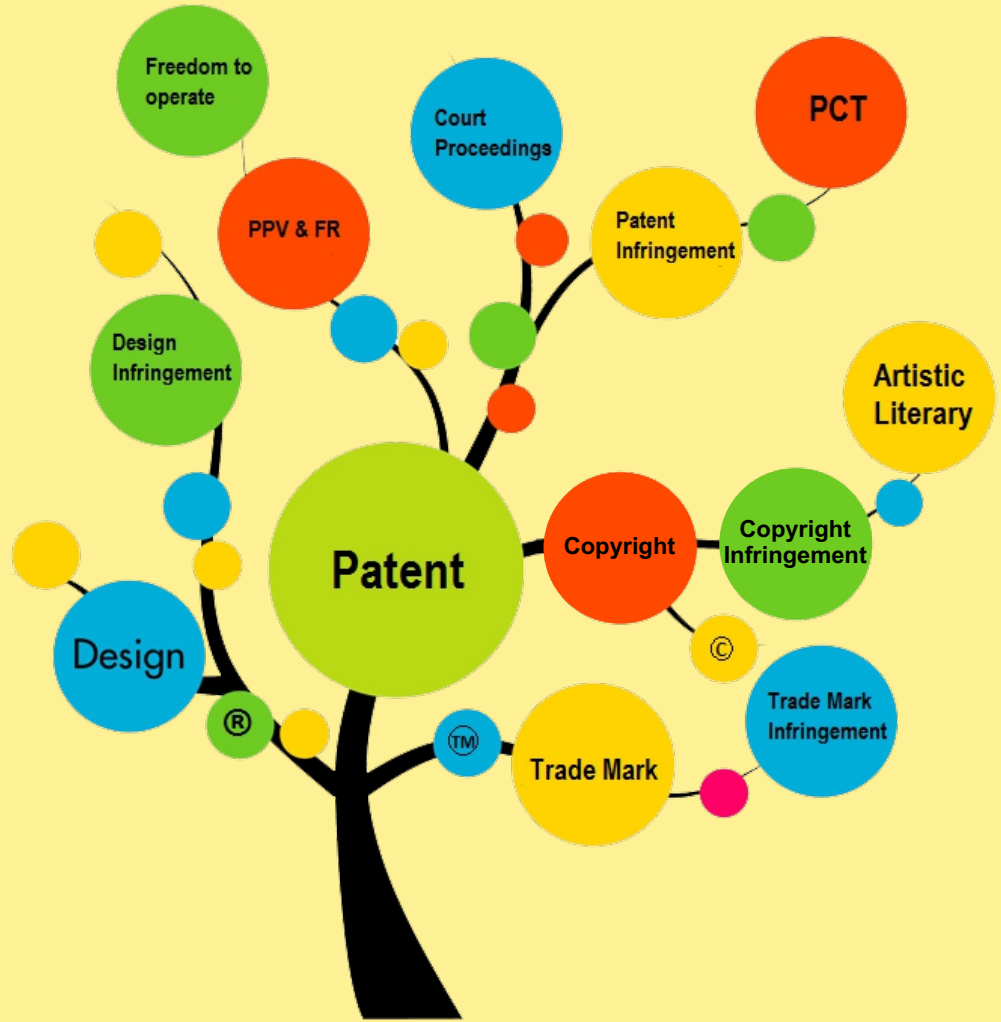




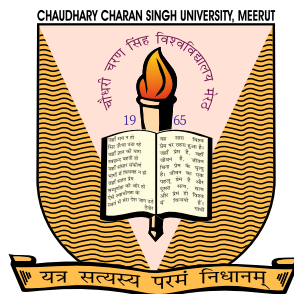
Chaudhary Charan Singh University, Meerut (U.P.) India



IPR POLICY-2022







IPR POLICY-2022

**Chaudhary Charan Singh University
Meerut (Uttar Pradesh) India**

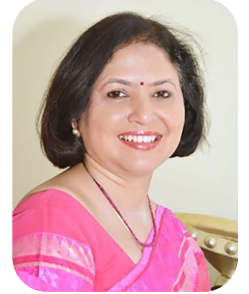
Prof. Sangeeta Shukla
Vice Chancellor



Chaudhary Charan Singh University
Meerut (U.P.) India

MESSAGE

The University today holds the torch of illumination giving shape to ideas and fostering innovation. Ch. Charan Singh University's vision is to transform individuals through education that has quality, inculcates personal development and promotes innovation. To realize the vision of the University, IPR Cell has been created and activated.



We together aim to spur the productivity of the University in terms of creating intellectual property through research and development. Our University has immense potential to provide the world with new technical advancements, to make the world altogether run at a different pace and to transform the University's vision into realization. We together with IPR Cell shall work to protect the innovations and creations arising out of our University so that the potential gets the motivation to touch the sky.

To nurture quality innovations and creations and also to facilitate functioning of the innovative biota across the University, our IPR Cell has organized brainstorming sessions for faculty members, researchers and students along with legal luminaries and technical experts in the domain. IPR cell is now well placed and I invite all our stakeholders to support in our endeavors. On my part, I will strive to thrive to place the Ch. Charan Singh University among the global leaders in imparting quality all round education and to ensure an innovative ecosystem.

(Sangeeta Shukla)

Prof. Y. Vimala
Pro Vice Chancellor



Chaudhary Charan Singh University
Meerut (U.P.) India

MESSAGE

The University's vision to produce professionals with global competence, vision and skills is being realized by the power of innovation, creativity, efficient learning and creative abilities. The University in pursuance of its vision is determined for establishing an innovative camaraderie by expanding its horizontal and vertical dimensions in protecting the Intellectual Property.



As per credentials, the University has a glorious long history of achievements. The University is proud to have passionate and intelligent faculty, intellectual researchers and amazingly quick learners and laborious students.

The enthusiasm of IPR Cell is commendable to achieve the aim of stepping up the University through Intellectual ladder. IPR Cell is striving their best to keep abreast with the rapidly evolving Intellectual Property legalization across the globe. The IPR Policy has been drafted for efficient and effective governance of the IP assets of the University. Chaudhary Charan Singh University has been continuously reiterating the importance of Intellectual Property rights and the economy of early stage business and shall ever be active and unwavering to protect the innovations and creations thus created.

(Y. Vimala)

PREFACE

Intellectual Property Rights (IPR) are the tools through which creators and inventors can be benefited for their effort and investments. Technological advancements resulting from innovations and Research & Development provide for increased efficiency & productivity, economic growth, social renovation, etc. The competitiveness of various organizations is being majorly determined by their ability to pace with new technologies. India can achieve the status of “Atmanirbhar Barat” with continuous effort to innovate and create IP assets.

