

Intellectual Property Rights Policy



Jain Vishva Bharati Institute

(Declared Deemed-to-be University Under Section 3 of The UGC Act, 1956)

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Intellectual Property Rights Policy

Preamble

Intellectual property (IP) refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce. It is protected in law by, for example, patents, copyright and trademarks, which enable people to earn recognition and/or derive financial benefit from what they invent or create. By striking a right balance between the interests of innovators and the wider public interest, the IP system aims to foster an environment in which creativity and innovation can flourish simultaneously.

Universities and research institutions have a fundamental role in socio-economic development. Innovation and scientific development are the basis for economic, technological and social mobility as well as for economic growth. Universities and research institutions are the arena in which scientific development and innovation takes place and the intellectual property (IP) system is the main mechanism that enables universities and society at large to capture the value of innovation.

It is the IP system that assists Universities and research institutions to commercialize their knowledge assets and by doing so potentially and obtain additional sources of funding, which may be channelled into, amongst other, further research. At the same time, partnerships with the private sector and other organizations can ensure that academic research outcomes have broader impact, including competitiveness of industry and the regions, establishment of new companies, or addressing a variety of socio-economic challenges such as health, energy, and food security. This is the primary reason for Universities and research institutions in a developing and least developed context for engaging in the commercialization of their research outcomes: to ensure relevance of the research for impact in society.

This approach requires support for the entrepreneurial dimension of knowledge transfer, where strategies that leverage IP assets at the same time place emphasis on how academic research and the resultant IP best provide economic, environmental and social benefits for society at large.

The Institute with a Difference: JVBI

Jain Vishva Bharati Institute (JVBI); a deemed to be the University has evolved over the period of time with a commitment to provide highest quality of educational services to the utmost satisfaction of the students and give them an opportunity to

cultivate an integrated personality blended with spirituality and moral values. Institute torch bearers have taken a responsibility for this investment to nurture the Next-Gen leaders with a vision to bridge the existing skill gap by way of providing not only the skilled personnel but also the human resources with values.

JVBI by this policy document expresses its commitment to ensure that Intellectual Property (IP) emanating from its Research activities would be used in support of the objectives set out and in accordance with its legal obligations, for the benefit of the Institution, the Creators and, most importantly, society-at-large.

Objectives

- To serve as the starting point for a common understanding about IP, IP rights and incentives for researchers;
- To establish the structure for the way an academic or research institution deals with the ownership and disposition of its IP.
- To ensure transparency in reinforcing the links between the institutions and industry; and
- To address social commitments, and especially, in ensuring the dissemination of knowledge and technology for the public good.
- To foster, stimulate and encourage creative activities in the widest sense in the areas of knowledge; including Social Sciences, Humanities, Oriental Studies, Traditional Knowledge with a special reference to the Jain Canonical Literature, Science and Technology, Alternative Systems of Healing, Astronomy and Astrology, Management etc.,
- To protect the legitimate interests of the Institute, faculty, scholars, students and other members of the Institute and the society at large and to help resolving possible conflicts of opposing interests.
- To put in place a transparent administrative apparatus for the ownership control, assignment of intellectual properties and sharing of the revenues generated by the intellectual properties developed and owned by the Institute.
- To evolve an organizational structure and detail out procedures through, which inventions and discoveries made in the course of institutional research may be made readily available to the public through channels of commerce.
- To establish standards for determining the rights and obligations of the Institute, creator of intellectual property and their sponsors with respect to creation of specific knowledge systems including inventions, discoveries and works created at the Institute.
- To ensure compliance with applicable laws and regulations and enable the Institute to secure sponsored research funding at all levels of research; and

- To enhance the reputation of the Institute as a research-centric academic institution by pursuing the highest ideals of scholarship and by conferring the benefits of that scholarship and teaching on the Institute community and society.

DEFINITIONS

Without prejudice to any applicable laws, in this Policy the definitions set out below shall apply:

Appointment: A formal agreement for a Visitor at the Institution, which is a prerequisite to participate in or conduct Research, scholarship, creative work, or teaching at the Institution.

Author: Any person to whom this Policy is applicable, who individually or jointly with others makes a design, a mark or copyrightable work and who meets the criteria for authorship under the IP laws of India.

