



MANAV RACHNA
UNIVERSITY
Declared as State Private University vide Haryana Act no 26 of 2014

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Intellectual Property Rights (IPR) Policy

Approved in 15th Board of Management Meeting Held on 30th Sept. 2020

Sector -43, Surajkund Badkhal Road, Aravali Hills, Faridabad- 121004

HARYANA



INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY

MANAV RACHNA UNIVERSITY

PREAMBLE

Manav Rachna University encourages, facilitates, promotes and safeguards scientific investigations and research. The IPR policy of the University provides guidelines for making inventions and discoveries available to the general public in the interest of the nation at large.

The policy of the University aims to lay down the process for promotion and support to innovators at Manav Rachna University for translating their creative works into Intellectual Property (IP).

This policy also aims to set forth guidelines for ownership of IPR developed at Manav Rachna University by the University faculty, those directly or indirectly associated with the University, either in-house or outsourced, seconded or sponsored unless specially covered by a policy to the contrary.

The IPR Cell of the University shall address specific cases by using this IPR policy document as guidelines.

1. OBJECTIVES:

The objectives of this policy document are as given below:

- a) To foster, stimulate and encourage creative activities in the widest sense in all the areas in which academic, consultancy and research programs are offered by the University.
- b) To protect the legitimate interest of faculty / scholars / students of the University and to avoid as far as possible conflict of opposing interests.
- c) To lay down a transparent administration system for the ownership and control of intellectual properties and sharing of the revenues generated and owned by the University.

2. DEFINITIONS:

The meaning of terms applied in this policy is as below: (unless the context otherwise requires further clarification)



- a) **Creator or Inventor** means any individual directly and/or indirectly associated with Manav Rachna University, Faridabad and includes those who are regular faculty and staff members who are on probation, or on contract and those who are employed on temporary basis either in the University and/ or in projects and those who are researchers or students who are responsible for the creation or invention of an intellectual property using the facilities of the University.
- b) **The University** refers to the Manav Rachna University, Faridabad.
- c) **Third party/External party** refers to any person or entity not associated with the Manav Rachna.
- d) **Intellectual Property** denotes the specific legal rights which inventors and other IP holders may hold and exercise. Intellectual property includes Patents, Trademarks, Copyrights and Industrial Designs each differ in its scope, purpose and effects. IPR aims to exclude third parties from exploiting protected subject matter for a certain specified duration of time without explicit authorization from the right holder.

IPR owners can use or disclose their creations without fear of loss of control over their usage during the course of dissemination of their Creation/Invention.

IP confers a bundle of exclusive rights in relation to the particular form or manner in which ideas/information are expressed/manifested in the following and related items.

- i) New and useful scientific and technical advancements in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties etc. which are patentable.
- ii) Industrial and architectural designs, models, drawings, creative, artistic and literary works, teaching resource materials, generated records of research including thesis and dissertations which are copyrightable.
- iii) Trademarks, service marks, logos etc.
- e) **Copyright** means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work.
- f) **Patent** means a patent granted under the provisions of the Indian Patents Act, 1970, and later as modified from time to time.



3. PATENTS

3.1 Ownership of IP:

Manav Rachna University, Faridabad shall be the owner, with the creators specially stated as inventors for all the intellectual property inventions, software designs and specimens created by the creators who include regular faculty members, research scholars, students and those who make use of the resources of the University.

- a) If the Creator leaves the University, all the rights in the IP shall automatically stand transferred to Manav Rachna University. The revenue sharing ratio shall continue to hold irrespective of the fact whether the creator continues to be the employee of the university or not.
- b) If any invention was created by University faculty, without using the University resources and created outside their assigned/normal duties/areas of research /teaching, but during the faculty's tenure with the University, then the IPR shall be owned by the creators. A certificate from the concerned faculty declaring that the product/ IPR is developed not using any institute facilities, outside office hours (for staff and faculty) or not as a part of curriculum by student shall be required and further verified by the IPR Panel constituted to resolve ownership disputes as provided in Clause.
- c) If an IP has emerged as a result of an Institutional/Industrial consultancy, sponsored to the University the concerned industries and the University shall own the IP. This however will not apply to those IP that are covered under specific MoU's where the action shall be carried out as per the provisions of the MoU's.
- d) If the IP is a result of funds sponsored by an outside agency, then the IP will be shared between the University and the sponsoring agency on case by case basis, as per MoU/Agreement/Undertaking between the University and the outside agency.



