

Intellectual Property Right Policy

Draft I

With Effective From

Date:



Dr. Bhimrao Ambedkar University

Agra

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1. THE IPR POLICY

1.1 Introduction

Intellectual property rights are like any other property right. They allow creators, or owners, of patents, trademarks, or copyrighted works to benefit from their work or investment in a creation. Intellectual property plays an important role in providing a competitive edge to an organization. Intellectual property rights cannot only be used as a tool to protect creativity and generate revenue but also to build strategic alliances for socio-economic and technological growth.

This policy document has been framed to encourage an ethical environment to conduct creative research and to recognize the importance of innovations, assisting innovators so that the innovations are translated into products, processes, and services. Further, the translated products, processes, and services could be utilized in society providing benefits to the University as well as the creators involved. Such innovations and creative research may lead to the evolution of intellectual property know-how, copy-rights, designs, instruments, devices, processes, specimens, 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 University through this IP Policy aims to contribute to renovating industry and society by bringing research-led education, encouraging innovation, collaboration and nurturing human values.

1.2 The key objectives of IPR Policy

Intellectual property (IP) refers to creations of the mind: inventions; literary and artistic works; and symbols, names and images used in commerce. IP is protected in law by, for example, patents, copyright, and trademarks, also called as Intellectual Property Rights (IPRs), which enable people to earn recognition or financial benefit from what they invent or create. An IPR policy is the cornerstone of innovation and creativity for academia. It provides structure, predictability, and a framework for talented minds to do what they do best: create and innovate.

The aim is to contribute to transforming industry and society by delivering research- led education, promoting innovation, collaboration and fostering human values.

- i. To provide a framework to foster innovation and creativity in the areas of science,

- technology, design, and humanities by nurturing new ideas and research, in an ethical environment.
- ii. To protect intellectual property (IP) rights generated by faculty/ personnel, students, and staff of the university/affiliated colleges, by translating their creative and innovative work into IP rights.
 - iii. To lay down an efficient, fair, and transparent administrative process for ownership control and assignment of IP rights and sharing of revenues generated by IP, created and owned by the institute. Additionally, in cases of government funded research, the inventor(s)/ university should disclose their IP filings to the Government Agency(s) that have funded their research.
 - iv. To promote more collaborations between academia and industry through better clarity on IP ownership and IP licensing.
 - v. To create a mechanism for knowledge generation and its commercial exploitation. The purpose of IP commercialization is also to augment the financial self-sustenance goals of the university & its centers of excellence and labs and to reward faculty and researchers.
 - vi. To establish an IPR Cell for assisting all innovations, creativity and IPR related activities of students, research scholars and faculty members. The IPR Cell will act as a nodal agency to implement the mandate of the draft guidelines for IPR Cells.

1.3 Definition and Terms

- **Author:** An author is as defined under Section 2(d) of the Copyright Act, 1957.
- **University :** Means Dr. Bhimrao Ambedkar University, Agra
- **Collaborative Activity:** is the research undertaken by the personnel of the University, in cooperation with industry and/or another researcher(s), who are not the personnel from the University.
- **Creator:** means the researcher who contributed to the creation of the Intellectual Property (IP) (copyrights, designs and trademarks).
- **External Partners:** includes Government of India, State Government(s), Local Self- Governments, Government Departments, Foreign Governments, International Organizations, Public Sector Undertakings (PSUs), all types of Private Sector Organizations, Multinational Corporations, Non-Governmental

Organizations, and/or other institutions that provide research projects or consultancy assignments to researchers on regular or irregular basis; or any combination(s) of the above.

- **Inventor:** means the researcher who contributed to the creation of the Intellectual Property (IP) (essentially patents).
- **Intellectual Property:** Intellectual Property, as provided under Article I of the Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS), refers to all categories of intellectual property that are subject of Sections 1 to 7 of Part II of the TRIPS Agreement.
- **Intellectual Property Rights:** means ownership and associated rights relating to aforementioned Intellectual Property, either registered or un-registered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case, all rights or forms of protection having equivalent or similar effect anywhere in the world.

The IPRs recognized in India are broadly listed below:

- a. **Patent:** As defined under Section 2(m) of the Patents Act, 1970.
- b. **Copyright:** Copyright is a right given to creators of literary, dramatic, musical and artistic works and producers of cinematograph films and sound recordings.
- c. **Works** are as defined under the Copyright Act, 1957
- d. **Trade Mark:** As defined under Section 2(b) of the Trade Marks Act, 1999.
- e. **Design:** As defined under Section 2 (d) of the Designs Act, 2000
- f. **Semiconductor Integrated Circuit:** As defined under Section 2(r) of the Semiconductor Integrated Circuits Layout Design Act, 2000
- g. **Plant Variety:** It is governed by the Protection of Plant Variety and Farmers Rights (PPVFR) Act, 2001. It recognizes the contributions of both commercial plant breeders and farmers in plant breeding activity and also supports the specific socio- economic interests of all the stakeholders including private, public sectors and research institutions, as well as resource-constrained farmers.
- h. **Geographical Indication:** As defined under Section 2(e) of the

Geographical Indications Act, 1999.

