

PATENT & COPYRIGHT POLICY, NU 2024

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SECTION I

1. INTRODUCTION

1.1 PREAMBLE

The amendments of the Patents Rules, 2003 (Annexure 1) were published in subsequent years as required under sub-section (3) of section 159 of the Patents Act, 1970 (39 of 1970), and the latest patent rules, Patents (Amendment) Rules, 2024 (Annexure 2) have been published in March 2024, in the Gazette of India. The policy on Patents of NIIT UNIVERSITY (NU) is as per vide notification of the Government of India in the Ministry of Commerce and Industry (Department for Promotion of Industry and Internal Trade) number G.S.R. 211(E) , dated the 15th of March, 2024 in the Gazette of India and are benchmarked with reputed Institutions. This policy may be called as “Patent & Copyright policy at NU (2024)” and supersede the sections related to Patent and Copyright in earlier “policy framework for undertaking sponsored research, Industrial consultancy & manpower development programs and intellectual property rights & technology transfer at NU (2018)”, Appendix-H, Ref. AC Agenda Item No.32.08 (Annexure 3).

Policy on patent is needed not only to preserve the interest of NU but also to make faculty members/ students / project staff / supporting staff of NU aware of ‘knowledge asset and its impact on the society’. Policy on Patent at NU (2024) is prepared based on the Patents rules, Govt. of India (Annexure 1 & Annexure 2), existing Policy on IPR (Annexure 3), IPR Policy, IIT Delhi (Annexure 4), IPR Filing, SNU (Annexure 5), IPR Policy, TUM (Annexure 6), IPR Policy, MIT (Annexure 7), IPR Policy, IIT Roorkee (Annexure 8) and IPR, A manual, BITS Pilani (Annexure 9) and IPR policy, IIT Tirupati (Annexure 10).

The amendment as per the patent rule in 2024, in the case of a small entity, or startup, or educational institution, every document for which a fee has been specified shall be accompanied by Form-28 (Annexure 2 Patents Amendment Rules 2024), appended at the end.

1.2 OBJECTIVES

The objective of the “Policy on Patent at NU (2024)” is to encourage and increase patent filings at NU and also ensure that it facilitates protection of the right of the Inventor(s) of NU. The policy favors outreach of the novel technologies developed at NU, in alignment with the Vision and Mission of NU. It motivates the faculty, students, and other researchers of NU to initiate technology transfer, gained over an innovative idea or good research/development work. Patent falls under the “Intellectual Property”.

- 1.2.1 The intangible assets of NU such as technical information, inventions, discoveries, copyrightable works and other creative works resulting from the normal professional activities of its employees and students are often of greater value than its physical assets in view of their potential to be brought into practical use.

1.2.2 Keeping in mind the direct and intrinsic benefits of the creative activities pursued at NU, Policy on Patent is laid down with a view to:

- Provide the necessary protection to the intellectual property so generated and to provide incentives to its employees and students with a view to encourage both the discovery and development of new knowledge and its transfer for public benefit and its use for development of the economy.
- Enhance the generation of revenue for NU and to provide financial and reputational benefits for the creator(s) of the intellectual property; and
- Preserve NU's freedom to conduct research and to use the intellectual property created by that research.

1.2.3 Policy on Patent and copyright puts into place a system for protecting intellectual property generated during scientific pursuit at NU and its commercial exploitation. It seeks to provide guidance to NU employees, students, scholars, and outside agencies on the practices and the rules of NU regarding intellectual property rights (IPR) and obligations which include the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements. Furthermore, the IPR Policy is expected to fulfil the commitment of NU to promote academic freedom and to provide an environment which is conducive to the promotion of R&D.

1.3 DEFINITIONS

For purposes of this Policy the terms used have the following meaning:

- a. Patent** - A legal exclusive right granted to an inventor for an invention (which is product or a process) that provides in general, a new way of doing something or offers new technical solution to a problem. It is a type of intellectual property that gives inventor/owner the legal exclusive right for his/her invention (which may be product or process) that provides a new way doing something or offer a new technical solution to an existing 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. Copyright Law** - An exclusive legal right granted to the author(s) that protects **original works of authorship**. This law includes (but not limited) paintings, photographs, illustrations, musical compositions, sound recordings, computer programs, books, poems, blog posts, movies, architectural works, plays, and research works. This law protects the creator of the original material so that no one can duplicate or use it without authorization.
- d. Intellectual Property** - The term "Intellectual Property" is an intangible knowledge product resulting from the intellectual output of its creator(s) and can be broadly defined to include inventions, discoveries, know-how, show-how, processes, unique materials, copyrightable works, original data and other creative works which have value. Intellectual property includes that which is protectable by statute or legislation, such as patents, registered or unregistered copyrights, registered or unregistered trademarks, service marks, trade secrets, and mask

work. It also includes the physical embodiments of intellectual effort, for example, models, machines, devices, designs, apparatus, instrumentation, circuits, computer programs and visualizations, biological materials, chemicals, other compositions of matter, plants, and records of research and experimental results.

