

**The Intellectual Property Rights Policy
(IPR-POLICY)**

**The NorthCap University, Gurugram
Haryana**

1. Preamble

The NorthCap University (hereinafter referred to as ‘NCU’) formerly Known with the name of ITM is dedicated to research, teaching, and extension of knowledge to the public at large. NCU is established under Haryana Private University (Third Amendment) Act, 2009 with the campus at HUDA Sector 23-A Gurugram – 122017, Haryana with the prime objective of imparting quality education throughout the country. The NCU recognizes its responsibility to produce and disseminate knowledge. Inherent in this responsibility is the need to encourage the production of creative and scholarly works and the development of new and useful materials, devices, instruments, designs, processes, software’s, and other intellectual property, some of which may have Potential commercial value. These activities contribute to the professional development of the individuals involved, enhance the reputation of the University, provide additional educational opportunities to students and promote social well-being. Particularly, a commercial exploitation of the intellectual property can be of considerable socio-economic benefit to the country. The NCU, therefore, supports and encourages the efforts directed towards bringing the fruits of University research in diverse fields of knowledge to public use and benefit while protecting the interests of the researchers.

To meet the goals envisaged in the preamble of this policy, the NCU is committed to provide an environment where scholarship and innovation can flourish and those participating in these endeavors can be rewarded for their hard work and skill. At the same time, NCU also recognizes that certain intellectual properties can be developed as a result of the environment and the facilities provided so that a special relationship between the University and its staff and scholars/students can be created. Moreover, NCU wishes where appropriate to gain benefits from intellectual property so created by the faculty and students not only in monetary terms, but also in the form of transmission of such knowledge to the future generations.

This IP Policy applies to all NCU employees and students, regular or contractual and visitors as well. Every member of the academic community, student, non-teaching and teaching staff alike, must be knowledgeable about intellectual property both to protect their own rights and to respect the rights of others. The NCU IP Policy is intended to encourage a healthy atmosphere conducive

to research and development through a generous system of rewards and incentives for the creation and dissemination of original work.

2. Objectives

- i. To promote, spur and encourage creative activities in all the areas of academics and research in the university.
- ii. Facilitate, encourage, promote and safeguard scientific inquiry, research pursuits and the academic freedom of its faculty, researchers and students.
- iii. To lay down a transparent and fair administrative system for the ownership, control and assignment of IPRs and sharing of the revenues resulting from the properties so created and held by the NCU;
- iv. Establish standards for determining the rights and obligations of the NCU, creator of intellectual property (for example inventions, developers, authors) and their sponsors with respect to inventions, discoveries and works created at the NCU;
- v. To build and sustain goodwill of the university as an academic institution of the highest order and to confer the benefits of its scholarship and teaching on the creators and users;
- vi. Make the creator of IPR aware of the applicable laws and rules for ensuring their compliance.

3. Commencement

This Policy on Intellectual Property Rights shall come into effect from March 01, 2022.

4. Definitions

- i. **Assignment:** is the transfer of rights or title in the intellectual property in writing.
- ii. **Educational materials:** The content and associated tools and technologies for delivery of content, including material developed for traditional face to face classroom courses as well as other delivery methods.

- iii. **Copyright:** is the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his/her creative work.
- iv. **Copyrighted work:** means literary, scientific and art works including academic publications, scholarly books, articles and includes inventions, technologies, developments, improvements, materials, compounds, processes and all other research results and tangible research properties, including software and other copyrighted works.
- v. **Creator(s):** include any employee of the university whether employed full time or part time or on probation or temporary basis either in the university and/or in projects and those who are research workers, research scholars or students or project fellows who are responsible for the creation of an intellectual property using the facilities of the NCU.
- vi. **Industrial Design:** means only the features of shape, configuration, pattern, ornament or composition of lines or colors applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.
- vii. **Intellectual Property (IP):** means work related to Patents, Trade Marks, Design, Copyright, Industrial designs, trade secrets, plant varieties and includes inventions, technologies, developments, improvements, material compounds, processes, and all other research results and tangible research properties, including software and other copyrighted work.
- viii. **IPR Cell:** A separate cell in the University for Facilitation in IPR filing which will be known as IPR Cell work. This cell will have a committee comprising of 4-6 members to look after IPR creation and protection.
- ix. **Licensing:** is the practice of renting the Intellectual Property to a third party.
- x. **Patent:** Patent and patentable materials are as defined in Indian Patent Act 1970 and further amended from time to time. The patentable material includes discoveries and inventions of new products and processes.

xi. Publication: means a public enabling disclosure of an invention and may be verbal or printed. Printed publication includes abstracts, student thesis and in certain instances, grants proposals.

xii. Researcher

a. person employed by the University, including student, employees and technical staff.

b. Students including graduate and postgraduate student of the university and institute.

c. any person including visiting scientist, Professor who uses the resources of university and who perform research work at University in any research project.

xiii. **University:** means the NorthCap University (NCU).

xiv. **University Resources:** means all tangible resources provided by University to Creators, including office, lab, studio space and equipment; computer hardware, software, support; secretarial service; research, teaching, and lab assistants; supplies; utilities; funding for research and teaching activities, travel; and other funding or reimbursement. “University resources” do not include payment of regular salary, insurance, or retirement plan contributions paid to, or for the benefit of creators.

xv. **University Research:** means any research or development activity which is undertaken by the University, or which is related to duties and responsibilities for which a person is compensated by the University, or which is conducted with substantial use of University facilities, or resources.