- **Moral Rights:** Moral rights are enshrined under the aegis of Section 57 of the Copyright Act, 1957. They are the author's or creators special rights which include: the right to paternity and the right to integrity.
- **Researcher: It means;**
 - a. persons employed by the University, including faculty and staff;
 - b. students, including undergraduate, postgraduate, doctoral and post-doctoral students of the University;
 - c. any persons, including visiting faculty, project staff, interns;
 - d. any persons, who use the resources of the University and who perform any research task at the University or otherwise participate in any research project(s) administered by the University, including those funded by external sponsors. Wherever different conditions are applicable for any of the sub-categories of researchers, they are specifically mentioned in the guidelines.
- **Research:** Ownership rights over IP generated in the University will vary as per source of funding for the research through which IP was generated:
 - a. Research undertaken by a researcher in the normal course of his/her engagement/ appointment with the University, utilizing resources of the University. This includes, but is not limited to, use of space, facilities, materials, or other resources of the University, specific monetary support for research through grants or fellowships, funds for procuring books/ equipment or materials for specific research projects, and creation/ modification of infrastructure like labs for the specific needs of research.
 - b. Research undertaken by a researcher in collaboration with an external partner. This support from external partners includes, but is not limited to, specific monetary support given for research through grants or fellowships.
- **Research Agreement:** It refers to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by researchers and/or IP created at the

University.

- **Royalty:** It is the payment made to an inventor/author or an institution for legal use of a patented invention or any intellectual property when licensed.
- **Sufficient Disclosure:** It means providing a comprehensive description of features vital for carrying out the invention in order to render it apparent how to put the invention into practice to a person skilled in the art.

1.4 Scope of IPR Policy (Types of IP and Stakeholders)

The scope of this IPR Policy shelters the ownership, distribution, and commercial development of technology by the University faculty, staff members, and students, other partaking organizations and Government funding Agencies in the programs taken up by the University. This document will equally be applicable for the research works carried out by the University with other organizations at their Premises. Moreover, it covers Technology Transfer Policy and the incentives for the inventor.

- i. This IPR Policy shall be applicable to all Intellectual Property generated at the University, and to all IP rights related with the intellectual property, from the date of execution of these guidelines.
- ii. This IPR Policy shall be applicable to researchers legally related to the University. Such legal association may be due to the provision of law, joint agreement or individual agreement (such as employment/ retainer ship contract/ pursuance of studies or any other legal arrangement).
- iii. All employees of the University whether recently recruited or recruited earlier, have to signed standard agreement by IPR Cell of the University consenting to the guidelines of IP Policy. Further, they will be required to note the University policy on Intellectual Property Rights by the IPR Cell regularly.
- iv. This IP Policy shall not be applicable where the researcher is in an explicit agreement to the contrary with the University before the effective date of the guidelines, or the University formerly entered into an agreement with a third party relating to the rights and obligations set out in these guidelines.

2. OWNERSHIP of IP

University's personnel are enabled to elect that the outcomes of research carried out by them

in the course of their engagement with the University shall be distributed through publications or in any other manner as they deem fit in accordance with general academic practice. But, the concerned parties must be mindful of the various Intellectual Properties that are produced in the progression of their research and teaching having potential for enhanced productiveness or advance inventions and creative activities as a means of effective communication and propagation. Under circumstances where a specific invention / development come under the IP Policy will supersede. The University's capacity to grant waivers to the inventors from IP policy is given to the Nodal officer, IPR Cell at the University.

Ownership rights on IP may fluctuate in accordance with the environment in which the concerned IP was created. A two-tier classification is recommended for adoption. Each University department or center is accountable for guaranteeing that all faculty, research staff (including visiting and affiliate research staff), and graduate students, students sign the agreement while recommending IP to be filed. ***No IP shall be filed without the knowledge of the University.***

2.1 IP Generated from Research Conducted by Utilizing the University Resources

2.1.1 Patents

- i. All inventions created by researchers or students or faculties in continuance of their accountabilities with the University, developed by using the resources of the University, or with the combination of funds, resources and/or facilities of the University, shall typically be entrusted with the University.
- ii. In cases where the University concludes that an invention was made by an individual(s) on his/her own time and unrelated to his/her duties towards the University and was conceived or reduced to practice without using the resources of the University, then such invention shall vest with the individual(s)/ inventor(s).

