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गंगटोक, सिक्किम, भारत  
फोन-03592-251212, 251415, 251656  
टेलीफैक्स -251067  
वेबसाइट - [www.cus.ac.in](http://www.cus.ac.in)



सिक्किम विश्वविद्यालय  
SIKKIM UNIVERSITY

6<sup>th</sup> Mile, Samdur, Tadong -737102  
Gangtok, Sikkim, India  
Ph. 03592-251212, 251415, 251656  
Telefax: 251067  
Website: [www.cus.ac.in](http://www.cus.ac.in)

(भारत के संसद के अधिनियम द्वारा वर्ष 2007 में स्थापित और नेक (एनएएसी) द्वारा वर्ष 2015 में प्रत्यायित केंद्रीय विश्वविद्यालय)  
(A central university established by an Act of Parliament of India in 2007 and accredited by NAAC in 2015)

Ref. No. SU/REG/F-1/12/2020/Vol-I/ 431

Date: 7<sup>th</sup> August 2023

## Notification - 89 /2023

As per the approval of the Academic Council given in its 27<sup>th</sup> meeting held on 28<sup>th</sup> August 2020, the Guidelines on Intellectual Property Rights 2020 to be adopted at Sikkim University are notified herewith for information and reference of all concerned. The Guidelines on Intellectual Property Rights 2020 and The Invention Disclosure Form are enclosed along with this Notification.

(K.V.S. Kameswara Rao)  
Registrar

कुलसचिव  
REGISTRAR

सिक्किम विश्वविद्यालय  
SIKKIM UNIVERSITY



### Distribution:

1. PS to VC for kind information of the Vice-Chancellor
2. PS to Registrar
3. Finance Officer
4. Controllor of Examinations
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## सिक्किम विश्वविद्यालय SIKKIM UNIVERSITY

(भारत के संसद के अधिनियम द्वारा वर्ष 2007 में स्थापित और नैक (एनएएसी) द्वारा वर्ष 2015 में प्रत्यायित केंद्रीय विश्वविद्यालय)  
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संदर्भ सं. SU/REG/F-1/12/2020/Vol-I/ 431

दिनांक: 7 अगस्त 2023

### अधिसूचना - 89/2023

दिनांक 28 अगस्त 2020 को आयोजित शैक्षणिक परिषद की 27वीं बैठक की मंजूरी के अनुसार, सभी संबंधितों की जानकारी एवं संदर्भ के लिए सिक्किम विश्वविद्यालय द्वारा अंगीकृत बौद्धिक संपदा अधिकार 2020 के दिशानिर्देश को अधिसूचित किया जाता है। बौद्धिक संपदा अधिकार 2020 पर दिशानिर्देश और आविष्कार प्रकटीकरण फॉर्म इस अधिसूचना के साथ संलग्न हैं।

#### वितरण :

1. कुलपति के सूचनार्थ कुलपति के निजी सचिव
2. कुलसचिव के निजी सचिव
3. वित्त अधिकारी
4. परीक्षा नियंत्रक
5. पुस्तकालयाध्यक्ष
6. डीन, सभी अध्ययन विद्यापीठ
7. डीन, छात्र कल्याण
8. सभी विभागों के अध्यक्ष/प्रभारी
9. संयुक्त कुलसचिव (शैक्षणिक)
10. सिस्टम एनालिस्ट, वेबसाइट में आवश्यक अपलोड करने हेतु
11. कार्यालय प्रति
12. सुरक्षा फाइल

कामेश्वर राव  
(के.वी.एस कामेश्वर राव)

कुलसचिव

कुलसचिव  
REGISTRAR  
सिक्किम विश्वविद्यालय  
SIKKIM UNIVERSITY



# SIKKIM UNIVERSITY



## Guidelines on Intellectual Property Rights, 2020

### 1. PREAMBLE

Sikkim University was established in 2007 through an Act of the Parliament of India. The objects of the University are to disseminate innovative knowledge and wisdom by teaching and research activities. In the process, it is necessary that the knowledge generated through teaching, research, and collaborative arrangements gets translated into Intellectual Property Rights (IPR). Hence, the University has proposed to formulate a policy on Intellectual Property Rights policy and guidelines on Patents. In order to establish the respective rights and obligations of the University, its faculty, students, and other employees in intellectual Property of all kinds, the University is adopting the Intellectual Property Policy (hereinafter referred to as the “Policy”). The policy shall govern the Intellectual Property Rights of the University, faculty members, students and others in the work, product, ideas and inventions that may be created in the course of the performance of various activities of the University. The IPR policy also aims at creating a strong IP Eco in Sikkim as per the socio-economic objectives laid down in the National IPR Policy 2016.

