



Sher-e-Kashmir University of Agricultural  
Sciences and Technology of Jammu  
Institute of Biotechnology, SKUAST-J Chatha

*Prof. R.K. Salgotra*  
*Director*

To  
All Directors/Deans  
SKUAST-Jammu

No. AUJ/IBT/24-25/F-147/24-40

Date: 04-04-2024

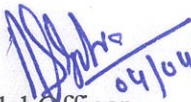
Sub: Technology Management & Intellectual Property Rights Policy of SKUAST-Jammu-reg.

Sir/ Madam,

The SKUAST-Jammu is in the process of finalizing the Technology Management & Intellectual Property Rights Policy of SKUAST-Jammu. In this context, kindly find enclosed the proposed policy document for your valuable inputs/suggestions. The policy document has also been placed on the University Website for wider circulation. Your valuable inputs/suggestions should reach to undersigned latest by 20<sup>th</sup> of April, 2024 through email id: [directoribt@skuastj.org](mailto:directoribt@skuastj.org)

This is for your kind information and necessary action please.

Yours faithfully,

  
04/04/2024  
Nodal Officer  
TM&IPR Cell  
SKUAST-Jammu

Copy to:-

- Director Research & Chairman of TM&IPR Cell of SKUAST-Jammu for kind information please.
- Nodal officer Data Centre with request to place the policy document on University website
- SVC for kind information of Hon'ble Vice Chancellor, SKUAST-Jammu please



# **Technology Management and Intellectual Property Rights Policy of SKUAST-J**

## **TM&IPR Policy of SKUAST-Jammu**

### **1. Preamble**

Sher-e-Kashmir University of Agricultural Sciences and Technology of Jammu (SKUAST-Jammu) came into existence on 20<sup>th</sup> September 1999 following the amendment in Sher-e-Kashmir University of Agricultural Sciences and Technology Act, 1982, through the State Legislature. The establishment of SKUAST of Jammu has in its background aspirations, commitment and missionary zeal to cater the needs of Jammu Division for the region specific advances through education, research and extension in the field of agriculture. The university is mandated to address the basic, strategic and applied research related to enhanced production in agriculture and allied sectors (livestock health improvement and quality based products). SKUAST-Jammu is striving to achieve high standards of excellence in education, research, and extension for the betterment of farming community of the region. In the responsibility of producing and disseminating knowledge there is inherent need to encourage creativity and scholarly works for the developments of new and useful materials, devices, processes, and other intellectual property. In the University, faculty members, research scholars and the students are engaged in research and development work of considerable importance. Such works may lead to evolution of intellectual property know-how, patents, copyrights, designs, varietal development, processes, specimen, software, and other inventions having potential for commercialization with or without the registration under different Acts enacted by the Government for protection of intellectual properties. The creation of intellectual property not only contributes to the professional development of the individuals involved, but also enhances the reputation of the University, provides educational opportunities for students, and promotes public welfare. Particularly, a commercial exploitation of the intellectual property can be of considerable socio-economic benefit to the country. The University, therefore, supports and encourages the efforts directed towards bringing the fruits of university research in diverse fields of knowledge to public use and benefit while protecting the interests of the scholars. To meet the goals envisaged



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in the preamble of the Act, the university is committed to providing an environment where scholarship and innovation can flourish and those participating in these endeavors can be suitably rewarded for their efforts. Such benefits may not only be monetary, but also in the form of the transmission of such knowledge to the future generations of students, scholars, and faculty.

In the pursuit of safeguarding and enforcing Intellectual Property Rights (IPR) within SKUAST-Jammu, it becomes imperative to embrace an IPR Policy. This policy is envisioned to foster technological innovation, facilitate the transfer and dissemination of technology, and serve the mutual interests of SKUAST-Jammu stakeholders and users of technological knowledge. It aims to contribute significantly to the social and economic welfare of India, particularly SKUAST-Jammu, by striking a balance between the rights and obligations of stakeholders and users. Therefore, SKUAST-Jammu hereby adopts and implements the SKUAST-Jammu IPR Policy, which is subject to periodic review and revision.

## **2. Policy Objectives**

This intellectual property policy guides the management of intellectual property at the University. It aims to:

- i. Inspire and support creative activities in Technology, Science, Arts and Management.
- ii. Safeguard the interests of the University, its members, and the society, and prevent conflicts of interest.
- iii. Implement a clear and fair system for the ownership, control, and assignment of intellectual property, and the sharing of the revenues from it.
- iv. Develop an organizational structure and procedures to make the inventions and discoveries from university research accessible to the public through commercial channels.



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- v. Set standards for the rights and obligations of the university, the creators of intellectual property, and their sponsors, regarding the inventions, discoveries, and works produced at the university.
- vi. Ensure compliance with relevant laws and regulations and enable the university to secure sponsored research funding at all levels of research.
- vii. Enhance the reputation of the university as an academic research institution and a social member, by pursuing excellence in scholarship and teaching, and by sharing the benefits of that scholarship and teaching with the university community and society.
- viii. Provide the mechanism and procedures for the preservation and use of intellectual property, and the dissemination of inventions and discoveries from university research to the public through technology transfer. The scope and mechanism of intellectual property and technology transfer are vast, and this policy cannot cover all scenarios. However, the university strives to create intellectual property for social use and benefit, while generating income to support research and education.

