

Intellectual Property (IP) Policy

1. Objectives

- a. The Intellectual Property Policy of the Jain University aims to facilitate the generation, protection, maintenance and utilization of intellectual properties developed during the scientific research at the Jain University. The policy offers scope for intellectual wealth generation at the Jain University. Jain University is keen to facilitate faculties and staff in the generation, protection and transaction of Intellectual Properties which offer potential and scope for shared benefits to both Jain University and inventors. The policy helps in the knowledge generation and commercial exploitation of the intellectual wealth generated at the Jain University.

2. Intellectual Property (IP)

- a. An invention which is Unique, Novel and Non-obvious qualifies for protection under the relevant laws of the Country. IP can be of the following forms such as Patent, Copyright, Industrial design, Trademark, Confidential Information, Trade Secrets, Technical know-how. Computer software, genetically engineered microorganisms and business models and other forms as the need arises.
- b. The above forms of IP can be protected, under Indian and Foreign patent laws. The Intellectual Property Rights Cell (CIPRC) deals with all the activities relating to Intellectual Property of the Jain University. It is very important that any innovative work should be protected under IP, before the innovative work is published as a research paper, or exhibited in a Trade exhibition.
- c. The product of the intellect can have potential for faculty Entrepreneurship. Such activities will ensure that the intangible IP reaches a Tangible form that can be marketed. When this is the case, the Guidelines for Faculty Entrepreneurship shall be followed.

3. To whom this Policy is applicable ?

- a. This policy is applicable to all staff, faculty members, and students and also persons engaged in sponsored schemes and projects, from all the institutions under Jain University and also apply to the visiting scientists/ professors/ other personnel who participate in the research work being carried at the University

4. Ownership

- a. In the case of **in-house projects**, all the rights in respect Intellectual Property derived from the investigations carried out at the Jain University shall vest in and be the absolute property of the Jain University. Faculty/Students who have contributed to the patent shall be acknowledged as “**Inventor(s)**”. In case, the work is carried out jointly with other institutions or agencies or under a

sponsorship by an agency, the ownership will be decided and agreed upon mutually depending upon the intellectual inputs of each partner.

- b. In the cases of **sponsored research & collaborative research**, all the rights in respect Intellectual Property arising out of research projects **undertaken** on behalf of the sponsoring agencies/ collaborative partners shall vest in and be the absolute property of the Jain University, if Jain University bears the entire cost of filing and maintaining of the IPR. If the joint ownership is required between Jain University and the sponsoring agency, then the sponsoring agencies should bear the cost of filing and maintaining of the IPR on mutually agreed terms.

5. Copyright

- a. Jain University shall be the owner of creative work, including software created by the Jain University personnel with significant use of Jain University infrastructure resources. Jain University registers for copyrights and share the financial benefits with the author on terms and conditions of the Jain University.
- b. Jain University shall be the owner of copyright on all teaching material developed by Jain University personnel as part of any of the academic work at Jain University. The authors shall have the right to use the non-funded technical material in his/her professional capacity. If the technical material is prepared by the author on behalf of a funding agency, then the copyright will be equally shared between the Jain University and the funding agency.
- c. Any IP generated when an Inventor from the Jain University works in any other organization or an university or company abroad/in India on EOL/Sabbatical leave/earned leave, will be jointly owned by Jain University and the University/Company.

6. Industrial Design

- a. Design refers to the features of shape, configuration, pattern; ornament applied to an article or a product by an industrial process or means, which in the finished article or product appealed to and is judged solely by the eyes. A design in order to be register able must be new and original and not previously published. There is no design protection for functional features. Any new product produced at Jain University having novel features and new shape should be registered, in order to prevent infringement by others.

7. Trademarks

- a. A trademark is a visual symbol in the form of a word, or a newly formed word applied to articles with a view to indicate the purchaser as distinguished from similar goods manufactured by other competitors. Jain University should evolve a symbol and registered as a Trademark. This trademark should be labeled to any new product evolved from the Jain University. "JU" with a symbol can be registered as a Trademark of Jain University.

8. Trade Secrets

- a. **Know-how and confidential information** should be protected as Trade secrets only so long as Jain University is able to keep them secret and takes action against unlawful use of such information by others by an action of breach of confidence or contract. This clause should be included in the employment letter and also other agreements of Jain University

9. Provision of funds for protection of IPR

- a. Jain University to provide funds towards filing of patents, copyrights, trademarks and industrial design and Integrated Circuits layouts partially or fully depending upon the importance of the product or process developed. This will be decided by an evaluation committee formulated by Vice chancellor..

10. Revenue Sharing

When the technology developed at Jain University is licensed for a particular period to any Company, revenue is generated in two stages.

- a. Lump sum amount at the time of licensing the technology on the mutually agreed terms between the Jain University and the concerned company, either exclusively or non-exclusively.
- b. **Royalty amount based on the revenues of the company using the technical know-how.**
The revenue arising out of licensing of IP and royalty would be shared in after deducting the expenditure incurred by the University, if any, in the ratio 60:40 between the Inventor (s) and the University. Where Jain University reassigns the right of the IP to its investor(s), the inventor(s) shall reimburse all the costs incurred by Jain University, which include the cost of protection, maintenance, marketing and other associated costs

11. Infringements, Damages, Liability and Indemnity

- a. As a matter of policy, Jain University shall, in any contract between the licensee and Jain University, seek indemnity from any legal proceedings including this, but not limited to manufacturing defects, production problems, design guarantee, upgradation of technology and debugging obligation.
- b. Jain University shall also ensure that Jain University personnel have an indemnity clause built into the agreements with licensee(s) while transferring technology or Copyrighted material to licensees.
- c. Jain University shall retain the right to engage in or desist from or not in any litigation concerning patent and license infringements.

12. Conflict of Interest

- a. The inventor(s) are required to disclose any conflict of interest or potential conflict of interest.
- b. If the inventor(s) and/or their immediate family have a stake in a licensee-company, then they are required to disclose the stake they and /or their immediate family have in the company, and license or an assignment of rights for a patent to the licensee- company in such circumstances, shall be subject to the approval of the IP Management Committee.

13. Dispute Resolution

- a. In case of any disputes between Jain University and the Inventor(s) regarding the Implementation of the IP policy, the inventor(s) may appeal to the Vice Chancellor of Jain University. Efforts shall be made to address the concerns of the inventor(s) by developing and instituting an arbitration mechanism and arrangement. The Vice-Chancellor's decision in this regard would be final and binding on both Jain University and inventor.

14. Jurisdiction

- a. As a policy, all agreements to be signed by Jain University will have the jurisdiction of the courts in Bangalore and shall be governed by appropriate laws in India.

15. Procedure for IP protection at Jain University

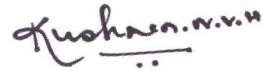
- a. All applications for the protection of any type of intellectual property will be forwarded to Director, CIPR through proper channel. Any faculty or student of Jain University, who believes to be in possession of a potential intellectual property generated while in service of the Jain University may approach and fix an appointment with Director, CIPR for a discussion. If the invention satisfies the criteria of protection of intellectual property, which will be evaluated by a committee, the protection can be taken in either of the two ways. When the invention is only at the preliminary stage, a provisional specification will be filed, which has to be followed up with a complete specification within 12 months. Alternatively, if the inventor has produced an innovative product or a process or software or a new design, the complete specification will be filed.

16. Intellectual Property Evaluation Committee

The application for patent shall be scrutinized/examined by a Committee consisting of the following:

- a. Head, IPR Cell
- b. Deans (Research) - Jain University
- c. Dean of the concerned Faculty
- d. Head of the concerned Department
- e. A subject expert from Jain University nominated by Vice Chancellor

The inventors will be requested to make a presentation of their case before the IP Evaluation Committee. In case, the Committee recommends for filing of patents, the Head, IPR Cell will then process the application through one of the approved Attorneys from the panel maintained at the IPR Cell or through Government agencies like National Research Development Corporation (NRDC) after obtaining concurrence from the President - Jain University Trust.

A handwritten signature in black ink, appearing to read 'K. S. Jain', with a horizontal line underneath the name.

Registrar
Jain (Deemed-to-be University)