



PATENT POLICY
w.e.f May 2018



PREAMBLE

The Patent Policy of University of Petroleum & Energy Studies (hereafter referred to as "the University") is intended to encourage a healthy atmosphere conducive to research and development which may result in creation of intellectual property and at the same time recognize the relative contribution of an individual employee or the University in such research and development.

This policy is intended to spell out the responsibilities of the University and its employees and establish a framework for ethical conduct when issues covered by this policy arise. Employees of the University may create patentable intellectual property during the course of their employment with the University. It is desirable in some cases to seek patent protection for such research and development. This patent policy applies to all University employees whether engaged in full time or contractual capacity.

Upon termination or resignation from employment, the employee shall have a duty to disclose to the University all potentially patentable research and development projects in which the University may have a proprietary interest. This disclosure can be achieved through an employee exit interview, or by the employee's self-disclosure.


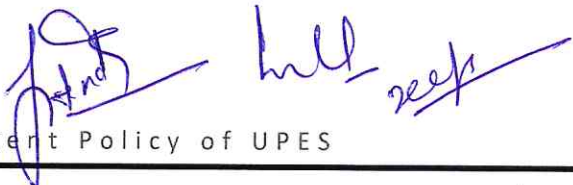
SCOPE OF POLICY

- (i) This policy applies to any kind of research and development which requires registration under applicable intellectual property regulations where-in such research and development is conducted using University's equipment, facilities, employee time, or proprietary information, or which relate directly to the University's activities.
- (ii) The University will hold right of first refusal on the ownership in patents and other non-patentable intellectual property developed by its employees using University resources as defined in previous clause.
- (iii) The implementations and overall coordination will be conducted Head-R&D through IPR cell; established under R&D division

INTELLECTUAL PROPERTY EXECUTIVE COMMITTEE

The University shall constitute an Intellectual Property Executive Committee, consisting of:

1. Vice Chancellor – Chairman
2. Head of the Constitute College – Member
3. Dr Tabrez Ahmad – as Patent Expert -Member
4. Head-R&D - Convener



DUTIES OF INTELLECTUAL PROPERTY EXECUTIVE COMMITTEE

- (i) The Patent Committee convener will call a meeting to evaluate all the applications through R&D division as per requirement to ensure whether proposed research and development project is fit for intellectual property protection and whether such intellectual property should be owned by the University, by the employee(s), by an outside sponsor, or jointly by some combination of these
- (ii) Based on the evaluation, the Patent Committee shall recommend their observations for each such case along with associated costs and benefits to vice chancellor for approval.
- (iii) The Patent Committee Convener is responsible for implementing this policy. Such implementation shall address various matters covered by this policy, including developing policies and procedures designed to supplement and interpret the ownership aspects of this policy, providing advice regarding ownership of specific works, recommending release of institutional rights, and accepting an assignment of rights to the Institution from an author or creator of a work.
- (iv) The Patent Committee and convener is also entrusted with administering the University's patent management and licensing program, including, but not limited to filing, prosecution, and maintenance of the University's patent portfolio
- (v) A copy of each patent application should be deposited in Library and R&D division.

SPONSORED RESEARCH

- (i) Where research has been sponsored by industry or other public/private research organizations, licensing of patents shall be based on the sponsorship agreement.
- (ii) The University, on behalf of its constituent colleges, schools, or departments, will not accept grants or enter into sponsorship agreements for the support of instruction or research that confer upon an external party the power to censor, unduly delay, or exercise effective veto power over either the content of instruction or the publication of research.

OWNERSHIP

All patentable inventions conceived or first reduced to practice using university facilities or developed under a sponsored research agreement, by university employees, shall belong to the university. The inventor shall assign all such inventions and any applications or patents resulting therefrom to the university. The inventor shall execute documents of assignment to convey to the university all of the employee's interest in the invention owned by the university and shall cooperate and assist the university in all phases of the patent application process.

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ABANDONMENT

If the university, based on recommendations of the Patent Committee, cannot or decides not to proceed to patent and/or license an invention, it shall reassign ownership to the inventors.

ALLOCATION OF NET REVENUES

- (i) When discoveries are determined to be owned in part by the University and in part by the employee, the University and the employee shall enter into a written agreement apportioning the agreed share of the after-costs revenues from the invention between the inventor(s) and the University. The Managing committee based on recommendations of the Patent committee will decide such agreed share.
- (ii) Cost shall be defined as direct expenditures resulting from pursuit, prosecution and maintenance of intellectual property rights and commercialization of the invention plus, time cost of University resources such as legal, finance, consulting, marketing and licensing departments involved in filing and protection of such intellectual properties.
- (iii) In the event of multiple inventors, those involved must agree upon an appropriate apportioning of the of revenue share provided to the inventor; in the absence of any written agreement stating otherwise, the revenues shall be equally divided amongst the inventors.
- (iv) Revenues allocated to inventor(s) continue throughout the revenue generation phase of the invention, regardless as to whether or not the inventor(s) remains employed at the University.
- (v) If the University, at any time, no longer wishes to pursue further development of the intellectual property, the University will notify the inventor(s) and will execute the necessary documents assigning all rights to the inventor(s) unless precluded by prior written agreement.

PUBLICATION AND DISCLOSURE TO THIRD PARTIES

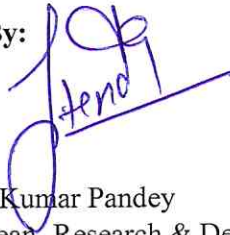
- (i) Premature publication, public use, or disclosure of an invention can sometimes jeopardize the rights of the employee, or the University or its assignee to secure patent protection. Therefore, unless the Committee has issued a waiver of University's rights, the employee agrees that there shall be no publicity or disclosure concerning the invention until patent applications have been filed.
- (ii) Once an invention is identified as potentially patentable, all publicity, public reports, interviews, news releases, speeches, public disclosures or public demonstrations of the invention subsequent to the filing of the application shall have prior clearance in writing from the University or its assignee.
- (iii) This section shall not be applicable to sponsorship agreements that impose different obligations on disclosure.



LICENSE AGREEMENT

If the University decides to participate in the patenting or licensing of an invention, an appropriate licensing arrangements to commercialize the invention needs to be executed. The objective of the University is to assure the development of its technology in furtherance of its own educational mission and for the benefit of society in general. Therefore, as a general policy, the University will set the terms of its licenses so as to further the achievement of this objective. Exclusive licenses will be granted if it appears to the Patent Committee that this is the most effective way of ensuring development to the point that the public will benefit. Any exclusive license agreement will be so drawn as to protect against failure of the licensee to carry out effective development and marketing within a specified time period.

Approved By:



Dr. Jitendra Kumar Pandey
Associate Dean- Research & Development



Dr. Kamal Bansal
Dean- Academic Dev.& Planning



Ms. Deepa Verma
Registrar



Dr. Deependra Kumar Jha
Vice Chancellor

