



Intellectual Property Policy of Navrachana University-2021

1. Preamble

Navrachana University is a Private University established under the Gujarat Private University Act, 2009. The University consist of Five schools: School of Business and Law, School of Engineering and Technology, School of Liberal Studies and Education, School of Environmental Design and Architecture and School of Science, we have around 27 programs across all the schools. The University has embarked on a new educational paradigm that lays simultaneous emphasis on disciplinary education, inter-disciplinary education, professional education and general education. In 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.

Intellectual Property Right (herein after referred as 'IPR') is one of the important tool that allow innovators and creators to benefit from their investments into creativity and innovation. It may provide a competitive edge to an organisation and also help individuals and organisations to build strategic alliance for socio-economic and technological growth. With the help of Intellectual Property Rights Policy (hereinafter referred as "IPR Policy") in place, the University wishes to underscore the importance of IP and urges all faculty, staff and students to document their innovative and creative outputs with a view to identify and protect their IP. The University is keen to facilitate IP generation, protection and its application for shared benefits to both University and inventors in a transparent manner. For the facilitation of the IP policy, the University will constitute the Intellectual Property Cell (hereinafter referred as "IPC"). The office of the IPC shall deal with all activities relating to IP of the University.

2. About the Document:

1. This document identifies all issues that concern generation of IP by the faculty, staff and students of Navrachana University, protection of IP in the form of patent, copyright, trademark, etc., and the licensing of its IP rights to third parties for commercialization.

2. 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.
3. The document outlines the university's policy towards:
 - a) Publication of research outcomes in journals or at conferences or in the form of books
 - b) Establishing ownership of IP created by its faculty, staff and students, or co-ownership in case of research is sponsored by a third party or research is conducted in collaboration with researchers from another organization,
 - c) Licensing of, or transfer of, IP rights to third parties for commercialization and consequent sharing of revenue with co-inventors,
 - d) Dissemination and enforcement of IPR policy, including its reflection in employment contracts, in agreements concerning research grants or collaboration with other organization, or in contracts with vendors supplying goods and services to the university,
 - e) Academic recognition or reward to the faculty for generation of IP in the form of a patent, copyright etc.
 - f) Establishing a university-wide Centre or Cell to manage all aspects of IP, including generation, protection and licensing of IP, together with budgetary and administrative support needed therefore.
4. The document should be periodically reviewed, and changes made depending upon need and experience gained.

3. Definitions:

In this document the following definitions shall apply,

1. "The University" means Navrachana University.
2. "Member" means full-time faculty (including tenured faculty, "visiting faculty", & "faculty on-contract") and full-time staff employed by the University. It also includes students enrolled on a full-time basis in an undergraduate (UG), post-graduate (PG), or doctoral (PhD) or post-doctoral fellowship (PDF) programme. Part-time faculty, Guest faculty, Adjunct faculty or students enrolled in any UG/PG/PhD program on a part-time basis are also considered "members" but only to the extent of their engagement with the university, and not outside.
3. "IP generated" means IP generated by a member during the member's tenure /engagement with the University.
4. "IP rights" means ownership of IP, together with identification of list of members who have contributed to creation of such IP.
5. "Tenure" means to the actual period of employment or studentship.

6. "Infrastructure facilities" means physical infrastructure such as laboratories, lecture rooms, IT resources (including computer and storage servers, specialized software), and other services provided by university (such as HR, Finance & Accounts). Infrastructure facilities will exclude use of the Library, access to Internet and email services and other facilities such as on-campus housing, gymnasium.
7. "Employee's obligations to the University" means work carried out by a member as part of deliverables expected of him/her as part of employment or studies. This includes research, teaching, administration, or service to the university.
8. "Sponsor" means an organization that commits itself to providing funds, equipment, etc. for a defined, time-bound activity at the university such as basic/applied research, consulting assignment, etc.
9. "Assignment" is the transfer of rights or title in the intellectual property in writing.
10. "Patent" - is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something, or offers a new technical solution to a problem.
11. Trade/Service mark- means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colors.
12. "Industrial Design"- means only the features of shape, configuration, pattern, ornament or composition of lines or colors applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.
13. "Traditional Knowledge"- The knowledge developed by the indigenous or local communities for the use of a natural resource with respect to agriculture, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.
14. "Geographical Indications" - means an indication which identify such goods as agricultural goods, natural goods as originating or manufactured in the territory of a country or a region or locality in that territory where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin and in case where such goods are manufactured, one of the activities of

either the production or of processing or preparation of the goods concerned takes place in such territory, regions or locality as the case may be.

