

Mohanlal Sukhadia University, Udaipur (Raj.)





INTELLECTUAL PROPERTY RIGHTS POLICY MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

1. Preamble

Mohanlal Sukhadia University, Udaipur (hereinafter referred to as MLSU), is committed to transform lives and serve the society through pursuit of excellence in teaching, innovation, lifelong learning, cultural enrichment and outreach services. MLSU came into existence by an Act No. 18 of 1962 of the Rajasthan Legislative Assembly promulgated by the Governor in 1963, with the objective to make provisions for imparting education in different branches of learning and for furthering the prosecution of research in all branches of learning.

MLSU recognizes the importance of intellectual property rights through patents, copyrights, trademarks and all other forms of IPRs, as recognized by the Indian laws, from time to time. MLSU is committed to ensure an effective IP management system that would act as an incentive for innovators who are engaged in knowledge creation. This would lead to greater professional recognition besides monetary gains through licensing fees and royalties to the researchers. Also, this would likely to lead to further innovations thus resulting in faster technological progress. Recognizing the importance of protecting the intellectual property rights, MLSU has framed this policy for the Intellectual Property Rights.

This Intellectual Property Rights Policy (hereinafter referred to as the Policy) of the MLSU seeks to provide guidance to academic staffs, students, supporting staffs and outside agencies on the practices and the rules of the MLSU regarding intellectual property rights (IPRs) and obligations which include the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements. The policy is expected to fulfill the commitment of the MLSU to promote academic freedom and provide a conducive environment for research and development.

2. Objectives

The objectives of the Policy are as follows:

Approved
G. P. Singh

Approved
I. V. Trivedi
Prof. I.V. Trivedi
Vice Chancellor

- (a) to promote academic freedom and safeguard in creation of intellectual property at the MLSU;
- (b) to create an environment for acquiring new knowledge through innovation and research, compatible with the educational mission of the MLSU;
- (c) make the creator of IPR aware of the applicable laws and rules for ensuring their compliance; and
- (d) to preserve the academic freedom to publish the research results and to make them aware that if they do decide on public release, the patent system cannot be brought into play thereafter;
- (e) to ensure that once they decide to explore the prospects of commercialization of IP, they must disclose it to the MLSU, while continuing to keep the information confidential until patent applications are being processed.
- (f) to provide a comprehensive single window reference system for all intellectual property rights issues relating to intellectual property generated at the MLSU;
- (g) frame standards for do's and don'ts for the MLSU, creators of intellectual property and their sponsors relating to inventions, discoveries and original works originating from the MLSU;
- (h) to safeguard the interest of creator of intellectual property and provide fair distribution of returns accruing from the commercialization of IPR;
- (i) to help in introducing prudent IP management practices within the MLSU to promote an IPR culture;
- (j) to provide legal support, wherever necessary, to defend and protect the intellectual property rights obtained by the MLSU against any infringement/unauthorized use.

3. Applications of Policy

This Policy and the subsequent Regulations are applicable to all University academic staffs, students and supporting staff, and shall be interpreted in accordance with current Indian Intellectual Property Acts.

4. Intellectual Property and Ownership

The University strongly encourages the applied research and development activities of its faculty members, students and supporting staff for the benefit of the public, with the terms of collaboration with any third parties generally consistent with this Policy, including the sharing of benefits.

When the University chooses to proceed in the transfer and commercial application of an invention, it shall award to the inventor(s) a reasonable share of proceeds from royalties and/or other income which may arise from such commercial application, as an incentive to participate in the protection of IPRs and its transfer to application, as further defined in the Regulations.

This policy covers all types of IPRs, *as recognized by the Indian laws for the time being in force*, and shall cover the following IPRs in particular:

- ✓ Patents
- ✓ Copyrights
- ✓ Trademarks & Service Marks
- ✓ Designs, Integrated Circuit layouts and other creative works
- ✓ Plant Varieties

4.1 Patents

This section refers to intellectual property that is patentable or protectable by confidentiality agreements. Ownership of all inventions made by the creators within the scope of their technical expertise and/or assigned duties shall be owned by and assigned to the University. The MLSU will take steps to commercialize the property through patenting or agreements.

