

INTELLECTUAL PROPERTY RIGHTS POLICY

1. INTRODUCTION

Rabindranath Tagore University has formulated this Policy for the management of intellectual property. The University provides a conducive environment leading to development of intellectual property. This policy will facilitate, encourage, promote and safeguard scientific investigation and research and the freedom of the scholars involved in R&D. This policy will enable the University to make beneficial use of such developed IP for the maximum possible benefit of the creators, the University, and the nation at large.

2. OBJECTIVES

The objectives of the Policy are as follows,

- (a) to promote academic freedom and safeguard in creation of intellectual property at the University;
- (b) to provide a comprehensive single window reference system for all intellectual property rights issues relating to intellectual property generated at the University;
- (c) to safeguard the interest of creator of intellectual property and provide fair distribution of returns accruing from the commercialisation of IPR;
- (d) to help in introducing prudent IP management practices within the University to promote an IPR culture;
- (e) to provide legal support, wherever necessary, to defend and protect the intellectual property rights obtained by the University against any infringement/ unauthorised use;
- (f) to create an environment for acquiring new knowledge through innovation and research, compatible with the educational mission of the University;

3. INTELLECTUAL PROPERTY AND OWNERSHIP

3.1 IP Cell

A cell will be created in CIES (Center for Incubation Entrepreneurship and Start ups. which will be headed by an IP Coordinator. The IP Cell will be the body to coordinate all the activities related to patents. The Cell will facilitate researchers in the University with all the process and formalities as regard to IPR.

3.2 Copyrights

The University will not own the rights in copyrightable works such as books, articles, monographs, lectures, speeches and other communications produced by the staff in the course of research and teaching using University resources. Ownership of copyright of all copyrightable work shall rest with the author(s) with the following exceptions:

- (a) If the 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.
- (b) The University shall be the owner of the copyright of work, including software, created by the University personnel with significant use of University resources. The University may demand assignment of the copyright in whole or in part depending on the degree of University supported resources used in producing the copyrightable work.
- (c) The University shall be the owner of the copyright on all teaching materials developed by the University personnel as a part of any of the academic programs at the University. However, the authors shall have the right to use the material in her/his professional capacity. As the traditional exception, the University shall not claim ownership of copyright on books and publications authored by the University personnel.

The student and his/her supervisor(s) will jointly have the ownership of copyright in the thesis / dissertation / project report written by a student.

3.3 Invention(s), Design(s), Integrated circuit layouts, and other creative work(s):

The University shall be the owner of all invention(s) including software, design, and integrated circuit layouts, created by a team of the University and non University personnel associated with any activity of the University. Non-University personnel, who create invention(s) including software, design, and integrated circuit layouts at the University without any intellectual contribution of the University personnel and significant use of the University resources, shall be the owner of such invention(s).

Except as stipulated above, the University shall be the owner of all invention(s) including software, design, and integrated circuit layouts, created at the University.

3.4 Patents

This section refers to intellectual property that is patent-able or protect able by confidentiality agreements.

- (a) The University will require to be assigned to it such intellectual property as is created by the creators through the use of University-supported resources. In this case, the University will take steps to commercialise the property through patenting or agreements. The IP Cell will help in this. Where a patent is applied for, the creator shall agree to maintain all relevant details of intellectual property secret and confidential until the patent application is filed. In the case of protection through confidentiality, the same information will be kept secret and confidential as long as the intellectual property has commercial value. The creator shall furnish such additional information and execute such documents from time to time as may be reasonably requested for effective protection and maintenance of proprietary rights of the University in the intellectual property.
- (b) The creators of University owned intellectual property shall retain their right to be identified as such unless they specifically waive off this right in writing.
- (c) Royalty accruing or any type of payment received from the commercialisation of the University owned intellectual property will be shared between the University and the creators as per the consultancy policy 70:30 ratio between University and Creator.

3.5 Trade mark(s)/ Service mark(s)

The ownership of trademark(s)/ service mark(s) created for the University shall be with the University. In cases of all IP produced at the University, the University shall retain a non-exclusive, free, irrevocable license to copy/ use IP for teaching and research activities, consistent with the confidentiality agreement(s), if any, entered into by the University.

The authorities responsible on behalf of the University and creators have the responsibility to ensure the following:

- (a) Any association with the University implied by third parties is accurate.
- (b) The activities with which the University is associated through third parties maintain standards consistent with the University educational purpose.

4. IPR ADMINISTRATION

This policy shall be applicable to all the University personnel, as well as non University personnel associated with any activity of the University such as, but not limited to outcomes of research, consultancy or Continuing Education Programmes, and covers different classes of Intellectual Property - Patents, Designs, Trade Marks/Service marks, Copyright, Integrated Circuits Layout, Trade Secret and undisclosed Information.

(a) Constitution of University Intellectual Property Committee (UIPC)

An IP Committee shall comprise of the as Chairman, Coordinator- IP Cell, and three additional members nominated by the Chairman who are any three heads of centers of excellence. The nominees will serve a three-year term. The Chairman of UIPC will be the Director CRG.

UIPC shall be responsible to administer all decisive issues related to IP policy and such other relevant matters as shall be determined from time to time. UIPC will register IP Attorney for processing IP affairs.

The Coordinator IP Cell shall be responsible for the implementation of all the recommendations and decisions through UIPC.

(b) Scope of the Policy

This policy covers all rights arising from intellectual property devised, created, or made by the staff in the course of their employment by the University irrespective of the eligibility of these rights for registration. The IP arising from academic research includes patents, designs, trademarks, service marks, copyright, know-how and undisclosed information.

4.1 Disclosure

When the creators believe that they have generated patent-able or commercialise-able intellectual property using University-supported resources, they shall report it promptly in writing along with relevant documents, data and information, to the University through. 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.

4.2 Confidentiality

All University personnel and non-University personnel associated with any activity of the University shall treat all IP related information which has been disclosed to the IP Cell and/or whose rights are assigned to the University, or whose rights rest with the University personnel, as confidential. Such confidentiality shall be maintained till such date as is demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public. Having filled the Disclosure Form, the creator shall maintain confidentiality i.e. refrain from disclosing the

details, unless authorized otherwise in writing by the University, until the University has assessed the possibility of commercialisation of the intellectual property.

Subject to the right of academic freedom the University staff shall not directly, except in the proper course of their duties, either during or after a period of their appointment, disclose to any third party or use for their own purposes or benefit or the purposes of any third party, any confidential information about the business of the University unless that information is public knowledge or he/she is required by law to disclose it.

4.3 Technology transfer

The University shall strive to market the IP and identify potential licensee(s) for the IP to which it has ownership. The creator(s) are expected to assist in this process.

The University may contract the IP to Technology Management Agencies (Government/Private), which manages the commercialisation of the IP.

For the IP for which exclusive rights have not been already assigned to a third party, the creator(s) may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care so as not to affect the value of the IP through appropriate agreements such as Non-Disclosure Agreement (NDA) with the potential licensee(s) during technology marketing discussions.

If the University is not able to commercialise the IP in a reasonable time frame, then it may reassign the rights of the IP to the creator(s) of the IP. Alternatively, if the University has not been able to commercialise the creative work in a reasonable time frame, the creator(s) may approach the Dean, SRIC for the assignment of rights of the invention(s) to them.