

INTELLECTUAL PROPERTY RIGHT POLICY (2017)



**DELHI TECHNOLOGICAL UNIVERSITY
BAWANA ROAD, DELHI - 110042**

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Section 1

INTRODUCTION

1.1 PREAMBLE

Delhi Technological University (hereafter referred to as 'DTU') is a University that continuously strives to attain academic excellence in teaching and research in the domain of Science, Engineering, Technology, Economics and Management. Its actions and pursuits are targeted upon faculty/ students/ project staff/ supporting staff/ visitors and are based on knowledge and conversance. As twenty first century is known to be administered by technological advancements, where values and perspicacity change in the blink of an eye, the system demands the technological institutions to preserve the primary sense of academic & research on one hand and on the other side, accept the dynamic horizons of entrepreneurship and business economy on the grounds of knowledge generated, protected and distributed under the Intellectual Property Regime. Because the world these days is incredibly dynamic and there's an increasing awareness of the 'knowledge asset', an Intellectual Property Rights (IPR) Policy is needed not only to protect the concerns of DTU but additionally to make DTU faculty/ students/ supporting staff/ project staff/ visitors alert regarding 'knowledge asset and its impact on the society'.

The present policy ensures the protection of the claims of the Inventor(s) of DTU i.e. faculty/ students/ supporting staff/ project staff/ visitors of DTU through the choice of Intellectual property protection on a completely unique work, ideas, inventions, products, technology or to keep it open for public domain, whichever they find appropriate. In accordance with the Mission and Vision of DTU, the policy stands with the outreach of the innovative technologies developed at DTU. The policy also motivates the Researchers, Faculty and Students of DTU to induct technology sharing using the Intellectual Property Rights gained over a completely unique technology.

1.2 PURPOSE

The information proposed in this document associates to an IPR policy (and colligated administrative processes) with the intent that:

- (a) It establishes the standards to defend the lawful interest of students/ faculty/ supporting staff/ project staff/ visitors of DTU and the society in a legitimately and coherent with the 'allegiance' of DTU and 'role' assigned to it by the society.
- (b) It empowers DTU to contribute towards its primary responsibility of furthering, accelerating and promoting innovations in the area of science, technology, economics and management in the broadest possible means;
- (c) It shares a global perception of practices related to intellectual property retaining national identity and local constraints, avoiding as far as possible 'conflict' of opposing interests,

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- (d) It provides a transparent administrative system for the ownership, control and transfer of the intellectual property created and owned by the University;
- (e) The policy promotes fair use of traditional knowledge while recognizing local traditional knowledge stakeholders and benefit sharing.
- (f) It keeps into consideration the conservation of biodiversity and sustainable use of bio-resources.

1.3 TYPES OF IP

The intellectual properties can be broadly listed as:

- a) Copyrights
- b) Patents
- c) Industrial designs
- d) Trade/Service marks
- e) IC layout designs
- f) Traditional knowledge and Geographical Indications
- g) New plant variety and Biotechnology inventions

1.4 DEFINITIONS

These intellectual properties can be illustratively defined as: -

- a) *Copyright*- is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings.
- b) *Patent*- is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something, or offers a new technical solution to a problem.
- c) *Industrial Design*- means only the features of shape, configuration, pattern, ornament or composition of lines or colors applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.
- d) *Invention*- means a new product or process involving an inventive step and capable of industrial application.
- e) *Inventive step*- means a feature of an invention that involves technical advance as compared to the existing knowledge or having economic significance or both and that makes the invention not obvious to a person skilled in the art.
- f) *Trade/Service mark*- means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and

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may include shape of goods, their packaging and combination of colors.

- g) *IC Layout Designs* - means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.
- h) *Traditional Knowledge*- The knowledge developed by the indigenous or local communities for the use of a natural resource with respect to agriculture, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.
- i) *New Plant Variety*- a plant variety that is novel, distinct and shows uniform and stable characteristics.
- j) *Geographical Indications*- means an indication which identify such goods as agricultural goods, natural goods as originating or manufactured in the territory of a country or manufactured in the territory of a country or a region or locality in that territory where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin and in case where such goods are manufactured one of the activities of either the production or of processing or preparation of the goods concerned takes place in such territory, regions or locality as the case may be.
- k) *Biotechnology Inventions*- include recombinant products such as vectors, nucleotide sequences, micro-organisms.
- l) *First Party* – Delhi Technological University (DTU).
- m) *Second Party*- Faculty, Supporting staff, Project staff and Students of DTU.
- n) *Third party*- Any governmental or non-governmental organization or person with whom the First or the Second party interacts for any activity with/without exchange of consideration in cash or kind.
- o) *Faculty*- Faculty means a person professionally qualified to carry out teaching and research at DTU as a whole-time employee, Contractual Faculty, Emeritus fellow, DST, Inspire Fellow, UGC Faculty or Visiting professor appointed by DTU.
Note:- this definition of faculty is meant only for the purpose of this document and is not intended to replace the definition of faculty in the statutes or other documents of DTU.
- p) *Student*- Student means a person who has registered or enrolled as full-time student, part-time student, Post-Doctoral Fellow, casual student or exchange student from other universities/colleges

