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Dated: 11-03-2019

The Academic Council vide item no. 9 (ii) of its 55<sup>th</sup> meeting held on 25-02-2019 has been pleased to approve the Intellectual Property Rights (IPR) Policy as attached.

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REGISTRAR

Copy for information and necessary action forwarded to:-

1. All Deans/HoS of the above-mentioned Schools, Shoolini University
2. Director Research, Shoolini University.
3. Secretary to Vice Chancellor for the kind information of the latter.

*o/c*  
  
REGISTRAR

**SHOOLINI  
UNIVERSITY  
SOLAN, HP**

# Intellectual Property Rights (IPR) policy





## **IPR-POLICY**

### **Shoolini University of Biotechnology and Management Sciences**

#### **1. Overview:**

Intellectual property rights (hereinafter referred to as ‘IPR’) are one of the important tools that allow creators and innovators to benefit from their investments (both in terms of money as well as time) in creativity and innovation. They may play an important role in providing a competitive edge to an organization, and also help individuals and organizations to build strategic alliances for socio-economic and technological growth. Shoolini University, located in Solan, Himachal Pradesh, India, was established in 2009 with a mission to foster creativity and innovation and promote excellence in teaching, research, and community engagement. In line with this mission, the University recognizes the significance of creating and disseminating knowledge and encourages its faculty members, research scholars, and students to engage in research and development activities across diverse fields of study. The University is committed to supporting the development of intellectual property, including patents, copyrights, designs, and other inventions that have the potential for commercialization and societal benefit.

The University is dedicated to fostering the professional growth of those involved in research and innovation and enhancing the reputation of the institution by providing educational opportunities for students and promoting public welfare. Recognizing the special relationship between the institution, its staff, and scholars, the University strives to create an environment where creativity and innovation can thrive. The University is committed to establishing an intellectual property policy that outlines the rights and obligations of the University, its faculty, research scholars, students, and other employees with regard to all forms of intellectual property created in connection with university activities. Through this policy, the University aims to ensure that its intellectual property benefits society while also safeguarding the interests of the

scholars who create it.

## **2. The Policy Objectives:**

The University has formulated this intellectual property policy for the management of intellectual property to:

- a) Foster, stimulate, and encourage creative activities in the widest sense in the areas of Science, Technology, Arts and Management.
- b) To promote more research and innovation within universities through a balanced IP management approach.
- c) To provide more freedom and autonomy to researchers for IP creation and management, in order to create a better eco-system for innovation and entrepreneurship.
- d) To promote more collaborations between the academia and industry through better clarity on IP ownership and IP licensing.
- e) To promote and encourage high quality research, including adoption of open science practices.
- f) To ensure better and equitable access to results from publicly funded research through broader dissemination of knowledge.
- g) To ensure more optimal utilization of results obtained from publicly funded research through better diffusion of knowledge.
- h) To provide the mechanism for preservation and use of intellectual property and procedures with the IPR policy through which invention and discoveries made through the course of university research are disseminated to the public through the transfer of technology.

As the scope of intellectual property and the mechanism for the transfer of technology are vast, it is not possible to address all the possibilities in this policy. However, the university aims to generate intellectual property for society's use and benefit while raising income to support research and education.

## **3. Commencement of the Policy:**

The ordinance governing the intellectual property policy shall come into effect from the date notified by the university. Moreover, this IPR policy shall supersede and

overwrite any other policy in vogue at the time of this policy and this policy shall prevail all intents and purposes.

#### 4. **The Terms Defined:**

- i) **Assignment means** transfer of rights or title in the intellectual property in writing.
- ii) **Copyright** 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.
- iii) **Copy-right able materials include:**
  - a) Books, journal articles, texts, glossaries, laboratory, manuals, syllabi, tests and proposals, study guides, bibliographies.
  - b) Lectures, musical or dramatic compositions, unpublished scripts.
  - c) films, filmstrips, charts, transparencies, and other visual aids, video, audiotapes and cassettes.
  - d) Live video and audio broadcasts.
  - e) Programmed instructional materials.
  - f) Research notes, research data reports and research notebooks.
  - g) Other materials or works other than software which qualify for protection under the Indian Copyright Act.
- (iv) **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 responsible for the creation of an intellectual property using the facilities of the University.
- (v) **Confidential disclosure** means an agreement between disclosing and recipient parties or a term in a research contract or license agreement.
- (vi) **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.
- (vii) **Educational materials** comprise the content and associated tools and technologies for delivery of content, including material developed for traditional face to face classroom courses as well as other delivery methods such as through internet or other distance learning media. For the purpose of this policy,

educational material does not normally include works such as textbooks, articles, papers, scholarly monographs or artistic works produced in the normal course of academic scholarship.

