



Intellectual Property Rights (IPR) Policy

**JSS Academy of Higher Education &
Research**

Mysuru, Karnataka 570 015

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1.0 Preamble and Vision

1.1 Vision

To be a leading hub for innovation, intellectual property management, and technology transfer in the health sciences, driving transformative advancements for the betterment of global healthcare.

1.2 Mission

The JSSAHER Intellectual Property Rights (IPR) Cell recognizes and supports new intellectual property development and technology transfer as integral components of its mission.

1.3 Policy

To meet its objectives of improving public health through research, JSSAHER will pursue an active policy of ensuring the most rapid and efficient development of new medical technologies developed by its scientists through seeking IP rights in India and abroad.

The institute will ensure that its efforts to commercialize new technologies will not compromise its basic mission. Further, where research and development are not necessary to realize the technology's primary use and future therapeutic, diagnostic, or preventive uses, IP protection may not be sought. Instead, those technologies can be commercialized through non-patent licensing.

The Intellectual Property Rights Cell at the JSS Academy of Higher Education & Research (JSSAHER), Mysuru, will help and encourage its staff, scholars, and students in their efforts to identify innovative components of their research and seek patent protection before publication, to commercially exploit all new knowledge generated with JSSAHER support. The IPR Cell will provide technical, legal, and other support needed for IP protection, technology transfer, licensing, and commercialization issues. Patents in the Indian Patent Trademark and Design Office and abroad will also be filed as per the policy described herein.

2.0 Objectives and Strategy

2.1 Major Objectives

1. To make staff, scholars, and students aware of the need and responsibility to protect new knowledge generated through IP rights, ownership of biological and other materials, and data generated using JSSAHER funds and facilities.
2. To develop procedures at JSSAHER institutions to capture, assess, and protect new intellectual property generated.
3. To provide JSSAHER staff, scholars, and students information on demand relating to patents in their areas of interest by maintaining appropriate national and international databases.
4. To provide appropriate technological, professional, and legal expertise and services to assist JSSAHER scientists in filing patents in India and abroad.
5. To encourage and provide all support to constituent institutions for protecting and commercializing new knowledge generated with JSSAHER support.
6. To develop a licensing policy that ensures the maximal public health benefit and a fair return on investment from JSSAHER research.
7. To develop and implement a royalty policy at JSSAHER institutions that encourages scientists to develop innovative technology generators through a system of royalty sharing and a reward system.
8. To forge appropriate strategic alliances with national and international S&T agencies and industry to market its new inventions and develop professional knowledge networks for JSSAHER's faculty.

2.2 Strategy

1. Appropriate internal and external systems will be set up at various JSSAHER Institutes for the identification of new IP before publication.
2. Innovation-driven research will be encouraged through an IPR-friendly climate. Staff, scholars, and students will be made aware of the need for prompt IP protection before public disclosure, through personal contacts, regular training workshops, seminars, etc.
3. Staff, scholars, and students are encouraged to identify innovative components of their research and seek patent protection in India and abroad before publication.
4. To help promote a sound IPR system, some basic and essential practices like record-keeping, appropriate recording of data, and maintenance of laboratory handbooks will be encouraged at various JSSAHER Institutes.

5. The renewal of all patents filed in India and abroad will be reviewed at the end of 10 years after filing. Only those patents for which the innovators have shown continued interest, as evident from improvement and/or addition over the reported novelty, will be considered for maintenance beyond 10 years.
6. Patents that have already been commercialized, however, will be maintained for the entire period of 20 years.
7. The IPR Cell will be engaged in regular monitoring of the Indian and global patent scenario to keep track of innovations of the world.
8. The advice of experts will be sought for furthering the objectives.