- q) *Supporting Staff*- Supporting Staff means a person employed full-time or part-time by DTU to support the research, development, teaching and other supporting activities (including administrative activities) of DTU.
- r) *Project staff* - Project staff means a person employed temporarily on a contract under a research project, consultancy or any other activity carried out by DTU.
- s) *Inventor(s)* – A person or a group of persons responsible for creating an IP. In case, creation of IP is associated with more than one inventor, one of them, from DTU, would function as a **Lead Inventor**.
- t) *Activity*- Activities related to teaching, research, consultancy, generation and dissemination of information carried out by a person or an Institution independently, or collaboratively.
- u) *Visitor*- A person either from India or abroad visiting under a collaborative activity or associated work at DTU. It is expected that the visit has been approved by competent authority of DTU.
- v) *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.
- w) *Non-Disclosure Agreement (NDA)/Confidentiality Agreement* -The agreement intends to protect proprietary or confidential information among the parties involved in executing a NDA.
- x) *Work Commissioned/Outsourced* - work commissioned by DTU to a creator or group of creators either employed by DTU or invited from outside DTU with or without any consideration in cash or kind. Typical examples of DTU commissioned works are: a. Design work, b. Artistic Work, c. Engineering/Architectural Models, d. Computer Software e. Reports based on surveys and analysis, f. Video works.
- y) *Work for hire*- The work (or a product) originated from DTU and is meant for the specific purpose of DTU and produced by (a) an author during his/her employment at DTU or (b) non-employee under contracted work by DTU.
- z) *DTU Innovation and Incubation Foundation (DTU IIF)* - The unit is a part of the industry interface of DTU to promote partnership with new technology entrepreneurs and start-up companies at DTU.

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1.5 IPR POLCY ADMINISTRATION

The obligations and powers to implement and ameliorate IPR Policy by various entities are described below:

1.5.1 POWERS TO AMEND IPR POLICY

Board of Management (referred to as BOM) of DTU will have all the authority to make alterations to the IPR policy or formulate a new policy whenever it is felt necessary. This may be done considering the changes in the policies of the government or other national and international advancements including laws, legal judgements and treaties. The newly formulated policy or the amendments shall be applicable to all students/ faculty/ supporting staff/ project staff/ visitors.

1.5.2 RESPONSIBILITY TO CREATE/AMEND PROCEDURES AND PROCESSES FOR IMPLEMENTATION OF IPR POLICY

The Vice Chancellor of DTU will have complete authority to create and meliorate the governing body and process from time to time in view of the changing needs including definition of administrative bodies and confiding roles and responsibilities to certain individual(s)/existing entities for developing elaborate methods and to alleviate implementation of the IPR policy of DTU as and when required.

1.5.3 INFRINGEMENT OF INTELLECTUAL PROPERTY (IP)

In case of infringement/violation of any IPRs such as patent infringement by the DTU faculty /students/project staff/ supporting staff/visitors or any third party infringing upon the IPR of an DTU inventor, DTU would create an appropriate administrative body, which would first investigate the matter and make recommendations to the Vice Chancellor for resolution of such violation/infringement. In case any dispute arising of any third party infringement upon IPR of DTU, the above administrative body would investigate and make recommendations to the Vice Chancellor including need for any legal action against the infringing party.

1.5.4 PROCEDURE FOR APPEAL

In case of any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy, any aggrieved person can appeal to the administrative body formed for the purpose to resolve the intellectual property right dispute. In case the appellant is not satisfied with the decision of such a body, he/she can appeal to the Vice Chancellor of DTU, whose decision shall be final.

Annexure - I describes suggested administration mechanism for some of the key activities.

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Section 2

OWNERSHIP OF INTELLECTUAL PROPERTY

2.1 INTRODUCTION

Excellence in research and education, exchange and dissemination of knowledge are guiding principles of DTU. These activities may lead to generation of new Intellectual Property (IP), which needs to be protected, developed, transferred and commercialized for the benefit of the society. Also, the information on the newly created and protected IP should be disseminated at the earliest so that the scientific community is not deprived of its right to knowledge and carry out further research. This can be facilitated only if the Ownership of a newly created IP is clearly defined. Clarity on Ownership of IP protects the interest of both the inventor(s) and the society at large.

