



# Punyashlok Ahilyadevi Holkar Solapur University, Solapur

## Intellectual Property Rights (IPR) Policy



**INTELLECTUAL  
PROPERTY**





पुण्यश्लोक अहिल्यादेवी होळकर  
सोलापूर विद्यापीठ

# Intellectual Property Rights (IPR) Policy

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# INTELLECTUAL PROPERTY RIGHTS POLICY

## **PREAMBLE**

Faculty, staff and students of Punyashlok Ahilyadevi Holkar Solapur University are engaged in Research & Development work of diverse nature. Many of these R & D Programmes lead to evolution of intellectual property (IP) in the form of patents, know-how, copyrights, designs, instruments, devices, processes, specimens, software and other inventions, which can be commercially exploited either with or without registration under the Patents Act/Copyright Act. Such a commercial exploitation can be of considerable socio-economic benefit to the country. The University, therefore, encourages the protection and licensing of such IP to organisations which can effectively utilise the same for commercial exploitation. This would yield financial returns to the University, and partially support the R & D efforts.

Intellectual property could result from research supported by the University or government departments, or from research supported by industry or independent research organizations such as BRNS, DSTCSIR, DRDO, etc. Funded research may impose contractual obligations on the University with respect to ownership/licensing of intellectual property, which have to be agreed upon clearly and explicitly at the time the contracts are entered into. This document states the policy of the University with respect to protection, ownership and licensing, of IP that is generated with/without external funding.

## **Guidelines:**

This IPR policy is to be followed in all matters related to IPR at the Punyashlok Ahilyadevi Holkar Solapur University, Solapur. In view of the evolving nature of the IP scenario, this policy may be modified from time to time to suit the emergent needs, or on a case-by-case basis. The IPR committee will address such specific cases by using this IPR policy document as the guideline.

IPR Cell is the nodal agency of the University for processing all IPR related matters addressed in this policy, viz. any intellectual property generated out of the intellectual effort of the creator employed temporarily or permanently at University or studying at University.

### **1. Objective**

The objective of this policy document is to lay down the policy to:

- a) foster, stimulate and encourage creative activities in the widest sense in the areas of technology, sciences and humanities.
- b) protect the legitimate interests of faculty/scholars/students of the University and the society and to avoid as far as possible conflict of opposing interests.
- c) lay down a transparent administration system for the ownership control and assignment of intellectual properties and sharing of the revenues generated by the intellectual properties generated and owned by the University.

## 2. **Definitions**

The meaning of terms in these rules is as given below, unless the context otherwise requires.

- a) "Copyright" means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work.
- b) "Creator" means any employee of the Punyashlok Ahilyadevi Holkar Solapur University, Solapur and includes those who are on probation, those who are employed on temporary basis either in the University and/or in projects and those who are research workers, research scholars or students who are responsible for the creation of an Intellectual Property, using the facilities of the University.
- c) " Director" means the Vice-Chancellor of the Punyashlok Ahilyadevi Holkar Solapur University, Solapur.
- d) "University" means the Punyashlok Ahilyadevi Holkar Solapur University, Solapur.
- e) "Intellectual Property" broadly includes any property generated out of intellectual effort of the creator(s). It includes but not limited to
  - (I) New and useful scientific and technical advancement in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties etc. which are patentable.
  - (ii) Industrial and architectural designs, models, drawings, software, creative, artistic and literary works teaching resource materials generated, records of research etc., which are copyrightable.
  - (iii) Trademarks, service marks, logos etc.
- "IPR Committee" The committee constituted by the Vice-Chancellor from time to time to evaluate and make recommendations regarding IP related issues.
- g) "Patent" means a patent granted under the provisions of the Indian Patents Act, 1970.
- h) "Patentee" means the person for the time being entered on the Register of Patents kept under the Indian Patents Act, 2002 as the generator or proprietor of the patent.
- i) "Revenue" is any payment received as per an agreement by the University usually for legal use of an Intellectual Property through a license.

