

SANTOSH

Deemed to be University



3.5.1 Institution has a policy on IPR and consultancy including revenue sharing between the Institution and the individual, besides a training cum capacity building programme for teachers, students and staff for undertaking consultancy

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SANTOSH

Deemed to be University
(Established u/s 3 of the UGC Act, 1956)

**EXTRACT OF MINUTES OF THE 39th ACADEMIC COUNCIL HELD ON
07.08.2020, SANTOSH MEDICAL COLLEGE, GHAZIABAD, NCR DELHI.**

ITEM: 3

B. TO CONSIDER FRAMING OF GUIDELINES FOR INTELLECTUAL PROPERTY RIGHTS [IPR] POLICY - SANTOSH DEEMED TO BE UNIVERSITY.

The members of the Academic Council considered the Framing of Guidelines for Intellectual Property Rights [IPR] policy and **noted** the following:

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1. Santosh Deemed to be University is a Medical University, dedicated for excellence in Teaching, Research and Training. The activities of Research of the University consist of the faculty projects, students' projects, projects of supporting staff and a lot more for knowledge and intellectual exchange of ideas. In the evolving scenario of the World, awareness towards knowledge asset has gained momentum and consequently the Intellectual Property Rights Policy (IPR) has been a necessary aspect, which any Institution shall work on and set forth. Thus, the Intellectual Property Rights sets forth the directions as to how and through what means, the Knowledge asset shall be preserved and protected and at the same time encourage the faculty members, students and researches to initiate transfer of knowledge using Intellectual Property rights gained over the use of Novel Technology.

2. The purpose of framing the Intellectual Property Rights [IPR] Policy is to:

- a) Provide a conducive environment leading to development of intellectual property;
- b) Facilitate, encourage, promote and safeguard scientific investigation and research and the freedom of the scholars involved in R&D;
- c) Establish an IPR management policy and procedural guidelines for making available to the public the inventions and discoveries made in the course of research carried out in the institute.

3. The objectives of the IPR Policy are as under:

- a) To create public awareness about the economic, social and cultural benefits of IPRs among all sections of society
- b) To stimulate the generation of IPRs
- c) To have strong and effective IPR laws, which balance the interests of rights owners with larger public interest
- d) To modernize and strengthen service oriented IPR administration
- e) To Get value for IPRs through commercialization
- f) To strengthen the enforcement and adjudicatory mechanisms for combating IPR infringements
- g) To strengthen and expand human resources, institutions and capacities for teaching, training, research and skill building in IPRs

4 The types of IPR are as under:

The intellectual properties can be broadly listed as follows:

- **Patent:**

It is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something, or offers a new technical solution to a problem.

- **Copyright:**

It is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings.

- **Traditional Knowledge:**

The knowledge developed by the indigenous or local communities for the use of a natural resource with respect to agriculture, food, **medicine** etc. over a period of time and has been passed from one generation to another traditionally.

The members of the Academic Council after consideration the **minutes/recommendations** of the **Board of Studies** for **Framing of Guidelines for Intellectual Property Rights [IPR] Policy and approved** the same as under:

"1 ACTIVITIES LEADING TO INTELLECTUAL PROPERTY ARE AS UNDER:

- Researches taken up by a faculty / student / project staff / supporting staff / visitor in the normal course of his/her appointment/engagement at the University with funds coming from the University (including research projects undertaken by students under the supervision of the faculty member);
- Researches taken up by a faculty / student / project staff / supporting staff/visitor from funds coming from a sponsor such as Government of India, state governments, international agencies, or foreign governments, etc.;
- Collaborative research undertaken with other institutions including government departments and agencies and private companies located in India;
- International collaborative research with institutions and companies located outside India;
- Researches supported by companies and other private organizations through research projects or consultancy assignments; and
- Any combinations of the above.

2. CONSTITUTION OF IPR CELL

The IPR cell is constituted consisting of the following members:

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|---------------------------|---|--------------|
| 1. Vice-Chancellor | - | Chairperson |
| 2. Registrar | - | Member |
| 3. Dean Medical | - | Member |
| 4. Dean Dental | - | Member |
| 5. Medical Superintendent | - | Member |
| 6. Dean Research | - | Co-ordinator |

The IPR cell can be expanded / reconstituted to consist of senior faculty, junior faculty and other interested parties and will be responsible for formulating, administering, reviewing and modifying the IPR policy under the guidance of the Vice-Chancellor. The IPR committee shall be the Managing Committee, which will be responsible for evolving detailed procedures to facilitate implementation of IPR policy of the University. The IPR Committee shall meet at least once in a year and all issues pertaining to IPR shall be taken up and recorded properly.