- (viii) **Invention disclosure** means a written description of an invention that is confidentially made by the inventor to the university.
- (ix) **Intellectual Property** shall include any property generated out of intellectual effort of the creator (s). It includes but not limited to
  - a. New and useful scientific and technical advancement in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties which are patentable.
  - b. Industrial and architectural designs, models, drawings software, creative, artistic and literary works, teaching resource materials generated, records of research etc., which is copyright able.
  - c. Trademarks, service marks, logos etc.
- (x) **IPR Cell and IPR –Advisory Committee:** The IPR Cell at Shoolini University shall be headed by a Professor appointed by the Vice-Chancellor as the Director of IPR. The IPR-Advisory committee shall comprise of three members with expertise in areas related to IPR and technology transfer, as recommended by the Director of IPR Cell and approved by the Vice-Chancellor. The term of the committee members shall be two years, after which the Director IPR Cell can re-constitute the committee with the approval of the Vice-Chancellor.
- (xi) The IPR Cell shall evaluate and make recommendations on IPR-related issues from time to time.
- (xii) **Know-how** refers to the knowledge, innovations, practices, expertise, processes or procedures, and secrets of individuals regarding the use of material, product or resource, or the practice of a method for a particular purpose.
- (xiii) **Patent and patentable materials** are as defined in Indian Patent Act 1970 and further amended from time to time. The patentable material includes discoveries and inventions of new products and processes.
- (xiv) **Patentee** means the person for the time being entered on the register of patents kept under the Indian Patent Act as the generator or proprietor of the patent.
- (xv) **Publication** means a public enabling disclosure of an invention and may be

verbal or printed. Printed publication includes abstracts, student thesis and in certain instances, grants proposals.

- (xvi) **Revenue** means any payment received as per an agreement by the university, usually for legal use of an intellectual property of the University through a license.

## **5. Ownership of Intellectual Property:**

The University shall be the sole owner of all intellectual properties including inventions, software, designs, integrated circuits, and specimens resulting from university research or created through substantial use of university facilities.

However, ownership of intellectual property resulting from sponsored or collaborative research will be determined by the specific provisions outlined in the relevant contracts. In cases where external funding from corporations, foundations, trusts, government entities, or industrial sources is involved, the University shall own the intellectual property generated from the projects.

The management of intellectual property within the University shall be overseen by the IPR Cell. Creators of intellectual property may mutually agree to assign their rights to the University for management by the IPR Cell.

If the University is unable or decides not to act promptly to protect or license its owned intellectual property, it may assign ownership to the creator upon request, subject to the provisions of relevant ordinances and third-party agreements.

## **6. Exceptions to the Ownership:**

The creator of the Intellectual Property may opt to retain the ownership of the following:

- a) All intellectual properties developed without substantial use of university resources.
- b) 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.

- c) All copyrights in papers, thesis and dissertations written as a student to earn credit in University courses or otherwise to specify university degree requirements.
- d) The University faculty and students may freely publish research of their result provided such research does not lead to copyrightable/patentable intellectual property.

#### **7. Creation of Intellectual Property:**

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

- a) 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 deputes 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 their research or as a specific project.
- b) 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.

- 8. Evaluation and Management of IPR:** IPR Cell of the University will coordinate the activity of evaluating, protecting, marketing, licensing and managing the IPR generated at the University. The creators of the IPR shall provide all the necessary information to the cell for the management of the IPR. The IPR Cell will get it evaluated through the IPR Advisory Committee and by co-opting the patent attorney/legal external experts whenever and wherever needed, before deciding to manage the IPR. An invention will be patented only if it has some commercial use, motivation and viability at some point of time in the future.