- e. **IP Infringement:** In case of violation/infringement of any IPR policy by faculty/staff/student/third party, NU would constitute an appropriate administrative body to investigate the matter. The body would submit its findings along with recommendation to the President, NU for resolution or settlement of such violation/infringement. The recommendation by administrative body may include need of legal course of action, should a need arise.
- f. **Traditional Academic Copyrightable Works:** The term "Traditional Academic Copyrightable Works" refers to a subset of copyrightable works created independently and at the creator's initiative for academic purposes. Examples of such work may include class notes, books, theses and dissertations, educational software (also known as course ware or lesson ware) that the creators may design for courses they teach, pictorial/graphic works, or other works of artistic imagination that are not created as an institutional initiative.
- g. **Educational Institution:** Educational Institution means a University established or incorporated by or under Central Act, a Provincial Act, or a State Act, and includes any other educational institution as recognised by an authority designated by the Central Government or the State Government or the Union territories in this regard.
- h. **Creator:** The term "Creator" refers to an individual or group of individuals who make, conceive, reduce to practice, author, or otherwise make a substantive intellectual contribution to the creation of intellectual property. "Creator" includes the definition of "inventor" used in Indian patent law for patentable inventions and the definition of "author" used in the Indian Copyright Act for copy written works of authorship.
- i. **NU resources usually and customarily provided:** When determining ownership and license rights in copyrightable works, the term "NU resources usually and customarily provided" include office space, library facilities, ordinary access to computers and networks and salary. In general, it does not include the use of students or employees as support staff to develop the work, or substantial use of specialized or unique facilities and equipment, or other special subventions provided by NU unless otherwise approved as an exception.
- j. **Proceeds:** For purposes of revenue sharing the term "proceeds" shall refer to all revenue and/or equity, as defined below, received by NU from transfer, commercialization, or other exploitation of NU-owned intellectual property.
- k. **Revenue:** The term "Revenue" shall mean cash from payments including, but not limited to, royalties, option fees, license fees, and / or fees from the sale of NU's equity interest.
- l. **Equity:** The term "Equity" shall include, but shall not be limited to stocks, securities, stock options, warrants, buildings, real or personal property, or other non-cash consideration.
- m. **First party:** NU
- n. **Second Party:** Faculty, Supporting Staff, Students
- o. **Third Party:** Any governmental or non-governmental organizations or societies with whom either the first party or second party involves or interacts with any project/research related activities.

- p. Non-Disclosure Agreement (NDA/Confidentiality agreement):** This agreement intends to protect proprietary or confidential information related to work among the parties involved in executing the project.
- q. President of NU:** will have full administrative powers to amend the administrative mechanisms involved from time to time in view of changing requirements. These include creating an administrative body and entrusting the role and responsibility of various individual(s)/entities for smooth functioning and implementation of IPR policy.
- r. Appeal Procedure:** Any person can appeal to administrative body, constituted for IPR policy with the approval of President, NU, for any conflicts, grievances regarding ownership of Patent and copyright, processing of Patent and copyright proposal, procedures adopted for policy implementation or related to various clauses of Patent and copyright policy. If inventor or person is not satisfied with the decision of governing body of Patent and copyright, he/she can appeal to President of NU whose decision shall be final and acceptable to everyone.
- Faculty and team members involved will be personally responsible for non-disclosure of the confidential information.
- NDA will remain valid up to the termination/expiry of the agreement.
- s. Activity** - Activities related to teaching, research, consultancy, generation and dissemination of information carried out by a person or an Institution independently, or collaboratively.
- t. Inventor(s)** – A person or a group of persons responsible for creating Patent and Copyright. In case, creation of Patent and Copyright is associated with more than one inventor, one of them, from NU, would function as a Lead Inventor.
- u. Visitor**- A person either from India or abroad visiting under a collaborative activity or associated work at NU. It is expected that the visit has been approved by competent authority of NU.
- v. Work for hire**- The work (or a product) originated from NU and is meant for the specific purpose of NU and produced by (1) an author during his/her employment at NU or (2) non-employee under contracted work by NU.
- w. Work Commissioned/Outsourced** - work commissioned by NU to a creator or group of creators either employed by NU or invited from outside NU with or without any consideration in cash or kind. Typical examples of NU commissioned works are: (1) Design work, (2) Artistic Work, (3)Engineering/Architectural Models, (4)Computer Software (5)Reports based on surveys and analysis, (6) Video works.
- x. Associated Agreement** – document created with mutual consent of involved parties defining the rights, roles and responsibilities of each of the parties, for example, Memorandum of Understanding (MoU), Memorandum of Association (MoA), Research Agreement, Consultancy Agreement, Non Disclosure Agreement (NDA), etc.
- y. Centre for Industry Collaboration (CIC)**- The unit is a part of the industry interface of NU to promote partnership with new technology entrepreneurs and start-up companies at NU.

