



# NEHRU GRAM BHARATI (DEEMED TO BE UNIVERSITY)

## KOTWA-JAMUNIPUR, DUBAWAL, PRAYAGRAJ

### **Research Promotion Policy**

NGB (Deemed to be University) has Departmental Research Committees (DRC's) as per whose recommendations Academic research Activities are regulated. The current document details Research Promotion Policy of our University to regulate various Research activities to facilitate and monitor overall research activities of all types of our University. The total R&D is organised into six categories:

- I. Academic Research
- II. Sponsored Research
- III. Extension and Extramural Centers
- IV. Centres of Excellence
- V. Consultancy
- VI. Intellectual Property Rights (IPR's) and Innovations Incubations Entrepreneurship (IIE's)

Each research area is monitored by each Faculty Dean who reports the progress and prospects to Dean (R&D) who is convener of the R&D Advisory Committee (RAC) chaired by the Vice Chancellor/Pro-Vice Chancellor. The Research Advisory Committee takes all strategic decisions, corrective actions, preparing, updating policies as per the UGC norms on the recommendations the of Internal Quality Assurance Cell (IQAC).

#### **I. ACADEMIC RESEARCH POLICY:**

- a. All newly appointed faculty shall register for doctoral program supervisorship within 6 months of his/her appointment.
- b. Faculty of each department shall conduct research in focused areas of research identified by Central Government, State Government, and University Research Advisory Committee (RAC)/IQAC in addition to research areas preferred by the faculty.
- c. Faculty publication in either WEB of science or SCOPUS indexed journals or UGC approved Journals under CARE (Currently about 500 in nos.) or in Journal of Nehru Gram Bharati (Deemed to be University) only are recognized for APAR (Annual Performance Appraisal Report) submitted by the Faculty members and for recognition of two research papers publications by Ph.D. students for Pre Submission Presentation (PSP) of Draft Thesis towards the award of Ph.D. Degree.
- d. All publications and research papers of faculty and Research Scholars have to go through plagiarism-check-up.
- e. As per the UGC approved API norms, the university has fixed the number of articles to be published by faculty of different cadres.
- f. NGB (Deemed to be University) promotes admission of post doctoral fellows in every focussed area of research.
- g. Non Ph.D. in-house Faculty members are given the option to pursue research work leading to a Ph.D. degree in our University with half fee ship.

#### **II. SPONSORED AND INTERNAL RESEARCH RELATED POLICIES:**

- a. Every doctorate faculty shall apply for a minimum of one Government

Funded/Corporate Funded Project every academic year.

- b. Every faculty shall apply for internal project with an aim to apply for external funding. The required seed money for internal projects is provided by the University Research Advisory Committee (RAC)/IQAC.
- c. The university shall provide the basic infrastructure required to conduct either internal funded or external funded research.
- d. All departments shall strive for recognition by National/International agencies through schemes/funding such as UGC-SAP, CAS, DST-FIST ,DBT, ICSSR and other similar recognitions by Government Agencies, Professional Bodies and Corporates etc..
- e. Faculties are encouraged to identify inter-disciplinary research in the areas identified by RAC or their chosen field of research.
- f. The faculty of all the departments of the university shall tie-up with industries, NGO's and corporate bodies to undertake funded research in emerging areas and industry/NGO's/Business relevant areas.
- g. The university shall create special research groups to concentrate research in government listed thrust areas/such areas identified by RAC/IQAC.
- h. All innovative projects of faculty are earmarked for filing patents or copyrights. On successful completion, suitable recognition and remuneration will be given to such faculty members who are granted patents.
- i. Norms are fixed to pay expenses to the faculty members towards procurement of equipment, salary to the staff, contingency etc. working on funded projects.
- j. Meritorious research work by faculty will be awarded recognition/monetary incentives.
- k. All research conducted shall be protected by patents or copyrights or other IPRs under the ownership of the University with concerned faculty/student(s) as the creator(s)/innovator(s).

### III. EXTENSION AND EXTRAMURAL RESEARCH AND ACTIVITIES

- a. Eminent and enterprising professionals from the society/industry/businesses are invited to take up research projects jointly with the university faculty.
- b. The faculty of the university is encouraged to select rural society specific problems and conduct research and provide feasible solutions. Such research topics could include problems related to chronic diseases, women and child welfare and protection, and health care etc., The outcomes will be passed on for public outreach under Gram Pravas scheme being implemented by Department of Social Works, who will also maintain a repository of all govt. schemes targeted for upliftment of poor needy, *dibyangs*, senior citizens sections of the society.
- c. The University shall organise educational programmes relevant to any needy community of the society outside NGB (Deemed to be University).
- d. Every University faculty shall visit at least one village in the neighbourhood every semester, investigate the problems, carve out appropriate solutions and implement the same using expertise in technology, behavioral science, global developments, legal aid, societal rehabilitation schemes etc.
- e. Students shall be continuously encouraged to participate in the extension and outreach programmes organised by the University.
- f. The university shall conduct outreach programmes related to aging, life course

development that lead to national integration, intervention programmes that lead to reduction in social tensions and social isolation of the people particularly the elderly people, improving the quality of care provided by nurses in nursing homes and Primary Health Centres (PHCs), engaging elderly persons in teaching, research environmental volunteering, outreach programmes in the field of chronic pain, child related abuse, neglect, preventive interventions, transactional research, stress coping etc..

