



MAHATMA GANDHI UNIVERSITY



Mahatma Gandhi University
Priyadarsini Hills P. O.
Kottayam, Kerala - 686560

(Re-accredited by NAAC with A Grade)

IPR Policy

MAHATMA GANDHI UNIVERSITY

IPR POLICY

Contents

1. Preamble	3
2. Objectives	3
3. Definitions.....	3
4. Application of this Policy	5
5. Ownership of IP	5
A. Patents	5
B. Copyright	6
C. Trade Marks	6
D. Industrial Designs	7
E. Semiconductor Integrated Circuits and Plant Variety.....	7
6. Work for Hire.....	7
7. Consulting Agreements.....	7
8. Moral Rights	8
9. Identification & Protection of IP.....	8
10. Sharing of IP Rights by the University	8
11. IP Generated from Research Conducted in Collaboration with External Partners	8
12. Encouraging Entrepreneurship and Start-ups.....	9
13. Waiver of IP rights by the University	9
14. Incentive Scheme for IPR Filing.....	9
15. Monitoring and Responding to Infringement of IPR	9
16. Licencing Agreements and Revenue Sharing	9
17. Conflict of Interest	10
18. Filing Of Application in Foreign Countries.....	10
19. Dealing with IP Rights Owned by Third Parties.....	10
20. Use of Copyrighted Material.....	10
21. Dispute Resolution.....	11
22. Jurisdiction.....	11
23. Amendments	11
24. Waivers	11

1. Preamble

Mahatma Gandhi University (University) envisions to excel in the field of higher education and cater to the scholastic and developmental needs of the individual, through continuous creation of a critical knowledge base for the society's sustained and inclusive growth.

The University is engaged in research and development programmes that lead to the creation of Intellectual Property (IP) which can be commercially utilised in a variety of forms for the benefit of the creator, the University and the general public.

This Intellectual Property Rights Policy (Policy) of the University attempts to lay down guidelines, support procedures, processes etc. available to faculty members, research scholars, students and other stakeholders connected with the IP created in connection with the activities of the University, This Policy shall enable them to translate their creative works into IP and relates to the ownership, protection and commercial exploitation of Intellectual Property created by the creators in the course of their duties at the University.

This Policy document is expected to fulfil the commitment of the University to promote academic freedom and conducive environment for research and development of commercial importance and is a guide dealing with diverse IP related issues such as benefit sharing, partnerships, moral rights, and potential conflicts of interest.

2. Objectives

The objectives of this Policy are:

- To provide a framework to foster innovation and creativity by nurturing new ideas and research by an ethical practice.
- To protect intellectual property (IP) rights generated by faculty/ personnel, students, staff and other researchers of the University.
- 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 University
- To promote more collaborations between the academia and industry through better clarity on IP ownership and IP licensing.
- To promote intra-academia and inter-university research collaborations.
- To ensure equitable access and more optimal utilisation to results from publicly-funded research.

3. Definitions

- a. **Collaborative Activity** is the Research undertaken by the personnel in the University, in cooperation with industry and/or other Researchers, who are not the personnel of the University.

- b. **Commercialization of IP** is the transfer of intellectual property to a commercial organization through licensing or confidentiality agreements for the purpose of exploitation. Such property is to be safeguarded either under the relevant Statute or by secrecy as is relevant and practicable.
- c. **Creator** means the Researcher who contributed to the creation of the Intellectual Property (IP)
- d. **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
- e. **Intellectual Property** means works related to Patents, Trade Marks, Design, Copyright, industrial designs, trade secrets, plant varieties and includes inventions, technologies, developments, improvements, materials, compounds, processes and all other research results and tangible research properties, including software and other copyrighted works.
- f. **Intellectual Property Rights (IP Rights)** means ownership and associated rights relating to Intellectual Property, including patents, designs, trademarks, layout-designs (topographies) of integrated circuits, know-how, trade secrets and all other intellectual or industrial property rights as well as copyrights, either registered or unregistered 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.
- g. **Inventor** means the Researcher who contributed to the creation of the Intellectual Property.
- h. **Research** includes (1) Research undertaken by a researcher in the normal course of the engagement/ appointment with the University, utilising 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. (2) 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
- i. **Researcher** means: (i). persons employed by the University, including student employees and technical staff (ii) students, including graduate and postgraduate students of the University (iii) any persons, including visiting scientists who use the University resources in India or abroad and who perform any research task at the

University or otherwise participate in any research project administered by the University, including those funded by external sponsors in India and abroad.