The intellectual property created through sponsored research will be governed as per details given in Section 7.1.1.

Royalty accruing or any type of payment received from the commercialization of the MLSU-owned intellectual property will be shared between the MLSU and the creators as per Section 9.

4.2 Copyrights

The MLSU will not own the rights in copyrightable works such as books, articles, monographs, lectures, speeches and other communications produced by the staff in the course of research and teaching using MLSU resources. Ownership of copyright of all copyrightable work shall rest with the author(s) with the following exceptions:

- (a) The ownership of IP shall be determined in accordance with the specific provisions related to IP, made in contracts, if the work is produced during the course of sponsored and/or collaborative activity.
- (b) The MLSU shall be the owner of the copyright of work, including software, created by the MLSU personnel with significant use of MLSU resources. The MLSU may demand assignment of the copyright in whole or in part depending on the degree of MLSU-supported resources used in producing the copyrightable work.
- (c) The MLSU shall be the owner of the copyright on all teaching materials developed by the MLSU personnel as a part of any of the academic programs at the MLSU. However, the authors shall have the right to use the material in their professional capacity. As the traditional exception, the MLSU shall not claim ownership of copyright on books and publications authored by the MLSU personnel.
- (d) The MLSU shall be the owner of the copyright of work produced by non-MLSU personnel associated with any activity of the MLSU with the intellectual contribution of the MLSU personnel. However, the author(s) shall have the right to use the material in her/his professional capacity. The students and their concerned supervisor(s) will jointly have the ownership of copyright in the thesis/ dissertation /project report written by students.

Where copyright has not been assigned to the MLSU, the MLSU will be entitled to a non-exclusive, non-transferable license to use the work within the MLSU 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 MLSU as per the terms of the original contract.

4.3 Trade Marks & Service Marks

The ownership of trademark(s)/service mark(s) created for the MLSU shall be with the MLSU. In cases of all IP produced at the MLSU, the MLSU shall retain a non-exclusive, free, irrevocable license to copy/use IP for teaching and research activities, consistent with the confidentiality agreement(s), if any, entered into by the MLSU.

The Director, IPR Cell, MLSU shall be responsible to take precautionary and/or corrective ensures to protect the Trade Marks and Service Marks owned by MLSU.

4.4 Designs, Integrated Circuit layouts and other creative works

Designs, integrated circuit layouts and other creative work created by the MLSU personnel without significant use of the MLSU resources and not connected with the profession for which they are employed at the MLSU, shall be owned by the creator(s).

Designs and integrated circuit layouts produced during the course of sponsored and/or collaborative software activity, specific provisions related to IP made in contracts governing the collaborative activities shall determine the ownership of IP.

The MLSU shall be the owner of all inventions including designs, and integrated circuit layouts, created by a team of the MLSU and non-MLSU personnel associated with any activity of the MLSU. Non-MLSU personnel, who create invention(s) including software, designs, and integrated circuit layouts at the MLSU without any intellectual contribution of the MLSU personnel and significant use of the MLSU resources, shall be the owner of such invention(s).

Except as stipulated above, the MLSU shall be the owner of all invention(s) including, design, and integrated circuit layouts, created at the MLSU.

4.5 Plant Varieties

In India, protection is available for any new plant variety or hybrid which possesses the characteristics of “Distinctness, Uniformity and Stability” or “DUS”. The registration of a new variety with the Central Government’s “National Registry of Plant Varieties” provides (a) exclusive rights to breeders (or their employers) for production and marketing of the variety, (b) authorizes use of registered varieties by scientists and researchers for development of further improved plant materials; and (c) provides clear rights to Indian farmers to collect and use the seeds harvested from their own crops for planting for their next crop.

MLSU's plant varieties of field, horticultural and agro-forestry crops, including the new, extinct, essentially derived varieties (EDV), and transgenic plants protected as per the PPV&FR Act/ plant variety protection (PVP) laws of other countries, will constitute its protectable IP. These include:

All extinct varieties of MLSU, i.e., the previously notified varieties under section 5 of the Seeds Act, 1966, which have not completed 15 years from date of their notification. Protection of these varieties will be secured at the earliest.

