

Intellectual Property Rights and Technology Transfer Policy



Intellectual Property Rights Cell

PUNJABI UNIVERSITY, PATIALA

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1. PREAMBLE

Punjabi University, Patiala (hereafter referred as 'PUP') is a University dedicated to impart teaching and carrying out research in various faculties. In the changing paradigms of our society, it is imperative to ensure quality education, and also to evolve and reorient research in a manner that serves the society at large, and in doing so, also preserving the intellectual property (IP) of its faculty and students. In this era, there is need to provide environment for creating new knowledge through innovation and dynamic ideas in diverse fields; transfer of created knowledge to society for betterment; and further to develop intellectual property rights culture compatible with the mission of university. Intellectual Property (IP) refers to new creations of mind useful to society in the form inventions, literary and artistic works, musical works, performing art works, symbols, marks, names, product designs, integrated circuit designs, plants etc. In this wake, an Intellectual Property Rights (IPRs) Policy, which is a cornerstone for innovation and creativity in any academic institution, is required not only to preserve and protect the IP assets of PUP but also of its faculty and students.

This policy facilitates the protection of rights of intellectual property creators of PUP through the option of intellectual property protection system and also favours the transfer of IP assets developed at PUP by defining a mechanism for creating a fruitful system among university, investors, industries and public at large. In doing so, PUP encourages its faculty and students to develop new, innovative and useful creations/technologies and gain IP protection. PUP is also committed through this policy to encourage and reward the creators of knowledge for their efforts. The IPR Policy of PUP covers all rights arising from any tangible and/or intangible form of IP, which can be secured by any protection mechanism, created by PUP faculty/researcher/students using funds/facilities/infrastructure etc. of PUP. PUP reserves the right to amend this policy as and when required.

2. OBJECTIVES

This policy intends to define a process for protection of Intellectual Property (hereafter referred as IP), and the utilization of IP through transfer of IP rights, along with related administrative procedures, with specific objectives defined as under:

- (i) To facilitate and encourage PUP faculty and students to carry creative and innovative research work by nurturing new ideas eligible for IPRs protection;

- (ii) To create awareness among PUP faculty/ researchers/students about the process of securing and protecting the IPRs, and to create respect for other's IP rights;
- (iii) To undertake the identification of IP in various research and academic activities of PUP;
- (iv) To provide an efficient, transparent and fair administrative setup for the protection, ownership, control and transfer of the intellectual property (IP) created and owned by the University;
- (v) To facilitate the commercialization and licensing of IP owned by the University including startups etc.;
- (vi) To provide fair and transparent setup for sharing of revenues generated from IP among stakeholders;
- (vii) To encourage and promote collaborative arrangements between university and third parties through better clarity on IP issues.

3. DEFINITIONS

- (i) **“Associated Agreement”** is an agreement document created for special purposes with mutual consent of involved parties defining the rights, duties, roles, obligations, responsibilities and conditions for each of the parties involved like Memorandum of Understanding (MoU), Memorandum of Association (MoA), Collaborative Research Agreement, Contract Research Agreement, Material Transfer Agreement (MTA), Confidential or Non-Disclosure Agreement (NDA), Consultancy Agreement, etc.
- (ii) **“Commercialization”** refers to the various activities, processes and steps undertaken by the Licensee, under the terms of the License Agreement, to put the said work like invention or technology or other creative work (literary/artistic/musical/cinematographic/performing art etc.) or trade secret or other IP to commercial use, in terms of sale, internal use, lease, rent or assign to any other party with permission, etc., that result in financial, commercial, economic, or any other material benefit to the Licensee.
- (iii) **“Confidential Information”** means any IP or information or data that is confidential or proprietary in nature, including all oral and/or visual information and/or recorded in writing or in any other medium or by any other method, which the authorized recipient is under an obligation, whether contractual or otherwise, not to divulge.

