



## INTELLECTUAL PROPERTY RIGHT POLICY

**DESH BHAGAT UNIVERSITY  
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**[ IPR Cell ]**

**IEDC  
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**Dean Academic  
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**Vice Chancellor**



# DESH BHAGAT UNIVERSITY,

(U/S 2(f) and 12B of the UGC Act 1956)

MANDI GOBINDGARH (Pb.)

## IPR POLICY

### 1 NAME OF POLICY

This is the Intellectual Property Rights Policy Desh Bhagat University (DBU) 2020.

### 2 COMMENCEMENT

This policy commences on December 2020.

### 3. PREAMBLE

DBU is dedicated to teaching, research and dissemination of knowledge to the society for its good. **The University has been actively involved in basic, applied and advance research and innovation since its inception.**

Desh Bhagat University, Mandi Gobindgarh (u/s 2(f), 22(1) and 12(B) of UGC) came into existence under Punjab Government's Desh Bhagat University Act. The university derives its spirit of foundation from freedom fighter Sr. Lal Singh Ji, late father of Dr. Zora Singh, Chancellor, Desh Bhagat University, who fought for the independence of India and in 1972 his efforts of social work and his services in the struggle for independence were recognized by awarding him with "Tamra Patra" by Govt. of India, hence the name Desh Bhagat was contemplated.

The objectives of university is 'to facilitate and promote studies and research in emerging areas of higher education with focus on new frontiers of technology, health sciences, environmental studies, non-conventional energy sources and management studies and also to achieve excellence in these and connected fields'.

**Desh Bhagat University** is a multi-cultural, multi-lingual and multi-dimensional University with a vision to impart value based education to the students with a focus to thrive an environment

conducive for research, Innovation and Entrepreneurship. The University offers programs in Agriculture Sciences, Hospitality and Tourism, Applied Sciences, Art and Craft, Ayurveda, Fashion Technology, Commerce, Computer Sciences, Education, Engineering, Languages, Law, Management, Nursing, Dentistry and Social Sciences. The University has a sprawling campus spread over 35 acres with state-of-the-art infrastructure including lush green Wi-Fi Campus, AC Class Rooms equipped with latest teaching aids, computer research labs with free and licensed software, well-stocked digital libraries, hostels for boys & and girls and township for staff members with all modern facilities. The university campus is located on SH-12A, Amlah Road, Mandi Gobindgarh District Fatehgarh, Punjab, India. The university has MOUs with prestigious institutions like IIT-Delhi, IIT-Mumbai, NIT-Jalandhar, Edu.Research, Virtual Labs, Multinational Corporates and various International Institutions to provide best possible exposure and quality education to students in order to make them not only highly successful professionals, managers, entrepreneurs and technologists but also to make them fully responsible and awakened members of the society. Desh Bhagat University is an ecofriendly campus and green initiatives like Rain Water Harvesting, Solar Power Plant, Waste Management etc. has been consciously taken to take care of environmental sustainability.

In the responsibility of producing and disseminating knowledge there is inherent need to encourage innovation, creativity and scholarly works for the developments of new and useful materials, devices, processes and other intellectual property. In the University, faculty members, research scholars and the students are engaged in research and development work of considerable importance. Such innovative research works may lead to development of intellectual property know-how, patents, copy-rights, designs, instruments, devices, processes, specimen, software and other inventions having potential for commercialization with or without the registration under different Acts enacted by the Government for protection of intellectual properties. The conception of intellectual property not only contributes to the professional development of the individuals involved, but also enhances the reputation of the University, provides educational opportunities for students and promotes public welfare. Particularly, a commercial exploitation of the intellectual property can be of considerable socio-

economic benefit to the country. The University, therefore, supports and encourages the efforts directed towards bringing the fruits of University research in diverse fields of knowledge to public use and benefit while protecting the interests of the scholars.

#### **4 POLICY IS BINDING**

Except to the extent that a contrary intention is expressed, this policy binds the University, Faculties, staff, researchers, affiliates and students.

#### **5 STATEMENT OF INTENT**

This policy:

- (a) enables the University to identify, protect, manage and (where appropriate) commercially develop its intellectual property, for the benefit of the University and the community;
- (b) sets out the entitlements and responsibilities of the University, faculties, staff, researchers, affiliates, students, and visitors in relation to intellectual property;
- (c) supports a research and innovation culture in which translational research, technology transfer and entrepreneurial endeavor are rewarded; and
- (d) provides for the appropriate distribution of the proceeds of successfully commercialized intellectual property.

