

# **Intellectual Property Rights (IPR) Policy-2022**

**(Approved in 19<sup>th</sup> BoM Meeting held on 19.11.2022)**



**Indira Gandhi Delhi Technical University for Women  
(IGDTUW)**

**(Established by Govt. of Delhi vide Act 9 of 2012)**

**Madrasa Road, Opposite St. James Church  
Kashmere Gate, Delhi-110006**

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# SECTION 1

## INTRODUCTION

### 1.1 PREAMBLE

Indira Gandhi Delhi Technical University for Women (hereafter remarked as ‘IGDTUW’ or ‘University’) is a university that continuously strives to attain academic excellence in teaching and research in the domain of Science, Engineering, Technology, Architecture, Humanities and Management. Its actions and pursuits are targeted upon faculty/students/project staff/supporting staff/visitor(s) and are based on knowledge and conversance. As twenty first century is known to be administered by technological advancements, where values and perspicacity change in the blink of an eye, the system demands the technological institutions to preserve the primary sense of academics & research on one hand and on the grounds of knowledge generated, protected and distributed under the Intellectual Property Regime. Because the world these days is incredibly dynamic and there’s an increasing awareness of the ‘knowledge asset’, an intellectual property Rights (IPR) Policy is needed not only to protect the concerns of IGDTUW but additionally to make IGDTUW faculty/students/supporting staff/project staff/visitors alert regarding ‘knowledge asset and its impact on the society’.

This is the very first official IPR Policy of IGDTUW and will be timely amended as and when required in the benefit of all stakeholders and according to the applicable IPR laws in India. The present policy ensures the protection of the claims of the Inventor(s) of IGDTUW i.e. faculty/students/supporting staff/project staff/visitor(s) of IGDTUW through the choice of intellectual property protection on a completely unique work, ideas, inventions, products, technology or to keep it open for public domain, In accordance with the Mission and Vision of IGDTUW, the policy stands with the outreach of the innovative technologies developed at IGDTUW. The policy also motivates the Researchers, Faculty and Students of IGDTUW to induct technology sharing using the intellectual property Rights gained over a completely unique technology.

## **1.2 PURPOSE**

The information proposed in this document associates to an IPR policy (and colligated administrative processes) with the intent that:

- (a) It establishes the standards to defend the lawful interest of students/ faculty/ supporting staff/ project staff/ visitors of IGDTUW and the society in a legitimately and coherent manner with the ‘allegiance’ of IGDTUW and ‘role’ assigned to it by the society.
- (b) It empowers IGDTUW to contribute towards its primary responsibility of furthering, accelerating and promoting innovations in the area of science, technology, Architecture and management in the broadest possible means;
- (c) It shares a global perception of practices related to intellectual property retaining national identity and local constraints, avoiding as far as possible ‘conflict’ of opposing interests,
- (d) It provides a transparent administrative system for the ownership, control and transfer of the intellectual property created and owned by the University.
- (e) The policy promotes fair use of traditional knowledge while recognizing local traditional knowledge stakeholders and benefit sharing.
- (f) It keeps into consideration the conservation of biodiversity and sustainable use of bio-resources.

## **1.3 TYPES OF IP**

The intellectual properties can be broadly listed as:

- a) Copyrights
- b) Patents
- c) Industrial designs
- d) Trade/Service marks
- e) IC layout designs

- f) Traditional knowledge and Geographical Indications
- g) New plant variety and Biotechnology inventions

#### 1.4 DEFINITIONS

**These intellectual properties can be illustratively defined as: -**

- a. **Copyright** - is an exclusive right granted to the author of any copyrightable work under the Indian Copyrights Act, 1957 (including an artistic, dramatic, or literary work, a computer programme, a cinematograph film and/or a sound recording) to do, or to authorise the doing of, any of the acts provided under Section 14 of the Copyrights Act in respect of the author's copyrighted work;
- b. **Patent**- is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something or offers a new technical solution to a problem.
- c. **Industrial Design** – means only the features of shape, configuration, pattern, ornament or composition of lines or colours applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.
- d. **Invention**- means a new project or process involving an inventive step and capable of industrial application.
- e. **Inventive step** – means a feature of an invention that involves technical advance as compared to the existing knowledge or having economic significance or both and that makes the invention not obvious to a person skilled in the art.
- f. **Trade/Service mark** – means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colors.

- g. **IC Layout Design** – means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.
- h. **Traditional Knowledge** – The knowledge developed by the indigenous or local communities for the use of a natural resource with respect to agriculture, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.
- i. **New Plant Variety** – a plant variety that is novel, distinct and shows uniform and stable characteristics.
- j. **Geographical Indications** – means an indication which identify such goods as agricultural goods, natural goods as originating or manufactured in the territory of a country or manufactured in the territory of a country or a region or locality in that territory where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin and in case where such goods are manufactured one of the activities of either the production or of processing or preparation of the goods concerned takes place in such territory, regions or locality as the case may be.
- k. **Biotechnology Inventions**- include recombinant products such as vectors, nucleotide sequences, micro-organisms.
- l. **First Party** - Indira Gandhi Delhi Technical University for Women (IGDTUW)
- m. **Second Party**- Faculty, Supporting Staff, Project staff and Students of IGDTUW.
- n. **Third Party** – Any organization or person with whom the First or the Second Party interacts for any activity with/without exchange of consideration in cash or kind.
- o. **Faculty** – Faculty means a person professionally qualified to carry out teaching and research at IGDTUW as a whole-time employee, Contractual Faculty, Emeritus fellow, DST inspire Fellow, UGC Faculty or Visiting professor appointed by IGDTUW.



