



മഹാത്മാഗാന്ധി സർവ്വകലാശാല, കേരളം

(സംഗ്രഹം)

ബൗദ്ധിക സ്വത്തവകാശ പോളിസിയും, സ്റ്റുഡൻ്റ് സ്റ്റാർട്ടപ്പ് പോളിസിയും - സർവ്വകലാശാലയിൽ നടപ്പിലാക്കുന്നതിന് അന്തിമ വിജ്ഞാപനം പുറപ്പെടുവിക്കുന്നതിനുള്ള അംഗീകാരം നൽകിയ സിൻഡിക്കേറ്റ് തീരുമാനം - ഉത്തരവാകുന്നു

**അക്കാദമിക് ലെജിസ്ലേഷൻ**

സ.ഉ.നം.7475/എൽ/അക്കാദമിക്/2018

പി.ഡി.ഹിൽസ്, തീയതി, 22.10.2018

പരാമർശം:- 26.09.2018-ലെ സിൻഡിക്കേറ്റ് മിനിറ്റ്സ് ഇനം നം.ഒ.എ.57/18.08/181724

**ഉത്തരവ്**

മേൽ പരാമർശ പ്രകാരം, ബൗദ്ധിക സ്വത്തവകാശ പോളിസിയും, സ്റ്റുഡൻ്റ് സ്റ്റാർട്ടപ്പ് പോളിസിയും, മഹാത്മാഗാന്ധി സർവ്വകലാശാലയിൽ നടപ്പിലാക്കുന്നതിന് അന്തിമ വിജ്ഞാപനം പുറപ്പെടുവിക്കുന്നതിന് അനുവാദം നൽകുവാൻ തീരുമാനിച്ചു.

തദനുസരണം ഉത്തരവ് പുറപ്പെടുവിക്കുന്നു.

സിൻഡിക്കേറ്റ് അംഗീകരിച്ച, മഹാത്മാഗാന്ധി സർവ്വകലാശാല ബൗദ്ധിക സ്വത്തവകാശ പോളിസിയും, സ്റ്റുഡൻ്റ് സ്റ്റാർട്ടപ്പ് പോളിസിയും, ഉത്തരവിൻ്റെ അനുബന്ധമായി ചേർത്തിരിക്കുന്നു.

ഒപ്പ്/-

രമേഷ് നാരായൺ

അസിസ്റ്റൻ്റ് രജിസ്ട്രാർ - II (അക്കാദമിക്)

രജിസ്ട്രാർക്ക് വേണ്ടി

പകർപ്പ്:-

1. വിസി/പിവിസി എന്നിവരുടെ പ്രൈവറ്റ് സെക്രട്ടറിമാർ
2. രജിസ്ട്രാർ/പരീക്ഷാ കൺട്രോളർ എന്നിവരുടെ പി.എ.മാർ
3. ജെആർII/ഡിആർ/എആർ (അക്കാദമിക്)
4. ബന്ധപ്പെട്ട സെക്ഷനുകൾ
5. എ.സി.സി. സെക്ഷൻ
6. പി.ആർ.ഒ. സെക്ഷൻ
7. കണ്ടൻ്റ് മാനേജ്മെൻ്റ് സെക്ഷൻ
8. റിക്കാർഡ്സ് സെക്ഷൻ
9. കരുതൽ ഫയൽ/ഫയൽ കോപ്പി

ഉത്തരവിൻ്റെ പ്രകാരം

*Majeed*  
സെക്ഷൻ ഓഫീസർ



## INTELLECTUAL PROPERTY RIGHTS POLICY FOR MAHATMA GANDHI UNIVERSITY

### 1. PREAMBLE

1. Mahatma Gandhi University is engaged in research and development programmes that lead to the creation of Intellectual Property (IP) which can be commercially utilised in a variety of forms for the benefit of the creator, or the host institution and the general public.

2. This Intellectual Property Rights Policy (IPR-P) of the University attempts to lay down guidelines, support procedures, processes etc. available to innovators at the University to enable them translate their creative works into IP and relates to the ownership, protection and commercial exploitation of Intellectual Property created by the researchers in the course of their duties and the University.

