



Intellectual Property Rights (IPR) Policy

**JSS Academy of Higher Education &
Research**

Mysuru, Karnataka 570 015

Contents

1. Introduction

2. IPR Policy

2.1. Objective

2.2. Definition of Terms

2.3. Scope of the IPR Policy (Types of IP and Stakeholders)

2.4. Ownership of IP

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

2.4.1.1. Patents

2.4.1.2. Copyright

2.4.1.3. Trademarks

2.4.1.4. Industrial Designs

2.4.1.5. Semiconductor Integrated Circuits and Plant Variety

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

2.4.3. Disclosure

2.5. Commercialization and Benefit Sharing

2.5.1. Types of IP Licensing and Assignment

2.5.2. Licensing Agreements and Revenue Sharing

2.5.2.1. Product Ownership Rights for Technologies Developed at Institute.

2.5.2.2. Research outputs generated in collaboration with external partners.

2.5.3. Incentive scheme for faculty

2.5.4. Encouraging Entrepreneurship and Start-ups

2.5.5. Limitation of liability

2.5.6. Sharing of Costs Related to IP Protection

2.5.7. Waiver of IP rights by the Institute

2.5.8. Use of Institutes IP Resources

2.6. Dealing with IP rights owned by third parties.

2.6.1. Use of technology protected by IPRs like patents and designs.

2.6.2. Use of copyrighted materials

2.6.3. Promotion of the use of Free and Open-Source Software (FOSS)

2.7. Confidentiality, Data Protection and Privacy

2.8. Publications

2.9. Disputes & Appeals

3. IPR Management

3.1. Objective of IPR Cell

3.2. Responsibilities

3.3. Organization

3.4. IPR Contracts and Agreements

4. Additional Guidelines for Researchers

5. General Clause

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.

Mission

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

Policy

To meet its objectives of improving public health through research, the 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 and instead those technologies can be commercialized through non-patent licensing.

The Intellectual Property Rights Cell in the JSS Academy of Higher Education & Research (JSSAHER), Mysuru will help and encourage its staff/scholars/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 would 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.

Major objectives

1. To make staff/scholars/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/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 to file 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 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.

Strategy

Achieve the objectives as follows:

1. Appropriate internal and external systems would be set up at various JSSAHER Institute for the identification of new IP before publication.
2. Innovation-driven research would be encouraged through an IPR-friendly climate. staff/scholars/students would be made aware of the need for prompt IP protection before public disclosure, through personal contacts, regular training workshops, seminars, etc.
3. staff/scholars/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, maintenance of laboratory handbooks etc. 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 would 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 would be sought for furthering the objectives.

1. Introduction

The Government of India's initiative to nurture the spirit of innovation among academic institutions and translate these into products, processes and services for commercial exploitation has manifested in two policy guidelines:

- (a) the National Innovation and Startup Policy (Ministry of Education, Sep 2019); and
- (b) Draft guidelines for Intellectual Property Rights (IPR) in academic institutions (Department of Industrial Policy and Promotion, Sep 2019).

JSS Academy of Higher Education & Research, hereafter referred to as the 'institute', has reviewed these policies and after consultation with faculty, staff and a cross-section of students has decided to adopt them with some minor refinements to support its specific context.

This document outlines the key elements of the IPR and technology transfer policy and the IPR management process for creating, protecting, and commercializing the IP of the institute.

2. IPR Policy

2.1 Objective:

Intellectual property (IP) refers to creations of the mind: inventions; literary and artistic works; and symbols, names and images used in commerce. IP is protected in law by, for example, patents, copyright, and trademarks, which enable people to earn recognition or financial benefit from what they invent or create. An IPR policy is the cornerstone of innovation and creativity for academia. It provides structure, predictability, and a framework for talented minds to do what they do best: create and innovate. The aim is to contribute to transforming industry and society by delivering research-led education, promoting innovation, collaboration and fostering human values.

2.1.1. The key objectives of IPR Cell

- 1. To provide a framework to foster innovation and creativity in the areas of science, technology, design, and humanities by nurturing new ideas and research, in an ethical environment.
- 2. To protect intellectual property (IP) rights generated by faculty/ personnel, students, and staff of the institute, by translating their creative and innovative work into IP rights.

