

IPR Policy

1. Preamble:

a. Intellectual Property (IP) is new and creative work resulting from research, innovation and teaching in any discipline including, but not limited to, natural sciences, social sciences, humanities, performing arts, engineering, etc.

b. Such IP includes, for instance, (a) process to synthesize a new material, (b) new design of a product or service, (c) an algorithm, software, or an “app” to achieve a certain computational, communication or control function, as also (d) teaching and learning resources and (e) academic books and published articles.

c. Documentation of IP may take the form of a research article, book, thesis, project report, drawing, lecture notes, lab notes, documentary film, etc.

d. Protection of IP will, however, take the form of a copyright, patent or trademark registration depending upon the IP. In particular, research articles, books, theses, drawings, lecture notes, lab notes, documentary film are copyrighted, while (new) inventions, designs, algorithms, etc. are patented.

e. Ashoka University is a research-driven university, it expects its faculty and students to spend significant fraction of its time engaged in research and innovation, while disseminating research outcome in the form of publications of journal articles, books, or conference presentations.

f. Even as Ashoka University aims to offer world-class modern undergraduate and post-graduate programmes, its curricula, pedagogy and teaching and learning materials are expected to be creative and uniquely different.

g. It is expected that in time to come significant IP will be generated by the university’s faculty and students. It is, therefore, important for the university to protect rights to all such IP so that interests of the faculty, students and

the university are adequately protected. This document on university policy on IP rights is in response to that need.

2. About this document:

a. This document identifies all issues that concern generation of IP by the faculty, staff and students of Ashoka University, protection of IP in the form of patent, copyright, trademark, etc., and the licensing of its IP rights to third parties for commercialization.

b. This document is subject to the IPR laws of India, such as Trade and Merchandise Marks Act, 1958, Patent Act, 1970, Copy Rights Act, 1957 and Designs Act, 2000 etc. and their amendments.

c. In doing so, this document outlines the university's policy towards:

i. Publication of research outcomes in journals or at conferences or in the form of books,

ii. Establishing ownership of IP created by its faculty, staff and students, or co-ownership in case research is sponsored by a third party or research is conducted in collaboration with researchers from another organization,

iii. Licensing of, or transfer of, IP rights to third parties for commercialization and consequent sharing of revenue with co-inventors,

iv. Dissemination and enforcement of IPR policy, including its reflection in employment contracts, in agreements concerning research grants or collaboration with other organization, or in contracts with vendors supplying goods and services to the university,

v. Academic recognition to faculty towards promotions or tenure decisions for generation of IP in the form of a patent, etc.

vi. Establishing a university-wide committee to manage all aspects of IP, including generation, protection and licensing of IP, together with budgetary and administrative support needed therefore.

The document should be periodically reviewed, and changes made depending upon need and experience gained.

3. Definitions:

In this document the following definitions shall apply,

- a. “The University” means Ashoka University.
- b. “Member” means full-time faculty (including tenured faculty, faculty on tenure-track, “visiting faculty”, & “faculty on-contract”) and full-time staff employed by the University. It also includes students enrolled on a full-time basis in an undergraduate (UG), post-graduate (PG), or doctoral (PhD) or post-doctoral fellowship (PDF) programme. Part-time faculty, Guest faculty, Adjunct faculty or students enrolled in any UG/PG/PhD program on a part-time basis are also considered “members” but only to the extent of their engagement with the university, and not outside.
- c. “IP generated” means IP generated by a member during the member’s tenure/engagement with the University.
- d. “IP rights” means ownership of IP, together with identification of list of members who have contributed to creation of such IP.
- e. “Tenure” means to the actual period of employment or studentship.
- f. “Cooling period” means to the one year period immediately following termination of employment/studentship of the member.
- g. “Infrastructure facilities” means physical infrastructure such as laboratories, lecture rooms, IT resources (including computer and storage servers, specialized software), and other services provided by university (such as HR, Finance & Accounts). Infrastructure facilities will exclude use of the Library, access to Internet and email services and other facilities such as on-campus housing, gymnasium.
- h. “Employee’s obligations to the University” means work carried out by a member as part of deliverables expected of him/her as part of employment or studies. This includes research, teaching, administration, or service to the university.
- i. “Sponsor” means an organization that commits itself to

providing funds, equipment, etc. for a defined, time-bound activity at the university such as basic/applied research, consulting assignment, training programme, etc.

