

INTELLECTUAL PROPERTY RIGHTS POLICY (IPR)

Centre for Internal Quality Assurance (CIQA)

Web: <http://mpbou.edu.in>

1. EXECUTIVE SUMMARY

MPBOU shall follow the guidelines of the National Intellectual Property Rights (IPR) policy of the Government of India to promote a holistic and conducive ecosystem to catalyse the full potential of intellectual property for India's economic growth and socio-cultural development, while protecting public interest.

IPRs have become important in the face of changing trade environment which is characterized by global competition, high innovation risks, short product cycle, need for rapid changes in technology, high investments in research and development (R&D), production and marketing and need for highly skilled human resources. The current and stated "Intellectual Property Policy of the Madhya Pradesh Bhoj (Open) University, Bhopal", aims to facilitate the protection and valorisation of intellectual property generated during scientific pursuit in the Institute and offers scope for academic, progressive, knowledge, charity, distribution/ circulation of advanced science to new generation, alleviation of human sufferings and betterment of human life.

MPBOU urges all faculty members, staff and students to document their intellectual property (IP), so that it can be protected and applied to the gain of the country, the institute and the concerned inventor(s).

MPBOU is keen to facilitate faculty members, staff and students of MPBOU in a proactive manner in the generation, protection and transaction of intellectual property which offers potential and scope for shared benefits to both institute and inventor(s).

Through this policy, a system will be in place to bring order into the process of knowledge generation and commercial exploitation.

2. VISION STATEMENT

- To create a culture where creativity and innovation are stimulated by Intellectual Property for the benefit of all for promoting advancement in science and technology, arts and culture, traditional knowledge and biodiversity resources.

3. MISSION STATEMENT

- To foster creativity and innovation and thereby, promote entrepreneurship and enhance socio-economic development, improve access to healthcare, food security and environmental protection, among other sectors of vital social, economic and technological importance for the benefit of India and society at large.

4. FOR WHOM IS THIS MEANT?

- This policy covers all staff, faculty members, students and also persons engaged in academic schemes and projects, from Colleges/ Institutes under the ambit of MPBOU and any other initiatives of the Institute as well as visiting scientists/professors/personnel who participate in the research/Academic work being carried out at the College/ Institute under MPBOU, with its prior approval.

5. WHAT CONSTITUTES INTELLECTUAL PROPERTY?

- 5.1 Intellectual Property (IP) is an intangible knowledge product resulting from the intellectual output of the inventor(s), namely faculty members, staff and students of MPBOU. IP thus is an outcome of in-house or sponsored research, industrial consulting or other forms of collaborative research & development.
- 5.2 Any product of human intellect which is unique, novel and non-obvious and which qualifies for protection under relevant acts of the national policy governing patent, copyright etc. and developed at MPBOU belongs to MPBOU by the way of agreements.
- 5.3 IP can be of the following forms:
Know-how, and other proprietary concepts, solutions, processes, including an invention, scientific or technological development, and even computer software, genetically engineered microorganisms and business models and other forms as described in the Patents Act, 1970, Patent Rules, 2003 and all the subsequent amendments thereof.
- 5.4 The above forms of IP can be protected, under domestic and international IP laws, if protection of IP is seen necessary both by the Inventor(s) and MPBOU. It can be protected within the country and/or abroad. The Intellectual Property Committee (IPC) of MPBOU deals with all activities relating to IP of all the institutes under the ambit of MPBOU.
- 5.5 The product of intellect can have potential for faculty members/staff/student entrepreneurship. Such activities will ensure that the intangible IP reaches a tangible form that can be helpful for the society or public at large.

6. OBJECTIVES OF THE IPC

- 6.1 To create awareness about the economic, social and cultural benefits of IPRs to encourage and facilitate the generation of inventions.
- 6.2 To implement and amend the IPR policy as and when required by balancing the interests of inventor(s), MPBOU and IPR owners with larger public interest.
- 6.3 To promote and facilitate valuation and commercialization of inventions.
- 6.4 To strengthen enforcement and adjudicatory mechanisms for combating IPR infringements.
- 6.5 To strengthen human resources and capacities for teaching, training, research and skill building in IPRs.

7. COMPOSITION OF THE IPC

7.1 The IPC shall consist of the following members

1. Chairman: Vice Chancellor of MPBOU.
2. Vice-Chairman: Director of any one Faculty of MPBOU.
3. Patent Attorney: External member.
4. Legal Expert: Law officer of MPBOU or representative from law office.
5. One faculty member at the level of Head/Professor/Associate Professor from each of the constituent units to be nominated by the Vice Chancellor.
6. One nominee of the Chancellor: Representative of Management.
7. Registrar of MPBOU.
8. Member (Secretary): nominated by the Vice Chancellor from the faculty members under point 5.
9. One representative from finance section nominated by Vice Chancellor of MPBOU.

7.2 Role and responsibility of IPC To

1. Establish IP policies, operating procedures, invention disclosures, license agreements, relevant forms, and others.
2. Channelize the invention from concept to IP protection to commercial stage.
3. Engage an IP consultant or firm for representing MPBOU.
4. advocate effectively when proposed legislation attempts to modify existing laws
5. Execute license agreements or technology transfer agreements between inventor(s), MPBOU and prospective buyer/licensee.
6. Facilitate any disputes between inventor(s), MPBOU and prospective buyer/licensee; if any.
7. Spread awareness about IPRs by conducting workshops and seminars.
8. Conduct tech-fests to showcase innovations for possible takers of technologies developed at MPBOU.
9. Develop an IP cell in the future.

8. OWNERSHIP

8.1 In-house research

All rights in respect of investigations carried out at MPBOU shall vest in and be the absolute property of MPBOU except in respect of the activities carried out jointly with other institutions or agencies or under a sponsorship by an agency, in which case the ownership will be decided and agreed upon mutually.

8.2 Sponsored research

Intellectual Property Rights of inventions arising out of research projects undertaken on behalf of the sponsoring agencies shall be as per the norms or regulations of the sponsoring agency. In absence of any norms or regulations, IP rights shall be taken jointly in the name of MPBOU and sponsoring agencies with an agreement to this effect. If the sponsoring agencies are not forthcoming for such an agreement, MPBOU at its discretion may file the application with absolute ownership and will meet the entire cost of filing and protection of IPR. MPBOU or inventor(s) have to procure NOC from the sponsoring agencies in such a case.

8.3 Collaborative research

All intellectual property jointly created, authored, discovered, invented, conceived or reduced to practice during the course of collaborative research undertaken jointly by MPBOU with Collaborating Institutions, shall be jointly owned; and the Collaborating Institutions will be requested to share the cost of filing and maintenance of the IPR. In case the Collaborating Institutions are not forthcoming to bear fully the cost of filing and maintenance, if considered expedient by MPBOU, MPBOU will share the cost equitably with the Collaborating Institutions. Where the Collaborating Institutions are not forthcoming for filing joint IPR application, MPBOU at its discretion may file the application with absolute ownership and will meet the entire cost of filing and protection of IPR. MPBOU or inventor(s) have to procure NOC from the collaborators in such a case.

8.4 IP generated in period of deputation on duty/EOL/sabbatical/earned leave

Any IP generated when Inventor(s) from MPBOU is deputed to a University/Company/Institute/Organization in India and/or abroad on duty/EOL/ sabbatical leave/earned leave; will be jointly owned by MPBOU and the University/Company/Institute/Organization with prior agreement with the host organization where the inventor(s) has worked during the said period.

8.5 Discontinuation of service of inventor(s)

In case the inventor(s) do not continue their service in MPBOU but have invention/s from MPBOU funded/ sponsored/collaborative research projects, then the invention/IP shall remain with MPBOU. Due credit shall be given by MPBOU to the inventor(s) by enlisting their names in the invention while filing of patent or protection of IP, MPBOU shall however hold the IP rights of the invention. An employee of MPBOU involved in IP Generation must give a declaration to MPBOU about any pending inventions to be protected in case of discontinuation of service.

8.6 IP rights of inventions beyond the professional scope of inventor(s)

IP that does not fall in the professional scope of an inventor(s)/employee of MPBOU must be declared prior to its protection. In such invention/s, IP rights can remain with the inventor(s) subject to a “No objection certificate” from IPC of MPBOU.

9. COPYRIGHT

- 9.1 MPBOU shall be the owner of work, including software created by MPBOU personnel with any use of MPBOU resources. If the software is created under sponsored research or collaborative research, the ownership shall be subject to agreement as specified under point 8.

- 9.2 If MPBOU foresees a gainful return from copyrights, it may initiate steps to file and protect such copyrights and share the financial benefits with the inventor(s) as indicated under point 8 and 10.
- 9.3 MPBOU shall be the owner of copyright on all teaching material developed by MPBOU personnel as part of any of the academic or research or related programmes at MPBOU. 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 shared between MPBOU and the funding agency. As a traditional exception, MPBOU shall not claim ownership of copyright on books and publications authored by MPBOU personnel.

10. TECHNOLOGY TRANSFER

- 10.1 The Intellectual Property owned by MPBOU solely/jointly with other organizations will be marketed for commercial exploitation under agreements involving technology transfer, licensing and revenue sharing models. The IPC shall help in framing and executing agreements between inventor(s), MPBOU, collaborating organizations and prospective buyer/licensee.
- 10.2 In case of joint ownership, the Organization which has sponsored the activity, will have the first right to commercially utilize and exploit Intellectual Products emanating from the collaboration activity, whether or not the same have been formally protected by patent(s). The licensing to commercially exploit would involve technology transfer fee and also royalty payment from the first date of such commercial exploitation for a period that will be as mutually agreed upon. Terms and conditions in the technology transfer or license agreements must also consider post expiration royalty payments, if any.
- 10.3 MPBOU may endeavour to exploit the IP by commissioning a Technology Management Agency and thereby bring to a favourable light the IP produced by its Inventor(s).

11. REVENUE SHARING

The revenue arising out of licensing of IP and royalty would be shared in the appropriate ratio [According to Finance Committee and BoM Regulation] between the inventor(s) and MPBOU. The revenue sharing will be subject to agreements between inventor(s) and MPBOU. Where MPBOU reassigns the right of the IP to its inventor(s), the inventor(s) shall reimburse all the costs incurred by MPBOU, which include protection, maintenance and other associated costs and where inventor(s) reassigns the right of the IP to MPBOU, MPBOU shall reimburse all the costs incurred by inventor(s), which include protection, maintenance and other associated costs.

12. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY

Individual agreements will be referred in cases of infringement, damage, liability and indemnity.

13. CONFLICT OF INTEREST

- 13.1 The inventor(s) are required to disclose any conflict of interest or potential conflict of interest to IPC of MPBOU.

13.2 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 IP to the licensee - company in such circumstances, shall be subject to the approval of the IPC of MPBOU. IPC will submit its recommendations to the Board of Management for final approval.

14. DISPUTE RESOLUTION

In case of any disputes between MPBOU and the Inventor(s) regarding the implementation of the IP policy, the inventor(s) may approach the IPC of MPBOU. Efforts shall be made by the IPC to address the concerns of the inventor(s) by developing and instituting an arbitration mechanism and arrangement. The recommendations of IPC shall be submitted to the Board of Management for decision which would be final and binding on both MPBOU and inventor(s).

The arbitration mechanism requires constituting a Dispute Resolution Committee having following constitution:

1. One Arbitrator appointed by MPBOU.
2. One Arbitrator appointed by inventor (s).
3. One Arbitrator appointed by mutual consent of both MPBOU and the inventor (s).

The decision would be taken on majority consent of the aforesaid arbitrators. Thereafter, IPC will present the matter to the Board of Management for the final decision.

15. JURISDICTION

As a policy, all agreements to be signed by MPBOU will have the jurisdiction of the courts in Bhopal and shall be governed by appropriate laws in Madhya Pradesh /India.

16. AMENDMENTS AND ADDENDUMS

IPC shall periodically review the IPR policy of MPBOU for appropriate amendments or addendums to the policy. The revised policies shall come into force subject to approval from Academic Council and Board of Management of MPBOU.