#### **5 APPLICATION**

This policy applies to the University, faculties, researchers, staff, affiliates and students.

#### **6 DEFINITIONS**

**Affiliate:** clinical title holders; adjunct, conjoint and honorary appointees; consultants and contractors to the University; holders of offices in University entities, members of Boards of University Foundations, members of University Committees; and any other persons appointed or engaged by the University to perform duties or functions on its behalf. An affiliate is not a visitor for the purposes of this policy.

**Creative work:** means original material, including: • artistic works; • literary works; • dramatic works; • musical works; • films; • photographs; • sound recordings; • broadcasts; • published editions; • performances of performing artists; • phonograms; and • broadcasts.

**Head of School:** means an academic employee of the University who leads a school or equivalent budget or disciplinary unit.

**Intellectual Property:** includes rights (including, without limitation, rights of registration or application for registration) relating to: • literary works (including computer programs), artistic, musical and scientific works; • multimedia subject matter; • performances of performing artists, phonograms and broadcasts; • inventions in all fields of human endeavor; • scientific discoveries; • industrial designs; • trademarks, service marks and commercial names and designations; • plant varieties; • circuit layouts.

It does not include any moral right.

**Moral Right:** has the meaning given in the Copyright Act 1957 and includes: • an author's right to be identified as the author of a work as the right of attribution) • an author's right to take action against false attribution (known as the right not to have authorship of a work falsely attributed) • an author's right to object to derogatory treatment of their work that affects their honor or reputation (known as the right of integrity of authorship).

**Originator:** means a person who creates intellectual property which is subject to this policy, whether alone or jointly with another person.

**Staff or staff member:** means an employee of the University.

**Substantial contribution:** means, in relation to the creation of intellectual property, a contribution of 30% or more

**Teaching Materials:** means anything created in any medium by a staff member in pursuance of their employment (regardless of whether or not this occurs under a specific direction to do so) as an aid or tool for instruction in a course. This includes, but is not limited to: • lecture notes

and materials; • syllabi; • handouts; • study guides; • course software; and • assessment materials.

**University Resources:** includes, but is not limited to: • background intellectual property; • premises; • facilities; • funds; • services; • equipment; • paid leave; • staff time; and • support staff.

**Visitor:** means: • a person given access to University resources for the purpose of teaching, research or other scholarly activity, who is not a staff member, nor a student, and who is not the subject of an agreement with the University addressing intellectual property rights; or • a corporation given access to University resources for the purposes of undertaking research or development, whether or not in collaboration with the University. For the purposes of this policy, a person or corporation continues to be a visitor even if the period of their access to University resources has expired.

**“Assignment”** means the transfer of rights or title in the intellectual property in writing

**“Creator(s)”** mean the faculty, staff, and other persons employed by the University whether full or part-time; visiting faculty and researchers; and any other persons, including students, who create intellectual property using University resources

**“Invention Disclosure”** means a written description of an invention that is confidentially made by the inventor to the University.

**“Know how”** means the knowledge, innovation, practices, expertise, process or procedures and secrets of individuals regarding the use of a material, product or resource, or the practice of a method, for a practical purpose.

**“Publication”** means a public enabling disclosure of an invention, and may be verbal or printed. Printed publication includes abstracts, student thesis, and in certain circumstances grant proposals.

**“Patent and Patentable material”** are as defined in Indian Patent Act 1970. These include invention of novel product and processes that have industrial applicability.

**“Revenue** “is any payment received as per an agreement by the University usually for legal use of an intellectual property through a license.

**“Inventor”**An individual or a group of individuals responsible for creating or inventing product or process (as an IP) in the University. In case, creation of IP is associated with more than one inventor, one of them, from DBU, would function as a Principle Inventor.

**“Patent”** is an exclusive right granted for an invention (technology), which is a product or a process that provides an innovative way of doing something, or offers a new technical solution to a problem.

**“Copyright & Related Rights”** is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings. Related rights mean rights that protect the interests of certain groups of right holders, whose activities in most cases relate to the reproduction and dissemination of works.

**“Trade/Service mark”** means a mark/logo capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging, combination of colors, music, 3D& 2D shapes.

