



Intellectual Property (IP) Policy of University of Calcutta

Version 1.0

2025



Intellectual Property Rights (IPR) Cell University of Calcutta

Executive Summary to IP Policy:

The National Intellectual Property Right Policy (National IPR Policy), established by the Ministry of Commerce and Industry in 2016, aims to develop and safeguard intellectual property rights within India. The Intellectual Property Rights Policy Management (IPRPM) framework of the nation encompasses the following different types of IP rights: (i) Patents, (ii) Trade mark, (iii) Industrial Designs, (iv) Copyrights, (v) Geographical Indications, (vi) Semiconductor Integrated Circuit Layout Design, (vii) Trade Secret, and (viii) Plant Varieties (ix) Databases.

The Intellectual Property (IP) Policy of the University of Calcutta is the first IP policy of the University formulated after inception of Intellectual Property Rights (IPR) Cell, RUSA 2.0 & DSTBT (vide Notice R/258/23; date 30/11/2023). This is framed considering the provisions of creativity and innovation to provide a complete guidance to the stakeholders of the

University (faculty members, research scholars (PhD, Postdoc, visiting scholars, research assistants and all research and project personnel), students, visiting faculty and others associated with the university through contract) (not including the affiliated colleges or Sister Institutions). The Policy will not only protect the university fraternity from possible infringement and conflict of interest, but also govern its management, royalty, technology transfer, exploitation and commercialization, without impeding the missions of the University.

All Members of the University community (mentioned above) should abide by the IP Policy of the University and the existing IP laws of India.

The Policy will apply to all the IPs owned by University Members that were created using the University facilities. The University Members are obligated to declare all IPs and transfer their ownership to the University, immediately after enforcement of this Policy. However, any pre-owned IPs (declared or undeclared) will be excluded from the application of this Policy in terms of renewal, legal disputes etc.

The University shall ensure that the employment contract or other agreements with the University will comply with the provisions of the said Policy. The University owns all IP created by its members: a. in the course and scope of his/her employment; or b. making substantial use of the Institution's resources.

The IP management and commercialization strategy for the University will be exclusively determined by the IPR Cell.

Publication of Scholarly Works by the Faculty Members, Staff Members, Researchers, Students and Visitors of the University is highly endorsed, provided that any potential University IP is first declared to and cleared by the IPR Cell before publication. The University Members shall grant to the Institution a non-exclusive, royalty free license to use their Scholarly Works for the Institution's [administrative, promotional, etc.] Research and teaching-learning purposes.

University's IP will be part of the Public Domain under the following circumstances: a. if agreed through Research Contract; or b. if the University Members made use of Open Educational Resources (OERs) or resources licensed through Open Source or Creative Commons Licences and the licensing conditions require release of derivatives into the Public Domain.

The University will not be responsible for any IP violations arising out of usage of Generative Artificial Intelligence (AI). Responsible AI may only be used for checking grammar and plagiarism, improving readability and conducting research on AI itself.

All Research Contracts must be executed and performed with approval from the competent authority or in compliance with the University's Research Contract Policy.

Any potential IP needs to be disclosed via IP Disclosure Form to the IPR Cell of the University. Creators shall keep appropriate records of their Research in compliance with the Policy and with access restricted to only the individuals within the Institution for the performance of their regular duties.

50% of IP expenses shall be borne by the Creator and 50% by the University.

In case of co-ownership with an outside organization, the Gross IP Revenue received by the Institution will be shared in accordance with a pre-determined formula as per a contractual arrangement.

The University shall have the sole discretion regarding the Commercialization (license, sale, joint ventures, royalty-free access, or combinations thereof) of IP owned by it, which shall be planned, executed, and monitored by the IPR Cell with reasonable involvement of the Creators, in a manner that enhances local, regional, and national economic development or fosters entrepreneurship. In case of co-ownership, the commercialization decision will be taken jointly in line with the National law.

The University, in the interest of promoting knowledge transfer, will give due consideration to incentives (financial or non-financial) to researchers to foster socio-economically important Research. 50% of the Net IP Revenue will be allocated to the Creator, taxable, and shall survive any resignation/termination of employment as long as University receives gross IP revenues. Such incentives will be equal or shared (pro rata) depending on contribution of multiple Creators or as bounded by prior agreement.

In terms of this Policy, the primary commitment of time and intellectual contributions of Staff Members' and Visitors' shall be to the education, research and academic programs of the University for the best interest of the University, in compliance with work ethic and research integrity. Their agreements with external parties shall not conflict with their duties and responsibilities at the University.

The University makes no claim of ownership of copyright in works of authorship created by members of its community, unless such works qualify as "Works Made for Hire" clause under Section 17 of the Indian Copyright Act.

All materials supplied to students by course coordinators and posted on the University Website shall have copyright compliance and be properly managed. Digitization and posting of the copyrighted materials shall be through the Library's Digital Resources Management Centre.

The Policy aims to have a positive impact on the invaluable IP assets of the University, requiring a coordinated effort from all its stakeholders to foster a dynamic ecosystem for innovation, creativity, recognition and protection.

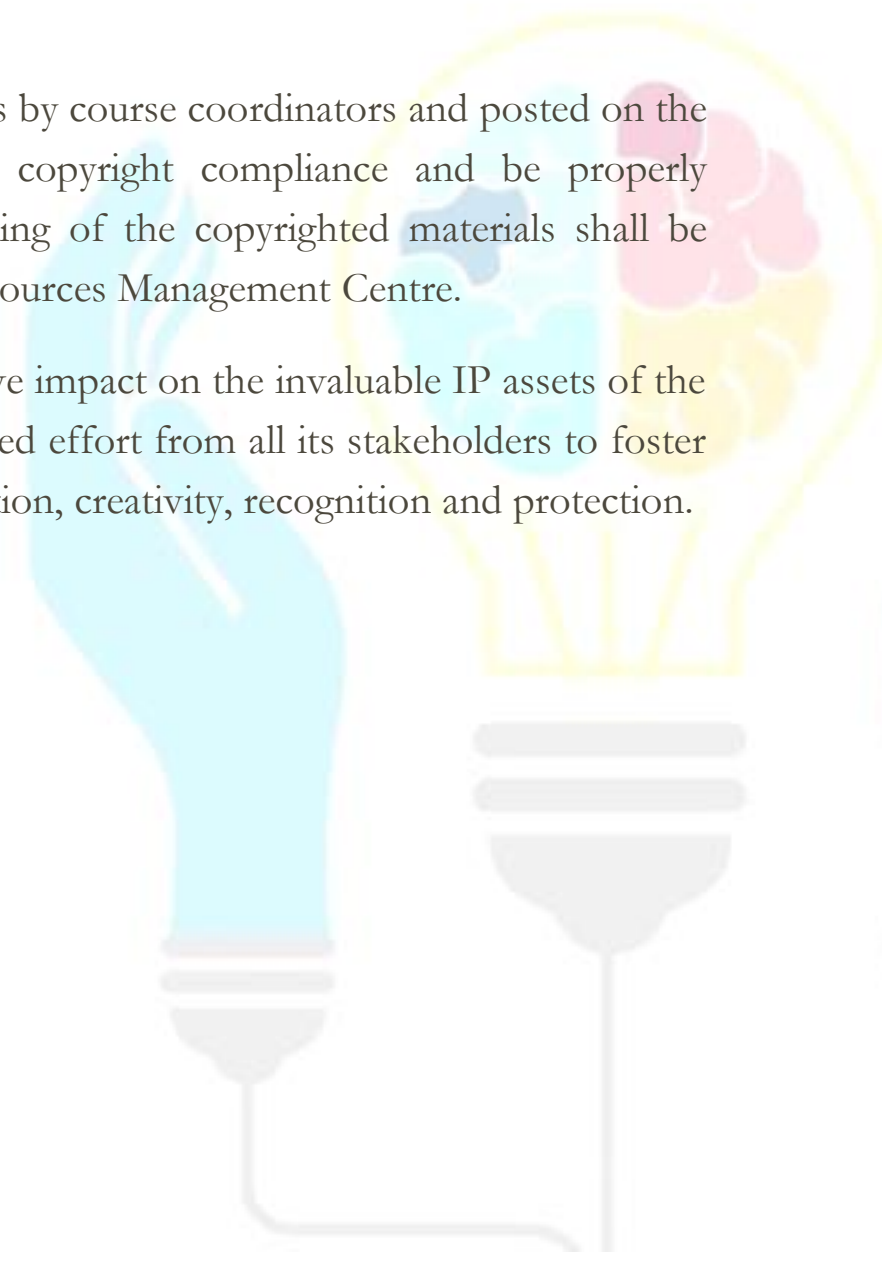
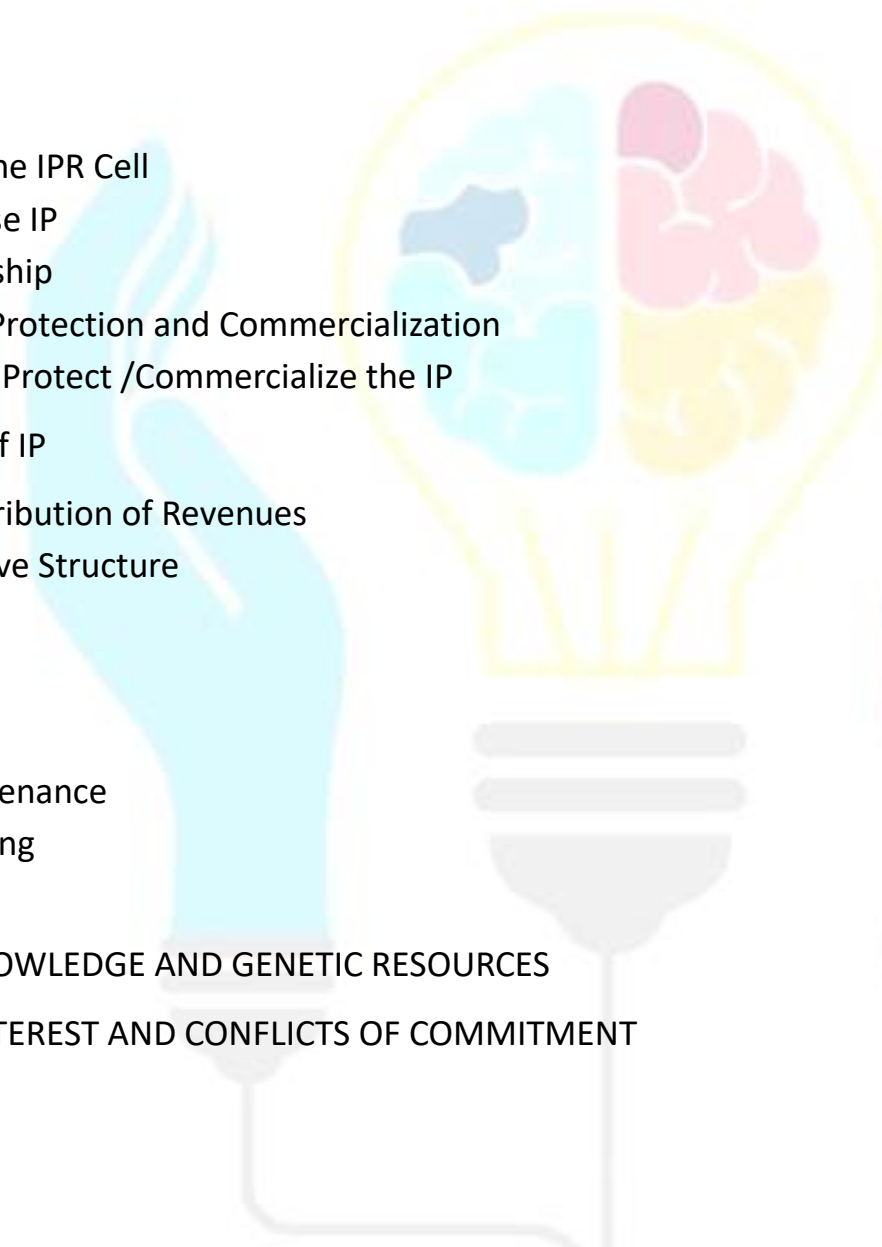


Table of Contents

1. Article 1: Preamble
 - 1.1. Context and mission of the University
 - 1.2. Purpose of the IP policy
 - 1.3. Overall Principles
2. Article 2: Definitions
3. Article 3: Scope of the Policy
 - 3.1. IP Created Henceforth
 - 3.2. Pre-Owned IP
 - 3.3. Pre-Created IP
 - 3.4. Applicability
 - 3.5. Binding effect of the Policy
4. Article 4: Governance and Operation
 - 4.1. IPR Cell
 - 4.2. IP Management Office (IPMO)
5. Ownership of IP and Right of Use
 - 5.1. IP Created by Faculty Members & Staff Members
 - 5.2. IP Created by Students
 - 5.3. IP Created by Visitors
 - 5.4. Special Rules for Course Materials
 - 5.5. Special Rules for Scholarly Works
 - 5.6. Moral Rights
 - 5.7. Public Domain
 - 5.8. Special rules for use of generative artificial intelligence (AI)
6. Article 6 : Publication, Non-disclosure & Trade Secrets
7. Article 7 : Research Contracts
 - 7.1. Authority

