

CENTRAL UNIVERSITY OF JHARKHAND
Established by an Act of Parliament of India, 2009
Cheri-Manatu, Ranchi-835222, www.cuj.ac.in



INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY

Central University of Jharkhand

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1. PREAMBLE

The Central University of Jharkhand was established through the Central University Act, 2009. The University started with a vision to develop enlightened citizenship of a knowledge society for peace and prosperity of individuals, nation and the world, through promotion of innovation, creative endeavors, and scholarly inquiry. The University also focuses on relevant present age educational drives with an emphasis on research in cutting edge technologies. The main mission of the University is to serve as a beacon of change, through multi-disciplinary learning, for creation of knowledge community, by building a strong character and nurturing a value-based transparent work ethics, promoting creative and critical thinking for holistic development and self-sustenance for the people of India. The University seeks to achieve this objective by cultivating an environment of excellence in teaching, research and innovation in pure and applied areas of learning. The University is open to new ideas in course curriculum, research proposals, collaboration, interaction and capacity building programmes. Efforts have also been made towards knowledge development and transfer to industry for their possible commercialization. In this regards, Intellectual Property Rights (IPR) is necessary to translate the knowledge generated in the University. It is a prime duty of the University to claim, secure, protect the potential and position of for strengthen the competence and capabilities every member which can contribute to socio-economic development. Therefore, the University needs to have an IPR policy for innovation in the university by faculty, students, scholars, project staff and available to the public while providing sufficient safety to the IPR.

2. OBJECTIVES OF IP POLICY

The University has considered to create the IPR Policy (IPR Policy CUJ) and also setting up a dynamic IPR Cell to ensure the basic principles, rules, policies and working guidelines of all IP issues. The Policy has been created with the following objectives:

- I. To provide an outline and conducive environment to nurture the creativity and innovation in the area of science, social science, management and engineering.
- II. To promote the academic freedom and safeguard in creation of intellectual property at the university level.
- III. To promote a competitive and conducive environment for research and development activities conducted at the university so that authors can protect the creation of original works.
- IV. To set-up the framework for the translation of the IP come out from the university's Research into products, services and processes.
- V. To set up and maintain a dynamic IP Management Committee to provide services to the students, staff to effective commercial application of IP generated at the University.
- VI. To fulfill the commitment of the university to promote academic freedom and provide a conducive environment for research and development in consonance with the National IPR Policy of GoI, 2016
- VII. To ensure legal support, where applicable; to defend and protect the intellectual property rights obtained by the University against any unauthorized use.
- VIII. To promote revenue generation for the University and creators by promoting licensing and commercialization of IP and also giving a fair share in revenue to the creators.

- IX. To formulate an efficient and clear administrative process for IP ownership control.
- X. To educate the students, faculty and employees of the University in all matters related to Innovation, IP and Copyrights through organizing various IP awareness and training programs.

3. SCOPE AND APPLICABILITY

This IPR policy is designed to ensure proper guideline to students, scholars, academic and non-academic staff, fellow, visitors, who have established relationship with the University, startup companies generating IPs at the University incubation center of Central University of Jharkhand, Ranchi (hereinafter referred to as “the university”). This policy will address the commitments like IP ownership, exploitation, protection process, technology transfer, and revenue sharing with the creators. The issues like protection of academic freedom, research support, fair benefits to IP creators, and material benefit from IP generation shall be addressed in this policy. There will be a scope of creating linkage with knowledge transfer agencies for possible commercialization of the University IP.

- i) The policy on IPR shall applicable to the employees, faculty members, research scholars, visiting scholars, fellows, and student and staff from the date of implementation.
- ii) The Chairperson of the IP cell will be responsible officer and also to implement the policy in the university.
- iii) The implementation and enforcement of this policy is with respect to the notification/circular issued by the university.

4. DEFINITIONS

In this policy document the following definitions shall apply:

- i) **Intellectual Property (IP):** Intellectual means the subject that concern to identify the originality and ownership and property is an asset which created through ones

intellectual potentials and can be transferred for value addition. So, IP means any property generated out of intellectual effort of the creator(s). It may include research publications and associated materials, literacy work, teaching and learning materials, photographs, models, drawings, musical or artistic works, industrial and architectural designs, trademarks, service marks, logos and new innovation in science and engineering etc.