## 3. **Ownership**

- a) Inventions, Designs, Integrated Circuit Layouts and other creative works:
  - (i) University shall be the owner of all intellectual properties (IP) including inventions, software, designs and integrated circuits layouts, specimens, created by creators, unless specific agreements / contracts are entered into by the University as described below, prior to the creation of the IP, with an agency funding the research leading to the creation of the IP, or with a temporary employee or student.
  - (ii) Specific provisions related to IPR made in contracts governing the

collaborative activity shall determine the ownership of IP arising out of sponsored or collaborative research, or consultancy assignment. The MoU / contract for such a project may require

- (a) joint ownership of such IP between Punyashlok Ahilyadevi Holkar Solapur University, Solapur and the sponsor, or
  - (b) full ownership of such IP by the sponsor, or
  - (c) exclusive licensing of such IP owned by the University to the sponsor or its nominees, or
  - (d) a separate agreement / contract to be entered into at a later date consequent to creation of such IP, for exclusive / non-exclusive ownership / licensing of the IP. In all these cases, the contract / agreement / MoU will specify conditions such as right of first refusal to such IP if applicable, the fee/royalty payable for ownership / licensing of such IP as applicable, and also specify how the patent filing, registration and maintenance costs will be borne by the sponsor and / or the University. When faculty / staff enter into an agreement for undertaking sponsored research or consultancy, they are required to assist the University to determine which of the above options is applicable to the particular project given the nature of research proposed to be undertaken, the degree to which prior relevant expertise of the researchers and University facilities are leveraged, and the amount of funding provided.
- (iii) If an IP is created as a result of a sponsored research project or consultancy assignment/project where the contract / MoU / agreement does not specify the ownership and / or licensing of such IP" the University and the sponsor shall jointly own the IP. The University may however, if it deems appropriate, enter into a separate agreement / contract with the sponsor for licensing the IP to it, which will specify payment of additional fees/royalty.
- (iv) An employee of the University who is on sabbatical or other forms of long leave, or a student who is on leave or is permitted by the University to be employed in an organization while being registered as a student, and who is engaged in research in an/the organization with the permission of the University, will be permitted to directly negotiate with the organization, the terms of any IP sharing that is generated, in its entirety and without any use of University resources, during the duration of the engagement in that organization. However, any revenue that is received by the employee/student subsequently while on duty at the University, as royalty / fees for the IP generated as above, shall be subjected to the prevailing IPR revenue sharing norms of the University. IP developed by the said employee or student during this period without involvement of creators who are employees or students of the University will be outside the purview of this policy.

However, in case the IP so created by the employee/student, during the leave period as described above, is based in part or full on prior IP developed at the University, the employee/student is required to inform the University and enable the University to enter into a licensing

agreement with the organization in which the employee/student is temporarily engaged.

**b) Copyrightable Works:**

(1) Ownership of copyright of all copyrightable work including books and publications shall rest with the creator of the original work with the following exceptions :

If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IPR made in contracts governing such \_ activity shall determine the ownership of the copyright.

(ii) University shall be the owner of the copyright of work, including software, created with significant use of University resources.

(iii) University shall be the owner of the copyright on all teaching material developed as part of any of the academic/distance learning programs' of \_ University. However, the creator(s) shall have the right to use the material in her/his professional capacity.

**c) Trade Mark(s)/Service Mark(s):**

Ownership of trade mark(s), service mark(s) logos created for University shall be with the University.

In cases of all IP produced at the University, the University strongly desires to retain a non-

exclusive, free, irrevocable license to copy/use the IP for teaching and research purposes only, consistent with confidentiality agreements entered into by the University, if any. This is to enable the University to benefit from IP created by its staff and students for carrying out its teaching and research functions.

