

# UNIVERSITY INTELLECTUAL PROPERTY RIGHTS POLICY

## 1. PREAMBLE

The ICFAI University Jaipur has always accorded paramount importance to research. The University always motivates its faculty members, staff, and students to perform leading-edge research in an eclectic assortment of critical disciplines.

Intellectual property rights (hereinafter referred to as ‘IPR’) are one of the important tools that allow creators and innovators to benefit from their investments (both in terms of money as well as time) in creativity and innovation. They may play an important role in providing a competitive edge to an organization, and also help individuals and organizations to build strategic alliances for socio-economic and technological growth.

Following are the key purpose of the policy document:

- A. This IPR Policy document identifies all issues that concern generation of IP by the faculty, staff and students of The ICFAI University Jaipur, protection of IP in the form of patent, copyright, trademark, etc., and the licensing of its IP rights to third parties for commercialization.
- B. This document can act as a guide for dealing with diverse intellectual property-related issues such as ownership of intellectual property, benefit sharing, partnerships, ethical issues, and potential conflicts of interest.
- C. This document is subject to the IPR laws of India, such as Trade and Merchandise Marks Act, 1958, Patent Act, 1970, Copy Rights Act, 1957 and Designs Act, 2000 etc. and their amendments.

## 2. DEFINITIONS

In this document the following definitions shall apply,

- A. “University” means The ICFAI University Jaipur (IUJ);
- B. “Faculty/Faculty Member” refers to a person who is teaching and/or guiding students enrolled at IUJ in any capacity whatsoever i.e., regular, ad-hoc, guest, temporary, visiting etc.;
- C. “Staff” refers to all non-teaching staff working in IUJ in any capacity whatsoever i.e., regular, temporary, contractual, outsourced etc.;
- D. “Student” means a person duly admitted and pursuing a program of study including a research program in any mode of study (full time or part-time or distance mode);

- E. "Information" includes data, message, text, images, sound, voice, codes, computer programs, software and databases or microfilm or computer-generated microfiche;
- F. "Year" means the academic session in which a proven offence has been committed.
- G. "Intellectual Property" shall mean subject matter listed in Article 1 of the TRIPS Agreement which refers to all categories of intellectual property that are subject to Sections 1 through 7 of Part II of the TRIPS Agreement and may include other subject matter which are protectable by Patents, Copyright, Trademarks, Industrial Designs, Geographical Indications, IC Lay-out Designs, New Plant Varieties and Trade Secrets.
- H. 'Researcher', as used in this IPR Policy, includes faculty members, students, project staff, research support staff, and visiting researchers in IUJ. Wherever different conditions are applicable for any of the sub-categories of researchers, they are specifically mentioned in the IPR Policy.
- I. 'Incidental support from the University', as used in this IPR Policy, includes use of space, facilities, materials, or other resources of the University which are not provided for the generation of specific research outputs. Examples of incidental support include ordinary use of faculty offices, University libraries, departmental office, internet, computers, computer peripherals and use of general secretarial or administrative services.
- J. 'Non-incidental use': Use of the University's name in connection with a work, other than for identification of the creator as a faculty member, researcher, other employee or student, shall be a non-incidental use of the University resource.
- K. 'Substantial support from the University', as used in this IPR Policy, includes any support which is beyond incidental support, as defined above. This includes, specific monetary support for research through grants or fellowships, funds for procuring books/ equipment or materials for specific research projects, and creation or major modification of infrastructure like labs for the specific needs of research. For example, when a research lab has been created for a general purpose, but is earmarked for specific time period for a specific research activity which produces the IP that is being protected through the concerned IP Act, then, it comes within the purview of 'substantial support from the University'.
- L. 'Substantial support from external partners', as used in this IPR Policy, means any non-incidental support provided by external partners. This includes, specific monetary support given for research through grants or fellowships by external partners.
- M. "Revenue" means any payment received as per an agreement by the IUJ, usually for the use of an intellectual property of the University through a license.

