

INTELLECTUAL PROPERTY (IP) POLICY DOCUMENT

<u>Disclaimer:</u> This policy does not constitute legal advice and are intended to serve only as guidelines of establishing an effective IPR policy model for Karnavati University, in the light of the Intellectual Property Guidelines for Academia in Gujarat. This policy, in any manner, do not construe or guarantee as promise for, or assume responsibility for any financial assistance or obligation whatsoever. This policy is to be read as complementary to and not in derogation of the various laws concerning Intellectual Property and any other laws of the country, for the time being in force.

<u>PREAMBLE</u>

In this contemporary world, Intellectual property (IP) plays a vital role in preserving and commercializing the intellectual outcome of an Institute. The intangible assets of an organization - such as knowhow, inventions, brands, designs and other creative and innovative products - are, today, often more valuable than its physical assets. Keeping this in mind, *Karnavati University* (hereinafter referred to as "University"), aims to widen its wings of holistic education and instilling passion of research and development among its faculty, Staff and Students.

The University recognizes its responsibility to produce and disseminate knowledge by encouraging the production of creative and scholarly works and the development of new and useful materials, devices, processes, and other intellectual property, some of which may have potential commercial value. These activities will further contribute to the professional development of the individuals involved, enhance the reputation of the University, provide additional educational opportunities to students, support the start-up, innovation, research development among the students, staff and faculties and promote social wellbeing.

Inspired by "National Innovation and Start-Up Policy" (NSIP), "Atal Innovation Mission"3 and "Student Start up and Innovation Policy (SSIP)" Gujarat, the University has adopted this Intellectual Property (hereinafter referred as "IP") Policy with an aim to provide guidance to academic and non-academic staff, students and scholars on the practices and the rules of the university regarding intellectual property rights (IPR) and obligations which include the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements.

PURPOSE STATEMENT

The University wishes to underscore the importance of IP and urges all faculty, staff and students to document their innovative and creative outputs with a view to identify and protect their IP. The University is keen to facilitate IP generation, protection and its application for shared benefits to both University and inventors/creators in a transparent manner. For the facilitation of the IP policy, the University shall constitute the Intellectual Property Facilitating Centre (hereinafter referred as "IPFC") at its campus in Gandhinagar, Gujarat. The office of the IPFC shall deal with all activities relating to IP of the University.

OBJECTIVES OF IP POLICY

The main objective of this IP policy is:

- 1. To facilitate IP generation, protection and its application for the shared benefit of the university and the inventor/creator;
- 2. To promote and encourage scientific research and technological development
- 3. To provide an environment that supports and encourages innovation and development for the greatest public benefit;
- 4. To provide the mechanism for preservation and use of intellectual property and procedures through which invention and discoveries made in the course of university research are disseminated to the public through the transfer of technology;
- 5. To extend legal support in all aspects such as research-related activities and maintaining relationships with the inventors/creators;
- 6. To identify the university's procedures on the ownership, protection and commercialization of the IP;
- 7. To safeguard the fair disbursal of the economic benefits of the IP commercialization among all the inventors/creators.

WHAT IS INTELLECTUAL PROPERTY?

Intellectual property refers to creations of the mind: inventions, literary, artistic works, symbols, names and images used in commerce that qualifies for legal protection under relevant legislations regulating and governing various forms of IP Rights (IPR). They allow creators, or owners, of patents, trademarks or copyrighted works to benefit from their own work or investment in a creation.

Broadly, IP could take the form of any invention related to scientific, technological, social, societal, and business development namely: patent, industrial design, trademark, copyright, mathematical models, business models, confidential information, technical know-how, mask works, process, plans, circuit, diagrams, specifications, guidelines, graphics, training materials, software programs, records, drawings, poems, stories, murals, artefacts, novels, instruction guides, logo, study materials, new techniques, algorithms, concepts or any other form as per the need and development.

