

# INTELLECTUAL PROPERTY RIGHTS POLICY OF RASHTRASANT TUKADOJI MAHARAJ NAGPUR UNIVERSITY

Rashtrasant Tukadoji Maharaj Nagpur University (RTMNU) is one of the oldest University of India, having a standing of 98 years and is a public University Rashtrasant Tukadoji Maharaj Nagpur University presently governed by the Maharashtra Public Universities Act, 2016, with multiple faculties. There was a time when almost all disciplines of knowledge, including agriculture, veterinary and medical sciences were included within the fold of the University. With creation of separate agriculture, veterinary science and medical sciences universities in the state of Maharashtra these disciplines have gone out of the purview of the RTMNU, nonetheless the University has all other remaining disciplines of knowledge. University has more than 500 colleges affiliated to it. Most of these colleges have multiple faculties with well developed infrastructure. All the teaching departments of the University and many of these colleges are research centers. Thus the University by its very nature is a hybrid University focusing on teaching and research and as a matter of fact many innovative ideas which can be converted in to business ideas are taking birth in the University. The academic and administrative leadership of the University has a proven track record of excellence in higher education which is necessary to work as a motivating factor for the faculty members of the University. As mentioned below every innovative idea can be the subject matter of one or another type of the intellectual property. The Maharashtra Public Universities Act, 2016 vide the provisions of section 5(73) casts duty upon the University to translate research conducted in the University to commercial domain and the Board of Innovation, Incubation and Enterprise established under section 53 has been entrusted with the duty to establish a system to support protection of intellectual property rights at national and international level. Apart from these provisions the Director of Innovation, Incubation and Linkages has been invested with the responsibility to spearhead the awareness and training programmes for imparting education on intellectual property rights and aspects associated therewith, vide section 20(5)(a). Thus reading together all these statutory provisions it follows that there is a mandate to the University to create an ecosystem for promoting not only research culture but to translate the outcome of the research in to commercial activities which can develop entrepreneurship and generate employment via acquisition of intellectual properties. This legal mandate necessitates the framing of an appropriate policy on intellectual property in the University.

**1.0 Preamble:-** Intellectual property rights are the rights given to a person over the creations of his/her mind. The legal regime of intellectual property usually gives to the creator an exclusive right over the use of his/her creation for a certain period of time. Depending on the field of creation the intellectual property rights are customarily divided into two main areas:

- i. **Copyright and rights related to copyright:-** This type of rights operates in the field of literary and artistic creations like writing of books, poems and other





materials including computer programmes, composition of music, production of films and drama, painting, sculpture, dance etc. Also protected through copyright and related (sometimes referred to as “neighbouring”) rights are the rights of performers (e.g. actors, singers and musicians), producers of phonograms (sound recordings) and broadcasting organizations. The copyrights protect the originality in expression of the ideas. The main social purpose of protection of copyright and related rights is to encourage and reward creative work.

- ii. **Industrial property:-** This second type of intellectual property pertains to the world of trade and commerce. This includes various types of intellectual properties and Patent being the most conspicuous one. Industrial properties are protected primarily to stimulate innovation, design and the creation of technology. The social purpose behind this type of intellectual property is to provide incentive for investment in the development of new technologies which can help solve the problems of the society, fair competition amongst the traders, protection of interest of consumers etc.

**2.0 Definitions:-** In this document, unless the context requires otherwise and unless the term has been defined in the Maharashtra Public Universities Act, 2016, following words and phrases shall have the meaning assigned to them herein.

- i. **“Collaborative Activity”** is the research undertaken by the University personnel in cooperation with industry and/or another researcher(s) who are not University personnel.
- ii. **Commercialize-able intellectual property:** Commercialize-able intellectual property is that intellectual property which can be transferred to a commercial organization through patent licensing or confidentiality agreements for the purpose of exploitation in the market
- iii. **“Conflict of Interest”** or a “Potential Conflict of Interest” exists when an inventor/author is or may be in a position to use either creative work or influence for unmerited personal or family gain.
- iv. **Creator:** Creator refers to an individual or a group of individuals at the RTMNU, who make, conceive, reduce to practice, author, or otherwise make a substantial intellectual contribution to the creation of any intellectual property. Creator includes an inventor in the case of inventions under Patent Law, an author in the case of works falling under the Industrial Designs Law and/ or Copyright Law.
- v. **External partner:** It includes Government of India, state governments, local self-governments, government departments, foreign governments, international organizations, public sector undertakings (PSUs), all types of private sector organizations, multinational corporations, non-governmental organizations, individual and/or other institutions that provide research projects or consultancy assignments to researchers on regular or irregular basis; or any combination(s) of the above. The full



fellowships received by students from funding agencies like University Grants Commission (UGC), Department of Science and Technology (DST), Department of Biotechnology (DBT), University, or any other body shall be considered as substantial support from external partner.

