

PARUL UNIVERSITY

R/Notification-585/2020-21

Office of the Registrar
November 3, 2020

NOTIFICATION

Sub: Policy on Intellectual Property Rights

Ref: (i) No.R/ Notification-303/ 2018-19 dated 26.12.2018

(ii) Recommendations of Director (R & D), CR4D

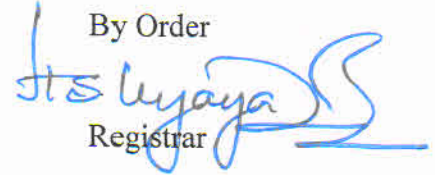
(iii) Orders of the Medical Director and Chairperson, CR4D

The University Policy on Intellectual Property Rights (IPR) to be adopted henceforth is given in the Annexure. Consequently, the Annexure-1 in the Notification cited at ref.(i) is superceded.

This comes into effect immediately.

This is subject to the approval of the Governing Body.

By Order



Registrar

To,

- 1) Deans of Faculties
- 2) Principals/HOIs of Colleges/ Institutes
- 3) Dean, Doctoral Studies & Research
- 4) Controller of Examinations
- 5) Director (CR4D)/ Director (R & D), CR4D
- 6) Director, CDC / EDC / IRC / ISAC / CEP / EDP / CEC / TTP / Alumni Association / AFMC
- 7) Director (IQAC)
- 8) Dean, Students' Welfare
- 9) Chief Technology Officer
- 10) Chief Librarian
- 11) Executive/ Academic Directors

Copy to,

Campus Director

Submitted to,

- 1) The President
- 2) The Vice President
- 3) Dr.Parul Patel, Member, Governing Body and Chairperson, Admissions Committee
- 4) Dr. Geetika Madan Patel, Member, Governing Body and Medical Director
- 5) Dr.Komal Patel, Member, Governing Body and Director
- 6) The Provost

PARUL UNIVERSITY
INTELLECTUAL PROPERTY RIGHTS POLICY

1.0 PREAMBLE

In the era of globalization, knowledge is supreme. Universities are the fountainheads of creation of knowledge and its dissemination in multiple disciplines. Parul University has a large pool of teachers, researchers, and UG and PG students who are engaged in creating new technologies and innovations. It is felt that the newly created innovations should not remain a bookish knowledge limited to publications of a few research papers or in the form of bound theses, but should be translated into inventions which could be put to the service of the society.

Parul University encourages its faculty and students to undertake research in various fields of their interest. Infrastructural facilities have been created and a conducive environment has been given to the researchers to promote creativity, and come out with new innovative technologies and inventions. In order to safeguard and streamline the interests of innovators this IPR Policy is put into place.

2.0 OBJECTIVES

This IPR Policy has been framed in order to achieve the following objectives:

- To create an awareness among the faculty and the students about the importance of creating and safeguarding the intellectual property.
- To create an environment in the university which encourages the researchers to be more research oriented and innovative.
- To make the researchers aware about the intellect power they possess and use the intellectual power to invent new knowledge and technologies.
- To put a system in place so that every member of the Parul University Pariwar knows about it and its functioning.
- To help the researchers of the university to safeguard their intellectual property in securing patent/industrial designs/copy rights etc.
- To help the researchers in commercializing their inventions.
- To ensure the interests and rights of the innovators and the university while commercializing their innovations.
- To help the faculty to exploit their knowledge and expertise in the form of “consultancy” to industries.
- To promote the faculty to take up sponsored research projects from industries and other government/non-government funding agencies.

3.0 INTELLECTUAL PROPERTIES COVERED UNDER THE POLICY AND THE OWNERSHIP ISSUES

This policy covers the intellectual properties like ‘Patents, Industrial designs, Copyrights and Trademarks created/designed/made by the faculty and students, and any intellectual

property arising out of the 'Consultancy' undertaken by the faculty members of the university.