Any invention may be patented, copyrighted, trademarked depending upon the IP content. It may be distributed for research and teaching purposes by its creator after obtaining appropriate undertaking to the effect that it will not be used for commercial purpose nor will it be transferred to any other party without explicit permission of the University.

3.2 Internal evaluation of IP:

IPR Cell will coordinate the activities of evaluating, protecting, licensing and managing the IP generated by the University. Further it shall provide guidance to the University faculty, staff and students, and facilitate protection and deployment of intellectual property issues of ownership, confidentiality, suitable advice from experts, disclosure, patentability and transfer.

An invention will be patented only if it has commercial value and viability for production and marketing. A committee consisting of Dean Research, Head IPR Cell, and other expert member/s to the extent required shall decide the commercial value and related aspects on case by case basis. The committee shall also act to the best of its knowledge to avoid scientific misconduct in research and developmental activities of the University.

3.3 Publication Based on IP:

For patentable IP, it is essential that the patent protection is filed for before the publication or disclosure of it in any other form of public domain. The faculty members, research scholars and students can disseminate their creative work, subject to the provisions of Patent Act 1970, and after appropriate consultation with the IP cell.

Maintaining confidentiality is of utmost importance while securing IP rights of an invention. Not doing the same, may render your IP unprotected, and you may lose all your rights. For the inventions developed at the University and the inventors who wish to protect the invention, it is mandatory that the creator has to disclose the



creative work by using an Invention Disclosure Form (IDF). The inventors shall assign the rights of the disclosed invention to the University. All IP related information that is disclosed to the University is confidential. Confidentiality shall be maintained till the dates stipulated in the contract between the concerned parties. Once the IPR is ensured, the inventor/creator is encouraged to publish the work, but after consultation with the IP cell.

3.4 Patent filing process:

Provisional patent application that may arise out of projects/Research activities of the University may be directly applied for by the inventors after obtaining formal permission from the University through the IPR Cell. If the university owns the IP, then the patent expenses incurred by the creator for provisional patent protection will be reimbursed to the creator by the Manav Rachna University. The IPR Cell has designed a process for filing of provisional and non-provisional applications. The University will strictly adhere to that process for any filing where the University holds the IP.

Soon after completing the complete specification protection, the University through IPR Cell shall decide on the protection of invention in foreign countries.

3.5 Patent fee/Maintenance fee:

The University will pay the patent fees for the first seven years in all cases when patent is taken by the University. If it is a joint patent with sponsoring agency, then the patenting cost will be equally shared. If the other agency does not show interest in such process, 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.

After every seven years of the grant of the patent, a review committee will be set up to analyze the economic worth of the patent. The University may or may not decide to continue supporting the patent.

3.6 Transfer of IPR:



As per para 3.1 above, IPR is jointly owned by inventors and University. Therefore, there are two options for transfer of IPR:

- i. Inventors and University can together license the product / IPR to any commercial organization. License fees could be either / or a mix of
 - a) Upfront fees or one-time technology transfer fees
 - b) Royalty as a percentage of sale-price (between 1 to 4% of sale price, depending upon technology)
 - c) Shares in the company licensing the product (between 1% to 4% of the total share capital of the company depending upon type of technology transferred)

As University is not be allowed to hold the equity as per the current statute, so the equity in favour of University would be held by MRBI.

If there is a dispute in ownership, a minimum five membered committee consisting of two faculty members (having developed sufficient IPR and translated to commercialization), two of the University's alumni/ industry experts (having experience in technology commercialization) and one legal advisor with experience in IPR, will examine the issue after meeting the inventors and help them settle this, hopefully to everybody's satisfaction.

The University shall strive to identify potential licensee for the IPR to which it has ownership. Generally creators are expected to assist the transfer of IPR. The University may contract IPR to any of the technology management agency which manages the commercialization of IP. If exclusive rights of IP have not been assigned to the third party, creators may enter into a contract with any potential licenses on their initiative maintaining confidentiality and taking care through Non-Disclosure Agreement with the concurrence of the University.