N. 'External partner' as used in this IPR Policy includes Government of India, state governments, local self-governments, 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 researchers on regular or irregular basis; or any combination(s) of the above. The full fellowships received by students from funding agencies like University Grants Commission (UGC), Department of Science and Technology (DST), Department of Biotechnology (DBT), University, or any other body shall be considered as substantial support from external partner.

### **3. SCOPE OF THE POLICY**

This document on IUJ IPR Policy Guidelines will be applicable to all IUJ faculty (regular/visiting), staff and students involved in any form of research activity.

### **4. OBJECTIVES**

The University has formulated this Intellectual Property Policy to promote an eco-system which is conducive to the development of diverse varieties of research and innovation within the University. A balanced approach in the area of IP protection, as followed in this IPR Policy, can also play a major role in promoting start-ups by enabling equitable access to knowledge and technology resources. In this regard, the specific objectives of this IPR Policy are:

- A. To promote more research and innovation within universities through a balanced IP management approach.
- B. To provide more freedom and autonomy to researchers for IP creation and management, in order to create a better eco-system for innovation and entrepreneurship within the state.
- C. To promote more collaborations between the academia and industry through better clarity on IP ownership and IP licensing.
- D. To promote and encourage high quality research, including adoption of open science practices.
- E. To ensure better and equitable access to results from publicly-funded research through broader dissemination of knowledge.
- F. To ensure more optimal utilization of results obtained from publicly-funded research through better diffusion of knowledge.

G. To promote bilateral and/or multilateral agreements for technology transfer mechanisms within the University.

H. To promote intra-academia and inter-University research collaborations.

## **5. OWNERSHIP OF IP AND ALLOCATION OF IP RIGHTS**

### **A. Types of Support for Research**

Ownership rights over IP generated in the University can vary with the source of funding and resources used for the research that generated the IP. Hence, it is important to understand the different contexts in which IP may be generated within the University. Some of the important contexts in which universities produce IP are:

- i. Research undertaken by a researcher in the normal course of his/her appointment/engagement with the University, using substantial support from the University (this would also include research projects/ dissertations/ theses undertaken by students under the supervision of a faculty member);
- ii. Research undertaken by a researcher in the normal course of his/her appointment/engagement with the University, using incidental support from the University;
- iii. Research undertaken by a researcher with substantial support from an external partner.

### **B. Ownership and Allocation of IP**

The ownership rights on IP may vary according to the contexts in which the concerned IP was generated. This IPR Policy recommends a three-tier classification in this regard. i.e., IP generated from research conducted with incidental support from the University, IP generated from research conducted with substantial support from the University, and IP generated from research conducted with substantial support from an external partner. The IPR Policy recommends the following approaches for these three categories:

#### **I. IP generated from research conducted with ‘incidental support from the University’**

- i. Subject to the exceptions provided below, copyright in scholarly, academic and artistic works generated by the researcher with only incidental support from the University including books, articles, lecture notes, Open Science -Open Innovation audio or visual aids for giving lectures, films, plays, and musical works shall vest with the researchers. Researcher shall not disclose any outcome of their research work, particularly in the fields of science and technology, before filing of IP application with appropriate IP Office with regard to the work having potential to be protected by patents and other IP where novelty is the prerequisite.

- ii. Copyright in any institutional materials including course syllabi, curricula, exam questions, exam instructions, and papers/ reports specifically commissioned by the University shall vest with the University.
- iii. The ownership rights over any other form of IP generated with incidental support from the University, including software, patentable and non-patentable inventions, know-how, designs, plant varieties, and integrated circuits, shall vest with the University.

