



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

### **PREAMBLE**

Faculty, staff and students of Madurai Kamaraj University, Madurai are engaged in Research & Development work of diverse nature. Many of these R&D Programs lead to evolution of Intellectual Property (IP) in the form of patents, know-how, copyrights, designs, instruments, devices, processes, specimens, software and other inventions, which can be commercially exploited either with or without registration under the Patents Act/Copyright Act. Such a commercial exploitation can be of considerable socio-economic benefit to the country. The University, therefore, encourages the protection and licensing of such IP to organizations, which can effectively utilize the same for commercial exploitation. This would yield financial returns to the University, and partially support the R&D efforts.

Intellectual property could result from research supported by the University or government departments, or from research supported by Industry or independent research organizations such as ISRO, DRDO, DST, DBT, CSIR etc. Funded research may impose contractual obligations on the University with respect to ownership/licensing of intellectual property, contracts are entered into. This document states the policy of the University with respect to protection, ownership and licensing, of IP that is generated with/without external funding.

### **GUIDELINES**

This IPR policy is to be followed in all matters to IPR at the Madurai Kamaraj University, Madurai. In view of the evolving nature of the IP scenario, this policy may be modified from time to time to suit the emergent needs, or on a case-by-case basis. The IPR committee will address such specific cases by using this IPR policy document as the guideline.

Centre for Intellectual Property Right (CIPR) is the nodal agency of the University for processing all IPR related matters addressed in this policy, viz. any intellectual property

generated out of the intellectual effort of the creator employed temporarily or permanently at University or studying at University.

## **1. Objectives**

The objective of this policy document is to lay down the policy to:

- a) Foster, stimulate and encourage creative activities in the widest sense in the areas of Science, Technology, and Humanities.
- b) Protect the legitimate interests of faculty/scholars/students of the University and the society to avoid the possible conflict of opposing interests.
- c) Lay down a transparent administration system for the ownership control and assignment of intellectual properties and sharing the revenues generated through intellectual properties between the University and the creator.

## **2. Definitions**

The meaning of terms in these rules is as given below, unless the context otherwise requires:

- a) “Copyright” means 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.
- b) “Creator” means any employee of the Madurai Kamaraj University, Madurai including regular teaching staff, those who are on probation, those who are employed on temporary basis either in the University and/or in projects and those who are research workers, research scholars or students, responsible for the creation of an Intellectual Property, using the facilities of the University.
- c) “Vice-Chancellor” means The Vice-Chancellor of the Madurai Kamaraj University, Madurai.
- d) “Registrar” means The Registrar of the Madurai Kamaraj University, Madurai.
- e) “Director” means Director of Centre for Intellectual Property Rights, the Madurai Kamaraj University, Madurai.
- f) “University” means the Madurai Kamaraj University.
- g) “Intellectual Property” broadly includes 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, Chemical and Biological materials, biological varieties etc., 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.
- f) “IPR Committee” The committee constituted by the Vice-chancellor through the Director from time to time to evaluate and make recommendations regarding IP related issues.
- g) “Patent” means a patent granted under the provisions of the Indian Patents Act, 1970.
- h) “Patentee” means the person for the time being, entered on the Register of Patents, kept under the Indian Patents Act, 2002 as the generator or proprietor of the patent.
- i) “Revenue” is any payment received as per an agreement by the University usually for legal use of an Intellectual Property through a license.

### **3. Ownership**

- a) Inventions, Designs, Integrated Circuit Layouts and other creative works:
- 1) University shall be the owner of all intellectual properties (IP) including: inventions, software, designs and integrated circuits, layouts, specimens, created by creators, unless specific agreements/contracts are entered into by the University as described below, prior to the creation of the IP, with the funding from agencies for research by the creators of the University.
  - 2) Specific provisions related to IPR made in contracts governing the collaborative activity shall determine the ownership of IP arising out of sponsored or collaborative research, or consultancy assignment. The MoU/contract for such a project may require (a) joint ownership of such IP between MKU and the sponsor, or (b) full ownership of such IP by the sponsor, or (c) exclusive licensing of such IP owned by the University to the sponsor or its nominees, or (d) a separate agreement/contract to be entered into at a later date consequent to creation of such IP, for exclusive/non-exclusive ownership/licensing of the IP. In all these cases, the contract/ agreement/MoU will specify conditions such as right

