



Devi Ahilya Vishwavidyalaya, Indore

Devi Ahilya Vishwavidyalaya, Nalanda Campus,
R. N. T. Marg, Indore (M.P.), India Pin- 452 001

IPR Policy

IP Policy Version 1.1

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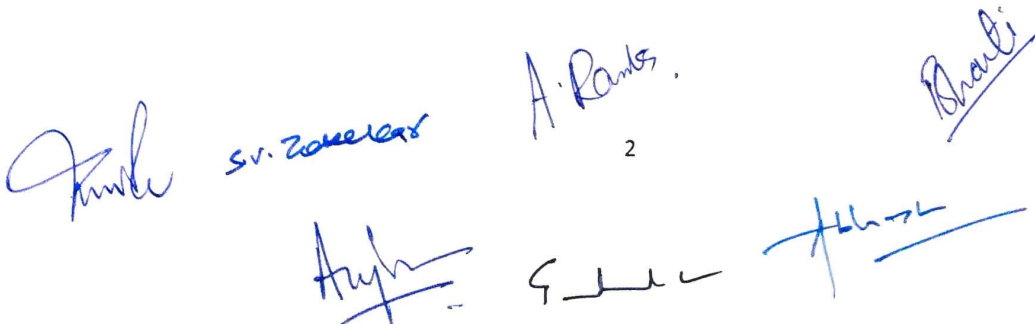
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S.V. Zaverkar
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A. Ranka
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Preamble

Devi Ahilya Vishwavidyalaya is dedicated to teaching and research, and dissemination of knowledge to the public good. In the responsibility of producing and disseminating knowledge there is inherent need to encourage creativity and scholarly works for the developments of new and useful materials, devices, processes and other intellectual property. These activities may lead to the professional development of the individuals involved, enhance the reputation of the University and also provides additional educational opportunities to students and furthermore promotes public welfare. The University has a responsibility of bringing new knowledge and promoting into use by general public. These learnings or innovations often have commercial value and should be treated as financial asset to be used. Exchange of such data or innovation through authorizing fulfills the objectives of University.

In the recent years, acknowledgment of the commercial value of intellectual property has grown within the academic community and in the society. Concerns identified with confidentiality, production and responsibility for property are presently ordinary. The pace of present day science, bringing about new and helpful innovations, started a requirement for a central policy in determining the course of the creation, protection, and commercialization of intellectual property in the University. This has resulted in establishment of the Intellectual Property Committee (IPC) and the Intellectual Property Policy (IPP) to encourage creation, and propagation of ideas for adopting culture of innovations in the University.

This Intellectual Property Policy applies to all University employees and students, regular or contractual. Every member of the academic community, student, non-teaching and teaching staff, must be made aware of licensed innovation both to secure their own rights and to respect the rights of others. The University IP Policy is intended to encourage a healthy atmosphere for research and development through a generous system of rewards and should motivate for the creation of intellectual property, while at the same time giving proper consideration to the economic rights and responsibilities of the University.

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The strength of the University lies in its faculty, research scholars, students, and technical and administrative staff. This policy is proposed to introduce, regulate, and organize issues related to intellectual property within the University. It additionally reaffirms the commitment of the University to scientific undertakings, academic excellence and the dissemination of knowledge. This policy is proposed to explain the responsibilities of the University and its employees and to establish a system for ethical conduct.

1. Objectives of the Intellectual Property (IP) Policy

- (i) To give a better domain to the students and employees of the University for creation, protection, and commercialization of intellectual property and to stimulate innovation.
- (ii) To empower research, scholarship, and a spirit of inquiry, thereby generating new knowledge.
- (iii) To encourage the exchange of learning and innovation to perspective users to promote usage of such resources for benefit of the society.
- (iv) To provide an administrative system to determine the commercial significance of discoveries and developments and to assist in bringing these into public use.
- (v) To provide for an equitable distribution of economic gains resulting from new intellectual property among the developer, creator, inventor, or the University, and, where applicable, the sponsor.
- (vi) To enhance the incentives for research development, the discovery of new knowledge and innovation, compatible with the educational goal of the University.
- (vii) To encourage students at all levels to create patentable technologies and to provide financial assistance from the University to the extent possible.
- (viii) To provide clear understanding of the rights and responsibilities of the faculty and student, research scholar to harness and protect the intellectual content of their research work.