- 
- 7.2. Research and Contract Policy
 - 7.3. Due Diligence
 - 7.4. Ownership and Rights to Use
 - 7.5. Government Rules
 - 7.6. Approval
 - 7.7. Basic Principles
 8. Article 8: Determinations By the IPR Cell
 - 8.1. Responsibility to Disclose IP
 - 8.2. Creatorship and Ownership
 - 8.3. Determination as to IP Protection and Commercialization
 - 8.4. Institution Elects not to Protect /Commercialize the IP
 9. Article 9: Commercialization of IP
 10. Article 10: Incentives and Distribution of Revenues
 - 10.1. The Institution's Incentive Structure
 - 10.2. Sharing of Revenues
 - 10.3. Other Incentives
 - 10.4. Contact Details
 11. ARTICLE 11: IP Portfolio Maintenance
 - 11.1. Recording and Monitoring
 - 11.2. Accounting
 12. ARTICLE 12: TRADITIONAL KNOWLEDGE AND GENETIC RESOURCES
 13. ARTICLE 13: CONFLICTS OF INTEREST AND CONFLICTS OF COMMITMENT
 14. ARTICLE 14: DISPUTE
 15. ARTICLE 15: AMENDMENT

Annexure I – Invention Disclosure Form (IDF)

Annexure II - Copyright Policy of the University of Calcutta

Article 1 : Preamble

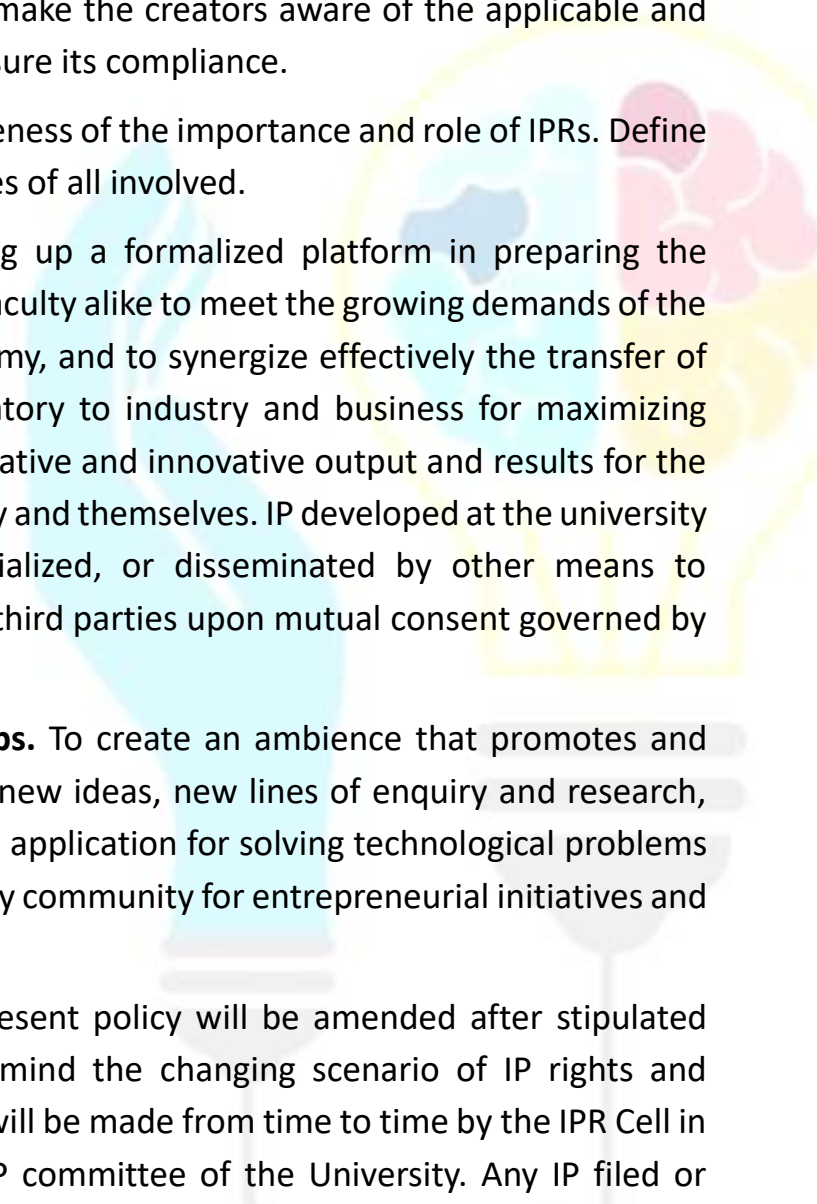
1.1. Context and Mission of the University

- 1.1.1. The University of Calcutta, the oldest university of India established on 24th January 1857, has always been associated with innovation and quality education. The core mission of the university is to nurture innovation and contemporary ideas and ideals, to promote scholarship of the highest standards, to support research that contributes to the betterment of the country and the world in totality and to maintain value education that will create the citizens of tomorrow.
- 1.1.2. The University of Calcutta is committed to ensuring that Intellectual Property (IP) emanating from its Research activities is used in support of the objectives set out in its Charter and Statutes, and in accordance with its legal obligations, for the benefit of the university, the Creators and, most importantly, society-at-large.
- 1.1.3. Intellectual Property (IP) policy plays a pivotal role in providing a creative and innovative edge to a university. IP, the intangible assets-such as inventions, knowhow, brands, designs, creative and scholarly (including textual, audio, video, image) contents as outputs of scholarships and other innovative products and processes are, today, often more valuable than tangible or physical assets. This IP policy (hereinafter referred to as the 'policy') of the University of Calcutta (hereinafter referred to as the 'university') seeks to provide guidance to the academic community of the university [including faculty members, research scholars (PhD, Postdoc, visiting scholars, research assistants and all research and project personnel of the research project), students, visiting faculty and all stakeholders], and outside agencies on the practices and rules of the university regarding its policy, its ownership, exploitation, technology transfer, royalty and confidentiality requirements. The policy is expected to fulfill the

commitment of the university to promotion of scholarship and facilitating a conducive environment for research and development.

1.2. Purpose of the IP Policy

- 1.2.1. **Promotion of IP utilization.** The intent of the IP Policy is to facilitate the widespread use of, through various modalities of access to, the university's IP.
- 1.2.2. **IP management.** The IP Policy seeks to set the framework for the translation of the IP arising from the university's research into products, services and processes. It encourages Faculty Members, Students and Visitors to become Creators and to identify IP with potential commercial value and to protect the same from possible infringements or conflicts of interest. It also establishes clear rules and procedures for the management and Commercialization of such IP generated at the university.
- 1.2.3. **Balance of interests.** The IP Policy seeks to ensure a transparent and fair system for legal protection, where applicable; effective management and Commercialization of university's IP; while at the same time not impeding with the traditions of education and scholarship, academic freedom, open and timely publications, university's sovereignty, and its mission serving the public interest.
- 1.2.4. **Procedural Guidelines.** The policy will provide procedural guidelines for making it available to the public the inventions and discoveries made in the journey of the research carried out at the university.
- 1.2.5. **Providing Do's & Don'ts.** Framing standards of Do's & Don'ts applicable to all creators and their funders who want to protect their IP originating from the university.
- 1.2.6. **Attracting Sponsored Research.** To enable the university to secure research funding or sponsored research at all levels.

- 
- 1.2.7. **Premier Research-based University.** To encourage technical problem solving or applied research pursuing the highest ideals of scholarship and its dissemination to the community and society at large.
- 1.2.8. **Compliance to IP Laws.** To make the creators aware of the applicable and relevant laws in order to ensure its compliance.
- 1.2.9. **Beneficial Use.** Create awareness of the importance and role of IPRs. Define the rights and responsibilities of all involved.
- 1.2.10. **Technology Transfer.** Setting up a formalized platform in preparing the students, researchers, and faculty alike to meet the growing demands of the emerging knowledge economy, and to synergize effectively the transfer of technology from the laboratory to industry and business for maximizing value realization of their creative and innovative output and results for the benefit of both the university and themselves. IP developed at the university can be licensed, commercialized, or disseminated by other means to industries, organizations or third parties upon mutual consent governed by agreements.
- 1.2.11. **Encouragement for Start-ups.** To create an ambience that promotes and nurtures the emergence of new ideas, new lines of enquiry and research, scholarship, and its practical application for solving technological problems by encouraging the university community for entrepreneurial initiatives and start-ups, spin-offs.
- 1.2.12. **Policy Amendment.** The present policy will be amended after stipulated period of time keeping in mind the changing scenario of IP rights and sustainability. Amendment will be made from time to time by the IPR Cell in association with the core IP committee of the University. Any IP filed or disclosed after the date of amendment will be governed by the amended policy. Commercialization of IP will be similarly governed by the amended rules unless mentioned in previous signed agreement.

1.2.13. **Policy violations.** Breach of the Policy shall be dealt with under relevant laws and regulations. Aspects pertaining to internal disputes concerning IP shall be resolved by IPR Cell in association with the IP committee of the University. Any potential and existing Conflict of Interest (COI) or Conflict of Commitment (COC) concerning University IP need to be reported to the IPR Cell. The IPR Cell, in association with the core IP committee and the University statutory committee will be responsible for resolving such conflicts.

1.3. Overall Principles

The University operates under the following overall principles:

- 1.3.1. **Responsible Commercialization.** Where IP arises that has commercial potential as a result of Research, the University intends to make such IP available in a form that will most effectively promote its development and use for economic and social benefit.
- 1.3.2. **Incentives.** The University wishes to recognize and reward Faculty Members, Students and Scholars whose IP generates a demonstrable socio-and/or economic impact.
- 1.3.3. **Local development.** The University encourages Research that responds to the local, regional, and national needs. In its efforts to commercialize University IP, the University shall seek to optimize the economic and societal benefits for Indian industry and her priority changes from time to time.
- 1.3.4. **Protection.** Staff Members, students, scholars or visitors will be able to legally protect their IP through the University from any form of infringement or conflicts
- 1.3.5. **Breach/infringement of IP.** Members of the University community should take utmost care to prevent any infringement/breach of IP Policy of the University and the existing IP laws of India. In the event of such breach, the matter will be dealt with severely.

Article 2 : Definitions

Without prejudice to any applicable laws, in this Policy the definitions set out below shall apply:

Appointment. A formal agreement for a Visitor (visiting faculty, visiting researchers) with the university, which is a prerequisite to participate in or conduct Research, scholarship, creative work, or teaching at the university.

Author. Any person to whom this Policy is applicable, who individually or jointly with others makes a design, a mark or copyrightable work and who meets the criteria for authorship under the IP laws of India [Copyright Act 1957] **(as provided in Annexure II)**.

Background IP. Any pre-existing IP created before the execution of any Research Project, or prior to a Creator becoming subject to this IP Policy, by virtue of Appointment in the case of a Visitor, employment contract in the case of a Staff Member, or registration in the case of a student.

Commercialization. Any form of utilization of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society. **Commercialize** is similarly defined.

Commercialization Entity. A company that has access to the IP of the University, through any one or more of the available Commercialization modes, to produce new products, processes or services. This can be a spin-off or start-up.

Conflict of Commitment (COC). Any situation in which an individual Faculty Member's or Visitor's primary professional loyalty is not to the Institution because the time devoted to outside activities adversely affects their capacity to meet their responsibilities as set out in their employment contract of Appointment, respectively.

Conflict of Interest (COI). Any situation in which real or perceived interests of an individual Faculty Member, Visitor or Student or Research Scholars may run counter to the interests of the University or negatively affect their employment or duties.

Course Materials. All materials used in, or in connection with, and for the purpose of, teaching an education course through the provision of lectures, tutorials, seminars, workshops, field or laboratory classes, assessments, practicum and other teaching activities conducted by the Institution; and all IP in such materials.

Creator. Any person to whom this Policy is applicable, who creates, conceives, reduces to practice, authors, or otherwise makes a substantive intellectual contribution to the creation of IP and who meets the definition of 'inventor', 'author' or 'breeder' as generally implied in the IP laws of India [Patent Act, 1970; Copyright Act, 1957; Trade Marks Act, 1999; Design Act, 2000; Protection of Plant Varieties and Farmers Rights Act, 2001; Semiconductor Integrated Circuits Layout-Design Act, 2000].

Enabler. Any assistants, technicians, and other individuals who have indirectly contributed to the creation of IP by Creators - and as such may not be listed themselves as an author or inventor in terms of statutory IPRs - mainly through the execution of standard tasks or following through on specific instructions, but without whose practical contribution the Commercialization would not have been possible.

Faculty Member. Any person who is under a contract of employment with the University including academic, research, and adjunct, whether full-time or part-time or on a temporary basis.

Generative artificial intelligence (Gen AI). These can generate new content in terms of complex images, texts, write-ups, songs, videos, simulations, 3D

models and many more as ‘outputs’ against the user’s textual requests or ‘inputs’.

Genetic Resources (GRs). “Genetic material of actual or potential value.”¹ Genetic material is defined as “any material of plant, animal, microbial or other origin containing functional units of heredity.”^{2,3} Some GRs are linked to traditional knowledge (TK) through their use and conservation by indigenous peoples and local communities, often over generations, and through their widespread use in modern scientific Research. Examples include medicinal plants, agricultural crops and animal breeds.

Gross IP Revenue. All revenue received by the University on Commercialization of IP originated at the University before any deductions for IP Expenses, as defined in Article 10.

Intellectual Property (IP). All outputs of creative endeavor in any field at the University for which legal rights may be obtained or enforced pursuant to the law. IP may include:

- a) literary works, including publications in respect of Research results, and associated materials, including drafts, data sets and laboratory notebooks;
- b) teaching and learning materials;
- c) other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with the aid of Institution resources or facilities;

¹ Article 2 of the Convention on Biological Diversity.

² Id.

³ WIPO Treaty on Intellectual Property, Genetic Resources and Associated Traditional Knowledge, May 24, 2024

- d) databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
- e) patentable inventions and non-patentable technical information ;
- f) designs including layout designs (topographies) of Semi-conductor integrated circuits;
- g) plant varieties and related information;
- h) trade secrets;
- i) know-how, information and data associated with the above; and
- j) any other University-commissioned works not included above including trademark if any.

Institution: This term means the University of Calcutta, unless otherwise mentioned

Intellectual Property Rights (IPRs). The proprietary rights that may be granted for an invention, mark, design, plant variety, or other type of IP, should the statutory requirements for protection be met to result in a patent, trade mark, registered design or plant breeders' right, respectively.

Invention. A new product or process involving an inventive step and capable of industrial application. [Section 2(1)(j) of Indian patent Act, 1970]

Inventor. Any person to whom this Policy is applicable, who individually or jointly with others makes an Invention and who meets the criteria for inventorship under the [Indian Patent Act, 1970 and its amendments from time to time].

Invention Disclosure Form (IDF). The form [provided in Annexure I] to be completed by Creators and submitted to the IPR Cell of the University to document their creation.

IP Expenses. All expenses incurred by the University subject to the availability of required fund in the management and Commercialization of IP for which Gross IP Revenue has been received.

IP Committee. The body within the University set up in terms of Article 4.1, which is responsible for overseeing the drafting, implementation, monitoring and evolution of the Policy, and for providing strategic oversight of the IPMO.

IP Management Office (IPMO) / [IPR Cell, University of Calcutta]. The administrative unit established in terms of Article 4.2, responsible for day-to-day management and overall supervision of all IP-related activities of the University of Calcutta.

Net IP Revenue. Gross IP Revenue less IP Expenses.

Open Educational Resources(OER). Teaching, learning and Research materials that reside in the Public Domain and that have been released under an open license that permits their free use or modification by others.

Plant Variety. A new variety if it conforms to the criteria of novelty, distinctiveness, uniformity and stability.[PPV&FR Act, 2001]. [**Or:** A homogenous grouping of plants that can be protected by a form of plant breeder's right such as that defined in the International Convention for the Protection of New Varieties of Plants⁴.]

Policy. This [Intellectual Property Policy of the University of Calcutta] IP policy is subject to amend as and when required basis and amendments of IP and IP related various acts of India and international agreement where India is a signatory/member.

⁴Generally referred to as "[UPOV Convention](#)."

Public Disclosure. The communication of information, relating to IP, to external parties. Public Disclosure includes, but is not limited to, disclosure in written or oral form; communication by email; posting on a web blog; disclosure in a news report, press release or interview; publication in a journal, abstract, poster, or report; presentation at a conference; examination of a thesis; demonstration of an Invention at a trade show; or the industrial application of an Invention.

Public Domain. The freely accessible public realm in which works that are not protected by IPRs, either because the rights have been forfeited or because the rights have been expired, are thereby held by the public at large and available for all to use without permission from the Creator or owner.

Research.⁵Any creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture and society, and the use of this stock of knowledge to devise new applications. It comprises three activities: basic research, applied research and experimental development.

Research Contract. Any type of agreement between the University and an external party or research sponsor or funder-public or private, concerning Research, which could result in IP being created at the University. This shall include, but is not limited to, all sponsorships, donorships and collaborations with the external party or research sponsor.⁶

Researcher. Persons employed by the University for the purpose of research/research project funded by any public or private funders who use

⁵Definition from the [Frascati Manual](#).

⁶ For details as to the difference between sponsorships, donorships and collaborations, and how the IP ownership clauses may change, see the Guidelines, Article 8.

the resources of the academic institution and who perform any research task at the University, including student employees and technical staff in the research project; doctoral and post-doctoral students of the University; visiting researchers or scientists

Research Project. Any project that forms the basis of Research undertaken by the University and includes projects undertaken by a student, under the supervision of a Faculty Member or a Visitor, as part of a research degree program.

Research Agreement. May refer to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by researchers and/or IP created at the academic institution.

Royalty. It is the payment made to an inventor/author or an institution for legal use of a patented invention or any intellectual property when licensed.

Scholarly Works. All copyright works which are the outputs of academic Faculty Members, Staff Members, Students or Visitors, including Research, creative and other outputs in area(s) of his/her expertise. It does not include Course Materials [excluding computer software and databases].

Senior Responsible Officer. The Coordinator, IPR Cell of the University of Calcutta shall take final decision regarding IP in consultation with VC, Pro-VC (Academic), and the Registrar.

Staff Member. Any person who is under a contract of employment with the University including technical, administrative and adjunct staff, whether full-time or part-time or on a temporary basis.

Student. Any student registered for an approved course at the Institution including PhD.

Substantial Use. Extensive [unreimbursed] use of the Institution's resources which include but are not limited to facilities, equipment, human resources or funds. Not included is routine use of libraries and/or office space.

Sufficient Disclosure. It means providing a detailed description of features essential for carrying out the invention, in order to render it apparent how to put the invention into practice to a person skilled in the art.

Trade Secret. There is no statute or legislation that governs the protection of trade secrets in India. However, rights in respect of trade secrets are enforced through contract law (Indian Contract Act, 1872) principles of equity or by way of a common law action for breach of confidence. [**Or:** Confidential information not publicly available that has commercial value because of its confidential nature, and which the owner has taken reasonable efforts to keep secret.

Traditional Knowledge (TK). ["traditional knowledge" means knowledge and expression of culture, which may subsist in codified or oral or other forms, whether publicly available or not, that is dynamic and evolving and is passed on from generation to generation, for at least three generations, whether consecutively or not, which is associated with group or groups who are maintaining, practicing or developing it in traditional cultural context and includes know-how, skills, innovations, practices, learning, medicinal preparations, method of treatment, literature, music, art forms, designs and marks but does not include any traditional knowledge covered by any law for the time being in force providing for its preservation, promotion, management or unauthorized commercial exploitation]. [**Or:** A living body of knowledge resulting from intellectual activity in a traditional context, which includes know-how, practices, skills, and innovations. TK embodies the traditional lifestyles of indigenous peoples and local communities and is transmitted from generation to generation, often forming part of the cultural and spiritual identity of the community. TK is not limited to any specific

technical field, and may include agricultural, environmental and medicinal knowledge. TK also often encompasses knowledge associated with Genetic Resources.^{7]}

Visitor. Any person who is neither a Faculty Member nor a Staff Member nor a Student of the University who engages in work at the University, including visiting professors, adjunct and conjoint professors, teachers, researchers, scholars, and volunteers; and who concludes an Appointment agreement with the University.

University member. This term covers all Faculty Members, Staff Members, Students, Researchers and Visitors who participate in a Research Project or produce Scholarly Works or teaching

Article 3 : Scope of the Policy

- 3.1. **IP Created henceforth.** This is the first IP Policy of the university formulated after inauguration and establishment of IPR Cell at the university. This Policy will apply to all IP generated at the University henceforth (not including the affiliated colleges or Sister Institutions), in particular by Faculty Members, Staff Members, Students including Researchers and Visitors. Personnel outside the university if associated with IP, will be governed by the terms of the Memorandum of Understanding (MOU)s and other forms of agreements.
- 3.2. **Pre-Owned IP.** Upon commencing employment, enrolment or an Appointment, Faculty Members, Staff Members, Students, Researchers and Visitors must declare any existing IP that they (co)own. Any pre-owned IPs

⁷ There is not yet an accepted definition of “traditional knowledge” at the international level. The proposed definition is provided for the purposes of this IP Policy.

(declared or undeclared) will be, by default, excluded from the application of this Policy in terms of renewal, legal disputes etc.

In case the incoming faculty, staff, students, researchers, visitors want their pre-owned IP to be covered under the University's IP policy, they must make a specific application for the same. The University reserves the right to agree to such application as per University's terms.

Any renewal OR disputes related to such pre-owned IPs – that have not been taken over by the University - will also be outside the scope and preview of the University

- 3.3. **Pre-Created IP.** This policy will also apply to all the IPs owned by existing University members that were created using the university facilities before enforcement of this policy.

The University members will be mandatorily obligated to transfer the ownership of such IPs to the University, in case the University so decides. It is the obligation of the University members to declare all such IP, immediately after enforcement of this policy.

- 3.4. **Applicability.** This Policy applies to all Faculty Members, Staff Members, Students, Researchers and Visitors who participate in a Research Project or produce Scholarly Works or teaching. Rights and obligations under this Policy shall survive any termination of employment, enrolment or Appointment at the University.

- 3.5. **Binding effect of the Policy.** This Policy along with Annexure I and Annexure II shall be available to all after acceptance at the Syndicate. This will be published on the university website, the full copy of which will be available and easily accessible from the website. This Policy constitutes an understanding that is binding on the University Faculty Members, Staff Members, Students, Researchers and Visitors, once adopted by the Syndicate of the University, on the following grounds:

- 3.5.1. **Faculty Members.** The University shall ensure that the employment contract or other agreement establishing any type of employment relationship between the University and Faculty Members includes a provision placing Faculty Members under the scope of this Policy.
- 3.5.2 **Staff Members.** The University shall ensure that the employment contract or other agreement establishing any type of employment relationship between the University and Faculty Members includes a provision placing Faculty Members under the scope of this Policy.
- 3.5.3. **Students participating in a Research Project.** The University shall ensure that Students participating in a Research Project sign an agreement before commencing the project, to the effect that they have read and will comply with the provisions of this Policy, according to Article 5.2.5.
- 3.5.4. **Visitors.** The University shall ensure that Visitors sign an Appointment agreement before commencing any activity at the University. Such agreement shall place the Visitor under the scope of this Policy and shall make reference to this Policy, a copy of which will be available to the Visitor through the University's portal.
- 3.5.5. **Informed consent.** This Policy shall be included on the University's website and will be updated, amended if required from time to time. In addition, a reference to this Policy shall be made in [the terms and conditions of enrolment of Students], all academic information catalogs or their equivalent. Said reference shall be in sufficient detail to enable the full text of the Policy to be easily accessed.

Article 4 : Governance and Operation

4.1. IPR Cell

4.1.1 **Purpose.** The University has already established an IPR Cell vide Notice R/258/23; date 30/11/2023. The first task assigned to the IPR Cell was to create and oversee the implementation of IPR Policy. Going forward, the IPR Cell will be the custodian of the IPR policy and will also provide strategic guidance to the IPMO (refer Article 4.2 below).

4.1.2. **Composition.** The IPR Cell shall be composed of several committees as follows:

Advisory Committee: This committee will advise, guide and mentor the IPR Cell. The advisory committee will provide all support required by IPR Cell in executing its responsibilities. This committee shall consist of VC, Pro-VC (Academic), Registrar, and any external member having expertise in matters of Patent, IP and the industry

This committee will be chaired by the Vice Chancellor. The IPR Cell head / Coordinator/Director will be ex-officio member-secretary of this committee. Staffs will be there to assist the committee.

Pro-Vice Chancellor (Business Affairs and Finance); the Head of Legal Cell and the Deans of the Faculties will be ex-officio invitee to this Advisory Committee.

Working Committee: The Head / Coordinator of IPR Cell will form this committee and will be the ex-officio chairperson of this committee. Faculty members and other stakeholders may be co-opted into this committee by the IPR Cell Head from time to time, in consultation with the Vice Chancellor

Other core Committees: The head of IPR Cell will form subject / agenda specific core committees as may be required. These will be formed on *ad hoc* basis – for a pre-specified propose and for limited duration. The members will be included based on their competence / expertise vis-à-vis the agenda of the respective core committee

4.1.3. **Responsibilities.** The IPR Cell is the ultimate decision-making body in the determination of an IP management and Commercialization strategy for the University. Staffs, office etc infrastructure and budgetary support will be provided to the IPR cell by the University. Representatives from Finance and legal departments will be specifically allocated to the IPR Cell by the University.

4.1.4. **Meetings.** The Committees of the IPR cell shall have regular meetings and also be available for *ad hoc* meetings. These will be for matters of strategy, policy, day-to-day activities or any other topic as appropriate. The Head / Coordinator of IPR Cell will decide on such meetings

IPR Cell will also review this IPR policy from time to time. It will provide recommendation on any updation, after required consultation with the university legal cell, when required. Such recommendation will be placed at the University Syndicate meetings. Once passed, the recommendations will be implemented in the Policy by the IPR Cell.