3. To lay down an efficient, fair, and transparent administrative process for ownership control and assignment of IP rights and sharing of revenues generated by IP, created, and owned by the institute.
4. To promote more collaborations between academia and industry through better clarity on IP ownership and IP licensing
5. To create a mechanism for knowledge generation and its commercial exploitation. The purpose of IP commercialization is also to augment the financial self-sustenance goals of the institute & its centers of excellence and labs and to reward faculty and researchers.

2.2. Definition of Terms

•**Author:** An author is as defined under Section 2(d) of the Copyright Act, 1957. 1 (In relation to a literary or dramatic work, the author of the work; In relation to a musical work, the composer; In relation to artistic work other than a photograph, the artist; In relation to a photograph, the person taking the photograph, the artist; In relation to a cinematograph film or sound recording, the producer; and In relation to any literary, dramatic, musical or artistic work which is computer-generated, the person who causes the work to be created)

•**Collaborative Activity:** is the research undertaken by the personnel of the institute, in cooperation with industry and/or other researcher(s) who are not the personnel from the institute

•**Creator:** means the researcher who contributed to the creation of the intellectual property (IP) (copyrights, designs, trademarks).

•**External Partners:** includes the 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 a regular or irregular basis; or any combination(s) of the above

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

•**Intellectual Property:** Intellectual property (IP) is the name given to patents, trademarks, copyrights, industrial designs, and other types

of intangible property that arise from creations of the mind and which, in their broadest sense, have no physical form.

Intellectual Property Rights: means ownership and associated rights relating to aforementioned Intellectual Property, either registered or unregistered, and includes 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. The IPRs recognized in India are broadly listed below:

- a. **Patent:** A patent is a legal document granting its holder the exclusive right to control the use of an invention, as defined in the patent's claims, within a limited geographical area and time by stopping others from, among other things, making, using or selling the invention without authorization. For example, patents could be granted for a battery that efficiently stores solar energy, a vaccine to protect against malaria or a new compound for transforming fish bones into agricultural fertilizer.
- b. **copyright:** Copyright is a right given to creators of literary, dramatic, musical and artistic works and producers of cinematograph films and sound recordings. Works areas defined under the Copyright Act, 1957
- c. **trademark:** A trademark allows its owner to assure the public of the origin of the goods. Examples of trademarks include the distinctive names of products, such as Nando's® or Coca Cola®, or a logo, such as the Mercedes Benz® triad symbol.
- d. **design:** Design protection allows its owner to control the exploitation of the ornamental shapes associated with products, such as the stylish shape of a new sports car, the distinctive plastic casing of a certain type of computer or the shape of a soft drink bottle.
- e. **Semiconductor Integrated Circuit:** Semiconductor integrated circuit refers to a product having transistors and other circuitry elements which are inseparably formed on a semiconductor material or an insulating material or inside the semiconductor material and designed to perform an electronic circuitry function.

●**Moral Rights:** Moral rights are enshrined under the aegis of Section 57 of the copyright act, 1957. They are the author's or creator's special rights which include: the right to paternity and the right to integrity

●**Researcher:** It means.

- a. Persons employed by the institute, including faculty and staff.
- b. students, including the institute's undergraduate, postgraduate, doctoral, and post-doctoral students.
- c. any persons, including visiting faculty, project staff, and interns.
- d. any persons, who use the resources of the institute and who perform any research task at the institute or otherwise participate in any research project(s) administered by the institute, including those funded by external sponsors. Wherever different conditions are applicable for any of the sub-categories of researchers, they are specifically mentioned in the guidelines.

●**Research:** Ownership rights over IP generated in the institute will vary as per the source of funding for the research through which IP was generated:

- a. Research undertaken by a researcher in the normal course of his/her engagement/ appointment with the institute, utilizing resources of the institute. This includes but is not limited to, use of space, facilities, materials, or other resources of the institute, specific monetary support for research through grants or fellowships, funds for procuring books/ equipment or materials for specific research projects, and creation/ modification of infrastructure like labs for the specific needs of research.
- b. Research undertaken by a researcher in collaboration with an external partner. This support from external partners includes but is not limited to, specific monetary support given for research through grants or fellowships.

