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<p><b>Purpose of OU IP Policy</b></p> <p>Osmania University is committed to ensuring that IP emanating from its Research activities is used in support of the objectives set out in its Statutes, Ordinances, and Regulations and in accordance with its legal obligations, for the benefit of the Institution, the Creators and, most importantly, society-at-large. The purpose of the IP Policy is to facilitate promotion of IP utilization, ensure proper IP management, manage balance of interests of different stakeholders, pave way for responsible commercialization of IP, provide incentives to the creators, inventors and innovators and to encourage research that responds to the local, regional and national needs.</p>	

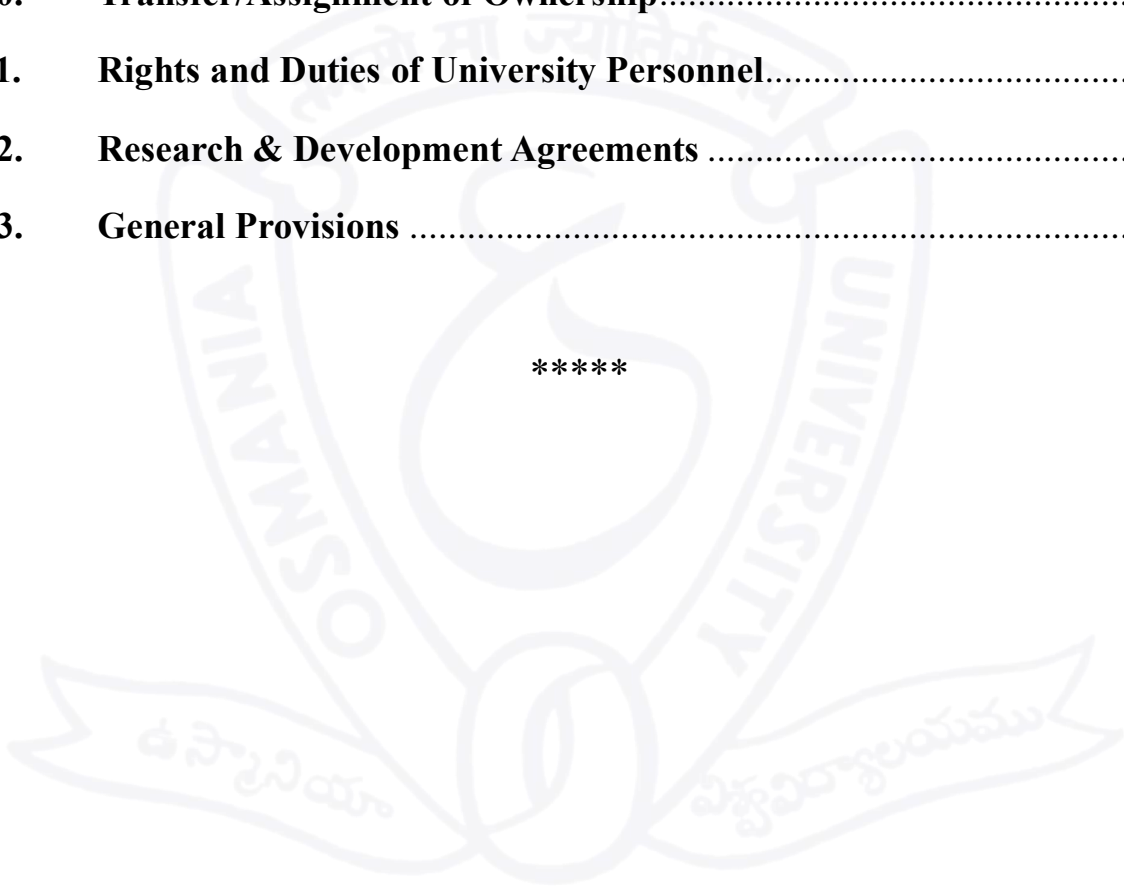
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# OSMANIA UNIVERSITY IP POLICY

## 1. Preamble

Universities and research institutions have a fundamental role in socio-economic development. Innovation and scientific development are the basis for economic, technological and social mobility, as well as for economic growth. Universities and research institutions are a main arena where scientific development and innovation take place, and the intellectual property system is the primary mechanism that enables universities and society at large to capture the value of innovation.

