

# **UNIVERSITY OF CALICUT**

## **IPR POLICY**

### **PREAMBLE**

1. The University of Calicut (hereafter referred as University) seeks to provide an academic ambience that foster innovation, creative work and the dissemination of knowledge directed towards bringing the fruits of research in diverse fields of knowledge to public use and benefit while protecting the interests of the Scholars and University.
2. The University, therefore, supports and encourages the efforts directed towards bringing the fruits of research in diverse fields of knowledge to public use and benefit while protecting the interests of the scholars and all other stake holders.
3. The University is committed to providing an environment where scholarship and innovation can flourish and those participating in these endeavours can be suitably rewarded for their efforts.
4. In order to establish the respective rights and obligations of the University, its faculty, research scholars, students, employees and all other stake holders in intellectual property of all kinds existing now and hereinafter formed or established, the University is adopting this policy governing intellectual property (hereinafter referred to as ‘the IPR Policy’)
5. The policy shall govern the intellectual property rights of the University, faculty members, research scholars, students and other stakeholders connected with the work, product, ideas and inventions created in connection with the activities of the University.

### **POLICY STATEMENT**

This policy covers all rights arising from intellectual property devised, created, or made and established by the staff in the course of their employment in 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.

### **OBJECTIVE**

Establish standards for determining the rights and obligations of the, creator of intellectual property (for example inventors, developers, authors) and their sponsors with

respect to inventions, and works created at the behest of the University and to establish a transparent administrative system for the ownership control and assignment of intellectual properties and sharing of the revenues generated by the intellectual properties developed and owned by the University . The policy also envisages a transparent and structured administrative mechanism within the University for the purpose of matters connected with IP related activities.

### **PURPOSE**

Pursuing all the necessary procedures and actions to facilitate, catalyse, and bring to bear the Transfer of Technologies (ToT), including the commercialization, licensing, and other means of disseminating the technologies developed by the University. It also envisages to protect the scientific/technological and financial interest of the Scholar and the University.

### **CREATION OF INTELLECTUAL PROPERTY**

The IP consisting of patentable or copyrightable material can be created by the University in the following ways:

1. When University undertakes an assignment either from external agency or by its own initiation to take up on creation of a specific copyrightable or patentable material and deposes a team of its researchers to accomplish it as and when an individual researcher or a team of researchers may develop copyrightable or patentable material during the course of their research or as an outcome of specific project.
2. When some external funding agencies such as Government, foundation, trust commercial/corporate undertaking may enter into a specific agreement with the researchers to develop some specific copyrightable or patentable materials.

### **DEFINITIONS**

“Personnel”

Shall mean and include all Faculty, Students, Staff, (permanent or temporary), Retired but Continuing Faculty or maintaining some sort of association with the University, Consultants,

Ad-hoc Appointees, and Contract Employees, engaging in higher education and advanced research at the premises of the or off the premises of the University, working during leave or on duty from the University , including Research Staff, Research Associates, Post-Doctoral Researchers, Students enrolled by the University in various Degree Programs of the University , regardless of the mode of entry through which they are admitted. The term “Personnel” also include all present and potential stake holders such as students at the University or from other Universities (whether in India or abroad) studying/conducting research. Under exchange programs. Personnel also includes visiting faculty members or scientists, adjunct faculty, industrial personnel, fellows project/research/technical assistants, summer fellows/trainees and any other personnel from outside engaged in research and development work at the independently or in collaboration with Personnel. Personnel whose R&D effort results in an Invention, and whose IP needs to be protected by the University, will be referred to in this document as Inventor.

"Substantial Use of University Resources"

refers use of the 's experimental facilities, laboratories, computational facilities, -provided or -administered funds, space or human resources including their release time from regularly assigned duties during the course of their work. The routine use of library/information resources does not constitute “substantial use of resources”.

“Research and Development (R&D)”

refers to the set of activities associated with innovation. It is usually the front end of the Innovation lifecycle. At the University, there exist the following forms of R&D:

“Sponsored R&D”:

This is the category of R&D wherein the agenda for the research is set by the Personnel (most often the Faculty who generate an R&D Proposal, based on their intellectual curiosity and chosen area of interest and specialization. The Sponsor/ Funding Agency, upon scrutiny and peer review of the Proposal, decide to fund the R&D Proposal, and sanction the necessary administrative and financial approval for the same. Also, the innovation work would be done by

University personnel only. The IP in all such Sponsored R&D will be completely owned by the University.

