

APPENDIX – C

PES UNIVERSITY, Bengaluru



100 ft Ring Road, BSK III Stage, Bengaluru 560085, INDIA

Intellectual Property and Copyright Policy

It is the policy of the University to encourage the development of inventions, and where its resources permit, to reduce these inventions to practice and develop their full potential to the point of practical application. The University is an educational institution devoted to teaching, research, and other scholarly activities in the public interest. The University's faculty, staff, and students, as part of their normally assigned duties and scholarly activities, carry on research which may be supported in part, or in whole, by the University from its own resources, or by grants or contracts with outside sponsors. The respective rights and obligations of the University, its sponsors, and its inventors relative to inventions resulting from research at the University are defined by this policy.

The IPC policy outlined herein is the policy of the Management of PES University ("the University").

1. Patent Policy

This policy shall apply to all employees of the University (including members of the faculty or staff) and for all persons who are not employed by the University but who participate or intend to participate in research projects and use University Resources (including students, visiting faculty, industrial personnel, fellow) and shall apply to each discovery and invention conceived, made or reduced to practice in the course of work at the University, on University funded (whether in whole or in part) projects, or with incidental use of University Resources such as University's facilities, equipment, or materials, and/or grants or contract funds furnished through the University. This policy shall apply to all Inventions conceived, made or reduced to practice since the inception of the University. Title of such inventions shall be assigned to the University, regardless of the source of funding, if any.

Waivers of any provision of this policy shall be effective against the University only if the waiver is in writing, signed by the University Registrar with the seal of the University.

2. Administrative Procedures:

The University's Registrar Office will have the exclusive right to conduct, manage, or delegate the evaluation, marketing, negotiations and licensing of Inventions.

(i) Royalties. The University shall share royalties from inventions assigned to the University with the inventor(s). Following the assignment of the Invention and associated IPC rights, any

royalty payable to the inventors of such Invention, shall be based on the royalty rate approved in writing by the Vice Chancellor of the University in consultation with the Chancellor and administrative head of the particular Campus/Faculty/Center/Department of the University that is primarily responsible for the project associated with such Invention. Royalties payable to the inventors of the Invention, shall be determined based upon relevant circumstances such as grants, contracts, or other agreements with third party organizations, relating to the Invention. When there are two or more inventors, each inventor shall share equally in the inventors' share of royalties, unless all inventors previously have agreed in writing to a different distribution of such share. If there is any suit, litigation, or other proceeding to challenge or protect patent rights, whether actual or imminent, the University may, in its sole discretion, withhold distribution and impound royalties until resolution of the matter. A deduction of 10% to cover the administrative overhead is taken from gross royalty income, followed by a deduction for any direct expenses of patent filing fees.

(ii) Equity. Equity received by the University as part of the license issue fee for patent rights related to the Invention, whether in the form of stock or any other instrument conveying ownership interest in a corporation shall, subject to applicable law, be distributed in a manner similar to royalties, after deduction of the Costs.

3. Invention Disclosure

An Invention disclosure is a document which provides information about inventor(s), what was invented, circumstances leading to invention, and facts concerning subsequent activities. It provides the basis for the determination of patentability and the technical information for drafting a patent application. Inventor(s) shall on a timely basis prepare and submit the University's Invention Disclosure Form for each potentially patentable invention conceived or first actually reduced to practice in whole or in part in the course of their University responsibilities or with use of University resources.

The Inventor(s) is free to place inventions in the public domain if that would be in the best interest of technology transfer and if doing so is not in violation of the terms of any agreements that support or governed the work. The University will not assert intellectual property rights when inventor(s) have placed their inventions in the public domain.

All decisions regarding Inventions, their commercial development, donation to the public domain, and/or assignment shall be at the sole discretion of the Vice Chancellor in consultation with the Chancellor.

4. Board of Governors Review

Any disputes that arise under this policy that are not resolved by the Vice Chancellor, shall be referred to the Chancellor of the University, who shall recommend final action to the Board of Governors. The decision of the Board of Governors shall be final with respect to all disputes.

5. IPC Agreement

All inventors hereunder shall be required to sign the University Intellectual Property and Copyrights Agreement that shall provide for express acceptance of the terms of this policy. In addition, non-employees who participate or intend to participate in research projects at PES University must also sign the University Intellectual Property and Copyrights Agreement.



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University Intellectual Property and Copyright Agreement (UIPCA)

The PES University, hereinafter referred to as the University, has certain responsibilities to see that inventions made and copyrightable materials (including software) developed at the University be used for the public benefit, be administered in such a way as to avoid cause for criticism of the University, and meet the University's contractual obligations to others. In consideration of my employment /appointment/association, and in view of the Intellectual Property and copyright policies of the University in force at this date and as may from time to time be amended, and as consideration for my use of and access to University resources, facilities and equipment, I hereby agree as follows:

I will notify the University promptly of all inventions or copyrightable materials that I have developed in the course of my duties at or for the University, with any use of facilities owned or managed by the University.

I will submit invention disclosures to the University promptly following the completion of conception or the first reduction to practice of any IP.

I agree to assign, and hereby do assign, to the University all such inventions and copyrightable material, and all copyrightable materials, inventions, copyrights, patent applications and patents relating thereto; and to execute all papers required to apply for, obtain, maintain, issue and enforce such copyright registrations, patents and applications therefor; and to provide reasonable assistance regarding such copyrights, patents and patent applications, including testifying in any interference proceeding or litigation relating thereto.

Expenses for the copyrights and patent applications, and for the assistance set forth, shall be borne entirely by the University.

I agree to notify the University of any funding from an agency of the Government of India or Industry that may have supported an invention. This is to ensure the compliance of the University with the provisions of the Government of India rules and regulations.

I understand that if the University receives funds from the licensing of copyrightable materials or patents assigned to it by me pursuant to this agreement, in excess of unreimbursed expenses associated with obtaining, maintaining and enforcing such copyrights and patents, I shall share in these funds according to the established University policy, procedures and practice in effect on the date that the patent application is filed or the copyrightable materials are completed.

This agreement supersedes and replaces any Intellectual Property and copyright agreement (or other similar agreement concerning the subject matter of this agreement) with the University heretofore executed by the undersigned.

Signature _____

Date _____

Name _____

Dept _____

PESU Emp. ID/No. _____



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Invention Disclosure Form (Internal Document)

All Inventors must sign the Invention Disclosure form before it is submitted

1. TITLE OF INVENTION:

2. PLEASE ATTACH A DESCRIPTION OF THE INVENTION

3. INVENTOR(S):

Principal Inventor:

| Name | Designation | Campus | Department | Mobile Number | Email Id |
|------|-------------|--------|------------|---------------|----------|
| | | | | | |

Others:

| Name | Designation | Campus | Department | Mobile Number | Email Id |
|------|-------------|--------|------------|---------------|----------|
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4. Details of any external funding received which lead to this invention:

(Please attach any MoU signed with external agency, if any. This information is to comply with all requirements under sponsored research agreement and applicable law(s))

5. Dates of Idea Conception & Public Disclosure:

(This information is crucial as prior public disclosure may affect the possibility of obtaining patent rights)

| Ideation | Date | Details |
|---------------------------------------------------------------------------|------|---------|
| Date of invention, if recorded and documented | | |
| Public Disclosure in writing, if any | | |
| Oral Public Disclosure, if any | | |
| If unpublished & undisclosed, any plans to publish or commercialise later | | |

6. Is Prototype working model available and tested? If yes, give details.

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| 7. Details of commercialisation, if applicable. List of potential agencies who may be interested in commercialisation of this idea. | | | | | |
| 8. I hereby confirm that this invention is not plagiarised or part of anybody else patented or published work. I agree that all rights and royalties will be distributed as per PES University Intellectual Properties Policies. | | | | | |
| Inventor's Name & Signature with date | | | Inventor's Name & Signature with date | | |
| Home Address: | | | Home Address: | | |
| Inventor's Name & Signature with date | | | Inventor's Name & Signature with date | | |
| Home Address: | | | Home Address: | | |
| Comments of Dean of Research: | | | | | |
| Signature of Dean of Research | | | Date: | | |
| | | | Place: | | |
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