



IPR Policy BML Munjal University, Gurugram

Note: This policy supersedes the previous version of IPR Policy which was approved in 09th meeting of Academic Council; January 18, 2019.



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1. Preface

1.1 Context and Institution Mission

- 1.1.1** The BML Munjal University (“Institution”/“University”) seeks to transform higher education in India by creating a world class innovative teaching and research environment. The University being a responsible academic and research driven institution recognizes the importance of intellectual property rights, their protection and commercialization and wishes to contribute to the socio-economic development of the nation by fostering innovation and creativity.
- 1.1.2** The Institution is committed to ensuring that Intellectual Property (IP) emanating from its research/teaching activities is used in support of the objectives set out in its charter documents and in accordance with its legal obligations for the benefit of the Institution, the Creators, and most importantly society-at-large.

1.2 Purpose of the IP Policy

- 1.2.1 Promotion of IP utilization.** The intent of this IP Policy is to facilitate the widespread use of and access to the Institution’s IP through various means.
- 1.2.2 IP management.** The IP Policy seeks to set the framework for the translation of the IP arising from the Institution’s research into products, services and processes. It encourages Staff Members, Students and Visitors to become Creators and to identify IP with potential commercial value. It also establishes clear rules and procedures for the management and Commercialization of such IP generated at the Institution.
- 1.2.3 Local development.** The Institution encourages Research that responds to the local, regional and national needs.

2 Definitions

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

- 2.1 Appointment.** A formal agreement for a Visitor at the Institution, which is a prerequisite to participate in or conduct Research, scholarship, creative work, or teaching at the Institution.
- 2.2 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.



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- 2.3 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.
- 2.4 Commercialization.** Any form of utilisation 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.
- 2.5 Commercialization Entity.** A company that has access to the IP of the Institution, through any one or more of the available Commercialization modes, to produce new products, processes or services.
- 2.6 Conflict of Interest (COI).** Any situation in which real or perceived interests of an individual Staff Member, Visitor or Student may run counter to the interests of the Institution or negatively affect their employment or duties.
- 2.7 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.
- 2.8 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.
- 2.9 Institution IP.** IP owned or co-owned by the Institution.
- 2.10 Intellectual Property (IP).** All outputs of creative endeavour in any field at the Institution for which legal rights may be obtained or enforced pursuant to the law. IP may include:
- literary works, including publications in respect of Research results, and associated materials, including drafts, data sets and laboratory notebooks;
 - teaching and learning materials;
 - 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;
 - databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
 - patentable and non-patentable technical information;
 - designs including industrial designs and layout designs (topographies) of integrated circuits;



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- h) new plant varieties (i.e. plant varieties which are novel, distinct and shows uniform and stable characteristics).and related information;
- i) trade secrets;
- j) trade marks, service marks, device marks, logos, taglines and slogan;
- k) know-how, information and data associated with the above;
- l) geographical indications ('GI') (i.e. signs used on products that have a specific geographical origin and possess qualities or a reputation that are due to that origin. In order to function as a GI, a sign must identify a product as originating in a given place.); and
- m) any other Institution-commissioned works not included above.

2.11 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 law.

2.12 IP Disclosure Form. The form to be completed by Creators and submitted to IPR Cell to document their creation.

2.13 IP Expenses. All expenses incurred by the Institution in the management and Commercialization of IP.

2.14 Research. Any 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.

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

2.16 Research Project. Any project that forms the basis of Research undertaken by the Institution and includes projects undertaken by a Student, under the supervision of a Staff Member or a Visitor, as part of a research degree program.

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

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

2.19 Trade Secret. Confidential information not publicly available that has commercial value because of its confidential nature.



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2.20 Visitor. Any person who is neither a Staff Member nor a Student of the Institution who engages in work at the Institution, including visiting professors, adjunct and conjoint professors, teachers, researchers, scholars and volunteers; and who enters into an Appointment agreement with the Institution. For avoidance of doubt it is clarified that such person be considered a Visitor under this Policy, only until the termination or expiration of the Appointment agreement, unless the relevant agreement provides otherwise.

