

Intellectual Property Policy and IPR Cell



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Intellectual Property Policy and IPR Cell

I. PURPOSE

Sambalpur University is dedicated to teaching, research, and extension of knowledge to the public (public service). It is the policy of the university to carry out its scholarly work in an open and free atmosphere and to publish results obtained there from freely. However, the university recognizes patentable inventions which are outcome of the research conducted by its employees (teaching, non-teaching, full time and part time), students, research scholars, and such other stakeholders using university facilities. The **Syndicate/ Authority** of the university reserves the right pertaining to patenting and licensing of Inventions resulting from the work of the above university personnel.

II. OBJECTIVES

The principal objectives of Sambalpur University (SU) Intellectual Property Policies relating to Patent and Copyright set forth herein are:

- (a) To provide appropriate incentive to creative intellectual effort by faculty, staff, students, and others associated with the university;
- (b) To establish principles for determining the interests of the institution, inventors, and sponsors in regards to inventions and/or discoveries;
- (c) To enable the institution to develop procedures by which the significance of inventions and/or discoveries may be determined and brought to the point of commercial utilization;
- (d) To provide the means for placing in the public realm the results of research, while safeguarding the interests of the university, inventor, and sponsor; and
- (e) To recognize the right of the inventor to financial benefits from the invention or discovery.

III. POLICY COVERAGE

The university Intellectual Property Policies apply to all university employees (teaching, non-teaching, full time and part time), students, research scholars, and such other stakeholders using university facilities. These policies, as amended from time to time, shall be deemed to be a part of the conditions of employment of every employee, including student employees, and of the conditions of enrolment and attendance by every student of the institution. Upon prior written agreement between persons and the university, these policies

may be applied to persons not associated with the university who make their inventions and original works available to the university under circumstances where the further development and refinement of the inventions are compatible with the research programs of the institution.

IV. PATENT OWNERSHIP

A. SU Ownership

(1) Intellectual property of any kind created by faculty, students, staff, project staff, visitors and others, such as trainees from other institutes, participating in SU programs or using SU funds or facilities, are owned by SU when either of the following applies:

- (a) The intellectual property was created with the significant use of funds or facilities administered by SU.
- (b) The intellectual property was created (i) as a part of the normal professional duty or (ii) work for hire.
- (c) The intellectual property created in the course of or pursuant to a sponsored/consultancy research agreement with **SU**. In such cases, specific provisions related to IP made in contracts governing such activity will determine the ownership of IP.
- (d) The intellectual property created as a part of academic research and training leading towards a degree or otherwise.

(2) All copyrights, including copyrighted software will be owned by **SU** when it is created as a part of any of the academic programs of **SU** or created pursuant to a written agreement with **SU**, providing for transfer of copyright or ownership to **SU**. More specifically:

- (a) **SU** will be the owner of the copyright on all teaching materials created by **SU** and non-**SU** personnel for external agencies, institutions and industry under the continuing education and distance education programs of **SU**. However, the authors will have the right to use the material for their teaching and research activities.
- (b) **SU** will not claim ownership of copyright on books and scientific articles authored by **SU** personnel. However, **SU** will have the copyright if such books and reports have been created using resources specifically provided for this purpose by **SU**.

(3) Trade mark(s) / Service mark(s)

Ownership of Trade mark(s) / Service mark(s) created for SU will be with SU.

B. Inventor/Author Ownership

(1) Inventors/Authors will own intellectual property when

(a) None of the situation defined above for **SU** -ownership of intellectual property applies.

(b) It is created outside their assigned/normal area of research/teaching, for example, popular novels, poems, musical compositions, or other works of artistic imagination, without the use of significant institute resources.

(2) Students will own copyright on theses/dissertations created as a part of their academic programmes. However, the student must grant to **SU** royalty-free permission to reproduce and distribute copies for teaching and research as well as for dissemination for teaching and research to other academic institutions.

(3) Ownership of software code, patentable subject matter and other intellectual property contained in the theses/reports are subject to conditions specified under **SU** -ownership and Inventor/Author ownership.

C. Third-Party Ownership

(1) Ownership of intellectual property resulting from:

(a) Funds provided partially or fully by a third-party to **SU** will be governed by specific provisions in the contract between the third-party and **SU**.

(b) Exchange programs between **SU** and other institutions will be governed by specific provisions in the contract between the third-party and **SU**.

(c) In case no such specific contract exists, IPR will remain with **SU**.