### 2. OBJECTIVES

The main objectives of framing the Intellectual Property Policy are:

- To promote, preserve, encourage and facilitate scientific investigation and research;
- To provide an organizational structure and regulate the procedures through which inventions and discoveries made under the auspices of the University may be available to the public at large.
- To encourage researchers to evolve innovative technology and skill development.

- To determine the rights and obligations of the University, creators of intellectual property and their sponsors with respect to inventions, discoveries and works created at the University;
- To ensure that all stakeholders in an Intellectual Property shall comply with laws in force and directives of Government issued from time to time in this regard.
- To enable the University to get sponsored research projects and the funding of research at all levels;
- To enhance the reputation of the University as an academic/research institution.

### **3. COMMENCEMENT OF THE IPR POLICY**

**3.1** The Policy shall come into effect from the date of approval granted by the competent authority of the University.

### **4. DEFINITIONS**

**4.1** In the Policy, unless the context otherwise requires:

(i) Definition of patent and invention:

- A patent is an exclusive right given to the inventor or his assignee by the Government to exclude others from making, using, selling and importing the invention for a period of 20 years in exchange of complete disclosure of the invention. Patents are granted for products and/or processes. One patent is granted for one invention.
- An inventor is a person who invented the invention for the first time. An assignee is a person or a company or an institute, to whom the invention has been assigned to. An application for a patent can be made by an inventor or an assignee, who is called an applicant. The applicant will have all the rights over the invention.
- Invention means a new product or process involving an inventive step and capable of industrial application (The Patent Act, 1970 section 2(1)j).
- Patent rights are territorial. If a patent is obtained in India, it is effective only in India.

**(ii) Definition of Copyright and other IPR issues:**

- Copyrights are exclusive legal rights granted to the creators of creative work. Owner of the copyright works has the right to publish, translate and reproduce the work.
- Literary and artistic works, dramatic and musical works, sound recordings, aesthetic creations, cinematographic works are works covered under copyrights.
- Literary work includes computer programme, tables and compilations including computer databases (The Copyright Act, 1957 section 2(o)).
- Registration is not mandatory for copyrights work, but enforcement will be easier in cases of infringement, if the work is registered.
- Duration of copyrights is author's life and 60 years in case of literary, dramatic, musical and artistic works, and 60 years in case of sound recordings and cinematographic works.

**(iii)** "Assignment" means the transfer of rights or title in the Intellectual Property in writing.

**(iv)** "Sikkim University" or "the University" shall mean Sikkim University established under the Sikkim University Act 2007 and to any other entity associated with it.

**(v)** "Creator(s)" mean the faculty and staff of the University, and other persons engaged in research process in the University.

**(vi)** "Confidential Disclosure" means restrictions imposed on disclosure by an agreement between the party disclosing and recipient parties, in a Research or License Agreement.

**(vii)** "Direct expenses" are the expenses associated with the development, protection, maintenance and licensing of intellectual property, excluding the regular payment of salaries or other overhead costs of the University.

**(viii)** "Educational Materials" means the educational content tools and techniques used for the delivery of content, including materials developed for traditional "face to face" classroom courses, as well as other delivery methods such as web-based delivery or any other distance learning medium.

**(ix)** "Invention Disclosure" means a written description of an invention that is confidentially made by the inventor and submitted to the University.

**(x)** "Know-how" means the knowledge, innovations, practices, expertise, processes or procedures, regarding the use of a material, product or resource, or the practice of a method, for a particular purpose.

- (xi) “Substantial use of University facilities or resources” means the regular and non-casual utilization of University facilities, equipment, personnel or other resources owned by the University.
- (xii) “University Research” means any research or development activity which is undertaken by the University, or which is related to duties and responsibilities for which a person is compensated by the University, or which is conducted while making substantial use of University facilities, or resources.
- (xiii) “University Resources” means all tangible resources provided by University to Creators, including office, lab, studio space and equipment; computer hardware, software, support; secretarial service; research, teaching, and lab assistance; supplies; utilities; funding for research and teaching activities, travel; and other funding or reimbursement, and shall not include payment of regular salary, insurance, or retirement plan contributions paid to, or for the benefit of, Creators.
- (xiv) “IPM Cell” means the semi legal body to be constituted by the University under clause 6

In the Policy, unless the context otherwise requires, any reference to the terms and phrases shall be construed in reference to the relevant Acts (legislated for protection of Intellectual Property Rights) or Rules framed there under and Government directives issued from time to time.

