



Career Point University Hamirpur (HP)



Office Order

No. CPUH/Estt/OO/2023-19933-60

Dated: 06.09.2023

In pursuance of the decisions of 28th meeting of Academic Council, the Competent Authority has ordered to implement the Intellectual Property Rights (IPR) Policy as envisaged in the Annexure attached.

All concerned to note accordingly.

By Order
Vice Chancellor

Endst No. Even

Dated: 06.09.2023

Copy of above is forwarded to following for information and necessary action:

1. Dean Academic Affairs CPUH
2. All Deans/Associate Deans CPUH
3. All HOD's CPUH
4. All Faculty members CPUH
5. PS to VC CPUH


Registrar

INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY (2023)



Career Point University

Tikker (Kharwarian), Bhoranj, Hamirpur (H.P.)

www.chpu.in

1. INTRODUCTION

Intellectual property (IP) denotes creations of the mind that can be inventions; literary and artistic works; symbols or logos, names and images used in businesses, etc. IP can be sheltered or protected legally through patents, copyright, design, GIs, trademarks, etc. An IPR policy is the foundation of innovation and creativity in the academic world. It provides structure, predictability, and a framework for innovative minds to create and innovate.

The IP Policy shall set forth transparent guidelines and benchmarks for ownership, protection, and exchange of the developed IP while upholding the core moral values of students, academic researchers, and faculty, such as integrity, merit, academic freedom, and pursuit of excellence.

2. SCOPE OF THE POLICY

The policy will cover all University personnel including the students, faculty, staff or visiting faculty, researchers, and scientists. The policy shall be deemed to be a part of the conditions of employment for every employee of the University and a part of the conditions of enrollment of students at the Career Point University, Hamirpur, and shall be made available to the faculty and staff prior to appointment, to scholars and students on registration and to all the existing staff and students. It is also the policy of the University that all potential creators who participate in a sponsored research project and/or make use of University-supported resources shall be informed of this policy and shall accept the principles of ownership of IP as stated in this policy unless an exception is approved in writing by the University.

All the creators/inventors/researchers of IP shall also execute appropriate documents as may be required to set forth effectively ownership and rights as specified in this policy. Further, this policy itself shall be amended as and when needed to effect changes deemed to be fit in the best interest of this University.

The types of IP that may be considered by the University in its IP Policy would be patents, industrial designs, copyrights, trademarks, etc, and all other forms of IP as enumerated as per the "law of the land" (for the time being) below:-

1. The Patents Act, 1970, as amended by The Patents (Amendment) Act, 2005;
2. The Trade Mark Act, 1999;
3. The Copyright Act, 1957;
4. The Design Act, 2000;
5. The Geographical Indications Act of Goods (Regulation and Protection) Act, 1999;
6. The Semiconductor Integrated Circuits Layout Design Act, 2000;
7. The Protection of Plant Varieties and Farmers Rights Act, 2001;
8. The Biological Diversity Act, 2002;

3. OBJECTIVES OF THE POLICY

The objective of the Policy is to create an enabling environment that helps in the recognition and valuation of research, creativity, and innovation by the students, faculty, scholars, supervisors and researchers in the University and simultaneously assists in translating the outcome of such creativity, research and innovation in an orderly fashion into products, processes and technology useful to the industry and commerce, which ultimately transform in to service for the widest public good. It will deal with the ownership, protection, and commercialization of IP and know-how created by the students/employees of the University.

The policy will ensure that any IP arising from the works of its students/creator/inventor/researcher/employees is managed effectively throughout its life cycle. The policy is intended to serve as a set of guidelines for University's faculty, staff, students, and the partners/sponsors.

The objectives of this IPR Policy Document of the University are:

1. To encourage creative activity and dissemination of ideas and inventions by recognizing and rewarding individual members of faculty/staff/creators/inventors/researchers/students.
2. To make an innovation-conducive environment in the University by making available the needful resources to build capacity for innovation.
3. To protect and safeguard the interests of the innovators, including the students, researchers, supervisors, and ultimately the University by filing an appropriate application to the concerned IP authorities.
4. To commercialize IP and generate revenue for further research and share benefits of revenue generated by IP exchange among all the stakeholders, including the researchers, supervisors, and the University.
5. To lay down a transparent administration system for the ownership and control of IP and sharing of revenue generated by IP owned by the University.
6. To enhance compliance with applicable laws and regulations in respect of IP
7. To enhance the reputation of the University as an academic research institution.

4. APPLICATION OF IP POLICY

The prime objective of the policy is to promote an innovation culture among University employees/students and commercialization of IP from the University to the industry while generating income to support further research and education. As a condition of their employment, enrolment, or participation in University programs or their use of funds, space, staff, or facilities, all employees of the University, whether appointed full or part-time and all faculty shall be bound by this Policy, unless stated otherwise in a written agreement between such person and the University. Faculty shall be included within the term "Employee". This Policy shall also apply to all students of the University.

- I. Ownership:** Determining the ownership of IP depends on various factors as well as on individual circumstances. It all depends as how the research is carried out at the University. There could be a single invention that many people contributed differently or the project is sponsored by external agencies.

It is therefore important to establish ownership and assignment rights for creative works produced during the course of sponsored and/or collaborative activity or based on specific provisions related to IP assets resulting from contracts governing sponsored and/or collaborative activity.

The University where its resources are used significantly shall own all IP. In case, where the terms of such ownership and assignment rights are not expressed clearly prior to the creation of any creation/innovation at the University, created singly or jointly, with or without significant contribution by the University, the IP Rights shall lie with the University.

The right to ownership may be retained by the creator of the IP in respect of the following;

- All IPs are developed without University resources.
- 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 the performance of a sponsored research project.
- All copyrights in papers, thesis, and dissertations prepared to meet University degree requirements or in partial fulfillment of the requirement of a degree/diploma.
- Person(s) who have an honorary association with the University shall be required to transfer any IP they create during their stay with the University. However, for the sharing of the revenue generated by such IP, they will be treated as the University employee.
- Any dispute related to the ownership of IP shall be referred to the committee. The decision of the committee in this regard shall be final and binding on all the parties.

II. Responsibilities:

1) University:

- a) To educate its employees and students regarding IP.
- b) To provide legal services and necessary financial resources to protect University-owned IP.
- c) To provide legal support to protect the interest of the University and creators of IP against its unauthorized use.
- d) To share royalties and other income with creators derived from the University IP.

- e) Promotion and commercialization of University-owned IP.
 - f) Maintenance of IP to its life at the University's cost.
 - g) Resolution of disputes that arises between the University, Creators, and sponsors.
- 2) **Creator/Inventor/Researcher:** The creator of IP shall disclose all inventions and related work belonging to the University as described in the Policy promptly and in a timely manner. The creator shall keep all records of inventions such as notebooks, and digital recordings related to the research activities, and shall provide them to the university on demand. He/she shall also assign the IP rights to the University and shall cooperate in technology transfer activities as well as in legal actions relating to the IP as required in the Policy. The creator shall promptly disclose all potential conflicts of interest to the IPR Cell.

5. MANAGEMENT OF IPR

The IPR Cell of the Career Point University, Hamirpur shall perform the activity of evaluating, protecting, marketing, licensing, and managing the IP generated at the University. The creators of the IP shall provide all the necessary information to the cell for the management of the IPR. The 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.

6. IPR REGISTRATION

- i. **Filing of application in India:** When any creator(s) want to get a creation patented or transfer the same for commercial exploitation; he/she will be required to make an application for the purpose of the chairperson of the IPR cell. If any creator(s) feels the need for immediate safeguarding of his/her interest, a professional patent may be directly applied by the creator(s) after obtaining permission from the University. However, he/she will have to simultaneously apply for the evaluation of the IP by the University as per the prescribed procedure. When the University decides to take the patent or copyright (Jointly with Creator(s)), the expenses incurred by the latter for obtaining the professional IP will be reimbursed by the University. Further, it will be incumbent upon the University employees associated directly or indirectly in the process of creation and filing to treat all IPR-related information as confidential. Such confidentiality shall be maintained unless such knowledge is in the public domain or till such time as decided by the University.
- ii. **Filing of application in Foreign Countries:** If any creator chooses to apply for a foreign patent, the University may consider the request based on the

merit of intellectual creation. However, 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 on the request of the creator(s)

7. EVALUATION OF IP

The University's IPR Cell will evaluate the disclosure made by the creator on the prescribed Disclosure Form to suggest the type of IP protection required; determine whether there is a good prima facie case for believing that the IP is commercialized and examine any other relevant information and applicable contractual commitments. For this purpose, the University may consult with the creator(s)/inventor(s)/researcher(s) and others as necessary to investigate the type of protection and commercial potential of the IP.

8. RENEWAL OF PATENTS

The University will pay the Patent fees and charges incidental to registration for the first seven years in all cases where the 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 with that agency. If the patent has been commercially exploited within the first seven 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 seven years, the University and the creator(s) shall share the subsequent installments of renewal fees on a 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 the application for the patent protection at its discretion.

9. TRANSFER OF IP PATENTS

- i.** 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. The creator may consult the 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 will include sufficient details of the nature, purpose, operation, and technical characteristics of the creation. The creator(s) shall regularly update the IPR cell about all developments (like publications, sales, or use of IP) after the confidential disclosure.
- ii.** If the creator claims an ownership interest in IP or has any doubt about whether an assignment must be made to the University, he/she may seek a determination of right by filing a claim in writing in the IPR cell. The University shall decide the determination of such rights and communicate to the applicant within 90 days of

applying. In case of any dispute, the matter may be referred to Vice-Chancellor for final adjudication.

- iii. The IPR cell will get inventions and other IP evaluated before it accepts for its management. Thereupon it shall either assign the task of securing patent/copyright in the IP and of managing its subsequent economic use to the specialist agency or do so itself in a timely and efficient manner. The University will bear direct expenses associated with obtaining all protection, except if the creator/inventor has withdrawn management of IP from a specialist agency / IPR cell on grounds of non-performance.
- iv. In order to commercially exploit the invention, the University or the creator after obtaining approval from the Vice-Chancellor through Chairperson, IPR cell, may approach external agencies for commercial exploitations. All agreements for transfer shall be signed by the Registrar of the University on the recommendations of the Chairperson, IPR cell, and the creator (of the IP being transferred), on behalf of the University.
- v. Where an IP is a creation of more than one creator, they shall authorize in writing one of them to undertake the responsibility to perform all actions for IP protection purposes. At this stage, all members of the group of creators shall also sign a revenue-sharing agreement for the IP among themselves. 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.