(2) In cases of all IP produced at **SU**, **SU** shall retain a non-exclusive, free, irrevocable license to copy/use IP for teaching and research activities, consistent with confidentiality arguments where ever entered by **SU**.

(3) In cases where an IP is created by **SU** personnel, fully or as a part of the team, during deputation, official leave, or sabbatical, the concerned **SU** personnel should officially communicate the IP to **SU**. If the IP involves ideas/software developed, fully or in part, using significant **SU** resources, then the IP will also

be owned by **SU** fully or partially, as the case may be.

- (4) **Filings of IP Applications in foreign countries:** If inventor(s) wish application will be filed in foreign country parallel to its filing in India. If SU opts not to undertake such protection in any specific country requested by the inventor(s), SU will assign rights of the IP in that country to the inventor(s) for the purpose of such protection. SU, TIFAC, DST or Attorney can be approached for such protection.
- (5) **Renewal of IP rights:** A decision on the annual renewal of IP rights will be taken by a committee constituted by the Vice Chancellor & Chairman of IPR Cell. If SU decides not to renew the IPR in any country, then it will assign the rights of the IP in that country to the inventor(s) upon a request to that effect from the inventor(s). In case of patents, the process of reassignment will be completed in a period of three months before the due date for its renewal.

In all cases where IP rights in any specific country have been reassigned to the inventor(s), SU will not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by SU.

V. Disclosures, Confidentiality and Assignment of Rights

- (1) For sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of IP are applied.
- (2) For all other IP produced at **SU**, the inventors will be required to disclose their IP to the IPEC (Intellectual Property Evaluation Committee) at the earliest date using an IPDF (Intellectual Property Disclosure Form).
- (3) It will be mandatory to submit an IPDF, countersigned by supervisor(s), at the time of their Ph.D. theses or any other degree offered by the University
- (4) The inventor shall assign the rights of the disclosed IP to **SU** before leaving the institute and will agree to the terms and conditions for the sharing of any financial benefits received by the institute by commercialization of such IP.
- (5) Having made the disclosure, the inventors, both **SU** and non-**SU** personnel, shall maintain confidentiality of the IP during the period it is pending with **SU** for the assessment of the possibility of commercialization and protection of IP, unless authorized in writing by **SU**.

VI. INTELLECTUAL PROPERTY CELL (IPC)

INTELLECTUAL PROPERTY CELL (IPC)

(1) There shall be an Intellectual Property Cell (IPC) for the management of the intellectual property in which the university has stake/share, technology transfer activities and for the implementation of the I.P. Policy. Particular attention shall be paid by the IPC to the preservation of intellectual property, management, budget, division of intellectual property income and the resolution of disputes. The IPC shall make recommendations to the Vice-Chancellor.

(2) Composition of IPC

The IPC shall consist of the following:

- (a) There shall be a Professor In-charge appointed by the Vice-Chancellor, who shall be the head of IPC.
- (b) One Intellectual Property Attorney having experience in the field of intellectual property laws to be engaged by the University.
- (c) One Professor of Department of Computer Science
- (d) The Dean, Faculty of Law
- (e) Up to three other Professors to be nominated by the Vice-Chancellor.

Four shall constitute to quorum.

(3) The meeting of the IPC shall be convened by the Chairman from time to time. The term of the committee shall be Three years. The IPC shall lay down its own procedure for conduct of its business.

(4) The University shall provide adequate support and secretarial staff headed by a Registrar for smooth functioning of the cell.

(5) Powers and Functions of IPC

- (a) to assign management, utilization, licensing and protection of intellectual property in which university has a stake/share, to the expert agency created by the CSIR for this purpose or to publish or advertise the intellectual property as it deems appropriate.
- (b) endeavor to negotiate and manage agreements to the best advantage of the creator and the University as are consistent with the Intellectual Property

Policy and guidelines;

- (c) provide all legal support as deemed necessary or desirable for the protection of University's intellectual property;
- (d) prepare legal instruments necessary to realize the technology transfer objective.
- (e) provide legal and administrative support following such realization as needed; and
- (f) management of conflicts of interest, including negotiating agreements which are consistent with the Act and the Statutes.