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- (ix) To create awareness on IPR through directing workshops, gatherings, welcomed talks and addresses, and preparing programs among the academic community.
- (x) To set up and keep up an office to provide directions to the employees and students for effective commercial utilization of intellectual property generated at the University in the interests of all concerned, and to oversee the fair distribution of the returns accruing there from in accordance with this policy and its amendments.
- (xi) To arrange funding for the speedy processing and filing of applications for patents, designs, trademarks, copyrights etc.
- (xii) To provide legitimate support as the University deems necessary to defend and protect the interests of the University and creators of intellectual property against unauthorized use of such property.
- (xiii) To provide a comprehensive single window reference system for all IPR related issues.

2. Definitions

- (i) **Intellectual Property** means any innovation generated out of the intellectual effort of the creator. On account of copyrightable works, it must be settled in a substantial shape, and the maker or rights-holder is engaged by law to keep others from duplicating this frame.

Intellectual property includes:

Patents on new and useful scientific or technical advancement by method for creations, disclosures, processes, PC equipment and programming, remarkable materials, machines, gadgets, instruments, device, circuits, plant assortments, semiconductors, etc.

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. Copyrightable material include books, journal articles, texts, glossaries, laboratory, manuals, syllabi, tests and proposals, study guides, bibliographies; Lectures, musical or dramatic compositions, unpublished scripts; Charts, live

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video and audio broadcast; Programmed instructional material; Research notes, research data reports and research notebooks

Trademarks is a recognizable sign, design, or expression which identifies products or services of a particular source from those of others, although trademarks used to identify services are usually called service marks, logos, etc.

- (ii) **Creators** include any employee of the University whether employed regular or contractual basis or on probation or temporary basis either in the University and/or in projects and those research scholars or students or project fellows who are responsible for the creation of an intellectual property using the facilities of the University.

- (iii) **Inventions** incorporates PC programming, general instructional materials, novel machines, gadgets, compositions of matter (compounds, mixtures, genetically engineered cells, plants or animals), hereditary structures, cover works, generation forms, generation strategies, plant assortments, and so forth. Creations will be considered as having been produced over the span of work where origination as well as advancement is in the person's branch of knowledge of central skill in academic exercises for which the individual is utilized.

- (iv) **Fair Use** this is the amount of copying allowed by law so that copyright shall not be a stranglehold on the progress of human knowledge. Limited portions of a work can be replicated without the rights holder's permission for non-commercial and academic uses, although the exact permissible percentage may have to be determined by the courts.

- (v) **Confidential Disclosure** means agreement between disclosing and recipient parties or a term in a research contract or license agreement.

- (vi) **Invention Disclosure** means a written description of an invention that is confidentially made by the inventor to the University

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Phani
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- (vii) **IPR Advisory Committee** shall be headed by a teacher appointed by a Vice-Chancellor and IPR Advisory Committee will comprise of these teachers with one as its Chairman and other as its member. The Committee as constituted by the Vice Chancellor from time to time, will be incumbent to evaluate and make recommendations regarding IPR related issues.
- (viii) **Intellectual Property Officer** will be responsible for protection, commercialization and development of intellectual property owned by the University, and also ensuring the use of licensed software and the fair and just treatment of others' intellectual property by the University and its members.
- (ix) **Publications** means the person enabling disclosure of an invention, includes abstracts, student thesis and in certain instances, grant proposals
- (x) **Revenue** means any payment received as per an agreement by the University, usually for legal use of an intellectual property of the University through license.