- g. The university shall conduct programmes aimed at developing skills for happy rural life and trade skills.
- h. All the Ph.D. supervisor faculty of the University shall be permitted to act as resource persons in the events such as workshops and conferences not only within the University but also for such events if invited and conducted by outside Universities.
- i. The University encourages its senior faculty to train rural youth in rural skills as well as the industry personnel.
- j. The university faculty members are permitted to work in other educational institutions as part of faculty exchange programme with such institutions having a Memorandum of Understanding.

#### **IV. CENTRES OF EXCELLENCE:**

- a. The University shall develop and setup centres of Excellence in the frontier areas of research as relevant to its location and expertise, invest in it which shall be open to outside faculty, students and industry persons to conduct research.

#### **V. CONSULTANCY:**

##### **1. INTRODUCTION**

Consultancy is well recognised as an effective way for universities to disseminate knowledge and make an early and direct impact on society. However, the balance between consultancy and the traditional roles of the academic staff needs to be managed and the interests of the University shall be protected. This Policy provides provisions for conducting consultancy to ensure that consultancies undertaken by teaching staff are consistent with the University's strategic and operational objectives and the costs are sustainable.

NGB (DU) is committed to making its expertise available through service to the rural mass of socially deprived people, industry, commerce, government, professionals, artists and other teaching and research organizations.

##### **2. THE POLICY**

All Research and Non-research consultancies as described in this Policy are governed by the following guiding principles:

- a. There should be demonstrable benefit to the University from the consultancy through income, enhanced reputation, and/or expanding the expertise of the teaching staff members.
- b. The Consultancy must not be in conflict with University policies including those governing employment; such as the Code of Conduct Policy prescribed by UGC.
- c. The Consultancy must not be in conflict with the functions, objectives or interests of the University or damage the University's reputation.

- d. At a minimum, the salary and on-cost charges set by the University must be applied to all project budgets. All the sponsored projects, consultancies are required to include minimum 15% of the total outlay as overheads.
- e. University Teaching Staff members shall not undertake external research activities where no formal agreement (MoU) has been signed by the University unless they are on leave without pay, approved by the Dean concerned. Such faculty may not use their NGB (DU) affiliation or academic title when providing research services that are not approved by the University.

### **2.1. University Research Consultancy**

A Research Consultancy exists where an academic staff member provides research skills or expertise in return for remuneration from an external funder. A Research Consultancy may be the outcome of a tender or an individual negotiation.

### **2.2. University Non-research Consultancy**

Non-research Consultancies include non-research activities performed under contract for a third party. Non-research Consultancy would include the provision of professional services to external agencies for a fee. This would include, but not be limited to, routine laboratory and other testing of materials, devices or products, analysis of data such as market surveys, opinion surveys etc., the provision of professional services such as designing, legal and medical advice undertaken by members of faculty and staff.

### **2.3. Private Consultancy**

In Principle a faculty or staff member is not supposed to undertake a Private Consultancy unless it is approved by Dean (R&D) and the Registrar. However, the faculty or staff conducting private consultancy shall ensure that such work does not affect their allocated duties, obligations to the university.

None of the benefits set out for University Consultancy are available to faculty and staff undertaking a Private Consultancy.

It is the responsibility of the staff member undertaking a Private Consultancy to make clear to the person or body for which the Private Consultancy is undertaken that it is the staff member and not the University who is carrying out the work, and that the University has no responsibility or liability whatsoever in the matter. A staff member conducting a Private Consultancy must ensure that the following criteria are met:

- a. The carrying out of tasks associated with the Private Consultancy will be accomplished without unduly affecting the duties of the position;
- b. The use of University trademarks such as letterheads, brands etc. or University intellectual property is strictly prohibited in Private Consultancies;
- c. No University facility (including library resources, power, space, equipment, consumables and telephone facilities) will be used to fulfill the requirements of the Private Consultancy;
- d. The Private Consultancy is not within an area in which the University might be contracting to provide a service on a commercial basis, possibly utilising the skills of the staff member involved;

- e. NGB (DU) is not bound by any agreement (written or otherwise) relating to the Private Consultancy;
- f. The staff member agrees to indemnify NGB(DU) and its representatives from and against all actions, claims, loss, damage, costs, charges, liabilities and demands arising directly or indirectly from or in respect of the Private Consultancy activity; and
- g. The staff member declares any real or potential conflict of interest to their manager.

### **3. STAFF ENTITLEMENTS**

The University allows staff to engage in Research, Non-research and/or Private Consultancies provided they do not interfere with the discharge of their duties. Consultancies shall be undertaken only with the approval of the designated Dean (R&D). No limit is placed on earnings. However there is a limit on the time spent on Consultancy.

3.1. Academic Staff may spend one day per week on approved Consultancies, with a maximum of 48 days per year. Variations to this time commitment require the approval by the Executive Dean (R&D) concerned. A lesser time commitment may be approved when the proposed Consultancy interferes with the discharge of responsibilities.

3.2. Faculty Deans must obtain written permission from the Vice-Chancellor/Pro-Vice Chancellor to undertake Consultancies.

