



# LINGAYA'S VIDYAPEETH

Deemed to be University, u/s 3 of UGC Act, 1956 / MHRD, Govt. of India



## **INTELLECTUAL PROPERTY RIGHTS POLICY of Lingaya's Vidyapeeth**



# Lingaya's Vidyapeeth

Deemed-to-be-University u/s 3 of UGC Act 1956, Government of India

**NAAC ACCREDITED**

Approved by MHRD/ AICTE/ PCI/ BCI/ COA/ NCTE

Nachauli, Jasana Road, Faridabad – 121002; Ph: 0129-2598200-05

Website: [www.lingayasuniversity.edu.in](http://www.lingayasuniversity.edu.in)

## **INTELLECTUAL PROPERTY RIGHTS POLICY**

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## 1.1 PREAMBLE

Knowledge and creativity are stored at universities and colleges. They serve as catalysts for ideas and breakthroughs that advance society and the general good. Innovations that benefit society greatly depend on intellectual property (IP), or works of mind that have a marketable value, and intellectual property rights (IPRs), or the legal rights connected to such works of intellect. Establishing clearly defined legal rights for intellectual property facilitates its commercialization and useful use, promoting economic development and advancement. An intellectual property rights (IPR) policy is necessary in the current global environment, as people's awareness of "knowledge assets" grows. It serves two purposes: it protects LV's interests and raises awareness of "knowledge assets and their impact on society" among LV faculty, students and project staff. The current policy makes it easier to preserve the rights of LV inventors, which include teachers, students and project staff. It gives them the choice to either protect their innovative work's intellectual property or leave it in the public domain for as long as they see appropriate. In keeping with LV's Vision and Mission, the policy encourages teachers, students, and researchers to use their intellectual property rights to start technology transfer initiatives that use new technologies produced at LV.

## 1.2 OBJECTIVE

- **Encouragement of Innovation:** Promote and encourage a culture of innovation and creativity among faculty, staff, and students.
- **Protection of IP:** Ensure that intellectual property generated within the university is protected and utilized effectively.
- **Benefit Sharing:** Ensure that the creators of intellectual property are rewarded and recognized.



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## 1.3 CLASSIFICATION OF IP:

A general list of intellectual assets includes: a) patents; b) copyrights; and c) trade/service marks.

## 1.4 DEFINITIONS

The following are some examples of these intellectual properties:

- a. Patent: A patent is an exclusive right awarded for an invention, which is a product or method that offers a novel approach to a problem or a new technical solution.
- b. Copyright: This is the sole right granted to the creator of creative works of literature, art, architecture, theater, music, and cinematography as well as sound recordings.
- c. Trade/Service Mark: This is any visually representable mark that can be used to identify one person's goods or services from those of another. Examples of such marks include product shape, packaging, and color combinations.
- d. Lingaya's Vidyapeeth, Faridabad is the first party.
- e. The Second Party consists of LV faculty, support staff, project staff, and students.
- f. A faculty member is a somebody who has the necessary training to provide instruction and research at LV as a visiting professor, full-time staff member, or Emeritus fellow appointed by LV.
- g. A person employed full- or part-time by LV to support teaching, research, development, and other supporting activities (including administrative tasks) is referred to as supporting staff.
- h. The Project Staff is a person hired temporarily on a contract for a research project, consulting work, or any other activity conducted by LV is referred to as project personnel.
- i. Third Party: Any governmental or non-governmental entity that engages in any activity with either the First or the Second Party, whether or not there is a monetary or in-kind exchange of consideration.
- j. Activity: Any autonomous or cooperative teaching, research, consulting, information creation, and dissemination activities carried out by an individual or an institution.
- k. Inventor(s): The individual or group in charge of coming up with intellectual property. If



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more than one inventor is involved in the creation of IP, one of them from LV would serve as the Lead Inventor. l) Visitor: An individual from India or elsewhere who is at LV for connected work or a joint activity. It is anticipated that the visit has been authorized by the LV's relevant authority.

