

 <b>ATMIYA UNIVERSITY</b>	<b>NAAC – Cycle – 1</b> <b>AISHE: U-0967</b>	
	<b>Criterion-3</b>	<b>R,I &amp; E</b>
	<b>KI 3.3</b>	<b>M 3.3.1</b>

3.3.1	Institution has created an ecosystem for innovations, Indian Knowledge System (IKS) including awareness about IPR, establishment of IPR cell, Incubation centre and other initiatives for the creation and transfer of technology/knowledge and the outcomes of the same are evident
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# Intellectual Property Rights (IPR) Policy



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Atmiya University, Rajkot-Gujarat-India



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## Intellectual Property Rights (IPR) Policy

### Section 1: Introduction

An Intellectual Property Rights (IPR) policy is a set of guidelines and rules established to manage and protect intellectual property assets. Intellectual property refers to creations of the mind, such as inventions, literary and artistic works, symbols, names, and images used in commerce. These assets can include patents, copyrights, trademarks, trade secrets, and more. An IPR policy typically outlines the principles and procedures for identifying, protecting, and managing intellectual property assets.

The Intellectual Property (IP) policy extends to all students, faculty, and researchers of Atmiya University. This policy is designed to safeguard inventions and innovative works, with the understanding that securing IP rights can lead to commercial benefits for both the researcher and Atmiya University. It's emphasized that publishing a patent without first assessing its potential for IP protection could compromise the opportunity to gain monetary advantages through the licensing of IP rights.

### Section 2: Disclosure

Atmiya University advocates for the timely disclosure of all potential intellectual property, inventions, and innovations created by both staff members and students. Disclosure facilitates the University in promptly taking action to safeguard and share the research endeavours conducted at Atmiya University. The University recognizes various statutory and procedural mechanisms, including but not limited to patents, copyrights, trademarks, design rights, and integrated circuits, for registration purposes.

### Section 3: Identification

To ensure thorough evaluation, a designated IP review committee, comprising field expert/s, the Director - Centre for Research, Innovation & Translation (CRIT) and a representative from the University, will assess each IP application. This evaluation will consider factors such as technical and commercial viability, market potential, interest from industry partners, as well as novelty and inventiveness, based on a comprehensive patentability search conducted by the researcher. Following this evaluation process, the University will either grant IP protection or provide clearance to proceed without it. The authority to grant waivers to researchers regarding the non-application of the IP policy rests with the Head of the University. Furthermore, the University retains the rights to determine how the outcomes of research conducted by its affiliates during their tenure with Atmiya University are disseminated. This dissemination may occur through traditional academic publications or through alternative means, as deemed appropriate in accordance with academic standards and practices.





#### Section 4: Budget and Funding:

If the proposal for IP protection receives approval from the IP review committee, the University will cover all associated expenses, including government fees, administrative costs, and attorney fees. In instances where the University opts against pursuing IP protection, inventors have the option to individually fund the IP process. However, they must still designate the University as a joint applicant and adhere to an IP assignment agreement outlining the University's ownership rights on a case-by-case basis.

#### Section 3: Ownership

Atmiya University retains full ownership of all Intellectual Property (IP) generated by its staff members and students. The University reserves the rights to seek IP protection in India and abroad ensuring appropriate safeguarding of the IP created by its staff members and students. In select instances, contingent upon the nature of the invention and the involvement of the researchers, Atmiya University may opt to share ownership with the researchers. However, the authority to determine such shared ownership rests solely with Atmiya University.

#### Section 6: Licensing and Agreements

In instances of groundbreaking IPs, the Atmiya University ensures vital protection through intellectual property (IP) rights. In such scenarios, the University undertakes the responsibility for evaluating, marketing, negotiating, and licensing the IP. However, there may be occasions where Atmiya University opts to engage the services of a third party to license the developed technology, subject to mutually agreed terms and conditions.

(Please refer to Appendix 2 for further details regarding agreements.)