#### **3.3. Benefits of University Consultancy**

The University provides the following benefits to staff undertaking University Research or Non-research Consultancies:

- a. Protection under the University's professional indemnity and public liability insurances, subject to the terms, conditions and exclusions within those policies.
- b. The faculty or staff member will be protected under the terms of the current Insurance Policy held by the University in the event of a claim against the faculty or staff member undertaking the Consultancy or Grant (provided that the claim is not as a result of fraudulent, dishonest, criminal, willful or malicious acts by the staff member).
- c. Access to the University's financial management processes to support and enable invoices to external organisations for funding and expenditure of project costs.
- d. Access to the University's resources such as technical and administration staff, equipment and telecommunications, subject to approval by the Dean(R&D) or Office (Vice Chancellor/Pro-Vice Chancellor).
- e. Entitlements to use the University's name and reputation provided that it is not brought into disrepute.
- f. Ability to make reference to their University position and title in connection with the work.

The University does not extend these benefits to Private Consultancies. Any Consultancy conducted by a faculty or staff member that accesses any of these benefits in the course of undertaking the work will be regarded as a Research or Non-research Consultancy and subject to the conditions of this Policy.

3.5 All Consultancies are required to include overheads, the revenue generated from the consultancy project is shared by the member and the university in a 70:30 ratio after

deducting the overheads and all other expenses met by the university.

3.6 If more than one member takes up the consultancy project, the 70% amount shall be shared equally.

#### **4. APPROVAL**

All University approved Consultancies are required to be approved and managed in accordance with this Policy, associated documents, and other University policies. Applications to conduct Consultancy are required to be approved through.

##### **4.1. Exemptions and Variations**

Exemptions to the above and variations to the standard overhead charge must be determined at the time of application, explicitly noted on the Research Funding/Consultancy Application coversheet, and approved by the relevant University Officer.

##### **4.2. Transfers in from Other Institutions**

In cases where a Research or Non-research Consultancy or grant is transferred to the University from another research organisation, the overhead will not be taken from the funds where the awarded budget did not include an overhead component.

In cases where a grant is being transferred to NGB (DU) from another research organisation and overheads are permissible in accordance with the funding schedule, the agreed overheads awarded will be withheld by the University.

#### **5. CONFLICT OF INTEREST**

Engagement in consultancies must not create a conflict of interest, perceived or actual. Any conflict of interest, actual or perceived must be reported to the relevant University Officer for resolution. A conflict of interest may arise where an employee engages in consultancies at the expense of the University's interests or the interests of other employees or students.

An example of a potential conflict of interest includes, but is not limited to:

- financial or non-financial interests;
- teaching or course work for another institution;
- work performed for a supplier of goods or services to the University; or
- work undertaken with an organisation to which the University supplies goods or services.

##### **5.1. Consultancies with Other Tertiary Institutions**

Full-time members of the University staff should not accept regular Consultancies with other institutions without first obtaining the permission of the Executive Dean (R&D) or delegated University Officer (Vice Chancellor/Pro-Vice Chancellor).

#### **6. INTELLECTUAL PROPERTY**

Any intellectual property arising from any Research and Non-research Consultancies will be governed by the Intellectual Property Policy.

# INTELLECTUAL PROPERTY RIGHTS POLICY



## 1. Preamble

**Nehru Gram Bharati (Deemed to be NGB (DU) Prayagraj)** occupies an esteemed place among the rural universities of India for over a decade now. Established on 27th June 2008, it is one of the promising institutes in the State of Uttar Pradesh situated on the bank of the river Ganges. It was basically conceived by our 1st Prime Minister of India, Late Pt. Jawahar Lal Nehru, who laid the foundation stone of Nehru Gram Bharati on 26th July 1962 in the village of Rishi Durvasha Ashram, Kotwa-Jamunipur-Dubawal triplex of his Phulpur constituency in the Allahabad District. His dream was translated into reality by Sri J.N. Mishra, who had a clear vision and dedication to the cause of upliftment of rural masses through education.

NGB (DU) Prayagraj in recognition of its responsibility as an institution of higher education has made provisions for imparting education and promoting research in the humanities, learned professions, and sciences, especially in applied nature and technology. In the responsibility of producing and disseminating knowledge, there is an inherent need to encourage creativity and scholarly works for the development of new and useful ideas, devices, processes, and other intellectual property. In the NGB (DU) Prayagraj, faculty members, research scholars, and students are engaged in research and development work of considerable importance. Such works may lead to the evolution of intellectual property know-how, copy-rights, designs, instruments, devices, processes, specimens, software, and other inventions having potential for commercialization with or without the registration under different Acts enacted by the Government for the protection of intellectual properties.

Intellectual property (IP) refers to creations of the mind: inventions; literary and artistic works; and symbols, names, and images used in commerce. IP is protected in law by, for example, patents, copyright, and trademarks, also called as Intellectual Property Rights (IPRs), which enable people to earn recognition or financial benefit from what they invent or create. An intellectual property rights policy is the cornerstone of innovation and creativity for academia. It provides structure, predictability, and a framework for talented minds to do what they do best: create and innovate.

The creation of intellectual property would not only contribute to the professional development of the individuals involved but also enhance the reputation of the NGB (DU) Prayagraj, provide educational opportunities for students, and promote public welfare. Particularly, commercial exploitation of intellectual property can be of considerable socio-economic benefit to the country. The institution, therefore, supports and encourages the efforts directed towards bringing the fruits of research in diverse fields of knowledge to public use and benefit while protecting the interests of the scholars.

