

POLICY FRAMEWORK FOR UNDERTAKING SPONSORED RESEARCH, INDUSTRIAL CONSULTANCY & MANPOWER DEVELOPMENT PROGRAMS AND INTELLECTUAL PROPERTY RIGHT & TECHNOLOGY TRANSFER AT NIIT UNIVERSITY

1. POLICY GUIDELINE FOR UNDERTAKING SPONSORED RESEARCH

- 1.1 NIIT University believes that the inter-mixing and integration of research and teaching at both the undergraduate and postgraduate levels is an essential ingredient for the nurturing of academic excellence. Faculty engaged in research not only bring a new dimension into their teaching but are better able to impart problem-solving ability amongst their students since they are themselves engaged in problem-solving on a daily basis while doing research. It therefore considers **RESEARCH** as the **SOUL** of the University and hence has included the nurturing and promotion of research, discovery and entrepreneurship through collaborative action as a **CORE PRINCIPLE** in its MISSION STATEMENT. With this in view it encourages faculty to engage in investigation of basic and applied areas of science and technology and in high end technology development in the form of sponsored research. In furtherance of this objective the University has instituted a scheme for the grant of '**seed money**' to new faculty for initiation of research.
- 1.2 Sponsored research projects refer to projects funded by Research Funding Agencies, User Departments of the Government and Industry (both national and international) wherein the Principal Investigator (PI) and other members of his / her team of investigators are not paid any honoraria for engaging in the project. Rather the funds provided by the funding agency are used to finance procurement of essential equipment not already available in the University, consumables, travel, engagement of research & support staff, etc. in accordance with the approved budget provisions sanctioned by the funding agency. Individual projects are usually operational for 2 -5 years and may be extended to carry out further investigations.
- 1.3 Administrative support at the University level for sponsored research activities are provided by a R&D Unit functioning under the Dean Research who serves as the point's person at the University level for the promotion of both academic and industrial research. The R&D Unit aids the PI in manpower recruitment, procurement of equipment and supplies, management of accounts, etc.
- 1.4 All monies received from various funding agencies for operation of sponsored research projects are credited to a separate R&D Fund set-up by the University. This fund is centrally maintained by the Finance Cell functioning within the University's Finance & Accounts unit under the charge of the Finance Officer of the University. Ledger accounts are individually maintained for each project to preclude mixing of funds of one project with that of another.
- 1.5 Research proposals seeking outside funding raised by individual faculty shall be directly submitted to the funding agency by the concerned PI after approval of the Dean Research.

It should invariably include a provision for '**Administrative Overheads**' to the tune of 15 - 20% of the total project cost in the project budget or as per the specified rule of the funding agency unless the grant of overhead is specifically prohibited by the concerned funding agency.

- 1.6 Normal University procedure with regards manpower recruitment, purchase, etc. shall be followed except that the administrative and financial powers of the President and the Area Director with regards manpower recruitment, purchase of equipment / consumables, travel sanction, grant of leave to project staff, etc. shall be respectively delegated to the Dean Research and the PI's for the operation of individual projects.
- 1.7 In order to expedite project manpower recruitment, the Chairperson of the Selection Committees for junior level research and support manpower to be constituted under provisions of the University Recruitment Rules shall be selected by the Dean Research from amongst a panel of Professors of the University nominated for this purpose by the President for a period of 3 years rather than seeking nomination of the Chairperson from the President individually for each Selection Committee.

2. POLICY GUIDELINE FOR UNDERTAKING INDUSTRIAL CONSULTANCY

- 2.1 The University's Faculty resources comprise of high level expertise in various technology areas which can be harnessed to provide knowledge and intellectual inputs to industry in the form of consultancy practice to serve as an important tool in nurturing the industrial growth of the country. With this in view the University encourages its faculty to engage in consultancy practice. The undertaking of consultancy projects while helping industry in immediate problem-solving simultaneously provides faculty with firsthand knowledge of the current problems of industry and hence serves as a mechanism for aligning the University's curriculum with the needs of industry. It also provides University Faculty and Students with an opportunity to solve practical realistic problems and hence helps in enriching the professional and knowledge base of the University.
- 2.2 University Faculty are permitted to earmark 1 day in a week, with prior permission, for undertaking consultancy assignment subject to their teaching and administrative assignments at the University not being affected.
- 2.3 Consultancy projects may be directly negotiated by individual faculty with industry but shall only be started after an Agreement/MOU as mutually agreed between the principal consultant and the sponsoring industry/agency is duly approved by the Dean Research. In the case of a foreign sponsoring industry/agency the Agreement/MOU should conform to the laws of both countries.
- 2.4 The total consultancy charges should invariably include the following provisions:
- **Expenses** comprising payment of honorarium to support staff generally in the ratio of 1:3 between support staff and faculty honorarium, materials & consumables, fabrication costs, service tax and 'administrative overhead' to the tune of 10% of the provision under the head expenses;
 - **Fee for Technical Advice** which includes the honorarium payable to the consultants and the University's share of the consultancy fee to be shared in the ratio of 90% to 10% if no University facilities are used and in the ratio of 70% to 30% if University facilities are utilised.
- 2.5 Payment of honorarium to support staff and the consultants is subject to approval of the Dean Research on the recommendation of the Principal Consultant. Such payments are subject to deduction of income tax at source.

3. POLICY GUIDELINE FOR MANPOWER DEVELOPMENT PROGRAMS (MDP'S)

3.1 Preamble

- 3.1.1 Sub-clause 5(c) of the NIIT University Act lays down the undertaking of extension services through the offering of manpower development programs (MDP's) for working professionals and employees of other educational Institutions & industrial organization in the cutting-edge areas of technology and management, in its areas of expertise as one of the core functions of the University. MDP's, another name for continuing / further education has multiple academic functions: as a feeler into the world of practice, as a place for working out longer term association with industry clients, as a precursor to launching more structured education programs and in view of financial stringency as a useful fund raiser.
- 3.1.2 The need of continuing education in both the technology and management education is large and reflects the diverse structure of users, industrial and organizational levels, the markets they are likely to face, the absorption capabilities of potential participants and the very up-gradation of technology. It is thus proposed that the University faculty may offer short-term further/ continuing education programs for award of '**continuing education certificates**' in their respective areas of specialization, in addition to their regular teaching assignments at the graduate and postgraduate levels.

3.2 Policy Guideline

- 3.2.1 Subject to approval of the Dean Research the faculty can float continuing education courses either on: (a) their own initiative or as part of a Quality Education Program under sponsorship of a professional / regulatory body; or (b) at the request of an industrial house. Under category (a) the participants are invariably solicited on an '**a la carte**' basis with individual participants paying a course fee whilst participants under category (b) are sponsored by the organization requesting the floating of the MDP course with the organization paying a lump sum amount for the programme.
- 3.2.2 The program may be offered on-campus or at an off-campus location including at the site of the client organization.
- 3.2.3 Finance will maintain a separate ledger account for each MDP with the approval of the Dean Research and directly make all payments including the honorarium payable to the University support staff and the lecturing faculty whether drawn from amongst the University faculty or from outside as a guest faculty. Such payments which are subject to tax deduction at source shall only be made on approval of the Dean Research.
- 3.2.4 On completion of the course the Coordinator shall submit to the Office of the Dean Research an audited statement of accounts (obtained from Finance unit), a list of participants and a copy of the course material. Payment of the honorarium to the

staff and faculty as well as the coordination fee shall only be made on submission of the above stated documents.

3.2.5 Honorarium shall be payable at rates indicated hereunder:

- Coordination Fee at the rate of 10% of the fee for a candidate subject to a maximum of INR 5,000;
- Lecture Fee to Guest Faculty at the same rate as the prevailing honorarium payable to Visiting Faculty for regular University Courses;
- Lecture Fee to University Faculty at the rate of 25% of the prevailing honorarium paid to Visiting Faculty for regular University Courses;
- Support Staff honorarium on a lump sum basis generally in the ratio of 3:1 between faculty and support staff honorarium as recommended by the Course Coordinator.

3.2.6 Payment of coordination fee / lecture fee to University Faculty / Guest Faculty and Support Staff honorarium are subject to deduction of tax at source.

3.2.7 In case a MDP is conducted at an off-campus location the fee chargeable from participants / client organizations shall include transport charges plus per diem at rates in accordance with the prevailing University policy for out-station journeys that are payable to faculty and staff involved in the conduct of the MDP.

4. POLICY GUIDELINES ON INTELLECTUAL PROPERTY RIGHT AND TECHNOLOGY TRANSFER

4.1 Objectives

- 4.1.1 The intangible assets of NIIT University 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.
- 4.1.2 Keeping in mind the direct and intrinsic benefits of the creative activities pursued at NIIT University, an IPR Policy 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 the University and to provide financial and reputational benefits for the creator(s) of the intellectual property; and
 - Preserve the University's freedom to conduct research and to use the intellectual property created by that research.
- 4.1.3 4.1.3 The IPR Policy puts into place a system for protecting intellectual property generated during scientific pursuit at NIIT University and its commercial exploitation. It seeks to provide guidance to University employees, students, scholars, and outside agencies on the practices and the rules of the University 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 NIIT University to promote academic freedom and to provide an environment which is conducive to the promotion of R&D.

4.2 Definitions

- 4.2.1 For purposes of this Policy the terms used have the following meaning:
- a. **Intellectual Property (IP):** 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.

- b. **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.
- c. **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.
- d. **University resources usually and customarily provided:** When determining ownership and license rights in copyrightable works, the term "University 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 the University unless otherwise approved as an exception.
- e. **Proceeds:** For purposes of revenue sharing the term "proceeds" shall refer to all revenue and/or equity, as defined below, received by the University from transfer, commercialization, or other exploitation of University-owned intellectual property.
- f. **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 the University's equity interest.
- g. **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.

- 4.2.2 In the context of sub-clause 4.2.1 (d) exceptions are expected where subvention is provided to faculty in the form of graduate assistants to help prepare traditional academic copyrightable works. Exceptions are also expected in situations where creators use University-provided facilities and resources in the creation of works of artistic imagination, for example, use of studios for product development; or use of high-end computer hardware and software in the creation of artistic graphical images; and so on. Other individual exceptions may be approved on a case-by-case basis.

4.3 APPLICABILITY OF THE IPR POLICY

- 4.3.1 This policy is considered a part of the conditions of employment for every employee of NIIT University as also a part of the conditions of enrolment and attendance at the University by students. It is also the policy of the University that

individuals (including visitors) by participating in a sponsored research project and/or making significant use of University-administered resources thereby accept the principles of ownership of intellectual property as stated in this policy unless an exception is approved in writing by the University. All University creators of intellectual property shall execute appropriate assignment and/or other documents required to determine ownership and rights as specified in this policy.

- 4.3.2 This policy applies only to intellectual property disclosed after the effective date of the policy.

4.4 OWNERSHIP

4.4.1 Institute Ownership

- a. The ownership of intellectual property of any kind, which is copyrightable, created by University 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 NIIT University 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.
- b. In the case of works specifically commissioned by NIIT University, i.e. copyrightable "commissioned work" prepared under an agreement between the University and the creator when (i) the creator is not an University employee; or (ii) the creator is an University employee but the work to be performed falls outside the normal scope of the creator's University 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 the University.

4.4.1 Creator Ownership

- a. Creators shall retain the right to traditional academic copyrightable works as defined in Section 4.2.1(b)(ii) hereinabove subject, however, to any of the exceptions specified below. Such works need not be licensed to the University.
- b. Traditional academic copy writable works created with use of University resources over and above those usually and customarily provided shall be owned by the creators but licensed to the University. Likewise, all teaching material created by University and non-University personnel for external agencies/industry/institutions under the Continuing Education Programme or those created under any 'Book Writing Scheme' promoted by the University shall be owned by the creators but will be licensed by the creators to the University. The minimum terms of such license shall grant the University 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. The University may retain more than the minimum license rights when justified by the circumstances of development.

- c. 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 University resources shall vest with the creators.

4.4.2 Student Ownership

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

- a. The original records (including software) of an investigation for an undergraduate/graduate report, thesis or dissertation are the property of the University but a copy may be retained by the student at the discretion of the his/her Area of Study;
- b. The University 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.

4.4.3 Third-Party Ownership

- a. Ownership of intellectual property resulting from funds provided partially or fully to NIIT University by third-parties under Collaborative/Sponsored R&D Projects or Exchange Programmes between the University and other Institutions/Agencies will be governed by specific provisions in the contract entered into by NIIT University with the third-party. In the event no specific provision exists in the contract, the ownership will remain with NIIT University.
- b. 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, NIIT University shall retain a non-exclusive, free, irrevocable license to copy/use the IP for its teaching and research activities consistent with any confidentiality agreements that it may have entered into with the concerned third-party.
- c. In cases where an intellectual property is created by a NIIT University 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 the University. If the intellectual property involves ideas/software developed, fully or in part, using significant resources of the University, then the intellectual property shall be owned by the University fully or partially as the case may be.

4.5 DISCLOSURES, CONFIDENTIALITY AND ASSIGNMENT OF RIGHTS

- 4.5.1. For all IP produced under collaborative/sponsored projects the provisions of the contract between NIIT University and the collaborating/sponsoring body

pertaining to the confidentiality/disclosure and assignment of rights shall be applicable.

- 4.5.2. In all other cases of IP in which NIIT University 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 the University. In the event there is a question as to whether the University has a valid ownership claim in a given intellectual property, such intellectual property should still be disclosed in writing to the University by the creator(s). However, such disclosure is without prejudice to the creator's ownership claim.
- 4.5.3. It will be a mandatory requirement for NIIT University students to submit an IP 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.
- 4.5.4. Creator(s) of IP shall, at the time of submission of the IP disclosure form, assign the rights of the disclosed IP to the University and give an undertaking that they shall abide by the terms and conditions for the sharing of financial benefits, if any, received by the University by way of commercialization of the IP.
- 4.5.5. Having made the disclosure of the IP generated as provided hereinabove, the creator(s) shall maintain complete confidentiality of the IP during the period it is pending assessment for copyright protection / commercial exploitation by the University unless authorized to the contrary by the University.

4.6 PATENT/COPYRIGHT REGISTRATION AND NOTICE

- 4.6.1. In the event the University foresees a gainful return from copyright registration for a University-owned intellectual property, it shall initiate steps to file and protect such copyright in accordance with operational guidelines prescribed in sub-clause 4.7 hereunder. Notice for all such copyright will be in the name of the Board of Management of NIIT University. Such copyright notice shall be composed and affixed in accordance with the Indian Patent and Copyright Act.
- 4.6.2. The University may also decide to release a specific IP to the public domain and if so, it shall so indicate the same.
- 4.6.3. Administrative Units of the University 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.

4.7 INTELLECTUAL PROPERTY ADMINISTRATION

4.7.1. Intellectual Property Evaluation Committee (IPEC)

Evaluation of intellectual property (IP) shall be done by the University's **Intellectual Property Evaluation Committee (IPEC)** comprising of:

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

4.7.2. Role of IPEC

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

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

4.7.3 Evaluation and Exploitation Decisions

- a. After evaluation of the intellectual property and review of applicable contractual commitments, the University 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 University policy, or it may take such other actions considered to be in public interest.
- b. Exploitation by NIIT University 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 subject to concurrence of the Dean Research.

4.7.4. Questions Related to University Ownership

In the event the University's ownership has been questioned by the creator(s) while submitting information with respect to the IP as provided in sub-clause 4.5.2, the University will provide the creator(s) with a written statement as to the University's ownership interest if the IPEC after the evaluation as provided in sub-clause 4.7.2(a) decides on the ownership rights in favour of the University.

4.7.5. Informing Creators of Decisions

The University 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.

4.7.6. Abandonment of Development of IP by the University

Should the University decide in any individual case to abandon development or protection of the concerned University-owned intellectual property its ownership may be assigned to the creator(s) as allowed by law and current University practice, subject to the right of the sponsors, if any, and the right of retention of a **'license of usage'** for University purposes. The minimum terms of the license shall grant the University 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. The University 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 the University or reimbursement of the costs of statutory protection, when justified by the circumstances of development.

4.7.7. Commercialization

- a. The University 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.
- b. For IP 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.
- c. In the event the University is unable to commercialize the IP in a reasonable period of time then the creator(s) may approach the University for assignment of its rights to them.

4.7.8. Contracts and Agreements

- a. All agreements related to IP, including, but not limited to the following categories undertaken by any NIIT University employee and/or student need to be approved by the University:
 - Allegiance, Affirmation and Confidentiality Agreements;

- Evaluation Agreements;
- License Agreements;
- Technology Transfer (Commercialization) Agreements;
- Alternative Dispute Resolution Agreements;
- Classified Information Non-Disclosure (specific) Agreements.

b. 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 NIIT University. 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 the University's IPR Policy.

4.7.9 Conflict of Interest and Commitment

- a. Commercialization activities involving University 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 University 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.
- b. University employees engaged in consulting work or business are responsible for ensuring that agreements emanating from such work are not in conflict with the University's contractual commitments or with University policies regarding University-owned intellectual property. Such employees should make their non-University obligations known to the University and should provide other parties to such agreements with a statement of applicable University 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 NIIT University.

4.7.10 University's Acceptance of Independently Owned Intellectual Property

The University may accept assignment of intellectual property generated at the University 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 University-owned intellectual property.

4.7.11 Statement by Creator(s)

Creator(s) of University-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; and
- that the work contains no libellous material nor material that invades the privacy of others.

4.7.12. Administrative Responsibility

- The President shall be the ultimate authority for the stewardship of intellectual property developed at NIIT University with the Dean Research, under policy guidance of an **Intellectual Property Committee (IPC)**, having direct line authority and responsibility for the administration of the University'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.
- The University's **Intellectual Property Committee (IPC)** shall comprise of the following members:
 - Dean Research, ex-officio Chairperson;
 - Dean Academic, ex-officio;
 - Three members of the University Faculty actively involved in research/consultancy nominated by the President on the recommendation of the Dean Research for a term of 2 years each;
 - Two experts on IP from industry nominated by the President on the recommendation of the Dean Research for a term of 2 years each; and
 - Associate Dean, Research, ex-officio non-member Secretary.
- The term of reference of the University's IPC 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.

4.7.13 Resolution of Disputes

In case of any disputes between the creator(s) of IP and the University regarding the implementation of the administrative guidelines and procedures established under the IPR Policy of the University, the aggrieved party may in the first instance appeal to the University's Intellectual Property Committee 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.

4.7.14 Preferential Treatment of Sponsors

- All intellectual property developed at NIIT University as a result of a sponsored research project undertaken by the University shall vest with the University

unless otherwise specified in writing in the Agreement between the concerned Sponsor and the University.

- b. 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 the University 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 the University and the Sponsor in carrying out the work; and
 - the conditions deemed most likely to advance the commercial development and acceptance of the intellectual property.
- c. In all cases where an exclusive license is appropriate, such an exclusive license agreement shall be executed apart from the sponsored research agreement and shall require diligent commercial development of the intellectual property by the licensee.
- d. The University may also determine, on a case-by-case basis and only if permitted by law, that it is in the University'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 Intellectual Property Committee.

4.7.15. Infringements, Damages, Liability, Indemnity Insurance and Jurisdiction

- a. As a matter of policy, NIIT University shall, in any contract between a licensee and the University, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, and design guarantee, up-gradation and debugging problems.
- b. The University 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. The University shall retain the right to engage or not in any litigation concerning patents and license infringements. Furthermore, as a policy, all agreements signed by the University will have the jurisdictions of the courts in Jaipur and shall be governed by appropriate laws in India.

4.7.16. Exceptions to the IP Policy

Exceptions, if any, to the provisions of the IPR Policy presented hereinabove shall require approval of the NIIT Board of Management on the recommendation of the University's Intellectual Property Committee through the President.

4.8 REVENUE DISTRIBUTION

- 4.8.1. When revenue is received by the University, 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, the University shall determine and designate the share of net income to be assigned to each intellectual property.
- a. Creator's Share:** The Creator(s) (or their respective heirs, successors, and assigns) shall normally receive fifty percent (50%) 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, the University 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. University's Share:** The University shall normally receive thirty five percent (35%) of the net revenue. The University'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 the University's Intellectual Property Committee (IPC).
- 4.8.2. In any instance wherein the University executes an agreement with a corporation or other business entity for purposes of exploiting intellectual property owned by the University and the University receives or is entitled to receive equity, revenue from the equity shall be shared among the Creator(s), the Originating Unit(s), and the University in the same proportion as indicated in sub-clauses 4.8.1 (a, b and c) hereinabove. Provided, however, if the University 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.

- 4.8.3. 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.
- 4.8.4. When the University receives revenue from third parties as a result of successful action in defending or enforcing the University's rights in its intellectual property, such revenue shall first be used to reimburse the University (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 3.8.1 (b and c). The remaining net revenue shall be allocated in support of the University's technology transfer activities and academic and research programmes as determined by the Dean Research on advice of the University's IPC.

4.9 INTERPRETATION OF THE IPR POLICY

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

4.10 AMENDMENT

The University's Board of Management may amend any provision in the IPR Policy Guidelines at its discretion.