## **II. IP generated from research conducted with ‘substantial support from the University’**

- i. Copyright in scholarly and academic works generated with substantial support from the University, including books, articles, student projects/dissertations/ theses, lecture notes, and audio or visual aids for giving lectures, shall ordinarily be vested with the researcher. However, the University shall have a non-exclusive, royalty-free, irrevocable, and worldwide license to use the IP for research and educational purposes. Researcher shall not disclose any outcome of their research work before filing of IP application with appropriate IP Office with regard to the work having potential to be protected by patents and other IP where novelty is the prerequisite.
- ii. Copyright in films, plays, and musical works, which are created by the researchers with substantial support from the University shall vest with the University. However, in the event of commercialization of these outputs, the revenue shall be shared with the researcher at a ratio fixed by the IPR Cell.
- iii. Copyright in any lecture videos or Massive Open Online Courses (MOOCs) produced with substantial support from the University shall vest with the University. However, the researcher shall have a non-exclusive, royalty-free, irrevocable, and worldwide license to use such works for teaching and research purposes by the researcher.
- iv. Copyright in any institutional materials including, but not limited to, course syllabi, curricula, exam questions, exam instructions, and papers/ reports specifically commissioned by the University shall vest with the University.
- v. The ownership rights over any other form of IP generated with substantial support from the University including but not limited to software, patentable and non-patentable inventions, know-how, designs, plant varieties, and integrated circuits shall vest with the University. However, in the event of commercialization of such IP, the University may engage in benefit sharing as suggested in clause V of this IPR Policy.

### **III. IP generated from research conducted with ‘substantial support from external partners’**

- i. With regard to research conducted with substantial support from external partners, ownership of IP shall be determined as per the terms and conditions in the agreement signed between the concerned parties. In the absence of a specific clause in the agreement between the University and the external partner who is providing substantial support with regard to copyright in scholarly and academic works generated from such research produced with substantial support from the external partner, University and external partner shall resolve the issue of relinquishing copyrights in favour of researcher. However, the researcher shall grant the University and the funding agency, as the case may be, a non-exclusive, royalty-free, irrevocable, and worldwide license to use the work for any purpose including, sharing it through open access repositories.
- ii. In the absence of a specific agreement between the University and the external partner who is providing substantial support for research, copyright in films, plays, and musical works, which are created by the researchers with substantial support from the external partner; University and external partner shall resolve the issue of joint ownership of copyright for sharing the benefits in the proportion of their relative contribution, i.e. the University and external partner. However, in the event of commercialization of these research outputs, the revenue shall be shared with the researcher/ external partner (as the case may) as per the IPR Policy.
- iii. In the absence of a specific agreement between the University and the external partner who is providing substantial support for research, copyright in any lecture videos or Massive Open Online Courses (MOOCs) produced with substantial support from the external partner University and external partner shall resolve the issue of joint ownership of copyright for sharing the benefits in the proportion of their relative contribution, i.e. the University and external partner. In the absence of a specific agreement between the University and the external partner who is providing substantial support for research, any form of IP other than copyright, i.e. patentable and non-patentable inventions, know-how, designs, plant varieties, integrated circuits etc. shall vest with the University.
- iv. University shall ensure through specific agreement with external partner that the copyright in any institutional materials including, course syllabi, curricula, and papers/ reports prepared under the specific instructions of the University shall vest with the University.

## **6. COMMERCIALIZATION AND BENEFIT SHARING**

### **A. Types of IP Licensing and Assignment**

Licensing and assignment of IPRs to a third party are the most common modes of IP transfer that can lead towards commercialization of IP. While both licensing and assignment involves giving certain rights to another party, the key difference is that assignment involves transfer of ownership, while licensing is limited to permitting certain uses.

In general, it is recommended that the universities and researchers should try to use licensing mode only, so that ownership rights over IP can be retained without hampering the prospects of commercialization. The mode of assignment to be used in exceptional circumstances, it is to be decided by the Honorable President on recommendation of the IPR Cell. There are various types of licensing and they include:

- i. **Exclusive Licensing:** The licensor licenses the IP solely to one licensee. In other words, the licensee will be the only one authorized by the licensor to use and exploit the IP in question. It is usually in the interest of the University to refrain from giving exclusive licenses of the IP other than copyright. However, in exceptional circumstances it is to be decided by the Honorable President on recommendation of the IPR Cell.
- ii. **Non-exclusive Licensing:** The licensor is permitted to enter into agreements with more than one entity for use and exploitation of the IP. In other words, the same IP may be used by different licensees at the same time for the same purpose or for different purposes.
- iii. **Sub-licensing:** This is applicable when a licensee wishes to further license the IP to another party/parties. Permissions pertaining to sub-licensing need to be clarified explicitly in the agreement between the University/ researchers and licensee(s).