New plant varieties identified for their worth (value for cultivation and use) in MLSU, which fulfill the essential criteria of distinctiveness, uniformity, and stability under the PPV&FR Act.

MLSU's plant varieties and transgenic plants, protectable as per corresponding PVP laws of other countries, in the form of PVP certificate, plant patent, etc.

5. Legal status of IPR policy

This policy shall be applicable from the date notified by the MLSU. Any addition, insertion and / or deletion from the policy document, which curtails the rights of a researcher, will not operate retrospectively. Any alterations in this policy will not take effect until the UIPRMC (as mentioned in Section 3.1) takes a decision, and such changes would be effective for inventions and other research results arising out in the future.

An employee is required to observe the MLSU's policy on IPRs as may be decided by the UIPRMC from time to time.

Penalties

Aside from penalties which may arise from the violation of any other law or MLSU policy or guideline, any persons found to have violated any of the provisions of this policy shall suffer the penalties as decided by UIPRMC.

Repealing clause

This Policy expressly repeals the relevant clause(s) inconsistent with it.

6. IPR Administration

6.1 Institutional Arrangement for IP Management

(a) Intellectual Property Rights Cell (IPR Cell)

- The IPR Cell will work as nodal agency in University to facilitate the creator(s) of MLSU in filing all applications for generation of IPRs, under the appropriate Indian / foreign law(s), wherever applicable, as the case may be, in conformity with the national issues & public interests.
- IPR Cell will be headed by Director, IPR Cell, who will be nominated by Vice-Chancellor, MLSU. amongst the Professors of University.
- The IPR Cell will be wholly responsible for MLSU's IPR management under the guidance of following two committees:

(b) University Intellectual Property Rights Management Committee (UIPRMC)

The UIPRMC will be organized at MLSU, Udaipur for the management of its IPR regime. The UIPRMC will be the apex decision-making body concerning IPR management. The Committee will be constituted of following members:

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|----|---|------------------|
| 1. | Vice Chancellor | Chairman |
| 2. | Dean Postgraduate Studies | Member |
| 3. | Director, IPR Cell | Member Secretary |
| 4. | Registrar | Member |
| 5. | Director Research | Member |
| 6. | Two Deans of the Faculties (nominated by the VC for a period of 2 years) | Members |
| 7. | Two Faculty Members (nominated by the VC for a period of 2 years) | Members |

(c) University Intellectual Property Rights Technical Committee (UIPRTC)

The UIPRTC will be responsible for the technical evaluation of any IPR related matter, for further handling of generated IP on case to case basis. The Committee will be constituted of following members:

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|----|------------------------|------------------|
| 1. | Dean Academic Affairs | Chairman |
| 2. | Director, IPR Cell | Member Secretary |
| 3. | Director Research | Member |
| 4. | Concerned HOD/Director | Member |

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|----|-------------------|--------|
| 5. | Applicant/Creator | Member |
| 6. | Patent Agent | Member |
- (nominated by the VC for a period of 2 years)

6.2 Responsibilities

6.2.1 Responsibilities of creator(s)

- (a) To make an invention disclosure in a thorough and timely manner of all inventions, discoveries and other works in which an IPR may be claimed and in which University has stake/share as described in this policy.
- (b) To provide such assistance as may be necessary throughout the assignment process to protect and affect transfer of the intellectual property.
- (c) To return all records and documents that is necessary for the protection of the intellectual property.
- (d) To abide by all commitments made in license, sponsored research and other agreements made in accordance this Ordinance.
- (e) To cooperate with the University with full responsibility in resolving all conflicts as may arise with respect to the IPs concerning to him/her and to make timely disclosure of such information which may hint towards any potential conflict relating to IP.

6.2.2 Responsibilities of MLSU

- (a) To manage IPR, including cost of patent / copyright, etc, assigning it for economic use or licensing it similarly on terms to be finalized jointly by IPR Cell, creator(s) and financing agency, if any, for the research project which lead to such an invention/creation, in situation referred to in 4.4.1, when inventor/creator has withdrawn the right of management of intellectual property from the specialist agency of IPR Cell due to their non-performance.
- (b) Provided that income from any such assignment/licensing for economic use will necessarily be receivable by the University in

totality and distribution of inventor's/creator's and financing agency's share will be the exclusive responsibility of the University.