2.1.2 Copyright

- i. The ownership rights in lecture videos or Massive Open Online Courses (MOOCs), films, plays, and musical works, institutional materials including, but not limited to, course syllabi, curricula, exam questions, exam instructions, and papers/ reports explicitly commissioned by the University, shall typically be vested with the University. The moral rights, wherever applicable shall continue to vest with the author(s).

- ii. The ownership rights in scholarly and academic works generated utilizing resources of the University, including books, journal/conference papers, articles, student projects/dissertations/ theses, lecture notes, audio or visual aids for giving lectures, films, plays and musical works shall ordinarily be vested with the author(s).

2.1.3 Trademarks

- i. The ownership rights in every trademark concerning the University shall typically vest with the University.
- ii. In cases where the University concludes that the trademark was created by an individual(s) on his/ her own time and unrelated to his/ her duties towards the University [e.g. name of a company/ start- up venture by the student(s)], then the right to the same shall typically vest with the said individual(s).

2.1.4 Industrial Designs

- i. Industrial designs made by researchers in continuance of their duties with the University, developed by exploiting the resources of the University, or with the combination of funds, resources and/or facilities of the University, shall typically vest with the University.
- ii. In cases where the University concludes that the industrial design was created by an individual(s) on his/her own time and unrelated to his/her duties towards the University and was conceived or reduced to practice without utilizing the resources of the University, then such industrial design shall vest with the individual(s).

2.1.5 Semiconductor Integrated Circuits and Plant Variety

- i. The ownership rights over integrated circuits and plant varieties, with the exploitation of resources of the University, shall vest with the University.
- ii. In cases where the University concludes that the semiconductor integrated circuit layout design or plant variety was created by an individual(s) on his/her own time and unrelated to his/her duties towards the University and was conceived or reduced to practice without utilizing resources of the University, then the semiconductor integrated circuit layout design or plant variety shall vest with the individual(s).

2.2 IP Generated from Research & Development Conducted in Collaboration with:

External Partners

- i. In regard to research done in association with external partners, ownership of IP shall be determined in accordance with terms and conditions laid in the agreement signed between the concerned parties. But, unless explicitly decided upon, the University shall typically retain perpetual and royalty free license to use the IP for research and educational purposes.
- ii. When there is no specific agreement between the University, and the external partner, providing research support, the IP rights shall be shared between the concerned parties, in line with the royalty proportion laid down under “*Licensing and Revenue Sharing*” section of this policy document.

2.3 Disclosure

The University reassures timely disclosure of all prospective Intellectual Property, Inventions or Innovations produced (conceived or reduced to practice in whole or in part) by researchers/students/faculty of the University in the progression of their University associated activities. Disclosure to the IPR Cell empowers prompt action by the University to suitably protect and circulate the research activities going on at the University.

3. IP LICENSING, BENEFIT SHARING AND COMMERCIALIZATION.

3.1 Types of IP Licensing and Assignment

The usual way to transfer the IP leading towards its commercialization is by licensing and assignment of IPRs to a third party. The notable difference between the two beings that assignment encompasses transfer of ownership, whereas licensing is restricted to allow certain uses. Universities’ foremost preference shall be the way of licensing in order to retain the ownership rights on the IP while commercialization.

Major types of licensing that may be used are described below:

- i. Non-exclusive licensing:** Under this arrangement the licensor is allowed to enter into agreements with more than one licensee for utilization and exploitation of the IP.
- ii. Exclusive licensing:** Under this arrangement the licensor licenses the IP exclusively to one licensee. Here, the only the licensee will permit to the licensor to utilize and exploit the concerned IP. As far as possible the extent possible such exclusive

licensing shall be avoided.

iii. Sub-licensing: This mode of licensing shall be applicable where the licensee desires to additionally license the IP to another party(s).

The foremost choice for licensing by the University shall be non-exclusive licensing. Though, situations where it is persuasive to utilize a blend of the above types of licensing shall be assessed on case-to-case basis.

Under circumstances where both the inventor(s) and external party(ies) wishing for the license by the University for the same IP owned by the University at the same time, preference shall be given to the inventor(s) depending upon the nature of technology along with other respects.

Regardless of the license provided, the University shall retain the right for research exemption and experimental use for patents, design rights, fair use of copyrights and trademarks on wide perpetual license towards its elementary objective of academics and augmenting research. This shall include the right to publish, utilization of technical data, method, product and allied services resulting from previous research licensed for the activities stated formerly.