Background IP: Any pre-existing IP created before the execution of any Research Project, or prior to a Creator becoming subject to this IP Policy, by virtue of Appointment in the case of a Visitor, employment contract in the case of a Staff Member, or registration in the case of a Student.

Competent Authority: The Authority declared competent by the MoU of the JVBI and Vice-Chancellor as the Principal Executive Officer.

Commercialization: Any form of utilisation of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society. Commercialize is similarly defined.

Commercialization Entity: A company that has access to the IP of the Institution, through any one or more of the available Commercialization modes, to produce new products, processes or services. This can be a spin-off or start-up.

Conflict of Commitment (COC): Any situation in which an individual Staff Member's or Visitor's primary professional loyalty is not to the Institution because the time devoted to outside activities adversely affects their capacity to meet their responsibilities as set out in their employment contract of Appointment, respectively.

Conflict of Interest (COI): Any situation in which real or perceived interests of an individual Staff Member, Visitor or Student may run counter to the interests of the Institution or negatively affect their employment or duties.

Course Materials: All materials used in, or in connection with, and for the purpose of, teaching an educational course through the provision of lectures, tutorials,

seminars, workshops, field or laboratory classes, assessments, practicum including ODL mode and other/allied teaching activities conducted by the Institution; and all IP contained in such materials.

Creator: Any person to whom this Policy is applicable, who creates, conceives, reduces to practice, authors, or otherwise makes a substantive intellectual contribution to the creation of IP and who meets the definition of 'inventor', 'author' or 'breeder' as generally implied in the IP laws of India.

Enabler: Any assistants, technicians, and other individuals who have indirectly contributed to the creation of IP by Creators - and as such may not be listed themselves as an author or inventor in terms of statutory IPRs - mainly through the execution of standard tasks or following through on specific instructions, but without whose practical contribution the Commercialization would not have been possible.

Genetic Resources (GRs): "Genetic material of actual or potential value":

1. Genetic material is defined as "any material of plant, animal, microbial or other origin containing functional units of heredity".
2. Some GRs are linked to traditional knowledge (TK) through their use and conservation by indigenous peoples and local communities, often over generations, and through their widespread use in modern scientific Research. Examples include medicinal plants, agricultural crops and animal breeds.

Gross IP Revenue: All revenue received by the Institution on Commercialization of Institution IP before any deductions for IP Expenses.

Guidelines: The Guidelines for Customization of the WIPO Intellectual Property Policy Template for Academic and Research Institutions.

Intellectual Property (IP): All outputs of creative endeavour in any field at the Institution for which legal rights may be obtained or enforced pursuant to the law. IP may include:

- a) literary works, including publications in respect of Research results, and associated materials, including drafts, data sets and laboratory notebooks;
- b) teaching and learning materials;
- c) other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with the aid of Institution resources or facilities;
- d) databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;

- e) patentable and non-patentable technical information;
- f) designs including layout designs (topographies) of integrated circuits;
- g) plant varieties and related information;
- h) trade secrets;
- i) know-how, information and data associated with the above; and
- j) any other Institution-commissioned works not included above.

Intellectual Property Rights (IPRs): The proprietary rights that may be granted for an invention, mark, design, plant variety, or other type of IP, should the statutory requirements for protection be met to result in a patent, trade mark, registered design or plant breeders' right, respectively.

Inventor: Any person to whom this Policy is applicable, who individually or jointly with others makes an Invention and who meets the criteria for inventorship under the Indian IP laws.

IP Disclosure Form: The form to be completed by Creators and submitted to IPMO to document their creation.

IP Expenses: All expenses incurred by the Institution in the management and Commercialization of IP for which Gross IP Revenue has been received.

IP Committee: The body within the Institution, which is responsible for overseeing the drafting, implementation, monitoring and evolution of the Policy, and for providing strategic oversight of the competent authority.

Net IP Revenue: Gross IP Revenue less IP Expenses.

Open Educational Resources (OER): Teaching, learning and Research materials that reside in the Public Domain and that have been released under an open license that permits their free use or modification by others.

Policy: The JVBI IPR Policy.