SECTION II

2. ADMINISTRATIONS OF PATENT AND COPYRIGHT

2.1 Patent and Copyright Evaluation Committee (PCEC)

Evaluation of intellectual property (IP) shall be done by NU's **Patent and Copyright Evaluation Committee (PCEC)** comprising of:

- The Dean Research who shall be the ex-officio Chairperson.
- Three members of NU Faculty with expertise or familiarity/experience in areas related to the Patent and copyright nominated by the President.
- One nominee of NU's Standing Committee on Intellectual Property nominated by the Committee.
- The Administrative Officer (Patent and copyright Cell) who shall be the non-member Secretary of the Committee.

2.1.1 Role of PCEC

The role of the PCEC shall be to take evaluation and exploitation decisions in respect of NU-owned intellectual property. Specifically, the PCEC shall:

- Assign ownership rights of the intellectual property after review of applicable contractual obligations and any claims preferred by the creator(s).
- Determine whether the concerned Patent and Copyright warrants filing of an Indian / International Patent.
- Determine whether the Patent and Copyright has a reasonable chance for commercialization.

2.1.2 Evaluation and Exploitation Decisions

- After evaluation of the intellectual property and review of applicable contractual commitments, NU may develop the property through licensing to an established business or a start-up company, or it may release it to the sponsor of the research under which it was made (if contractually obligated to do so), or it may release it to the creator(s) if permitted by law and current NU policy, or it may take such other actions considered to be in public interest.
- Exploitation by NU may not involve statutory protection of the intellectual property rights, such as filing for patent protection or registering the copyright. All agreements regarding intellectual property shall be executed by the Registrar in consultation with Dean Research.

2.1.3 Questions Related to NU Ownership

In the event NU's ownership has been questioned by the creator(s) while submitting information with respect to the IP, NU will provide the creator(s) with a written statement as to NU's ownership interest if the PCEC after the evaluation decides on the ownership rights in favour of NU.

Access to NU online content does not transfer any rights concerning the intellectual property of the NU about copyright and patents which may vest in the NU or the authors, compilers, creators, or licensors of such information. Copyright and Patents subsisting in any database/s maintained by the NU and relating to the online services are owned by the NU. The user restrictions and security are not to violate the security of any computer system or network, which shall include directly or indirectly, on any copyright and patent secret to publicity or privacy.

2.1.4 Informing Creators of Decisions

NU will inform the principal creators of its substantive decisions regarding protection, commercialization and/or disposition of intellectual property which they have disclosed. However, specific terms of agreements with external parties may be proprietary business information and therefore subject to confidentiality restrictions.

2.1.5 Abandonment of Development of Patent and Copyright by NU

Should NU decide in any individual case to abandon development or protection of the concerned NU-owned intellectual property its ownership may be assigned to the creator(s) as allowed by law and current NU practice, subject to the right of the sponsors, if any, and the right of retention of a '**license of usage**' for NU purposes. The minimum terms of the license shall grant NU the right to use of the said intellectual property in its internally administered programmes of teaching, research, and public service on a perpetual, royalty-free, non-exclusive basis. NU may retain more than the minimum license rights, and the assignment or license may be subject to additional terms and conditions, such as revenue sharing with NU or reimbursement of the costs of statutory protection, when justified by the circumstances of development.

2.1.6 Commercialization

- NU may, at its discretion and consistent with the public interest, license the intellectual property, to which it has ownership or rights assigned to it, on an exclusive or non-exclusive basis. The licensee must demonstrate technical and business capability to commercialize the intellectual property. The license may also include clear performance milestones with a provision for recapture of intellectual property if milestones are not achieved. The licensee may be required to assume the cost of statutory protection of the intellectual property.
- For **Patent and Copyright** where exclusive rights have not been assigned to a third party, the creator(s) may also contact potential licensee(s) on their own initiative while taking due care to ensure maintenance of confidentiality.
- In the event NU is unable to commercialize the **Patent and Copyright** in a reasonable period of time then the creator(s) may approach NU for assignment of its rights to them.