**4) Evaluation and Management of IP**

The IPR Cell of the University is responsible for evaluating, protecting, marketing, licensing and managing, the IP generated at the University. The creators of the IP shall provide all the necessary information to IPR Cell to enable it to determine whether the University desires to own and manage the IP. An Invention will typically be patented by the University if it has ultimate commercial motivation and viability, even if it is not in the immediate future. If the University decides not to own and manage the IP, it shall permit the creator(s) to file patents and protect the IP on their own. However, share of the University in revenue resulting to the employee / student from licensing from such IP will be determined as described in Section 9. In the case of patentable IP, it is essential that patent protection is filed before publication or disclosure in any other form in public domain of the patentable IP.

The IPR Committee will examine the IP application and will then make specific recommendations regarding Patentability/Registration of the proposal by the University.

The committee may seek the assistance of experts for this purpose. In all these endeavors confidentiality of the IP shall be strictly ensured.

In case the contract / agreement / MoU with a sponsor specifies that the

sponsor will manage the process of filing of patents and bear the associated costs, the creators will provide information to the IPR Cell / Office of each such filing / application. Details of the invention need not be provided in such cases in the interest of confidentiality, if so desired. Progress of the application through various stages, such as PCT, national phase, etc will be informed to the IPR Cell by the creators as and when the creators become aware of such progress.

## **5) Registration of patents/Copyrights:**

### **a) Filing of Applications in India**

Creators of the know how/designs/instruments/devices/processes/specimens and other such IP, who want to get patent(s) for the patentable IPs are required to make an application for the purpose to the Director, Innovation, Incubation and Linkages as per the procedure specified by the University at the time. In case, a sponsor of the research leading to the IP has contractually undertaken the responsibility of filing of applications, the creator may interact with the sponsor for the filing, after informing the Patent Cell / Office of the same. The creator is required to keep the Cell / Office informed of the progress of the application as it goes through various stages. The details of the application such as title, names of inventors, etc. must be provided, although the invention details need not be provided as long as the details are not public knowledge in the patenting process.

Creator(s) are encouraged to file a provisional patent as soon as possible in order to protect their rights to the IP. As part of this process, a search report can also be obtained of existing patents that may relate to the key contributions of the proposed patent, to assist the creator(s) in their decision regarding filing of an application. If the creator(s) can pay for the cost of provisional filing from (a) the funds of the research project resulting in the IP, or (b) the PCF(s) of the creator(s), or (c) Development fund of the department(s) of the creator(s) with approval of the concerned department Heads, or (d) personal financial resources of the creator(s), the permission for filing of provisional patent will be given automatically before evaluation of the application made by the creator(s) by the IPR Committee.

In such cases, the technical details of the invention need not be provided to the IPR Cell at this stage in the interest of confidentiality. However, should the University after due evaluation decides not to manage the IP, the provisional application will lapse, unless the creator(s) decide to take up the subsequent stages on their own. In such cases, the University will waive its rights to the ownership of the patent rights. If University decides to jointly or fully own and manage the IP, it will bear all costs related to filing and protection after the date on which it decides to do so. In case, the creator(s) paid for the provisional filing from personal financial resources or PCP', these costs will be reimbursed after the University decides to own and manage the IP.

IP-related information will either not be disclosed at all, or be provided

on a need-to-know basis to certain employees of the University. All University employees associated with any activity of University shall treat all such IP-related information, which they may have access to as part of their official duties, as confidential. Such confidentiality shall be maintained till such time as required by the University or by the relevant contract, if any, between the University and concerned parties, unless such knowledge is in the public domain or is generally available to the public.

#### **b) Filing of Applications Foreign Countries**

The University may consider requests for registration of Patents in foreign countries, based on the merit of the IP. Typically, the process to be followed in such cases is the filing of a provisional application, detailed evaluation of the commercial potential of the IP in the countries proposed for filing, filing of PCT application in case such potential is present, followed by national phase filing in the selected countries. During the time before the process reaches the national phase, the commercial potential will be continually assessed, and if at any time it appears that the commercial potential in a foreign country appears to be low, University may decide to not file in the particular country. During this period, the creator (s) are also encouraged to apply for financial support for international filing being provided by several ministries to public institutions. If the University decides not to file such a patent in any foreign country, the University shall assign the rights for the IP in that country to the creator (s) and permit the creator (s) to protect the IP in that country either on their own or in partnership with a sponsor. Any revenue accruing to the creator (s) as a result of exploitation of the rights assigned to the creator (s) in that country will be subject to the rules for sharing of revenue with the University that are applicable to the creator (s)