3. Intellectual Property Right Cell (IPRC/IPC)

The University shall constitute intellectual property right's cell, which shall be responsible for undertaking various actions related to creation, protection and advancement of intellectual property of the University:

The cell shall have the following Member:

- (i) Chairman (One) – Professors/Associate Professors / Dean etc, who will be responsible for smooth functioning of the IPRC)
- (ii) Secretary (One): Any faculty of the University.
- (iii) Member (One): expert in the area from outside the University.
- (iv) Member (One): Registered Attorney as per IP law or Registered Patent agent as per www.ipindia.gov.in
- (v) Members (one): Research scholars / teacher/ official having some IP knowledge.

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A. Rang
John
Randi

4. Responsibility of the University towards Innovators

- (i) To assign and administer, at its discretion, including protecting/copyrighting, arranging and appointing or authorizing commercial utilization of such intellectual property in which it has stake/offer to a predetermined committee made for this reason under such terms as the University may consider sensible or University may oversee such protected innovation through IPRC.

Provided, however, that if the IPRC, fails to serve patent/copyright within one year of Patentable/copyrightable material being made available by the inventor/creator or fails to assign /license patented/copyrighted material to economic use, during further period of one year, the inventor/creator will have the right to withdraw right of patentable/copyrightable or patented/copyrighted material to himself, and take further action to manage it himself and thereupon the right of the IPRC to manage it will stand terminated.

- (ii) To make aware the faculty members, staff and other scholars regarding University's intellectual property.
- (iii) To encourage the exchange of such intellectual property for economic use and create systems inside these resolutions for the assignment and the management of Intellectual Property
- (iv) To provide legal support as it is 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.
- (v) To grant data to research supports as required by research and Licensing understandings, and applicable laws and guidelines in a timely manner.

5. Responsibility of the University towards IPRC

- (i) To make sure that the IPRC functions smoothly and the University shall made available required space and infrastructure, manpower, room, computer, internet access, search faculty, database, etc. At least one person shall be assigned in IPRC office and work regularly.
- (ii) The IPR cell shall be reconstituted every 3 year from the time of formation. The meetings of IPRC shall be convened minimum once as required in a


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Anjan *S. S. S.* *pu*

month by the Chairman/Secretary and in the meeting the decision for filing of IP shall be taken.


- (iii) Decision of filing of Patent shall be taken in a maximum six weeks from the proposal received from faculty, students and shall be recorded with reasons in file. The Committee will scrutinize the invention, Patentability as per Patent Act.
- (iv) IP cell should regularly interact potential inventors, and there will be Quarterly IP workshops and record of the same shall be maintain with Photos which will create the IP culture. The report of up to date IP assets shall be published in annual report.
- (v) One person will be dedicated for Advising, IP Filing, maintaining, licensing, commercializing, technology transfer and managing and coordination between attorneys, faculty, inventor(s), and other authorities.
- (vi) IPRC shall approach funding agencies, venture capitalists etc. for funds for promotion of IPR activities, tie-up with organizations for filing, licensing/assigning of IPR on revenue sharing basis.

6. Responsibility of the creators

- (i) To make an innovation disclosure in an intensive and timely manner of all inventions, discoveries and other works that are patentable/copyrightable and in which University has stake/share.
- (ii) To provide such assistance as may be necessary throughout the assignment process to protect and affect transfer of the intellectual property.
- (iii) To restore all records and archives that are fundamental for the protection of the 'intellectual property.
- (iv) To abide by all commitments made in license, sponsored research and other different understandings made in agreement.
- (v) To cooperate with the University with full responsibility in resolving all conflicts as may arise with respect to the IPs concerning to him/her and to make timely disclosure of such information which may hint towards any potential conflict relating to IP.