The following are examples of intellectual property.

- a) **Patent:** It is especial right granted for an invention, which is a product or a process that provides a new technical solution to a problem. It is granted under Section 2(m) of the Patents Act, 1970.
- b) **Copyright:** Copyright is a right given to creators of the original literary, architectural, dramatic, musical and artistic works and producers of cinematograph films and sound recordings. It is defined under the Copyright Act, 1957.
- c) **Copyrightable materials :** These 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, 1957.

- d) Trade/Service mark:** means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colours.
- e) Design:** Design means shapes, configurations, patterns, ornaments, or compositions of lines or colors applied to any article, whether in two dimensional, three dimensional, or both forms, by any industrial process or means, whether manual, mechanical, or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle.
- f) Semiconductor Integrated Circuit:** Semiconductor IC layout design means the representation of an integrated circuit in terms of planar geometric shapes.
- g) Plant variety:** means a variety of plant species that is novel, distinct, uniform and stable characteristics.
- h) Geographical indication:** is an indication of agricultural goods and natural goods that are originating or manufactured in the territory of a country or a region or locality in that territory where a given quality, reputation, or other characteristic of such goods is essentially attributable to its geographical origin.
- ii) Intellectual Property Rights (IPR):** The rights are the law and statutes to an individual to prevent the illegal use of the individual's intellectual property. The proprietary, ownership and associated rights that may be granted for an invention, trademark, design, plant variety, or other type of IP, as per the statutory requirements.
- iii) Creator(s):** Any person or group of person in the employment of the university or researcher responsible for the creation of an intellectual property (copyrights, designs and trademarks) with the university facilities.

- iv) **Author:** Any person to whom this Policy is applicable, who individually or jointly with others makes a design, a mark or copyrightable work and who meets the criteria for authorship under Sec 2(d) of the Copyright Act, 1957.
- v) **Commercialization:** Any form of utilisation of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society.
- vi) **Conflict of Interest (COI):** COI is any circumstance wherein genuine or anticipated interests of a student, research scholar, fellow, faculty member and staff might oppose the interests.
- vii) **Confidential disclosure:** An agreement of non-disclosure between disclosing and recipient parties or a team in a research contract or license agreement.
- viii) **Revenue:** Any payment received as per an agreement by the university, usually for legal use of an intellectual property of the university through a mechanism of licensing.
- ix) **Academic Freedom:** The freedom of academic staff of the university to pursue their academic activities, choose their research field, pursue self-directed research, and collaborate and communicate with others regarding their scholarly efforts adhering to the university's academic mission.
- x) **Fair use:** It is defined as the amount of copying permitted by law in order for copyright to not obstruct the advancement of human knowledge. The possibility of fair use exists only in the case of copyright.
- xi) **Moral Rights:** Moral rights are enshrined under the aegis of Section 57 of the Copyright Act, 1957. They are the author's or creator's special rights which include: the right to paternity and the right to integrity.
- xii) **Collaborative Activity:** The research undertaken by the personnel in academic institution, in cooperation with industry and/or another researcher(s), who are not the personnel from the academic institution.
- xiii) **Assignment Transfer:** Transfer in writing of the rights or title in the intellectual property to other than the creators / owner of property.

