

Sri Balaji Vidyapeeth (SBV)
Policy on Intellectual Property Rights (IPR)

Introduction :

Sri Balaji Vidyapeeth strongly believes in innovation and technology creation. Simultaneously in order to protect the interest of the inventors and the institution an IPR policy has been framed through the IPR Cell which has got the overall responsibility in IPR related matter. A Technology Creation Supply Fund (TCSF) has been created under the IPR Cell for extending financial support for creation of technologies. This is a draft policy which will be replaced by an act of the university at a future date. The policy is framed keeping in mind that the IPR laws of Govt. of India are complied with.

Section - I

Aim:

Sri Balaji Vidyapeeth has the following aims while framing the IPR Policy.

- 1) To use innovative and inventive work created in the institution for public interest.
- 2) To encourage scholars to come out with more and more of creative work that will help the society, nation and humanity.
- 3) To observe that the guidelines balance the interest of the scholars, the institution and the society

Section - II

Terminologies:

- 1) University means Sri Balaji Vidyapeeth
- 2) Policy means policy on Intellectual Property Right (IPR)
- 3) IPR item means Intellectual Property material or idea(s) for which securing IPR is being contemplated, in the process, is achieved or is not being contemplated.
- 4) Covered person(s) means staff and employees: teaching, non-teaching, permanent, temporary, adhoc or contract, full time or part time students and research scholar: full time or part time, visiting faculty, industrial personnel, fellows, non-employees, correspondence students and any other person who use the university resources or facilities or participate in university administered research.
- 5) Creator includes person(s) who have developed the material or idea for patent copyright, design and other forms of intellectual property who may be called inventor, author or contributor for difference IP items.
- 6) Creation includes material or idea for patent, copyright, design and other forms of IP items in form of invention, authorship and contribution.
- 7) Supported creation includes any creation under clause (6) section-II for which support of the university has been extended as in sub-clause 3 of clause-A of Section-III.

Section - III

Patents & Designs

A. Definitions:

1. Inventor – A person who either individually or jointly makes an invention.
2. Invention shall mean a patentable item or design.
3. Supported invention shall mean an invention made by a person/persons covered by the policy either in whole or part:
 - i. with use of funding from or through Sri Balaji Vidyapeeth
 - ii. With use of resources, belonging to from or through SBV, of any kind which may include space, facilities and other materials, even if the covered persons.
 - iii. Based on an agreement between SBV and a third party.
 - iv. All the above categories will come under supported invention even if the covered person is employed in or working for another organisation.
 - v. Mere trial/use of the invention in SBV does not bring the invention under the category of supported invention.

B. Disclosure:

Covered persons are under obligation to inform the IPR Cell of any supported invention and have to sign a disclosure document.

C. Ownership of supported Invention:

- 1) The disclosure document will be examined by the Patent attorney agent to determine the inventor/inventors of that particular invention but the right of ownership will be with the SBV. And the inventor, if requested by SBV, shall assign the ownership right to the latter.
- 2) The ownership of invention made beyond the duty hours at the university, unrelated to the covered person's duty at university and without using the support of the university as in clause 7 of section-II and without using the trade secrets of the university will belong to the covered person.
- 3) Filing of patent application will be the discretion of IPR Cell which will consider the commercial aspect and third party agreements. The inventor / inventors shall co-operate with SBV and its assignee in the patenting process without any remuneration.
- 4) SBV will have the sole right regarding commercialisation of an invention. SBV will consider the third party agreement while considering commercialisation. All the steps will be taken keeping public interest in mind. SBV will try to keep the inventors informed about the developments in commercialisation.

- 5) **Sharing of Royalty:** Royalties, if any, from any supported invention will be shared by SBV with the inventors as per the policy guidelines.
- 6) **Release of invention:** In situations where SBV does not file a patent application for an invention or when SBV abandons an already issued patent the inventor(s) can request for release of that invention to them. The SBV at its discretion will release the invention after considering the implications of third party agreement, interest of SBV and interest of Public. The inventors will have to agree to the following:
 - i. To reimburse to the university patent related expenses and fees, when they start getting income from the invention.
 - ii. To share with university 15% of net income (after deducting the expenses reimbursed to university and inventors legal, patent fee and licensing expenses from the gross income
 - iii. To honour any agreement entered by the university with a third party.
 - iv. To use the invention for public purpose and re-assign it back to SBV in case of failure to do so.
- v. To grant SBV royalty free use of the invention for its own research, educational and non-profit purpose.
- vi. To honour the university's liability and indemnity provisions.

