

ख़्वाजा मुईनुद्दीन चिश्ती भाषा विश्वविद्यालय,  
लखनऊ

**KHWAJA MOINUDDIN CHISHTI  
LANGUAGE UNIVERSITY,  
LUCKNOW**

**U.P. STATE GOVERNMENT UNIVERSITY**



**Intellectual Property Rights (IPR) Policy**  
**and Guidelines**

## **1. PREAMBLE**

Khwaja Moinuddin Chishti Language University seeks to provide an academic ambience that fosters innovation, creative work and dissemination of knowledge. The Intellectual Property Rights Policy of the University aims to promote creativity, innovation, and entrepreneurship. The policy lays guidelines on the practices and rules of the University regarding intellectual property rights (IPR) and obligations which include its ownership, commercial exploitation, technology transfer and confidentiality requirements.

## **2. SCOPE**

This policy will apply to all faculty members, staff, research scholars, students, and non- employees including visiting faculty, affiliate and adjunct faculty, industrial personnel, researcher etc who participate in research projects in the University requiring University assistance or utilization of University resources.

## **3. DEFINITION OF TERMS**

**Author:** An author is as defined under Section 2(d) of the Copyright Act, 1957.

**Collaborative Activity:** It is the research undertaken by the personnel of the University, in cooperation with industry and/or another researcher(s), who are not the personnel from the University.

**Creator:** It refers to the researcher who contributed to the creation of the Intellectual Property (IP) (copyrights, designs and trademarks).

**External Partners:** It includes Government of India, State Government(s), Local Self-Governments, Government Departments, Foreign Governments, International Organizations, Public Sector Undertakings (PSUs), all types of Private Sector Organizations, Multinational Corporations, Non-Governmental Organizations, and/or other institutions that provide research projects or consultancy assignments to researchers on regular or irregular basis; or any combination(s) of the above,

**Inventor:** It means the researcher who contributed to the creation of the Intellectual Property (IP) (essentially patents).

**Intellectual Property:** Intellectual Property, as provided under Article 1 of the Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS), refers

to all categories of intellectual property that are subject of Sections 1 to 7 of Part II of the TRIPS Agreement.

Intellectual Property Rights: It means ownership and associated rights relating to aforementioned Intellectual Property, either registered or unregistered, and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case, all rights or forms of protection having equivalent or similar effect anywhere in the world.

#### **4. OBJECTIVES OF THE IPR POLICY**

The objectives of Intellectual Property Rights Policy are as follow:

- (a) To enable creators in understanding, identifying and using intellectual property for the advantage of society, university and creators themselves,
- (b) To create awareness among students and employees for creation of intellectual property and its protection;
- (C) To provide a mechanism for intellectual property counseling and advisory services:
- (d) To put down a well-organized, rational, and apparent organizational process for ownership regulation and assignment of IP rights and allocation of revenues generated by IP, created and owned by the University;
- (e) To set up standards for determining the rights and responsibilities of the University, creators of intellectual property and their sponsors with respect to works created in the University;
- (f) To ensure compliance with applicable laws and regulations and enable the University to secure sponsored research funding at all levels of research.
- (g) To enhance the reputation of the University as an excellent academic research institution by pursuing the highest ideals of scholarship and teaching, and by conferring the benefits of that scholarship and teaching to the society:
- (h) To establish an IPR Cell for assisting all innovations, creativity and IPR related activities of students, research scholars and faculty members. The IPR Cell will act as a nodal agency to implement the directive of the draft procedures for IPR;

#### **5. IPR MANAGEMENT**

The University IP shall be managed by the IPR Cell. The IPR Cell shall function with the primary objective of empowering students, researchers and professors to

identify, generate and protect their intellectual property through patents, copyrights, trademarks, designs, etc. The IPR Cell will also take appropriate and sufficient steps to commercialize the intellectual property, which in turn will lead to the creation of fruitful dynamic system

between universities, investors and industries.

### **5.1 Objective of IPR Cell**

The primary objective of the IPR Cell shall be to create an environment where creativity

and innovation are encouraged by Intellectual Property for the benefit of all; where intellectual property brings advancement in science and technology, arts and culture, media and entertainment; where knowledge drives development, and knowledge owned is converted into knowledge shared, where novel ideas, research and scholarship flourish so that it can give rise to leaders, creators and innovators.

### **5.2 Responsibilities**

IPR Cell shall be accountable for piloting the following:

- i. IPR Awareness Programs for students, faculty, researchers, officials, etc.
- ii. Self-Training Workshops/Advanced level awareness programs for students, faculty, researchers, officials, etc.
- ii. IPR Cell shall encourage establishing an environment supporting academic research and development.
- iii. IPR Cell shall make all efforts to ensure the exposure of students, faculty, researchers, officials, etc. to the significant IP law practices.
- iv. IPR Cell shall ensure suitable identification of innovation and research on contemporary issues of national and international relevance and in turn leading to creation of IPR.
- v. IPR Cell shall take all possible steps and efforts to develop collaborative frameworks for partnerships between industry and University at national and international level to initiate research and development of commercial value.
- vi. IPR Cell shall work with the innovation and creativity ecosystem existing in the University.