2.1.7 Contracts and Agreements

All agreements related to **Patent and Copyright**, including, but not limited to the following categories undertaken by any NU employee and/or student need to be approved by NU:

- Allegiance, Affirmation and Confidentiality Agreements
- Evaluation Agreements
- License Agreements
- Technology Transfer (Commercialization) Agreements
- Alternative Dispute Resolution Agreements
- Classified Information Non-Disclosure (specific) Agreements

Licenses, options for licenses and other agreements related to commercialization or exploitation of intellectual property shall be granted in the name of the Board of Management of NU. All such contracts shall be executed by the Registrar, subject to the approval of the President on the recommendation of the Dean Research, and shall be in accordance with the provisions of NU's IPR Policy.

2.1.8 Conflict of Interest and Commitment

- Commercialization activities involving NU employees will be subject to review of potential conflict of interest and commitment issues and approval of a conflict management plan in accordance with applicable NU policy. In this regards all creator(s) are required to disclose any conflict of interest or potential conflict of interest that they and/or their immediate family members may have with a licensee or a potential licensee company.
- NU employees engaged in consulting work or business are responsible for ensuring that agreements emanating from such work are not in conflict with NU's contractual commitments or with NU policies regarding NU-owned intellectual property. Such employees should make their non-NU obligations known to NU and should provide other parties to such agreements with a statement of applicable NU policies regarding ownership of intellectual property and related rights. Furthermore, all creator(s) must ensure that any entrepreneurial activity that they may be pursuing does not have an adverse effect on their teaching, research and other responsibilities at NU.

2.1.9 NU's Acceptance of Independently Owned Intellectual Property

NU may accept assignment of intellectual property generated at NU under collaborative/sponsored R&D Projects but which in terms of the initial contract is under ownership of the collaborating/sponsoring third party provided that such action is determined to be consistent with public interest. Intellectual property so accepted shall be administered in a manner consistent with the administration of other NU-owned intellectual property.

2.1.10 Statement by Creator(s)

Creator(s) of NU-owned intellectual property may be required to give an undertaking that:

- to the best of their knowledge the intellectual property does not infringe on any existing patent, copyright or other legal rights of third parties;
- that necessary permission has been obtained from the owner of any work not the original expression or creation of the creator(s) that may have been used in the development of the IP;
- that the work contains no libellous material nor material that invades the privacy of others.

2.1.11 Administrative Responsibility

The President shall be the ultimate authority for the stewardship of intellectual property developed at NU with the Dean Research, under policy guidance of an **Patent and Copyright Committee (PCC)**, having direct line authority and responsibility for the administration of NU's IP Policy, including but not limited to determination of ownership, assignment, protection, licensing, marketing, maintenance of records, oversight of revenue or equity collection and distribution, approval of individual exceptions, and resolution of disputes among creator(s) and/or unit executive officers.

NU's **Patent and Copyright Committee (PCC)** shall comprise of the following members:

- Dean Research, ex-officio Chairperson;
- Dean Academic, ex-officio;
- Three members of NU Faculty actively involved in research/consultancy nominated by the President for a term of 2 years each;
- Two experts on **Patent and Copyright** from industry nominated by the President for a term of 2 years each; and
- Associate Dean, Research, ex-officio non-member Secretary.

The term of reference of NU's PCC shall be to provide policy guidance to the Dean Research with regards procedures, guidelines, and responsibilities for the administration and development of intellectual property and such other matters as the President shall determine.

2.1.12 Resolution of Disputes

In case of any disputes between the creator(s) of **Patent and Copyright** and NU regarding the implementation of the administrative guidelines and procedures established under the IPR Policy of NU, the aggrieved party may in the first instance appeal to NU's Patent and Copyright Committee (PCC) to seek resolution of complaints or questions regarding the matters addressed in the Policy. In the event the matter is not satisfactorily resolved at this stage the matter shall be referred to the President whose decision with respect to the point under dispute shall be final and binding.

2.1.13 Preferential Treatment of Sponsors

- All intellectual property developed at NU as a result of a sponsored research project undertaken by NU shall vest with NU unless otherwise specified in writing in the Agreement between the concerned Sponsor and NU.
- A Sponsor may, however, be given an option to license the resulting intellectual property on terms to be negotiated provided the option is exercised within a specified period following

disclosure of the intellectual property. When the nature of the proposed research allows identification of a specific area of intellectual property or application which is of interest to the Sponsor, the research agreement may provide terms which entitle the Sponsor to reasonable specific commercial rights within the defined field of interest. Otherwise, the specific terms of licenses and rights to commercial development shall be based on negotiations between the Sponsor and NU at the time the option is executed by the Sponsor and shall depend on:

- the nature of the intellectual property and its application.
- the relative contributions of NU and the Sponsor in carrying out the work;
- the conditions deemed most likely to advance the commercial development and acceptance of the intellectual property.