10. REVENUE SHARING

In order to inspire further research and to form a corpus for further research at the University level, revenue sharing will be as specified in the sub-clauses of this subsection.

The share of the University, creator(s), and support staff will be determined after deducting the direct expenses from the gross revenue received by the University. The share(s) of creator(s) will be disbursed annually to them or their nominees, as the case may be. Where there are co-creators, they will sign a revenue-sharing agreement among them at the time of disclosure and submit a copy to the chairperson IPR cell. The agreement will clearly specify the percentage share of co-creators, which they may like to revise by mutual consent, and submit the revised agreement within one year of signing the agreement.

The sharing of revenues among the University, creators (team of researchers), and the support staff will be as follows:

- i. When an IPR is generated by an individual researcher or a team of researchers by using substantial University resources, the sharers in revenue shall be the individual researcher, a team of researchers, the University, and the Support Staff. The sharing ratio shall be the creator and his/her team 60%, the University 35%, and Support Staff/ Facilitator 5%. The Creator or PI and his team of researchers will mutually decide their share by a separate agreement/understanding, as the case may be.

- ii. When University is the Creator, the income from the economic use of IP will be shared amongst the University, Research Team, and Support Staff/Facilitator (engaged by the researcher) as 60%, 35%, and 5% respectively.
- iii. In the case of funded research, the income from economic use to be received from the funding agency will be on a revenue-sharing basis as per the agreement assigning economic use to that institution when it is the economic user. The income received from an economic user shall be shared between the team of researchers, the University, and the Support Staff/Facilitator as 60%, 35%, and 5% respectively.
- iv. When an IPR is licensed to any Commercial Undertaking other than Funding Agency, the royalty receivable from the economic user will be as provided in the licensing agreement with that Commercial Undertaking. Such income will be shared equally (50: 50) between the Funding Agency and the University. The royalty so received by the University will be distributed among the University researcher/team of researchers and support.

11. MISCELLANEOUS

- 1) **Right to Regulate Policy:** The IPR Cell shall bear the responsibility of interpreting various aspects of the Policy contained in this document, resolving disputes concerning the interpretation and application of various provisions of this policy document, and recommending changes to the policy from time to time, as may be felt necessary out of the experience of implementing various provisions of the Policy in different situations. All the changes proposed to be made in the policy shall have to be ratified by the Board of Management/Director.
- 2) **Secrecy and Confidentiality:** It is critically important that the IP Policy has an unambiguous section dealing with maintaining and enforcing secrecy and confidentiality. This section would have all the conditions for maintenance of secrecy and confidentiality, especially in relation to ongoing R & D work and related laboratory notebooks, thesis and dissertations, presentation of technical papers in conferences, seminars, and other such events, publishing technical or journalistic articles, and in contracts involving third parties.
- 3) **Provisions for Penalty on Violation of Policy Provisions:** Wherein there is a condition not to publish the work without the authority consent before filing the application for concerned Intellectual Property, no step may proceed to statutorily protect such Intellectual Property, the burden of the cost in preparing documents for filing, office fees, etc would be to such innovators including student(s)/researcher(s)/Creator (s)/inventor(s) and a disciplinary action may be taken by the concerned department of the University.

Wherein the IP disclosure claimed by the student(s)/researcher(s)/Creator (s)/inventor(s) is not genuine and under the search or if objected by others including the right-holder(s), no step may proceed to protect such Intellectual

Property, the burden of the cost in preparing documents for filing, office fees, etc would be on such innovators including student(s)/researcher(s)/Creator (s)/inventor(s) and disciplinary action may be taken by the concerned department of the University, except otherwise the genuine research in the same “field of invention” would be considered exempt from such disciplinary action.

- 4) Dispute Resolution:** In case of any disputes between the University and the inventors/creators/researcher regarding the implementation of the IPR Policy, a such disputed issue that cannot be resolved with the assistance of the IPR Advisory Committee/Vice-Chancellor shall be referred to a tribunal of Arbitration at the instance of the University or at the request of the creator/inventor/researcher or sponsor/funding agency. 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.

The tribunal of the arbitrator shall consist of one member appointed by the Vice-Chancellor, one member nominated by the opposite party(s), and an independent expert in the related field.

- 5) Jurisdiction:** All agreements to be signed by the University will be subject to the jurisdiction of the courts in district Hamirpur of Himachal Pradesh and shall be governed by the appropriate laws of India.
- 6) Amendments:** The University reserves the right to amend this policy at any time as required.
- 7) Waivers:** The University may grant a waiver from the provisions of these Ordinances 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. Every waiver and reason for it shall be reported to the Academic Council/ Board of Management in its next meeting.