The several types of IP can be broadly listed as follows:

- Patents 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, mechanical or
 technological solution to a problem. The criteria for patentability are novelty, nonobviousness to the expert and industrial or commercial application.
- Copyrights An exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings and the like.
- Trade/Service Marks An exclusive 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.
- Industrial Designs An exclusive right to protect the features of shape, configuration, pattern, ornament or composition of lines or colors applied to any article whether in two dimensional or three dimensional or in both forms.

- Integrated Circuit Layout Designs An exclusive right for 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.
- Traditional Knowledge- Knowledge developed by the indigenous or local communities for the use of a natural resource with respect to agriculture, food, water, medicine etc. over a period of time and has been passed from one generation to another traditionally.
- Geographical Indications An exclusive right to identify goods as agricultural goods, natural goods as originating 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.
- Know-how and Trade Secret Any form of confidential information pertaining to technical know-how including lab notes, results of analyses, research notes, research data reports, chemical, pharmacological, toxicological, clinical, analytical and quality control data, trial data, prototypes, information contained in submissions to and information from ethical committees and regulatory authorities, etc. 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 non-disclosure agreements (NDA) with the other parties.

WHOM THIS IP POLICY IS MEANT FOR?

This IP policy covers all human resources of the University (hereinafter referred as "inventors/creators") including students, staff and the faculty.

It also covers adjunct/visiting faculty, the industry experts, individual research scholar, scientist, companies, firm, institutions, research centre, vendor, supplier or any other business partner, engaged or collaborated directly or indirectly in research and development, innovation and intellectual & scientific pursuits being carried at the University. It is also applicable to the employee of the University who is under lien, sabbatical, training, visit or internship to other organizations (hereinafter referred as "collaborative researchers").

IP GENERATION AND OWNERSHIP

• Joint Ownership of Inventor/Creator and the University

Unless specifically agreed in writing, all forms of IP arising from the research carried out at the University, from conceptualisation of invention/creation to its development, while utilising the university's resources/funds/facilities, shall vest in and be the joint property of the inventor/creator and the University.

Exclusive Ownership of University

The University shall be the absolute owner of the IP created in the years of work with simultaneous or sequential contributions over time by multiple academicians and students. University may grant an exclusive and gratuitous license of the said rights to the company/firm/LLP or any other entity formed by the inventors for the purpose of its commercialization.

• Exclusive Ownership of Inventor/Creator

When the IP is created

- I. Without significant/substantial usage of University's resources/funds/facilities, and
- II. without using any funds/facilities of any sponsoring agencies, external consultants, funding agencies or collaborating institutions of the University

In the above such cases, the inventor/creator shall be the absolute owner of such IP and shall bear the cost of registration of such IP.

• Joint Ownership - Sponsored and Collaborative Research

- I. The ownership of IP created, authored, discovered, invented, conceived or reduced to practice during the course of sponsored or collaborative research undertaken jointly by the University with the collaborating institutions or collaborative researchers shall be owned by the University unless otherwise specified through explicit agreement with the collaborating institutions.
- II. In case of such jointly owned IP, the collaborating institutions or collaborative researchers will be requested to bear the proportionate cost of filing and maintaining of the IP;
- III. Where the collaborating institutions or collaborative researchers are not forthcoming for filing IP application, the University at its discretion will meet the entire cost of filing and protection of IP with absolute ownership of such IP;
- IV. 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.
- V. Sharing of the IP can vary on the basis of (a) Contribution of Parties, (b) MOU, (c) Agreement

Copyright Ownership

- I. In case of textbooks, research books, articles, reports, monographs, teaching course material, continuing education program material, learning resource materials, courses captured in video format or any other digital form and other scholarly publications authored by faculty and staff of the University, copyright including the royalty rights will be owned by the University unless otherwise provided. In continuing education program, University owns the course structure, outline and the promotional material.
- II. For work like novels, literary articles, reports, poems, musical compositions and other related works copyright will be owned by the author and can further license their work:
- III. In case of term papers, laboratory records and of other documents that are produced by a student of the University during the course of his/her study, copyright will be owned by the student provided the thesis does not include any information that needs IP protection by the University and the student has not received any financial support from the University for this research. University gets a non-exclusive, non-commercial license for the display and use of the thesis for academic and research purposes. Students who wish to publish their thesis as a book or any other publication shall seek prior written permission from the IPFC.

