



DR. D. Y. PATIL VIDYAPEETH (DPU), PIMPRI, PUNE
(Deemed to be University)

(Accredited (3rd Cycle) by NAAC with a CGPA of 3.64 on four point scale at 'A++' Grade)
(Declared as Category - I University by UGC Under Graded Autonomy Regulations, 2018)
(An ISO 9001:2015, ISO 14001:2015 Certified University)

Intellectual Property Rights Policy



Date of Implementation: 22nd September 2016
Date of Amendment: 18th December 2024



Dr. D. Y. PATIL VIDYAPEETH, PIMPRI, PUNE
(Deemed to be University)

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(An ISO 9001:2015 and 14001:2015 Certified University and Green Education Campus)

Prof. Dr. J. S. Bhawalkar
Registrar

Ref. No. : DPU/ 186(a)-J(xvi)/25
Date : 27 / 02 / 2025

NOTIFICATION

WHEREAS, in pursuance of the resolution passed by the Board of Management at its meeting held on **22nd September 2016** and the decision taken by the Vidyapeeth Authorities, the Vidyapeeth has published the '**Intellectual Property Rights Policy Document**' for Dr. D. Y. Patil, Vidyapeeth, Pune.

AND WHEREAS the Executive Council has amended the said '**Intellectual Property Rights Policy Document**' at its meeting held on **18th December 2024** vide its resolution No. **EC-55(xvi)-24** and the decision taken by the Vidyapeeth Authorities.

It is hereby notified to all concerned that Dr. D. Y. Patil, Vidyapeeth, Pune, has published '**Revised Intellectual Property Rights Policy Document**'. (amended in December 2024)' for your information and record.

The Revised Policy is comprised of the following:

- Vision Statement
- Mission Statement
- What Constitutes Intellectual Property
- Copyright
- Research
- Transfer and Use of IP

The '**Revised Intellectual Property Rights Policy Document**' (amended in December 2024)' will serve as a detailed Policy for staff and will be useful to all concerned. This will come into force with immediate effect.



(Dr. J. S. Bhawalkar)
Registrar

Copy to;

1. P.S. to Chancellor for the Kind information of Hon'ble Chancellor, Dr. D. Y. Patil Vidyapeeth Pune.
2. P.S. to Vice Chancellor for the Kind information of Hon'ble Vice Chancellor, Dr. D.Y. Patil Vidyapeeth, Pune.
3. P.S. to Pro Vice Chancellor for the Kind information of Hon'ble Pro Vice Chancellor, Dr. D. Y. Patil Vidyapeeth, Pune.
4. Director (IQAC), Dr. D.Y. Patil Vidyapeeth, Pune.
5. Director (Administration: Quality Assurance, Faculty Development & Research), Dr. D. Y. Patil Vidyapeeth, Pune
6. Director (Research), Dr. D.Y. Patil Vidyapeeth, Pune.
7. Controller of Examinations, Dr. D.Y. Patil Vidyapeeth, Pune.
8. Finance Officer, Dr. D.Y. Patil Vidyapeeth, Pune.
9. All the Heads of the Colleges / Institutes of DPU
10. Webmaster for uploading on DPU website.

Encl.: As above

Sant Tukaram Nagar, Pimpri, Pune - 411018, Maharashtra (India)
Phone : + 91-20-27805000, 27805001, Email : registrar@dpu.edu.in

Dr. D. Y. Patil Vidyapeeth (DPU), Pimpri, Pune (Deemed to be University), established by the University Grants Commission, Government of India under Section 3 of the UGC Act, 1956 vide its notification dated 11th January 2003.

Dr. D. Y. Patil Vidyapeeth (DPU), Pimpri, Pune (Deemed to be University) (herewith referred as “DPU”) has 14 Constituent Units that has created a brand name “DPU” in the field of Medicine, Dentistry, Nursing, Physiotherapy, Optometry, Biotechnology, Management, Ayurved, Homeopathy, Design, Allied Health Sciences, Liberal Arts, Science & Technology, Online Learning Centre and Centre for Skill Development. All the programs offered in these Constituent Units of the Vidyapeeth are duly recognized by the respective Councils such as AICTE, UGC, NMC, INC, DCI, NCISM, NCH, to offer UG, PG Degree/Diploma, Super-specialty and Ph.D. programmes in relevant and emerging disciplines, specializations, and super specializations.

