

INTELLECTUAL PROPERTY RIGHTS (IPRs) POLICY
(2020)



Hemvati Nandan Bahuguna Garhwal University
(A Central University)
Srinagar Garhwal- 246174
Uttarakhand, India

Table of Contents

1.	3
2	4
3	4
4	5
5	9
6	11
7	12
8	13
9	14
10	15
11	15
12	17
13	18
14	18
15	18
16	18
17	19
18	19
19	19
20	Error! Bookmark not defined.

1. Introduction

1.1 Preamble

Hemvati Nandan Bahuguna Garhwal University was established as a State University vide U.P. State Government notification no. (10)/(865)/15/(75)(85)/64 dated 23 November 1973. It has a rare distinction of taking birth through a powerful popular movement during early seventies in last century. This movement symbolized the hopes and aspirations of the masses of the region of Garhwal for the development through the instrument of higher education. The people of this remote mountainous region agitated for opening a University at a small but historic semi-rural town of Srinagar, Pauri (Garhwal), Uttarakhand. It was an expression of the quest for empowering their future generations for overcoming endemic economic and social backwardness, geographic and environmental constraints, re-assertion of cultural identity and harnessing of the local natural and human resources for development.

The University has subsequently been upgraded to Central University by an Act of Parliament *i.e.* the Central Universities Act 2009. The University has thus been entrusted with new responsibilities to guide its students, faculty and all other stakeholders to achieve excellence in academics and strive for all round development of students. Since its inception, the University has shown commitment towards regional and community development which is inherent in its teaching courses, research agenda and other outreach and extension initiatives. The synergy derived from circumstances of its genesis still inspires and promotes its vision for future.

In all three campuses (Srinagar, Pauri and Tehri) of the University the undergraduate, post-graduate and research programmes are being offered in different disciplines. Besides, conventional courses under different streams of studies the University have introduced some regionally relevant courses that are of importance for the region in particular and mountains in general.

To encourage creativity, innovation and scholarly works for the developments of novel, innovative & useful materials, devices, processes and other intellectual properties, is the utmost need of the era and the responsibility of University. In the University, faculty members, research scholars and the students are engaged in research and development work of considerable importance. The creation of innovation is needed to be materialized in the form of intellectual property.

Intellectual property plays an important role in providing a competitive edge to an organization. The intangible assets of an organization - such as knowhow, inventions, brands, designs and other creative and innovative products - are, today, often more valuable than its physical assets. Moreover, a commercial exploitation of the intellectual property can be of considerable socio-economic benefit to the country. Hence the Garhwal University 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 innovators.

To meet the goals envisaged in the preamble of the Act, the university is committed to provide an encouraging environment to the innovators. An environment in which innovation can flourish, the innovators/ researchers be suitably rewarded for their efforts and ultimately the society/ nation can be benefitted. Apart from the monetary benefits the benefit may also be in the form of the transmission of such knowledge to the people.

Keeping this in mind, this Intellectual Property Rights Policy Document (herein after referred to as the IPR Policy) of the HNB Garhwal University (A Central University), Srinagar Garhwal (hereinafter referred to as the University) seeks to provide guidance to academic and non-academic staff, students, scholars, and outside agencies on the practices and the rules of the University regarding intellectual property rights (IPRs and obligations which include the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements.

The policy shall govern the intellectual property rights of the University, faculty members, research scholars, students and other connected with the work, product, ideas and inventions created in connection with the activities of the University. The policy laid down in this document has objective to fulfil the commitment of the University to promote academic freedom and provide a conducive environment for research and development.

2 Objective of the IPR Policy

To promote academic freedom, safeguard, and conducive environment in creation of intellectual property at the University:-

- 2.1 to provide a transparent and comprehensive system for all intellectual property rights and transfer of technology (ToT) issues relating to intellectual property generated at the University and/ or by the University personnel/ student/ research scholar (within University or anywhere else);
- 2.2 to safeguard the interest of creator of intellectual property and provide fair distribution of returns accruing from the commercialisation of intellectual property;
- 2.3 to provide legal support, wherever and whenever necessary up to appropriate extent, to defend and protect the intellectual property rights obtained by the University against any infringement/unauthorised use;
- 2.4 to promote an IPR culture and an environment for acquiring new knowledge through innovation and research, compatible with the educational mission of the University; to preserve the academic freedom of Innovators if they go for publishing the research work and filling patent application.

3 Commencement of the Policy

This policy shall be applicable from the date notified by the Executive Council of the University.

- 3.1 Any addition, insertion and / or deletion from the policy document, which by the curtails the rights of a researcher, will not operate retrospectively. Any alterations in this policy will not take effect until the UIPC (University Intellectual Property Committee) takes a unanimous decision, and such changes would be effective for inventions and other research results arising out with effect from the date on which decision taken.
- 3.2 An employee is required to observe the University's policy on Intellectual Property Rights as may be decided by the UIPC from time to time.