**Note:** This definition of faculty is meant only for the purposes of this document and is not intended to replace the definition of faculty in the Act/Statutes or any other document of IGDTUW.

- p. **Student** – Student means a person who has registered or enrolled as student, Post-Doctoral Fellow or exchange student from other universities/ colleges.
- q. **Supporting Staff** – Supporting staff means a person employed full-time or part-time by IGDTUW to support the research, development, teaching and other supporting activities (including administrative activities of IGDTUW).
- r. **Project Staff** – Project staff means a person employed temporarily on a contract under a research project, consultancy or any other activity carried out by IGDTUW.
- s. **Inventor(s)** – A person or a group of persons responsible for creating an IP. In case, creation of IP is associated with more than one inventor, one of them, from IGDTUW, would function as a ‘**Lead Inventor**’. It is clarified that IGDTUW shall, in its sole discretion, determine which of the Inventor(s) will be appointed as the Lead Inventor.
- t. **Activity** – Activities related to teaching, research, consultancy generation and dissemination of information carried out by a person or an Institution independently, or collaboratively.
- u. **Visitor**- A person either from India or abroad visiting under a collaborative activity or associated work at IGDTUW. It is expected that the visit has been approved by Competent Authority of IGDTUW.
- v. **Associated Agreement** – document created with mutual consent of involved parties defining the rights, roles and responsibilities of each of the parties, for example Memorandum of Understanding (MoU), Memorandum of Association (MoA), Research Agreement, Consultancy Agreement, Non-Disclosure Agreement (NDA), etc.
- w. **Non-Disclosure Agreement (NDA)/Confidentiality Agreement** -The agreement intends to protect proprietary or confidential information among the parties involved in executing a NDA.

- x. **Work Commissioned/Outsourced** - Work commissioned by IGDTUW to a creator or group of creators either employed by IGDTUW or invited from outside IGDTUW with or without any consideration in cash or kind. Typical examples of IGDTUW commissioned works are: a. Design work, b. Artistic Work, c. Engineering/ Architectural Models, d. Computer Software e. Reports based on surveys and analysis, f. Video works.
- y. **Work for hire**- The work (or a product) originated from IGDTUW or originated using any resources of IGDTUW and produced by (a) an author during his/her employment at IGDTUW or (b) non-employee under contracted work by IGDTUW.
- z. **IGDTUW Anveshan Foundation (Incubation Centre promoted by IGDTUW)** – The unit is a part of the industry interface of IGDTUW to promote partnership with new technology entrepreneurs and start-up companies at IGDTUW.

## **1.5 IPR POLICY ADMINISTRATION**

*The obligations and powers to implement and ameliorate IPR Policy by various entities are described below:*

### **1.5.1 POWERS TO AMEND IPR POLICY**

Board of Management (referred to as BoM) of IGDTUW will have all the powers to make alterations to the IPR policy or formulate a new policy whenever it is felt necessary. This may be done considering the changes in the policies of the government or other national and international advancement including laws, legal judgements and treaties. The newly formulated policy or the amendments shall be applicable to all students/faculty/supporting staff/project staff/visitors.

### **1.5.2 RESPONSIBILITY TO CREATE/AMEND PROCEDURES AND PROCESSES FOR IMPLEMENTATION OF IPR POLICY**

The Vice Chancellor, IGDTUW will have complete authority to create and ameliorate the governing body and process from time to time in view of the changing needs including definition of administrative bodies and confiding roles and responsibilities to certain

individual(s)/existing entities for developing elaborate methods and to alleviate implementation of the IPR policy of IGDTUW as and when required.

### **1.5.3 INFRINGEMENT OF INTELLECTUAL PROPERTY (IP)**

In case of infringement/violation of any IPRs such as patent infringement by the IGDTUW faculty/students/project staff/supporting staff/visitor(s) or any third party infringing upon the IPR of an IGDTUW inventor, IGDTUW would create an appropriate administrative body, which would first investigate the matter and make recommendations to the Vice Chancellor for resolution of such violation/infringement. In case any dispute arising of any third-party infringement upon IPR of IGDTUW, the above administrative body would investigate the matter and make recommendations to the Vice-Chancellor including need for any legal action against the infringing party.

### **1.5.5 PROCEDURE FOR APPEAL**

In case of any conflict, grievance regarding ownership of IP, processing of IP proposals procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy, any aggrieved person can appeal to the administrative body formed for the purpose to resolve the intellectual property right dispute. In case the appellant is not satisfied with the decision of such a body, he/she can appeal to the Vice-Chancellor of IGDTUW, whose decision shall be final.

## **Section 2**

### **OWNERSHIP OF INTELLECTUAL PROPERTY**

#### **2.1 INTRODUCTION**

Excellence in research and education, exchange and dissemination of knowledge are guiding principles of IGDTUW. These activities may lead to generation of new intellectual Property (IP), which needs to be protected, developed, transferred and commercialized for the benefit of the society. Also, the information on the newly created and protected IP should be disseminated at the earliest so that the scientific community is not deprived of its right to knowledge and carry out further research. This can be facilitated only if the ownership of a newly created IP is clearly defined. Clarity on ownership of IP protects the interest of both the inventor(s) and the society at large.