Under all circumstances University always reserves right to use the IP generated for its academic and research purpose. It is also mandatory for the inventor / author to obtain all necessary permissions while using the copyright material. University is not liable for any copyright violation by the inventor or the author.

DISCLOSURE OF IP

All potentially patentable inventions or other potential IP conceived or first reduced to practice in whole or in part by the inventor/creator, created in individual capacity or with collaboration or support of the university (utilizing university's resources/ funds/ facilities/ collaborations/ consultants) will have to be disclosed to the university. The necessary disclosures will have to be made for the work in progress IP creations too. Further, if the university deems any IP fit for patent, ownership or licensing, then also the creators will be bound to do the mandatory disclosures.

As public disclosure, before initiating steps for formal protection of IP could inadvertently kill its novelty and thereby the IP, there shall not be any such disclosure, until IPFC grants written permission to do so, after evaluating the technology and communicating a decision on whether to pursue the protection of the IP or not. However, IPs created without using university resources are not bound by a non-public disclosure clause, hence, such IPs are publicly sharable with written consent from the university.

PROCEDURES

- Evaluation of IP for Protection and Commercial Development
- I. Inventor shall disclose the invention through an invention disclosure form (Annexure A) and submit to IPFC.
- II. Invention shall be evaluated in terms of scientific merit, novelty, its applicability and market potential. All potential IP arising out of the research conducted at the University shall be protected on the basis of the evaluation of IP including its commercial potential.
- III. University may also waive the IP right if the IPC is of the opinion that it is generated without using substantial resources of the University.
- IV. IPR waiver may also be given when inventor does not use University provided or administered funds in connection to the IP development which had been made on personal, unpaid time of the inventor. For all such IP waivers inventor shall approach IPC in advance seek such waiver in writing.

• Filing of IP

I. All applications for IP shall be filed jointly by the inventor and the University. The inventor/creator shall be the applicant and the University shall be the co-applicant for the said application for IP registration. The cost of application will be borne by the University, except when the IP is created inventor/creator without significant/substantial usage of university resources/funds/facilities or as per the provision specified in this policy.

- II. All applications shall be considered for filing in India. A decision on annual renewal of IP rights will be taken by the IPC.
- III. Any patent which needs protection outside India, the procedure shall be to first file a provisional patent in India and within 12 months, file under a Patent Cooperation Treaty (PCT) application along with an application for filing an Indian patent. Based on the merit of the invention, the approval for PCT filing shall be based on the recommendation of the IPC. If there are no takers for the technology within 36 months from the date of filing, the University shall not assume the responsibility of further payments.
- IV. In case the inventors are interested in pursuing the IP, the University shall re-assign such IP rights back to them to sustain such IP on a condition that the inventor pays back the University the initial expenses incurred by the University for filing the IP. If an inventor decides to abandon or withdraw the application for a patent at some mid- stage of processing, prior approval of the IPC is required.
- V. Whenever institute assigns the right of the IP to its creators, the creators may reimburse all the costs incurred by institute, which includes protection, maintenance, marketing and other associated costs decided by separate contract or agreements.
- VI. In case of defining any additional rights and terms, pertaining to IP, separate contract or agreement shall be executed or shall be governed by the IP clause already incorporated in the agreement at the time formalizing the relationship between the university and the inventor/creator.

TECHNOLOGY TRANSFER AND IP LICENSING

University envisages a fine balance between a need to protect the IP and its commercialization.