“Collaborative R&D”:

In this category of R&D, would comprise projects that are jointly conceived, planned, and executed by the University Personnel, in collaboration and partnership with, the representatives, personnel, and staff of the Sponsor/ Funding Agency/ Industry/ Collaborator, including Inter- Collaborator(s). Such projects will be characterized by substantial inventive and financial contributions from the Sponsor/ Funding Agency/ Industry/ Collaborator, including Inter- Collaborator(s). Consequently, the University would be amenable to considering joint ownership of the IP, with the corresponding Sponsor/ Funding Agency/ Industry/ Collaborator, including Inter- Collaborator(s).

“Contract R&D”:

Contract R&D is the kind of R&D performed by Personnel, when a Sponsor/ Funding Agency/ Industry sets out a specific problem/ research agenda/ scope of work, and the Personnel work on the same, in a “work for hire” mode

“Publications”:

It refers to the various documents, reports, technical communications, etc. arising out of a R&D work carried out by the University Personnel that are generally made available to the public, by means of sale or general transfer of ownership, or by rental, lease, or lending. In contrast, unpublished works (including the academic theses of students at the University) are those documents, reports, technical communications, etc. that have restricted or limited circulation, and thus are not available to the general public.

“Sponsor/ Funding Agency/ Industry”:

These terms, used interchangeably in this IPR Policy document, refer to the entity that funds the R&D work that is proposed to be carried out by the. In addition, in the case of Collaborative R&D work carried out by the University and the Industry, the latter shall also make substantial inventive contributions, in tandem with the financial contributions made by it.

“Technology Licensing”:

It refers to the process by which the owner of an IP, (in this case the University) assigns to the other party (the Licensee) the right to use, put in practice, and commercialize the invention or technology covered by the IP. The specific terms of Technology Licensing will usually be set out in detail in the Agreement for Technology Licensing, that will be entered into and contracted, between the Owner of the Technology/ Invention/ IP (the Licensor) and the other party seeking the License (the Licensee).

“Commercialization”:

refers to the various activities, processes, and steps undertaken by the Licensee, under the terms of the Technology Licensing Agreement, to put the Technology/ Invention/ IP to commercial use, in terms of sale, internal use, lease, rent or assign to any other party, etc., that result in financial, commercial, economic, or any other material benefit to the Licensee. The terms of the Licensing Agreement will specify the compensation to be paid by the Licensee to the University (the Licensor), and such compensation would include a one-time Lump Sum Technology Transfer Fee, as well as deferred Royalty payments. In addition, the Licensee may also offer a certain equity in the proposed start-up venture to the University, on terms to be mutually discussed and negotiated.

"Revenue"

refers to all the financial earnings made by the Licensee, from the rights to use the Technology/ Invention/ IP, for commercial purposes, including the sale, internal use, lease, rent, or assign to any other party, etc. that result in financial, commercial, economic, or any other material benefit to the Licensee. Where the context so admits, Revenue would also refer to the financial compensation paid by the Licensee to the Licensor, in this case, the rights to use the Technology/ Invention/ IP, for commercial purposes, including the sale, internal use, lease, rent, or assign to any other party, etc. that result in financial, commercial, economic, or any other material benefit to the Licensee.

"Release of an Invention”:

The Release of an Invention to the Inventor(s) to mean temporary transfer of rights to administer the protection of IP, its prosecution, and commercial licensing of the same

“Lump Sum Technology Transfer Fee”:

is the financial compensation paid by the Licensee to the Licensor, in this case, the rights to use the Technology/ Invention/ IP, for commercial purposes, including the sale, internal use, lease, rent, or assign to any other party, etc. that result in financial, commercial, economic, or any other material benefit to the Licensee.

“Conflict of Interest”;

This term will be used in this IP Policy document to refer to a situation in which a person or organization is involved in multiple interests, or has stake(s) in multiple roles, financial interests or otherwise, one or more of which could corrupt or cause to disrupt or interfere, with the motivation of the individual(s) or the organization(s), or one or more of which disrupt or interfere with other roles or interests.

“Dispute Resolution”:

refers to one or more processes for settling outstanding problems or conflicts amongst a contract or business process. It includes mechanisms such as negotiations, conciliation, mediation, arbitration, and litigation.

“ IPR-Advisory Committee”:

The IPR Advisory Committee shall be headed by a teacher appointed by the Vice-Chancellor and IPR-Advisory Committee shall comprise of 5 teachers with one as its Chairman and four others as its members. The committee shall be constituted by the Vice-Chancellor from time to time, will be incumbent to evaluate and make recommendations regarding IPR related issues. The tenure of the committee shall be for two years.

