



जम्मू केंद्रीय विश्वविद्यालय
CENTRAL UNIVERSITY OF JAMMU

राया-सुचानी; बागला, जिला सांबा-181143, जम्मू; जम्मू एवं कश्मीर
Rahya - Suchani (Bagla), District Samba -181143, Jammu (Jammu & Kashmir)



No: CUJ/Acad/II-17/20/2022/537

01.09.2022

Notification No. 110/2022

Sub: Intellectual Property Rights Policy of the University

Ref: Notification 110/2021 dated 24.12.2021

Pursuant to recommendations of Committee constituted vide notification under reference, **Intellectual Property Rights (IPR) Policy** of the University is hereby notified and enclosed herewith.

2. This issues with the approval of Competent Authority
3. Hindi version will follow.

(Dr. Yashwant Singh)

Registrar (I/c)

§ registrar@cujammu.ac.in

01923-249658

**All Deans of Schools
All Head of Departments
All Directors of Centres
All Administrative Officers**

Encl: as stated above

Copy to:

1. PS to Hon'ble Vice Chancellor
2. PS to Registrar / Finance Officer
3. ICT Cell (for uploading on University website)



जम्मू केंद्रीय विश्वविद्यालय
Central University of Jammu

राया-सूघानी (बागला), जिला सांबा-181143, जम्मू (जम्मू एवं कश्मीर)
Rahya Suchani (Bagla), District: Samba - 181143, Jammu (J&K)



No.CUJ/Acad/Misc. 2021/490

24 दिसम्बर, 2021

अधिसूचना संख्या 110/2021

Sub: Constitution of Committee for framing of Patent Policy of University- Reg.

The Vice Chancellor is pleased to Constitute Committee for framing of Patent Policy of University comprising following:-

1.	All Deans of Schools	Ex-Officio	Members
2.	Head, Department of CSIT	Ex-Officio	Member
3.	Registrar	Ex-Officio	Member
4.	Assistant Registrar, Academics	Ex-Officio	Secretary

2. Committee shall put up Policy framework for IPRs/Patents/Copyrights and Designs etc. in respect of Central University of Jammu within 15 days to Vice Chancellor's Secretariat for approval of Competent Authority.
3. This issues with the approval of Vice Chancellor.


(डॉ. रवि कुमार)

कुलसचिव

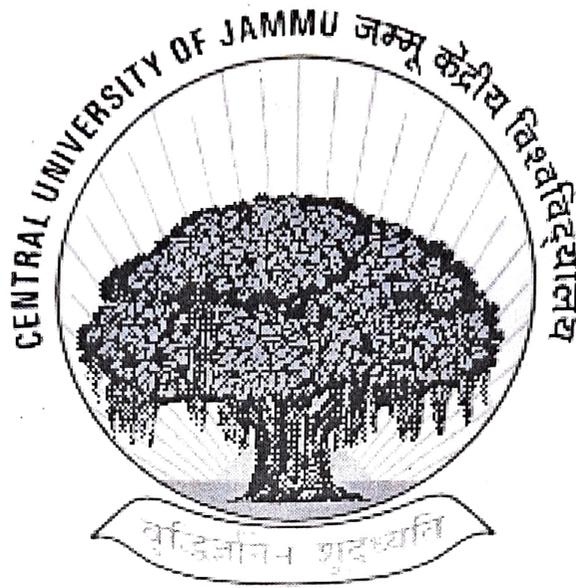
ईमेल: registrar@cujammu.ac.in

दूरभाष: 01923-249658

All Members of the Committee

Copy to:

PS to HVC / Registrar / Finance Officer



Intellectual Property Rights Policy

(Prof. Devavant)
(Prof. ...)
(Says Bhasi)

(Prof. Rasal Singh)

(Prof. ...)
(Prof. ...)