The inventor/creator has the first right on the terms and conditions that are agreeable by the University.

3.7 Revenue sharing:

The revenue sharing arrangements are as below:

60 % (sixty percent) of the total revenue (lump sum payment, royalty or any other



form) accruing from the commercial exploitation of IPR owned by the University shall be credited to creators. 40% of the revenue shall be credited to the University.

Out of the University's share, 20% shall be transferred to the Department concerned and 20% shall be transferred to IPR Cell for carrying out IPR related activities. Out of 20% transferred to the Department, 10% would spent on research promotion, 5% would be allocated to employees- faculty and staff, who contributed to research and 5% would be utilized for upgrading departmental library.

4. PROCEDURE FOR TECHNOLOGY TRANSFER:

4.1 Commercialization of IPR/Technologies

Procedures for Technology Transfer/ Commercialization

A central database of the IPR enabled technologies will be maintained at the IPR Cell. The status of IPR protection/ maintenance in the data will be updated from time to time.

4.2 Transfer of IPR Enabled Technologies

Notwithstanding the fact that only a small proportion of protected IP generally meets with commercial success world-wide, the University will make efforts for technology commercialization with the primary objective of technology transfer to end-users. Depending upon factors such as the nature of technology, public need or marketing prospects, scale of technology etc. a decision will be taken by a competent authority whether the technology will be placed in the public domain through open access, or it will be transferred to end-users through commercialization.

The IPR Cell and the University shall develop a system of registering industry/ enterprises/ cooperatives for technology transfer/commercialization of the university's technologies.

- a) Registration of area/discipline/zone-wise potential licensees from industry/ enterprises/Cooperatives will be undertaken by inviting applications through advertisement.
- b) The registered entities will be informed of the IPR enabled technologies available from time to time for transfer through commercialization.
- c) A nominal registration fee will be charged and the registration renewed annually.



4.3 Disclosure/Advertisement of IPR Enabled Technologies

Concerned inventors/personnel/department will disclose the salient features of technology ready for commercialization. The technology disclosure for commercialization will be made in a confidential agreement. The concerned personnel shall supply the catalogue/ information to the registered agencies on the technology developed giving its details/ specifications and potential benefits. They will also advertise the IPR enabled technologies available for commercialization by suitable means. The IPR enabled technologies ready for transfer/commercialization will also be given publicity through universities' web portal for wider reach to interested clients.

4.4 Commercializing IPR Enabled Technologies

The IPR enabled technologies will be transferred for commercial purposes with suitable understanding/agreement or contracts with the concerned parties. Specific terms of licensing can be negotiable.

Commercialization will be undertaken by the IPR cell with the help of legal entities that have the requisite expertise and experience or the concerned technology.

Cost and Pricing of Technology

Broadly, the worth of an IPR enabled technology will be derived from the likely benefits that may accrue to its end-users. The worth can be best determined on the judgment of technical experts, producers of technology and business managers, on case-to-case basis. There is no standard method or formula for assessing the worth of a technology.

The University will determine the licence fee and royalty and/or sale price of its IPR enabled technologies either on a fixed basis, through negotiations with the licensee, or through an open bidding process as appropriate. Expert opinion and judgment view point together with the following points will be considered in determining the price/licence fee.

1. Cost of IPR protection and maintenance.
2. Cost of production and handling.
3. Other institutional costs as appropriate.



The University may determine the licence fee and/or sale price of the technology at the institute level if it has the necessary in-house expertise and experience, it may seek assistance of external legal counsel in the matter to undertake commercialization.

As no standard formulae are available or can be provided for all technologies and situations, the IPR Cell/University at the institute level will determine the licence fee and/or royalty taking into account the considerations of "what the market can bear", cost factors and public interest issues, if any. The decision of the University or whoever chose to represent the University based on holistic assessment and judgement will be final.

The life of an IPR enabled technology in the market will vary and so will its popularity and sales. The recurring royalties will be mainly based on these factors. Therefore, the modes of payment (licence fee and/or royalty) will be on mutually agreed terms with the licensee, and flexible/determined on a case-to-case basis rather than rigid. The terms of commercialization may also be revised over time.

4.5 Licensing of IPR

Licensing of IPR enabled ICAR technologies will encompass out-licensing. The framework for licensing will be developed/refined/evolved by the IPR cell of the University along with the guidance of legal expertise.