#### **9. Registration of Patents / Copyrights:**



a) **Filing of application in India:** The creators of know-how / designs / instruments / devices / processes / specimens and other such IPs who want to get patents for the patentable IPs and / or transfer thereof for commercial exploitation shall be required to make an application for the purpose to the Director IPR Cell as per the procedure laid out by the IPR Cell and approved by the Vice-Chancellor. If any creator(s) consider that its necessary to obtain immediate protection for safeguarding interest of the creator(s), a patent may be directly applied by the creator(s) after obtaining the permission from the University and simultaneously apply for the evaluation of the IP by the University as per the prescribed procedure. In case the University decides to take the patent in the name of the University (Registrar of the University Jointly with Creator or Team), the expenses incurred by the creator(s) for obtaining the professional patent protection will be reimbursed to the creator(s) by the University.

The University employees associated with any activity of the University shall treat all IPR related information as confidential. Such confidentiality shall be maintained till the date as demanded by the University or the relevant contract between the concerned parties unless such knowledge is in the public domain or in generally available to the public.

b) **Filling of Application in Foreign Countries:**

The University may consider requests for registration of Patents in foreign countries based on the merit of the IP. If the University decides not to file such a patent in any foreign country, the University shall assign rights of IP in that country to the creator(s) for the purpose of such protection if the creator so desires.

**10. Renewal of Patents:**

The University shall pay the Patent Fees for the all the inventions in all cases where patent is taken by the University (Registrar of the University Jointly with Creator). If it is a joint patent with a sponsoring agency, the patenting costs may be equally shared.

**11. Transfer of IP:**

- a) The creator shall make a confidential disclosure to the Patent Attorney/ Legal Expert/IPR in writing as soon as possible if the University has an ownership interest and if the intellectual property/technology may be patentable, copyrightable or has potential for commercialization and licensing. The IPR cell will provide disclosure forms on request. The creator may consult IPR cell with respect to his/her duties to disclose inventions and the manner and timelines with which such disclosures should be made to the IPR Cell.
- b) The disclosure should contain sufficient detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation and technical characteristics of the creation. The creator(s) should also be responsible for updating the IPR cell in a timely manner of any developments involving publications, sale or use of which he becomes aware after the confidential disclosure.
- c) If the creator claims an ownership interest in intellectual property or has a question about whether an assignment must be made to the University, the intellectual property shall be disclosed to the IPR cell, and the claim or question clearly stated. The University, through the IPR, will provide a determination of rights within a reasonable time following submission, generally not to exceed 90 days. The determination may be appealed to the Vice-Chancellor for a final adjudication.
- d) The IPR Cell will evaluate inventions and other intellectual property disclosed to suggest the form of intellectual property protection, if any, that should be considered and also the potential for commercial exploitation. Thereupon it shall either assign the task of securing patent/copyright in the intellectual property and of managing its subsequent economic use to the specialist agency or do so itself in a timely and efficient manner. Direct expenses associated with obtaining protection for intellectual property in which University has stake/share shall be borne by the University if such intellectual property is being managed by the IPR, by the specialist agency if University has entrusted management of a particular intellectual property to it and by the creator/inventor if he has withdrawn management of intellectual property from specialist agency /IPR cell on grounds of non-performance.
- e) The University or its agents or the creator after obtaining approval from the Vice-

Chancellor through Director IPR Cell may approach external agencies for commercial exploitations. All agreements shall be signed by the Registrar of the University on the recommendations of Director, IPR and the creator of the IP being transferred, on behalf of the University.

## **12. Revenue Sharing:**

The revenue generated from the Intellectual Property shall be distributed as follows:

- a) When University is the Creator, the income from economic use of intellectual property will be shared amongst the University and Research Team as 70% and 30% respectively.
- b) When the individual researcher or a team of researchers is the Creator and has used substantial University resources, the Revenue shall be shared amongst the individual researcher, team of researchers and the University and as 40% and 60% respectively.
- c) When the creation is the result of funded research, the income from economic use to be received from the Institution funding the research will be on revenue sharing basis at the level determined in the agreement assigning economic use of intellectual property to that institution when it is the economic user. In such cases the income shall be shared between the team of researchers and the University as 40%, and 60% respectively.
- d) When a Company, Industry or Commercial Undertaking other than Funding Institution is the economic user, the income receivable from the economic user will be as provided in the licensing agreement with that Company, Industry or Commercial Undertaking. Such income will be shared as 50% and 50% between the Funding Agency and the University respectively.
- e) The shares as mentioned above shall be determined after deducting the direct expenses, if any from the total income received by the University.
- f) The creator(s) share would be declared annually, and disbursement will be made to the creator(s) or their legal heir, whether the creators are associated with the University at the time of disbursement.
- g) Co-creators, that is research team members of IP shall sign at the time of disclosure a Distribution of IP earnings agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The co-owners of intellectual property may at any time by mutual consent revise the distribution of IP Earnings.