- vi. **Incidental support from the University:** It includes use of space, facilities, materials, or other resources of the university which are not provided for the generation of specific research outputs. For example the ordinary use of offices, libraries, laboratories computers with or without internet and peripherals, general secretarial or administrative services shall be construed as incidental support from the university.
- vii. **“IP Assessment Committee (IPAC)”** is a committee formed to assess prima facie patentability of the invention which is an outcome of the research carried out at any of the University’s research centre or any research carried out in the University by its faculty members or the students singly or jointly under any collaborative arrangement with any organization/institution, national or international, in which any of the resources of the University are utilized.
- viii. **Non-incidental use:** Use of the university’s name in connection with a work, other than for identification of the creator as a faculty member, researcher, other employee or student, shall be a non-incidental use of the university resource.
- ix. **Researcher:** It includes faculty members, Scientists, students, project staff, research support staff, and visiting researchers in the university.
- x. **Sponsored research:** For the purposes of this policy, sponsored research shall be taken to mean a specific research project funded by an outside agency, whether non-profit or for profit, governmental or private, national or international. The term sponsored research will not apply to funds awarded by, an external agency to a student, scholar, fellow or trainee for the support of education or research.
- xi. **Staff:** Staff means the teaching and non-teaching employees, permanent or contractual, employed by the University. It shall also include the adjunct professors, chair professors, emeritus professors and short-term visiting academic staff.
- xii. **Substantial support from external partners:** It means any non-incidental support provided by external partners. This includes, specific monetary and infrastructural support given for research through grants or fellowships by external partners.
- xiii. **Substantial support from the University:** It includes any support which is beyond incidental support from the University. The example of this support would include specific monetary support for research through grants or fellowships, funds for procuring books/ equipment or materials for specific research projects, and creation or





major modification of infrastructure like labs for the specific needs of research.

- xiv. **“Third Party”** refers to a party which was no way involved with the research resulting in the invention which is subject matter of any type of the intellectual property.
- xv. **University:** means Rashtrasant Tukadoji Maharaj Nagpur University, Nagpur.
- xvi. **Vice-Chancellor:** means Vice-Chancellor of Rashtrasant Tukadoji Maharaj Nagpur University.
- xvii. **Work for hire:** It means and includes any work commissioned by the RTMNU from a creator or an external agency for a consideration or otherwise.

### 3.0 Objectives:- Following are the objectives of this policy.

- i. Create a balanced intellectual property eco-system which can fuel creativity and innovation within the University and also develop the culture of adoption of open science practices;.
- ii. Lay down the guidelines for dealing with diverse intellectual property issues such as ownership, protection, sharing of benefits arising out of commercialization of IPR, conflict of interest and ethical issues.
- iii. Provide a comprehensive single window reference system for all intellectual property rights issues in the University.
- iv. Prescribe standard do's and don'ts for the University, creators of intellectual property and their sponsors.
- v. Promote, facilitate, and provide incentives to the members of the community of creators who take initiatives to transfer University intellectual property to the public under this Policy.?
- vi. Enable the University to secure sponsored research funding at all levels of research.
- vii. Make the RTMNU a prime academic research University pursuing the highest ideals of scholarship and teaching by dissemination of the benefits of Intellectual Property originated from the RTMNU to the community and society;?
- viii. Make the creator of IPR aware of the applicable laws and rules for ensuring their compliance.
- ix. Enable the RTMNU to make beneficial use of such developed IP for the maximum possible benefit of the creators, the RTMNU in specific and the nation at large.

### 4.0 Ownership of IP and Allocation of IP Rights

The University should evolve the culture of obtaining intellectual properties in all the educational and research activities undertaken under the umbrella of the University, wherever those activities can generate one or other kind intellectual property.