**“Industrial Design”** means only the features of shape, configuration, pattern, ornament or composition of lines or colors applied to any article/product whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device. Industrial design solely refers to the outer/physical appearance of the product.

**“IC Layout Designs”** means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.

**“Faculty”** means the professors, Associate professors, Assistant Professors, teachers and lecturers of DBU. Generally, the faculty is responsible for designing and disseminating the plans of study offered by the institution and subject knowledge to the students and research scholars. (Note this definition of faculty is meant only for the purposes of this document and is not intended to replace the definition of faculty in the statutes or other documents of DBU.)

**“Student”** means a person who has registered or enrolled as full-time or part-time student, or students through exchange from other universities/colleges.

**“New and useful scientific”** and technical advancement in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties etc. which are patentable.

**"IPR Committee"** The committee constituted by the Vice Chancellor from time to time to evaluate and make recommendations regarding IP related issues.

## **7 INTELLECTUAL PROPERTY ORIGINATED BY STAFF OR AFFILIATES**

(1) Except as otherwise provided in this policy or in a separate agreement, the University owns all intellectual property originated by staff or affiliates in the course of employment by the University by using University resources.

(a) at the specific request or direction of the University; or

(b) as part of a project or program supported by funding obtained or provided by the University.

(2) In the absence of a specific agreement to the contrary, the originator of teaching materials has a non-exclusive, non-transferable, free license to use such works for the purpose of their own teaching, education or research at other educational institutions, but may not:

(a) sub-license or assign such materials; or

(b) use them to generate royalties or license fees.



(3) Except as otherwise provided in this policy or in a separate agreement, the University owns all intellectual property in scholarly works or creative works originated by a staff member or affiliate at the specific request or direction of the University.

(4) In all other cases, the originator of scholarly works or creative works owns all intellectual property rights in them, subject to a non-exclusive, free, irrevocable license to the University to use such works and to sub-license other parties to do so.

(5) Any work which may be considered to be both:

(a) teaching materials and scholarly work; or

(b) teaching materials and creative work will be treated as teaching materials for the purposes of this policy.

(6) If a staff member wishes to use intellectual property created by them but owned by the University for the purposes of further academic research or teaching other than through the University, they may apply to the IPR Committee, for a license to do so.

(a) The decision on whether or not to grant a license will be made by the IPR Committee, IP Cell.

(b) No license will be granted if, in the reasonable opinion of the IPR Committee, it would be incompatible with the best interests of the University to do so.

(c) Any such license granted must:

(i) be granted free of charge;

(ii) be recorded in writing;

(iii) be limited to use for academic research or teaching, conducted in educational institutions; and

(iv) provide no right to sub-license or assign

(v) any IP created out of it will in part shared with University.

(7) If a staff member wishes to use intellectual property which has been registered with IP cell of University in a proposal or application for external funding the staff member must:

(a) obtain the approval of the IPR Committee

(b) if the intellectual property in question has multiple originators, inform all other originators the proposed use at least 15 days before using the intellectual property in that manner.

(8) Any dispute arising as a result of notification given under clause 7(7)(b) must be referred to the IPR Committee, for resolution.

(9) If any third party is involving in the research, the IP Rights will be agreed mutually in the research/contract agreement.

(10) If any other researcher outside University is involved in the IP generated, he/she has to sign the statement of IP and this decision will be solely on the University IP Cell. IP Statement will be clearly mentioning of applicant and inventor details and rights sharing.

## **8. INTELLECTUAL PROPERTY ORIGINATED BY STUDENTS**

(1) Students own the copyright in their theses and scholarly works in the absence of any specific agreement to the contrary.

(2) Students own all other intellectual property they create, except as provided in this policy.

(3) The University owns intellectual property created by students where:

(a) the student has entered into an agreement with the University which specifies University ownership of intellectual property related to or arising from their activities;

(b) the student's supervisor or any other staff member has made a substantial contribution to the creation of the intellectual property; or

(c) the intellectual property is created using University background intellectual property or resources or within their tenure of University.

(d) student part of Incubator startup/TBI of University doesn't cover under this policy.

(4) If:

(a) a student wishes to participate in an activity that has, or may in future, create intellectual property; and

(b) funding for the activity has been provided by a third party under an agreement with the University pursuant to which the third party has, or may claim, rights over intellectual property; then:

(c) the student may be required, as a condition of participation, to enter into an agreement which:

(i) assigns the student's intellectual property to the University; and

(ii) provides consents in relation to any subsisting moral rights.