7. Procedure for obtaining IPR through MLSU

Any creator(s) desirous of filing an IPR application in connection with an innovative work done by them shall follow the procedure outlined below:

- (1) The creator(s) shall submit a detailed proposal along with Invention Disclosure form (Annexure II) and Confidentiality Agreement form (Annexure III) to the Director, IPR Cell, outlining their request to file an IPR application. The creator(s) may suggest names of outside experts who are qualified to evaluate the creative work and who may be invited by the Vice Chancellor to be a part of the UIPRTC.
- (2) The application will be processed by the office of Director, IPR Cell, as per the Intellectual Property Rights Policy of the MLSU. The IPR Cell shall have the right to consult on a confidential basis with appropriate experts in the field of IPR in question in order to assist in the assessment of innovation and its commercial potential in India and abroad.
- (3) The creator(s) shall give a presentation and ensuing discussions thereof, about their submitted proposal before UIPRTC. UIPRTC will assess the proposal and prepare its report on the basis of criteria laid down in Section 4.1, inclusive of addressing the issue of early publication, in case the proposal is accepted. The report shall be forwarded to Director, IPR Cell, for approval of Vice Chancellor, normally within 30 days.
- (4) On the recommendations of the UIPRTC, outside experts / Patent Agents may be employed by the MLSU (on terms & conditions to be approved by the Vice Chancellor) for handling the IPRs generated by the MLSU.

- (5) All forms of intellectual property generated during the course of research and development, such as Patents, Copyrights, Design registrations, Trademarks, etc. will essentially follow the same procedure as above.

7.1 Evaluation Decision

The UIPRTC of the MLSU will evaluate the disclosure made by the creator 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 MLSU shall communicate to the creator, normally within 30 days from the date of disclosure, its decision whether:

- i. MLSU decides to own the intellectual property.
- ii. MLSU is decides not to own the intellectual property.

7.1.1 Where the MLSU decides to own the IPR

- In this case, the MLSU will initiate all the steps to file the IPR under the relevant statues, bearing the costs of the same. In this process, MLSU may hire external agencies and the creator(s) shall furnish such additional information and execute such documents from time to time as may be reasonably requested for effective protection and maintenance of proprietary rights of the MLSU in the intellectual property.
- Specific provisions relating to IPR made in contracts governing the collaborative /sponsored activity shall determine the ownership of IP in case of sponsored or collaborative research. Usually where there has been external corporate, foundation, trust, Government or industrial funding of any project, the intellectual property generated from such a project shall be owned by the University, creator of intellectual property and the funding agency jointly, under a specific agreement with the University.

7.1.2 Where the MLSU decides not to own the IPR

- It shall merely record the fact of the creation of the intellectual property without prejudice to the rights of the creator and hold all

information communicated in this regard by the creator, secret and confidential.

- The MLSU will have no liability to keep the information secret and confidential if the intellectual property subsequently either comes into public domain or is commercialized otherwise, by the creator(s).
- The MLSU will be entitled to a non-exclusive, non-transferable license to use the work within the MLSU for non-commercial educational and research purposes.
- The creator(s) will be free to file IPR independently and use it in consonance with Indian IPR laws.

7.2 Authority of Contracts

All Commitments, Agreements, Memoranda of Understanding, etc. relating to technology transfer of MLSU-owned intellectual property will be granted in the name of the MLSU for and on behalf of the MLSU by the Registrar and Director, IPR Cell.

7.3 Filing of IPR applications in foreign countries

- Subject to the provisions of section 39 of the Patent Act, 1970 the MLSU shall, decide on the suitability of protection of the invention in foreign countries within six months of filing the Complete IP Application in India if no secrecy direction is received from Patent Office.
- If **the** MLSU opts not to undertake such protection in any specific country requested by the inventor(s) relating to the application where no secrecy has been imposed by the Patent Office, the MLSU shall assign rights of the IP in that country to the creator(s) for the purpose of such protection.

7.4 Maintenance of IP rights

- The University will pay the Patent Fees **for the** first seven 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 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 50:50 basis.

- If the creator(s) 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.

8. Technology Transfer

- MLSU (on recommendation of UIPRTC) shall take all decisions for Technology Transfer, regarding any IP generated within MLSU, in accordance with relevant IPR laws.
- The MLSU shall strive to market the IP and identify potential licensee(s) for the IP to which it has ownership. The creator(s) are expected to assist in this process.
- MLSU shall explore the possibility of commercial exploitation of IP and also see the possibility to extend the benefits of IP for social upliftment.
- The IPR cell may also organize specific industry interactions for helping the inventors in showcasing their IPs and may contract the IP to Technology Management Agencies (Government! Private), which manage the commercialization of the IP.
- While showcasing their IP, the creator(s) and IPR cell shall answer the following questions before initializing market evaluation, licensing and technology transfer:
 - (a) Does the technology offer a cheaper and /or a better way of accomplishing something?
 - (b) Are there competing technologies available and if so how much better is the invention?
 - (c) Does the invention provide a technological answer to an existing problem?
 - (d) Does it have the potential for creating a new market?
 - (e) How much investment, in both time and money, will be required to bring the invention to the market place?

- (f) Will the inventors continue to work on the invention?
- (g) What will be the potential pay-off for a company that makes an investment in the development of the invention?
- The MLSU may contract the IP to Technology Management Agencies (Government/NGO/Private), regarding the social and/or commercial exploitation of the IP.
- Licenses may be awarded on an exclusive or non-exclusive basis and may provide for payment of license fees, milestones, royalties or other income to the owner(s) of the intellectual property. In case of IP arising out of sponsored research, following guidelines will be followed for licensing:
 - a) When the creator(s) generates an IP at MLSU, the sponsor will get an option to license the resulting IP on terms to be negotiated on a case- by-case basis. The sponsor has to either accept or refuse its 'first refusal option' within 90 days of the date of the offer of the option by the University to the sponsor. If the University find that the sponsor has not taken steps to commercialize the property within one year of acceptance of the option, the University will be free to revoke the license. Confidentiality agreements will continue to apply in that event.
 - (b) If the sponsor refuses to exercise his or her first-refusal licensing option, the University will proceed to commercialize the IP in such manner as it deems fit.
 - (c) The University may, at its own discretion, contract with sponsors to allow the specific rights, whether exclusive or non-exclusive, in the IP whose creation they sponsor, if in the University's opinion the granting of such rights will facilitate the commercialization of the IP.
- If the MLSU is not able to commercialize the IP in a reasonable time frame, then it may reassign the rights of the IP to the creator(s) of the IP. Alternatively, if the MLSU has not been able to commercialize the creative work in a reasonable time frame, the creator(s) may approach the Director, IPR Cell for the assignment of rights of the invention(s) to them.

- 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 Director, IPR Cell. Any conflict with regard to revenue sharing among the creators will be resolved by the MLSU and the same will be binding on all the creators of the IP.

9. Revenue sharing

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

- (a) When the individual researcher or a team of researchers is the Creator and has used substantial MLSU resources, the Revenue shall be shared amongst the creator(s), the MLSU and Support Staff (as recommended by the principal creator) as 50%, 40% and 10% respectively.
- (b) 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. Thus, for example, an outside funding agency may stipulate (while awarding a research project) that all income generated from the IPRs (emanating out of the research project) shall be shared on a 1:1 basis, between the outside funding agency and MLSU.

In such cases, the MLSU share shall be shared between the team of researchers, the MLSU and support staff (as recommended by the principal researcher) as 50%, 40% and 10% 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. The MLSU will

distribute the income it so derives to itself, researcher/team of researchers and support staff 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 MLSU.
- (e) 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 MLSU at the time of disbursement.
- (f) 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.

10. Consulting Agreements

Since consultancy comes to academic staff through MLSU channels and is administered centrally, any intellectual property arising from consultancy should be assigned to the MLSU in the interests of transparency and fair negotiation with consulting firms. The MLSU will offer a first refusal option on the licensing of such intellectual property rights to the consulting firm, as with sponsored research as laid out in earlier section. However, in recognition of the fact that a percentage of the consultant's fee is paid to the MLSU, the royalty arising from commercialization of intellectual property generated through consultancy will be distributed following the procedure as mentioned in preceding paras in these Guidelines. The creators who are engaged in consulting work or business should not be in conflict with MLSU policy or with the MLSU's prior contractual commitments. Such creators should make their MLSU obligations known to outside parties before they make such agreements and should provide such parties with copies of all applicable MLSU policies.

11. Dispute Resolution

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

Any disputed issue that cannot be resolved with the assistance of the IPR&TTC shall be referred to a tribunal of Arbitration at the instance of the

MLSU or at the request of the inventor or 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 shall consist of one member appointed by the Vice Chancellor, one member nominated by the other party(s) and the Legal Advisor of the MLSU. The process of resolving the dispute shall be completed expeditiously and except in unusual circumstances within two months.

The tribunal of Arbitration shall have power to regulate its own procedure in consonance with principles of natural justice.

12. Research funding to MLSU

In addition to budgetary support from the Government of Rajasthan, MLSU receives research funding from other public and private sector agencies as well as externally aided projects. In all such cases, IPR will be shared on mutually agreed terms. In the collaborative projects where more than one partner is involved, multilateral agreement/memorandum of understanding (MOU) will be signed and implemented together with a joint intellectual property management plan (JIPMP).

13. Miscellaneous`

13.1 Handling of thesis, term papers and research submitted by students

It is a requirement in academia that the supervising teacher and the student must own the copyright of the thesis, which the student submits for the partial fulfillment of the requirements for an academic degree. However, the supervising teacher and the student will grant a non-exclusive, non-transferable royalty free license to the MLSU to use, in the course of non-commercial academic activity, the records and data generated in the course of the student's research.

Furthermore, it is possible that the research that the student carries out as part of the program of study may result in the generation of intellectual property other than the text of the thesis. Supervisors should advise the students during the course of their work that certain kinds of research may lead to the generation of intellectual property which will require protection of its commercial value through confidentiality, for which the student will have to forgo publication during the period of sealing of a patent. Care should be

taken at all stages to see that no conflict of interest arises between the student's academic activities and the generation of intellectual property.

This additional intellectual property will be assigned to the MLSU if:

- such property has been generated using MLSU-supported resources and is commercialize-able within the scope of this document. The MLSU will then have the rights in this intellectual property assigned to it while the copyright of the thesis in which this intellectual property is described or outlined will remain with the teacher and the student. The supervising teacher and the student will undertake to maintain confidentiality while the MLSU will restrict access to the thesis for a limited period.
- the student is employed to assist in execution of a sponsored project or program. The intellectual property rights in their contribution to that project will be governed by the terms of the contract between the student, the MLSU and the sponsoring body of the project.
- the intellectual property has been generated as a work-for-hire. In all such cases the student and/or his/her supervising teacher will retain the moral right to be identified as the creator of the intellectual property.

In the case of any intellectual property generated in the course of a student's program of study, it is the duty of the students and the supervising teacher to make sure that the publication/submission of such work does not violate any confidentiality agreement.

Where the thesis of a student contains details of commercialize-able intellectual property, the MLSU, the supervising teacher and the student must agree to keep the thesis, in part or whole, and all relevant documents, confidential until the process of securing statutory protection for the intellectual property is complete. It should be noted that the submission of the thesis for examination does not violate confidentiality because the thesis remains confidential until the examination process is over.

It is to be noted that retention of the hard copy by the MLSU library is essential for meeting the requirements for a degree, and the supervising teacher and the student must agree to allow the abstract of the thesis to be made available electronically, the supervising teacher and the student will have the option to refuse releasing of the full electronic text of the thesis on any network. On the MLSU's part, the library has a duty to ensure that the

use of the texts of thesis held by it is consonant with laws governing copyright and fair use, as well as sound academic practice.

13.2 Amendments

The MLSU reserves the right to amend these Ordinances at any time as required. The Executive Council upon recommendation by the Intellectual Property Cell may amend these Ordinances.

13.3 Waivers

MLSU 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 MLSU and the facts of the particular situation. Every waiver and reasons for it shall be reported to the Executive Council in its next meeting.

13.4 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 MLSU is to encourage the development of creative and effective educational tools and media in order to further the MLSU 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 MLSU. Because all possible circumstances cannot be envisioned by this Ordinance, each particular situation will have to be evaluated on its own facts to determine ownership interests.

13.5 Moral Rights

The MLSU 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.

**INTELLECTUAL PROPERTY RIGHTS POLICY
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR**

Annexure I

IPR Agreement Form

Intellectual Property Agreement with All Academic Staff of MLSU

1. Name (CAPITAL LETTERS)

2. I submit that by virtue of:

My employment at MLSU and / or

My participation in research at MLSU

Opportunities provided or to be provided by MLSU which result in significant use of MLSU funds and facilities, and/or

Opportunities to have a share in royalties and other inventor(s)/author(s) as per Intellectual Property Guidance.

I, hereby agree that:

I shall promptly disclose and assign to MLSU any right to all inventions, copyrightable materials, computer software, semiconductor mask patterns, tangible research property and trade marks (Intellectual Property) conceived, invented, authored or validated to practice by me, solely or jointly with others which:

- (i) are outcome of sponsored research or any other agreement to which I have direct or indirect participation or
- (ii) are outcome of substantial utilization of MLSU resources or
- (iii) is an outcome of “work-for-hire” as per IPR guidelines.

I shall cooperate with MLSU to obtain, protect or exploit the intellectual property through legal protection such as patent, copyright etc.

I shall make available all documentation of MLSU intellectual property.

I shall surrender to MLSU the documents related to intellectual property if I leave MLSU for any reason or at any other time asked for such documents.

The agreement will survive the termination of my employment or other association with MLSU

(Name, signature and designation of the (Creator) academic staff of MLSU)

(Name, signature and designation of the HOD /Centre)

(Name and signature of the Director, IPR Cell, MLSU)

(Name and signature of the Registrar, MLSU)

Annexure II

Disclosure Guidelines

When the creators believe that they have generated patent-able or commercialize-able intellectual property using MLSU-supported resources, they shall report it promptly in writing along with relevant documents, data and information, to the IPR Cell, MLSU, through the appropriate authority using the Invention Disclosure Form of the MLSU. 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 creator(s) of the property, and a statement of whether the creator believes he or she owns the right to the intellectual property disclosed, or not, with reasons. Where there are different creators of components that make up a system, the individual creators 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(s) shall assign the rights of the disclosed invention to the MLSU.

Statement by creators

The creators of intellectual property under the terms of this policy shall be required to determine and to state that to the best of their knowledge the intellectual property does not infringe on any existing copyright or other intellectual property or other legal rights of third parties.

If any part of the work is not the original work or creation of the creators, the creators must show that the necessary permission for use has been obtained from the owner, or state their reasons for believing that such permission is not necessary as the use constitutes fair use. They will further certify that the work contains no libelous material nor material that invades the privacy of others.

In case a third party alleges infringement of their rights by a creator and the IPR Cell, MLSU finds prima-fade that the creator may have made false claims, the MLSU will take immediate steps to dissociate itself from the said intellectual property.

All agreements with creators should indemnify the MLSU against all damages arising out of such litigation.

Disclosure Form

MLSU INVENTION/TECHNOLOGY DEVELOPMENT DISCLOSURE

1. Title of the project /Invention
2. Inventor(s) / collaborator(s) filling the patent
Name, Designation, Dept. Centre, Office Address, Office Phone, E-mail
3. Principal Investigator
4. Sponsor(s) / Source of funding of the project / consultancy - with or without prior contractual agreement
5. Is the work bound by any agreement / contract / MOU?
6. Is the patent (to be filed) for a process or product?

7. General area of the patent
8. Description of the invention (not more than 100 words) a. The problem for which solution was researched b. The invention namely the solution to the problem
9. Origin of the idea/invention: by whom and when?
10. Any help received from others in conception of the idea?
11. Date of start of the project
12. Give literature search details
 - a. Journals and other publications
 - b. Patent databases
13. Has the work been displayed anywhere, if yes, when?
14. First record of initial Idea / invention (Oral/written/conceptualisation)
15. Has the work been reported / published / presented oral or poster anywhere (if yes, give full description)?
16. Has any related patents been tiled by the inventor?
17. Information available in the published literature (prior art) about the problem tackled
18. Unique features about the work done with respect to prior art
 - a. Is the work a mere extension of common known knowledge?
 - b. Has the work filled a major gap in prior art? If yes, a brief description of this gap.
 - c. Any environmental issues?
 - d. What aspect of the invention needs protection?
19. Has the work been systematically and chronologically documented?
20. Commercial aspects of the invention/ technology developed
21. Any costing of the product / process / invention been done?
22. Any industries / companies interested in licensing the work
23. Is the work
 - a. Completed and results validated?
 - b. At a basic conceptualisation stage?