of first refusal to such IP if applicable, the fee/royalty payable for ownership/licensing of such IP as applicable, and also specify how the patent filing, registration and maintenance costs will be borne by the sponsor and/or the University. When faculty/staff enter into an agreement for undertaking sponsored research or consultancy, they are required to assist the University to determine, which of the above options is applicable to the particular project, given the nature of research proposed to be undertaken, the degree to which prior relevant expertise of the researchers and University facilities are leveraged, and the amount of funding provided.

- 3) If an IP is created as a result of a sponsored research project or consultancy assignment/project where the contract/MoU/agreement does not specify the ownership and/or licensing of such IP., the University and the sponsor shall jointly own the IP. The University may however, if it deems appropriate, enter into a separate agreement/contract with licensing the IP to it, which will specify payment of additional fees/royalty.
- 4) The faculty/employee of the University who is on sabbatical or other forms of long leave, or a student who is on leave or is permitted by the University to be employed in an organization while being registered as a student, and who is engaged in research in an/the organization with the permission of the University, will be permitted to directly negotiate with the organization, the terms of any IP sharing that is generated, in its entirety and without any use of University resources, during the duration of the engagement in that organization. However, any revenue that is received by the employee/student subsequently while on duty at the University, as royalty/fees for the IP generated as above, shall be subjected to the prevailing IPR revenue sharing norms of the University. IP developed by the said employee or student during this period without involvement of creators, who are employees or students of the University will be outside the purview of this policy. However, in case the IP, so created by the employee/student, during the leave period as described above, is based in part or full on prior IP developed at the University, the employee/student is required to inform the University and enable the University to enter into a licensing agreement with the organization in which the employee/student is temporarily engaged.

## **b) Copyrightable Works**

- (i) Ownership of copyright of all copyrightable work including books and publications shall rest with the creator of the original work with the following exceptions:
  - If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IPR made in contracts governing such activity shall determine the ownership of the copyright.
- (ii) University shall be the owner of the copyright of work, including software, created with significant use of University resources.
- (iii) University shall be the owner of the copyright on all teaching material developed as part of any of the academic/distance learning programs of the University. However, the creator(s) shall have the right to use the material in her/his professional capacity.

## **c) Trade Mark(s)/Service Mark(s)**

Ownership of trade mark(s), service mark(s) logos created for University shall be with the University.

In case of all IP produced at the University, the University strongly desires to retain a non-exclusive, free, irrevocable license to copy/use the IP for teaching and research purposes only, consistent with confidentiality agreements entered into by the University, if any. This is to enable the University to benefit from IP created by its staff and students for carrying out its teaching and research functions.

## **4. Evaluation and Management of IP**

The Office of Centre for Intellectual Property Rights of the University is responsible for evaluating (by IPR committee), protecting, marketing, licensing and managing, the IP generated at the University. The creators of the IP shall provide all the necessary information to CIPR, to enable it to determine whether the University desires to own and manage the IP. An Invention will typically be patented by the University if it has ultimate commercial motivation and viability, even if it is not in the immediate future. If the University decides not to own and manage the IP, it shall permit the creator(s) to file patents and protect the IP on their own. However, share of the

University in revenue resulting to the employee/student from licensing from such IP will be determined as described in Section 9. In the case of patentable IP, it is essential that patent protection is filed before publication or disclosure in any other form in public domain of the patentable IP.

The IPR Committee will examine the IP application and will then make specific recommendations regarding Patentability/Registration of the proposal by the University. The committee may seek the assistance of experts for this purpose. In all these endeavors confidentiality of the IP shall be strictly ensured.

In case the contract/agreement/MoU with a sponsor specifies that the sponsor will manage the process of filing of patents and bear the associated costs, the creators will provide information to the CIPR Office of each such filing/application. Details of the invention need not be provided in such cases in the interest of confidentiality, if so desired. Progress of the application through various stages, such as PCT, national phase, etc. will be informed to the CIPR Office by the creators as and when the creators become aware of such progress.