## **5. SCOPE OF THE POLICY**

**5.1** The Intellectual Property Policy shall apply to all regular faculty members, non-teaching staff, students, and post-doctoral fellows of the University.

## **6. IPR POLICY ADMINISTRATION**

**6.1** The University shall constitute a Intellectual Property Management (IPM) Cell which shall consist of a chairperson and five members who shall be nominated by the Vice-Chancellor as follows :

- Chairperson: Professor of the University
- Three internal members from the University, one preferably from Department of Law of Sikkim University
- Finance Officer

- 6.2** The tenure of the Chairperson and the members of the Committee shall be for three years.
- 6.3** Three members shall constitute the quorum of the IPM Cell.
- 6.4** Chairperson of IPM Cell shall be authorized to sign all Material Transfer Agreements on behalf of the University.
- 6.5** In case, the Chairman of the IPM Cell be an applicant for patent file or related issue, the senior most faculty member among internal members of the IPM shall Chair the meeting till the final decision of the IPM.
- 6.6** In case any member of the IPM Cell be an applicant for patent file or related issue, the concerned member shall not be allowed to attend the meeting till the final decision of the IPM.
- 6.7** Office of the IPM Cell shall be managed by a staff (full/part-time to be appointed by the University, who shall report to the Chairperson of IPM Cell.

## **7. PROCEDURES FOR IP PROTECTION**

- 7.1** Any employee(s) of the University desirous of filing a patent application in connection with the innovative work done by her/him/them should follow the procedure outlined below:
- a) The Innovator shall prepare Disclosure form for Filing Patents/Copyrights/IPR, and shall submit to IPM Cell.
  - b) Forward a proposal in a prescribed format of the University for filling patent outlining the main highlights of the invention to the Chairperson, IPM Cell, for preliminary evaluation.
  - c) The application shall be processed by the office of the IPM Cell as per the IPR Policy of the University.
  - d) If the proposal is found to be patentable after examination, it shall be conveyed to the inventor applicant, and she/he shall be advised to seek the professional help and guidance of the University empaneled patent attorney.
  - e) All inventions submitted shall be reviewed by two independent reviewers to know the suitability for filing in India and other jurisdictions. The cell may directly recommend Indian filing on the basis of the recommendation from the reviewers and other particulars without requiring the applicant to make presentation.
  - f) Apart from the techno-legal evaluation as to the patentability of the invention for Patent

Cooperation Treaty (PCT) filing, the IPM Cell may also look into the marketability and commercial viability of the invention.

- g)** Where the applicant has made request solely for Indian filing, the IPM Cell may at its own consider filing in other jurisdictions, if the Cell deems the same fit and proper on exceptional grounds. In that event the applicant may be requested to furnish such additional information and make presentation before the Cell to help the Cell to further assess the justifiability of filing.
- h)** Where the applicant has made a request for filing in other jurisdictions, the Cell may request the applicant to furnish such additional information and make presentation before the Cell to justify such filing.
- i)** The patent attorney will conduct a patentability/prior-art search and report the same to the IPM Cell.
- j)** The IPM Cell shall assess the application, based on a feedback from the patent attorney.
- k)** If the invention is found to be patentable, it will be recommended for patenting by the University, the applicant shall be requested to have further discussion/interaction with the patent attorney for completing formalities for filing the application in India Patent Office.
- l)** The IPM Cell shall bear the entire cost of filing the Indian Patent.
- m)** The University shall maintain an Indian patent for a maximum period of 10 years. Sincere efforts on the part of the inventor must be initiated during this time span to commercialize the invention.
- n)** Within 12 months of filing the Indian patent, the inventor may opt to file a PCT application for international protection of her/his IP.

For this, the inventor applicant must approach the Chairperson, IPM Cell with a formal request seeking permission for filing a PCT application. Once the PCT is filed, the inventor gets 30 months to file foreign country specific patent application. The University at its discretion may allow the inventor to file a country specific application in ONLY one of the countries like, USA, Australia, Japan, South Korea, China, European Union etc. (subject to verification from Ministry of Education and Ministry of External Affairs). The foreign patents will be maintained by the University for a period of 10 years only.



## 8. PATENTS

(i) An invention is patentable when it satisfies the following criteria.

- It should be novel
- It should involve an inventive step
- It should be capable of industrial application
- It should not fall under statutory exceptions (such as, well established natural laws, anything seriously harmful to humans or animals, scientific principles, mere discovery of already known compounds without enhanced efficacy, new property of a known substance, mere admixtures (as opposed in synergistic mixtures) and processes; mere arrangement or rearrangement of a known device; method of treatment of human beings/animals; plants, animals parts thereof; computer program per se; method of agriculture or horticulture; traditional knowledge as such; Inventions related to Atomic Energy etc.).

(ii) Intellectual Property (IP) to be developed by the University researcher shall be owned by the University, with the researcher(s) explicitly named as inventor(s). Thus, SU shall be the sole assignee of the patent if the invention arises out of the use of resources of the University.

(iii) IP generated by an employee/student/researcher of the University shall always be the property of the University whether University resources are used or not. The University shall thus be the assignee while the researchers shall be the inventors. Where a patent is applied for, the inventors shall agree to maintain secrecy and confidentiality of all relevant details of IP until the patent application has been filed.

(iv) The University shall be the sole assignee of IP created through sponsored research where the sponsor does not claim IP rights. Prior to filing patent, the inventor needs to take a No Objection Certificate from the sponsor clearly stating that they do not wish to claim IP rights.

(v) In the case the sponsor desires to claim IP rights, the University and the sponsoring agency shall be joint assignee of the IP.

(vi) If the invention involves use of the University resources, and the IP is created while the employee/student was on assignment/sabbatical to a different institution, then the

University and the other institution shall be the joint owners/assignees of the IP created with the employee/student concerned named as the inventor in the patent application.

**(vii)** Where research has been sponsored by a government agency/autonomous body, and no prior agreement exists on sharing of IP, then the licensing of patents, and the revenue sharing on the event of its commercialization shall be negotiated between the sponsor and the University.

**(viii)** Royalty/financial gains accruing from the commercialization of the University owned IP shall be shared between the University (25%) and the inventors (75%).

## **9. SPONSORED RESEARCH**

When a researcher in the University does a research leading to invention/discovery /creation or when a public funding agency funds such research in the University there is no need for an agreement to be drafted and executed. However, when an Industry, Company, Foundation or Trust provides full funding beyond the available resources and equipment in the University, an agreement between the University, Principal Inventor and authorized representative of the Funding Agency (Company, Industry, Trust or Foundation) must be executed in each case before such sponsored research is taken up, defining the terms on conditions of ownership of IPR. The IP generated from research projects sponsored by external agencies shall be owned by SU and the sponsoring agency jointly. In the case the sponsoring agency agrees to be an assignee in the Patent of the concerned IP, it shall bear 50% of the filing and processing cost. After the grant of the Patent the protection cost shall be borne by the two parties equally. The sponsoring agency may decide to forego the rights to the IP and in that case, it shall issue a written declaration to that effect. Ownership of any IP that is created in the course of research/teaching or any other academic pursuit funded by a sponsor pursuant to a grant or research agreement or which is subject to a material transfer agreement, confidentiality disclosure agreement or other legal obligation affecting ownership, shall be governed by the terms of the grant or agreement, as approved by the funding institution. Further, where the University is a co-owner of the IP with one or more institutions, and where the commercial interest is shared between the participating institutions, the patents shall be owned jointly (they shall be co-assignees of the patent),

and the rights to use the invention, and the distribution of royalties arising thereof is required to be negotiated among the participating institutions, after disclosure of confidentiality of the invention, but before the patent application is filed.

**10. CREATIVE WORKS AND INVENTIONS** (Software, Art works, Designs, Devices, Instruments, machines, Molecular Drugs, integrated circuits, Sensors, Chemical, Biological and Pharmaceutical Formulations)

- a) The University shall be entitled to hold the Intellectual property Rights (IPR) to all software and hard wares, integrated circuit layouts, electronic, magnetic, optical or mechanical sensors, and electronic devices created/designed by any individual, or a group of individuals working for or on behalf of the University. In the case of sponsored research, the IPR shall be jointly owned by the University and the sponsoring agency.
- b) The University shall be entitled to own the IPR of all molecular drugs, chemical, biochemical, biological and pharmaceutical formulations developed by any individual, or a group of individuals working for or on behalf of the University. This shall also cover all microbial strains and their derivatives. In the case of sponsored research, the IPR shall be jointly owned by the University and the sponsoring agency.
- c) The IPR of any art work or design created by any individual, or a group of individuals working for or on behalf of the University shall be owned by the University.
- d) The University shall hold the IPR to any instrument, machine or device designed/made by any individual, or a group of individuals working for or on behalf of the University
- e) Software, art works, designs, devices, instruments, machines, integrated circuit layouts, sensors, chemical, biochemical, biological and pharmaceutical formulations created by any individual, or a group of individuals without use of the University resources, and not connected with the profession for which she/he/they is/are employed at the University shall be owned by the inventor(s)/creator(s). In order to claim this relaxation, the inventor(s)/creator(s) shall have to seek approval of the competent authority that the invention/creation in question is not connected with the profession for which she/he/they is/are employed at the University, and the University resources were not used for the same.