Chaudhary Charan Singh University, Meerut (hereinafter referred to as University), is now determined to fast-track Innovation and Start- Ups believing that intellectual property is an intangible asset and is more valuable than any other tangible asset. Keeping this in mind, this Intellectual Property Rights Policy Document (hereinafter referred to as the IPR Policy) of the University is presented here.

University acknowledges the role of numerous shareholders in the conception of its Intellectual Property (IP), namely the government, public, researchers, faculty, staff, postdoctoral fellows, research students, postgraduate and graduate students, guest researchers, sponsors, technology transfer units and the national IP offices. University is acquainted with the significance of innovations and promotes in converting them into products, processes and services for both commercial benefits and to attain public good. The features of this IP Policy aim to meet such needs, accomplish University's vision and encourage all its shareholders to guard the inventions. The IP policy is planned to identify, guard and leverage the bouquet of IPs generated from research – patents, copyrights, design, GI and trademarks amongst others, that serve the purpose of knowledge dispersal and commercialization.

The scope roofed in this document covers the ownership, distribution, and commercial development of technology developed by University faculty, staff, and students, other participating organizations and Government. This policy will also be applicable for the research works being carried out by university along with other organizations at their premises.

The IP Policy strive for providing direction to academic and non-academic staff, students, scholars, and outside agencies on practices and rules regarding intellectual property rights (IPR) and responsibilities which include the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements. The policy put down in this document is projected to fulfil the pledge of the University to encourage academic independence and provide an inspiring environment for research and development. Additionally, this document summaries the key elements of the IP Policy, technology transfer policy and the IPR management process for creating, protecting and commercializing the Intellectual Property of the University.

(Sangeeta Shukla)

Table of Contents

<u>S. No.</u>	<u>Content</u>	<u>Page No.</u>
1.	THE IPR POLICY	5-9
2.	IP GENERATED FROM RESEARCH CONDUCTED BY UTILIZING THE UNIVERSITY RESOURCES	10-15
3.	SHARING OF COST BENEFITS	16-19
4.	CONFIDENTIALITY, DATA PROTECTION AND PRIVACY	19-22
5.	ORGANIZATION	23
6.	TECHNOLOGY TRANSFER POLICY	24-27
7.	ADDITIONAL GUIDELINES TASK GROUP FOR IPR POLICY	28



1. THE IPR POLICY

Preamble:

Intellectual property (IP) denotes creations of the mind that can be inventions; literary and artistic works; symbols or logos, names and images used in businesses etc. Intellectual Property can be sheltered or protected legally in the form of patents, copyright, design, GIs, trademarks etc. An IPR policy is the foundation of innovation and creativity for academic world. It provides structure, predictability, and a framework for innovative minds to create and innovate. The University through this IP Policy aims to contribute to renovating industry and society by bringing research- led education, encouraging innovation, collaboration and nurturing human values.

The key objectives of IPR policy include:

- i. To provide an outline to nurture innovation and creativity in the areas of science, technology, design, and humanities by fostering new ideas and research, in a principled atmosphere.
- ii. To safeguard intellectual property (IP) rights of faculty, students, and staff of the University, by transforming their inventive, creative and innovative work into IP rights.
- iii. To put down a well-organized, rational, and apparent organizational process for ownership regulation and assignment of IP rights and allocation of revenues generated by IP, created and owned by the University. Moreover, government funded research carried out by the inventor(s)/ organization(s) must be disclosed to the Government Agency(s) that have funded their research.
- iv. To stimulate more collaborations between academic world and industry through better lucidity on IP ownership and IP licensing.
- v. To generate a tool for knowledge generation and its commercial utilization. Another objective of IP commercialization is to realize the objective of the

University, its centers of excellence and labs to become self-independent financially and also to provide reward to faculty and researchers.

- vi. To establish an IPR Cell for assisting all innovations, creativity and IPR related activities of students, research scholars and faculty members. The IPR Cell will act as a nodal agency to implement the directive of the draft procedures for IPR Cells.

Definition of Terms

- Author: An author is as defined under Section 2(d) of the Copyright Act, 1957.
- Collaborative Activity: is the research undertaken by the personnel of the University, in cooperation with industry and/or another researcher(s), who are not the personnel from the University.
- Creator: means the researcher who contributed to the creation of the Intellectual Property (IP) (copyrights, designs and trademarks).
- External Partners: includes Government of India, State Government(s), Local Self-Governments, Government Departments, Foreign Governments, International Organizations, Public Sector Undertakings (PSUs), all types of Private Sector Organizations, Multinational Corporations, Non-Governmental Organizations, and/or other institutions that provide research projects or consultancy assignments to researcher on regular or irregular basis; or any combination(s) of the above.
- Inventor: means the researcher who contributed to the creation of the Intellectual Property (IP) (essentially patents).
- Intellectual Property: Intellectual Property, as provided under Article I of the Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS), refers to all categories of intellectual property that are subject of Sections 1 to 7 of Part II of the TRIPS Agreement.
- Intellectual Property Rights: means ownership and associated rights relating to aforementioned Intellectual Property, 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. The IPRs recognized in India are broadly listed below:

- a. Patent: As defined under Section 2(m) of the Patents Act, 1970.
 - b. Copyright: Copyright is a right given to creators of literary, dramatic, musical and artistic works and producers of cinematograph films and sound recordings.
 - c. Works are as defined under the Copyright Act, 1957
 - d. Trade Mark: As defined under Section 2(b) of the Trade Marks Act, 1999.
 - e. Design: As defined under Section 2 (d) of the Designs Act, 2000
 - f. Semiconductor Integrated Circuit: As defined under Section 2(r) of the Semiconductor Integrated Circuits Layout Design Act, 2000
 - g. Plant Variety: It is governed by the Protection of Plant Variety and Farmers Rights (PPVFR) Act, 2001. It recognizes the contributions of both commercial plant breeders and farmers in plant breeding activity and also supports the specific socio-economic interests of all the stakeholders including private, public sectors and research institutions, as well as resource-constrained farmers.
 - h. Geographical Indication: As defined under Section 2(e) of the Geographical Indications Act, 1999.
- Moral Rights: Moral rights are enshrined under the aegis of Section 57 of the Copyright Act, 1957. They are the author's or creator's special rights which include: the right to paternity and the right to integrity.
- Researcher: It means;
- a. persons employed by the University, including faculty and staff;
 - b. students, including undergraduate, postgraduate, doctoral and post-doctoral students of the University;
 - c. any persons, including visiting faculty, project staff, interns;
 - d. any persons, who use the resources of the University and who perform any research task at the University or otherwise participate in any research project(s) administered by the University, including those funded by external sponsors. Wherever different conditions are applicable for any of the sub-categories of researchers, they are specifically mentioned in the guidelines.

