

**INTELLECTUAL PROPERTY RIGHTS POLICY
OF
UNIVERSITY OF JAMMU**

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Intellectual Property Rights Policy of the University of Jammu

1. PREAMBLE

Whereas it is expedient to protect and enforce the Intellectual Property Rights (IPR) in the University of Jammu, it is necessary to adopt an IPR Policy which should contribute to the promotion of technological innovation and the transfer and dissemination of technology, to the mutual advantage of University Stakeholders and users of technological knowledge and in a manner conducive to the social and economic welfare of India especially the University of Jammu, and to a balance of rights and obligations between the Stakeholders and users; the University of Jammu hereby adopts and implements the University of Jammu Intellectual Property Rights Policy subject to the review and revision from time to time.

The University of Jammu Stakeholders includes: the University of Jammu, as an Institution; Faculty of the University; Research Scientists from within the University or Collaborators/ Visiting Scientists/Guest faculty from other institutes or industry working in the University in collaborative research; Research Scholars/Officers working in the University; Visiting research students from other institutes involved in collaborative and funded research; Funding Agencies and industry partners

The University of Jammu, accredited as 'A+' Grade University by the National Assessment & Accreditation Council of India came into existence in 1969 vide Kashmir and Jammu Universities Act 1969 following the bifurcation of the erstwhile University of Jammu and Kashmir. The University provides instructions in sciences, humanities, social sciences, law, management, engineering, etc branches of learning through regular and distance mode and makes provision for research and the advancement and dissemination of knowledge. Being one of the oldest University, it is imperative to acquire and protect IPRs for the development of scientific

temperament and public good in tune with International Obligations, National Laws, and Policies governing IPR, henceforth the IPR policy is of utmost importance.

2. OBJECTIVES

The IPR refers to a wide range of rights:

1. Patents for inventions.
2. Copyrights for Literary (including a computer programme, artistic work, dramatic work, cinematic films, sound recordings, performer's rights, etc.
3. Trademarks including service marks.
4. Industrial Designs
5. Geographical Indications.
6. Integrated Circuits.
7. Plant Variety and Breeders Rights.
8. Protection of Bio-Diversity and Traditional Knowledge.

The IPR enables the inventors and owners of IPR (Stakeholders) to earn recognition and financial benefit from their original creations. An intellectual property rights policy is the cornerstone of a knowledge-based economy, innovation, and for Stakeholders, henceforth University of Jammu Intellectual Property Rights Policy intends to achieve the following objectives:

- i. To generate awareness about IPR amongst the Stakeholders of the University and society.
- ii. To facilitate innovation and creativity in the areas of technology and research, in the branch of studies undertaken at the University of Jammu by nurturing new ideas and ethical research.

- iii. To protect intellectual property (IP) rights generated by Stakeholders of the University of Jammu, by modeling their creativity and innovation into IP rights.
- iv. 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 Stakeholders.
- v. To develop R&D solutions for the development of new products and processes through contract and collaborative research.
- vi. To promote more collaborations between academia and industry through better clarity on IP regulations and IP licensing.
- vii. To develop the mechanism for IP licenses\ Assignments and Profit Sharing.
- viii. To create a mechanism for the commercial viability of IP Rights. The purpose of IP commercialization is also to augment the financial self-sustenance goals of the University of Jammu and its research activities
- ix. To develop a scheme for promotional and economic avenues for faculty and researchers.
- x. To establish an IPR cell for supporting all innovation, creativity, and other related activities for students, research scholars and faculty members, and other Stakeholders acting as the nodal agency for the University of Jammu for IPR Policy.

3. OWNERSHIP OF IP AND ALLOCATION OF IP RIGHTS

A. TYPES OF SUPPORT FOR RESEARCH

Ownership rights over IP generated in the University of Jammu vary according to the source of grant and resources used for the research leading to the generation of

the IP. Hence, it is important to understand the different contexts in which IP may be generated within the University of Jammu for example:

1. The research undertaken by Stakeholders in the normal course of his/her appointment/engagement with the University of Jammu, using substantial support from the University of Jammu including the research facilities and infrastructure available in the University.
2. The research undertaken by a Stakeholder in the normal course of his/her appointment/engagement with the university, using incidental support from the University;
3. The research undertaken by a Stakeholder with substantial support from an external source including the funding agencies, and industry partners.