4 Definitions

- 4.1 Assignment:- It is the transfer of rights or title in writing for certain intellectual property right.
- 4.2 Commercialization:- It refers to the various activities, processes, and steps undertaken by the Licensee, under the terms of the Technology Licensing Agreement, to put the Technology/ Invention/ IP to commercial use, in terms of sale, internal use, lease, rent or assign to any other party, *etc.*, that result in financial, commercial, economic, or any other material benefit to the Licensee. The terms of the Licensing Agreement will specify the compensation to be paid by the Licensee to the University (the Licensor), and such compensation would include a one-time Lump Sum Technology Transfer Fee, as well as deferred Royalty payments. In addition, the Licensee may also offer a certain equity in the proposed start-up venture to the University, on terms to be mutually discussed and negotiated.
- 4.3 Conflict of Interest:- This term will be used in this IP Policy document to refer to a situation in which a person or organization is involved in multiple interests, or has stake(s) in multiple roles, financial interests or otherwise, one or more of which could corrupt or cause to disrupt or interfere, with the motivation of the individual(s) or the organization(s), or one or more of which disrupt or interfere with other roles or interests.
- 4.4 Copy-right is the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his/her creative work.
- 4.5 Copy-rightable materials: include books, journal articles, texts, glossaries , laboratory, manuals, syllabi, tests and proposals, study guides, bibliographic; Lectures, musical or dramatic compositions, unpublished scripts; films, filmstrips, charts, transparencies, and other visual aids, Vide-audio tapes and cassettes; live video and audio broad-casts; Programmed instructional materials; Research notes, research data reports and research note books; other materials or works other than software which qualify for protection under the Indian Copy-right Act.
- 4.6 Creator(s) include any employee of the university whether employed full time or part time or on probation or temporary basis either in the university and/or in projects and those who are research workers, research scholars or students or project fellows who are involved in creation of an intellectual property using the resources/facilities of the University.
- 4.7 Confidential disclosure means an agreement between disclosing and recipient parties or a term in a research contract or license agreement.
- 4.8 Copyright:- A Copyright is a legal right, created by the law of a country, that grants the creator of an original work, exclusive rights for its use and distribution. This is usually only for a limited time.
- 4.9 “Confidential Information” means any IP, information or data that is confidential or proprietary in nature, including all oral and/or visual information, all information or data recorded in writing or in any other medium or by any other method, and all IP, information and data which the authorized recipient is under an obligation, whether contractual or otherwise, not to divulge.

- 4.10 Direct Expenses include the costs associated with the development, protection, maintaining and licensing of intellectual property, including the regular payment of salaries or other overhead costs of the university.
- 4.11 “Disclosure of an Invention” refers to the Confidential Information written up, and revealed by an Inventor to the University, to determine whether the Intellectual Property in the said Invention should be sought and obtained by the University. The University would also ascertain what could be the scope for Technology Transfer, Commercialization, and Licensing of the said Invention.
- 4.12 Educational materials comprise the content and associated tools and technologies for delivery of content, including material developed for traditional face to face class room courses as well as other delivery methods such as through internet or other distance learning media. For the purpose of this policy, educational materials do not normally include works such as text books, articles, papers, scholarly monographs or artistic works produced in the normal course of academic scholarship.
- 4.13 An “Inventor” refers to the University/Institute Personnel creating IP.
- 4.14 An “Innovation” is an Invention that has been implemented, or put to actual, practical use, that results in better products, processes, or services. Such Innovations result in new products, processes, or services that result in better solutions that meet new requirements, unarticulated needs, or existing market needs. The basic difference between an invention and an innovation is that the former is a laboratory creation, whereas an innovation is its actual application in the field.
- 4.15 “Intellectual Property (IP)” refers to creations of the mind: inventions, literary and artistic works, designs and symbols, names and images used in business and commerce. Intellectual Property shall include any property generated out of intellectual effort of the creator (s) as defined by the Patent Act & Rules.
- 4.16 “Intellectual Property Rights (IPRs)” refer to rights of ownership and monopoly, assigned by law to, and vested in, the designated owners of the IP. Intellectual Property Rights include Patents, Copyright, Industrial Design Rights, Trademarks, Plant Variety Rights, Trade Dress, and in some Jurisdictions, Trade Secrets. There are also more specialized or derived varieties of sui generis exclusive rights, such as Circuit Design Rights (called Mask Work Rights in the US) and Supplementary Protection Certificates for pharmaceutical products (after expiry of a Patent protecting them) and Database Rights (in European law).
- 4.17 Intellectual Property (IP) Policy and Guidelines:- The instant IP Policy and Guidelines refers to the set of principles, values, and guidelines that will govern all the actions and efforts of the University, towards the identification, protection, prosecution, utilization, transfer, licensing, and commercialization of all IP arising out of the R&D work of the University Personnel
- 4.18 Patent:- A Patent is an exclusive rights granted by a sovereign state to an Inventor or assignee, for a limited period of time, in exchange for a detailed disclosure of an Invention. Patent and patentable materials are as defined in Indian Patent Act 1970 as amended from time to time. The patentable and non-patentable materials include products, processes, and apparatuses as defined under Indian Patent Act.
- 4.19 Patentee and applicant shall be considered as defined under Indian Patent Act