- (iv) **“Conflict of Interest”** is a term used in this IP Policy document to refer to a situation in which a person or organization is involved in multiple interests, or has stake(s) in multiple roles, financial interests or otherwise, one or more of which could corrupt or follow unethical practices or cause to disrupt or interfere, with the motivation of the individual(s) or the organization(s), or one or more of which disrupt or interfere with other roles or interests.
- (v) **“Creator”** refers to the PUP faculty/researcher** or student***, who has intellectually contributed for the development of any form of tangible or intangible IP creation (s).
- (vi) **“Disclosure of an Invention”** refers to the Confidential Information related with the developed invention in the form of technology brief, write up or other means revealed by an Inventor to the University.
- (vii) **“Dispute Resolution”** refers to one or more processes for settling outstanding problems or conflicts amongst a contract or business process. It includes mechanisms such as negotiations, conciliation, mediation, arbitration, and litigation.
- (viii) **“Hand Holding”** refers to the provision of special technical support provided by the licensor to licensee during the process of IP transfer for its commercialization.
- (ix) **“Intellectual Property (IP)”** refers to tangible and/or intangible types of property in the form of new creations of mind useful to society like inventions, trade secrets, literary and artistic works, musical works, performing art works, symbols, marks, names, product designs, integrated circuit designs, plants etc.
- (x) **“Intellectual Property Rights (IPR)”** refer to the rights related with **Intellectual Property** assigned by respective applicable laws to the legitimate owners of the IP with relation to its ownership, registration and protection, which include Patents, Copyright, Industrial Designs, Trademarks and Service Marks, Plant Variety Rights, Trade Secrets, Integrated Circuit Designs, Geographical Indications etc.
- a. **“Patent”** is an exclusive right granted for an invention, which is a useful new product or a process or offers a new technical solution to a problem, involves an inventive step and is also capable of industrial application.
- b. **“Copyrights”** is an exclusive right given to the author of the original literary (including software), architectural, dramatic, musical and artistic works; cinematographic films; and sound recordings.

- c. **“Trademark”** means a mark, sign, phrase (letters or numerals or words or any combination of these), design, shape, colors or color combination etc., capable of being represented graphically and which is capable of distinguishing the goods or services of one entity from those of others.
- d. **“Industrial Design”** means only the features of shape, configuration, pattern, ornament or composition of lines or colours applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.
- e. **“IC Layout Designs”** means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.
- f. **“New Plant Variety”** a plant variety that is novel, distinct and shows uniform and stable characteristics.
- g. **“Geographical Indications”** means an indication which identify such goods (agricultural goods, natural goods, manufactured goods) as originating or manufactured in the territory of a country or a region or locality in that territory where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin.
- (xi) **“Intellectual Property Rights (IPR) Policy”**: The IPR Policy refers to the set of objectives, principles, values and guidelines that will govern all the actions and efforts of the University administration/ faculty/ students towards the identification, protection, utilization, transfer, licensing, and commercialization of all IP arising out of the academic and research work of the University faculty/students.
- (xii) **“Invention”** is a new product or process involving an inventive step and capable of industrial application.
- (xiii) **“Inventor”** refers to the PUP faculty or student, who has intellectually contributed for the development of an Invention.