**TO WHOM THE IP POLICY IS APPLICABLE**

1. The IPR Policy of the University is applicable to all Personnel making Substantial Use of Resources.
2. When Personnel work at other organizations through a formal agreement between the University and the organization, the IPR Policy of the University will be interpreted in reference to the relevant formal inter-institutional agreement.

## **OWNERSHIP OF INTELLECTUAL PROPERTY**

### **PATENT/ DESIGN/ INTEGRATED CIRCUITS**

1. The University shall be the owner of all intellectual properties including inventions, software's, designs and integrated circuits, specimens, created by creators as a result of research or created by substantial use of facilities.
2. Specific provisions relating to IPR made in contracts/Agreements governing the collaborative /sponsored activity shall determine the ownership of IPR in case of sponsored or collaborative research.
3. Where there has been external corporate, foundation, trust, Government or industrial funding of any project, the intellectual property generated from such a project shall owned by the University, creator of intellectual property and the funding agency jointly- provided, such agency has provided Rs. 10/- lac. or more for a particular research/invention/intellectual creation under a specific agreement with the University.
4. The University shall, at the time of engaging any personnel, get relevant agreement executed by said personnel that mandates them to execute assignments mentioned above at relevant times as and when such IP is created/developed using the said resources.

### **COPYRIGHT**

1. Ownership of copyright of all copyrightable work shall rest with the University 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.

2. The University shall be the owner of the copyright of work, including software, created by the personnel with significant use of resources. The University may demand assignment of the copyright in whole or in part depending on the degree of -supported resources used in producing the copyrightable work.
3. The University shall be the owner of the copyright on all teaching materials developed by the 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 personnel.
4. The University shall be the owner of the copyright of work produced by non- personnel associated with any activity of the with the intellectual contribution of the personnel. However, the authors shall have the right to use the material in her/his professional capacity.
5. The student and his/her supervisor(s) will jointly have the ownership of copyright in the thesis / dissertation / project report written by a student. Here copyright has not been assigned to the University, the University will be entitled to a non-exclusive, non-transferable license to use the work within the University for non-commercial educational and research purposes, or to possess a limited number of copies for such purposes, whichever is relevant. Any copyrightable work generated as a work for hire will belong to the University as per the terms of the original contract.

## **GEOGRAPHICAL INDICATIONS**

The University shall take initiative in availing GI status of products which arising out of its own research initiatives which shall coming under the definition of Section 2(1) (e) of the Geographical Indications of Goods (Registration and Protection) Act, 1999 No.48 of 1999. As per this definition "geographical indication", in relation to goods, means an indication which identifies such goods as agricultural goods, natural goods or manufactured goods as originating, or manufactured in the territory of a country, or a region or locality in that territory, where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin and in case where such goods are manufactured goods one of the activities of either the production or of processing or preparation of the goods concerned takes place in such territory, region or locality, as the case may be.

*Explanation:* For the purposes of this clause, any name which is not the name of a country, region or locality of that country shall also be considered as the geographical indication if it

relates to a specific geographical area and is used upon or in relation to particular goods originating from that country, region or locality, as the case may be.

### **EXCEPTIONS TO THE OWNERSHIP**

The creator of the intellectual property may opt to retain the ownership in the following circumstances:

1. All IP developed by University Personnel in their own personal time and which is neither connected to R&D of the University nor developed with substantial use of the University's resources shall belong to such personnel identified as inventors, provided prior written disclosure is made to the University.
2. All rights in artistic, literary and scholarly intellectual property such as scholarly books articles and other publications including those in electronic mode, works literature and music recordings shall belong to the creators despite use of resources so long as such works are not the projects of research, neither created under the direction and control of the University, nor developed in the performance of a sponsored research or third party agreement.
3. All copyrights in papers, thesis and dissertations written as a student to earn credit in courses or otherwise to specify degree requirements.
4. The faculty and students may freely publish their research result provided such research does not leave copyrightable/patentable intellectual property.
5. Cessation of employment either by resigning, retirement, or completion of project/course, under normal circumstances, will not affect an individual's right to receive a share of "Royalty(ies)", provided the IP/revenue was generated during the due course of their employment or association with the University. Such cessation shall not also absolve the University Personnel from their obligations towards confidentiality or the procurement/registration of IP in so far as executing necessary documents and/or assisting attorneys of the University towards the objectives of the University are concerned.

