

Intellectual Property Rights Policy
of
Sharda University
(Version 2.0)

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Preamble

Sharda University always recognises the importance of strong and vibrant IPR (Intellectual Property Rights) culture, permeating entire research and academic community. The University has created an ecosystem of protecting intellectual property rights of its academic community, incentivising the researchers and academic community to come up with quality publications as well as innovative solutions.

A paradigm shift is happening at the national policy level in the framework of innovations and innovation culture with ushering in of National IPR Policy, 2016, National Innovation and Start up Policy 2019 for Students and Faculty as well as with the contours of new Science, Technology and Innovation Policy, taking shape under the aegis of DST. It has therefore, become necessary for the University to re-fashion its Policy on Intellectual Property Rights, in tune with these major policy frameworks and for keeping pace with the changing times and paradigms.

Objectives

- To protect Intellectual Property (IP) Rights generated by faculty, students, and staff of the University, by translating their creative and innovative work into IP rights;
- To formulate 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 collaborations between academia and industry through better clarity on IP ownership and IP licensing;
- To provide a framework to foster innovation and creativity in the domains of technology, sciences, and humanities by nurturing new ideas and research, in an ethical environment through a balanced IP management approach;
- To create mechanism for knowledge generation and its commercial exploitation so as to augment the financial self-sustenance goals of the University and to reward faculty and researchers; and
- To create a better eco-system for innovation and entrepreneurship.

Scope of IPR Policy

(i) This Policy shall apply to all Intellectual Property created at the University, as well as, all IP rights associated therewith.

(ii) This Policy shall apply to all Researchers of the University including (a) academic and non-academic staff; (b) undergraduate, postgraduate, doctoral and post-doctoral students; (c) visiting scientists; who use the resources of the University or otherwise participate in any research project(s) administered by the University.

Publications

Researchers should be aware that premature public disclosure in any form may result in loss of potential IP rights. As such, they should make all reasonable efforts to identify any protectable IP as early as possible. Further, Researchers shall keep appropriate records of their research work and make reasonable efforts to ensure that only those individuals within University who have a need to have access to such records for the performance of their duties are granted such access.

Researchers are duty bound to identify any potential IP Rights resulting from their research work and provide full, complete and accurate information to IPR Cell 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.

Ownership of IP Rights

1. PATENTS

- (i) The ownership rights over all inventions whether made by Researcher (in furtherance of their responsibilities with University), developed by utilising the resources of University, or with the mix of funds, resources and/or facilities of University, shall ordinarily be vested with University.
- (ii) In case the University determines that an invention was made by a Researcher 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 ownership rights over such invention shall vest with the Researcher.

2. COPYRIGHT

- (i) The University recognizes that globally Researchers prefer to publish their research outcomes or creative works in the form of journal articles, papers presented in conferences, newspaper articles, or as books. The ownership rights in such scholarly and academic works, generated utilising resources of 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). However, the University shall have non-exclusive, perpetual, royalty free license, on world-wide basis, to use such scholarly and academic works for academic and teaching purposes.
- (ii) Copyright to thesis/ dissertation work shall be owned by the student and research guide jointly. However, such copyright shall only pertain to thesis document itself or to the form in which the research findings or creative work are documented, whereas ownership of invention/ development described in the thesis will be owned by the University. Notwithstanding any copyright, University shall have non-exclusive, perpetual, royalty free license, on world-wide basis, to use such created thesis/ dissertation work for teaching and academic purposes.

- (iii) 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 University, shall vest with University. The moral rights shall continue to vest with the author(s) wherever applicable.

3. TRADE MARKS

The ownership rights in all trademarks involving University shall vest with University. University may allow use of its name and trademarks by Third party only under a signed agreement. Third Party shall take prior approval of University about the manner in which the name of University and its trademark(s) are to be used in any media including print and electronic media.

4. INDUSTRIAL DESIGNS

- (i) The ownership rights over all industrial designs, whether made by Researcher, utilising the resources of University, or with the mix of funds, resources and/or facilities of University, shall vest with the University.
- (ii) In case, the University determines that the industrial design was created by Researcher on his/ her own time and unrelated to his/ her responsibilities towards University and was conceived or reduced to practice without the use of resources of University, then the ownership rights over such industrial design shall vest with the Researcher.

5. SEMICONDUCTOR INTEGRATED CIRCUITS AND PLANT VARIETY

- (i) The ownership rights over integrated circuits and plant varieties, created with the utilization of resources of the University, shall vest with University.
- (ii) In case the semiconductor integrated circuit layout design or plant variety was created by Researcher 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 University, then the ownership rights over such semiconductor integrated circuit layout design or plant variety shall vest with the Researcher.

