

IPR Policy - Jaypee University of Information Technology (JUIT), Waknaghat, Solan, Himachal Pradesh

1. Introduction

JUIT recognizes the importance of innovations and assists in translating them into products, processes and services for both commercial benefits and achieve the widest public good. The features of this IP Policy aim to meet such needs. IP policy is designed to identify, protect and leverage the bouquet of IPs that is generated from research, patents, copyrights, design rights and trademarks amongst others, that serve the purpose of knowledge diffusion and commercialization. JUIT acknowledges the intellectual assets like patents, copyright, know-how, designs and other creative and innovative products generated during the scientific, R&D pursuits of its faculty and its students which provide a competitive edge to the university. It, therefore, has formulated its IP policy to provide guidance to its faculty, staff, students, research scholars and outside agencies on the practices and rules of the Institute regarding Intellectual Property Rights (IPR) and obligations which include its ownership, commercial exploitation, technology-transfer and end confidentiality requirements. The policy is expected to promote a conducive environment for both curiosity driven and market-driven research and development activities at JUIT and creation of original works of authorship. Nothing in this Policy overrides provisions of prevailing national law including The Patents Act, 1970 and Patent (Amendment) Rules, 2016.

2. Scope

This policy covers all rights arising from the intellectual property devised, created or generated by the faculty members, staff, students, research scholars persons employed in sponsored research and consultancy projects and consultancy projects and visiting scientist/professors/professionals who participate in teaching and research work being carried out at the Institute either on full-time basis or part time basis, irrespective of the eligibility of these rights for registration. The IP arising from academic research includes patents, designs, copyright, Plant Breeder's Right, know-how and undisclosed information

3. Definitions:

- 3.1 “Intellectual Property (IP) refers to creations of the mind, such as inventions, literary and artistic works, designs, and symbols, names and images used in commerce. IP is protected in law by, for example, patents, copyright, designs, Geographical Indications and trademarks, which enable people to earn recognition or financial benefit from what they invent or create. By striking the right balance between the interests of innovators and the wider public interest, the IP system aims to foster an environment in which creativity and innovation can flourish.
- 3.2 “Intellectual Property Rights” (IP Rights) means ownership and associated rights relating to Intellectual Property, including patents, plant breeders rights, rights in designs, trademarks, 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.
- 3.3 “Researcher” means: (i) persons employed by the Institute, including student employees¹ and technical staff (ii) students, including graduate and postgraduate students of the Institute (iii) any persons, including visiting scientists who use the Institute resources and who perform any research task at the Institute or otherwise participate in any research project administered by the Institute, including those funded by external sponsors.
- 3.4 “Research Agreement” may refer to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by Researchers and/or Intellectual Property created at JUIT. “Visiting Researcher” mean individuals having an association with the Institute without being either employees or students. “Visiting Researchers” includes academic visitors, individuals with honorary appointments in the Institute and emeritus staff.
- 3.5 “Commercialization” means any form of exploitation of Intellectual Property, including assignment, licensing, internal exploitation within the Institute and commercialization via a spin-off enterprise.

¹ PhD, JRF, SRF, RA

3.6 “Institute resources” means any form of funds, facilities or resources, including equipment, consumables and human resources provided by the Institute either in a direct or indirect way.

4. External sponsorship, research collaboration with third party:

4.1 It is the responsibility of the Researcher to ensure, that prior to commencing any research activity in collaboration with any third party, the terms and conditions of cooperation be set forth in a written agreement (hereinafter referred to as Research Agreement).

4.2 Researchers shall not have the right to enter into a Research Agreement with third parties on behalf of the JUIT unless they are authorized to do so by an official (Dean Research and Development)² of JUIT.

4.3 Persons acting for, and on behalf of, the JUIT shall exercise all due diligence when negotiating agreements and signing contracts that may affect the JUIT IP Rights.

4.4 In certain cases it may be beneficial to JUIT to enter into Research Agreements that are exceptions to the provisions of this Policy with external sponsors of research and other third parties, approval from concerned officials of the University shall be taken prior making Agreement.

4.5 The agreement set forth in Paragraph 4.1. shall include, inter alia provisions with respect to the following:

4.5.1 IP and associated rights already existing at the Institute prior to entering into the agreement;

4.5.2 IP and associated IP Rights arising from research activities set out in the agreement, after entering into it

4.5.3 Confidentiality requirements;

4.5.4 Terms of public disclosure;

4.5.5 Other relevant provisions.

4.6 Any confidentiality provision of a Research Agreement aiming at the delay of public disclosure for the purpose of protection should not usually have effect for longer than 3 years from the time the concerned party is notified of the intent to publish

² Nodal Officer of IP Cell of the Institute

4.7 Before signing, the full copy of the proposed agreements and other legal statements concerning the Institute's IP Rights shall be submitted to the Nodal Officer, IP Cell.

5. Ownership of Intellectual Property

5.1 Employees of the Institute

5.1.1 Patents made or created by an employee of JUIT in the course of his or her duties and activities of employment shall generally belong automatically to the University.

5.1.2 If an employee of JUIT creates Intellectual Property outside the normal course of his or her duties of employment, with the significant use³ of University Resources he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to JUIT as consideration for the use of JUIT Resources.

5.1.3 Intellectual Property created in the course of, or pursuant to a sponsored research or other type of agreement with a third party, shall initially belong to the JUIT as an applicant and then royalty shall be determined according to the terms of such agreements

5.1.4 Paragraph 4.1. shall apply to student employees of the Institute.

5.2 Employees pursuing research activities/ higher degree at other institutions

5.2.1 Rights related to Intellectual Property that is created during full time academic degree by the employee of the JUIT to another institute shall be governed by an agreement between them JUIT and the other institute. If JUIT IP Rights are not affected, the IP created during the visit shall belong to the other institute unless otherwise provided in an agreement.