### **REVENUE SHARING**

The revenue generated from the Intellectual Property shall be distributed as follows:

1. When University is the Creator, the income from economic use of intellectual property will be shared amongst the University, Research Team and Support Staff (as recommended by the principal researcher) as 60%, 30% and 10% respectively.
2. When the individual researcher or a team of researchers is the Creator and has used substantial resources, the Revenue shall be shared amongst the individual researcher, team of researchers, the University and Support Staff (as recommended by the principal researcher) as 60%, 30% and 10% respectively.
3. When the creation is the result of funded research, the income from economic use to be received from the Institution funding the research will be on revenue sharing basis at the level determined in the agreement assigning economic use of intellectual property to that institution when it is the economic user. In such cases the income shall be shared between the team of researchers, the University and support staff (as recommended by the principal researcher) as 60%, 30% and 10% respectively.
4. When a Company, Industry or Commercial Undertaking other than Funding Institution is the economic user, the income receivable from the economic user will be as provided in the licensing agreement with that Company, Industry or Commercial Undertaking. Such income will be shared as 60% and 40% between the Funding Agency and the University respectively. The University will distribute the income between the researcher/team of researchers and support staff as stated in the preceding para.
5. The shares as mentioned above shall be determined after deducting the direct expenses if any from the total income received by the University.
6. The creator(s) share would be declared annually and disbursement will be made to the creator(s) or their legal heir, whether or not the creators are associated with the University at the time disbursement.
7. Co-creators that is research team members of IP shall sign at the time of disclosure a Distribution of IP earnings agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The co-owners of intellectual property may at any time by mutual consent revise the distribution of IP Earnings.

#### **DISPUTE RESOLUTION**

Any disputed issue related to the intellectual property or the interpretation of these policy, shall be decided as follows:

1. Any disputed issue that cannot be resolved with the assistance of the IPR cell shall be referred to a Tribunal of Arbitration at the instance of the University or at the request of the inventor or funding agency.
2. The decision of this Tribunal of Arbitration shall be final between the parties for any disputed issue related to intellectual property, revenue sharing or the interpretation of this policy.
3. The tribunal shall consist of one member appointed by the Vice-Chancellor/ or such personal assigned by the Vice-Chancellor, one member nominated by the other party(s) and the Legal Advisor of the University.
4. The process of resolving the dispute shall be completed expeditiously and except in unusual circumstances within two months.
5. The tribunal of Arbitration shall have power to regulate its own procedure in consonance with principles of natural justice

### **IPR CELL**

IPR Cell of the University will coordinate the activity of evaluating, protecting, marketing, licensing and managing the IPR generated at the University. The creators of the IPR shall provide all the necessary information to the cell for the management of the IPR. The IPR Cell will get it evaluated through the IPR Advisory Committee and also by co-opting the patent attorney/legal external experts whenever and wherever needed, before deciding to manage the IPR. An invention will be patented only if it has some commercial use, motivation and viability at some point of time in the future.

## **REGISTRATION OF IPR**

### **FILING OF APPLICATION IN INDIA**

1. The creators of know-how / designs / instruments / devices / processes / specimens and other such IPs who want to get patents for the patentable IPs and / or transfer thereof for commercial exploitation will be required to make an application for the purpose to the Head IPR Cell as per the procedure laid out by the IPR Cell and approved by the Vice-Chancellor. If any creator(s) consider its necessary to obtain immediate protection for safeguarding interest of the creator(s), a professional patent may be directly applied by the creator(s) after obtaining the permission from the University and simultaneously apply for the evaluation of the IP by the University as per the prescribed procedure. In case the University decides to take the patent in the name of the (Registrar of the University Jointly with Creator or Team), the expenses incurred by the creator(s) for obtaining the professional patent protection will be reimbursed to the creator(s) by the University.
  
2. The employees associated with any activity of the University shall treat all IPR related information as confidential. Such confidentiality shall be maintained till the date as demanded by the University or the relevant contract between the concerned parties, unless such knowledge is in the public domain or is generally available to the public.
  
3. The creator shall make a confidential disclosure to the Patent Attorney/ Legal Expert/IPR CELL in writing as soon as possible if the University has an ownership interest and if the intellectual property/technology may be patentable, copyrightable or has potential for commercialization and licensing.
  
4. The IPR CELL will provide disclosure forms on request.
  
5. The creator may consult IPR CELL with respect to his duties to disclose inventions and the manner and timeliness with which such disclosures should be made to the IPR CELL. The disclosure should contain sufficient detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation and technical characteristics of the creation.