vii. IPR Cell shall assist in the recording, monitoring and maintenance of the IP portfolio of the University. It may involve an outside counsel/ IP firm for managing its IP portfolio

viii IPR Cell shall work to boost the reputation of the University as an academic research institution and a member of society as well as the repute of the researchers by carrying out the research results to public use and benefit.

ix. IPR Cell shall be an upholder of the University procedures on the identification, ownership, protection and commercialization of IP.

x. IPR Cell shall motivate researchers to identify solutions for problems faced by the industries and tailor research projects around the same, on regular basis.

xii. IPR Cell shall accept all Invention Disclosure Forms and forward applications for IP filing. The IPR Cell may constitute an IPR Assessment committee having internal and external experts based on the nature of application and the proposals may be evaluated on the basis of the recommendation of the committee for approval.

xiii. For filing any IP, IPR Cell may look for required help of professionals working in the area and also take assistance from these entities for legal vetting of research activities and technology-based relationships with third parties.

xv. IPR Cell must ensure that appropriate efforts are taken to address the concerns by developing and instituting as well as adopting an alternative dispute mechanism at the University level.

### **5.3 Organization.**

The IPR Cell will have a basic structure and work dedicatedly towards establishing a creative, innovative and IP friendly ecosystem as well as develop monitoring mechanisms in University. It shall contain the following members:

i. Nodal Officer, IPR Cell: Any one of the faculty members, nominated by Vice Chancellor shall be the Nodal Officer of the IPR Cell and shall be accountable to ensure that all the mandates are followed and the roles and responsibilities for effective functioning of the IPR Cell are clearly defined. Such persons shall additionally be responsible for utilizing his or her network to reach out to industries for collaboration with the university.

11. IPR Coordinators: 2-3 faculty members nominated by the Nodal Officer of the IPR Cell shall be responsible for day-to-day operations of the IPR Cell and will coordinate with the students and faculty.

iii. Two External Experts: The Cell may nominate two external members with expertise in the field of Intellectual Property Rights for evaluation and guidance of IP projects of the University.

iv. Student Coordinator(s): Two student members having interest in the field of IPR shall be appointed as student coordinators. They will work under the supervision of the IPR Coordinators to achieve the objectives of the IPR Cell.

All members of the IPR cell must have basic knowledge on IPRS

## **6. IPR CONTRACTS AND AGREEMENTS**

All agreements in relation to IPR for activities undertaken by any University personnel need to be approved by the University. The creator or inventor shall comply with the IPR policy and keep the IPR Cell informed of any specific disclosures or joint patent filings with external parties. The Nodal officer will act as the forwarding authority in all categories of agreements. All agreements to be signed by the University will have the jurisdiction of the court in Lucknow and shall be governed by appropriate laws of India.

## **7. OWNERSHIP OF INTELLECTUAL PROPERTY**

### **7.1 Applicant and Inventors**

(a) In all the applications filed by the University for the ownership of IPR, the persons who have directly contributed intellectual inputs shall be mentioned as inventors.

(b) Any IPR filed by the University personnel must be filed with University ownership mentioning "Khwaja Moinuddin Chishti Language University" as an applicant and with faculty, staff, students, etc., persons who own the idea as inventors.

(c) Applications for IPR shall be forwarded through the IPR Cell of the University for the funding as well as for their consideration as part of the annual performance evaluation of the Inventors.

## **7.2 Ownership Rights**

7.2.1 Intellectual Property of any kind will be owned by Khwaja Moinuddin Chishti Language University and the creator jointly in either of the following conditions:

The IP was created with significant use of funds or facilities of Khwaja Moinuddin Chishti Language University, Lucknow.

The IP was created (1) as a part of normal professional duty or (ii) work for hire (iii) as a part of academic research and training leading towards degree or otherwise.

The IP was created in the course of or in pursuant of a sponsored/consultancy research agreement with Khwaja Moinuddin Chishti Language University, Lucknow. (In such cases IP ownership will be governed by the clauses mentioned under the agreement)

7.2.2 In case of external funding by Government Departments, NGOs, CSR, Corporate Groups, Foundation, Trust, Industry or any other agency, it shall be owned by the University, creator/inventor of IP and the founding agency jointly as per the terms mentioned under the MoU signed between Khwaja Moinuddin Chishti Language University and the funding agency.

7.2.3 IP created by the personnel of Khwaja Moinuddin Chishti University, Lucknow without the use of significant use of the University and/or not related to the profession for which the person is employed at the University, shall be solely owned by the creator.

7.2.4 In case of collaborative work involving more than one organization, the ownership shall be decided as per common terms agreed upon by the collaborating Institutions.

7.2.5 All the expenses (statutory fee, patent attorney's fee, taxes, etc.) for processing the IPR application will be borne by Khwaja Moinuddin Chishti Language University depending upon the availability of funds.

## **8. REVENUE SHARING**

The revenue generated from the Intellectual Property shall be distributed as follows:

1. When University is the Creator, the income from economic use of intellectual property will be shared amongst the University, Research Team and Support Staff (as recommended by the Creator/Inventor) as 60%, 30% and 10% respectively.

