

Jawaharlal Nehru University
New Delhi 110067



**INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY
(2017)**

I. Preamble:

JNU was established through Act 53 of 1966 of the Parliament of India, where it is stipulated that “The objects of the University shall be to disseminate and advance knowledge, wisdom and understanding by teaching and research and by the example and influence of its corporate life and in particular the objects set out in the First Schedule”. In the First Schedule it states “JNU to make special provision for integrated courses in humanities, science and technology in the educational programs of the University take appropriate measures for promoting interdisciplinary Studies in the University”. Therefore, it is necessary that the knowledge generated through research, teaching, and collaborative endeavours gets encouragement and facilitation to be translated easily into Intellectual Property Rights of the stakeholders. Encouragement, promotion and safeguarding the innovations generated by the faculty, students, research scientists and staff members of the University is of concern. Hence, it is necessary to formulate a IPR management policy, procedural guidelines, and administrative structure for making the inventions made in the course of research carried out in the University available to the public while providing adequate safety to the IPR. Introducing prudent IPR management practices within the University system to promote the IPR culture is equally significant. This will enable the University to make appropriate use of developed IPR with the maximum possible benefit to the inventors, the University, and the nation at large. Needless to say, the University must safeguard the interest of inventor(s) of IP, and provide fair distribution of returns accruing from the commercialization of the same. Thus, creating an informed environment of IPR awareness is all the more relevant in this digital World.

The government provides funds for infrastructure, research and other services. It therefore expects that any invention, innovation and research findings, arising from the University would be used for the development of the country and that no useful inventions would be kept unutilized, through unfair monopoly of ownership.

II. Stakeholders of IPR

A stakeholder may contribute in one way or other in the process of conceptualization, findings and generation of innovations leading to IPRs that has a potential for commercialization. JNU is a major stakeholder in any IPR patented and/or commercialized because the brand name of the university, which happens to be one of the premier institutes in India, makes it easy, not only for obtaining sponsorship and research grants but also during the process of commercialization of the innovations and inventions. In addition, the following justifies JNU's role as a major stakeholder:

- It provides infrastructure to the researcher/ inventor in terms of supporting staff, lab space, equipments, library facility etc.
- It pays researcher's salary
- It provides the funds for research

In view of the above, the following are the stakeholders of any IPR generated in the course of research, experiments and laboratory practices, preparation of assignments, teaching etc that has been pursued within JNU, and/or by way of using JNU infrastructure.

- (i) JNU, as an Institution
- (ii) Faculty of the University
- (iii) Research Scientists hosted by the University
- (iv) Technical/non-technical staff of the University
- (v) Collaborators/ Visiting Scientists/Guest faculty from other institutes or industry working in the University
- (vi) Post doctoral fellows/Research Officers working in the University

- (vii) Research students enrolled in the University
- (viii) Visiting research students from other institutes
- (ix) Funding Agency (DST, SERB, ICMR, ICAR, DBT, DoE, DAE, DRDO etc.)

The research activities mostly are undertaken with the support of regular students/summer trainees/short-term students, research fellows/ assistants/ associates, guest researchers/visiting faculty or postdoctoral fellows. For their contribution, this category of researchers would expect both academic and financial rewards including unrestricted rights for publication in online and offline journals/presentation in Seminars and Conferences, and utilization of information in any other academic pursuits. Thus, the researcher's publication needs must be safeguarded for the sake of his professional and career development, while potential innovations and research findings must be guarded against premature partial or complete disclosure, which may jeopardize the patentability and commercial exploitation of an invention. Further, it is normally the academic and research staff who out of sheer excitement may disclose the IP details to a peer group through casual discussions, thus it is important that research staff is made aware of the no-disclosure clause prior to filing the patent applications.

It is pertinent to note that the sponsoring funding agency, which can be the government or any other institution/University, provides funds for research and development, that may sometimes include extension of research facilities and participation in joint research and development works. Thus the sponsor would expect ownership of the IP generated and/or unrestricted utilization of the knowledge acquired.