- 4.20 Publication means a public enabling disclosure of an invention in printed form. Printed publication includes abstracts, student thesis and in certain instances, grants proposals.
- 4.21 Revenue means any payment received by the university after commercialization and/or licensing of IP.
- 4.22 “University” or “Institute” refers to HNB Garhwal University (A Central University) Srinagar Garhwal, Uttarakhand; which was established as a State University vide U.P. State Government notification no. (10)/(865)/15/(75)(85)/64 dated 23 November 1973 and then subsequently been upgraded to Central University by an Act of Parliament i.e. the Central Universities Act 2009.
- 4.23 "Sabbatical Leave, Deputation, Lien" A Sabbatical is a rest from work, or a break, often lasting from two months to a year. Strictly speaking, the original scriptural essence of sabbatical means it would last one year. A deputation is the official delegation, or the assignment of responsibility or authority to a person, from the Institute, to another organization, to carry out specific designated roles and activities. A lien is the official, continuing attachment of an Institute Personnel, to his or her post of substantial employment at the Institute, during designated period(s) when such person(s) have availed leave of accrued nature, to seek gainful employment in another organization. It is the responsibility of the Institute Personnel to ensure that their agreements with third parties are in keeping with their obligations to the Institute. The precise definition of Sabbatical Leave/ Deputation/ Lien shall be as per the Central University Act 2009.
- 4.24 "Substantial Use of Institute Resources" means use of the Institute’s experimental facilities, laboratories, computational facilities, Institute-provided or Institute administered funds, space or human resources including their release time from regularly assigned duties during the course of their work. The routine use of Institute library/information resources does not constitute “substantial use of Institute resources”.
- 4.25 “Research and Development (R&D)” refers to the set of activities associated with Institute Innovation. It is usually the front end of the Innovation lifecycle. At the Institute, there exist the following forms of R&D.
- 4.26 “Sponsored R&D”: This is the category of R&D wherein the agenda for the research is set by the Institute Personnel (most often the Institute Faculty who generate an R&D Proposal, based on their intellectual curiosity and chosen area of interest and specialization. The Sponsor/ Funding Agency, upon scrutiny and peer review of the Proposal, decide to fund the R&D Proposal, and sanction the necessary administrative and financial approval for the same. Also, the innovation work would be done by institute personnel only The IP in all such Sponsored R&D will be completely owned by the Institute.
- 4.27 “Collaborative R&D”: In this category of R&D, would comprise projects that are jointly conceived, planned, and executed by the Institute Personnel, in collaboration and partnership with, the representatives, personnel, and staff of the Sponsor/ Funding Agency/ Industry/ Collaborator, including Inter-University Collaborator(s). Such projects will be characterized by substantial inventive and financial contributions from the Sponsor/ Funding Agency/ Industry/ Collaborator, including Inter-University Collaborator(s). Consequently, the Institute would be amenable to considering joint ownership of the IP, with the corresponding Sponsor/ Funding Agency/ Industry/

Collaborator, including Inter-University Collaborator(s) with extent of the agreement done.

- 4.28 “Contract R&D”: Contract R&D is the kind of R&D performed by Institute Personnel, when a Sponsor/ Funding Agency/ Industry sets out a specific problem/ research agenda/scope of work, and the Institute Personnel work on the same, in a “work for hire” mode.
- 4.29 “Technology Licensing”: refers to the process by which the owner of an IP, (in this case the Institute) assigns to the other party (the Licensee) the right to use, put in practice, and commercialize the invention or technology covered by the IP. The specific terms of Technology Licensing will usually be set out in detail in the Agreement for Technology Licensing, that will be entered into and contracted, between the Owner of the Technology/ Invention/ IP (the Licensor) and the other party seeking the License (the Licensee).
- 4.30 "Release of an Invention: The Release of an Invention to the Inventor(s) to mean temporary transfer of rights to administer the protection of IP, its prosecution, and commercial licensing of the same.
- 4.31 “Royalty/ Royalties”: A Royalty is the deferred payment made by the Licensee to the Licensor, in this case, the Institute, to compensate for the rights to use the Technology/ Invention/ IP, for commercial purposes, including the sale, internal use, lease, rent, or assign to any other party, etc. that result in financial, commercial, economic, or any other material benefit to the Licensee. The terms of the Royalty/ Royalties will usually be specified in the Technology Licensing Agreement as a certain fixed or variable percentage of the Net Sales Value, resulting from the Commercialization of the said Technology/Invention/ IP.
- 4.32 “University/Institute Personnel” shall mean and include all Faculty, Students, Staffs, (permanent and temporary), Retired but Continuing Faculty, Consultants, Ad-hoc Appointees, and Contract Employees, engaging in higher education and advanced research at the premises of the University or off the premises of the University, working during leave or on duty from the University, including Research Staff, Research Associates, Post-Doctoral Researchers, Students enrolled by the University in various Degree Programs of the University, regardless of the mode of entry through which they are admitted, such as Undergraduate Admission and Graduate Admission under the B. Sc./ B.A./ B.Com./ BHM/ B. Lib./ LLB/ BBA/ B.E/B.Tech/ MBA/ LLM/ MA/ M. Com./ M. Pharm./M.E./M.Tech./M.Sc./Ph.D. programs etc., the Integrated PhD program, the External Registration Program (ERP), the Quality Improvement Program (QIP), as well as students at the University from other Universities (whether in India or abroad) studying/conducting research under exchange programs. University Personnel also includes visiting faculty members or scientists, adjunct faculty, industrial personnel, fellows project/research/technical assistants, summer fellows/trainees and any other personnel from outside University engaged in research and development work at the University independently or in collaboration with University Personnel. University Personnel whose R&D effort results in an Invention, and whose IP needs to be protected by the University, will be referred to in this document as Inventors.

