



MANIPAL UNIVERSITY

Deemed-to-be-University under Section 3 of the UGC Act, 1956

Ref: MU/REG/CIR-(T)
Date: December 22, 2016

CIRCULAR

Sub: Manipal University Intellectual Property Policy



In anticipation of approval of the Executive Committee of Manipal University, the University has revised Manipal University Intellectual Property Policy.

The details of the revised policy are enclosed with this circular for your information, records and to be notified to all concerned (*faculty members, staff, research scholars, students, visiting scholars, fellows, etc.*).

This will be applicable to all the constituent institutions, centres of excellence, and teaching departments of MU, Manipal and will come into force with effect from January 1, 2017. This will supersede all earlier circulars on the subject.

Dr. Narayana Sabhahit
Registrar

To:

✉ Heads of Institutions | Centres of Excellence | Teaching Departments under MU

Copy for information to:

✉ Pro Chancellor | Vice Chancellor | Pro Vice Chancellor, MU

Copy to:

- ✉ Director(s) – Research (Health Science | Technical), MU, Manipal
- ✉ Director(s) – Finance | Quality & Compliance, MU, Manipal
- ✉ Chief Innovation Office, Innovation Centre, MU, Manipal
- ✉ Deputy Director – HR | Legal, MU, Manipal
- ✉ Coordinator, Technology Transfer Office, Directorate of Research, MU, Manipal
- ✉ EC file

Encl: as above



Manipal University Intellectual Property Policy (With effect from January 1, 2017)

The contemporary and stated Intellectual Property Policy of Manipal University (MU) endeavors to facilitate the protection and upliftment of intellectual properties generated during the scientific pursuit (of knowledge/resource) in the university and offer scope for ingenuity and commercialization. It targets the provision of unbiased intercession between the various interests involved.

In order to lessen the possibility of adopting a specification or other technology which might infringe on a patent or other IPR, MU will, in the course of carrying out its program of work, and in accordance with such Policies and Procedures of the University as may be in place from time to time, issue calls to its staff and faculty to disclose patents or other IPR ("patent calls") which are owned by them, or of which they might be aware, which might be infringed by the implementation of a specification proposed for adoption. Such a patent call shall be made at such times as the MU's policies and procedures shall provide.

1) Applicability:

The Policy on Intellectual Property (IP) is applicable to following personnel:

- 1.1 Employees, faculty members, staff (permanent and temporary), visiting scholars, fellows, research scholars and students associated with MU and include, but is not limited to, those who are directly under the University payroll and/or receive assistance in the form of fellowships, scholarships, honorarium, either from MU or from outside government and private institutions/agencies.
- 1.2 Employees, faculty, staff, research scholars, visiting scholars, fellows or students who are making use of MU facility and resources, and include financial support to generate, file and prosecute any form of intellectual property and invention related issues.
- 1.3 Various forms of intellectual property under this policy include, but does not limit to, Patent, Copyright, Trademark / Service Mark, Design Registration, Trade Secret, Confidential Information, Integrated Circuit Layout and Plant Varieties.

2) Ownership of IP:

An invention for which an intellectual property application is filed where in the University resources like space, equipment, facilities, are utilized and when the applicant(s) receive financial support towards professional and statutory fees for acquiring such intellectual property, the assignee of such intellectual property will be MU.

Individual(s), who obtains a patent or any other form of intellectual property or introduces an invention into public domain without use of resources from the University or outside their regular assigned duties during official hours under terms of their appointment with the university, and without substantial involvement by university personnel, shall retain full IP rights.

3) Copyrights:

Any original work of intellectual nature can be protected under copyright law. Ideas per se are not copyrightable but only in their expressed form.

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When the copyrightable pedagogical, scholarly, computer software, integrated circuit layouts, designs, films, cassettes and other such literary and artistic works, specified as copyrightable works under relevant Copyrights Act as amended from time to time by the government, which are created for Manipal University, the author shall retain ownership of their original work, while at the same time granting Manipal University and all implementers of its specifications full rights to revise, modify, and create derivative works based on that original work, under the Manipal University's own copyright.

If the university foresees a gainful return from copyrights, it may initiate steps to file and protect such copyrights and share the financial rewards with the inventor on terms and conditions of the university as specified from time to time.

When the copyrightable work is generated for an external sponsor/university/company of foreign country/India then ownership will be jointly shared according to the agreement between external sponsor and the university.