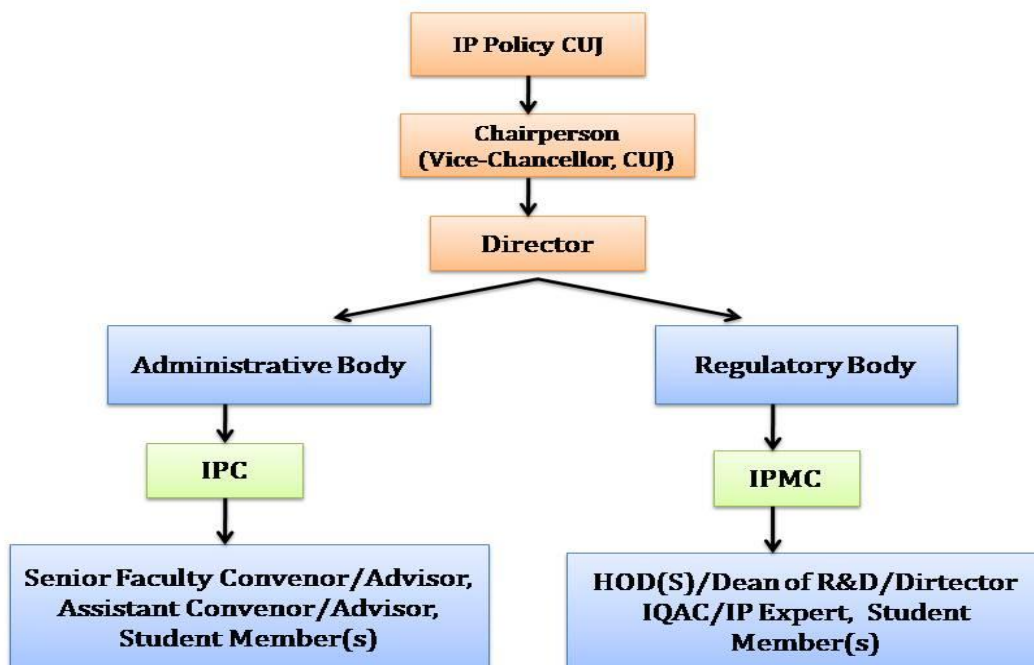
- xiv) IP Committee (IPC):** The body within the Institution set which is responsible for overseeing the drafting, implementation, monitoring and evolution of the Policy, and for providing strategic oversight of the Intellectual Property Management Committee (IPMC).
- xv) IP Management Committee (IPMC):** The administrative unit established by the institution, responsible for day-to-day management of all IP-related activities of the Institution.

5. GOVERNANCE AND MANAGEMENT

The IP policy CUJ shall consist of chairperson, director, one administrative and one regulatory body as shown below:

The Director, nominated by chairperson, Vice-Chancellor among the distinguished researchers from the university, will head both the administrative and regulatory body to drive the governance.

- (i) IP Committee (IPC):** The IP Committee (IPC) shall form under the administrative body to oversee the implementation and administration of the Policy internally in the university. The committee also promotes the innovation activities of the university. The IP committee shall consist of a Senior Faculty Convenor/Advisor,



Assistant Convenor/Advisor, and Student Member (s). The position of senior Faculty Convenor/Advisor may be appointed one senior faculty member who shall be responsible for all the mandates followed; roles and responsibilities for effective functioning. The position of Assistant Convenor/Advisor may be appointed to one junior faculty member who ho shall be responsible for day-to-day operations of the IP cell and also coordinate with the students. Students who have interest in innovations and in the area of IPRs and inventions may be selected as student member(s). The students will work under the guidance of senior faculty Convenor and assistant convenor. The IP Committee shall carry out regular meeting, conduct seminar, workshop on IPR activities and other inventions in the university.

- i. **IP Management Committee (IPMC):** The IPM Committee (IPC) shall form under the regulatory body to manage and commercialise the university's IP to promote its development, economic and social benefit. The committee shall consist of Co-ordinators/HoDs/Dean R&D/Director IQAC, subject expert(s) in the various

relevant areas. A Legal expert may also be included as a Chairman's nominee. The IPM committee may have the following responsibilities:

- ✓ To form expert groups with members from different backgrounds to assess the proposals for filing IP by the university members.
- ✓ To create and finalise procedures and guidelines for the effective implementation of the IP policy.
- ✓ To produce and settle draft agreements to enable IP Protection by the University.
- ✓ To maintain sufficient records of the university's IP in an appropriate form.
- ✓ To conduct IP awareness programs for faculty/ students/ staff/project fellow/ visitors.
- ✓ To maintain the records of income/expense accounting records on each IP.
- ✓ To approach external funding agencies for generating funds to promote the IP's activities in the university.
- ✓ To collaborate with other organizations for filing, licensing/assigning of IP's to generate revenue through commercialization.
- ✓ To look after the relationship management with Creators and Inventors.
- ✓ To address any conflict, grievance, or complaint regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy.
- ✓ To examine the matter of violation/infringement of any IP rights related and make recommendation to the chairperson for the efficient resolution of such violation.

ii. **Appointment of IPC and IPMC**

Each member of IPC and IPMC shall be appointed by the chairman of the IP policy CUJ from time to time through official notification. The term of the members of IPC and IPMC shall be fixed for a period of 3 years from the date of the appointment.

