



स्वामी राम हिमालयन विश्वविद्यालय
Swami Rama Himalayan University

INTELLECTUAL PROPERTY (IP) POLICY

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Swami Rama Himalayan University

Swami Ram Nagar, Jolly Grant- 248 016, Dehradun, Uttarakhand

SWAMI RAMA HIMALAYAN UNIVERSITY

Intellectual Property (IP) Policy

1. Introduction

1.1 Preamble

Intellectual property plays an important role in providing a competitive edge to an organization. The intangible assets of an organization - such as knowhow, inventions, brands, designs and other creative and innovative products are, today, often more valuable than its physical assets. Keeping this in mind, this Intellectual Property Rights Policy Document (hereinafter referred to as the IP Policy) seeks to provide guidance to academic and non-academic staff, students, scholars, and outside agencies on the practices and the rules of the University regarding Intellectual Property Rights (IPR) and obligations which include the nature of intellectual property (IP), its ownership, exploitation, technology-transfer and confidentiality requirements.

The policy laid down in this document is expected to fulfil the commitment of the University to promote academic freedom and provide a conducive environment for research and development.

- a. Intellectual Property (IP) is new and creative work resulting from research, innovation and teaching in any discipline including, but not limited to, natural sciences, social sciences, humanities, performing arts, engineering, etc.
- b. Such IP includes, for instance,
 - (i) process to synthesize a new material,
 - (ii) new design of a product or service,
 - (iii) an algorithm, software, or an “app” to achieve a certain computational, communication or control function, as also
 - (iv) teaching and learning resources, and
 - (v) academic books and published articles
 - (vi) creative work such as music, artistic, engineering drawings, plant varieties, IC layout etc.
 - (vii) tradenames, logos, trade-secretes, Geographical Indications
 - (viii) any other creative outcome of efforts of personnel at University fits in definitions of IPR recognised by Government of India.
- c. Documentation of IP may take the form of a research article, book, thesis, project report, drawing, lecture notes, lab notes, documentary film, etc.
- d. Protection of IP will, however, take the form of a copyright, patent or trademark registration depending upon the IP. In particular, research articles, books, theses, drawings, lecture notes, lab notes, documentary film are copyrighted, while (new) inventions, designs, algorithms, etc. are patented.



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- e. SRHU expects its faculty and students to spend significant fraction of its time engaged in research and innovation, while disseminating research outcome in the form of publications of journal articles, books, or conference presentations.
- f. It is expected that in time to come significant IP will be generated by the University's faculty and students.

It is, therefore, important for the University to protect rights to all such IP so that interests of the faculty, students and the University is a premier academic institute of the country with a rich tradition of teaching and research encompassing a wide area of natural, applied and social sciences.

The University has its footprint in many areas of national importance and has a large pool of enterprising faculty members, researchers and students which has helped it to evolve as a fountainhead of innovation- the driving force behind a knowledge-driven society.

It is, therefore, a natural corollary that suitable mechanisms must be devised to formulate a policy that provides a framework to encourage innovation and at the same time provide a transparent mechanism to safeguard the interests of all stakeholders through marketing of the innovations so that a self-sustaining ecosystem for commercialization of University developed technology is created.

1.2 Purpose

The University wishes to underscore the importance of IP, and hence urges all faculty, staff and students to document their innovative and creative outputs with a view to identify and protect their IP. The University is keen to facilitate IP generation, protection and its application for shared benefits to both University and inventors in a transparent manner. For the facilitation of the IP policy, the University shall constitute the Intellectual Property Management Cell (hereinafter referred as "IPMC"). The office of the IPC shall deal with all activities relating to IP of the University.

SRHU has formulated this policy for the management and ethical conduct of IPRs with the objectives to:

- a. Provide a conducive environment at the University, leading to the generation of IP
- b. Effectively manage IPR
- c. Provide a framework to foster innovation and creativity in the areas of technology, sciences, and humanities by nurturing new ideas and research, in an ethical environment
- d. Protect IPR generated by faculty/personnel, students, and staff of the academic institution, by translating their creative and innovative work into IP rights


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- e. Lay down an efficient, fair, and transparent administrative process for ownership, control and assignment of IP rights and sharing of revenues generated by IP, created and owned by the SRHU
- f. Additionally, in cases of Government-funded research, the inventor(s)/ organization(s) should disclose their IP filings to the Government Agency(s) that have funded their research. Such IP to dealt as per agreed terms of such funding.
- g. Promote more collaborations between SRHU and industry through better clarity on IP ownership and IP licensing.
- h. Create a mechanism for knowledge-generation and its commercial use. The purpose of IP-commercialization is also to augment the financial self-sustenance goals of the academic SRHU and its labs, and to reward faculty and researchers.
- i. Establish an IPMC for supporting all innovation, creativity and IPR-related endeavours of students, research scholars and faculty members.