Like in case of other types of property where there is an owner who can sell, rent and gift the property, the same concept is applicable in respect of all IPs. An owner of an IP is the one who has the rights to enter into transaction of IP such as licensing, selling, assigning of IPR or engaging in any other similar activity, to earn revenue or any consideration accruing from such an activity and retain, share and utilize the revenue so earned.

Owning an IP involves a process defined by law and has cost associated with it. Each country has its own legal status and fee structure. An owner needs to acquire ownership rights separately in each country by paying necessary registration fee and associated expenses. Retaining the ownership involves payment of maintenance fee as per the prescribed laws over the life of IP.

#### **2.2 TYPES OF ACTIVITIES LEADING TO GENERATION OF IP**

IGDTUW has engaged itself in different types of Research and Development (R&D) activities including the following, which may generate intellectual property(ies):

- a) Research taken up by a faculty/ student/ project staff/ supporting staff / visitor in the normal course of his/her appointment/engagement at IGDTUW with funds coming from IGDTUW (this would include research projects undertaken by students under the supervision of the faculty members);

- b) Research taken up by a faculty/ student / project staff/supporting staff/visitor from funds coming from a sponsor such as Government of India, state government, international agencies, or foreign governments, etc.
- c) Collaborative research undertaken with other institutions including government departments and agencies, PSUs and private companies located in India.
- d) International collaborative research with institutions and companies located outside India.
- e) Research supported by companies and other private organizations through research projects or consultancy assignments.
- f) Any combination(s) of the above Ownership of IP in the above-mentioned situations may not be defined/specified in the same way. The ownership definitions for different types of IP and other relevant aspects are described in Section 2.3.

## **2.3. OWNERSHIP OF INTELLECTUAL PROPERTY (IP)**

### **2.3.1. Patent as well as inventive steps, Copyright on Software, Industrial design, IC layout design, new plant variety and pharmaceutical substance**

#### **(A) Intellectual property is owned wholly or exclusively by IGDTUW if:**

- a. It has been developed solely with the use of funds/facilities provided by IGDTUW or with a mix of funds/facilities of IGDTUW and external agencies but without any formal associated agreement
- b. It has been developed without the use of any external funds/facilities or with the use of external funds/ facilities, including, that of sponsored research and consultancy projects but without any associated agreement.
- c. It has been developed under any contract arrangement including “work for hire”, work commissioned and/or outsourced by IGDTUW.

- d. It has been developed pursuant to a written agreement where ownership has been transferred to IGDTUW. Examples are work assigned to programmers, writers of IGDTUW publications, etc.
- e. It is not assignable to any specific individual or a specific group of identifiable contributors, i.e. software or technology or process developed over a period of time with contribution from different individuals of/for IGDTUW.

**(B) Intellectual property can be owned by Third Party(ies) (exclusively or jointly with IGDTUW) if:**

- a. It has been developed with external funding from Third party (ies) including sponsored research, consultancy projects and other collaborative activity (ies) with a formal associated agreement.
- b. It has been developed without external funding from third parties under collaborative project(s) or activity (ies) with Third party (ies) with associated agreement(s).
- c. It has been developed out of the work carried out by IGDTUW faculty/student/project staff/supporting staff during their visit to a Third-party institution/organization subject to associated agreement(s).

**For sharing of IP in case of sponsored research and consultancy projects or any other collaborative activity, the following guidelines shall be followed:**

- (i) If the funding agency allows IGDTUW to own the IP, then IGDTUW may, in its sole discretion, share its rights with other Third party(ies) subject to their respective contribution.
- (ii) In case of funds provided by an agency of Government of India, the ownership shall be decided in compliance with the ownership clauses defined by the funding agency at the time of approval of the activity(ies).
- (iii) In case of funds provided by a non-government agency, the ownership may be shared between IGDTUW and funding agency. The sharing may take into consideration relative contributions of parties involved as well as any background

IP with respective parties. Waiver of joint ownership can be considered by IGDTUW on recommendation(s) of the contributing inventor(s) or Lead inventor based on the adequacy of compensation provided to IGDTUW.

- (iv) For a multi-country/multi –institutional collaborative project, there must be an explicit agreement defining the ownership of IP generated.

(Normally, IP will be shared among only those parties that contribute towards creation of IP through direct involvement of their human/other resources.)

- (v) In case of collaborative activity with foreign institutions involving indigenous biological material, IP ownership has to take into account restrictions as per the prevailing ‘Biological Diversity Act 2002’ of India.

### **2.3.2. Copyright other than Software**

**(A) The copyright owned by the author(s):** The copyrights for textbooks, research books, articles, monographs, teaching-learning resource materials and other scholarly publications or works created using the resources of IGDTUW, created for IGDTUW or by employees of IGDTUW, and/or commissioned by IGDTUW, shall be considered irrevocably assigned (by their respective authors) to IGDTUW (from the moment of creation of such works or publication), and shall be owned solely by IGDTUW, unless IGDTUW expressly agrees otherwise under the terms of an associated agreement. These may also include popular novels, poems, musical composition, other works of artistic imagination, etc. IGDTUW will be kept informed about such creations. Revenue generated, if any, from such activities must be reported to IGDTUW as per the prevailing rules of income from other professional activities/ sources.