3.1 PATENTS

- i). All patents obtained through the innovations created by the employees or students of Parul University using the university resources would be the property of the university with 'Parul University' as the sole applicant. The persons who are instrumental or who have actually invented the innovation would be the "Inventors".
- ii). Patents arising out of the innovations from the research work of sponsored research projects, will be owned jointly by Parul University and the sponsoring agency, or only by Parul University where the sponsoring agency is silent about the ownership.

3.2 INDUSTRIAL DESIGNS, LAYOUT DESIGNS OF INTEGRATED CIRCUITS, TECHNOLOGY DEVELOPMENT AND OTHER FORMS OF CREATIVE WORK

- i). Parul University will be the sole owner of Industrial designs, Technology development, Layout designs of integrated circuits or any other creative work done by the faculty/employees or the students of the University.
- ii). If the above said creative work has been done under a sponsored research project then in that case there would be joint ownership of Parul University and the sponsoring agency. If the sponsoring agency is silent about the ownership issue then in that case Parul University will be the sole owner of such intellectual property.
- iii). Copyrights of all the intellectual work, softwares etc. generated using the resources of Parul University and legal rights of Technology development, will remain with Parul University.
- iv). Ownership of the intellectual property arising out of the sponsored research projects will remain jointly with Parul University and the sponsoring agency. In absence of any guidelines by the sponsoring agency in this context, Parul University will be the sole owner of such intellectual property.

3.3 COPYRIGHTS

- i). Copyrights of all the intellectual work generated using university resources will remain with Parul University.
- ii). Ownership of intellectual work arising out of the sponsored projects will remain jointly with Parul University and the sponsoring agency. In absence of any guidelines by the sponsoring agency in this context, the ownership will solely remain with Parul University.
- iii). Copyrights of the teaching material generated by the faculty will remain with Parul University. However, the faculty members would be entitled to use the material so generated, for teaching to the students.
- iv). Copyrights of the dissertation and theses submitted by the PG and Ph. D. students will remain jointly with the students and the supervisors. However, publication or any commercial exploitation of the theses or dissertation is not allowed without written permission from Parul University.

- v). Ownership of copyright of publication/published material arising from the academic programmes conducted by any Institute/Department/Faculty of the university will be in the name of Parul University.
- vi). Rules regarding the Copyrights of Books authored by the Faculty members/students of Parul University will be governed by the terms and conditions of the publisher as per the MOU signed between the authors and the publishers. However, in all such cases, the name/address of Parul University must remain under the names of the authors.

3.4 CONSULTANCY WORK

- i). Faculty members are encouraged to undertake consultancy work in the fields of their specialization.
- ii). Parul University will honour the terms and conditions of the agency tendering the consultancy work to the faculty.
- iii). Ownership of any intellectual property arising out of the consultancy work will be governed by the terms and conditions of the consultancy tendering agency. In case of absence of such terms and conditions, the ownership of the intellectual property arising out of such consultation work will remain with Parul University solely.

4.0 IMPLEMENTATION OF THE POLICY

Implementation of the IPR Policy of the University will be the joint responsibility of all the stake holders, i.e. the students/scholars, faculty members, employees, university administration and the management.

4.1 IPR CELL

There exists a GUJCOST recognized IPR Cell in CR4D Department to smoothly administer the IPR Policy of the university. The cell consists of a Director (powers delegated to Medical Director) and the CR4D officials who are responsible for administering all the activities falling under the IPR policy and all other relevant matters as determined from time to time.

4.2 PROCESS ADOPTED FOR SECURING THE INTELLECTUAL PROPERTY

4.2.1 Disclosure of the intellectual property

The inventor will report promptly to the IPR Cell in CR4D in writing the type of invention/technology development/design/integrated circuit lay out etc which he/she has developed and has in his/her possession by disclosing it in [Form I (Annexure-II)]. Any new product or new process can be patented subject to the condition that the invention is novel, involves inventive step, non-obvious and has commercial value. There exists no prior art for the innovation. Other types of intellectual properties can be safeguarded as designs/trademarks/copyrights etc.

The inventor is not supposed to disclose the said invention by publishing/presenting the invention as a research article or on any other public platform. The cell will ask the inventor to give a brief presentation/discuss the innovation in CR4D office.