INTELLECTUAL PROPERTY POLICY DOCUMENT

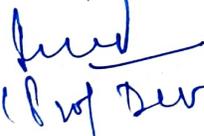
Central University of Jammu (CUJ) lays very strong focus on innovation, research and consultancy in the form of sponsored and collaborative projects, consultancy, technology transfer and IPR filing.

IPRs may be generated by the faculty, students and staff of the CUJ, while working in the CUJ, with support from either the CUJ or external funding agencies. With filing of IPRs, the CUJ would try to protect its rights as far as possible. Sharing of IPRs is decided by negotiations with the funding agency and may be on case to case basis, including quantum of sharing of revenues. All IPRs generated by faculty, students and staff (including support staff and project staff), individually or in collaboration, as part of their service in the CUJ, for all purposes would be treated as CUJ's property. In case of patent filing by student, a faculty member should be involved as a mentor by mutual understanding / consent in writing between student and the faculty.

To promote IP filing process in the CUJ following steps are involved


(Sunil Kumar)

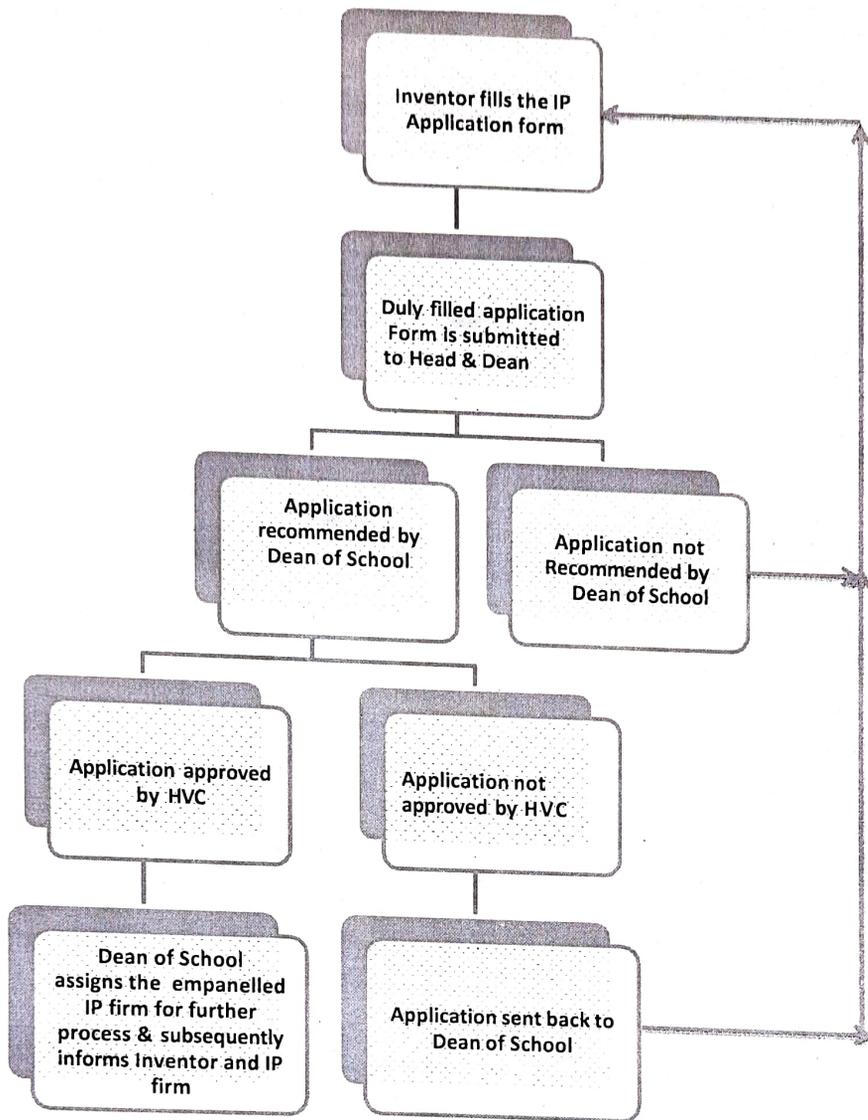

26/8/22
(Jaya Bhasi)


(Prof. Devarani)


(Prof. Raval Singh)


(Anand)


(Prof. Singh)



Note: Application in any office must be processed within three working days.