- (xiv) **“Legal Jurisdiction”** refers to the legal power and authority of a court of law to try and rule on legal matters and legal jurisdiction for the purpose of this policy.
- (xv) **“Lump Sum Technology Transfer/IP Transfer Fee”** is the financial compensation paid by the Licensee to the Licensor (PUP), at certain fixed time during the process of technology transfer/IP transfer, for the rights to use the IP related to creations/inventions/technologies/trade secret, for commercial purposes under terms and conditions of IP Licensing agreement that result in financial, commercial, economic, or any other material benefit to the Licensee.
- (xvi) **“Milestone Payments”** refers to some pre-determined financial payments made by Licensee to the Licensor (PUP) either in terms of certain percentage of the total fee or certain amount agreed at certain point of time for the rights to use the IP related to creations/inventions/technologies/trade secret, for commercial purposes under terms and conditions of IP Licensing agreement rather than paying the total payments at the end.
- (xvii) **“Non Disclosure Agreement (NDA)/Confidentiality Agreement”** is an agreement which intends to protect proprietary or confidential information or trade secret among the parties involved in execution of NDA.
- (xviii) **“Research”**: refers to any research work carried out by faculty/researchers/students of PUP during their course of employment/ project assignment/ course of study (degree/diploma/ certificate course etc.) under following arrangements:
- a. **“In House Research”** refers to research carried out by faculty/researchers/students of PUP by utilizing infrastructure/ facilities/ funds from PUP;
 - b. **“Sponsored Research”** refers to research carried out by faculty/researchers/students of PUP with funds from a sponsor agency/funding agency/industry or any other similar party.
 - c. **“Collaborative Research”** refers to research undertaken by faculty/researchers/students of PUP with collaborative arrangement with other academic institution or research body or industry or any other entity including government and non-government departments, industries or agencies at national or international level under specific Collaborative Research Agreement.

d. **“Contract Research”** refers to research performed by faculty/researchers/students of PUP on a specific problem suggested/given by third party under specific Contract Research Agreement.

(xix) **“Revenue”** refers to all the financial earnings made by the Licensee, from the rights to use the invention or technology or other creative work (literary/artistic/musical/cinematographic/performing art etc.) or trade secret or other IP, for commercial purposes as specified in the agreement.

Revenue also refers to all the financial earnings made by the Licensor including the various types of financial compensation paid by the Licensee like technology transfer fee, lump sum payments, milestone payments, royalty payments etc. for the rights to use the invention or technology or other creative work (literary/artistic/musical/cinematographic/performing art etc.) or trade secret or other IP, for commercial purposes as specified in the agreement.

(xx) **“Royalty”**: Royalty is the deferred payment made by the Licensee to the Licensor (PUP), to compensate for the rights to use any IP (creation/ technology/ invention), for commercial purposes under terms and conditions of IP Licensing Agreement that result in financial, commercial, economic, or any other material benefit to the Licensee. The terms of the Royalty/ Royalties will be specified in the IP Licensing Agreement as a certain fixed or variable percentage of the Net Sales Value, resulting from the commercialization of the said IP.

(xxi) **“Sponsor agency/ Funding Agency/ Industry”** refer to the governmental or non-governmental external entity or agency that provides monetary or other support in the form of grants or fellowships or machinery or equipment or otherwise for the research work and/or development work that is proposed to be carried out by the University.

(xxii) **“Stakeholders”** means different persons or entities having some stake or interest in the IP policy and/ or related agreements

a. **“First Party”** refers to Punjabi University Patiala* (PUP).

b. **“Second Party”** refers to faculty/researcher** and student/s*** of PUP.

c. **“Third Party”** means any governmental or non-governmental organization at national or international level with whom the First or the Second Party interacts or collaborates for any activity with or without exchange of any consideration in cash or kind.

* **“Punjabi University, Patiala (PUP)”** means any campus/ centre/ college/institute including main campus/ neighborhood campus/ regional centre/research centre/ constituent college or other similar institute/centre directly under administrative control of PUP.

** **“Faculty or Researcher”** means a person professionally qualified to carry out teaching and/or research at any campus/ centre/ college/institute including main campus/ neighborhood campus/ regional centre/research centre/ constituent college or other similar institute/centre of PUP as a whole or part time employee appointed by PUP on regular/ adhoc/ contract basis or Emeritus fellow or Visiting Scientist/Professor, externally funded project staff, who utilizes academic or research facilities/ resources / funds of PUP to create IP. (Note this definition of faculty is meant only for the purposes of this document and is not intended to replace the definition of faculty in the calendar/ statutes or other documents of Punjabi University, Patiala).