3. FUNCTIONS OF THE IPR CELL ARE AS UNDER:

- a) Education of faculty, students, employees and other collaborators on the issue of IPR.
- b) Evaluation of ideas and innovations and their conversion from the conceptual stage to the deployment stage.
- c) Advisory role to inventors and innovators regarding the best method for protecting their IP.

4. POWERS OF THE IPR CELL ARE AS UNDER:

- a) To create and finalize procedures and guidelines for implementation of the IPR policy at Santosh Deemed to be University;
- b) To create and finalize draft agreements to facilitate IP protection by Santosh Deemed to be University. The chairperson of the IPMC will be authorized signatory on behalf of Santosh Deemed to be University to sign all agreements/power of attorney/MOU and all documents related to IPR & TT Division;
- c) To facilitate filing of IPs by both the Institute appointed body as well by individual faculty/Staff using their projects and other funding; and formulate programs for educating faculty / students / supporting staff / project staff/visitors about IPR and other associated issues;
- d) To decide on funding of any IPR application from Faculty /scientists/ students/ project staff/ supporting staff/ visitors of Santosh Deemed to be University;
- e) To redress any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy.
- f) To investigate the matter of violation/infringement of any intellectual property rights related to Santosh Deemed to be University and make recommendation to the Dean Research for the resolution of such violation/infringement.
- g) To deal with any relevant issues arising out of promotion as well as implementation of IPR policy.
- h) Any other task assigned by the appropriate authority (Dean Research, Governing body or Institute Body of the Institute) from time to time.

5. INVENTION DISCLOSURE

Inventor(s) desirous of protecting the IP associated with specific research or invention(s) should first ensure that it is not disclosed in a public forum and that any discussions/collaborations that have been conducted will not be available to the public. The invention(s) should then be disclosed in full to the University through the — Invention Disclosure Form obtained from

the University IPR Cell. The form may be submitted to the office of the Santosh Deemed to be University. The Invention Disclosure Form is to be treated as a – confidential document by both the inventor(s) and the University offices.

6. EVALUATION FOR IP PROTECTION

The University, either directly or through agent(s) appointed for the specific purpose, shall investigate the invention(s) for authenticity, potential for IP protection and / or commercial exploitation and submit an evaluation report to the **Research Dean** within 3 months. The decision of the University shall be final regarding the application for IP protection for the specified invention(s). If the invention(s) is found fit for IP protection, University shall undertake the procedure for filing for IP protection under the appropriate category (patent / copyright / traditional knowledge) and the same shall be communicated to the inventor(s). In any case, the decision of the University shall deem final.

7. FEES FOR PATENT APPLICATION

The University shall bear all the expenses related to IP protection both the filing for protection and the maintenance of the protection through appropriate yearly fees.

8. PATENTS UTILIZATION

The University shall normally retain all the rights for the usage of the patents including, licensing an invention for purposes of commercial venture/proposition and shall execute appropriate agreements for the same with an external agent/ manufacturer/ industrial partner. In case, University decides not to pursue the commercialization of a specified invention within 2 years of full invention disclosure and filing for patents, the inventor(s) shall be eligible to apply for waiver/transfer of ownership in favour of the inventor(s). In such cases, the maintenance of patents through appropriate fees and usage of the patents shall become the privilege of the inventor(s).

9. IP INFRINGEMENT

In case of violation/infringement of any Intellectual Property Rights such as patent infringement by the faculty /students/project staff/ supporting staff/visitors or any third party infringing upon the IPR of Santosh inventor, the Santosh Deemed to be University would create an appropriate administrative body, which would first investigate the matter and make recommendations to the Vice-Chancellor through Research Dean for resolution of such violation/infringement. In case of any third party infringing upon IPR of Santosh, the above administrative body would

investigate and make recommendations to the Vice-Chancellor including need for any legal course of action.