3.2 Benefit Sharing

- i. The net earnings generated by the exploitation of IP will be shared between the Inventor(s) and the University on a 70:30 ratio.
- ii. In case the patent filing costs are not borne by the University, the inventor can first deduct the costs incurred in this regard and maintenance of such patents, till licensing, from income accruing from the commercial exploitation of the patent. Excess income beyond such recovered costs will be shared with the University.
- iii. In case there is a third party, the respective shares of the University and inventors will be calculated on the net receipts after deducting the third party's share.
- iv. The inventor's share will continue to be paid irrespective of whether or not the individual continues as an employee /student/ research scholar of the University.
- v. Co-inventors of IP should sign at the time of disclosure or file for IP protection, a distribution of the IP earnings agreement, which should specify the proportional percentage distribution of earnings from IP to each co-inventor. The inventor(s) may, at any time, by mutual consent, revise the distribution of the IP earnings

agreement.

- vi. If there is only one inventor of the IP, the whole amount of the inventor's share will be retained by the inventor. If there is more than one inventor, the inventor's share will be distributed among the co-inventors on the mutually agreed terms and conditions.
- vii. If there are two inventors, the principal investigator/supervisor/team leader will get up to 60%, while the co-inventor will get at least 40% of the inventor's share by mutual agreement.
- viii. If there are more than two inventors, the principal investigator/ supervisor/ team leader will get up to 60% of the inventor's share and the rest will be distributed among the co-inventors in the proportions on the mutually agreed terms and conditions at the time of IP disclosure or at the time of filing for IP protection.
- ix. Students/Project staff may have a share in the revenue earned but the share in case of 'work for hire' is not as a right, but maybe as an incentive at the sole discretion of the principal investigator or supervisor in consultation with the IPR Cell, if the need arises.
- x. Revenue sharing is not necessarily concurrent with the inventor-ship. Mere assistance like assistance in the preparation and conduct of the experiments, data analysis, etc. does not entitle one for inventor-ship but may entitle for revenue sharing as an acknowledgment of intellectual contributions for routine/mechanical contribution at the sole discretion of the Principal Investigator/ Supervisor of the work.
- xi. If an inventor is unable to be contacted / traced for one year because of lack of information, the revenue corresponding to his/her share will be credited to the IP fund.
- xii. 50%, of the university share will be used for creating a University's IP fund, which will be utilized for any activity related to commercialization and maintenance of IPR or obtaining IPR in another country, or for capacity building. Further, 10% of the share will be paid to the University as Administrative charges and 40% will be made available to the Department concerned for the purchase of equipment or material or for any academic activity and promotion of industrial partnership.

3.3. Commercialization of IPR

- i. The expenses involved in obtaining and maintaining the statutory rights as the University-owned property shall be met by the University. There would be a time frame in which the university owned property would be commercialized, which would be decided by the IPR group of the university either on case to case basis or as a set pattern decided by the IPR Cell.
- ii. Third parties must obtain express authorization writing from the University to commercialize/exploit the IP Confidentiality agreements will continue in force even if the commercialization process is aborted at any stage.
- iii. The University IPR Cell will license the rights in the university owned intellectual property at its own discretion through third parties who may or may not be the creator of IPR through exclusive/ non-exclusive licenses or by assigning its own right to the third party safeguarding the financial and legal interest of the university and the creators.
- iv. The costs of transfer of interest /right/ ownership or exclusive marketing right of the Institute-owned intellectual property will be borne exclusively by the licensee, assignee, or person acquiring such rights. Further, the licensing or assignment by the institute may be subject to special terms and conditions wherein the licensee or the assignee will be subjected to sharing the revenue or the cost of maintenance of the intellectual property or both as decided and discussed mutually.
- v. In circumstances wherein the assignee or the licensee has not taken adequate steps for the commercialization of the University-owned intellectual property; the University would be free to revoke the license and assign it to another party.

3.4 Issues related to IPR

3.4.1 Conflict of Interest

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company, then they are required to disclose the stake to the Chairperson/Coordinator of IPR Cell if they and/or their immediate family have in the company. A license or an assignment of rights of a patent to a company in which the inventors have a stake should be subject to the approval of the IPR Cell body taking into consideration

this fact.