### **B. Encouraging Entrepreneurship and Start-ups**

The researcher may be exempted from any upfront fee and royalty for three years, on the University owned IP where they are named as inventors, for the purpose of starting firms/ start-ups. If there is more than one researcher, all researchers can collectively avail this benefit, and not individually or in sub-groups without the consent of rest of the researchers in the IP being utilized for the purpose.

### **C. Licensing Agreements and Revenue Sharing**

#### **I. Research Outputs Generated as a Result of Incidental Support by the University**

The revenue sharing on any IP generated by using incidental support, between University and researcher will be in the ratio of 20:80 respectively. It will be applicable to IP owned by University which is created with incidental support of the University.

## **II. Research Outputs Generated as a Result of Substantial Support by the University**

- a) The revenue arising out of licensing of IP and royalty would be shared in the appropriate ratio (currently, this ratio is 60:40) or as per the terms agreed between the University and the inventor(s). Where the University reassigns the right of the IP to its inventor(s), the inventor(s) shall reimburse all the costs incurred by University, which include protection, maintenance, marketing and other associated costs.
- b) The University and researcher will have 60:40 ratio of revenue sharing, respectively. In order to ensure early commercialization and encourage the researcher to take active initiative for this purpose, the sharing of revenue sharing will be 40:60 by the University and researcher respectively for the first five years from the date of filing of particular IP application.
- c) In case the IP filing costs were not borne by the University, the researcher would be first reimbursed the costs incurred for filing of applications and maintenance of such IP, from any income accruing from the commercial exploitation of the IP. This is particularly relevant, as provisional patent applications may have to be filed by the innovators before any disclosure of the innovation and also in case refusal of financial support for filing and maintenance of IP. Only the income beyond such costs needs to be shared with the University.
- d) The researcher's share may continue to be paid, irrespective of whether or not the individual continues as a researcher at the University.
- e) If more than one researcher is involved in the generation of IP, all the researchers who qualify for benefit sharing in that IP may sign at the time of filing the application (for example, at the time of filing of patent application), an agreement outlining the proposed distribution of any IP-related earnings based on their contribution. The agreement should specify the proportional percentage of distribution of earnings from IP to each of the researchers. The researcher(s) may, at any time, by mutual consent, revise the distribution of IP earnings agreement, and the University may approve the revised agreement, subject to the advice of the IPR Cell.
- f) 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 commercialization and maintenance of IPRs or obtaining IPRs in any other country, or for capacity building in the area of IP protection. Further, 10% of the share may be paid to the University as administrative charges and 40% may be made available to the department concerned for the purchase of equipment or materials or for any other academic/research activity, including promotion of science and innovation.



### **III. Research Outputs Generated as a Result of Substantial Support from External Partners**

- a) The revenue sharing on any IP generated from a partnership between the University and external partners may be based on the agreement signed between the University and the external partner at the beginning of such collaborations. In absence of any prior agreement on revenue sharing, University and External partner shall hold discussion and resolve revenue-sharing issue in line with proportional contribution in generating and protecting IP, ownership of IP and allocation of rights as per clause 7.
- b) In circumstances wherein the assignee or the licensee has not taken adequate steps for the commercialization of the University-owned intellectual property, the University should consider revocation of the license and assign it to another party. For this, insertion of an appropriate clause in the initial license agreement between the University and the licensee about transfer and/or commercialization of technology would be desirable.

#### **D. Limitation of liability**

All commercialization agreements shall clearly mention that the University and its researchers are protected and indemnified from all liability arising from development and commercialization of the IP.

### **7. SHARING OF COSTS WITH REGARD TO IP PROTECTION**

With regard to the costs involved in IP protection, the following is recommended:

A. The expenses involved in obtaining and maintaining IP protection may be shared between the parties, depending on who owns the IP. If the University is the sole owner of IP, the costs of IP protection shall be borne by the University.

In case the University refuses to incur expenditure in protecting IP, inventor will be allowed to file IP applications in the name of the University or in the joint name of researcher and University at their own costs. Under such circumstances, IP filing costs may be recouped as per the provisions relating to benefit sharing as per clause 6 (C)(1).