- Research: Ownership rights over IP generated in the University will vary as per source of funding for the research through which IP was generated:
 - a. Research undertaken by a researcher in the normal course of his/her engagement/ appointment with the University, utilizing resources of the University. This includes, but is not limited to, use of space, facilities, materials, or other resources of the University, specific monetary support for research through grants or fellowships, funds for procuring books/ equipment or materials for specific research projects, and creation/ modification of infrastructure like labs for the specific needs of research.
 - b. Research undertaken by a researcher in collaboration with an external partner. This support from external partners includes, but is not limited to, specific monetary support given for research through grants or fellowships.
- Research Agreement: It refers 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 IP created at the University.
- Royalty: It is the payment made to an inventor/author or an institution for legal use of a patented invention or any intellectual property when licensed.
- Sufficient Disclosure: It means providing a comprehensive description of features vital for carrying out the invention in order to render it apparent how to put the invention into practice to a person skilled in the art.

Scope of the IPR Policy

The scope of this IPR Policy shelters the ownership, distribution, and commercial development of technology by the University faculty, staff members, and students, other partaking organizations and Government funding Agencies in the programs taken up by the University. This document will equally be applicable for the research works carried out by the University with other organizations at their Premises. Moreover, it covers Technology Transfer Policy and the incentives for the inventors:

- i. This IPR Policy shall be applicable to all Intellectual Property generated at the University, and to all IP rights related with the intellectual property, from the date of execution of these guidelines.
- ii. This IPR Policy shall be applicable to researchers legally related to the University. Such legal association may be due to the provision of law, joint agreement or individual agreement (such as employment/ retainership contract/ pursuance of studies or any other legal arrangement).
- iii. All employees of the University whether recently recruited or recruited earlier, have to sign a standard agreement by IPR Cell of the University consenting to the guidelines of IP Policy. Further, they will be required to note the University policy on Intellectual Property Rights by the IPR Cell regularly.
- iv. This IP Policy shall not be applicable where the researcher is in an explicit agreement to the contrary with the University before the effective date of the guidelines, or the University formerly entered into an agreement with a third party relating to the rights and obligations set out in these guidelines.

Ownership of IP:

University's personnel are enabled to elect that the outcomes of research carried out by them in the course of their engagement with the University shall be distributed through publications or in any other manner as they deem fit in accordance with general academic practice. But, the concerned parties must be mindful of the various Intellectual Properties that are produced in the progression of their research and teaching having potential for enhanced productiveness or advance inventions and creative activities as a means of effective communication and propagation. Under circumstances where a specific invention / development come under the IP Policy will supersede. The University's capacity to grant waivers to the inventors from IP policy is given to the Nodal officer, IPR Cell at the University.

Ownership rights on IP may fluctuate in accordance with the environment in which the concerned IP was created. A two-tier classification is recommended for adoption. Each University department or center is accountable for guaranteeing that all faculty, research staff (including visiting and affiliate research staff), and graduate students, students sign the agreement while recommending IP to be filed. ***No IP shall be filed without the knowledge of the University.***

2. IP GENERATED FROM RESEARCH CONDUCTED BY UTILIZING THE UNIVERSITY RESOURCES

PATENTS

- i. All inventions created by researchers or students or faculties in continuance of their accountabilities with the University, developed by using the resources of the University, or with the combination of funds, resources and/or facilities of the University, shall typically be entrusted with the University.
- ii. In cases where the University concludes that an invention was made by an individual(s) on his/her own time and unrelated to his/her duties towards the University and was conceived or reduced to practice without using the resources of the University, then such invention shall vest with the individual(s)/ inventor(s).

COPYRIGHT

- i. The ownership rights in lecture videos or Massive Open Online Courses (MOOCs), films, plays, and musical works, institutional materials including, but not limited to, course syllabi, curricula, exam questions, exam instructions, and papers/ reports explicitly commissioned by the University, shall typically be vested with the University. The moral rights, wherever applicable shall continue to vest with the author(s).
- ii. The ownership rights in scholarly and academic works generated utilizing resources of the University, including books, journal/conference papers, articles, student projects/dissertations/ theses, lecture notes, audio or visual aids for giving lectures, films, plays and musical works shall ordinarily be vested with the author(s).

TRADEMARKS

- i. The ownership rights in every trademark concerning the University shall typically vest with the University.
- ii. In cases where the University concludes that the trademark was created by an individual(s) on his/ her own time and unrelated to his/ her duties towards the University [e.g. name of a company/ start- up venture by the student(s)], then the

right to the same shall typically vest with the said individual(s).

INDUSTRIAL DESIGNS

- i. Industrial designs made by researchers in continuance of their duties with the University, developed by exploiting the resources of the University, or with the combination of funds, resources and/or facilities of the University, shall typically vest with the University.
- ii. In cases where the University concludes that the industrial design was created by an individual(s) on his/her own time and unrelated to his/her duties towards the University and was conceived or reduced to practice without utilizing the resources of the University, then such industrial design shall vest with the individual(s).

SEMICONDUCTOR INTEGRATED CIRCUITS AND PLANT VARIETY

- i. The ownership rights over integrated circuits and plant varieties, with the exploitation of resources of the University, shall vest with the University.
- ii. In cases where the University concludes that the semiconductor integrated circuit layout design or plant variety was created by an individual(s) on his/her own time and unrelated to his/her duties towards the University and was conceived or reduced to practice without utilizing resources of the University, then the semiconductor integrated circuit layout design or plant variety shall vest with the individual(s).

IP Generated from Research & Development Conducted in Collaboration with External Partners

- i. In regard to research done in association with external partners, ownership of IP shall be determined in accordance with terms and conditions laid in the agreement signed between the concerned parties. But, unless explicitly decided upon, the University shall typically retain perpetual and royalty free license to use the IP for research and educational purposes.
- ii. When there is no specific agreement between the University, and the external partner, providing research support, the IP rights shall be shared between the

concerned parties, in line with the royalty proportion laid down under “*Licensing and Revenue Sharing*” section of this policy document.

Disclosure

The University reassures timely disclosure of all prospective Intellectual Property, Inventions or Innovations produced (conceived or reduced to practice in whole or in part) by researchers/students/faculty of the University in the progression of their University associated activities. Disclosure to the IPR Cell empowers prompt action by the University to suitably protect and circulate the research activities going on at the University.

Commercialization, IP Licensing and Benefit Sharing

TYPES OF IP LICENSING AND ASSIGNMENT

The usual way to transfer the IP leading towards its commercialization is by licensing and assignment of IPRs to a third party. The notable difference between the two beings that assignment encompasses transfer of ownership, whereas licensing is restricted to allow certain uses.

Universities’ foremost preference shall be the way of licensing in order to retain the ownership rights on the IP while commercialization.

Major types of licensing that may be used are described below:

- i. Non-exclusive licensing:** Under this arrangement the licensor is allowed to enter into agreements with more than one licensee for utilization and exploitation of the IP.
- ii. Exclusive licensing:** Under this arrangement the licensor licenses the IP exclusively to one licensee. Here, the only the licensee will permit to the licensor to utilize and exploit the concerned IP. As far as possible the extent possible such exclusive licensing shall be avoided.
- iii. Sub-licensing:** This mode of licensing shall be applicable where the licensee desires to additionally license the IP to another party(s).