3.5 Dispute Resolution

IPR Cell will settle any dispute/conflict/grievance between the University and the researcher/inventor/collaborator/sponsors regarding ownership of IP, implementation of IP Policy and shall recommend the same to the V.C. of University or his/her nominee, whose decision shall be final.

a. Legal Jurisdiction

As a policy, all agreements signed by the University and disputes arising therein will be subjected to the legal jurisdiction of the Agra Civil Court only.

b. Mandatory Obligation for Investors

All credits and benefits of collaborative work including the intellectual property generated during the tenancy would be shared between both parties i.e. University and collaborating agency as per mutually agreed MOU.

c. Copyright Issues with respect to Educational Resources

In matters of copyright, if any portion of their creation is not their original work then the creators must provide documentary proof that requisite permission has been obtained from the original creator (owner) or provide a statement that could give adequate reasons that permission is not required and is an adequate use of the information available. They will further certify that the work contains neither slanderous material nor material that invades the privacy of others.

Under circumstances wherein the third party alleges infringement of rights by the creator and the IPC finds a *prima facie* in this respect indicating that the creator has made false claims

4. IPR MANAGEMENT

The university IPR Cell will be responsible for management of IP. The IPR cell envisions promoting academic freedom and safeguarding the interests of inventor in creation and commercialization of intellectual property with legal support, wherever necessary. It also envisions creating an environment for acquiring new knowledge through innovation, developing an attitude of prudent IP management practices and promoting an IPR culture compatible with the educational mission of the institute.

The IPR Cell will function with the prime focus of enabling students, researchers and professors to identify generate and protect their intellectual property through filing procedures

for rights like patents, copyrights, trademarks, designs, etc. The IPR Cell will also cater to commercialization of intellectual property, which will further foster the creation of a fruitful dynamic system between universities, investors and industries. Along with this, the IPR Cell will ensure seamless and ceaseless knowledge transfer amongst students and faculties, alike.

4.1 OBJECTIVE OF IPR CELL

To establish an evolving framework where creativity and innovation are stimulated by Intellectual Property for the benefit of all; where intellectual property promotes advancement in science and technology, arts and culture, media and entertainment; where knowledge is the main driver of development, and knowledge owned is transformed into knowledge shared; where an ambience is created wherein new ideas, research and scholarship flourish and from which the leaders, creators and innovators of tomorrow emerge.

4.2 Roles & Responsibilities

- i. IPR Cell will be responsible for conducting the following:
 - IPR Awareness Programs** – Conducting IPR awareness programs for students, faculty, researchers, officials, etc.
 - Self-Training Workshops/ Advanced level awareness programs** – Conduct advanced and training of trainers (TOTs) level IPR awareness programs for students, faculty, researchers, officials, etc.
- ii. IPR Cell shall provide an environment for academic and R&D excellence and conduct dedicated programs on IPR for the undergraduate and postgraduate students as well as organize regular IPR counseling programs for research scholars.
- iii. IPR Cell shall expose students, faculty, researchers, officials, etc. to the prevalent IP law practices and provide them with an opportunity to learn and use legal skills under the supervision of IP practitioners and experts.
- iv. IPR Cell shall provide a platform to diagnose innovation and research on contemporary issues of national and international relevance leading to creation of IPR.
- v. IPR Cell shall facilitate, encourage, promote and establish collaborative frameworks for industry – institute partnerships at national and international scale to initiate research and development of commercial value.
- vi. IPR Cell will work with the existing innovation and creativity ecosystem in the

- university (such as Incubation Centre's, Entrepreneurship Clubs, etc.).
- vii. IPR Cell will facilitate the recording, monitoring and maintenance of the IP portfolio of the institute may choose an outside counsel/ IP firm for managing its IP portfolio.
 - viii. IPR Cell will enhance the reputation of the institute as an academic research institution and a member of society as well as the reputation of the Researchers through bringing the research results to public use and benefit. It will ensure that a culture is built that enhances recognition and respect for IP amongst students, faculty, researchers, officials, etc.
 - ix. IPR Cell will be custodian of the university procedures on the identification, ownership, protection and commercialization of IP.
 - x. IPR Cell on regular basis will encourage researchers to identify solutions for problems faced by the industries and tailor research projects around the same.
 - xi. In case of IP Filings: Students pursuing Post-Graduate and above courses shall be encouraged to undertake patent search before publishing any research paper and subsequently file for a provisional patent for novel inventions.
 - xii. IPR Cell will receive all Invention Disclosure Forms and applications for IP filing. The IPR cell will constitute an IPR Assessment committee with internal and external experts based on the nature of application and the recommendation of the committee will be submitted to the Vice-Chancellor of university for approval.
 - xiii. For filing any IP, IPR Cell may avail necessary help from the nearest Patent Information Centre/ Intellectual Property Facilitation Centre or Technology and Innovation Support Centre present across the country. IPR Cell may seek assistance from these entities for legal certainty in research activities and technology-based relationships with third parties.
 - xiv. IPR Cell may ensure, in case of disputes, efforts are made to address the concerns by developing and instituting as well as adopting an alternative dispute mechanism at the university level.
 - xv. IPR Cell shall be governed by appropriate laws of the Uttar-Pradesh State and India.