●**Research Agreement:** It refers to the Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement, and any other type of agreement concerning research pursued by researchers and/or IP created at the institute

- Royalty:** It is the payment made to an inventor/author or an institution for legal use of a patented invention or any intellectual property when licensed

- Sufficient Disclosure:** It means providing a detailed description of features essential for carrying out the invention in order to render it apparent how to put the invention into practice to a person skilled in the art (expert in that domain)

2.3. Scope of the IPR Policy (Types of IP and Stakeholders)

I. This IPR Policy shall apply to all Intellectual Property created at the institute and created in collaboration with external partners, as well as, all IP rights associated with the intellectual property, from the date of implementation of these guidelines.

ii. This IPR Policy shall apply to all researchers who have established legal relationships with the institute, based on which the researcher is bound by these guidelines. Such a legal relationship may arise pursuant to the provision of law, collective agreement, or individual agreement (may refer to employment/ retainer ship contract/ pursuance of studies or any other legal arrangement)

iii. This IPR Policy shall not apply in cases in which the researcher entered an explicit arrangement to the contrary with the institute prior to the effective date of the guidelines, or the institute previously entered into an agreement with a third-party concerning rights and obligations set out in these guidelines.

2.4. Ownership of IP:

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

2.4.1.1 Patents

I. All inventions made by researchers in furtherance of their responsibilities with the institute, developed by utilizing the resources of the institute, or with the mix of funds, resources, and/or facilities of the institute, shall ordinarily be vested with the institute.

2.4.1.2 Copyright

I. The ownership rights in lecture videos or Massive Open Online Courses (MOOCs), films, plays, and musical works, institutional materials including, but not limited to, course syllabi, curricula, exam questions, exam instructions, books, journal/conference papers, articles, student projects/dissertations/ thesis, lecture notes, and audio or visual aids for giving lectures and papers/ reports specifically commissioned by the institute, shall ordinarily be vested with the institute. The moral rights shall continue to vest with the author(s) wherever applicable.

2.4.1.3 Trademarks

I. The ownership rights in all trademarks involving the institute shall ordinarily be vested with the institute.
ii. If the institute determines that the trademark was created by an individual (s) on his/her own time and unrelated to his/her responsibilities [e.g., name of a company/ start-up venture by the student(s)], then the right to the same shall ordinarily be vested with the said individual(s)

2.4.1.4 Industrial Designs

I. All industrial designs made by researchers in furtherance of their responsibilities with the institute, developed by utilizing the resources of the institute, or with the mix of funds, resources, and/or facilities of the institute, shall ordinarily be vested with the institute.
ii. If the institute determines that the industrial design was created by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the institute and was conceived or reduced to practice without the use of resources of the institute, then the industrial design shall vest with the individual(s)

2.4.1.5 Semiconductor integrated circuits and plant variety

I. The ownership rights over integrated circuits and plant varieties, with the utilization of resources of the institute, shall vest with the institute.

ii. If the institute determines that the semiconductor integrated circuit layout design or plant variety was created by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the institute and was conceived or reduced to practice without the use of resources of the institute,

then the semiconductor integrated circuit layout design or plant variety shall vest with the individual(s)

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

I. With regard to research conducted in collaboration with external partners, ownership of IP shall be joint IP ownership and shall be determined as per the terms and conditions in the agreement signed between the concerned parties. However, unless agreed upon explicitly, the institute shall normally retain a perpetual, royalty-free license to use the IP for research and educational purposes.

ii. In the absence of a specific agreement between the institute, and the external partner, who is providing support for research, the IP rights shall be shared amongst the concerned parties, like the royalty proportion set out under "Licensing and Revenue Sharing" section in this policy.

2.4.3 Disclosure

The institute encourages timely disclosure of all potential IP/Inventions/Innovations generated (conceived or reduced to practice in whole or in part) by researchers of the Institute during their Institute related activities. Disclosure to the IPR Cell enables prompt action by the institute to appropriately protect prior to dissemination of research activities occurring at the institute.

2.5 Commercialization and Benefit Sharing

2.5.1 Types of IP licensing and Assignment

Licensing and assignment of IPRs to a third party is the most common mode of IP transfer that can lead to the commercialization of IP. While both licensing and assignment involve giving certain rights to another party, the key difference is that assignment involves the transfer of ownership, while licensing is limited to permitting certain uses.