In case of copyrightable work created by non-Manipal University personnel without absolute intellectual contribution of Manipal University personnel and Manipal University resources the respective author shall retain his/her ownership.

Copyrights on books and publications authored by Manipal University personnel shall be in the name of the respective authors.

4) Trade Secrets:

MU employees are expected not to reveal Tradeseecret information of the University to commercial entities or any third party, nor shall they sign non-disclosure agreements. MU shall take relevant measures to ensure that the Tradeseecret of the University is protected. If outside entities or third party asks employees of MU to sign non-disclosure agreement, employees/staff/ research scholars and students shall communicate all such requests to Technology Transfer Office, Directorate of Research, and Personnel and Legal department for discussion and legal approval before signing these agreements.

5) Inventions and Patents:

An idea when manifested in tangible form is patentable provided it fulfills the below criteria for patentability:

- Non-obviousness (the invention should be non-obvious to the person skilled in the art)
- Utility (it should be commercially applicable) and
- Novelty (invention may relate to a new product or an improvement of an existing one or a new process of manufacturing an existing or a new product)

If such a patentable invention is developed at MU, and qualifies for protection under the relevant Acts of government related to patents, then patent belongs to MU. It can be in the form of know-how, solutions, processes, genetically engineered microorganisms, scientific or technological developments, business models and other forms as the need arises. The filing of a patent application shall be with the researcher as named inventor.

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In such instance or instances where the patent is owned by the university, the inventor or inventors have the right on such form of intellectual property till the time protection of such intellectual property is agreed upon by the University and inventor(s) or the life of such intellectual property according to relevant Acts has expired. The university also reserves the right to initiate discussions on sale/license or technology transfer of patents or other forms of intellectual property, as the case may be, and which are deemed suitable for such activity. In an event of successful outcome through sale/license or technology transfer, the revenue sharing from either sale/license or transfer of technology shall be as specified in the royalty sharing clause mentioned below.

Whenever there is any patentable invention obtained under research or a related activity between an external sponsor and the University, then it is subject to agreement between the involved parties.

Party shall grant to each of the other parties and their respective affiliates, a nonexclusive, worldwide, perpetual, irrevocable, non-sub licensable license under any (if any) of such party's claims in its contributions, solely to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of compliant portions as agreed upon; provided that such license need not extend to any part or function of a product in which a compliant portion is incorporated that is not itself part of the compliant portion. Such license shall be granted on a royalty-free basis or will be subject to otherwise reasonable and nondiscriminatory terms.

6) Royalty Sharing:

Net revenue received by the University through sale/license or technology transfer of intellectual property of such inventions or creative works, royalty shall be distributed as follows, unless otherwise specified in arrangements for commissioned works.

	Royalty sharing percentage
Inventor	50%
University*	50%
Total	100%

*50% share of the University shall be distributed as: (a) to the inventor(s) department (10%), (b) to the inventor(s) Institution (10%) and (c) to Manipal University (30%). In case of an Intellectual Property jointly held by the constituent institutions of Manipal University, the distribution of share to inventor(s) department and inventor(s) institution have to be communicated by the lead investigator to the University. In no case such share should cumulatively exceed 20% of the allotted share.

In an event when more than one inventor contributes for the generation of the intellectual property then the percentage of royalty shall be equally shared among the inventors, contingent upon such invention being sold, licensed or transferred under technology transfer agreement with third party(ies). No royalty shall be claimed by the inventor(s) for patents which fail to generate interest for sale, licensing or technology transfer.

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7) **Technology Transfer:**

MU reserves the right to initiate and commercially leverage intellectual property of the university or jointly owned with other institute/university/industry under the agreements dealing with technology transfer, licensing and revenue sharing models in consultation with the named inventors.

In the case of sponsored activity, the sponsored industry/organization will have the first right to commercially leverage the intellectual property or products originating from the collaboration activity, whether or not the same have been formally protected by patent(s).

In the case of sponsored activity, if the sponsored industry/organization fails to commercially leverage the intellectual property or products within **one** year from the first date of development of the technology, then MU shall reserve the right to transfer the said know-how to a third party for its commercial advantage. However, Manipal University shall share the net revenues derived henceforth with the sponsored organization/industry as per the **agreement regarding technology transfer**.