6. **CREATION AND OWNERSHIP OF INTELLECTUAL PROPERTY**

i) Creation of IP: The creations may be new innovation, representation by logos, teaching materials, published materials, books, and dissertation reports etc which result from activities related with CUJ. There may be several ways through which IP is generated at the university level. These are

a) Sponsored Projects: The IP generated from Sponsored Projects shall be jointly owned by the University and the Sponsor(s). The protection and maintenance of the IP generated through Sponsored Projects shall be the joint responsibility of the University and the Sponsor(s).

b) Collaborative Projects: The IP generated from Collaborative Projects shall be jointly owned by the University and the Collaborator(s). The protection and maintenance of the IP generated through Collaborative Projects shall be the joint responsibility of the University and the Collaborator(s).

c) Grant-in-aid Projects: Prior to undertaking any assignments from any national or international agency including government organizations, the ownership rights of any potential IP shall be mutually decided or as governed by the grant agreement.

ii) Condition for ownership of IP: This IPR Policy provides the guidelines on ownership of the above mentioned creations and processes to be followed for their protection using the various tools of IPR viz., patents, industrial designs registrations, copyright, trademark, geographical indications, topographies of integrated circuits,

protection of new plant varieties and trade secrets etc.). **The University claims ownership of all intellectual property created by:**

- ✓ **Employee of the University in the course of their employment;**
- ✓ **Students who are enrolled in the courses offered by the University;**
- ✓ **Faculty / staff/ students/ research fellows and by other persons involved their study or research in the University and use University's premises or facilities;**
- ✓ **Persons engaged by the University under contracts for services during the course of time.**
- ✓ **If the University decides to own the IP, then the creators shall formally assign their creations to the University as directed by IP policy CUJ.**

a) IP is owned wholly or exclusively by the CUJ if:

- ✓ Any IP that have been developed by the use of university resources or with the funds of external agencies or with usage of both funds and resources of the university and its external agencies without any former agreements.
- ✓ Any IP that have been developed by use of external funds/facilities, including sponsored research and consultancy projects without any associated agreement.
- ✓ Any IP that have been developed under any contract or arrangement including “work for hire”, work commissioned and/or outsourced by the university.
- ✓ Any IP that have been developed pertaining to a written agreement where ownership has been transferred to the university.

b) IP can be owned by Third parties exclusively or jointly with the university if:

- ✓ Any IP that has been developed with/without external funding from third party(ies) like sponsored research, consultancy projects and other

collaborative project(s) or any other related activity(ies) with a prior written agreement between the third party/ies and institution.

c) IP can be owned by the Inventor(s) if:

- ✓ Any IP that have been developed without the use of the resources at the institution or without the funds or anything where there was no involvement of the university and its external agencies.
- ✓ The IP is unrelated to the inventor's engagement with the university.

iii) Ownership of different IP:

- a) Published Materials:** Research outcomes or creative works in the form of journal articles, papers presented in conferences, newspaper articles, or as books by university faculties, students and scholars and the relevant publishers will own copyright to such published works.
- b) Creative Common License:** Creative commons licenses that allow members to retain copyright while allowing others to copy, distribute, and use their work. The university encourages its members to share their creative works under creative commons licenses, while retaining copyright to the IP.
- c) Dissertation/Thesis:** The copyright to thesis/dissertation will be owned by the student. However, copyright pertains only to thesis document itself, whereas ownership of invention described in the thesis will be governed by IPR policy statements.
- d) IP Generated by Faculty or students:** he university will seek to own, and thus protect, all IP generated by its faculty or students as part of their obligations to the University. However, the university will not seek to own, nor protect, any IP generated by its members which is unrelated to their obligations to the university, and does not use university's infrastructure.