4.3 Waiver of IP rights by the University

- i. Subject to any associated agreements, or any other agreement thereof, the University may waive its rights, if the University decides not to pursue the protection of IP

within six months, from sufficient disclosure by the researcher(s) to the University.

- ii. The University shall take all steps to deliver the decision to the researcher, whether to pursue or not the protection of IP, within three months, after sufficient disclosure by the researcher, to the University. Under all such circumstances, unless clearly agreed to the University, shall retain a non-exclusive, royalty-free, irrevocable, and worldwide license to use the IP for research and educational purposes.

4.4 Use of University's IP Resources

The University may allow its certain IP resources to be utilized by the third parties under certain distinct conditions given there under:

1. Intellectual Property already in existence and owned by the University;
2. Usage of the name, logo, or trademark of the University in the creation and marketing of intellectual property.

➤ **Conditions:**

1. Such IP resources shall be used only in public interest
2. They will be utilized:
 - a. In a responsible manner to create a product/process in line with the environmental safety and good manufacturing practices promoted by the government of India and its regulatory bodies; In encouraging truthful claims and information so that they do not mislead the society; In a manner so that there is no liability on the university, if there occurs any misuse of trademark(s) or accidental damage arising due to use of trademark(s).

4.5 Dealing with IP rights owned by third parties

4.5.1 Use of technology protected by IPRs like patents and designs

There are circumstances when researchers may require the use diverse technology/ design/ software, for their research. In all cases, due care and consideration must be given so that there is no infringement of the IP rights of the third parties. Some of the concerned licenses may have restricted use policy. Therefore, it must be assured that in such cases necessary permissions are taken from such concerned IP owners before engaging in any use beyond the terms of license or as permitted under the relevant statute(s) in India.

4.5.2 Use of copyrighted materials

Researchers utilizing copyrighted material for teaching or research purposes must make sure that

they have the required permission for the utilization from the concerned copyright holder(s) or is within the limits of exceptions provided under the Indian copyright law.

- a. The University library may consider creating University Repository and a link to the same may be provided on its official website.
- b. In the absence of University repository, the researchers will be permitted to submit such works in other open repositories in the appropriate subject area.
- c. The researchers may be motivated to license their works using an open license in order to enable other researchers to use the research outputs by providing suitable attribution to the researchers.

4.5.3. Promotion of the use of Free and Open-Source Software (FOSS)

The utilization of Free and Open-Source Software (FOSS) can help in enhancing the software-related skills of students and researchers. Wide adoption of FOSS may also help to sharpen the quality of software and minimizing the long-term costs of research in the universities. Therefore, the University may:

- i) Actively encourage the utilization of FOSS among researchers, together with open standards;
- ii) Organize training programs on regular basis in FOSS for researchers;
- iii) Under open licenses, license University – owned software; and
- iv) As far as possible, utilize FOSS for all official purposes.

4.6. Confidentiality, Data Protection and Privacy

As soon as the Inventor recognizes potential IP arising out of his/her research or from research by students and research scholars working under his supervision, he/she shall reveal such potential IP to IPR Cell immediately utilizing Invention Disclosure Form. The information provided by the inventor must be complete and accurate so as to enable the evaluation of the technical and related features and functions, ownership, commercial potential and IP protection that might be applicable to such IP. Upon full disclosure, such disclosed IP may be registered and given a reference number and further, the IPR Cell shall share this reference number with the inventors to indicate that the concerned IP has formally been received by the University.

The information, documents and/or data within or related to the University, must be held by every user securely and every activity relating to such information, documents and/or data must be kept confidential by the user(s) and must be utilized solely for such activities. The University

shall take all effort to secure the data and personal information against unauthorized access, loss, destruction or breach. It is advisable to have proper nondisclosure agreements with the user(s) in place to protect such confidential information, documents and/or data.

Any information apart from as stated above shall not be treated as Confidential Information:

- which is already in public domain;
- is required to be disclosed by law or regulation;
- is developed by the inventor independently; and
- is received from a third party having no duties of confidentiality to the disclosing party.

4.7. Publications

The publication, document and/or paper resulting from research activities shall be co- owned by the University and researcher(s).