 Anil S.V. Zaverkar

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 B. Bhat

 Anjan

 G. S. Joshi

7. Policy

- (i) The intellectual property policy shall apply to all persons employed by the Institute – regular and contractual faculty, visiting faculty, as well as technical and administrative staff. It also applies to undergraduate, postgraduate and doctoral students as well as postdoctoral fellows and scholars.
- (ii) This policy shall apply to all kinds of intellectual property (including, but not limited to, any invention, discovery, trademark, copyright, trade secret, technology, scientific or technological development, research data and computer software) regardless of whether the intellectual property is subject to protection under patent, trademark, copyright, or any other law. The institute will encourage and recognize the originator of intellectual property and protect the ownership for the creators.
- (iii) The Institute will work towards protection through legal means of all creations of scholarly and educational materials, inventions, products, processes, art works, musical compositions and dramatic and non dramatic literary works related to the author's academic or professional field, regardless of the medium of expression. All such intellectual property shall be jointly owned by the originator/author and the Institute.
- (iv) The Institute shall have sole ownership of all intellectual property created by an employee who was hired specifically to work on a target product or process or was commissioned by the Institute or a component of the Institute for the specific objective leading to creation of the intellectual property. It will affirm its responsibility of all intellectual property created by the outside agencies commissioned by the Institute for the particular reason.
- (v) The intellectual property produced from research projects sponsored by government/ non-government agencies will be owned by the creator, the Principal Investigator or Chief Consultant, the Institute and the sponsoring agency. In case the project was accepted by the Institute under terms different from that stated herein, the terms agreed to shall prevail.



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8. Procedure to submit the Disclosure information to IPRC

The author or inventor or applicant shall submit disclosure form to IPRC as format attached in writing by email and by hard copy to keep record. The meeting with IPRC will be taken by chairman/secretary by calling expert from the relevant field immediately. Upon review of the disclosure document and checking of Patentability criteria, commercial aspects etc., IPRC will determine whether the invention is a 'supported invention' and will be filed in the name of inventor, thus cost of filing till grant of Patent will be saved and will be used to carry out further research. The decision to file Patent/IP shall be taken in six weeks from submission of project and shall be given in writing to applicant. The draft shall be review and properly drafted in format by the IPRC in consultation with IPRC. The patent shall be filed with the University as an Applicant, and all the cost associated to file, grant, maintain of patent/IP will be borne by respective university/Institute IPC.

9. Procedure for filing of Patent/IP

Filing a patent application in the Indian Patent Office is the first step towards securing a patent to invention in India. To file a patent application, a set of forms can be submitted online (<https://ipindiaonline.gov.in/epatentfiling/goForLogin/doLogin>) if one have a class III digital certificate. The most important factor in filing a patent application is preparing a patent specification. Drafting a patent specification is a highly skilled job, which can be only preformed by persons who have both technical as well as patent law expertise, hence the services of patent attorney may be engaged for the purpose.

10. Filing of IP Applications in foreign countries

Subject to the provisions of the Patent Act, the University/Institute IPRC cell shall, decide on the suitability of protection of the invention in foreign countries within seven months of filing the initial IP Application in India (whether Provisional or Complete Specification) if no secrecy direction is received from Patent Office.



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11. Revenue Sharing

The revenue arising out of licensing of IP and royalty would be shared in the appropriate ratio between the inventors and the University. Where University reassigns the right of the IP to its investors, the inventors shall reimburse all the costs incurred by University, which include protection, maintenance, marketing and other associated costs.

In case of multiple originators of an IP, all the originators will decide among themselves how to share the proceeds of an intellectual property. If they fail to arrive at a consensus, the IPC will analyze all available information and make a recommendation to the Vice Chancellor. The decision of the Vice Chancellor shall be binding and final.

If there are other legitimate claimants to the IP, they will be grouped either under "inventors" or "University". While sponsoring or supporting organization will get their share of the proceeds from "University" share, individuals who contributed to the invention will receive their share from that of the inventors.

12. Ownership of Intellectual Property

(i) Sponsored Research

Intellectual Property Rights (IPR) of developments emerging out of research projects undertaken on behalf of the sponsoring organizations shall be taken jointly in the name of the University and sponsoring agencies; when the sponsoring organizations bear the expense of documenting and keeping up of the IPR similarly. In the event that the sponsoring organizations are not imminent, the University at its carefulness may record the application with supreme possession and University will meet the whole expense of documenting and protection of IPR.

