



॥ अंतरी पेटवू ज्ञानज्योत ॥

KBCNMU
JALGAON



Policy on Intellectual Property Rights



Kavayitri Bahinabai Chaudhari
North Maharashtra University, Jalgaon

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Policy on Intellectual Property Rights

1.0 IPR Cell :

IPR Cell of KBC-NMU has been formed under the aegis of RUSA (Rashtriya Uchchar Shiksha Abhiyan)

Mission:

To create awareness and provide guidance to all stakeholders of the university to file IPR applications to contribute for the gross development of the nation.

Objectives:

- To create awareness about the intellectual property rights among all the stake holders of the university.
- To motivate students, faculty and staff for protecting their creations within the framework of the institutional rules and regulations.

Intellectual property refers to creations of the mind that could be scientific inventions, literary and artistic works, and symbols, names, images, and designs; for which a set of exclusive rights like copyrights, trademarks, patents, industrial design rights and trade secrets are recognized under the corresponding fields of IP law.

An Intellectual Property Right (IPR) Cell has been formed by Kavayitri Bahinabai Chaudhari North Maharashtra University, Jalgaon to ensure protection of created intellectual property by the stake holders of the university. The University has constituted a panel to support the activities of IPR Cell. The Hon'ble Vice Chancellor is the ex-officio Chairman, one honorary co-ordinator and internal and external experts as members.

Functions and Responsibilities:

- To create an awareness about IPR among all the faculty and students.
- To conduct workshops and seminars on IPR to promote better understanding of IP law.
- To impart training on patent filing processes.

2.0. Preamble of the Policy:

Kavayitri Bahinabai Chaudhari North Maharashtra University (hereinafter referred to as KBC-NMU) is committed to impart relevant quality higher education to the students, to groom them to be conscious, researchers, technologists, professionals and citizens, bearing the torch for disseminating knowledge in masses for suitable socio-economic development of the society.

The KBC-NMU has its perceived role to contribute to the national productivity by providing quality human resource to meet the changing technological needs integrating relevant social concerns and build an environment to create and propagate innovative technologies for the economic development of the nation at large. The university has a good workforce having various schools and departments like School of Chemical Sciences, School of Physical Sciences, School of Life Sciences, University Institute of Chemical Technology, School of Computer Sciences, School of Management studies, School of Arts and Humanities etc. with cognizable in-house research facilities.

The KBC-NMU promotes development of new ideas and innovations in technology and science through research and development. The ideas and innovations lead to the production of creative and scholarly works and the also the development of new and useful materials, devices, processes while this intellectual property needs to be protected since few of them possess potential commercial value.

This intellectual property may be in form of patents, copyrights, trademarks, designs, processes or any other invention that could be commercialized. In order to safeguard the IP and its ownership and to continuously encourage the development of such IP, the Institute has drafted its own intellectual property rights policy (hereinafter referred as the Policy). The objective of the IPR Policy is to provide the researchers a kind of guidance and support required for protecting intellectual property, set forth the guidelines for ownership and commercialization of the IP.

3.0 Objectives of the Policy:

The objectives of the policy are as following:

- a. To provide an encouraging environment for research and development for generation of IP to the faculty, students and other researchers associated with the Institute.
- b. To provide support in every possible way to the inventors of the IP associated with the Institute and safeguard the IP developed.
- c. To formulate the regulations and guidelines regarding ownership of the IP and revenue sharing upon commercial exploitation of the IP.
- d. To provide legal support to the inventors against any case of unauthorized use of IP.
- e. To create awareness among the students, staff and faculty likewise about the IP.

4. Definitions:

- 4.1 .“.....” means the Kavayitri Bahinabai Chaudhari North Maharashtra University.
- 4.2. “Dean” means the Dean of the Kavayitri Bahinabai Chaudhari North Maharashtra University, Jalgaon.
- 4.3. “Intellectual property” is defined as the tangible or intangible results of research, development, teaching, or other intellectual activity and includes patents, copyrights, designs, trademarks, service marks, logos etc. Any additional information regarding these intellectual properties can be obtained from the website of Controller General of Patents, designs and trademarks. (<http://www.ipindia.nic.in>).
- 4.4 “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. Copyright protection is available for most literary, musical, dramatic, and other types of creative work, including software, teaching materials, multimedia works, proposals, and research reports.
- 4.5 “Faculty” means teaching staff of Kavayitri Bahinabai Chaudhari North Maharashtra University, Jalgaon.
- 4.6 “Student” means a person who has taken an admission in any of the courses offered by Kavayitri Bahinabai Chaudhari North Maharashtra University, Jalgaon.
- 4.7 “Inventor” is the person/s who has something new with utilization of their creative minds.

