



**D.Y. PATIL EDUCATION SOCIETY**  
**[Deemed to be University], Kolhapur**  
Re-accredited by NAAC with 'A' Grade



# **INTELLECTUAL PROPERTY RIGHT POLICY**

## INTELLECTUAL PROPERTY RIGHT POLICY

### I. PREAMBLE

The D. Y. Patil Education Society (Deemed to be University), Kolhapuris dedicated to teaching, research and the extension of knowledge to the public. The university recognizes its responsibility to produce and disseminate knowledge. Inherent in this responsibility is the need to encourage creativity and scholarly works and the development of new and useful materials, devices, processes, and other intellectual property. The creation of this intellectual property may have potential for commercialization, which thereby contributes to the professional development of the individual involved, enhances the reputation of the university, provides expanded educational opportunities for students and promotes public welfare. It is in this context of advancing the common goal that the university supports and encourages the efforts directed towards bringing the fruits of the university research in diverse fields of knowledge to public use and benefit. The university is committed to providing an environment where scholarship and innovation can flourish and those participating can be justly rewarded for their efforts. The university recognizes that the research and teaching missions of the university always take precedence. At the same time the University encourages the development of inventions and technology for and benefit of the public, the university and the creators. In order to establish the respective rights and obligations of the university, its faculty, students and other employees to intellectual property of all kinds, now and existing, the University is adopting this **Intellectual Property Right Policy**.

**Purpose:**

This policy shall govern the Intellectual Property Rights of the university, faculty members, students and others in the work, product, ideas and inventions created in connection with the activities of the University.

The university has created this Intellectual Property Policy for the management of intellectual property to:

- a). Promote, preserve, encourage and aid scientific investigation and research;
- b). Provide an organizational structure and procedures through which inventions and discoveries made in the course of the university research may be made readily available to the public through channels of commerce;
- c). Establish standards for determining the rights and obligations of the University, creators of intellectual property (e.g., inventors, developers, authors) and their sponsors with respect to inventions, discoveries and works created at the University;
- d). Encourage, assist and provide mutually beneficial rewards to the University and members of the University and others who transfer University intellectual property to the public through commercial channels under this Policy;
- e). Ensure compliance with applicable laws and regulations and enable the University to secure sponsored research funding at all levels of research; and
- f). Enhance the reputation of the University as an academic research institution and a member of society by pursuing the highest ideals of scholarship and teaching and by conferring the benefits of that scholarship and teaching on the University community and society.

The Policy provides the structure for preservation and use of intellectual property and procedures through which inventions and discoveries made in the course of the university research are made available to the public through the transfer of technology. The variety of intellectual property and the mechanisms for the transfer of technology are vast, and it is not possible to address all of the possibilities in this Policy.

## **II. COMMENCEMENT OF THE POLICY**

The policy shall come into effect from the date approval granted by the University.

## **III. DEFINITIONS** In the policy:

- (i) **Assignment:** Means the transfer of rights or title in the Intellectual Property in writing.
- (ii) The University currently consists of Dr. D. Y. Patil Medical College, D. Y. Patil College of Nursing, Centre for Interdisciplinary Research, D. Y. Patil College of Physiotherapy, and D. Y. Patil School of Hospitality studies & D. Y. Patil School of Allied Health Science and will also include any institute established by it.
- (iii) **Intellectual Property:** Intellectual Property means Patents, Trademarks, Copyrights, Trade Secrets and other species such as computer software or printed material, any new and useful process, machine, composition of matter, life form, article of manufacture, software, copyrighted work, such things as new or improved devices, circuits, chemical compounds, drugs, genetically engineered biological organisms, data sets, software, musical processes, or unique and innovative uses of existing inventions.
- (iv) **Copyrightable Materials:** Copyright and Copyrightable materials are as defined in the Indian Copyright Act. These shall include the following in original:
  - (1) Books, journal articles, texts, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests, and proposals;
  - (2) Lectures, musical or dramatic compositions, unpublished scripts;

- (3) Films, filmstrips, charts, transparencies, and other visual aids;
- (4) Video and audio tapes or cassettes;
- (5) Live video and audio broadcasts;
- (6) Programmed instructional materials;
- (7) Research notes, research data reports, and research notebooks; and
- (8) Other materials or works other than software which qualify for protection under the Indian Copyright Act, 1957.

**(iv) Creator(s):** mean the faculty, staff, and other persons employed by the University whether full or part-time; visiting faculty and researchers; and any other persons, including students, who create intellectual property using University resources.

**(v) Confidential Disclosure:** means an agreement between disclosing and recipient parties, or a term in a Research Contract or License Agreement.

**(vi) Direct Expenses:** are the costs associated with the development, protection, maintenance and licensing of intellectual property. Such costs do not include the regular payment of salaries or other overhead costs of the University.

**(vii) Educational Materials:** means the content and associated tools and technologies for delivery of content, including materials developed for traditional “face to face” classroom courses, as well as other delivery methods such as Internet web-base delivery or other distance learning media. For the purposes of this Policy, Educational Materials do not normally include works such as textbooks, articles, papers, scholarly monographs, or artistic works produced in the normal course of academic scholarship.

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

**(ix) Know-how:** means the knowledge, innovations, practices, expertise, processes or procedures, and secrets of individuals regarding the use of a material, product or resource, or the practice of a method, for a particular purpose.

**(x) Publication-** Means a publication/information enabling disclosure of an Invention in printed form which abstracts, student theses and, in certain instances, grant proposals.

**(xi) Patent and Patentable material:** Patent and Patentable materials are as defined in Indian Patent Act 1970. These include inventions of new products and processes.

**(xii) Substantial use of the university facilities or resources:** Means the regular utilization of the university facilities, equipment, personnel or other resources owned by the University.

**(xiii) University Research:** Means any research or development activity which is undertaken by the University, or which is related to duties and responsibilities for which a person is compensated by the University, or which is conducted with substantial use of the university facilities, or resources.

**(xiv) University Resources:** Means all tangible resources provided by the University to Creators, including office, lab, studio space and equipment; computer hardware, software, support; secretarial service; research, teaching, and lab assistants; supplies; utilities; funding for research and teaching activities, travel; and other funding or reimbursement.

#### **IV. SCOPE OF THE POLICY**

This policy apply to faculty, staff, graduate students, post-doctoral fellows, and non-employees (including visiting faculty, affiliate and adjunct faculty, industrial personnel, fellows, etc.) who participate in research projects in the university.

## **V. OWNERSHIP OF INTELLECTUAL PROPERTY**

**General Statement of Ownership:** Subject to the exceptions mentioned hereinafter, all intellectual property (including lab notebooks and other tangible intellectual property) created as a result of the University research or created by substantial use of the university facilities or resources shall be owned by the University and the Creator of intellectual property jointly and where there has been external Corporate, Foundation, Trust or Industrial funding it shall be owned by the university, Creator of intellectual property and Corporate funding agency, if any, jointly provided such corporate agency has provided funding for a particular research/invention/intellectual creation under a specific agreement with the University. Intellectual property rights of which the university is the co-owner shall be managed by the IPR Cell of the University as defined hereinafter.

**Exceptions to the General Statement of Ownership:** The Creator at his/her option may retain ownership of the following:

- (i) All intellectual property developed without substantial use of the university resources.
- (ii) All rights in artistic, literary and scholarly intellectual property, such as scholarly books, articles, and other publications (including those in electronic form). Works of art, literature and music recordings are owned by their creators despite the use of the university resources so long as such works are not the products of the university research, neither created under the direction and control of the University nor developed in the performance of a sponsored research or other third-party agreement; and
- (iii) All copyright in research papers, theses and dissertations written as a student to earn credit in the university courses or otherwise to satisfy the university degree requirements.

**Other Ownership Options:** Upon mutual agreement, a creator may assign IPR, he or she would otherwise own to the university to be managed by the IPR Cell. If the university cannot, or decides not to, proceed in a timely manner to protect and/or license University-owned intellectual property, it shall assign ownership to the creator upon request to the extent permitted by these Ordinances and third-party agreements, if any, provided such research does not lead to copyrightable/patentable intellectual property.

## **VI. CREATION OF INTELLECTUAL PROPERTY**

Intellectual Property consisting of Patentable or Copyrightable material can be created in the university in the following three ways:

- (a) The university undertaking an assignment either from an external agency or by its own decision to take up creation of a specific Copyrightable or Patentable material and assign a team of its faculty/researchers to accomplish it.
- (b) Individual faculty/researchers or a team of researchers may develop copyrightable or patentable material during the course of their research or as a specific Project.
- (c) An external funding agency, be it a Foundation, Trust, Industry, Commercial undertaking or a company may enter into a specific agreement with the university and to develop some specific Copyrightable or Patentable material.

## **VII. RESPONSIBILITIES OF THE UNIVERSITY**

The university administration shall:

- (a) At its discretion assign management including patenting/ copyrighting, negotiating and assigning or licensing commercial use of such intellectual property to the specified agency as the University may consider reasonable or the university may manage such intellectual property through IPR cell.



- (b) Educate faculty members, staff and others regarding University's intellectual property. Provide support as it deems necessary or desirable to obtain legal protection of intellectual property in which University has stake/share. Facilitate the transfer of such intellectual property for economic use and develop mechanisms within the policy for the assignment and management of Intellectual Property;
- (c) Provide legal support as it deems 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; Share royalties, equity or other income derived from intellectual property in which the University as stake/share;
- (d) Report to research sponsors as required by research and licensing agreements, and applicable laws and regulations in a timely manner.
- (e) Provide oversight of Intellectual Property management and technology transfer to ensure adherence to the policy.
- (f) Take appropriate actions to protect the Intellectual Property in which the university has stake/share. The University acknowledges the importance of transferring its Intellectual Property in an appropriate, timely and cost-effective manner. To that end, the University shall establish efficient mechanisms for assignment of Intellectual Property, so as to maximize the value of the intellectual property for the creator/ funding agency, if any and/or the university.

## **VIII. RESPONSIBILITIES OF THE CREATORS OF INTELLECTUAL PROPERTY**

The creator of the intellectual property shall;

- (a) Make an invention disclosure in a thorough and timely manner of all inventions, discoveries and other works that are patentable/copyrightable and in which University has stake/share as described in the policy;
- (b) Provide such assistance as may be necessary throughout the assignment process to protect and effectuate transfer of the intellectual property;
- (c) Arrange for the retention of all records and documents that are necessary to the protection of the intellectual property;
- (d) Abide by all commitments made in license, sponsored research and other agreements made in accordance with the policy;
- (e) Have the further responsibility to properly consider, disclose and manage any possible conflicts of interest arising from agreements to commercialize intellectual property;
- (f) to manage, including bearing patent/copyright, assigning it for economic use or licensing it similarly on terms to be finalized jointly by head of the IPR cell, inventor/creator and financing agency, if any for the research project which lead to such an invention/creation.

## **IX. INTELLECTUAL PROPERTY RIGHT (IPR) CELL**

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

The meeting of the IPR Cell shall be convened by the Chairman from time to time. The term of the committee shall be five years. The IPR Cell shall lay down its own procedure for conduct of its business.

The university shall provide adequate support and secretarial staff headed by an office of at least Deputy Registrar level for smooth functioning of the cell. The responsibilities and the functions of the IPR Cell shall include amongst other following:

- (a) to assign management, utilization, licensing and protection of intellectual property in which university has a stake/share.
- (b) endeavor to negotiate and manage agreements to the best advantage of the creator and the university as are consistent with the Intellectual Property Policy .
- (c) provide all legal support as deemed necessary or desirable for the protection of the university's intellectual property;
- (d) prepare legal instruments necessary to realize the technology transfer objective;
- (e) provide legal and administrative support following such realization as needed; and
- (f) management of conflicts of interest, including negotiating agreements which are consistent with the policy.

## **X. TECHNOLOGY TRANSFER ACTIVITIES**

### **Assignments, disclosure & confidentiality.**

The creator shall make a confidential disclosure to the IPR Cell in writing as soon as possible if the University has an ownership interest and if the intellectual property/technology may be patentable, copyrightable or has potential for commercialization and licensing. The IPR Cell will provide disclosure forms on request. The creator may consult the IPR Cell with respect

to his duties to disclose inventions and the manner and timeliness with which such disclosures should be made to the IPR Cell.