Public Disclosure: The communication of information, relating to IP, to external parties. Public Disclosure includes, but is not limited to, disclosure in written or oral form; communication by email; posting on a web blog; disclosure in a news report, press release or interview; publication in a journal, abstract, poster, or report; presentation at a conference; examination of a thesis; demonstration of an Invention at a trade show; or the industrial application of an Invention.

Public Domain: The freely accessible public realm in which works that are not protected by IPRs, either because the rights have been forfeited or because the

rights have been expired, are thereby held by the public at large and available for all to use without permission from the Creator or owner.

Research: Any creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture and society, and the use of this stock of knowledge to devise new applications. It comprises three activities: basic research, applied research and experimental development.

Research Contract: Any type of agreement between the Institution and an external party or research sponsor, concerning Research, which could result in IP being created at the Institution. This shall include, but is not limited to, all sponsorships, donorships and collaborations with the external party or research sponsor.

Research Project: Any project that forms the basis of Research undertaken by the Institution and includes projects undertaken by a Student, under the supervision of a Staff Member or a Visitor, as part of a research degree program.

Scholarly Works: All copyright works which are the outputs of academic Staff Members, Students or Visitors, including Research, creative and other outputs in area(s) of his/her expertise. It shall not include Course Materials, computer software and databases.

Senior Responsible Officer: The person at the Institution who has the ultimate decision-making authority regarding IP.

Staff Member: Any person who is under a contract of employment with the Institution including academic, research, technical, administrative and adjunct staff, whether full-time or part-time or on a temporary basis.

Student: Any student registered for an approved course at the Institution.

Substantial Use: Extensive [unreimbursed] use of the Institution's resources which include but are not limited to facilities, equipment, human resources or funds. Not included is routine use of libraries and/or office space.

Trade Secret: Notwithstanding anything contrary to the National Policy/Law, it will allow the confidential information to not make publicly available, which has commercial value and which the owner has taken reasonable efforts to keep secret.

Traditional Knowledge (TK): A living body of knowledge resulting from intellectual activity in a traditional context, with a special reference to the Jain Canonical Literature, which includes know-how, philosophical discourses, practices, skills, and innovations etc. TK embodies the traditional lifestyles of indigenous peoples and local communities and is transmitted from generation to generation, often forming part of the cultural and spiritual identity of the community.

Visitor: Any person who is neither a Staff Member nor a Student of the Institution who engages in work at the Institution, including visiting professors, adjunct and

conjoint professors, teachers, researchers, scholars and volunteers; and who concludes an Appointment agreement with the Institution.

SCOPE OF THE POLICY

This Policy shall apply to all IP generated at the Institution in general and in particular by Staff Members, Students and Visitors who participate in a Research Project or produce Scholarly Works. Rights and obligations under this Policy shall survive any termination of employment, enrolment or Appointment at the Institution.

Background IP: Upon commencing employment, enrolment or an Appointment, Staff Members, Students and Visitors must declare any existing IP they wish to exclude from the application of this Policy due to creation prior to their employment, enrolment or Appointment at the Institution.

Binding effect of the Policy: This Policy constitutes an understanding that is binding on the Institution, Staff Members, Students and Visitors, once adopted by the Board or Senate of the Institution, on the following grounds:

Staff Members: The Institution shall ensure that the employment contract or other agreement establishing any type of employment relationship between the Institution and Staff Members includes a provision placing Staff Members under the scope of this Policy.

Students participating in a Research Project: The Institution shall ensure that Students participating in a Research Project sign an agreement before commencing the project, to the effect that they have read and will comply with the provisions of this Policy.

Visitors: The Institution shall ensure that Visitors sign an Appointment agreement before commencing any activity at the Institution. Such agreement shall place the Visitor under the scope of this Policy and shall make reference to this Policy, a copy of which will be made available to the Visitor.

Informed consent: This Policy shall be included on the Institution's website. In addition, a reference to this Policy shall be made in academic brochures or their equivalent.

