

MADHAV UNIVERSITY PINDWARA (SIROHI)

(Established by Rajasthan State Govt. Legislature Act 07 of 2014)



IPR POLICY & ETHICAL

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IPR POLICY & ETHICS

1. INTRODUCTION

The faculty, staff, and students of Madhav University are actively involved in a wide array of Research & Development endeavors. Many of these R&D initiatives culminate in the creation of intellectual property (IP), encompassing patents, know-how, copyrights, designs, instruments, devices, processes, specimens, diagnostic kits, and various other innovations. These innovations can be harnessed for commercial purposes, either through formal registration under the Patents Act/Copyright Act or otherwise. Such commercial utilization has the potential to deliver significant socio-economic advantages to the nation.

In light of this, Madhav University strongly promotes the safeguarding and licensing of such intellectual property to entities that possess the capability to effectively exploit them for commercial gain. This approach not only has the potential to generate financial returns for the institution but also contributes partially to the funding of Madhav University's ongoing R&D initiatives.

Intellectual property can stem from research endeavors backed by Madhav University, government funding agencies, industrial collaborations, non-governmental organizations, charities, or philanthropic sources. When research is funded, there might be contractual obligations imposed on Madhav University regarding the ownership and licensing of resulting intellectual property. It is crucial for these ownership and licensing terms to be explicitly and comprehensively defined at the outset of contract agreements. This IPR Policy document serves to articulate Madhav University's stance on the safeguarding, ownership, and licensing of intellectual property, whether arising from projects with external funding or independently.

2. GUIDELINES

This IPR policy applies comprehensively to all aspects concerning intellectual property rights at Madhav University. Given the dynamic nature of the intellectual property landscape, this policy remains subject to periodic adjustments in alignment with prevailing National Acts, norms, and emerging requirements. The IPR Cell will assess such specific instances guided by this policy document.

The Nodal Officer, IPR Cell serves as the central coordinating entity within Madhav University for overseeing all matters outlined in this policy related to intellectual property rights. This encompasses any intellectual property originating from the creative endeavors of individuals categorized as 'inventors,' whether in temporary or permanent employment at Madhav University or pursuing studies within its academic purview.

COMMENCEMENT OF THE POLICY

This policy shall be operational starting from the date of approval granted either by the University's Internal Quality Assurance Cell (IQAC) or from the date of endorsement by the President.

3. THE KEY TERMS USED

The meaning of terms in these rules is as given below unless the context otherwise requires.

Copyright means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work.

Agreement is the document created with mutual consent of involved parties defining the rights, roles and responsibilities of each of the parties, for example, Research Agreement, Consultancy Agreement, Non-Disclosure Agreement (NDA), etc.

Inventor/Creator means any employee of Madhav University, Rajasthan and includes those who are on probation, those who are employed on a temporary basis either in Madhav University and/or in projects and those who are research workers, research scholars or students who are responsible for the creation of an intellectual property, using the facilities of Madhav University.

Director means the Director (IQAC) of Madhav University, Rajasthan who coordinates all research activities of Madhav University.

Intellectual Property broadly includes any property generated out of the intellectual effort of the Inventor(s), or creator(s). It includes but is not limited to.

- New and useful scientific and technical advancements in the form of innovations, inventions, products and processes, diagnostic kits, medical devices, drug candidates, materials, biological varieties etc. which are Patentable.

- Teaching resource materials generated, records of research, Manuals, Innovative SOPs, Surgical techniques, etc., which are Copy-right able.
- Institute Resources means facilities such as office space, standard laboratory facilities, library, normal access to software, computers and networks, standard secretarial services, salary and perquisites.
- Trade Mark / Service Mark/ logos etc. is a distinctive word, symbol or picture or combination of these, which is used by a business entity to discriminate its products and services from those of other business entities.

Institute means Madhav University (Pindwara) Sirohi, Rajasthan.

IPR Cell means a separate office in the University for the management of IPR which will be known as IPR Cell. The cell will be headed by a Nodal Officer, IPR Cell appointed by the President on the recommendation of the Director, IQAC from time to time to evaluate and make recommendations regarding IP-related issues.

Institute personnel means part-time and full-time members of the faculty, technical, administrative or supporting staff and employees, undergraduate and postgraduate students and doctoral fellows of the University.

Patent means a patent granted under the provisions of the Indian Patents Act, 1970.

Invention includes but is not limited to any new and useful process, formula or machine conceived or first reduced to practice in whole or in part, defined within the purview of the Patent Act. Invention means the Invention as defined by The Patent Act, 1970 (as amended). Inventors are persons who produce an invention.

Patentee means the person for the time being entered on the Register of Patents kept under the Indian Patents Act, 1970 as the generator or proprietor of the patent.

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.

Licensing is an authorization to permit the IP right by the owner under certain consideration. Non-Disclosure Agreement (NDA)/Confidentiality Agreement- The agreement intends to protect proprietary or confidential information among the parties involved in executing an NDA.

Revenue is any payment received as per an agreement by Madhav University usually for the legal use of Intellectual Property through a license.

Royalty is the payment made to an inventor/author or an institution usually for the legal use of a patented invention or any Intellectual Property when licensed.

Trade Secret refers to some information such as know-how of commercial or strategic value that is not disclosed to all and is used in a restricted manner.

Copyrightable material: includes

- (a) Books, journals, articles, texts, glossaries, laboratory, manuals, syllabi, tests and proposals, study guides, bibliographies;
- (b) Lectures, musical or dramatic compositions, unpublished
- (c) scripts;
- (d) Films, filmstrips, charts, transparencies, and other visual aids, Vide-audio tapes and cassettes;
- (e) Live video and audio broad-casts;
- (f) Programmed instructional materials;
- (g) Research notes, research data reports and research note books; other materials or works other than software which qualify for protection under the Indian Copy-right Act.

4. OBJECTIVE

The purpose of this policy document is to establish a framework that encompasses the following objectives:

- Promote and nurture creative endeavors across all academic and research domains within the university.
- Cultivate, stimulate, and inspire creative activities encompassing Biomedical & Allied Health Sciences, Public Health, Clinical Research, Physiotherapy, Engineering & Technology, and Management.
- Safeguard the legitimate interests of Madhav University's faculty, scholars, students, and society as a whole, while striving to prevent conflicts of opposing interests.
- Establish a transparent administrative mechanism for the ownership, management, and allocation of intellectual properties, along with equitable distribution of revenues stemming from intellectual properties owned by Madhav University.

- Implement comprehensive strategies and initiatives to foster, facilitate, and promote the Transfer of Technologies, including avenues for commercialization, licensing, and various methods of disseminating advancements developed by the Institute.

5. OWNERSHIP

5.1 In-house Research

All rights in respect of investigations and research carried out at the Madhav University shall vest in and be the absolute property of the University except in respect of the activities carried out jointly with other institutions or agencies or under a sponsorship by an agency, in which case the ownership will be decided and agreed upon mutually.

5.2 Sponsored Research

Intellectual Property Rights (IPR) of inventions arising out of research projects undertaken on behalf of the sponsoring agencies shall be taken jointly in the name of the University and sponsoring agencies; when the sponsoring agencies bear the cost of filing and maintaining of the IPR equally. If the sponsoring agencies are not forthcoming, the University at its discretion may file the application with absolute ownership and University will meet the fifty percent cost of filing and protection of IPR.

5.3 Collaborative Research

All intellectual property jointly created, authored, discovered, invented, conceived or reduced to practice during the course of collaborative research undertaken jointly by University with Collaborating Institutions, shall be jointly owned; and the Collaborating Institutions will be requested to bear the cost of filing and maintenance of the IPR. In case the Collaborating Institutions are not forthcoming to bear fully the cost of filing and maintenance, if considered expedient by the University, the University will share the cost equitably with the Collaborating Institutions. Where the Collaborating Institutions are not forthcoming for filing joint IPR application, the University at its discretion may file the application with absolute ownership and University will meet the entire cost of filing and protection of Intellectual Property Rights.

6. TECHNOLOGY TRANSFER

- (i) The Intellectual Property of the Madhav University held either in the name of Madhav University or jointly with other Institutions/Industry will be marketed for commercial exploitation under agreements involving technology transfer, licensing and revenue sharing models.
- (ii) The IPR Cell of Madhav University shall identify potential licensee(s) for the IP to which Madhav University has ownership. In case of joint ownership, the Organization/Industry which has sponsored the activity, will have the first right to commercially utilize and exploit Intellectual Products emanating from the collaboration activity, whether or not the same have been formally protected by patent(s). The licensing to commercially exploit would involve technology transfer fee and also royalty payment from the first date of such commercial exploitation for a period that will be as mutually agreed upon.
- (iii) In the event of the other collaborating organization/industry not undertaking the commercial exploitation within a reasonable period of two years from the first date of development of the technology.

7. REVENUE SHARING

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

8. IPR Cell

This policy framework extends to all members of the Institute, including both internal staff and non-Institute personnel, in relation to any activities conducted within the Institute's purview. This encompasses a wide array of actions, such as research outcomes, consultancy endeavors, and ongoing educational projects. The policy encompasses diverse categories of intellectual property, including but not limited to Patents, Designs, Trademarks, Copyright, unpatented innovations, biological materials, Integrated Circuits Layout, and various forms of creative works.

An Institute Intellectual Property Cell to be nominated by the President consisting of the following members:

President, Madhav University	: Chairperson
Pro-President/ Dean, Faculty Allied Health Science	: Member
Director, R & D Cell	: Member
Charmen Institute Ethical Committee	: Member
One Dean of the Faculty or IPR Expert	: Member
(Nominated by President)	
Chief Finance & Accounts Officer	: Member
Nodal Officer, IPR-Cell	: Convener

8.1 The IPR Committee, led by the Nodal Officer, IPR-Cell in the capacity of the convener, will consist of an IPR Expert, one or two subject matter specialists, and the Creator or Inventor of the intellectual property. This committee will undertake a comprehensive assessment of the IP application and subsequently provide targeted recommendations pertaining to the patentability or registration of the proposal by Madhav University. The committee holds the option to engage IPR experts or legal professionals to aid in this process if required. Throughout these proceedings, the utmost confidentiality of the intellectual property will be rigorously maintained.

9. CONFLICT OF INTEREST

- The Creator(s) / Inventor(s) have an obligation to divulge any existing or potential conflicts of interest. If the Creator(s) / Inventor(s) or their immediate family members hold interests in a licensee or potential licensee company, it is mandatory to disclose the extent of their ownership in said company.
- In cases where there's a connection between the inventors and a company seeking a license or rights assignment of the IP, the approval of the 'Chairperson IPR Cell' is essential. This approval takes into account the disclosed information regarding any such vested interests, ensuring transparency and fairness in the decision-making process.

10. DISPUTE RESOLUTION

In the event of any disagreement concerning the IPR policy, the verdict of the President of Madhav University will be considered ultimate and obligatory.

11. JURISDICTION

All agreements requiring Madhav University's endorsement will fall under the jurisdiction of the court in Sirohi and will be subject to the applicable laws of India. Exceptions to this stipulation may be permitted in specific instances at the discretion of the President of Madhav University.