1.3 Types of IP

IP is an intangible knowledge product resulting from the intellectual and scientific pursuits that qualifies for legal protection under relevant legislations regulating and governing various forms of IP Rights (IPR).

IP is an outcome of the in-house, sponsored research, industrial consulting or other forms of collaborative research and development (R & D).

Broadly, IP could take the form of any invention related to scientific, technological, social, societal, and business development namely: patent, industrial design, trademark, copyright, IC layout design, trade-secret, new plant variety, geographical indications, mathematical models, business models, confidential information, technical know-how, mask works, process, plans, circuit, diagrams, specifications, guidelines, graphics, training materials, software programs, records, drawings, instruction guides, logo, study materials, new techniques, algorithms, concepts or any other form as per the need and development.

The several types of IP can be broadly listed and detailed out as follows:

- a. **Patents** - An exclusive right granted for an invention, which is a product or a process that provides a new way of doing something, or offers a new technical, mechanical or technological solution to a problem. The criteria for patentability are novelty, non-obviousness to the expert and industrial or commercial application.
- b. **Copyrights** - An exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings and the like.


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- c. **Trade/Service Marks** - An exclusive mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colours.
- d. **Industrial Designs** - An exclusive right to protect the features of shape, configuration, pattern, ornament or composition of lines or colours applied to any article whether in two dimensional or three dimensional or in both forms.
- e. **Integrated Circuit Layout Designs** - An exclusive right for a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.
- f. **Geographical Indications** - An exclusive right to identify goods as agricultural goods, natural 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.
- g. **Know-how and Trade Secret** - Any form of confidential information pertaining to technical know-how including lab notes, results of analyses, research notes, research data reports, chemical, pharmacological, toxicological, clinical, analytical and quality control data, trial data, prototypes, information contained in submissions to and information from ethical committees and regulatory authorities, etc. Trade secrets and know-how fall outside the scope of protection under current IP regime of India. It is important for the owner of such secrets and know-how to maintain confidentiality through non-disclosure agreements (NDA) with the other parties.

1.4 Definitions

- (i) **Academic Programme:** in all streams consists of core courses, domain electives, open electives and value addition courses. Academic Programme Worksheets has to be finalized by the student as per choice-based credit system, from a basket of courses
- (ii) **Accelerators design:** programs in batches and transform promising business-ideas into reality under the guidance of mentors and several other available resources
- (iii) **Angel Investors and Venture Capital:** Funds may be understood as individuals or firms financing start-ups
- (iv) **Assignment:** is the transfer of rights or title in the intellectual property in writing
- (v) **Co-Creation:** is the act of creating together. When applied in business, it can be used as is an economic strategy to develop new business models, products and services with customers/clients, trading partner or other parts of the same enterprise or venture.


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- (vi) **Creator(s):** include any employee of the University whether employed full time or part time or on probation or temporary basis either in the University and/or in projects and those who are research workers, research scholars or students or project fellows who are responsible for the creation of an intellectual property using the facilities of the University.
- (vii) **Confidential disclosure:** means disclosure of any information under an agreement between disclosing and recipient parties or a term in a research-contract or license agreement.
- (viii) **Direct Expenses:** include the costs associated with the development, protection, maintaining and licensing of intellectual property, including the regular payment of salaries or other overhead costs of the University.
- (ix) **Educational materials:** comprise the content and associated tools and technologies for delivery of content, including material developed for traditional face-to-face class room courses as well as other delivery methods such as through internet or other distance-learning media Educational material does not normally include works such as text books, articles, papers, scholarly monographs or artistic works produced in the normal course of academic scholarship.
- (x) **Entrepreneurship Course-Curriculum:** refers to the course contents and academics that are provided to students for entrepreneurship development and awareness. It includes courses on business opportunity identification, business idea generation, creativity and innovation, B-plan and feasibility, Government policies etc.
- (xi) **Equity share:** represents the form of fractional or part ownership in which a shareholder, as a fractional owner, undertakes the maximum entrepreneurial risk associated with a business venture. The holders of such shares are members of the company and have voting rights.
- (xii) **Invention disclosure:** means a written description of an invention that is confidentially made by the inventor to the University.
- (xiii) **Intellectual Property :** As described in 1.3
- (xiv) **Incubation:** is a unique and highly flexible combination of business development processes, infrastructure and people, designed to nurture and grow new and small businesses by supporting them through the early stages of development.
- (xv) **Intellectual Property Rights Licensing:** is a partnership between an IP-owner and another who is authorized to use such rights (licensee) in exchange for an agreed payment (fee or royalty).