Like in case of other types of property where there is an owner who can sell, rent and gift the property, the same concept is applicable in respect of all IPs. An owner of an IP is the one who has the rights to enter into transaction of IP such as licensing, selling, assigning of IPR or engaging in any other similar activity, to earn revenue or any consideration accruing from such an activity and retain, share and utilize the revenue so earned.

Owning an IP involves a process defined by law and has cost associated with it. Each country has its own legal status and fee structure. An Owner needs to acquire ownership rights separately in each country by paying necessary registration fee and associated expenses. Retaining the ownership involves payment of maintenance fee as per the prescribed laws over the life of IP.

2.2 TYPES OF ACTIVITIES LEADING TO GENERATION OF IP

DTU has engaged itself in different types of Research and Development (R&D) activities including the following, which may generate intellectual property (ies):

- a) Research taken up by a faculty/student/project staff/supporting staff /visitor in the normal course of his/her appointment/engagement at DTU with funds coming from DTU (this would include research projects undertaken by students under the supervision of the faculty member);
- b) Research taken up by a faculty/student/project staff/supporting staff/visitor from funds coming from a sponsor such as Government of India, state governments, international agencies, or foreign governments, etc.;

- c) Collaborative research undertaken with other institutions including government departments and agencies, PSUs and private companies located in India;
- d) International collaborative research with institutions and companies located outside India;
- e) Research supported by companies and other private organizations through research projects or consultancy assignments; and
- f) Any combination(s) of the above

Ownership of IP in the above-mentioned situations may not be defined/ specified in the same way. The ownership definitions for different types of IP and other relevant aspects are described in Section 2.3.

2.3 OWNERSHIP OF INTELLECTUAL PROPERTY (IP)

2.3.1 Patent as well as inventive steps, Copyright on Software, Industrial design, IC layout design and New plant variety and pharmaceutical substance

(A) Intellectual property is owned wholly or exclusively by DTU if:

- a. It has been developed either solely with the use of funds / facilities provided by DTU or with a mix of funds/facilities of DTU and external agencies but without any formal associated agreement
- b. It has been developed with the use of external funds / facilities, including, that of sponsored research and consultancy projects without any associated agreement.
- c. It has been developed under any contract arrangement including “work for hire”, work commissioned and/or outsourced by DTU.
- d. It has been developed pursuant to a written agreement where ownership has been transferred to DTU. Examples are work assigned to programmers, writers of DTU publications, etc.
- e. It is not assignable to an individual or a specific group of identifiable contributors, i.e. software or technology or process developed over a period of time with contribution from different individuals of / for DTU.

(B) Intellectual property can be owned by Third party (ies) (exclusively or jointly with DTU) if:

- a. It has been developed with external funding from Third party (ies) including sponsored research, consultancy projects and other collaborative activity (ies) with a formal associated agreement.

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- b. It has been developed without external funding from third parties under collaborative project(s) or activity (ies) with Third party (ies) with associated agreement(s).
- c. It has been developed out of the work carried out by DTU faculty/student/project staff/supporting staff during their visit to a Third party Institution/organization.

For sharing of IP in case of sponsored research and consultancy projects or any other collaborative activity, the following guidelines shall be followed:

- (i) If the funding agency allows DTU to own the IP, then DTU may share its rights with other Third party (ies) subject to their respective contribution.
- (ii) In case of funds provided by an agency of Government of India, the ownership shall be decided in compliance with the ownership clauses defined by the funding agency at the time of approval of the activity (ies).
- (iii) In case of funds provided by a non-government agency - the ownership may be shared between DTU and funding agency. The sharing may take into consideration relative contributions of parties involved as well as any background IP with respective parties. Waiver of joint ownership can be considered by DTU on recommendation(s) of the involved Inventor(s) or Lead Inventor based on the adequacy of compensation provided to DTU.
- (iv) For a multi-country/multi-institutional collaborative project, there must be an explicit agreement defining the ownership of IP generated. Normally, IP will be shared among only those parties that contribute towards creation of IP through direct involvement of their human/other resources.
- (v) In case of collaborative activity with foreign institutions involving indigenous biological material, IP ownership has to take into account restrictions as per the prevailing 'Biological Diversity Act 2002' of India.

(C) The Intellectual property can be owned by the Inventor(s) if:

None of the situations defined above for DTU or Third party ownership applies, and the IP is unrelated to the inventor's engagement with DTU. For faculty and staff, the engagement implies responsibilities associated with employment. It is also expected that the person concerned would have pursued these activities outside of normal working hours of DTU.

2.3.2 Copyright other than Software

- (A) 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 the DTU informed about such creations. Revenue generated, if any, from such activities must be reported to DTU as per the prevailing rules of income from other professional activities/sources.

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- (B) The copyright owned by DTU:** The copyright is owned by DTU if the work is created under any contract (same as described under Clause A of Section 2.3.1).
- (C) The copyright reassignable to Authors:** Copyright works that are normally assignable to DTU 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 DTU.
- (D) Copyright owned by student**
- (i) 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 DTU with pre-imposed IP protection restrictions.
 - (ii) 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 IP protection by DTU.
 - (iii) Further, any IP generated (other than copyright) out of the work carried out by the student would be covered as per Clause (A) and Clause (B) of Section 2.3.1.
 - (iv) If any such work could not be protected before submission of the thesis, concerned inventors should take steps to protect the IP within a period of six months of submission of thesis. DTU would have a mechanism in place for processing such thesis in order to protect the confidential information during this period.
- (E) Open access policy:** As per Annexure III

2.3.3 TRADE AND SERVICE MARKS

Trade and service marks related to goods and services involving DTU will be owned by DTU. Use of DTU's name through trademark makes users obligated to certain standards and accountability described later in Section 3.7.

2.3.4 PROTECTION OF BIODIVERSITY AND TRADITIONAL KNOWLEDGE

DTU affirms that it abides with the national laws on biodiversity and traditional knowledge. Inventor(s) has/have to ensure that the provisions under the national laws on biodiversity and traditional knowledge are not violated during the course of securing any IP protection or use of such knowledge.

2.3.5 WAIVER OF IP RIGHTS BY DTU

Subject to any associated agreement and with appropriate approval from the sponsor, DTU may waive its rights to specified intellectual property in favour of the inventor so as Approved vide agenda item no. 26.12 of 26th meeting of Board of Management held on 08.12.2017 and amended vide agenda item no. 34.6 of 34th meeting of Board of Management held on 21.10.2019

to enable the inventor to seek funding or other support for the purpose of commercialization, or the Institute assessment doesn't favour IP protection. Such waiver of ownership in favour of the inventor(s) can be considered-

- (a) if DTU decides not to pursue the protection of IP within a period of six months of complete disclosure by the inventor to DTU. The decision to pursue or not to pursue should be communicated to the inventor within a period of three months of complete disclosure by the inventor to DTU, or
- (b) if it is established that such ownership of the inventor would be essential to enable dissemination of benefits of the invention to the society.

In all cases, unless explicitly agreed to, DTU shall normally retain a perpetual, royalty-free license to use the intellectual property and any corresponding IP for research and educational purposes.

2.3.6 TRADE-SECRETS AND KNOW-HOW INFORMATION

Trade secrets and know-how fall outside the scope of protection under current IP regime of India. It is important for the owner of such secrets and know-how to maintain confidentiality through confidentiality or non-disclosure agreements (NDA) with the other parties. In order to protect the information exchanged or being exchanged with Third party(ies) associated with an activity, Lead inventor/faculty is encouraged to sign separate NDA with third party(ies), associated faculty members, students, supporting staff, project staff and visitors. Such confidential information should not be incorporated in a student's thesis without the written permission of the owner of the information. Trade secrets and know-how information should be exchanged with Third party(ies) in writing through a disclosure notice in order to keep a record of time and extent of disclosure. Such NDA should have a reasonable time limit from the date of disclosure of the information by the two parties so as not to hamper dissemination and propagation of scientific information to society.

Work carried out or information generated under an activity at DTU will not be generally considered proprietary. Non-publication/non-disclosure of information will only imply that the results have not yet reached a stage that merit disclosure or are awaiting IPR protection.

Considerable amount of IP generated at DTU results from student's work/thesis and intended for research publication. In view of this, it is important that NDA with Third party(ies) should include clause that specifies time limit for assessment of IP created and filing of IP under an activity.

At any time several faculty members, students, supporting staff and project staff may be working on different aspects of the same research area. NDA or any other agreement of collaboration must protect research and development interests and activities of DTU by

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person(s) unrelated to the agreement and avoid any restrictive clause in this regard even for a limited period.

2.3.7 COPYRIGHTS OWNED BY THIRD PARTIES

(a) Software

DTU expects that its faculty/students/project staff/ supporting staff/visitors to understand the obligations made to the Third party related to software and databases. It is possible that DTU faculty/ students/ staff/ project staff/ visitors are engaged in developing software or other IP using software, which are not in the public domain and are proprietary to certain suppliers. It is usual for DTU to procure such software for education and research purposes. Many such licenses may have restriction on IP creation and /or its commercial use. It is important that, if there are any restrictions in the software employed for such IP creation, the same are settled with the owner / supplier of the software, before initiating IP protection.

Software of general use shall be procured with valid license.

(b) Other copyrighted material

DTU and its faculty, students, supporting staff, project staff and visitors

- (i) would use copyrighted materials for only personal use, teaching and research purposes as permitted by Indian law,
- (ii) will respect protection offered by Indian copyright law to all copyrighted material, and
- (iii) would not use copyrighted material in their thesis, publications, reports and other professional documents without taking explicit prior permission of the copyright holder.

Section 3

TRANSFER AND USE OF IP

3.1 INTRODUCTION

The purpose of transfer and use of IP by DTU, which is a non-profit academic organization, is to meet one of its stated objectives of disseminating the fruits of research and development for the benefit of society. DTU recognizes that translation of created IP to products and services of benefit to society is a complex process that normally involves considerable risk taking and expenses. The DTU policy on transfer and use of IP proposed here takes into account the above fact. Further, commercialization provides incentive to the inventor(s) and provides 'technology push' to the invention and couples it to the 'market pull'. Commercialization of IP is generally carried out via licensing or assignment. A licensing agreement is a partnership between an intellectual property rights owner (licensor) and another who is authorized to use such rights (licensee) in exchange for an agreed payment (fee or royalty) whereas assignment of IP involves transfer of ownership irrevocably and permanently to the assignee by the assignor (www.wipo.int). Also, proprietary know-how generated by DTU is a known form of IP, and its transfer and use is covered by this policy.

3.2 MATERIAL TRANSFER AGREEMENT (MTA)

In case NDA does not cover material transfer clause, an appropriate MTA such as in the case of biotechnology inventions shall be signed between the donor and the recipient of the material regarding the use of the subject material.

3.3 POLICY RELATED TO TRANSFER OF BIOLOGICAL RESOURCE AND ASSOCIATED KNOWLEDGE

The Biological Diversity Act 2002 of India regulates the access to Biological resources of the country by non-citizens, non-residents of the country as well as a body corporate, association or organization not incorporated or registered in India. The Act prohibits such persons/entities from obtaining any biological resource occurring in India or knowledge associated there to for research or for commercial utilization or for bio-safety and bio-utilization. The Act prevents any person from transferring the results of any research for financial consideration or otherwise to such persons/entities without prior approval of the National Biodiversity authority (NBA).

3.4 POLICY FOR IP LICENSING AND ASSIGNMENT

Licensing intellectual property to a third party is the most common modality for technology transfer leading towards commercialization. There are various modes of licensing strategy including the following:

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- Exclusive licensing: The licensor licenses the IP only to one licensee. In other words the licensee is the only one authorized by the licensor to use and exploit the IP. Even the licensor is excluded from using and exploiting the IP.
- Non-exclusive licensing: In this type of licensing, the licensor is permitted to enter into agreements with more than one entity for use and exploitation of the IP. In other words, the same IP may be used by many licensees at the same time for the same purpose or for different purposes.
- Sole licensing: In this case also, the licensor licenses to only one licensee. However, under this licensing, the licensor can also use and exploit the IP.
- Sub-licensing: Sub-licensing is applicable when a licensee wishes to further license the IP to another party (ies).

Given the breadth of research and development taking place at DTU and diversity of the IP so created, each license agreement is somewhat unique to the technology being transferred. The following guidelines are applicable to license agreement with a Third party :

- i) generally no entity shall be granted exclusive right for the development/commercialization of intellectual property owned by DTU.
- ii) sub-licensing must be specified whether it is permitted or not, and even if permitted, whether the consent of the licensor is required or not should be clearly stated in the license agreement.
- iii) if an entity is granted exclusive rights with respect to a particular IP, the same should be for a limited period to obviate the possibility of misuse/no-use.
- iv) wherever applicable, it should be ensured that the licensing process does not restrict the research/publication rights as well as incorporation of necessary material in the thesis of the associated student inventor(s).
- v) DTU and its inventors should be protected and indemnified from all liability arising from development and commercialization of a particular intellectual property.
- vi) will not place restriction(s) beyond the inventor(s) on DTU from entering into research and development in the same area independently or with other organization(s).

The license agreement may contain such other provisions as may be determined by DTU in the best interest of the society.

Assignment of IP by DTU to another party may be carried out under the circumstances such as conditions by the government or its agencies, defense purposes or if the IP created distinctly accrues benefits to the society at large.

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3.5 POLICY FOR IP LICENSING AND ASSIGNING FOR START-UP VENTURES WITH INVOLVEMENT OF INVENTOR(S) FROM DTU

In order to encourage commercialization of IP registered and owned by DTU, inventor(s) of such IPs shall be encouraged to promote a start-up company (following the guidelines established by DTU) for developing a business proposition leveraging the IP under consideration. For this purpose, the start-up can also be accommodated at the DTU IIF at DTU, if so desired by the Inventor(s), after critical appraisal of the Business Plan as per applicable procedures of DTU.

The start-ups in the specified instances shall be licensed IPs owned by DTU on a limited exclusivity basis initially for a period of 3 years. The licensing fee may be decided depending on the nature of funding available for such a venture including the possibility of making the know-how/technology available even without any license fee. However, all such licensing should be accompanied by an appropriate agreement and a monitoring mechanism. During the limited exclusivity period, the start-up shall have 'no rights to sub-license' to any Third party.

Once the start-up venture establishes the commercial viability within the limited exclusivity period, the license agreement shall be re-visited and modified into exclusive over an extended period with a royalty consideration, the quantum of which shall be determined by DTU.

In case the start-up fails to achieve commercial breakthrough within the allotted period, the exclusivity of the license to the start-up shall be forfeited.

Further, as any entity set-up under the DTU IIF is an independent commercial entity, DTU would not have any rights to IP/Know-how developed within the entity unless covered by an explicit agreement.

3.6 SHARING OF REVENUE BETWEEN DTU AND INVENTOR(S)

The sub-section refers to revenue generated from monetization of IP. Protection of IP among other things is meant to provide incentive to all those associated with DTU with a potential for pursuing research leading to marketable product or processes and as a consequence generate revenue for DTU. Therefore, it is the policy of DTU to share the revenue from monetization of IP among stakeholders. These stakeholders besides DTU will include inventors, associated academic entities of DTU and the administrative entities engaged in IP management and commercialization.

DTU reserves the right to determine the share of the different stakeholders involved in IP creation and dissemination from time to time.

Revenue share of the inventor(s) shall continue even after their association with DTU ends. The administering entity would evolve procedure to enable this sharing.

3.7 POLICY RELATED TO THE USE OF NAME OF DTU AND TRADEMARKS OWNED BY DTU BY THIRD PARTIES

DTU would allow the use of its name and trademarks owned by it to the Third party(ies) to whom IP has been licensed/assigned through a signed agreement on following conditions:

- (a) IP is intended to be used for the benefit of society.
- (b) IP is licensed/assigned with an undertaking from the licensee/assignee that IP will be used-
 - (i) in a responsible manner to create a product/process conforming to environmental safety, and good manufacturing practices promoted by the Government of India and its regulatory bodies.
 - (ii) in promoting truthful claims and information, i.e. not for misleading the society or users.
 - (iii) without any liability to DTU in case of misuse of IP or accidental damage accruing due to use of IP.
- (c) In no case IP will be used against the interest of India.

In all such cases, the licensee/assignee must take prior approval of DTU about the manner in which the name of DTU and its trademarks are to be used in any media including print and electronic media.

3.8 NONCOMPLIANCE AND CONFLICT OF INTEREST

All inventors are responsible for compliance with government rules and DTU's policies and ordinances related to development and use of IP generated. In all activities arising out of implementation of IPR policy of the Institute, all faculty members/inventors are expected to avoid potential and mutual conflicts of interest.

3.9 JURISDICTION

For any dispute arising related to IPR implementation, the jurisdiction will be Delhi only.

3.10 Criteria for renewal of granted patents

Financial assistance for renewal of patent will be provided for a period of 10 years from the date of the patent and the financial assistance will only be provided beyond 10 years subject to commercialization of the patent.

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ANNEXURE I

SUGGESTED IPR ADMINISTRATIVE MECHANISM AT DTU

For the facilitation of IPR policy, DTU can entrust the role and responsibilities to various individuals and entities. This Annexure-I describes suggested administration mechanisms for some of the key activities.

AI.1 ADMINISTERING ENTITIES

The Industrial R&D Unit (**IRD**) is the administrative entity currently associated with IP management and commercialization:

1. The Industrial R&D Unit (**IRD**) has been specifically set up to provide specialized administrative and managerial support for the operation of sponsored research, consultancy and other related R&D activities of the Institute.

AI.2 IPR STANDING COMMITTEE (IPR SC) AND ITS ROLE

The IPR Standing Committee will be the core administrating body, which will be responsible for evolving detailed procedures to facilitate implementation of the IPR policy of DTU. IPR SC would also arbitrate on appeals made and any clarifications sought. The IPR SC will have the following members:

Vice Chancellor	Chairperson (Ex-officio)
Dean (IRD)	member (Ex-officio)
Dean (Academic-PG)	member (Ex-officio)
Dean (Academic-UG)	member (Ex-officio)
Registrar	Member
Coordinator IPR Cell, DTU	Member
Librarian	Member
Deputy Registrar (IRD)	Secretary

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IPR SC suggested role would include the following:

- (a) to create expert groups in different subject domains for assessing and recommending proposals for IP filing. (Note: this assessment step can be skipped in case the costs of filing are borne by an external funding source including sponsored project or consultancy.)
- (b) create and finalize forms, procedures (and guidelines) to implement the IPR policy at DTU.
- (c) evolve proper procedures and guidelines for good practices for record keeping to allow efficient IP filing and protection.
- (d) tie-up with organizations for filing, licensing/assigning of IPR on revenue sharing basis.
- (e) appoint a panel of attorneys to facilitate filing of IPs by both the Institute appointed body as well by individual faculty/staff using their project or other funding.
- (f) formulate programs for educating faculty/students/supporting staff/project staff/visitors about IPR and other associated issues.
- (g) provide guidelines for IPR related documentation including creating infrastructure for the same.
- (h) approach funding agencies for funds for promotion of IPR activities at DTU.
- (i) to provide waivers and release of IPR to Inventor(s) and/or Third party(ies) within the framework of IPR policy of DTU.
- (j) redress any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy.
- (k) create and finalize draft agreements to facilitate IP protection by DTU.
- (l) to evolve modalities of financing of IP related activities at DTU.
- (m) deal with any relevant issues arising out of promotion as well as implementation of IPR policy.
- (n) investigate the matter of violation/infringement of any intellectual property rights related to DTU and make recommendations to the Vice Chancellor for resolution of such violation/infringement.

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IPR SC may coopt members from within and/or outside DTU to seek their opinion in carrying out any of the above responsibilities.

AI.3 ROLE OF IRD

In addition, the current role of IRD also includes the following, which may be revised from time to time

- (a) To create and facilitate infrastructure/facilities/manpower for functioning of IPR Cell.
- (b) To oversee the functioning of IPR Cell.
- (c) Organizing IPR SC meetings.
- (d) To sign all IPR documents on behalf of DTU with Dean (IRD) as the competent authority.
Dean (IRD) may designate the Coordinator IPR Cell as competent authority on his behalf for signing agreement(s) created under standardized formats proposed by IPR SC.

Note: Confidential or Non-disclosure agreements written as per the standard formats made available by IPR SC can be signed by the Lead Inventor on behalf of DTU. However, for cases, where the agreements have clauses other than standard format will continue to be signed by the Registrar, DTU.

AI.4 ROLE OF IPR Cell

- (a) IPR Cell will work under Dean (IRD).
- (b) There shall be a Coordinator/Co-coordinator IPR Cell for formulation/execution of IPR Cell.
- (c) Drafting IPR Policy and changes (if any) from time to time and obtain the approval from Competent Authority.
- (d) Administering IPR Policy of DTU.
- (e) To facilitate faculty/student/project staff/supporting staff/visitors in all IPR application activities.
- (f) To empanel the attorney for filing patent on behalf of DTU.
- (g) Work on behalf of DTU, to process and manage IP registrations.
- (h) Regularly review IP cases (filed/granted applications) for maintenance / discontinuation.
- (i) To coordinate with the inventor (s) to proactively identify third parties for development and commercialization of IP in consultation with DTU IIF.
- (j) Custody of all IPR related documents

- (h) To process all financial matters related to registration and maintenance of various IPs.
- (i) To administer all matters related to IP transfer on the advice of IRD, DTU.

- (k) Organization of IP awareness programs at DTU.

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AI.4 IPR FUND

DTU shall examine to institute an 'IPR Fund' by accumulating part of the revenue generated from licensing/assigning and other resources to support IPR activities of DTU. DTU would also invest corpus amount every year to encourage filing and registering of IPR(s). The IPR fund will be managed by IRD unit of DTU.

ANNEXURE II

PREVAILING NORMS FOR SHARING

As of now, the income generated by licensing/assigning of IPR or on receipt of royalties associated with technology transfer / specific innovation programs shall be divided as follows:

- (a) 60% (sixty percent) of the revenue will go to the Inventor(s); the share of each inventor may be decided by the Lead Inventor.
- (b) 40% (forty percent) would go to DTU for promotion of IPR activities and Patent filing support.

ANNEXURE III

DTU FACULTY AND OPEN ACCESS POLICY

1.0 INTRODUCTION

The faculty of Delhi Technological University (DTU) is committed to disseminating the fruits of its research and scholarship as widely as possible. In keeping with that commitment, the Faculty adopts the following policy:

Each Faculty member grants to the Delhi Technological University nonexclusive permission to make available his or her scholarly articles and to exercise the copyright in those articles for the purpose of open dissemination. In legal terms, each Faculty member grants to DTU a nonexclusive, irrevocable, paid-up, worldwide license to exercise any and all rights under copyright relating to each of his or her scholarly articles, in any medium, provided that the articles are not sold for a profit, and to authorize others to do the same. The policy will apply to all scholarly articles written while the person is a member of the Faculty except for any articles completed before the adoption of this policy and any articles for which the Faculty member entered into an incompatible licensing or assignment agreement before the adoption of this policy. The Vice Chancellor on the recommendation of IPR SC will waive application of the policy for a particular article upon written notification by the author, who informs DTU of the reason.

To assist the DTU in distributing the scholarly articles, as of the date of publication, each faculty member will make available an electronic copy of his or her final version of the article at no charge to a designated representative of DTU (Librarian) in appropriate formats (such as PDF) specified by the IPR SC.

The IPR SC will make the scholarly article available to the public in an open access repository. The IPR SC in consultation with the Library Advisory Committee (LAC) will be responsible for interpreting this policy, resolving disputes concerning its interpretation and application, and recommending changes to the Faculty. The policy is to take effect immediately, it will be reviewed time to time by the competent authority.

The faculty calls upon the LAC to develop and monitor a plan for a service or mechanism that would render compliance with the policy as convenient for the faculty as possible.

2. DEFINITIONS

- a. *Nonexclusive permission*- After granting nonexclusive permission, one still retain ownership and complete control of the copyright in his/her writings, subject only to this prior license. One can exercise his/her copyrights in any way he/she sees fit, including transferring them to a publisher if he/she so desires.
- b. *Scholarly articles* – Faculty's scholarly articles are articles that describe the fruits of their research and that they give to the world for the sake of inquiry and knowledge without expectation of payment. Such articles are typically presented in peer-reviewed scholarly journals and conference proceedings.

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- c. *Open dissemination / open access repository* – Journal articles stored and made available on the public internet, permitting any users to read, download, copy, distribute, print, search, or link to the full texts of these articles, crawl them for indexing, pass them as data to software, or use them for any other lawful, non-commercial purpose, without financial, legal, or technical barriers other than those inseparable from gaining access to the internet itself.
- d. *Irrevocable, paid-up, worldwide license* – the permission granted may not be taken back; there are no fees associated with the permission granted; and the permissions apply worldwide.
- e. *Not sold for a profit* – DTU could not generate a profit from exercising the rights granted, but could recover costs for a service related to the articles, such as printed course packs.
- f. *Authorize others to do the same* – The copyright holder has the sole right to authorize others to exercise any of the five rights under copyright, and the right to authorize others to exercise any of the five rights under copyright, and the right to authorize others to exercise rights. This language transfers the nonexclusive right to DTU to allow others to use the articles in specified ways and contexts, such as other DTU faculty members who want to use an article in teaching.
- g. *Final version of the article* – The authors’s version with any changes made as a result of the peer-review process, but prior to publisher’s copy editing or formatting.
- h. *Faculty* – A per 1.4 (m)

3.0 WORKING WITH THE DTU FACULTY OPEN ACCESS POLICY

The implementation of the Policy is being overseen by the IPR SC of the University. To submit a paper under the policy, upload the author’s final manuscript, post peer-review, via a web form. If already submitted this version to a preprint server (e.g. arXiv), faculty may email the paper’s identifying repository number, or the URL, instead of the paper.

- The policy applies only to scholarly articles completed after the policy was adopted.
- Faculty authors are encouraged to use the DTU addendum [MS Word doc] for publisher copyright agreements that reflects this policy.

4.0 SCOPE OF THE POLICY

- 4.1 Only scholarly articles typically presented in peer-reviewed scholarly journals and conference proceedings are covered under this policy. Many of the written produces of faculty effort such as books, popular articles, fiction and poetry, encyclopedia entries, ephemeral writings, lecture notes, lecture videos, or other copyrighted works are not encompassed under this notion of scholarly article.
- 4.2 The author’s final version of the article i.e. the author’s manuscript with any changes made as a result of the peer-review process, but prior to publisher’s copy-editing or formatting are considered as scholarly article in this policy.
- 4.3 Each joint author of an article who holds copyright in the article and individually has the authority to grant DTU a non-exclusive license and the DTU open access policy applies to them also. Joint authors are those who participate in the preparation of the article

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with the intention that their contributions be merged into inseparable or interdependent parts of the whole.

4.4 It doesn't apply to any articles that were completed before the policy was adopted nor to any articles for which a faculty entered into an incompatible publishing agreement before the policy was adopted.

4.5 The policy also does not apply to any articles a faculty writes after leaving DTU.

5.0 OPTING OUT (OBTAINING A WAIVER)

5.1 To opt out, faculty need to fill out a simple web form, or send an email or other written notice to Librarian informing DTU of the following:-

- Name of DTU author
- Title of articles (expected or working titled)
- Journal you expect to publish in
- Reason you are opting out

5.2 if a faculty do not opt out, but assign exclusive rights to a publisher anyway, mistakenly signing a publisher's agreement that conflicts with the policy, DTU's license would still have force, because it would have been granted (through this policy) prior to the signing of the publisher contract.

5.3 Each co-author in a jointly written article owns the copyright. Under Indian Copyright law, any co-author has the right to grant a nonexclusive permission to others. It would be up to the co-author to decide whether to opt out of the policy for a given article to accommodate a co-author.

5.4 In case a faculty wants to retract a paper later as required by publisher, it would be possible to remove a paper, particularly in cases involving a legal dispute. In this case the specifics would depend on what procedures are worked out by the IPR SC to implement the policy.