- j. **Research Agreement** may refer to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Project Development Agreement, Joint Development agreement by two or more or multiple Institutions, Consultancy Agreement and any other type of agreement concerning research pursued by Researchers and/or Intellectual Property created at the University in India and abroad.
- k. **Sponsored Research** for the purposes of this Policy, shall be taken to mean a specific research project funded by an outside agency, whether non-profit or for-profit, governmental or private, national or international. The term 'sponsored research' shall not apply to funds awarded by an external agency to a student, scholar, fellow, or trainee for the support of education or research.
- l. **Sufficient Disclosure** means providing a detailed description of features essential for carrying out the invention, so that the person skilled in the art could put the claimed invention into practice
- m. **Work for hire** is any work commissioned by the University from a Creator or an external agency. In all such cases, the ownership of the resulting IP shall be assigned to the University in a written contract between the parties concerned.

4. Application of this Policy

- 1. This IPR Policy will be applicable to the Researchers in the University, its constituent colleges, regional and satellite campuses or any activity under the direct control of the University administration.
- 2. Mere affiliation for examination purposes will not make it obligatory on part of colleges to comply with this IPR Policy, however they are encouraged to use it as a model IPR Policy when framing their own guidelines in this respect.
- 3. This policy and subsequent regulations applicable to all Researchers, shall be interpreted in accordance with current Intellectual Property and related laws in India

5. Ownership of IP

A. Patents

- 1. All inventions whether made by Researchers in furtherance of their responsibilities with the University, developed by utilising the resources of University, or with the mix of funds, resources and/or facilities of the University, shall ordinarily be vested with the University
- 2. In cases where the invention is patentable in nature, the researcher as well as the University may take necessary steps for filing patent application before submission of

such research work such as dissertation, thesis etc. in any digital repository created by the University or the Government or any other regulatory body.

3. If the University determines that an invention was made by an individual(s) in their own time and unrelated to the responsibilities towards the University and was conceived or reduced to practice without the use of resources of the University, then the invention shall vest with the individual(s).

B. Copyright

1. The ownership rights in scholarly and academic works generated utilising resources of the University, including books, articles, student projects/dissertations/ theses, lecture notes, audio or visual aids for giving lectures shall ordinarily be vested with the author(s).
2. In the case where the copyright vests with the author(s) in case where the IP is generated from research conducted by utilising resources of the University, the University shall have a non-exclusive, royalty free, irrevocable, and worldwide license to use the IP for research, non-commercial and educational purposes.
3. Any publication, document and/or paper arising out of Research Activities shall be owned jointly by the University and Researcher.
4. 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 specifically commissioned by the University, shall ordinarily be vested with the University. The moral rights shall continue to vest with the author(s) wherever applicable.
5. Additionally, in cases where the University is the owner of copyright in lecture videos and/or MOOCs, the author(s) shall have a non-exclusive, royalty free, irrevocable, and worldwide license to use the IP for research, non-commercial and educational purpose
6. The University shall retain the right to submit and share soft copies of all undergraduate/postgraduate/research related works (including, but not limited to projects/ dissertations/ theses) through any digital repository created by the University or the Government or any other regulatory body.

C. Trade Marks

1. The ownership rights in all trademarks involving the University shall ordinarily be vested with the University. The logo and Emblem of the University are the exclusive identity and property of the University. No person shall without prior permission of the University utilize the logo and / or emblem of the University for any commercial purpose. The University may formulate necessary guidelines regarding the usage of the name of the University and its emblem.

2. If the University determines that a trademark or was created by an individual(s) on his/her own time and unrelated to the responsibilities towards the University [e.g., name of a company/ start-up venture by the student(s)], then the right to the same shall ordinarily be vested with the said individual(s).

D. Industrial Designs

1. All industrial designs whether made by Researchers in furtherance of their responsibilities with the University, developed by utilising the resources of University, or with the mix of funds, resources and/or facilities of the University, shall ordinarily be vested with the University
2. If the University determines that the industrial design was created by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the University and was conceived or reduced to practice without the use of resources of the University, then the industrial design shall vest with the individual(s).

E. Semiconductor Integrated Circuits and Plant Variety

1. Integrated circuits and plant varieties, created by Researchers in furtherance of their responsibilities with the University, developed by utilising the resources of University, or with the mix of funds, resources and/or facilities of the University, shall ordinarily be vested with the University.
2. If the University determines 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 responsibilities towards the University and was conceived or reduced to practice without the use of resources of the University, then the semiconductor integrated circuit layout design or plant variety shall vest with the individual(s).

6. Work for Hire

All IPs generated by contractors, consultants or vendors, as part of their engagement with University, will be owned by the University, unless agreed to otherwise as part of the contract. The ownership rights over any work commissioned by the University from a Creator or an external agency shall be assigned to the University in a written contract between the parties concerned.

7. Consulting Agreements

1. All IP arising out of consultancy by the academic staff routed through the University shall be assigned to the University.
2. IP generated from a consulting assignment awarded to a member by a sponsor will generally be owned by the sponsor. However, if significant resources of the University are used, or if the assignment is only partly funded by the sponsor, the university will negotiate with the sponsor for co-ownership of the IP generated.

8. Moral Rights

The University recognizes the moral rights of the creators of intellectual property and shall endeavour to protect these rights. These include the right of fair attribution of authorship or invention, the need for the work not to be altered in such a way that it harms the reputation of the creator and an opportunity for the creator to be involved in determining the final outcome of his/her labour.

9. Identification & Protection of IP

1. Researchers should make all reasonable efforts to identify any protectable IP as early as possible, shall keep appropriate records of their research work and make all reasonable efforts to ensure that only those individuals within University who have a need to have access to such records in the course of their duties are granted such access.
2. Researchers are required to identify any potential IP Rights resulting from their research work and are to make Sufficient Disclosure to the relevant authority so as to enable it to sufficiently assess the technical and related features, ownership, commercial potential and IP protection that might be applicable to such IP.
3. The expenses involved in obtaining and maintaining IP protection may be shared between the parties, depending on who owns the IP. If the University is the sole owner of IP, the costs of IP protection shall be borne by the University.
4. The University would endeavour to exploit the IP either by itself or by commissioning an agency for the purpose. The Creator may request the University to assign the rights to them after a certain holding period.

10. Sharing of IP Rights by the University

Subject to any associated agreements, as well as the conditions mentioned above, the University may allow Researchers to be joint applicants in all IP protected by Researchers at their cost if the University decides not to pursue the protection of IP within a specified period of sufficient disclosure by the researcher to the University.

11. IP Generated from Research Conducted in Collaboration with External Partners

1. With regard to research conducted in collaboration with External Partners, ownership of IP shall be determined as per the terms and conditions in the agreement signed between the concerned parties. However, unless agreed upon explicitly, the University shall normally retain perpetual, royalty free license to use the IP for research and educational purposes.
2. In the absence of a specific agreement between the University, and the External Partner, who is providing support for research, the IP rights shall be shared amongst the concerned parties, and the External Partner will be requested to share equitably the cost of filing and maintaining the IPR. Where the External Partner is not forthcoming for filing joint IPR application and sharing such costs, the University at its discretion

may file the application with absolute ownership and University will meet the entire cost of filing and protecting the IPR.

12. Encouraging Entrepreneurship and Start-ups

1. To promote and encourage entrepreneurial activities the University may reassign, under an agreement, its ownership of IP to the Inventor or Creator, who opt to market, protect and license it on their own with minimal involvement of the University.
2. The fees to be paid to the University by the assignee consist of all patenting and licensing expenses and appropriate amount of royalties, equity or other value received by the Inventor or Creator
3. The University would endeavour to exploit the IP either by itself or by commissioning an agency to bring to operation the IP produced by its personnel. The Inventor/Creator may request the University to assign the rights to them after a certain holding period.