5. Intellectual Property:

5.1. IP Evaluation:

An institutional review committee for timely assessment and evaluation of intellectual property shall be constituted by the Dean R&C. The committee would constitute of Dean R&C as chairman along with faculty experts from the field of invention and an IP expert. The IP expert can be a person from the state nodal agency (Patent Information Centre from the Chhattisgarh Council of Science and Technology) who has expertise in evaluation and filing of IP. In certain cases, external members from the institute can also be included in the review committee. The inventor can also suggest the names of Members of required expertise that can evaluate the creativity, originality and innovativeness of the invention. The objectives of the committee would be following:

- a. To determine and assign the ownership of the IP. It is up to the committee to decide whether the ownership would be restricted to an individual, institute (institute projects) or a joint ownership in case of externally funded project.
- b. To evaluate the IP on the scale of originality, usefulness, and practicability of the invention.
- c. To decide whether or not the invention has commercially applicability.
- d. The evaluation process of the IP should be completed within a maximum time limit of 90 days.

- e. Upon the evaluation, if the committee decides against the application of the IP to support, then the institute shall claim no ownership of the invention and all the rights shall automatically go to the inventor/s.

5.2. IP Ownership:

- a. KBC-NMU Jalgaon would hold the ownership rights when the IP is developed by the students, faculty, staff, or any external personnel not related to KBC-NMU by using the funds or facilities available with the institute.
- b. However, in case a payment has been made by the individual to the institute for utilization of facilities, KBC-NMU cannot claim the exclusivity in the ownership and hence an agreement on mutual accord can be reached that provides joint ownership rights to the inventor and KBC-NMU.
- c. In case when an IP is developed as a part of work that has been funded by external agencies or consultancy, then a joint ownership must be established with proper rights to license the innovation.
- d. In issues of copyrightable material such as software, lectures (video lectures), books, circuit designs, images developed by KBC-NMU personnel for use by external agency or industry, the institute shall claim the rights for the ownership of the IP. However, the developers shall be free to use the IP for research and teaching purposes by reverse license agreement with KBC-NMU. The institute shall not claim any copyrights on the books and research scientific articles authored by individuals of KBC-NMU. It is, nevertheless expected from the authors to gratefully acknowledge the institute for any assistance. Also, KBC-NMU reserves the right to use the IP for academic purposes.
- e. Additionally, the developers shall hold the ownership rights if the IP is developed outside their area of regular assigned work of research and teaching or without any significant use of institute's resources and facilities. For theses and dissertation reports related to academic activity, the students will hold the ownership rights. However, the students should give a royalty-free right to KBC-NMU to use the reports for academic purposes, as and when required. An agreement for the same must be included in the theses properly signed by the student, department head and Dean R&C. Moreover, in case an application has been made for grant of IP and not yet granted, an agreement for thesis confidentiality at the time of thesis submission should also be included.

5.3. Obtaining Rights:

In case the review committee decides in favor of protecting the IP, the institute shall follow the following to ensure IP protection:

- a. The institute should appoint and provide an attorney to draft the IPR application as appropriate for the invention.
- b. The institute shall bear all the costs related to access of IP databases, for IP search, prior art etc.
- c. The institute shall also bear the expenses for drafting and filing the IP application. This also includes the cost for filing overseas applications. In any case, if the institutional committee decides against the IP evaluation; all these costs have to be borne by the inventor personally.

6.0 Disclosures and Confidentiality:

Following procedure should be followed for disclosure of the IP by the inventors.

- a. For all the IP produced and developed at the institute, i.e. KBC-NMU, the inventors have to disclose the IP to Dean (R&C) in a proper format (IP disclosure form) at the earliest. With this disclosure, the inventors would assign the rights of the IP to the institute. Similarly, the students of the institute are expected to submit their IP disclosure form along with their thesis work (B.Tech, M.Tech or PhD) properly signed and forwarded by their supervisor. It would be the responsibility of the institute to maintain the confidentiality of the IP once it has been submitted to the committee for evaluation for assessment for filing and possibility of commercialization.
- b. For all the IP generating from the externally funded projects and collaborative project, the IP disclosure shall be done as per the contract terms and conditions.

7.0 Revenue Sharing:

- a. Upon commercialization of the intellectual property developed at the institute, the revenue generated by the royalty payments would be shared between the institute and the inventors with a respective percent sharing of 40% by the institute and 60% by the inventor.
- b. In case of multiple owners of the IP other than the institute, the owners shall come to an agreement before filing the IP as to how to share the revenue.

8.0 Conflict of Interest and Jurisdiction:

It is the responsibility of the inventors to disclose any conflict of interest or potential conflict of interest prior to applying for evaluation to the institute's committee. In case of any dispute, the aggrieved party may contact the Member Secretary, IPR Cell. In all circumstances, the decision taken by the Vice-Chancellor, KBC-NMU would be final and abiding by all. All the agreements or contracts signed by KBC-NMU will be under the Jalgaon jurisdiction.

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ANNEXURE -I

Intellectual Property Disclosure Form

Title of the Invention

Name and Affiliation of Inventor(s)

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.....

Brief description of the invention

Describe the invention so that the other faculty who are knowledgeable in the field can evaluate the technical and commercial merits of the invention.