The youth particularly the students and research scholars today are the key to creating, nurturing, building and strengthening creativity and innovation. Teacher-Student focused policies ensure that change is initiated and supported by them, especially in light of envisioning a young and healthy start-up ecosystem. The R&D facilities, infrastructure and other amenities provided by the academic institutions, offer a platform for students to build and sustain a creative and innovative environment.

Intellectual property (IP) refers to creations of the mind: inventions; literary and artistic works; symbols, names and images used in commerce, trade names, trademarks, industrial designs and lay-out and integrated circuit designs apart from the geographical indications of goods and traditional knowledge systems. IP is protected in law by way of Intellectual Property Rights (IPRs) like patents, copyright and trademarks, which enable people to earn recognition or financial benefit from their inventions or creations. An IP Policy provides a framework for the effective protection and commercialization of innovation and creativity of talented minds.

The overall aim of this IP Policy is to nurture the spirit of innovation and creativity, and thereby translate these into products, processes, and services for commercial exploitation in wider public good. The aim is

to contribute in the transforming industry and society, by delivering research-led education, promoting innovation, collaboration and fostering human values.

## 2. Objectives of OU IP Policy

The following are the common objectives of the Osmania University IP Policy.

- ❖ To reward the creativity of the researchers, technicians and students.
- ❖ To facilitate the transfer of knowledge and technology to society.
- ❖ To promote, preserve, encourage and aid scientific investigation and research.
- ❖ To encourage research, scholarship and a spirit of inquiry, thereby generating new knowledge.
- ❖ To create an innovative culture which fosters the creation of IP and provides a framework for considering its commercial potential.
- ❖ To facilitate practical application and economic use of IP arising from the results of research and other creative work carried out at the Institution to produce benefits for society.
- ❖ To ensure that the commercial results, financial or other benefits are distributed in a fair and equitable manner that incentivizes and recognizes the contributions of Inventors and the Institution as well other stakeholders.
- ❖ To ensure that both IP and other products of research are made available to the public through an efficient and timely process of technology transfer.

- ❖ To provide a clear understanding of the rights and responsibilities of the Institution, and its staff members, students and visitors.
- ❖ To provide a framework to foster innovation and creativity in the areas of technology, sciences, and humanities by nurturing new ideas and research, in an ethical environment.
- ❖ To protect the IP generated by faculty, students, and staff of Osmania University, by obtaining IPRs for their creative and innovative works.
- ❖ To lay down an efficient, fair, and transparent administrative process for ownership control and assignment of IPRs and sharing of revenues generated by IP, created and owned by Osmania University. Additionally, in cases of government funded research, the inventor(s)/ organization(s) should disclose their IP filings to agencies that have funded their research.
- ❖ To promote more collaborations between academia and industry through better clarity on IP ownership and IP licensing.
- ❖ To create a mechanism for knowledge generation and its commercial exploitation in order to augment the financial self-sustenance goals of the academic institution & its labs and to reward faculty and researchers; and .
- ❖ To establish an IP ecosystem in the University for supporting all innovation, creativity and IPR related endeavours of students, research scholars and faculty members, and further to enable the IP cell to function as the nodal agency to implement the mandate of the IP policy.



### **3. Purpose of OU IP Policy**

Osmania University is committed to ensuring that IP emanating from its Research activities is used in support of the objectives set out in its Statutes, Ordinances, and Regulations and in accordance with its legal obligations, for the benefit of the Institution, the Creators and, most importantly, society-at-large. The purpose of the IP Policy is to facilitate promotion of IP utilization, ensure proper IP management, manage balance of interests of different stakeholders, pave way for responsible commercialization of IP, provide incentives to the creators, inventors and innovators and to encourage research that responds to the local, regional and national needs.

### **4. Definitions**

For the purpose of this OU IP policy, the following definitions are to be followed.

#### **4.1. Applicant**

A person or an organization, who owns the rights to the IP, and makes a formal application before an IP office for grant of the respective right such as Patent, Industrial Design or Copyright. Osmania University is usually the Applicant for all IP generated/developed by the University Personnel.