III. IPR Assignment and Protection

3.1 Disclosure and Maintenance of confidentiality

When the inventors are of the belief that they have generated patentable intellectual property using University resources, they should report it promptly in writing along with relevant data and complete information to the IPM Cell requesting for IPR protection. The details required will be the full disclosure of the IP indicating the problem for which solution was researched with identification of all persons who constituted the inventor(s) team. The inventor should reveal to the IPM Cell about the invention/ technology development/ software/copyrightable materials where the inventor will justify the novelty, usefulness and not obvious aspects of the concerned invention. The IPM Cell of the University will evaluate the disclosure made by the inventor(s) and the prior-art report prepared by assigned Patent Attorney to determine whether there is a good prima facie case for believing that the IP has economic value and it needs protection. It will communicate to the inventor(s) about the decision and if the recommendation is positive, the Cell will guide the inventor through the patent filing process. The IPM Cell will bear the full cost of filing the Indian Patent.

3.2 Patents

Any new product and/or process, which has potential application in any trade and/or commerce, can in principle be filed as a patent with novelty claims. A patent is legally owned by the assignee. If any stakeholder (defined under Section II.(ii-ix)) makes an invention, the IP rights will belong to the University.

- (i) This means that IP developed by the University researcher is owned by the University, with the researcher(s) explicitly named as inventor(s). Thus JNU will be the sole assignee of the patent if the invention arises out of the use of resources of the University.
- (ii) Any IP generated as a work for hire will belong to the University.

- (iii) IP generated by an employee/student/ researcher/visiting professional of the University will always be the property of the University whether University resources are used or not. The University will thus be the assignee while the researchers will be the inventors. Where a patent is applied for, the inventors should agree to maintain secrecy and confidentiality of all relevant details of IP until the patent application has been filed.
- (iv) The University will be the sole assignee of IP created through sponsored research where the sponsor does not claim IP rights. Prior to filing patent, the inventor needs to take a No Objection Certificate from the sponsor clearly stating that they do not wish to claim IP rights.
- (v) In the case the sponsor desires to claim IP rights, the University and the sponsoring agency will be joint assignee of the IP.
- (vi) If the invention involves no use of University resources, and the IP is created while the employee/student was on assignment/sabbatical to a different institution, then JNU and the other institution will be the joint owners/assignees of the IP created with the employee/student concerned named as the inventor in the patent application.
- (vii) Where research has been sponsored by a government agency/autonomous body, and no prior agreement exists on sharing of IP, then the licensing of patents, and the revenue sharing on the event of its commercialization should be negotiated between the sponsor and the University.
- (viii) Royalty/financial gains accruing from the commercialization of the University owned IP should be shared between the University and the inventors as per the policy guidelines of JNU for revenue sharing details given under Section IV.

3.3 Sponsored research

The IP generated from research projects sponsored by external agencies will be owned by JNU and the sponsoring agency jointly. In the case the sponsoring agency agrees to be a assignee in the Patent of the concerned IP, it will bear 50% of the filing and processing cost. After the grant of the Patent the protection cost will be borne by the two parties equally. The sponsoring agency may decide to

forego the rights to the IP and in that case it will issue a written declaration to that effect. Ownership of any IP that is created in the course of research/teaching or any other academic pursuit funded by a sponsor pursuant to a grant or research agreement or which is subject to a material transfer agreement, confidentiality disclosure agreement or other legal obligation affecting ownership, will be governed by the terms of the grant or agreement, as approved by the funding institution. The Project Investigator receiving and governing the grant must himself/herself aware of such conditions prior to accepting the grant. This step will eliminate unnecessary legal complications related to IP sharing at a later date. It would be mandatory for the Research Scientists/ Project Fellows/ Research Associates/ equivalent persons hired in sponsored Research Projects to abide by various terms and conditions laid down by the JNU IPR policy.