The first preference of the institute is to use the mechanism of licensing, so that ownership rights on the IP may be retained without hindering the prospects of commercialization. Given below are some types of licensing that may be used:

i. **Non-exclusive licensing:** The licensor is permitted to enter into agreements with more than one entity for use and exploitation of the

IP. In other words, the same IP may be used by different licensees at the same time for the same purpose or for different purposes.

ii. **Exclusive licensing:** The licensor licenses the IP solely to one licensee. In other words, the licensee will be the only one authorized by the licensor to use and exploit the IP in question. To the extent possible, exclusive licenses may be avoided. Exclusive licensing of technology with the potential for multiple applications may be avoided at all costs.

iii. **Sub-licensing:** This is applicable when a licensee wishes to further license the IP to another party(s). Permissions pertaining to sub-licensing need to be clarified explicitly in the agreement between the institute(s)/researchers and licensee(s).

The preferred mode of licensing for the institute (an institute of national importance) will be **non-exclusive licensing**. However, instances, where it is compelling to use a combination of the above types of licensing, will be evaluated on a case-by-case basis.

2.5.2 Licensing Agreements and Revenue Sharing

2.5.2.1. Product Ownership Rights for Technologies Developed at Institute

a) When institute facilities/funds are used substantially or when IPR is developed as a part of curriculum/ academic activity, IPR is to be jointly owned by inventors and the institute.

i. Inventors and institutes could together license the product / IPR to any commercial organization, with inventors having the primary say. License fees could be either/or a mix of

1. Upfront fees or one-time technology transfer fees

2. Royalty as a percentage of the sale price

3. Shares in the company licensing the product

(As per SPARKLE CINE, JSS AHER Innovation, Entrepreneurship and Startup Policy , SPARKLE CINE foundation, a section 8 Company under the aegis of JSS AHER)

ii. An institute may not be allowed to hold the equity as per the current statute, so **Special Purpose Vehicle (SPV)**, /**SPARKLE CINE** may be requested to hold equity on their behalf

iii. If one or more of the inventors wish to incubate a company and license the product to this company, the royalties would be no more than 4% of the sale price, preferably 1 to 2%, unless it is a pure software product. If it is shares in the company, shares will again be 1% to 4%. For pure software product licensing, there may be a

revenue sharing to be mutually decided between the institute and the incubated company.

b) On the other hand, if the product/ IPR is developed by innovators not using any institute facilities, outside office hours (for staff and faculty) or not as a part of the curriculum by students, then the product/ IPR will be entirely owned by inventors in proportion to the contributions made by them. In this case, inventors can decide to license the technology to third parties or use the technology the way they deem fit.

c) If there is a dispute in ownership, a minimum five-membered committee consists of two faculty members (having developed sufficient IPR and translated to commercialization), two of the institute's, alumni/ industry experts (having experience in technology commercialization), and one legal advisor with experience in IPR, will examine the issue after meeting the inventors and help them settle this, hopefully to everybody's satisfaction. Institutes can use alumni/ faculty of other institutes as members if they cannot find sufficiently experienced alumni/faculty of their own.

d) Institute IPR cell or incubation center will only be a coordinator and facilitator for providing services to faculty, staff, and students. They will have no say on how the invention is carried out, how it is patented, or how it is to be licensed. If the institute is to pay for patent filing, they can have a committee that can examine whether the IPR is worth patenting. The committee should consist of faculty who have experience and excelled in technology translation. If inventors are using their own funds or non-institute funds, then they alone should have a say in patenting.

e) All institute's decision-making bodies with respect to incubation / IPR / technology-licensing will consist of faculty and experts who have excelled in technology translation. Other faculty in the department/institute will have no say, including heads of department, heads of institutes, deans or registrars, and IPR Cell.

f) Interdisciplinary research and publication on startups and entrepreneurship should be promoted by the JSSAHER, Mysuru.