### **SKUAST-J Intellectual Property Regime**

Protecting or patenting research output in agriculture and allied sectors was not customary in India and other developing countries prior to the establishment of World Trade Organization (WTO) in 1995. The technological assets of SKUAST-J include a number of high yielding and resilient crop varieties, animal and poultry breed and fish strains, value addition & packages of improved crop and animal husbandry machinery, improved dairy, poultry and fisheries technologies, post harvest technology, computer software and data sets, and several other processes and products of agriculture and the allied sectors. Agricultural science has been the engine of growth and led to quantum jumps in productivity in the past. Application of SKUAST-J technologies in farmers' fields and backyards has increased agricultural output and farm incomes. These technologies have been the major contributors to the green, white, blue, and yellow revolutions that brought out spectacular gains in Indian agriculture. The SKUAST-J must



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continue to produce significant research output to enable further enhancement of agricultural productivity and product development to meet the future needs. This document comprises the Technology Management and Intellectual Property Rights (TM&IPR) policy framework of the SKUAST-J and the guidelines for IP management & technology transfer/commercialization. The management approach as described in the guidelines will conform to the national IPR laws and policies in force in the country. It will be in line with the legal framework required as per the Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS) Agreement. The provisions of the Convention on Biological Diversity (CBD) and the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA) will be recognized. Review/reassessment, revision and/or harmonization of the guidelines with the related national laws and international agreements/conventions/treaties/undertakings/protocols will be undertaken from time to time so that the system remains contemporary and up-to-date.

### **About TM & IPR Cell of SKUAST-J**

Intellectual property rights have become significant issue of discussion in the last 15-20 years with the emergence of WTO agreement on intellectual property rights. India as a member of the WTO is obliged to comply with the TRIPS Agreement, which requires since 1 January 1995 that member countries provide for IPR in one form or the other in all fields of technology, including agriculture. Intellectual Property Rights is an umbrella term that includes Patents, Copyrights, Trademarks, Design Registration, Plant Variety, Trade Secrets, and Geographical Indications (GIs). Research and innovation in our country emerge both from industry as well as academic institutions. In today's era where IPRs are globally enforceable, we need to develop a conducive environment where we can impart knowledge of Patents, Copyrights, GIs and other IPRs to our young generation so they can equip to create innovations and can protect their IPRs including their innovation and creativity. SKUAST-J recognizes that research in frontier sciences will require intellectual property (IP) protection through patents, copyrights, plant variety protection and other forms of IPR. Public-private partnerships will play an increasing role in the



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advancement of agricultural research under the IPR regime. The transfer of IPR enabled agricultural technologies through commercial route will gain greater importance. In response to the changing scenario of technology generation and dissemination, SKUAST-J has developed a policy framework that will guide the management of IP created by its scientists/innovators.

Technology Management & Intellectual Property Right Cell of Sher-e-Kashmir University of Agricultural Sciences & Technology of Jammu (TM&IPRC-SKUAST-J) will provide a basic knowledge of IPR, patent concepts, and procedure of filling the patents at national and international level. The TM&IPR Cell will also advise to researcher about trademark, copyrights, GIs, brand names of different products, etc. The TM&IPR Cell will provide a platform to share and discuss the latest developments in IPRs with practical exposure to innovators including faculty members, students, and research scholars of the university. In SKUAST-J, a TM & IPR Cell is established with a vision to develop human resource in the management of Intellectual Property Rights which is an integral part of the innovation process in the University. To facilitate the researchers/innovators of the university, a designated TM & IPR Cell committee of SKUAST-J has been constituted.

### **Vision of the TM&IPRC-SKUAST-J**

- i. To become a world class centre for the creation of human resources in the field of Intellectual Property Management and Technology Transfer/Commercialization
- ii. To establish systems for seamless integration of IPR in the Knowledge Value Chain in an evolving university framework.

### **Mission of the TM&IPR Cell**

The TM & IPR Cell of SKUAST-J aims to evolve into a Centre of Excellence (CoE) in the fields related to IPR education, innovation management integrated with IPR within an educational framework, protection of traditional knowledge (TK) and practices for socio-economic



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development and contributing to the development and implementation of IPR Policy in the regional and national context.

## **Commencement of the Policy**

The ordinance governing the Technology Management and Intellectual Property policy shall come into effect from the date notified by the university. Moreover, this IPR policy shall supersede and overwrite any other policy in vogue at the time of this policy and this policy shall prevail all intents and purposes.