GOVERNANCE AND OPERATION

IP Committee

The Institution shall establish an IP Committee to oversee the implementation and evolution of this Policy and provide strategic guidance to the stake holders. The IP Committee shall consist of the Vice Chancellor as the chairperson; however, he may nominate any senior Responsible Officer also. Vice-Chancellor shall nominate five members of the committee and Registrar shall be the Secretary. The IP Committee shall be the ultimate decision-making body in the determination of an IP management and Commercialization strategy for a particular IP. The IP Committee

shall establish regular meetings and also be available for ad hoc meetings. The IP Committee shall address all relevant issues, including Outreach/awareness to Creators; Relationship management with Creators; IP management; Technology marketing and IP contract negotiation; IP contract management; and IP costs and revenue distribution.

OWNERSHIP OF IP AND RIGHTS OF USE

IP Created by Staff Members

Institution Ownership: The Institution owns all IP created by a Staff Member:

- in the course and scope of his/her employment; or
- making Substantial Use of the Institution's resources.

Staff Member Ownership: Staff Members will own/co-own the IP they have created when such IP:

- is outside the course and scope of their employment and without Substantial Use of the Institution's resources;
- vests in Scholarly Works;

IP Emanating from Research Contracts: The terms of the Research Contract will regulate ownership of IP created by Staff Members in the course of a Research Project that forms part of a Research Contract.

Appointment of Staff Members at Another Institution: It is the responsibility of each Staff Member that holds an honorary or other academic or research appointment at another institution (Host Institution) to bring to the attention of the Host Institution, including its IP Committee, his/her obligations in terms of this Policy, prior to the tenure at the Host Institution. To the extent that the Host Institution's IP Policy makes a claim on IP created by the Staff Member pursuant to such appointment, the Staff Member shall ensure that the Host Institution negotiates a suitable IP arrangement with the Institution.

IP Created by Students

Student Ownership: IP created by a Student in the course of study at the Institution (including theses, dissertations and other Scholarly Works) will be owned by the Student. This is in contrast to IP created by a Student in a Research Project.

Theses or Dissertations

The Student must submit his/her final thesis or dissertation to the Institutional repository.

Institution Ownership: IP emanating from a Student's Research Project shall be owned by the Institution in the following circumstances:

- if the IP is created by making Substantial Use of the Institution's resources (excluding supervision) and there is no re-imbursement agreement concluded between the Institution and the Student; or
- if the Research carried out by the Student forms part of the Institution's Research Projects.

Institution Ownership Responsibilities: If the Institution is the owner of IP created by a Student, and hence created in terms of a Research Project or Research Contract, respectively, the Institution shall:

- provide the Student with an explanation of the reasons for the assignment of IP rights to the Institution;
- advise the Student to seek independent advice regarding the assignment;
- obtain a deed of assignment from the Student for all IPRs emanating from the Student's Research Contract or Research Project, where relevant, in return for revenue sharing; and
- withdraw the Student from the Research Project or Research Contract if a Student elects not to assign the relevant IPRs to the Institution.

Bursaries/scholarships: An external party that grants a bursary or scholarship to a Student may elect to own the IP created by that Student in the course of his/her study at the Institution provided the Student and the Institution have consented to the assignment of IP ownership in writing and such consent is not contrary to any applicable local or national law.

Student Owned IP: IP Committee may, upon agreement, provide Commercialization services to Students for their IP.

Students may be required to assign their IP to the Institution and will be afforded the same rights and obligations as Staff Members under this Policy.

IP Created by Visitors

Institution Ownership: Unless otherwise agreed to in writing by the Institution and the Visitor's home institution prior to the tenure at the Institution, Visitors are required to assign to the Institution any IP:

- created in the course and scope of their Appointment at the Institution; or
- created by making Substantial Use of the Institution's resources.

Institution IP: On departure from the Institution, a Visitor must sign and submit to IP committee an IP Disclosure form disclosing any IP created, whilst at the Institution.

RULES FOR COURSE MATERIALS

Institution Ownership: The Institution will own the IP in Course Materials created by a Staff Member or a Visitor, with the exclusion of Course Material that is created from or for Open Educational Resources.

Licensed by the Institution: The Institution grants the Creators of Course Materials a royalty-free, non-exclusive licence to use the Course Materials created by them for teaching and Research purposes at the Institution. With the express prior written permission of the Institution, such licence may be utilised for commercial purposes outside the Institution.

