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INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY



NAGALAND UNIVERSITY
(*A Central University Estd. By the Act of Parliament No.35 of 1989*)
Headquarters: Lumami-798627, Nagaland

1. Introduction

Nagaland University is committed to excel in teaching and research. The IPR policy of Nagaland University aims to provide a framework to make, promote, support and protect the inventions of and for Nagaland University. Another prospect is to increase the awareness of the knowledge asset and to undertake and promote consultancy, research projects and commercialization related to inventions, innovations and research findings for the benefit of society.

2. Applicability

This Intellectual Property Rights policy is applicable to all the faculty, staff, students and researchers of Nagaland University and their range of activities during their engagement/association with Nagaland University.

3. Coverage

This policy covers and extends to intellectual property (IP) *interalia* the following:

- I.** New, useful, scientific and technological advancements in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties etc. which are patentable.
- II.** Industrial and architectural designs, models, drawings, creative, artistic and literary works, teaching resource materials, generated records of research including thesis and dissertation, software, websites etc. which are covered under copyrights and designs.
- III.** Trademarks, service marks, logos, Integrated circuit layout designs etc.
- IV.** Any potential IPR generated through consultancy, live, capstone or dissertation projects.

4. Objectives

The objectives of this policy are as follows:

- I.** To foster, stimulate and encourage creative activities in all areas including but not limited to academics, research, consultancy and other activities of Nagaland University.
- II.** To protect the legitimate interest of all stakeholders of Nagaland University and the society and to avoid conflict of opposing interests as far as possible.
- III.** To provide transparent administrative system for the ownership, revenue distribution, control and transfer of IP.

5. Definitions

Priority Date: The date of filing of first application of patent for the respective technology.

Inventor(s): A person or group of persons who created/invented the respective IP, process, product or design etc as the case may be.

Applicant: The entity who has applied for the patent and owns the legal right for the patent.

Technology Transfer: Technology transfer is the process of transferring research results, scientific knowledge, discoveries, processes, methods, technologies etc. from one organization to the other for further development and commercialization or otherwise

Assignment: An assignment of IP involves transfer of ownership and permanently to the assignee by the inventor.

Prior Art: State of the art or background art is constituted by all information that has been made available to the public in any form, before a given patent application date that might be relevant to a patent's claims of originality.

Author(s): A person or group of persons who is the originator of literary or dramatic or artistic work.

Nagaland University Personnel: All faculties, staff, students and researchers of Nagaland University and others related to Nagaland University.

6. Ownership of Intellectual Property

6.1. Nagaland University shall be the ‘SOLE OWNER’ as application is done as per general interpretation of IP and the concerned ‘University Personnel’ who created the IP shall be the inventors.

I. Any intellectual property that is made or designed or created by Nagaland University personnel during their tenure of employment, research work or study or any other engagement/association at/with Nagaland University and /or with use of Nagaland University resources including but not limited to funds, time, facilities, equipment, manpower or any other resources.

II. It has been developed under any contractual tie-up or arrangement or work for hire or adhoc, or outsourced by Nagaland University.

III. It has been developed with the use of external funds / facilities, including that of sponsored research or consultancy projects obtained in the name of or through Nagaland University with or without any support or resource of Nagaland University otherwise.

IV. It has been developed pursuant to an agreement/collaboration/arrangement where ownership has been specifically transferred to or vested with Nagaland University.

V. Any IP also including Software, technology, process etc. developed over a period of time with/through contribution of Nagaland University personnel for Nagaland University.

6.2. Sharing of ownership (Joint applicant)

I. If the IP is a result of funds sponsored by an organization, other than Nagaland University, then the IP will be shared between ‘**Nagaland University**’ and the ‘**Sponsoring Agency**’ on case to case basis, as per mutual agreement between Nagaland University and the concerned organization.

II. When the IP has emerged as a result of an Institutional/Industrial/any other consultancy, given by Nagaland University; then the concerned organization and Nagaland University shall jointly own the IP as per mutual agreement.

III. When the IP has emerged as a result of collaborative research work by Nagaland University and other collaborating organization without external funding from third party, the concerned collaborating organization and Nagaland University shall jointly own the IP as per mutual agreement.

IV. If the IP has emerged as a result of collaborative research work by Nagaland University and collaborating organization with support from external funding from third party, the concerned collaborating organization, sponsoring third party and Nagaland University shall jointly own the IP as per mutual agreement.

V. When the IP has emerged out of the work carried out by Nagaland University personnel during their visit to a third party/Institution/organization then it will be owned according to the terms and conditions defined in mutual agreement. On the other hand, if IP has emerged out of the work carried out by personnel from some other institute while working in Nagaland University, then it shall be owned according to the terms and conditions of the mutual agreement done between the parties. **The approval shall be done on case to case basis by IPR Cell of NU.**

6.2.1. For sharing of IP as detailed above, the following guidelines shall be followed:

I. If the external funding agency allows Nagaland University to own the IP, then Nagaland University may share its rights with other collaborative partner(s) subject to their respective contribution.