### 2. OBJECTIVES

The objectives of this IPR-POLICY are:

a) to create, stimulate and foster an ambience in which new ideas, research and scholarship flourish and from which pioneers of tomorrow emerge

b) to promote innovations and facilitate protection of IP in an ethical environment

c) to assist creators/innovators translate their IP into products, processes, services etc. for commercial exploitation

d) to streamline procedures and processes for obtaining licenses, patents, copyrights etc. and to provide all necessary administrative support

e) Ensure the timely and efficient protection and management of Intellectual Property;

f) Facilitate the recording, monitoring and maintenance of the University's Intellectual Property portfolio;

g) Ensure that economic benefits arising from the commercialization of Intellectual Property are distributed in a fair and equitable manner recognizing the contributions of the Inventors, the University as well as any other relevant stakeholders;

h) Enhance the reputation of the University as an academic research institution and a member of society as well as the reputation of the Researchers through bringing the research results to public use and benefit.

### 3. DEFINITIONS

(a) "**Commercialization**" means any form of exploitation of Intellectual Property, including assignment, licensing, internal exploitation within the University.

(b) "**Copyrighted works**" means literary, scientific and art works, including academic publications, scholarly books, articles, lectures, musical compositions, films, presentations and other materials or works other than software, which qualify for protection under the copyright law.

(c) "**University resources**" means any form of funds, facilities or resources, including equipment, consumables and human resources provided by the University either in a direct or indirect way.

(d) "**Intellectual Property**" means inventions, technologies, developments, improvements, materials, compounds, processes and all other research results and tangible research properties, including software and other copyrighted works.

(e) "**Intellectual Property Rights (IP Rights)**" means ownership and associated rights relating to Intellectual Property, including patents, rights in utility model, plant breeders rights, rights in designs, trademarks, topography rights, know-how, trade secrets and all other intellectual or industrial property rights as well as copyrights, either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

(f) "**Inventor**" means the Researcher who contributed to the creation of the Intellectual Property.

(g) "**Research Agreement**" may refer to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by Researchers and/or Intellectual Property created at the University.

(h) "**Researcher**" means:

i) persons employed by the University, including teachers, employees and technical staff

ii) students, including graduate , postgraduate students and pursuing research

iii) Any persons, including visiting scientists who use the University resources and who perform any research task at the University or otherwise participate in any research project administered by the University, including those funded by external sponsors.

#### **4. SCOPE OF THE POLICY**

4.1 This Policy shall apply to all Intellectual Property created on or after 11.08.2017 and all IP Rights associated with them.

4.2 This Policy shall apply to all Researchers who have established legal relationship with the Institute based on which the Researcher is bound by this Policy. Such a legal relationship may arise pursuant to the provision of law, collective agreement or individual agreements

4.3 The present Policy shall not apply in cases in which the Researcher entered into an explicit arrangement to the contrary with the Institute before the effective date of the Policy, or the Institute previously entered into an agreement with a third party concerning rights and obligations set out in this Policy.

## **5. LEGAL ISSUES CONCERNING THE STATUS OF RESEARCHERS**

5.1 The person exercising the authority of employment on behalf of the University shall ensure that the employment contract or other agreement establishing any type of employment relationship between the Institute and the Researcher includes a provision placing the Researcher under the scope of the Policy.

## **6. OWNERSHIP RIGHTS**

### **6.1 In-House Research**

All rights in respect of investigations carried out at the University shall vest with the University except in respect of the activities carried out jointly with other institutions or agencies or under of such institution/agency, in which case the ownership will be decided and agreed through mutual deliberations.

### **6.2 Sponsored Research**

Intellectual Property Rights (IPR) of inventions arising out of research projects undertaken on behalf of the sponsoring agencies shall be taken jointly in the name of the University and sponsoring agencies if the sponsoring agencies agree to share equitably the cost of filing and maintaining of the IPR. If the sponsoring agencies are not forthcoming, the University at its discretion may file the application with absolute ownership and University will meet the entire cost of filing and protecting the IPR. However, the creator(s)/innovator(s) shall have rights for using the innovation/invention for non-commercial purposes.