### **13. Responsibilities of the University:**

- a) To assign, at its discretion, the management including patenting/copyrighting, negotiating and assigning or licensing commercial use of such intellectual property in which it has stake/share to a specified agency created for this purpose under such terms as the University may consider reasonable or University may manage such intellectual property through IPR cell.
- b) To make faculty members, staff and other scholars aware of University's intellectual property.
- c) To provide support as it deems necessary or desirable to obtain legal protection of intellectual property in which the University has stake/share.
- d) To facilitate the transfer of such intellectual property for economic use and develop mechanisms within these statutes for the assignment and management of Intellectual Property.
- e) To provide legal support as it deems necessary and desirable to defend and protect the interests of the University and the creators of the intellectual property against third party claims or unauthorized use.
- f) To impart information to research sponsors as required by research and Licensing agreements, and applicable laws and regulations in a timely manner.

### **14. Responsibilities of the Creator(s):**

- a) To make an invention disclosure in a thorough and timely manner of all inventions, discoveries and other works that are patentable/copyrightable and in which University has stake/share as described in this Ordinance.
- b) To provide such assistance as may be necessary throughout the assignment process to protect and affect transfer of the intellectual property.
- c) To return all records and documents that are necessary for the protection of intellectual property.
- d) To abide by all commitments made in license, sponsored research and other agreements made in accordance this Ordinance.
- e) To cooperate with the University with full responsibility in resolving all conflicts

as may arise with respect to the IPs concerning him/her and to make timely disclosure of such information which may hint towards any potential conflict relating to IP.

- f) To manage, including bearing patent / copyright, assigning it for economic use or licensing it similarly on terms to be finalized jointly by Director of IPR cell, inventor/creator and financing agency if any for the research project which lead to such an invention/creation, in situation referred to in 12(a) when inventor/creator has withdrawn the right of management of intellectual property from the specialist agency of IPR Cell due to their nonperformance. Provided that income from any such assignment/licensing for economic use will necessarily be receivable by the University in totality and distribution of inventor's/creator's and financing agency's share will be the
- g) exclusive responsibility of the University.

#### **15. Dispute Resolution:**

- a) Any disputed issue related to the intellectual property or the interpretation of these Ordinances, shall be decided as follows:
- b) Any disputed issue that cannot be resolved with the assistance of the IPR cell shall be referred to a tribunal of Arbitration at the instance of the University or at the request of the inventor or funding agency. The decision of this tribunal of Arbitration shall be final between the parties for any disputed issue related to intellectual property, revenue sharing or the interpretation of this policy.
- c) The tribunal shall consist of Director IPR Cell, one member appointed by the Vice-Chancellor, one member nominated by the other party(s) and the Legal Advisor of the University.
- d) The process of resolving the dispute shall be completed expeditiously and except in unusual circumstances within two months.
- e) The tribunal of Arbitration shall have power to regulate its own procedure in consonance with principles of natural justice.

#### **16. Miscellaneous:**

- a) **Amendments:** The University reserves the right to amend these Ordinances at any

time as required. The syndicate upon recommendation by the Cell may amend these Ordinances.

- b) **Waivers:** The University may grant a waiver from the provisions of these Ordinances 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 shall consider the best interest of the University and the facts of the particular situation. Every waiver and reason for it shall be reported to the syndicate in its next meeting.
  
- c) **Educational Materials:** Educational materials represent a broad spectrum of copyright works. These materials encompass traditional educational materials such as material for lessons and course material as well as other methods of course delivery such as Internet based learning. The desire of the University is to encourage the development of creative and effective educational tools and media to further the University educational goals. Educational materials produced in the normal course will generally be owned by the creator of the educational material. Certain circumstances may however, give rise to a claim of joint ownership by the University. Because all possible circumstances cannot be envisioned by this Ordinance, each situation will have to be evaluated on its own facts to determine ownership interests.
  
- d) **Moral Rights:** The University recognizes the moral rights of the creators of intellectual property and shall endeavor 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 outcome of his/her labour.
  
- e) **Logo and the Emblem of University:** The logo and Emblem of the University are the exclusive identity and property of the University and no person shall without prior permission of the University can utilize the logo and / or emblem of the University for any commercial purpose.

  
Registrar