#### **4.2. Assignee**

A person or an organization like the University to whom/which ownership right(s) to the IP is/are legally transferred.

#### **4.3. Assignment**

Act of transferring the ownership rights including the title and interest in the IP generated/developed. Under this IP policy all the University Personnel by virtue of their engagement with the University assign or transfer Ownership rights to the University.



#### **4.4. Author**

An author is as defined under Section 2(d) of the Copyright Act, 1957 and generally includes a creator of literary works, artistic works, computer programmes and musical works etc.

#### **4.5. Background IP**

Any IP that is created, invested, authored or developed prior to or independently owned or controlled by the parties before the date of the agreement/contract for research and development leading to registration/commercialization of IP. It is pre-existing IP that a party brings to a research project like inventions, literary works and technical know-how. The parties include individuals, Osmania University, funding agencies, collaborators, Government or its Agencies.

#### **4.6. Collaborative Activity**

The research undertaken by the University Personnel, in cooperation with industry and/or another researcher(s), outside Osmania University. It refers to activities that are jointly conceived, planned, and executed by University Personnel, in collaboration and partnership with, representatives, personnel, and staff of the collaborator such as an Industry, sponsors, universities, NGO's, research organizations, hospitals or any other third party. It is characterized by substantial inventive and financial contributions from these entities.

#### **4.7. Commercialization**

It refers to the various activities, processes, and steps undertaken by the Assignee/Licensee, under the terms of the Assignment/Licensing Agreement, to put the Copyrightable Work /Technology/ Invention/ other IP to commercial use, in terms of sale, internal use, etc., that result in financial, commercial, economic, or any other material benefit to the Licensee. The terms

of such Agreement will specify the compensation to be paid by the Assignee/Licensee to the University (the Assignor/Licensor), and such compensation would include a one-time Lump Sum Transfer Fee, as well as deferred Royalty payments. In addition, the Licensee may also offer a certain equity in the start-up venture to the University, on terms to be mutually discussed and negotiated. There are many Commercialization pathways, both for-profit and not-for-profit which may involve exclusive or non-exclusive licensing, assignment of the IP, formation of a start-up company, the use of patent-management companies or government agencies, non-profit use or joint ventures. *However, the use/supply of Course Materials by the Institution for the purposes of teaching and research in its programs, usually does not constitute Commercialization of the IP.*

#### **4.8. Commercialization Entity**

It is a spin-off/out or a start-up. In the context of the IP Policy, a start-up is a new company which may have been formed by the University Personnel, or may be a new company which acquires and seeks to commercialize the Institution IP. There is no definitive time period when a newly formed company is no longer a start-up; *however, eighteen to twenty-four months may be considered as a reasonable period.* A spin-off (or spin-out) refers to a start-up company that “spins off” or “spins out” of the University. A spin-off is thus always associated with the University. Start-ups or spin-offs may, in some cases, be partly owned by the University by virtue of the IP licensing contract which apportions shareholding in lieu of, for example, royalties.

#### **4.9. Confidential Information**

It shall mean and include any and all proprietary information whether commercial or technical of the University and shall without limitation, include trade secrets, data, know-how, software programs, processes, specifications, drawings, marketing plans,

financial, strategies, forecasts, any or all IP, product development plans, marketing, sales leads and work in progress; engineering, technical, manufacturing, service, financial and personnel information relating to all transactions of Osmania University, evaluation material, internal discussions and all non-public information whether the information is in print, written, electronic form or oral that is valuable to Osmania University and is not generally known to outsiders.

#### **4.10. Consultancy Projects**

The work conceived and funded by public funding agencies or industries or any third party to the University for providing advice/solution to a specific problem without using substantial university resources.

#### **4.11. Copyright**

A type of IP and refers to describe rights that creators have over their literary and artistic works etc. Works covered by copyright range from books, music, paintings, sculpture and films, to computer programs, algorithms, databases, advertisements, maps and technical drawings.

#### **4.12. Creator**

This term is used to refer to any staff member, Faculty, Student or Visitor who creates IP at the Institution. The Creator can be an inventor, author, artist, designer, developer and other similar designations as defined by law and used in practice. To be considered a Creator, an individual must be considered to be a creator of the IP pursuant to the relevant law, for example, an inventor pursuant to the Patents Act, or an author or co-author pursuant to the Copyright Act. It is recognized that collaborative or co-operative effort may involve several Creators. For the purpose of the Policy, the Creator can be a Staff Member, Faculty, Visitor or Student.