## **11. THESES, TERM PAPERS AND RESEARCH REPORTS**

(a) **MPhil/PhD Thesis:** The experimental/field survey data (and their derivatives) contained in the thesis have been considered as a rich source of IP. Therefore, it is pertinent that the supervising faculty and the student must jointly own the copyright of the thesis, which the student submits for the fulfilment of the requirements for the award of MPhil/PhD degree. The supervisor and the student shall allow the University to retain a copy of the thesis in both hard copy and electronic form for keeping in the library of the University for Academic Use. Further, it is required that the supervising teacher and the student shall grant a non-exclusive, non-transferable, royalty-free license to the University for partial or full use of the thesis for non-commercial and academic activity only. All usage under this clause shall be governed by the relevant fair use provisions laid down by the Indian Copyright Act in force at the time of submission of the thesis.

In the case the student and/or the supervisor wishes to file a patent based on the invention(s) of products or procedures described in the thesis, they are entitled to request the University to restrict access to the thesis for a limited period and not to disclose any part of thesis to any person(s) without their written authorization for a maximum period of one year from the date of submission of the thesis, or filing a patent, whichever is earlier. The University shall be the assignee of any patent arising out of this thesis while the teacher and the student concerned will be the co-inventors. In the case, the thesis work was carried out with the support of a grant received from a sponsoring agency; the sponsoring agency will be normally a co-owner of any IPR arising out of this thesis.

(b) **Intellectual Property Rights arising out of Consultancy:** Sometimes faculty/research staff of the University obtains consultancy offers from Industry/Commercial establishments. Operation of all consultancy assignments shall be channelized and administered centrally by a designated Cell of the University.

Any intellectual property arising from the consultancy project shall be jointly owned by the University, and the consulting firm. They shall be co-assignee of any patent generated from the said IP. The consultant(s) shall be the inventor(s) of the patent concerned. The total cost incurred in acquiring the patent, and its maintenance shall be borne equally by the two parties. The royalty arising from the

Commercialization of patent generated through consultancy shall be distributed following the procedure as determined by the University Consultancy rules. The faculty/research staff who is engaged in the consultancy work shall not be in conflict with their primary responsibility towards the University, and they should clearly make their University obligations known to consulting firm prior to accepting consultancy assignments.

## **12. COPYRIGHTS**

Copyrights are exclusive legal rights granted to the creators of creative work. Owner of the copyright works has the right to publish, translate and reproduce the work. The issue related to Copyrights ownership and protection will be governed by the Indian Copyrights Act in force at that time. However, in the context of Copy Right, the following guidelines will be followed:

- a) The University shall be the owner of the copyright of all teaching materials/methods developed by the University personnel as a part of any of the academic programs of the University. However, the author concerned will have the right to use the material in his/her academic pursuits.
- b) Any copyrightable work generated as a work for hire shall belong to the University.
- c) The University shall be the owner of the copyright of the work generated in the area of specialization of the University personnel, which includes software created with the use of University resources, other than a literary work.
- d) The student and her/his supervisor(s) shall jointly own the copyright of the thesis/dissertation/project report/term paper written by a student. However, the University shall be entitled to a non-exclusive, non-transferable license to use the work within the University for non-commercial purposes, or to possess a limited number of copies for such purposes, whichever is relevant.
- e) The University shall be the owner of the copyright of the work produced by a non-University personnel, where the work concerned is created through the association with any activity of the University, and/or with the intellectual contribution received from any University personnel. However, the authors of such work shall have the right to use the material in her/his professional capacity.