Financial Support

- (i) All IPR applications generated by Researchers shall be filed in the name of the University.
- (ii) The Researcher(s), before filing of IPR applications, shall sign an IPR Assignment and Royalty Sharing Agreement with the University having following provisions:
 - (a) Researcher(s) shall be provided a copy of the license agreement in case the concerned IPR is licensed to third party(ies) by the University for the purposes of commercialization.
 - (b) Researcher(s) shall be provided their share of royalty as per the provisions provided the IPR Policy and his/their share shall be continued to be paid, irrespective of their continuance with the University as a Researcher.
 - (c) University shall ensure timely payment of their due at their last known address.
 - (d) University shall have right to abandon the concerned IPR, in case University fails to license the concerned IPR within 10 years of its grant.

(iii) IPR Cell working under the administrative control of the University shall be the nodal agency for handling filing, prosecution, grant, maintenance etc. of IPR applications. Dean, Research and Development shall be the signing authority on behalf of the Vice Chancellor.

(iv) All expenditure on filing, prosecution, grant, maintenance etc. of such IPR applications in the name of the University shall be borne by the University.

(v) Decision on expenditure related to filing, prosecution, grant, maintenance etc. of all IPR applications, filed jointly in the name of the University and any third party, shall be taken on case-to-case basis by the Dean, Research and Development, taking into account the terms and conditions of agreement signed with such third party, if any.

IP Generated from Research Conducted in Collaboration with External partners

Ownership of IP, generated during research conducted in collaboration with external partners, shall be determined as per the terms and conditions in the agreement signed between the concerned parties. However, unless agreed otherwise, the University, shall normally retain perpetual, royalty free license, on world-wide basis, to use such generated IP for research and educational purposes

Encouraging Entrepreneurship and Start-ups

To promote and encourage entrepreneurial activities, the University may reassign, under an agreement, its ownership of an intellectual property to Researcher, who opt to market, protect and license it on his own with minimal involvement of University. The fees to be paid to University by such assignee(s) shall comprise all expenditure related to filing, prosecution, grant and maintenance of protected IP and licensing expenses and appropriate amount of royalties, equity or other values.

IP Generated by Contractors, Consultants and Vendors

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.

Trade-Secrets and Know-how Information

University may designate certain confidential information as a Trade Secret. In that event, all Researchers will be obligated to maintain secrecy of the Trade Secret. Researchers and faculty, in order to protect the information exchanged or being exchanged with Third party must sign Non-Disclosure Agreement (NDA) with such third party. Trade secrets and know-how information should only be exchanged with Third party in writing after getting written clearance from IPR Cell.

Incentive Scheme for IPR Filing

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

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 every effort to ensure that its own Researchers, faculty and students do not infringe upon IP rights owned by third parties.

Licensing and Commercialization

- (i) University shall make best possible efforts to license out the IP generated with creative efforts of its Researchers. The University may sign a MOU with any facilitating agency to encourage the inventors to commercialize their intellectual property by organizing specific industry interactions for showcasing the University inventions.
- (ii) University will encourage the inventors to facilitate commercialize their IP through their own professional networks. However, any formal arrangement for technology transfer shall be carried out only by IPR Cell.
- (iii) When a third party is interested in commercializing an IP after inspecting its relevant technology profile, they may apply to IPR Cell for the same. A license fee will be decided by the IPR Cell in consultation with the inventor. The University will require the third party to sign a confidentiality agreement undertaking to maintain the confidentiality of all information disclosed.
- (iv) Protection of IP among other things is meant to provide incentive to all those associated with University with a potential for pursuing research leading to marketable product or processes and as a consequence generate revenue for University. The policy provides for sharing the revenue from monetization of IP among stakeholders. These stakeholders besides University will include inventors, associated academic entities of University and the administrative entities engaged in IP management and commercialization. The University, however, reserves the right to determine the share of the different stakeholders involved in IP creation and dissemination from time to time
- (v) In order to ensure early commercialisation and encourage the researcher to take active initiative for this purpose, the sharing of revenue sharing will be 90:10 by the Researcher and University respectively from the date of signing of any technology transfer agreement. However, the sharing of revenue beyond Rs 50 Lakh shall be guided by the following table, in case total revenue reaches Rs 50 lakh in any particular financial year

Revenue per year	Share of Researcher	Share of University
Less than Rs 50 Lakh	90	10
More than Rs 50 Lakh But less than Rs 100 Lakh	70	30
More than Rs 100 Lakh	50	50

- (vi) Total earnings for any single individual Researcher for any particular financial year, in any case shall always be capped at Rs 150 Lakh and any remaining amount shall be shared by the University.