Section - IV

Copyrights:

1. Other than in cases of computer software and data bases, authors are entitled to own the copyright and the income generated from that for books, films, video cassettes, musical works and any other copyrightable material prescribed under Indian copyright law. The authors must keep public interest in mind.
2. When the University commissions copyrightable work from the covered persons the work will be considered as "work made for hire" and the copyright will rest with the university.
3. When there is an agreement with a third party regarding copyright of a material, that agreement will be honoured first while simultaneously trying to protect the interest of the public and also of the authors to the extent possible.
4. The university may acquire rights of copyright or copyrightable material from the author(s) after entering an agreement with the latter at any point of time.
5. In circumstances where the involvement of the university is substantial through use of resources of any kind, the university will have a share in the royalty which may be agreed upon with the author prior to commission of the project.

Section - V

Computer Software:

Computer software shall include all types of computer program irrespective of the form of expression or material on which it is embedded, accompanying explanatory materials and computer data base.

Supported computer software : A computer software which has been developed.

1. Under or subject to agreement by university with a third party or
2. With use of funds from or through the university or
3. With use of any other kind of resources of the university.

Disclosure Obligation:

The inventor of software is under obligation to disclose the computer software to the university.

Ownership:

- 1) The university shall own all patents, copyrights and other IP rights including all the computer software for which IP is not contemplated and has got the discretion to commercialize them. The distribution of income, if any from them, will be as per the policy.
- 2) Release of supported computer software: The University, as owner, has the right for not going for commercialization of a software and has the sole discretion to release that software subject to a written agreement with all the inventors keeping certain rights to the university.

Section - VI

Unpatented material:

1. Supported unpatented materials include all unpatented, unpatentable materials, including biological material like cell lines, proteins, organism and other materials for which patent application has not been filed, or patent cannot be issued, and which have been developed by covered persons:-
 - i. With agreement by university with third party
 - ii. With use funds directly or through the university and for use of other resources like space, material and facilities.
2. Contributors are the covered person(s) as will be decided by the head of a laboratory or by the principal investigator of a project.
3. Ownership of the right of such material will be with the university which will also have the discretion for their use in research and for commercialisation. The contributors will get a share from the earning, if any, from these as per the policy.

Section - VII

Royalty sharing:

1. Royalty includes gross receipts from receipt of cash, securities and other equity shares, but excludes items like research funding, gifts and other non-cash offerings from enterprises against use of university’s IPR.
2. Net royalty means gross receipt less out of pocket expenses by the university towards
 - i. Filing, securing and maintaining patent and other forms of IPR including the legal & patent agent fees and litigation expenses.
 - ii. The process of licensing of IPR
 - iii. Development, packing, transportation and distribution cost.

3. Method of distribution of Net Royalty:

Administrative	15 %
Creator’s personal share	50 %
Creator’s Department share	10 %
Creator’s College / School share	10 %
Technology Creation Support Fund	15 %

4. Distribution of income among multiple creators:

- i. Among multiple creators of a single IPR item it will be done in pre-agreed proportion among the creators; failing this it will be distributed in equally among them.
- ii. When multiple developers from multiple laboratories develop a single IP item, the distribution of income among laboratories will be as per pre-agreed term among creators, failing which it will be equally distributed among laboratories.
- iii. When multiple developers develop a single unpatented material, the distribution of income will be as per pre-agreed term among creators; failing this the proportion will be decided by the head of the laboratory.
- iv. Multiple creators channelled through single license or package will be done as per pre-agreement among creators, failing which the TCSF will decide the value of individual creations. The distribution of the value of individual will be as per sub-clause (i), (ii) & (iii).

Section - VIII

Rights of appeal:

Regarding the above item (iii) & (iv) can be done to IP Cell

Section - IX

Portability of Royalty shares:

Only the personal share is portable with the creator if he/she leaves the university. All other shares will be retained as before.

Section - X

IPR Cell:

Functions of IPR cell will have the following duties:

1. Review of framing of IPR policy periodically & bringing necessary changes if necessary
2. Hearing of appeals.
3. Motivating inventors
4. Facilitating acquiring IPR

Section – XI

Function of Technology creation support fund (TCSF)

- 1) To extend financial support for creation of technologies.

Notwithstanding the clauses and sub-clauses of the policy the university reserves the right to enter into agreement with third parties on different terms.