The foremost choice for licensing by the University shall be non-exclusive licensing. Though, situations where it is persuasive to utilize a blend of the above types of licensing shall

be assessed on case-to-case basis.

Under circumstances where both the inventor(s) and external party(ies) wishing for the license by the University for the same IP owned by the University at the same time, preference shall be given to the inventor(s) depending upon the nature of technology along with other respects.

Regardless of the license provided, the University shall retain the right for research exemption and experimental use for patents, design rights, fair use of copyrights and trademarks on wide perpetual license towards its elementary objective of academics and augmenting research. This shall include the right to publish, utilization of technical data, method, product and allied services resulting from previous research licensed for the activities stated formerly.

Licensing Agreements and Revenue Sharing Research outputs generated by utilization of resources of the University

- i. The University shall have a revenue sharing agreement(s) with the researcher(s), in cases of commercialization of IP, as per the recommendation of the IPR Cell. The particulars of revenue sharing shall be decided, based on the type of Intellectual Property and nature of commercialization.

The suggested royalty sharing model between creator(s)/ inventor(s) and the University is illustrated below:

Case	Net Earnings	Inventor (s) Share	University Share	Services Amount**
1	For the First Amount Q*	40%	50%	10%
2	For the Next Amount Q	30%	60%	10%
3	For Amounts more than 2Q	20%	70%	10%

*Q is upto Rs 50 lakhs

**Service Account – The fund generated in this account shall be utilized for the promotion and up-gradation of the invention. Unused funds from the service account shall be utilized by the IPR Cell for promotion of commercialization, IP protection and other associated activities.

- ii. The cases where the IP filing costs were not borne by the University, the researcher shall be permitted to first deduct the IP filing and maintenance costs incurred from any income ensuing from the commercial exploitation of the IP, there are circumstances where provisional patent applications have to be filed by the inventors before any disclosure of the innovation. Therefore, the income beyond such costs needs to be shared with the University.
- iii. The researcher's share may continue to be paid, notwithstanding the individual continues as a researcher at the University or not.
- iv. In cases where there are more than one researcher involved in the creation of IP, all the researchers qualifying for benefit sharing in the concerned IP may sign an agreement demarcating the suggested distribution of any IP-related earnings based on their contribution, at the time of filing the application. Such agreement should state the proportional distribution percentage earnings from IP to each of the researchers. The researcher(s) may, at any time, by mutual consent, revise the sharing of IP earnings agreement, and the University, may agree to the revised agreement, subject to the recommendation of the IPR cell.
- v. For IP-related revenues earned by the University, 50% shall be utilized for forming the University IP management fund. Such fund shall be used for activities concerning the commercialization and maintenance of IPR or obtaining IPR in any other country, or for capacity building in the area of IP protection. Additionally, 10% of such share may be paid to the University as administrative charges, and 40% of it may be presented to the concerned department for purchasing equipment or materials, for Annual Maintenance Contracts (AMC), for other academic/research activities or for promotion of science and innovation.
- vi. Under situations where the copyright vests with the author(s), the University shall have a non-exclusive, royalty free, irrevocable, and worldwide license to utilize the IP for research, non-commercial and educational purposes. Moreover, in cases where the University is the owner of copyright in lecture videos and/or MOOCs, the author(s) shall have a non- exclusive, royalty free, irrevocable, and worldwide license to use the IP for research, non- commercial and educational purposes.

Research outputs generated in collaboration with external partners (sponsored)

- i. The revenue sharing on IP created from a partnership between the University and external partners may be based on the agreement signed between the University and the external partner at the commencement of such partnerships. Caution may be taken to guarantee that researchers do not enter agreements where the University neither benefits in terms of revenue nor for IP sharing.
- ii. In situations wherein, the assignee or the licensee has not taken sufficient steps for the commercialization of the IP owned by the University, the University may consider revocation of such license and may assign it to another party, subsequent to due process.

Encouraging Entrepreneurship and Start-ups

To stimulate and inspire entrepreneurial activities by the University researchers, the University, will license or reassign, under a contract, its ownership of IP to the inventor(s) or creator(s) of the property, who elect to market, protect, and license it on their own with insignificant involvement of the University. The fees to be paid to the University by the assignee comprises all patenting and licensing expenses, apt amount of royalties, equity or other value received by the inventor(s) or creator(s). To encourage a start-up/ venture set up by a researcher, it may be freed from any upfront fee and/or royalty ensued to the University for a period of 3 years from the date of licensing or assigning.

The University would try to exploit the IP either by itself or by commissioning an agency to bring to fruition the IP produced by its personnel. The inventor(s)/creator(s) may seek the University, to assign the rights to them after a certain holding period.

Limitation of Liability

All commercialization agreements shall evidently mention that the University is protected and indemnified from all charge arising from development and commercialization of the IP. Additionally, the policy supports the need to indemnify the University researchers built into the license agreements for sponsored research and consultative work. The University shall retain the right to engage in any type of litigation concerning its IP and license infringements.

3. SHARING OF COSTS RELATED TO IP PROTECTION

Regarding the costs of IP protection, the University shall embrace the following policy:

- i. In cases where the University is the lone owner of IP, the costs shall be borne by the University subject to the assessment and recommendation of the IPR cell.
- ii. In case where the University declines to incur costs of protecting IP, the inventor may be permitted to file IP applications in the name of the University at their own costs. Faculty shall be allowed to reimburse the IP filing costs from their CPDA after the patent status becomes “published”. The IP filing costs may be recovered as per the provisions concerning to benefit sharing as defined under the Licensing agreements and revenue sharing section.
- iii. In cases where the IP ownership is shared with external partners, the costs for IP protection may be shared by both the parties, in line with the terms and conditions laid down in the agreement.
- iv. In cases where there is transfer of rights/ ownership of the University owned IP, the costs involved may be borne exclusively by the licensee, assignee or person acquiring such rights.
- v. In the short-term the University will only consider filing patents in India.
- vi. Renewal of IPR: A conclusion on the annual renewal of IP rights will be made by the University. If the University decides not to renew the IPR in India or any country, then it may assign the rights of the IP in that country to the creator(s) based on a request to that effect from the creator(s) and an internal review. In all cases where IP rights in any specific country have been reassigned to the inventor(s), the University shall not claim any share of proceeds earned through that IP in that country excepting for the concerned costs incurred by the University.

Waiver of IP rights by the University

1. Subject to any associated agreements, or any other agreement thereof, the University may waive its rights, if the University decides not to pursue the

protection of IP within six months, from sufficient disclosure by the researcher(s) to the University.