I agree to assign to MLSU my rights in the invention Inventor's Signature

_____ Dated _____ Inventor's Signature

_____ Dated _____ Inventor's Signature

Invention disclosed and evaluated by _____ *Signature

_____ Dated _____

Enclosure (signed) — Preliminary details of disclosure *P1, if PT is not an inventor.

(Name, signature and designation of the (innovator) academic staff of MLSU)

(Name and signature of the Director, IPR Cell, MLSU)

(Name and signature of the Registrar, MLSU)

Annexure III

Confidentiality Guidelines

All MLSU personnel and non-MLSU personnel associated with any activity of the MLSU shall treat all IP related information which has been disclosed to the IPR&TTC and/or whose rights are assigned to the MLSU, or whose rights rest with the MLSU personnel, as confidential. Such confidentiality shall be maintained till such date as is demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public. Having filled the Disclosure Form, the Creator shall maintain confidentiality i.e. refrain from disclosing the details, unless authorized otherwise in writing by the MLSU, until the MLSU has assessed the possibility of commercialization of the intellectual property.

Subject to the right of academic freedom the MLSU 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 MLSU 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: 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.

When a third party is interested in commercializing 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 commercialize the technology to the MLSU's satisfaction. The MLSU 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 the Bilateral Secrecy Agreement. should be followed.

Third parties must obtain express authorization writing from the MLSU to commercialize/exploit the intellectual property. Confidentiality agreements will continue in force even if the commercialization 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 commercialization process.

If running royalties are to accrue to the MLSU and the creator, 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. Access to areas where MLSU-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 creators or are bound by confidentiality agreements.

Creators and/ or MLSU personnel must take care not to disclose confidential details of MLSU-owned intellectual property in their publications, speeches, or other communications.

IPR TransfershipForm
CONFIDENTIALITY AGREEMENT

The agreement is entered on (--/--/----) (dd/mm/year)

- (a) MLSU and
 - (b) Organization
- to the following effect.

- Whereas MLSU has certain technical information related to the area of (herein after referred as Confidential Document) and
- Whereas (Organisation) is interested in examining the Confidential Document.
- Now, therefore, the parties MLSU and (Organisation) agree to the following:
 - (a) MLSU shall disclose to (Organisation) confidential document containing details generally adequate for (Organisation) to evaluate the document for the purpose of further negotiation on the possibility of entering a formal agreement and, if necessary, acquiring rights to use the confidential information irrespective of its status on patentability or other intellectual property rights.
 - (b) (Organisation) agrees to accept the disclosure of the Confidential Document and ensure secrecy and confidentiality of the above the same way as the organisation's own confidential documents are treated. The content of the document will be disclosed only to the relevant person with an obligation not to transfer the information to others.
 - (c) It is further implied that (Organisation) will not exploit the confidential document unless formal terms and agreement are agreed upon to acquire such rights.
 - (d) The obligations outlined above will not be applicable for those parts where
 - (i) the contents are known to be in public domain or available prior to the date of disclosure.
 - (ii) the contents are demonstrated to be in possession of (Organisation) or its subsidiaries from other sources prior to the disclosure.
 - (iii) The content appears in the public domain by publication or otherwise.
 - (e) The obligation of confidentiality on the part of (Organisation) will be in force for (mention period) unless the period is extended subsequently.
 - (f) It is also implied that the disclosure does not grant the right to exploit the content or to use the patent or other intellectual property right.

(Name, signature and designation of the (innovator) academic staff of MLSU)

(Name, signature and designation of the authorized person of the Organisation)

(Name and signature of the Director, IPR Cell, MLSU)

(Name and signature of the Registrar, MLSU)