II. If the funds are provided by a Government Organization, then the ownership shall be decided in compliance with the ownership clauses defined by the respective funding organizations for approval of the specific activity/project.

III. In case of funds provided by a non-government agency, the ownership may be shared between Nagaland University and funding agency, taking into consideration of relative contributions of parties involved as per mutual agreement.

IV. In case of any infringement, the inventor(s)/author(s) shall be present in all court proceedings.

6.3 Waiver of IP rights

Nagaland University shall own or reserve the right at all times to discontinue or proceed with the IP at any stage with any including but not limited to stage of its generation / creation, submission to concerned IP authorities and even thereafter during IP processing or granting as it seems appropriate.

7. Disclosure of Intellectual Property Prior to Filing IPR

Nagaland University personnel are required to disclose the invention in the beginning *i.e.*, at idea/development stage to IPR CELL, Nagaland University with preliminary information as per the Nagaland University Intellectual Property Disclosure Form through the Head of the concerned Department/Section (Attached as Annexure).

8. Internal Evaluation, Filing, Commercialization and Licensing of Patent/Copyright/Design/Trademark/or Other IPR

8.1. IPR Cell will be the concerned office to coordinate the activities of evaluating, protecting, licensing and recording any Intellectual Property of Nagaland University.

8.2. The concerned office may advise Nagaland University personnel regarding the management of intellectual property issues like ownership, confidentiality, seeking advice from experts, disclosure, patentability, transfer and allied matters.

9. Procedure for Filing of Patent/Copyright/Design/Trademark etc.

9.1. Any University personnel desirous of filing a patent or copyright or trademark or any other IPR must fill the IP Disclosure Form duly signed by all the inventor(s), forwarded by the HOD/Controlling Officer, for approval by the IPR Committee. While submitting the IP Disclosure Form, the NU Personal shall submit a 'Declaration' that the work has been done in the Nagaland University. If the work is done in collaboration with other institute (National/International), the NU lead Inventor will submit a 'No Objection Certificate' from the collaborators/collaborating institute(s). Without the 'NOC' no Non-NU inventor(s) will be the part of the IP inventor(s).

9.2. On approval by the competent authority, the IPR Cell will assign unique ID number for the IPR application, and thereafter the inventor can file for patenting through the authorized Patenting Agencies/Agents only.

9.3. National filing/ International filing

I. IPR Cell will allow the filing of the IPR on approval of the Intellectual Property Disclosure form. Nagaland University will reimburse the cost of only 'Academic Patents' Filing Expenditure if the Patent is/are filed through the NU authorized agencies/agents. University shall reimburse the expenditures (including the Professional charges of the authorized IPR agency, NBA filing expenditure, Affidavit [if any!], renewal of Patent) of maximum 03 (three) numbers of patents per year. If any NU Personal desires to file Patent of the same matter in different countries, NU will consider the 'Indian patent and

one more country for reimbursement; however, this will be counted within the maximum annual quota of three. For reimbursement, the inventors shall submit the duly certified 'original bill, patent publication copy/grant certificate, payment receipt' through the Head of the Department/Section and Dean of the School.

II. Besides Patents, if any inventor wishes to file other category of IPR, can do so with the same procedure described in sections 9.1 and 9.2; however, University will not reimburse the expenditure. Further, in case any faculty or staff is willing to file patents beyond the annual quota of three by paying from the project grants (if available!) or self, can file on their own after seeking permission from the University IPR cell and the IPR Cell shall provide consultancy for the same.

However, this clause is subject to review periodically every three (3) years.

9.4. Filing of joint IPR application with the collaborating institute/ organization as applicants: Inventors are encouraged to participate in research activities in collaboration with the inventors from the other institute/ organizations and any research output from the collaboration can be filed in the form joint IPR application where both the collaborating institutes shall serve as applicants along with inventors from both institutes.

9.5. Filing of an IPR application with the partnering institute/ organization where applicant is only UNIVERSITY whereas inventors are from both the institutes/ organizations: The cases where the institute/ organization other than Nagaland University is not interested to include it's in name as **applicant in the IPR application** for any research output and only the inventors from that institute organization wish to include their name in the IPR application, all such inventors need to submit the NOC from the partnering institute/ organization from their organization Head/ Registrar/ Authorized signatory of the partnering institute/ organization or self-declaration by Principal Inventor.

9.6 Filing of an IPR application with the partnering institute/ organization for where UNIVERSITY does not wish to include its name as applicant

In cases where the inventors from both the institutes/ organizations have not utilized any of the Nagaland University facilities directly or indirectly in terms of time, course content, facilities, infrastructure, students, laboratory etc. while working on the invention, the inventors from Nagaland University can apply for the IPR application with the partnering institute/ organization as an applicant without mentioning the name of Nagaland University as applicant only after due approval from the competent authority. However, inventors from Nagaland University in all such cases need to give the Nagaland University affiliation in the IPR application. Further, Nagaland University will not bear any expenses for novelty, patentability search and drafting of IPR application etc.

Note:

If inventor wants to fill IPR on their own, they must take permission for such filing through their respective HOD and IPR Cell of Nagaland University.