Licences will be case-specific non-exclusive or exclusive licences. Appropriate joint commercialization agreements would also be entered into.

When a technology is licensed through an open tendering/bidding process it will normally be given to one licensee. But depending upon the licensee's manufacturing capacity and size of business, other interested parties from outside the territory of his business/interest may also be considered if the technology has to be rapidly and widely disseminated.

Alternately, a sub-licencing clause will be incorporated, which may require the licensee to share a part of the licence fee and/or royalty from any sub-licences that he may enter into with that technology.

Exclusive licence will also be issued when (i) an IPR enabled ICAR technology is to be commercialized in countries abroad, and (ii) the technology is to be disseminated in difficult areas offering low incentives. As exclusive licences are preferential,



commensurate licence fee and/or royalty will be negotiated and settled on mutually agreed terms with the licensee.

The duration for which ICAR will issue licences will also be negotiated with the licensee and settled on mutually agreed terms.

Joint commercialization of IPR enabled technologies will be undertaken on mutually agreed terms with another commercial enterprise when a close scientific supervision of scaling up or product development is required or in any other appropriate situation.

Implementation of Licences

Transfer of IPR enabled technology and payments by the licensees will be in accordance with the terms and conditions, including the time limits recorded in the licensing contracts/ agreements. If required, the concerned scientists/innovators will demonstrate the technology on lab scale to the licensee under a confidentiality agreement.

5. Other IPs generated from research conducted by utilising resources of the Academic Institution

5.1 Copyrights

Ownership of the copyright:

Manav Rachna University shall be the owner of all copyright works including software and all connected teaching materials designed and developed by employees of the University.

Further, Manav Rachna University shall also be the owner of copyrights of works produced, including software and all teaching materials developed by persons not directly associated with Manav Rachna University, provided the University has made its contribution in the form of any of the resources.

A copy of M.Tech. /M Phil /PhD thesis works submitted to the University may be forwarded to IPR Cell, and the cell shall attempt to explore the patentable rights if any in such theses by constituting suitable committees consisting of experts.

The ownership of copyright by Manav Rachna University will in no way deprive the claims of the creator/author to publish his/her contribution in a scholarly and



intellectual way and they have authority to improve, publish and propagate their works.

Manav Rachna University or its scientists/staff will hold the copyright as per the following illustrations:

- a) Manav Rachna University will own copyright over its regular publications and registered copyright works.
- b) In cases of commissioned work, in the absence of any agreement to the contrary, the University and/or the sponsoring agency/organization will jointly own the copyright.
- c) Manav Rachna University scientists/innovators/other staff can claim their individual copyright, whether registered or not, over their creations/work published by them as per rules.

5.2 Trade Marks

- a) The ownership rights in all trademarks involving the academic institution shall ordinarily be vested with the academic institution. The academic institution may formulate necessary guidelines regarding the usage of the name of the academic institution through their trade mark.
- b) If the academic institution determines that the creator of the trade mark was created by an individual(s) on his/ her own time and unrelated to his/ her responsibilities [e.g. name of a company/ start-up venture by the student(s)], then the right to the same shall ordinarily be vested with the said individual(s).

5.3 Industrial Designs

- a) All industrial designs whether made by student/ researcher/ faculty (in furtherance of their responsibilities with the academic institution) developed by utilising the resources of the academic institution, or with the mix of funds, resources and/or facilities of the academic institution, shall ordinarily be vested with the academic institution.



- b) If the academic institution determines that the industrial design was created by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the academic institution and was conceived or reduced to practice without the use of resources of the academic institution, then the industrial design shall vest with the individual(s).

5.4 Semiconductor Integrated Circuits and Plant Variety

- a) The ownership rights over integrated circuits and plant varieties, with the utilization of resources of the academic institution, shall vest with the academic institution.
- b) If the academic institution determines that the semiconductor integrated circuit layout design or plant variety was created by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the academic institution and was conceived or reduced to practice without the use of resources of the academic institution, then the semiconductor integrated circuit layout design or plant variety shall vest with the individual(s).

6. Encouraging Entrepreneurship and Start-ups

To promote and encourage entrepreneurial activities by its staff, the academic institution, 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 academic institution. The fees to be paid to the academic institution by the assignee consist of all patenting and licensing expenses and appropriate amount of royalties, equity or other value received by the inventor(s) or creator(s).

The academic institution would endeavour to exploit the IP either by itself or by commissioning an agency to bring to fruition the IP produced by its personnel. The inventor(s)/creator(s) may seek the academic institution, to assign the rights to them after a certain holding period.

To promote a start-up/ venture set up by a researcher, it may be exempted from any upfront fee and/or royalty accrued to the academic institution for a certain period.

7. Intellectual Property Rights for Incubated Startups



- a) Manav Rachna University will assist the filing of any Intellectual Property Right (IPR) generated out of a startup during its incubation tenure in the institution.
- b) The incubatee shall bring to the notice of the Manav Rachna University IPR Cell the details of Intellectual Property generated and would request for processing of IPR applications.
- c) The startup will be the prime assignee of the IPR and will be able to use startup benefits provided by Department of Industrial Policy and Promotion (DIPP) under the startup India scheme.
- d) Manav Rachna University reserves the right to release information regarding the Incubatee /the Incubation / the product or service/ details of IPR to the media (in print media, online promotions, and or, obtaining certifications/ accreditations by various Government or private bodies) to promote Business Incubation/MR NewGen IEDC for non-commercial purposes.
- e) At the time of filing IPR application, the incubatee is required to provide a non dilutable equity (as described in Annexure A) as under:

Category	Percentage of promoter's equity to MRU-IIC
In case of faculty/ staff / RA Entrepreneurship	5-9.5%
In case of Manav Rachna student entrepreneurship	2-9.5%
In case of virtual incubation	0-5%

The percentage of equity to be shared with Manav Rachna should be based on brand usage, faculty contribution, support provided, space provided, infrastructure, mentorship support, seed funds, support for accounts, legal, patents support etc. In addition, the company has to provide:

- 1% of the promoter's equity to each mentor.
- 0.5 - 2% of royalty as a percentage of total sales in certain cases.



For startups promoted by staff and faculty, Manav Rachna's share would be 10-20% of shares that staff / faculty takes while drawing full salary from the institution. This share will be within the 9.5% cap of company shares, listed above.

- Faculty / staff can take share any any start up without any restriction, as long as they do not spend more than 20% of office time on the startup in advisory or consultative role and do not compromise with their existing academic and administrative work / duties. In case the faculty/ staff holds the executive or managerial position for more than three months in a startup, then they will go on sabbatical/ leave without pay/ earned leave.

f) At the time of commercialization of the IPR, the incubatee company shall be required to offer equity stake to MRU-IIC at the value as determined as per "Method of value for Equity Disposal" (as described in Annexure A). Manav Rachna University shall have a right of first refusal (ROFR) to an extent of 40% of total equity of the company.

If the IPR has been filed in the name of institution before joining business incubation program, then this clause shall not be applicable. In other cases, the IPR rules shall be applicable for faculty members, staff and students as per policy norms.

8. Licensing Agreements and Revenue Sharing

8.1 The academic institution is free to enter into revenue sharing agreement(s) with the researcher(s), in cases of commercialisation of innovation(s), creation(s), etc., as per the advice of the IP cell. The details of revenue sharing may be decided, based on the type of IP and the nature of commercialisation. The academic institution may adopt various models for royalty sharing amongst creator(s)/ inventor(s) and institution/ organization; a suggestive arrangement is given below:

- 60:40 ratio of revenue sharing: 60% of the royalty/ technology transfer amount with the researcher and 40% with academic institution.
- Deciding the division of royalty/ technology transfer amount on fixed slabs:

Case	Net earnings	Inventor(s)	Institution's	Service
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			Share*	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. 100 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.