2.5.2.2 Research outputs generated in collaboration with external partners (sponsored)

- a. The revenue sharing on any IP generated from a partnership between the institute and external partners may be based on the agreement signed between the institute and the external partner at the beginning of such collaborations. Care may be taken to ensure that researchers do not enter contracts where the institute neither benefits in terms of revenue or IP sharing.
- b. In circumstances wherein, the assignee or the licensee has not taken adequate steps for the commercialization of the institute-owned intellectual property, the institute may consider revocation of the license and assigning it to another party, after following due process. It is important to add this as a clause in any agreement entered into by the institute, with regard to commercialization of technologies.

2.5.3 Incentive Scheme for Faculty

- Policy for the sharing royalty and commercialization would be as per the approved policy of SPARKLE CINE, JSSAHER innovation entrepreneurship, and startup Policy.

Furthermore, the institution will reimburse/bear all patent/Design/trademark/ copyright filing and search charges.

2.5.4 Encouraging Entrepreneurship and Start-ups

To promote and encourage entrepreneurial activities by its researchers, the institute will license or reassign, under an agreement, its ownership of the intellectual property to the inventor(s) or creator(s) of the intellectual property, who opt to market, protect, and license it on their own with minimal involvement of the institute. The fees to be paid to the institute by the assignee may cover patenting and licensing expenses and appropriate amount of royalties, equity or other value received by the inventor(s) or creator(s). To promote a start-up/ venture set up by a researcher, it may be exempted from any upfront fee and/or royalty accrued to the institute for a period of 3years from the date of licensing or assigning.

2.5.5. The guidelines for specific scenarios of faculty and student-led innovation are given below:

Suggested policy directions for different scenarios:

IP Ownership, Funding, and Policy Mapping Table – JSSAHER

Sl. No.	Source of Idea (S1 – Institute-funded, S2 – Government-funded, S3 – Collaboratively-funded/Industry)	Copyright Status (C1 – Solely by Inventor, C2 – Institute Ownership/Shared)	Patent Status (P1 – Not Filed, P2 – Filed/Granted)	Funding Entity (F1 – Institute-funded, F2 – External/Govt-funded, F3 – Self-funded)	Type of IP (T – Tangible Tech, P – Process/IP)	Applicable IPR Policy (R1, R2, R3)
1	S1, S2, S3	C1 or C2	P1 – Not Filed	F1 / F2 / F3	T or P	R1 – IP Policy for Unfiled or Open Work
2	S1, S2, S3	C1	P2 – Filed/Granted	F1 or F2	T or P	R2 – Revenue Sharing as per Policy
3	S1, S2, S3	C2 (to be distinguished from C1)	P2 – Filed/Granted	F1	T or P	R2 or R3 – Depends on collaborative agreement
4	S1, S2, S3	C2 (to be distinguished from C1)	P2 – Filed/Granted	F2	T or P	R2 or R3 – With revenue sharing after deduction of F2 costs

Legend / Notes:

- **S1:** Idea developed under institute-funded project.
- **S2:** Idea developed under government-funded project (e.g., DST, DBT, ICMR).
- **S3:** Idea jointly developed with industry or collaborators.
- **C1:** Creator retains full copyright ownership.
- **C2:** Copyright owned or co-owned by institution.
- **P1:** No patent filed.
- **P2:** Patent filed or granted.
- **F1:** Financial support from JSSAHER (internal funding).
- **F2:** Financial support from external body (government/industry).
- **F3:** Self-funded by inventor.
- **T:** Tangible technology (e.g., devices, kits, equipment).
- **P:** Process or software-based IP.
- **R1:** For open innovation/knowledge sharing (non-commercial).
- **R2:** Standard IPR revenue sharing model of JSSAHER.
- **R3:** Special IP agreements (with third-party or external funding terms).

The institute would endeavor to exploit the IP either by itself or by commissioning an agency to bring to fruition the IP produced by its personnel. The inventor(s)/creator(s) may seek the institute, to assign the rights to them after a certain holding period.

2.5.6 Limitation of Liability

All commercialization agreements shall clearly mention that the institute is protected and indemnified from all liability arising from the development and commercialization of the IP. The policy also supports the need to indemnify institute researchers built into the license agreements for sponsored research and consultative work. The Institute shall retain the right to engage in any litigation concerning its IP and license infringements.