After satisfactory presentation/discussion, the Cell will help the inventor to file an application for safeguarding the invention as a patent/industrial design/trademark/copyright, as the case may be. The expenses will be borne by Parul University for the application process.

In case the Cell is not in agreement with the inventor for safeguarding the disclosed invention through the Cell, the inventor is free to file the application in his/her own personal capacity as the "Applicant" as well as the "Inventor". However, the inventor is not allowed to file any application on his own without consulting/bypassing the IPR Cell. In all such cases the expenses for safeguarding the intellectual property would be borne by the inventor, but the invention will still remain the property of Parul University, and in case of its commercialisation in future, sharing of the revenue will be governed by rules as laid down in this policy.

4.2.2 Confidentiality Agreement

The creator of the intellectual property identified for the purpose of its safeguarding through the Cell will give a certificate of "Confidentiality or Non-disclosure of the invention" [Form II (Annexure-II)] to the University that the inventor has not disclosed/will not disclose in future the details of such invention to the public in the form of publication/presentation etc. without prior permission from the University.

4.2.3 Disclosure of the source of funding

In case the intellectual property has been created under a sponsored project/scheme, the inventor will disclose the source of the funding for the project in which the intellectual property has been created, and the terms and terms of the funding agency in the prescribed form [Form III (Annexure-II)].

4.2.4 Non-infringement disclosure

Parul University gives due credit to all the researchers and academicians, and adheres to the policy of non-infringement of the intellectual property created by other researchers. The university innovators/researchers approaching the Cell with an innovation will have to give a "Non-infringement Disclosure Certificate" [Form IV (Annexure-II)] certifying that the innovation in their possession does not infringe/violate any other intellectual property existing in the public domain at that particular time (i.e. there is no prior art for the innovation). In case found otherwise, the "Innovators" solely will be responsible for the consequences what so ever (legal, financial or others) and Parul University will share no such responsibility.

4.3 CONSULTANCY

A faculty member will disclose in writing to the Cell any consultancy work they are doing/or in the process of doing, in the prescribed form [Form V (Annexure-II)] detailing the type of consultancy work and the terms and conditions. Revenue arising out of the consulting work will be shared as per the rules and regulations laid down in this policy.

4.4 COPYRIGHT

Copyrights of all the intellectual work/software generated using the university resources will remain with Parul University.

5.0 LICENSING OR TRANSFER OF TECHNOLOGY

Issues related to licensing of the intellectual property and transfer of technology will be dealt with on case to case basis.

6.0 SHARING OF REVENUE

Issues related to the sharing of revenues on licensing of an invention or transfer of technology to the stake holders i.e. inventor(s) and Parul University are harmonised as described below:

- i). The revenue generated by licensing/transfer of technology will be shared in the ratio of 70:30 (i.e. 70% of the revenue goes to the inventor(s) and 30% to Parul University) for the 'X' amount. For the next 'X' amount, the ratio will be 50:50 and for further amounts beyond '2X' the ratio will be 30:70 for the inventor(s) and Parul University respectively. The amount 'X' will be decided mutually between the Inventor(s) and Parul University. If the amount is not decided mutually, the 'X' amount will be Rs. Fifty lakhs.
- ii). In those cases where the intellectual property is generated by a faculty/staff member/student of Parul University without using the resources of Parul University, but he/she wants to protect the generated intellectual property through the university using university system (or resources), sharing of revenue would be in the ratio of 90:10 (i.e. 90% of the revenue goes to the inventor(s) and the remaining 10% to Parul University) for the 'X' amount. For the next 'X' amount, the ratio will be 80:20 and for further amounts beyond '2X' the ratio will be 70:30 for the inventor(s) and Parul University respectively. The amount 'X' will be decided mutually between the Inventor(s) and Parul University. If the amount is not decided mutually, the 'X' amount will be Rs. Fifty lakhs.
- iii). The revenue will be shared on annual basis or on lump sum basis as decided mutually between the inventor(s) and Parul University.
- iv). In those cases where the cost of protecting the intellectual property has been borne by Parul University, this cost will be deducted from the revenue generated through licensing/technology transfer and the remaining amount will be shared as described above.
- v). The Patent/Registration annual renewal fee, wherever applicable will be subtracted from the revenue generated before sharing of the same.
- vi). In case a project funding agency is also a party in the creation of the intellectual property, sharing will be done among Parul University, the Inventor(s) and the funding agency in the ratio as per the policy of the funding agency.
If the funding agency does not have any such policy, 40% of the revenue will go to the inventor(s), and 30 % each to Parul University and the funding agency after subtracting the expenses incurred in obtaining/maintaining the patent/design/copyright/TM etc.
- vii). If there are two or more than two inventors, 60 % of the Inventors' share will go to the Principal inventor and the remaining amount of the Inventors' share will be equally distributed among the remaining inventors.