- (vii) The Researcher's share shall continue to be paid, irrespective of whether or not the individual continues as a Researcher at the university. If more than one Researcher is involved in the generation of IP, all the Researchers would qualify for benefit sharing in that IP with equal share
- (viii) With regard to the IP-related revenues earned by the university, 50% of the revenue may be used for creating the University's IP management fund. This fund may be utilized for any activity relating to commercialisation and maintenance of IPRs or obtaining IPRs in any other country, or for capacity building in the area of IP protection. Further, 50% of the share may be paid to the University as administrative charges.

Commercialization through Spinoff and Start up

- (i) University generated IP can be licensed out to a third party or even to a spin-off company or start-up company being set up by the Researcher(s) himself/ themselves. All such licensing agreements, in particular, where the third party is also the Inventor, would be carefully examined by the University to determine that no conflict of interest occurs as a result of their execution. The third party, when interested in any such transfer of rights, must demonstrate, in advance, the technical and business capability to commercialize such licensed IP.
- (ii) The license may be subject to additional terms and conditions, such as revenue sharing with the University or reimbursement of the cost of statutory protection. If the University finds that the third party has not taken steps to commercialize the IP within two years of acceptance of the license, the University will be free to revoke such license.
- (iii) University shall have a perpetual, non-exclusive royalty-free license, on world-wide basis, to use such licensed IP for its own teaching and academic work.

Liability of the University for Infringement of IPR

The University will not be liable or responsible in any manner for the violation of the IP rights of third party (ies) by its Researchers, faculty, students or collaborator in the event of any claim or criminal or civil action or suits or proceedings initiated by third parties for infringement of their IP rights.

Term

Term of this IPR Policy shall be five (05) years initially from the effective date and shall be automatically renewed thereafter every year.

Disputes and Appeals

University may appoint a committee of experts to address the concerns of the aggrieved person(s) or Researcher(s) regarding the implementation of the Policy, or the validity or breach thereof, and all disputes there under 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.

Applicable Law

Settlement of any remaining legal issue, if any, pertaining to interpretation of the Policy shall be done under The Arbitration and Reconciliation Act, 1996, as amended time to time, with place of settlement being in Gautam Budh Nagar, Uttar Pradesh.

Amendments

Any amendment/ modification in this IPR Policy shall be applicable only when approved in writing by Statutory Authority of the University.

Implementing Agency

The implementing agency for the Policy shall be the IPR Cell, working under the administrative control of Dean, Research and Development.

Definitions

Author: An author is as defined under Section 2(d) of the Copyright Act, 1957.

Collaborative Activity: means research undertaken by faculty/ researcher/ student in the University, in cooperation with industry and/or another researcher(s), who are not from the University.

Creator: means the Researcher who contributed to the creation of the Intellectual Property (IP) (essentially copyrights and designs etc.)

Design: means is as defined under Section 2 (d) of the Designs Act, 2000

External Partners: includes Government of India, State Government(s), Local Government, 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 Researcher(s) of the University on regular or irregular basis; or any combination(s) of the above.

Moral Rights: means moral rights as enshrined under section 57 of the Copyright Act, 1957, which include the right to paternity and the right to integrity.

Intellectual Property (IP): means Intellectual Property, as provided under Article I of the Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS), refers to all categories of intellectual property that are subject of Sections 1 to 7 of Part II of the TRIPS Agreement.

Intellectual Property Rights: means ownership and associated rights relating to aforementioned Intellectual Property, 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.

Inventor: means the Researcher who contributed to the creation of the Intellectual Property (essentially patents)

Patents: mean is as defined under section 2 (1) (m) of The Patents Act, 1970 ("patent" means a patent for any invention granted under this Act)

Plant Variety: Variety means as defined under section 2(za) of The Protection of Plant Varieties and Farmers' Rights Act, 2001

Researcher: means; (a) academic and non-academic staff; (b) undergraduate, postgraduate, doctoral and post-doctoral students; (c) visiting scientists; who use the resources of the University or otherwise participate in any research project(s) administered by the University.

Research Agreement: means 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 IP created at the academic institution.

Royalty: means payment made to Researcher/Inventor/Author of the University for legal use of a patented invention or any Intellectual Property when licensed or assigned.

Semiconductor Integrated Circuit: mean is as defined under Section 2(r) of the Semiconductor Integrated Circuits Layout Design Act, 2000.

Sufficient Disclosure: means detailed description of features essential for carrying out the invention so as to meet the statutory requirements.