WHEREAS as per the provisions of University Grants Commission (Institution Deemed to be University) Regulations, 2019 sub clause 10.7 and sub-sub Clause No. 10.07.1 and 10.07.2 of the Regulations and also provisions of the Bye-Laws of Dr. D. Y. Patil Vidyapeeth (DPU), Pimpri, Pune (Deemed to be University), Byelaw No 1.1.4 clause No. i, ii, xx(19) provides that the Board of Management shall be the Principal Organ of Management and the Apex Executive Body of the Institution Deemed to be University, with powers to make rules and shall be the final decision making body in respect of every matter including academic, administrative, personnel, financial, development matters of institution Deemed to be University.

AND WHEREAS, as per the provisions of University Grants Commission (Institution Deemed to be University) Regulations, 2023 Clause 11 and Sub Clause No. 11 (3) and 11 (4), Clause 13 and Sub Clause No. 13 (1) and 13 (2) of the Regulations provides that the Executive Council shall be the Principal Organ of Management and the Apex Executive Body of the Institution Deemed to be University, with powers to make rules and shall be the final decision making body in respect of every matter including academic, administrative, personnel, financial, development matters of institution Deemed to be University.

AND WHEREAS, in exercise of the powers conferred under UGC (Institution Deemed to be Universities), Regulations 2023, the Dr. D. Y. Patil Vidyapeeth (DPU), Pimpri, Pune (Deemed to be University) hereby makes the following Intellectual Property Rights (IPR) Policy, a set of structured principles, procedures, and guidelines governing the ownership, protection, commercialization, and ethical use of intellectual property practices created within our HEI & educational Institutes system. This policy shall remain in effect until further amendments are notified by Dr. D. Y. Patil Vidyapeeth (DPU), Pimpri, Pune (Deemed to be University).

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INTRODUCTION:

The present policy facilitates protection of the right of the Inventor(s) of DPU i.e. faculty/students /project staff/ supporting staff /visitors of DPU through the option of Intellectual property protection on a novel work or to keep it in public domain as they may deem fit.

In alignment with the Vision and Mission of DPU, the policy favors outreach of the novel technologies developed at DPU. At the same time, it motivates the faculty, students and researchers of DPU to initiate technology transfer using the intellectual property rights gained over a novel technology.

The present policy intends to take into consideration the sustainable use of biological diversity by DPU faculty/students /project staff/ supporting staff, its conservation, deposition of biological samples and use of natural resource based traditional knowledge as per the Indian statutory IP regime.

DPU shall follow the guidelines of the National Intellectual Property Rights (IPR) policy proposed on 12th May 2016 by the Government of India, Ministry of Commerce and Industry, Department of Industrial Policy & Promotion.

PURPOSE:

The material put forward in this document relates to an IPR policy (and related administrative procedures) with the objective that:

- (a) It lays down the norms to protect the legitimate interest of faculty/students/ project staff/ supporting staff /visitors of DPU. It provides a transparent administrative system for the ownership, control and transfer of the intellectual property created and owned by the DPU.
- (b) It shares a global perception of practices related to intellectual property retaining national identity and local constraints, avoiding as far as possible 'conflict' of opposing interests,
- (c) The policy promotes fair use of traditional knowledge while recognizing local traditional knowledge stakeholders and benefit sharing.

VISION STATEMENT

- To be globally respected University where Creativity and Innovation are stimulated by Intellectual Property upholding academic integrity.

MISSION STATEMENT

- To motivate and guide the inventors and researchers of DPU to obtain the IPRs and to provide support for the technology transfer and commercialization within the framework of the IPR policy of the university.

WHAT CONSTITUTES INTELLECTUAL PROPERTY:

Intellectual Property (IP) can be broadly listed as, but not limited to:

- Patents
- Copyrights
- Trade/Service mark
- Industrial Designs
- Plant Varieties
- Integrated Circuit Layout Designs
- Traditional knowledge and Geographical Indications