If a student is employed to assist in execution of a sponsored project or programme, the intellectual property rights originating from his contribution to the project will be governed by the terms of the contract between the University and the sponsoring organization

(ii) Collaborative Research

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All intellectual property jointly created, authored, discovered, invented, conceived or reduced to practice during the course of collaborative research undertaken jointly by University with Collaborating Institutions, shall be jointly owned; and the Collaborating Institutions will be requested to bear the cost of filing and maintenance of the IPR. In case the Collaborating Institutions are not forthcoming to bear fully the cost of filing and maintenance, if considered expedient by the University, the University will share the cost equitably with the Collaborating Institutions. Where the Collaborating Institutions are not forthcoming for filing joint IPR application, the University at its discretion may file the application with absolute ownership and University will meet the entire cost of filing and protection of IPR.

(iii) Research by Students

It is a requirement in academics that a student must own the copyright of the thesis (since it is his or her original work) which he or she submits as partial fulfillment of the requirements for an academic degree. However, the student will grant a non-exclusive, non-transferable royalty-free license to the University to use, in the course of non-commercial academic activity, the records and data generated in the course of his research. Furthermore, it is possible that the research that the student carries out as part of the program of study may result in the generation of intellectual property other than the text of the thesis. Supervisors should advise students during the course of their work that certain kind of research may lead to the generation of intellectual property which will require protection of its commercial value through confidentiality, for which the student will have to forgo publication during the period of sealing of a patent. Care should be taken at all stages to see that no conflict of interest arises between the student's academic activities and his or her generation of intellectual property. University will restrict access to the thesis for a limited period depending on commercial value as decided by the IPC.



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13. Commercialization

IPRC shall have the sole discretion with respect to the commercialization of a Supported Invention, but shall take into account the public interest. Where a Supported Invention is subject to an external agreement with a third party (for example, the Central or State governments or other funding sponsor), IPRC shall make decisions consistent with that agreement. IPRC shall make decisions concerning commercialization as it deems appropriate and shall make reasonable efforts to keep Inventor(s) involved and record of its commercialization efforts.

14. Technology Transfer

- (i) The Intellectual Property of the University held either in the name of University or jointly with other Institutions/Industry will be marketed for commercial exploitation under agreements involving technology transfer, licensing and revenue sharing models.
- (ii) The IPR Cell shall identify potential licensee(s) for the IP to which the University has ownership. In case of joint ownership, the Organization/Industry which has sponsored the activity, will have the first right to commercially utilize and exploit Intellectual Products emanating from the collaboration activity, whether or not the same have been formally protected by patents. The licensing to commercially exploit would involve technology transfer fee and also royalty payment from the first date of such commercial exploitation for a period that will be as mutually agreed upon.
- (iii) In the event of the other collaborating organization/industry not undertaking the commercial exploitation within a reasonable period from the first date of development of the technology. University reserves the right to transfer the said know-how to a Third Party for its commercial exploitation and use. In such instance, however, University shall share the net proceeds from such commercial assignments, in equal measure with the collaborating organization/industry in the ratio 1:1.
- (iv) University would endeavor to exploit the IP by commissioning a Technology Management Agency and thereby bring to a favorable light the IP produced by its Inventor(s). The Inventor(s) may seek the University to assign the rights to them after a certain holding period.