Trade Mark: means as defined under Section 2(zb) of the Trade Marks Act, 1999.

University: means Sharda University.

STANDARD OPERATING PROCEDURE (SOP) ON INTELLECTUAL PROPERTY RIGHTS

Filing Patent Application

Patent is always about a solution to an existing technical/ industrial problem. As such, draft patent document (IDF) should be crafted in a manner so as to distinctly highlight the existing technical problem, the technical advancement proposed by the inventor(s), and the manner in which the proposed advancement solves the existing technical problem. Any Researcher, desirous of filing a patent application in connection with the inventive work done by him, should follow the procedure outlined below:

- a) Disclose the best method of performing the invention in the standard template (IDF) outlining the industrial/technical problem being solved by the proposed invention, the methodology/functional features of his invention and the manner in which it is solving the identified technical/industrial problem. The IDF should be duly forwarded by the Dean of the School, verifying the inventors' details.
- b) The application will be initially examined by the IPR Cell for the sufficiency of disclosure and patentability criteria. If satisfied, the IDF shall be forwarded to a patent attorney on the panel of the University. The patent attorney will carry out patentability search for determining novelty and non-obviousness of the invention as well as patentability and sufficiency of disclosure. If satisfied, the patent document shall be prepared by the patent attorney in consultation with Researcher and IPR Cell. Once the final patent document is ready, it shall be filed by patent attorney with Patent Office after getting approval from Researcher and IPR Cell in writing.
- c) Researchers are duty bound to render all technical help to IPR Cell/ patent attorney during the examination of such filed patent application so as to ensure smooth and early grant.
- d) The University will normally maintain an Indian patent for a maximum period of 10 years. Sincere efforts on the part of the inventor must be initiated during this time span to commercialize the invention. The University shall decide about maintenance of granted patents beyond 10 years only in case of proven commercialization as well as earning of adequate royalty.

Filing International Patent Application

Any Inventor, within 12 months of filing his/her Indian patent application, may submit a request with IPR Cell for filing international patent application, through respective Dean of School. However, as taking out patents in foreign countries is extremely costly, the interested Inventor must justify the reason for filing of patent application in specific countries based on potential commercial application in those very specific countries. IPR Cell, after studying the specific justification for filing patent application in foreign countries, shall file such foreign patent applications only after taking written approval from Vice Chancellor of the University.

Filing Copyright Application

Copyright subsists in any original literary work, including scientific publications, popular articles, and other published material; computer programme/ software database irrespective of whether the copyright has been registered under the copyright law or not. Copyright also subsists in translations, abridgements or compilations of other works, which are also considered to be literary works. Ownership of copyright on any work may be claimed by putting the symbol ©. For example, Copyright © 2021, the University

Any Creator, desirous of filing copyright application, may fill the standard Disclosure Form applicable for copyright application and attach PDF version of Work and forward to IPR Cell. IPR Cell, after duly checking the Disclosure Form as well as PDF version of the Work shall forward it to one of the patent attorney firms on its panel.

Filing Design Application

Any Creator, desirous of filing Design application may fill the standard Disclosure Form applicable for Design application and attach PDF version of drawings/ representation of articles of subject matter and forward to IPR Cell. IPR Cell, after duly checking the Disclosure Form as well as PDF version of the drawings/ representations, shall forward it to one of the patent attorney firm on its panel.

General

- (i) All IPR Applications shall be filed with the University as Applicant.
- (ii) Researcher(s), before filing of IPR applications, shall sign an IPR Assignment and Royalty Sharing Agreement with the University, as provided in the IPR Policy
- (iii) In case any IPR Application is to be filed jointly with any Applicant, along with the University, it will be filed only with prior written approval from Dean, Research and Development.
- (iv) Under no circumstances, any IPR Application is to be filed in the name of any individual, unless approved in writing from the concerned Dean of the School as well as Dean, Research and Development.
- (v) All IPR Applications are to be filed by specific Power of Attorney, to be prepared for each IPR Application by the concerned patent attorney.
- (vi) Each specific Power of Attorney should be prepared only in the name of Dean Research, who would be acting as authorized signatory on behalf of the University.
- (vii) All IPR Applications, once forwarded to any patent attorney firm, shall be prepared in consultation with relevant inventors/ authors as well as IPR Cell. Any communication to inventors/ authors shall be copied to IPR Cell for better coordination as well as monitoring the progress of IPR Filing efficiently and effectively.
- (viii) Final filing of IPR Applications shall be done only after receiving written consent from IPR Cell, subsequent to written consent from Inventors/Authors.