- m) Work for Hire: The work (or product) was created by LV and is intended specifically for LV's use. It may have been produced by (a) an author when they were employed by LV, or (b) a non-employee working on a contract with LV.
- n) Associated Agreement: a written agreement, such as a Memorandum of Understanding (MoU), Memorandum of Association (MoA), Research Agreement, Consultancy Agreement, Non Disclosure Agreement (NDA), etc., reached with the consent of all parties involved and outlining each party's rights, obligations, and roles.
- o) Non Disclosure Agreement (NDA)/Confidentiality Agreement - The purpose of the agreement is to safeguard proprietary or private information shared by the parties signing the NDA.

## 1.5 OVERSIGHT OF IPR POLICY

### 1.5.1 RIGHT TO MODIFY THE IPR POLICY

LV will have the whole authority to amend the IPR policy or introduce a new one. This may occur as a result of modifications to governmental regulations or other domestic and global events, such as treaties and court rulings. The revised or updated policy will apply to all teachers, students, project personnel, support staff, and visitors.

### 1.5.2 RESPONSIBILITY TO CREATE OR CHANGE PROCEDURES AND PROCESSES FOR IPR POLICY IMPLEMENTATION

LV will have the complete authority to establish and modify administrative mechanisms as needed, including the creation of administrative bodies and assigning roles and responsibilities to different people or already-existing entities in order to develop intricate procedures and support the execution of LV's intellectual property policy.

### 1.5.3 REVIEWING PROCEDURE

Any individual who feels wronged in any way involving a disagreement, grievance about intellectual property ownership, processing of IP proposals, procedures used to execute the IPR policy, or interpretation of specific IPR policy clauses may file an appeal with the

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administrative body established to settle the matter. The Vice Chancellor of LV will make the final decision in the event that the appellant is dissatisfied with the decision made by such a body.

### 1.5.4 INFRINGEMENT OF IP

If any faculty members, students, project staff, supporting staff, visitors, or any other third party infringes upon the intellectual property rights (IPR) of an LV inventor, LV will establish an appropriate administrative body that will look into the matter and recommend a course of action to the director for resolving the infringement. Should a third party violate LV's intellectual property rights, the aforementioned administrative body would look into the matter and advise the vice chancellor, if necessary, about taking legal action.

### 2.1 INTELLECTUAL PROPERTY OWNERSHIP

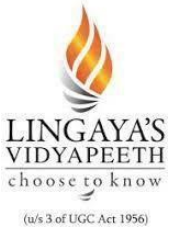
LV is guided by the ideals of excellence in research and education, knowledge exchange, and knowledge dissemination. These operations may result in the creation of new intellectual property (IP), which must be developed, transferred, exploited, and safeguarded for the good of society. This is only possible if the ownership of newly developed intellectual property is established. The interests of the inventor or inventors and the general public are safeguarded by clear IP ownership laws.

An intellectual property (IP) owner is the person who has the authority to transact in intellectual property, such as licensing, selling, assigning rights of use, or participating in any other activity of a similar nature, in order to generate income or other compensation from such activity and to keep, distribute, and make use of the income so generated. There are expenses and a legal process involved in being the owner of intellectual property. Every nation has a different procedure and cost schedule. An Owner must pay the required fees and related costs in order to get ownership rights independently in each nation.

### 2.2 KINDS OF ACTIVITIES THAT RESULT IN IP GENERATION

A. LV has participated in several forms of research and development (R&D) endeavors, such as the following, which have the potential to yield intellectual property:

- a) Research projects carried out by faculty members, students, project staff, supporting staff or others during their regular course of their employment or participation at LV, funded by LV; this would include student research projects under faculty supervision;
- b) Research conducted by a professor, student, project staff member, support staff member,



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or other using funding provided by a sponsor, such as the Indian government, a state government, an international organization, a foreign government, etc.;

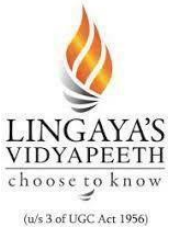
- c) Research conducted in collaboration with other academic institutions, such as PSUs, government departments, and private companies in India;
- d) Research conducted in collaboration with academic institutions and businesses outside of India;
- e) Research funded by businesses and other private organizations through research projects or consulting assignments; and
- f) Any combination of the aforementioned.
- g) Ownership of intellectual property may not be defined or expressed in the same manner in the aforementioned scenarios. In 2.3 describes the ownership definitions for various kinds of intellectual property as well as other pertinent information.