#### **4.13. Disclosure of IP**

Confidential Information such as the Invention written up, and revealed by an Inventor to the University, to determine whether IPR for the said disclosure should be sought and obtained by the University. The University would also ascertain what could be the scope for Technology Transfer, Commercialization, and Licensing of the said Invention. This is different from Publication or Public Disclosure.

#### **4.14. Intellectual Property (IP)**

The creation of mind and primarily encompasses inventions; literary and artistic works; designs; symbols and names used in commerce, method or process of manufacture; biological material; drawings, prototypes, integrated circuit layout or semiconductor chip layout or design; or scientific, technical or engineering information; computer software (in source and object format); improvement, modification or development of any of the foregoing; trade secret and know-how.

#### **4.15. Intellectual Property (IP) Policy**

IP Policy refers to the instant policy along with the Annexures and the previous versions of the IP Policy, if any in force. The instant IP Policy refers to the set of principles, values, and guidelines that will govern all the actions and efforts of Osmania University, towards the identification, protection, prosecution, utilization, transfer, licensing, and commercialization of all IP arising out of the research and development work of the University Personnel.

#### **4.16. Intellectual Property Rights (IPR)**

Ownership and associated rights relating to intellectual property, either registered or unregistered, and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case, all rights or forms of

protection having equivalent or similar effect anywhere in the world. The IPRs recognized in India are broadly listed below:

- ❖ *Patent*: As defined under Section 2(m) of the Patents Act, 1970.
- ❖ *Copyright*: Copyright is a right given to creators of literary, dramatic, musical and artistic works and producers of cinematograph films and sound recordings. Works are as defined under the Copyright Act, 1957.
- ❖ *Trademark*: As defined under Section 2(zb) of the Trade Marks Act, 1999.
- ❖ *Design*: As defined under Section 2 (d) of the Designs Act, 2000.
- ❖ *Semiconductor Integrated Circuit*: As defined under Section 2(r) of the Semiconductor Integrated Circuits Layout Design Act, 2000.
- ❖ *Plant Variety*: It denotes a new plant variety which satisfies the conditions of novelty, distinctiveness, uniformity and stability and governed by the Protection of Plant Variety and Farmers Rights Act, 2001.
- ❖ *Geographical Indication*: As defined under Section 2 (e) of the Geographical Indications Act, 1999.

#### **4.17. Foreground IP**

IP/IPR resulting directly from and authored, conceived, developed, reduced to practice or otherwise created during the performance of research agreement/ contract by the University or in collaboration with the Collaborating Entity.

#### **4.18. Genetic Resources (GRs)**

GRs themselves, as encountered in nature, are not IP. The term 'genetic resources' refers to any biological material which contains genes and/or metabolic material that may be derived from genes. Genetic and other biological resources constitute unique subject matter for IP protection ever since IP systems began to protect innovation in the modern life sciences . They include, for example,

microorganisms, plant varieties, animal breeds, genetic sequences, nucleotide and amino acid sequence information, traits, molecular events, plasmids, and vectors.

#### **4.19. Invention**

Any invention which is a product or process in all fields of technology, provided that it is new, involves an inventive step and is capable of industrial application.

#### **4.20. Inventor**

University Personnel who contributed to the creation/conception or/and development of the invention, and preferably contribute to the claims of a patentable Invention.

#### **4.21. Joint IP/ Joint ownership**

IP that may be jointly owned by Osmania University and the external party that has contributed intellectually to generation of such IP through its employees.

#### **4.22. Know-how**

Any technical information or tacit knowledge closely held together with accumulated skills which is valuable and identifiable, including results, experimental techniques, formulae, chemical structures, source code etc; not strictly an IP but equally important and proprietary to Osmania University.

#### **4.23. Licensor**

A person or an organization such as Osmania University which grants a license to another or a third party known as Licensee. The University being the IP(R) owner grants permission to another individual or an organization to make, use, import, sell etc., the rights it holds in a patent, copyright or other forms of IPR.