2. The University shall take all steps to deliver the decision to the researcher, whether to pursue or not the protection of IP, within three months, after sufficient disclosure by the researcher, to the University. Under all such circumstances, unless clearly agreed to the University, shall retain a non-exclusive, royalty-free, irrevocable, and worldwide license to use the IP for research and educational purposes.

Use of University's IP Resources

The University may allow its certain IP resources to be utilized by the third parties under certain distinct conditions given there under:

- (i) Intellectual Property already in existence and owned by the University;
- (ii) Usage of the name, logo, or trademark of the University in the creation and marketing of intellectual property.

Conditions:

1. Such IP resources shall be used only in public interest;
2. They will be utilized:
 - i. In a responsible manner to create a product/process in line with the environmental safety and good manufacturing practices promoted by the Government of India and its regulatory bodies;
 - ii. In encouraging truthful claims and information so that they do not mislead the society;
 - iii. In a manner so that there is no liability on the university if there occurs any misuse of trademark(s) or accidental damage arising due to use of trademark(s).

DEALING WITH IP RIGHTS OWNED BY THIRD PARTIES

Use of technology protected by IPRs like patents and designs

There are circumstances when researchers may require the use diverse technology/ design/ software, for their research. In all cases, due care and consideration must be given so that there is no infringement of the IP rights of the third parties. Some of the concerned licenses may have restricted use policy. Therefore, it must be assured that in such cases necessary permissions are taken from such concerned IP owners before engaging in any use beyond the terms of license or as permitted under the relevant statute(s) in India.

Use of copyrighted materials

Researchers utilizing copyrighted material for teaching or research purposes must make sure that they have the required permission for the utilization from the concerned copyright holder(s) or is within the limits of exceptions provided under the Indian copyright law.

- i. The University library may consider creating University Repository and a link to the same may be provided on its official website.
- ii. In the absence of University repository, the researchers will be permitted to submit suchworks in other open repositories in the appropriate subject area.
- iii. The researchers may be motivated to license their works using an open license in order to enable other researchers to use the research outputs by providing suitable attribution to the researchers.

Promotion of the use of Free and Open-Source Software (FOSS)

The utilization of Free and Open-Source Software (FOSS) can help in enhancing the software- related skills of students and researchers. Wide adoption of FOSS may also help to sharpen the quality of software and minimizing the long-term costs of research in the universities. Therefore, the University may:

- i) actively encourage the utilization of FOSS among researchers, together with openstandards;
- ii) organize training programs on regular basis in FOSS for researchers;
- iii) under open licenses, license University – owned software; and
- iv) as far as possible, utilize FOSS for all official purposes.

4. CONFIDENTIALITY, DATA PROTECTION AND PRIVACY

As soon as the Inventor recognizes potential IP arising out of his/her research or from research by students and research scholars working under his supervision, he/she shall reveal such potential IP to IPR Cell immediately utilizing Invention Disclosure Form. The information provided by the inventor must be complete and accurate so as to enable the evaluation of the technical and related features and functions, ownership, commercial potential and IP protection that might be applicable to such IP. Upon full disclosure, such disclosed IP may be registered and given a reference number and further, the IPR Cell shall share this reference number with the inventors to indicate that the concerned IP has formally been received by the University.

The information, documents and/or data within or related to the University, must be held by every user securely and every activity relating to such information, documents and/or data must be kept confidential by the user(s) and must be utilized solely for such activities. The University shall take all effort to secure the data and personal information against unauthorized access, loss, destruction or breach. It is advisable to have proper nondisclosure agreements with the user(s) in place to protect such confidential information, documents and/or data.

Any information apart from as stated above shall not be treated as Confidential Information:

- which is already in public domain;
- is required to be disclosed by law or regulation;
- is developed by the inventor independently; and
- is received from a third party having no duties of confidentiality to the disclosing party.

PUBLICATIONS

The publication, document and/or paper resulting from research activities shall be co-owned by the University and researcher(s).

- i. The name, logo and/ or official emblem of the University must not be used without former written permission from the University. This shall apply particularly to researchers other than faculty.
- ii. The researcher may publish research material, however a joint decision of University and researcher shall be preferable and beneficial for both.
- iii. Due care must be taken that until the Patent (if applicable) is filed, no research material should be published.
- iv. The University may have the right to require the researcher to exclude definite portions from the information to be published.

DISPUTE RESOLUTION

Under disputed circumstances between the University and the inventor(s) / creator(s)/ any other aggrieved person(s), regarding the implementation of these guidelines, scope, operation or effect of any contract/ agreement entered into, or the validity or breach thereof, the inventor(s) / creator(s)/ any other aggrieved person(s) may appeal to the Nodal officer of the IPR Cell. Appropriate steps shall be taken by the University to address the concerns of the aggrieved party by appointing committee of experts and the decision of the Nodal officer of the IPR Cell shall be considered final.

IPR MANAGEMENT

The University IP shall be managed by the IPR Cell. The IPR Cell shall function with the primary objective of empowering students, researchers and professors to identify, generate and protect their intellectual property through patents, copyrights, trademarks, designs, etc. The IPR Cell will also take appropriate and sufficient steps to commercialize the intellectual property, which in turn will lead to the creation of fruitful dynamic system between universities, investors and industries. Moreover, the IPR Cell will assure continuous and perpetual knowledge transfer amongst students and faculties, alike.

Objective of IPR Cell

The primary objective of the IPR Cell shall be to create an growing framework where creativity and innovation are encouraged by Intellectual Property for the benefit of all; where intellectual property brings advancement in science and technology, arts and culture, media and entertainment; where knowledge drives development, and knowledge owned is converted into knowledge shared; where an environment is shaped wherein novel ideas, research and scholarship flourish so that it can give rise to leaders, creators and innovators.

Responsibilities

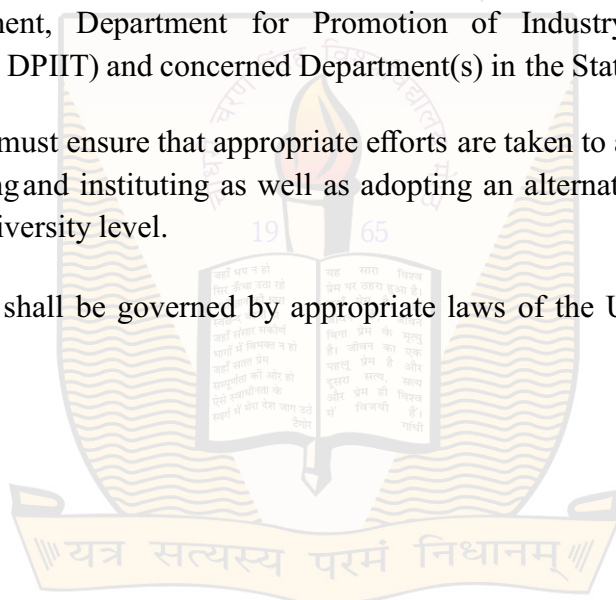
- i. IPR Cell shall be accountable for piloting the following:
 - ✦ IPR Awareness Programs for students, faculty, researchers, officials, etc.
 - ✦ Self-Training Workshops/ Advanced level awareness programs for students, faculty, researchers, officials, etc.
- ii. IPR Cell shall encourage establishing an environment full of academic and R&D excellence and arranging specific programs on IPR for the undergraduate and

postgraduate students as well as organizing IPR counselling programme for research scholars on regular basis.