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- (xvi) **Pedagogy** refers to specific methods and teaching practices (as an academic subject or theoretical concept) which would be applied for students working on start-ups.
- (xvii) **Pre-incubation** typically represents the process which works with entrepreneurs who are in the very early stages of setting up their company. Usually, entrepreneurs come into such programs with just an idea of early prototype of their product or service. Such companies can graduate into full-fledged incubation programs.
- (xviii) **Start-up** is an entity that develops a business model based on either product innovation or service innovation and makes it scalable, replicable and self-reliant.
- (xix) **Student Start-up** is initiated by student(s) enrolled in any academic institution of SRHU.
- (xx) **Technology-commercialization** is the process of transitioning technologies from the research-lab to the marketplace.
- (xxi) **Technology-licensing** is an agreement whereby an owner of a technological (the licensor) allows another party (the licensee) to use, modify, and/or resell that technology in exchange for a compensation.
- (xxii) **University** means Swami Rama Himalayan University.

1.5 Administration of IP Policy

1.5.1 Powers to amend

The IP Policy may be amended by the University from time-to-time as and when needed. The IP Advisory Committee of the University shall have the responsibility for interpreting the policy and recommending changes to the policy from time-to-time to the competent authorities of the University. The authority shall consider such changes/recommendations and take such decision thereon as it deems fit.

1.5.2 Appeal procedure

In case of any grievance regarding any of the decisions taken by the **Intellectual Property Management Cell (IPMC)**, which is also the additional in-charge of including, but not limited to, ownership of IP, processing of proposals, procedures adopted for implementation of IP Policy. Any aggrieved person may file an appeal to the Vice-Chancellor of the university and the decision taken by her/him shall be final.



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1.5.3 IP infringement

The University retains the right to engage in or abstain from any lawsuit concerning patent and license infringements.

As a matter of policy, the University shall, in any contract between the licensee and the University, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation.

The University personnel shall have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.

2. Ownership of Intellectual Property (IP)

This policy, as amended from time to time, shall be deemed to be a part of the University's conditions of employment for all employees and a part of the University's conditions of enrolment for students, and shall be made available to staff prior to appointment, students upon enrolment,

It is also the policy of the University that all potential inventors/creators who participate in a sponsored research project and/or make use of Institute-supported resources shall be informed of this policy and shall accept the principles of ownership of intellectual property as stated in this policy unless an exception is approved in writing by the University.

The University shall explicitly mention in the appointment order of all University personnel that the IP generated by them during the employment tenure shall belong to the University regardless of the source of funding, if any. All the academic and non-academic employees, and research scholars shall sign this agreement.

The IPs filed by or granted to university individuals, during the tenure of their association with the University, and before the implementation of this policy, shall be reassigned to the name of the University.

Except otherwise provided in collaborative/sponsored research agreements, the University shall be the owner of all IPs including inventions, software, designs and integrated circuits and specimens, created by creators as a result of University research or by substantial use of University facilities.

However, in the case of sponsored or collaborative research, the specific provisions relating to IP made in contracts governing the collaborative/sponsored activity shall determine the ownership of IP. Usually where there has been external funding of any project, the IP generated from such a project shall be jointly owned by the University and the funding agency which has provided funding under a specific agreement with the University. IPMC would provide model agreements to enable University to negotiate with potential funding agencies.


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The inventor/researcher of the IP to essentially assign his/her IP to the University for its management. If the University cannot, or decides not to proceed in a timely manner to protect and/or license university owned intellectual property, it shall assign ownership to the creator upon his/her request.