- i. The name, logo and/ or official emblem of the University must not be used without former written permission from the University. This shall apply particularly to researchers other than faculty.
- ii. The researcher may publish research material; however a joint decision of University and researcher shall be preferable and beneficial for both.
- iii. Due care must be taken that until the Patent (if applicable) is filed, no research material should be published.
- iv. The University may have the right to require the researcher to exclude definite portions from the information to be published.

5. IPR CELL –ADMINISTRATIVE SETUP

The IPR Cell will have a basic structure and work dedicatedly towards establishing a creative, innovative and IP friendly ecosystem as well as develop monitoring mechanisms in University.

It shall contain the following members:

- i. **Nodal Officer, IPR Cell:** Any one of the faculty members shall be the nodal officer of the IPR Cell and shall be accountable to ensure that all the mandates are followed and the roles and liabilities for effective functioning are cautiously followed. Such person's shall additionally be responsible for utilizing his or her network to reach out to industries for collaboration with the university. A basic knowledge on IPRs is mandatory.
- ii. **IPR Faculty Coordinators:** If needed, 2-3 faculty members nominated by the Nodal

officer of the IPR Cell shall be responsible for day-to-day operations of the IPR Cell and will coordinate with the students and faculty.

iii. **Student Coordinator(s):** If needed, two student members having interest in the field of IPR shall be appointed as student coordinators. They will work under the supervision of the IPR Coordinators to achieve the objectives of the IPR Cell.

iv. **One Computer expert/Typist:** Responsible for maintaining the records, and accounting details.

All members of the IPR cell must have basic knowledge on IPRs and make every effort to get apt certifications.

5.1 Objective of IPR Cell

To establish an evolving framework where creativity and innovation are stimulated by Intellectual Property for the benefit of all; where intellectual property promotes advancement in science and technology, arts and culture, media and entertainment; where knowledge is the main driver of development, and knowledge owned is transformed into knowledge shared; where an ambience is created wherein new ideas, research and scholarship flourish and from which the leaders, creators and innovators of tomorrow emerge.

5.2. IPR Contracts and Agreements

All agreements in relation to IPR including but not limited to the following categories, for activities undertaken by any University personnel need to be approved by the University. The sponsored research and consultancy cell may comply with the IPR policy and keep the IPR cell informed of any specific disclosures or joint patent filings with external parties. The Nodal officer acts as the final signing authority in all categories of agreements listed above. All agreements to be signed by the University will have the jurisdiction of the court in agra and shall be governed by appropriate laws of India.

- a. Confidentiality Agreement / Non-disclosure Agreement
- b. Evaluation Agreement
- c. License agreement
- d. Alternative Dispute Resolution Agreement
- e. Technology Transfer Agreement

5.3. Technology Transfer Policy

The Technology Transfer Policy defines the ownership distribution, and commercialization of rights associated with Intellectual Property (IP) developed at or received by the Dr. Bhimrao Ambedkar University Agra and describes the general obligations associated with the technology licensing process. The policy shall aim to ensure that applied research and technology development projects of the University may be transferred to an appropriate industry partner for commercial applications. This will motivate the researchers and shall instigate the development of a strong revenue source for research activities of the University. This shall be done transparently considering all relevant techno-commercial factors well drafted in the mutually agreed documents between the industry and the University. The University has constituted technology transfer cell which shall draft its technology transfer policy. The University recognizes and supports technology transfer as an integral component of the University's vision and mission. The licensing of IP rights to parties outside the University is one significant manner in which technology transfer is accomplished, and is the focus of this policy.

The objectives of technology transfer policy are as following:

- i. To identify the areas of technology for transfer.
- ii. To assess technology readiness level (TRL) of the technology developed on the scale 1 to 9.
- iii. To publicize the technology developed and formulate marketing strategies.
- iv. To screen the prospective industries for the technology by internal committee.
- v. To find the mode of technology transfer.
- vi. To assign terms and conditions for technology transfer.
- vii. To monitor post transfer support.

The Technology Transfer Cell constituted for the purpose is authorized to administer this policy and to implement further rules and procedures within the framework provided herein to facilitate technology transfer and compliance with this policy. The University reserves the right to amend this policy at any time, including with respect to current and superannuated.

5.4 Policy Governance

- i. The policy shall follow the rules and regulations laid down by Uttar Pradesh Government/Government of India.