NGB(DU) is committed to providing an environment where research and innovation can flourish and those participating in these endeavors can be suitably rewarded for their efforts. As such also the NGB (DU) Prayagraj wishes where appropriate, to gain benefit from the intellectual property so created by the faculty and students and deploy it for the welfare of the nation. Such benefits may be in the form of the



transmission of knowledge to the future generation of students, scholars, and faculty. At the discretion of the individuals to develop the knowledge, the request for the registration of a patent/copy-right will be considered prior to its commercial exploitation. In order to establish and protect the respective rights and obligations of the NGB (DU) Prayagraj, its faculty, research scholars, students, and other employees in the intellectual property of all kinds now and hereinafter existing, NGB is adopting this ordinance governing intellectual property policy (hereinafter referred to as 'the IPR Policy'). The policy shall govern the intellectual property rights of the NGB (DU) Prayagraj, faculty members, research scholars, students, and others connected with the work, product, ideas, and inventions created in connection with the activities of the NGB (DU) Prayagraj.

The fundamental aim of implementing the IPR Policy at NGB(DU) is to nurture the spirit of innovation and translate these into products, processes, and services for commercial exploitation for the wider public good. The aim is to contribute to transforming industry and society, particularly rural society by delivering research-led education, promoting innovation, and collaboration, and fostering human values.

## **2. The Policy Objectives**

NGB(DU) has formulated this intellectual property policy for the management of the intellectual property to:

- i) foster, stimulate and encourage creative activities in the widest sense in the areas of Technology, Science, Arts, and Management. protect the legitimate interests of the NGB (DU) Prayagraj, faculty, scholars, students, and other members of the NGB (DU) Prayagraj and the society at large and help resolve possible conflicts of opposing interests.
- ii) put in place a transparent administrative system for the ownership control and assignment of intellectual properties and sharing of the revenues generated by the intellectual properties developed and owned by the NGB (DU) Prayagraj.
- iii) Evolve an organization structure and procedures through which inventions and discoveries made in the course of NGB (DU) Prayagraj research may be made readily available to the public through channels of commerce.
- iv) Establish standards for determining the rights and obligations of the NGB (DU)

Prayagraj, creator of intellectual property (for example inventions, developers, authors), and their sponsors with respect to inventions, discoveries, and works created at the NGB (DU) Prayagraj.

- v) Ensure compliance with applicable laws and regulations and enable the NGB (DU) Prayagraj to secure sponsored research funding at all levels of research;
- vi) Enhance the reputation of the NGB (DU) Prayagraj as an academic research institution and a member of society by pursuing the highest ideals of scholarship and teaching and by conferring the benefits of that scholarship and teaching on the NGB (DU) Prayagraj community and society.
- vii) The IPR policy provides the mechanism for preservation and use of intellectual property and procedures through which inventions and discoveries made in the course of NGB (DU) Prayagraj research are disseminated to the public through the transfer of technology. As the scope of intellectual property and the mechanism for the transfer of technology are vast, it is not possible to address all the possibilities in this policy. However, the NGB (DU) Prayagraj aims to generate intellectual property for society's use and benefit while raising income to support research and education.

### **3. Commencement of the Policy**

The ordinance governing the intellectual property policy shall come into effect from the date notified by the NGB (DU) Prayagraj. Moreover, this IPR policy shall supersede and overwrite any other policy in vogue at the time of this policy and this policy shall prevail for all intents and purposes.

### **4. The Terms Defined**

- i. Assignment transfer of rights or title in the intellectual property in writing.
- ii. Copyright is the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his/her creative work.
- iii. Copy-right able materials: include
  - a) books, journal articles, texts, glossaries, laboratory, manuals, syllabi, tests and proposals, study guides, bibliography;
  - b) Lectures, musical or dramatic compositions, unpublished scripts;

- c) films, filmstrips, charts, transparencies, and other visual aids, Vide-audio tapes, and cassettes;
  - d) live video and audio broadcasts;
  - e) Programmed instructional materials;
  - f) Research notes, research data reports, and research notebooks;
  - g) other materials or works other than software that qualify for protection under the Indian Copyright Act.
- iv. **Creator(s)** include any employee of the NGB (DU) Prayagraj whether employed full- time or part-time or on probation or temporary basis either in the NGB (DU) Prayagraj and/or in projects and those who are research workers, research scholars or students or project fellows who are responsible for the creation of an intellectual property using the facilities of the NGB (DU) Prayagraj.
  - v. **Confidential disclosure** means an agreement between disclosing and recipient parties or a term in a research contract or license agreement.
  - vi. **Direct Expenses** include the costs associated with the development, protection, maintaining, and licensing of intellectual property, including the regular payment of salaries or other overhead costs of the NGB (DU) Prayagraj.
  - vii. **Educational materials** comprise the content and associated tools and technologies for delivery of content, including material developed for traditional face-to-face classroom courses as well as other delivery methods such as through the internet or other distance learning media. For the purpose of this policy, educational material does not normally include works such as textbooks, articles, papers, scholarly monographs, or artistic works produced in the normal course of academic scholarship.
  - viii. **Invention disclosure** means a written description of an invention that is confidentially made by the inventor to the NGB (DU) Prayagraj.
  - ix. **Intellectual Property** shall include any property generated out of the intellectual effort of the creator (s). It includes but is not limited to

- a) New and useful scientific and technical advancements in the form of innovations, inventions, products and processes, computer hardware and software, materials, and biological varieties which are patentable.
- b) Industrial and architectural designs, models, drawings software, creative, artistic, and literary works, teaching resource materials generated, records of research, etc, which are copy-right able.
- c) trademarks, service marks, logos, etc.
- x. **IPR Cell and IPR –Advisory Committee:** The IPR Cell shall be headed by Professor, NGB (DU) Prayagraj as Director IPR appointed by the Vice-Chancellor. IPR Advisory committee shall comprise of three members (with Two years term) with expertise in areas related to IPR and technology transfer, as recommended by the Director IPR cell and approved by the Vice-Chancellor. However, the Director IPR cell can re-constitute the IPR Advisory committee with the approval of the Vice-chancellor. The IPR Cell from time to time will be incumbent to evaluate and make recommendations regarding IPR- related issues.
- xi. **Know-how** refers to the knowledge, innovations, practices, expertise, processes or procedures, and secrets of individuals regarding the use of material, product or resource, or the practice of a method for a particular purpose.
- xii. **Patent and patentable materials** are as defined in Indian Patent Act 1970 and further amended from time to time. The patentable material includes discoveries and inventions of new products and processes.
- xiii. **Patentee** means the person for the time being entered on the register of patents kept under the Indian Patent Act as the generator or proprietor of the patent.
- xiv. **Publication** means a public enabling disclosure of an invention and may be verbal or printed. The printed publication includes abstracts, student thesis, and in certain instances, grant proposals.
- xv. **Revenue** means any payment received as per an agreement by the NGB (DU) Prayagraj, usually for the legal use of the intellectual property of the NGB (DU) Prayagraj through a license.

## **5. Ownership of Intellectual Property**

The NGB (DU) Prayagraj shall be the owner of all intellectual properties including inventions, software, designs and integrated circuits, and specimens, created by creators as a result of NGB (DU) Prayagraj research or created by substantial use of NGB (DU) Prayagraj facilities. Specific provisions relating to IPR made in contracts governing the collaborative /sponsored activity shall determine the ownership of IP in the case of sponsored or collaborative research. Usually where there has been external corporate, foundation, trust, Government, or industrial funding of any project, the intellectual property generated from such a project shall be owned by the NGB (DU) Prayagraj, creator of intellectual property, and the funding agency jointly provided such agency has provided Rs. 10/- lac or more for a particular research/invention /intellectual creation under a specific agreement with the NGB (DU) Prayagraj. An IPR in this NGB (DU) Prayagraj shall be managed by the IPR Cell of the NGB (DU) Prayagraj. The creator of the intellectual property on a mutual agreement a creator of intellectual property may assign his/her IPR he or she would otherwise to the NGB (DU) Prayagraj to be managed by the intellectual property cell. If the NGB (DU) Prayagraj cannot, or decides not to proceed in a timely manner to protect and or license NGB (DU) Prayagraj-owned intellectual property, it shall assign ownership to the creator upon request to the extent prompted by these ordinances and third-party agreements if any.

### **Exceptions to the ownership**

The creator of the intellectual property may opt to retain the ownership of the following:

- a) all intellectual properties developed without substantial use of NGB (DU) Prayagraj resources, all rights in artistic, literary, and scholarly intellectual property such as scholarly books articles, and other publications including those in electronic mode, works of art, literature, and music recordings shall belong to the creators despite the use of NGB (DU) Prayagraj resources so long as such works are not the projects of NGB (DU) Prayagraj research, neither created under the direction and control of the NGB (DU) Prayagraj nor developed in the performance of a sponsored research or third party agreement.

- b) All copyrights in papers, thesis, and dissertations written as a student to earn credit in NGB (DU) Prayagraj courses or otherwise to specify NGB (DU) Prayagraj degree requirements.
- c) The NGB (DU) Prayagraj faculty and students may freely publish research of their results provided such research does not leave copyrightable/patentable intellectual property.

**6. Creation of Intellectual Property: the IP consisting of patentable or copyrightable material can be created by the NGB (DU) Prayagraj in the following ways:**

- i. when NGB (DU) Prayagraj undertakes an assignment either from an external agency or by its own initiation to take up on the creation of a specific copyrightable or patentable material and deposes a team of its researchers to accomplish it as and when an individual researcher or a team of researchers may develop copyrightable or patentable material during the course of their research or as a specific project.
- ii. When some external funding agencies such as Government, foundations, trusts, and commercial/corporate undertakings may enter into a specific agreement with the NGB (DU) Prayagraj and research team of researchers to develop some specific copyrightable or patentable materials.

**7. Evaluation and Management of IPR:**

IPR Cell of the NGB (DU) Prayagraj will coordinate the activity of evaluating, protecting, marketing, licensing, and managing the IPR generated at the NGB (DU) Prayagraj. The creators of the IPR shall provide all the necessary information to the cell for the management of the IPR. The IPR Cell will get it evaluated through the IPR Advisory Committee and also by co-opting the patent attorney/legal external experts whenever and wherever needed, before deciding to manage the IPR. An invention will be patented only if it has some commercial use, motivation, and viability at some point of time in the future.

**8. Registration of Patents/copyrights**

**a) Filing of application in India:**

The creators of know-how/designs/instruments/devices/processes/specimens and other such IPs who want to get patents for the patentable IPs and/or transfer thereof for commercial exploitation will be required to make an application for the purpose to the Director IPR Cell as per the procedure laid out by the IPR Cell and approved by the Vice-Chancellor. If any creator(s) consider it necessary to obtain immediate protection for safeguarding the interest of the creator(s), a professional patent may be directly applied by the creator(s) after obtaining permission from the NGB (DU) Prayagraj and simultaneously apply for the evaluation of the IP by the NGB (DU) Prayagraj as per the prescribed procedure. In case the NGB (DU) Prayagraj decides to take the patent in the name of the NGB (DU) Prayagraj (Registrar of the NGB (DU) Prayagraj Jointly with Creator or Team), the expenses incurred by the creator(s) for obtaining the professional patent protection will be reimbursed to the creator(s) by the NGB (DU) Prayagraj. The NGB (DU) Prayagraj employees associated with any activity of the NGB (DU) Prayagraj shall treat all IPR-related information as confidential. Such confidentiality shall be maintained till the date as demanded by the NGB (DU) Prayagraj or the relevant contract between the concerned parties unless such knowledge is in the public domain or is generally available to the public.

**b) Filing of Application in Foreign Countries:**

The NGB (DU) Prayagraj may consider requests for registration of Patents in foreign countries based on the merit of the IP. If the NGB (DU) Prayagraj decides not to file such a patent in any foreign country, the NGB (DU) Prayagraj shall assign rights of IP in that country to the creator(s) for the purpose of such protection, if the creator so desires.

**9. Renewal of Patents: The NGB (DU) Prayagraj will pay the Patent Fees for the first seven years in all cases where the patent is taken by the NGB (DU) Prayagraj (Registrar of the NGB (DU) Prayagraj Jointly with Creator). If it is a joint patent with a sponsoring agency, the patenting costs may be equally shared. If the patent has been commercially exploited within the first seven years, the NGB (DU) Prayagraj shall pay the Patent Fees for the remaining period of the life of the patent. If the patent has not been commercially exploited within the first seven years, the NGB (DU) Prayagraj and the creator(s) shall share the subsequent installments of renewal fees on a 50:50 basis. If the creator does not show interest in such renewals, the NGB**

**(DU) Prayagraj can either continue the patent by paying the fees for its full term or withdraw the application for patent protection at its discretion.**

## **10. Transfer of IP**

- a) The creator shall make a confidential disclosure to the Patent Attorney/ Legal Expert/IPR in writing as soon as possible if the NGB (DU) Prayagraj has an ownership interest and if the intellectual property/technology may be patentable, copyrightable, or has potential for commercialization and licensing. The IPR cell will provide disclosure forms on request. The creator may consult the IPR cell with respect to his/her duties to disclose inventions and the manner and timeliness with which such disclosures should be made to the IPR Cell.
- b) The disclosure should contain sufficient detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and technical characteristics of the creation. The creator(s) should also be responsible to update the IPR cell in a timely manner of any developments involving publications, sales, or use of which he becomes aware after the confidential disclosure.
- c) If the creator claims an ownership interest in intellectual property or has a question about whether an assignment must be made to the NGB (DU) Prayagraj, the intellectual property shall be disclosed to the IPR cell and the claim or question clearly stated. The NGB (DU) Prayagraj, through the IPR, will provide a determination of rights within a reasonable time following submission, generally not to exceed 90 days. The determination may be appealed to the Vice-Chancellor for final adjudication.
- d) The IPR will evaluate inventions and other intellectual property disclosed to the IPR to suggest the form of intellectual property protection, if any, that should be considered and also the potential for commercial exploitation. Thereupon it shall either assign the task of securing patent/copyright in the intellectual property and of managing its subsequent economic use to the specialist agency or do so itself in a timely and efficient manner. Direct expenses associated with obtaining protection for intellectual property in which NGB (DU) Prayagraj has a stake/share shall be borne by the NGB (DU) Prayagraj if such intellectual property is being managed by the IPR, by the specialist agency if NGB (DU) Prayagraj has entrusted the management of a particular intellectual property to it and by the creator/inventor if he has withdrawn management of the intellectual



property from specialist agency /IPR cell on grounds of non-performance.

- e) The NGB (DU) Prayagraj or its agents or the creator after obtaining approval from the Vice-chancellor through Director IPR Cell may approach external agencies for commercial exploitations. All agreements shall be signed by the Registrar of the NGB (DU) Prayagraj on the recommendations of the Director, IPR, and the creator of the IP being transferred, on behalf of the NGB (DU) Prayagraj.
- f) In the case of IP involving more than one creator, a coordinator from among the creators shall be identified by the creators, for IP protection purposes. At this stage, all members of the group of creators shall sign a revenue sharing agreement for the IP, as and when they accrue. This revenue-sharing agreement may be modified at any time upon mutual consent among the creators and intimated to the Director IPR Cell. Any conflict with regard to revenue sharing among the creators will be resolved by the NGB (DU) Prayagraj and the same will be binding on all the creators of the IP.

## **11. Revenue Sharing**

The revenue generated from the Intellectual Property shall be distributed as follows:

1. When NGB (DU) Prayagraj is the Creator, the income from the economic use of the intellectual property will be shared amongst the NGB (DU) Prayagraj and Research Team as 60% and 40% respectively.
2. When the individual researcher or a team of researchers is the Creator and has used substantial NGB (DU) Prayagraj resources, the Revenue shall be shared amongst the individual researcher, a team of researchers, and the NGB (DU) Prayagraj and as 60%, 40% respectively. When the creation is the result of funded research, the income from economic use to be received from the Institution funding the research will be on revenue sharing basis at the level determined in the agreement assigning economic use of the intellectual property to that institution when it is the economic user. In such cases, the income shall be shared between the team of researchers and the NGB (DU) Prayagraj as 60%, and 40% respectively.
3. When a Company, Industry or Commercial Undertaking other than Funding Institution is the economic user, the income receivable from the economic user will be as provided in the licensing agreement with that Company, Industry, or

Commercial Undertaking. Such income will be shared as 60% and 40% between the Funding Agency and the NGB (DU) Prayagraj respectively. The NGB (DU) Prayagraj will distribute the income it so derives to itself, researcher/team of researchers as in the preceding para.

4. The shares as mentioned above shall be determined after deducting the direct expenses if any from the total income received by the NGB (DU) Prayagraj.
5. The creator(s) share would be declared annually and disbursement will be made to the creator(s) or their legal heir, whether or not the creators are associated with the NGB (DU) Prayagraj at the time of disbursement.
6. Co-creators that are research team members of IP shall sign at the time of disclosure a Distribution of IP earnings agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The co-owners of intellectual property may at any time by mutual consent revise the distribution of IP Earnings.

## **12. Responsibilities of the NGB (DU) Prayagraj**

- a) To assign, at its discretion, the management including patenting/copyrighting, negotiating, and assigning or licensing commercial use of such intellectual property in which it has a stake/share to a specified agency created for this purpose under such terms as the NGB (DU) Prayagraj may consider reasonable or NGB (DU) Prayagraj may manage a such intellectual property through IPR cell. Provided however that if the specialist agency or IPRCell, as the case may be, fails to serve patent/copyright within one year of Patentable/copyrightable material being made available by the inventor/creator or fails to assign /license patented/copyrighted material to economic use, during further period of one year, the inventor/creator will have the right to withdraw right of the inventor/creator will have the right to withdraw right of management of patentable/copyrightable or patented/copyrighted material to himself and take further action to manage it himself and thereupon the right of the specialist agency/IPR Cell to manage it will stand terminated.
- b) To make aware the faculty members, staff, and other scholars regarding NGB (DU) Prayagraj's intellectual property.
- c) To provide support as it deems necessary or desirable to obtain legal protection

of intellectual property in which NGB (DU) Prayagraj has a stake/share.

- d) To facilitate the transfer of such intellectual property for economic use and develop mechanisms within these statutes for the assignment and management of Intellectual Property.
- e) To provide legal support as it deems necessary and desirable to defend and protect the interests of the NGB (DU) Prayagraj and the creators of the intellectual property against third-party claims or unauthorized use.
- f) To impart information to research sponsors as required by research and Licensing agreements and applicable laws and regulations in a timely manner.

### **13. Responsibilities of the creator(s)**

- a) To make an invention disclosure in a thorough and timely manner of all inventions, discoveries, and other works that are patentable/copyrightable and in which NGB (DU) Prayagraj has a stake/share as described in this Ordinance.
- b) To provide such assistance as may be necessary throughout the assignment process to protect and affect the transfer of the intellectual property.
- c) To return all records and documents that are necessary for the protection of intellectual property.
- d) To abide by all commitments made in license, sponsored research, and other agreements made in accordance with this Ordinance.
- e) To cooperate with the NGB (DU) Prayagraj with full responsibility in resolving all conflicts as may arise with respect to the IPs concerning him/her and make timely disclosure of such information which may hint towards any potential conflict relating to IP. To manage, including bearing patent/copyright, assigning it for economic use, or licensing it similarly on terms to be finalized jointly by the Director of IPR cell, inventor/creator, and financing agency if any for the research project which leads to such an invention/creation, in the situation referred to in 12(a) when inventor/creator has withdrawn the right of management of the intellectual property from the specialist agency of IPR Cell due to their non-performance. Provided that income from any such assignment/licensing for economic use will necessarily be receivable by the NGB (DU) Prayagraj in totality and distribution of the inventor's/creator's and financing agency's share will be the exclusive responsibility of the NGB (DU)

Prayagraj.

#### 14. Taxability of Revenue generated on IPR

Taxability of revenue generated on IPR is stated as Revenue generated on IPR covered by heading No 9973(leasing or rental services, with or without operator) as notified by the Govt.of India vide Notification No. 11/2007-Central Tax (Rate) i.e.