**(B) The copyright owned by IGDTUW:** The copyright is owned by IGDTUW if the work is created under any contract (same as described under Clause A of Section 2.3.1).

**(C) The copyright re-assignable to Authors:** Copyright work that are normally assignable to IGDTUW may be reassigned to the author on request of the author provided it does not violate any agreement with Third party and does not intervene/harm the interest of IGDTUW.

**(D) Copyright owned by student:**

- (i) Copyrights of thesis, dissertations, term papers, laboratory records, and of other documents that are produced by a student during the course of his/ her study will reside with IGDTUW unless restricted by an associated agreement and/or research carried out using facilities that have come to IGDTUW with pre-imposed IP protection restrictions.
- (ii) Further, any IP generated (other than copyright) out of the work carried out by the student would be covered as per Clause (A) and Clause (B) of Section 2.3.1.

**(E) Open Access Policy: As per Annexure -III**

**2.3.3 TRADE AND SERVICE MARKS**

Trade and service marks related to goods and services involving IGDTUW will be owned by IGDTUW. Use of IGDTUW's name through trademark makes users obligated to certain standards and accountability described later in Section 3.7.

**2.3.4 PROTECTION OF BIODIVERSITY AND TRADITIONAL KNOWLEDGE**

IGDTUW affirms that it abides with the national laws on biodiversity and traditional knowledge. Inventor(s) has/have to ensure that the provisions under the national laws on biodiversity and traditional knowledge are not violated during the course of securing any IP protection or use of such knowledge.

**2.3.5 WAIVER OF IP RIGHTS BY IGDTUW**

Subject to any associated agreement and with appropriate approval from the sponsor, IGDTUW may waive its rights to specified intellectual property in favour of the inventor so as to enable the inventor to seek funding or other support for the purpose of commercialization, or the Institute assessment doesn't favour IP protection. Such waiver of ownership in favour of the inventor(s) can be considered.

In all cases, unless explicitly agreed to, IGDTUW shall normally retain a perpetual, royalty-free license to use the intellectual property and any corresponding IP for research and educational purposes.



### **2.3.6 TRADE-SECRETS AND KNOW-HOW INFORMATION**

Trade secrets and know-how fall outside the scope of protection under current IP regime of India. It is important for the owner of such secrets and know-how to maintain confidentiality through confidentiality or non-disclosure agreements (NDA) with the other parties. In order to protect the information exchanged or being exchanged with Third party(ies) associated with an activity, Lead inventor/ faculty is encouraged to sign separate NDA with third party(ies), associated faculty members, students, supporting staff, project staff and visitor(s). Such confidential information should not be incorporated in a student's thesis without the written permission of the owner of the information.

Trade secrets and know-how information should be exchanged with Third party(ies) in writing through a disclosure notice in order to keep a record of time and extent of disclosure. Such NDA should have a reasonable time limit from the date of disclosure of the information by the two parties so as not to hamper dissemination and propagation of scientific information to society. Non-publication/non-disclosure of information will only imply that the results have not yet reached a stage that merit disclosure or are awaiting IPR protection.

At any time, several faculty members, students, supporting staff and project staff may be working on different aspects of the same research area. Any NDA or any other agreement of collaboration must protect research and development interests and activities of IGDTUW by allowing disclosure of necessary information to person(s) unrelated or not party to the NDA or agreement of collaboration (as may be applicable) provided such disclosure is made on a need to know basis and subject to a written undertaking that the person to whom such information is disclosed shall protect its confidentiality.

### **2.3.7 COPYRIGHTS OWNED BY THIRD PARTIES**

#### **(a) Software**

Third party software services or products ('**Software**') may be procured by IGDTUW from various third-party software service provider(s) and be made available for general use by IGDTUW's faculty/students/staff/project staff/supporting staff and other relevant parties which visit IGDTUW's premises, for education and/or research

purposes. It is clarified that the use of such Software is governed by the license(s) granted to IGDTUW (by the relevant third party software provider(s) of such Software) and that IGDTUW's faculty/students/project staff/ supporting staff/visitor(s) must make use of the Software strictly subject to such terms of use and license (as may be applicable to the Software). It is further clarified that in the event of any misuse of the Software and/or breach of the terms of use/license applicable to such Software by IGDTUW's faculty/students/project staff/ supporting staff/visitor(s), the liability for such misuse and breach shall be solely incurred by the party (or parties) which have committed or caused such misuse or breach and IGDTUW shall not be liable in any manner whatsoever.

Software of general use shall be procured with valid license(s).

**(b) Other copyrighted material**

IGDTUW and its faculty, students, supporting staff, project staff and visitors

- (i) Would use copyrighted materials for only personal use, teaching and research purposes as permitted by Indian law,
- (ii) Will respect protection offered by Indian copyright law to all copyrighted material, and
- (iii) Would not use copyrighted material in their thesis, publications, reports and other professional documents without taking explicitly prior permission of the copyright holder.