- I. The University IP either held in the name of University or in the name of the university as a co applicant or jointly with other collaborating institution shall be marketed for commercial exploitation under agreements involving technology transfer, licensing and revenue sharing models.
- II. The IPFC shall identify potential licensee for its commercialization or may contract the IP to any outside agency for its commercialization.
- III. In case of joint IP, the collaborating institution/ sponsoring agency will have the first right to commercially utilize and exploit the IP emanating from the collaboration activity, whether or not the same have been formally protected by patent.
- IV. In case the other collaborating institution/sponsoring agency is not undertaking the commercial exploitation within a reasonable period of two years from the first date of development of the technology, the University reserves the right to transfer the said know-how to a third party for its commercial exploitation and use.
- V. University reserve the rights to extend, modify or terminate the type of license.
- VI. Irrespective of the license type, University shall always retain the exclusive right of IP for its academic and research usage which includes right to publish, use of the technical data, the method or product

REVENUE SHARING

Upon grant of IP under a given category such as Patent, Copyright, design, trademarks, inventor may decide to incubate their findings/ innovations at Incubator namely 'Karnavati Incubation and Innovation Foundation' following which a separate 'MoU' will be required to be signed between inventor and incubator at such terms and conditions that may be applicable.

IPC FUND

The University may examine to institute an 'IPC Fund' by investing corpus amount every year and accumulating part of the revenue generated from licensing/assigning and other resources to support IP activities of the University. The IPC fund will be managed by the IPC of the University.

CONSTITUTION OF THE IP COMMITTEE (IPC)

The IP Committee (herein referred as "IPC") will be the core administrating body, which will be responsible for evolving detailed procedures to facilitate implementation of the IP policy of the University. The IPC Committee shall essentially work as a policy formulating committee while the executive actions will be carried out by the IPFC. The periodic amendments recommended by the IPC shall be adopted by the University after due process of approval from the Board of Governors of the University.

The IPC shall have 13 members and will be headed by the Provost/Vice Chancellor and will have the following structure:

SR. NO.	NAME	NAME DESIGNATION	
1	Dr. A K S Suryavanshi	Vice Chancellor (Provost), Karnavati University	Chairman
2	Mr. Jaideep Banerjee	Head of Karnavati Incubation and Innovation Foundation	Member Secretary
3	Mr. Jatin Trivedi	Sr. Partner, Y J Trivedi & Co.	Subject Expert
4	Ms. Revathi Kant	Chief Design Officer - The Titan Company Ltd.	Subject Expert
5	Ms. Ridhima Sharma	Head, Legal & International Affair, Karnavati University	Subject Expert
6	Dr. Ashok Pundir	Senior Professor, NITIE – Mumbai (from URC)	Member
7	Dr. Dipti Shah	Principal, Karnavati School of Dentistry	Member
8	Col. Surojit Bose	Director, Unitedworld Institute of Design	Member
9	Dr. Ayaz Ahmad	I/c. General Administration, Unitedworld School of Law	Member
10	Dr. Deependra Sharma	Dean, Unitedworld School of Business & Unitedworld School of Liberal Arts & Mass Communication	Member
11	Dr. Raju Shanmugam	Dean, Unitedworld School of Computational Intelligence	Member
12	Dr. Kishor Bhanushali	Dean, School of Doctoral Research & Studies	Member
13	Mr. Tariq Ali Saiyed	Registrar, Karnavati University	Member

Additionally, two members (faculties preferred) from each institute, nominated by the Dean of the respective institute, will act as the IP coordinators of the institute.

Governance Terms of IPC

- I. Except the chairman, the general term of the members of IPC is fixed to a period of 2 years from the date of appointment through official notification(s)/circular(s) issued by the university.
- II. The members of IPC shall be appointed by the chairman though official notification(s)/circular(s)
- III. In case at the time of appointment of IPC members, the designated representative is not available, the second senior official will be appointed, eg. In case of non-availability of the dean of an institute, the associate director of the respective institute will be appointed as the member of IPC. This shall be at the sole discretion of the chairman.
- IV. In any case of a member of IPC resigns or leaves the institution then the position will be terminated de-facto and afresh appointment will be instituted within 40 days from the date of vacancy of such post.
- V. Notwithstanding anything relating to the objectives of promotion of IP and Protection and Commercialization of IP, the Chairman (along with Member Secretary & member of research committee who are part of IPC) shall hold certain reasonable discretionary powers to decrease and/or increase the members of IPC and also to re-constitute the body of members of IPC.
- VI. The IPC shall meet whenever necessary. However, it is recommended that the committee members must have a review meeting once a month.