15. "Copy-right" 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.
16. "Copyrightable material": includes
 - (a) books, journals, articles, texts, glossaries, laboratory, manuals, syllabi, tests and proposals, study guides, bibliographies;
 - (b) lectures, musical or dramatic compositions, unpublished scripts;
 - (c) films, filmstrips, charts, transparencies, and other visual aids, Vide-audio tapes and cassettes;
 - (d) live video and audio broad-casts;
 - (e) programmed instructional materials;
 - (f) research notes, research data reports and research note books; other materials or works other than software which qualify for protection under the Indian Copy-right Act.
17. "Creator(s)" include any employee of the University whether employed full time or part time or on probation or temporary basis either in the University and/or in projects and those who are research workers, research scholars or students or project fellows who are responsible for the creation of an intellectual property using the facilities of the University.
18. "Confidential disclosure" means an agreement between disclosing and recipient parties or a term in a research contract or license agreement.
19. "Direct Expenses" include the costs associated with the development, protection, maintaining and licensing of intellectual property, including the regular payment of salaries or other overhead costs of the University.
20. "Educational material" comprise the content and associated tools and technologies for delivery of content, including material developed for traditional face to face class room courses as well as other delivery methods such as through internet or other distance learning media. For the purpose of this policy, educational material do not normally include works such as text books, articles, papers, scholarly monographs or artistic works produced in the normal course of academic scholarship.
21. "Invention disclosure" means a written description of an invention that is confidentially made by the inventor to the university.
22. "Intellectual Property" shall include any property generated out of intellectual effort of the creator(s).

It includes but not limited to:-

- (i) New and useful scientific and technical advancement in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties which are patentable.
- (ii) Industrial and architectural designs, models, drawings software, creative, artistic and literary works, teaching resource materials generated, records of research etc, which are copyrightable.
- (iii) trademarks, service marks, logos etc.

- 23. “Know-how” refers to the knowledge, innovations, practices, expertise, processes or procedures, and secrets of individuals regarding the use of material, product or resource, or the practice of a method for a particular purpose.
- 24. “Patent and patentable materials” are as defined in Indian Patent Act 1970 and further amended from time to time. The patentable material includes discoveries and inventions of new products and processes.
- 25. “Patentee” means the person for the time being entered on the register of patents kept under the Indian Patent Act as the generator or proprietor of the patent.
- 26. Publication means a public enabling disclosure of an invention and may be verbal or printed. Printed publication includes abstracts, student thesis and in certain instances, grants and proposals.
- 27. Revenue means any payment received as per an agreement by the NUV, usually for the use of an intellectual property of the University through a license.

4. Applicability of IPR Policy:

- 1. This policy on IP rights (IPR) will apply to full-time members of the university (and this includes faculty, staff and students).
- 2. This policy on IPR will also apply to all part-time “Guest” or “Adjunct” faculty or part-time students, but only to the extent of their engagement with the university.
- 3. This IPR policy will also have a bearing on an agreement that the university signs with a sponsoring organization, collaborating organization or with a vendor.

5. Ownership of IP:

1. Publications

- a) The university recognizes that globally faculty and students prefer to publish their research outcomes or creative works in the form of journal articles, papers presented in conferences, newspaper articles, or as books. They do so

in order to ensure that the research outcome is disseminated globally, and in the shortest possible time.

- b) As a consequence, the university encourages its members to publish their findings in journals, conferences, newspaper articles, or as books, etc. even as the university recognizes that relevant publishers will own copyright to such works. In all such cases, the University will not seek to own rights to such IP.
- c) However, members should understand that publication in a journal or at a conference, or as a book may jeopardize any effort later to file a patent application.

2. Other Creative Works

- a) The university recognizes that there are forms of creative works for which the copyright will either vest with the creator(s) or with the organization that publishes them. Consequently, the University will not seek ownership to such works. Such creative works include, but is not limited to, blogs, newspaper articles, films, documentaries, music compositions, teaching and learning materials, etc.
- b) Unless otherwise agreed to, under the conditions listed above, the University will seek assignment of copyright to such creative works if it is specifically commissioned by the University by way of funds, ideas, etc.

3. IP Generated by Faculty or Students

- a) The university will seek to own, and thus protect, all IP generated by its faculty or students as part of their obligations to the University. This is, however, subject to certain conditions set forth below.
- b) The university will not seek to own, nor protect, any IP generated by its members which is unrelated to their obligations to the university, and does not use university's infrastructure.
- c) IP generated from a project funded by a sponsor will be generally owned by sponsoring agency. However, depending upon the level of funding and research contribution by sponsor, co-ownership of IP may be negotiated by the university and incorporated into an agreement before the project is started.

4. IP Generated out of Research Collaboration

- a) Ownership of IP generated as a result of research collaboration with researchers from another organization, which is not funding the research will be decided mutually anytime during course of collaboration.