5. Ownership of Intellectual Property Rights

The NCU shall be an applicant or joint applicant with inventor/s of all IPs including inventions, software’s, Designs and integrated circuits and specimens, created by creators because of the University research or by substantial use of University resources. Also, it is incumbent on every employee of NCU that if any invention is created during NCU employment by using substantial resources of NCU then same needs to be disclosed to NCU for protection. However, if the activities are carried out jointly with other institutions or agencies or under a sponsorship by an agency, in such case the ownership will be decided and agreed upon mutually

NCU is not interested to take forward the disclosed invention/creation towards IP protection or through prior specific agreement.

- **Sponsored Research**

Intellectual Property Rights (IPR) of inventions arising out of research projects undertaken on behalf of the sponsoring agencies shall be taken jointly in the name of the University and sponsoring agencies when the sponsoring agencies bear the cost of filing and maintaining of the IPR equally. If the sponsoring agencies are not forthcoming, the University at its discretion may file the application with absolute ownership.

- **Collaborative Research**

All intellectual property jointly created, authored, discovered, invented, conceived or reduced to practice during the course of collaborative research undertaken jointly by NCU with Collaborating Institutions, shall be jointly owned; and the Collaborating Institutions will be requested to bear the cost of filing and maintenance of the IPR. Where the Collaborating Institutions are not forthcoming for filing joint IPR application, the NCU at its discretion may file the application with absolute ownership and NCU will meet the entire cost of filing and protection of Intellectual Property Rights.

6. Administration and Management of IPR

The administrative agency of the NCU along with inventor/s shall perform the activity of evaluating, protecting, licensing and managing the IP generated at the University. The creators of the IP shall provide all the necessary information to the administration for the management of the IPR. The administration will get it evaluated through the IPR Advisory Committee and by co-opting the patent attorney/legal external experts whenever and wherever needed, before deciding to manage the IPR.

- **Powers to amend IPR Policy**

The NorthCap University, through its Vice Chancellor (referred to as VC), will have the full power to make changes to the IPR policy or bring out a new policy as and when it is felt necessary. This can happen in view of changes in government policies or other national and international developments including treaties and legal judgments. The changes or the new policy shall be applicable to all faculty/students/project/staff/supporting staff/visitors.

- **Responsibility to create/amend procedures and processes for implementation of IPR Policy**

The NorthCap University through its Vice Chancellor shall have full powers to create and amend administrative mechanism from time to time in view, of the changing needs creating administrative bodies and entrusting role and responsibilities to various individual(s)/existing entities for evolving detailed procedures and to facilitate implementation of the IPR policy of the NCU.

- **IP Infringement**

In case of violation/infringement of any intellectual property rights such as patent infringement by the NCU faculty/ students/ project staff/ supporting staff/ visitors or any third party infringing upon the IPR of NCU inventor, IPR Cell would first investigate the matter and make recommendations to the Vice Chancellor for resolution of such violation / infringement. In case of any third-party infringing upon IPR of the NCU, the above IPR Cell would investigate and make recommendations to the Vice Chancellor including need for any legal course of action.

7. IPR Registration, Financial Assistance and Renewal

- **Filing of application in India:** When any creator(s) wants to get an invention patented or transfer the same for commercial exploitation; he / she will be required to make an application for the purpose to the IPR Cell for evaluation and financial aid which has to be evaluated within the period of 10 days. However, if any creator(s) feels the need for immediate safeguarding of his/her interest an application regarding it must be forwarded to the IPR Cell and which needs to be evaluated within 3 days. In any case on evaluation, the IPR Cell shall forward the application to the Vice Chancellor of NCU for approval. On approval, the NCU **pay the amount** on being sole applicant for patent or if opted, as co-applicant for patent then all the expenses must be shared equally.
- Moreover, in case of protection related to other IPR's like software's, Designs and integrated circuits and specimens, created by creators as a result of University research or by substantial use of University resources in which University claim ownership the

university will borne expense. However, in case of joint ownership expenses will be equally borne.

- It is incumbent upon the University employees associated directly or indirectly in the process of creation and filing to treat all IPR related information as confidential. Such confidentiality shall be maintained unless such knowledge is in the public domain or till such time as decided by the University.

- **Filing of Application in Foreign Countries:** If any creator chooses to apply for foreign patent, the NCU may consider the request based on the merit of the intellectual creation. However, if the NCU decides not to file such a patent in any foreign country, the NCU shall assign rights of IP in that country to the creator(s) for the purpose of such protection on the request of the creator(s).

- **Renewal of Patents:** If it is a joint patent with a sponsoring agency, the patenting costs may be equally shared with that agency. If the patent has been commercially exploited within the first seven years, the University shall pay an amount as agreed between parties of the Patent Fees for the remaining period of the life of the patent. If the creator does not show interest in such renewals, the University can either continue the patent by paying the fees for its full term or withdraw application for the patent protection at its discretion.

- **Revenue Sharing**

The revenue generated from the Intellectual Property shall be distributed as follows:

- i. When University is one of the Creator and has provided financial assistance, the income from economic use of such intellectual property will be shared amongst the University and creator/s 50%,50%.
- ii. When the individual researcher or a team of researchers is the Creator and has used only Universities facilities, the Revenue shall be shared amongst the individual researcher or team of researchers and the University 70%, 30%.
- iii. When the creation is the result of funded research, the income from economic use to be received from the Institution funding the research will be on revenue sharing basis at the level determined in the agreement assigning economic use of intellectual property to that

institution when it is the economic user. In such cases the income shall be shared between the team of researchers and the University as 60%, 40%.

- iv. The shares as mentioned above shall be determined after deducting the direct expenses if any from the total income received by the University.
- v. The creator(s) share would be declared annually, and disbursement will be made to the creator(s) or their legal heir, whether or not the creators are associated with the University at the time of disbursement.
- vi. Co-creators that is research team members of IP shall sign at the time of disclosure a Distribution of IP earnings agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The co-owners of intellectual property may at any time by mutual consent revise the distribution of IP Earnings.

8. Transfer of IP

- The University or its agents or the creator after obtaining approval from the Vice-Chancellor through IPR Cell may approach external agencies for commercial exploitations. All agreements shall be signed by the Registrar of the University and the creator of the IP being transferred.
- In case of IP involving more than one creator, a coordinator from among the creators shall be identified by the creators, for IP protection purposes. At this stage all members of the group of creators shall sign a revenue sharing agreement for the IP, as and when they accrue. This revenue sharing agreement may be modified at any time on mutual consent among the creators and intimated to the IPR Cell. Any conflict with regard to revenue sharing among the creators will be resolved by the University and the same will be binding on all the creators of the IP.

9. Confidentiality

It is important that any information about a potentially patentable Invention is not prematurely disclosed. Telling a third party about the information generated by a research project could constitute a disclosure and may mean that the invention loses the necessary quality of novelty, resulting in the Invention becoming un-patentable. In case anyone stakeholder need to discuss the details of an invention with outside academics or potential developers, they should ensure

that a non-disclosure agreement has been executed before disclosing any information about the invention.

10. Responsibilities of the University

- i. To make aware the faculty members, staff and other scholars regarding University's intellectual property.
- ii. To provide support as it deems necessary or desirable to obtain legal protection of intellectual property in which University has stake/share.
- iii. To facilitate the transfer of such intellectual property for economic use and develop mechanisms within these statutes for the assignment and management of Intellectual Property.
- iv. To provide legal support as it deems necessary and desirable to defend and protect the interests of the University and the creators of the intellectual property against third party claims or unauthorized use.
- v. To impart information to research sponsors as required by research and Licensing agreements, and applicable laws and regulations in a timely manner.

11. Responsibilities of the creator(s)

- i. To make an invention disclosure in a thorough and timely manner of all inventions, discoveries and other works that are patentable/copyrightable and in which University has stake/share as described in this Policy.
- ii. To provide such assistance as may be necessary throughout the assignment process to protect and affect transfer of the intellectual property.
- iii. To return all records and documents that are necessary for the protection of the intellectual property.
- iv. To abide by all commitments made in license, sponsored research and other agreements made in accordance this policy.
- v. To cooperate with the University with full responsibility in resolving all conflicts as may arise with respect to the IPs concerning to him/her and to make timely disclosure of such information which may hint towards any potential conflict relating to IP.

- vi. At the time of receiving financial assistance from NCU for protection of patent. An undertaking must be given that in case of termination or resignation of employment of NCU all the expenses related to patent has to bear as decided. In case of violation of same legal action can be taken against such an employee.

12. Dispute Resolution

In case of any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy, any aggrieved person can appeal to the IPR Cell headed by Registrar formed for the purpose to resolve the issue. In case the appellant is not satisfied with the decision of such a body, he/she can appeal to the Vice Chancellor of the NorthCap University whose decision shall be final.