You may include following in your description;

- a. How does this invention relate to new processes, machines, compositions of matter?
- b. How is the present invention an improvement over existing comparable invention?
- c. Has the invention been tested experimentally? Are experimental data available?
- d. Has invention been patented or protected under confidentiality agreement?

(Please attach sketches, drawing, photographs and other materials that illustrate the description).

Commercial Potential

- a. What are the possible uses / application areas and / or product you feel may embody aspects of your invention?
- b. Who is the possible end – users of the product?

Prior disclosure and possible Intent

- a. Has the invention been disclosed to industry representatives or third parties? if yes, Name companies and specific individuals and their titles.
- b. Has any commercial interest been shown in it and of what nature?

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ANNEXURE – II

UNDERTAKING

I /We the undersigned, hereby certify that the Work _____ has been undertaken by the undersigned at KBC-NMU Jalgaon, making use of significant use of KBC-NMU Jalgaon resources.

I/ We hereby agree to abide by the provision of the intellectual property policy of the Institute.

Signature(s):

Signed this _____ day of _____ (Month), _____ (Year)_____.

Name(s):.....

Address:.....

.....

.....

.....

.....

ANNEXURE - III

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (“Agreement”) is by and between The National Institute of Technology, Jalgaon (herein after referred to as “KBC-NMU”) having its address at Umavinagar, Jalgaon, 425001 and _____ (hereinafter referred to as “Company”), a corporation having a business address at _____ on this day _____ month _____ year 20 _____ being the date when this agreement comes into force.

I. RECITALS

- a. KBC-NMU and Company wish to exchange certain information pertaining to _____. This exchange includes all communication of information between the parties in any form whatsoever, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential.
- b. KBC-NMU and Company wish to exchange the information for the sole purpose of _____ and each party regards certain parts of the Information it possesses to be secret and desires to protect those parts from unauthorized disclosure or use (such secret parts being hereafter collectively referred to as “Information”).
- c. KBC-NMU and Company are willing to disclose Information (as “Disclosing Party”) and receive Information (as “Receiving Party”) on the terms and conditions set forth herein.

II. AGREEMENT

In furtherance to the above mentioned, KBC-NMU and Company agree to the following:

1. The Receiving Party will:
 - a. Not disclose Information of Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both parties in maintenance of confidential information
 - b. Use the Information only for the above mentioned purpose.
 - c. Restrict disclosure of the Information of the Disclosing Party solely to those employees of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.

- d. Advise each such employee, before he or she receives access to the Information, of the obligations of Receiving Party under this Agreement, and require each such employee to maintain those obligations.
 - e. Within fifteen (15) days of notice furnished by either party, the party receiving such notice shall return to the other Party all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to the other Party, in writing, the destruction of such materials.
2. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Information received from Disclosing Party which
 - a. was known to Receiving Party prior to disclosure by Disclosing Party,
 - b. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
 - c. is or becomes generally known or publicly available other than by unauthorized disclosure,
 - d. is independently developed by Receiving Party or
 - e. is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
 - f. is required by law or decree.
 3. The Information shall remain the sole property of Disclosing Party.
 4. Neither Disclosing party makes any representation with respect to and does not warrant any information provided under this agreement but shall furnish such in good faith. Without restricting the generality of the foregoing, neither Disclosing party makes any representations or warranties, whether written or oral, statutory, express or implied with respect to the information which may be provided here-under, including without limitation, any warranty of merchantability or of fitness for a particular purpose. Neither Disclosing party shall be liable for any special, incidental or consequential damages of any nature whatsoever resulting from receipt or use of the information by the receiving party.
 5. Neither the execution of this Agreement nor the furnishing of any Information hereunder shall be construed as granting either expressly or by implication, any license under or title to any invention, patent, copyright, trademark or trade name now or hereafter owned by or controlled by the party furnishing the Information.
 6. The Receiving Party will not export, directly or indirectly, any technical data acquired from Disclosing Party or any product utilizing any such data to any third party, without first obtaining approval of the Disclosing Party.
 7. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred (subject to contract).
 8. The obligation of this Agreement shall be continuing for a period of ___ years after the disclosure has been made. However, KBC-NMU is free to use the Information solely for the purpose of teaching after a period of ____ years.

9. This Agreement can be terminated on thirty (30) days written notice by either party. However, Receiving Party's obligations of confidentiality and restrictions on use of the Information disclosed by Disclosing Party shall survive termination of this Agreement.

This agreement will be construed and governed in accordance with the laws of India. Any dispute arising out or in connection with the agreement shall be settled within the jurisdiction of Mumbai courts.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

For

KBC-NMU, Jalgaon

Name :

Date :

Witness :

For

Company

Name :

Date :

Witness :

For approval purpose

- History of Document: Issued with approval of Vice Chancellor.

Approved by	Date	Resolution No.
(i) Academic Council	04.12.2020	AC-A-79/2020
(ii) Management Council		