### **8. Licensing of IP**

University, through its IPR Cell, or its agents, or the creator(s) may approach external agencies for licensing of IP owned by it. All agreements shall be signed by the Director, Innovation, Incubation & Linkages and the creator(s) of the IP being transferred, on behalf of the University.

In case of IP involving more than one creator, a coordinator from among the creator(s) shall be identified by the creators, for IP protection purposes. At this stage, all members of the group of creators shall sign a revenue sharing agreement for the IP being transferred. This revenue sharing agreement may be modified at any time on mutual consent among the creators and intimated to the Director Innovation, Incubation & Linkages. Any conflict with regard to revenue sharing among the creators will be resolved by the University which is binding on all the creators of the IP.

### **9. Revenue sharing**

a) The revenue shall be divided among the creators as per the prevailing

IPR revenue sharing norms of the University at the time of signing of the agreement. In case the patent filing and registration costs for one or more countries are not borne by the Institute, the creator can first deduct the costs incurred by the creator in this regard and in regard to maintenance of such patents from income accruing to the creator from the commercialization of the patent in those countries. Excess income beyond such recovered costs will be shared with the Institute as per the prevailing norms of the Institute. Any MoU signed by the University with the sponsoring agency based on which the IP is generated, or with any patent filing organization, may supersede provision under this clause. The share of profit from the registered patent, copyright etc. shall be in the tune of 70% of the creator and 30% to the University. The creator shall obtain the consent/ permission of university before commercializing the registered IPR in any form.

- b) The creator(s) can start a new research project with the amount available to them from such revenue, i.e. the entire amount or a partial amount of the creator's share can be put into a new research project for further development on the patent topic or further research in a related area. On request by the creator(s), the University will contribute an equal share, but the maximum share of such contribution by the Institute will be limited to 50% of the revenue accruing to the University.

**10. Exception in case of IP unrelated to official work** Creator(s) may apply to the University for permission to patent / license know-how to organizations by themselves, when such IP is not related to the official duties and roles of the creator in the University. Such IP will typically in an area totally unrelated to the professional expertise of the creator for which the University has employed him/her. IPR Committee will examine the proposal and recommend whether or not the request by the creator(s) can be acceded to. If on the recommendations of the Committee the Vice Chancellor permits the creator(s) to own/protect/license the IP independently, the creators will be the sole beneficiary of all earnings from such IP and no amount therefrom will be payable by the creator(s) to the University.

### **11. Copyright**

- a) All Ph. D. / M.Phil theses are to be copyrighted with a copyright note: Punyashlok Ahilyadevi Holkar, Solapur University (year). All rights reserved. The technical reports, review works, may also be copyrighted, if the author wishes to copyright.
- b) The author of a report may also request to copyright on behalf of the University, any other material such as M.Sc. project reports.
- c) While copyrighting the thesis it is responsibility of the creator to ensure that the contents do not violate any copyright rules. If diagrams, tables and text are reproduced from any other copyrighted work, prior permission is to be obtained by the creators from the owner of the copy right document from where the material is taken.
- d) If information from some other sources are included, appropriate

acknowledgement has to be given to this source, as per copyright law.

e) Exception

- (i) The ownership of the copyrights by the University way deprives the claims of the creators/ authors to publish the contributions in scholarly and intellectual work, and their authority to improve, publish and propagate the work. When a journal that accepts a paper submitted by an employee/student requires copyright for the paper to be given to them before publishing the said paper, the employee/ student may do so.
- (ii) The University may waive ownership of copyrights it owns in favour of the author(s), contributors(s) on request.
- (iii) Students and scholars may be allowed ownership of the copy rights to their works provided.
  - \* They do not result from works for which they had received financial or supervisory support of any form from or through the University.
  - \* The work does not include any material generated entirely or partially with the help of University facility or ongoing research programme or the intellectual input of any employee of the University.

## **12. Computer Software**

- a) A Computer software may be patented, copyrighted or trademarked depending upon the IP Content. A computer Software may be distributed by its creator to researchers / teachers / students in other institutions for research and teaching purpose only after obtaining appropriate undertaking from the recipient to the effect it will not be used for commercial purpose nor will it be transferred to any other party without explicit permission of the creator / University. This transfer does not liberate the software from IPR protection. The creator may decide to put IPR protectable software on public domain in the spirit of dissemination of scientific knowledge or set standards or obtain scientific feed back from the users to advance the research. However, the creator is encouraged to protect IP of such software as per the usual procedure.
- b) The legal and IPR restrictions by the suppliers of the software in the use of all software procured by the creators shall be clearly understood and adhered to.
- c) University encourages incorporation of software without license restrictions in the research and development works undertaken by its employee / students since they do not restrict, constrain and impair the University right to develop and distribute the R & D work.
- d) Before copyright and patent for software ownership is sought for by creator(s) the terms and conditions are to be settled with the owners of the copyright to the original software platforms, based on which the new software may have been developed.

## **13. Publication based on IP**

- a) Faculty members, scientific staff, research scholars disseminate their creative work through publications for which they generally have unrestricted freedom. Publications constitute only a part of the body of knowledge generated. The University policy is to encourage transfer and

dissemination of knowledge in as complete a form as possible subjected to the following restrictions.

- (i) In the case of publications based on externally sponsored work permission from the sponsoring agency may sometimes be contractually required. The University agreement with the sponsor usually requires that this permission may not be normally denied except so far as to protect any tangible IP which may be of commercial value or of security interest to the sponsor, and the sponsor will act within a reasonable time to give the permission to publish.
- (ii) All publications based on sponsored project shall also acknowledge the sponsor's support for the work reported in the publications.
- (iii) All the contracted obligations have to be adhered to by the creators in the case of IP generated through sponsored work.
- b) In Case of patentable IP, it is desirable to obtain the patent protection at least in the form of a provisional application before such an IP is either published or exchanged so that both academic and commercial value of the IP is protected.
- c) In order to protect the commercial value of an IP without affecting the exchange of information, a special confidentiality agreement may be signed between interacting parties before exchanging the information about any IP.

#### **14. Agreements and Contracts**

- a) Agreement Categories and authorized signatories All agreement including but not limited to the following categories, are to be approved by University.
  - (i) Confidentiality Agreement, Classified Information Non-disclosure (Specific)  
Agreement, only to enable the University to ensure that the Agreement does not render the University liable in any manner for breach of the agreement. Since such agreements often need to be entered into quickly to enable progress in collaboration / interaction, Institute will respond promptly if the Agreement is entirely between the external party and the employee or student, and the Institute is not directly or indirectly made liable by the Agreement in any manner.
  - (ii) Revenue Sharing Agreement, Indemnity agreement.
  - (iii) Evaluation Agreement, Consultation Agreement, Research and Development Agreement (R & DA/MOU)
  - (iv) Technology Transfer Agreement, License Agreement, IP assignment agreement.
  - (v) Alternative Dispute Resolution Agreement.  
Director, Innovation Incubation & Linkages as designated by the Vice Chancellor, acts as the final signing authority in all the categories of agreements listed above, except confidentiality agreement which may be signed by the creator with the consent of Director, Innovation Incubation & Linkages.
- b) Infringements, Damages, Liability and Indemnity Insurance