- e) **IP Generated from Research Collaboration:** Ownership of IP generated as a result of research collaboration with researchers from another organization that is not funding the research will be decided mutually anytime during course of collaboration.
- f) **IP Generated from Consulting Assignment:** IP generated from a consulting assignment awarded to a member by a sponsor will generally be owned by the sponsor. However, if significant resource(s) of the university are used, or if the assignment is only partly funded by sponsor, the university will negotiate with the sponsor co-ownership of IP so generated.
- g) **IP Generated from Academic and Teaching Programmes:** For every academic or teaching programme offered, the university will own the IP concerning its course curriculum. The Copyright to all teaching/learning resources include lecture notes or slides, tests, quizzes, home assignments, learning materials, etc.
- h) **IP Generated by start-ups:** IP generated by start-ups that are part of University's incubation programme shall be owned by the start-up.
- i) **IP Generated by Contractors, Consultants and Vendors:** All IP generated by contractors, consultants or vendors as part of their engagement with the University will be owned by the University, unless agreed to otherwise as part of the contract.
- j) **IP generated by members while visiting another Organisation:** Any IP generated by any of its members while visiting another organization on leave from the university will be subject to the IPR policy of that organization. However, if the IP so generated has its origin while working at the own University prior to the visit, the University and the organization may enter into an agreement to co-own IP or assign IP to either organization.
- k) **Access to IP owned by the University:** As a matter of IPR policy the University allows its members free access to all IP that it owns and its use for the purpose of teaching and continued research at the university.

7. COMMERCIALIZATION OF UNIVERSITY-OWNED IP

Commercialization is the creation of commercial processes, products, and services derived in whole or in part from IP with the goal of financial return. Within three months of the decision to commercialize and protect the IP, the CUJ will determine the most feasible and appropriate commercialization strategy with consent of the creators. The IPMC must provide the support for assessment, protection and commercialization to the creators of IP who have been selected for IP protection and commercialization by the university. The IPMC of the university will plan, execute, and monitor the commercialization of university IP.

Modes of IP Commercialization:

The usual way to transfer the commercialization of IP is by licensing and assignment of IPRs to a third party. This entire IP may be transferred all at once, called an assignment, or the owner may negotiate away single rights through a licensing contract. Whereas an assignee (the recipient of an assignment) has complete control over exploitation of the IP, a licensee (the recipient of a license) has only as many rights as the license conveys.

- i) License, either exclusive or non-exclusive, and variations. Under Non-exclusive licensing arrangement the licensor is allowed to enter into agreements with more than one licensee for utilization and exploitation of the IP. Under Exclusive licensing arrangement the licensor licenses the IP exclusively to one licensee. Here, the only the licensee will permit to the licensor to utilize and exploit the concerned IP. Under sub-licensing, the mode of licensing shall be applicable where the licensee desires to additionally license the IP to another party(s).
- ii) If the IP co-owns with a collaborator (or sponsor), the university will engage with the collaborator before granting license to a third party for commercialization of IP.

- iii) In some cases the third party referred to may be the collaborator with which the university co-owns the IP.
- iv) In cases, IP is licensed or transferred to a third party; the university will seek to retain the right to use the IP for purpose of teaching and continued research at the university.
- v) Assignment or sale in extraordinary circumstances.
- vi) Formation of a Commercialization entity to which the IP is licensed or assigned in terms of policy.

8. REVENUE SHARING

Net revenue received by the university through sale or license or technology transfer of IP for new inventions or creative works, royalty shall be distributed among the university, creator(s), and support staff and the share will be determined after deducting the direct expenses from the gross revenue received by the university. The share(s) of creator(s) will be disbursed annually to them or their nominees, if any. In case of co-creators, they will sign a revenue sharing agreement among them at the time of disclosure and submit a copy to the chairman of IPR cell. The agreement will clearly specify the percentage share of co creators, which they may like to revise by mutual consent and submit the revised agreement within one year of signing the agreement.

For University-owned IP, the Creator(s) shall get 80% and the University shall get 20% of the revenue earned out of licensing fee and royalty after the deducting the expenses incurred for registration and maintenance of the IP. Out of the University's share of 20%, 50% shall go to the IP Fund of the University; 50% goes to the concerned department for the development of R&D infrastructure and to the IPMC to meet its revenue/capital expenditure. The allocation of funds to various departments of the University shall be decided by the IPMC. IP Fund shall be used for maintaining and protecting the IP, filing of new IPs, promotion, demonstration,

further commercialization and up gradation of the invention. A separate bank account shall be opened to effectively manage the money accumulated in the IP Fund. Any unspent amount from the IP fund at the end of a financial year will be used for Research Projects, IP/technology transfer and expenditure toward IPMC's other innovation related activities at the discretion of IPMC.

9. REGISTRATION OF PATENTS / COPYRIGHTS

The Creator(s) of the IP shall disclose all the information to the IPMC, CUJ in the Invention Disclosure Form (IDF) in order to facilitate the IPMC to ascertain whether or not the University wants to own the IP. In general, an invention shall be patented by the University only if it is of the opinion that the invention has commercial impetus and feasibility. If the University does not wish to own the IP, it shall permit the creator(s) to file for their own IP and shall issue a No Objection Certificate in this regard. However, the revenue generated by such IPs shall be shared by the University as mentioned in the "revenue sharing" section of this Policy.

IP filing procedure from the university

- ✓ The Student/Research Scholar/Faculty Member/Fellow concerned shall have to submit the IDF about new invention in the prescribed format to IPMC. IDF can be obtained from the IPMC office. The IDF should clearly state which form of IP is proposed to be filed; and may also include request for guidance from IPMC on the applicable form of IP.
- ✓ After submitting the IDF, the IPMC and the patent agent/attorney in consultation with the creator(s) shall carry out a prior search and patentability assessment. The assessment shall be completed within a period of 30 days from the date of receiving the IDF.
- ✓ After submitting the IDF, the creator(s) and the stakeholders involved in the process shall maintain confidentiality like disclosing the details to third party, unless authorized in writing by the university.

- ✓ The patent filing shall be done on behalf of the creator(s) and the university by the patent agent/attorney.
- ✓ All the necessary application forms for filing the IPR will be signed by the Registrar, CUJ as the authorized signatory of the University.
- ✓ On the successful filing of the patent application, IPMC shall inform the creator(s) of the filing details and ensure that all the post-filing formalities are duly complied with in a time-bound manner.
- ✓ At all stages of the process, the creators must maintain complete transparency in exchanging information with IPMC. The creators must keep IPMC up to date on any development/modification of the IP.
- ✓ The IPMC is responsible for managing the entire IP lifecycle including prosecution, maintenance, and commercialization of the created IP and coordinating with the creators/ University authorities/ patent agents/ attorneys in this regard in a time bound manner.

10. RENEWAL OF PATENTS

The University will pay the Patent Fees for the first seven years 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. If the patent has been commercially exploited within the first seven years, the University shall pay the Patent Fees for the remaining period of the life of the patent. If the patent has not been commercially exploited within the first seven years, the University and the creator(s) shall share the subsequent installments of renewal fees on 50:50 bases. If the creator does not show interest in such renewals, the University can either continue the patent by paying the fees for its full term or withdraw application for the patent protection at its discretion.

11. TRANSFER OF IP

The University shall make all reasonable efforts to establish partners for the transfer of the University Creations for commercialization through the IPMC. The University may contact potential industry partners or contract such activities to professional agencies involved in IP Transactions and Knowledge Transfer. As a Government funded Institution, the University shall make all efforts to ensure that the benefits of the University Creations are made available to our society. Non-Exclusive licensing shall remain the first option, though exclusive licensing shall be considered on a case to case basis. The University shall encourage its students, scholars, faculty and staff into an entrepreneurial mode, and help them to establish start-ups with the help of the Institution's Innovation Council (IIC), CUJ and appropriately transfer the University IPR in favor of the start-ups under well-structured contracts between the University and the start-ups.

12. CONFLICT OF INTEREST

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest.

13. DISPUTE RESOLUTION

In case of any disputes between the creators and university with regards to issues related to the IP policy and its compliance, the party may appeal to the chairperson IP or Vice-Chancellor of CUJ. The Vice-Chancellor shall arrange to address the concerns and if necessary, appoint a committee to look into the matter and make recommendations accordingly. The decision of the Vice-Chancellor shall be final for both the concerned parties.

14. JURISDICTION

All agreements signed by the CUJ and dispute(s) arising there from, will be subject to the legal jurisdiction of the high court of Ranchi, Jharkhand and shall be governed by the appropriate laws of India.


(Anur Kumar Pathy)
Dean, R & D / डीन, आर एंड डी
Central University of Jharkhand / झारखंड केन्द्रीय विश्वविद्यालय
Ranchi-835222 / राँची-835222