

INTERNAL QUALITY ASSURANCE CELL (IQAC)
INTELLECTUAL PROPERTY (IP) MANAGEMENT CELL
JAMIA HAMDARD, NEW DELHI - 110062

INTELLECTUAL PROPERTY POLICY OF THE JAMIA HAMDARD

1. INTRODUCTION

This IP Policy document is a guidance document for Jamia Hamdard personnel (Faculty members, researchers and students), collaborators and sponsors regarding intellectual property dealing with Jamia Hamdard, New Delhi, India regarding the rights and obligations dealing with the nature of intellectual property, ownership, exploitation, technology transfer and confidentiality requirements.

This policy document not only safeguard the intellectual property issues but in addition will also allocate a fair share of the benefits to all those involved in the creation of intellectual property. This will motivate other researchers to conduct research, transfer technology and would be benefitted by the outcome of the intellectual property. The policy will encourage an environment of innovation leading to IP in Jamia Hamdard. This will be useful in public at large, Jamia Hamdard and innovators involved in the IP exercise.

All potential innovators who participate in a sponsored research project and/or make use of Jamia Hamdard supported resources should know about this policy document and shall accept the principles of ownership of intellectual property as stated in this policy unless an exception is approved in writing by the Jamia Hamdard.

2. OBJECTIVES OF INTELLECTUAL PROPERTY POLICY ARE TO

- a. develop the environment of freedom, for research & development, the discovery of new knowledge & innovation, in order to achieve the educational mission of Jamia Hamdard.
- b. set up and maintain IP Management Cell so that services are provided to the researchers, Faculty members, students for effective commercial utilization of intellectual property generated at Jamia Hamdard in the interests of all concerned, and to oversee the fair distribution of the returns accruing as an outcome of the patent in accordance with this policy and its amendments.
- c. promote safeguarding of the intellectual property interests of all those who are involved in the creation of intellectual property at Jamia Hamdard.
- d. make policy document available to conduct the dissemination of the Jamia Hamdard's IP for commercial use, so that public can be benefitted at large while safeguarding the interests of the innovators/applicants of IP, and to generates revenue for the Jamia Hamdard and the innovators.
- e. provide legal support to the Jamia Hamdard deems necessary to defend and protect the interests of the Jamia Hamdard and innovators of intellectual property against unauthorized use of such property.

3. INTELLECTUAL PROPERTY ADMINISTRATION

a. Disclosure:

When the innovators believe that they have generated patentable or commercializable IP using Jamia Hamdard-supported resources including plant material and micro organisms, they shall report it in writing along with relevant documents, data and information, to the IP Management Cell of Jamia Hamdard. The information shall constitute a full and complete disclosure of the nature, particulars and other details of the intellectual property and identification of all persons who constitute 'the innovators' of the property. Where there are different innovators that make up a system, the individual innovators and their contributions must be identified.

Having made the disclosure, the innovators shall maintain confidentiality i.e., refrain from disclosing the details, unless authorized in writing by the Jamia Hamdard or until Jamia Hamdard has assessed the possibility of commercialization of the intellectual property.

b. Evaluation of disclosure:

The Jamia Hamdard's IP Advisory committee will evaluate the disclosure made by the innovators on the prescribed Forms, determine whether there is a good prima facie case for believing that the intellectual property is commercializable, and examine any other relevant information and applicable commitments. Jamia Hamdard will determine which of the following conditions apply:

The Jamia Hamdard is unwilling to commercialize the intellectual property: In this case the Jamia Hamdard will merely record the fact of the creation of the intellectual property without prejudice to the rights of the innovators, and hold all information communicated in this regard by the innovators secret and confidential.