### **6.3 Collaborative Research**

All intellectual property jointly created, authored, discovered, invented, conceived or reduced to practice during the course of collaborative research undertaken jointly by University with Collaborating Institutions, shall be jointly owned and the Collaborating Institutions will be requested to share equitably the cost of filing and maintaining the IPR. Where the Collaborating Institutions are not forthcoming for filing joint IPR application and sharing such costs, the University at its discretion may file the application with absolute ownership and University will meet the entire cost of filing and protecting the IPR. However, the

creator/innovator shall have rights for using the innovation/invention for non-commercial purposes.

## **7. COPYRIGHTS**

Ownership of copyright of all copyrightable work shall be as follows:

- i) Copyrights of books, publications, teaching material, etc. created/authored by University personnel shall rest with the creator/ author.
- ii) Copyrights of other products, including software, created by University personnel, shall rest with the creator/ author, provided, however, that if the University foresees a gainful return from copyrights, it may initiate steps to file and protect such copyrights and share the financial benefits with the creator/inventor on mutually agreed terms and conditions.
- iii) If the copyrightable work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IP made in contracts governing such activity shall determine the ownership of IP.

## **8. TRADE MARKS / SERVICE MARKS.**

8.1 Ownership of trade mark(s)/service mark(s) created for the University shall rest with the University. However, in cases of all IP produced at the University, the University shall retain a nonexclusive, free, irrevocable license to copy/use IP for teaching and research activities, consistent with confidentiality agreements where entered into by the University.

## **9. GENERAL**

9.1 Any IP generated when an Inventor from the University works in a university or company abroad/in India on LWA/sabbatical leave/earned

leave, will be jointly owned by the University and the other university/Company.

## **10. TECHNOLOGY TRANSFER**

10.1 The Intellectual Property of the University held either in the name of the University or jointly with other Institutions/Industry will be marketed for commercial exploitation under agreements involving technology transfer, licensing and revenue sharing models.

10.2 The IP Cell shall identify potential licensee(s) for the IP to which the University has ownership. In case of joint ownership, the Organization/Industry which has sponsored the activity, will have the first right to commercially utilize and exploit Intellectual Property emanating from the collaboration activity, whether or not the same have been formally protected by patent(s). The licensing to commercially exploit would involve technology transfer fee and also royalty payment from the first date of such commercial exploitation for a period that will be as mutually agreed upon.

10.3 In the event of the other collaborating organization/industry not undertaking the commercial exploitation within a reasonable period of two years from the first date of development of the technology, the University reserves the right to transfer the said know-how to a Third Party for its commercial exploitation and use. In such instance, however, the University shall share the net proceeds from such commercial assignments, in equal measure with the collaborating organization/industry in the ratio 1:1.

## **11. REVENUE SHARING**

11.1 The revenue arising out of licensing of IP and royalty would be shared in an appropriate ratio (currently, this ratio is fixed as 60:40) between the creator(s)/inventor(s) and the University. Where the University reassigns the right of the IP to its investor(s), the inventor(s) shall reimburse all the costs incurred by the University, which include protection, maintenance, marketing and other associated costs.

## **12. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY**

12.1 As a matter of policy, the University shall, in any contract between the licensee and the University, seek indemnity from any legal proceedings including this, but not limited to manufacturing defects, production problems, design guarantee, up gradation and debugging obligation. The University shall also ensure that the University personnel are also covered by an indemnity clause built into the agreements with the licensee(s) while transferring technology or copyrighted material to licensees.

12.2 The University shall retain the right to engage in or desist from or not in any litigation concerning patent and license infringements.

## **13. CONFLICT OF INTEREST AND CONFIDENTIALITY**

13.1 A Researcher's primary commitment of time and intellectual contributions should be to the education, research and academic programs of the Institute.

13.2 It is the responsibility of each Researcher to ensure that their agreements with third parties do not conflict with their obligations to the University or this Policy. This provision shall apply in particular to private consultancy and other research service agreements concluded with third parties. Each Researcher should make his or her obligations to the Institute clear to those with whom such agreements may be made, and should ensure that they are provided with a copy of this Policy.