*** **“Student”** means a person who has registered or enrolled as full or part time student with any campus/ centre/ college/institute including main campus/ neighborhood campus/ regional centre/constituent college or other similar institute/centre of PUP. ‘Student’ also means any externally funded project student, casual or exchange student or postdoctoral fellow or student from other universities/colleges or industries, who utilizes academic or research facilities/ resources / funds of PUP to create IP.

(xxiii) **“Technology Transfer through Licensing”** refers to the process by which the owner of an IP (Licensor) transfers certain rights to the other party (the Licensee), to use, put in practice, and/or commercialize the said work like invention or technology or other creative work (literary/artistic/musical/cinematographic/performing art etc.) or trade secret as per terms and conditions of the license.

4. IPR POLICY STAKEHOLDERS

This IPR policy is applicable and binding to all faculty/ researchers and students of the Punjabi University, Patiala (PUP). When faculty/ researchers work with other organizations/ Universities/industries through a formal agreement, the IPR policy will be interpreted in accordance to the agreement between the University and third party.

5. IPR ADMINISTRATIVE MECHANISM AT PUP

The IPR policy of PUP would be administered by the Punjabi University Patiala-Intellectual Property Rights Cell (hereafter referred as PUP-IPRs Cell). PUP-IPRs Cell will be responsible for facilitation and implementation of IPR policy. PUP-IPRs Cell through its IPR Standing Committee (here after referred as IPR-SC) will evolve detailed procedures towards implementation of the policy time to time and will have the powers to amend the policy as and when required with the approval of Vice-Chancellor and consequently of Syndicate. The IPR-SC will have the following members:

Dean (Academic Affairs)	Chairperson (Ex-officio)
Registrar	Member (Ex-officio)
Dean (Research)	Member (Ex-officio)
Director, Planning and Monitoring/Coordinator-IPR Cell	Member Secretary (Ex-officio)
Deputy Coordinator-IPR Cell	Member (Ex-officio)
University Legal Advisor	Member
Invitee* (if required)	Member

*Experienced person for coordinating the matters of IPR / Technology Transfer will be recommended by the Member Secretary through Dean (Academics) and would be approved by Vice-Chancellor.

6. OWNERSHIP OF INTELLECTUAL PROPERTY (IP)

The ownership of Intellectual Property (IP) related to its any tangible and intangible types in the form of new creations (inventions/technologies, literary and artistic works, musical works, cinematographic films performing art works, softwares, symbols, marks, names, product designs, integrated circuit designs, plants etc.) by way of patents, copyrights, industrial designs, trademarks, integrated circuit designs, new plant varieties, trade secret etc. will be decided as under:

a. IP will be owned exclusively by PUP subject to exceptions in clause 6 (c) if:

- i) It has been developed either solely by utilizing the funds / facilities/ resources provided by PUP or with a combination of funds / facilities/ resources of PUP and other agencies (Sponsor agency/ Funding Agency/ Industry etc.) but without any explicit associated agreement regarding ownership of IP generated.

- ii) It has been developed with the use of external funds/ facilities/ resources, including that of sponsored research and consultancy projects without any explicit associated agreement regarding ownership of IP generated.
- iii) It has been developed under any contract arrangement/ work for hire including work outsourced by PUP.

b. IP can be owned by Third party exclusively or jointly with PUP subject to exceptions in clause 6 (c) if:

- i) It has been developed with external funding from third party including sponsored research, consultancy projects and other collaborative activity with explicit associated agreement regarding ownership of IP generated.
- ii) It has been developed without external funding from third parties under collaborative projects or activity with third party with explicit associated agreement regarding ownership of IP generated.
- iii) It has been developed under a multi-institutional/multi-country collaborative project with explicit associated agreement regarding ownership of IP generated.

c. Exceptions to clause 6 (a and b):