B. If the IP ownership is shared with external partners, the costs for IP protection may be shared by both the parties, based on the terms and conditions provided in the agreement. In absence of such prior arrangement cost shall be shared in proportion to the allocation of rights and benefits.

C. Any costs involved in the transfer of rights/ownership of the University-owned IP will be borne exclusively by the licensee, assignee or person acquiring such rights.

## **8. USE OF UNIVERSITY TRADEMARKS**

The University may allow the use of its name and trademarks (it includes name of University, University logo and any other trademark registered by the University) by third parties on following conditions:

- A. They will be used only in public interest;
- B. They will be used:
  - 1. in a responsible manner to create a product/process conforming to environmental safety and good manufacturing practices promoted by the Government of India and its regulatory bodies;
  - 2. in promoting truthful claims and information, i.e. not for misleading the society or users;
  - 3. without any liability on the University in case of misuse of trademark(s) or accidental damage accruing due to use of trademark(s).

## **9. SHARING OF IP RIGHTS BY THE UNIVERSITY**

Subject to any associated agreements, as well as the conditions mentioned above, the University may allow researchers to be joint applicant in all IP protected by researchers at their cost if the University decides not to pursue the protection of IP within a period of nine months of sufficient disclosure by the researcher to the University. The University shall make all efforts to convey to the researcher the decision to pursue or not to pursue protection of IP, within a period of six months of sufficient disclosure by the researcher to the University, and the University shall cooperate with researcher in executing all relevant documents required in the process of filing, prosecution and maintenance of IP by researcher(s) at his/her/their own cost.

‘Sufficient disclosure’ means providing a detailed description of features essential for carrying out the invention, in order to render it apparent how to put the invention into practice to a person skilled in the art.

## **10. LIMITATION OF IP RIGHTS WITH REGARD TO CERTAIN ACTIVITIES**

### **A. Reservation of rights with regard to depositing of materials in repositories created by the University or the government**

The University shall retain the right to submit and share soft copies of all undergraduate/postgraduate/research related works (including, but not limited to projects/

dissertations/ theses) through any digital repository created by the University or the Government or any other regulatory body, including “Shodhganga e-repository”. In cases where the invention is patentable in nature, the researcher as well as the University may take necessary steps for filing patent application before submission of such research work such as dissertation, thesis etc. in the repository.

## **11. DEALING WITH IP RIGHTS OWNED BY THIRD PARTIES**

### **A. Use of Technology Protected by IPRs like Patents and Designs**

It is possible that researchers may have to use diverse technology/ design/ software, as part of their research. Under all such circumstances, due care and attention must be given for not infringing the IP rights of third parties. Some of the licenses may have restrictions with regard to kind of usages permitted. It is important to ensure that due permissions are taken from IP owners before engaging in any use which goes beyond the terms of license or as permitted under the relevant statute(s) in India.

### **B. Use of Copyrighted Material**

Whenever researchers use copyrighted material for teaching or research purposes, it needs to be ensured that the use is with permission from copyright holders or is within the boundaries of exceptions provided under Indian copyright law. The scope of different educational use-related exceptions under Indian copyright law have been interpreted by different courts in India. However, it needs to be highlighted that it is the duty of the researchers to ensure that they do not violate the copyrights and that the concerned use is within the ambit of exceptions provided under copyright law. The University shall follow the guidelines of the University/ gazette notifications from time to time.

- i. The University shall create an Institutional Repository and a link to the repository may be provided on its official website. The repository shall include dissertations, theses, papers, publications, and other in-house publications. In the absence of an institutional repository, the researchers may submit such works in other open repositories in the relevant subject area.
- ii. The researchers shall be encouraged to license their works under an open license so that other researchers can also use the research outputs by providing appropriate attribution to the researchers.