4.2. IP Management Office (IPMO)

4.2.1. **Purpose.** The University shall establish an IP Management Office with required fund and budget provisions. This is to assist the IPR Cell in managing and commercializing its IP in a form that will most effectively promote its development and use for economic and social benefit and foster a creative innovation ecosystem in the University.

4.2.2. **Responsibilities.** The responsibilities of the IP Management Office shall include, but are not limited to:

- a. IPR awareness – Outreach to Creators through training, e-campaign etc
- b. Inculcate a culture of innovation and creativity within the University - Facilitate IPR generation, including reward and recognition mechanism
- c. Support affiliated colleges and sister institutions on IPR matters on ad hoc need based basis as per mutually agreed terms and conditions

- d. Facilitate CU to build and continuously nurture relationship with industry, other academic institutes, research funding agencies, WIPO, various Indian Government agencies in the context of Patent and IPR
- e. To represent CU at national and international IPR forums, journals
- f. To explore collaboration opportunities with WIPO and other national / international IPR agencies
- g. IPR management – facilitate Patent and IP filing, prosecution, grant, renewal and enforcement
- h. Facilitate Technology transfer, licensing and IP contract negotiation;
- i. Facilitate IP asset management;
- j. Facilitate Incubating and promoting knowledge-based start-ups and
- k. Provide oversight to IP costs and revenue distribution.

Article 5 : Ownership of IP and Rights of Use

5.1. IP Created by Faculty Members & Staff Members

5.1.1. **Institution ownership.** The University owns all IP created by a Faculty Members, Staff Members, Researchers:

- a. in the course and scope of his/her employment; or
- b. making Substantial Use of the Institution's resources.

5.1.2. **Faculty Member/Staff Member ownership.** Faculty Members, Staff Members, Researchers will own/co-own the IP they have created when such IP:

- a. is outside the course and scope of their employment and / or engagement and without Substantial Use⁸ of the Institution's resources;

⁸ Use will be deemed not Substantial if minimal overhead costs have been incurred by the Institution (such as the use of office space, the library, facilities or traditional desktop computers); only a minimal amount of time has been

CU will not participate in filing, renewing, enforcing, and commercializing such IP's

- 5.1.3. **IP emanating from Research Contracts.** In the absence of provisions to the contrary in any national law, the terms of the Research Contract will regulate ownership of IP created by Faculty Members, Staff Members, Students, Researchers and Visitors in the course of a Research Project that forms part of a Research Contract, as set out in Article 7.
- 5.1.4. **Appointment of Faculty Members, Staff Members, Researchers and Visitors at another Institution.**⁹ It is the responsibility of each Staff Member that holds an honorary or other academic or research appointment at another institution (Host Institution) to bring to the attention of the Host Institution, including its IPR Cell, his/her obligations in terms of this Policy, prior to the tenure at the Host Institution. To the extent that the Host Institution's IP Policy makes a claim on IP created by the Faculty Members, Staff Members, Researchers and Visitors pursuant to such appointment, the Staff Member shall ensure that the Host Institution negotiates a suitable IP arrangement with the University.

5.2. IP Created by Students

5.2.1. Student ownership.

IP's like Patent, Industrial Design, IC layouts, Trademark, Copyright of technical subject matter (eg, Technical manual, computer program etc); created by a student or a group of students in the course of study at the University; using the University facilities and infrastructure will be owned by

spent using significant Institution facilities; or the IP has been written or developed in the personal (unpaid) time of the Creator.

⁹ This means that such Staff Members are a visitor at another institution.

the University. The student or the group of students will be named as the inventor(s) while the University will be the applicant.

In case of theses, dissertations and other Scholarly Works created by student(s), the student(s) must grant a royalty-free license to the University to reproduce his/her thesis or dissertation and to distribute copies thereof to the public.

In case a student (or group of students) of the University participates(s) in any project, which is otherwise run and sponsored by any other organization (national/international funders or industry), the IP created in such context will be governed by the rules of the sponsoring organization. In case University infrastructure or IP is used in such project; such usage will be governed by the agreement between the University and the sponsoring organization. Any IP created in such context will also be as per such agreements. In case there is no such agreement, the participating student(s) must ensure that there is no unauthorized usage of the University resources and infrastructure.

This above is in contrast to IP created by a Student in a Research Project (including PhD research project), as per Article 5.2.3 below.

5.2.2. Theses or dissertations.

- a. The Student must submit his/her final thesis or dissertation to the Institutional repository.

- b. The Student must grant a royalty-free license to the Institution to reproduce his/her thesis or dissertation and to distribute copies thereof to the public.¹⁰

5.2.3. **Institution ownership.** IP emanating from a Student's Research Project shall be owned by the University in the following circumstances:

- a. if the IP is created by making Substantial Use of the University's resources (including supervision) and there is no re-imbursement (of CU's expenses by the student) agreement concluded between the University and the Student; or
- b. if the Research carried out by the Student forms part of the University's Research Projects

5.2.4. **IP emanating from Research Contracts.**¹¹ The terms of the Research Contract shall regulate the ownership of IP created by a Student in the course of such Research Contract, as set out in Article 8.

5.2.5. **Institution ownership responsibilities.**¹² If the University takes up the ownership of the IP created by a Student, in terms of Article 5.2.3 or Article 5.2.4, and hence created in terms of a Research Project or Research Contract, respectively, the University shall:

- a. agree with student as to the reasons for the assignment of IP rights to the University;

¹⁰ The Rules of the Institution generally require, as a condition of enrolment, that the Institution reserves the right to retain the original or copy of any theses, and a license as described in Article 5.2.2. Reference should be made to the applicable Rules. Such retention does not affect any copyright or other IP right that may exist in such theses.

¹¹ That is, if the student is participating in a Research Project under a Research Contract between the Institution and an external entity or research sponsor.

¹² See also Article 3.4.2 of this Policy.

- b. obtain a deed of assignment from the Student for all IPRs emanating from the Student's Research Contract or Research Project, where relevant, in return for revenue sharing (if any) as provided for in Article 10; and

Note: if a Student elects not to assign the relevant IPRs to the University, the University shall withdraw the Student from the Research Project or Research Contract

- 5.2.6. **Bursaries/scholarships.** An external party that grants a bursary or scholarship to a student may elect to own the IP created by that Student in the course of his/her study at the Institution provided the Student and the Institution have consented to the assignment of IP ownership in writing and such consent is not contrary to any applicable local or national law.

- 5.2.7. **Student Owned IP.**

IPR Cell may, upon agreement, provide Commercialization services to Students for their IP.

- a. In this event, Students may be required to assign their IP to the Institution and will be afforded the same rights and obligations as Faculty Members/ Staff Members under this Policy.
- b. In the absence of an assignment of the IP to the Institution, the Students and IPR Cell may agree on the specific Commercialization services required. Such services may be
 - (i) at no cost to the student;
 - (ii) in exchange for an agreed fee being paid to the University
 - (iii) in exchange of sharing of Commercialization revenues accruing to the students

5.3. IP Created by Visitors

- 5.3.1. **University ownership.** Unless otherwise agreed to in writing by the University and the Visitor's home institution prior to the tenure at the University, Visitors are required to assign to the Institution any IP:
- a. created in the course and scope of their Appointment at the University;
 - b. created by making Substantial Use of the University's resources
 - c. In the same context, in case the visitor leaves while the work on IP creation is not completed, the University will retain to right to such work-in-progress. The visitor will have no authority to take along such unfinished work. They will mandatorily have to submit the IP notebook and any other related material.
 - d. Note: the provision of (c) also applies to other University members when they leave the University.
- 5.3.2. **University IP.** On departure from the University, a Visitor must sign and submit to IPR Cell an IP Disclosure form disclosing any IP created, as per Article 5.3.1, whilst at the University.

5.4. Special Rules for Course Materials

- 5.4.1. **University ownership.** The University will own the IP in Course Materials created by a Faculty Member, Staff Member or a Visitor, with the exclusion of Course Material that is created from or for Open Educational Resources, in accordance with Article 5.7.1.
- 5.4.2. **Licensed by the University.** The University may grant the Creators of Course Materials a royalty-free, non-exclusive license to use the Course Materials created by them for teaching and Research purposes at other Institution.
- With the expressed prior written permission of the University, such license may be utilized for commercial purposes outside the University.

5.5. Special Rules for Scholarly Works

- 5.5.1. **Publication.** The University recognizes and endorses the rights of Faculty Members, Staff Members, Researchers, Students and Visitors to publish their Scholarly Works, provided that any Scholarly Work which may disclose any potential University IP shall first be cleared by IPR Cell.
- 5.5.2. **Institutional repository.** Faculty Members, Staff Members, Researchers, Students and Visitors should endeavor to obtain publishers' permission to include published Scholarly Works in the Institutional repository [whether as a published edition or in pre-publication form].
- 5.5.3. **Licensed to the Institution.** Faculty Members, Staff Members, Researchers, Students¹³ and Visitors shall grant to the Institution a non-exclusive, royalty free license to use their Scholarly Works for the Institution's [administrative, promotional,] Research and teaching-learning purposes.

5.6. Moral Rights

- 5.6.1. **Recognition.** The University undertakes to respect and protect the moral rights which copyright law confers on Authors of copyrighted works.¹⁴
- 5.6.2. **Rights granted.** The University acknowledges that moral rights vest in Authors of copyright works irrespective of the copyright ownership thereof and include:¹⁵
- a. the right of attribution of authorship in respect of the copyright works;
 - b. the right not to have authorship of the copyright works falsely attributed; and

¹³ This obligation can be enforced against Students through a provision in the student registration form in terms of which the licence is granted to the Institution.

¹⁴ This article must be adapted in accordance with national law.

¹⁵The list of rights granted needs to be adapted to the moral rights recognized in national laws.

c. the right of integrity of authorship in respect of the copyright works.

5.6.3. **No waiver.** The University will not require Faculty Members, Staff Members, Researchers, Students and Visitors to waive their moral rights as a condition of employment, enrolment, Appointment or funding.

5.7. Public Domain

5.7.1. **Public Domain.** University's IP will be part of the Public Domain in the following circumstances:

- a. if a Research Contract provides that the Research results be placed into the Public Domain; or
- b. if Faculty Members, Staff Members, Researchers, Students or Visitors made use of OERs or resources licensed through Open Source or Creative Commons Licences¹⁶ and the licensing conditions require release of derivatives into the Public Domain.

5.7.2. **Release into the public domain.** The University will release IP into the Public Domain in the following circumstances:

- a. where it is deemed to be in the public interest;
- b. if the IP has low commercial or other development potential and low prospects of fostering the development of new products or services; or
- c. if deemed necessary by the University.

¹⁶ Creative Commons is a non-profit corporation dedicated to making it easier for people to share and build upon the work of others within the framework of national copyright laws. The Creative Commons suite of free copyright licenses provides a simple, standardized way to give users permission to share and use creative and scholarly work. Such licenses allow Creators to stipulate which rights they reserve, and which rights they waive for the benefit of others.

5.8. Special rules for use of generative artificial intelligence (Gen-AI)

The University will not be responsible for copyright/IP violations in instances where generative AI is used to generate content for publication, thesis, dissertation, or course material. The faculty members/students/researchers/staff will be held accountable for the AI authorship associated with Large Language Models (LLMs). Generative AI may be used responsibly and ethically, if at all, for fine-tuning, analyzing, or summarizing content, and the use of the same need to be disclosed [model's name, version, source, description, and usage]. The University, however, discourages the use of AI-generated text, videos or images or related content in scholarly contributions. The University fraternity is strongly discouraged from uploading sensitive and confidential documents into generative AI tools to prevent leakage of proprietary information. Generative AI tools may be allowed on the following grounds-

- a. checking spelling and Grammar;
- b. improving readability;
- c. checking plagiarism;
- d. conducting research on AI itself.

Article 6 : Publication, Non-disclosure & Trade Secrets

- 6.1. **Right of publication.** The University encourages and supports the right of Creators to decide if and when to publish their Research results, in accordance with Article 5.5 above.
- 6.2. **Non-disclosure for IP protection.** In conjunction with the right of publication, Creators should be aware that premature Public Disclosure

may result in loss of IP protection rights¹⁷. Therefore, they are strongly encouraged to make all reasonable efforts to identify any potential IP as early as possible, according to Article 8, and shall consult IPR Cell before making any Public Disclosure of potential IP

- 6.3. **Trade Secrets.** The University may designate certain confidential information as a Trade Secret, owned by the University. In that event, all Creators will be obligated to maintain secrecy of the Trade Secret and to follow the direction for management of the Trade Secret by IPR Cell. Such obligation will continue to hold good even after the University member gets dissociated with the University.

¹⁷ Patents provide protection for technical inventions but there are strict procedures and rules which must be followed. A patent cannot be granted if the invention has already been disclosed and so care must be taken to avoid premature disclosure before the patent application has been filed.

(i) **Publication/ Display** in Public Exhibition of Invention before Filing for Patent: Generally,¹an invention, if published or publicly displayed cannot be patented, as such publication or public display leads to lack of novelty.

(ii) **Inventions/ Innovations** that cannot be patented: Innovations/ Inventions falling under the category of Sections 3 and 4² of the Indian Patents Act, 1970 cannot be patented in India.