## **Importance of Intellectual Property Management**

- i) An effective IP management regime would have in-built incentive for scientists/ innovators to engage in knowledge creation. This would lead to a greater professional recognition for them. Through licensing fees and royalties, a proportion of the monetary gains would flow to the researchers. By sharing of monetary incentives with its staff, SKUAST-J will encourage greater creativity in the research system. This is likely to lead to further innovations thus resulting in faster technological progress.
- ii) Commercialization of technologies and other know-how, through public-private partnership (PPP) would lead to their accelerated and efficient transfer to the end users. Improvement in the rate of adoption of technologies by producers will in turn lead to increase in productivity, production, farmers' incomes, and employment. The process of technology transfer through commercialization will be rational and selective. Key considerations would be (i) national priorities relating to food security, (ii) sustainable use of natural resources, (iii) enhancing the incomes of small and marginal farmers, and (iv) entrepreneurship and employment generation.
- iii) Protection of public sector research can be used as defence mechanism to keep innovations in the public domain. SKUAST-J technologies could be utilized to negotiate/bargain access to strategic research tools and technology from the private sector.



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iv) Income generation will not be the primary motive for IP protection in SKUAST-J, since only a handful of patents earn significant revenues. Nevertheless, resources generated through commercialization of technologies would be useful for important gap filling requirements for research and development purposes.

### Management of Intellectual Properties

IPR is a general term covering patents, copyrights, trademarks, industrial designs, GIs, layout design of integrated circuits, undisclosed information (trade secrets) and new plant varieties. SKUAST-J will accrue IPR in various forms would be embodied in the following Indian Acts, as amended from time to time.

#### Legislation covering IPRs in India:

**Patents:** The patents Act, 1970 as amended in 1999, 2002, 2005, 2006, 2012, 2013, 2014, 2016, 2017 and 2019

**Designs:** The Designs Act, 2000

**Trademark:** The Trademarks Act, 1999

**Copyright:** The Copyright Act, 1957 as amended in 1983, 1984, 1992 and 1999

**Layout Design of Integrated Circuits:** The semiconductor Integrated Circuit Layout Design Act, 2000

**Protection of Undisclosed Information:** No exclusive legislation exists but matter would be generally covered under the contract Act, 1872

**Geographical Indications:** The Geographical Indications of Goods (Registration and Protection) Act, 1999

**Plant Varieties:** The Protection of Plant Variety and Farmers' Rights Act, 2001

- i. The **Biological Diversity Act (BDA)**, 2002 along with Rules 2004 (Biodiversity Act) specifies procedures for access to biological/genetic materials for agricultural research and their IPR protection.





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- ii. Of the various IPRs covered under the respective IPR Acts, SKUAST-J will have most common recourse to patents, protection of plant varieties, copyright, and trademark. Protection of undisclosed information (trade secrets) will be through entering into suitable confidentiality agreements on case-to-case basis.
- iii. The Protection of Plant Varieties and Farmers' Rights (PPV&FR) Act is in harmony with the provisions of the Article 27.3(b) 4 of the TRIPS Agreement. All extant varieties of SKUAST-J that were notified under section 5 of the Seeds Act, 1966 that have not completed 15 years from their notification date are registerable and can be protected as IP under the PPV&FR Act.
- iv. Copyright, whether registered or not, will exist in all creations of SKUAST-J scientists/innovators and its institutional works. However, registration of copyright of the concerned works of SKUAST-J, particularly the new softwares and databases, etc. can be more effective. Trademarks and collective marks and industrial designs will also be important to SKUAST-J. Geographical indications are indirectly important in broader contexts rather than being of direct consequence to SKUAST-J research. The layout designs for integrated circuits (ICs) could also be of interest albeit in few disciplines of agricultural research.
- v. SKUAST-J will manage its IPR portfolio and technology transfers as per the prevailing national IPR and other related laws/rules/policy. Its scientists and University will act in conformity with the key elements of its IPR policy framework and general guidelines for IP management and technology transfer/commercialization. However, in emergent situations or where there appears to be ambiguity and further clarification is required, the competent authority at the SKUAST-J may be approached for case-specific decisions.



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## **POLICY FRAMEWORK FOR IP MANAGEMENT & TECHNOLOGY TRANSFER/ COMMERCIALIZATION**

SKUAST-J will secure IPR protection as per the Indian laws, rules and regulations in conformity with the international agreements to which India is a signatory. It will promote transfer of its IPR enabled technologies, including finished processes, products, creations/works and other know-how, through commercial and public routes to farmers. Systematic management of its IPR regime will promote a commercial ethos in public sector research helping to transform agriculture from a predominantly subsistence mode to a globally competitive one. SKUAST-J shall transfer its IPR enabled and other technologies under the new regime in conformity with national priorities. Case-specific decisions will be taken regarding which technologies will be placed in public domain for open access and which others will be commercialized through non-exclusive or exclusive licences. All decisions on the mode of technology transfer will be preceded by the filing and recording of applications for protection of its IP.

Protection and facilitated access to plant varieties and plant germplasm of SKUAST-J shall be granted under the PPV&FR Act and the Biodiversity Act. The Indian Council of Agricultural Research (ICAR), Govt. of India already has a system in place for plant germplasm registration and documentation at its National Bureau of Plant Genetic Resources (NBPGR), New Delhi, much before the aforementioned legislations came into force. In addition to NBPGR, ICAR has established National Bureau of Fish Genetic Resources, Lucknow; National Bureau of Animal Genetic Resources, Karnal; National Bureau of Agriculturally Important Microorganisms, Mau; and National Bureau of Agriculturally Important Insects, Bengaluru. These Bureaus have been recognized as designated repositories by the National Biodiversity Authority (NBA) of India. Accordingly, a system of registration and documentation of genetic/biological resources has been established in the respective Bureau.



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## Procedures for IP Management

### Claims of IP Ownership

- i. All claims of IP ownership, as applicable, will be made only in the name of the legal entity, viz. the **‘Sher-e-Kashmir University of Agricultural Sciences & Technology of Jammu’** even though the research is conducted by scientists/ innovators working in its various constituent units of the University.
- ii. SKUAST-J scientists/innovators shall assign the IP rights in the research results obtained by them to their employer, viz. the **‘Sher-e-Kashmir University of Agricultural Sciences & Technology of Jammu’**. While they will not be entitled to claim ownership of the IP generated by them, they shall be recognized as **‘True and First Inventor(s)/ Innovator(s)’** of that IP. However, they will have their own copyright over the publications authored by them as per rules.
- iii. All inventors/innovators/breeders/authors shall assign the IP rights in their research results to **‘Sher-e-Kashmir University of Agricultural Sciences & Technology of Jammu’**.
- iv. All applications shall be made in the name of **“Sher-e-Kashmir University of Agricultural Sciences & Technology of Jammu”**.
- v. Where IP is generated as a result of **Post Graduate Students’** research, the IP protection in such cases will be secured by the SKUAST-J where the research was carried out. The research supervisor/guide will facilitate action for seeking the IPR protection. The concerned post graduate research scholar will be recognized in the patent/IPR application as one of the **‘True and First Inventors/Innovators’**.
- vi. Patent/PVP/IPR applications filed by SKUAST-J, shall mention the names of all concerned scientists/innovators.



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- vii. Patent/PVP/IPR applications will be signed by the Authorized Signatory (Director Research). The SKUAST-J scientists/innovators shall appropriately/confidentially disclose the IP contemplated from their research results for IPR protection under the law.
- viii. Where IP is generated as a result of research in collaborative projects, the IP protection will normally be secured by the SKUAST-J where innovator/scientist is working as Principal Investigator (PI) of the project. In any other situation, the action for IP protection will be taken in mutual consideration and consent of the concerned University.
- ix. Where IP is generated at SKUAST-J under an All India Coordinated Research/Network Project (AICRP) of Indian Council of Agricultural Research (ICAR), the IP protection will be secured mutually by the ICAR-AICRP and the SKUAST-J.
- x. In case a joint owner is not interested in the IP, it can be assigned back exclusively to SKUAST-J. In that case the protection and maintenance of IP shall be taken up by SKUAST-J with assistance from the TM & IPR Cell of SKUAST-J.
- xi. Copyright protection will be sought in SKUAST-J under the Copyright Act.
- xii. Registration of Trademarks (TM) will be sought under the Trademarks Act.
- xiii. Registration and protection of plant varieties of field, horticultural and agroforestry crops, developed by SKUAST-J, which meet the essential criteria for their protection, will be obtained by them in the name of SKUAST-J, under the PPV&FR Act.
- xiv. SKUAST-J may seek Design protection for technologies involving considerations of shape, configuration and pattern under the Designs Act.
- xv. Registration/protection of GIs products will be done under the Geographical Indications of Goods (Registration and the Protection) Act, 1999.
- xvi. The ownership rights over any other form of IP generated with substantial support from the university including but not limited to software, know-how, designs, plant varieties, and integrated circuits developed by the stakeholders shall vest with the stakeholders depending upon the sharing agreements developed by the TM & IPR Cell from time to time.



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- xvii. Ownership of trademark(s)/service mark(s) created for SKUAST-J shall be with SKUAST-J. In some cases, SKUAST-J shall retain a non-exclusive, free, irrevocable license to copy/use IP for teaching and research activities, consistent with confidentially agreements wherever entered by SKUAST-J.
- xviii. As such GIs pertain to communities, therefore, SKUAST-J will have no claim on any type of GIs except for a plant variety developed by the University using a GI material.
- xix. The Copyright in literary, dramatic, artistic, or musical works, and cinematic work and sound recordings by the stakeholders shall vest with the stakeholders depending upon the sharing agreements developed by the TM & IPR Cell from time to time.
- xx. Copyright in the development of course syllabi, curricula, exam questions, exam instructions, papers/ reports, any lecture videos, or Massive Open Online Courses (MOOCs) shall vest with the SKUAST-J.
- xxi. Owners IP of copyright of all copyrightable work shall rest with the author(s) with the following exceptions:
  - a. If the work is produced/developed during the course of sponsored and/or collaborative activity, specific provisions related to IP made in Contracts governing shall determine the ownership of IP.
  - b. SKUAST-J shall be the owner of the copyright work, including software created by SKUAST-J personnel with use of SKUAST-J resources.
  - c. SKUAST-J shall be the owner of the copyright on all teaching material developed by SKUAST-J personnel as part of any of the academic programs at SKUAST-J. The authors shall have the right to use the material in his/her professional capacity. However, SKUAST-J shall not claim ownership of copyright on books and publications authored by SKUAST-J personnel.
  - d. SKUAST-J shall be the owner of copyright of work produced by non-teaching personnel associated with any activity of SKUAST-J with the intellectual



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contribution of SKUAST-J personnel. However, the authors shall have the right to use the material in his/her professional capacity.

## Decision Making Bodies

The TM & IPR Cell of SKUAST-J will act as the decision making body for addressing the matters related to IP management and technology transfer/commercialization, including monitoring. However, need based experts from different areas/disciplines depending upon whether the committees are discussing patents, protection of plant varieties or other forms of IP can be included.

## Preliminary work before filing IP

- i. Each application by scientists/innovators for seeking patent on an invention shall be accompanied with an initial patent search report and the declaration as to the novelty of invention [(USA (USPTO web site; <http://www.uspto.gov/>), Europe/World (EPO web site; <http://www.espacenet.com/>), etc., including the PCT Applications (WO)].
- ii. If research results are known to the scientist/ innovator and he/she believes that the IP generated can qualify for IPR protection, he/she shall not publish or divulge any information on the results till before the confidential meeting. Subsequently, he/she should act as per the outcome of the meeting.
- iii. The TM & IPR Cell of SKUAST-J will arrange a confidential meeting of the scientist with TM & IPR Cell and other invited persons from the institution/university. Before initiating discussion in relation to the deemed IP, all participants of the meeting shall sign an undertaking to maintain confidentiality of the information divulged by the scientist. Based on recommendations the TM & IPR Cell will pursue the matter for further action.



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- iv. If it is required to file a patent application outside India or it is decided to claim priority date to convert them into PCT applications.
- v. An Undertaking by the inventor covering the bonafides of the deemed IP, including title; novelty, non-obviousness/inventiveness, industrial applicability/commercial usefulness aspect; project/activity under which the IP was generated; dates/duration of the project/activity, etc.
- vi. A Certificate mentioning that there is no lawful ground for objection to the grant of patent on the innovation/work.
- vii. An Affirmation to keep TM & IPR Cell of SKUAST-J informed about any further developments in relation to the deemed IP.
- viii. Assignment of the innovation/work to TM & IPR Cell of SKUAST-J, with signatures, names, and address of two witnesses.
- ix. It is necessary that the concerned PI/scientists/innovators make sufficient disclosure that fully defines the invention, its feasibility and application so that patent can be granted on that disclosure without any objection. They will also make sure that the source and geographical origin of the biological material used in research or mentioned in the complete specification and also any traditional knowledge of India, which may be the basis of the invention is disclosed in the application as per the requirement of the Patents Act.

### **Confidentiality Agreement, Disclosure and Assignment of Rights**

- i. All concerned scientists/innovators and other employees of SKUAST-J shall enter into appropriate confidentiality agreement before divulging any undisclosed information/research results/know-how even if it is to be disclosed for a short term. Confidentiality of the technological aspects/IP of SKUAST-J must be ensured.



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- ii. The interested scientist/innovator may approach Director Research or TM & IPR Cell of SKUAST-J and indicate his interest in making a confidential disclosure of the patentable IP generated/likely to be generated soon by him/her.
- iii. All users of information, documents, and/or data within the SKUAST-J, must ensure that the same is always held securely and all activities pertaining to such information, documents, and/or data will be kept confidential by the user(s) and will be used only for purpose of such activities. The SKUAST-J shall strive to protect the data and personal information against unauthorized access, loss, destruction, or breach. The IPR Cell shall formulate proper non-disclosure agreements with the user(s) in place to secure such confidential information, documents, and/or data. All agreements related to IP or containing clauses related to IP and/or any payment related to IP, including, but not limited to the following categories, undertaken by any SKUAST-J employee and researchers need to be approved by the SKUAST-J:
  - a. Non-Disclosure Agreement
  - b. Confidentiality Agreement
  - c. License Agreement
  - d. Technology Transfer Agreement

### **Screening/Scrutiny of Cases by the University**

The TM & IPR Cell of SKUAST-J will scrutinize and process the cases brought before it for filing of patent applications. The following points must be ascertained in the scrutiny:

- i. The application is made in the Prescribed Form/ Performa/ Format.
- ii. The applicant named in the application is **“Sher-e-Kashmir University of Agricultural Sciences & Technology of Jammu”**.
- iii. The Innovation is assigned to **“Sher-e-Kashmir University of Agricultural Sciences & Technology of Jammu”**.
- iv. Names of all **“True and First Inventor(s)”** are duly mentioned in the application.





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- v. Address will constitute Postal Address including email and contact number.
- vi. Other particulars/information is in conformity with the requirements of the patent law/these guidelines/other specific instructions as may be issued by TM & IPR Cell of SKUAST-J from time to time.
- vii. Any mistake/anomaly/discrepancy found in the scrutiny of the application shall be corrected/rectified by the concerned PI/Inventor when informed to do so by the TM & IPR Cell of SKUAST-J. However, before finalization of the patent document, if the PI/other inventors/innovators consider that some addition/amendment/deletion will add value to the patent application then the same will be done with the consent of TM & IPR Cell of SKUAST-J.

### **Writing a Patent Document**

The primary information collected as above shall be collated to prepare the patent application (patent document) for filing in the patent office. SKUAST-J may hire the services of a Patent Attorney for preparing the patent document, particularly in the complete specification and claims.

### **Maintenance of Patents**

- i. The SKUAST-J will maintain the patents by paying the requisite fees. However, a judicious view on the maintenance of the patents has to be taken by TM & IPR Cell of SKUAST-J. Any decision to discontinue the maintenance of the patent may be duly documented in the TM & IPR Cell of SKUAST-J proceedings under intimation to concerned scientist/innovator.
- ii. A mechanism will be developed to pro-active monitoring/watch for all SKUAST-J patents that require be protecting or defending when challenged. This will be done primarily with in-house expertise and in special circumstances through outsourcing.



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## Technology Transfer: Commercialization of IP/Technologies

### Procedures for Technology Transfer/Commercialization

- i. A central database of all technologies will be maintained at the Directorate of Research with facilitation from TM & IPR Cell of SKUAST-J. The TM & IPR Cell will make entries of all new cases in the respective datasets.
- ii. Depending upon factors such as the nature of technology, public need or marketing prospects, scale of technology etc. a decision will be taken by the competent authority whether the technology will be placed in the public domain through open access, or it will be transferred to end-users through commercialization.
- iii. Registration of potential licensees from industry/enterprises/cooperatives will be undertaken by inviting applications through advertisement for technology transfer/commercialization of SKUAST-J technologies.
- iv. A nominal registration fee may be charged, and the registration renewed annually.

After receiving the Technology Disclosure Form from concerned Division/Research Station/KVK and any other unit of SKUAST-J, a **Techno-commercial Assessment Committee** shall examine the potentiality of the product for commercialization. The committee shall comprise:

1. Vice Chancellor or any nominee
2. Director Research
3. Co-opt a technical expert, if required
4. Special Invitee: Inventor of the technology
5. Nodal Officer, TM & IPR Cell
6. Commercial Expert/Industrial Expert
7. Others nominated person by the Hon'ble Vice Chancellor

The senior most member of the committee shall chair the meeting. Meeting can be convened over skype/video conferencing or any other communication medium which is most efficient and effective for the purposes. The above committee shall determine the



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technical feasibility, commercial viability and handholding requirement of the technology. The committee shall also recommend mode of commercialization of technology. In cases where the technology has limited commercial potential, region specific relevance, requires higher level of technical handholding or any such similar requirement for transfer, the committee may recommend its commercialization by the TM & IPR Cell.

### Revenue Sharing

The net earnings from the commercialization of IP owned by SKUAST-J would be shared with recommendations of TM&IPR Cell and subsequently approved by Vice Chancellor. The net revenue available for sharing between various stakeholders will be determined as follows.

S. No.	Stakeholder category	Commercialization directly by SKUAST-J
1.	Revenue net of taxes	A
2.	SKUAST-J	55% of A
3.	Innovator & Team	40% of A
5.	SKUAST-J (Welfare funds)	5% of A

- i) The revenue retained by SKUAST-J will be used towards cost of seeking patent/IPR protection, including the cost of outsourcing for expert assistance, if any, cost of filing, etc., cost of maintenance of patent/IPR; cost of licensing; overhead costs; taxes, organization of awareness programmes about IPR, other than service tax; reimbursements as may be necessary or required by law, and other costs, if any.
- ii) The 40 per cent share of the net revenue will be shared among the concerned innovators/scientists and other team members based on mutual agreement. In case of any disagreement, the decision of the TM & IPR Cell will be final.



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- iii) The benefit money received by an SKUAST-J scientist or other team/ staff member will be governed by Income Tax Rules and the disbursing institutions will deduct Income Tax at source as per the prevailing rates.
- iv) The IPR/commercialization money will be shared between/among the institutions on mutually agreed terms.

### Taxability of Revenue generated on IPR

The tax implications of revenue derived from IPRs are outlined as follows: Revenue accrued from IPR, encompassed under heading No. 9973 (pertaining to leasing or rental services, with or without an operator), is subject to taxation as per the directive issued by the Government of India via Notification No. 11/2007-Central Tax (Rate).

Heading	Description	Rate Applicable
9973	Temporary or permanent transfer or permitting the use or enjoyment of Intellectual Property (IP) right in respect of goods other than Information Technology software	6%

The net tax rate imposed on the temporary transfer of IPR stands at 6% for Central GST (CGST) plus 6% for State GST (SGST), totaling to 12%. This directive has been further augmented by Notification No. 41/2017- Central Tax (Rate) issued on 14 November 2017, where an additional entry has been incorporated.

Heading	Chapter	Description
243	Any Chapter	Permanent transfer of Intellectual Property (IP) right in respect of goods other than Information Technology software



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The aforementioned entry is subject to a tax rate of 6% (CGST) + 6% (SGST) = 12%. It is further clarified that both temporary and permanent transfers of IPR will attract a GST of 12% (subject to amendments over time). As the University is set to become the owner of the IPR, it will issue an invoice in favour of the IPR users for the agreed amount (as per the agreement), along with the GST at rates prescribed by the Government of India from time to time.