3 Scope of The Policy

- 3.1 IP.** This Policy applies to all IP generated at the Institution, in particular by Staff Members, Students and the Visitors and Commercialization thereof, including Commercialization of IP undertaken by entities registered with Institution's incubator "Propel".
- 3.2 Background IP.** Upon commencing employment, enrolment or an Appointment, Staff Members, Students and Visitors must declare any existing IP they wish to exclude from the application of this Policy due to creation prior to their employment, enrolment or Appointment at the Institution.
- 3.3 Applicability.** This Policy applies to all Staff Members, Students and Visitors of the Institution. Rights and obligations under this Policy shall survive any termination of employment, enrolment or Appointment at the Institution.
- 3.4 Binding effect of the Policy.** This Policy constitutes an understanding that is binding on the Institution, Staff Members, Students and Visitors.

4 Governance and Operation

4.1 IPR Cell

- 4.1.1 Purpose.** The Institution shall establish an IPR Cell to oversee the implementation and evolution of this Policy.
- 4.1.2 Composition.** The IPR Cell shall consist of the Intellectual Property Screening Committee ('IPSC') and the Intellectual Property Working Committee ('IPWC').
- (i) IPSC shall be chaired by the Vice Chancellor of the Institution and shall consist of:
- a) Dean, SOET;
 - b) IP Cell Head/Coordinator appointed by the Institution; and
 - c) Industry IP Attorney (consultants to Institute).



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- (ii) IPWC shall be chaired by the IP Cell Head/Coordinator of the Institution and shall consist of:
 - a) IP Cell Secretary;
 - b) 4 Faculty members, preferably from different schools;
 - c) 4 Students; and
 - d) 1 Industry IP Attorney (consultants to the Institute).

4.1.3 Responsibilities

- (i) The IPSC shall be responsible for:
 - a) Approval for this Policy and any amendments thereto;
 - b) Mediation or resolution of any disputes arising in relation to the matters governed by this Policy which cannot be resolved by the IPWC;
 - c) Making the final determination as to Commercialization of Intellectual Property upon a request from the Technology Commercialization Office.
 - d) Taking all other important decisions in relation to IP and IP related policies of the Institution
- (ii) The IPWC shall be responsible for:
 - a) Implementation of this Policy;
 - b) Review and screening of all disclosures made by the Staff Members, Students and Visitors;
 - c) Identification of Institution IP;
 - d) Initiating the steps for protection of Institution IP including preparation of all relevant documentation and obtaining the necessary consents/ approvals from the relevant Creator(s);
 - e) Prosecution and maintenance of all registrations and applications for registration of Institution IP;
 - f) Initiation of the Commercialization process *inter alia* by forwarding relating intellectual property applications to the TCO;
 - g) Promoting and fostering an environment for innovation by various members of the Institution;
 - h) Resolution of any disputes relating to matters arising under the IPR Policy.

4.2 Technology Commercialization Office:

- 4.2.1 Purpose:** The main purposes of the Technology Commercialization Office (TCO) are (a) to promote commercialization of the Intellectual Property developed at the Institution, with a view to benefiting the society at large; and (b) to provide an additional source of income to the relevant Creators as well as to support research and development at the Institution. The TCO will work with the Creators at the Institution as well with the industry in a manner which is conducive to the normal flow of technical and academic information through publications, conferences and consulting.



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4.2.2 Composition:

- (i) The TCO shall be chaired by the IP Cell Head/Coordinator and shall comprise of such members as appointed by the University.
- (ii) A team shall be maintained within the TCO in order to assist the Staff Members and Students with launching start-ups based on IP generated in the Institution. The said team shall comprise of:
 - a) Dean, School of Engineering & Technology;
 - b) Director, Institute Innovation and Entrepreneurship;
 - c) IP Cell Head/Coordinator;
 - d) One member of the IPWC;
 - e) One member of the TCO;
 - f) Creator/s of start-up/s;
 - g) Creator/s of IP;
 - h) Any member as required on a case-to-case basis, after approval from Dean/VC.

Please refer to the Institute's Innovation and Start-Up Policy for further details on the working of the start-up team.

4.2.3 Functions and responsibilities: The key functions of the TCO include:

- (i) Identifying IP, technology and know-how developed at the Institution, which has potential for commercialization and licensing;
- (ii) Commercialization of IP developed at the Institution *inter alia* through licensing or transfer of the relevant IP;
- (iii) Facilitating the efficient transfer of the IP developed to the private and/or public sector in support of the public interest;
- (iv) Networking and developing connections with the industry and finding suitable industry parties, *inter alia* through alumni as well as external agencies;
- (v) To attract resources and funding to support research programs at the Institution;
- (vi) To make further rules and procedures to facilitate technology commercialization and compliance with this Policy;
- (vii) Build and maintain a "technology finder" search platform for potential licensees to identify the technologies and know-how available at the Institution for licensing and commercialization.
- (viii) To identify and sign agreements with third party organizations which will collaborate with BMU to commercialize the IP.



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5 Ownership of IP And Rights of Use

5.1 IP Created by Staff Members

- 5.1.1 Institution ownership.** The Institution will own all IP created by a Staff Member:
- a) in the course and scope of his/her employment; or
 - b) making substantial use of the Institution's resources.
- Staff Member shall assign all their rights, title and interest in such IP to the Institution. In all other situations i.e. those not covered by (a) or (b) above, the IP created by a Staff Member shall be owned by such Staff Member.
- 5.1.2 IP emanating from Research Contracts.** The terms of the Research Contract will regulate ownership of IP created by Staff Members in the course of a Research Project that forms part of a Research Contract.
- 5.1.3 Appointment of Staff Members at another Institution.** 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 IP 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 Staff Member pursuant to such appointment, the Staff Member shall ensure that the Host Institution negotiates a suitable IP arrangement with the Institution.

5.2 IP Created by Students

- 5.2.1 Student ownership.** IP created by a Student:
- a) in the course of study at the Institution (including theses, dissertations and other Scholarly Works) as well as part of any Research Project; or
 - b) making substantial use of the Institution's resources,
- will be owned by the University. Student shall assign all their rights, title and interest in such IP to the Institution. In all other situations i.e. those not covered by (a) or (b) above, the IP created by a Student shall be owned by such Student.
- 5.2.2 Scholarships.** An external party that grants a 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.



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5.3 IP Created by Visitors

5.3.1 Institution ownership. Unless otherwise agreed to in writing by the Institution and the Visitor's home institution prior to the tenure at the Institution, Institution shall own, and the Visitors shall assign to the Institution, any IP:

- a) created in the course and scope of their Appointment at the Institution; or
- b) created by making substantial use of the Institution's resources.

5.3.2 Institution IP. On departure from the Institution, a Visitor must sign and submit to the IPR Cell an IP Disclosure form disclosing any IP created whilst at the Institution.

5.4 Course Materials

5.4.1 Institution ownership. The Institution will own the IP in Course Materials created by a Staff Member or a Visitor.

5.4.2 Licensed by the Institution. The Institution grants the Creators of Course Materials a royalty-free, non-exclusive licence to use the Course Materials created by them for teaching and research.

5.5 Copyright and Software

5.5.1 Institution ownership. The ownership of copyright in all materials including without limitation, computer software, computer database, term papers, teaching material, laboratory records and technical reports, created by Staff Members, Students and Visitors, which fulfils the conditions mentioned in the preceding sections, shall vest with the Institution, unless explicitly stated otherwise in this Policy or an agreement.

5.5.2 Books & Publications. The Institution shall not claim ownership of copyright on books and publications authored by Staff Members, Students and Visitors. However, such cases, the Institution will be entitled to a non-exclusive, non-transferable license to use the work within the Institution for non-commercial, educational and research purposes, or to possess a limited number of copies for such purposes, whichever is relevant.

5.5.3 Copyright Notice. Where the Institution is the owner of the copyrightable work, the following notice must be included: "Copyright © [year] BML Munjal University. All Rights Reserved".



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- 5.5.4 Use of third-party software.** The Institution expects its Staff Members, Students and Visitors to understand and abide by the terms of any third party software licenses granted to the Institution including licenses granted for education and research purposes. Certain licenses have restrictions on IP protection and/or commercial use, including on use of any derivative IP created using the software. Accordingly, it should be ensured that the necessary consents/ approvals are obtained from the owner of such third party software, prior to initiating any process for protection or commercialization of any IP developed using such software.
- 5.5.5 Use of third-party material.** Staff Members, Students and Visitors should ensure in case they use or refer to an already published or non-published work (whether digital or in physical form), in their thesis, term papers, publications or any other works, the original source, should be rightfully and accurately attributed or referenced in their work. Further, Staff Members, Students and Visitors should not use copyrighted materials in their thesis, publications and any other works, without obtaining required permissions/ licences from the author/ owner of such works, unless the usage constitutes “fair dealing” under the Indian Copyright Act, 1957.
- 5.5.6 Recognition.** The Institution undertakes to respect and protect the moral rights which copyright law confers on Authors of copyright works.
- 5.5.7 Moral Rights.** The Institution acknowledges that moral rights vest in Authors of copyright works irrespective of the copyright ownership thereof and include:
- 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
 - c) the right of integrity of authorship in respect of the copyright works.
- 5.5.8 No waiver.** The Institution will not require Staff Members, Students or Visitors to waive their moral rights as a condition of employment, enrolment, appointment or funding.

5.6 Public Domain

Release into the public domain. The Institution 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 Institution.



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5.7 Trade-Mark

The ownership of the name “BML MUNJAL University” and the logo (and all variations or parts thereof) (hereinafter “**Institution Trademarks**”) shall vest solely with the Institution. The Institution Trademarks shall not be used on any of the private communication of any of the Staff Members, Students and Visitors.

The usage of the Institution Trademarks is permitted in relation to official activities that are conducted by officially recognized bodies of the Institution, web pages hosted on the Institution’s websites, project websites, reports in which the Institution is a project member and student theses. The Institution Trademarks cannot be used for any other activity without due approval from the IPR Cell of the Institution

Any trademarks/ services marks developed or adopted relating to products and services involving Institution IP (including in relation to any start-up) will be owned exclusively by the Institution, unless there is an agreement to the contrary.

5.8 Layout designs (topographies) of integrated circuits

The ownership over layout designs of integrated circuits, with the utilization of resources of the Institution, shall be governed by the terms of this Policy. If the Institution determines that the semiconductor integrated circuit layout design was created by a Creator(s) on his/her own time and unrelated to his/her responsibilities towards the Institution and was conceived or reduced to practice without the use of resources of the Institution, then the ownership of semiconductor integrated circuit layout design shall vest with the individual(s).

To determine the ownership of integrated circuit layouts, formed or created during the progression of a sponsored or collaborative research specific provisions related to IP made in contracts governing the collaborative activities, should be referred along with this Policy

5.9 Industrial designs

The ownership of any industrial designs created with the utilization of resources of the Institution, shall be governed by the terms of this Policy. The ownership of the industrial designs shall vest with the Creator(s) only if the Institution determines that the industrial design was created by a Creator(s) (a) on his/her own time; (b) is unrelated to his/her responsibilities towards the Institution; and (c) was conceived or reduced to practice without the use of resources of the Institution.

The ownership of any industrial designs, formed or created during the progression of a sponsored or collaborative research, shall be determined in accordance with the specific IP ownership related provisions incorporated in the contracts governing the collaborative activities, in addition to the provisions of this Policy.



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5.10 Use of Intellectual Property owned by a third party

The Staff Members, Students or Visitors shall make use of third party owned Intellectual Property inter alia for the purposes of any work or projects of the Institution, only after obtaining the due permission/license from the owner of the Intellectual Property.

5.11 Open-Source IP

If the Creator of any copyrightable work developed during his/her engagement with the Institution, wishes to make it an open source work, the Creator must make an application in the prescribed form to the IPR Cell in relation to the same. The IPR Cell in consultation with the Creator, shall then decide upon the distribution and licensing schemes which will govern the use of the copyrightable work. In case of disagreements between the IPR Cell and the Creator of the copyrightable work, the matter will be referred to the Chancellor of the Institution, whose decision will be final and binding.

5.12 Adherence to Biodiversity laws

To the extent that any IP developed by the Creator is based on any research or information on a biological resource obtained from India, the Creator should furnish complete details of such research or information relating to the biological resource to the IPR Cell and should ensure that necessary permissions/ approvals under the Biodiversity laws are duly obtained.

6. Publication, Non-Disclosure and Trade Secrets

- 6.1 Right of publication.** The Institution encourages and supports the right of Creators to decide if and when to publish their Research results, subject to the Institution having approved the same and considered the need to file any applications for registration of IP in such Research results.
- 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 rights. Therefore, they are required to identify any protectable IP as early as possible, consult with IPR Cell before making any public disclosure.
- 6.3 Trade Secrets.** The Institution may designate certain confidential information as a Trade Secret, owned by the Institution. 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.



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7. Research Contracts

- 7.1 Authority.** Staff Members, Students and Visitors shall not have the right to enter into a Research Contract with external parties on behalf of the Institution unless they are specifically authorized in writing to do so by an official representative of the Institution.
- 7.2 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 Institution's IP. Before signing, the full copy of the proposed Research Contract and other legal statements concerning the Institution's IP, the same shall be submitted to IPR Cell for advice and approval.
- 7.3 Exceptions to the Policy.** In certain cases, it may be necessary and/or beneficial to the Institution 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 and the Vice Chancellor. The University Research Policy should also be referred and adhered to in case of all IP generated through institutional research.

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 Institution's applicable policy procedures and 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.
- 8.1.2 IP Disclosure.** Where a Creator identifies potential IP resulting from his/her Research, he/she shall disclose such potential IP to IPR Cell.
- 8.1.3 Complete disclosure.** Creators must provide to IPR Cell such full, complete and accurate information as IPR Cell may reasonably require to enable it to sufficiently assess the technical and related features and functions, ownership, commercial potential and IP protection that might be applicable to such IP.

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.



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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.

8.3. Determination as to IP Protection

8.3.1 Evaluation and recommendation. The IPWC will analyse the information disclosed in the IP Disclosure. The analysis will include: whether or not the subject matter is protectable as IP and determination of any rights of external parties, such as a funder or collaborator. After evaluation, IPWC will prepare a preliminary report with findings that enable the Institution to decide if it will proceed with IP protection. The preliminary report shall be shared with the Creator(s), for their input.

8.3.2 Decision to apply for protection of IP. Post receiving the preliminary report by the IPWC and the Creator's inputs thereon, the Institution will decide, as soon as reasonably practicable, whether or not it wishes to apply for statutory protection of the IP. IPWC will also make a determination 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.

8.3.3 Institution's obligation to notify Creators of its decision. The IPWC will notify the Creator(s) of the decision of whether the Institution will or will not pursue IP protection of their IP Disclosure. A flowchart depicting the IP filing procedure implemented by the Institution is set out in **Annexure A** hereto.

8.4. Institution Elects not to Apply for Protection of IP

8.4.1 IP not applied for protection. The Institution reserves the right not to apply for protection of IP that it owns if, after consultation with the Creators, it determines that:

- a) the IP is not eligible for protection under the relevant statutes;
- 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 Transfer of Ownership. In the event the Institution decides not to pursue IP protection, it will take steps to return said IP to the Creator(s), 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 creation and/or protection of such IP; and/or



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- b) that the Institution be granted a non-exclusive, royalty-free licence to use the IP for Research and teaching purposes; and/or
- c) that the Institution receives a certain agreed percentage of the revenues made by the Creator(s) from Commercialization of the IP.

8.5 IP Infringement

If any Staff Member, Student or Visitor becomes aware of any actual or threatened infringement and/or any other misuse of Institution IP (or any part thereof), such Staff Member, Student or Visitor shall immediately inform the IPR Cell of the same and shall not take any action against such infringement or misuse on their own accord. The IPR Cell shall have the right to determine the measures and actions, if any, to be taken against such misuse. The Staff Members, Students or Visitors specifically those involved in creation of the relevant IP shall fully co-operate with Institution in taking any such measures, as may be determined by the IPR Cell.

9. Commercialization Of IP

9.1 Determination of the Commercialization Strategy. The Institution (through TCO) will determine, with input from the Creators, the economic viability and marketability of the IP and the most appropriate Commercialization strategy. A flowchart depicting the procedure implemented by the TCO in this regard is set out in **Annexure B** hereto. Please also refer to the Institution's Technology Commercialization and Licensing Policy for details on the commercialization policies and procedures following by the Institution.

9.2 Assistance to TCO. Creators of IP which has been selected for IP protection by the Institution must provide the TCO 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.

9.3 Sovereignty and Cooperation. The Institution shall have the sole discretion regarding the Commercialization of IP owned by it. Notwithstanding, the Institution 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 Institution IP will be planned, executed, and monitored by the TCO.

9.4 Commercialization Pathways. Modes of IP Commercialization may include:

- a) license, either exclusive or non-exclusive, and variations thereof;
- b) assignment (sale);
- c) formation of a Commercialization Entity e.g. start-ups to which the IP is licensed or assigned in terms of this Policy;
- d) non-profit use or donation;



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- e) joint ventures;
- f) royalty free access on humanitarian or other grounds; or
- g) various combinations of the above.

9.5 Start-Up & Incubation. The Institution lays significant emphasis on entrepreneurship promotion and seeks to facilitate the development of an entrepreneurial ecosystem. Guidance in this regard has also been provided under the National Innovation and Start-Up Policy 2019. To that end, the Institution is developing and implementing an innovation and entrepreneurship strategy; and policy in order to integrate entrepreneurial activities across various centres, departments, faculties, within the Institution and also plans to develop effective product to market strategies for start-ups on a case to case basis.

Further, in order to encourage and promote start-up ventures, the Institution has set up its incubator, “Propel”. Propel would provide the support to start-up ventures from ideation till scale-up as per the terms of the Incubation Policy. The Incubation Policy and the Innovation & Start-up Policy *inter alia* provide for access to Institute’s IP to such start-up entities on certain favourable terms for a limited period, to ease the financial burden on the start-up ventures during the initial phases. Accordingly, in addition to this Policy, University’s Innovation & Start-up Policy and Incubation Policy shall be adhered to in case of Commercialization of IP through start-ups registered with Propel.

10. Incentives and Distribution of Revenues

10.1 The Institution’s Incentive Structure

Purpose and scope. A Creator may receive incentives from each IP they created/enabled which is Commercialized by the Institution.

10.2 Sharing of Revenues

10.2.1 Revenue Sharing. The sharing of revenues between the Institute and the Creator(s) shall be governed by the following:

- a) Revenue sharing will be decided on case by case basis by the University;
- b) For all IP works Commercialized by the Institution under this Policy a 60:40 ratio will be used for revenue sharing, with 60% being in favour of the Creator(s) and 40% in favour of the Institute, after deducting and reimbursing to the Institute expenses involved in IP protection and Commercialization. However, in order to provide an initial impetus to the creation of IP at the Institution, for the first ten (10) IP works Commercialized by the Institution under this Policy, a 70:30 ratio will be used for revenue sharing, with 70% being in favour of the Creator(s) and 30% to the Institute, after deducting and reimbursing to the Institute expenses involved in IP protection and Commercialization.



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- c) Cessation of employment either by resignation, retirement, or completion of project/ course, under normal circumstances, will not affect an individual's right to receive a share of "Royalty(ies)", provided the IP/revenue was generated during the due course of their employment or association with the Institute. Such cessation shall not also absolve the Institute from the obligation towards confidentiality or the procurement/registration of IP in so far as executing necessary documents and/or assisting attorneys of the Institute towards the objectives of the Institute are concerned;
- d) In the case of the death of the Creator(s), any due share of the revenue will be paid to the legal representatives of the deceased.

10.2.2 Disputes. In the event of a dispute or uncertainty regarding the Creators'/Enablers' share of the Revenue from a specific IP, the issue shall be brought for resolution to the IPR Cell.

10.2.3 Payment. Payment to the Creators will be made by the Institution on a periodic basis as agreed in writing, but no later than twelve months after receipt of the Revenue by the Institution.

10.2.4 Taxes. Payments made as per 10.2.3 are subject to taxes.

10.2.5 Banking details. The onus is upon each Creator(s) to ensure that the Institution has their current banking details for the 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 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 Institution will not have any further obligation or liability in respect of such payment, which will be deemed to have been duly and properly made.

11. IP Portfolio Maintenance

11.1 Recording and monitoring. IPR Cell or an external entity designated by the IPR Cell shall maintain records of the Institution'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. The Finance and Accounting department of the Institution shall maintain income/expense accounting records in relation to each IP, based on information received from the IPR Cell, so that revenue sharing allocations can be calculated.



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12. Conflicts of Interest and Conflicts of Commitment

- 12.1 Commitment to the Institution.** Staff Members' and Visitors' primary commitment of time and intellectual contributions should be to the education, research and academic programs of the Institution.
- 12.2 Best Interests of the Institution.** Staff Members and Visitors have a primary professional obligation to act in the best interests of the Institution; they should avoid situations where external interests could significantly and negatively affect their work ethic and research integrity.
- 12.3 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. 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.
- 12.4 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 IPR Cell. The IPR Cell will be responsible for resolving the conflict or reaching a solution satisfactory to all parties concerned.
- 12.5 Sabbatical, Deputation or Lien of Staff Members.** All Staff Members working offsite or outside of the Institution including during their sabbatical, deputation or lien, shall ensure that such work does not conflict with their obligations and commitments to the Institution. Each Staff Member will be required to ensure that their agreements with any third party do not conflict with their agreements with the Institute or this Policy. The IPR Cell shall be entitled to review any such agreements between the Staff Members and the third parties and suggest amendments/ changes to the agreements.

13. Dispute

- 13.1 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.
- 13.2 Dispute Resolution.**
- 13.2.1** 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.
- 13.2.2** If the matter cannot be resolved by the IP Committee within two months, then the dispute or question of interpretation must be referred to the IPSC for mediation.



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

14. Amendment

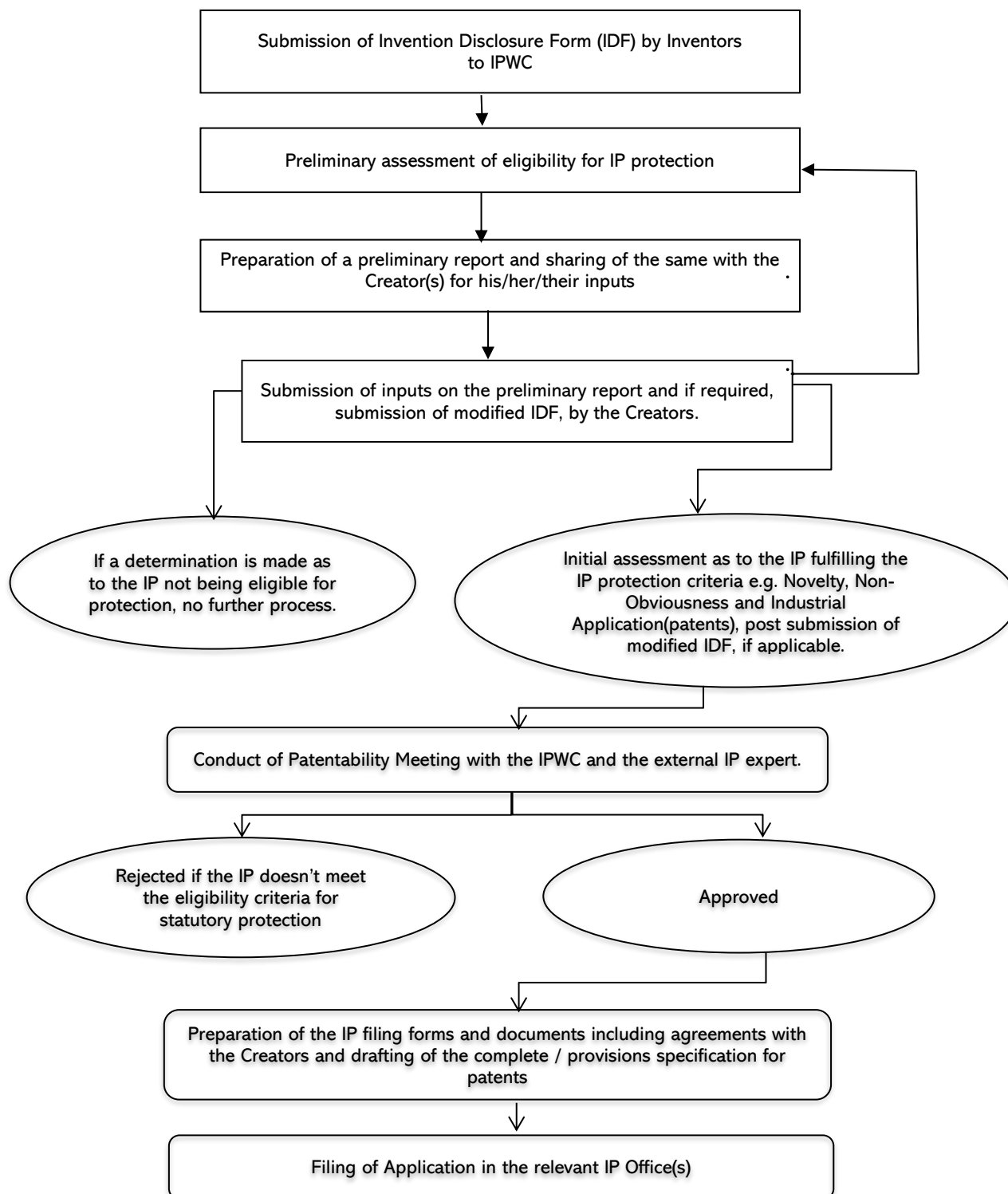
Revision. This Policy may be amended at any time by a decision of the IPSC of the IPR Cell. In such case:

- 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.



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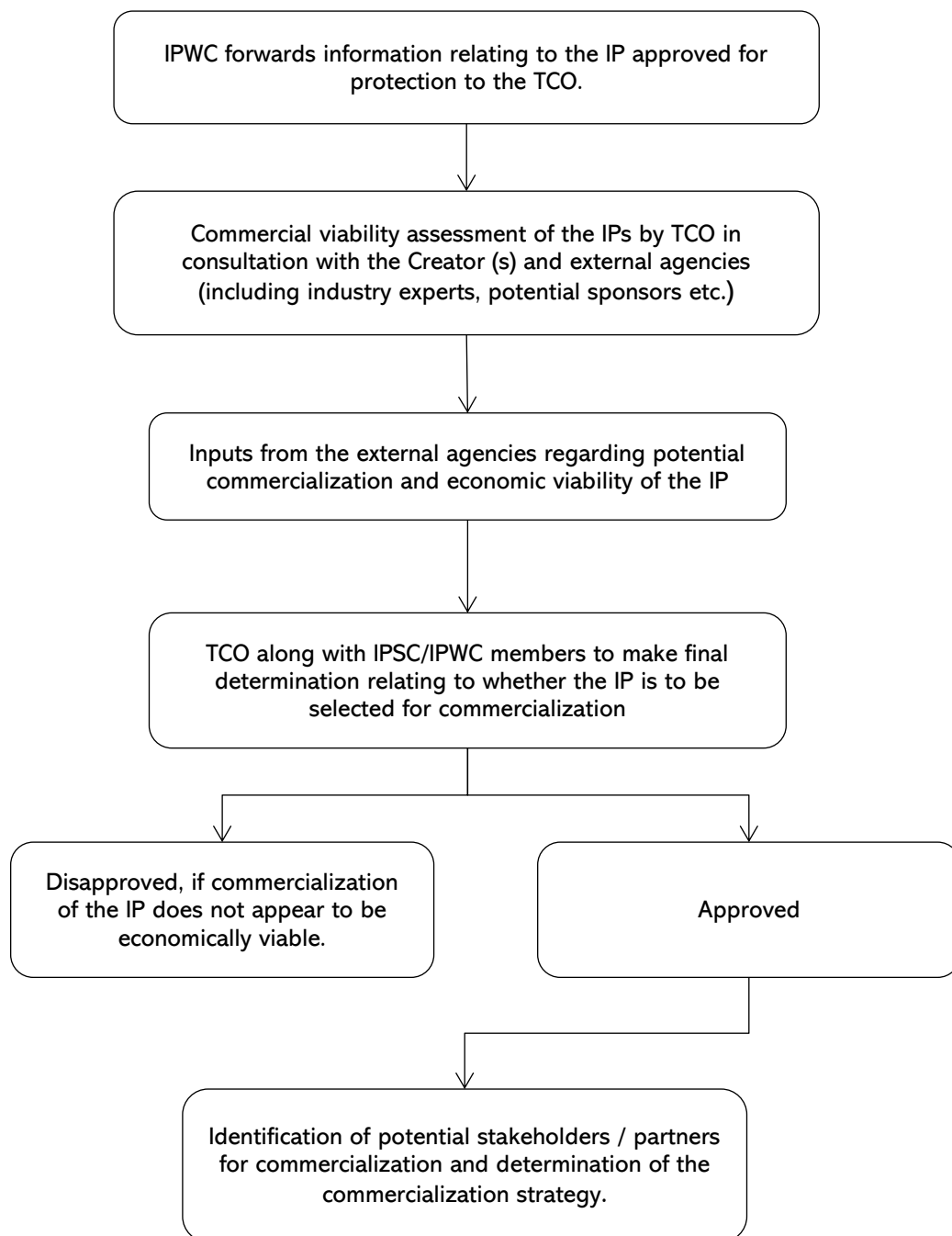
Annexure A: IP Filing Procedure for Staff Members, Students and Visitors



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Annexure B: Process for Commercialization



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