- ii. The technology made by any teacher or employee, regardless of employment status, with the direct or indirect support of funds administered by the University shall be the property of the University.
- iii. Ownership of copyrights of the product created by the teacher/person/employee will entirely lie with the University, but cannot bring the product into the market without the permission of the person/teacher/employee who is awarded patent.
- iv. The teacher/person/employee of the University who created the product will have the right to enter into agreement/MOU with the industry/company to transfer the patent /technology into the product which will be launched in the market. No other person/employee will have the right to enter into agreement with any industry/company to bring the product into the market.
- v. It is the obligation of teacher/person/employee of the University engaged in consulting and other activities with outside entities to ensure that their activities and agreements with third parties are not in conflict with the provisions of this policy or other commitments involving the University.
- vi. Revenues generated by licensing of University IP provide a strong incentive for employee participation in technology licensing and support further investment in research and technology transfer.
- vii. The University shall share revenues received from commercialization effort with all involved University Inventor(s).
- viii. The revenues generated from technology transfer shall be shared between the university (applicant) and the inventor/ inventors as per the norms of IPR policy of the University
- ix. The University will own Intellectual Property made by a former University employee if the IP was made both i) with substantial University faculty guidance or University resources and ii) during activity directly relating to and closely following employment iii) the project sanctioned to the university. For example, if a graduate student researcher completes a research project and is no longer technically an Employee, and an invention is conceived during the creation of a dissertation or similar activity relating to the research involving faculty guidance, the University will own the patent rights related to the invention.

- x. Trade and service marks that are related to the University IP and technology transfer activities will have University mark with its logo as they are owned by the University, and will be managed by technology transfer cell. University mark will be decided by the patent awardees.
- xi. The University shall set up an Incubation Centre which may register the technology to be transferred and may initiate a start up. This may provide new job opportunities to the students of the University. Further, revenue generated may enhance the research quality and provide better platforms to the students.
- xii. The price of the product will be recommended by the patent holder in consultation with the third party (Manufacturer/industry) which will be approved by technology transfer cell.

The constitution of the Technology Transfer Cell shall be as below:

S. No.	Cell Constitution	Position
1.	Vice-Chancellor	Chairperson
2.	Dean of the concerned Faculty	Member
3.	Nodal Officer of IP Cell	Member
4.	Registrar	Member
5.	Patent Holder	Member
6.	Senior Professor (Science)	Member
7.	Senior Professor (other than science)	Member
8.	Law Officer	Member

- xiii. It is the objective of Technology Transfer Cell to diligently pursue the best opportunities to transfer University IP consistent with the vision and missions of the University and for the public benefit. In consultation with Inventors, technology transfer cell shall have authority for decisions concerning the route of commercializing, as well as the selection and use of outside resources, including outside legal counsel, to assist in commercialization.
- xiv. Tangible property, including models, devices, designs, computer programs and other software, cell lines, antibodies, recombinant materials, laboratory animals,

chemical compounds, compositions, formulations, plant varieties, and records that comprise University IP may be distributed outside of the University consistent with applicable laws, policies, and existing license agreements. The technology transfer cell shall set and administer rules regarding transfers of tangible materials.

- xv. All the aspects related to commercialization including financial shall be regulated as per the IPR policy of the University.

6. Additional Guidelines

Publication/ Display in Public Exhibition of Invention before Filing for Patent: Generally, an invention, if published or publicly displayed cannot be patented; as such publication or public display leads to lack of novelty. Under certain circumstances, the Indian Patents Act, 1970, provides a grace period of 12 months for filing of patent application from the date of its publication in a journal or its public display in an exhibition organized by the Government or disclosure before any learned society or published by the applicant. The detailed conditions are provided under Chapter VI of the Patent Act (Sections 29 – 34).

- i. Inventions/ Innovations that cannot be patented:** Innovations/ Inventions falling under the category of Sections 3 and 44 of the Indian Patents Act, 1970 cannot be patented in India.
- ii. Acts that do not constitute copyright infringement:** Section 52 of the Indian Copyright Act, 1957, specifically states certain acts as not being infringement of copyright. The “doctrine of fair dealing” envisaged under section 52 of the Indian copyright law allows certain use(s) of copyrighted works in special cases such as: private use for the purpose of education, research, critique, review, etc.
- iii. Attribution or Citation should be done wherever references have been sourced from other work(s):** Copying or using any work from an already published or non-published work whether digital or in physical form, should be rightly attributed and referenced to the original source. Unless allowed as “fair dealing”, copying should not be done without obtaining required permissions/ licenses from the author/ creator. Remember, plagiarism is not only immoral, it is also illegal.
- iv. Keep a record of all legal and related documents:** All agreements which are to be entered into with co-creators/ inventors / third parties should be documented properly

to establish the ownership of any IP created. Additionally, keep a record of all documents relating to the IP, since the expressed inception of the idea.

- v. **Rain check regarding names/ brands before choosing a trade mark:** A prior public search for trademarks would prove beneficial before choosing a name or a brand name. This would aid in checking whether the same has been registered already as a trade mark.