- (i) In any contract with the licensee, Institute shall obtain indemnity from legal proceedings against the Institute including its employees, without limitation, due to reasons including but not limited to manufacturing defects, production problems, design guarantee, up gradation and debugging obligation.
  - (ii) Generally, University shall obtain, through appropriate agreement, indemnification from the organization to which IP is transferred, against any direct or third-party legal liability arising out of commercial exploitation of IP.
  - (iii) Any computer software developed and distributed by the University either through public domain or commercially, shall have explicit disclaimer against any liability arising out of the use of software by any user.
  - (iv) University shall retain the right to engage in any litigation concerning patents and license infringements.
- c) Conflict of Interest**
- (i) The Creator (s) are required to disclose any conflict of interest or potential conflict of interest. If the Creator(s) and /or their immediate family members have a stake in a licensee or potential licensee company then they are required to disclose the stake they and /or their immediate family have in the company.
  - (ii) A license or an assignment of rights of any IP to a company in which the inventors have a stake shall be subject to the approval of the Director, Innovation Incubation & Linkages consideration this fact.

## **15. Dispute Resolution**

In case of any dispute with regard to IPR policy, the decision of the University shall be deemed final and binding.

## **16. Jurisdiction**

As a policy, all agreements to be signed by the University will have the jurisdiction of the courts in Solapur and shall be governed by appropriate laws in India. Exceptions to this may be allowed in certain cases by the University.

## IPR Fee Structure

### I) Patent:

Event	Official Fee (in INR)	Professional Fee (in INR)
<b>INDIA (Filing stage)</b>		
Conducting Search and Analysis	NA	3,000
Drafting the Complete Specifications	NA	20,000
Filing fee	Form 1: 1,600 (Containing 10 Claims & 30 sheets) POA: 500	Nil
Request for Early Publication	Form 9: 2,500	Nil
Request for Examination	Form 18: 4,000	Nil
<b>OR</b> Request for expedited Examination	Form 18 A: 8,000	
<b>INDIAN PROSECUTION</b>		
Reply to FER (First Examination Report)	As applicable if any	12,000
Attending the hearing, if any & filing the post-hearing written submission	As applicable if any	20,000 (If the type of objection is major technical in nature in the Hearing notice) <b>OR</b> 10,000 (If the type of objection is minor/formal in nature in the Hearing notice)

### II) Industrial Design:

Event	Official Fee (in INR)	Professional Fee (in INR)
Search, preliminary analysis, filing & processing	Individual/ Individuals: 1000	10,000
Attending the hearing & filling the written submission (Rare case)	As applicable if any	3,000

### III) Copyright:

Event	Official Fee (in INR)	Professional Fee (in INR)
Literary work	500	4,500
Cinematographic Work / Video	5,000	6,000
Audio Song	2,000	5,000

- \* **University will provide support for IPR (patent/ Copyright/ Design) drafting charges (complete specifications) and Renewal charges to Inventor of the University. It is mandatory that the University name as an applicant.**
- \* **If One the Inventor is from other Institution/ University/ Industry, 50% drafting charges will be paid by the University.**
- \* **Other Charges (Filing Charges (Official fee) / FER/Hearing etc.) will have to pay by Inventor.**

### T & C:

- 1) In respect of Patent, if it appears that the invention is NOT complete and you would like to file the provisional application to secure the priority date then INR 10,000/- as professional charge is to be paid with addition to the aforesaid fees in respect of patent matter;
- 2) If the invention is related to the biological material, then our charge for filling & processing the NBA (National Biodiversity Authority, Chennai) application and other legal formalities is INR 7,000/- with addition to the aforesaid fees in respect of patent matters;
- 3) In case there is second hearing or the Controller wants some further amendment after the 1<sup>st</sup> hearing submission, then our charge for such compliance is INR 6,000/- with addition to the aforesaid fees in respect of patent matters
- 4) The payment shall be paid at stage once such stage will come;
- 5) The above-mentioned fees are strictly applicable for prosecution (upto grant) only; &
- 6) The taxation shall be applicable as per the Govt. norms.



Internal Quality Assurance Cell (IQAC)

## **Punyashlok Ahilyadevi Holkar Solapur University, Solapur**

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