2.5.7 Sharing of Costs Related to IP Protection

In relation to the costs involved in IP protection, the institute will adopt the following policy:

- i. If the institute is the sole owner of IP, the costs of IP protection shall be borne by the institute subject to the evaluation and advice of the IPR assessment committee/ IPR cell
- ii. In case the institute refuses to incur expenditure in protecting IP, the inventor may be allowed to file IP applications in the name of the institute at their own costs. In case of faculty, the institute will allow reimbursement of the IP filing costs from their CPDA only after the patent status becomes "published". The IP filing costs may be recouped as per the provisions relating to benefit sharing as described under the Licensing agreements and revenue sharing section
- iii. If the IP ownership is shared with external partners, the costs for IP protection may be shared by both parties, based on the terms and conditions provided in the agreement. It is advisable to incorporate a small budget for IP filing in the research proposal
- iv. Any costs involved in the transfer of rights/ ownership of the institute-owned IP may be borne exclusively by the licensee, assignee or person acquiring such rights
- v. In the short-term the institute will only consider filing patents in India.
- vi. Renewal of IPR: A decision on the annual renewal of IP rights will be taken by the Institute. If the institute decides not to renew the IPR in India or any country, the nit may assign the rights of the IP in that country to the creator(s) based on a request to that effect from the creator(s) and an internal

review. In all cases where IP rights in any specific country have been reassigned to the inventor(s), the institute shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by the institute.

2.5.8 Waiver of IP rights by the Institute

1. Subject to any associated agreements, or any other agreement thereof, the institute may waive its rights, if the institute decides not to pursue the protection of IP within six months, from sufficient disclosure by the researcher(s) to the institute

2. The institute shall take all efforts to convey the decision to the researcher, whether to pursue or not pursue the protection of IP, within three months, after sufficient disclosure by the researcher, to the institute. Under all such circumstances, unless explicitly agreed to, the institute shall retain a non-exclusive, royalty-free, irrevocable, and worldwide license to use the IP for research and educational purposes.

2.5.9 Use of Institutes' IP Resources

The institute may allow the use of the following IP resources by third parties as per the conditions given there:

- (i) Intellectual Property already in existence and owned by the institute.
- (ii) Usage of the name, logo, or trademark of the institute in the creation and marketing of intellectual property.

Conditions:

- 1. They will be used only in the public interest.
- 2. They will be used:
 - i. in a responsible manner to create a product/process conforming to environmental safety and good manufacturing practices promoted by the Government of India and its regulatory bodies.
 - ii. in promoting truthful claims and information, i.e., not for misleading society.
 - iii. without any liability on the university in case of misuse of trademark(s) or accidental damage accruing due to use of trademark(s).

2.6 Dealing with IP rights owned by third parties

2.6.1 Use of technology protected by IPRs like patents and designs

It is possible that researchers may have to use diverse technology/ design/ software, as part of their research. Under all such circumstances, due care and attention must be given, for not infringing the IP rights of third parties. Some of the licenses may have restrictions with respect to the kind of usage permitted. It is important to ensure that due and necessary permissions are obtained from IP owners prior to engaging in any use which moves beyond the terms of license or as permitted under the relevant statute(s) in India.

2.6.2 Use of copyrighted materials

Whenever researchers use copyrighted material for teaching or research purposes, it needs to be ensured that the use is within the permission obtained from the concerned copyright holder(s) or is within the boundaries of exceptions provided under the Indian copyright law. The scope of different educational use-related exceptions under Indian copyright law have been interpreted by different courts in India.

- (i) The institute library will consider creating an Institutional Repository and a link to the same may be provided on its official p website. This repository shall include dissertations, theses, papers, publications, and other in-house publications.
- (ii) In the absence of an institutional repository, the researchers may submit such works in other open repositories in the relevant subject area
- (iii) The researchers may be encouraged to license their works under an open license so that other researchers can also use the research outputs by providing appropriate attribution to the researchers.

2.6.3 Promotion of the use of Free and Open-Source Software (FOSS)

The National IPR Policy, 2016, approved by the Union Cabinet, is a giant leap by the government of India to spur creativity and stimulate innovation. As a vision document, it lays down the roadmap for the future of IPRs in India. It aims to establish an ecosystem in the country, conducive to innovation and creativity not only in terms of IP awareness and creation but also commercialization and enforcement. In this regard, it is pertinent to note that the policy enshrines the following action point: 5.12.: Promote use of Free and Open- Source Software along with adoption of open standards; possibility of creating Indian standard operating environments will be examined.