- f) If the work is produced during the period of sponsored and/or collaborative activity, specific provisions related to IP, made in contracts governing such activity, shall determine the ownership of IP.
- g) If the work is not related to the domain area of the University personnel and does not involve the use of University resources, then the University shall have no ownership right in that work.
- h) The University shall not own the copyrights of works such as books, articles, monographs, lectures, speeches, video presentations and other communications produced by the University Personnel where the University resources are not used.
- i) Copyrights are exclusive legal rights granted to the creators of creative work. Owner of the copyright works has the right to publish, translate and reproduce the work.
- j) Literary and artistic works, dramatic and musical works, sound recordings, aesthetic creations, cinematographic works are works covered under copyrights.
- k) Literary work includes computer programmes, tables and compilations including computer databases (The Copyright Act, 1957 section 2(o)).
- l) Registration is not mandatory for copyrights work, but enforcement will be easier in cases of infringement, if the work is registered.
- m) Duration of copyrights is author's life and 60 years in case of literary, dramatic, musical and artistic works, and 60 years in case of sound recordings and cinematographic works.

### **13. DEPOSITION OF THE BIOLOGICAL CULTURES**

The Biological Diversity Act, 2002 is an Act of the Parliament of India for preservation of biological diversity in India, and provides mechanism for equitable sharing of benefits arising out of the use of traditional biological resources and knowledge. All biological cultures, including microorganisms, cell lines, plants/plant products and animals/animal products, isolated from the environment or genetically modified during the course of study by the faculty/students/staff/project staff/research associates shall be governed by Biodiversity Act, 2002 of Government of India. Biological cultures must be deposited at the concerned Departments/laboratories where the supervisor/inventors belong to the University under intimation to IPM Cell which shall maintain a record of the same. These cannot be used for any academic purpose without the written consent of the

inventor(s). For any commercial exploitation of the same appropriate approval from IPM Cell must be obtained.

#### **14. PROTECTION OF BIODIVERSITY AND TRADITIONAL KNOWLEDGE and FOLKLORE**

1. The University abides by the national laws on biodiversity and traditional knowledge framed by the Government from time to time.
2. Inventor(s) has/have to make sure that the conditions laid down under the national laws on biodiversity and traditional knowledge are not violated during the course of obtaining any IP protection or any use of such knowledge.

#### **15. COMMERCIALIZATION OF IP**

The University encourages commercialization of Intellectual Property Rights through the grant of exclusive/non-exclusive licenses, or assign its ownership rights to third parties/ inventors safeguarding the interests, financial or otherwise, of the University.

- a. When a third party is interested in commercializing an IP they may apply to the Chairperson, IPM Cell for the same. The third party must demonstrate technical and business capability to commercialize the IP.
- b. The University shall be entitled to charge a license fee for transfer of the technology. The third party will be required to sign a confidentiality agreement undertaking to maintain the confidentiality of all information disclosed
- c. Confidentiality agreement shall continue to be in force even if the commercialization process fails at any stage.
- d. The assignment or license may be subject to additional terms and conditions, such as revenue sharing with the University or reimbursement of the cost of statutory protection, when justified by the circumstances of development of the IP licensed. If the University finds that the third party has not taken steps to commercialize the property within one year of acceptance of the license, the University will be free to revoke the license.
- e. The actual cost of transfer of interest/ right/ ownership and maintenance of rights in the University owned IP by way of license, assignment or otherwise devolution of rights for

such purposes will be borne exclusively by the licensee, assignee, and person acquiring such rights.

- f. The University may under special circumstances retain a non-exclusive royalty-free license to use the property for academic work.

## **16. Geographical Indications**

The Geographical Indications of Goods (Registration and Protection) Act, 1999 is a sui generis Act of the Parliament of India for protection of geographical indications in India. Geographical indication (GI) is a sign used on products that have a specific geographical origin and possess qualities or a reputation that are due to that origin. In order to function as a GI, a sign must identify a product as originating in a given place. If application for registration of GI of goods by faculty members, non-teaching staff and students of the University shall be processed as per GI Act, 1999.

## **17. Technology Transfer Office)**

Technology Transfer Office (TTO) identifies a suitable partner among the selected partners for filing patent application. The decision to file a patent application is communicated to finance/legal department and office of Directorate of Research. The primary function of a TTO is to translate new and innovative research into commercially viable products or services. It should work with IPR Cell for the IP strategy for sale or licensing of the patented inventions.

## **18. Innovation**

Innovation means doing something new that improves a product, process or service. Many innovations can be protected through intellectual property (IP) rights. The IP acts as a key in facilitating the process of taking innovative technology to the market. For most technology-based enterprises, a successful invention results in a more efficient way of doing things or in a new commercially viable product. The improved profitability of the enterprise is the outcome of added value that underpins a bigger stream of revenue or higher productivity. The University encourages faculty members and students to have creative and innovative research approaches.