Definition

- a) Patent- a legal document that grants an inventor exclusive rights to an invention for a limited time, typically 20 years, allowing the patent holder to prevent others from making, using, selling, or importing the invention without their permission.
- b) Copyright- Copyright (or author's right) is a legal term used to describe the rights that creators have over their literary and artistic works. Works covered by copyright range from books, music, paintings, sculpture, and films, to computer programs, databases, advertisements, maps, and technical drawings.
- c) Trade/Service mark- means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colours.
- d) Industrial Design- In a legal sense, an industrial design constitutes the ornamental aspect of an article, may consist of three-dimensional features, such as the shape of an article, or two dimensional features, such as patterns, lines or color.
- e) Plant Variety- Plant Variety Protection And Farmers Rights (PPVFR) Act, 2001 is a sui generis system that aims to provide for the establishment of an effective system for protection of plant varieties and the rights of plant breeders and farmers.
- f) Integrated Circuit Layout Designs - Integrated circuits – commonly known as “chips” or “micro-chips” – are the electronic circuits in which all the components (transistors, diodes and resistors) have been assembled in a certain order on the surface of a thin semiconductor material (usually silicon).
- g) 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 and has been passed from one generation to another traditionally.
- h) Geographical Indications- means an indication which identify such goods as agricultural goods, natural goods as originating or manufactured in the territory of a country 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 and in case where such goods are manufactured one of the activities of either the production or of processing or preparation of the goods concerned takes place in such territory, regions or locality as the case may be.

Section 1

1 ADMINISTRATION OF DPU IPR POLICY

The powers and responsibilities to amend and implement DPU IPR Policy will be with DPU IPR Standing Committee.

DPU IPR Standing Committee will be the core administrating body, which will be responsible for evolving detailed procedures to facilitate implementation of the DPU IPR policy. It would also arbitrate on appeals made and any clarifications sought.

1.1 DPU IPR Standing Committee shall consist of the following members

- a. Chairman: Vice Chancellor of DPU
- b. Vice-Chairman: Dean of any one Faculty of DPU
- c. Patent Attorney: External member
- d. Legal Expert: Law officer of DPU or representative from law office
- e. One faculty member at the level of Dean/ Principal/ Head/Professor/Associate Professor from each of the constituent units to be nominated by the Vice Chancellor
- f. One nominee of the Chancellor: Representative of Management
- g. Registrar of DPU
- h. Member (Secretary): nominated by the Vice Chancellor from the faculty members under point 5.
- i. One representative from finance section nominated by Vice Chancellor of DPU

1.2 Facilitation of DPU IPR policy

For the facilitation of DPU IPR policy, DPU IPR Standing Committee can entrust the role and responsibilities to various individuals and entities to.

- a. Establish IP policies, operating procedures, invention disclosures, license agreements, relevant forms, and others
- b. channelize the invention from concept to IP protection to commercial stage
- c. engage an IP consultant or firm for representing DPU
- d. advocate effectively when proposed legislation attempts to modify existing laws
- e. execute license agreements or technology transfer agreements between inventor(s), DPU and prospective buyer/licensee.
- f. facilitate any disputes between inventor(s), DPU and prospective buyer/licensee; if any.
- g. spread awareness about IPRs by conducting workshops and seminars.
- h. conduct tech-fests to showcase innovations for possible takers of technologies developed at DPU.
- i. develop an IP cell in the future.
- j. 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.

Section 2

2 OWNERSHIP OF INTELLECTUAL PROPERTY

2.1 PATENT, COPYRIGHT ON SOFTWARE, INDUSTRIAL DESIGN, IC LAYOUT DESIGN AND NEW PLANT VARIETY

Intellectual property is owned wholly or exclusively by DPU if:

- a. It has been developed either solely with the use of funds / facilities provided by DPU or with a mix of funds/facilities of DPU and external agencies but without any formal associated agreement.
- b. It has been developed with the use of external funds / facilities, including, that of sponsored research and consultancy projects without any associated agreement.
- c. It has been developed under any contract arrangement including “work for hire”, work commissioned and/or outsourced by DPU.
- d. It has been developed pursuant to a written agreement where ownership has been transferred to DPU. Examples are work assigned to programmers, writers of DPU publications, etc.
- e. It is not assignable to an individual or a specific group of identifiable contributors, i.e. software or technology or process developed over a period with contribution from different individuals of / for DPU.

Intellectual property can be owned by Third party(ies) (exclusively or jointly with DPU) if:

- a. It has been developed with external funding from Third party(ies) including sponsored research, consultancy projects and other collaborative activity(ies) with a formal associated agreement.
- b. It has been developed without external funding from third parties under collaborative project(s) or activity(ies) with Third party(ies) with associated agreement(s).