Further, where JNU is a co-owner of the IP with one or more institutions, and where the commercial interest is shared between the participating institutions, the patents will be owned jointly (they will be co-assignees of the patent), and the rights to use the invention, and the distribution of royalties arising thereof is required to be negotiated among the participating institutions, after disclosure of confidentiality of the invention, but before the patent application is filed.

3.3 Creative works and Inventions (Softwares, Art works, Designs, Devices, Instruments, machines, Molecular Drugs, integrated circuits, Sensors, Chemical, Biological and Pharmaceutical Formulations)

- a)** University will hold the IPR to all softwares and hardwares, integrated circuit layouts, electronic, magnetic, optical or mechanical sensors, and electronic devices created/designed by any individual, or a group of individuals defined under Section II(ii)-(viii). In the case of sponsored research the IPR will be jointly owned by the University and the sponsoring agency.
- b)** University has a strong biology research program. University will own the IPR of all molecular drugs, chemical, biochemical, biological and pharmaceutical formulations developed by any individual, or a group of individuals defined under Section II(ii)-(viii).

This will also cover all microbial strains and their derivatives. In the case of sponsored research the IPR will be jointly owned by the University and the sponsoring agency.

- c) The IPR of any art work or design created by any individual, or a group of individuals defined under Section II(ii)-(viii) shall be owned by the University.
- d) University will hold the IPR to any instrument, machine or device designed/ made by any individual, or a group of individuals defined under Section II(ii)-(viii).
- e) Softwares, art works, designs, devices, instruments, machines, integrated circuit layouts, sensors, chemical, biochemical, biological and pharmaceutical formulations created by any individual, or a group of individuals defined under Section II(ii)-(viii) without use of the University resources, and not connected with the profession for which he/she/they is/are employed at the University should be owned by the inventor(s)/creator(s). In order to avail this relaxation, the inventor(s)/creator(s) will have to convince the appropriate authority of the University that the concerned invention/creation is not connected with the profession for which he/she/they is/are employed at the University, and the University resources were not used for the same.

3.4 Theses, term papers and research reports

(a) Ph.D Thesis: Under the academic statutes of the University, a research scholar pursues his/her research work under the supervision of a faculty member of the University. The experimental/field survey data (and their derivatives) contained in the thesis can be a rich source of IP. Therefore, it is pertinent that the supervising teacher and the student must jointly own the copyright of the thesis, which the student submits for the fulfillment of the requirements for a Ph.D. degree. The supervisor and the student will allow the University to retain a copy of the thesis in both hard copy and electronic form for keeping in the library of the University for academic use. Further, it is required that the supervising teacher and the student will grant a non-exclusive, non-transferable, royalty-free license to the University for

partial or full use of the thesis for non-commercial and academic activity only. All usage under this clause will be governed by the relevant fair use provisions laid down by the Indian Copyright Act in force at the time of submission of the thesis.

In the case the student and/or the supervisor wishes to file a patent based on the invention(s) of products or procedures described in the thesis, they will have to request the University to restrict access to the thesis for a limited period and not to disclose any part of thesis to any person(s) without their written authorization for a maximum period of one year from the date of submission of the thesis, or filing a patent, whichever is earlier. The University will be the assignee of any patent arising out of this thesis while the teacher and the student concerned will be the co-inventors. In the case, the thesis work was carried out with the support of a grant received from a sponsoring agency, the sponsoring agency will be normally a co-owner of any IPR arising out of this thesis.

(b) M.Phil/M.Tech. Thesis: As per the academic ordinance governing the M.Phil./M. Tech. courses, the student is required to write a dissertation for the partial fulfillment of the requirements for a M.Phil./M. Tech. degree. The dissertation work is pursued and completed under the supervision of a faculty member from the Center/School. Thus, the guidelines mentioned under Section 3.4(a) will apply to the case of M.Phil./M. Tech. dissertations in full without any exemption.

(c) Research Reports/Project Reports/Term Papers/Case Study Reports: During the course of an academic program (teaching/research) a student/research professional is often required to write a brief account of his/her findings in a short report. Most often than not, the related work is pursued under the supervision of a teacher of the Center/School. Here again, the guidelines mentioned under Section 3.4(a) will apply in full without any exemption.

3.5 IP generated through consultancy

The faculty/research staff of the University obtain consultancy offers from Industry/Commercial establishments, firstly because of their domain competence, and secondly, because of their affiliation with JNU which has a national brand name. Therefore, operation of all consultancy assignments should be channelized and administered centrally by a designated Cell/Unit of the University.

Any intellectual property arising from the consultancy project will be jointly owned by the University, and the consulting firm. They will be co-assignee of any patent generated from the said IP. The consultant(s) will be the inventor(s) of the patent concerned. The total cost incurred in acquiring the patent, and its maintenance will be borne equally by the two parties. The royalty arising from the commercialization of patent generated through consultancy will be distributed following the procedure as determined by the University Consultancy rules. The faculty/research staff who are engaged in the consultancy work should not be in conflict with their primary responsibility towards the University, and they should clearly make their University obligations known to consulting firm prior to accepting consultancy assignments.

3.6 Copyrights

The issue of Copyrights ownership and protection will be governed by the Indian Copyrights Act in force at that time. However, in the context of JNU, the following guidelines will be followed:

- a)** The University will be the owner of the copyright of all teaching materials/methods developed by the University personnel as a part of any of the academic programs of the University. However, the author concerned will have the right to use the material in his/her academic pursuits.
- b)** Any copyrightable work generated as a work for hire will belong to the University.
- c)** The University will be the owner of the copyright of the work generated in the area of specialization of the University personnel, which includes software created with the use of University resources, other than a literary work.

- d)** The student and his/her supervisor(s) will jointly own the copyright of the thesis / dissertation / project report/term paper written by a student. However, the University will be entitled to a non-exclusive, non-transferable license to use the work within the University for non-commercial purposes, or to possess a limited number of copies for such purposes, whichever is relevant.
- e)** The University will be the owner of the copyright of the work produced by a non-University personnel, where the work concerned is created through the association with any activity of the University, and/or with the intellectual contribution received from any University personnel. However, the authors of such work will have the right to use the material in his/her professional capacity.
- f)** If the work is produced during the period of sponsored and/or collaborative activity, specific provisions related to IP, made in contracts governing such activity, will determine the ownership of IP.
- g)** If the work is not related to the domain area of the University personnel and does not involve the use of University resources, then the University will have no ownership right in that work.
- h)** The University will not own the copyrights of works such as books, articles, monographs, lectures, speeches, video presentations and other communications produced by the University Personnel where the University resources are not used.

3.7 Procedures for IP Protection

Any employee(s) of the University desirous of filing a patent application in connection with the innovative work done by him/them should follow the procedure outlined below:

- a)** Forward a one page proposal outlining the main highlights of the invention to the Chairperson, IPM Cell, for preliminary evaluation.
- b)** The application will be processed by the office of the IPM Cell as per the IPR Policy of the University.
- c)** If after the examination, the proposal is found to be patentable, it will be conveyed to the inventor applicant, and he/she will be advised to seek the professional help and guidance of a JNU empanelled patent attorney. ility search/prior-art-search.
- d)** The patent attorney will conduct a patentability/prior-art search and report the same to the IPM Cell.

- e) The IPM Cell will assess the application, based on a feedback from the patent attorney.
- f) If the invention is found to be patentable, it will be recommended for patenting by the University, the applicant will be requested to have further discussion/interaction with the patent attorney for completing formalities for filing the application in India Patent Office.
- g) The University will maintain an Indian patent for a maximum period of 10 years. Sincere efforts on the part of the inventor must be initiated during this time span to commercialize the invention.
- h) Within 12 months of filing the Indian patent, the inventor may opt to file a PCT application for international protection of his/her IP. For this, the inventor applicant must approach the Chairperson, IPM Cell with a formal request seeking permission for filing a PCT application. Once the PCT is filed, the inventor gets 30 months to file foreign country specific patent application. The University at its discretion may allow the inventor to file a country specific application in ONLY one of the countries like, USA, Australia, Japan, South Korea, China, European Union etc. The foreign patents will be maintained by the University for a period of 10 years only.