13. Waiver of IP rights by the University

1. Subject to any associated agreements, or any other agreement thereof, the University may waive its rights, if it decides not to pursue the protection of IP within a period fixed from Sufficient Disclosure by the Researcher to the University
2. The University shall take all efforts to convey the decision to the researcher, whether to pursue or not pursue the protection of IP, within a specified time period, after sufficient disclosure by the Researcher, to the University. Under all such circumstances, unless explicitly agreed to, the University, shall retain a non-exclusive, royalty-free, irrevocable, and worldwide license to use the IP for research and educational purposes.

14. Incentive Scheme for IPR Filing

In order to promote innovation culture among the faculty and researcher community, the University shall implement an incentive scheme which shall be notified by the University from time to time.

15. Monitoring and Responding to Infringement of IPR

In case of any IP the University owns, or co-owns with a collaborator, the university will evolve mechanisms to monitor infringement of IPR by another organization, and suitably respond to any infringement. The university will make all reasonable effort to ensure that its own Researchers, faculty and students do not infringe upon IP rights owned by third parties.

16. Licencing Agreements and Revenue Sharing

1. The Intellectual Property of the University held either in the name of the University or jointly with other Institutions/Industry will be marketed for commercial exploitation under agreements involving technology transfer, licensing and revenue sharing.

2. The University is free to enter into revenue sharing agreement(s) with the Researcher, in cases of Commercialisation of IP as specified in the Research Agreement. The details of revenue sharing may be decided, based on the type of IP and the nature of commercialisation. In case the IP filing costs were not borne by the University the Researcher may be allowed to first deduct the costs incurred for filing of applications and maintenance of such IP, from any income accruing from the commercial exploitation of the IP. The Researcher's share may continue to be paid, irrespective of whether or not he/she continues as a Researcher in the University.
3. The revenue sharing on any IP generated from a partnership between the University External Partner may be based on the agreement signed with the External Partner at the beginning of such collaborations.

17. Conflict of Interest

The Researchers are required to disclose any conflict of interest or potential conflict of interest with regard to potential licensing of technologies. If the Researcher and/or their immediate family members have a stake in the Licensee Company or potential licensee company, they are obliged to disclose the details in writing to the relevant authority. However, mere ownership of stakes by Researcher and/ or their immediate family members in the Licensee Company or potential licensee company shall not be a ground of rejection of licensing.

18. Filing Of Application in Foreign Countries

The University may consider requests for registration of IP in foreign countries based on the merit of the IP. If the University decides not to file such Rights in any foreign country, the University shall assign rights of IP in that country to the Creator for the purpose of such protection, if the Creator so desires.

19. Dealing with IP Rights Owned by Third Parties

Use of Technology Protected by IPRs like Patents and Designs It is possible that researchers may have to use diverse technology/ design/ software, as part of their research. Under all such circumstances, due care and attention must be given for not infringing the IP rights of third parties. With regard to licenses that have restrictions pertaining to the kind of usages permitted, it is important to ensure that due permissions are taken from IP owners before engaging in any use which goes beyond the terms of license or as permitted under the relevant statute(s) in India.

20. Use of Copyrighted Material

Whenever researchers use copyrighted material for teaching or research purposes, it needs to be ensured that it is the duty of the researchers to ensure that they do not violate the copyrights and that the concerned use is within the ambit of exceptions provided under copyright law.

21. Dispute Resolution

1. In the event of a dispute on any of the IP related matters or the interpretation of the provisions of IPR Policy, the matter shall be referred to the Vice-Chancellor of the University. Efforts shall be made to address the concerns by developing, instituting and adopting an alternate dispute resolution mechanism at the University level.
2. The University may appoint a committee of experts to address the concerns of the aggrieved person(s) regarding the implementation of the Policy, or the validity or breach thereof, and all disputes thereunder shall be dealt with by this committee. The decision taken by this committee should be within a prescribed time period from submission of said concern. Any dispute remaining shall be decided by the Vice Chancellor, whose decision shall be final.

22. Jurisdiction

Any disputes arising from the terms and conditions of any IP-related agreement entered into by the university shall be subject to the jurisdiction of the Court which has territorial jurisdiction over the place in which the University is located.

23. Amendments

The University reserves the right to amend this Policy as and when required.

24. Waivers

The University may grant a waiver from the provisions of this Policy on a case-by-case basis. All waivers must be in writing, supported by reasons and signed by the Vice-Chancellor. Any decision to grant a waiver will take into account the best interest of the University and the facts of the particular situation.