The use of Free and Open-Source Software (FOSS) can help in furthering the software-related skills of students and researchers. Wide adoption of FOSS would also improve the quality of software and lower the long-term costs of research in universities. Hence the institute may:

- i) Actively promote the use of FOSS among researchers, along with open standards.
- ii) Regularly organize training programs in FOSS for researchers.
- iii) License institute-owned software under open licenses; and
- iv) As far as possible, use FOSS for all official purposes.

2.7 Confidentiality, Data Protection, and Privacy

All users of information, documents, and/or data within the institute, must ensure that the same is always held securely and all activities pertaining to such information, documents, and/or data will be kept confidential by the user(s) and will be used only for purpose of such activities. The Institute shall strive to protect the data and personal information against unauthorized access, loss, destruction, or breach. It is suggested to have proper nondisclosure agreements with the user(s) in place to secure such confidential information, documents, and/or data.

Notwithstanding the above, any information which falls within one of the following shall not be treated as Confidential Information:

- i. Already under public domain.
- ii. Is required by law or regulation to be disclosed.
- iii. Is independently developed by the researcher; and
- iv. Is received from a third party having no obligations of confidentiality to the disclosing party.

2.8 Publications

i. Any publication, document and/or paper arising out of research activities shall be owned jointly by the institute and researcher(s)

i. The use of name, logo and/ or official emblem of the institute shall not be done without prior written permission from the institution. This rule is specifically for researchers other than faculty

ii. While the researcher may publish material relating to the research, it may be better for both the researcher and the institute to jointly decide on any publication to be made

iii. Particular care needs to be taken that no publication is made till the patent, if applicable, is filed

- iv. The institute may retain the right to require the exclusion of certain portions from the information being published.

2.9 Dispute Resolution

i. In case of any disputes between the institute and the inventor(s) / creator(s)/ any other aggrieved person(s), regarding the implementation of these guidelines, scope, operation or effect of any contract/agreement entered into, or the validity or breach thereof, the inventor(s)/Creator (s)/ any other aggrieved person(s) may appeal to the Vice-chancellor through IPR Cell. Efforts shall be made to address the concerns of the aggrieved party through the appointment of a committee of experts and the verdict of the Vice-chancellor is final.

3. IPR Management

The institute IPR Cell will be responsible for the management of IP. The IPR cell envisions promoting academic freedom and safeguarding the interests of inventors in the creation and commercialization of intellectual property with legal support, wherever necessary. It also envisions creating an environment for acquiring new knowledge through innovation, developing an attitude of prudent IP management practices, and promoting an IPR culture compatible with the educational mission of the institute.

The IPR Cell will function with the prime focus of enabling students, researchers, and professors to identify, generate, and protect their intellectual property through filing procedures for rights like patents, copyrights, trademarks, designs, etc. The IPR Cell will also cater to the commercialization of intellectual property, which will further foster the creation of a fruitful dynamic system between universities, investors and industries. Along with this, the IPR Cell will ensure seamless and ceaseless knowledge transfer amongst students and faculties, alike.

3.1 Responsibilities

1. IPR Cell will be responsible for conducting the following:
 - a. IPR Awareness Programs – Conducting IPR awareness programs for students, faculty, researchers, officials, etc.
 - b. Self-Training Workshops/ Advanced level awareness programs–Conduct advanced and training of trainers (TOTs) level IPR awareness programs for students, faculty, researchers, officials, etc.
2. IPR Cell shall provide an environment for academic and R&D excellence and conduct dedicated programs on IPR for undergraduate and postgraduate students as well as organize regular IPR counselling programs for research scholars.