#### Section 7: Technology License/Transfer Options

Atmiya University acknowledges the vital role of the inventor(s)/creator(s) in the successful commercialization process. The Atmiya University may facilitate licensing through various channels: directly to third parties, via business incubation programs, or by engaging licensing agents. It is important to highlight that the intellectual property (IP) generated is preferably licensed rather than assigned. Atmiya University retains its march-in rights in cases where IP is assigned.

#### Section 8: Technology Licensing / Revenue Sharing

In accordance with the current technology licensing policy, revenues generated will be divided between the inventor(s) and the University in a ratio of 70:30. The 70% share designated for the inventor(s) affiliated with Atmiya University will be disbursed in accordance with the terms outlined in the University's Intellectual Property Rights (IPR) agreement. In cases where there are multiple inventors involved, the distribution of royalties will be conducted equally unless an alternative revenue-sharing agreement is in place. Further details regarding royalty sharing can be found in Appendix I.







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Key features of the licensing policy include:

- The preferred mode of licensing is Non-Exclusive, although exceptions may be made based on project funding and other pertinent requirements.
- Exclusive licenses will be subject to periodic review, which encompasses evaluating usage status, application scope, and/or region-specific considerations, as well as assessing the generation of royalties to ensure the continued viability of such license agreements.

## Section 10: External Funding and Collaborative Development

In cases where inventions, including software, designs, and integrated circuit layouts, are created through sponsored or collaborative activities, whether internal or external, this policy outlines specific provisions regarding intellectual property (IP) rights.

- Atmiya University retains sole ownership of the IP resulting from funding provided internally.
- For externally funded projects, the IP generated is jointly owned with the collaborative partner, who holds the first rights of refusal for commercialization.
- In instances where IP is generated through collaborative or multiple consortium arrangements, the terms of the agreement governing the IP are to be adhered to, in addition to this policy. In the absence of any specific IP agreement, Atmiya University follows its standard IP policy.
- Atmiya University reserves the right to assign the IP generated to the funding agency, contingent upon factors such as the nature of the technology, funding arrangements, and specific applications.

Regardless of ownership or assignment, Atmiya University retains the right to utilize the IP generated for academic and research purposes in all circumstances.

## Section 11: Design Rights

In accordance with the IP inventions policy outlined within this section, the design rights for any created component, be it physical or graphic and of any dimension, shall be governed.

## Section 12: Trade Mark(s) / Service Mark(s)

The logo of Atmiya University shall serve as the trademark of the University. It is imperative to acknowledge that the logo of Atmiya University is not permissible for use in any private communication by any personnel affiliated with Atmiya University. However, official engagements conducted by recognized bodies of Atmiya University, web pages hosted on the Atmiya University domain, project websites and reports where Atmiya University holds membership, as well as student theses, are automatically authorized to feature the Atmiya University logo. For all other activities, the utilization of the Atmiya University logo, Atmiya University name in its entirety or in part, necessitates prior approval from the head of the University.

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## Section 13: Scope and Obligations

The Intellectual Property (IP) policy applies to all personnel affiliated with Atmiya University, encompassing various activities including teaching, research, consultancy, collaborative endeavors, and the creation of copyrightable works. Additionally, it extends to the handling of associated confidential information deemed necessary for such endeavours.

## Section 14: Ownership of Creations

In accordance with the Copyright Act of India, 1956, any creations, encompassing literary works, software, music, cinematography, sound, and other works generated within Atmiya University utilizing significant University's resources, are vested in and owned by Atmiya University.

Atmiya University retains ownership of administrative and procedural documents produced as part of official duties. This encompasses materials such as course outlines, question papers, answer sheets, grade ranking sheets, and similar creations.

All creators are required to complete an inventor's agreement upon submission of their work to Atmiya University. This agreement outlines various terms, including the distribution of any revenue derived from the commercialization of the creation. In the absence of such an agreement, equal sharing of revenue among the creators shall be assumed.

## Section 15: Teaching / Course Material

- Atmiya University acknowledges the author as the rightful owner of materials produced for teaching purposes during their tenure with Atmiya University.
- Given that course content is typically generated incrementally, Atmiya University is granted an automatic license to the copyright of such content, allowing for broader usage and distribution under the principles of fair dealing within academic and research settings.
- Atmiya University bears no responsibility for any copyright infringements arising from the actions of its personnel in relation to the created content. Authors are expected to exercise due diligence in the creation of said content.

## Section 16: Intellectual Property Rights Pertaining to Books, Articles, and Literary Works

Atmiya University promotes a culture of knowledge dissemination among its personnel, encouraging them to contribute to the academic community by authoring books, technical articles, and similar literary works. In line with this ethos, Atmiya University respects the intellectual property rights of its personnel. Specifically, Atmiya University does not assert ownership of copyright over books authored by its personnel.

In instances where these books pertain to collaborative efforts of multiple research groups or faculty members involved in teaching at the University, Atmiya University expects







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Interested authors to obtain a no objection certificate from co-authors or other contributors. This step ensures transparency and acknowledges the collective effort involved in producing such works.

Furthermore, the use of Atmiya University's logo on any personal publications by faculty, staff, or students is strictly prohibited, safeguarding the integrity and reputation of the University.

Students wishing to publish their thesis work before its submission for academic evaluation, whether in the form of a book or any other type of publication, must seek prior written approval from Atmiya University. This requirement ensures alignment with academic standards and protects the interests of all parties involved.

## Section 17: Infringements, Damages, Liability, and Indemnity Insurance

In every contractual agreement between the licensee and Atmiya University, the University must ensure indemnification against any legal actions arising from manufacturing defects, production issues, design assurances, upgrades, debug responsibilities, and created content. This policy extends to indemnifying Atmiya University personnel through license agreements for sponsored research and consultancy endeavors. Atmiya University retains the authority to initiate legal proceedings concerning its intellectual property and instances of license infringements.

## Section 18: Jurisdiction

All contracts executed by Atmiya University shall fall under the jurisdiction of the court in Rajkot and be subject to the relevant laws of India.

## Section 19: Policy Review and Updating Protocol:

Policy will be reviewed annually to measure its impact and effectiveness. It will be updated based on the resolution taken in the review meeting. However under extraordinary circumstances, the University can amend the policy as in response to specific needs or demands.

This policy will be used to protect intellectual property assets, promote innovation, and avoid legal disputes. Additionally, University would seek legal counsel to ensure that their IPR policy complies with relevant laws and regulations in their jurisdiction.





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Appendix I

**Revenue Sharing**

Proceeds derived from the commercialization of intellectual property (IP) owned by Atmiya University will be distributed according to the following guidelines:

- The share of earnings allotted to the inventor(s)/creator(s) will be determined on an annual basis (or upon receipt of revenues), and disbursements will be made to the inventor(s)/creator(s) or their legal heirs, regardless of their current association with Atmiya University at the time of disbursement.
- The revenue sharing ratio between the inventor team and Atmiya University is established at 70:30 in favor of the inventor team. Expenses related to IP protection will be incorporated into the licensing revenue sharing agreement between Atmiya University and the inventor(s).
- In the event that Atmiya University transfers the rights of the IP back to its creator(s), the terms and conditions of cost and revenue sharing will be delineated in a distinct agreement between Atmiya University and the inventor(s)/creator(s).
- The inventors retain the prerogative to mutually amend the IP earnings distribution agreement at any time by mutual consent.



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## Appendix II

### Contracts and Agreements

In accordance with the policies set forth by Atmiya University, all contracts and agreements falling under the following categories, pertaining to activities conducted by any personnel affiliated with Atmiya University, must receive approval from the Director - Centre for Research, Innovation & Translation (CRIT) of Atmiya University:

- Confidentiality Agreement / Non-disclosure Agreement
- Consultation Agreement
- Evaluation Agreement
- Research and Development Agreement (R&DA / MOU)
- License Agreement
- Technology Transfer Agreement
- Alternative Dispute Resolution Agreement
- Collaborative MOU with University / Organization

Director - Centre for Research, Innovation & Translation (CRIT) of Atmiya University serves as the ultimate authority for signing off on all agreements listed above. Furthermore, the Director - Centre for Research, Innovation & Translation (CRIT) facilitates the agreement drafting process by providing standardized templates and access to professional consulting services.



  
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