The disclosure should contain sufficient detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation and technical characteristics of the creation. The creator (s) should also be responsible to update the IPR cell in a timely manner of any developments involving publications, sale or use of which he becomes aware after the confidential disclosure.

### **Determination of Intellectual Property for Protection and Commercial Development.**

- (1) If the creator claims an ownership interest in intellectual property or has a question about whether an assignment must be made to the university, the intellectual property shall be disclosed to the IPR cell and the claim or question clearly stated. The university, through the IPR cell, will provide a determination of rights within a reasonable time following submission, generally not to exceed 90 days. The determination may be appealed to the Vice Chancellor for a final adjudication.
- (2) The IPR cell will evaluate inventions and other intellectual property disclosed to the IPR cell to suggest the form of intellectual property protection, if any, that should be considered and also the potential for commercial exploitation. Thereupon it shall either assign the task of securing patent/copyright in the intellectual property and of managing its subsequent economic use to the specialist agency or do so itself in a timely and efficient manner. Direct expenses associated with obtaining protection for intellectual property in which University has stake/share shall be borne by the University if such intellectual property is being managed by the IPR cell, by the specialist agency if University has entrusted management of intellectual property from specialist agency of IPR cell on grounds of non-performance.

**Agreement among the University, Creators and Companies, for financial research leading to invention/discovery and its economic use:**

When a researcher in the University does research leading to invention/discovery/creation or when a funding agency funds such research in the university there is no need for an agreement to be drafted and executed. However, when an Industry, Company, Foundation or Trust provides full funding beyond the available resources and equipment in the university, an agreement between the University, Principal Researcher and authorized representative of the Funding Agency (Company, Industry, Trust or Foundation) shall be executed in each case before such sponsored research is taken up. Such agreement must provide for:

- (a) management of intellectual property as provided for in this policy.
- (b) that the funding agency shall have right of first and exclusive use of intellectual property created through such sponsored research and for share of the university and researcher in income to be derived from economic use of such intellectual property to be determined on revenue sharing basis of which the details will be specified in the agreement, Provided that the funding agency may agree to license use of such intellectual property in the beginning itself or subsequently at any stage, to other commercial/ industrial bodies on terms to be decided jointly by the signing parties at the time of such agreement in each case.
- (c) share of the university and of inventor/creator in income from funding agency or share of funding agency, the university and inventor/creator in income from any other third party shall be receivable in all cases by the University only. It shall be upto the university to determine and distribute the share of inventor/creator subsequently in the first case and of funding agency and inventor/creator in the latter case.

## **XI. SHARE OF UNIVERSITY, INVENTOR/CREATOR AND ASSISTANTS**

The net earnings from the commercialization of IP owned by the University would be shared as per Consultancy Policy.

## **XII. DISPUTE RESOLUTION**

Any disputed issue related to the intellectual property or the interpretation of the policy, shall be decided as follows:

Any disputed issue that cannot be resolved with the assistance of the IPR cell shall be referred to a tribunal of Arbitration at the instance of the University. The decision of this tribunal of Arbitration shall be final between the parties for any disputed issue related to intellectual property, revenue sharing or the interpretation of this policy.

The tribunal shall consist of three-member committee appointed by the Vice-Chancellor.

The process of resolving the dispute shall be completed expeditiously and except in unusual circumstances within two months

The tribunal of Arbitration shall have power to regulate its own procedure in consonance with principles of natural justice

## **XIII. MISCELLANEOUS**

**Amendments:** The university reserves the right to amend the policy at any time as required. The Board of Management (BoM) on recommendation by the IPR Cell may amend this policy.

**Waivers:** The University may grant a waiver from the provisions of the policy 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 account the best interest of

the University and the facts of the particular situation. Every waiver and reasons for it shall be reported to the BoM in its next meeting.

**Educational Materials:** Educational Materials represent a broad spectrum of copyrighted works. These materials encompass traditional educational materials such as material for lessons and course material as well as other methods of course delivery such as Internet-based learning. Educational materials produced in the normal course will generally be owned by the creator of the educational material. Certain circumstances, may however, give rise to claim of joint ownership by the University. Because all possible circumstances cannot be envisioned by the policy, each particular situation will have to be evaluated on its own facts to determine ownership interests.

**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.