The right to ownership may be retained by the creator of the intellectual property in respect of the following:

- a. All intellectual property developed without University resources and also developed outside the scope of his/her duties as prescribed in preceding paras of this policy.
- b. All rights in books, articles and other publications (whether material or digital mode), works of art, literature and music recordings, so long as such works are not the outcome of projects of University research, nor developed during performance of a sponsored research project and created outside the scope of his/her duties as prescribed in preceding paras of this policy.
- c. All copyrights in papers, thesis and dissertations prepared to meet University degree requirements or in partial fulfilment of the requirement of a degree, however the authors assign right to the university for using such copyrighted work for the entire period of copyright for the purpose of meeting statutory obligations like keeping in library, making available on shodhganga, teaching and essential purpose of the university other than commercial exploitation of copyright.

3. Evaluation and Management of IP

The authorized/designated office/committee of the University will evaluate the disclosure made by the inventor/researcher on the prescribed Invention Disclosure Form and determine whether there is a good prima facie case for believing that the intellectual property has economic value and it needs IPR protection. The University shall communicate to the creator within 90 days from the date of disclosure, its decision whether the-

- a. University wishes to own and commercialise the intellectual property.
- b. University is unwilling to protect the intellectual property.
- c. The ownership of the intellectual property is in doubt, University will discuss the issue and ascertain the ownership in three month of such issue arises.

3.1 IP Advisory Committee

In order to evaluate, monitor and examine the IP related cases received from time-to-time, their shall be an University **IP Advisory Committee** duly constituted for a period of 03(three) years by the competent authority of the University. The committee shall comprise of:


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- a. Chairperson nominated by the Chancellor
- b. Registrar - Convenor
- c. Dean/Head of Research & Development
- d. Principal of the concerned constituent college
- e. An expert from the Industry/State Government nominated by the Chancellor
- f. Any other expert if required

3.2 Roles and Responsibilities of the IP Management Cell and Inventor/Researcher

- a. The inventor/researcher shall make a confidential disclosure through IPMC to the Patent Attorney/Legal Expert/IPR in writing as soon as possible if the University has an ownership interest and if the intellectual property/technology may be patentable, copyrightable, protectable by any other IP or has potential for commercialization and licensing. The IPMC will provide disclosure forms on its website. The inventor/researcher may consult the IPMC with respect to his/her duties to disclose inventions and the manner and timeliness with which such disclosures should be made to the IPMC.
- b. 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. The inventor/researcher(s) should also be responsible to update the IPMC in a timely manner, of any developments involving publications, sale or use of which he becomes aware after the confidential disclosure.
- c. If the inventor/researcher 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 IPMC and the claim or question clearly stated.

The University, through the IPMC, 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.

- d. The IPMC will evaluate inventions and other intellectual property disclosed to the IP to suggest the form of intellectual property protection, if any, that should be considered and also the potential for commercial use. 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 University has stake/share shall be borne by the University if such intellectual property is being managed by the IPMC, by the specialist agency if University has entrusted management of a particular intellectual property to it. Expenses to be borne by inventor/researcher if he has withdrawn management of intellectual property from specialist agency /IPMC on any ground such as non-performance etc.


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- e. The University or its agents or the inventor/researcher, after obtaining approval from the Vice-Chancellor, through Chairperson of the IPMC, may approach external agencies for commercial use. All agreements shall be signed by the Registrar of the University on the recommendations of Chairperson, IPMC and the inventor/researcher of the IP being transferred, on behalf of the University.
- f. In case of IP involving more than one inventor/researcher, a coordinator from among the inventors/researchers shall be identified by the inventors/researchers, for IP protection purposes. At this stage, all members of the group of inventors/researchers 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 inventors/researchers and intimated to the IPMC. 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 inventors/researchers of the IP.
- g. IPMC shall be the responsible authority for guiding the university with regard to entering into agreements such as memoranda of understanding (MoU), confidential disclosure agreements (CDA), material transfer agreements (MTA), Cooperative Research and Development Agreements (CRDA) and IP licensing agreements and will provide template for the same on website.
- h. IPMC shall also assist inventors/researchers in obtaining permission from NBA, Deposition of biological material and compliance to regulatory requirements essential as per IP laws from time to time and of different countries where the University seeks protection on given case, IPMC also seek funds from the University for facilitation of compliance.

3.3 IP Appellate Authority

The Vice Chancellor of the University is the appellate authority in resolving any issues arising out of the Implementation of IP policy of the University. The appeal shall be disposed of within one month from the date of having received the same. The Vice Chancellor may take assistance from any expert in disposing of the appeal.

To summarize, the IPMC of the University will coordinate the activity of evaluating, protecting, marketing, licensing and managing the IP generated at the University. The inventors/researchers of the IP shall provide all the necessary information to the IPMC for the management of the IP.