5 Ownership of IP

In general, the University shall be the owner of all intellectual properties including Patents, software, designs, Trademarks, Service Marks, and integrated circuits, specimens, created by creators as a result of University research or created by substantial use of University facilities. But the inventor's role, benefits and royalty share will always be duly recognized and protected as per the policy.

Specific provisions relating to IPR made in contracts governing the collaborative /sponsored activity shall determine the ownership of IP in case of sponsored or collaborative research. Usually where there has been external corporate, foundation, trust, Government or industrial funding of any project, the intellectual property generated from such a project shall owned by the University, creator of intellectual property and the funding agency jointly provided such agency has provided Rs. 10/- lac. or more for a particular research/invention /intellectual creation under a specific agreement with the University. An IPR in this University shall be managed by the University Intellectual Property Committee (UIPC).

The creator of the intellectual property on a mutual agreement may assign his/her IPR. If the University cannot, or decides not to proceed in a timely manner to protect and or license university owned intellectual property, it shall assign ownership to the creator upon request to the extent prompted by these ordinances and third party agreements, if any.

5.1 Copyrights

The Institute will not own the rights in copyrightable works such as books, articles, monographs, lectures, speeches and other communications produced by the staff in the course of research and teaching using Institute resources.

Ownership of copyright of copyrightable works as stated above shall rest with the author(s) with the following exceptions:

- 5.1.1 If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IP, made in contracts governing such activity, shall determine the ownership of IP.
- 5.1.2 The University shall be the owner of the copyright of work, including software, created by the Institute personnel with significant use of Institute resources. The Institute may demand assignment of the copyright in whole or in part depending on the degree of Institute-supported resources used in producing the copyrightable work.
- 5.1.3 The University shall be the owner of the copyright on all teaching materials developed by the Institute personnel as a part of any of the academic programs at the Institute. However, the authors shall have the right to use the material in her/his professional capacity. As the traditional exception, the Institute shall not claim ownership of copyright on books and publications authored by the Institute personnel.
- 5.1.4 The University shall be the owner of the copyright of work produced by non- Institute personnel associated with any activity of the Institute with the intellectual contribution of the Institute personnel. However, the authors shall have the right to use the material in her/his professional capacity.
- 5.1.5 The student and his/her supervisor(s) will jointly have the ownership of copyright in the thesis / dissertation / project report written by a student. And supervising teacher

and the student will grant a non-exclusive, non-transferable royalty free license to the Institute to use, in the course of non-commercial academic activity, the records and data generated in the course of the student's research.

- 5.1.6 Where copyright has not been assigned to the University, the will be entitled to a non-exclusive, non-transferable license to use the work within the Institute for non-commercial educational and research purposes, or to possess a limited number of copies for such purposes, whichever is relevant.
- 5.1.7 Any copyrightable work generated as a work for hire will belong to the University as per the terms of the original contract.

5.2 Invention(s), Design(s), Integrated circuit layouts, and other creative work(s):

- 5.2.1 Invention(s) including software, design, and integrated circuit layouts created by the Institute personnel without significant use of the Institute resources and not connected with the profession for which he/she is employed at the University shall be owned by the creator(s)/ innovator(s).
- 5.2.2 For invention(s) including software, design, and integrated circuit layouts produced during the course of sponsored and / or collaborative activity, specific provisions related to IP made in contracts governing the collaborative activities shall determine the ownership of IP.
- 5.2.3 The University shall be the owner of all invention(s) including software, design, and integrated circuit layouts, created by a team of the Institute and non- Institute personnel associated with any activity of the Institute. However, non-Institute personnel, who create invention(s) including software, design, and integrated circuit layouts at the Institute without any intellectual contribution of the Institute personnel and significant use of the Institute resources, shall be the owner of such invention(s).
- 5.2.4 Any innovative works which are not stated above the University shall be the owner of all invention(s).

5.3 Patents

This section refers to intellectual property that is patentable or protectable by confidentiality agreements.

- 5.3.1 The University will not require to be assigned to it the intellectual property created by the creator(s) where there is use of usual Institute resources only.
- 5.3.2 The University will require to be assigned to it such intellectual property as is created by the creators through the use of University -supported resources. In this case, the creator and/or University will take steps to commercialise the property through agreements or other means as deemed to be suitable. Where an application for patent is applied for, the creator shall agree to maintain all relevant details of intellectual property secret and confidential until the patent application is filed. In the case of protection through confidentiality, the same information will be kept secret and confidential as long as the intellectual property has commercial value.
- 5.3.3 The Patents granted and created through sponsored research where the sponsor does not claim intellectual property rights in such cases University shall have the right.