10. OWNERSHIP OF IP GENERATED IN SANTOSH DEEMED TO BE UNIVERSITY

- a) The setting in which the invention is made is generally used to assign appropriate rights to the respective stakeholders. This document will only deal with inventions associated with Santosh Deemed to be University.
- b) When the invention(s) has been done by Santosh Deemed to be University Employee(s)/Student(s) as a part of their usual duties and responsibilities
 - o The ownership and all the IP rights of the invention will be assigned to Santosh Deemed to be University.
 - o Santosh Deemed to be University will have all the rights to decide on whether to protect the invention with a patent/trademark/copyright. Similarly, licensing, technology transfer, commercialization rights shall also be retained by Santosh Deemed to be University.
 - o If IP protection is to be undertaken, Santosh Deemed to be University shall bear all the costs for the same and shall refund any expenses incurred by the inventor undertaken for IP protection.
 - o However, to encourage the inventor(s), any benefit of commercialization will be shared with the inventor(s) based on the prevailing policy.
 - o When Santosh Deemed to be University infrastructure/facilities (which include working hours) have been used during the creation of the invention, the usual policy of royalty-sharing will be followed.
 - o If the inventor has not utilized the time, funds or facilities of Santosh Deemed to be University, the University can assign a larger share of the revenues to the inventor(s) with the sanction of the Vice Chancellor.
- c) When the invention(s) by Santosh Deemed to be University Employee(s) / Student(s) are not part of their duties/responsibilities and have been undertaken out of working hours, Santosh Deemed to be University shall not retain any ownership or rights over the invention(s). Santosh Deemed to be University may choose to assist the inventor(s) in terms of IP protection (procedures and funds) and

licensing / commercialization efforts. The revenue sharing in such cases shall be negotiable.

- d) When Santosh Deemed to be University Employee(s)/Student(s) collaborate with external Institution(s)/Agencies, the ownership and rights shall be assigned according to any existing MoU's/Agreements between the University and the external Institution(s)/Agencies. In case there are no pre-existing MoU's/Agreements between the University and the external Institution(s)/Agencies, the ownership and rights assignment will be negotiable subject to the approval of the Vice Chancellor or any committee set up for this purpose.
- e) Sponsor(s) shall not be assigned any IP ownership or rights irrespective of the extent of support they provide. The assignment of ownership and IP rights will be done according to the above three clauses. The sponsor(s) will be eligible to claim a share of any revenue generated from the invention which shall be negotiable and proportionate to the support provided for the development and/or refinement of the invention, subject to the approval of the Vice Chancellor or any committee set up for that purpose.
- f) Manufacturer(s) / Industry Partner(s) shall normally not be assigned any ownership of the IP. They shall be assigned licenses or technology transfer agreements to manufacture the invention on a large scale. The royalty sharing shall be negotiable based on the support provided during the initial stages of product development and the investment made in terms of production designing, manufacturing cost, publicity, marketing and sales, subject to the approval of the Vice Chancellor or any committee set up for that purpose. Normally, the inventor(s) shall receive a share not less than 5% of the net profit.

11. ROYALTY SHARING

The income generated by licensing / assigning of IPR or on receipt of royalties associated with technology transfer / specific innovation programs after deducting the all expenses shall be divided as follows:

- a) 60% (sixty percent) of the revenue shall go to the Inventor(s); the share of each inventor may be decided by the Lead Inventor.
- b) 20% (twenty percent) shall go to Santosh Deemed to be University for administration charges.

c) 10 % (ten percent) shall go to the Investor(s) **if any** and 10 % (ten percent) to the IPR Cell of the University or 20% (twenty percent) shall go to IPR Cell of Santosh Deemed to be University for promotion of IPR activities for the innovation without Investor(s)".

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**EXTRACT OF MINUTES OF THE 39th ACADEMIC COUNCIL HELD ON
07.08.2020, SANTOSH MEDICAL COLLEGE, GHAZIABAD, NCR DELHI.**

ITEM: 3

C. TO CONSIDER FRAMING OF GUIDELINES FOR CONSULTANCY POLICY - SANTOSH DEEMED TO BE UNIVERSITY.

The members of the Academic Council after consideration the **minutes/recommendations** of the **Board of Studies** for **Framing of Guidelines For Consultancy Policy and approved** the same as under:

- 1.** That the “**Consultancy Services**” i.e. the application of existing knowledge, expertise and skills to offer services to third parties on contract basis including external appointments and teaching commitments undertaken.
- 2.** That the “**Private Consultancy Services**” i.e. Consultancy Services undertaken in strictly personal and private capacity of the consultant, without involving any direct or indirect use of the University’s resources, name, logo, professional indemnification insurance coverage, and with no liability to the University subject to the following terms and conditions:
 - The Private University confirming that Consultancy Services can be undertaken without harming the faculty member’s academic, research or administrative duties, and that the services will not adversely affect the workload of other faculty members.
 - The services do not fall within the academic, research or administrative expertise of the faculty Member for which he or she is employed or engaged by the University, unless the Vice Chancellor has given prior approval for such services to be provided.
 - University resources, such as laboratories, meeting rooms, IT equipment, software, databases or email, will not be used for the purpose of providing Private Consultancy Services.