3.0 Policy Details

3.1 Definition of Terms

- **Intellectual Property (IP):** A broad term encompassing creations of the mind, including but not limited to, inventions, literary and artistic works, designs, symbols, names, and images used in commerce. The types of IP relevant to this policy are patents, copyrights, trademarks, industrial designs, semiconductor integrated circuits, and plant varieties.
- **Inventor/Creator:** Any individual (staff, scholar, or student) who, as a result of their intellectual effort, creates or contributes to the creation of IP.
- **JSSAHER Resources:** Any and all tangible and intangible resources provided by JSSAHER, including but not limited to, financial support (grants, fellowships), physical infrastructure (laboratories, equipment, facilities), confidential information, intellectual property, and institutional support (staff time, administrative services).
- **IPR Cell:** The office within JSSAHER responsible for managing and implementing this IPR policy.
- **IPR Advisory Committee:** A standing committee that provides strategic guidance, reviews IP disclosures, and resolves disputes. Its members may include representatives from research, finance, legal, and administration.
- **Competent Authority:** The designated official or body within JSSAHER with the final authority to approve or deny decisions related to IP management, as delegated by the leadership of JSSAHER.
- **Commercialization:** The process of transferring IP to a third party for the purpose of development into a product or service, often through licensing, assignment, or sale.
- **Net Revenue:** The income generated from the commercialization of IP after deducting all legitimate expenses, including IP protection costs (filing, prosecution, and renewal fees), licensing costs, and other costs directly related to the IP's commercialization.
- **Stakeholders:** All individuals and organizations affiliated with JSSAHER, including faculty, staff, scholars, students, and collaborative partners.
- **Scholarly Works:** Original works of authorship created by stakeholders in the pursuit of their academic and research duties, including but not limited to, journal articles, books, theses, dissertations, and research papers, regardless of the medium of expression.

- **Public Disclosure:** Any non-confidential communication of an invention or IP to the public, including but not limited to, publication in a journal, conference presentation, poster session, seminar, or public lecture.
- **Confidential Information:** Non-public information, including but not limited to, research data, experimental results, trade secrets, business plans, and IP disclosures, which is disclosed to stakeholders with the expectation that it will not be shared with others.
- **Licensing:** Granting a third party a non-exclusive or exclusive right to use, make, or sell an invention or IP owned by JSSAHER, in exchange for a fee, royalty, or other consideration.
- **Assignment:** The legal transfer of ownership rights of an invention or IP from JSSAHER to a third party.

3.2 Scope of the IPR Policy

This policy applies to all forms of intellectual property and all stakeholders involved in IP creation using JSSAHER resources.

3.3 Ownership of IP

3.3.1 IP generated from research conducted by utilizing resources of the institute.

JSSAHER shall be the sole legal owner of all IP created with the significant use of institutional resources. The Inventor(s)/Creator(s) shall be acknowledged and are eligible for a share in the Net Revenue, as outlined in the Commercialization and Benefit Sharing section.

3.3.1.1. Patents

All patentable inventions made by stakeholders using JSSAHER resources, funds, or facilities shall be the sole property of JSSAHER.

3.3.1.2. Copyright

- **Scholarly Works:** The copyright for scholarly works such as journal articles, theses, dissertations, and research papers shall belong to the author(s). However, JSSAHER shall be granted a non-exclusive, irrevocable, worldwide, royalty-free license to use, reproduce, and distribute these works for academic, research, and non-commercial purposes.
- **Other Works:** Copyright for software, course materials, video lectures, and other works developed using JSSAHER resources for which commercialization is intended shall be owned by JSSAHER.

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3.3.1.3. Trademarks

JSSAHER shall be the sole owner of all trademarks and service marks developed by stakeholders using institutional resources.

3.3.1.4. Industrial Designs

JSSAHER shall be the sole owner of all Industrial Designs created by stakeholders using institutional resources.

3.3.1.5. Semiconductor Integrated Circuits and Plant Variety

JSSAHER shall be the sole owner of all intellectual property related to Semiconductor Integrated Circuits and Plant Varieties developed using institutional resources.

3.3.2 IP generated from research conducted in collaboration with external partners.

The ownership of IP developed jointly with external partners shall be determined by a written, pre-agreed upon collaboration agreement (e.g., a Memorandum of Understanding or a sponsored research agreement).

3.3.3 Disclosure

All stakeholders who believe they have created a new invention or other form of IP using JSSAHER resources must promptly disclose it to the IPR Cell by submitting a formal IP Disclosure Form. This must be done before any public disclosure, such as publication or presentation.

4.0 Commercialization and Benefit Sharing

4.1 Revenue Sharing Model

Revenue from the commercialization of IP shall apply to Net Revenue, defined as income received after deducting legitimate expenses such as IP protection costs (filing, prosecution, renewals), technology transfer facilitation and legal services, and administrative or licensing expenses incurred by JSSAHER.