In the event that the creator of the IPR (covered under section 13(1)(a) of the Copyrights Act 1957) chooses to retain ownership in his/her name, the University will be obligated to pay tax on a Reverse Charge Basis under section 9(3) of the CGST Act, 2017 at a rate of 12% (subject to amendments over time), unless the author is registered under the GST Act, 2017 and issues a declaration stating the following terms:

- i. The author will be liable to pay tax under the Forward Charge mechanism to the CGST/SGST Commissioner.
- ii. The author will not withdraw this option within a period of 1 year from the date of exercising such option.
- iii. The author will include such a declaration on the invoice issued by him. The tax paid on a reverse charge basis will be eligible to be claimed as a tax credit in the month of payment and can be used to offset the GST liability of the current and future months. The University will further issue an invoice to the actual user of the IPR, charging the amount of GST separately.

### **Negotiation of License for encouragement for Technology Transfer**

SKUAST-J, in alignment with its guiding principles, fervently advocates for the cultivation of industry partnerships that empower third parties to utilize, enhance, and commercially exploit SKUAST-J's proprietary inventions. The TM & IPR Cell bears the primary onus of negotiating licensing agreements with entities keen on commercializing inventions owned by SKUAST-J.



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- i. The final terms of a licensing agreement pertaining to a university-owned invention necessitate approval from the Vice Chancellor, based on the recommendations of the Director of Research. The Director Research, aided by a panel of patent attorneys, is the sole authority vested with the power to execute licensing agreements on behalf of SKUAST-J.
- ii. SKUAST-J actively promotes the establishment of start-up ventures involving the personal participation of one or more inventors. In such instances, an entity partially or wholly owned by an inventor may secure licensing rights to the invention under terms negotiated in a manner akin to those offered to any company.
- iii. In case of multiple institutions, a Collaborative Institution Agreement is put into place. The SKUAST-J negotiates the institution-to-institution agreement with the relevant authorities of the other party. The inventor aids the TM & IPR Cell in assessing SKUAST-J's relative contributions to the IPR and assists the TM & IPR Cell in its negotiations with the third party. However, the ultimate negotiation responsibility lies with the TM & IPR Cell. If the TM & IPR Cell requires additional assistance, it can solicit expertise from within the university or externally.
- iv. IP generated in collaboration with a foreign partner, application shall be filed in India to secure the priority date. The IP ownership and further course of action will be decided on the basis of policy framework for IP management and mutually agreed terms with the foreign partner.



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## ANNEXURE-I

### Checklist for Invention/IP Disclosure (Confidential)

(To be submitted by PIs/Inventors/Innovators to TM&IPR Cell SKUAST-J as Confidential Information)

(**Note:** Select information from this checklist may also be furnished as technology disclosure to the interested commercial entities who shall sign a confidentiality agreement with SKUAST-J)

**File No.** \_\_\_\_\_

- 1. Title of invention.** The title should describe what the invention does but not how it is made or how it works.
- 2. Patent/IP search report.** A report of the Patent Search carried out in common, free patent search engines for granted patents in USA (USPTO web site; <http://www.uspto.gov/>), Europe/World (EPO web site; <http://www.espacenet.com/>), etc., including the PCT Applications (WO).
- 3. Brief overview of the invention (3 to 4 paragraphs).**
  - Provide a short, general overview of the invention including what it does in such a manner that a lay person would understand.
  - What is the purpose of invention e.g. what problems does it solve?
  - Is it a new product, process or composition of matter or is it an improvement over an existing product, process or composition of matter?
  - What are the features and benefit of the invention?
- 4. Technical description, details and supporting data.** Provide results, data or other indicative evidence that may explain how the invention works. Attach any papers or visual material that may be already available, whether published or unpublished.
- 5. Prior Methods, apparatus, developments and publications.**



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- i. Provide description of the closest known methods/processes or apparatus/substances in existence along with disadvantages or problems of each of these methods/processes/apparatus/ substances that are solved by the application of the present invention.
  - ii. Cite publications and patents, whether own or those of any one else, that may disclose the ideas/events/products closely related to the invention. e.g. most similar variety(ies) in case of PVP. (Attach all relevant papers, patents, advertisements etc. if available).
6. **Stage of development (2-3 paragraphs).** Describe the development status (whether it is at concept only' stage or it is already 'laboratory tested', or 'prototype', etc.). Also briefly indicate what further development would be necessary to commercialize it.
7. **Potential licensees.** Mention enterprises/companies that you think could benefit from the use this invention for commercial purposes.
8. **Publications/presentations/other forms of public communication.** Identify past and future seminars, talks, abstracts, publications and web postings that would be describing the invention.

Type of disclosure (Publications, Seminar, etc)	Dates (s)

9. **Sponsorships.** Mention/identify all grants, contracts and other sources of funds contributing to research that led to the invention.

Agency or sponsor	Grant/contract	File No. /Subject

10. **Other agreements and interactions.**

- i. Mention/Identify any agreements or interactions that have been/may have been entered into, which relate/could relate to the invention and might grant rights to an enterprise/ company/ any other party outside the SKUAST-J.





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- ii. Provide the details of MTA entered into or other agreement/consent details if the invention is based on any material(s) obtained from another institution/organization/company.
- iii. Did you transfer to any researcher outside of your institution any new materials (DNA, peptides, cell lines, vectors, catalysts, alloys, etc.) related to the invention? Provide the details.
- iv. Is there any other group, lab or researcher in the university or outside SKUAST-J using your invention in their research programme? If so provide the details.

11. **Inventors.** Provide list of all those individuals who helped/contributed to the conception of the ultimate working invention. The people you include ultimately may or may not be legal inventors, Please place an asterisk (\*) next to the name of the inventor to whom correspondence should be sent. If any person holds a sole or joint appointment with any other university, company or government agency, please note that fact.

Name of helping/ contributing individual	Whether recognizing as Inventor or Not (Yes/ No)	Name of any other institution/ university/ organization/ company to which affiliated (also affiliated)	Name & Signatures along with Date, of the Inventors	Name & Signatures along with Date, of the Unit/Division Heads of the Inventors

12. **Declaration of Field Worthiness of Technologies/ Products/ Substances/ Processes.** Where needed, Dean/Director/Incharge of the Unit shall sign the declaration, stating that the technology/ product/substance/process is field worthy for the purpose of obtaining IPR and for commercial use.



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## ANNEXURE-II

### TECHNOLOGY DISCLOSURE FORM (CONFIDENTIAL)

(To be submitted for commercialization of Technology)

Name of Technology:

Name of the Unit:

Ownership of the technology:

#### Section 1: Contact Information

Contact details:

- Name:
- Title:
- Telephone:
- Mobile Phone:
- Email:

#### Section 2: Technical Description

1. **Problem Description:** Please explain the problem / situation that this innovation was created to solve or address. (Please limit your problem description to 70 words or less.)
2. **Solution Description:** Please explain (in simple terms) how this innovation addresses or solves the problem.

#### Section 3: Intellectual Property Status

Has this innovation been granted any patents?



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## Section 4: Additional Information

1. What is the total cost (including manpower, equipment and all other resources) required to complete this innovation?
2. Has this technology/ innovation being commercialized by the institute? (Yes/No)
3. If Yes, please attach the signed agreement
4. If No, please elaborate on the tentative nature of the license to be granted by the institute for this commercial purpose.
  - a. Nature of License: Exclusive/non-exclusive
  - b. Duration of the License:
  - c. Licensee fee:
  - d. Royalty:
  - e. Licensed territory: India/other countries
  - f. Raw material to be transferred. If any
  - g. Cost to be charged to raw material. If any
  - h. Time line to transfer the raw material
  - i. Handholding and training support required
  - j. Cost for handholding and training
  - k. Any other specific requirements

## Section 5: Certifications and Approvals

It is certified that the above information about the Technology Nominated for Transfer of Technology is correct and no Security Sensitive/ Confidential and Proprietary information has been provided.

**Competent Authority**



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## ANNEXURE-III

### TECHNOLOGY EVALUATION

The expert committee must deliberate the following and arrive at the final decision of Evaluation in the following areas.

<b>Technical Attributes (30%)</b>		<b>Weightage</b>	<b>Committee</b>
1	Innovative technology (Innovation level)	6	
2	Technical compatibility (new systems/modifications/small modifications/no modification)	2	
3	Ease to implement/work	2	
4	Process advantage	2	
5	Developmental maturity (theoretical/lab scale/bench scale/pilot scale/full scale)	5	
6	Technology benefits (to end user)	2	
7	Future scope for improvement / next level	3	
8	Technical expertise availability	4	
9	Technology Readiness Level	4	
<b>Subtotal</b>		<b>30</b>	
<b>Business Attributes (60%)</b>			
1	Market demand	10	
2	Business opportunity	8	
3	Revenue potential	7	
4	time to reach market	8	
5	Competitive advantage	5	
6	Competitor entry barriers	3	
7	Cost advantage	5	



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8	Geographical market reach	4	
9	Regulatory Acceptability	6	
10	Public Perception	4	
<b>Subtotal</b>		60	
<b>Social attributes (10%)</b>			
1	Benefit farmers (directly/indirectly)	3	
2	Create job opportunities	2	
3	Impact society	2	
4	Health benefits	2	
5	Social recognition	1	
<b>Subtotal</b>		10	
<b>Grand Total</b>		100	

**Note:**

- Pl. Give score for each tech 1, 2, 3....10...n
- Scores (Nil-0, Low-1-4, Neutral-5, Medium-6-8, High - 9,10)
- Technology whose average is above 55 will be taken up for commercialization.
- Expected roles and responsibilities of SKUAST-Jammu & Client shall also decide by this committee



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## ANNEXURE-IV

### TENTATIVE STANDARD TERMS TEMPLATE

1. Background of the technology
  - a. Why does the problem exist and who is impacted by the problem?
  - b. How does the technology solve the problem?
  - c. Is the technology/product is tested either against other technologies and products, or against standards and specifications?
2. Territory/Territory restrictions:
3. Licence fee and Duration:
4. Degree of Exclusivity:
5. General indemnity:
6. Compliance/legal/statutory clearance required:
7. Branding:
8. Any other important terms & conditions: