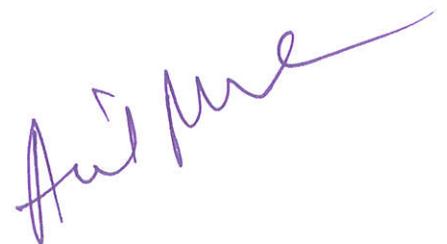
Forwarded by

(Head of the Department)

Recommended for formation of evaluation committee
(Chairperson IPR Standing Committee)







Form-02

Disclosure Form
(For consideration of Evaluation Committee)

Title of the Invention

Innovator(s) who have contributed to the invention, either independently or jointly with others:

Name:
Nationality:
Position:
Department:
Phone:
E-mail:

(Students are requested to give their home address and email)

Brief description of the invention

A. How does this invention relate to new processes, machines, compositions of matter, etc.?
Please cover the following points:

- (a) Describe the invention in detail for technical evaluation. Please include sketches, drawing, photographs and other materials that help to illustrate the description.
- (b) What is Novel in the invention?
- (c) What is the "Inventive" step in your invention? How is the step Non-obvious to a person from related fields?

B. Please attach a summary of your patent search.*

* The inventors should go through the Patent Search report carefully and write the difference between his / her invention and each contents of the patent search. For Patent search please contact : ipindiaservices.gov.in/publicsearch or IPR Cell.

C. Has the invention been tested experimentally? Make experimental data available.



Form-03

Evaluation Committee Formation

Name & Designation of Inventor(s):.....

Title:.....
.....

- | | |
|---|-----------------|
| 1. Chairperson, IPR Standing Committee | Chairperson |
| 2. Head of the Department | Convener |
| 3. Dean | Member |
| 4. Experts in the area of IPR | Member |
| 5. Inventor(s) for presentation and defence | Special Invitee |

Recommended by

(Head of the Department)

Forwarded by

(Chairperson IPR Standing Committee)

Approved

(Vice Chancellor)



Form-04

Report of Evaluation Committee

Name & Designation of Inventor(s).....

Title:

It is recommended

(a) whether the work is Industrially applicable, Novel, inventive and fit for filing in India and / or foreign countries (Yes / No /)

(b) Whether the work has potential for commercialization (Yes / No /)

If No to (a) and/ or (b) then please specify

.....
.....
.....

Name & signature of Committee Members:

Expert(s).....

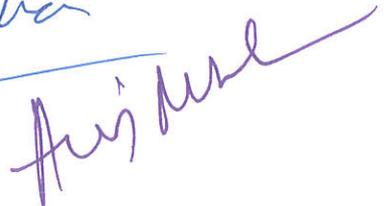
Head of the Department.....

Dean

Chairperson IPR Standing Committee.....

Approved / Not Approved

Vice chancellor

IPR Ownership (Mark the appropriate point)

A. Was the IP created with the significant use of funds or facilities of Lucknow University, Lucknow?

B. Was the IP created in the course of or pursuant to a sponsored/consultancy research agreement with Lucknow University, Lucknow?

C. Was the IP created as part of research leading towards a degree or otherwise?

D. Have you presented the invention in any conference, seminar, etc.? If yes, please give details.

E. Have you published the full/part of this invention? If yes, please give a copy of publications.

Commercial potential

1. Give brief description of:

(a) Possible end-users

(b) Input (Financial) required.

(c) Economic viability.

2. Please give a list of companies and contact details of the concerned person who can be contacted for initiating Technology Transfer/ Licensing.

S.No.	Name of Companies	Name of Contact person	Contact Number

Development stage:

A. In your opinion which of the following best describes the current stage of development of the invention as it relates to its marketability (indicate appropriate response):

(i) Embryonic (needs substantial work to bring market)

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Anil Mishra

(ii) Partially developed (could be brought to market with significant investment)

(iii) Off-the-shelf (could be brought to market with nominal investment)

B. Do you want to file a Patent under PCT Route in other countries?

• Yes

. No

*The University shall file patent under PCT route only in those cases wherein industry/company has exhibited Interest for commercialization PCT/ International filing is subject to availability of funds

Signature of Inventor with date

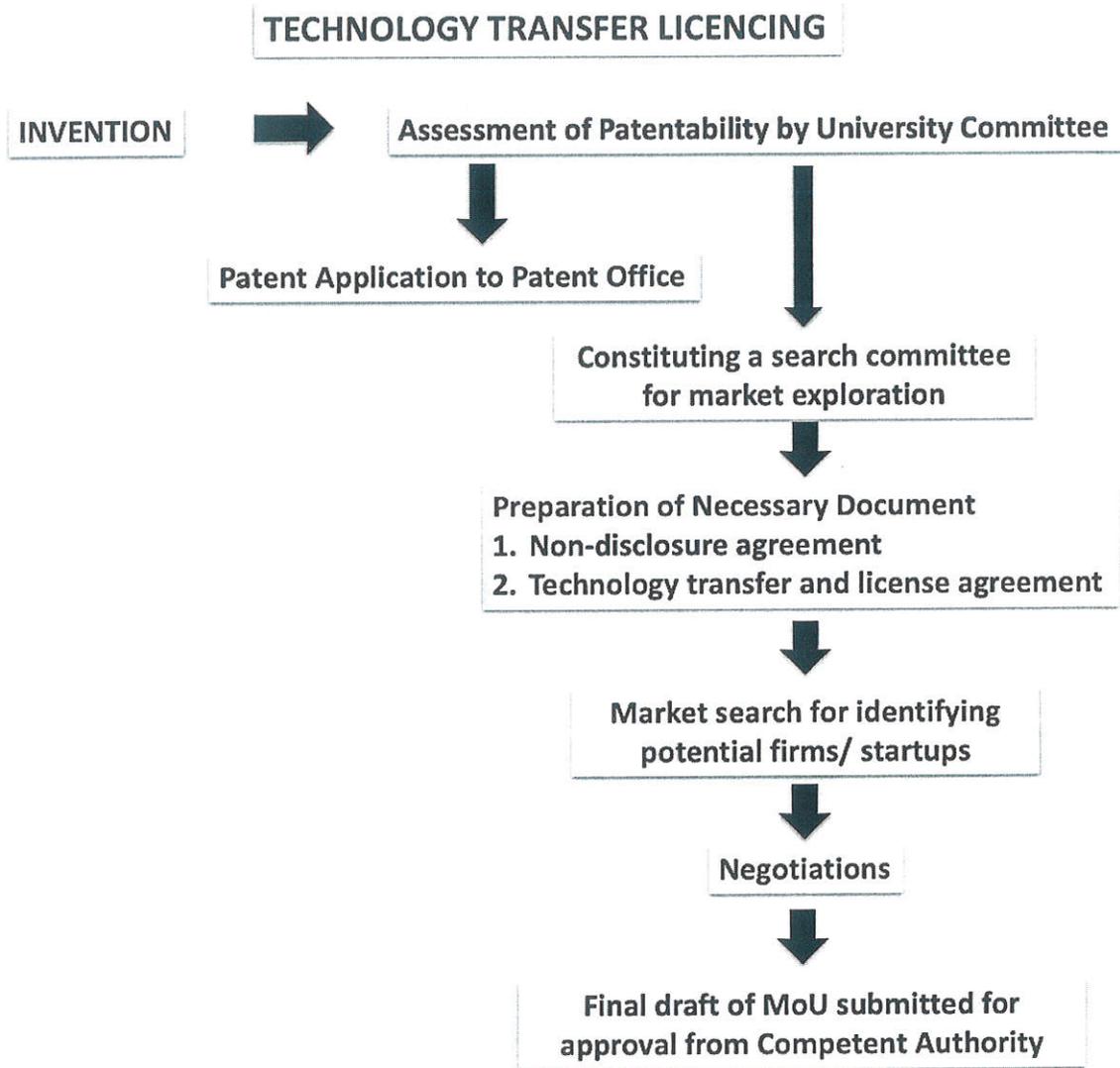
Signature of Inventor with date

Signature of Inventor with date

Signature of Inventor with



Annexure-02



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Rakesh Chandra

Anil Kumar