Therefore, subject to any associated agreement, University may allow researchers to be joint applicant in all IP protected by researchers at their cost if the University decides not to pursue the protection of IP within a reasonable period of disclosure by the researcher to the



University. In such case the University shall cooperate with researcher in executing all relevant documents required in the process of filing, prosecution and maintenance of IP by researcher(s) at his/her/their own cost.

This section deals with the principles determining ownership and its extent in the relevant intellectual property claimed in respect of the intellectual creation.

### **A. Types of Support for Research**

Following are the three types of context in which IP may be generated and accordingly the ownership rights would vary.

- i. Research undertaken by a researcher in the normal course of his/her appointment/engagement with the University, using *substantial support from the University* (this would also include research projects/ dissertations/ theses undertaken by students under the supervision of a faculty member);
- ii. Research undertaken by a researcher in the normal course of his/her appointment/engagement with the university, using *incidental support* from the University;
- iii. Research undertaken by a researcher with *substantial support from an external partner*.

### **B. Ownership and Allocation of IP**

#### **1. IP generated from research conducted with ‘*incidental support from the university*’**

- i. Where scholarly, academic and artistic works are generated by the researcher with only *incidental support* from the university including books, articles, lecture notes, Open Science -Open Innovation audio or visual aids for giving lectures, films, plays, and musical works the copyright in the work shall vest with the researchers. The ownership rights over any other form of IP generated with *incidental support* from the university, including software, patentable and non-patentable inventions, know-how, designs, plant varieties, and integrated circuits, shall vest with the university.
- ii. Where any institutional material including course syllabi, curricula, question papers and instructions for the examinations has been specifically commissioned by the university then the copyright in these materials shall vest with the university.

#### **2. IP generated from research conducted with ‘*substantial support from the university*’**

- i. Copyright in scholarly, artistic, and academic works generated with *substantial support* from the university, including books, articles, student projects/dissertations/ theses, lecture notes, and audio or visual aids for giving lectures, shall ordinarily be vested with the researcher. However, the university shall have a non-exclusive, royalty-free, irrevocable, and worldwide license to use the IP for research and educational purposes. Researcher shall



not disclose any outcome of their research work before filing of IP application with appropriate IP Office with regard to the work having potential to be protected by patents and other IP where novelty is the prerequisite.

- ii. Copyright in films, plays, and musical works, which are created by the researchers with *substantial support* from the University shall vest with the university. However, in the event of commercialisation of these outputs, the revenue shall be shared with the researcher at a ratio fixed by the IPR Cell.
- iii. Copyright in any lecture videos or Massive Open Online Courses (MOOCs) produced with *substantial support* from the university shall vest with the university. However, the researcher shall have a non-exclusive, royalty-free, irrevocable, and worldwide license to use such works for teaching and research purposes by the researcher.
- iv. Copyright in any institutional materials including, but not limited to, course syllabi, curricula, exam questions, exam instructions, and papers/ reports specifically commissioned by the university shall vest with the university.
- v. The ownership rights over any other form of IP generated with *substantial support* from the university including but not limited to software, patentable and non-patentable inventions, know-how, designs, plant varieties, and integrated circuits shall vest with the university. However, in the event of commercialization of such IP, the university may engage in benefit sharing as suggested in this Policy.
- vi. The work created by the creator(s) has been developed or designed under any contract arrangement including "Work for hire", work commissioned and/or out sourced by RTMNU the ownership will vest with the University.

### 3. IP generated from research conducted with 'substantial support from external partners'

- i. With regard to research conducted with *substantial support* from external partners, ownership of IP shall be determined as per the terms and conditions in the agreement signed between the concerned parties. In the absence of a specific clause in the agreement between the university and the external partner who is providing *substantial support* with regard to copyright in scholarly and academic works generated from such research produced with substantial support from the external partner, university and external partner shall resolve the issue of relinquishing copyrights in favour of researcher. However, the researcher shall grant the university and the funding agency, as the case may be, a non-exclusive, royalty-free, irrevocable, and worldwide license to use the work for any purpose including, sharing it through open access repositories.