Heading	Description	Rate
9973	(i) Temporary or permanent transfer or permitting the use or enjoyment of Intellectual Property (IP) right in respect of goods other than Information Technology software.	6 %

The net rate of tax applicable on temporary transfer of IPR is 6% (CGST)+6% (SGST) = 12% This notification has been further supplemented by **Notification No. 41/2017-Central Tax (Rate) dated 14 November 2017** wherein the following entry has been inserted:-

Heading	Chapter	Description
243	Any chapter	Permanent transfer of Intellectual Property (IP) right in respect of goods other than Information Technology software

The aforesaid entry is covered by tax rate of 6% (CGST)+ 6% (SGST)= 12 %

It is further stated that temporary as well as the permanent transfer of IPR shall be liable to GST @12% (at such rate as amended from time to time) Since, the NGB (DU) Prayagraj is going to be the owner of the IPR, the invoice shall be raised by the NGB (DU) Prayagraj in favour of the users of the IPR for the amount as agreed (as per agreement) and GST at the rates as prescribed the Government of India from time to time.

It is further stated that in case the creator of IPR (covered under section 13(l)(a) of the Copyrights Act 1957) opts to retain the ownership in his/her own name, then the NGB (DU) Prayagraj shall be liable to pay tax on Reverse Charge Basis u/s 9(3) of the CGST Act, 2017 at the rate of 12% (at such rate as amended from time to time) unless such an author is Registered under the GST Act, 2017 and issues a declaration to this

effect containing the following terms: -

- a. that he/she shall be liable to pay tax under the Forward Charge mechanism to CGST/SGST Commissioner
- b. That he/she shall not withdraw such option within a period of 1 year from the date of exercising such option
- c. The author prescribes such a declaration on the invoice issued by him.

The tax so paid on a reverse charge basis shall be eligible to be claimed as a tax credit in the month of payment and can be used to discharge the GST liability of the current as well as future months. The NGB (DU) Prayagraj shall further issue the invoice to the actual user of IPR by charging the amount of GST separately.

## **15. Dispute Resolution**

Any disputed issue related to the intellectual property or the interpretation of these Ordinances, shall be decided as follows:

- i) Any disputed issue that cannot be resolved with the assistance of the IPR cell shall be referred to a tribunal of Arbitration at the instance of the NGB (DU) Prayagraj or at the request of the inventor or funding agency. The decision of this tribunal of Arbitration shall be final between the parties for any disputed issue related to intellectual property, revenue sharing, or the interpretation of this policy.
- ii) The tribunal shall consist of the Director IPR Cell, one member appointed by the vice- chancellor, one member nominated by the other party(s), and the Legal Advisor of the NGB (DU) Prayagraj.
- iii) The process of resolving the dispute shall be completed expeditiously and except in unusual circumstances within two months.
- iv) The Tribunal of Arbitration shall have the power to regulate its own procedure in consonance with principles of natural justice.

## **16. Miscellaneous**

### **i. Amendments:**

The NGB (DU) Prayagraj reserves the right to amend these Ordinances at any time as

required. The syndicate upon recommendation by the Intellectual Property Cell may amend these Ordinances.

**ii. Waivers:**

The NGB (DU) Prayagraj may grant a waiver from the provisions of these Ordinances on a case-by-case basis. All waivers must be in writing, supported by reasons, and signed by the Vice-Chancellor. Any decision to grant a waiver will take into account the best interest of the NGB (DU) Prayagraj and the facts of the particular situation. Every waiver and reason for it shall be reported to the syndicate in its next meeting.

**iii. Educational Materials:**

Educational Materials represent a broad spectrum of copyright works. These materials encompass traditional educational materials such as material for lessons and course materials as well as other methods of course delivery such as Internet-based learning. The desire of the NGB (DU) Prayagraj is to encourage the development of creative and effective educational tools and media in order to further the NGB (DU) Prayagraj's educational goals. Educational materials produced in the normal course will generally be owned by the creator of the educational material. Certain circumstances, may, however, give rise to a claim of joint ownership by the NGB (DU) Prayagraj. Because all possible circumstances cannot be envisioned by this Ordinance, each particular situation will have to be evaluated on its own facts to determine ownership interests.

**iv. Moral Rights:** The NGB (DU) Prayagraj recognizes the moral rights of the creators of intellectual property and shall endeavor to protect these rights. These include the right of fair attribution of authorship or invention, the need for the work not to be altered in such a way that it harms the reputation of the creator, and an opportunity for the creator to be involved in determining the final outcome of his/her labour.

**7. INNOVATIONS, INCUBATIONS, ENTREPRENEUR DEVELOPMENT, PATENTS, IPRs AND COPYRIGHTS:**

- a. The university shall create an innovation culture by organising various kinds of programs such as ideation programs, collection of innovations from research undertaken in respect of academic, extension, extramural and outreach programmes.
- b. Every major invention achieved out of conducting research shall be innovated and the same shall be incubated in the incubation centre which will be augmented from

time to time.

- c. Students shall be allowed to select an incubated product and use the same to be developed in large scale through separately established start-up. All the training required for the students to become entrepreneurs shall be imparted.
- d. The University shall incorporate an incubation centre that has all the facilities for incubating the innovations.
- e. Every innovation shall lead to filing a Patent/Trademarks/Industrial Design/Semiconductor Integrated Circuits/Trade Secret/Copyright.
- f. The university shall provide support required for filing the patents, other IPRs and also for completing the ground work required to get the patents, other IPRs registered and licensed.
- g. The university shall provide required support to the faculty for filing patents and other IPRs when it has been proved by the faculty that such a filing is necessary to protect the value of the research done.

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