

KURUKSHETRA UNIVERSITY KURUKSHETRA

(Established by the State Legislature Act XII of 1956)

("A" Grade, NAAC Accredited)

Intellectual Property Rights (IPR) Policy

1. **Preamble:** Kurukshetra University, Kurukshetra was established by the State Legislature Act XII of 1956 and is 'A' Grade, NAAC Accredited . Located in the holy city of Kurukshetra, land of the historical battle of 'Mahabharata' and the great message of Bhagwad Gita, it has grown into a multi-faculty University as one of the premier centres for advanced study and research in the region. Our mission is to prepare a class of proficient scholars and professionals with ingrained human values and commitment to expand the frontiers of knowledge for the advancement of society. To be globally acknowledged as a distinguished centre of academic excellence is our vision.

2. **PURPOSE/OBJECTIVES OF IPR POLICY:**

The objectives of the IPR policy are:

- (a) To enable Kurukshetra University to discharge its primary responsibility of fostering, stimulating and encouraging creative activities in the area of science and technology in the widest sense and aims to facilitate the protection and valorisation of intellectual property generated during scientific pursuit in the University and offers scope for alleviation of human sufferings and betterment of human life.
- (b) To lay down the norms to protect the legitimate interest of faculty/students/ project/staff/ supporting staff /visitors of Kurukshetra University and the society in a rational manner consistent with the 'commitment' of Kurukshetra University and 'role' assigned to it by the society and to facilitate in a proactive manner in the generation, protection and transaction of Intellectual Property rights which offer potential and scope for shared benefits to both University and inventors.

- (c) To provide a transparent administrative system for the ownership, control and transfer of the intellectual property created and owned by the University;
- (d) To share a global perception of practices related to intellectual property retaining national identity and local constraints, avoiding as far as possible 'conflict' of opposing interests,
- (e) To keep into consideration the sustainable use of bio-resources and conservation of biodiversity.
- (f) To promote fair use of traditional knowledge while recognizing local traditional knowledge stakeholders and benefit sharing.

3. DEFINITIONS:

These intellectual properties rights can be illustratively defined which includes:-

- a) Patent- is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something, or offers a new technical solution to a problem.
- b) Copyright- is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings.
- c) Trade/Service mark- means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colours.
- d) Industrial Design- means only the features of shape, configuration, pattern, ornament or composition of lines or colours 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.

- e) Integrated Circuit Layout Designs - means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.
- f) New Plant Variety- a plant variety that is novel, distinct and shows uniform and stable characteristics.
- g) Biotechnology Inventions-include recombinant products such as vectors, nucleotide sequences, micro-organisms.
- h) Traditional Knowledge- The knowledge developed by the indigenous or local communities for the use of a natural resource with respect to agriculture, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.
- i) Geographical Indications- means an indication which identify such goods as agricultural goods, natural goods as originating or manufactured in the territory of a country or manufactured in the territory of a country or a region or locality in that territory where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin and in case where such goods are manufactured one of the activities of either the production or of processing or preparation of the goods concerned takes place in such territory, regions or locality as the case may be.

3.1. IPR ADVISORY COMMITTEE:

- Vice Chancellor, Kurukshetra University, Kurukshetra
- Dean Academic Affairs, Kurukshetra University, Kurukshetra
- Dean, Research and Development, Kurukshetra University, Kurukshetra
- Nodal Officer, IPR-Cell, Kurukshetra University, Kurukshetra.
- A Senior Scientist, to be nominated by Patent Information Centre, Haryana State Council for Science and Technology, Department of Science and Technology, Panchkula (Haryana).

4. OWNERSHIP:

4.1 IN-HOUSE RESEARCH:

Intellectual Property Rights (IPR) arising out of research grant/projects from the Kurukshetra University and carried out at the Kurukshetra University shall vest in and be the absolute property of the University except in respect of the activities carried out jointly with other institutions or agencies or under a sponsorship by an agency, in which case the ownership will be decided and agreed upon mutually.

4.2 SPONSORED RESEARCH:

All Intellectual Property Rights (IPR) 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 and University will meet the entire cost of filing and protection of IPR.

4.3 COLLABORATIVE RESEARCH:

All intellectual property rights jointly created, conceived or reduced to practice during the course of collaborative research undertaken jointly by University 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. In case the collaborating Institutions are not forthcoming to bear fully the cost of filing and maintenance, if considered expedient by the University, the University will share the cost equitably with the collaborating Institutions. Where the Collaborating Institutions are not forthcoming for filing joint IPR application, the University at its discretion may file the application with absolute ownership and University will meet the entire cost of filing and protection of Intellectual Property Rights.

5 TECHNOLOGY TRANSFER

- (i) The Intellectual Property of the Kurukshetra University which is in the name of Kurukshetra University or jointly with other Institutions/Industry will be marketed commercially under agreements involving technology transfer, licensing and revenue sharing models.
- (ii) . In case of joint ownership, the Organization/Industry which has sponsored the activity, will have the first right to commercially utilize and exploit Intellectual Products emanating from the collaboration activity, whether or not the same have been formally protected by patent(s). The licensing to commercially exploit would involve technology transfer fee and also royalty payment from the first date of such commercial exploitation for a period that will be as mutually agreed upon.
- (iii) In the event of the other collaborating organization/industry not undertaking the commercial exploitation within a reasonable period of two years from the first date of development of the technology. Kurukshetra University reserves the right to transfer the said technology to a Third Party for its commercial exploitation and use. In such instance, however, Kurukshetra University shall share the net profits from such commercial assignments, in equal measure with the collaborating organization/industry in the ratio 1:1.
- (iv) Kurukshetra University would endeavour to exploit the IP by commissioning a Technology Management Agency and thereby bring to a favourable light the IP produced by its Inventor(s). The Inventor(s) may seek Kurukshetra University to assign the rights to them after a certain holding period.

6 REVENUE SHARING

The revenue arising out of licensing of IP and royalty would be shared in the appropriate ratio (currently, this ratio is 60:40) between the inventor(s) and the

Kurukshetra University. Where Kurukshetra University reassigns the right of the IP to its investor(s), the inventor(s) shall reimburse all the costs incurred by Kurukshetra University, which include protection, maintenance, marketing and other associated costs.

7. JURISDICTION

All agreements to be signed by Kurukshetra University will have the jurisdiction of the courts situated at Kurukshetra and shall be governed by appropriate laws in India.

8. ESTABLISHMENT OF I.P.R CELL

The cell will function under the Nodal officer, IPR cell Kurukshetra University, kurukshetra, look after all the correspondence of the university relating to IPR cell and shall identify potential licensee(s) for the IPR to which Kurukshetra University has ownership.