Net Revenue from Licensing/Sale	Inventors' Share	JSSAHER Share
Up to ₹10 Lakhs	70%	30%
₹10 Lakhs – ₹1 Crore	60%	40%
Above ₹1 Crore	50%	50%

In the event of multiple inventors, their collective share will be divided equally unless a separate written agreement outlining a different distribution is submitted to and approved by the IPR Cell.

4.2 Use of Revenue

JSSAHER's share of revenue will be used for:

- Patent maintenance and renewals
- Seed funding and infrastructure development
- IPR workshops and training programs
- Innovation grant schemes

4.3 Licensing and Technology Transfer

Licensing shall be facilitated through the IPR Cell. Preference is given to non-exclusive licenses. Exclusive licenses may be considered under performance-based conditions with periodic reviews.

4.4 Encouraging Entrepreneurship and Start-ups

JSSAHER encourages faculty and students to establish start-ups based on their IP. The university may take up to **10% equity** in return for licensing support and incubation.

4.5 Limitation of Liability

JSSAHER shall not be held liable for any loss, damage, or liability arising from the development, use, or commercialization of any IP developed by its stakeholders.

4.6 Sharing of Costs Related to IP Protection

All costs associated with the filing, prosecution, and maintenance of IP rights will be initially borne by JSSAHER. These costs will be recovered from the gross revenue before calculating the Net Revenue for sharing.

4.7 Waiver of IP Rights by the Institute

JSSAHER may waive its ownership rights to a specific IP on a case-by-case basis. Such waivers must be requested by the inventor in writing and require approval from the IPR Cell and the Competent Authority of JSSAHER.

4.8 March-in Rights

JSSAHER reserves the right to revoke or reassign licenses if commercialization milestones are not achieved within two years.

5.0 General Clauses

5.1. Amendment

This IPR Policy may be amended from time to time at the discretion of IPR Cell, JSSAHER, Mysuru. Amendments shall be communicated to all relevant stakeholders, including employees, partners, and other concerned parties. It is the responsibility of all stakeholders to stay updated with the latest version of the IPR Policy and comply with its provisions.

5.2. Validity

The IPR Policy shall remain valid and in effect until further notice. In the event of any changes or updates to the policy, the revised version will supersede any previous versions. It is the responsibility of all stakeholders to review the current policy periodically and ensure compliance.

5.3. Interpretation

Any questions or disputes arising from the interpretation or application of this IPR Policy shall be resolved in accordance with the laws and regulations of the jurisdiction in which IPR Cell, JSSAHER operates. The interpretation of this policy shall be made in good faith, considering the objectives and best interests of the stakeholders, including employees, partners, and other concerned parties.

5.4. Waiver

The failure to enforce any provision of this IPR Policy shall not constitute a waiver of that provision or any other provision. Waiver of any breach or default shall not be deemed a waiver of any subsequent breach or default. No waiver of any provision of this policy shall be effective unless it is expressly stated in writing and signed by an authorized representative of JSSAHER, Mysuru.

5.5. Severability

If any provision of this IPR Policy is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired.

5.6. Entire Agreement

This IPR Policy constitutes the entire agreement between JSSAHER, Mysuru, and its stakeholders concerning the subject matter herein and supersedes all prior understandings, agreements, or representations, whether written or oral.

6.0 Disputes & Appeals

6.1 Dispute Resolution

Any disputes arising from the interpretation or application of this policy should first be addressed by the IPR Cell. The IPR Cell will attempt to mediate a resolution through good-faith discussion and negotiation with all parties involved.

6.2 Appeals Process

If a satisfactory resolution cannot be reached through mediation, an appeal can be made to the IPR Advisory Committee. The committee's decision, based on a majority vote, will be considered final and binding on all parties.

7.0 IPR Management

7.1 Objective of IPR Cell

The IPR Cell's primary objective is to act as a central hub for all IP-related matters within JSSAHER. This includes promoting a culture of innovation, providing institutional support for the protection and management of IP, and facilitating its transfer for commercial and public benefit.

7.2 Responsibilities

The IPR Cell is responsible for:

- Receiving and reviewing all IP disclosures from stakeholders.
- Conducting a preliminary assessment of the novelty and patentability of inventions.
- Managing all aspects of the IP lifecycle, including filing, prosecution, and maintenance.
- Facilitating the commercialization of JSSAHER-owned IP through licensing and other agreements.
- Providing education and training on IP rights to all stakeholders.
- Maintaining IP records and databases.
- Acting as a liaison between inventors and legal counsel, industry partners, and government agencies.