The Intellectual property can be owned by the Inventor(s) if:

- a. None of the situations defined above for DPU or Third party ownership applies, and the IP is unrelated to the inventor’s engagement with DPU.
- b. For faculty and staff, the engagement implies responsibilities associated with employment. It is also expected that the person concerned would have pursued these activities outside of normal working hours of DPU.

2.2 Copyright other than Software

The copyright owned by the author(s):

The copyrights is owned by the authors for textbooks, research books, articles, monographs, teaching- learning resource materials.

The copyright owned by DPU:

The copyright is owned by DPU if the work is created under any contract.

The copyright reassign able to Authors:

Copyright works that are normally assignable to DPU may be reassigned to the author on request of the author provided it does not violate any agreement with Third party and does not intervene/harm the interests of DPU.

Copyright owned by student:

Copyrights of thesis, dissertations, term papers, laboratory records, and of other documents that are produced by a student during the course of his/her study will reside with the student unless restricted by an associated agreement and/or research carried out using facilities that have come to DPU with pre-imposed IP protection restrictions.

- i. If any such work could not be protected before submission of the thesis, concerned inventors should take steps to protect the IP within a period of one year of submission of thesis.
- ii. DPU would have a mechanism in place for processing such thesis in order to protect the confidential information during this period.

Copyrights owned by Third Parties**Software**

- i. DPU expects that its faculty/students/project staff/ supporting staff/visitors to understand the obligations made to the Third party related to software and databases. It is possible that DPU faculty/students/staff/project staff/visitors are engaged in developing software or other IP using software, which are not in the public domain and are proprietary to certain suppliers. It is usual for DPU to procure such software for education and research purposes. Many such licenses may have restrictions on IP creation and /or its commercial use. It is important that, if there are any restrictions in the software employed for such IP creation, the same are settled with the owner / supplier of the software, before initiating IP protection.
- ii. Software of general use shall be procured with valid license.

Other copyrighted material

- DPU and its faculty, students, supporting staff, project staff and visitors
- i. will respect protection offered by Indian copyright law to all copyrighted material,
 - ii. would use copyrighted materials for only personal use, teaching and research purposes as permitted by Indian law, and
 - iii. would not use copyrighted material in their thesis, publications, reports and other professional documents without taking explicit prior permission of the copyright holder.

2.3 Trade and Service Marks

Trade and service marks related to goods and services involving DPU will be owned by DPU. Use of DPU's name through trademark makes users obligated to certain standards and accountability.

Trade secrets and know-how fall outside the scope of protection under current IP regime of India. It is important for the owner of such secrets and know-

how to maintain confidentiality through confidentiality or non-disclosure agreements (NDA) with the other parties. In order to protect the information exchanged or being exchanged with Third party(ies) associated with an activity, Lead inventor/faculty is encouraged to sign separate NDA with third party(ies), associated faculty members, students, supporting staff, project staff and visitors. Such confidential information should not be incorporated in a student's thesis without the written permission of the owner of the information.

Work carried out or information generated under an activity at DPU will not be generally considered proprietary. Non-publication/non-disclosure of information will only imply that the results have not yet reached a stage that merit disclosure or are awaiting IPR protection.

Considerable amount of IP generated at DPU results from student's work/thesis and intended for research publication. In view of this, it is important that NDA with Third party(ies) should include clause that specifies time limit for assessment of IP created and filing of IP under an activity.

2.4 Protection of Biodiversity and Traditional Knowledge

DPU affirms that it abides with the national laws on biodiversity and traditional knowledge. Inventor(s) has/have to ensure that the provisions under the national laws on biodiversity and traditional knowledge are not violated during the course of securing any IP protection or use of such knowledge.

RESEARCH

In-house research

All rights in respect of investigations carried out at DPU shall vest in and be the absolute property of DPU except in respect of the activities carried out jointly with other institutions or agencies or under sponsorship by an agency, in which case the ownership will be decided and agreed upon mutually.

Sponsored research

Intellectual Property Rights of inventions arising out of research projects undertaken on behalf of the sponsoring agencies shall be as per the norms or regulations of the sponsoring agency. In absence of any norms or regulations, IP rights shall be taken jointly in the name of DPU and sponsoring agencies with an agreement to this effect. If the sponsoring agencies are not forthcoming such an agreement, DPU at its discretion may file the application with absolute ownership and will meet the entire cost of filing and protection of IPR. DPU or inventor(s) must procure NOC from the sponsoring agencies in such a case.