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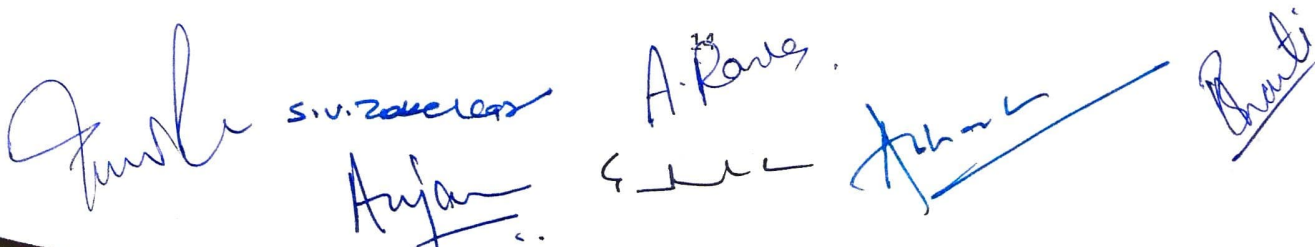
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- (v) In case the IPRC decides **not to pursue filing patent application** for certain invention and gives such decision in writing, the Inventor(s) is free to pursue filing of patent by own funds and in own name with all full 100% rights.
- (vi) Where the University/Institute determines that it will not file a proceed for patent application which was already filed as supported Invention and decide to **abandons or withdraw** the patent application, in such cases when IPRC shall inform in writing to inventor then, the Inventor(s) may request a transfer of the Invention. Upon determining that transfer the Invention to the Inventor(s) will not violate the terms of an external funding agreement, IPRC may agree to a transfer all interests/rights which it holds on the condition that inventor will reimburse the University/Institute for only all legal expenses, legal fees, liabilities and Government fees incurred. The cost does not include research and development cost.
- (vii) If IPRC is not interested to file sponsored invention in **foreign countries** and give in writing and if inventor wishes to file in various countries then inventor can file directly and all cost will be borne by the inventors, and in such cases University/Institute shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by the University.

15. Disclosure and Confidentiality

At an appropriate stage in the development of an invention, the originator shall make a written disclosure of the concepts to the IPC, providing all such particulars as are vital to judge its commercial prospects. The IPC shall recognize, recorded as a hard copy, its receipt of the disclosure and the date of receipt. The originator will send one duplicate of his proposed composition, prior to submission of thesis, to the IPC.

All the departments in the University will be bound by the non-disclosure and confidentiality terms to be clearly spelled in a separate document. Each department is under obligation to record their R&D original copies, assuming any, on time to time premise, with the IPC. It is expressly understood by the departments that any information which identifies to any Invention should be treated as Intellectual Property and therefore is not to be revealed without the prior consent of the IPC.

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The originator may disclose such conception, upon a prior written permission from the IPC, once an application for a patent, trademark or copyright has been made on the conditions described herein and the commercial rights in the conception are secured to the University.

16. Dispute Resolution

In case of any disputes between the University and the Creators regarding the implementation of the IP policy, the Creators may appeal to the Vice Chancellor of University. Efforts shall be made to address the concerns of the creators by developing and instituting an arbitration mechanism and arrangement. The Vice Chancellor's decision in this regard would be final and binding on both University and inventor.

17. Evaluation & Management of IPR

IPR committee 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. IPR Advisory Committee get it also evaluated by 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 future.


18. Miscellaneous

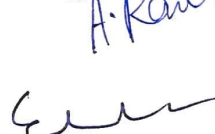
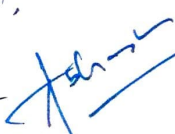
(i) Amendments

The University reserves the rights to amend these Ordinances at any time as required. The Executive Council upon recommendation by the Intellectual Property Advisory Committee may amend these Ordinances

(ii) 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 will take into


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account the best interest of the University and the facts of the particular situation.

(iii) Educational Materials

Educational Materials represent a broad spectrum of copyright works. These materials encompass 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 in order to further the University educational goals.

(iv) 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 final outcome of his/her labour.

(v) Emblem of University

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 emblem of the University for any commercial purpose.