Scope of IPC

The scope of activities of the IPC shall include the following:

- I. Advise on formulating awareness programmes, trainings, workshops for educating faculty, staff and students about IP at the University;
- II. Approve procedures, forms, draft agreements and guidelines for implementation of the IP policy at the University;
- III. Recommend expert groups in different subject domains for assessing and recommending proposals for IP filing. It may appoint expert group with members from within and/or outside the University to seek their opinion in carrying out any of the above responsibilities;
- IV. Appoint staff or consultants to facilitate IP generation, protection and its application.
- V. Interact with the inventors, evaluate invention for patentability and commercial potential, act as advisory to the inventor for all matters including filing applications for protection of IP;
- VI. Assist with drafting, negotiating, advising and monitoring all confidential agreements, vendor contracts, visitor participation agreements, license agreements, non-disclosure agreements, revenue-sharing agreements and material transfer agreements of the University with special reference to IP relating matters;
- VII. Advise on approaching funding agencies, venture capitalists etc. for funds for promotion of IP activities, filing, licensing/assigning of IP on revenue sharing basis;
- VIII. Recommend waivers and release of IP to inventor and/or third party within the framework of IP policy of the University;

9

- IX. Redress any conflict, grievance regarding ownership of IP, processing of IP proposals, infringement and interpretation of various clauses of IP policy;
- X. Propose amendments from time to time for consideration of the University authorities;
- XI. Pursue the licensing of technology by undertaking market evaluation for the technology concerned, identifying third parties to commercialize it, entering into discussions with potential licensees, negotiating appropriate licenses or other agreements and post-transfer monitoring of the technology and for tracking performance of the obligations of the licensee;
- XII. Collaborate with colleges/Centres of Excellence, incubator and other areas of the University to foster an inter-sectional model encouraging IP filing.
- XIII. Carry out audit of process to achieve optimization of resources, under the umbrella of "IPFC"

INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY

- I. As a matter of policy, the University shall, in any contract between the licensee/potential licensee, collaborating institutions, service provider and other educational institutes, seek indemnity from any legal proceedings arising from development and commercialization of University IP including, but not limited to, manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation;
- II. The University and IPFC shall also ensure that an indemnity clause is built into the agreements with licensee(s) while transferring technology or otherwise dealing with technology or copyrighted material or other proprietary material owned by the University;
- III. The University shall retain the right to engage in or desist from or not in any litigation concerning infringement of any IP or the terms of any licenses or any other arrangements.

CONFLICT OF INTEREST

Inventor(s) are required to disclose any conflict of interest or potential conflict of interest to the IPFC. In case of any conflict of interest with respect to any provisions in any agreement or any arrangement involving any of the inventor(s) of University with third party, the provisions of this IP policy shall prevail;

If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company, then they are required to disclose the stake they and /or their immediate family have in the company. Under such circumstances, the license or an assignment of rights for a patent to the potential licensee shall be subject to the approval of the IPFC.

DISPUTE RESOLUTION

In the event of any dispute, controversy, claim or disagreement of any kind whatsoever between the University and inventor(s) of the University, collaborating institutions or any service provider regarding the implementation of the IP policy, or in connection with or arising out of any agreement or the breach, termination or invalidity thereof between or among the parties thereto,

or any person claiming under any of them, the concerned parties concerned shall promptly submit the matter before the Chairman, who will constitute a redressal committee out of members of IPC and thereafter such committee, so formed, shall meet, discuss and resolve it. If no resolution could be reached within 15 (fifteen) days following the date on which one of the parties first notifies in writing to the other(s) of its request that such a meeting is to be held, then, the dispute shall be resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the Rules there under, as amended from time to time. The arbitration shall be conducted by a sole arbitrator, who shall be a person appointed by the Vice Chancellor of the university. The venue of such Arbitration shall be at Ahmedabad, India. The arbitration shall be conducted in the English language.

JURISDICTION

As a policy, all agreements to be signed by the University will have the exclusive jurisdiction of the courts in Ahmedabad and shall be governed by appropriate laws in India.