2. When the individual researcher or a team of researchers is the Creator and has used substantial resources of the University, the Revenue shall be shared amongst the individual researcher, team of researchers, the University and Support Staff (us recommended by the Creator/Inventor) as 60%, 30% and 10% respectively.
3. When the creation is the result of funded research, the income from economic use received from the funding Institution of the research will be shared on revenue sharing basis at the level determined in the agreement between the University and the funding institution. In case there is no such agreement, the revenue will be shared amongst the University, Research Team and Support Staff (as recommended by the Creator/Inventor) as 60%, 30% and 10% respectively.
4. When a Company, Industry or Commercial Undertaking other than Funding Institution is the economic user, the income receivable from the economic user will be as provided in the licensing agreement with that Company, Industry or Commercial Undertaking. Such income will be shared as 60% and 40% between the Funding Agency and the University respectively. The University will distribute the income between the researcher/team of researchers and support staff as 60%, 30% and 10% respectively of the amount received.
5. The shares as mentioned above shall be determined after deducting the direct expenses if any from the total income received by the University.
6. The creator(s) share would be declared annually and disbursement will be made to the creator(s) or their legal heir, whether or not the creators are associated with the University at the time disbursement.
7. Co-creators that is research team members of IP shall sign at the time of disclosure a Distribution of IP earnings agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor.

The University may at any time by mutual consent revise the distribution of IP Earnings.

## **9. DISCLOSURE**

University encourages timely disclosure of all potential IP / Inventions / Innovations



generated (conceived or reduced to practice in whole or in part) by members of the faculty or staff including research staff, doctoral students, students, and visiting scholars) of the University in the course of their University related activities. When the inventors believe that they have generated patentable or commercial intellectual property using University supported resources, they shall report it promptly in writing along with relevant documents, data, and information, to the University through the appropriate authority using the Invention Disclosure Form of the University.

Disclosure is a critical part of the IP protection process for claiming the inventorship. The information shall constitute a complete disclosure of the nature, particulars and other details of the intellectual property, identification of all persons who constitute the Inventor (s) of the property, and a statement of whether the Inventor believes he or she owns the right to the invention.

In the case of the sponsored or collaborative work, the provisions of the contract pertaining to disclosure of the creative work are applied. The Inventor(s) shall assign the rights of the disclosed invention to the University by disclosure.

All such disclosures shall be treated confidentially.

## **10. CONFIDENTIALITY**

All University personnel and non-University personnel associated with any activity of the University shall treat all IP-related information disclosed to the IPR Cell or whose rights are assigned to the University, or whose rights rest with the University personnel, as confidential. Such confidentiality shall be maintained till such date as is demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public. Having filled the Disclosure Form, the creator shall maintain confidentiality, ie, refrain from disclosing the details, unless authorized otherwise in writing by the University, until the University has assessed the possibility of commercialization of the intellectual property.

Subject to the right of academic freedom the University staff shall not directly, except in the proper course of their duties, either during or after a period of their appointment, disclose to any third party or use for their own purposes or benefit or the purposes of any third party, any confidential information about the business of

the University unless that information is public knowledge or he/she is required by law to disclose it.

Creators and University personnel must take care not to disclose confidential details of University-owned intellectual property in their publications, speeches, or other communications.

## **11. APPLICATION OF POLICY**

This policy shall be deemed a part of the conditions of employment for every employee of the University and a part of the conditions of enrolment and attendance of students at the University. Further, the University reserves the right to amend the IPR Policy as and when such a need arises/deemed fit.

All potential creators who participate in a sponsored research project and/or make use of University sponsored resources shall abide by this policy and shall accept the principles of ownership of intellectual property as stated in this policy unless an exception is approved in writing by the University.

## **12. RIGHT TO REGULATE POLICY**

The IPR Cell shall have the responsibility for interpreting the policy, resolving disputes, the application of the policy and recommending changes to the policy from time to time for the approval of the Vice-Chancellor through Registrar. The Vice-Chancellor shall consider such changes recommendations and make a decision thereon after the approval of the Executive Council. The IPR policy may be reviewed after three years or earlier if a major change in the same takes place at the National Level.

## **13. DISPUTE RESOLUTION**

In case of any disputes between the University and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Vice Chancellor of the University. Efforts shall be made to address the concerns of the aggrieved party. The Vice Chancellor's decision in this regard would be final and binding.

## **14. LEGAL JURISDICTION**

As a policy, all agreements signed by the University and dispute(s) arising there from, will be subject to the legal jurisdiction of Lucknow.

## **15. MISCELLANEOUS**

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

(b) The University may waive any obligation arising out of this policy subject to approval from Academic Council. All waivers must be in writing, supported by reasons and duly signed. Any decision to grant a waiver will take into account the best interest of the University and the facts of the particular situation. Every waiver and reasons for it shall be reported to the Executive Council in its next meeting.

(c) The University recognizes the moral rights of the creators of intellectual property and shall endeavor to protect these rights. These include the right of fair attribution of authorship or invention, the need for the work not to be altered in such a manner that it harms the reputation of the creator and an opportunity for the creator to be involved in determining the final outcome of his/her labour.

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