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Devi Ahilya Vishwavidyalaya
Invention and Technology Disclosure Form

Name

Phone

Email

Date of project started

Name of project work

Details of Project (in format)

1. Title
2. Field of Invention
3. Problems in prior art
4. Problem solved by this invention
5. Prior art and how prior art is different from your invention
6. Summary of Invention
7. Brief description of drawings(if available)
8. Detail description of invention with reference to drawings
9. Data Analysis/test reports/ graphs etc.
10. Claims
11. Abstract
12. Drawings
13. Will any of the inventors be publicly disclosing this invention within the next 3 months?

Yes

No

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If yes, please provide date and form of publication

14. What problem does this invention solve?

Do not describe the invention but instead focus on the problem found with existing technology, processes or services, or a recognized problem not adequately solved by existing technologies, processes or services.

15. What is the stage of development of the invention?

- idea / concept
- early stage
- proof of concept
- prototype
- industry interest / use

16. Describe the invention in detail:

Consider the commercial applications of the technology and how they might be applied to a product, process or service. Importantly, please describe what aspects of the inventions have been proven experimentally and what is shown by the data. Also describe what materials or prototypes have been created in relation to the invention. Attach any technical documents of Invention including (submitted or draft) manuscripts, posters, theses and grant applications.

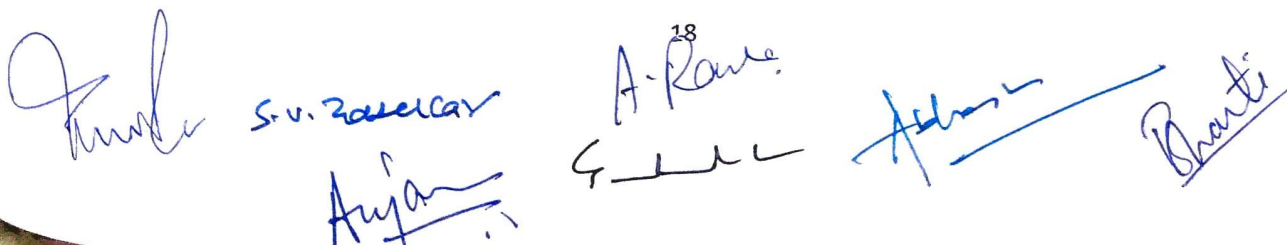
17. What date(s) did you create the invention?

The date is when the inventor(s) devised the essential concepts of the invention but without necessarily having proved that it would work or having built a prototype.

18. In whose laboratory notebook(s) is the experimental data for this invention recorded? Reference numbers?

19. Competitive Advantage:

Describe the competitor technologies, processes or services which attempt to address the above described problem. What is the closest existing or known technology – please provide links to the related companies' products or service

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webpages. What are the advantages and benefits of your invention over these competitor approaches – have you experimentally compared your invention to the “gold standard” competitor technology or process?

19. To what can this invention be applied? (Technical applications)

20. What further research will be conducted over the next 12 months to demonstrate proof of concept or further validate the invention?

Provide details of any public disclosures of this invention by contributors including publications, theses, posters, presentations, abstracts, submitted manuscripts and patents. Please also attach copies or transcripts of these disclosures.

21. Public Disclosures

Provide details of previous disclosures of this invention

Date:

Type of disclosure:

Aspects of the invention disclosed:

Details or reference of the Journal/Conference/Seminar/Thesis:

Provide details of any upcoming disclosures of this invention

Date:

Type of disclosure:

Aspects of the invention disclosed:

Details or reference of the Journal/Conference/Seminar/Thesis:

Provide details of any public disclosures that are closely related to this invention

Date:

Type of disclosure:

Aspects of the invention disclosed:

Details or reference of the Journal/Conference/Seminar/Thesis :

22. Sources of Funding

Was the invention developed using any research grants/contract funds?

Yes

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A. Rowe¹⁹
S. V. Zuberkar
Anjan
G. M.
Banti

No

If Yes, provide details:

Grant Ref:

Title:

Sponsor:

Collaborators:

Start and End Dates:

Please attach any relevant contract.

Signature of Inventor(s) with date



S. V. Vasudevan



A. Ramesh