The Jamia Hamdard wishes to own and commercialize the intellectual property: In this case, the Jamia Hamdard will take steps to commercialize the property through patenting or confidentiality. Where a patent is applied, the innovators shall agree to maintain all relevant details of the intellectual property secret and confidential until the patent is sealed. In the case of protection through confidentiality the same information will be kept secret and confidential as long as the intellectual property has commercial value. The innovators shall furnish such additional information and execute such documents from time to time as may be reasonably requested for effective protection and maintenance of proprietary rights of the Jamia Hamdard in the intellectual property.

c. Acknowledgement:

The innovators of Jamia Hamdard-owned intellectual property shall retain their moral right to be identified as such unless they specifically waive this right in writing.

d. Commercialization:

All expenses for obtaining and maintaining statutory rights in Jamia Hamdard-owned intellectual property will be borne by the Jamia Hamdard. The Jamia Hamdard will take steps to commercialize all Jamia Hamdard-owned property in the manner below:

- The innovator discloses the nature and particulars of the intellectual property they have created to the Jamia Hamdard in the prescribed Forms.
- If the property is found to be assignable to the Jamia Hamdard and the Jamia Hamdard wishes to own the property, the Jamia Hamdard will file the patent, or proceeds directly for commercialization through confidentiality agreements with third parties, whichever is practicable.
- In case intellectual property has been commercialized, the subsequent cost of maintaining statutory protection will be met through receipts from the licensee. If the property has not been commercialized, all rights and responsibilities in it will revert to the innovators unless in the Jamia Hamdard's opinion it stands a good chance of being commercialized within the next year, in that case Jamia Hamdard opts to pay for another year of protection and retains the rights for the subsequent year.
- After the end of the third year, if the intellectual property is still not commercialized, all rights and responsibilities of the property will revert to the innovators, subject to any contractual agreements with a sponsor if any, and the Jamia Hamdard will no more be liable to pay for statutory protection of the property.

At any time during the above process, the Jamia Hamdard will have the right to revert the rights in the intellectual property to the innovators at a mutually agreeable date.

e. Informing innovators of decisions:

The innovators of Intellectual Property will be informed of progress regarding the decision of IP Advisory committee for filing of the patent, commercialization and/or disposition of the intellectual property by the Jamia Hamdard. The Jamia Hamdard and the innovators shall maintain complete transparency in sharing information at all stages of the process. The innovators shall keep the Jamia Hamdard informed of updates or development of the intellectual property which lead to tangible effects on the property.

f. Statement by innovators

The innovators of intellectual property under the terms of this policy shall be required to determine and to state that to the best of their knowledge the intellectual property does not infringe any existing property.

In case an allegation is made regarding infringement by the innovators and the Advisory Committee of IP Management Cell of Jamia Hamdard finds prima facie that the innovators may have made false claims, the Jamia Hamdard will take immediate steps to dissociate itself from the said intellectual property. All agreements with innovators should indemnify the Jamia Hamdard against all damages arising out of such litigation.

g. Jamia Hamdard Intellectual Property Advisory Committee:

The Committee will administer intellectual property policy and such other relevant matters as shall be determined from time to time. In particular the Committee will decide in cases where

- the issue is in doubt whether the use of a particular resource constitutes Jamia Hamdard-supported resources
- innovators are found to have made false claims
- there is a dispute involving sponsored research
- there is a disputes arise regarding the continued extension of statutory protection to technologies assigned to the Jamia Hamdard and yet to be commercialized

- there is a complaint or question regarding the matters addressed in this policy, its implementation or interpretation.

h. Authority of Contracts.

All Commitments, Agreements, Memoranda of Understanding etc. relating to commercialization or exploitation of Jamia Hamdard-owned intellectual property will be granted in the name of the Jamia Hamdard.

i. First-refusal option for sponsors.

Unless the Jamia Hamdard decides otherwise on the merits of the case, agreements governing sponsored research shall provide that all intellectual property developed as a result of the sponsored research project shall belong to the Jamia Hamdard. When the innovator discloses the generation of such intellectual property to the Jamia Hamdard, the sponsor will receive first refusal on an option to license the resulting intellectual property on terms to be negotiated on a case-by-case basis. The sponsor has to either accept or refuse its first-refusal option within 90 days of the date of offer of the option by the Jamia Hamdard to the sponsor. If the Jamia Hamdard finds that the sponsor has not taken steps to commercialize the property within one year of acceptance of the option, the Jamia Hamdard will be free to revoke the license. Confidentiality agreements will continue to apply in that event. The Jamia Hamdard may at its own discretion contract with sponsors to allow them specific rights, whether exclusive or non-exclusive, in the intellectual property whose creation they sponsor, if in the Jamia Hamdard's opinion the granting of such rights will facilitate the commercialization of the intellectual property.

In all cases the terms of licenses or assignment shall be determined through negotiation between the sponsor and the Jamia Hamdard once the sponsor agrees to exercise his or her licensing option. Considerations that must be taken into account are:

- the nature and application of the intellectual property
- the relative contributions of the Jamia Hamdard and the sponsor to resources involved in its creation
- the Jamia Hamdard's opinion on the best way to commercialize the intellectual property. If the sponsor refuses to exercise his or her first-refusal licensing option, the Jamia Hamdard will proceed to commercialize the intellectual property as it deems fit.

4. OWNERSHIP OF INTELLECTUAL PROPERTY

The Jamia Hamdard will own the rights of such intellectual property as is created by innovators

- through the use of Jamia Hamdard-supported resources and which is in the opinion of the Jamia Hamdard commercializable by the Jamia Hamdard, and
- intellectual property created through sponsored research where the sponsoring agency does not claim intellectual property rights.

5. Sharing of Receipts etc.

Any type of payment received from the commercialization of Jamia Hamdard-owned intellectual property will be shared between the Jamia Hamdard and the innovator as per the guidelines for accepting consultancy, assignment etc. approved in the XXX meeting of the

Finance committee The innovator may be allowed to retain the proceed up to 30% of their basic pay in a year and the share of supporting non-technical staff should be proportionate to their salary. If proceeds received in any year is in excess of the 30% ceiling limit the excess should be shared by the Faculty members and Jamia Hamdard in the proportion of 75 and 25 respectively of the proceeds. Out of the total receipt to the University 10% should be the share for the department from where the IP has been generated in order to maintain the upkeep, repair of equipments, holding seminar/workshop, purchase of minor equipments, chemicals or glassware, 10% to IP Management Cell, and Welfare Fund 2% as per the Jamia Hamdard norms.

The sharing of receipt realised from licensing of Intellectual Property is also applicable to Consultancy fees as well.

In the event of any legal action/dispute necessitating refund/payment of monies/fees to the client, the amount paid to the staff is recoverable;

6. CONFIDENTIALITY REQUIREMENTS

The innovators involved in the development of Jamia Hamdard-owned intellectual property should maintain strict confidentiality in dealing with all relevant information relating to the intellectual property concerned.

The following guidelines should be followed when dealing with confidential information in the context of third parties such as commercial organizations:

- a. When a third party is interested in commercializing an item of intellectual property on offer after inspecting the relevant Technology Profile, they may apply for transfer of the technology. They will be required to demonstrate their capacity to commercialize the technology to the Jamia Hamdard's satisfaction. The Jamia Hamdard will then require the third party to sign contractual confidentiality or secrecy agreements undertaking to maintain the confidentiality of all information disclosed, before any further disclosure is made.
- b. Third parties must obtain express authorization in writing from the Jamia Hamdard to commercialize/exploit the intellectual property. Confidentiality agreements will continue in force even if the commercialization process is aborted at any stage. However, it is recommended that no disclosure should be made if there is any doubt as to the outcome of the commercialization process.
- c. Access to areas where Jamia Hamdard-owned intellectual property including confidential information is made available, seen or used, and to confidential documents, records, etc. is to be limited only to those who are innovators or are bound by confidentiality agreements.
- d. Innovators and/or Jamia Hamdard personnel must take care not to disclose confidential details of Jamia Hamdard-owned intellectual property in their publications, speeches, or other communications.

8. RIGHT TO REGULATE IP POLICY OF JAMIA HAMDARD

The Advisory Committee of IP Management Cell of Jamia Hamdard shall have the responsibility for interpreting the policy, resolving disputes concerning the interpretation and application of the policy and recommending changes to the policy from time to time as experience suggests the desirability of such changes.