- The faculty member assumes full legal and financial responsibility for the services proposed to be provided, including insurance requirements (if any), all tax and similar payments due on his or her earnings, and any insurance requirements. The University will not provide professional insurance or any other insurance for any Private Consultancy Services.
- The prohibitions expressed in this clause and the provisions under which Private Consultancy Services may be performed are essential to protect the University from potential liability, to protect the University's Intellectual Property, and to ensure compliance with University's policies governing conflicts of interest. Accordingly, any Violation of above clause shall be grounds for a disciplinary action against the concerned faculty member.

3. That the "**University Authorized Consultancy**" i.e. Consultancy Services provided pursuant to a contract entered into by the University in which Consultancy Services are provided by a faculty member within his or her area of academic, research or administrative expertise. Such Consultancy Services shall be authorized by the University and may involve the use of University resources, such as professional indemnification insurance, intellectual property ("**IP**") and other resources. The procedure for the same is as under:

- a. University Authorized Consultancy Services are only permitted in relation to services where the work involved as the service provider is distinct from any project or other assignment undertaken by a faculty member for or on behalf of the University.
- b. A faculty member will only agree to provide University Authorized Consultancy Services with the written consent of the University and in accordance with terms and conditions approved by the University.
- c. The University may approve provision of Consultancy Services by a faculty member only if such services can be undertaken without harm to the faculty member's academic, research or administrative duties, and if the services will not adversely affect the workload of other faculty members.
- d. The maximum days that may be devoted by a faculty member towards University Authorized Consultancy Services shall be 20 (twenty) days per annum or such additional days as may be approved by way of a special permission obtained from the University.

- e. The Dean Research's recommendation and Vice-Chancellor's approval will be required for offering any University Authorized Consultancy Services to ensure compliance with cost recovery guidelines, protection of the University's IP, and the appropriateness of contractual terms including those relating to liability and IP of the University.
- f. Charges for the use of University resources for providing University Authorized Consultancy Services will normally be based on the full cost of resources involved, as determined by the IPR Cell and agreed in writing by the faculty member and the University.
- g. The Vice-Chancellor may, in his / her discretion, decline to offer University's support for any Consultancy Services, but allow the faculty member to provide Private Consultancy Services.
- h. Unless justified and recorded in writing, University Authorized Consultancy Services will not be allowed in the following circumstances:
 - When the Consultancy Services are towards supporting projects, including research projects, being carried out by the University; or
 - When provision of such Consultancy Services would contractually preclude the University or its faculty members from engaging in other research or other Consultancy Services.
- i. All faculty members shall annually declare, in writing, the number of days spent by them on University Authorized Consultancy Services, and comply with all relevant University policies governing conflicts of interest or intellectual property.

4. COMPENSATION FOR UNIVERSITY AUTHORIZED CONSULTANCY SERVICES

Any income, fees or compensation received pursuant to University Authorized Consultancy Services shall be allocated in the following manner:

- a. The faculty member providing Consultancy services that are involving University resources will receive 30 (thirty) percent and remaining 70 (seventy) percent shall be utilized towards other expenses incurred like illustration purposes, procurement costs, payments to sub-contractors, leasing of supplied, consumables, bench fees etc., by the University.
- b. The faculty members providing Consultancy services that are not involving University resources shall receive 70 (seventy) percent as

Consultancy Fee and the remaining 30 (thirty) percent shall be for the University for authorizing the services.

5. It is stated that "**Other Services**" i.e. any ancillary and occasional use of a faculty member's academic expertise and knowledge in a manner, and includes guest lecturing, serving on scientific advisory boards, research councils and / or other professional associations, etc. shall **NOT** be covered under this policy.

6. APPLICATION FOR UNIVERSITY AUTHORIZATION OF CONSULTANCY SERVICES

The faculty members shall apply for consideration of above Consultancy Services to the Dean Research. The Dean Research after consideration of such requests shall submit to the Vice-Chancellor with his / her comments for further necessary action.

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