RULES FOR SCHOLARLY WORKS

Publication: The Institution recognises and endorses the rights of Staff Members, Students and Visitors to publish their Scholarly Works, provided that any Scholarly Work which may disclose any possible Institutional IP shall first be cleared by IPMO after having an opportunity to protect such Institutional IP.

Institutional Repository: Staff Members, Students and Visitors should endeavour to obtain publishers' permission to include published Scholarly Works in the Institutional repository, whether as a published edition or in pre-publication form.

Licensed to the Institution: Staff Members, Students and Visitors shall grant to the Institution a non-exclusive, royalty free license to use their Scholarly Works for the Institution's Research and teaching purposes.

MORAL RIGHTS

Recognition: The Institution undertakes to respect and protect the moral rights which copyright law confers on Authors of copyright works.

Rights Granted: The Institution acknowledges that moral rights vest in Authors of copyright works irrespective of the copyright ownership thereof and include;

- the right of attribution of authorship in respect of the copyright works;
- the right not to have authorship of the copyright works falsely attributed; and
- the right of integrity of authorship in respect of the copyright works.

No Waiver: The Institution will not require Staff Members, Students or Visitors to waive their moral rights as a condition of employment, enrolment, Appointment or funding.

PUBLIC DOMAIN

Public Domain: Institution IP forms part of the Public Domain in the following circumstances:

- if a Research Contract provides that the Research results be placed into the Public Domain; or
- if Staff Members or Visitors made use of OERs or resources licensed through Open Source or Creative Commons Licences and the licensing conditions require release of derivatives into the Public Domain.

Release into the Public Domain: The Institution will release IP into the Public Domain in the following circumstances:

- where it is deemed to be in the public interest;
- if the IP has low commercial or other development potential and low prospects of fostering the development of new products or services; or
- if deemed necessary by the Institution.

PUBLICATION, NON-DISCLOSURE AND TRADE SECRETS

Right of Publication: The Institution encourages and supports the right of Creators to decide if and when to publish their Research results.

Non-disclosure for IP Protection: In conjunction with the right of publication, Creators should be aware that premature Public Disclosure may result in loss of IP protection rights. Therefore, they are strongly encouraged to make all reasonable efforts to identify any protectable IP as early as possible and shall consult IP committee before making any Public Disclosure of potential Institution IP, However, the competent authority may consider to allow them to exercise their academic freedom rights.

Trade Secrets: The Institution may designate certain confidential information as a Trade Secret, owned by the Institution. In that event, all Creators will be obligated to maintain secrecy of the Trade Secret and to follow the direction for management of the Trade Secret by IP committee.

RESEARCH CONTRACTS

Authority: Staff Members, Students and Visitors shall not have the right to enter into a Research Contract with external parties on behalf of the Institution unless they are authorized to do so by an official representative of the Institution.

Research Contract Policy: All Research Contracts must be executed and performed in compliance with the Institution's Research Contract Policy.

Due Diligence: Persons acting for and on behalf of the Institution shall exercise all due diligence and consult IP committee, when negotiating and signing contracts that may affect the Institution's IPRs.

Ownership and Rights to Use: Subject to any provisions in law to the contrary, ownership and rights to use shall be agreed upon with the external entity.

Government Rules: Research Contracts shall comply with any applicable law and/or Government regulations and/or rules, which may be applicable to Research undertaken by the Institution, in particular, as far as it relates to the ownership of IP resulting from such Research.

Approval: Proposed Research Contract and other legal statements concerning the Institution's IPRs shall comply with the provisions of this Policy. Any variance from this Policy must be approved by the competent authority.

Execution: A Research Contract must be executed in writing and signed by the Institution and the external party(ies)/sponsor(s) prior to the commencement of any Research Project and, as appropriate and without limitation, must contain terms relating to ownership, management and use of IP arising from the Research Project as well as any Background IP.

Background IP: All Institution Background IP must be properly recorded and declared prior to the commencement of a Research Contract and belongs to the Institution. Similarly, Background IP of the external party/sponsor, belongs to such party or sponsor. Use of such Background IP requires express written permission.

Foreground IP (IP arising from the Research Contract): IP generated pursuant to a Research Contract by Staff Members, Students or Visitors shall be governed in terms of the above provisions relating to IP generated by these parties. The general rule is that such IP shall be owned by the Institution.