## **5. Registration of patents/copyrights**

### **a) Filing of Applications in India**

Creator(s) are encouraged to file a provisional patent as soon as possible in order to protect their rights to the IP. As part of this process, a search report can also be obtained of existing patents that may relate to the key contributions of the proposed patent, to assist the creator(s) in their decision regarding filing of an application. If the creator(s) can pay for the cost of provisional filing from (a) the funds of the research project resulting in the IP, or (b) the school(s) of the creator(s), or (c) centre(s) inside the department(s) of the creator(s) with approval of the concerned department Heads, or (d) personal financial resources of the creator(s), the permission for filing of provisional patent will be given automatically before evaluation of the application made by the creator(s) by the IPR Committee. In such cases, the technical details of the invention need not be provided to the CIPR at this stage in the interest of confidentiality. However, if the University after due evaluation decide not to manage the IP, the provisional application will lapse, unless the creator(s) decide to take up the subsequent stages on

their own. In such cases, the University will waive its rights to the ownership of the patent rights. If University decides to jointly or fully own and manage the IP, it will bear all costs related to filing and protection after the date on which it decides to do so. In case, the creator(s) paid for the provisional filing from personal financial resources or school(s), these costs will be reimbursed after the University decides to own and manage the IP.

IP-related information will either not be disclosed at all, or be provided on a need-to-know basis to certain employees of the University. All University employees associated with any activity of University shall treat all such IP-related information, which they may have access to as part of their official duties, as confidential. Such confidentiality shall be maintained till such time as required by the University or by the relevant contract, if any, between the University and concerned parties, unless such knowledge is in the public domain or is generally available to the public.

#### **b) Filing of Applications in Foreign Countries**

The University may consider requests for registration of Patents in foreign countries, based on the merit of the IP. Typically, the process to be followed in such cases is the filing of a provisional application, detailed evaluation of the commercial potential of the IP in the countries proposed for filing, filing of Patent Cooperation Treaty (PCT) application in case such potential is present, followed by national phase filing in the selected countries. During the time before the process reaches the national phase, the commercial potential will be continually assessed, and if at any time it appears that the commercial potential in a foreign country appears to be low, University may decide to not file in the particular country. During this period, the creator(s) are also encouraged to apply for financial support for international filing being provided by several ministries to public institutions. If the University decides not to file such a patent in any foreign country, the University shall assign the rights for the IP in that country to the creator(s) and permit the creator(s) to protect the IP in that country either on their own or in partnership with a sponsor. Any revenue accruing to the creator(s) as a result of exploitation of the rights assigned to the creator(s) in that country will be subject to the rules for sharing of revenue with the University that are applicable to the creator(s) may

seek re-imburement of the costs borne by them for protection of the IP in that country from the revenue prior to sharing with the University.

In case the patenting costs are borne by the sponsor of a research project as agreed upon in the contract/agreement, the CIPR office only needs to be kept informed of the progress of the international patent application(s) through various phases such as PCT, national phases etc. The sponsor may choose any legal firm of their choice for the filing. If the University takes up the filing, the creator(s) are required to engage one of the legal firms approved for filing from time to time.

## **6. Renewal of Patents**

The University will pay the patent fees for the first seven years in all cases where patent is taken by the University. If it is a joint patent with a sponsoring agency the patenting cost may be equally shared. If the patent has been commercially exploited within the first seven years, the University shall pay the patent fees for the remaining period of the life of the patent. If the patent has not been commercially exploited within the first seven years, the university and the creator(s) shall share the subsequent installments of renewal fees on 50:50 basis. The creator(s) are permitted to pay their share of cost from their Party Communist Francis (PCF). If the creator does not show interest in such renewals, the University can either continue maintenance of the patent by paying the fees for its full term or withdraw application for patent protection at its discretion.

## **7. Confidentiality of IP**

Every creator in the group as well as everyone involved in the protection process should not disclose the details of the IP to any person/organization without prior written permission of the University.

In case of thesis and other such written documents containing details of patentable IP, all measures to avoid attracting the public disclosure cause leading to denial of patent may be taken by creators. It is best if the creators make provisional patent filings before documenting the details of the theses, papers and other documents.