#### **4.24. Lump Sum Transfer Fee**

The financial compensation paid as a single payment by the Licensee to Licensor, in this case, Osmania University, for the rights to use the Technology/ Invention/IP(R), for commercial purposes, including the sale, internal use, lease, rent, or assign to any other party, etc. that result in financial, commercial, economic, or any other material benefit to the Licensee.

#### **4.25. Moral Rights**

Moral rights are enshrined under the Copyright Act, 1957. They are the author's or creator's or performer's special rights which include, the right to paternity and the right to integrity.

#### **4.26. Net sales**

Total revenue (gross sales), less the cost of sales returns, allowances, and discounts.

#### **4.27. Ownership**

Subject to the rights of the government/funding agencies and any exceptions contained in this policy, Osmania University owns or will be considered the owner of all the IP generated by the University Personnel during the course of their employment/engagement. Ownership of Patent or IP is independent of inventorship/authorship. The University Personnel generating/creating the IP will be considered Inventors/authors.

#### **4.28. Patent**

A type of IP and refers to an exclusive right granted for an Invention which is either a novel product or a process that provides a novel way of doing something, or that offers a new technical solution to a problem which has some industrial use and is not obvious to a person skilled in the art.



#### **4.29. Project**

A series of tasks that need to be completed in order to reach a specific outcome by the University either on its own or in collaboration with an external entity and includes research project(s) and consultancy projects(s).

#### **4.30. Publication or Public disclosure**

The various documents, reports, technical communications, research papers, manuscripts, software, research data etc., arising out of a research and development work carried out by the University Personnel that are generally made available to the public by act of publishing, including electronic and printed copies, through different forms such as journal publications, books, thesis, dissertations, newspaper articles, posters, conference publications or other publications via a website or other electronic means, physical copies or in an oral presentation to someone who is not an employee of the University, or is not bound by confidentiality to keep such information secret, would amount to publication or public exposure. . Demonstration/promotion of the invention in a public place is also considered public disclosure. Thesis and dissertations kept in the Osmania University library or published as an e-copy is also considered public disclosure. In the field of copyright, “disclosure” may mean making a work accessible to the public for the first time. First publication of works is one - but not the only possible - form of disclosure, since works may also be disclosed through non-copy related acts, such as public performance, and broadcasting to the public by cable (wire). In the field of patents, “disclosure” is part of the core rationale of patent law. Patent law imposes a general obligation on patent applicants “to disclose the invention in a manner sufficiently clear and complete for the invention to be carried out by a person skilled in the art”. Therefore, controls should be put in place to keep new inventions confidential for a limited period to allow the OUIPMC

to undertake a timely evaluation of the case including patentability assessment.

#### **4.31. Public Domain**

In general, a work is considered to be in the Public Domain if there is no legal restriction for its use by the public. The Public Domain has been defined in the field of copyright and related rights as the scope of those works and objects of related rights that can be used and exploited by everyone without authorization, and without the obligation to pay remuneration to the owners of copyright and related rights concerned – as a rule because of the expiry of their term of protection, or due to the absence of an international treaty ensuring protection for them in the given country. The Public Domain in relation to patent law consists of knowledge, ideas and innovations over which no person or organization has any proprietary rights. Knowledge, ideas and innovations are/shall be considered to be in the Public Domain if there are no legal restrictions of use (varying in different legislations and forms), after expiration of patents (regularly 20 years), as a consequence of non-renewal/lapsed rights, after revocation and after invalidation of patents.

#### **4.32. Research**

Research comprises three activities: *Basic Research*, *Applied Research* and *Experimental Development*; wherein

- ❖ *Basic Research* is experimental or theoretical work undertaken primarily to acquire new knowledge of the underlying foundation of phenomena and observable facts, without any particular application or use in view;
- ❖ *Applied Research* is also original investigation undertaken in order to acquire new knowledge. It is, however, directed primarily towards a specific practical aim or objective; and
- ❖ *Experimental Development* is systematic work, drawing on existing knowledge gained from Research and/or practical

experience, which is directed to producing new materials, products or devices, to installing new processes, systems and services, or to improving substantially those already produced or installed.