1. Research with ‘substantial support from the University of Jammu’:

- i. All Patents and inventions acquired/developed by the Stakeholders by utilizing the substantial resources of the University of Jammu shall vest with the Stakeholders depending upon the sharing agreements developed by the IPR Cell from time to time.
- ii. All Active Pharmaceutical Ingredients (APIs) extracted and developed by the Stakeholders shall vest with the Stakeholders depending upon the sharing agreements developed by the IPR Cell from time to time.
- iii. All microorganisms, bacteria, viruses, etc developed by the Stakeholders shall vest with the Stakeholders depending upon the sharing agreements developed by the IPR Cell from time to time.
- iv. The Copyright in literary, dramatic, artistic, or musical works, and cinematic work and sound recordings by the Stakeholders shall vest with

- the Stakeholders depending upon the sharing agreements developed by the IPR Cell from time to time.
- v. Copyright in any institutional materials including course syllabi, curricula, exam questions, exam instructions, papers/ reports, any lecture videos, or Massive Open Online Courses (MOOCs) specifically commissioned by the University of Jammu shall vest with the University of Jammu.
 - vi. The ownership rights over any other form of IP generated with substantial support from the university including but not limited to software, know-how, designs, plant varieties, and integrated circuits developed by the Stakeholders shall vest with the Stakeholders depending upon the sharing agreements developed by the IPR Cell from time to time.
 - vii. The Stakeholder shall have a non-exclusive, royalty-free, irrevocable, and worldwide license to use the work for any purpose including, sharing it through open-access repositories subject to terms and conditions laid down by the IPR Cell of the University of Jammu.

2. Research with ‘incidental support from the University of Jammu’:

- i. All Patents and inventions acquired/developed by the Stakeholders by utilizing the incidental resources of the University of Jammu shall vest with the Stakeholders depending upon the sharing agreements developed by the IPR Cell from time to time.
- ii. All Active Pharmaceutical Ingredients (APIs) extracted and developed by the Stakeholders shall vest with the Stakeholders depending upon the sharing agreements developed by the IPR Cell from time to time.

- iii. All microorganisms, bacteria, viruses, etc developed by the Stakeholders shall vest with the Stakeholders depending upon the sharing agreements developed by the IPR Cell from time to time.
- iv. The Copyright in literary, dramatic, artistic, or musical works, and cinematic work and sound recordings by the Stakeholders shall vest with the Stakeholders depending upon the sharing agreements developed by the IPR Cell from time to time.
- v. Copyright in any institutional materials including course syllabi, curricula, exam questions, exam instructions, papers/ reports, any lecture videos, or Massive Open Online Courses (MOOCs) specifically commissioned by the University of Jammu shall vest with the University of Jammu.
- vi. The ownership rights over any other form of IP generated with substantial support from the university including but not limited to software, know-how, designs, plant varieties, and integrated circuits developed by the Stakeholders shall vest with the Stakeholders depending upon the sharing agreements developed by the IPR Cell from time to time.
- vii. The Stakeholder shall have a non-exclusive, royalty-free, irrevocable, and worldwide license to use the work for any purpose including, sharing it through open-access repositories subject to terms and conditions laid down by the IPR Cell of the University of Jammu.

3. Research with ‘substantial support from external partners’:

- i. With regard to research conducted with substantial support from external partners, ownership of IP shall be determined as per the terms and

- conditions in the agreement signed between the Stakeholders and the external partner. However, the Stakeholder shall grant the University of Jammu and the funding agency, as the case may be, a non-exclusive, royalty-free, irrevocable, and worldwide license to use the work for any purpose including, sharing it through open-access repositories subject to terms and conditions laid down by the IPR Cell of the University of Jammu.
- ii. In the absence of a specific agreement between the Stakeholders and the external partner who is providing substantial research support, the Stakeholder and external partner shall resolve the issue of joint ownership of IP for sharing the benefits in the proportion of their relative contribution. However, in the event of commercialization of these research outputs, the revenue shall be shared with the Stakeholders and external partners (as the case may be) as per the determination by the IPR Cell.
 - iii. The University of Jammu shall ensure through specific agreement with an external partner that the copyright in any institutional materials including, course syllabi, curricula, papers/ reports, any lecture videos, or Massive Open Online Courses (MOOCs) prepared under the specific instructions of the university shall vest with the university.

B. IP and consultancy assignments

Operation of all consultancy assignments should be channelized and administered centrally by the IPR Cell of the University of Jammu. Any intellectual property arising from the consultancy project will be jointly owned by the University of Jammu, and the consulting firm depending upon the terms agreed by the parties.

C. IP Rights Sharing

The IP Rights can be shared depending upon the agreement between the various Stakeholders based on licenses or assignments to be determined by the IPR Cell. Such licenses and assignments may include:

- 1. Exclusive Licensing/Assignments:** The licensor/assignor licenses/assigns the IP solely to one licensee/assignee all the rights concerning the IP applicable for specified terms and through the territory of India/Abroad.
- 2. Non-exclusive Licensing/Assignments:** The licensor/Assignor is permitted to enter into agreements with more than one entity for the use and exploitation of the IP on different terms and conditions dealing with different activities.
- 3. Sub-Licensing/Assignments:** This is applicable when a licensee/assignee wishes to further license/assign the IP to another party(s). Permissions pertaining to sub-licensing/assignment need to be clarified explicitly in the agreement between the Stakeholders and licensee(s)/assignee(s).

4. ENTREPRENEURSHIP, START-UPS AND IPRs

To promote and encourage entrepreneurial activities by the Stakeholders, the ownership of the IP Rights within the ambit of the IPR Policy may be assigned to the startups for better marketability and commercial exploitation.

5. CONFIDENTIALITY, DATA PROTECTION, AND PRIVACY

All users of information, documents, and/or data within the University of Jammu, 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 University of Jammu shall strive to protect the data and personal information against unauthorized access, loss, destruction, or breach. The IPR Cell shall formulate proper non-disclosure

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 the 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.

6. IPR CELL

An IPR Cell of the University of Jammu shall be the interface between the Stakeholders and the IP attorney to guide and help the faculty and students of the University of Jammu in developing and protecting the IPRs.

7. CONSTITUTION OF IPR CELL

The IPR Cell shall consist of the following:

1. The Vice-Chancellor of the University of Jammu (Chairperson)
2. Four (04) Faculty Members from the faculty of Science, Life Sciences, Medicine, and Engineering (to be nominated by the Chairperson).
3. Three (03) Faculty Members from the faculty of Social Sciences, Arts and Humanities, and Law (to be nominated by the Chairperson).
4. Three (03) Experts from the field of IPR, and Industry (to be nominated by the Chairperson).
5. The Patent Officer
6. The Registrar or his nominee shall act as a member-secretary.

7. The Convenor of the IPR Cell shall be one of the senior-most faculty member (to be nominated by the Chairperson).

8. ROLE AND RESPONSIBILITIES OF THE IPR CELL

1. The IPR Cell shall be responsible for creating awareness about IP Rights among the Stakeholders.
2. The IPR Cell shall develop the scientific environment for conducive ethical research and innovation at the University of Jammu.
3. The IPR Cell shall be responsible for overseeing the implementation of all recommendations and decisions pertaining to IP management in the university.
4. The IPR Cell shall be the responsible authority for guiding the University of Jammu with regard to entering into agreements relating to IPRs.
5. The IPR Cell shall suggest changes in the IPR Policy or new policies as and when deemed necessary in tune with the national and international law, policies, and treaties.
6. The IPR Cell shall facilitate patent filing, copyrights, and other IPR registrations with proper agencies in India and abroad.
7. The IPR Cell will support the Stakeholders in negotiating technology transfer.
8. The IPR Cell shall develop the scheme for benefit sharing of the IPRs with the Stakeholders and shall negotiate benefit-sharing agreements with the third parties.
9. The IPR Cell shall determine the terms of licenses and assignments and can assign all the rights to the startups of the University of Jammu for marketability and commercial exploitations.

10. The IPR Cell shall enter into partnerships with the third party through MoU, agreements, or any other arrangements for the conduct of research and innovation and the development of IPRs.
11. The IPR Cell shall have its own funds allocated by the University of Jammu out of its resources for the proper implementation of the IPR Policy.
12. The IPR Cell may allocate funds from the IPR Cell Fund for the creation of IP Rights by the Stakeholders.
13. The IPR Cell will help in creating awareness about different open initiatives like open access, open data, and open source software and help the Stakeholders comply with the open access mandates of the Government/ funding agencies/university of Jammu.
14. The IPR Cell will keep proper records of all IP applications from the University of Jammu.
15. While replying to applications under the Right to Information Act 2005 (“RTI Act”), IPR Cell may ensure that the novelty of the innovations (for the purpose of patent protection) shall not be defeated.
16. In cases of allegations of infringements of IPRs by any researcher of the University of Jammu or any third party, the University of Jammu may refer the matter to the IPR Cell and seek its opinion on the appropriate course of action.
17. In cases wherein any third party infringes upon the IPRs of the University of Jammu, the University of Jammu shall seek the opinion of the IPR Cell on the appropriate action to be taken and the IPR Cell may make recommendations to the Vice Chancellor for any legal course of action.

18. The IPR Cell shall have all other ancillary powers in consonance with the objectives of the IPR Policy for effective implementation and management of IPRs in the University of Jammu.

9. SETTLEMENT OF DISPUTES

- i. The IPR Cell shall determine the disputes emerging out of the IPR Policy and IPR issues concerning the parties to the disputes through negotiation and mediation.
- ii. In case the disputes cannot be settled through negotiation and mediation, such disputes arising out of or in connection with the IPR Policy and IPR issues between the parties or anybody claiming through them, the dispute will be referred for adjudication to the Vice-Chancellor, University of Jammu, who shall adjudicate upon the dispute in accordance with the provisions of the Arbitration and Conciliation Act as applicable to the of Jammu and Kashmir.

10. GOVERNING LAW

The IPR disputes shall be governed by the IPR Laws of India and laws applicable in Jammu & Kashmir for the time being in force.

11. LIMITATION OF LIABILITY

All commercialization agreements shall mention that the University of Jammu is protected and indemnified from all liability arising from the development and commercialization of the IP.