(iii) Acts that do not constitute copyright infringement: **Section 52 of the Indian Copyright Act, 1957**, specifically state certain acts as not being infringement of copyright. The “doctrine of public” envisaged under section 52 of the Indian copyright law allows certain use(s) of copyrighted works in special cases such as: private use for the purpose of education, research, critique, review, etc.

(iv) Attribution or Citation should be done wherever references have been sourced from other work(s): Copying or using any work from an already published or non-published work, whether digital or in physical form, should be rightly attributed and referenced to the original source. Unless allowed as “**fair dealing**”, copying should not be done without obtaining required permissions/ licences from the author/ creator. Remember, plagiarism is not only immoral, it is also illegal.

(v) Keep a **record of all legal** and related documents: All agreements which are to be entered into with co-creators/ inventors / third parties should be documented properly to establish the ownership of any IP created. Additionally, keep a record of all documents relating to the IP, since the expressed inception of the idea.

(vi) **Rain check regarding names/ brands** before choosing a trade mark: A prior public search for trademarks would prove beneficial before choosing a name or a brand name. This would aid in checking whether the same has been registered already as a trade mark.

1 Under certain circumstances, the Indian Patents Act, 1970, provides a grace period of 12 months for filing of patent application from the date of its publication in a journal or its public display in an exhibition organized by the Government or disclosure before any learned society or published by the applicant. The detailed conditions are provided under Chapter VI of the Patent Act (Sections 29 – 34).

2 Sections 3 and 4 of the Indian Patents Act, 1970, specifically state exclusions to what cannot be patented in India. They are:

Section 3 – What are not inventions

Section 4 – Inventions relating to atomic energy not patentable

Article 7 : Research Contracts

- 7.1. **Authority.** Staff Members, Students and Visitors (visiting professors & visiting researchers) shall not have the right to enter into a Research Contract with external parties on behalf of the Institution unless they are authorized to do so by an official representative of the Institution.
- 7.2. **Research Contract Policy.** All Research Contracts must be executed and performed in with approval from the competent authority or in compliance with the university's Research Contract Policy (if any).¹⁸
- 7.3. **Due diligence.** Persons acting for and on behalf of the Institution shall exercise all due diligence and consult IPR Cell when negotiating and signing contracts that may affect the university's IPRs.
- 7.4. **Ownership and rights to use.** Subject to any provisions in law to the contrary, ownership and rights to use shall be agreed upon with the external entity, in accordance with the guidelines set by the competent authority.
- 7.5. **Government rules.** Research Contracts shall comply with any applicable law and/or Government regulations and/or rules, which may be applicable to Research undertaken by the university, in particular, as far as it relates to the ownership of IP resulting from such Research. [The appropriate legal representative of the university will be consulted in this respect before signature of any Research Contract unless this responsibility has been delegated to IPR Cell by the university.]

¹⁸ In general, Research Contracts must be managed in terms of a specific research contract policy. Article 8 of the Template only deals with the IP ownership clauses and the possible options for contract, sponsorship or donor funding.

7.6. **Approval.**

- a. Proposed Research Contract and other legal statements concerning the Institution's IPRs shall comply with the provisions of this Policy. Any variance from this Policy must be approved by the head / coordinator of IPR cell.
- b. Before signing, the full copy of the proposed Research Contract and other legal statements concerning the Institution's IPRs shall be submitted to IPR Cell for advice and approval.

7.7. **Basic Principles.** The IP clauses in all Research Contracts shall be governed by the following basic principles:

7.7.1. **Concluded from the outset.** A Research Contract must be executed in writing and signed by the university and the external party(ies)/sponsor(s) prior to the commencement of any Research Project and, as appropriate and without limitation, must contain terms relating to ownership, management and use of IP arising from the Research Project as well as any Background IP.

7.7.2. **Background IP.** All university Background IP must be properly recorded and declared prior to the commencement of a Research Contract. These IPs belong to the Institution. Similarly, Background IP of the external party/sponsor, belong to such party or sponsor. Use of such Background IP requires express written permission from the owner.

Any background IP, owned by the University, which may not have been envisaged before the research contract finalization may be added to the research contact, subject to clearance from the IPR cell

7.7.3. **Foreground IP (IP arising from the Research Contract).** IP generated pursuant to a Research Contract by Staff Members, Students or Visitors shall be governed in terms of the above provisions relating to IP generated by these parties. The general rule is that such IP shall be owned by the

University. Prior to commencement of a research project, a contract must be signed by the university and external agencies (private or government organizations, funding institutes, etc.) and all terms and conditions of ownership, management and commercialization of IP should be mentioned as separate clauses under the contract.

7.7.4. Co-owned Foreground IP.

- a. **Terms for co-ownership.** Co-ownership of IP generated pursuant to a Research Contract shall be in accordance with national legislative provisions, failing which, as per the percentage of effort contributed towards creating the IP by the University and the external party(ies)/sponsor(s)].
- b. **Costs for protecting and maintaining co-owned IP.** The costs for protecting and maintaining any IPRs shall be shared between the Institution and the external party(ies)/sponsor(s) in accordance with the percentage of IP ownership.

7.7.5. Serendipitous IP¹⁹. Any IP created during the course of the Research Contract which falls outside of scope of the Research Contract shall be owned by the University or the external party(ies)/sponsor(s) which developed such IP, unless agreed contractually otherwise in the Research Contract.

7.7.6. Right of first refusal to the IP. The Research Contract may include provisions giving the external party(ies)/sponsors, a right of first refusal to Commercialize the IP emanating from the Research Contract, through a license or joint venture arrangement or assignment.

¹⁹Results are serendipitous when research that was originally funded for one purpose turns out to be useful for another purpose.

7.7.7. **Publication delay.** It is the strict policy of the University to allow Creators freedom to publish their work. However, the University acknowledges that delay in publication for the purpose of initiating statutory protection of the IP is often necessary. In this regard, the University will agree, on a case-by-case basis, to a contractual delay in publication by Creators. Such delay will not exceed [typically 90 calendar days] from the date IPR Cell is notified of the intent to publish, unless authorized otherwise by the Coordinator of the IPR Cell.

IPR Cell, if so required, may mandate and also facilitate the signing of a non-disclosure agreement by the journal appointed peer reviewers, such that review of the article for publication can proceed while the necessary procedures are being followed for IP protection.

The IPR cell of the university needs to be informed via IP disclosure form about the potential IP, and any possible due dates of filing for the protection. The university IPR Cell can make provisions for filing a fast-paced IP in order to reduce the delay in publication. A non-disclosure agreement might be required from the creator and journal side in such cases when the IP filing procedure starts.

7.7.8. **Use of the IP for Research and teaching.** In instances, where the University IP is licensed exclusively or assigned as part of the Research Contract, all efforts should be made to secure a royalty-free license for use of the IP for on-going Research and teaching purposes of the University.

7.8. **Exceptions to the Policy.** In certain cases, it may be necessary and/or beneficial to the University to enter into a Research Contract that contains exceptions to the provisions of this Policy. Any such exceptions require prior, written approval from the IPR Cell Head / Coordinator/Director.

Article 8 : Determinations By the IPR Cell

8.1. Responsibility to Disclose IP

- 8.1.1. **Recording.** Creators shall keep appropriate records of their Research in accordance with the University's applicable policy procedures and make reasonable efforts to ensure that only those individuals within the Institution who have a need to have access to such records for the performance of their duties are granted such access. Creators will also ensure to execute a non-disclosure agreement with the University.
- 8.1.2. **IP Disclosure.** Where a Creator identifies potential IP resulting from his/her Research [or that of his/her team], he/she shall disclose such potential IP to IPR Cell promptly by means of an IP Disclosure Form. IP generated in the University (any Department/School/Center) cannot be filed at any cost for its protection from any other university/any institutions from India or abroad.
- 8.1.3. **Complete disclosure.** Creators must provide to IPR Cell such full, complete and accurate information as IPR Cell may reasonably require enabling it to sufficiently assess the technical and related features and functions, ownership, commercial potential, IP protection, and background IP usage that might be applicable to such IP. Upon complete disclosure, the IP Disclosure will be registered and assigned a reference number and IPR Cell will share this reference number with the Creators to signify that the IP Disclosure has been formally received by the Institution.
- 8.1.4. **[Optional Clause – Disclosure Clause for IP related to GRs and/or TK].** When potential IP has been developed using GRs and/or TK, the IPR Cell [shall/could] require its Creators to disclose relevant information, in accordance with national legislation (Biodiversity Act, 2002 , The Protection of Plant Varieties and Farmers' Rights Act, 2001 (PPV&FR Act) , Seeds Act and other relevant acts along with their amendments from time to time.

8.2. Creatorship and Ownership

- 8.2.1. **Creatorship.** Creators shall, upon request, sign the appropriate legal documents provided by IPR Cell that attest to creatorship. Where there is more than one Creator, and there is a dispute as to the contribution to creatorship, IPR Cell shall in consultation with the Creators, assist in the determination of the percentage IP creatorship, failing which it shall be assumed that there was an equal undivided contribution.
- 8.2.2 **Ownership.** Once creatorship has been determined, the Creators shall be required to formally assign any right, title or interest they may have in that IP to the Institution in the form of a contract that specifies the rights that will accrue to the Creator(s) and the Institution and the obligations they will have to assist the Institution with the Commercialization of that IP. Article 9.3 will apply.

8.3. Determination as to IP Protection and Commercialization

- 8.3.1. **Evaluation and recommendation.** IPR Cell will analyze the information disclosed in the IP Disclosure within a period [usually three weeks] of formal receipt. The analysis will include: a preliminary analysis as to whether or not the subject matter is protectable as IP; an assessment of economic viability or marketability; and determination of any rights of external parties, such as a funder or collaborator. After evaluation, IPR Cell will prepare a preliminary report with findings that enable the University to decide if it will proceed with IP protection and Commercialization. IPR Cell shall share the preliminary report with the Creator(s).
- 8.3.2. **Decision to protect/Commercialize.** The Institution will decide, as soon as reasonably practicable, whether or not it wishes to protect and/or Commercialize the IP. IPR Cell will use all reasonable efforts to facilitate the University's decision making within 30 days of completion of the evaluation.

IPR Cell will also decide in relation to the validity of any claim made by a Staff Member, a Visitor or a Student that they are the true Creator(s) of that IP and in relation to their rights under this Policy.

The University's decision in this regard will be binding on every parties involved

8.3.3. **Institution's obligation to notify Creators of its decision.** Within no more than a specified period [usually 21 days of the decision] IPR Cell will notify the Creator(s) of the decision of whether the Institution will or will not pursue IP protection and Commercialization of their IP Disclosure.

8.4. **Institution Elects not to Protect /Commercialize the IP**

8.4.1. **IP abandoned or not commercialized.** The Institution reserves the right not to protect or Commercialize IP that it owns if after consultation with the Creators:

- a. there is no reasonable prospect of commercial success;
- b. it is not deemed to be in the best interest of the Institution; or
- c. it is not deemed to be in the public interest.

8.4.2 The content of the disclosures that are not selected for protection will go to the University knowledge repository and will be available to all university members and to the public. The creator will not use the same disclosure to apply for protection through any other channel.

Note: In case a creator so requests, the University will conduct a second round of evaluation and decision making at the earliest

8.4.5. **Assignment.** If the Creator elects to takeover assignment of the IP, the University shall ensure that a deed of assignment is executed, in accordance with section 8.4.6 and any other relevant laws valid from time to time.

8.4.6. **Terms and conditions.** If the Institution assigns IPRs to the Creator in terms of this Article 8.4.5, the assignment may be subject to one or more of the following terms and conditions:

- a. that upon Commercialization, the Institution be compensated for any expenditure it may have incurred in connection with the protection and/or Commercialization of such IP; and/or
- b. that the Institution be granted a non-exclusive, royalty-free licence to use the IP for Research and teaching purposes.

Note: The ownership, assignment etc will be different across IPs (eg Patent, Industrial Design, IC layout design etc AND copyright).

The patents, computer s/w etc that the University decides against protecting will go to the university repository, whereas the copyright of books and other publications may be assigned back to the authors in exchange of a royalty-free license.

Article 9 : Commercialization of IP

- 9.1. **Determination of the Commercialization Strategy.** Within a period [usually 3-6 months after the actual filing for the IP protection], the University will determine, with input from the Creators, the most appropriate Commercialization strategy.
- 9.2. **Assistance to IPR Cell.** Creators of IP which has been selected for IP protection and Commercialization by the University must provide IPR Cell with all reasonable support in the assessment, protection (including preventing premature disclosure and execution of any documents including deeds of assignment and deeds attesting to creatorship), and Commercialization of the IP.

The University will bear the full cost of filing for protection and any subsequent litigation. In case of co-ownership, such cost will be divided

among the owners in the same proportion of ownership. The mechanism of bearing the cost of filing till closure of prosecution, will be implemented on reimbursement model basis, as explained in the following paragraph

Reimbursement model:

The application phase will be divided into two phases:

Phase (1) Filing: Approval (to file) till actual filing and

Phase (2) Prosecution (i.e. filing till grant or final decision by the statutory authorities)

The expense for Phases (1) & (2) will include both statutory fees and IPR consultant/attorney fees. These phases (1) & (2) will be executed using University resources only and by the University. The creator or other stakeholders will not involve any other entity to execute the above.

During execution of each of the phases, the expenses will be borne equally by the University (50%) and creators (50%). Once the respective phase is complete, the IPR cell will formally notify the same. Post notification, the University will reimburse the creator(s) the expenses incurred by them in that phase.

This reimbursement model is as an incentive to the creator(s), both in terms of application for patents and to complete it till the end of prosecution. The creator(s), in return, will be responsible to provide full cooperation during any pre or post-grant opposition phase.

Note: The exact modalities of initial contribution by the creators and subsequent reimbursement will be as per University's rules

- 9.3. **Sovereignty and Cooperation.** The University shall have the sole discretion regarding the Commercialization of IP owned by it. Notwithstanding, the University will ensure that reasonable efforts are made to keep the Creators informed and, where appropriate, involved in the Commercialization of the

IP to which they contributed. The Commercialization of University IP will be planned, executed, and monitored by IPR Cell. In case of co-ownership, the commercialization decision will be taken jointly in line with the National law.

9.4. **Commercialization Pathways.** Modes of IP Commercialization may include:

- a. license, either exclusive or non-exclusive, and variations thereof [Preference for licensing to small and medium sized companies or businesses];
- b. assignment (sale)
- c. formation of a Commercialization Entity to which the IP is licensed or assigned in terms of this Policy;
- d. non-profit use or donation;
- e. joint ventures;
- f. royalty free access on humanitarian or other grounds; or
- g. various combinations of the above.

9.5. **Guidelines.** Regardless of the mode of IP Commercialization, the transaction will be executed in a contract which:

- a. protects the interests of the University as its first priority, its Faculty members, Staff Members, Researchers, Students and Visitors;
- b. retains rights for the University to use the IP for own educational and research purposes;
- c. assures that the IP will be utilized in a manner which will serve the public good;
- d. assures that the IP will be developed and brought to the marketplace as useful goods and services; and

- e. prohibits the “shelving” or “mothballing”²⁰ of the IP or its use in any illegal or unethical manner.
- 9.6. The University will endeavor to Commercialize IP in a manner that enhances local, regional, and national economic development.
- 9.7. The University will endeavor to Commercialize IP in a manner that encourages and fosters entrepreneurship by Staff Members and others and which supports Commercialization Entities.
- 9.8. Renewal: The IPR cell, will, from time-to-time review the currency and relevance of the IP and will accordingly decide the renewal of the same. The university may consult the creator while such decision making. The decision of the IPR cell will be binding on everyone in this context. The cost of renewal will be borne by the University in accordance with the ownership percentage

Article 10 : Incentives and Distribution of Revenues

10.1. The Institution’s Incentive Structure

- 10.1.1. **Purpose and scope.** The Institution, in the interest of promoting knowledge transfer, will give due consideration to incentives to researchers to foster Research that has socio-economic impact; such incentives may be financial or non-financial. A Creator/Enabler may receive incentives from each IP they created/enabled which is Commercialized.

²⁰ Shelving or mothballing of academic IP refers to IP and invention disclosure bundles that remain unexplored, unlicensed or unused.

10.2. Sharing of Revenues

10.2.1. **General.** The University, in line with the minimum requirements set out as SOP, will award Creators/Enablers (including university and other institution if any) in the sharing of monetary benefits that may accrue to the University from the Commercialization of University IP assets.

10.2.2. **Calculation of revenues for distribution.** Calculation of Gross IP Revenue, IP Expenses, and Net IP Revenue shall be in accordance with the following rules:²¹

10.2.2.1. **Calculation of Gross IP Revenue.** “Gross IP Revenue” is defined in Article 2 as *“all revenue received by the Institution for Commercialization of Institutional IP before any cost recovery or deductions for IP Expenses”* and includes, but is not limited to, outright sale of IP, option payments received, licence fees received, evaluation fees received, upfront and milestone payments received, royalty payments received, share of profits received, dividends received, commissions, income through disposal of equity, and direct sale of products or services.

10.2.2.2. **IP Expenses.** “IP Expenses” is defined in Article 2 as *“all expenses incurred by the University in the management of IP for which Gross IP Revenue has been received”* and includes, but is not limited to, those expenses that relate to (i) the Institution’s expenses incurred by payment to external entities for securing, maintaining and

²¹Article 10.2 needs to be adapted to applicable national laws which may contain mandatory rules for the calculation of the Gross and Net IP Revenues and/or for the sharing of benefits. The national laws may set minimum requirements but this does not stop the Institution from being more generous, for example if the national laws require 20% of the Gross IP Revenues to be distributed, an Institution can legally provide for 25% of the Gross IP Revenues to be distributed.

enforcing IP protection, such as patenting and litigation expenses; (ii) costs incurred by the University in the licensing/assignment of IP, including marketing costs, contract negotiation and drafting costs; and (iii) costs in making, shipping or otherwise distributing products, processes or services that embody the particular IP, but not including staff time or general administrative costs. The Creator and the University will split the IP expenses 50:50 (i.e., 50 % of IP expenses will be borne by the Creator and 50% of IP expenses will be borne by the University) (refer section 9.2).

10.2.2.3. Calculation of Net IP Revenue. IPR Cell shall maintain and transparent documentation of IP Expenses incurred for a particular IP and shall be entitled to cover all IP Expenses the University has incurred, as set out in 10.2.2.2 above. The “Net IP Revenue” is calculated as the Gross IP Revenue less IP Expenses.

10.2.2.4. Co-owned IP. Where the IP is co-owned by the University and an outside organization, the Gross IP Revenue received by the Institution will be shared in accordance with a pre-determined formula as per a contractual arrangement. Thereafter, the Gross IP Revenue received by the Institution and the Net IP Revenue will be determined, and revenues will be shared in accordance with section 10.2.3.1 and 10.2.3.2 below.

10.2.3. Sharing of revenues – Creators/University

10.2.3.1. Standard Creator’s share.

50% of the Net IP Revenue will be allocated to the Creator. Where there is more than one Creator, the Creators are entitled to an equal or *pro rata* share, based on contribution, except where there is a prior written agreement between all the Creators to the contrary.

10.2.3.2. **Standard University's share.**

The University may elect to set aside 50% of the Net IP Revenue as an Enabler.

Disputes. In the event of a dispute or uncertainty regarding the Creators'/Enablers' share of the Gross or Net IP Revenue from a specific IP, the issue shall be brought for resolution to the IPR Cell. The IPR Cell's decision will be binding on everyone.

10.2.3.3. **Payment.** Payment to the Creators/Enablers other than University will be made by the University on a periodic basis as agreed in writing, but no later than [typically Six] months after receipt of the Gross IP Revenue and approval of the computed Net IP revenue by the University.

10.2.3.4. **Taxes.** Payments made as per 10.2.3.4 are subject to tax²². The Institution may, if so, obliged by national tax laws, make any applicable tax deductions before making payments to the Creators/Enablers other than University.

10.2.3.5. **Entitlement.** Creators/Enablers and their heirs will be entitled to IP revenue sharing for as long as the Institution receives Gross IP Revenues from Commercialization of the University IP. [The entitlement to a Creator's/Enabler's share of Gross or Net IP Revenue shall survive any resignation/termination of employment].

10.2.3.6. **Banking details.** The onus is upon each Creator/Enabler to ensure that the University has their current banking details for the

²² National law tax provisions should be consulted.

purpose of revenue sharing. The Institution will keep the relevant IP revenue amounts in reserve for a maximum period of 3 (three) years after which all rights of Creators/Enablers other than University to receive such payments will be forfeited. If the Institution pays an amount into an incorrect account as a result of information supplied to it being outdated or incorrect, the University will not have any further obligation or liability in respect of such payment, which will be deemed to have been duly and properly made.

10.2.4. Sharing of revenues – University. The University's share of Net IP Revenue is distributed internally as follows:

<p>[50]% for further Research; [20]% to IPR Cell Development; [10]% for further IP prosecution and maintenance costs; and [20]% to institutional overheads.</p>

10.3. Other Incentives

10.3.1. General. As a default position, the University will refrain from accepting non-monetary benefits for the Commercialization of its IP or from offering incentives other than revenue sharing, unless they are in addition to the revenue sharing as per 10.2.3.1 and 10.2.3.2, as appropriate. The University will thus give consideration, on a case-by-case basis, to the provision of other incentives, where monetary benefits (revenues) are not available or where the Creator/Enabler elects to choose other benefits *in lieu of* revenue sharing, which may only be realized in due course. Other incentives will include, but are not limited to, the incentives described in Article 10.3.2. – 10.3.4.

10.3.2. Growth, development, and acknowledgement. A framework for growth and development of the Creator/Enabler in their professional and personal capacity shall be developed including (i) recognition of IP generation and Commercialization performance in appraisal procedures; and (ii) opportunities for enterprise development or capacity development through, for example, specific training opportunities, sabbaticals, and local and international exchanges in their relevant Research field or in the field of IP management and knowledge transfer.

10.3.3. Research funds. The University will actively, through its IPR Cell, promote, source and/or facilitate collaborative arrangements with industry partners to secure funding for further Research for the Creators/Enablers.

10.3.4. Creator/Enabler receiving shares in a Commercialization Entity or other licensee.

10.3.4.1. In the case where a Creator/Enabler other than University is granted equity in a Commercialization Entity that licenses the University IP which the Creator/Enabler has created,²³ such Creator's/Enabler's portion in the standard revenue sharing formula of Article 10.2.3.1 or 10.2.3.2 will be unaffected. All other Creators/Enablers will be rewarded in accordance with the formula in Article 10.2.3.1 and 10.2.3.2.

10.3.4.2. Where the University receives shares in a licensee company, which company may be a Commercialization Entity, as consideration for an IP license, the University will take steps such

²³The institutional policy regulating Conflict of Interests must be consulted to assess additional measures that should be put in place especially when the researcher outsources research to the spin-off or start-up company, in which the researcher has a material interest.

that the Creators/Enablers will be issued their licensee company shares in the revenue sharing proportions, at the time the shares are issued to the University by the licensee.

10.3.4.3. Notwithstanding the benefit sharing in respect of shares in terms of this Article 10.3.4, the Creators/Enablers other than University will still be entitled to their share of any other revenues under the IP license.

10.4. Contact Details

10.4.1. **Contact details.** The onus is upon each Creator/Enabler to ensure that the Institution is in receipt of their current address details for the purpose of revenue sharing. Unless contrary to law, should the University be unable to locate the Creators/Enablers through reasonable efforts, in order to effect payment of the revenue share amount, and a period of three years has passed since an initial attempt, then the portion owed to that Creator/Enabler or his/her heirs will be paid to the University's central fund to be used to support Research and innovation activities.

ARTICLE 11 : IP Portfolio Maintenance

11.1. **Recording and monitoring.** IPR Cell shall maintain records of the University's IP in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance or annuity fees of protected IP, and shall, within a reasonable time, inform the person or department designated to make such payments.

11.2. **Accounting.** IPR Cell shall maintain income/expense accounting records on each IP so that revenue sharing allocations can be calculated.

ARTICLE 12 : TRADITIONAL KNOWLEDGE AND GENETIC RESOURCES

- 12.1. When Research is conducted at the Institution using TK and/or GRs, provisions of national legislation must be observed,²⁴ which provisions may include prior informed consent (PIC), and access and benefit-sharing (ABS), and the need to obtain any relevant permits.
- 12.2. The Institution shall formulate procedures and mechanisms for access to GRs/TK in order to comply with national legislation.
- 12.3. The University shall make provision in all Research Contracts concluded for the protection of any IP which may arise from the use of TK and/or GRs.

ARTICLE 13 : CONFLICTS OF INTEREST AND CONFLICTS OF COMMITMENT

- 13.1. **Commitment to the University.** Staff Members' and Visitors' primary commitment of time and intellectual contributions should be to the education, research and academic programs of the University.
- 13.2. **Best Interests of the University.** Staff Members and Visitors have a primary professional obligation to act in the best interests of the University; they should avoid situations where external interests could significantly and negatively affect their work ethic and research integrity.

²⁴ For instance, when a member of the Institution needs to access and use GRs for the purpose of the research or when it is envisaged to share samples of GRs with partners from other countries, the Institution shall abide by the national laws in place.

- 13.3. **Agreements with External Parties.** It is the responsibility of all Staff Members and Visitors to ensure that their agreements with external parties do not conflict with their duties and responsibilities in terms of this Policy. This provision shall apply in particular to private consultancy and other research service agreements concluded with external parties. Each individual should make his/her duties and responsibilities clear to those with whom such agreements may be made and should ensure that they are provided with a copy of this Policy.
- 13.4. **Disclosure of External Activities and Financial Interests** Staff Members and Visitors shall promptly report all potential and existing Conflict of Interest (COI) or Conflict of Commitment (COC) to the appropriate University authority, in compliance with applicable COI/COC policies. The authority will be responsible for resolving the conflict or reaching a solution satisfactory to all parties concerned.
- 13.5. **Policy.** The University will develop a separate and comprehensive policy on COI, in order to increase the awareness of Staff Members and Visitors about COI and COC; outline requirements for disclosure of COI and COC; and establish procedures to identify them, avoid or properly manage such conflicts.

ARTICLE 14 : DISPUTE

- 14.1. **Violation:** Breach of the provisions of this Policy shall be dealt with under the normal procedures of the Institution, and in accordance with the relevant provisions of laws and regulations in force.
- 14.2. **Dispute Resolution.**
- 14.2.1. Any internal disputes or questions of interpretation arising under this Policy must in the first instance be referred to IPR Cell for consideration and mediation by the IPR Cell.

14.2.2. If the matter cannot be resolved by the IPR Cell within a specified period [two months], then the dispute or question of interpretation must be referred to the Senior Responsible Officer, as designated by VC, for mediation.

14.2.3. The Senior Responsible Officer may at their sole discretion refer the matter to University's Executive Committee and/or an independent committee for arbitration as final arbiter of any disputed issues or for final determination.

14.3. **Appeal.** Individuals covered by this Policy shall have the right to appeal the application of any aspect of this Policy to the IPR Cell.

ARTICLE 15 : AMENDMENT

15.1. **Revision.** This Policy may be amended at any time by a decision of the IPR Cell as and when required basis. In this case:

- a. all IP disclosed on or after the effective date of such amendment shall be governed by the Policy as amended; and
- b. all IP disclosed *prior* to the effective date of the amendment shall be governed by the Policy prior to such amendment, provided that the provisions of the Policy (as amended) shall apply to all IP licensed or otherwise Commercialized on or after the effective date of any such amendment regardless of when the IP is disclosed.

[End of document]

Annexure I – Invention Disclosure Form (IDF)

IPR Cell, University of Calcutta

Invention Disclosure Form (IDF)

1. **Title**
2. **Potential Licensees/Details of inventors** (Full name, Contact, Email ID, Affiliation, Estimated intellectual contribution to the invention in percentage)
3. **Abstract of Invention Disclosure** (within 250 words)
4. **Essence/Crux of Invention** (50 words)
5. **Utility/Significance of the invention** (100 words; description of where it will be used)
6. **Key words** (5-10; to be used for prior art search)
7. **Background/Introduction** (similar to background studies or literature review or introduction of technical research papers; 250 words)
8. **Problem statement** (within 100 words. Description of what problem this invention can solve. Problems found with existing technology or processes can be discussed)
9. **Novelty** (50-100 words)
10. **Inventive Step** (100 words)
11. **Detailed description of invention** (figures and tables can be added along with legends)
12. **Discussion/Conclusion**
13. **Competitive Advantage** (Describe the competitor technologies, processes or services with links to the related companies' products or service web pages. Include what are the advantages of the current invention over competitor approaches)

14. **Technology Readiness Level of the invention** (Idea, Early stage, Discovery, Proof-of-Concept, Prototype or Industry use)
15. **Utility and Market Potential** (immediate and future)
16. **Prior Art / References** (previous reports/manuscripts/online citations/state-of-the-art/patents)
17. **Deadlines/Due dates**
18. **Disclosure statement** (provide details if invention has been disclosed to anyone outside the institute, has been published/presented/submitted at conference proceedings/journals/thesis/online portals, is part of government/non-government funding and is part of collaboration with other institutions).

Signature of Inventors with Date

Annexure II - Copyright Policy of the University of Calcutta

1. Preamble

The University of Calcutta is dedicated to the creation, preservation, and dissemination of knowledge and ideas for the advancement of learning and promotion of scholarship through research, teaching, and service. The university is committed to creating knowledge and ideas for the improvement of the human condition, to preparing students to meet the needs of a changing society, and to advancing the wellbeing of our communities, state, nation, and world. The Indian Copyright Act, 1957 and its amendments from time to time provide the premise in establishing this copyright policy, University of Calcutta seeks to create a creative ecosystem in which its members will realize this worthy purpose.

2. Policy Principles

a) The use of material created by others is central to the functions of the University as a public teaching, learning and research institution. The University supports and encourages the legitimate use of copyrighted materials to enhance the teaching, learning and research activities of the University.

b) The University does not condone any use of copyrighted materials in breach of copyright laws, and expects all staff, students and other University community members to comply with copyright laws and all legal restrictions and obligations regarding the use of copyrighted material.

c) Breaches of copyright law by members of the University community will be treated seriously as the risks that could flow to the University as a result of non-compliance with copyright are severe.

d) The use of digital and online media in teaching is encouraged and supported, as it enhances and streamlines the University's teaching

functions. However, the University provides central coordination and management of the digitization and posting of copyrighted material through the Digital Resources Management Centre, so that the more complicated challenges and risks presented by online and digital media in terms of copyright compliance can be better managed.

3. Definitions

Classroom: This is any physical or virtual environment where access is normally restricted to class members or those granted access by the instructor. Certain exceptions to copyright legislation apply in the classroom.

Faculty Members: As defined in the IP Policy of the University of Calcutta.

Librarians: All those individuals receiving a letter of appointment from the appropriate authority of the university or that individuals to a professional librarian position, with or without compensation from the university, and whether full-time, research, part-time, visiting, or other status.

Project Staff: As defined in the IP Policy of the University of Calcutta.

Staff Members: As defined in the IP Policy of the University of Calcutta.

Students: As defined in the IP Policy of the University of Calcutta.

Research Scholars/ Researchers: As defined in the IP Policy of the University of Calcutta.

Sponsored Research: Refers to research activities or other work performed by Faculty, Librarians, Staff or Students under sponsorship from any agency

Sponsored: Party or parties external to the university, pursuant to an agreement between such agency or party and the university, which research activity or other work may result in the creation of copyrightable works.

Substantial Use: As defined in the IP Policy of the University of Calcutta.

Work Made for Hire: A work prepared by a Staff member or Student employed at the university within the scope of employment; or a specially commissioned work created by a Faculty member or Librarian within the scope of employment, as set forth in a specific written agreement between the Faculty member or Librarian and the university.

Transactional License: It is expressed permission for a specific use that has been secured from the copyright holder. Please keep a record of your permissions. *Please be aware that without permission, you will not be able to post or distribute the material.*

Fair Dealing: This is an exception to the *Copyright Act*, which permits the use of less than substantial passages and quotations from material protected by copyright for the purpose of private study, research, criticism, education, parody, satire, review and/or newspaper reporting (as per the Indian Copyright Act 1957;Section 52)

Public Domain: Works are those for which the term of copyright has expired. Generally, works enter the public domain in India 60 years following the end of the year in which the work's creator died.

Open Access: Is a movement in the distribution of scholarly material that requires works to be shared freely. "Free" means free of most copyright and licensing restrictions, yet are fully compatible with peer-review, copyright, profit and preservation

Creative Commons: Copyright licenses and tools offer a balance inside the traditional "all rights reserved" setting that copyright law creates. It gives creators a simple, standardized way to grant copyright permissions to their creative work and provides users with clear, understandable instructions on how materials can be used.

University premises: Include any location, physical or virtual, where (and when) the University of Calcutta instruction is delivered. University policies and practices govern behavior on University premises.

4. Category of Works and Rights

Category I: individual works, the copyright of which will normally belong to the faculty, librarians, staff or students or research scholars of the university

Scholarly Works

a) The university makes no claim of ownership of copyright in works of authorship created by members of the university community, unless such works qualify as "Works Made for Hire" clause under Section 17 of the Indian Copyright Act determines who may be regarded as the 'first owner' of a copyrighted work or involve "Substantial Use" of university resources as defined above, or unless such works are created within the scope of a Sponsored Project under an agreement which provides for ownership of copyright by the university or a third party, in which case the Sponsored Project agreement shall take precedence. Sponsored Research, without a specific agreement in contrary to that, shall be considered scholarly work and the copyright in such works shall belong to the author(s), not to the university.

b) The university strongly encourages Faculty and Librarians who assign their copyright in scholarly publications to outside publishers to retain the royalty-free rights of reproduction and instructional use for themselves and for the university. Upon request, university administrators and legal expert will aid relating to assignment agreements and such retention-of-rights clauses.

Textbooks and Instructional Materials.

The university makes no claim of ownership of copyright in textbooks or other published instructional materials, including computer assisted and multimedia materials, unless said materials have been made with Substantial Use of university resources or qualify as Works Made for Hire as defined above.

Theses and Dissertations

Copyright ownership in a thesis or dissertation prepared by a Student toward degree requirements shall remain with the Student as primary author and Supervisors as secondary and subsequent authors based on their degree of supervisions, provided that, unless otherwise agreed in writing, by submitting the work for credit or degree requirements, the Student shall automatically be deemed to have granted a non-exclusive, worldwide, royalty-free license to the university (i) to make available for viewing to the university community through electronic or other means the entire thesis or dissertation; (ii) to make available to the broader public a limited number of copies of such thesis or dissertation, for which the university will make reasonable efforts not to reproduce and distribute in excess of ten copies per year of each such thesis or dissertation; and, (iii) to make a summary or abstract available to the university community and the public by electronic means without limitation on quantity of access or copying.

Faculty and Librarians may make Substantial Use of university resources in creating copyrightable works within the scope of their job duties, with any usual or necessary approvals relating to the resource usage. Staff and Students, and Faculty and Librarians intending to work outside the scope of their university duties, shall not make Substantial Use of university resources to create copyrightable works without advance permission from, and an appropriate written agreement signed by, the relevant Vice President or designee. Failure to obtain such approval shall cause any copyrightable work

created to be treated as Works Made with "Substantial Use" of University Resources. Ownership of copyright in materials created by Faculty, Librarians, Staff or Students with "Substantial Use" of university resources shall be transferred by the author(s) to the, unless the university agrees, in writing, to waive or alter its rights. Notwithstanding the foregoing sentence, a transfer of copyright ownership by a faculty author to the university shall not be required if a work has been created with "Substantial Use" of university resources in accordance with the request or direction of the university, unless the faculty author and the university have entered into a specific written agreement governing copyright ownership with respect to the work.

Category II: Shared Rights

Prior Approval.

Faculty and Librarians may make Substantial Use of university resources in creating copyrightable works within the scope of their job duties, with any usual or necessary approvals relating to the resource usage. Staff and Students or Scholars, and Faculty and Librarians intending to work outside the scope of their university duties, shall not make Substantial Use of university resources to create copyrightable works without advance permission from, and an appropriate written agreement signed by, the appropriate authority. Failure to obtain such approval shall cause any copyrightable work created to be treated pursuant to breach of contract.

Transfer of Rights to University.

Where a work subject to copyright is created with Substantial Use of university resources as provided above, unless otherwise agreed in writing, each Faculty member, Librarian, Staff, Researchers and Student author of such work shall execute an irrevocable written transfer, assignment or license to the university, in a form approved by the university, which

provides for the following, unless otherwise disclosed by the Faculty member, Librarian, Staff or Student and, where relevant, agreed to by the university: a) That the author transfers all right, title and interest in and to the copyright to the university; b) that the work is an original work created by the author, that there are no known joint authors (or that any joint authors are or have been identified in writing to the university), and that the rights in such work have not been transferred, licensed or assigned to any other entity; c) that any pre-existing materials, whether copyrighted or in the public domain, reflected in the subject work, are or have been identified in writing to the university; d) that the author shall not distribute any copies of the work without the university's permission and that any copies of the work distributed by or with the authority of the author shall bear an appropriate copyright notice, and notice of the university's interest therein; and e) that the author shall execute any further documents, and provide any information as appropriate

Category III

Works Made with "Substantial Use" of University Resources.

Ownership of copyright in materials created by Faculty, Librarians, Staff or Students or Research Scholars with "Substantial Use" of university resources shall be transferred by the author(s) to the university in accordance with policy for prior approval, unless the university agrees, in writing, to waive or alter its rights.

5. Copyright Administration

5.1. Disclosure of Category II and Category III Copyrightable Materials

Whenever any Student or Research Scholars or Faculty member or Staff member intends to create a copyrightable work that is outside the scope of the academic program or employment of a Student or Staff member and that may involve

Substantial Use of university resources, that person shall disclose such intent to the IPR Cell of the university, in the form and manner approved by the university, to obtain in advance a tentative decision of the relevant official on whether the work will be a Work Made for Hire or will involve Substantial Use of university resources.

In addition, if at any time a Student or Research Scholars, Staff member, Faculty member or Librarian creates a copyrightable work that is a Work Made for Hire or involves Substantial Use of university resources shall make a disclosure to and seek a decision from the appropriate official on whether creation of the work was Work Made for Hire or involved Substantial Use of university resources. Failure to comply with this Section may result in the forfeiture of the individual's rights

5.2. Registration, Deposit, Disposition and Protection of Copyright

Registration, deposit, disposition, and protection of all copyrights owned by the university or in which the university has rights hereunder shall be accomplished in accordance with the university's directions, unless the university elects in writing to waive such rights with respect to any work and to transfer such rights to the author.

5.3. Copyright Administrator or Copyright Officer

A Collegium consists of all Head of the Departments (HODs) headed by anyone in any faculty (selected for the purpose) with substantial knowledge on Copyright and relevant issues or any other dignitary with comparable status shall be the Copyright Administrator or Copyright Officer for the university and will function in consultation with the Director, IPR Cell of the University of Calcutta. The Copyright Administrator shall ensure that the university's Copyright Policy is enforced and will supervise the preparation of copyright registrations and deposits for Category II and Category III copyrightable works, maintain records,

and provide advice to Faculty, Librarians, Staff and Students or Research Scholars on copyrights and application of this policy.

5.4. Advisory Council

The Advisory Council on Research in consultation with the Director, IPR Cell of the University of Calcutta (which will include faculty representatives designated by the Faculty) will serve to assist the Copyright Administrator in the negotiation of copyright matters, the evaluation of ownership and the disposition of royalty income, primarily through its subcommittee.

5.5. Periodic Review

The university administration and the Faculty shall review this policy regularly and, following such review, shall jointly determine whether modifications to the policy are necessary or desirable to best serve the interests of the university and its Faculty and Librarians, Staff, and Students or Research Scholars. Proposed amendments that result from such review and joint determination shall be presented to the University Council or Syndicate or the highest decision making authority of the university as applicable for final approval.

6. Commercialization

It is the mission of the university as a public institution to further education and research. University's resources are to be used solely for university purposes and not for personal nor for any other non-university purposes. Any commercialization of intellectual property should be consistent with these overriding purposes.

Before commercializing any work to which it owns the copyright, the university shall consult with the principal creator. Where there are commercial opportunities for a copyrightable work in which the university may have an ownership interest, the creator shall promptly disclose the work to the

university. In cases of commercialization where direct competition with the university might exist, the creator shall consult with his or her dean prior to commercializing a work to which he/she owns the copyright. When the creator owns the copyright, he/she is encouraged to provide the university with the first opportunity to commercialize a work.

If the creator/copyright owner commercializes a work, the creator/copyright owner shall endeavor to retain for the university a non-exclusive, non-transferable royalty-free right to use the work within the university for educational, research, and public service purposes.

In cases where the university commercializes a work, any revenue sharing with the faculty creator shall be determined by a negotiated written agreement.

7. Statement of Responsibilities

7.1. The University has a responsibility to take reasonable steps to:

- (i) provide information and guidelines to employees, students, controlled entities and individuals associated with the University addressing their copyright rights and responsibilities;
- (ii) develop, implement and support systems and processes that facilitate copyright compliance;
- (iii) ensure there are financial, structural and administrative procedures in place to meet its obligations under copyright legislation, and review and revise these as required;
- (iv) monitor external developments in relation to copyright, especially copyright legislation, to revise and update University policies, practices and documentation to adequately reflect changes, and to raise awareness of any developments as appropriate;

(v) ensure the University's corporate publications and information services, policies and facilities meet the requirements of the Copyright Act and are reviewed and revised periodically and as required;

(vi) respond appropriately to any alleged breaches of the Copyright Act brought to the attention of authorised officers of the University or of which officers become aware.

7.2. Specific copyright obligations

Responsibility: All teaching staff and their support staff; Course coordinators

a) Teaching staff or other persons involved in the production, reproduction or delivery of teaching materials must be familiar with and meet their obligations as detailed in the Copyright Guidelines, including the proper labelling of educational material.

b) Course coordinators have a responsibility to ensure copyright compliance of all material supplied to students enrolled in their courses, and to ensure that content posted on the University Website for the courses for which they are responsible is properly managed and complies with this Policy.

c) When copyrighted materials or digital copies of broadcasts are to be made available as a teaching resource online or in other digital formats, staff must arrange the digitising and posting of the material through the Library's Digital Resources Management Centre.

d) All staff posting other material online (on the University Website) are responsible for ensuring the copyright compliance of their uploaded content and/or links to external material.

Responsibility: All staff and students in specialised areas

Staff, students including research scholars or other persons (including volunteers or contractors) who are engaged in areas where copyright issues regularly arise, such as the library, museums, Information Technology Services, press, Student

Support Services , Archives must ensure that the specific copyright requirements applicable to their area of activity are complied with.

Responsibility: All staff and students publishing scholarly works

Where staff or students including research scholars are involved in the creation or publication of scholarly works, they must ensure that any copyrighted material of third parties is used lawfully. This may include warranting to the publisher that no third party copyright is infringed through the work. Where material is created or published in which the University is a joint copyright owner with one or more other parties, the staff or students involved in the project must ensure that the joint rights of the other parties are respected and must not recreate or republish that work without permission.

Commercial activities and self-financing courses

Responsibility: All staff

Where copyrighted material is to be used in connection with a commercial activity of the University, or in fee-for-service teaching, the use is not likely to be covered by the statutory licences authorising use for educational purposes. Staff or other persons involved in such activities on behalf of the University must ensure that appropriate arrangements are made to use the material in compliance with copyright laws. Advice must be sought from the Copyright Officer before material is used in such a manner.

Responsibility: Copyright Officer

- a) Provide professional advice to staff on the interpretation of the Act and this Policy upon request.
- b) Present education sessions through Centre for Learning and Professional Development, or upon request for Faculties or Schools.
- c) Maintain content on University Website for both staff and students.

- d) Advice to all university members to avoid any copyright conflict or potential dispute.

Faculty awareness

Responsibility: Deans (of different faculties)

- a) Raise awareness of this Policy within their Faculty.
- b) Encourage existing staff to undertake the copyright online induction or orientation course.

Staff education

Responsibility: Director, UGC-Human Resource Development Centre (HRDC) or any such centre for teaching-learning

- a) Ensure that dedicated training sessions on copyright and responsibilities are made available to staff on a regular basis (and at least twice per academic year).
- b) Ensure that training on copyright issues is incorporated wherever possible into other academic staff training sessions, such as the orientation programme or refresher courses or short term courses or any workshop

Analog and Digital Resources

Responsibility: University Librarian

1. Oversee the Digital Resources Management Centre's management of online material.
2. Oversee the access management to ensure copyright compliance attuned with this copyright management policy
3. Oversee the use of Library holdings and facilities generally, consistent with this Policy.

8. Copyright clearance

8.1. Guidelines

1. Teachers, instructors, professors and staff members in non-profit universities may communicate and reproduce, in paper or electronic form, short excerpts from a copyright-protected work for the purposes of research, private study, criticism, review, news reporting, education, satire or parody.
2. Copying or communicating short excerpts from a copyright-protected work under this Fair Dealing Policy for the purpose of news reporting, criticism or review must mention the source and, if given in the source, the name of the author or creator of the work.
3. A copy of a short excerpt from a copyright-protected work may be provided or communicated to each student enrolled in a class or course:
 - a) as a class handout
 - b) as a posting to a learning or course management system that is password protected or otherwise restricted to students of the university
 - c) as part of a course pack
4. A short excerpt means:
 - a) up to 10% of a copyright-protected work (including a literary work, musical score, sound recording, and an audiovisual work). This 10 % does not qualify for qualitative copying but quantitative copying only and it should be strictly implemented.
 - b) one chapter from a book
 - c) a single article from a periodical
 - d) an entire artistic work (including a painting, print, photograph, diagram, drawing, map, chart, and plan) from a copyright-protected work containing other artistic works

- e) an entire newspaper article or page
- f) an entire single poem or musical score from a copyright-protected work containing other poems or musical scores
- g) an entire entry from an encyclopaedia, annotated bibliography, dictionary or similar reference work

provided that in each case, no more of the work is copied than is required in order to achieve the allowable purpose.

5. Copying or communicating multiple short excerpts from the same copyright-protected work, with the intention of copying or communicating substantially the entire work, is prohibited.

6. Copying or communicating that exceeds the limits in this Fair Dealing Policy may be referred to the Copyright Officer for evaluation. An assessment of whether the proposed copying or communication is permitted under fair dealing will be made based on all relevant circumstances.

7. Any fee charged by the university for communicating or copying a short excerpt from a copyright-protected work must be intended to cover only the costs of the university, including overhead costs.

8. Copying or communicating from licensed electronic resources is governed by the terms of the University's licenses with the vendors and publishers of those resources. If there is a conflict between the terms of such a license and the terms of the Fair Dealing policy, the terms of the license of e-resources (eBooks, ejournals, and databases) will prevail.

8.2. Individuals have a responsibility to:

(i) make a reasonable effort to become aware of their rights and obligations in relation to copyright, including moral rights obligations;

(ii) adhere to the requirements of the Indian Copyright Act,1957 apply University IP policy, practices and procedures when using copyright works;

(iii) consult with the IPR Cell when preparing unit materials supplied to, or made accessible to enrolled students, to ensure compliance with the relevant copyright law requirements, licence conditions, and University processes;

(iv) consult with the IPR Cell prior to entering into agreements with outside organisations on behalf of the University, particularly when third party copyright material has been used;

(v) report any alleged breaches of copyright of which they are aware to the IPR Cell.

9. Policy Implementation

- i. The University provides detailed guidance on copyright law and the institutional licences including terms and conditions for access to the digital resources to which it is a signatory on the Library web site.
- ii. Staff and students are expected to familiarise themselves with such guidance and to apply it in all their dealings with copyrighted works.
- iii. **The University will place copyright notices adjacent to all** relevant equipment that may be used for reproducing copyrighted materials.
- iv. If staff or students of the University are in any doubt about their proposed reproduction or use of third-party copyright works, they may contact the Copyright Officer for further advice and assistance.
- v. It is the responsibility of Deans and Heads of Department to ensure implementation of this Policy and its associated guidelines.
- vi. Any misconduct or breach relating to this policy by any University employee may lead to disciplinary action under the appropriate University procedures
- vii. Policy violations by students including research scholars will be dealt with as cases of academic misconduct and standard disciplinary procedures will apply.

9.1. Dealing with alleged breaches of copyright

- a) Breaches of copyright law by members of the University community will be treated seriously by the University. Staff and students respectively may face disciplinary action if they fail to comply with this Policy and the legal requirements relating to copyright.
- b) Where a staff member, student including research scholars or some other member of the University community believes that the availability of any material on the University's library system may be in breach of copyright, that potential infringement must be reported to the Copyright Officer/IPR Cell in accordance with the Procedure for Take-Down Notices and Other Copyright Complaints made under this Policy.
- c) Where a notice is received from outside the University alleging that the availability of any material on the University's library system or any such activities may be in breach of copyright, the notice must be forwarded to the Copyright Officer along with the IPR Cell in accordance with the Procedure for Take-Down Notices and Other Copyright Complaints made under this Policy

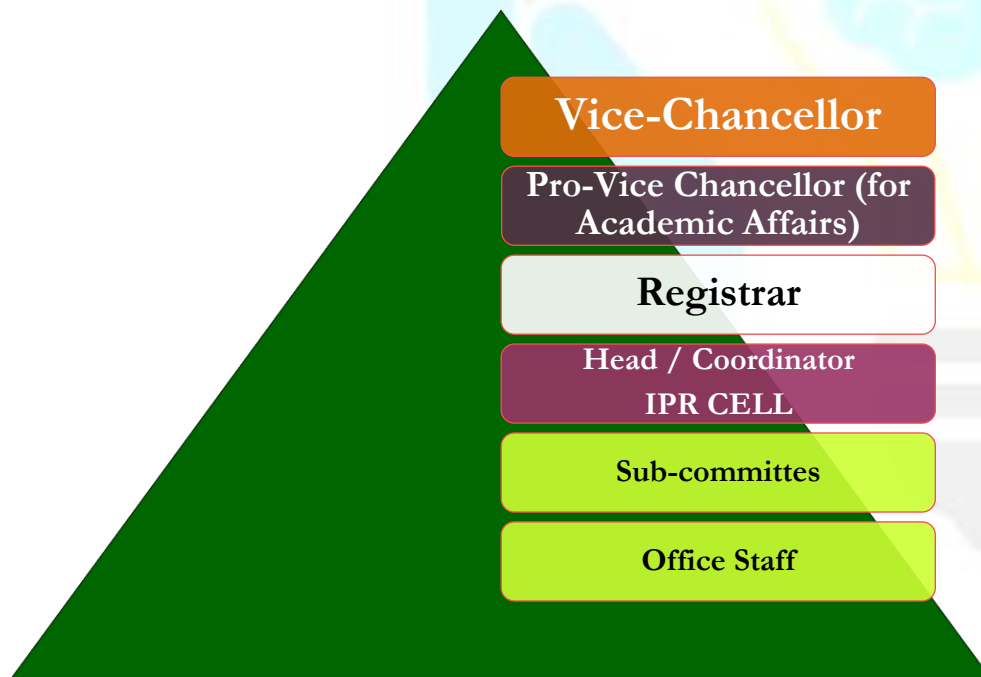
10. Authorities

The following authorities are delegated under this Policy:

Delegations of Authority

Any dispute or any conflict on copyright related issues in the university the right of final say will be bestowed on the Vice-Chancellor of the University. Any such case forwarded by the IPR Cell received from the Copyright officer or identified by the Cell or reported appropriately with material evidence will be submitted to the Pro-Vice Chancellor (for Academic Affairs) for his advice.

If still it is unresolved, it may be submitted to the Registrar of the university who may seek the advice and suggestions on the issues in question from the University Council or Syndicate. Based on their advice the existing copyright management policy may be suitably amended or appropriate decision will be taken. Whatever may be the decision of the university council or syndicate headed by the Vice-Chancellor would finally put for immediate action for execution or implementation as applicable and suitable amendments may be done if needed.



***End of Document**