## **8. Licensing of IP**

University, through its CIPR, or its agents, or the creator(s) may approach external agencies for licensing of IP owned by it. All agreements shall be signed by the Director CIPR and the Creator(s) of the IP being transferred, on behalf of the University.

In case of IP involving more than one creator, a Coordinator from among the creator(s) shall be identified by the creators, for IP protection purposes. At this stage, all members of the group of creators shall sign a revenue sharing agreement for the IP being transferred. This revenue sharing agreement may be modified at any time on mutual consent among the creators and intimated to the Registrar through Director (CIPR). Any conflict with regard to revenue sharing among the creators will be resolved by the University which is binding on all the creators of the IP.

## **9. Revenue sharing**

- a) The revenue shall be divided among the creators as per the prevailing IPR revenue sharing norms of the University at the time of signing of the agreement. In case the patent filing and registration costs for one or more countries are not borne by the University, the creator can first deduct the costs incurred by the creator in this regard and in regard to maintenance of such patents from income accruing to the creator from the commercial exploitation of the patent in those countries. Excess income beyond such recovered costs should be shared with the University as per the prevailing norms of the University. Any MoU signed by the University with the sponsoring agency based on which the IP is generated, or with any patent filing organization, may supersede provision under this clause.
- b) The creator(s) can start a new research project with the amount available to them from such revenue, i.e. the entire amount or a partial amount of the creators' share can be put into a new research project for further development on the patent topic or further research in a related area. On request by the creator(s), the contribution by the University will be limited to 50% of the revenue accruing to the University.

- c) Within the revenue from the sponsor/company/venture for the appreciation/royalty of patent application/filing, Technology transfer 75%, for creator(s) and 25% for the University shall be shared.

#### **10. Exception in case of IP unrelated to official work**

Creator(s) may apply to the University for Permission to patent/license know-how to organizations by themselves, when such IP is not related to the official duties and roles of the creator in the University. Such IP will typically in an area be totally unrelated to the professional expertise for the creator for which the University has employed him/her. IPR Committee will examine the proposal and recommend whether or not the request by the creator(s) can be acceded to. If on the recommendations of the Committee the Director permits the creator(s) to own/protect/license the IP independently, the creators will be the sole beneficiary of all earnings from such IP and no amount therefore will be payable by the creator(s) to the University.

#### **11. Copyright**

- a) All Ph.D/M.Phil, &M.Sc these are to be copyrighted with a copyright note: Madurai Kamaraj University, Madurai (year). All rights reserved. The technical reports, review works, may also be copyrighted, if the author wishes to copyright.
- b) The author of a report may also request to copyright on behalf of the University, any other material such as M.Phil&M.Scproject reports.
- c) While copyrighting the thesis it is the responsibility of the creator to ensure that the contents does not violate any copyright rules. If diagrams, tables and text are reproduced from any other copyrighted work, prior permission should be obtained by the creators from the owner of the copy right document from where the material is taken.
- d) If information from some other sources included, appropriate acknowledgement has to be given to the source, as per copyright law.
- e) Exceptions
  - (i) The ownership of the copyrights by the University in no way deprives the claims of the creators/authors to publish the contributions in scholarly and intellectual work, and their authority to improve, publish and propagate the

work. When a journal that accepts a paper submitted by an employee/student requires copyright for the paper to be given to them before publishing the said paper, the employee/student may do so.

- (ii) The University may waive ownership of copyright it owns in favour of the author(s), contributor(s) on request.
  - (iii) Students and scholars may be allowed ownership of the copy rights to their works provided.
- They do not result from works for which they had received financial or supervisory support of any form from or through the University.
  - The work does not include any material generated entirely or partially with the help of University facility or the intellectual input of any employee of the University.

## **12. Computer Software**

- a) A computer software may be patented, copyrighted or trademarked depending upon the IP Content. A Computer Software may be distributed by its creator to researchers/teachers/students in other institutions/universities for research and teaching purpose only after obtaining appropriate undertaking from the recipient to the effect it will not be used for commercial purpose nor will it be transferred to any other party without explicit permission of the creator/University. This transfer does not liberate the software from IPR protection. The creator may decide to put IPR protectable software on public domain in the spirit of dissemination of scientific knowledge or set standards or obtain scientific feedback from the users to advance the research. However, the creator is encouraged to protect IP of such software as per the usual procedure.
- b) The legal and IPR restrictions by the suppliers of the software in the use of all software procured by the creators shall be clearly understood and adhered to.
- c) University encourages incorporation of software without license restrictions in the research and development works undertaken by its employees/students since they do not restrict, constrain and impair the University to develop and distribute and R&D work.