VII. EVALUATION OF INTELLECTUAL PROPERTY

- (1) Evaluation of Intellectual Property will be done by the IPEC (Intellectual Property Evaluation Committee nominated by the Vice-Chancellor.
- (2) Evaluation of IP means:
 - a) Assigning ownership of IP.
 - b) Determining whether an IP is innovative and fit for filing in India and foreign countries.
 - c) Determining whether the IP has a reasonable chance for commercialization.
- (3) After evaluation of IP, if **SU** decides not to take the responsibility for the protection of the IP, then it will assign all the rights of the IP to the inventors.
- (4) Even in such cases, as in (3), **SU** may take the responsibility of facilitating protection of the IP on case by case basis.
- (5) A decision on the annual renewal of IP rights will be taken by the IPEC. If **SU** decides not to renew the IP, fully or partially, then it will assign the rights of the IP, wherever relevant, to the "inventors."

VIII. CONTRACTS AND AGREEMENTS

All agreements related to IP, including, but not limited to the following categories, undertaken by any **SU** personnel and students need to be approved by the institute:

- 1. Allegiance, Affirmation and Confidentiality

- Agreement
- 2. Evaluation Agreement
- 3. License Agreement
- 4. Technology Transfer (Commercialization) Agreement
- 5. Alternative Dispute Resolution Agreement
- 6. Classified Information Non-Disclosure (specific) Agreement
- 7. Any other Contract/Agreement (implied or express) pertaining IP of SU for better interest of the institution

IX. COMMERCIALIZATION

1. **SU** shall market the IP and identify potential licensee(s) for the IP to which it (i) has ownership and (ii) for which rights have been assigned to it.
2. For the IP where exclusive rights have not already been assigned to a third party, the inventor(s) may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care to ensure that the value of the IP is not affected.
3. If **SU** is not able to commercialize the IP in a reasonable time then the inventor(s) may approach **SU** for assignment of rights of the invention(s) to them.

X. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY/INSURANCE

1. As a matter of policy, **SU** shall, in any contract between the licensee and **SU**, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, up gradation and debugging obligation.
2. **SU** shall also ensure that **SU** personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.

XI. REVENUE SHARING

1. The net earnings from the commercialization of IP owned by **SU** would be shared as follows:

Case	Net earnings	Inventor(s)	SU 's Share	Service Account*
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1	For the first amount Q	60%	30%	10%
2	For the next amount Q or more than 2Q	45%	45%	10%

* Money may be used for the promotion and up gradation of the invention. Unused funds from the service account will be used for promotion of commercialization, IP protection and any other related activities.

2. It is suggested that amount Q be initially fixed at Rs. 25 lakhs. The inventor(s) share would be declared annually and disbursement will be made to the inventor(s), their legal heir, whether or not the inventor(s) are associated with **SU** at the time of disbursement.
3. Co- inventors 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 inventors may at any time by mutual consent revise the Distribution of IP Earnings Agreement.

XII. CONFLICT OF INTEREST

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and/or their immediate family have in the company. Under these circumstances, it must be ensured by the inventor(s) that their entrepreneurial activities do not have an adverse impact on inventor(s) teaching, research and any other institutional responsibilities.

XIII. DISPUTE RESOLUTION

In case of any disputes between **SU** and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Vice-Chancellor of **SU**. Efforts shall be made to address the concerns of the aggrieved party. The **Syndicate/Authority** decision in this regard would be final and binding.

XIV. JURISDICTION

As a policy, all agreements to be signed by **SU** will have the jurisdiction of the courts in Sambalpur and shall be governed by appropriate laws in India.

SU will retain the right to engage or not in any litigation concerning patents and license infringements.

Note: Inventor should keep a laboratory notebook in which they keep records of their work. Descriptions of discoveries should be signed, dated, and if possible witnessed.

Project Consultation Rules:

Case A (I) Where the consultation is on basis of intellectual input by the faculty member/members alone & collectively without use of infrastructure (electricity, computer library etc.)

Case B (II) Where consultation is on basis of intellectual input by the faculty & with use of infrastructure of University

Case C (III) Where consultation is on basis of efforts put in by faculty / other supportive staff & with use of infrastructure & inputs of Universities (chemicals, glassware, instrumentation facilities)

Percentage sharing on 100% basis			
Stake holders	Case A	Case B	Case C
University	15	15	15
Department	25	35	45
Faculty/consu	60	50	40

Case (IV) Where indirect/direct costs are involved, in case A, B, and C as the case may be, only after deducting the amount of actual expenditure, the consultation amount will be shared among individuals alone or those who are involved in the entire consultation work. The students who are offered for research fellowships from the project consultancy will in no case be a part of consultation sharing. However, they may be part of inventor group if their efforts are significant.

ANNEXURE I

Intellectual Property Disclosure Form
Sambalpur University, Sambalpur