In all cases where an exclusive license is appropriate, such an agreement shall be executed apart from the sponsored research agreement and shall require diligent commercial development of the intellectual property by the licensee.

NU may also determine, on a case-by-case basis and only if permitted by law, that it is in NU's interest to assign ownership of the resulting intellectual property to the Sponsor as an exception to this policy when circumstances warrant such action, in accordance with guidelines established by the Patent and Copyright Committee (PCC).

2.1.14 Infringements, Damages, Liability, Indemnity Insurance and Jurisdiction

- a) As a matter of policy, NU shall, in any contract between a licensee and NU, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, and design guarantee, up-gradation and debugging problems.
- b) NU shall also ensure that its employees and students have an indemnity clause built into agreements with licensee(s) while transferring technology or copyrighted material to licensees.
- c) NU shall retain the right to engage in any litigation concerning patents and license infringements. Furthermore, as a policy, all agreements signed by NU will have the jurisdictions of the courts in Jaipur and shall be governed by appropriate laws in India.
- d) Biotechnology based Intellectual Property Rights, broadly defined, biotechnology includes any technique that uses living organisms or parts of organisms to make or modify products, to improve plants or animals, or to develop microorganisms for specific uses (Congress of the United States, Office of Technology Assessment, 1990). Biotechnology intellectual property rights are the legal ownership of an interest in a patent, trademark or trade secret. This means that another company cannot use those assets without permission from the company established as the official owner. At present biotechnology is widely used for the manufacture of therapeutic recombinant products, diagnostic devices in animal and human health sector, genetically modified products in agriculture sector, cleaner methods of fermentation-based products for industrial use, production of microbial consortia for the efficient decontamination of environment, etc. The biotechnology sector can be beneficial, but not limited to, in the following broad disciplines:

- Health care: Biotechnology can be used to arrive at novel and innovative approaches to meet the needs of society providing better biologics, diagnostics tools, repurposed drugs, drug discovery, etc., and healthcare management for ageing populations and poor countries.
- Crop production: Biotechnology can deliver improved food quality and environmental benefits through agronomically and nutritionally improved crops. It may be used to produce foods with enhanced qualities and desired nutritional benefits. Plant breeder's rights (PBRs) are used to protect new varieties of plants by giving exclusive commercial rights for about 20 -25 years to market a new variety or its reproductive material. The variety must be novel, distinct, uniform, and stable. This protection prevents anyone from growing or selling the variety without the owner's permission.
- Non-food uses of crops: Biotechnology can also improve non-food uses of crops as sources of industrial feedstock or new materials such as biodegradable plastics. For example, canola is now being used to produce high-value industrial oil. Under the appropriate economic and fiscal conditions, biomass can contribute to alternative energy with both liquid and solid biofuels (e.g., biodiesel and bioethanol) and processes such as bio-desulphurisation. It can provide tools for mass propagation of tree and woody species for fuel, fodder, afforestation and shelter in developing countries.
- Environmental uses: New ways of protecting and improving the environment are possible with biotechnology, including bioremediation of polluted air, soil, water and waste, as well as the development of cleaner industrial products and processes like biocatalysis. GMOs can also be used in biomining, or the inexpensive extraction of precious metals from low-grade ores using microbes. Plants are also now being developed to mine precious metals (e.g., Brassica, which is being developed to concentrate gold from the soil in their leaves).

The Indian Patent Office considers biotechnological inventions to be related to living entities of natural origin, such as animals, human beings including parts thereof, living entities of artificial origin, such as micro-organisms, vaccines, transgenic animals and plants, biological materials such as DNA, plasmids, genes, vector, tissues, cells, replicons, processes relating to living entities, processes relating to biological material, methods of treatment of human or animal body, biological processes or essentially biological processes.

2.1.15 Exceptions to the Patent and Copyright Policy

Exceptions, if any, to the provisions of the Patent and Copyright Policy presented hereinabove shall require approval of the NIIT Board of Management on the recommendation of NU's Patent and Copyright Committee through the President.

2.2 Revenue Distribution

2.2.1 Share

When revenue is received by NU, all out-of-pocket payments or obligations (including a reasonable reserve for anticipated future expenses) attributable to protecting (including defence against infringement or enforcement actions), marketing, licensing or administering the property shall first be deducted from such income. The net revenue remaining after such deductions shall be distributed in the manner indicated hereunder. In the case of multiple intellectual properties licensed under a single licensing agreement, NU shall determine and designate the share of net income to be assigned to each patent/copyright.

- a. **Creator's Share:** The Creator(s) (or their respective heirs, successors, and assigns) will receive sixty five percent (65 %) of the net revenue. If there are joint Creators to the said IP, the net income shall be divided amongst them in such proportions as they mutually agree in writing at the time of disclosure of the IP. Should the Creators fail to come to a mutual agreement on the distribution, NU shall determine the division between the Creators.
- b. **Originating Unit's Share:** The Originating Unit, i.e., the Area of Study/Section/Unit to which the creator(s) are affiliated, shall normally receive fifteen percent (15%) of the net revenue. If the creator is affiliated with more than one originating unit or if there are joint creators from different units, the originating unit(s) share shall be divided among such units as agreed in writing by the Heads of the concerned Units.
- c. **NU's Share:** NU shall normally receive twenty percent (20%) of the net revenue. NU's share shall be further allocated in support of its technology transfer activities and academic and research programmes as determined by the Dean Research on the advice of NU's Patent and Copyright Committee (PCC).

2.2.2 Agreement execution with external entities

In any instance wherein, NU executes an agreement with a corporation or other business entity for purposes of exploiting intellectual property owned by NU and NU receives or is entitled to receive equity, revenue from the equity shall be shared among the Creator(s), the Originating Unit(s), and NU in the same proportion as indicated in sub-clauses 2.2.1 (a, b and c) hereinabove. Provided, however, if NU accepts research support in the form of a sponsored research agreement or unrestricted grant as part of the consideration in an intellectual property license in lieu of an option fee, license fee or royalty, the Creator(s) shall have no entitlement to receive a share as personal income. For the subset of equity that is buildings, real or personal property, or other non-cash consideration, the Creator(s) shall have no entitlement to receive a share as personal income.

2.2.3 Special facts or circumstances

Special facts or circumstances may warrant a different distribution of proceeds than specified hereinabove and such distribution will be determined on a case-by-case basis by the President on the advice of the Dean Research.

2.2.4 Revenue from third parties

When NU receives revenue from third parties as a result of successful action in defending or enforcing NU's rights in its intellectual property, such revenue shall first be used to reimburse NU (or the sponsor or licensee, if appropriate) for expenses incurred in such action. The Creator(s) and their Originating Unit(s) shall be entitled to recovery of lost royalties from the remaining net revenue in the same proportion as specified hereinabove in sub-clauses 2.2.1 (b and c). The remaining net revenue shall be allocated in support of NU's technology transfer activities and academic and research programmes as determined by the Dean Research on advice of NU's PCC.

2.3 Interpretation of the Patent and Copyright policy

In the event of any ambiguity in the interpretation of the provisions of any article in NU's Patent and Copyright Policy as laid down in the above guidelines the interpretation given by NU's Board of Management shall be final.

2.4 Amendment

NU's Board of Management may amend any provision in the Patent and Copyright Policy Guidelines at its discretion.

SECTION III

3. OWNERSHIP OF PATENT

Policy on Patent is considered a part of the conditions of employment for every employee of NU as also a part of the conditions of enrolment and attendance at NU by students. It is also the policy of NU that individuals (including visitors) by participating in a research project and/or making significant use of NU-administered resources thereby accept the principles of ownership of patent as stated in this policy unless an exception is approved in writing by NU. All NU creators of patent shall execute appropriate assignment and/or other documents required to determine ownership and rights as specified in this policy.

3.1 OWNERSHIP

3.1.1 Institute Ownership

- The ownership of patent and Copyright created by NU students, faculty and staff including project staff, visitors and others, such as trainees from other Institutions/Agencies, during the course of their normal professional duties shall vest with NU except in respect of activities carried out jointly with other Institutions/Agencies or under sponsorship by a third party, in which case the ownership will be decided and agreed upon mutually.
- In the case of works specifically commissioned by NU, i.e. prepared under an agreement between NU and the creator when (i) the creator is not an NU employee; or (ii) the creator is an NU employee but the work to be performed falls outside the normal scope of the creator's NU employment, the terms of the contract covering the commissioned work shall specify that the creator conveys by assignment, if necessary, such rights as are required by NU.
- Patent/copyright is owned wholly or exclusively of by NU if
 - (i) A significant number of resources are provided by NU.
 - (ii) Development under any written agreement where ownership has been transferred to NIIT.
 - (iii) Work has not been specifically assigned to any individual or specific group. It has been developed under any contract agreement including work for hire and/or outsources by NU.

3.1.2 Creator Ownership

Traditional academic copy writable works created with use of NU resources over and above those usually and customarily provided shall be owned by the creators but licensed to NU. Likewise, all teaching material created by NU and non-NU personnel for external agencies/industry/institutions under the Continuing Education Programme or those created under any 'Book Writing Scheme' promoted by NU shall be owned by the creators but will be licensed by the creators to NU. The minimum terms of such license shall grant NU the right to use the original work and to make use of derivative works in its internally administered programmes of teaching, research, and public service on a perpetual, royalty-free, non-

exclusive basis. NU may retain more than the minimum license rights when justified by the circumstances of development.

- Work created outside the assigned/normal areas of professional work, for example, popular novels, poems, musical compositions, or other works of artist imagination without the use of significant NU resources shall vest with the creators.
- Patent and Copyright owner by creator(s) if
 - None of the situations defined in NU and third-party ownership apply.
 - After evaluation of Patent/Copyright, if NU decides not to take responsibility for Patent/Copyright.

3.1.3 Student Ownership

Unless provided otherwise by written agreement, patent/copyrightable works prepared by students as part of the programme requirement for a NU degree are deemed to be the property of the student but are subject to the following provisions:

- The original records (including software) of an investigation for an undergraduate/graduate report, thesis or dissertation are the property of NU but a copy may be retained by the student at the discretion of the his/her Area of Study.
- NU shall have, as a condition of awarding the degree, the royalty-free right to retain, use and distribute a limited number of copies of the thesis, together with the right to require its publication for archival use.

3.1.4 Third-Party Ownership

- Ownership of Patent/Copyright resulting from funds provided partially or fully to NU by third-parties under Collaborative R&D or Exchange Programmes between NU and other Institutions/Agencies will be governed by specific provisions in the contract entered into by NU with the third-party. In the event no specific provision exists in the contract, the ownership will remain with NU.
- In cases where an intellectual property results as a part of the work undertaken under a third-party contract but the contract provides that the intellectual party vests with the third-party, NU shall retain a non-exclusive, free, irrevocable license to copy/use the Patent and Copyright for its teaching and research activities consistent with any confidentiality agreements that it may have entered into with the concerned third-party.

In cases where an intellectual property is created by a NU employee/student, either on his own or as part of a team, during periods of deputation or official/sabbatical leave or a collaborative study programme, it would be the responsibility of the concerned employee/student to officially communicate the details of the intellectual property to NU. If the intellectual property involves ideas/software developed, fully or in part, using significant resources of NU, then the intellectual property shall be owned by NU fully or partially as the case may be. Subject to this clause, the Patent/Copyright may be claimed to be owned by the Third party only if:

- (i) Developed using external funding from third party.
- (ii) Developed without external funding from third party under collaborative projects/activities with proper agreement.

(iii) Developed by faculty, student, supportive staff of NU during their visit to third party organization.

3.1.5 Copyright other than Software

- The copyright owned by the author(s):
The copyrights is owned by the authors for textbooks, research books, articles, monographs, teaching- learning resource materials and other scholarly publications unless restricted by an associated agreement. These may also include popular novels, poems, musical composition, other works of artistic imagination, etc. It is advisable to keep NU informed about such creations. Revenue generated, if any, from such activities must be reported to the University as per the prevailing rules of income from other professional activities/sources.
- The copyright owned by NU: The copyright is owned by NU if the work is created under any contract (same as described under Clause IA of Section 2.3).
- The copyright reassignable to Authors: Copyright works that are normally assignable to NU may be reassigned to the author on request of the author provided it does not violate any agreement with Third party and does not intervene/harm the interests of NU.
- Copyright owned by student
 - Copyrights of thesis, dissertations, term papers, laboratory records, and of other documents that are produced by a student during the course of his/her study will reside with the student unless restricted by an associated agreement and/or research carried out using facilities that have come to NU with pre-imposed Patent and Copyright protection restrictions.
 - For claiming ownership of copyright for thesis and dissertations, the student(s) has/have to declare that the thesis does not include any information that needs Patent and Copyright protection by NU.
 - If any such work could not be protected before submission of the thesis, concerned inventors should take steps to protect the Patent and Copyright within a period of one year of submission of thesis. NU would have a mechanism in place for processing such thesis in order to protect the confidential information during this period.

SECTION IV

4. DISCLOSURES, CONFIDENTIALITY AND ASSIGNMENT OF RIGHTS

4.1 Disclosures, Confidentiality and Assignment of rights

- For all Patent and Copyright produced under collaborative/sponsored projects the provisions of the contract between NU and the collaborating/sponsoring body pertaining to the confidentiality/disclosure and assignment of rights shall be applicable.
- In all other cases of Patent and Copyright in which NU has an ownership interest under the provisions of this policy and that has the potential to be brought into practical use for public benefit or for which disclosure is required by law shall be reported promptly in writing by the creator(s) to the Dean Research in the prescribed disclosure form. The disclosure shall consist of a full and complete description of the subject matter of the discovery or development and identity of all persons participating therein. The creator(s) shall furnish such additional information and execute such documents from time to time as may be reasonably requested by NU. In the event there is a question as to whether NU has a valid ownership claim in a given intellectual property, such intellectual property should still be disclosed in writing to NU by the creator(s). However, such disclosure is without prejudice to the creator's ownership claim.
- It will be a mandatory requirement for NU students to submit Patent and Copyright disclosure form, countersigned by their respective project/thesis supervisor(s), at the time of submission of their B. Tech/ PG Diploma / M. Tech Project Reports and Ph. D Theses.
- Creator(s) of Patent and Copyright shall, at the time of submission of the Patent and Copyright disclosure form, assign the rights of the disclosed Patent and Copyright to NU and give an undertaking that they shall abide by the terms and conditions for the sharing of financial benefits, if any, received by NU by way of commercialization of the Patent and Copyright.
- Having made the disclosure of the Patent and Copyright generated as provided hereinabove, the creator(s) shall maintain complete confidentiality of the Patent and Copyright during the period it is pending assessment for copyright protection / commercial exploitation by NU unless authorized to the contrary by NU.
- Suggested Patent and Copyright Administrative Mechanism at NU is given in Annexure 11.
- Patent and Copyright Application Process is given in Annexure 11.

4.2 PATENT/COPYRIGHT REGISTRATION AND NOTICE

- In the event NU foresees a gainful return from copyright registration for a NU-owned intellectual property, it shall initiate steps to file and protect such copyright in accordance with operational guidelines prescribed in Section 2 of this policy. Notice for all such copyright will be in the name of the Board of Management of NU. Such copyright notice shall be composed and affixed in accordance with the Indian Patent and Copyright Act.
- NU may also decide to release a specific IP to the public domain and if so, it shall so indicate the same.

- Administrative Units of NU that administer activities involving any usage regulated by the Copyright Act are responsible for knowing applicable regulations, monitoring their continuing evolution, and conducting their programmes in full compliance with the applicable laws and regulations.

4.3 Form 28

Form 28 The PATENT ACT, 1970 (39 of 1970) AND THE PATENTS RULES, 2003 TO BE SUBMITTED BY A SMALL ENTITY/STARTUP/EDUCATIONAL INSTITUTION [See rules 2 (fa), 2 (fb), 2(ca) and 7]		
1	Insert name, address, and nationality.	I/We..... Applicant/patentee in respect of the patent application no..... or patent no..... hereby declare that I/we am/are a small entity in accordance with rule 2(fa) or a startup in accordance with rule 2(fb) or an educational institute in accordance with rule 2(ca) and submit the following document(s) as proof:
2	Documents to be submitted	
	i. For Claiming the status of a small entity:	
	A. For an Indian applicant: Evidence of registration under the Micro, Small and Medium Enterprises Development Act 2006(27 of 2006).	
	B. In case of a foreign entity: Any other document.	
	ii. For claiming the status of a startup	
	A. For an Indian applicant: Any document as evidence of eligibility, as defined in rule 2(fb).	
	B. In case of a foreign entity: Any other document.	
	iii. For claiming the status of an educational institution	
	A. For an Indian applicant: Any document as evidence of eligibility, as defined in rule 2(ca).	
	B. In case of a foreign educational institution: Any other document.	
3	To be signed by the applicant(s) / patentee(s) / authorized registered patent agent.	The information provided herein is correct to the best of my/our knowledge and belief. Dated this... day of20.....
4	Name of the natural person who has signed.	Signature.....

Enclosures:

Annexure 1: The amendments of the Patents Rules, 2003

Annexure 2: Patents Amendment Rules 2024

Annexure 3: Policy framework for undertaking sponsored research, Industrial consultancy & manpower development programs and intellectual property rights & technology transfer at NU (2018), Appendix-H, Ref. AC Agenda Item No.32.08, 2018

Annexure 4: IPR policy, IIT Delhi

Annexure 5: IPR FILING, SNU

Annexure 6: IPR Policy, TMU

Annexure 7: IPR Policy, MIT

Annexure 8: IPR Policy, IIT Roorkee

Annexure 9: IPR, A Manual, BITS Pilani

Annexure 10: IPR policy, IIT Tirupati

Annexure 11: Privacy Policy - NRF

Annexure 12: Suggested Patent and Copyright Administrative Mechanism at NU

Annexure 13: Patent and Copyright Application Process