- i) The university will not own the rights of IP in of case books, articles, papers, monographs, lectures, speeches or other similar copyrightable works (except softwares) produced by its faculty/ researchers/ students in the course of teaching and research at PUP except all works like syllabi / exam instructions/ course framework/question papers/ including study materials in print or electronic medium developed for open and distance education courses/programmes. If the original creator of study materials in print or electronic medium developed for open and distance education courses/programmes is unable/ unavailable to revise or update the same, the PUP has all rights, to use other faculty/researchers/or on contract, to revise and update the same with the permission of IPR-SC. The ownership rights for plays, cinematographic and other films, musical works etc. developed using funds / facilities/ resources/ infrastructure of PUP will also be vested with PUP.
- ii) The copyrights for literary work (except softwares) of all research papers, articles, thesis, project reports, dissertations or similar works shall be owned jointly by supervisor and student, however, any other associated IP in the form patents, software, designs etc. would be owned by PUP.

iii) The university will not own any IP which is not related to the creator's involvement (responsibilities associated with employment/studentship) with PUP, and the activity was carried out without using funds / facilities/ resources available with PUP (including of third parties under agreement with PUP).

Note: In above cases C (i and ii), Where IP rights have not been assigned to the PUP, the PUP is entitled to use the work for non-commercial educational and research purposes, and further, PUP is also entitled to possess limited number of copies of the related work, wherever and whenever required. The PUP has a full right to keep these works for library record/share or upload the full thesis/dissertations/project work/ reports or their abstracts on PUP website or any Departmental website of PUP or share with other regulating agencies like MHRD, UGC etc. as and when required.

7. RESPONSIBILITIES OF THE PUP

- a. All university personnel dealing with the protection, registration, transfer or commercialization of PUP Intellectual property shall keep the all information confidential.
- b. PUP will make aware its faculty/researchers/students about the concept, importance and other issues related to intellectual property.
- c. PUP will provide legal and administrative set-up for implementation of PUP-IPR policy.
- d. PUP will provide legal and administrative support for enforcement of its IP rights and will defend the interest of PUP against third party claims on its IP.

8. RESPONSIBILITIES OF CREATORS OF IP AT PUP

- a. It would be mandatory for each creator (faculty/researcher/student) of IP to follow the IPR policy and keep IPRs Cell/IPR-SC in loop for any activity related with registration, transfer and commercialization of IP. Failing of which may attract disciplinary action by PUP.
- b. Each creator of IP shall maintain all records and documents of the activities carried by him/her to generate IP and such records and documents must be made available on demand by IPRs Cell/IPR-SC.
- c. The creator should maintain complete transparency in sharing information related with IP at all stages.

- d. Each creator shall provide a statement that to the best of their knowledge, this IP does not infringe on any existing IP or other legal rights of any third party.
- e. The creators (s) shall disclose any present conflict of interest or potential conflict of interest related to IP in advance during disclosure to IPR-SC.
- f. Each creator will provide assistance, as may be necessary, throughout the process for protection and transfer of IP including but not limited to hand-holding of licensee.
- g. Each creator will take care of other mandatory norms applicable through specific laws by the government or its agencies like Biological Diversity Act, 2002 etc. for material use or material transfer or any other similar acts to third party(ies).

9. IP INFRINGEMENT

In case of infringement of IP by any faculty/researcher, student or third party, PUP-IPRs Cell through IPR-SC would investigate the matter and make appropriate recommendations for resolving the same including the need of a disciplinary or legal action.

10. IP TRANSFER, ITS COMMERCIALIZATION AND BENEFIT SHARING

The objective of creation of new knowledge in academic institutions in the form of different creative works/ inventions/ technologies is to benefit the society and therefore it is imperative that research outcomes that have some utility or commercial viability be transferred to appropriate parties/agencies/industries to realize its potential and, in turn, generate revenue and strengthen the socio- economic status of our country. The PUP-IPRs Cell through IPR-SC, will facilitate its IP transfer, licensing and commercialization to interested parties, while preserving the interests of the PUP and the creator (s). The assistance of creators is crucial for identification of potential licensees and negotiations thereof, and further to successfully transfer knowhow to third parties. The IP will be made available for commercial use under specific IP transfer agreements like technology transfer and licensing agreement, copyright transfer and/or licensing agreement etc.

All agreements, licenses, MOUs and other similar documents related with transfer of PUP intellectual property (IP) and/or commercialization of PUP intellectual property (IP) and sharing of benefits would be granted on the name of Punjabi University, Patiala and, further Registrar, Punjabi University, Patiala will execute the same on behalf of PUP on the recommendations of Member Secretary, IPR-SC.

The following procedure would be followed for IP transfer and commercialization:

- i) Disclosure of creation/ technology ready for transfer by PUP faculty/student to PUP-IPRs Cell in written form like technology brief, write up, etc.
- ii) Decision by IPR-SC on IP Transfer and /or its Commercialization, and associated strategies like valuation, scope etc.
- iii) Presenting offer for Technology Transfer through various modes like advertising through paper or electronic or social or web media, Inviting Expressions of Interest (EoI) etc.
- iv) Signing of Non-Disclosure Agreement with interested party (ies)
- v) In house demonstration of technology (level of disclosure is inventor(s) discretion but according to disclosure made at 10(i)).
- vi) Inviting bids or negotiations with the interested party (ies) (decision by IPR-SC)
- vii) Opening of bids by IPR-SC committee and decision thereof (will be based on criteria set up by IPR-SC on case to case basis).
- viii) Finalize negotiations and terms/conditions of IP Transfer Agreement between PUP and Third Party(ies) with mutual consent (terms/conditions of IP Transfer Agreement will be based on criteria set up by IPR-SC on case to case basis).
- ix) Signing of IP Transfer Agreement between PUP and Third Party(ies).
- x) Inventor(s) handholding with licensee till successful IP transfer as specified in terms/conditions of IP Transfer Agreement.
- xi) Follow up by PUP-IPRs Cell for maintaining/renewing IP Transfer Agreement and timely payment of royalties by third party (ies).

A. LICENSING OF IP

Generally, PUP will use the mechanism of licensing to transfer specific IP rights to third party (ies) with exception under special circumstances. The various modes of licensing which can be used by PUP for IPR transfer are:

- i) **Exclusive licensing:** The license for specific IP rights is given only to one licensee by licensor (herein PUP) and the licensee is the only entity authorized by the licensor to use and exploit the IP as per agreed (agreement) terms with respect to invention disclosure, type of

use, territory, term (duration) etc. The rights of use and exploit IP for improvement by licensor will be as per agreement terms.

- ii) **Non-exclusive licensing:** The licensor (herein PUP) is permitted to enter into agreements with more than one entity for use and exploitation of specific IP rights for the same purpose or for different purposes as per agreement terms and conditions.
- iii) **Sub-licensing:** The sublicensing means the licensee is allowed to further license the IP rights to another party. The option of sub-licensing should be explicitly mentioned in the license agreement. If allowed, whether the consent of the licensor is required or not should also be clearly stated in the license agreement.

Keeping in view the dynamic changes in business environment and specific requirements of licensee, PUP is open to grant tailor made license by combining the elements of various types of aforesaid license forms to encourage and promote commercialization of PUP intellectual property.

The following guidelines should be followed for licensing by PUP:

- i) PUP and its faculty/students should be protected from all liabilities arising from development and commercialization of a particular IP.
- ii) It should be ensured that the licensing process does not place any restriction on the faculty/researcher from PUP from furthering research and development in the same area independently or with any third party (ies). The improvement rights with respect to IP, subject to transfer to third party, should always be retained with the creator.
- iii) The material (product of research and development of PUP intellectual property (IP)) should be transferred by the faculty/researchers with Material Transferred Agreement (MTA) and with prior permission of PUP-IPRs Cell/IPR-SC.
- iv) Agreements related to IP transfer and other similar acts like MTA by PUP with third party(ies) may be carried out only with terms and conditions applicable through specific laws and regulations by the government or its agencies like Biological Diversity Act, 2002 etc.
- v) The costs related to IP transfer and maintenance etc. would be exclusively borne by licensee in absence of any terms in Licensing Agreement.