## **Section 3**

### **TRANSFER AND USE OF IP**

#### **3.1 INTRODUCTION**

The purpose of transfer and use of IP by IGDTUW, which is a non-profit academic organization, is to meet one of its stated objectives of disseminating the fruits of research and development for the benefit of society. IGDTUW recognizes that translation of created IP to products and services of benefit to society is a complex process that normally involves considerable risk taking and expenses. The IGDTUW policy on transfer and use of IP proposed here takes into account the above fact. Further, commercialization provides incentive to the inventor(s) and provides 'technology push' to the invention and couples it to the 'market pull'. Commercialization of IP is generally carried out via licensing or assignment. A licensing agreement is a partnership between an intellectual property rights owner (licensor) and another who is authorized to use such rights (licensee) in exchange for an agreed payment (fee or royalty) whereas assignment of IP involves transfer of ownership irrevocably and permanently to the assignee by the assignor. Also, proprietary know-how generated by IGDTUW is known form of IP, and its transfer and use is covered by this policy.

#### **3.2 MATERIAL TRANSFER AGREEMENT (MTA)**

In case NDA does not cover material transfer clause, an appropriate MTA such as in the case of biotechnology inventions shall be signed between the donor and the recipient of the material regarding the use of the subject material.

#### **3.3 POLICY RELATED TO TRANSFER OF BIOLOGICAL RESOURCE AND ASSOCIATE KNOWLEDGE**

The Biological Diversity Act 2002 of India regulates the access to Biological resources of the country by non-citizens, non-residents of the country as well as a body corporate, association or organization not incorporated or registered in India. The Act prohibits such persons/entities from obtaining any biological resource occurring in India or knowledge associated there to for research or for commercial utilization or for bio-safety and bio-utilization. The Act prevents any person from

transferring the results of any research for financial consideration or otherwise to such persons/entities without prior approval of the National Biodiversity Authority (NBA).

### **3.4 POLICY FOR IP LICENSING AND ASSIGNMENT**

Licensing intellectual property to a third party is the most common modality for technology transfer leading towards commercialization. There are various modes of licensing strategy including the following:

- Exclusive licensing: The licenses the IP only to one licensee. In other words, the licensee is the only one authorized by the licensor (other than the licensor) to use and exploit the IP.
- Non-exclusive licensing: In this type of licensing, the licensor is permitted to enter into agreements with more than one entity for use and exploitation of the IP. In other words, the same IP may be used by many licensees at the same time for the same purpose or for different purposes.
- Sole licensing: In this case also, the licensor licenses to only one licensee. However, under this licensing, the licensor is excluded from using or exploiting the IP (for the term of the sole license).
- Sub-licensing: Sub-licensing is applicable when a licensee wishes to further license the IP to another party(ies).

**Given the breadth of research and development taking place at IGDTUW and diversity of the IP so created, each license agreement is somewhat unique to the technology being transferred. The following guidelines are applicable to license agreement with a Third party:**

- (i) Generally, no entity shall be granted sole or exclusive right for the development/commercialization of intellectual property owned by IGDTUW.
- (ii) Sub-licensing must be specified whether it is permitted or not, and even if permitted, whether the consent of the licensor is required or not should be clearly stated in the license agreement.
- (iii) If an entity is granted sole or exclusive rights with respect to a particular IP, the same should be for a limited period to obviate the possibility of misuse/no use.
- (iv) Wherever applicable, it should be ensured that the licensing process does not restrict the research/publication rights as well as incorporation of necessary material in the thesis of the associated student inventor(s).

- (v) IGDTUW and its inventors should be protected and indemnified from all liability arising from development and commercialization of a particular intellectual property.
- (vi) Will not place restriction(s) beyond the inventor(s) on IGDTUW from entering into research and development in the same area independently or with other organization(s).

The license agreement may contain such other provisions as may be determined by IGDTUW in the best interest of the society.

Assignment of IP by IGDTUW to another party may be carried out under certain circumstances and conditions determined to be appropriate by IGDTUW (which may include conditions of any government or its agencies, or defence purposes or if the IP created distinctly accrues benefits to the society at large in the opinion of IGDTUW).

### **3.5 POLICY FOR IP LICENSING AND ASSIGNING FOR START-UP VENTURES WITH INVOLVEMENT OF INVENTOR(S) FROM IGDTUW**

In order to encourage commercialization of IP registered and owned by IGDTUW, inventor(s) of such IPs shall be encouraged to promote a start-up company (following the guidelines established by IGDTUW) for developing a business proposition leveraging the IP under consideration. For this purpose, the start-up can also accommodate at Anveshan Foundation at IGDTUW, if so desired by the Inventor(s), after critical appraisal of the startup's business plan as per applicable procedures of IGDTUW.

The start-ups in the specified instances may be licensed IPs owned by IGDTUW on a limited exclusivity basis initially for a period of 3 years. The licensing fee may be decided depending on the nature of funding available for such a venture including the possibility of making the know-how/technology available even without any license fee. However, all such licensing should be accompanied by an appropriate agreement and a monitoring mechanism. During the limited exclusivity period, the start-up shall have 'no rights to sub-license' to any Third party.

Once the start-up venture establishes the commercial viability within the limited exclusivity period, the license agreement shall be re-visited and modified into exclusive

over an extended period with a royalty consideration, the quantum of which shall be determined by IGDTUW.