3. IPR Cell shall expose students, faculty, researchers, officials, etc. to the prevalent IP law practices and provide them with an opportunity to learn and use legal skills under the supervision of IP practitioners and experts.
4. IPR Cell shall facilitate, encourage, promote and establish collaborative frameworks for industry–institute partnerships at national and international scales to initiate research and development of commercial value.
5. IPR Cell will work with the existing innovation and creativity ecosystem in the institute (such as Incubation Centres, Entrepreneurship Clubs, etc.).
6. IPR Cell will facilitate the recording, monitoring and maintenance of the IP portfolio of the institute may choose an outside counsel/ IP firm for managing its IP portfolio.
7. IPR Cell will enhance the reputation of the institute as an academic research institution and a member of society as well as the reputation of the Researchers through bringing the research results to public use and benefit. It will ensure that a culture is built that enhances recognition and respect for IP amongst students, faculty, researchers, officials, etc.
8. IPR Cell will be the custodian of the institute procedures on the identification, ownership, protection, and commercialization of IP.
9. IPR Cell on a regular basis will encourage researchers to identify solutions for problems faced by the industries and tailor research projects around the same.
10. In case of IP Filings: Students pursuing post-Graduate and above courses shall be encouraged to undertake a patent search before publishing any research paper and subsequently file for a provisional patent for novel and/or non-obvious inventions.
11. IPR Cell will receive all Invention Disclosure Forms and applications for IP filing.
12. For filing any IP, IPR Cell may avail necessary help from the nearest patent information centre present across the country. IPR Cell may seek assistance from these entities for legal certainty in research activities and technology-based relationships with third parties.
13. IPR Cell shall share half-yearly reports, which shall provide updates regarding the work done and targets/ milestones achieved.
14. IPR Cell may ensure, in case of disputes, efforts are made to address the concerns by developing and instituting as well as adopting an alternative dispute mechanism at the institute level.
15. IPR Cell shall be governed by appropriate laws of the Karnataka State and India.

3.2. Organization

The IPR Cell will have a simple structure and work towards establishing a creative, innovative, and IP-friendly ecosystem as well as devise monitoring mechanisms in the institute. It will comprise the following members:

1. Vice Chancellor
2. Registrar
3. Dean Research
4. IPR – Coordinator
5. Legal Advisor
6. One faculty member for each constituent college of JSSAHER

3.3 IPR Contracts and Agreements

All agreements in relation to IPR including but not limited to the following categories, for activities undertaken by any institute personnel need to be approved by the institute.

- Confidentiality Agreement/ Non-disclosure Agreement
- Evaluation Agreement
- License Agreement
- Technology Transfer Agreement
- Alternative Dispute Resolution Agreement

The Vice-chancellor acts as the final signing authority in all categories of agreements listed above. All agreements to be signed by the institute will have the jurisdiction of the court in Mysuru and shall be governed by the appropriate laws of India.

4. Additional Guidelines

- **Publication/ Display in Public Exhibition of Invention before Filing for Patent:** Generally, an invention, if published or publicly displayed cannot be patented, as such publication or public display leads to lack of novelty. Under certain circumstances, the Indian Patents Act, 1970, provides a grace period of 12 months for filing of patent application from the date of its publication in a journal or its public display in an exhibition organized by the Government or disclosure before any learned society or published by the applicant. The detailed conditions are provided under Chapter VI of the Patent Act (Sections 29–34)

- **Inventions/ Innovations that cannot be patented:** Innovations/ Inventions falling under the category of Sections 3 and 4 of the Indian Patents Act, 1970 cannot be patented in India.
- **Acts that do not constitute copyright infringement:** Section 52 of the Indian Copyright Act, 1957, specifically states certain acts as not being infringement of copyright. The “doctrine of fair dealing” envisaged under section 52 of the Indian copyright law allows certain use(s) of copyrighted works in special cases such as private use for the purpose of education, research, critique, review, etc.
- **Attribution or Citation should be done wherever references have been sourced from other work(s):** Copying or using any work from an already published or non-published work whether digital or in physical form, should be rightly attributed and referenced to the original source. Unless allowed as “fair dealing”, copying should not be done without obtaining required permissions/ licenses from the author/ creator. Remember, plagiarism is not only immoral, but also illegal.
- **Keep a record of all legal and related documents:** All agreements which are to be entered into with co-creators/ inventors / third parties should be documented properly to establish the ownership of any IP created. Additionally, keep a record of all documents relating to the IP, since the expressed inception of the idea.
- **Checks regarding names/ brands before choosing a trademark:** A prior public search for trademarks would prove beneficial before choosing a name or a brand name. This would aid in checking whether the same has been registered already as a trademark.

5. General Clause

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.