3.8 Commercialization of IP

- (a) The University maintains a MOU with National Research Development Corporation (NRDC), an autonomous body of Ministry of Science and Technology, Government of India. NRDC will encourage the inventors to commercialize their intellectual property by organizing specific industry interactions for showcasing the University inventions.
- (b) The University will encourage the inventors to commercialize their IP through third parties who may or may not be the joint inventors through the grant of exclusive/ non-exclusive licenses, or assign its ownership rights to third parties/ inventors safeguarding the interests, financial or otherwise, of the University.
- (c) When a third party is interested in commercializing an IP after inspecting its relevant technology profile, they may apply to the Chairperson, IPM Cell for the same. A license fee will be decided by the IPM Cell in consultation with the inventor, and after the

deposition of the required fee for transfer of the technology, the University will then require the third party to sign a confidentiality agreement undertaking to maintain the confidentiality of all information disclosed.

- (d) Confidentiality agreement will continue to be in force even if the commercialization process is aborted at any stage. However, it is recommended that no disclosure should be made by third party, if there is any doubt as to the outcome of the commercialization process.
- (e) All such licensing agreements/assignments in particular where the third party is also the inventor, would be carefully examined by the University to determine that no conflict of interest will occur as a result of their ratification. The third party when interested in any such transfer of rights must demonstrate technical and business capability to commercialize the IP.
- (f) The assignment or license may be subject to additional terms and conditions, such as revenue sharing with the University or reimbursement of the cost of statutory protection, when justified by the circumstances of development of the IP licensed. If the University finds that the third party has not taken steps to commercialize the property within one year of acceptance of the license, the University will be free to revoke the license.
- (g) The actual cost of transfer of interest/ right/ ownership and maintenance of rights in the University owned IP by way of license, assignment or otherwise devolution of rights for such purposes will be borne exclusively by the licensee, assignee, and person acquiring such rights. The University may under special circumstances retain a non-exclusive royalty-free license to use the property for academic work.

4.0 Licensing and Technology transfer

4.1. Technology Transfer with Non- Disclosure Agreement

It is very important to maintain confidentiality, and take all necessary precaution so as not to affect the value of the IP through appropriate agreement with the licensee. Therefore, entering into a legally binding Non- Disclosure Agreement (NDA) with the potential licensee(s) during technology marketing discussions is required.

The route to technology transfer may be through one of the following channels:

- (i) The IPM Cell and NRDC may organize IP specific industry interactions for helping the inventors in showcasing their IPs.
- (ii) The inventor may contact the DST-TIFAC or any other Government agency for help in the commercialization of the IP.
- (iii)The inventor(s) may contact potential licensee(s) directly because they are best placed to recognize the right commercial partner.
- (iv)IPM Cell will maintain a data base of IPs available for commercialization in the University homepage.

4.2. Liability and indemnity insurance

- (i) In the case of infringement of any intellectual property right(s) by the University faculty/staff/students/project staff/visitors or any third party, IPM Cell would first conduct an enquiry into the matter and make recommendations to the Vice-Chancellor for resolution of such infringement including the need for any disciplinary/legal course of action.
- (ii) As a matter of policy, the University shall, in any contract between the licensee and the University, would seek indemnity from any legal proceedings in production problems, process efficiency, design guarantee, up-gradation and debugging obligation.
- (iii) The University shall also ensure that the University personnel have an indemnity clause built into the agreement with licensees.
- (iv) The University shall retain the right to engage in any litigation concerning patents or license infringements in order to safeguard its IPs.