8) **Conflict of Commitment and Interests:**

To manage and minimize conflict over intellectual property rights, all potentially patentable inventions created or discovered by faculty in the course of their University activities, or with use of University resources, must be disclosed to the University on a timely basis ("Patent calls").

The inventor(s), to the respective Heads of Institutions, should disclose any conflict of interest or any potential conflict of interest.

MU discourages its employees, faculty members, staff (permanent and temporary), visiting scholars, fellows, research scholars and students against any legal recourse. In case of any disputes regarding the implementation of intellectual property policy, efforts shall be made to address to the concerns of the inventor(s) by developing and incorporating an arbitration mechanism and arrangement, or any other suitable mechanism as agreed upon by the parties and arrive at an amicable solution. The decision taken in this regard by the competent authority of MU or through arbitration shall be final and binding to all the parties under dispute.

9) **Infringement:**

MU shall retain the right to engage in or abstain from any lawsuit concerning patent and license infringements.

MU shall ensure that Manipal University personnel have an insurance clause built into the agreement with the licensee(s) while transferring technology or copyrighted material to licensees.

10) **Modus Operandi:**

All applications for patents should be dispatched to respective Head of Institution, irrespective of whether the inventions have resulted from the in-house research/project, or projects under sponsored activity. The Head of Institution must ensure that the foreseeable intellectual property under discussion is not revealed in public domain or discussed with people not connected with the research pertaining to intellectual property.

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The application for patent or any other form of intellectual property shall be analyzed/inspected by the Intellectual Property Advisory Board of Manipal University comprising the following:

Sl. #	Names of persons	Designation
1	Vice Chancellor, Manipal University	Chairman
2	Registrar, Manipal University	Member
3	Chief Innovation Officer, Innovation Center, Manipal University	Member
4	Head of Institution of the Institute concerned	Member
5	Coordinator, Technology Transfer Office	Convener
6	Representatives of Directorate of Research, Personnel and Legal Department and Human Resources Department may be consulted on case to case basis	

The inventor(s) are required to make a brief presentation of their invention to the Intellectual Property Advisory Board of the University. Based on the outcome reached through discussion by the Board members with the research team, further processing of the application shall commence through the approved attorney or agency by the University.

If the inventor(s) decide to abandon or withdraw the application for a patent at any stage after filing of application, prior approval of the Intellectual Property Advisory Board is mandatory.

11) Incentive Awards for Granted Patents:

- 18 points or INR 18,000 shall be awarded for each granted patent.
- All the members listed as inventors in granted patent shall receive 18 points each or INR 18,000 each.
- The points are awarded to the inventor(s) affiliated to Manipal University only for the granted patents, filed through the Technology Transfer Office, Directorate of Research, Manipal University.
- The certificate of grant of patent must be submitted along with the evaluation form to claim incentive award. (Annexure 1)
- No incentive shall be awarded for filed patent applications.

Manipal University reserves the right to modify the above policy as deemed fit from time to time.

Annexure I: Evaluation form to claim incentives for Patent

Annexure II: Bank Account details of Students

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MANIPAL



Evaluation form to claim incentives for Patent

- **PATENT Number:**
- **Title of the Patent/IPR Granted:** _____
- **Granted in:** _____ (mention the country(ies) in which filed)

	Names of Inventors	Types of Inventors	Department	Institution	EMP Code/Registrati on No. of Student
1					
2					
3					
4					
5					

Declaration by the submitting Inventor:

The patent/IPR grant is an outcome of my/our innovative work. The work described is Novel. I/We have taken due care to ensure that the patent does not infringe upon the existing patent and/or is not a part of existing literature or prior art.

Name: _____ Designation: _____

Department: _____ Institution: _____

Email ID: _____ Signature with date: _____

For the use of forwarding office only:

Name & Signature of the Guide/HoD/HoI

Name & Signature of Head of Institution

For the use of Directorate of Research only:

Total number of points:

Coordinator - TTO

DoR,MU (signature with date)

Director Research – (Health Sciences / Technical)

Manipal University (signature with date)

Bank Account details of Students (in case of student inventors named in the granted patents)

Registration Number:

Details of Account Holder:

Name of Account Holder	
Account Number of above account	
Bank Name	
Branch name & Code	
Branch Address	
MICR Code	
IFS Code No. of the Branch	
Complete Contact Address of the student	
Handheld/Telephone No.	
E-Mail	