- ii. In the absence of a specific agreement between the university and the external partner which has provided *substantial support* for research, copyright in films, plays, and musical works, which are created by the researchers with *substantial support* from the external partner; university and external partner shall resolve the issue of joint ownership of copyright for sharing the benefits in the proportion of their relative contribution, i.e. the university and external partner. However, in the event of commercialisation of these research outputs, the revenue shall be shared with the researcher/ external partner (as the case may) as per the provisions of this Policy.
- iii. In the absence of a specific agreement between the university and the external partner which has provided the *substantial support* for research, copyright in any lecture videos or Massive Open Online Courses (MOOCs) university and external partner shall resolve the issue of joint ownership of copyright for sharing the benefits in the proportion of their relative contribution, i.e. the university and external partner. In the absence of a specific agreement between the university and the external partner which has provided the *substantial support* for research, any form of IP other than copyright, i.e. patentable and non-patentable inventions, know-how, designs, plant varieties, integrated circuits etc. shall vest with the University.
- iv. University shall ensure through specific agreement with external partner that the copyright in any institutional materials including, course syllabi, curricula, and papers/ reports prepared under the specific instructions of the university shall vest with the university.

## 5. DISCLOSURE

Subject to the provisions of above when the creators believe that they have generated patent-able or commercialize-able intellectual property using the University supported resources, they shall report it promptly in writing along with relevant documents, data and information, to the University through the appropriate authority using the Invention Disclosure Form of the University. Disclosure is a critical part of the IP protection process for claiming the inventor-ship. The information shall constitute a full and complete disclosure of the nature, particulars and other details of the intellectual property, identification of all persons who constitute the creator(s) of the property, and a statement of whether the creator believes he or she owns the right to the intellectual property disclosed, or not, with reasons. Where there are different creators of components that make up a system, the individual creators and their contributions must be identified and treated separately. In case of the sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of the creative work is applied. By disclosure the inventor(s) shall assign the rights of the disclosed invention to the University.





## 6. Commercialization and Benefit Sharing

A. The intellectual properties owned by the University can be a source of revenue generation for the University, if put to commercial use. The two common modes of the commercialization of the intellectual properties are assignment and licensing. The difference between the two being in the former case ownership is transferred to the transferee whereas in the latter case ownership is retained and only right to exploit is permitted. It is for the Vice-Chancellor to take a call on the mode of commercialization on the advice of the IPR cell. The University in general shall follow the latter path. The IPR cell shall also recommend what type of license, whether exclusive or non-exclusive, shall be granted. The cost involved in transfer by way of assignment or licence shall be borne by the transferee.

### B. Encouraging Entrepreneurship and Start-ups

The IPR owned by the University shall be utilized for encouraging entrepreneurship and start-ups. The IPR cell shall work in tandem with the incubation centre of the University in this respect. The IPR cell may exempt the researcher from requirement of the upfront fee and royalty for a period up to three years, on any university owned IP where they are named as inventors, for the purpose of starting firms/ start-ups. If there is more than one researcher, all researchers can collectively avail this benefit, and not individually or in sub-groups without the consent of rest of the researchers in the IP being utilised for the purpose.

### C. Licensing Agreements and Revenue Sharing

The revenue arising out of licensing and commercialization of IP and royalty would be shared between the inventor(s) and the University in the following ratio:

| Sr. No. | Nature of University's Support | Inventor's Share | University's Share |
|---------|--------------------------------|------------------|--------------------|
| 1       | Incidental                     | 80%              | 20%                |
| 2       | Substantial                    | 60%              | 40%                |

**Notes:-** 1. In order to ensure early commercialisation and encourage the researcher to take active initiative for this purpose, the % sharing of revenue between University and researcher may be varied by the IPR cell.

2. In case the IP filing costs were not borne by the university, the researcher would be first reimbursed the costs incurred for filing of applications and maintenance of such IP, from any income accruing from the commercial exploitation of the IP.
3. The revenue earned by the university shall be utilized, as far as possible, for capacity building in the area of IP protection.
4. In case of IPR generated out of substantial support from external partner(s) the issue of revenue sharing shall be decided as per the terms of agreement of collaboration. Where the collaboration agreement is silent on this issue it shall be decided through mutual



negotiations.

## **7. IP Protection Cost**

The costs involved in IP protection shall be in proportion to the extent of interest in the IP ownership. The University shall, however, be active player in protecting the IP in which it has beneficial interest and may recover the proportionate cost from the co-owner where it has borne the entire cost in protecting the IP.