4. Applicability of IPR Policy:

- a. This policy on IP rights (IPR) will apply to full-time members of the university (and this includes faculty, staff and students).
- b. This policy on IPR will also apply to all part-time “Guest” or “Adjunct” faculty or part-time students, but only to the extent of their engagement with the university.
- c. This IPR policy will also have a bearing on an agreement that the university signs with a sponsoring organization, collaborating organization or with a vendor.

5. Ownership of IP:

a. Published Materials

- i. The university recognizes that globally faculty and students prefer to publish their research outcomes or creative works in the form of journal articles, papers presented in conferences, newspaper articles, or as books. They do so in order to ensure that the research outcome is disseminated globally, and in the shortest possible time.
- ii. As a consequence, the university encourages its members to publish their findings in journals, conferences, newspaper articles, or as books, etc. even as the university recognizes that relevant publishers will own copyright to such works. In all such cases, the University will not seek to own rights to such IP.
- iii. However, members should understand that publication in a journal or at a conference, or as a book may jeopardize any effort later to file a patent application.

b. Creative Common License

- i. The university also recognizes that globally faculty and students sometimes prefer to place their creative works under one of the ‘creative commons licenses that allows members to retain copyright while allowing others to

copy, distribute, and use their work. They do so with a view to contribute to growing and collective wealth of knowledge for everyone to freely use.

ii. As a consequence, the university encourages its members to share their creative works under creative commons licenses, while retaining copyright to the IP. In particular, the University will not seek to own rights to such IP.

iii. Here again, members should understand that placing their creative works in Creative Commons may jeopardize any effort later to file a patent application.

c. Thesis /Dissertation

i. As is the practice in universities elsewhere, the copyright to thesis/dissertation will be owned by the student.

ii. Note, however, copyright pertains only to thesis document itself (or equivalently to the form in which the research findings or creative work are documented), whereas ownership of invention/development described in the thesis will be governed by IPR policy statements made elsewhere in this policy document.

d. Other Creative Works

i. The university recognizes that there are forms of creative works for which the copyright will either vest with the creator(s) or with the organization that publishes them. Consequently, the University will not seek ownership to such works. Such creative works include, but is not limited to, blogs, newspaper articles, films, documentaries, music compositions, teaching and learning materials, etc.

ii. Unless otherwise agreed to, under the conditions listed above, the University will seek assignment of copyright to such creative works if it is specifically commissioned by the University by way of funds, ideas, etc.

e. IP Generated by Faculty or students;

i. The university will seek to own, and thus protect, all IP generated by its faculty or students as part of their obligations to the University. This is, however, subject to certain conditions set forth below.

ii. The university will not seek to own, nor protect, any IP generated by its members which is (a) unrelated to their obligations to the university, and does not use university's infrastructure. IP generated from a project funded by a sponsor will be owned by the university if significant infrastructure facilities of the university are used. However, depending upon the level of funding and research contribution by sponsor, co-ownership of IP may be negotiated by the university and incorporated into an agreement before the project is started.

f. IP Generated out of Research Collaboration

i. Ownership of IP generated as a result of research collaboration with researchers from another organization that is not funding the research will be decided mutually anytime during course of collaboration.

g. IP Generated from Consulting Assignment:

i. IP generated from a consulting assignment awarded to a member by a sponsor will generally be owned by the sponsor.

ii. However, if significant resource(s) of the university are used, or if the assignment is only partly funded by sponsor, the university will negotiate with the sponsor co-ownership of IP so generated.

h. Academic and Teaching Programmes:

i. For every academic (or teaching) programme offered, the university will own the IP concerning its curriculum (viz. description of admission & graduation requirements, programme structure, pre-requisites, description of individual courses together with associated credits, standardized lab experiments together with lab manual, pedagogy, etc.).

ii. However, copyright to all teaching/learning resources developed by member(s) shall vest with the member(s). This includes lecture notes or slides, tests, quizzes, home assignments, learning materials, etc.

i. IP Generated by start-ups:

- i. IP generated by start-ups that are part of University's incubation programme shall be owned by the start-up.
- ii. This will remain so even though members are engaged with a start-up company on a part-time basis or full-time basis on leave from the university (this is also covered by policy statement concerning IP generated during a member's visit to another organization on leave from the university).

j. IP Generated by Contractors, Consultants and Vendors

- i. All IP generated by contractors, consultants or vendors as part of their engagement with the University will be owned by the University, unless agreed to otherwise as part of the contract.

k. Access to IP owned by the University

- i. As a matter of IPR policy the University allows its members free access to all IP that it owns (or co-owns with another organization) and its use for purpose of teaching and continued research at the university.

l. IP generated by members while visiting another Organisation:

- i. Any IP generated by any of its members while visiting another organization on leave from the university will be subject to the IPR policy of that organization.
- ii. However, if the IP so generated has its origin while working at the University prior to the visit, the University and the organization may enter into an agreement to co-own IP or assign IP to either organization.

6. Protecting IP Rights:

- a. Every time an inventor (or group of co-inventors) identify and propose that a certain research outcome be protected by the University, the University will follow a defined process to determine whether it will seek protection of the proposed IP in the form of a patent (or copyright, or trade mark or design).

- b. If the university decides to proceed with protection of IP, the university shall put in the requisite time, effort and funds and seek protection of IP within India and/or in other regions.
- c. The concerned member(s) will, on their part, provide all technical details including consent necessary to file an application for obtaining rights on such IP.
- d. Once granted, the university will set aside funds for subsequent maintenance of patents or copyrights.
- e. However, in case where the university decides to not proceed with protection of IP, the member(s) may proceed to protect the IP by filing for patent or copyright registration at their own cost, and claim ownership to the IP.
- f. In such cases the university will seek the right for its members to use the IP for purpose of teaching and continued research at the university.

7. Academic recognition for generation of IP:

- a. The University will evolve a mechanism to grant academic recognition at the time of promotions and tenure decisions for contribution made by faculty members once a patent has been granted, or applied for, in India or abroad.
- b. It is to be understood that the said recognition will be greater in case the IP is licensed to, or transferred outright, to a third part for commercialization.

8. Grant of licensing IP for commercialization:

- a. The university will evolve processes, together with terms for one-time (or periodic) royalty payments, by which it grants license, or outright transfer, to a third party for commercialization of IP that it solely owns, or co-owns with a collaborator.
- b. In case of any IP it co-owns with a collaborator (or sponsor), the university will engage with the collaborator before granting license to a third party for commercialization of IP.
- c. In some cases the third party referred to may be the collaborator with which the university co-owns the IP.

- d. The university will be liberal in granting license to a start-up if one of the inventors of IP is a promoter of the start-up.
- e. Even in cases where IP is licensed or transferred to a third party, the university will seek to retain the right to use the IP for purpose of teaching and continued research at the university.
- f. The university will evolve a formula for sharing with inventors a part of the royalty payments it receives as a result of licensing the IP or for its outright transfer, which will form part of the consultancy policy document.

9. Monitoring and responding to infringement of IPR:

- a. In case of any IP the University owns, or co-owns with a collaborator, the university will evolve mechanisms to monitor infringement of IPR by another organization, and suitably respond to any infringement. Towards this the University will evolve a mechanism to monitor and respond suitably.
- b. In case of IP it co-owns with a collaborator:
 - i. The university will monitor and respond in case a collaborator infringes on the university's rights in violation of the IPR sharing agreement with the collaborator.
 - ii. The university will make every effort to ensure that its own faculty and students do not infringe upon IP rights co-owned with collaborators, or IP that is solely owned by third parties.

10. Liability of the University for infringement of IPR:

- a. The University will not be liable or responsible in any manner for the violation of the IP rights by its faculty and students or collaborator in the event of any claim or criminal or civil action or suits or proceedings initiated by third parties for infringement of their IP rights.