As per the above flow chart, Inventor submits the application of patent filling for normal course of action. If inventor goes out from normal course of patent filling then Inventor is required to inform the competent authority for seeking approval for doing so. After initialization of Patent application subsequent to approval of competent authority, further approval would be mandatory as per following but not limited to:

- Provisional Filing,
- Evaluation of Patent, *Q. Murthy*
- Complete filing,
- Request for early publication
- Request for Expedite Examination
- Patent Cooperation Treaty (PCT) Filing
- Foreign Filing/US Filing

Jay Khari
22/8/22
(Jay Khari)

(Prof. Rand Singh)

(Sudhakar)

(Prof. Devanand)

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A. Intellectual Property Ownership

The ownership of Intellectual Property may be classified into CUJ, Individual (or group) and third- party ownership, as defined below:

i. CUJ Ownership

- (a) Under the following cases, the intellectual property would be owned by CUJ for the Intellectual Property generated / created by faculty, students, staff, project employees, and others:
1. Intellectual property of any kind created using the funds provided by CUJ or under any program of the CUJ.
 2. Intellectual Property of any kind created using the funds provided by the Government of India, State Government, International agency or by a foreign government.
 3. Intellectual property created either as part of the normal professional duty or on contractual assignment as "work for hire".
 4. Intellectual property created as a part of executing the sponsored research / consultancy assignment. However, in such cases, specific provisions related to Intellectual Property made in contracts with the funding agencies will determine the ownership of Intellectual Property.
 5. Intellectual property such as Trademark/trade secret as an outcome from joint collaborations between the CUJ and another organization. The specific contracts with collaborative partner will determine the ownership.
 6. Intellectual property created as a part of academic program or training leading towards a degree or otherwise (including research projects undertaken by students under the supervision of a faculty).
 7. Subject to terms and conditions of a written agreement, collaborative research and subsequent Intellectual Property created with other institutions including Government Department and Agencies, PSU's and private company located in India as well as abroad.
 8. Intellectual property of any kind created using funds secured by Corporate Social Responsibility (CSR) grants from Industry.
 9. Any combination of the above.
- (b) Copyrights of any form, including software, developed as part of any of the academic program or course works (short-term programs, etc.) created by faculty / Student / Staff or any other person associated would be with CUJ. However, the authors viz. faculty/ Student/Staff would have the rights to use material for their teaching and non- commercial research purposes. The CUJ will not claim ownership of copyright on books and scientific articles authored by CUJ personnel, excluding the cases where funds have been provided by CUJ for the purpose and the copyright has not been created under any of the circumstances mentioned in point (a) above.

(Devaran)

Jayesh
20/8/22
(Jayesh Bhasin)

(Prof. Rowling)

(S. Singh)

(Sharma)

II. Inventor/Author Ownership/Rights

CUJ would own the intellectual property rights for the Intellectual Property generated/created by faculty, students, staff, project employees under the assigned / normal area of research/teaching/ academic program (as the case may be), unless a written agreement on the contrary is made.

Inventors/Authors will own intellectual property when the work carried out is outside the assigned/ normal area of research, teaching, academic program, as the case may be, without the use of CUJ resources such as lab equipment and CUJ manpower etc.

It is also expected that the person concerned would have pursued these activities outside of normal working hours of CUJ. Under the scenario Inventors may have the right to use in his/ her future work if it is extended outside CUJ with prior permission from the CUJ authority.

However, it shall be the responsibility of Inventor/Author to inform the CUJ about such work being researched, developed and an application for registration of such intellectual property being filed in India or abroad subject to approval of the competent authority to doing so. In such cases Inventor/Author will be allowed to go ahead with patent filing on his/her own and CUJ will not have the ownership and/or revenue sharing.

In specific case if the patent rights is to be transferred to a different agency such as defense or other Govt. agency of national importance for some valid reason the cost of transferring the right as applicable will be borne by the agency.

In case the inventor is deceased during the time intervening between the filing of the application and the granting of a patent in that case the CUJ reserves the right to nominate another member to carry on the patenting process if the IP is generated utilizing CUJ resources or in collaboration with other sponsoring agencies, else the legal representative of the deceased inventor will have the right to do the needful process on behalf of the inventor.

III. Third-Party Ownership

(a) Subject to terms and conditions of a written agreement between CUJ and other organizations/institutions, under the following cases, the intellectual property may be owned fully or partially by Third-Party for the Intellectual Property generated/created by faculty, students, staff, project employees, and others:

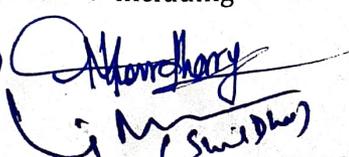
1. If the funds are provided by a third-party, either partially or fully.
2. Exchange programmes of CUJ and other organizations/institutions.

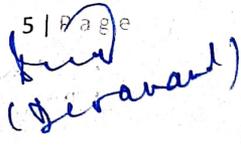
(b) However, the ownership of the Intellectual Property created will remain with CUJ, incase no such specific contract exists.

(c) If an Intellectual Property is created at CUJ, CUJ will be automatically authorized to retain a non-exclusive, free, irrevocable license to use Intellectual Property for teaching and research activities. However, in no case the terms of confidentiality agreement as well as other terms and conditions including that of ownership of

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(Jaya Behari)


(Prof. Rajal Singh)


(Anand)

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(Girvanant)

Intellectual Property as maybe mutually agreed upon under the agreement signed by CUJ and the third-party would be violated.

- (d) In case one of the employee or student of CUJ creates an IP, fully or as a part of a team, during official leave, sabbatical, deputation, etc., it would be responsibility of CUJ employee or student to officially communicate the IP to CUJ. However, even during official leave, sabbatical, deputation, etc., if the IP is developed using significant CUJ resources, either partially or fully.

B. Disclosures, Confidentiality and Assignment of Rights

1. Intellectual property created as a part of executing the sponsored and / or collaborative work, the specific provisions related to IP made in contracts with the funding agencies will determine the ownership of IP.
2. For all other IPs produced at CUJ, not covered under B1 above, the authors/inventors would be required to submit their IP in INTELLECTUAL PROPERTY FORM to Dean of School concerned through Head of Department / Director of Centre in specified format (Annexure I/II).
3. For all the students of the CUJ, it would be mandatory to assign the rights of their thesis/ project reports, etc., counter signed by their supervisor(s), at the time of submission of the Ph.D/Master thesis or B.Tech reports.
4. In case, an author/inventor leaves the CUJ, then he/she would mandatorily assign the rights of the IP to CUJ before leaving the CUJ and would agree to the terms and conditions for the sharing of any financial benefits on commercialization of IP.
5. In all such cases, it would be the responsibility of authors/inventors to maintain confidentiality of the Intellectual Property in perpetuity. This would be applicable to both CUJ and non-CUJ personnel.

C. Contracts, Agreement s and Legal issue

1. All agreements related to IP or containing clauses related to Intellectual Property and/or any payment related to intellectual property, including, but not limited to the following categories, undertaken by any CUJ employee and students need to be approved by the CUJ:
 - a) Non-Disclosure Agreement
 - b) Confidentiality Agreement
 - c) License Agreement
 - d) Technology Transfer Agreement
2. Dean of School concerned, with specific approval of the Vice Chancellor, will be the authorized signatory in all categories of agreements listed above in addition to concerned faculty member, staff, and student of the CUJ.
3. In case of violation or infringement of any IPR by the faculty, students, staff of CUJ, the Vice Chancellor of the CUJ will form an administrative committee comprising Dean of the School concerned (Chairman), One Legal Expert (Member) and one External Subject Expert (Member) to make necessary investigation and submit its report for further

(Smit) *Jayesh* 26/07/22 *(Prof. Ramesh)* *Monohary* 6 | Page
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needful action. However in case of any third party involvement in the infringement, the administrative committee will include external experts in addition to internal members to investigate the matter and submit its recommendation for any legal course if needed.

4. Litigations arising in International court or National courts will be handled by legal advisor of the CUJ or another attorney appointed by the competent authority of the CUJ in the jurisdiction of Jammu Division.

D. Commercialization

1. Cases wherein inventor intends to initiate start-up (with NOC from other inventor(s)), CUJ may offer a limited, non-exclusive and revocable license for commercialization, without an up-front fee, so as to promote entrepreneurship subject to an agreement to other terms and conditions as may be put forth by CUJ vide a written contract.
2. For CUJ owned Intellectual Property, CUJ would identify potential licensee for the same to market it.
3. For IPs, for which the rights have been assigned to the CUJ, CUJ reserves the right to identify and appoint licensee for its commercialization on the terms and conditions it may deem fit.
4. For the IPs, where exclusive rights have not been licensed to a third party, the creators would be free to contact potential licensee(s), while maintaining confidentiality and value of the IP.
5. license (whether exclusive or non-exclusive), if given subject to terms and conditions of a license agreement, to industry shall be time bound (maximum period 7 years) with a condition that if company having a license is failed to commercialize the Intellectual Property or accomplish milestones as may be enumerated under the agreement, then CUJ can license to other entities. It is clarified that license, if given, shall be a limited, non-exclusive and revocable license and subject to adherence to other terms and conditions including those pertaining to royalty and/or any other upfront licensing fees, its specific percentage and payment terms as shall be put forth in the written agreement.
6. CUJ may continue further R&D on licensed Intellectual Property, which shall be an exclusively with CUJ. However, this right to continue further R&D shall be intimated to the licensee vide a specific clause under the written license agreement.
7. The inventors would ensure inclusion of disclaimer on Technology merchantability so as to absolve CUJ from all legal liabilities.
8. In case of any improvements done by the licensee on the intellectual property owned by CUJ, the CUJ would own the rights on the same, subject to terms and conditions of a written agreement between CUJ and the party making/involved in making such improvements.
9. In certain case if the patent needs to be sold, it may be done with proper agreement between the parties, as devised by the empanelled IP firms, while considering various aspects such as revenue sharing between the CUJ and Inventors, rewards and recognition to each member including faculty, students and researchers etc.
10. If the patent is generated with Industrial consultancy and Sponsored research (ICSR),

(Signature)
(Shri Dhar)

(Signature)
26/8/20
(Jai Bhai)

(Signature)
(Prof. Rasal Singh)

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(Signature)
(Devi)

the process will be governed by proper agreement between the CUJ and the concerned Industry or funding agency in consultation with the empanelled IP firms in the CUJ.

11. If an inventor aspires to go for startup and entrepreneurship by commercialization of the IPR it will be governed by the Rules and regulations of University Business Incubation Cell (UBIC).

E. Patent filing/Renewal:

If the ownership of the IP lies with the CUJ, the CUJ will extend financial support in the filing process of the IP or from some other funding agencies. As for the renewal of the patent, it may be done based on the recommendation of a review committee constituted by the competent authority.

F. Revenue Sharing

The net earnings from the commercialization of IP owned by CUJ would be shared considering the following scenarios proposed by the Inventor/author and recommended by Dean RSPC and approved by Vice Chancellor.

1. WHERE IP IS CREATED BY A FACULTY USING CUJ'S RESOURCES UNDER NORMAL COURSE OF ENGAGEMENT WITH CUJ & USING CUJ FUNDS (INCLUDING GOVT. FUNDS)

Inventor (s):	70%
CUJ:	20%
CUJ Overhead	10%

2. WHERE IP IS CREATED AS A 'WORK FOR HIRE'

Inventor (s):	40%
CUJ:	50%
CUJ Overhead	10%

3. WHERE IP IS CREATED BY STUDENT AS A PART OF ITS ACADEMIC PROGRAM USING CUJ'S RESOURCES & SUBSEQUENTLY ASSIGNED TO CUJ IN FURTHERANCE TO THIS POLICY

Inventor (s):	50%
CUJ:	40%
CUJ Overhead	10%

4. WHERE IP IS CREATED BY A STUDENT AS A PART OF ITS ACADEMIC PROGRAM NOT USING CUJ'S RESOURCES & SUBSEQUENTLY ASSIGNED TO CUJ IN FURTHERANCE TO THIS POLICY

Inventor (s):	70%
CUJ:	20%
CUJ Overhead	10%

Devi
Devi (Sunkh)

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(Jayblein)

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(Prof. Ravi Singh)
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(N. Singh)

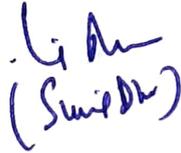
5. FOR ANY OTHER CASES EXCLUDING THE ABOVE FOLLOWING PROPORTION WOULD APPLY

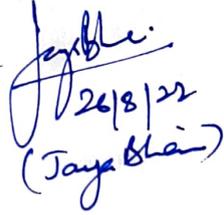
Inventor (s):	55%
CUJ:	35%
CUJ Overhead	10%

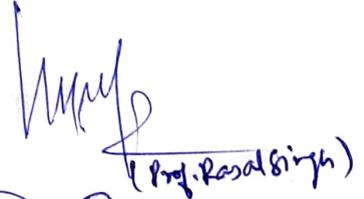
In case of two Inventors, the Lead Inventor shall have 60% of the share and the other Inventor shall have 40% of the share of the earnings. In case there are more than one Inventors, Lead Inventor shall have 50% of the share and rest 50% shall be divided equally among all Inventors.


(Anand)




(Anand)


26/8/22
(Jaydeep)


(Rajat Singh)


(Rajat Singh)



Annexure I

जम्मू केंद्रीय विश्वविद्यालय Central University of Jammu

राया - सूचानी (बागला), जिला सांबा - 181143, जम्मू (जम्मू एवं कश्मीर)
Rahya - Suchani (Bagla), District: Samba - 181143, Jammu (J&K)

INTELLECTUAL PROPERTY FILING FORM

Please use this form for all types of IP (Patent, Copyright, Design, Marks, even know-how)

Title: _____

SECTION-I (ADMINISTRATIVE & TECHNICAL DETAILS)

1. Please list inventor(s) who have contributed in the main inventive step of the invention. Inventor is a person who has actually participated in the inventive step, in case a person has worked under instructions, then he/she is not an inventor for the purpose of patent.

Name:

Name:

Email:

Email:

Contact address:

Contact address:

Mobile:

Mobile:

Students should provide their permanent (personal) e-mail ID.

2. What is the area of the invention
3. What is the problem in the area?
4. What is the objective of your invention?
5. What is the Novelty?
6. What is the utility (advantages) of the present invention over comparable inventors available in literature including patents?
7. Has the invention been tested experimentally (proof-of-concept/Prototype)? (If yes, please add the details)

(Dewan)

(Sunder)

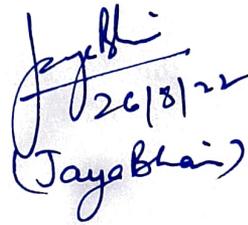
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(Jays Bli) 26/8/22

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(Prof. Laxmi Singh)

8. Can you think of applications of your invention?

Signature


(Devanand)


26/8/22
(Jayabhai)


(Jayabhai)


(Suni Dhar)


Prof. Raval Singh


Manohar

SECTION-II (IPR Ownership)

1. Was the intellectual property created with the significant use of funds or facilities of CUJ?
2. Please describe the source of funding for the invention (Name of the funding agency and copy of agreement, letter of intent if any, must be enclosed with this form).
3. Have you presented/published in any Journal/conference if yes, please give details?
4. Was the intellectual property created in the course of or pursuant to a sponsored or a consultancy research agreement with CUJ? If yes, please enclose a copy of MOU with concerned project.
5. Was the intellectual property created as a part of academic research leading towards a degree or otherwise?
6. REVENUE SHARING AMONG INVENTORS: Please disclose the extent of contribution of each inventor in the invention in percentage terms for revenue sharing.

NAME OF THE INVENTOR (S)	% SHARE*	SIGNATURE
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* If this column is not filled then it will be assumed that all inventor(s) have equal contribution, however still all inventor(s) have to sign it.

<p><i>Abhijit</i> <i>(Devanand)</i></p>	<p><i>Jayblei</i> 26/8/22 <i>(Jayblei)</i></p> <p><i>Li An</i> <i>(Sunil)</i></p>	<p><i>(Prof. Prasad Singh)</i></p> <p><i>(1988)</i></p>
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SECTION-III (Commercialization)

1. Who are the Target companies, both in India or abroad?

Please give specific list of companies and contact details of concerned person who can be contacted for initiating Technology Licensing

S. No.	Name of Companies	Contact details if available

Development stage:

In your opinion which of the three best describes the current stage of development of the invention as it relates to its marketability:

----- Embryonic (needs substantial work to bring market)

----- Partially developed (could be brought to market with significant investment)

----- Off-the-shelf (could be brought to market with nominal investment)

Undertaking: - The affiliation of Intellectual Property will be of CUJ and rules of the CUJ will be binding as applicable.

NAME:

NAME:

NAME:

Signature of all Inventor(s) with date

Recommended / Not Recommended
Head of Department / Director of Centre

Recommended / Not Recommended
Dean of School

Jayshree
26/8/22
(Sage Blei)

Approved / Not approved
Vice Chancellor

Prof. Rasal Singh
Prof. Rasal Singh

Shankar
Li M
(Sage Blei)
Devanand
(Sage Blei)



Annexure II

जम्मू केंद्रीय विश्वविद्यालय
Central University of Jammu

राया - सूचानी (बागला), जिला सांबा - 181143, जम्मू (जम्मू एवं कश्मीर)
Rahya - Suchani (Bagla), District: Samba - 181143, Jammu (J&K)

Request for Provisional Patent Filing

I [Name] working as..... [Designation] in Department of have developed a technical know-how Titled: which I feel has immense commercial potential, and can benefit the CUJ but there is an urgency that requires immediate Provisional Patent Filing, since the normal procedure may result in delay, which can defeat the entire objective.

The nature of urgency is as follows:

The source of funding for development of technical know-how in question is:

[If the source of funding is other than Central University of Jammu then please attach the consent letter and/or no-objection from the funding agency and Memorandum of understanding or Agreements, if any]

I undertake to suggest at least one company/start up area wherein the Commercialization aspects of the patent is applicable at the time of the submission of Intellectual Property Disclosure form (IPDF) I declare that I am aware about the CUJ's policy of maximum number of Provisional Patents, i.e. at a given time applications for not more than 2 provisional patents by the same inventor will be considered.

I also declare that by filing this Patent I am not voiding any agreement/MoU with any third party

Signature with Date and Name

Jaybali
26/8/22
(Jaybali)

(Prof. Ramesh Singh)

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(Handwritten signature)
(Handwritten name)

(Handwritten signature)
(Handwritten name)
(Handwritten name)

Dean of School