- viii). The inventor(s) will continue to receive their shares irrespective of the fact whether they remain associated with Parul University or not. In case the inventor(s) remains untraceable at any point of time, his/her share will go to Parul University.

7.0 INFRINGEMENT, LIABILITY AND INDEMNITY INSURANCE

In case of any infringement or liability related to the intellectual property licensed/transferred, Parul University seeks indemnity insurance from any legal proceedings or damages against itself. The indemnity clause will be incorporated in the license/transfer/contract agreement.

8.0 CONFLICT OF INTEREST

The inventors will be required to disclose any conflict of interest and provide a certificate of 'No Conflict of Interest' with anybody regarding the invention/technology under consideration.

9.0 DISPUTE RESOLUTION

In case of any dispute related to the intellectual property under consideration, the aggrieved party can appeal to the President, whose decision will be final.

10.0 LEGAL JURISDICTION

All agreements related to the licensing/transfer of rights regarding the intellectual property generated in Parul University and any dispute arising in this matter are subject to the legal jurisdiction of the Courts of Law, Vadodara and shall be governed by the appropriate laws of India.

NOTE: Parul University reserves the right to make amendments in its IPR Policy from time to time or as and when required as per the need.

DEFINITIONS

1. **Intellectual property:** It is the property (virtual or real) which has been created by using one's intellectual faculties/creative abilities. It could be some new invention, literary or artistic work. It is classified into seven categories: Patent, Industrial design, Trade Mark, Copyright, Geographical indications, Layout design of integrated circuit and Trade secrets.
2. **Intellectual property rights:** It means ownership rights of the intellectual property which the inventor has created using one's intellectual prowess.
3. **Inventor(s):** The person or a group of persons who is/are responsible for the creation of the intellectual property.
4. **Patent:** A patent is an exclusive legal right given to an inventor(s) for making, using or commercialising a product or a process for a limited period of time in exchange of disclosing of one's creation/invention.
5. **Design:** It means the features of shape, configuration, pattern or composition of colours and lines or their combinations applied by an industrial process (manual, mechanical or chemical) to any two/three dimensional article/object which is judged solely by the eyes and does not include any trade mark or artistic work.
6. **Copyright:** It is the exclusive legal right given to the creator to print, publish, perform, film, record or commercialise the literary, artistic or musical work.
7. **Trade Mark:** It means distinctive words, graphics logos or their combinations used for identifications of some product, producer or distributor of some product/goods.
8. **University:** It refers to Parul University specifically.
9. **Faculty:** It refers to the teaching staff members of Parul University.
10. **Staff:** It refers to the employees (teaching, non-teaching and office, permanent and temporary) of Parul University.
11. **Students:** It refers to all the students registered for various teaching courses and scholars enrolled for their doctoral degree programmes.
12. **Sponsored research project:** It refers to research scheme funded by external agencies (government/non-government) other than Parul University.
13. **Licensing:** It means renting out the intellectual property rights to a third party with certain terms and conditions.