7.3 Organization

The IPR Cell will be composed of a team led by a designated coordinator. The IPR Cell's activities will be overseen by an IPR Advisory Committee, which will include representatives from research, finance, legal, and administration. This committee will provide strategic guidance, review IP disclosures, and approve commercialization strategies.

7.4 IPR Contracts and Agreements

All contracts, agreements, and other legal documents concerning JSSAHER's IP—including licensing agreements, confidentiality agreements, and material transfer agreements—must be reviewed and approved by the IPR Cell and the Competent Authority of JSSAHER before being executed.

8.0 Additional Guidelines

8.1 Use of Institute's IP Resources

All stakeholders must be aware that any invention, creation, or new knowledge developed with the significant use of JSSAHER resources is subject to this policy. Unauthorized use of institutional resources for personal commercial gain is prohibited.

8.2 Dealing with IP Rights Owned by Third Parties

Stakeholders must respect the IP rights of others. Before using any third-party IP (e.g., patented technologies, copyrighted material) in their research or development, they must obtain the necessary licenses or permissions. Unauthorized use of third-party IP that leads to infringement claims will be the responsibility of the individual(s) involved.

8.3 Confidentiality and Non-Disclosure

All stakeholders have an obligation to protect the confidentiality of any and all confidential information. This includes but is not limited to, research data, unpatented inventions, trade secrets, and know-how. This obligation remains in effect even after the stakeholder's association with JSSAHER has ended.

8.4 Publications

To protect potential patent rights, stakeholders are strongly advised to submit an IP disclosure form to the IPR Cell before any public disclosure of their work. This includes publications, conference presentations, poster sessions, or any other form of public communication. Public disclosure before filing a patent application can compromise the novelty of an invention and make it unpatentable.

8.5 Use of Free and Open-Source Software (FOSS)

While the use of FOSS is encouraged, stakeholders must understand the licensing terms of any FOSS they use. Care must be taken to ensure that the use of FOSS does not impose obligations on JSSAHER to disclose or license its own proprietary or patented IP.

8.6 Record-Keeping and Documentation

To establish inventorship and ownership, all stakeholders are required to maintain detailed, accurate, and up-to-date records of their research and IP-generating activities. This includes properly maintained laboratory notebooks and electronic records, which must be made available to the IPR Cell upon request.

8.7 Conflict of Interest

All stakeholders involved in the commercialization of JSSAHER IP must avoid any actual or perceived conflict of interest. Any such conflict, or the potential for one, must be disclosed to the IPR Advisory Committee for review and resolution.

9.0 Case-Based Clauses and Final Authority

9.1 Case-Based Clauses

- If multiple inventors are involved in disputes over shares, the IPR Cell shall mediate and recommend arbitration.
- Any misrepresentation or suppression of contribution by inventors will lead to disqualification from revenue sharing.
- All clauses are subject to audit and compliance reviews.

9.2 Final Authority

JSSAHER, through the Office of the Vice Chancellor, retains the full discretion to make final decisions in all matters of dispute resolution, financial allocation, revenue sharing, IP licensing, and related compliance. All such decisions will be binding and shall consider the best interest of the institution on a case-by-case basis.

9.3 Continuity of Inventor Rights and Obligations

- Cessation of employment, whether due to resignation, retirement, or completion of a project/course under normal circumstances, shall not affect an individual's right to receive their entitled share of royalties, provided the IP or revenue was generated during the period of their employment or association with JSSAHER.
- Such cessation shall also not absolve the concerned individual from their obligations toward confidentiality or cooperation in IP protection. All inventors shall assist the IPR Cell and authorized attorneys by executing necessary documents and completing any formalities required for the procurement, registration, or maintenance of IP rights in favor of the institution.
- In the unfortunate event of the death of an inventor, any pending share of revenue shall be paid to the legal heir(s) or legal representative(s) of the deceased inventor.

10.0 Review and Amendment

This policy shall be reviewed every three years or earlier as deemed necessary by the IPR Advisory Committee. Amendments will be made with the approval of the Competent Authority of JSSAHER.

Effective Date:

Authorized by: