

MAHER/RESEARCH-04/2019

**MEENAKSHI ACADEMY OF HIGHER EDUCATION  
AND RESEARCH**  
**MAHER**

*(Deemed to be University)*

(Established under Section 3 of the UGC Act, 1956 vide Notification No.F.9-5/2002-U.3,dt 31.03.2004)



**IPR POLICY**

DATE	REVISION
26.06.2019	-

**No, 12, Vembuliamman Koil Street, West K. K. Nagar, Chennai-600 078.**

**Tamil Nadu, India.**

  
VICE CHANCELLOR  
Meenakshi Academy of Higher Education and Research  
(Deemed to be University),  
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### Revision details

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### **Institutional Vision Statement**

Excellence in Education and Healthcare to continuously upgrade exemplary standards in the quality education and teaching, training, research and extension.

### **Institutional Mission statement**

- To impart quality medical education;
- To spread knowledge and promote education in all fields viz., medical, dental, paramedical, engineering and arts and sciences etc.
- To serve the humanity with sincerity and dedication.

## **1. PRELIMINARY INFORMATION**

### **1.1 Short Title, Applicability and Commencement**

- a. This Policy shall be called, “**MAHER (Deemed to be University) IPR POLICY**”
- b. The Policy shall apply all across the Institution and its constituent colleges and to all full-time faculty members, research scholars, fellows, staff members and students of the MAHER.
- c. The Policy shall come into force from the date of approval of the document by the Board of Management of MAHER on 26.06.2019.

## **2. PREAMBLE**

The faculty members, staff, scholars, fellows and students at MAHER will follow the Intellectual Property Rights Policy of MAHER with regards to IPR. This policy holds good for all intellectual properties generated, including patents, copyrights, design registration and trademark (henceforth be referred to as intellectual property or inventions).

## **3. PURPOSE**

The purpose of this Intellectual Property Rights (IPR) Policy is to create a framework to provide guidelines towards creating and fostering an environment conducive for nurturing new research ideas, innovation, and collaborations between different forms of intellectual properties.

## **4. SCOPE**

- 4.1. Any novel / creative work resulting from research, innovation and teaching in any discipline are considered IP. It can also pertain to
  - a. course content created /published
  - b. procedure to synthesize a new material,
  - c. new product design or service,
  - d. a digital related innovation
  - e. books and published articles. Any novel / creative / original research paper, thesis, project report, notes, videos and documentary film, may also be considered IP

- 4.2. Protection of IP will encompass a copyright, patent or trademark registration depending upon the type of IP.

## **5. OBJECTIVES OF THE POLICY**

- The Objective of this policy is to draft guidelines for IPR policy rules, for all faculty members, staff, scholars, and students.
- Protection and preservation of the inventions and other intellectual property created at MAHER.
- To provide technical and legal support for IPR application filing.
- To draft clear guidelines for revenue sharing between MAHER and the inventor during technology transfer/commercialization of IP
- To provide a framework to settle any disputes / legal issues when multiple stakeholders are involved in an intellectual property creation.

## **6. DEFINITIONS**

- a. "The Institute" means MAHER.
- b. "Inventor" mean faculty members, PhD scholars and students employed/enrolled by the Institution. It also includes faculty members on contractual basis/adjunct faculty but working on full-time basis.
- c. "IP Rights" means ownership of IP by the Inventor of MAHER
- d. "IP produced" means IP created by an inventor during the inventor's regular service with the Institution.
- e. "Cooling period" refers to the one-year period immediately following termination of employment/studentship of the member.
- f. "Infrastructure and Support Services" means physical and academic infrastructure including various learning resources and support/admin services provided by MAHER.

## **7. POLICY PROCEDURE AND GUIDELINES**

- 7.1. One of MAHER's main goals is to deliver cutting edge research and motivate the faculty members, scholars and students to pursue research in order to bring out innovative, creative and original work. Thus, the need of the hour is to guide the inventors and protect the inventions by appropriate IP rules / policy.
- 7.2. This Policy is aimed at creating guidelines which will address various IP related issues that are likely to be faced by the inventors. The process of IP protection, licensing and guiding towards technology transfer on a later date will be addressed.
- 7.3. At MAHER, the policy does not deviate from the IPR laws and theory amendments of India, such as Trade and Merchandise Marks Act, 1958, Patent Act, 1970, Copy Rights Act, 1957 and Designs Act, 2000.
- 7.4. At MAHER, we take the initiative of awarding/recognition of faculty members for the good work done in IP creation as an inventor.

## **8. IP RIGHTS DETERMINATION**

### **8.1. Inventor's Published Materials**

8.1.1. The Inventors are encouraged to publish their original work in reputed journals, newspaper articles, online and social media platforms, conferences proceedings, and other forms of print media to gain recognition globally. The copyrights of such work will be owned by the publishers and MAHER will not seek to own rights to such IP. However, faculty members, students and scholars with affiliations to MAHER can claim the publications as part of research outcomes of the institute.

8.1.2. The inventors are to understand that a publication printed in a journal or presented/part of a conference proceedings, or of a book may jeopardize any effort later in filing a patent application. This decision shall rest with the Inventor.

### **8.2. Ownership of Thesis or Dissertation by PhD Scholar/Student**

The copyright to a thesis/dissertation of a student will be registered in the name of MAHER. If there is a product developed out of thesis, the ownership of

invention and later development into prototype or commercialization, the same shall be governed by the IPR policy clauses hereinafter stated in this document.

### 8.3. Ownership of Other Creative Work

8.3.1. Institute will not lay an IP claim on various other forms of creative works for which the copyright will either vest with the creator(s) or with the organization that publishes them. These may include but are not limited to social media posts, articles in magazines, blogs, newspaper articles, films, documentaries, music compositions etc.

8.3.2. Unless otherwise provided specifically or enabled/ commissioned by the Institute in the way of funds, ideas and other infrastructure and service support, in which case the Institute considers it essential to seek assignment of the copyright or such creative work/s.

### 8.4. IP Created by Faculty members, Staff, PhD Scholars, Fellows and Students

8.4.1. MAHER will seek to own, and thus also protect, all IP generated by its Inventors as part of their obligations to the Institute. This will be governed by the following conditions:

8.4.2. The Institute will neither seek to own, nor protect any IP generated by its Inventors which is devoid of any stated obligations to the Institute and also if such an Inventor had not used the Institute's infrastructure and support system including any form of financial assistance. IP generated by the faculty members from a project/product fully funded by the Institute will be registered in the name of the Institute.

### 8.5. IP Rights Determination when IP Created out of Research Collaboration

In the event of external collaborations leading to IP creation, the ownership of IP may be mutually decided and agreement signed between the parties well before the collaboration of the project is finalized, on a case-to-case basis.

### 8.6. Inventor creating IP while on short engagement with other institute/organization



In case, the origin was from the Inventor's parent institute with infrastructure or other support received from the institute in implicit or explicit form, the IP rights shall be co-shared by an agreement with the parent institute.

#### 8.7. IP Rights Determination when IP Created from Consulting Assignment

It is globally recognized that an IP created from a consulting assignment awarded to an Inventor by a Sponsor or Sponsoring organization, the IP rights are normally owned by the Sponsor or Sponsoring organization. However, when significant infrastructure and supporting systems/resource(s) of the institute are used in the project, or if the consultancy is only partly funded by sponsor, the Institute shall negotiate to claim co-ownership rights.

#### 8.8. IP Rights of Curriculum, Syllabus, Content, Design and Structure

8.8.1. Copyright of Program Curriculum and Course Syllabus, scheme, course design and structure, lab manual and course development for MOOCs, Manuals, contribution to policies and processes internally and nationally will be owned by the Institute.

8.8.2. However, copyright of all teaching-learning resources developed by member(s) for the classroom and for the LMS shall vest with the member(s). This includes lecture notes or videos, quizzes, home assignments, slides, tests, learning materials, etc.

#### 8.9. IP Created by Incubators

IP resulting out of Institute's incubators' initiatives such as by a Start-up, shall be substantially owned by the concerned start-up. If the Institute has largely funded the project, it may seek a part ownership as part of an agreement with the inventor (will be decided on a case-by-case basis).

#### 8.10. Access to all faculty members of the Institute

Free access is granted by MAHER to the inventors and other faculty members & staff members to all IPs that they own or co-own and has no objection to its use for the purpose of teaching-learning and advancing research at the institute.

## **9.0 PROTECTION OF IP RIGHTS**

- 9.1. Protecting IP rights must never be considered as good to have but be pursued relentlessly where it is felt that such a protection is critical to the institute. The Institute shall follow a well-defined process led by the Research wing so constituted for IP Protection rights. It will determine whether IP deserves to be protected by a patent or copyright, or trademark or design.
- 9.2. If MAHER decides to proceed with protection of IP, it would use expert resources and invest time, effort and funds and seek protection of IP within or outside India.
- 9.3. The Inventor will take due interest and provide all necessary details as well as consent to file an application and monitor progress of filing.
- 9.4. MAHER bears the complete patent application and filing cost thereby exempting the faculty members and students from the expenditure towards the same. Once a patent is granted, the institute will earmark funds for taking the patent to the next level of transfer of technology, incubation and commercialization. In case the institute does not see an invention feasible to proceed with protection, the inventor may do so by filing the patent or copyright registration at his/her own cost and claim full ownership of IP. The institute shall only seek the right for its members to use the IP for the purpose of teaching-learning and advancing research at the Institution.

## **10. SPECIAL RECOGNITIONS TO INVENTORS**

For the above purpose, MAHER has a policy for rewarding inventors. The details of the rewards/recognitions granted to the inventors by MAHER are governed by MAHER's Research Promotion Policy.

## **11. GRANT OF LICENCING FOR COMMERCIALIZATION**

- 11.1 The Committee for IP Rights of the institute will establish processes along with royalty payments or one-time outright transfer to a third party for commercialization or co-ownership or be a part of the team of the collaborator or any terms as may be legally essential to get the license transferred within the prevailing laws on the matter. An IP lawyer could be engaged for the purpose. The institute will protect its IP rights at all costs

and negotiate with the collaborator effectively to secure long-term benefits for the institute.

11.2. Co-owning of the IP Rights must be strongly pursued and protected. The rights for teaching, learning and advancing research must not be lost sight of.

## **12. TECHNOLOGY TRANSFER**

12.1 Technology transfer refers to the process of conveying information and results stemming from research in scientific and technological fields to the wider market and the society at large. It is an intricate part of the innovation process and is typically done after protecting the IPR. It is a formal transfer of IP or other rights for the purpose of usage and commercialization of an invention. It provides monetary benefits to the inventors, funding agencies and also the country. The most important aspect of technology transfer is an environment of entrepreneurship between the developers and the users of the technology or the researchers and the manufacturers.

12.2. MAHER will take responsibility for protecting the invention by IPR, finding the most suitable partner for licensing of the product followed by assisting in the pilot level and later large-scale manufacture of the product/ transfer of the process.

12.3. The marketing rights and the revenue generated will be shared by the inventors and the institute as per agreements between the involved members by signing of a memorandum of understanding on a case-to-case basis. The institute will also participate in renewal of the copyrights and patents after their expiry after taking the inventors' willingness into consideration.

## **13. MONITORING AND ACTION-TAKEN ON INFRINGEMENT OF IPR**

13.1 The Committee for IP Rights shall establish a mechanism to monitor infringement of IPR by another organization, and suitably respond to any infringement. A protocol is formed by the Committee to monitor the system and ensure smooth operation of mechanism so established.

13.2. The Committee for the IP Rights of the institute will monitor and respond in case a collaborator infringes on the Institution's rights in violation of the IPR.

13.3. The Committee for the IP Rights will ensure that its own faculty members, staff and students do not infringe upon IP rights co-owned with collaborators, or IP that is solely owned by third parties.

#### **14. SETTING UP OF IP RIGHTS COMMITTEE**

A Committee for enabling and protecting IP shall be established at the Institution level under the stewardship of the Director Research, with research heads of the constituent colleges and external IP legal advisor as its members. The committee shall meet as often as required to transact the IP initiatives and issues but at least twice annually; receive applications from potential inventors and perform initial screening for novelty and industrial application when requested by the inventors. The functions of the IP Rights Committee shall be to:

- Provide technical and legal support when required for the IPR application
- Help the inventor in filing the application at the appropriate office - Follow-up of the application till its final outcomes.
- Negotiate terms with potential buyers at the time of technology transfer or commercialization
- Protect IP rights of the institute and the inventor
- Collaborate for taking the award of patents to the fulfillment of its objective.
- Monitor violations of IP rights and take actions as deemed fit against the violators.
- Protect IP Rights of the partners and collaborators.
- Ensure no violations of IP rights by own faculty members, staff, students and scholars.
- To be a part of the settlement of dispute and resolution proceedings in case of any dispute arising out of violations.
- To organize IPR seminars and workshops to educate faculty members periodically.
- To advance creation of IP wealth in the Institute

## **15. LIABILITY OF MAHER**

Any violation of IP rights by the faculty members, PhD Scholars, Fellows and students or collaborators shall be strictly viewed by MAHER and necessary actions shall be taken.

## **16. POLICY GOVERNANCE**

The right to amend IPR policy as and when necessary will be held by the Board of Management of MAHER.

  
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