Co-owned Foreground IP:

Co-ownership of IP generated pursuant to a Research Contract shall be in accordance with national legislative provisions, as mutually agreed contractually.

Costs for Protecting and Maintaining Co-owned IP: The costs for protecting and maintaining any IPRs shall be shared between the Institution and the external party(ies)/sponsor(s) as mutually agreed contractually.

Serendipitous IP: Any IP created during the course of the Research Contract which falls outside of scope of the Research Contract shall be owned by the Institution or the external party(ies)/sponsor(s) which developed such IP, unless agreed contractually otherwise in the Research Contract.

Right of First Refusal to the IP: The Research Contract may include provisions giving the external party(ies)/sponsors, a right of first refusal to Commercialize the IP emanating from the Research Contract, through a license or joint venture arrangement or assignment.

Publication Delay: It is the policy of the Institution to allow Creator's freedom to publish their work. However, the Institution acknowledges that delays in publication for the purpose of initiating statutory protection of the IP, is often necessary. In this regard, the Institution will agree, on a case-by-case basis, to a contractual delay in publication by Creators. Such delay will not exceed 90 calendar days from the date IP committee has notified the intent to publish or as authorized by the competent authority.

Use of the IP for Research and Teaching: In instances, where the Institution IP is licensed exclusively or assigned as part of the Research Contract, all efforts should be made to secure a royalty-free license for use of the IP for on-going Research and teaching purposes.

Exceptions to the Policy: In certain cases, it may be necessary and/or beneficial to the Institution to enter into a Research Contract that contains exceptions to the provisions of this Policy. Any such exceptions require prior, written approval from the competent authority.

Determinations by the IP Committee

Responsibility to Disclose IP

Recording: Creators shall keep appropriate records of their Research in accordance with the Institution's applicable policy procedures and make reasonable efforts to ensure that only those individuals within the Institution who have a need to have access to such records for the performance of their duties are granted such access.

IP Disclosure: Where a Creator identifies potential IP resulting from his/her Research or that of his/her team, he/she shall disclose such potential IP to IP Committee promptly by means of an IP Disclosure Form.

Complete Disclosure: Creators must provide to IP Committee such full, complete and accurate information as IPMO may reasonably require enabling it to sufficiently assess the technical and related features and functions, ownership, commercial potential and IP protection that might be applicable to such IP. Upon complete disclosure, the IP Disclosure will be registered and assigned a reference number and IPMO will share this reference number with the Creators to signify that the IP Disclosure has been formally received by the Institution.

CREATORSHIP AND OWNERSHIP

Creatorship: Creators shall, upon request, sign the appropriate legal documents provided by IPMO that attest to creatorship. Where there is more than one Creator, and there is a dispute as to the contribution to creatorship, IP Committee shall in consultation with the Creators, assist in the determination of the percentage IP creatorship, failing which it shall be assumed that there was an equal undivided contribution.

Ownership: Once creatorship has been determined, the Creators shall be required to formally assign any right, title or interest they may have in that IP to the Institution in the form of a contract that specifies the rights that will accrue to the Creator(s) and the Institution and the obligations they will have to assist the Institution with the Commercialization of that IP.

Determination as to IP Protection and Commercialization

Evaluation and recommendation: IP Committee will analyse the information disclosed in the IP Disclosure within a formal receipt. The analysis will include: whether or not the subject matter is protectable as IP; an assessment of economic viability or marketability; and determination of any rights of external parties, such as a funder or collaborator. After evaluation, IP Committee will prepare a preliminary report with findings that enable the Institution to decide if it will proceed with IP protection and Commercialization. IP Committee shall share the preliminary report with the Creator(s), and seek their input.

Decision to Protect/Commercialize: The Institution will decide, as soon as reasonably practicable, whether or not it wishes to protect and/or commercialize the IP.

Institution Elects not to Protect /Commercialize the IP

IP abandoned or not Commercialized: The Institution shall reserve the right to not protect or Commercialize IP that it owns if after consultation with the Creators and after assessing that the same shall have no reasonable prospect of commercial success and shall not be either in the best interest of the Institution or the public interest.

Transfer of Ownership: In the event the Institution decides not to pursue IP protection and/or Commercialization, it will take steps to return said IPRs to the Creator(s), contingent on any other superseding contract rights of external party(ies)/sponsor(s).

Written Notification: If the Institution is unable to or decides not to protect or Commercialize the Institution IP, it should notify the relevant Creator(s) of its decision in writing and in a timely manner.

No Prejudice to IP Protection: The Creator(s) should receive the written notification in a timely manner that enables the relevant Creator(s) to take any formal steps to ensure the protection of IP, should they so desire.

Assignment: If the Creator elects to take assignment of the IP, the Institution shall ensure that a deed of assignment is executed without delay.

Terms and Conditions: If the Institution assigns IPRs to the Creator in terms of this Policy, the assignment may be subject to one or more of the following terms and conditions that upon Commercialization, the Institution be compensated for any expenditure it may have incurred in connection with the protection and/or Commercialization of such IP; and/or that the Institution be granted a non-exclusive, royalty-free licence to use the IP for Research and teaching purposes.

COMMERCIALIZATION OF IP

The Institution will endeavour to Commercialize IP in a manner that enhances local, regional, and national economic development. Additionally, the Institution will endeavour to Commercialize IP in a manner that encourages and fosters entrepreneurship by Staff Members and others and which supports Commercialization Entities.

Determination of the Commercialization Strategy: Within a reasonable time frame, the Institution will determine, with input from the Creators, the most appropriate Commercialization strategy. The IP Committee shall work hand-in-hand with creators of IP for IP protection and Commercialization by the Institution with all reasonable support in the assessment, protection (including preventing premature disclosure and execution of any documents including deeds of assignment and deeds attesting to creatorship), and Commercialization of the IP.

Sovereignty and Cooperation: The Institution shall have the sole discretion regarding the Commercialization of IP owned by it. Notwithstanding, the Institution will ensure that reasonable efforts are made to keep the Creators informed and, where appropriate, involved in the Commercialization of the IP to which they contributed. The Commercialization of Institution IP will be planned, executed, and monitored by IP Committee.

Commercialization Pathways: Modes of IP Commercialization may include issuance of license, either exclusive or non-exclusive, and variations where preference for licensing be given to small and medium sized companies or businesses. It may also be for non-profit use or donation including royalty free access on humanitarian or other grounds. There would be a possibility for entering into joint ventures also.

Guidelines: Regardless of the mode of IP Commercialization, the transaction will be executed in a contract which:

- protects the interests of the Institution, its Staff Members, Students and Visitors;

- retains rights for the Institution to use the IP for educational and research purposes;
- assures that the IP will be utilized in a manner which will serve the public good;
- assures that the IP will be developed and brought to the marketplace as useful goods and services; and
- prohibits the “shelving” or “mothballing” of the IP or its use in any illegal or unethical manner.

INCENTIVES AND DISTRIBUTION OF REVENUES

Purpose and Scope: The Institution, in the interest of promoting knowledge transfer, will give due consideration to incentives to researchers to foster Research that has socio-economic impact; such incentives may be financial or non-financial. A Creator/Enabler may receive incentives from each IP they created/enabled which is commercialized.

Sharing of Revenues

General: The Institution, in line with the minimum requirements set out in relevant national legislation will award Creators/Enablers in the sharing of monetary benefits that may accrue to the Institution from the Commercialization of Institution IP.

Calculation of Revenues for Distribution: Calculation of Gross IP Revenue, IP Expenses, and Net IP Revenue shall be in accordance with the following rules.

Calculation of Gross IP Revenue: “Gross IP Revenue” shall be “all revenue received by the Institution for Commercialization of Institutional IP before any cost recovery or deductions for IP Expenses.” However, it would be not limited to, outright sale of IP, payments received, licence fees received, evaluation fees received, upfront and milestone payments received, royalty payments received, share of profits received, dividends received, commissions, income through disposal of equity, and direct sale of products or services.

IP Expenses: “IP Expenses” would include “all expenses incurred by the Institution in the management of IP for which Gross IP Revenue has been received.” It would however, be not limited to, those expenses that relate to (i) the Institution’s expenses incurred by payment to external entities for securing, maintaining and enforcing IP protection, such as patenting and litigation expenses; (ii) costs incurred by the Institution in the licensing/assignment of IP, including marketing costs, contract negotiation and drafting costs; and (iii) costs in making, shipping or otherwise distributing products, processes or services that embody the particular IP, but not include staff time or general administrative costs.

Calculation of Net IP Revenue: IP Committee shall maintain accurate and transparent documentation of IP Expenses incurred for a particular IP and shall be entitled to cover all IP Expenses it has incurred. The “Net IP Revenue” is calculated as the Gross IP Revenue less IP Expenses.

Co-owned IP: Where the IP is co-owned by the Institution and an outside organization, the Gross IP Revenue received by the Institution will be shared in accordance with a pre-determined formula as per a contractual arrangement.

Sharing of Revenues – Creators/Enablers

Standard Creator's Share

80% of the Gross IP Revenue will be allocated to the Creators. Where there is more than one Creator, the Creators would be entitled to an equal or pro rata share, based on contribution of the co-workers. Share of the enablers would be decided by the IP Committee.

Standard Institution's Share

20% of Gross IP Revenue shall be allocated for the Institution.

Disputes: In the event of a dispute or uncertainty the issue shall be brought for resolution to the IP Committee.

Payment: Payment to the Creators/Institution will be made by the Institution on a periodic basis as agreed in writing, but no later than twelve months after receipt of the Gross IP Revenue by the Institution.

Taxes: Payments made would be subject to personal tax. The Institution may, if so obliged by national tax laws, make any applicable tax deductions before making payments to the Creators.

Entitlement: Creators and their heirs will be entitled to IP revenue sharing for as long as the Institution receives Gross IP Revenues from Commercialization of the Institution IP.

IP PORTFOLIO MAINTENANCE

Recording and Monitoring: IP Committee shall maintain records of the Institution's IP in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance or annuity fees of protected IP, and shall, within a reasonable time, inform the person or department designated to make such payments.

Accounting: IP Committee with the help of Finance Branch of the Institute shall maintain income/expense accounting records on each IP so that revenue sharing allocations can be calculated.

TRADITIONAL KNOWLEDGE

The Institution shall formulate procedures and mechanisms for access to TK and make appropriate provisions in all Research Contracts concluded for the protection of any IP which may arise from the use of TK with a special reference to the Jain Canonical Literature.

CONFLICTS OF INTEREST AND CONFLICTS OF COMMITMENT

Commitment to the Institution: Staff Members' and Visitors' primary commitment of time and intellectual contributions should be to the education, research and academic programs of the Institution.

Best Interests of the Institution: Staff Members and Visitors would have a primary professional obligation to act in the best interests of the Institution. They would avoid situations where external interests could significantly and negatively affect their work ethic and research integrity.

Agreements with External Parties: It will be the responsibility of all Staff Members and Visitors to ensure that their agreements with external parties do not conflict with their duties and responsibilities in terms of this Policy. This provision shall apply in particular to private consultancy and other research service agreements concluded with external parties. Each individual should make his/her duties and responsibilities clear to those with whom such agreements may be made and should ensure that they are provided with a copy of this Policy.

Disclosure of External Activities and Financial Interests: Staff Members and Visitors shall promptly report all potential and existing Conflict of Interest (COI) or Conflict of Commitment (COC) to the appropriate Institutional authority, in compliance with applicable COI/COC policies. The authority will be responsible for resolving the conflict or reaching a solution satisfactory to all parties concerned.

DISPUTE

Violation: Breach of the provisions of this Policy shall be dealt with under the normal procedures of the Institution, and in accordance with the relevant provisions of laws and regulations in force.

Dispute Resolution: Any internal disputes or questions of interpretation arising under this Policy must in the first instance be referred to IP Committee for consideration and mediation. If the matter would not be resolved by the IP Committee within two months, the dispute or question of interpretation would be referred to the Vice Chancellor, whose decision shall be final and binding for all.

Appeal: Individuals covered by this Policy shall have the right to appeal the application of any aspect of this Policy to the Academic Council.

AMENDMENT

Revision: This Policy may be amended at any time by a decision of the IP Committee.