<u>AMENDMENTS</u>

To begin with, this policy will be in operation till 30th June 2022. The same will be then reviewed for further period based on the experience and learnings during the implementation. This policy then may be reviewed, amended, modified, suspended or withdrawn by the Management at any time.

Annexure - A

INVENTION DISCLOSURE FORM (AN INTERIM VERSION)*

Date of submission:

			o fill up the d Karnavati				n applio	cation for	filing a pa	tent by the
[General	Patent I	nformation:	In order to ol	otain patent	protection,	your invention	on must	demonstr	ate the fol	lowing:
•	Useful:	the invention vious: The in	invention mu n must have a vention must	an actual use	and not be	just a subjec	t for ad	ditional re	esearch	
1.	Title of	the project	/ invention _.							
2.	Name		inventors							
	[Note: Please include the names of all co-inventors. Co-inventors include any individual who has conceived or contributed to an essential element of the invention, either independently or jointly with others, during the evolution of the technology or reduction to practice									
	Inventor:									
	o Name :									
	o Designation:									
	0	o Department:								
	0	o Phone/Fax/e-mail:								
	0	o Home Address:								
	(Please add additional names if needed)									
3.	Source of funding for the project:									
	Institute funding / Industry funded / Govt. aided / consultancy - with or without prior contractual									
	agreement / Any other:									
4.	Resources Utilized at Karnavati University: Yes No									
	If yes please give details									
5.	Is the w	ork bound	by any agree	ement / con	tract / MO	U? Ye	s	1	No	
	If yes p	If yes please give details								

	Is the patent (to be filed) for a process or product?			
	General area of the patent application to be filed:			
	Description of the invention (not more than 200 words)			
	[Note: In describing the technology, please provide when possible, information covering the following points			
	a. the general purpose;			
	b. a technical description;			
	c. the advantages and improvements over the existing methods, devices or materials; and,			
	d. the economic potential or commercial applications for the technology,			
	e. The problem for which solution was researched			
	f. The invention namely the solution to the problem]			
	Origin of the idea / invention: who and when?			
0.	Details of Students / faculty/ staff who participated in the invention but are not inventors:			
	Name / degree registered for:			
	Department / roll no./ employee code:			
	E-mail:			
	Home Address:			
	Signature:			
	(Please add additional names if needed)			
	Any help received from others in conception of the idea?			

*The IP Committee reserves its rights to change, amend or modify this form anytime and the updated form shall be notified.

12.	Date of start of the project					
13.	. Other applicants (collaborating partner organisations)					
14.	Background Research and Prior Art					
-	ase describe the information obtained through literature search details on existing public knowledge in the terned field. Include journals and other publications and relevant patent databases]					
15.	Has the work been displayed anywhere?					
10.						
16. Has the work been reported / published / presented						
	anywhere?					
17.	Has any related patents been filed by the inventor earlier?					
10	Unique features about the work done with respect to prior art that satisfy patentability criteria					
10.	a. Is the work a mere extension of common known knowledge?					
	a. Is the work a mere extension or common known knowledge.					
	b. Has the work filled a major gap in prior art? If yes, a brief description of this gap.					
	c. Any environmental issues?					
	d. What aspect of the invention needs protection?					
	·					
19.	Has the work been systematically and chronologically documented?					
	How?					
20.	Commercial aspects of the invention/ technology					
	developed					

21.	Any costing of the product / process / invention been done?	
22.	Any industries / companies interested in licensing the work	
	[List any companies which you believe may be interested in your invention]	
23.	Is the work	
	a. Completed and results validated?	
	b. At a basic conceptualisation stage?	
	reby declare that all statements made herein of my/our own knowledge nts are believed to be true [to be signed by all inventors].	are true and that all
Inventor (Please	Signature add the above line in the same format in case of more inventors)	Date
For IP	FC office only:	
Recor	nmendations (if any):	
Sign o	f HoI	
Appro	ved for filling: Date of approval//	
Chairr	nan - IPC	Member Secretary - IPC