- 5.3.4 The creators of University-owned intellectual property shall retain their right to be identified as such unless they specifically waive off this right in writing.
- 5.3.5 Royalty accruing or any type of payment received from the commercialisation of the University-owned intellectual property will be shared between the University and the creators as mentioned in revenue sharing section 12 of this IP policy.

5.4 Trade mark(s)/ Service mark(s)

The ownership of trademark(s)/ service mark(s) created for the Institute shall be with the University. In cases of all IP produced at the University, the University shall retain a non-exclusive, free, irrevocable license to copy/ use IP for teaching and research activities, consistent with the confidentiality agreement(s), if any, entered into by the University.

The authorities responsible on behalf of the University and creators have the responsibility to ensure the following:

- 5.4.1 Any association with the University implied by third parties is accurate.
- 5.4.2 The activities with which the University is associated through third parties maintain standards consistent with the Institute's educational purpose.

5.5 Exceptions to the ownership

The creator of the intellectual property may opt to retain the ownership of the following:-

- 5.5.1 All intellectual properties developed without substantial use of University.
- 5.5.2 All rights in artistic, literary and scholarly intellectual property such as scholarly books articles and other publications including those in electronic mode, works of art, literature and music recordings shall belong to the creators despite use of University resources so long as such works are not the projects of University research, neither created under the direction and control of the University, nor developed in the performance of a sponsored research or third party agreement.
- 5.5.3 The University faculties and students may freely publish research of their result provided such research does not lead copyrightable/patentable intellectual property as stated in this policy.
- 5.5.4 Any kind of teaching learning material (online or offline; digital or print) prepared by faculty members, research scholars and other University personnel.

6 Constitution of University Intellectual Property Committee

A University Intellectual Property Committee (UIPC) shall be the sole custodian of all IPs generated in the University and the IPR guidelines will be maintained in the University through the UIPC. UIPC shall comprise of the following-

- i. Chairperson, nominated by Vice Chancellor
- ii. Co-Chairperson from each Campus of University
- iii. One external nominated member (IPR management expert)
- iv. Deputy Registrar (Legal Cell).

- v. 3-4 Members from different schools (nominated by the Vice Chancellor of the University)
- vi. Two subject expert as invited members.
- vii. Nominee of the Finance Officer
- viii. Coordinator, IPR Cell, (Member secretary)
- ix. The tenure of members in UIPC will be up to three years. The nominees will serve a three-year term. The invited members will be invited by the Chairman UIPC as per the need of the agenda of every meeting (from innovators' pool and / or industry). UIPC shall be responsible to administer all decisive issues related to IP policy and such other relevant matters as shall be determined from time to time. The coordinator IPR Cell shall be responsible for the implementation of all the recommendations and decisions through UIPC.

7 Creation of Intellectual Property

The IP consisting of patentable or copyrightable material can be created by the University in many ways:

- 7.1. When university undertakes an assignment either from external agency or by its own initiation to take up on creation of a specific copyrightable or patentable material and deposes a team of its researchers to accomplish it as and when an individual researcher or a team of researchers may develop copyrightable or patentable material during the course of their research or as a specific project.
- 7.2. When some external funding agencies such as Government, foundation, trust commercial / corporate undertaking may enter into a specific agreement with the university and research team of researchers to develop some specific copyrightable or patentable materials.
- 7.3. Handling thesis/ dissertation work with potential of IP: Apart from point v and vi of section 5.1, which mandates the joint ownership (by teacher and student) of copyright in the thesis / dissertation / project report written by a student, the care must be taken for potential study/thesis. Where the thesis of a student contains details of commercialise-able intellectual property, the Institute, the supervising teacher and the student must agree to keep the thesis, in part or whole, and all relevant documents, confidential until the process of securing statutory protection for the intellectual property is complete. It should be noted that the submission of the thesis for examination does not violate confidentiality because the thesis remains confidential until the examination process is over. It is to be noted that retention of the hard copy by the Institute library is essential for meeting the requirements for a degree, and the supervising teacher and the student must agree to allow the abstract of the thesis to be made available electronically, the supervising teacher and the student will have the option to refuse releasing of the full electronic text of the thesis on any network. On the Institute's part, the library has a duty to ensure that the use of the texts of thesis held by it is consonant with laws governing copyright and fair use, as well as sound academic practice.

- 7.4. No University personnel will be allowed to file the patent without University name and the University will be the owner/applicant until the ownership of university is exempted as per 5.5 (that to after the due permission of the University).
- 7.5. The patent without University name will not be considered for any kind of academic credit/ API for CAS to the concerned University/Institute Personnel or patentee unless allowed by the University for the same.
- 7.6. To smoothen the process of collaborative R&D with Industry and tech transfer, robust and broad guidelines shall be formulated by the University through UIPC.
- 7.7. The terms and conditions for the collaborative R&D projects to be built up in the Memorandum of Agreement for collaborative R&D must be in good tune with the IPR policy and in the best interest of the University.

8 Disclosure & Confidentiality

- 8.1 When the creators believe that they have generated patentable or commercialise-able intellectual property using Institute-supported resources, they shall report it promptly in writing along with relevant documents, data and information, to the Institute through the appropriate authority using the Invention Disclosure Form of the Institute. Disclosure is a critical part of the IP protection process for claiming the inventor-ship.
- 8.2 The information shall constitute a full and complete disclosure of the nature, particulars and other details of the intellectual property, identification of all persons who constitute the creator(s) of the property, and a statement of whether the creator believes he or she owns the right to the intellectual property disclosed, or not, with reasons.
- 8.3 Where there are different creators of components that make up a system, the individual creators and their contributions must be identified and treated separately.
- 8.4 In case of the sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of the creative work is applied. By disclosure the inventor(s) shall assign the rights of the disclosed invention to the University.
- 8.5 All Institute personnel and non-Institute personnel associated with any activity of the University shall treat all IP related information which has been disclosed to the IPR Cell and/or whose rights are assigned to the University, or whose rights rest with the Institute personnel, as confidential.
- 8.6 Having filled the Disclosure Form, the creator shall maintain confidentiality *i.e.* refrain from disclosing the details, unless authorized otherwise in writing by the University, until the University has assessed the possibility of commercialisation of the intellectual property.
- 8.7 Access to areas where University -owned intellectual property including confidential information is made available, seen or used, and to confidential documents, records, etc. is to be limited only to those who are creators or are bound by confidentiality agreements.
- 8.8 Creators and/ or University personnel must take care not to disclose confidential details of University -owned intellectual property in their publications, speeches, or other communications.
- 8.9 University, upon receiving the disclosure from the creator/innovator, will inform the creator through UIPC, about the approval of University for going ahead with the filing

application for IPR, IPR/ possible commercialization interest and / or ownership issue, if any.

9 Applying, Evaluation and Management of IPR

Any employee(s) of the University desirous of filing a patent application in connection with the innovative work done by him/them should follow the procedure outlined below:

- 9.1 Forward a one-page proposal outlining the main highlights of the invention to the IPR cell and/ or UIPC, for preliminary evaluation.
- 9.2 The application will be processed by the office of the IPR Cell as per the IPR Policy of the University.
- 9.3 If after the examination, the proposal is found to be promising, it will be conveyed to the inventor applicant, and he/she will be advised to seek the professional help and guidance from patent attorneys or other agencies at his/her own cost. Since patenting is expensive, efforts should be made to get the patent filed through funding agencies such as DBT, NRDC and DST (TIFAC). The financial assistance must be explored from National Research Development Centre (NRDC), New Delhi by each innovator/ creator for patenting/ IPR, at first instance. If inventor(s) observes time delay in obtaining permission from UIPC for filing IP application then he/she can file as soon as possible and agreement shall be made to transfer the ownership to the university by the inventor(s).
- 9.4 Provisional patent application that may arise out of projects/research activities of University may be directly applied by the Creators/Inventors after obtaining formal permission from IPR Cell on their own Cost.
- 9.5 After submitting the complete specification, in the Indian Patent Office, the inventors may also explore the protection of invention in foreign countries. **However, the cost towards filing of patent in foreign countries will be borne by the inventors or may be applied to NRDC, New Delhi.**
- 9.6 Any work sought to be filed by a faculty member and or students arising out of R&D work done at the University will required to be filed in joint names as inventors or authors while University shall be to the owner of IP.
- 9.7 After filing of the application for IP protection, the inventors shall inform the IPR cell & UIPC of any further development, if any, in the related R&D work. The creators of the IPR shall provide all the necessary information to the IPR cell for the management of the IPR, time to time.
- 9.8 UIPC with assistance of IPR cell of the University will coordinate the activity of evaluating, protecting, marketing, licensing and managing the IPR generated at the University.
- 9.9 An invention will be supported for patenting by the University (before the formal grant of patent) if it is novel, has some commercial use, motivation and viability which leads to the commercialization even before the patent grant.
- 9.10 If commercialization is not done/possible before the grant of patent the University will not borne expenses for obtaining and maintaining statutory rights in University owned intellectual property.

- 9.11 The University will borne expenses for maintaining statutory rights of University owned IP (an Indian patent) for a maximum period of 20 years from the date of filing for all the granted patents. However, sincere efforts on the part of the inventor must be initiated during this time span to commercialize the invention.
- 9.12 If University cannot pay or refuses the maintenance expenses for any granted patent, all rights and responsibilities in the property will revert to the creator, subject to any contractual agreements with a sponsor, if any. The University will assign ownership to the creator/ patentee upon a written request and University shall no more be liable to pay for statutory protection of the property.

10 Know-how Developed from the Collaborative Work with Other Agencies/Industries

Terms and conditions to be taken care of for licensing of the know-how developed from the collaborative work with other agencies/ industries are as follows:

- 10.1 The private party (company) shall have first right to license and commercialize the developed know-how and resulting IP, if any.
- 10.2 In case the company is not interested to license the IP/know-how developed, the university and the Government agency (funding body) shall be free to license and transfer the know how to another suitable party.
- 10.3 The non-exclusive technology transfer must be preferred but in case the private party insists, technology may be transferred on exclusive basis at a higher rate for fixed time duration.
- 10.4 Liability/Indemnity: The licensee shall indemnify University (Licensor) against any harm or suit brought about by the third party relating to technical knowhow or the products developed by the Licensee.
- 10.5 Any liability to the licensor in connection with licensed know-how/IP* shall be up to a ceiling of the sum received from the client. (* These refer to special conditions such as failure of licensed know how and/or false claims for the licensed knowhow)
- 10.6 The cost of the developed know how is to be calculated based on direct expenses, intellectual fee and service tax etc. incurred by the University. Direct expenses comprise manpower costs, cost of consumables & chemicals, infrastructural services, equipment usage cost and contingencies.
- 10.7 Intellectual fee would comprise a percentage (in a range of 30-50%) of total expenses incurred by the university and would also include a component of patent protection & maintenance costs per country where the company wishes to commercialize the know-how. The patent charges to be decided on mutual negotiations and agreement.
- 10.8 The modalities of technology transfer and patented product commercialization shall be formulated by UIPC.

11 Commercialising IP

- 11.1 The University will encourage the inventors to commercialize their IP through third parties who may or may not be the joint inventors through the grant of exclusive/ non-

exclusive licenses, or assign its ownership rights to third parties/ inventors safeguarding the interests, financial or otherwise, of the University.

- 11.2 The creators/ innovator/ patentee will have the first right to choose the commercialization modalities in tune with the policy. If patentee can do the same and wishes the same, UIPC, IPR cell and **RCC Cell** (Research & Consultancy Coordination Cell) will provide the full support in providing all necessary permission from the University, as and when required.
- 11.3 If University can commercialize the provisional patent application and/ or patent, it will get it evaluated through the UIPC and also by co-opting the patent attorney/legal external experts whenever and wherever needed, before deciding to manage the IPR.
- 11.4 The IPR Cell and inventors in collaboration with RCC shall work together for dissemination of the Intellectual property to public and industry to aid in commercialization.
- 11.5 The commercialization prior to patent grant, if explored, must be communicated to the University and the agreements with other counterpart must conform to policy regarding ownership revenue sharing etc.
- 11.6 When a third party is interested in commercializing an IP after inspecting its relevant technology profile, they may apply to the Chairperson, UIPC for the same. A license fee will be decided by the UIPC in consultation with the inventor, and after the deposition of the required fee for transfer of the technology, the University will then require the third party to sign a confidentiality agreement undertaking to maintain the confidentiality of all information disclosed.
- 11.7 Confidentiality agreement will continue to be in force even if the commercialization process is aborted at any stage. However, it is recommended that no disclosure should be made by third party, if there is any doubt as to the outcome of the commercialization process.
- 11.8 All such licensing agreements/assignments in particular where the third party is also the inventor, would be carefully examined by the University to determine that no conflict of interest will occur as a result of their ratification. The third party when interested in any such transfer of rights must demonstrate technical and business capability to commercialize the IP.
- 11.9 The assignment or license may be subject to additional terms and conditions, such as revenue sharing with the University or reimbursement of the cost of statutory protection, when justified by the circumstances of development of the IP licensed. If the University finds that the third party has not taken appropriate steps to commercialize the property within one year of acceptance of the license, the University will be free to revoke the license.
- 11.10 The actual cost of transfer of interest/ right/ ownership and maintenance of rights in the University owned IP by way of license, assignment or otherwise devolution of rights for such purposes will be borne exclusively by the licensee, assignee, and person acquiring such rights. The University may under special circumstances retain a non-exclusive royalty-free license to use the property for academic work.

12 Revenue Sharing

Any revenue generated by the exploitation of IPR, will be shared between the creator/inventor, his or her faculty or department/centre and University after deduction of agreed costs borne by the University on the prescribed terms and conditions including royalty to be paid to National Biodiversity (NBA) or any other agency, if applicable. The income generated from the licensing/assigning of IPR or on receipt of royalties associated with technology transfer / specific innovation programs shall be divided as follows:

- 12.1 70% (seventy percent) of the revenue shall go to the Inventor(s); the share of each inventor may be decided by mutual consent by the inventors. In order to avoid any future dispute/litigation on this issue the Lead Inventor will prepare a mutually acceptable agreement pertaining to the share of each of the co-inventor and the same shall be conveyed in writing to the Chairperson of UIPC for record keeping.
- 12.2 20% (twenty per cent) would go to University account.
- 12.3 10 % (ten per cent) will be given to the innovator/ research group as research grant for extending the research and doing the new research; for research infrastructure and or equipment grant.
- 12.4 After the grant of patent, the patent maintenance charges will be borne by the University (because NRDC does not provide fund after the grant of patent).
- 12.5 If University does not find any patent fit for paying for its maintenance or other charges (post patent grant) or do not pay the same, it can be assigned to the creator/ innovator, upon the request of innovator/(s).
- 12.6 Where the University licenses University-owned IP to the Inventor(s), for example, under a Student or Faculty Entrepreneurship Program, to a start-up Company, or any other initiative within or outside University, the University may accept equity in the start-up Company as part of the License Fee. Such equity shall vest solely with the Entity created to hold such equity, with no share to the Inventor(s). The Inventor(s) shall not be entitled to any share in such equity.
- 12.7 Leaving employment of the University: Cessation of employment either by resigning, retirement, or completion of project/ course, under normal circumstances, will not affect an individual's right to receive a share of "Royalty(ies)", provided the IP/revenue was generated during the due course of their employment or association with the University. Such cessation shall not also absolve the University Personnel from their obligations towards confidentiality or the procurement/registration of IP in so far as executing necessary documents and/or assisting attorneys of the University towards the objectives of the University are concerned.
- 12.8 The 10 % share mentioned in section 12.3 will continued to be paid to the innovator/ research group till any one of the innovator is serving the University. The said 10 % share shall be payable to the concerned department as departmental research fund after all the inventors of concerned patent leave the employment of University.
- 12.9 Death: In the case of the death of the Inventor, any due share of the revenue will be paid to the legal representatives of the deceased.
- 12.10 In other cases, if required, the decision of UIPC shall be final.

13 Recognizing Innovators

The University faculty members, with granted patent received during the service in the University, with the University as the patentee/applicant, will be recognized in the University in following ways.

- 13.1 The faculty members (whose services are eligible to be counted as per the UGC regulation 2018 for direct recruitment) with granted patent (with University as the patentee/applicant) will be recognized as Ph D supervisors, if they are not already.
- 13.2 If the IP creator faculty members with granted patent (with University as the patentee/applicant) are already Ph D supervisors, they will be provided one extra Ph D candidate.
- 13.3 The IP creator faculty members shall be the permanent member of UIPC.
- 13.4 The IP creator faculty will be awarded with certificate of appreciation from the University with a citation in the University Website and University Prospectus.

14 Deposition of the Biological Cultures/Materials

All biological cultures/materials, including microorganisms, cell lines, plants and animals, isolated from the environment or genetically modified during the course of study by the faculty/students/staff/Project staff/ associates/visitors will be the property of the University and it will be assigned under the name of the supervisor(s)/team leader. These cultures must be deposited with the supervisor under intimation to IPR Cell who will maintain a record of the same. These cannot be used for any academic purpose without the written consent of the supervisor. For any commercial exploitation of the same appropriate approval from UIPC must be obtained.

15 Protection of Biodiversity and Traditional Knowledge

The University confirms that it abides by the national laws on biodiversity and traditional knowledge framed by the Government from time to time. Inventor(s) has/have to make sure that the conditions laid down under the national laws on biodiversity and traditional knowledge are not breached during the course of obtaining any IP protection or any use of such knowledge. The necessary approval from National Biodiversity Authority (NBA) must be taken by the innovator at its own cost. The UIPC will provide all the necessary support regarding the documentation required for seeking the said approval.

16 Conflict of Interest:

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest at the time of filing the patent. 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 they and/or their immediate family have in the company to the IPR Cell immediately. 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 UIPC forwarded by IPR Cell.

17 Dispute Resolution:

In the case of any conflict/dispute/grievance between the researchers/ inventors/ collaborators/ sponsors regarding the ownership of IP, and/or the implementation of the IP policy, the aggrieved party may appeal to the UIPC to look into the matter. In case the appellant is not satisfied with the decision of the Cell, he/she can appeal to the Vice-Chancellor of University, whose decision in the matter shall be final. As a policy, all IP related agreements signed by the University, and dispute(s) arising thereof, will be subjected to the legal jurisdiction of Nainital High Court.

18 Liability and Indemnity Insurance

- 18.1 In the case of infringement of any intellectual property right(s) by the University faculty/staff/students/project staff/visitors or any third party, IPR Cell would first conduct an enquiry into the matter and make recommendations to the Vice-Chancellor for resolution of such infringement including the need for any disciplinary/legal course of action.
- 18.2 As a matter of policy, the University shall, in any contract between the licensee and the University, would seek indemnity from any legal proceedings in production problems, process efficiency, design guarantee, up-gradation and debugging obligation.
- 18.3 The University shall also ensure that the University personnel have an indemnity clause built into the agreement with licensees while transferring technology or copyrighted material to licensees.
- 18.4 The University shall retain the right to engage or not in any litigation concerning patents or license infringements in order to safeguard its IPs.

19 Right to Regulate Policy

The University Intellectual Property Committee shall have the responsibility for interpreting the policy, resolving disputes, the application of the policy and recommending changes to the policy from time to time to the. The EC (Executive Council) shall consider such changes / recommendations and take such decision thereon as it deems fit. The IPR Policy may be reviewed after three years or earlier, if a change in the same takes place at the Govt. level (State or Central).

20 Other Pertinent Issues

All agreements/contracts including but not limited to the following categories, for activities undertaken by anybody defined under **Item # II (ii) to (viii)** needs to be approved by the Chairperson, UIPC of University.

1. Confidentiality Agreement / Non-disclosure Agreement
2. Consultation Agreement
3. Evaluation Agreement After the grant of patent, the maintenance charges will be borne by the University.
4. Research and Development Agreement for furtherance of existing IP assigned to University

5. License Agreement
6. Technology Transfer Agreement
7. Alternative Dispute Resolution Agreement
8. Collaborative MOU with other University / Organization related to IT activities

Chairperson, UIPC will act as the signing authority in all categories of agreements listed above. UIPC will facilitate the process of framing such agreements by way of providing templates and services through professional IP consultants.