## 2.3 INTELLECTUAL PROPERTY (IP) OWNERSHIP

### 2.3.1 INDUSTRIAL DESIGN, COPYRIGHT ON SOFTWARE, AND PATENTS

LV is the only or exclusive owner of intellectual property if:

- A. It was developed entirely using LV money and facilities, or a combination of NHCE funds and facilities and outside agencies, but without a formal associated agreement.
- B. It was created without a related agreement by utilizing outside resources, including sponsored research and consulting initiatives, money, and facilities.
- C. It was created under any kind of contract, such as "work for hire," commissions, or outsourcing from LV.
- D. It was created in accordance with a formal contract in which LV has acquired ownership. Work assigned to programmers, authors of LV publications, etc. are a few examples.
- E. It cannot be attributed to a single person or a particular group of identifiable contributors; for example, software, technology, or processes created over time with contributions from various LV personnel are not assignable.
- F. A third party (either alone or in conjunction with LV) may possess intellectual property if:
  - a. External financing from third parties, including sponsored research, consulting projects, and other collaborative activity(ies) with a written accompanying agreement, has been



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utilized in its development.

- b. It was created through cooperative project(s) or activity(ies) with third party(ies) and related agreement(s) without the need for outside fundraising.
- c. It is the result of the work that LV faculty, students, project staff, and supporting personnel completed while visiting a third-party institution or organization.

The following rules must be adhered to when exchanging intellectual property in sponsored research and consulting projects or any other cooperative endeavor:

- d. LV may share its rights with other organizations if the funding agency permits LV to own the IP.
- e. Third party(ies), contingent upon each party's contribution.
- f. When funds are given by a government of India agency, ownership will be determined in accordance with the ownership guidelines established by the funding agency at the time the activity (ies) was approved.
- g. If money is given by a non-governmental organization, LV and the financing organization may split ownership. The sharing may take into account each party's relative contribution as well as any prior intellectual property owned by each party.
- h. A clear agreement outlining who owns the intellectual property developed is required for any collaborative endeavor involving many countries or institutions.
- i. Generally, intellectual property (IP) will only be shared by those parties who directly contribute to its creation with their people or other resources.

If the following conditions are met, the intellectual property (IP) may be owned by the inventor(s): It is unrelated to the inventor's involvement with LV; none of the circumstances listed above for LV or third party ownership apply. The engagement entails duties related to employment for teachers and staff.





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### 2.3.2 NON-SOFTWARE-RELATED COPYRIGHT

Copyright held by the author or authors: Unless otherwise specified by a related agreement, the writers of textbooks, research books, articles, monographs, teaching-learning resource materials, and other scholarly publications are the owners of the copyrights. These could also include well-known books of poetry, fiction, music, and other imaginative works of art. It is recommended that such creations be reported to the LV. If any revenue is received from these kinds of activities, it must be reported to LV in accordance with the regulations that apply to income from other professional activities and sources.

### 3.1 USE AND TRANSFER OF IP

The educational organization LV transfers and uses intellectual property with the intention of achieving one of its declared goals, which is to spread the benefits of research and development to the general public. The LV is aware that converting intellectual property into goods and services that benefit society is a difficult process that typically entails a significant financial outlay as well as incurring significant risks.

While an assignment of intellectual property rights involves the assignor transferring ownership irrevocably and permanently to the assignee, a licensing agreement is a partnership between the owner of intellectual property rights (licensor) and another party authorized to use those rights (licensee) in exchange for a predetermined payment (fee or royalty). Furthermore, LV's proprietary know-how is recognized as intellectual property (IP), and this policy governs the use and transfer of it.

### 3.2 IP LICENSING AND ASSIGNMENT POLICY

The most popular way for technology transfer to be commercialized is through intellectual property licensing. There are several different approaches to licensing strategy, such as the following:

- **Exclusive Licensing:** One licensee is granted exclusive use of the intellectual property by the licensor. Stated differently, the licensee holds exclusive rights to utilize and profit from

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the intellectual property. The intellectual property cannot even be used or exploited by the licensor.

- Sole licensing: The licensor grants a license to a single licensee in this instance as well. The licensor, however, is also permitted to utilize and profit from the IP under this arrangement.
- Non-exclusive licensing: Under this kind of licensing, the licensor is allowed to sign contracts for the use and commercialization of the intellectual property with many parties. Put differently, many licensees may utilize the same intellectual property (IP) simultaneously for the same or different reasons.