## **19. Artificial Intelligence**

Artificial intelligence (AI) is increasingly driving important developments in technology and business. It is being employed across a wide range of industries with impact on almost every aspect of the creation. There is no such IP policy of Artificial Intelligence. The patentability of inventions arising out of machine learning, one of the main components of AI, is still under the controversy of IP experts and therefore, the inventions should continue and continued study on the subject is necessary.

## **20. REVENUE SHARING**

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

- a) Seventy five percent (75%) of the revenue shall go to the Inventor(s); the share of each inventor may be decided by at the time of IP disclosure by mutual consent. In order to avoid any future dispute/litigation on this issue the Lead Inventor shall prepare a mutually acceptable agreement pertaining to the share of each of the co-inventor and the same shall be conveyed in writing to the Chairperson of IPM Cell for record keeping.
- b) Twenty five percent (25%) shall go to the University account.
- c) Public funded research related revenue would be shared as per the Govt of India norms.
- d) The University will not grant exclusive license as a matter of principle and would generally grant non-exclusive license only. However, in exceptional circumstances, exclusive license may be granted for a particular geography to explore the market and for optimizing the value of the Patented technology.

## **21. LIABILITY AND INDEMNITY INSURANCE**

- (i) In the case of infringement of any intellectual property right(s) by the University faculty/staff/students/project staff/visitors or any third party, IPM Cell would first conduct an enquiry into the matter and make recommendations to the Vice-Chancellor for resolution of such infringement including the need for any disciplinary/legal course of action.

- (ii) As a matter of policy, the University shall, in any contract between the licensee and the University, would seek indemnity from any legal proceedings in production problems, process efficiency, design guarantee, up-gradation and debugging obligation.
- (iii) The University shall also ensure that the University personnel have an indemnity clause built into the agreement with licensees.
- (iv) The University shall retain the right to engage in any litigation concerning patents or license infringements in order to safeguard its IPs.
- (v) Freedom to Operate (FTO) is the ability of your Company to develop, make, and market products without legal liabilities to third parties (e.g., other patent holders). FTO analysis invariably begins by searching patent literature for issued or pending patents, and obtaining a legal opinion as to whether a product, process or service may be considered to infringe any patent(s) owned by others.

## **22. CONFLICT OF INTEREST**

Disclosure of conflict of interest should be mentioned in the course of invention process as well during the course of filing the patent. If the inventor(s) and/or their immediate family have a stake in a license or potential licensee company then they are required to disclose the stake to the Intellectual Property Management (IPM) Cell immediately. A license or an assignment of rights of a patent to a company in which the inventors have a stake should be subject to the approval of the IPM Cell.

## **23. DISPUTE RESOLUTION**

**23.1** Any dispute that cannot be resolved at the level of IPM Cell, shall be referred to Arbitral Tribunal at the instance of the University or at the request of the inventor or funding agency. The tribunal shall consist of two members (not sitting members of IPM) appointed by the Vice-Chancellor and one member nominated by the other party(s). The Arbitral Tribunal shall have power to regulate its own procedure in consonance with principles of natural justice.

**23.2** The process of resolving the dispute shall be completed expeditiously. Arbitral Tribunal shall be final between the parties for any disputed issue related to intellectual property, revenue sharing or the interpretation of this policy. All IP related agreements signed by the University, and dispute(s) arising thereof, will be subjected to the legal jurisdiction of Sikkim High Court only.

## **24. MISCELLANEOUS**

**24.1 Amendments:** The University reserves the right to amend the Policy at any time as required. The Executive Council upon recommendation by the IPM Cell may amend the Policy.

**24.2 Waivers:** The University may grant a waiver from the provisions of the Policy on a case-by-case basis on the recommendations of IPM Cell. All waivers must be in writing, supported by reasons and signed by the competent authority. Any decision to grant a waiver will be taken keeping in view the best interest of the University. Every waiver and reasons for it shall be reported to the Executive Council.

**24.3 Moral Rights:** The University recognizes the moral rights of the creators of intellectual property and shall endeavour to protect these rights. These include the right of fair attribution of authorship or invention, the need for the work not to be altered in such a way that it harms the reputation of the creator and an opportunity for the creator to be involved in determining the final outcome of his/her skill.

**25.4 Residuary Provision:** Where the Policy is silent on any issue related to Intellectual Property Rights, the issue shall be dealt with in consonance with the laws related to and dealing with Intellectual Property Rights.

# Sikkim University



## आविष्कार प्रकटीकरण प्रपत्र

### INVENTION DISCLOSURE FORM

{Innovator(s) who have contributed or conceived an essential element of the invention, either independently or jointly with others during evolution of the technology concept or reduction to practice}

**Title of the invention:**

**Details of Main Inventor or if in team, Team Leader:**

<b>Name of Main Inventor or in Team Inventors, name of team leader:</b>	
Position	
Department	
Qualification (only after Post-graduation)	
Date of birth	
Date of joining in Sikkim University	
Nationality	
Present Address	
Permanent Address	
Email	
Mobile Number	
PAN Number	
Aadhar Card Number	

**Name of other Inventors:**

<b>Name:</b>	
Position	
Department	
Qualification (only after Post-graduation)	
Date of birth	
Date of joining in Sikkim University	
Nationality	
Present Address	
Permanent Address	
Email	
Mobile Number	
PAN Number	
Aadhar Card Number	

**Brief summary of the invention** (*not more than a page and also enclose a Schematic chart of your Invention for Patent application*):

**Commercial Potential:**

1. What are the possible uses/application areas and/or products you feel may embody aspects of your technology and possible end-users:
2. What are the potential marketability including commercial suggestions viz.
  - input required:
  - production capacity where applicable:
  - raw material requirement:
  - transfer form/transportation:
  - target companies, regions, states and countries:

- economic data:
- potential long-term commercial interest:

*(please provide as much information as possible; attach extra sheets if required)*

**Prior disclosure and possible intent:**

- a) Has the invention been disclosed to industry representatives or third parties?
- b) Has any commercial interest been shown in it and of what nature? Name companies and specific individuals and their titles.

**Development stage:**

Give your opinion on the current stage of development of the invention as it relates to its marketability (indicate appropriate response):

- Embryonic (needs substantial work to bring to market):
- Partially developed (could be brought to market with significant investment):
- Off-the-shelf (could be brought to market with nominal investment):

**Please cover the following points:**

**State of prior art:**

- (i) Prevailing state of the art?
- (ii) Literature search relating to this invention? *(Please include copies of any resulting documentation.)*
- (iii) Prior art/patent search relating to this invention? *(Please include copies of any resulting documentation.)*

**Description:** *(Describe the invention so that other Institute faculty who are knowledgeable in the field can evaluate its technical and commercial merits)*

**Novelty:** *(Highlight the features described above that make the invention novel.)*

**Inventiveness:** *(Are the novel features inventive based on (a) above; and, if so, how?)*

**Advantages:** *(What are the advantages of the described invention over (a) above?)*

**Testing:** *(Has the invention been tested experimentally? If so details of experimental data to be supplied)*

*(Please use additional sheets to elaborate and to attach sketches, drawings, photographs and other materials that help illustrate the description.)*

**Funding and Support:**

Was the invention supported by research grants /contract funds from external sources? Yes/No

**If YES, please give details:**

(a) Sponsor/Contractor:

(b) Grant/Contract No.:

(c) Period of Grant/Contract:

(d) Principal investigator and co-investigator(s) if any: *(even if they are not inventors within the purview of this document and will not share the credit and royalties):*

(e)Has the sponsor been informed of the invention?: *(State whether required under grant/contract award conditions):*

(f) Was the work done under any other agreement? Give details:

Was there **significant use** of the University infrastructure, as defined in the Guidelines on Intellectual Property Rights, 2020 of Sikkim University? Yes/No

**If Yes, specify the used infrastructure of the University in details:**

**Information for protection of IPR: Conception and Disclosure: Yes/No**

**If Yes, specify the details:**

I/we declare that all statements made herein are true to the best of mine/our knowledge.

I/we hereby agree to assign all right, title and interest to Sikkim University and agree to execute all documents as requested, assigning to Sikkim University our rights in any patent filed on this invention, and to cooperate in the protection of this invention and its subsequent commercialization. The University shall share any royalty income derived from the invention with the inventor(s) according to the Guidelines on Intellectual Property Rights, 2020 of Sikkim University in force.

Do you know of any other inventions that are congruent with this invention?

Signature of inventor with date \_\_\_\_\_

Signature of inventor with date \_\_\_\_\_

Signature of inventor with date \_\_\_\_\_

Signature of inventor with date \_\_\_\_\_