- iii. IPR Cell shall take all efforts to ensure exposure of students, faculty, researchers, officials, etc. to the significant IP law practices and provide them with an opportunity to learn and use their legal skills under the supervision of IP practitioners and experts.
- iv. IPR Cell shall ensure suitable identification of innovation and research on contemporary issues of national and international relevance and in turn leading to creation of IPR.
- v. IPR Cell shall take all possible steps and efforts for collaborative frameworks for industry – University partnerships at national and international scale to initiate research and development of commercial value.
- vi. IPR Cell shall work with the innovation and creativity ecosystem existing in the University.
- vii. IPR Cell shall assist in the recording, monitoring and maintenance of the IP portfolio of the University. It may decide on an outside counsel/ IP firm for managing its IP portfolio.
- viii. IPR Cell shall work to boost the repute of the University as an academic research institution and a member of society as well as the repute of the researchers by carrying out the research results to public use and benefit. It must make all efforts so that a culture is established that enriches recognition and respect for IP amongst students, faculty, researchers, officials, etc.
- ix. IPR Cell shall be an upholder of the University procedures on the identification, ownership, protection and commercialization of IP.
- x. IPR Cell shall motivate researchers to identify solutions for problems faced by the industries and tailor research projects around the same, on regular basis.
- xi. In case of IP Filings: IPR Cell shall make sure that students pursuing Post-graduate and above courses (M. Tech and Ph.D. students) must undertake patent search before publishing any research paper and if applicable should file for a

provisional patent application for novel inventions.

- xii. IPR Cell shall accept all Invention Disclosure Forms and applications for IP filing. The IPR cell may constitute an IPR Assessment committee having internal and external experts based on the nature of application and the recommendation of the committee will be submitted to the IPR Cell's Nodal officer's approval.
- xiii. For filing any IP, IPR Cell may look for required help from the nearest PIC/IPFC or TISC present across the country. IPR Cell may also take assistance from these entities for legal certainty in research activities and technology-based relationships with third parties.
- xiv. IPR Cell shall share half yearly reports, providing updates for the work done and targets/ milestones achieved, with the Centre for IPR Promotion and Management, Department for Promotion of Industry and Internal Trade (CIPAM- DPIIT) and concerned Department(s) in the State Government.
- xv. IPR Cell must ensure that appropriate efforts are taken to address the concerns by developing and instituting as well as adopting an alternative dispute mechanism at the University level.
- xvi. IPR Cell shall be governed by appropriate laws of the Uttar Pradesh State and India.



5. ORGANIZATION

The IPR Cell will have a basic structure and work dedicatedly towards establishing a creative, innovative and IP friendly ecosystem as well as develop monitoring mechanisms in University. It shall contain the following members:

- **Nodal Officer, IPR Cell:** Any one of the senior faculty members shall be the nodal officer of the IPR Cell and shall be accountable to ensure that all the mandates are followed and the roles and liabilities for effective functioning are cautiously followed. Such persons shall additionally be responsible for utilizing his or her network to reach out to industries for collaboration with the university. A basic knowledge on IPRs is mandatory.
- **IPR Faculty Coordinators:** If needed, 2-3 faculty members nominated by the Nodal officer of the IPR Cell shall be responsible for day-to-day operations of the IPR Cell and will coordinate with the students and faculty.
- **Student Coordinator(s):** If needed, two student members having interest in the field of IPR shall be appointed as student coordinators. They will work under the supervision of the IPR Coordinators to achieve the objectives of the IPR Cell.
- **One Computer expert/Typist:** Responsible for maintaining the records, and accounting details.

All members of the IPR cell must have basic knowledge on IPRs and make every effort to get apt certifications.

IPR Contracts and Agreements

All agreements in relation to IPR including but not limited to the following categories, for activities undertaken by any University personnel need to be approved by the University. The sponsored research and consultancy cell may comply with the IPR policy and keep the IPR cell informed of any specific disclosures or joint patent filings with external parties. The Nodal officer acts as the final signing authority in all categories of agreements listed above. All agreements to be signed by the University will have the jurisdiction of the court in Meerut and shall be governed by appropriate laws of India.

- Confidentiality Agreement / Non-disclosure Agreement
- Evaluation Agreement
- License Agreement
- Alternative Dispute Resolution Agreement
- Technology Transfer Agreement

6. TECHNOLOGY TRANSFER POLICY:

PREAMBLE

The Technology Transfer Policy defines the ownership distribution, and commercialization of rights associated with Intellectual Property (IP) developed at or received by the Chaudhary Charan Singh University, Meerut and describes the general obligations associated with the technology licensing process. The policy shall aim to ensure that applied research and technology development projects of the University may be transferred to an appropriate industry partner for commercial applications. This will motivate the researchers and shall instigate the development of a strong revenue source for research activities of the University. This shall be done transparently considering all relevant techno-commercial factors well drafted in the mutually agreed documents between the industry and the University. The University has constituted technology transfer cell which shall draft its technology transfer policy. The University recognizes and supports technology transfer as an integral component of the University's vision and mission. The licensing of IP rights to parties outside the University is one significant manner in which technology transfer is accomplished, and is the focus of this policy.

Objectives

The objectives of Technology Transfer policy are as following:

- i. To identify the areas of technology for transfer.
- ii. To assess technology readiness level (TRL) of the technology developed on the scale 1 to 9.
- iii. To publicize the technology developed and formulate marketing strategies.
- iv. To screen the prospective industries for the technology by internal committee.
- v. To find the mode of technology transfer .
- vi. To assign terms and conditions for technology transfer.
- vii. To monitor post transfer support.

The Technology Transfer Cell constituted for the purpose is authorized to administer this policy and to implement further rules and procedures within the framework provided herein to facilitate technology transfer and compliance with this policy. The University reserves the right to amend this policy at any time, including with respect to current and superannuated

employees.

Policy Governance

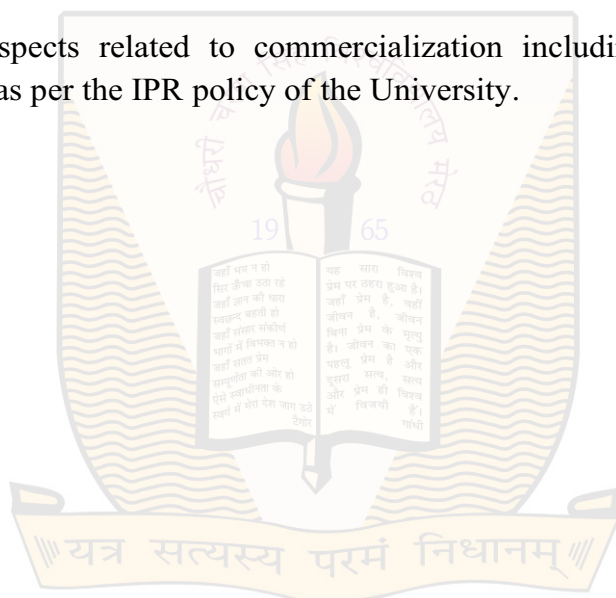
- i. The policy shall follow the rules and regulations laid down by Government of India.
- ii. The technology made by any teacher or employee, regardless of employment status, with the direct or indirect support of funds administered by the University shall be the property of the University.
- iii. Ownership of copyrights of the product created by the teacher/person/employee will entirely lie with the University, Meerut but cannot bring the product into the market without the permission of the person/teacher/employee who is awarded patent.
- iv. The teacher/person/employee of the University who created the product will have the right to enter into agreement/MoU with the industry/company to transfer the patent /technology into the product which will be launched in the market. No other person/employee will have the right to enter into agreement with any industry/company to bring the product into the market.
- v. It is the obligation of teacher/person/employee of the University engaged in consulting and other activities with outside entities to ensure that their activities and agreements with third parties are not in conflict with the provisions of this policy or other commitments involving the University.
- vi. Revenues generated by licensing of University IP provide a strong incentive for employee participation in technology licensing and support further investment in research and technology transfer.
- vii. The University shall share revenues received from commercialization effort with all involved University Inventor(s).
- viii. The revenues generated from technology transfer shall be shared between the University (applicant) and the inventor/ inventors as per the norms of IPR policy of the University.

- ix. The University will own Intellectual Property made by a former University employee if the IP was made both i) with substantial University faculty guidance or University resources and ii) during activity directly relating to and closely following employment iii) the project sanctioned to the university. For example, if a graduate student researcher completes a research project and is no longer technically an Employee, and an invention is conceived during the creation of a dissertation or similar activity relating to the research involving faculty guidance, the University will own the patent rights related to the invention.
- x. Trade and service marks that are related to the University IP and technology transfer activities will have University mark with its logo as they are owned by the University, and will be managed by technology transfer cell. University mark will be decided by the patent awardees.
- xi. The University shall set up an Incubation Centre which may register the technology to be transferred and may initiate a start up. This may provide new job opportunities to the students of the University. Further, revenue generated may enhance the research quality and provide better platforms to the students.
- xii. The price of the product will be recommended by the patent holder in consultation with the third party (Manufacturer/industry) which will be approved by technology transfer cell.

The constitution of the Technology Transfer Cell shall be as below:

Vice-Chancellor	Chairperson
Dean of the concerned Faculty	Member
Nodal Officer of IP Cell	Member
Registrar	Member
Patent Holder	Member
Senior Professor (Science)	Member
Senior Professor (other than science)	Member
Law Officer	Member

- It is the objective of Technology Transfer Cell to diligently pursue the best opportunities to transfer University IP consistent with the vision and missions of the University and for the public benefit. In consultation with Inventors, technology transfer cell shall have authority for decisions concerning the route of commercializing, as well as the selection and use of outside resources, including outside legal counsel, to assist in commercialization.
- Tangible property, including models, devices, designs, computer programs and other software, cell lines, antibodies, recombinant materials, laboratory animals, chemical compounds, compositions, formulations, plant varieties, and records that comprise University IP may be distributed outside of the University consistent with applicable laws, policies, and exiting license agreements. The technology transfer cell shall set and administer rules regarding transfers of tangible materials.
- All the aspects related to commercialization including financial shall be regulated as per the IPR policy of the University.