6. The creator(s) should also be responsible to update the IPR CELL in a timely manner of any developments involving publications, sale or use of which he becomes aware after the confidential disclosure.
7. If the creator claims an ownership interest in intellectual property or has a question about whether an assignment must be made to the University, the intellectual property shall be disclosed to the IPR CELL and the claim or question clearly stated. The University, through the IPR CELL, will provide a determination of rights within a reasonable time following submission, generally not to exceed 90 days. The determination may be appealed to the Vice-Chancellor for a final adjudication.
8. The IPR CELL will evaluate inventions and other intellectual property disclosed to the IPR CELL to suggest the form of intellectual property protection, if any, that should be considered and also the potential for commercial exploitation. Thereupon it shall either assign the task of securing patent/copyright in the intellectual property and of managing its subsequent economic use to the specialist agency or do so itself in a timely and efficient manner. Direct expenses associated with obtaining protection for intellectual property in which has stake/share shall be borne by the if such intellectual property is being managed by the IPR CELL, by the specialist agency if has entrusted management of a particular intellectual property to it and by the creator/inventor if he has withdrawn management of intellectual property from specialist agency /IPR CELL on grounds of non-performance.
9. The University or its agents or the creator after obtaining approval from the Vice-Chancellor through Head IPR Cell may approach external agencies for commercial exploitations. All agreements shall be signed by the Registrar of the University on the recommendations of Head, IPR Cell and the creator of the IP being transferred, on behalf of the University.
10. In case of IP involving more than one creator, a coordinator from among the creators shall be identified by the creators, for IP protection purposes. At this stage all members of the group of creators shall sign a revenue sharing agreement for the IP, as and when they accrue. This revenue sharing agreement may be modified at any time on mutual consent

among the creators and intimated to the Head IPR Cell. Any conflict with regard to revenue sharing among the creators will be resolved by the University and the same will be binding on all the creators of the IP.

#### **FILLING OF APPLICATION IN FOREIGN COUNTRIES**

The University may consider requests for registration of Patents in foreign countries based on the merit of the IP. If the University decides not to file such a patent in any foreign country, the University shall assign rights of IP in that country to the creator(s) for the purpose of such protection, if the creator so desires.

#### **RENEWAL OF PATENTS**

The University will pay the Patent Fees for the first five years in all cases where patent is taken by the University (Registrar of the University Jointly with Creator). If it is a joint patent with a sponsoring agency, the patenting costs may be equally shared. If the patent has been commercially exploited within the first five years, the University shall pay the Patent Fees for the remaining period of the life of the patent. If the patent has not been commercially exploited within the first five years, the University and the creator(s) shall share the subsequent instalments of renewal fees on 50.50 basis. If the creator, does not show interest in such renewals, the University can either continue the patent by paying the fees for its full term or withdraw application for the patent protection at its discretion.

#### **AMENDMENTS**

The University reserves the right to amend this Policy as and when required. The authority of the University upon recommendation by the Intellectual Property Cell may amend this policy.

#### **WAIVERS**

The University may grant a waiver from the provisions of this Policy on a case-by-case basis. All waivers must be in writing, supported by reasons and signed by the Vice-Chancellor. Any

decision to grant a waiver will take into account the best interest of the University and the facts of the particular situation shall be reported to the IP Cell.

### **EDUCATIONAL MATERIALS**

Educational Materials represent a broad spectrum of copyright works. These materials encompass traditional educational materials such as material for lessons and course material as well as other methods of course delivery such as Internet based learning. The desire of the University is to encourage the development of creative and effective educational tools and media in order to further the educational goals. Educational materials produced in the normal course will generally be owned by the creator of the educational material. Certain circumstances, may however, give rise to claim of joint ownership by the University. Because all possible circumstances cannot be envisioned by this policy, each particular situation will have to be evaluated on its own facts to determine ownership interests.

### **MORAL RIGHTS**

The University recognizes the moral rights of the creators of intellectual property and shall endeavour to protect these rights. These include the right of fair attribution of authorship or invention, the need for the work not to be altered in such a way that it harms the reputation of the creator and an opportunity for the creator to be involved in determining the final outcome of his/her labour.

### **LOGO AND THE EMBLEM OF THE UNIVERSITY**

The logo and Emblem of the University are the exclusive identity and property of the University and no person shall without prior permission of the University can utilize the logo and / or emblem of the University for any commercial purpose.