- vi) The terms of the IP Licensing Agreement will specify the compensation to be paid by the Licensee to the PUP (the Licensor), and such compensation would include a one-time lump sum technology transfer Fee, and/or deferred royalty payments, and /or milestones payments. In addition, the Licensee may also offer certain equity in the proposed start-up venture to the PUP, on terms and conditions to be mutually discussed and negotiated.

B. BENEFIT SHARING BETWEEN PUP AND INVENTOR/CREATOR

The process of licensing and commercialization of IP (creative works/ inventions/ technologies) that has commercial applicability, encourage and provide reward to creators of IP (faculty/researchers/students) in addition to University by generating revenue. PUP-IPRs Cell through IPR-SC would establish the procedures to facilitate the benefit sharing in revenues earned in the process of IP transfer. The following apportions would apply between the inventor/creator (s) of IP and PUP on any revenues/ payments received as Technology Transfer Fee, Lump Sum payments, milestone payments, royalty payment, etc. accruing from IP enabled/commercialized from PUP received through the process of technology transfer, licensing and commercialization:

- i. 70% (seventy percent) of total revenue will go to the creator (s). (The share of each creator/inventor may be decided by the lead creator/inventor according to their role and contribution). Co-inventors/creators will sign a written distribution of IP earning agreement specifying the proportional share of each creator/inventor in advance to avoid later disputes. In case of any dispute between creators/inventors for sharing of revenues, the IPR-SC decision taken after hearing all parties shall be final. The creator (s) share would be declared annually and its disbursement would be made to him/her or his/her legal heir irrespective of whether he or she continues with PUP.
- ii. 30% (thirty percent) of revenue will go to PUP: Of the PUP share, 50% will be used for creation of IPR fund (which will be utilized for any activity related to IP awareness, filing and obtaining IPRs, commercialization and maintenance of IPRs, capacity building, promotion of university industry partnerships); 35% will be made available to the concerned department from where IP is created/developed, for purchase/ upgradation of equipments/ labs; 15% of the share will be paid to the University as administrative charges. If any creator/inventor is unable to be contacted for one year, his corresponding revenue share will be credited to PUP-IP fund.

- iii. In case the IP filing, registration, renewal, maintenance or other costs are not borne by the PUP, the creator of IP is first entitled to recover all costs from the revenue generated before implementing sharing mechanism, and excess income after recovering costs would be shared as per benefit sharing mechanism.
- iv. The moral rights associated with PUP-IP shall always remain with the creator.

11. LOGO AND EMBLEM OF THE PUP

Logo and Emblem of the PUP or at of any of its campus/ centre/ college/institute including but not limited to main campus/ neighborhood campus/ regional centre/research centre/ constituent college or other similar institute/centre is the exclusive IP of the university. No third party including its start-ups can use logo and emblem of the PUP for any commercial or other purpose without prior permission of competent authority.

12. REVOCATION OF AGREEMENT

The PUP shall reserve a right in IP transfer agreement to revoke the license and reissue to other party, if licensee has not taken adequate steps to commercialize the PUP intellectual property (IP) after following due process.

13. DISPUTE RESOLUTION

In case of any dispute/ conflict/ grievance between the PUP and faculty/researcher/student or third party, or between the creators/inventors regarding the ownership/inventorship of PUP intellectual property (IP) and implementation of PUP IPR Policy, the aggrieved party may approach the IPR-SC through PUP-IPRs Cell. IPR-SC would investigate the matter and make appropriate recommendations for resolving the same. Any party can appeal against the decision of IPR-SC to the Vice-chancellor, PUP. As appellate authority, the decision of the Vice-chancellor shall be final.

14. LEGAL JURISDICTION

All agreements signed by PUP related with ownership, transfer, commercialization, infringement and benefit sharing for PUP intellectual property (IP) are subjected to legal jurisdiction to 'Patiala City' only and should be governed by appropriate laws of India.