Collaborative research

All intellectual property jointly created, authored, discovered, invented, conceived or reduced to practice during collaborative research undertaken jointly by DPU with Collaborating Institutions, shall be jointly owned; and the Collaborating Institutions will be requested to share the cost of filing and maintenance of the IPR. In case the Collaborating Institutions are not forthcoming to bear fully the cost of filing and maintenance, if considered expedient by DPU, DPU will share the cost equitably with the Collaborating Institutions. Where the Collaborating Institutions are not forthcoming for filing joint IPR application, DPU at its discretion may file the application with absolute ownership and will meet the entire cost of filing and protection of IPR. DPU or inventor(s) have to procure NOC from the collaborators in such a case.

Discontinuation of service of inventor(s)

In case the inventor(s) do not continue their service in DPU but have invention/s from DPU funded/ sponsored/collaborative research projects, then the invention/IP shall remain with DPU. Due credit shall be given by DPU to the inventor(s) by enlisting their names in the invention while filing of patent or protection of IP, DPU shall however hold the IP rights of the invention. An employee of DPU involved in IP generation must give a declaration to DPU about any pending inventions to be protected in case of discontinuation of service.

IP rights of inventions beyond the professional scope of inventor(s)

IP that does not fall in the professional scope of an inventor(s)/employee of DPU must be declared prior to its protection. In such invention/s, IP rights can remain with the inventor(s) subject to a “No objection certificate” from DPU IPR Standing Committee.

Section 3

3. TRANSFER AND USE OF IP

DPU recognizes that translation of created IP to products and services of benefit to society. The DPU policy on transfer and use of IP proposed here:

- i. Commercialization of IP is generally carried out via licensing or assignment.
- ii. A licensing agreement is a partnership between an intellectual property rights owner (licensor) and another who is authorized to use such rights (licensee) in exchange for an agreed payment (fee or royalty).
- iii. An Assignment of IP involves transfer of ownership irrevocably and permanently to the assignee by the assignor .
- iv. Also, proprietary know-how generated by DPU is a known form of IP, and its transfer and use is covered by this policy.

3.1 POLICY FOR IP LICENSING AND ASSIGNMENT

Licensing intellectual property to a third party is the most common modality for technology transfer leading towards commercialization. Given the breadth of research and development taking place at DPU and diversity of the IP so created, each license agreement is somewhat unique to the technology being transferred.

The following guidelines are applicable to license agreement with a Third party :

- i. generally no entity shall be granted exclusive right for the development/commercialization of intellectual property owned by DPU.
- ii. sub-licensing must be specified whether it is permitted or not, and even if permitted, whether the consent of the licensor is required or not should be clearly stated in the license agreement.
- iii. DPU and its inventors should be protected and indemnified from all liability arising from development and commercialization of a particular intellectual property.
- iv. wherever applicable, it should be ensured that the licensing process does not restrict the research/publication rights as well as incorporation of necessary material in the thesis of the associated student inventor(s).
- v. will not place restriction(s) beyond the inventor(s) on DPU from entering research and development in the same area independently or with other organization(s).

The license agreement may contain such other provisions as may be determined by DPU in the best interest of the society.

Assignment of IP by DPU to another party may be carried out under the circumstances such as conditions by the government or its agencies, defence purposes or if the IP created distinctly accrues benefits to the society at large.

3.2 POLICY FOR IP LICENSING AND ASSIGNING FOR START-UP VENTURES WITH INVOLVEMENT OF INVENTOR(S) FROM DPU

- i. In order to encourage commercialization of IP registered and owned by DPU, inventor(s) of such IPs shall be encouraged to promote a start-up company for developing a business proposition leveraging the IP under consideration.
- ii. The start-ups in the specified instances shall be licensed IPs owned by DPU on a limited exclusivity basis initially for a period of 3 years. The licensing fee may be decided depending on the nature of funding available for such a venture including the possibility of making the know-how/technology available even without any license fee. However, all such licensing should be accompanied by an appropriate agreement and a monitoring mechanism. During the limited exclusivity period, the start-up shall have 'no rights to sub-license' to any Third party.
- iii. Once the start-up venture establishes commercial viability within the limited exclusivity period, the license agreement shall be re-visited and modified into exclusive over an extended period with a royalty consideration, the quantum of which shall be determined by DPU.