In case the start-up fails to achieve commercial breakthrough within the allotted period, the exclusivity of the license to the start-up shall be forfeited.

Further, as any entity set-up under the IGDTUW Anveshan Foundation is an independent commercial entity, IGDTUW would not have any rights to IP/Know-how developed within the entity unless covered by an explicit agreement.

### **3.6 SHARING OF REVENUE BETWEEN IGDTUW AND INVENTOR(S)**

The sub-section refers to revenue generated from monetization of IP. Protection of IP among other things is meant to provide incentive to all those associated with IGDTUW with a potential for pursuing research leading to marketable product or processes and as a consequence generate revenue for IGDTUW. Therefore, it is the policy of IGDTUW to share the revenue from monetization of IP among stakeholders. These stakeholders besides IGDTUW will include inventors, associated academic entities of IGDTUW and the administrative entities engaged in IP management and commercialization.

IGDTUW reserves the right to determine the share of the different stakeholders involved in IP creation and dissemination from time to time.

Revenue share of the inventor(s) shall continue even after their association with IGDTUW end. The administering entity among would evolve procedure to enable this sharing.

### **3.7 POLICY RELATED TO THE USE OF NAME OF IGDTUW AND TRADEMARKS OWNED BY IGDTUW BY THIRD PARTIES**

IGDTUW would allow the use of its name and trademarks owned by it to the Third party(ies) to whom IP has been licensed/ assigned through a signed agreement on following conditions:

- (a) IP is intended to be used for the benefit of society.

- (b) IP is licensed/assigned with an undertaking from the licensee/assignee that IP will be used:**
- (i) 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.
  - (ii) In promoting truthful claims and information, i.e. not for misleading the society or users.
  - (iii) Without any liability to IGDTUW in case of misuse of IP or accidental damage accruing due to use of IP.
- (c) In no case IP will be used against the interest of India or IGDTUW.

In all such cases, the licensee/assignee must take prior approval of IGDTUW about the manner in which the name of IGDTUW and its trademarks are to be used in any media including print and electronic media.

### **3.8 NONCOMPLIANCE AND CONFLICT OF INTEREST**

All inventors are responsible for compliance with government rules and IGDTUW's policies and ordinances related to development and use of IP generated. In all activities arising out of implementation of IPR policy of the institute, all faculty members/Inventors are expected to avoid potential and mutual conflicts of interest.

### **3.9 JURISDICTION**

Any dispute arising related to IPR implementation (in relation to the terms herein) shall be resolved subject to the governing laws of India and the exclusive jurisdiction for the resolution of any such dispute shall lie with the courts at Delhi, India only.

## ANNEXURE I

### IPR ADMINISTRATIVE MECHANISM AT IGDTUW

For the facilitation of IPR policy, IGDTUW can entrust the role and responsibilities to various individuals and entities. This Annexure-I describes suggested administration mechanisms for some of the key activities.

#### AI.1 ADMINISTERING ENTITIES

The industrial R&D Unit (**IRD**) is the administrative entity currently associated with IP management and commercialization:

1. The Industrial R&D Unit (**IRD**) has been specifically set up to provide specialized administrative and managerial support for the operation of sponsored research, consultancy and other related R&D activities of the Institute.
2. The IPR Cell, IGDTUW is the administrative Body of IGDTUW to manage and administer all IPR related activities.

#### AI.2 IPR STANDING COMMITTEE (IPR SC) AND ITS ROLE

The IPR Standing Committee will be the core administrating body, which will be responsible for evolving detailed procedures to facilitate implementation of the IPR policy of IGDTUW. IPR SC would also arbitrate on appeals made and any clarifications sought. The term of office of the nominated members of the IPR Standing Committee, other than ex-officio members, shall be five years.

The IPR SC will have the following members:

- |  |   |
|--|---|
| (i) <b>Vice Chancellor</b>                               | Chairperson (Ex-officio)                |
| (ii) <b>Dean (IRD)</b>                                   | Member (Ex-officio)                     |
| (iii) <b>Dean (R&amp;C)</b>                              | Member (Ex-officio)                     |
| <b>Dr. Arun Sharma, Prof./ Head AI&amp;DS</b>            |   |
| (iv) <b>Department</b>                                   | Member<br>Coordinator IPR Cell, IGDTUW, |
| (v) <b>Dr. Manoj Soni, Professor, MAE Department</b>     | Member<br>Coordinator IPR Cell, IGDTUW, |
| (vi) <b>Dr. V K Arora, CEO – Anveshan Foundation</b>     | Member                                  |
| (vii) <b>Dr. Nonita Sharma, Associate Professor (IT)</b> | Secretary                               |