4.3. Deposition of the biological cultures

All biological cultures, including microorganisms, cell lines, plants and animals, isolated from the environment or genetically modified during the course of study by the faculty/students/staff/Project staff/ associates/visitors will be the property of the University and it will be assigned under the name of the supervisor(s)/team leader. These cultures must be deposited with the supervisor under intimation to IPM Cell who will maintain a record of the same. These cannot be used for any academic purpose without the written consent of the supervisor. For any commercial exploitation of the same appropriate approval from IPM Cell must be obtained.

4.4. Protection of biodiversity and traditional knowledge

JNU confirms that it abides by the national laws on biodiversity and traditional knowledge framed by the Government from time to time. Inventor(s) has/have to make sure that the conditions laid down under the national laws on biodiversity and traditional knowledge are not breached during the course of obtaining any IP protection or any use of such knowledge.

4.5. Conflict of Interest

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest at the time of filing the patent. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and/or their immediate family have in the company to the IPM Cell immediately. A license or an assignment of rights of a patent to a company in which the inventors have a stake should be subject to the approval of the IPM Cell.

4.6. Dispute Resolution

In the case of any conflict/dispute/grievance between the researchers/ inventors/collaborators/sponsors regarding the ownership of IP, and/or the implementation of the IP policy, the aggrieved party may appeal to the IPM Cell to look into the matter. In case the

appellant is not satisfied with the decision of the Cell, he/she can appeal to the Vice-Chancellor of JNU, whose decision in the matter shall be final.

As a policy, all IP related agreements signed by the University, and dispute(s) arising thereof, will be subjected to the legal jurisdiction of Delhi High Court only.

5.0. IPR POLICY ADMINISTRATION

The IPR policy shall be applicable to all the University personnel working on regular or contractual basis, as well as to non-University personnel associated with any activity of the University. IPM Cell shall be the sole custodian of all IPs generated in the University and the IPR guidelines will be maintained in the University through the IPM Cell.

The IPM Cell shall have the following structure:

- (i) Chairperson appointed by the Vice Chancellor.
- (ii) Advisory Committee consisting of one member from each School.
- (iii) Two external members specializing in IPR related issues.
- (iv) D.R. (Legal Cell).
- (v) Nominee of the Finance Officer of JNU

The Cell shall be responsible to administer all issues related to the IP policies, patent filing, commercialization of IPs and other relevant matters as may be required from time to time. Chairperson of IPM Cell shall be authorized to sign all Material Transfer Agreements on behalf of the University.

The tenure of the Chairperson and the Advisory Committee shall be for three years. It is emphasized here that the IPM Cell is a semi-legal body of the University and the team members have to remain aware of IPR policy of the Government of India. Further, for the continuity of the policy matters and benefit of the inventors, it is necessary that the team

6. Revenue Sharing

The income generated from the licensing/assigning of IPR or on receipt of royalties associated with technology transfer / specific innovation programs shall be divided as follows:

- (i) 70% (seventy percent) of the revenue shall go to the Inventor(s); the share of each inventor may be decided by at the time of IP disclosure by mutual consent. In order to avoid any future dispute/litigation on this issue the Lead Inventor will prepare a mutually acceptable agreement pertaining to the share of each of the co-inventor and the same shall be conveyed in writing to the Chairperson of IPM Cell for record keeping.
- (ii) 30% (thirty per cent) would go to JNU account.

7. Other pertinent issues

All agreements/contracts including but not limited to the following categories, for activities undertaken by anybody defined under Item # II (ii) to (viii) needs to be approved by the Chairperson, IPM Cell of JNU.

1. Confidentiality Agreement / Non-disclosure Agreement
2. Consultation Agreement
3. Evaluation Agreement

4. Research and Development Agreement for furtherance of existing IP assigned to JNU
5. License Agreement
6. Technology Transfer Agreement
7. Alternative Dispute Resolution Agreement
8. Collaborative MOU with other University / Organization related to IT activities

Chairperson, IPM Cell will act as the signing authority in all categories of agreements listed above. IPM Cell will facilitate the process of framing such agreements by way of providing templates and services through professional IP consultants.