13.3 Researchers shall keep the Institute's business secret in confidence. In terms of this Policy, *inter alia*, every fact, information, solution or data related to the research carried out at the Institute, whose public disclosure, or its acquisition or exploitation by unauthorized persons could damage or endanger the



Institute's lawful financial, economic or market interests shall qualify as business secret. Researchers shall, when communicating with third parties, exercise all due diligence regarding confidentiality provisions.

13.4 Should any doubt arise concerning conflict of interest or confidentiality issues Researchers are advised to consult with the IP Cell of the University.

13.5 Researchers shall promptly report all potential and existing conflict of interest to the IP Cell in order to reach solution satisfactory to each concerned party.

13.6 The creator(s)/inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the creator(s)/inventor(s) and/or their immediate family have a stake in a licensee-company, then they are required to disclose the stake they and /or their immediate family have in the company, and license or an assignment of rights for a patent to the licensee -company in such circumstances, shall be subject to the approval of the IP Management Committee.

#### **14.DISPUTE RESOLUTION**

14.1 In case of any disputes between the University and the Creator(s)/Inventor(s) regarding the implementation of the IP policy, the Creator(s)/Inventor(s) may appeal to the Vice-Chancellor of the University. Efforts shall be made to address the concerns of the Creator(s)/Inventor(s) by developing and instituting an arbitration mechanism and arrangement. The Vice-Chancellor's decision in this regard would be final and binding on the University and the Creator(s)/Inventor(s).

## **15. LEGAL JURISDICTION**

15.1 As a policy, all agreements to be signed by the University will have the jurisdiction of the courts in Kottayam and shall be governed by appropriate Government laws.

## **16. PROCEDURE FOR IP FILING**

16.1 Upon creation of an IP, the inventor should submit an Invention Disclosure Form (IDF) to the IP Cell. This form will contain all details of the invention such as creator(s)/ inventor(s) involved, the sponsoring agency, details of public disclosures, brief description of the creation/invention, etc. This form will be recorded and docketed at the IP Cell. Corresponding reference number will be provided to the inventor(s).

16.2 The IP Cell will, then, constitute an IP Evaluation Committee (IPEC) to evaluate the submitted IP. The Committee will consist of University faculty in the concerned field of study. The creator(s)/ inventor(s) will be required to make a presentation about the invention to the IPEC at a meeting called for, by the IP Cell. IPEC will evaluate accordingly and take a decision *vis-a-vis* the obtaining of Intellectual Property Rights (IPR) for the invention. The decision will be communicated to the IP Cell.

16.3 Based on IPEC's decision, IP Cell will determine whether or not the University will press ahead with an IPR Application for the invention.

16.4 If the decision is in favor of the submitted invention, IP Cell will proceed with the obtaining of IPR for the invention. Though IP Cell funds all inventions cleared by the IPEC, it is preferred that Potential Licensees fund, in whole or in part, expenses related to the obtaining of IPR for the invention. This preference is in owing to the high costs of filing IPR applications for selected inventions.

16.5 If the decision is not in favor of the submitted invention, there may be certain reasons cited by the Committee for the same. These

reasons will be communicated to the creator/inventor. The creator/inventor may then re-work on the creation/ invention accordingly, and re-seek the Committee's approval. He/She can also contact IP Cell for any help in this regard.

16.6 The filing and prosecution of IPR applications are assigned to External Agencies. These agencies (generally IP Firms) are chosen, depending on factors such as the nature of the invention, invention-relevant technical competence, creator's/ inventor's preference, etc. It should be noted here that the successful filing and prosecution of an IPR application depends to a great extent on the creator's/inventor's co-operation. Hence, creator/ inventor should always accord due importance to the filing and prosecution process. The IPR will subsequently be maintained by IP Cell, with the help of the chosen agencies.

16.7 Where possible, IP Cell will file and prosecute IPR applications on its own. However, this will depend on creator's/inventor's and IP Cell's collective decision.

16.8 IP Cell will then, seek to utilize or commercialize the invention. In accordance with the IP Policy and keeping in mind the creator's/inventor's preferences, IP Cell will then license the IPR to concerned agencies. This will be done by entering into a Licensing Agreement with the agency. The royalties will be shared with the creator(s)/ inventor(s), based on the terms of the IP Policy.

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