Each licensing agreement is somewhat specific to the technology being transferred because of the scope of research and development conducted at LV and the diversity of intellectual property produced as a result. When entering into a licensing agreement with a third party, the following rules apply:

- Generally speaking, no organization is allowed to have the sole right to create or commercialize LV-owned intellectual property.
- To avoid the risk of misuse or non-use, if an entity is awarded exclusive rights with respect to a certain IP, these should be for a limited time.

Other clauses that LV deems to be in the best interests of society may be included in the licensing agreement.

### 3.3 IP LICENSING AND ASSIGNING POLICY FOR STARTUP BUSINESSES INVOLVING LV INVENTORY

The inventor(s) of IP registered and controlled by LV are urged to support a start-up firm that develops a business plan utilizing the IP under consideration, in accordance with the rules set out by LV, in order to promote the commercialization of such IP.

Start-ups in the designated cases must license intellectual property (IP) controlled by LV, initially with restricted exclusivity for a three-year term. The type of finance available for such an endeavor, as well as the potential to make the technology/know-how available even in the absence of a license charge, may influence the licensing cost. All of these licenses, nevertheless, ought to come with a suitable contract and a surveillance system. The start-up shall have "no rights to sub-license" to any third party during the restricted exclusivity



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term. After the startup project proves its economic feasibility within the restricted exclusivity period, the licensing agreement will be reviewed and changed to become exclusive for a longer length of time with a royalty payment, the amount of which will be decided by LV. The exclusive rights to the license will be lost if the start-up is unable to make a profit within the designated time frame.

### **3.4 EXCHANGE OF REVENUE BETWEEN INVENTOR(S) AND LV**

The goal of IP protection, among other things, is to encourage everyone connected to LV who has the ability to do research that results in commercially viable products or processes, therefore generating income for the organization. LV's policy is to distribute the profits from the commercialization of intellectual property among its stakeholders. In addition to LV, these stakeholders will comprise inventors, affiliated academic institutions, and administrative bodies involved in intellectual property administration and commercialization.

LV maintains the right to periodically determine the various stakeholders' respective contributions to the development and distribution of intellectual property. Even when their affiliation with LV expires, the inventor(s) will still get a revenue share. To make this sharing possible, the administering body would develop procedures.

### **3.5 NONCOMPLIANCE AND CONFLICT OF INTEREST**

Regarding the creation and application of intellectual property, all inventors are accountable for adhering to all applicable laws, regulations, and LV policies and ordinances. Any faculty members and inventors are expected to refrain from any possible or reciprocal conflicts of interest in any actions resulting from the Institute's intellectual property policy.

### **3.6 IPR ADMINISTRATIVE MECHANISM**

#### **3.6.1 THE FUNCTION OF THE IPR STANDING COMMITTEE**

The primary administrative body, the IPR Standing Committee, will be in charge of developing specific protocols to make the LV IPR policy easier to execute.



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The IPR will have the following members:

|                                      |             |
|--------------------------------------|-------------|
| Dean (R&D)                           | Chairperson |
| Dean (Academics)                     | Member      |
| Senior Professor                     | Member      |
| Dean/HOD of the concerned department | Member      |

The following would be included in the IPR

proposed role:

- To form subject-matter expert committees in order to evaluate and suggest IP filing suggestions. (Note: If filing expenses are covered by an outside funding source, such as a sponsored project or consulting, this evaluation stage can be avoided.)
- Develop and complete the forms, processes, and guidelines needed to execute the IPR policy at LV.
- Establish appropriate protocols and standards for best practices in record keeping to facilitate effective intellectual property filing and safeguarding.
- Develop and complete agreements to enable LV to safeguard intellectual property.
- To develop the ways in which LV finances IP-related initiatives. To resolve any disputes or grievances pertaining to intellectual property ownership, the processing of IP proposals, the methods used to carry out the IPR policy and the interpretation of different IPR policy sections.
- To look into any instances of infringement or violation of intellectual property rights pertaining to LV and offer suggestions to the Dean (R & D) for resolution of such violation/infringement.