ANNEXURE-II

TABLE OF FORMS

1. FORM-I : INVENTION/TECHNOLOGY DEVELOPMENT DISCLOSURE
2. FORM-II : CONFIDENTIALITY/NON-DISCLOSURE CERTIFICATE
3. FORM-III : DISCLOSURE OF SOURCE OF FUNDING
4. FORM-IV : NON-INFRINGEMENTMENT DISCLOSURE CERTIFICATE
5. FORM-V : DECLARATION FOR CONSULTANCY WORK

INVENTION/TECHNOLOGY DEVELOPMENT DISCLOSURE

(For the purpose of seeking protection of the Intellectual Property)

1. Name of the Principal Investigator:

2. Institute/Department:

3. Details of Co-investigators:

	<u>Name</u>	<u>Institute</u>
(i)
(ii)
(iii)

4. Type of intellectual property for which protection is demanded

(i) Patent (ii) Design (iii) Copy right (v) Trade Mark
 (vi) Any other

5. Whether the invention is made as part of a degree programme?

(i) If Yes, State the degree programme:

(ii) If No, Give details of the project funding:

6. Whether the invention is made under a sponsored research project/programme?

Yes/No, If Yes,

(i) Name of the funding agency:

(ii) Total amount of funds received/sanctioned:

(iii) Duration of the project:

(iv) State the Terms & Conditions (attach a copy, if available):

7. Give brief description of the invention (Not more than 100 words):

8. Prior art search performed: Yes/No

9. Has the work been disclosed on any public platform? Yes/No

If Yes, Give the details:

10. (i). Are the complete details/specifications of the invention available?

Yes/No

(ii). If No, How much time will it take to acquire the complete data to describe the invention?

11. Any other details you would like to furnish:

Name:

Signature

Date

Place

CONFIDENTIALITY/NON-DISCLOSURE CERTIFICATE

I/We (i)..... of(Name of Institute)
 (ii).....of
 (iii) of

Certify herewith that:

- (a) the invention/developed technology entitled, “.....
” for which I/we am/are seeking protection through Parul University has neither been disclosed at any public platform as research paper or presented in any conference/seminar/symposium or by any other means of public disclosure, nor would be disclosing in future without the permission of the University.
- (b) the invention would be disclosed only to the IPR Cell, Parul University for the purpose of legal protection or technology transfer.
- (c) the said invention/technology will not be exploited in any way without taking written permission of Parul University.

Name

Signature

- (i)
 (ii)
 (iii)

Date:

Place:

DISCLOSURE OF SOURCE OF FUNDING

This is to state that I/We

Name: (i)..... of

(ii) of

(iii) of

are in possession of an invention/technology entitled, “

..... developed
under:

- (i). The project entitled, “.....
for a period ofmonths/years, amounting Rs. from
.....(name of funding agency).
- (ii). The Ph.D. project entitled, “.....
has not been funded from any external funding agency.
- (iii). The PG dissertation entitled, “.....
.....” in (specialisation)
- (iv). No particular scheme, but has been developed using the funding from Parul
University.

Name

Signature

i.

ii.

iii.

Date:

Place:

NON-INFRINGEMENTMENT DISCLOSURE CERTIFICATE

This is to certify that I/We

Name: (i)..... of

(ii) of

(iii) of

- (a) declare that we are in possession of an invention entitled, “.....”
.....

which I/we want to protect legally by filing a Patent/Design/Copyright/
application through the University.

- (b) Declare further that the above said invention is an original one created using our own
intellect capabilities/efforts.
- (c) Declare that the said invention does not infringe upon the existing
patent/design/invention existing in the public domain/use or in any other way.
- (d) Declare that I/We have carried out a prior art search/patentability of the said invention.

Name

Signature

(i)

(ii)

(iii)

Date:

Place:

DECLARATION FOR CONSULTANCY WORK

This is to state that I/We

Name: (i)..... of

(ii) of

(iii) of

declare herewith that I/We wish to do/are doing consultancy work, the details of which are given below:

(i). Name of the agency for which consultancy work is being done/sought:

(ii). Nature of the consultancy (give a brief description in about 100 words):

(iii). Duration of the project:

(iv). Terms and conditions (attach a copy, if available):

(iv). Money received/to be received as consultancy fee:

(v). Any other additional information:

Name

Signature

(i)

(ii)

(iii)

Date:

Place: