

The CUSB Intellectual Property Rights Policy, 2020



CENTRAL UNIVERSITY OF SOUTH BIHAR
GAYA- 824236 (INDIA)

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Preamble:

An intellectual property rights policy is the cornerstone of innovation and creativity for academia. The University is conscious of its responsibility to produce and disseminate knowledge. It encourages creativity, innovations, and seeks to facilitate the transfer of such technology for the benefit of public, the University and creator. The University is putting its best efforts to serve the public through knowledge dissemination and at the same time it also provides services to its employees and students to protect their intellectual property rights. The University adopts its Intellectual Property Rights (IPRs) Policy to provide a framework to foster innovation and creativity in the areas of technology, sciences and humanity by nurturing new ideas and research in an ethical environment.

Whereas to create a strong and viable science, research and innovation system for high technology and to protect the interest of the creator and the University a strong IPR Policy of the University is imperative;

Whereas to protect intellectual property rights generated by students, researchers, faculty and officials of the university by translating their creative and innovative work into intellectual property rights;

Whereas to promote more collaboration between academia and industry through better clarity on IP ownership and IP licensing;

Whereas to lay down fair, efficient and transparent administrative process for ownership control and assignment of IP rights and sharing of revenue generated by IP; and

Whereas to create a mechanism for knowledge generation and its commercial exploitation; and
Whereas to establish a permanent Intellectual Property Rights (IPR) Cell in the University.

1. Short Title, Application and Commencement: (a) This policy shall be called *the CUSB Intellectual Property Rights Policy, 2020*.

(b) It applies to all faculty, staff, doctoral and post-doctoral scholars, students, and non-employees including visiting faculty, affiliate and adjunct faculty, industrial personnel, researcher *etc.* who participate in research projects in the University requiring University assistance or utilization of University resources.

(c) The policy shall come into force on the date of notification after approval of competent authority of Central University of South Bihar.

2. Interpretation Clause: In this Policy, unless the context otherwise requires:

(a) “Collaborative activities” means research undertaken by the personnel of the university in cooperation with industry or other researcher who are not the personnel of the university.

(b) “Creation” means scientific investigations and research including inventions in the domain of intellectual property.

(c) “Creator/Inventor” means researcher including faculty, officials and other persons employed by the University whether full or part-time; visiting faculty; and any other

persons, including, doctoral and post-doctoral scholars, students who contributed to the creation of intellectual property.

- (d) “Disclosure” means a written description of an invention that is confidentially made by the inventor to the University, in order to render its apparent how to put the invention into practice to a person skilled in the art;
- (e) “Educational materials” means the content and associated tools and technologies for delivery of content, including materials developed for traditional “face to face” classroom courses, as well as other delivery methods such as internet web-base delivery or other distance learning media. For the purposes of this policy, educational materials do not normally include works such as textbooks, articles, papers, scholarly monographs, or artistic works produced in the normal course of academic.
- (f) “Expenses” means the costs associated with the creation, development, protection, and maintenance of intellectual property or the costs of its assignment or licensing. Such costs do not include the regular payment of salaries or other overhead costs of the University.
- (g) “External partner” includes Government of India, State Government, Local Self-Government, Foreign Government, International Organization, Public Sector Undertakings, Private Sector Organizations, Non-Governmental Organizations that provide projects or consultancy assignments to researchers, whether regular or irregular.
- (h) “IPR Cell” means Intellectual Property Rights Cell established under the present policy.
- (i) “Intellectual property” means creation of human minds including copyright, patents, trademarks, designs and other forms as recognized under various International and Indian legal instruments as intellectual property;
- (j) “Intellectual property rights” means ownership and associated rights relating to intellectual property, either registered or unregistered with all its extension having equivalent effect anywhere in the world.
- (k) “Policy” means Intellectual Property Rights Policy of the University as approved by the Competent authority;
- (l) “Research” means any research which is undertaken by the researcher in the normal course of engagement with university, by substantial use of university resources and research undertaken by a researcher in collaboration with external partner;
- (m) “Resources” means all tangible/intangible resources provided by University to creators for research and teaching activities, travel, and other funding or reimbursement. However, it does not include payment of regular salary, insurance, or retirement plan contributions paid for the benefit of creators.
- (n) “Royalty” means the payment made to an creator/inventor or the university for legal use of any intellectual property when licensed;
- (o) “Substantial use of University resources” means the regular utilization of University facilities, equipment, personnel or other resources owned by the University; and
- (p) “University” shall refer to the Central University of South Bihar established under the Central Universities Act, 2009.

3. Objectives: The objectives of Intellectual Property Rights Policy are as follow:

- (a) To enable creators in understanding, identifying and using intellectual property for the advantage of society, university and creators themselves;
- (b) To make awareness among students and employees for creation of intellectual property and its protection. The Policy would also provide a mechanism for intellectual property counseling and advisory services;
- (c) To provide an organizational structure and procedure through which creations are made in the course of University research may be made readily available to the public;
- (d) To encourage, assist and provide mutually beneficial rewards to the University and employees of the University and others who transfers University intellectual property to the public through commercial channels under this Policy;
- (e) To set up standards for determining the rights and responsibilities of the University, creators of intellectual property and their sponsors with respect to works created in the University;
- (f) To ensure compliance with applicable laws and regulations and enable the University to secure sponsored research funding at all levels of research; and
- (g) To enhance the reputation of the University as an excellent academic research institution by pursuing the highest ideals of scholarship and teaching, and by conferring the benefits of that scholarship and teaching to the society.

4. Creation of Intellectual Property: In the University, intellectual property may be created in following ways:

(a) University undertaking an assignment either from an external agency or by its own decision to facilitate creation of copyrightable or patentable materials and assign a team of its researchers to accomplish it;

(b) Individual researchers or a team of researchers may develop copyrightable or patentable materials during course of their research work or as a specific project; and

(c) An external funding agency including foundation, trust, industry, commercial undertaking or a company may enter into a specific agreement with the University, individual research or a team of researchers to develop some specific copyrightable or patentable materials.

5. Ownership over Intellectual Property: (1) Subject to the other rules of the Policy, all inventions invented by researchers in furtherance of their responsibility in the university and invented by utilizing resources of the university shall be owned by the University and if it is invented by researchers without utilizing resources of the university and beyond responsibility in the university then invention shall vest with researcher.

(2) The ownership rights in scholarly and academic works generated utilizing resources of the university, including books, articles, student projects/dissertations/ theses, lecture notes, audio or visual aids for giving lectures shall ordinarily be vested with the creator. The ownership rights in lecture videos or Massive Open Online Courses (MOOCs), films, plays, and musical

works, institutional materials including, but not limited to, course syllabi, curricula, exam questions, exam instructions, and papers/reports specifically commissioned by the academic institution, shall ordinarily be vested with the university.

(3) With regard to research conducted in collaboration with external partners, ownership of IP shall be determined as per the terms and conditions in the agreement signed between the concerned parties. However, unless agreed upon explicitly, the university shall normally retain perpetual, royalty free license to use the IP for research and educational purposes. In the absence of a specific agreement between the university, and the external partner, who is providing support for research, the IP rights shall be shared amongst the concerned parties, according to Licensing and Revenue Sharing agreement.

(4) All the works eligible for IP protection and created in the course of employment in the university shall be managed by the Intellectual Property Rights Cell. However, if the University cannot decide or unable to proceed in a timely manner to protect and/or license University owned intellectual property, it shall permit creator/inventor to take proper recourse to the extent it is required.

6. Responsibilities of the University: (1) The University may assign and license commercial use of intellectual property under its ownership to the specified agency created for this purpose by CSIR under such terms as university may consider reasonable or university may manage such intellectual property through IPR Cell;

Provided that if the specialist CSIR agency or Cell, as the case may be, fails to serve patent/copyright within one year of Patentable/Copyrightable material being made available by the inventor/creator or fails to assign/license patented/copyrighted material to economic use, during further period of one year, the inventor/creator shall have right to manage patentable/copyrightable or patented/copyrighted material and take further action to manage it himself;

(2) It shall provide support as it deems necessary or desirable to obtain legal protection of intellectual property in which University has stake/share. Facilitate the transfer of such intellectual property for economic use and develop mechanisms within the statutes for the assignment and management of Intellectual Property;

(3) It shall provide legal support as it deems necessary and desirable to defend and protect the interests of the University and the creators of the intellectual property against third party claims or unauthorized use; share royalties, equity or other income derived from intellectual property in which University has share;

(4) It shall Report to research funding agency as and when required by research and licensing agreements, and applicable laws and regulations in a timely manner;

(5) The University acknowledges the importance of transferring its intellectual property in an appropriate, timely and cost-effective manner. To that end, the University shall establish efficient mechanisms for assignment of intellectual property, so as to maximize the value of the intellectual property for the creator/funding agency if any and/or the University.

7. Responsibilities of Creator/Inventor: (1) Every creator/inventor of intellectual property shall disclose comprehensibly his/her intellectual creations including inventions and any other works; eligible to be protected as intellectual property and in which University has share as described in the Policy;

(2) Every creator shall provide required assistance to protect and effective transfer of intellectual property;

(3) Every creator shall maintain all records and documents that are necessary to protect intellectual property;

(4) Every creator shall abide by all commitments made in license and other terms and conditions of the IPR Policy;

(5) Every creator shall have responsibility to properly consider, disclose and manage any possible conflicts of interest arising from agreements to commercialize intellectual property; and

(6) Every creator shall manage, including patent/copyright, assignment of intellectual property protection eligible work for economic use or licensing on terms jointly finalized by the IPR Cell, inventor/creator and funding agency if any for the research project which lead to such an invention/creation, and in a situation when inventor/creator has withdrawn the right of management of intellectual property from the specialist agency of CSIR/Cell due to their non-performance;

Provided that royalty from any such assignment/licensing for economic use shall be received by the University in totality and be shared among creator's and funding agency by the University as per this policy.

8. Constitution of Intellectual Property Rights Cell: (1) The University shall establish an Intellectual Property Rights Cell (hereinafter called "IPR Cell") to ensure creative, innovative and IP friendly ecosystem and effective management of intellectual property in the University.

(2) The IPR Cell shall consist of the following members:

(a) Coordinator: The Vice-Chancellor shall nominate a senior faculty member as Coordinator of the IPR Cell, who shall have basic knowledge of intellectual property rights and related laws. He/she shall be responsible for effective functioning of the IPR Cell and shall also be responsible for to reach out industries for collaboration with the University.

(b) Assistant Coordinator: The Vice-Chancellor shall nominate one or two junior faculty member(s) as Assistant Coordinator of the IPR Cell, who shall have basic understanding of intellectual property rights. Assistant Coordinator shall be responsible for day-to-day functioning of IPR Cell and will coordinate with different stakeholder(s).

(c) Student Coordinator(s): one or two students of post-graduation courses, who is having interest in the field of intellectual property rights may be appointed as student coordinator. They will work under the supervision of Coordinator/Assistant Coordinator towards achieving the goals of the IPR Cell.

(3) The IPR Cell shall convene its meeting from time to time and its term shall be three years from date of notification.

(4) The Cell shall lay down its own procedure of conduct of its business.

9. Financial Support and Secretarial Staff:

The University shall provide adequate financial support and secretarial staff for the smooth functioning of the IPR Cell of the University.

10. Functions/Responsibilities of the IPR Cell:

The functions of the IPR Cell shall include *inter alia* followings-

- (a) IPRs Awareness Programmes/Training Workshops: the IPR Cell will be responsible for conducting IPRs Awareness Programmes for students, researchers, faculty and officials *etc*;
- (b) IPR Cell shall provide an environment for academic and R&D excellence and conduct programmes on IPR for UG and PG students and organize IPR counseling programmes for research scholars;
- (c) IPR Cell shall expose students, researchers, faculty and officials to prevalent IP law practices and provide them with an opportunity to learn and use legal skills;
- (d) The IPR Cell shall be responsible for setting up of an innovative ecosystem with hand holding support and assistance from relevant authorities;
- (e) The IPR Cell will facilitate the recording, monitoring and maintenance of the IP portfolio of the university and may get help of a Counsel/IP Firm for the same;
- (f) The IPR Cell will ensure that a culture is built that enhances recognition and respect for IP amongst students, researchers, faculty and officials;
- (g) The IPR Cell will set out the academic institution procedure on the identification, ownership, protection and commercialization of IP;
- (h) The IPR Cell shall protect, assign, manage, utilize, and license intellectual properties in which university has share, to the expert agency created by the CSIR for this purpose or to publish or advertise the intellectual property if it seems necessary;
- (i) The IPR Cell shall endeavor to negotiate and manage agreements to the best advantage of the creator and the University as are consistent with the Policy;
- (j) The IPR Cell shall provide legal support as deemed necessary or desirable for the protection of University's intellectual property rights;
- (k) The IPR Cell shall prepare legal instruments necessary to realize the technology transfer, and provide legal and administrative supports, if required for such realization; and
- (l) The IPR Cell shall take initiative to resolve conflicts of interest, including negotiating agreements which are consistent with the various laws. The Cell may ensure, in case of disputes, efforts are made to address the concerns by developing and instituting as well as adopting an alternative dispute mechanism at the University level.

11. Assignments, Disclosure and Confidentiality:

(1) The creator shall made a confidential disclosure to the Cell in writing as soon as possible; if the University has an ownership interest and if the creation is patentable, copyrightable or has potential for commercialization and licensing. The creator may consult the Cell with respect to his duties to disclose inventions and the manner with which such disclosures should be made to the Cell.

(2) 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 creator should also be responsible to update the Cell in a timely manner of any developments involving publications, sale or use of which he becomes aware after the confidential disclosure.

12. Commercialization of Intellectual Property and Benefit Sharing: (1) The University should try to use the mechanism of licensing of IPRs, so that ownership rights on the IP may be retained without hindering the prospects of commercialization.

(2) Given the abundance of creativity and innovation taking place in the University and diversity of the creation or innovation so generated, the university may combine elements of exclusive licensing, Non-exclusive licensing and Sub-licensing or other forms of licensing known in the domain of intellectual property.

(3) To promote and encourage entrepreneurial activities by its researchers, the University, may reassign, under an agreement, its ownership of an intellectual property to the inventor(s) or creator(s) of the property, who opt to market, protect and license it on their own with minimal involvement of the university and as per agreement between university and inventor/creator.

(4) The university is free to enter into revenue sharing agreement with the researcher, in cases of commercialization of intellectual property as per the advice of the IPR Cell. The details of revenue sharing may be decided, based on the type of IP and the nature of commercialization. The university may adopt following model for royalty sharing amongst creator(s)/inventor(s) and University:

a) 60:40 ratio of revenue sharing: 60% of the royalty/technology transfer amount with the researcher and 40% with University.

b) Deciding the division of royalty/technology transfer amount on fixed slabs:

Case	Net Earnings	Share of Inventors	Share of University	Serving Account
1.	For the First Amount Q	65%	25%	10%
2.	For the Next Amount Q	45%	45%	10%
3.	For Amounts more than 2Q	25%	65%	10%

* 'Q' is fixed at Rs. 50 lakhs

**Service Account – Money may be used for the promotion and upgradation of the invention. Unused funds from the service account will be used for promotion of commercialization, IP protection and any other related activities.

(5) In case the IP filing costs were not borne by the university, the researcher may be allowed to first deduct the costs incurred for filing of applications and maintenance of such IP, from any income accruing from the commercial exploitation of the IP.

(6) The researcher's share may continue to be paid, irrespective of whether or not the individual continues as a researcher at the academic institution and if more than one researcher is involved in the creation of IP, all the researchers who qualify for benefit sharing in that IP may sign at the time of filing the application, an agreement outlining the proposed distribution of any IP-related earnings based on their contribution. The agreement should specify the proportional percentage of distribution of earnings from IP to each of the researchers. The researcher(s) may, at any time, by mutual consent, revise the distribution of IP earnings agreement, and the University may approve the revised agreement, subject to the advice of the IPR Cell.