5. IP Generated from Consulting Assignment

- a) IP generated from a consulting assignment awarded to a member by a sponsor will generally be owned by the sponsor.
- b) However, if significant resource(s) of the university are used, or if the assignment is only partly funded by sponsor, the university will negotiate with the sponsor co-ownership of IP so generated.

6. Academic and Teaching Programmes:

- a) For every academic (or teaching) programme offered by the University, the University will own the IP concerning its curriculum or co-curriculum (viz. description of admission & graduation requirements, programme structure, pre-requisites, description of individual courses together with associated credits, standardized lab experiments together with lab manual, pedagogy, etc.).
- b) However, copyright to all teaching/learning resources developed by member(s) shall vest with the member(s). This includes lecture notes or slides, tests, quizzes, home assignments, learning materials, etc.

7. IP Generated by start-ups:

- a) IP generated by start-ups that are part of University's incubation programme shall be owned by the start-up.
- b) This will remain so even though members are engaged with a start-up company on a part-time basis or full-time basis on leave from the university (this is also covered by policy statement concerning IP generated during a member's visit to another organization on leave from the university).

8. IP Generated by Contractors, Consultants and Vendors

- a) All IP generated by contractors, consultants or vendors as part of their engagement with the University will be owned by the University, unless agreed to otherwise as part of the contract.

9. Access to IP owned by the University

- a) As a matter of IPR policy the University allows its members free access to all IP that it owns (or co-owns with another organization) and its use for purpose of teaching and continued research at the university.

10. IP generated by members while visiting another Organisation:

- a) Any IP generated by any of its members while visiting another organization on leave from the university will be subject to the IPR policy of that organization.
- b) However, if the IP so generated has its origin while working at the University prior to the visit, the University and the organization may enter into an agreement to co-owner IP or assign IP to either organization.

11. Protecting IP Rights

- a) Every time an inventor (or group of co-inventors) identify and propose that a certain research outcome be protected by the University, the University will follow a defined process to determine whether it will seek protection of the proposed IP in the form of a patent (or copyright, or trade mark or design).
- b) If the university decides to proceed with protection of IP, the university shall put in the requisite time, effort and funds and seek protection of IP within India and/or in other regions.
- c) The concerned member(s) will, on their part, provide all technical details including consent necessary to file an application for obtaining rights on such IP.
- d) Once granted, the university will set aside funds for subsequent maintenance of patents or copyrights.
- e) However, in case where the university decides to not proceed with protection of IP, the member(s) may proceed to protect the IP by filing for patent or copyright registration at their own cost, and claim ownership to the IP.
- f) In such cases the university will seek the right for its members to use the IP for purpose of teaching and continued research at the university.

12. Commercialization of IP

- a) The university will evolve processes, together with terms for one-time (or periodic) royalty payments, by which it grants license, or outright transfer, to a third party for commercialization of IP that it solely owns, or co-owns with a collaborator.
- b) In case of any IP it co-owns with a collaborator (or sponsor), the university will engage with the collaborator before granting license to a third party for commercialization of IP.
- c) The university will be liberal in granting license to a start-ups, if one of the inventors of IP is a promoter of the start-up.

- d) Even in cases where IP is licensed or transferred to a third party, the university will seek to retain the right to use the IP for purpose of teaching and continued research at the university.
- e) The university will evolve a formula for sharing with inventors a part of the royalty payments it receives as a result of licensing or outright transfer of IP

6. Revenue Sharing

The revenue generated from the Intellectual Property shall be distributed as follows:

When University is the Inventor/Creator, the income from economic use of intellectual property will be shared amongst **the University and Research Team as 60% and 40%** respectively.

1. When the individual researcher or a team of researchers is the Inventor/Creator and has used substantial University resources, the Revenue shall be shared amongst the individual researcher, team of **researchers and the University and as 60%, 40%** respectively.
2. When a Company, Industry or Commercial Undertaking other than Funding Institution has funded for the research project. Such income will be shared **as 60% and 40% between the Funding Agency and the University respectively.** The University will distribute the income it so derives to itself, to the researcher/team of researchers.
3. The shares as mentioned above shall be determined after deducting the direct expenses if any from the total income received by the University.
4. The creator(s) share would be declared annually and disbursement will be made to the creator(s) or their legal heir, whether or not the creators are associated with the University at the time disbursement.
5. Co-creators that is research team members of IP shall sign at the time of disclosure a Distribution of IP earnings agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The co- owners of intellectual property may at any time by mutual consent revise the distribution of IP Earnings.

7. Evaluation and Management of IPR

IPR Cell 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. The IPR Cell will get it evaluated through the IPR Advisory Committee and also by co-opting the 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 the future.