**IPR SC suggested role would include the following:**

- (a) To create expert groups in different subject domains for assessing and recommending proposals for IP filing. (Note: this assessment step can be skipped in case the costs of filing are borne by an external funding source including sponsored project or consultancy.
- (b) Create and finalize forms, procedures (and guidelines) to implement the IPR policy at IGDTUW.
- (c) Evolve proper procedures and guidelines for good practices for record keeping to allow efficient IP filing and protection.
- (d) Tie-up with organizations for filing, licensing/assigning of IPR on revenue sharing basis.
- (e) Appoint a panel of attorneys to facilitate filing of IPs by both the Institute appointed body as well by individual faculty/staff using their project or other funding.
- (f) Formulate programs for educating faculty/students/supporting staff/project staff/visitors about IPR and other associated issues.
- (g) Provide guidelines for IPR related documentation including creating infrastructure for the same.
- (h) Approach funding agencies for funds for promotion of IPR activities at IGDTUW.
- (i) To provide waivers and release of IPR to Inventor (s) and/or Third party(ies) within the framework of IPR policy of IGDTUW.
- (j) Redress any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy.
- (k) Create and finalize draft agreements to facilitate IP protection by IGDTUW.
- (l) To evolve modalities of financing of IP related activities at IGDTUW.
- (m) Deal with any relevant issues arising out of promotion as well as implementation of IPR policy.
- (n) Investigate the matter of violation/infringement of any intellectual property rights related to IGDTUW and make recommendations to the Vice Chancellor for resolution of such violation/infringement.

IPR SC may co-opt members from within and/or outside IGDTUW to seek their opinion in carrying out any of the above responsibilities.

### **AI.3 ROLE OF IRD**

In addition, the current role of IRD also includes the following, which may be revised from time to time

- a. To create and facilitate infrastructure/facilities/manpower for functioning of IPR Cell.
- b. To oversee the functioning of IPR Cell.
- c. Organizing IPR SC meetings.
- d. To sign all IPR documents on behalf of IGDTUW with Dean (IRD) as the competent authority. Dean (IRD) may designate the Coordinator IPR Cell as competent authority on his behalf for signing agreement(s) created under standardized formats proposed by IPR SC.

**Note:** Confidential or Non-disclosure agreements written as per the standard formats made available by IPR SC can be signed by the Lead Inventor on behalf of IGDTUW. However, for cases, where the agreements have clauses other than standard format will continue to be signed by the Registrar, IGDTUW.

### **AI.4 ROLE of IPR Cell**

- (a) IPR Cell will work under Dean (IRD).
- (b) There shall be a Coordinator/Co-coordinator IPR Cell for formulation/execution of IPR Cell.
- (c) Drafting IPR Policy and changes (if any) from time to time and obtain the approval from Competent Authority.
- (d) Administering IPR Policy of IGDTUW.
- (e) To facilitate faculty/students/project staff/ supporting staff/visitors in all IPR application activities.
- (f) To empanel the attorney for filing patent on behalf of IGDTUW.
- (g) Work on behalf of IGDTUW, to process and manage IP registrations.
- (h) Regularly review IP cases (filed/granted applications) for maintenance/discontinuation.
- (i) To coordinate with the inventor(s) to proactively identify third parties for development and commercialization of IP in consultation with IGDTUW Anveshan Foundation.
- (j) Custody of all IPR related documents
- (k) To process all financial matters related to registration and maintenance of various IPs.
- (l) To administer all matters related to IP transfer on the advice of IRD, IGDTUW.
- (m) Organization of IP awareness programs at IGDTUW.

## ANNEXURE II

### PREVAILING NORMS FOR SHARING

The income generated by licensing/assigning of IPR or on receipt of royalties associated with technology transfer / specific innovation programs shall be divided as per applicable clause as follows:

#### **A. Cost Involvement**

The cost involved for grant of Intellectual property will be borne jointly by the University (Applicant) and Inventor(s). There are two types of expenditures in the process of IPR as mentioned below: -

- a. Professional Fee toward facilitation**
- b. Government Fee (as applicable)**

The inventor will pay 20% of Government fees applicable time to time in the complete process. Entire professional fee along with remaining 80% Government Fee as per applicable IPR laws in India and all other fees will be borne by the University from Corpus /GIA Funds. The same is applied for the cases of transfer and renewal of IPRs.

#### **B. Revenue Generated (In Case of Commercialization)**

- (a) 50% (fifty percent) of the revenue will go to the Inventor(s); the share of each inventor may be decided by the Lead Inventor.
- (b) 50% (fifty percent) would go to IGDTUW for promotion of IPR activities and Patent filing support.
- (c) In case of Inventor willing to do the technology transfer/commercialize the IP without involving the university, he/she has to take no objection letter from the IP Cell and also remunerate the financial involved in complete lifecycle of IP (i.e. till Grant).
- (d) In case inventor wants to start his own start-up by the IP generated (patent or any other IP), the inventor has to take assignee authorization letter and No objection letter from the university. University will be supporting such activities subject to its sole discretion.

## **ANNEXURE III**

### **IGDTUW FACULTY OPEN ACCESS POLICY**

#### **1.0 INTRODUCTION**

The Faculty of Indira Gandhi Delhi Technical University for Women (IGDTUW) is committed to disseminating the fruits of its research and scholarship as widely as possible. In keeping with that commitment, the faculty adopts the following policy:

Each faculty members grants to the Indira Gandhi Delhi Technical University nonexclusive permission to make available his or her scholarly articles and to exercise the copyright in those articles for the purpose of open dissemination. In legal terms, each Faculty members grants to IGDTUW a nonexclusive, irrevocable, paid-up, worldwide license to exercise any and all rights under copyright relating to each of his or her scholarly articles, in any medium, provide that the articles are not sold for a profit, and to authorize others to do the same. The policy will apply to all scholarly articles written while the person is a member of the Faculty except for any articles completed before the adoption of this policy and any articles for which the faculty member entered into an incompatible licensing or assignment agreement before the adoption of this policy. The Vice-Chancellor on the recommendation of IPR SC will waive application of the policy for a particular article upon written notification by the author, who informs IGDTUW of the reason.