13. Benefit Sharing of Research Outputs Generated in Collaboration with External Partners: (1) The revenue sharing on any IP generated from a partnership between the university and external partners may be based on the agreement signed between the university and the external partner at the beginning of such collaborations.

(2) In circumstances wherein, the assignee or the licensee has not taken adequate steps for the commercialization of the university owned intellectual property, the university may consider revocation of the license and assigning it to another party.

14. Sharing of Costs with regard to IP protection: (1) With regard to the costs involved in IP protection, the following is suggested:

(a) The expenses involved in obtaining and maintaining IP protection may be shared between the parties, depending on who owns the IP. If the academic institution is the sole owner of IP, the costs of IP protection shall be borne by the academic institution.

(b) In case the academic institution refuses to incur expenditure in protecting IP, inventor may be allowed to file IP applications in the name of the academic institution at their own costs. Under such circumstances, IP filing costs may be recouped as per the provisions relating to benefit sharing as described under the licensing agreements and revenue agreement.

(2) If the IP ownership is shared with external partners, the costs for IP protection may be shared by both the parties, based on the terms and conditions provided in the agreement. It is preferable that any costs involved in the transfer of rights/ownership of the university owned IP may be borne exclusively by the licensee, assignee or person acquiring such rights.

15. Waiver of IP rights by the University: Subject to any associated agreements, the University may waive its rights, if the academic institution decides not to pursue the protection of IP within a reasonable period of time, from sufficient disclosure by the researcher(s) to the University. The University shall take all efforts to convey the decision to the researcher, whether to pursue or not pursue the protection of IP, within a reasonable period of time, after sufficient disclosure by the researcher, to the university.

16. Dispute Resolution: (1) the university may appoint a committee of experts to address the concerns of the aggrieved person(s) and all disputes thereunder shall be dealt with by this committee. The decision taken by this committee should be within a prescribed time period from submission of said concern. Over and beyond the above, with respect to any legal dispute arising under these guidelines, the relevant provisions of law shall be applicable.

(2) In case of any disputes between the university and the inventor(s) / creator(s)/ any other aggrieved person(s), regarding the implementation of these guidelines, scope, operation or effect of any contract/ agreement entered into, or the validity or breach thereof, the inventor(s) / creator(s)/ any other aggrieved person(s) may appeal to the committee appointed by University.

(3) If the inventor(s) / creator(s)/ any other aggrieved person(s) is not satisfied with the decision of the committee, mechanisms under Alternate Dispute Resolution (ADR), or appeal to the High Court of Judicature at Patna.

17. Ownership over Educational Materials: Educational materials represent a broad spectrum of copyrighted 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 University desires to encourage the development of creative and effective educational tools in order to fulfill University's educational goals. Educational materials produced in the normal course will generally be owned by the creator of the educational material. In certain circumstances may however, give rise to claim of joint ownership by the University, if and when university resources are being used to produce such material in the course of employment. Each such circumstances will be evaluated on its own facts to determine ownership interests.

18. Confidentiality, Data Protection and Privacy: All users of information, documents and/or data within the university must ensure that the same is always held securely and all activities pertaining to such information, documents and/or data will be kept confidential by the user(s) and will be used only for purpose of such activities. The university shall strive to protect the data and personal information against unauthorized access, loss, destruction or breach.

19. Miscellaneous: (a) The University reserves the right to amend the Policy at any time as required.

(b) The University may waive any obligation arising out of this policy subject to approval from Academic Council. All waivers must be in writing, supported by reasons and duly signed. 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 reasons for it shall be reported to the Executive Council in its next meeting.

(c) The University recognizes the moral rights of the creators of intellectual property and shall endeavor 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 manner 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.

(d) The logo and emblem of the university are the exclusive identity and property of the University and no person shall without prior permission of the University utilize the logo and/or emblem of the University for Commercial as well as any purpose.
