

**The Intellectual Property (IP) Policy
of
Jadavpur University
December 2018**



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Part A

Preamble

Jadavpur University is a premier academic institute of the country with a rich tradition of teaching and research encompassing a wide area of natural, applied and social sciences. The University has its footprint in many areas of national importance and has a large pool of enterprising faculty members, researchers and students which has helped it to evolve as a fountainhead of innovation- the driving force behind a knowledge driven society.

With its genesis amidst the renaissance of indigenous technical education, that became synonymous with India's tryst with destiny to achieve self-reliance, Jadavpur University has always been in the forefront when it came to innovative solutions for a wide variety of problems ranging from development of sophisticated radars to dealing with arsenic contamination. It is, therefore, a natural corollary that suitable mechanisms must be devised to formulate a policy that provides a framework to encourage innovation and at the same time provide a transparent mechanism to safeguard the interests of all stakeholders through marketing of the innovations so that a self-sustaining ecosystem for commercialization of University developed technology is created.

Part B: The Jadavpur University Intellectual Property Rights (IPR) Policy

The Jadavpur University (hereinafter referred to as JU in different places in this document) Intellectual Property Rights (IPR) Policy, hereinafter referred to as the *JU IPR Policy* shall be applicable to all *JU staff*, which expression, in its definition and subsequent usage in this document shall include teachers, officers, non-teaching staff, researchers, students, temporary employees employed in research projects, students of other institutes involved as interns for specific term(s) in Jadavpur University as well as startups and incubates involved in or arising out of such an Intellectual Property (IP) creation. In the event, the specific Intellectual Property (IP) arises out of a collaboration among multiple institutes/industrial partners/research organizations and includes Jadavpur University, a separate agreement is expected to be completed, either as a framework agreement or a Memorandum of Understanding (MoU) among all collaborating partners, and the specific provisions of such agreement(s) shall override the provisions of JU IPR Policy wherever a contention or conflict arises.

It is to be mentioned that while the provisions regarding patenting are governed by the provisions of clause 110(a) and clause 110(b) of Chapter XIV of the First Statutes 1982 of the Jadavpur University Act 1981 (hereinafter referred to as the *Statute* throughout the rest of the document) and these provisions cover two specific cases viz. an IP leading to submission of a patent application for an invention arising out of University research by (i) the University and (ii) by an individual JU staff member, as defined in the paragraph above, the IPR policy described in this document covers all possible cases including these and cases where the IP leads to commercialization of University research through a third party which could be an incubate, a startup or another organization or organizations.

The main provisions of the JU IPR Policy are as follows:

a. Applicability:

The JU IPR Policy shall be deemed to come into effect as soon as a IP is created by any JU personnel. The IPR policy shall be applicable to all inventions including invention of processes, commercialization of technology, creation of marketable learning resources and all other cases where a IPR is accrued, irrespective of whether a patent can be obtained or not. The JU IPR Policy assumes that a separate policy for Copyrights exists or is followed by JU and under the condition where a particular IP creation encompasses both the JU IPR policy and the policy for Copyrights, the decision of the Vice-Chancellor based on the recommendations of the President of the Institution's Innovation Council of Jadavpur University set up under the directives of the All India Council of Technical Education (AICTE) vide resolution No: 64, dated 1608.2019 of the Executive

Council, hereinafter referred to as the *Innovations Council* , throughout the rest of this document , shall be final.

Notwithstanding anything mentioned in this document, the IPR policy described in this document shall not come into effect in the following cases:

- (i) *The creator(s) of the IP does not/do not use any funds provided by or administered by JU in connection with the activity resulting in generation of IP.*
- (ii) *The IP is created with a specific funding from a funding agency/agencies with a pre-defined IPR sharing agreement signed between JU and the concerned funding agency/agencies.*
- (iii) *Prior disclosure by the creators of any IP that closely resembles a specific research project at the Institute, together with an explanation that such IP did not arise through use of Institute resources.*

b. Ownership

In case where the IPR leads to a patent application that does not involve anybody other than one or more JU staff member(s), the ownership of the IPR and the subsequent patent shall be governed by clause 110(a) and 110(b) of the Statute. In all other cases, where the IPR policy comes into effect, JU , represented by its Registrar, shall be one of the owners of all IP created by JU staff member(s) who shall be the *Inventor(s)*, the term being inclusive of other non-JU personnel and/or entity or entities involved in the creation.

c. Disclosure requirements

While creation of IP by JU staff is encouraged, all JU staff involved in IP creation need to submit a Disclosure Document in a specified format specifying the Inventors subject to provisions of the clause (b) above and indicating the quantum of JU resources likely to be involved in the IP creation, requirement of JU funds for development, mode of IPR protection through patenting etc. The Disclosure Document shall be submitted to the convener of the Innovations Council for determination of quantum of support from JU by the Innovations Council and forwarded to the Executive Council for consideration in accordance with the provisions of clause 110(a) and clause 110(b) of the statute wherever they are applicable. In cases where the creation of IP and subsequent patenting involves external organization(s), the Disclosure Document must be accompanied by a relevant agreement for consideration by the Innovations Council and hence the Executive Council with relevant details like ownership and quantum receivables .

d. Sharing of Income from created IP

In all cases where commercialization attracts provision of clause 110(a) and clause 110(b) of the Statute, the sharing of income shall be governed by these clauses.

In all other cases, the share of JU in the income generated by the IP created by JU staff shall be as follows:

- (i) Where JU infrastructure (Laboratory/Workshop) is used for IP creation 30% of the cumulative proceeds receivable by all JU staff.
- (ii) Where JU funding is used ,with or without infrastructure, in the form of cost of materials and processes for creating a prototype required for IP creation and/or for protecting the corresponding IPR, either fully or in part, 30% of the cumulative proceeds receivable by all JU staff after deduction of the amount spent by JU for the purpose of supporting IP creation and/or its protection.

For cases (i) and (ii) above, JU shall be responsible for deduction and payment of appropriate taxes and duties from the income receivable by all JU staff.

The clause (d) shall be applicable for all modes of income generation from the created IP – one-time, in the form of phased installments, or as royalty .