- 8.2 In case the IP filing costs were not borne by the academic institution, 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. This is particularly relevant, as provisional patent applications may have to be filed by the innovators before any disclosure of the innovation. Only the income beyond such costs needs to be shared with the academic institution.
- 8.3 The researcher's share may continue to be paid, irrespective of whether or not the individual continues as a researcher at the academic institution.
- 8.4 If more than one researcher is involved in the generation of IP, all the researchers who qualify for benefit sharing in that IP may sign at the time of filing the application (for example, at the time of filing of patent 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 academic institution, may approve the revised agreement, subject to the advice of the IP cell.
- 8.5 With regard to the IP-related revenues earned by the academic institution, 50% of the revenue may be used for creating the academic institution IP management fund. This fund may be utilized for any activity relating to



commercialisation and maintenance of IPR or obtaining IPR in any other country, or for capacity building in the area of IP protection. Further, 10% of the share may be paid to the academic institution as administrative charges, and 40% may be made available to the concerned department for the purchase of equipment or materials, including Annual Maintenance Contracts (AMC), or for any other academic/research activity, including promotion of science and innovation.

- 8.6 In the case where the copyright vests with the author(s) [as mentioned under "IP generated from research conducted by utilising resources of the Academic Institution>II. Copyright"], the academic institution shall have a non-exclusive, royalty free, irrevocable, and worldwide license to use the IP for research, non-commercial and educational purposes. Additionally, in cases where the academic institution is the owner of copyright in lecture videos and/or MOOCs, the author(s) shall have a non-exclusive, royalty free, irrevocable, and worldwide license to use the IP for research, non-commercial and educational purposes.

9. Sharing of Costs with regard to IP protection

With regard to the costs involved in IP protection, the following is suggested:

- 9.1 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.

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 sharing section.

- 9.2 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.
- 9.3 It is preferable that any costs involved in the transfer of rights/ ownership of the academic institution – owned IP may be borne exclusively by the



licensee, assignee or person acquiring such rights.

10. Use of Academic Institutions' IP Resources

The academic institution may allow the use of the following IP resources by third parties as per conditions given thereunder:

- i) Intellectual Property already in existence and owned by the academic institution;
- ii) Usage of the name, logo, or trademark of the academic institution in the creation and marketing of intellectual property.

Conditions:

1. They will be used only in public interest;
2. They will be used:
 - a) in a responsible manner to create a product/process conforming to environmental safety and good manufacturing practices promoted by the Government of India and its regulatory bodies;
 - b) in promoting truthful claims and information, i.e., not for misleading the society or users;
 - c) without any liability on the university in case of misuse of trademark(s) or accidental damage accruing due to use of trademark(s).

11. Disputes & Appeals

- a) MRU 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.
- b) The decision taken by this committee should be within a prescribed time period of 90 working days 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.
- c) In case of any disputes between the academic institution 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 this committee appointed by the academic institution.



Constitution & Guidelines for Intellectual Property Rights (IPR) Cell at MRU

Aim

MRU IP Cell envisions promoting academic freedom and safeguarding the interests of inventor in creation and commercialization of intellectual property with legal support, wherever necessary. It also envisions creating an environment for acquiring new knowledge through innovation, developing an attitude of prudent IP management practices and promoting an IPR culture compatible with the educational mission of MRU.

IP Cell will function with the prime focus of enabling students, researchers and professors to identify, generate and protect their intellectual property through filing procedures for rights like patents, copyrights, trademarks, designs, etc. IP Cell will also cater to commercialization of intellectual property, which will further foster the creation of a fruitful dynamic system between universities, investors and industries. Along with this, IP Cell will ensure seamless and ceaseless knowledge transfer amongst students and faculties, alike.

Vision

To establish an evolving framework where creativity and innovation are stimulated by Intellectual Property for the benefit of all; where intellectual property promotes advancement in science and technology, arts and culture, media and entertainment; where knowledge is the main driver of development, and knowledge owned is transformed into knowledge shared; where an ambience is created wherein new ideas, research and scholarship flourish and from which the leaders, creators and innovators of tomorrow emerge.

Objectives

- i. IP Cell will be responsible for conducting the following:
 - IPR Awareness Programs – Conducting IPR awareness programs for students, faculty, researchers, officials, etc.
 - Self-Training Workshops/ Advanced level awareness programs – Conduct advanced and training of trainers (TOTs) level IPR awareness programs for students, faculty, researchers, officials, etc.
- ii. IP Cell shall provide an environment for academic and R&D excellence and conduct dedicated programs on IPR for the undergraduate and postgraduate students as