- d) Before copyright and patent for software ownership is sought for by creator(s) terms and conditions are to be settled with the owners of the copyright to the original software platforms, based on which the new software may have been developed.

### **13. Publication based on IP**

- a) Faculty members, scientific staff, scholars and students can, disseminate their creative work through publications for which they generally have unrestricted freedom. Publications constitute only a part of the body of knowledge generated. The University policy is to encourage transfer and dissemination of knowledge in as complete a form as possible subjected to the following restrictions:
  - (i) In the case of publications based on externally sponsored work permission from the sponsoring agency may sometimes be contractually required. The University's agreement with the sponsor usually requires that this permission may not be normally denied except so far as to protect any tangible IP which may be of commercial value or of security interest to the sponsor, and the sponsor will act within a reasonable time to give the permission to publish.
  - (ii) All publications based on sponsored project shall also acknowledge the sponsor's support for the work reported in the publications.
  - (iii) All the contracted obligations have to be adhered to by the creators in the case of IP generated through sponsored work.
- b) In case of patentable IP, it is desirable to obtain the patent protection at least in the form of a provisional application before such an IP is either published or exchanged, so that both academic and commercial value of the IP is protected.
- c) In order to protect the commercial value of an IP within affecting the exchange of information, a special confidentiality agreement may be signed between interacting parties before exchanging the information about any IP.

## **14. Agreements and Contracts**

### **a) Agreement categories and authorized signatories**

All agreement including but not limited to the following categories, are to be approved by the University:

- (i) Confidentiality agreement, classified information Non-disclosure (specific) Agreement, only to enable the University to ensure that the agreement does not render the University liable in any manner for breach of the agreement. Since such agreements often need to be entered into quickly to enable progress in collaboration/interaction, University will respond promptly, if the agreement is entirely between the external party and the employee or student, and the University is not directly or indirectly made liable by the agreement in any manner.
- (ii) Revenue sharing agreement, Indemnity agreement.
- (iii) Evaluation agreement, Consultation agreement, Research and Development Agreement (R&DA/MoU).
- (iv) Technology Transfer agreement, License agreement, IP assignment agreement.
- (v) Alternative Dispute Resolution Agreement.

Director, CIPR, designated by the Registrar, acts as the final signing authority in all the categories of agreements listed above, except confidentiality agreement which may be signed by the creator with the consent of Director, CIPR.

### **b) Infringements, Damages, Liability and Indemnity Insurance**

- (i) In any contract with the licensee, University shall obtain indemnity from legal proceedings against the University including its employees, without limitation, due to reasons including but not limited to manufacturing defects, production problems, design guarantee, upgradation and debugging obligation.
- (ii) Generally, University shall obtain, through appropriate agreement, indemnification from the organization to which IP is transferred, against any direct or third party legal liability arising out of commercial exploitation of IP.

- (iii) Any computer software developed and distributed by the University either through public domain or commercially, shall have explicit disclaimer against any liability arising out of the use of software by any user.
- (iv) University shall retain the right to engage in any litigation concerning patents and license infringements.

**c) Conflict of Interest**

- (i) The creator(s) are required to disclose any conflict of interest or potential conflict of interest. If the creator(s) and/or their immediate family members have a stake in a licensee or potential licensee company, then they are required to disclose the stake and/or their immediate family have in the company.
- (ii) A license or an assignment of rights of any IP to a company in which the inventors have a stake shall be subject to the approval of the Director CIPR taking into consideration this fact.

**15. Dispute Resolution**

In case of any dispute with regard to IPR policy, the decision of the University shall be deemed final and binding.

**16. Jurisdiction**

As a policy, all agreements to be signed by the University will have the jurisdiction of the courts in Madurai and shall be governed by appropriate laws in India. Exceptions to this may be allowed in certain cases by the University.