## **12. PROMOTION OF THE USE OF FREE AND OPEN-SOURCE SOFTWARE (FOSS)**

The use of Free and Open-Source Software (FOSS) can help in furthering the software-related skills of students and researchers. Wide adoption of FOSS would also improve the quality of software and lower the long-term costs of research in the universities. Hence the University shall:

- A. actively promote the use of FOSS among researchers, along with adoption of open standards;
- B. regularly organize training programs in FOSS for researchers;
- C. license University owned software under open licenses; and
- D. as far as possible, use FOSS for all official purposes.

## **13. OTHER RELATED ISSUES**

### **A. Conflict of Interest**

The researcher(s) are required to disclose any conflict of interest or potential conflict of interest with regard to potential licensing of technologies. If the researcher(s) and/or their immediate family members have a stake in the Licensee Company or potential licensee company, they are obliged to disclose the details in writing to the Chairperson/Coordinator of IPR Cell. However, mere ownership of stakes by researcher(s) and/ or their immediate family members in the Licensee Company or potential licensee company shall not be a ground of rejection of licensing. The IPR Cell may take the final decision on the licensing, based on an all-overall assessment of relevant factors.

### **B. Policy Related to Transfer of Biological Resource and Associated Knowledge**

Any transfer of biological resources shall be in strict compliance with the provisions of Government of India's Biodiversity Act 2002, including the amendments in future. While processing application filed for grant of patent, researchers shall parallelly process their request for permission from National Biodiversity Authority.

## **14. ORGANIZATIONAL MEASURES FOR IP PROTECTION**

### **A. IPR Cell: Administrative Set-up**

The IPR Cell will have a team of individuals having defined roles. The constitution of the IPR Cell maybe as follows:

1.	Chairperson (To be nominated by Honorable President)
2.	Member Coordinator
3.	Members – at least one faculty member each from Basic Sciences, Engineering, and Liberal Arts
4.	Two IP experts as members – one IP expert from management faculty and one IP expert from law faculty. In case of non-availability of expert faculty members from management and law faculties, external members with relevant IP expertise may be appointed as IP experts.
5.	Chief Finance and Accounts Officer
6.	Two research scholars (preferably from engineering and science stream)

The tenure of the members of the IPR Cell shall ordinarily be three years and since the activities of the cell demand expertise in the area of IP, the tenure of members may be renewed by the Honorable President, before the end of the term of their appointments, based on their performance in the IPR Cell. The IPR Cell will have the overall responsibility of guiding the University administration on all decisive issues relating to this IPR Policy and any other relevant matters relating to IP generated within the University.

#### **B. Roles and Responsibilities of the IPR Cell**

IPR Cell shall be responsible for overseeing the implementation of all recommendations and decisions pertaining to IP management in the University.

i. IPR Cell shall maintain all confidentiality related obligations. All the members, including the Chairperson, shall sign a non-disclosure agreement with the University.

ii. IPR Cell shall be the responsible authority for guiding the University with regard to entering into agreements such as memoranda of understanding (MoU), confidential disclosure agreements (CDA), material transfer agreements (MTA), and IP licensing agreements.

iii. IPR Cell may suggest changes in the IPR Policy or new policies as and when deemed necessary. This can happen with changes in governmental policies or national and international developments such as new treaties or legal judgments.

iv. Screening of all requests for patent applications shall be done by the IPR Cell.

v. IPR Cell will support the University and the researchers for negotiating technology transfer and benefit-sharing agreements.

vi. In cases where a researcher wants to use University owned IP for creating a start-up, the researcher may place a request before the IPR Cell, and after taking into consideration all the relevant aspects, the IPR Cell may recommend the University to allow the researcher to use the

IP. The IPR Cell may also put forward its recommendations on the extent to which the researcher can use the University owned trademarks with regard to the activities of that start-up.