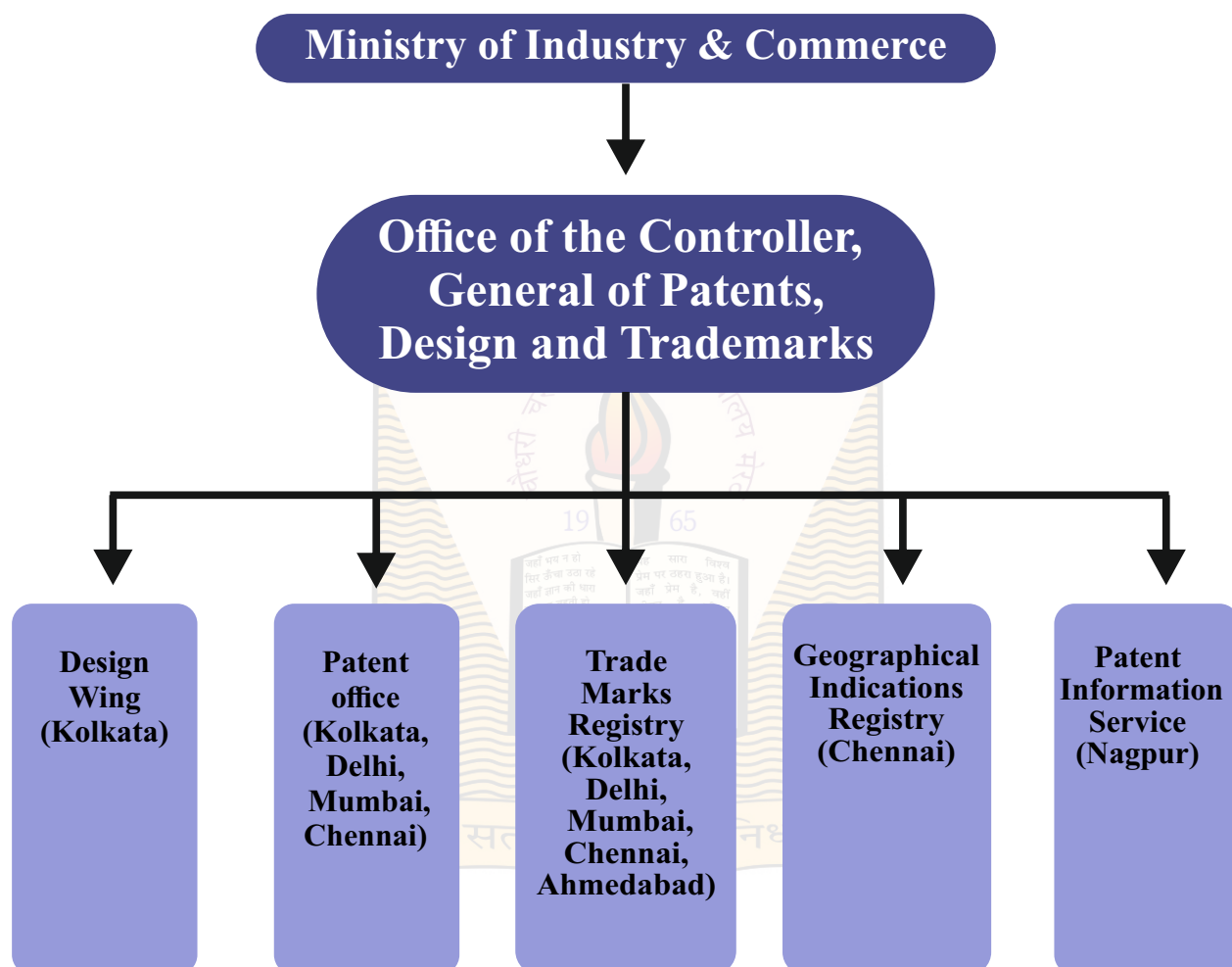


7 ADDITIONAL GUIDELINES

- Publication/ Display in Public Exhibition of Invention before Filing for Patent: Generally, an invention, if published or publicly displayed cannot be patented, as such publication or public display leads to lack of novelty. Under certain circumstances, the Indian Patents Act, 1970, provides a grace period of 12 months for filing of patent application from the date of its publication in a journal or its public display in an exhibition organized by the Government or disclosure before any learned society or published by the applicant. The detailed conditions are provided under Chapter VI of the Patent Act (Sections 29 – 34).
- **Inventions/ Innovations that cannot be patented:** Innovations/ Inventions falling under the category of Sections 3 and 44 of the Indian Patents Act, 1970 cannot be patented in India.
- **Acts that do not constitute copyright infringement:** Section 52 of the Indian Copyright Act, 1957, specifically state certain acts as not being infringement of copyright. The “doctrine of fair dealing” envisaged under section 52 of the Indian copyright law allows certain use(s) of copyrighted works in special cases such as: private use for the purpose of education, research, critique, review, etc.
- **Attribution or Citation should be done wherever references have been sourced from other work(s):** Copying or using any work from an already published or non-published work whether digital or in physical form, should be rightly attributed and referenced to the original source. Unless allowed as “fair dealing”, copying should not be done without obtaining required permissions/licenses from the author/ creator. Remember, plagiarism is not only immoral, it is also illegal.
- **Keep a record of all legal and related documents:** All agreements which are to be entered into with co-creators/ inventors / third parties should be documented properly to establish the ownership of any IP created. Additionally, keep a record of all documents relating to the IP, since the expressed inception of the idea.
- **Rain check regarding names/ brands before choosing a trade mark:** A prior public search for trademarks would prove beneficial before choosing a name or a brand name. This would aid in checking whether the same has been registered already as a trade mark.

ORGANIZATIONAL STRUCTURE

IP Offices



Nodel Agencies for IPR Facilities in India & UP

India

- **Technology Information, Forecasting and Assessment Council (TIFAC) Patent Facilitation Cell, New Delhi**
www.indiapatents.org.in
- **Andra Pradesh Technology Development & Promotion Center**
www.aptdc.com/www.apipr.org
- **National Research Development Corporation, New Delhi**
www.nrdcindia.com

Uttar Pradesh

**Patent Information Center
Council of Science & Technology, Lucknow
(U.P.) India**

TASK FORCE FOR IPR POLICY IMPLEMENTATION

Prof. Sangeeta Shukla, Vice-Chancellor

Chaudhary Charan Singh University, Meerut-250004 (UP) India

Prof. Y. Vimala Pro Vice-Chancellor & Chairperson

Chaudhary Charan Singh University, Meerut-250004 (UP) India

Prof. Shailendra Singh Gaurav, Coordinator (Nodal Officer IP cell)

Chaudhary Charan Singh University, Meerut-250004 (UP) India

Dr. Tanu Priya, IP Attorney, IP VASE, Gurgaon (Haryana)

Members:

Dr. Mukesh Kumar Sharma

Professor, Department of Mathematics

Chaudhary Charan Singh University, Meerut-250004 (UP) India

Assoc. Prof. Dr. Nguyen Bao Quoc

Research Institute for Biotechnology and Environment

cum Director of Nong Lam University Lib., Vietnam

Dr. Kanika Malik, Senior Principal Scientist

CSIR-NIScPR, Dr. K S Krishnan Marg, New Delhi -110012

Dr. Nazia Tarannum

Assistant Professor, Dept. of Chemistry

Chaudhary Charan Singh University, Meerut-250004 (UP) India

Dr. Vijai Kumar Gupta

Center for Safe and Improved Food &

Biorefining and Advanced Materials Research Center, Scotland, United Kingdom

Dr. Bhim Pratap Singh

Associate Professor & Associate Dean (Student Welfare)

National Institute of Food Technology Entrepreneurship & Management (NIFTEM)

Kundli, Sonapat (Haryana) India

Dr. Dharmendra Pratap

Assistant Professor, Dept. of Genetics and Plant Breeding

Chaudhary Charan Singh University, Meerut-250004 (UP) India

Dr. Vikrant Nain

Assistant Professor, School of Biotechnology, Gautam Buddha University, Greater Noida,

Gautam Budh Nagar (U.P.) 201308, India

ADVISORY BOARD

Prof. P.S. Shukla

Vice-Chancellor, North Eastern Hill University, Shillong (Meghalaya)

Prof. NB Singh

President and Vice-Chancellor, BN University, Udaipur (Rajasthan)

Prof. S.V.S. Rana

Dept. of Toxicology

Chaudhary Charan Singh University, Meerut-250004 (UP) India

Dr. Raj Kumar, Scientist -F and Additional Director

Institute of Nuclear Medicine and Allied Sciences (INMAS), New Delhi

Dr. Hemant K. Gautam

Chief Scientist & Professor, CSIR-IGIB, New Delhi

Dr. Arinthip Thamchaipenet

Professor in Genetics, Faculty of Science

Kasetsart University, Bangkok, Thailand

Mr. Tanikella Chandrasekhar

Scientist 'F', TIFAC-DST Govt. of India, New Delhi

Mr. Mithilesh Kumar

General Manager Policy Jindal Aluminium Ltd and Former Secretary and Head IPR and

MSME, PHD Chamber of Commerce and Industry, New Delhi

Prof. Rajarshi Kumar Gaur

Department of Biotechnology

D.D.U. Gorakhpur University, Gorakhpur (Uttar Pradesh)





CONTACT US



Address

Chaudhary Charan Singh University,
Meerut, Uttar Pradesh-250004



Phone Number

+91 121 2763539



Fax Number

+91 121 2764777



Email Address

registrar@ccsuniversity.ac.in

**CHAUDHARY CHARAN SINGH UNIVERSITY
MEERUT (UTTAR PRADESH) INDIA**