- iv. In case the start-up fails to achieve commercial breakthrough within the allotted period, the exclusivity of the license to the start-up shall be forfeited.
- v. Further, as any entity set-up under the DPU Foundation For Innovation Incubation & Entrepreneurship (DPU FIIE), DPU would have rights to IP/Know-how developed within the entity unless covered by an explicit agreement.

3.3 SHARING OF REVENUE BETWEEN DPU AND INVENTOR(S)

- i. The sub-section refers to revenue generated from monetization of IP. Protection of IP among other things is meant to provide incentives to all those associated with DPU with a potential for pursuing research leading to marketable product or processes and as a consequence generate revenue for DPU.
- ii. Therefore, it is the policy of DPU to share the revenue from monetization of IP among stakeholders. These stakeholders besides DPU will include inventors, associated academic entities of DPU and the administrative entities engaged in IP management and commercialization.
- iii. DPU reserves the right to determine the share of the different stakeholders involved in IP creation and dissemination from time to time.
- iv. Revenue share of the inventor(s) shall continue even after their association with DPU ends. The administering entity would evolve procedure to enable this sharing.

3.4 POLICY RELATED TO THE USE OF NAME OF DPU AND TRADEMARKS OWNED BY DPU BY THIRD PARTIES

DPU would allow the use of its name and trademarks owned by it to the Third party(ies) to whom IP has been licensed/assigned through a signed agreement on following conditions:

- i. IP is intended to be used for the benefit of society.
- ii. IP is licensed/assigned with an undertaking from the licensee/assignee that IP will be used-
- iii. in a responsible manner to create a product/process conforming to environmental safety, and good manufacturing practices promoted by the Government of India and its regulatory bodies.
- iv. in promoting truthful claims and information, i.e. not for misleading the society or users.
- v. without any liability to DPU in case of misuse of IP or accidental damage accruing due to use of IP.
- vi. In no case IP will be used against the interest of India.

In all such cases, the licensee/assignee must take prior approval of DPU about the manner in which the name of DPU and its trademarks are to be used in any media including print and electronic media.

3.5 NONCOMPLIANCE AND CONFLICT OF INTEREST

All inventors are responsible for compliance with government rules and DPU's policies and ordinances related to development and use of IP generated. In all activities arising out of implementation of IPR policy of the Institute, all faculty members/inventors are expected to avoid potential and mutual conflicts of interest.

Date of Implementation : 22/09/2016

Date of Amendment : 18/12/2024

SD

Dr. J. S. Bhawalkar

Annexure-I

REVENUE SHARING

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

Contributor	Share of Net Revenue
Inventor(s)/Creator(s)	60%
DPU	30%
IPR Cell/Facilitator Fund	10%

Net revenue is defined as the income received from commercialization, minus direct expenses incurred in the protection and transfer process.

The revenue sharing will be subject to agreements between inventor(s) and DPU. Where DPU reassigns the right of the IP to its inventor(s), the inventor(s) shall reimburse all the costs incurred by DPU, which include protection, maintenance, marketing and other associated costs and where inventor(s) reassigns the right of the IP to DPU, DPU shall reimburse all the costs incurred by inventor(s), which include protection, maintenance, marketing and other associated costs.

Annexure-II

INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY

Individual agreements will be referred in cases of infringement, damage, liability and indemnity.

CONFLICT OF INTEREST

- i. The inventor(s) are required to disclose any conflict of interest or potential conflict of interest to DPU IPR Standing Committee.
- ii. If the inventor(s) and/or their immediate family have a stake in a licensee- company, then they are required to disclose the stake they and /or their immediate family have in the company, and license or an assignment of rights for a IP to the licensee - company in such circumstances, shall be subject to the approval of the DPU IPR Standing Committee.

DISPUTE RESOLUTION

- i. In case of any disputes between DPU and the Inventor(s) regarding the implementation of the IP policy, the inventor(s) may approach the DPU IPR Standing Committee. Efforts shall be made to address the concerns of the inventor(s) by developing and instituting an arbitration mechanism and arrangement.
- ii. The recommendations and decision of the DPU IPR Standing Committee would be final and binding on both DPU and inventor(s).

JURISDICTION

As a policy, all agreements to be signed by DPU will have the jurisdiction of the courts in Pune and shall be governed by appropriate laws in Maharashtra /India.

AMENDMENTS AND ADDENDUMS

DPU IPR Standing Committee shall periodically review the DPU IPR policy for appropriate amendments or addendums to the policy.

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