(5) Where the University owns intellectual property originated by a student:

(a) the student will be entitled to share in the net development proceeds as if they were a staff member;

(b) University will assure the rights of Student as inventor for their invention and creativity.

(6) Where the Student want to take the IP generated to next level and want to start a company/legal entity or startup, University will support and encourage for this under IP Statement.

## **9 INTELLECTUAL PROPERTY ORIGINATED BY VISITORS**

(1) Before commencing any teaching, research or other activity at the University, visitors must enter into an agreement with the University which addresses the ownership of intellectual property and protection of confidential information related to or arising from that activity.

(2) IP cell is responsible for ensuring that such agreements are prepared, executed and recorded.

(3) Staff members responsible for collaboration with, or supervision of, visitors must inform IP cell of the following before the visitor commences any activity.

(a) If the visitor is a corporation:

(i) its name;

(ii) its registered address;

(iii) its PAN/COI;

(iv) contact details for the person responsible for the relationship;

(v) the nature of the activity to be undertaken; and

(vi) the name, qualifications and contact details of all individuals who will be undertaking the activity.

(b) If the visitor is an individual:

(i) their name;

(ii) their address;

(iii) their qualifications;

(v) Their Contact Details:

(iv) the nature of the activity to be undertaken.

## **10 NOTIFYING THE UNIVERSITY OF INTELLECTUAL PROPERTY**

(1) Any Faculty, staff member, affiliate, student or visitor who originates intellectual property which:

(a) is owned by the University under this policy; and

(b) they believe may be capable of either or both of protection or commercialization must notify each of the following, in their capacity as agent for the University, as soon as possible after its creation:

(c) their supervisor(s), if they are students;

(d) the relevant Head of School; and

(e) IPR Committee.

(2) Upon receiving such a notification, the IPR Committee may seek further information or clarification, including details of inventive or creative contributions made by any individual or organization outside the University.

(3) Where notified intellectual property results from the use of aspects of indigenous spirituality or cultural property, the report must also include a full description of the material used and contact details for relevant individuals and communities.

(4) The originator(s) of notified intellectual property must also provide the IPR Committee, IP cell with relevant further information (including new particulars, data, results, findings, commercial interactions and updates) as soon as possible after it becomes available.

(5) Any staff member, visitor or student who owns background intellectual property to which the University has no claim, but which is relevant to their proposed activity at the University, must notify and provide details of it to each of the following as soon as possible after employment, enrolment or engagement: (a) the relevant Head of School; and (b) the IPR Committee, IP Cell.

## **11 PROTECTING, DEVELOPING AND DEALING WITH INTELLECTUAL PROPERTY**

(1) IP Cell is responsible for protecting, commercializing and dealing with intellectual property at the University.

(2) Unless otherwise provided in an agreement or approved by the IPR Committee, IP cell, all applications for registration of intellectual property (whether in India or not) will be made in the name of the University.

(3) The IPR Committee, IP cell will decide whether or not the University wishes to protect intellectual property notified to it under clause 11 of this policy no later than 10 days from the later of:

(a) the date of original notification; or

(b) the latest date on which further information or clarification requested under sub clause 10(2) is received.

(4) The 10 days period referred to in sub clause 11(3) may be extended with the consent of the originator(s).

(5) Where intellectual property is jointly owned by the University and another institution/organization, the 10 days' time period will not apply. The decision about whether or not the University wishes to participate in protecting the intellectual property, and the extent of any such participation, will be made by the IPR Committee, IP cell in consultation with the other owner(s) as soon as is practicable.

(6) Until a decision is made under sub clauses 12(3) or 12 (5), the originator(s) must take all reasonable steps to protect the reported intellectual property and should consult IP Cell on how best to do this.

(7) If the IPR Committee, IP cell decides that the University wishes to protect the intellectual property, the originator must provide IP cell with all requested assistance, including but not limited to:

(a) providing on request information relevant to the protection or commercialization of the intellectual property; and

(b) executing any agreements or other documents necessary for commercialization.

(8) If the University agrees with a third party to develop intellectual property jointly owned by that third party, the University will charge an appropriate development fee, which will be deducted from each payment received at the time of receipt.

(9) If a staff member wants the University to develop intellectual property which the University does not own and in which the staff member has a material interest, the staff member must submit a proposal to the IPR Committee, IP Cell and provide any further information or clarification that may be requested.

(10) If the IPR Committee, IP Cell decides that the University should proceed with a proposal made under sub clause 11(9) the staff member must:

(a) assign ownership of the intellectual property to the University; or

(b) enter into an agreement with the University and all other interested parties which specifies the terms on which the development is to be undertaken and appropriately manages any inherent conflicts of interests.

(11) Except as provided in sub clauses 11(9) and 11(10), the University will not protect or develop intellectual property of which it has no ownership.

## **12 DISTRIBUTING THE PROCEEDS OF INTELLECTUAL PROPERTY DEVELOPMENT**

Any revenue generated from the commercialization of University-owned IP will be shared between the inventor, his or her team and University on the following terms and conditions:

A) In case there is a third party, the respective shares of the University and inventors will be calculated on the net receipts after deducting the third party's share/cost. The net earnings then generated by the exploitation of IP will be shared between the Inventor(s) and the University on 70:30 ratio.

a) The inventor's share will continue to be paid irrespective of whether or not the individual continues as an employee /student/ research scholar of the University.

- b) The inventor(s) share would be declared annually and disbursement will be made to the inventor(s), their legal heir, whether or not the inventors are associated with the University at the time of disbursement.
- B) Co-inventors of IP should sign at the time of disclosure or filing for IP protection, a distribution of the IP earnings agreement, which should specify the proportional percentage distribution of earnings from IP to each co-inventor. The inventor(s) may, at any time, by mutual consent, revise the distribution of IP earnings agreement.
- C) If there is only one inventor of the IP, the whole amount of inventor's share will be retained by the inventor. If there are more than one inventors, inventor's share will be distributed among the co-inventors on the mutually agreed terms and conditions.
- D) If there are two inventors, the principal investigator/supervisor/team leader will get upto 60%, while the co-inventor will get atleast 40% of inventor's share by mutual agreement.
- E) If there are more than two inventors, the principal investigator/ supervisor/ team leader will get upto 60% of inventor's share and the rest will be distributed among the co-inventors in the proportions on the mutually agreed terms and conditions at the time of IP disclosure or at the time of filing for IP protection.
- F) Students/Project staff may have a share in revenue earned but the share in case of 'work for hire' is not as a right, but may be as an incentive at the sole discretion of the principal investigator or supervisor in consultation with the IPR Committee, if the need arises.
- G) Revenue sharing is not necessarily concurrent with the inventor-ship. Mere assistance like assistance in the preparation and conduct of the experiments, data analysis, etc. does not entitle one for inventor-ship, but may entitle for revenue sharing as an acknowledgement of intellectual contributions for routine/mechanical contribution at the sole discretion of the principal Investigator/ Supervisor of the work.
- H) If any inventor is unable to be contacted/traced for one year because of lack of information, the revenue corresponding to his/her share will be credited to the IP fund.
- I) Of the University share (30%), 50% will be used for creating an University's IP fund, which will be utilized for any activity related to commercialization and maintenance of IPR or obtaining IPR in another country, or for capacity building. Further, 10% of the share will be



paid to the University as Administrative charges and 40% will be made available to the Department concerned for the purchase of equipment's or material or for any academic activity and promotion of industrialpartnership.

J) Unless otherwise provided in this policy or in any agreement, the net development proceeds from intellectual property owned by, or developed by, the University will be distributed as follows:

- In case the inventor wants to develop the Product or Process for which IP has been filed or registered with the help of University fund in this particular case 30:70 (University: Inventor) sharing will apply
- In case inventor is not utilising university resources in any manner to develop or file the patent than he/she will not be covered under this policy.
- In case patent is applied through university and inventor wants to further **commercialise the product (startup)** with the help of university than 75:25 (Inventor:University) sharing will apply
- In case patent is applied through university and inventor wants to further **commercialise the product (startup)** individually inventor will pay back the cost paid by the university for filing the patent and sign an NOC for transfer of ownership of patent to the Inventor
- In case of **technology transfer**, if DBU has invested patent filing fee, on the revenue generated 50:50 (Inventor:University)sharing will apply.

### **13 ON-GOING OBLIGATIONS OF ORIGINATORS/INVENTORS**

(1) Originators/Inventor must ensure that appropriate records and documentation relevant to the intellectual property are created and adequately maintained.

(2) If required by the IPR Committee, IP cell, an originator/inventor of intellectual property which is being developed must execute any document or do anything reasonably necessary to demonstrate or prove ownership, secure intellectual property protection or assist the University to develop the intellectual property.

(3) Originators/inventor who propose to leave the University or who are no longer subject to the terms of an agreement with the University in relation to intellectual property, must ensure that all records and documents relevant to University owned intellectual property are provided to IP cell as soon as is practicable, and consistently with any direction from the IPR Committee, IP Cell.

(5) Originators of University owned intellectual property must not:

(a) use or disclose intellectual property owned by the University in any manner which would:

(i) prejudice its protection, enforcement, commercialization or other development;

or

(ii) contravene any legislative requirement; or

(b) apply for any form of protection for, commercialize or otherwise deal with the intellectual property in any manner inconsistent with the University's rights.

#### **14 MORAL RIGHTS AND ACKNOWLEDGEMENT OF ORIGINATORS**

(1) Where the University owns intellectual property (other than copyright) it will take all reasonable steps to ensure that the originator/inventor is acknowledged in any relevant documentation.

(2) In the case of copyright material owned by the University, the University will use its best endeavors to:

(a) ensure that the originator/creator is acknowledged;

(b) consult with the originator/creator before modifying or adapting, or authorizing modification or adaptation, of the work;

(c) consult with and obtain the agreement of the originator/creator and adaptor as to the attribution provided in any adaptation or modification;

(d) after consultation with the originator/creator, ensure that acknowledgement of the author or performer is a term of any assignment or license of the material; and

(e) ensure that any wish on the part of the originator/creator not to be acknowledged is respected

## **15 TRADEMARKS AND BUSINESS NAMES**

(1) IP cell is responsible for administering all trademarks and business names relating to University activities. All such trade mark or business name applications must be made by IP Cell, in the University's name.

(2) Any business unit or staff member who wishes to obtain a trade mark or business name for a University product or activity must submit a request in writing to the IPR Committee, IP Cell and provide the following details:

(a) a full description of the proposed mark or name, including an image where appropriate; and (b) a full description of the proposed use of the trade mark or business name.

(3) The IPR Committee, IP cell will consult the IPR Committee, Marketing and Communications and any other relevant stakeholder before approving a request.

(4) In addition, any use of the University's name, logo or coat of arms must be approved by the relevant delegate before any application is made.

(5) If the IPR Committee, IP cell approves a request, IP cell will:

(a) inform the requester of the approval;

(b) prepare and lodge the application;

(c) record the outcome of the application;

(d) inform:

(i) the requester;

(ii) the University's Marketing and Communications unit; and

(iii) the Chancellor

(6) IP Cell will establish and maintain a register of University trademarks and business names.

(7) The costs of obtaining a trade mark or business name obtained as part of the development of other intellectual property will be attributed to the development of that intellectual property.

(8) The costs of obtaining any other trade mark or business name will be charged to the requester's faculty or business unit.

#### **16. CONFIDENTIALITY OF IP**

Every inventor/creator in the research group as well as everyone involved in the protection process will not disclose the details of research/IP to any person / organization without written permission of the University.

In case of thesis and other such written documents containing details of patentable matter, all measures to prevent the public disclosure of IP shall be taken.

#### **17. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY**

(i) As a matter of policy, University shall, in any contract between the licensee and University, shall seek indemnity from any legal proceedings including this, but not limited to manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation.

(ii) University shall also ensure that staff have an indemnity clause built into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.

(iii) The University shall retain the right to engage in or desist from or not in any litigation concerning patent and license infringements.

#### **18. CONFLICT OF INTEREST**

(i) The inventor(s) are required to disclose any conflict of interest or potential conflict of interest.

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

## **19.DISPUTE RESOLUTION**

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

## **20.JURISDICTION**

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

## **DISCLAIMER**

THE IP POLICY IS INTENDED SOLELY AS A GUIDE. THE LANGUAGE USED IN THE HANDBOOK SHALL NOT BE CONSTRUED AS CREATING A CONTRACT OF EMPLOYMENT BETWEEN UNIVERSITY AND ANY OF ITS EMPLOYEES, STUDENTS OR ANY EXTERNAL FUNDING AGENCY/ COLLABORATOR. UNIVERSITY EXPRESSLY RETAINS THE RIGHT TO UNILATERALLY MODIFY OR AMEND THIS CODE CUM POLICY ON THE RECOMMENDATION OF THE IP CELL