## **8. Limitation of IP Rights with regard to Certain Activities**

Notwithstanding anything to the contrary herein the right of the University to submit and share soft copies of all undergraduate/postgraduate/research related works (including, but not limited to projects/ dissertations/ theses) through any digital repository created by the University or the Government or any other regulatory body, including "Shodhganga e-repository" is reserved. However, where any invention is patentable in nature, the University and researcher shall take the necessary steps for filing patent application before submission of such research work in the repository.

## **9. CONSTITUTION AND FUNCTIONS OF IPR CELL**

- i. In order to promote the objectives of this Policy University shall constitute an Intellectual Property Cell (IPRC) under the chairmanship of Director, Innovations, Incubation and Linkages [hereafter referred as Director IIL]. For the day to day management of the Cell an experienced person having special knowledge of IPR shall be appointed as its coordinator. There shall be four more members in the rank of Professors representing the four faculties of the University. All the members and coordinators shall be nominated by the Vice-Chancellor on the recommendations of the Director, IIL. The tenure of the members shall be coterminous with the tenure of Vice-Chancellor and shall continue until new members are appointed by the new Vice-Chancellor.
- ii. It shall meet as per the requirement of the cell. However, there shall be at least 4 meetings of the IPR Cell and it should evolve its own process.
- iii. An important function of IPRC shall be assessment of innovation for protection. All the proposals received from the creators for claiming intellectual property shall be placed by the Director, IIL before the IPRC to assess its value for claiming intellectual property. For this purpose the IPRC may constitute IPRC assessment committee which shall be the subcommittee of IPRC with cooption of some additional expert members having specialized knowledge of the subject, if found necessary. The creator(s) would be free to suggest names of experts who are qualified to evaluate the creative work. The discussions within the meetings of the IPRC assessment committee, on such issues, shall be carried out on a confidential

basis.

On the basis of the report of the assessment committee the IPRC may make one of the following recommendations:

- That, the RTMNU shall take the responsibility of protection of the IP, in which case, the RTMNU will initiate appropriate processes.
- That, the RTMNU shall not take the responsibility of protection of the IP, in which case, the rights to the disclosed invention shall be promptly reassigned to the creator(s).
- Other forms of intellectual property generated during the course of research and development, such as Copyrights, design registrations, trademarks, etc. will essentially follow the same procedure as above.

In case the inventor does not agree with the decision of the IPRC, he/she can apply for a review.

- iv. The IPRC shall be responsible and shall have all rights to administer all decisive issues related to IP policy and such other relevant matters as shall be determined from time to time.
- v. The Director IIL shall be responsible for the implementation of all the recommendations and decisions through IPRC.

## 10. CONFIDENTIALITY

All RTMNU personnel, students or staff and third party who are associated with the IP activity of the RTMNU shall treat all IP related information whose IP rights rest with the RTMNU as confidential. This confidentiality shall be maintained through a Non Disclosure Agreement (NDA) until and otherwise demanded by any contract between the concerned parties. The terms and conditions of such NDA shall be decided and agreed by RTMNU and the concerned party who is entering into NDA with RTMNU. Guidelines should be followed while dealing with confidential matter in the context of RTMNU staff involved in the process and the third party, if any, associated with the research and development activity and commercialization.

In the event of breach of NDA, RTMNU shall withdraw its involvement with the said IP work and not carry any process regarding to filing IP and/or commercialization.

## 11. CONSULTANCY SERVICES

IPR cell will provide consultancy services with respect to the protection of IPR on the terms and conditions stipulated by the Standard Form of Contract to be developed by the IPR Cell. For this purpose the IPR Cell may prepare a panel of specialist lawyers and people having special knowledge of laws relating to Intellectual Properties.





## **12. TECHNOLOGY TRANSFER**

For the purposes of commercialization of the work owned by RTMNU, a potential license(s) shall be identified who is willing to take up the work for commercial purposes. RTMNU may avail services of government or private agencies to carry the process of technology transfer and manage related commercialization of the IP.

## **13. CONFLICT OF INTEREST**

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest revenue sharing models. If the 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 IPRC.

## **14. DISPUTE RESOLUTION**

Subject to the provisions of any agreement between the parties any dispute arising under this policy involving the University shall be resolved through any of the mode of Alternate Dispute Resolution but preferably the mode of mediation decided by the Vice-Chancellor taking in to consideration the nature of the dispute. The University may, in this regard, establish independently institutional mechanism for settlement of all disputes, including the disputes under this policy document, wherever University is party to the dispute,