The IPMC will then get it evaluated through the IP Advisory Committee and also by co-opting the patent attorney/legal external experts whenever and wherever needed, before deciding to manage the IP. An invention will be patented only if it has some commercial use, motivation and viability at some point of time in the future.


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4. Protection of IP

The University shall make it mandatory for all research scholars from applied science and engineering departments to file at least one IP (Patent, Design, IC layout, and Copyright) application during their association with the University. The University shall bear the filing cost thereof.

The inventor/researcher(s) of the IP shall disclose all the information to the IPMC by submitting the Invention Disclosure Form (IDF) to enable them to decide whether the university wants to own the IP or not.

An invention shall typically be patented by the University if it has commercial potential.

If the University does not wish to own the IP, it shall permit the inventors/researchers to file their own IP by themselves. However, the revenue generated by such IPs shall be shared by the University as stated in the 'revenue sharing' section.

In the case of patentable IP, it is essential that the concerned patent application has been filed before academic publication or any kind of disclosure to the public.

In the case of a sponsor project, if the sponsor wishes to manage the filing of patents and bearing the cost, the inventor/researcher(s) shall inform the IPMC about the same. The inventor/researcher(s) shall also inform IPMC about the status of that application from time to time.

5. Renewal of IP

The University will pay the relevant IP-renewal in all cases where the IP is taken by the University till the period it deem fit.

If it is a joint IP with a sponsoring agency, the filing costs may be as per the terms condition agreed during the award of such sponsorship.

If the IP has been commercially utilized within the first five years, the University shall pay the fee for the remaining period of life of the IP.

If the IP has not been commercially utilized within the first five years, the University and the inventor/researcher(s) shall share the subsequent instalments of renewal fees on 50:50 basis for another five years. Still inventors/researchers wish to renew in absence of commercial exploitation it may be done at the cost of inventor/researcher(s).

If the inventor/researcher does not show interest in such renewals, the University can either continue the IP-validity by paying the fee for its full term, or withdraw/abandon the application for IP-protection at its discretion.

6. Commercialization of IP and Revenue-sharing

The revenue generated from the IP shall be distributed as follows:


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- a. When the University is sole owner of IP, the income from economic use of intellectual property will be shared amongst the University and Research Team as 60% and 40% respectively.
- b. When the creation is the result of externally funded research, the income from economic use to be received from such externally funded research will be on revenue sharing basis at the level determined in the agreement assigning economic use of intellectual property to when it is the economic user. In such cases the share of university in income shall be shared between the team of researchers and the University as 60% and 40% respectively.
- c. 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 preferably shared as 60% and 40% between the Funding Agency and the University respectively or as agreed terms of funding agency. The University will distribute the income it so derives to itself, researcher/team of researchers as in the preceding para.

- d. The shares as mentioned above shall be determined after deducting the direct expenses if any from the total income received by the University.
- e. The inventor/researcher(s) share would be declared annually and disbursement will be made to the inventor/researcher(s) or their legal heir, whether or not the inventors/researchers are associated with the University at the time of disbursement.
- f. Co- inventors/researchers 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/researcher. The co-owners of intellectual property may at any time by mutual consent revise the distribution of IP Earnings.
- g. Generally university would prefer non-exclusive licences of IP. In exceptional cases University may consider exclusive license of IP or agree to provision of sub-licensing of IP. Assignment of IP by SRHU to third party w.r.t. University owned IP to considered as last resort.

7. Guidelines for use of IP Rights Owned by Third Parties

a. Use of Technology Protected by IPRs like Patents and Designs:

It is likely and inevitable in some cases that inventors/researchers would have to use different technology/design/software, during the course of their research.


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In all such instances, due care and attention must be given for not infringing the IP rights of third parties. Some of the licenses may have restrictions with regard to kind of usages permitted. Users to ensure due permissions from IP owners before engaging in any use which goes beyond the terms of license or as permitted under the relevant laws in India.

b. Use of Copyrighted Material

Whenever inventors/researchers use copyrighted material for teaching or research purposes, it needs to be ensured that the use is with permission from copyright holders or is within the boundaries of exceptions provided under Indian copyright law. However, it needs to be highlighted that it is the duty of the inventors/researchers to ensure that they do not violate the copyrights and that the concerned use is within the ambit of exceptions provided under copyright law.

8. Promotion of the Use of Free and Open-Source Software (FOSS)

For advancement in software related quality and skills in student the role of use of Free and Open-Source Software (FOSS) is recognised by the University. University encourages wide adoption of FOSS which is anticipated to help in improving the quality of software and as well reduce long-term costs of research. Hence the university shall:

- a. encourage and popularise the use of FOSS by inventors/researchers, with adoption of open standards;
- b. conduct periodic training programmes in this regard;
- c. open licenses for University owned software developed under such objectives.

9. Disclosure of IP & Maintenance of Confidentiality

9.1 Disclosure

When the inventors/researchers believe that they have generated patent-able or commercialise-able intellectual property using University-supported resources, they shall report it promptly in writing along with relevant documents, data and information, to the University through the appropriate authority using the Invention Disclosure Form.

Disclosure is a critical part of the IP protection process for claiming the inventor-ship. The information shall constitute a full and complete disclosure of the nature, particulars and other details of the intellectual property, identification of all persons who constitute the inventor/researcher(s) of the property, and a statement of whether the inventor/researcher believes he or she owns the right to the intellectual property disclosed, or not, with reasons.

Where there are different inventor/researchers of components that make up a system, the individual inventor/researchers and their contributions must be identified and treated separately.

In case of the sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of the creative work is applied. By disclosure the inventor/researcher(s) shall assign the rights of the disclosed invention to the University.



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9.2 Confidentiality

All University-personnel and non-University personnel associated with any activity of the University shall treat all IP related information which has or has not been disclosed to the IP Cell and/or whose rights are assigned or to be assigned to the University, as confidential. Such confidentiality shall be maintained till such date as is demanded by the University interest in protecting the IP, unless such knowledge is in the public domain or is generally available to the public. Having filled the Disclosure Form, the inventor/researcher shall maintain confidentiality i.e. refrain from disclosing the details, unless authorized otherwise in writing by the University, until the University has assessed the possibility of protection and secured priority for protection under respective IP law in India

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

The following guidelines should be followed when dealing with confidential information in the context of third parties such as commercial organizations:

- a. The amount of information given to prospective licensees before the signing of any confidentiality or secrecy agreement should in no case exceed or fall outside that which is set out in the Technology Profile Form for any particular intellectual property.
- b. When a third party is interested in commercialising an item of intellectual property on offer after inspecting the relevant Technology Profile, they may apply on the prescribed form and with the deposition of the required fee for transfer of the technology. They will be required to demonstrate their capacity to commercialise the technology to the University's satisfaction. The University will then require the third party to sign contractual confidentiality or secrecy agreements undertaking to maintain the confidentiality of all information disclosed, before any further disclosure is made. The format of a standard Bilateral Secrecy Agreement, should be followed.
- c. Third parties must obtain express authorization writing from the University to commercialise the intellectual property. Confidentiality agreements will continue in force even if the commercialisation process is aborted at any stage. However, it is recommended that no disclosure should be made if there is any doubt as to the outcome of the commercialisation process.
- d. If running royalties are to accrue to the University and the inventor/researcher, the licensees must be bound by their contract to take adequate measures to protect that matter from becoming known to others through the licensee's practice, and thereby made available to others whose activities may adversely affect royalty returns.



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- e. Access to areas where University-owned intellectual property including confidential information is made available, seen or used, and to confidential documents, records, etc. is to be limited only to those who are inventors/researchers or are bound by confidentiality agreements.
- f. Inventors/researchers and/ or Institute personnel must take care not to disclose confidential details of University-owned intellectual property in their publications, speeches, or other communications.

10. Miscellaneous Provisions

10.1 Conflict of Interest

- a. The inventor/researcher(s)/IP owner/s is/are required to disclose any conflict of interest or potential conflict of interest. If he/she/they and/or his/her/their immediate family have a stake in a licensee or potential licensee company, then they are required to disclose the stake they and/or their immediate family have in the company.
- b. A license or an assignment of rights for a patent to a company in which the inventors/researchers have a stake shall be subject to the approval of the concerned competent authority, taking into consideration this fact.

10.2 Dispute-resolution

In case of any dispute between the University and the inventor/researcher /IP owner regarding the implementation of the IP Policy, the Vice Chancellor's decision would be final and binding.

10.3 Jurisdiction

As a policy, all agreements to be signed by the University shall attract the jurisdiction of the courts in Uttarakhand, and shall be governed by appropriate laws of India.


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