8. Set-up of IP Cell

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

1	Chairman (Provost/Vice Chancellor of University)
2	Registrar/ Deputy Registrar (Member Secretary)
3	Chairperson (To be nominated by the Vice Chancellor/Director/Director-General/Principal)
4	Member Coordinator
5	Members – at least one faculty member each from Basic Sciences, Engineering, Humanities, and Social Sciences
6	Two IP experts as members – Internal or external two members with relevant IP expertise may be appointed as IP experts.
7	University Finance Officer

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 Vice-Chancellor, 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.

9. Dispute Resolution

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. If the dispute in question is not one that can be settled through IP Cell, then the dispute shall be resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the Rules there under, as amended from time to time. The arbitration shall be conducted by a sole arbitrator, who shall be a person appointed by the Provost. The venue of such Arbitration shall be at Vadodara, Gujarat.

Annexure I: IP Agreement Form

Annexure II: Invention Disclosure Form

Annexure III: Fee Structure for Complete Patent Payable at Indian Patent Office.



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Annexure I: IP Agreement Form

**INTELLECTUAL PROPERTY AGREEMENT WITH ALL ACADEMIC/
NON- ACADEMIC STAFF OF NAVRACHANA UNIVERSITY**

1. Name (CAPITAL LETTERS)
First Name Middle Name Surname

2. I submit that by virtue of:

- My employment at Navrachana University (NUV) and /or
- My participation in research at NUV
- Opportunities provided or to be provided by NUV which result in significant use of NUV funds and facilities, and/or
- Opportunities to have a share in royalties and other inventor(s)/author(s) as per Intellectual Property Guidance.

I, hereby agree that:

A. I shall promptly disclose and assign to NUV any right to all inventions, copyrightable materials, computer software, semiconductor mask patterns, tangible research property and trademarks (Intellectual Property) conceived, invented, authored or validated to practice by me, solely or jointly with others which:

- (i) are an outcome of sponsored research or any other agreement to which I have direct or indirect participation or
- (ii) are an outcome of substantial utilization of NUV resources or
- (iii) is an outcome of “work-for-hire” as per IPR guidelines.

B. I shall cooperate with NUV to obtain, protect or exploit the intellectual property through legal protection such as patent, copyright, etc.

C. I shall make available all documentation to NUV for intellectual property.

D. I shall surrender to NUV the documents related to intellectual property if I leave NUV for any reason or at any other time asked for such documents.

E. I shall assist the university in technology transfer/licensing to entrepreneurs.

F. The agreement will be in force for the entire period specified and even after the termination of my employment or other association with NUV.

Signature of Staff _____

Signature of Head _____

Name of Staff _____

Name of Head _____

Department _____

Date _____

Date _____



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Annexure II: Invention Disclosure Form

INVENTION DISCLOSURE FORM

1. Title of the Invention _____

2. Inventor(s) filing the patent

Name(s) _____ Designation(s) _____

Dept. _____ Office Address _____

Office Phone _____ E-mail _____

3. Principal Investigator: _____

4. Is the patent (to be filed) a process or a product?

5. Description of the invention (enclose signed page)

a. The problem for which solution was researched

b. How the invention solves the problem

6. Date of start of the project

7. Project is funded by

8. Give literature search (prior art) details (enclose signed page)

a. Journal articles and other publications

b. Patents

9. Unique features of the invention as compared to prior art

10. Any environmental issues?

11. Has the work been displayed anywhere? If yes, when?

12. Has the work been reported/published/presented (oral or poster) anywhere? If yes, give a Full description.

13. Has any related patent been filed by the inventor?

14. Commercial aspects of the invention

15. Potential Licensees

16. I agree to assign my rights in the invention to Navrachana University

Signature of Inventor

Signature of Head _____

Name of Inventor _____

Name of Head _____

Department _____

Date _____

Date _____



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Annexure III: Fee Structure for Complete Patent Lifecycle payable at Indian Patent Office

1. The fee structure can be downloaded from the Government Website, www.ipindia.gov.in at

https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&ved=2ahUKEwiPjpSM9O7zAhXSzDgGHXPhD7QQFnoECBAQAQ&url=http%3A%2F%2Fipindia.gov.in%2Fwritereaddata%2FPortal%2FIPPOFormUpload%2F1_11_1%2FFees.pdf&usg=AOvVaw1-uGhBvm-vPF4FU6X2F2xG.

2. This fee structure, published by the Government of India vide the Department of Promotion of Industry and Internal Trade under the Ministry of Commerce and Industry on 9th February 2021, is expected to be in force soon. However, as of now, the universities are treated as 'Others', not as 'Natural Person' or its equivalent.

3. In addition to the above-mentioned Government fees, there will be the patent agent/attorney fees that may range between Rs 50,000 to 1.5 Lakhs depending upon the reputation of the patent agent/attorney.