5.3 Non-employees

5.3.1 Visiting Researchers are required to transfer any IP to JUIT; they create in the course of their activities they create in their association with JUIT. Such individuals will be treated as if they were JUIT employees for the purposes of this Policy

³ Generally, use of library facilities, facilities available to the general public and occasional use of personal office equipment and office staff may not be considered significant use

5.3.2 Researchers who have used the JUIT resources/laboratories in continuation to research made in their department of respective Institute shall share their IP Royalty with JUIT and JUIT shall be included as applicant for Patent filing.

5.3.3 All rights in Copyrighted Works are owned by their creators regardless of the use of JUIT Resources. Copyrighted Works specifically commissioned by the JUIT or developed in the performance of a sponsored research or other third party agreement shall constitute an exception where the provisions of such agreements shall be taken into account.

6. Identification, disclosure and commercialization of Intellectual Property (change number)

- a. JUIT encourages its Researchers to identify research results with potential commercialization value and which may enhance the reputation of the Institute through bringing them to public use and benefit. Researchers shall be required to present in writing the draft publications containing scientific results to the relevant Head of Department before publishing them, and shall state in writing that, to the best of their knowledge such works do not contain any results for which protection may be obtained or which can be exploited in any way.
- b. Researchers, including employees, students and Visiting Researchers are obliged to disclose all Intellectual Property falling within the scope of Paragraph 4.1 to JUIT IPR Cell.
- c. Copyrighted Works shall be excluded from the disclosing obligation set out in Paragraph 4.2 except for those which were developed in the performance of a sponsored research or other third party agreement.
- d. Since protection and successful commercialization of Intellectual Property might depend on prompt and efficient administration, Inventors are required to disclose all potentially exploitable Intellectual Property as soon as they become aware of them. The disclosure must be made in writing by completing the Intellectual Property Disclosure Form available from the JUIT IPR Cell.
- e. Inventors shall fully disclose all research activities and results relevant to the Intellectual Property and provide information about themselves, in particular the percentage of their contribution to the creation of the Intellectual Property

and the circumstances under which it was created. The detailed description of the Intellectual Property shall be presented in such a manner that the inventive activity involved and its novelty as well as its susceptibility of industrial application become explicit and clear-cut for a person skilled in the art.

- f. In case of incomplete disclosure, the form may be sent back to the Inventor(s) requesting for additional information. The date of disclosure shall be the day on which the person or department designated by the Institute receives the full disclosure signed by all Inventors.
- g. Premature disclosure may compromise the protection and commercialization of Intellectual Property. To avoid any loss of potential benefits, Researchers are required to make reasonable efforts to identify Intellectual Property early in the development process and consider the consequent impacts of any public disclosure.
- h. After full disclosure of all relevant information the person or department shall record the Intellectual Property in JUIT IP register.
- i. A Committee shall be constituted, as and when need arises, by JUIT for making decisions for Patent commercialization, such as the ones concerning the terms of an assignment/licensing agreement or establishment of a spin-off enterprise, on a case-by-case basis, giving due consideration to all circumstances.
- j. JUIT may decide not to apply for registered industrial property protection or may withdraw an unpublished application, if it is more appropriate for the purposes of commercialization to treat the Intellectual Property as a confidential know-how. In such cases Inventor(s) shall be requested in writing to refrain from any public disclosure of the Intellectual Property.
- k. Intellectual Property not falling within the scope of Paragraph 6 may also be disclosed to the Institute by Researchers under the terms of this Policy. In such cases the Institute shall decide, within ... days from the full disclosure of all relevant information, whether to exploit the Intellectual Property.
- l. During the evaluation and commercialization period the full description of the Intellectual Property shall be disclosed to third parties under a confidentiality agreement.

7. Recording and maintenance of the Institute's Intellectual Property portfolio

7.1 JUIT IPR Cell shall maintain records of the JUIT's Intellectual Property in an appropriate form and in a sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance of protected Intellectual Property, and shall, within reasonable time, inform the concerned person or Head of Department.

8. Distribution of revenues

- 8.1 Any revenues generated will be used first to cover the expenses of protection (filing, procuring, and maintenance /renewal) and marketing the Intellectual Property. Forty percent (40%) of the net revenues will be paid to the inventor, and sixty percent (60%) will be retained by JUIT from which the Intellectual Property originated. The inventor shall share revenue with the co-inventors depending on the percentage of contribution which shall be decided mutually in a written agreement and the JUIT shall allocate 20% of share to the respective department for supporting the continued research of the particular invention.
- 8.2 The inventor(s) share would be declared annually and disbursement will be made to the inventor(s) or their legal heir, whether or not the inventors are associated with JUIT at the time of disbursement

9. Dispute Resolution

- 9.1 Any dispute issue related to IPR or the interpretation of JUIT IPR Policy, shall be decided as follows: Any disputed issue that cannot be resolved with the assistance of JUIT 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 IP, revenue sharing or the interpretation of this policy.
- 9.2 The tribunal shall consist of one member appointed by the Vice- Chancellor, one member nominated by the other party(s) and an umpire who shall be decided mutually by both the parties. The process of resolving the dispute shall be completed expeditiously and except in unusual circumstances within two months.

9.3 The tribunal of Arbitration shall have power to regulate its own procedure with principles of natural justice.

10. Miscellaneous

10.1 Amendments: The University reserves the right to amend these Ordinances at any time as required. The Executive Council upon recommendation by the Intellectual Property Cell may amend these Ordinances.

10.2 Logo and the Emblem of University: The Logo and Emblem of the University are the exclusive identity and property of the University and no one will use University Logo without prior permission for any commercial purpose