To assist the IGDTUW in distributing the scholarly articles, as of the date of publication, each Faculty member will make available an electronic copy of his or her final version of the article at no charge to a designated representative of IGDTUW (Librarian) in appropriate formats (such as PDF) specified by the IPR SC.

The IPR SC will make the scholarly article available to the public in an open-access repository. The IPR SC, in consultation with the Library Advisory Committee (LAC), will be responsible for interpreting this policy, resolving disputes concerning its interpretation and application, and recommending changes to the Faculty. The policy is to take effect immediately; it will be reviewed time to time by the Competent Authority.

The faculty calls upon the LAC to develop and monitor a plan for a service or mechanism that would render compliance with the policy as convenient for the faculty as possible.

## 2. DEFINITIONS

- a. ***Nonexclusive permission*** – After granting nonexclusive permission, one still retains ownership and complete control of the copyright in his/her writings, subject only to this prior license. One can exercise his/her copyrights in any way he/she sees fit, including transferring them to a publisher if he/she so desires.
- b. ***Scholarly articles*** – Faculty's scholarly articles are articles that describes the fruits of their research and that they give to the world for the sake of inquiry and knowledge without expectation of payment. Such articles are typically presented in peer-reviewed scholarly journals and conference proceedings.
- c. ***Open dissemination/open-access repository*** – Journal articles stored and made available on the public internet, permitting any users to read, download, copy, distributed, print, search or link to the full texts of these articles, crawl them for indexing, pass them as data to software, or use them for any other lawful, non-commercial purpose, without financial legal, or technical barriers other than those inseparable from gaining access to the internet itself.
- d. ***Irrevocable, paid-up, worldwide license*** –the permission granted may not be taken back; there are no fees associated with the permission granted; and the permissions apply worldwide.
- e. ***Not sold for a profit*** – IGDTUW could not generate a profit from exercising the rights granted, but could recover costs for a service related to the articles, such as printed course packs.
- f. ***Authorize others to do the same*** – The copyright hold has the sole right to authorize others to exercise any of the five rights under copyright, and the right to authorize others to exercise rights. This language transfers the nonexclusive right to IGDTUW to allow others to use the articles in specified ways and contexts, such as other IGDTUW faculty members who want to use an article in teaching.
- g. ***Final version of the article*** – The author's version with any changes made as a result of the peer-review process, but prior to publisher's copy-editing or formatting.
- h. **Faculty** – As per 1.4(m)

### **3.0 WORKING WITH THE IGDTUW FACULTY OPEN ACCESS POLICY**

The implementation of the policy is being overseen by the IPR SC of the University. To submit a paper under the policy, upload the author's final manuscript, post peer-review, via a web form. If already submitted this version to a preprint server (e.g. arXiv), faculty may email the paper's identifying repository number, or the URL, instead of the paper.

- The policy applies only to the scholarly articles completed after the policy was adopted.
- Faculty authors are encouraged to use the IGDTUW addendum (MS Word doc) for publisher copyright agreements that reflects this policy.

### **4.0 SCOPE OF THE POLICY**

4.1 Only scholarly articles typically presented in peer-reviewed scholarly journals and conference proceedings are covered under this policy. Many of the written products of faculty effort such as books, popular articles, fiction and poetry, encyclopaedia entries, ephemeral writings, lecture notes, lecture videos, or other copyrighted works are not encompassed under this notion of scholarly article.

4.2 The author's final version of the article i.e. the author's manuscript with any changes made as a result of the peer-review process, but prior to publisher's copy-editing or formatting are considered as scholarly article in this policy.

4.3 Each joint author of an article who holds copyright in the article and, individually, has the authority to grant IGDTUW a non-exclusive license and the IGDTUW open access policy applies to them also. Joint authors are those who participate in the preparation of the article with the intention that their contributions be merged into inseparable or interdependent parts of the whole.

4.4 It doesn't apply to any articles that were completed before the policy was adopted nor to any articles for which a faculty entered into an incompatible publishing agreement before the policy was adopted.

4.5 The policy also does not apply to any articles a faculty writes after leaving IGDTUW.

## **5.0 OPTING OUT (OBTAINING A WAIVER)**

- 5.1 To opt out, faculty need to fill out a simple web form, or send an email or other written notice to Librarian informing IGDTUW of the following:
- Name of IGDTUW author
  - Title of article (expected or working title)
  - Journal you expect to publish in
  - Reason you are opting out
- 5.2 If a faculty do not opt out, but assign exclusive rights to a publisher anyway, mistakenly signing a publisher's agreement that conflicts with the policy. IGDTUW's license would still have force, because it would have been granted (through this policy) prior to the signing of the publisher contract.
- 5.3 Each co-author in a jointly written article owns the copyright.
- 5.4 In case a faculty wants to retract a paper later as required by publisher, it would be possible to remove a paper, particularly in cases involving a legal dispute. In this case the specifics would depend on what procedures are worked out by the IPR SC to implement the policy.