- well as organise regular IPR counselling programme for research scholars.
- iii. IP Cell shall expose students, faculty, researchers, officials, etc. to the prevalent IP law practices and provide them with an opportunity to learn and use legal skills under the supervision of IP practitioners and experts.
 - iv. IP Cell shall provide a platform to diagnose innovation and research on contemporary issues of national and international relevance leading to creation of IPR.
 - v. IP Cell shall facilitate, encourage, promote and establish collaborative frameworks for industry – academic institution partnerships at national and international scale to initiate research and development of commercial value.
 - vi. Another important task of IP Cell would be to create a Royalty's Distribution Arrangement on case to case basis.
 - vii. IP Cell may tie up with the existing innovation and creativity ecosystem in the academic institution, if already existing (such as Research Ethics Committees, Incubation Centres, Entrepreneurship Clubs, etc.). If not already established, it shall be responsible for setting up a new innovation ecosystem with hand-holding support and assistance from relevant authorities.
 - viii. IP Cell will facilitate the recording, monitoring and maintenance of the IP portfolio of the academic institution may choose an outside counsel/ IP firm for managing its IP portfolio.
 - ix. IP Cell will enhance the reputation of the academic institution as an academic research institution and a member of society as well as the reputation of the Researchers through bringing the research results to public use and benefit. It will ensure that a culture is built that enhances recognition and respect for IP amongst students, faculty, researchers, officials, etc.
 - x. IP Cell will set out the academic institution procedures on the identification, ownership, protection and commercialization of IP.
 - xi. IP Cell on regular basis will encourage researchers to identify solutions for problems faced by the industries and tailor research projects around the same.
 - xii. In case of IP Filings:
Students pursuing Post-Graduate and above courses (M. Tech and Ph.D. students) shall be encouraged to undertake patent search before publishing any research paper and subsequently file for a provisional patent for novel inventions.
 - xiii. For filing any IP, IP Cell may avail necessary help from the nearest PIC/ IPFC or TISC present across the country. IP Cell may seek assistance from these entities for legal certainty in research activities and technology-based relationships with third parties.
 - xiv. IP Cell shall share half yearly reports, which shall provide updates regarding the work done and targets/ milestones achieved, with CIPAM-DPIIT and concerned Department(s) in the State Government.



- xv. IP 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 academic institution level.
- xvi. IP Cell shall be governed by appropriate laws of the State (where the academic institution is located) and India.

Apart from aforementioned mandates, the IP Cell in its individual capacity, is free to adopt and/or implement other strategies and steps as it deems fit.

Organization Structure

The following positions of responsibility are suggestive in nature. This structure may be followed to establish a creative, innovative and IP friendly ecosystem as well as devise monitoring mechanisms in academic institution.

Lead Coordinator: This position may be allotted to 1 senior faculty who shall be responsible for making sure that all the mandates are followed and the roles and responsibilities for effective functioning are judiciously followed. The Lead Coordinator shall also be responsible for using his or her network to reach out to industries for collaboration with the universities. **Compulsory:** Must have basic knowledge on IPRs.

Deputy/ Assistant Coordinator: This position may be offered to 2 junior faculties who shall be responsible for day-to-day operations of the IP Cell and will coordinate with the students. The responsibilities of Deputy Coordinator and Lead Coordinator will more or less be the same.

Student Coordinator(s): One or more students from each Department who have interest in the field of IPRs may be appointed as student coordinators. They will work under the guidance of Lead Coordinator/ Deputy Coordinator/ Assistant Coordinator towards achieving the goals of the IP Cell.

Campus Ambassador/ IP Ambassador: 3rd/ final year students of the academic institution with experience and zeal in the field of IPRs may be enrolled as Campus Ambassadors/ IP Ambassadors who will work with the Student, Deputy and Lead Coordinators in nurturing the ecosystem of innovation and creativity in the academic institution.

Verticals

- i) **Awareness/ Public Outreach** – This vertical will focus on conducting intra – academic institution – Workshops/ Seminars/ Conferences on IPR, in-house workshops, academic institution – Industry Linkages, Student Activity Forum.
- ii) **Education** – This vertical will focus on facilitating credit courses/ content material, research projects, advanced/ TOT programs.



- iii) Operations – This vertical will focus on creation of database for IP filings in the academic institution, technology transfer, IP management and related industrial interaction thereof.
- iv) Legal Assistance – This vertical will focus on general and day to day legal assistance required for industry-academia collaborations, confidentiality agreements, forms and fees regard IP filings, in-house intellectual property, publications, et al.
- v) Administration – This vertical will focus on all matters involving payments, expenditure, resource allocation and budgetary approvals related to the general functioning and administrative as well as statutory functions of the IP Cell.
- vi) Due Diligence – This vertical will focus on all matters pertaining to possibilities of plagiarism, counterfeiting, patent infringement and other related IP issues.



PRELIMINARY IDEA-DECLARATION FORM

IPR CELL, MRU

Name of Ideator(s):

Department (s):

1. Proposed title of the proposed invention:
2. Write a short note on what have you ideated?
3. How did you come up with the idea?
4. Why do you think it could be an invention?
5. Are you trying to solve an existing problem? Give details.
6. Mention relevant prior art references known to you.
7. Which databases did you refer to use?
8. Mention all key points; you think, which makes your idea; unique.
9. Stage of idea.
 - Initial
 - Working
 - Prototype
10. What type of support do you need (from the faculty members/cluster heads/MREI)?



**INVENTION DISCLOSURE FORM FOR THE ASSESSMENT OF PATENTABILITY OF
INVENTIONS
IPR CELL, MRU**

Name of Inventors:

Department (s):

1. Title of the project / invention:

2. Source of funding for the project: Industry funded / Govt. aided / consultancy -
with or without prior contractual agreement / any other:

3. Is the work bound by any agreement / contract / MOU?

4. Is the patent (to be filed) for a process or product?

5. General area of the investigation and subject matter of the patent:

6. Is the work

a. Completed and results validated?

b. At a basic conceptualization stage?

c. In progress?

7. Origin of the idea / invention: Who first thought of the idea; and when? Did the idea get generated in a discussion? If so, who were the participants in the discussion?

9. Any help received from others in conception of the idea?

10. Date of start of the project: (provide proof)

11. Other collaborators in the project



(If collaborations are outside Manav Rachna University, has an NDA been signed?
Provide copy)

a. Details of co-investigators/authors filing the patent:

b. Other applicants (collaborating partners)

12. Give background literature search details (Please give the references searched and the findings from the literature)

a. Journals and other publications searched

b. Any relevant information available with the researcher

c. Patent databases searched

13. Has the work been displayed anywhere? (If yes, mention date and details)

14. Has the work been reported / published / presented anywhere? (If yes, mention date and details)

15. Have any related patents been filed by the inventor earlier? (If yes, mention date and details)

16. Information available in the published literature (prior art) about the problem tackled

17. Unique features about the work done with respect to prior art (known knowledge)

a. Is the work a mere extension of common known knowledge? If so, please show the available knowledge and what is the extension proposed / implemented?

b. Has the work filled a major gap in prior art? If yes, please provide a brief description of the specific technical gap filled.



c. Has the work led to any major economic gains (or will the proposed work lead to any significant economic gains)

d. Are there any environmental issues?

18. Has the work been systematically and chronologically documented? If so please provide the documentation details or at least the reference to such documentation

20. Commercial aspects of the invention/ technology developed? (If yes, give details)

21. Has any costing of the product / process / invention been done?

22. Are any industries / companies interested in licensing or commercializing the work?

23. Country of filing patent and detail justification for the same focusing on target industrial sector, market etc.



TECHNICAL ASPECTS OF THE INVENTION

1. **PROPOSED TITLE OF THE INVENTION (Max 20 words)**

2. **AREA OF STUDY:**

3. **PROPOSED ABSTRACT: (Max 200 words)**

4. **BACKGROUND OF INVENTION** (specific mention to any old problem that is being solved)

a. The problem for which solution was / is being researched.

b. The proposed / investigated solution to the problem

5. **DETAILED DESCRIPTION** (include all data, experimental details, observations and results) *you are requested to be very specific with regard to the technical problem being researched and the proposed solutions*

The approaches taken / being taken by the researchers to solve the problem (answer with regard to point 4) specifically point out the part where you reduced the invention to practice.

12. WHAT EXACTLY ARE YOU TRYING TO CLAIM?

What aspect of the invention (or your findings/results) needs protection? **I /We certify and declare that all the information provided above is true and correct to the best my/our knowledge and belief.**

Date:

Place:

Name and Signatures of all inventors