Patentees cannot sign commercial agreements *Suo Moto* without prior approval of University Authority; document has to be signed by the Registrar of Nagaland University, in case Nagaland University is the applicant.

In case of individual applicant, Registrar of Nagaland University, as well as the applicant have to both sign on the document, with due approval of competent authority.

If, any point(s) not stated above, the Nagaland University authority will take appropriate decision case-to-case basis and will be final.

10. Copyright

10.1. Copyright owned by the author(s) (Publication of Books):

Copyright will be owned by the authors (faculty, researchers and students) for textbooks, research books, articles, monographs and other scholarly publications unless restricted by an agreement/understanding.

These may also include popular novels, poems, musical composition, and other works of artistic imagination, in-case any faculty or student prefers to work. The faculty or student or others concerned will keep Nagaland University informed about such creations.

Revenue generated, if any, from such activities must be shared to Nagaland University as per the prevailing rules of income from other professional activities/sources.

10.2. Copyright owned by UNIVERSITY (Artwork, Lab manuals, software, design etc.)

I. Nagaland University shall be the owner of all copyright works including but not limited to software, teaching materials designed and developed by Nagaland University personnel.

II. Nagaland University will also be the owner of copyrights of works produced also other than including software teaching materials developed by person by utilising Nagaland University resources, funds, time etc provide in the form of any of the resources or otherwise.

III. The liability of infringement if found any shall lie on the inventor/author solely.

10.3. Other copyright material

Nagaland University personnel -

I. Will respect protection offered by Indian Copyright Act of 1957 to all copyrighted material,

II. Would use copyrighted materials for only personal use, teaching and research purposes as permitted by Indian IP laws, and

III. Would not use copyrighted material in their thesis, publications, reports and other professional documents without taking explicit prior permission of the copyright holder.

IV. Will be themselves responsible for reviewing and vetting their content for copyright compliance under the copyright act of India 1957.

In case of reproducing any pictures, diagrams etc. as such, the faculty/ researcher should be able to provide the copyright compliance. Also, if author/s finds someone using their

copyrighted material, they will inform the IPR Cell with the evidence/s i.e., proof of usage for further action.

11. Design Registration

The University will provide full support in filing any design registrations for any artistic, scientific work as per the rules and regulations of the IPO. The filing shall be done as University being the applicant. The designer shall submit softcopy of design certificate as received from IPO to IPR Cell.

An infringement if any found, the inventor/author shall be present in all court proceedings in case of infringement.

12. Trade and Service Marks

Trade and service marks related (examples such as logos, symbols, phrases etc) to goods and services specified as per Indian patent office involving Nagaland University will be owned by Nagaland University. In-case of joint project/s, the cost of trade mark registration fees will be shared as per the terms mentioned in the mutual agreement between Nagaland University and other organizations. This activity will be done only in specific cases in which the technology/product (patents) is fully developed and ready for commercialization/market launch.

An infringement if any found, the inventor/author shall be present in all court proceedings in case of infringement.

13. Violation of Policy

Any Nagaland University personnel, if found guilty of non-adherence or violation or breach in respect of provisions of this policy, may be subject to disciplinary action as decided by the University.

14. Commercialization

After the filing or granting of the Patent (IP), Commercialization will be made through licensing or assignment or otherwise as seems appropriate by the University.

14.1. Commercialization of Copyrights

The distribution of income in case of copyright owned by Nagaland University shall be as per the terms and conditions of the agreement with the publisher.

Nagaland University shall be the owner of the copyright on all teaching materials, software, prototypes, paintings, sculptures etc. as developed by the employees or students of the institute as a part of any of the academic programmes/activities. However, the author/s shall have the right to use the material in his/her professional work including their books, articles, monographs, speeches and other communications. The author/s shall have full rights to circulate the material as per the requirement with information being shared with the IPR cell.

A separate copyright agreement shall be signed with the author if required for

commercializationas per the decision of the Executive Council of Nagaland University. If any infringement is found, the inventor/author shall be present in the court proceedings.

15. Distribution of Income

The distribution of net income or net profits earned by commercialization of IP shall be funded after adjustment of relevant expenditures as prescribed by the University.

The commercialization benefits shall be distributed among all inventors after recurring the cost of filing and other expenses as given below:

- I. 50% of overall commercial benefit goes to Nagaland University,
- II. Rest 50% will be distributed among all inventors equally.

16. Amendments of IPR Policy

The University reserves the rights to make modification(s) in respect of any provision of this policy as it deems appropriate from time to time. Where any doubt arises as to the interpretation of this policy, the decision of the competent authority of the University shall be final and bindingon all concerned.

17. Dispute Resolution

In case of any dispute or matter concerning the IPR policy, the grieving party may appeal to the competent authority of the University, through the IPR Cell. If the aggrieved inventor is not satisfied with the decision of the Competent Authority of the University and mechanism under Alternate Dispute Resolution (ADR), then can appeal to the Gauhati High Court, Kohima Bench.

18. Legal Jurisdiction

Dispute or any matter concerning to this policy is subject to the exclusive jurisdiction of the Gauhati High Court, Kohima Bench.