- vii. Whenever required, the IPR Cell shall clarify to the researchers and the University whether the research in question can be considered as research with incidental support of University, research with substantial support of the University, and/ or research with substantial support of external partners.
- viii. IPR Cell will help in creating awareness about different open initiatives like open access, open data, and open-source software and help the University and researchers comply with the open access mandates of the government/ funding agencies/ University.
- ix. IPR Cell will keep proper records of all IP applications from the University.
- x. While replying to applications under the Right to Information Act 2005 (“RTI Act”), IPR Cell may ensure that the novelty of the innovations (for the purpose of patent protection) shall not be defeated. The relevant provisions of the RTI Act may be consulted in this regard.
- xi. In cases of allegations of infringements of IPRs by any researcher of the University or any third party, the University may refer the matter to IPR Cell and seek its opinion on appropriate course of action.
- xii. In cases wherein any third party infringes upon the IPRs of University, the University may seek the opinion of IPR Cell on the appropriate action to be taken and the IPR Cell may make recommendations to the Vice Chancellor for any legal course of action.
- xiii. The IPR Cell may conduct periodic audit of University IP.

### **C. IP Protection through IPR Cells: Implementation Process**

- i. Once IPR Cell receives a proposal from a researcher, the IPR Cell may initiate the process IP protection. In cases of all forms of IP protection, the IPR Cell may screen the applications as expeditiously as possible and provide necessary support for shortlisted applications to get necessary IP protection. In case of patent applications, the IPR Cell may take inputs from subject experts as well as legal experts where it is absolutely essential and cannot be assessed jointly by inventors and IPR Cell, such inputs to be taken after appropriate Non-Disclosure Agreement (NDA) between University and the expert, from within or outside the University, during the screening process.
- ii. IPR Cell Wherever necessary, the IPR Cell may forward the application to PIC, DST, Government of Rajasthan, for more inputs and support.

- iii. If an innovation is recommended by the IPR Cell for patent protection, IPR Cell may forward the details to TISC, PIC, DST, Government of Rajasthan for patent filing through PFC-TIFAC, DST, Government of India.
- iv. In cases of urgency, the IPR Cell may also file patent applications through alternative means, i.e., private patent agent/attorneys. All the expenses in this regard maybe met out of the IPR Cell budget or the budget of the relevant research project, depending on availability of funds.
- v. In cases of joint patent applications of the University with the funding agency, the costs of filing shall be shared between the joint applicants and IPR Cell may facilitate the filing of applications, as per the agreement between the parties. However, if the funding body does not want to file the patent application through the University IPR Cell, the funding body will be required to bear the entire expenses towards joint patent application and prosecution.
- vi. The IPR Cell shall always ensure that the IP protection measures it suggests are not in conflict with the open access/ open data policies of the University/ government and it shall take due measures to help the researchers comply with such policies.
- vii. The IPR Cell shall undertake due measures for creating awareness about different open initiatives like open access, open data, and open-source software, through different channels including awareness and training programs.
- viii. Decisions with regard to maintenance of IP will be based on the guidelines evolved by the IPR Cell and it shall be based on the need and potential of the IP.
- ix. The IP protection abroad will be evaluated by a high-powered committee chaired by the Honorable President or his/ her nominee. This committee may consist of the Registrar, Head of the Finance Section, Chairperson of the IPR Cell, two members of the IPR Cell, and two external experts.

#### **D. IPR Cell: Appeal Procedure with regard to Decisions of the IPR Cell**

In case of any grievances regarding any of the decisions taken by the IPR Cell, including, but not limited to, ownership of IP, processing of proposals, procedures adopted for implementation of IPR Policy, any aggrieved person may file an appeal to the Honorable President of the University and the decision taken by her/ him shall be final.

## **15. DISPUTE RESOLUTION**

### **A. Mediation**

In the event of a dispute on any of the IP related matters or the interpretation of the provisions of IPR Policy, the matter shall be initially referred to the IPR Cell and it shall investigate the matter

thoroughly within a given time frame and with priority. Wherever a settlement is desirable, the IPR Cell shall take all efforts to settle the matter through mediation. If the dispute in question is not one that can be settled through mediation, it shall recommend appropriate remedies to the Honorable President of the University for Urgent Decision.

**B. Jurisdiction**

Any disputes arising from the terms and conditions of any IP-related agreement entered into by the University shall be subject to the jurisdiction of the Jaipur District Court.

**16. REVIEW CLAUSE**

The University may review the policy in every three years as per the recommendations or guidelines of Patent Information Centre, Department of Science & Technology, Government of Rajasthan.