#### **4.33. Revenue**

Revenue denotes, all financial earnings made by Licensee, from the rights to use the Invention/ IP(R), for commercial purposes, including the sale, sub-license, internal use, or assign to any other party, etc. that result in financial, commercial, economic, or any other material benefit to the Licensee. Where the context so admits, Revenue would also refer to the financial compensation paid by the Licensee to the Licensor, in this case, the University, for the rights to use the Invention/ other IPRs, for commercial purposes, such as the sale, internal use, sub-license to make, import or assign to any other party that result in financial, commercial, economic, or any other material benefit to the Licensee.

#### **4.34. Royalty**

It is the periodical payment made to an inventor/author or an institution for legal use of a patented invention or any IP when licensed. It is the deferred payment made by the Licensee/ Assignee to the University, to compensate for the rights to use the IP, for commercial purposes, including the sale, internal use, import, sublicense etc. that result in financial, commercial, economic, or any other material benefit to the Licensee. The terms of the Royalty/ Royalties will usually be specified in the License agreements as a certain fixed or variable percentage of the Net Sales Value, resulting from the Commercialization of the said Technology/ Invention/ IP.

#### **4.35. Sponsor/ Funding Agency/ Industry**

These terms, used interchangeably in this IP Policy document, refer to the entity that funds the research and development work that is proposed to be carried out by/in Osmania University.

#### **4.36. Technology Transfer**

The process by which the University owned IP, is transferred to another party (the Licensee) to use, put in practice, and commercialize the Invention/ technology or IP owned by the University. The specific terms of technology licensing will usually be set out in detail in the licensing agreement or any suitable agreement, that will be entered into and contracted, between the University which is an owner of the Invention/ IP (the Licensor) and the other party seeking the License (the Licensee).

#### **4.37. Trade Secret**

Any information not generally known or readily accessible to a third-party or accessible to people in the field that would normally deal with that information including IP, but not limited to, an invention, specifications, computer software, circuits designs, schematics, data and know-how, drawings, computer software, copyrightable materials, programs, process, techniques, formulae, product, device, method, program, technical data, compilation or pattern that (i) derives independent economic value , actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use; and (ii) is the subject of efforts that reasonable under the circumstances to maintain its secrecy.

#### **4.38. University Personnel**

All Faculty members of the university in service , Students, Staff, (permanent and temporary), retired but continuing faculty, consultants, ad-hoc appointees, and contract employees, engaging

in education and research at the premises of Osmania University or off the premises of University, working during leave or on duty from the University, including emeritus professor, honorary appointee, visiting fellow, research staff, research associates, post-doctoral researchers, project assistants, students on internship, students enrolled by the University in various degree programs of the University, regardless of the mode of entry through which they are admitted, such as Undergraduate Admission, Graduate Admission, Ph.D. programs etc. University Personnel also includes visiting faculty members or scientists, adjunct faculty, industrial personnel, fellows project/research/technical assistants, summer fellows/ trainees, University alumni and any other personnel from outside University engaged in research and development work at the University independently or in collaboration with University Personnel. University Personnel whose research and development effort results in an IP, and whose IP needs to be protected by the University, will be referred to in this document as Inventors.

#### **4.39. University Resources**

Any form of funds, facilities or resources, including equipment, consumables and human resources such as faculty time, student time, staff time and support staff time provided by the Osmania University, either in a direct or indirect way.

### **5. Scope and Application**

The IP Policy of the University is applicable to all University Personnel associated or engaged with Osmania University and/or making substantial use of University Resources. When University Personnel work at other organizations through a formal agreement between the University and the organization, the IP policy will be interpreted with reference to the relevant formal inter-institutional agreement. This policy is applicable to all University personnel and their range of activities such as, but not limited to, teaching, research, distance



education and modules, continuing education programme, consultancy, sponsored work, collaborative research (internal and external) and the range of inventions includes patentable subject matter, trade mark / service mark, geographical indicators, design registrations, integrated circuits layout, plant varieties, materials transfer and other related necessary Confidential Information.

## 6. Ownership of IP

- ❖ The ownership rights on IP may vary according to the context in which the concerned IP was generated. With the exception of rights to Copyright of works, and other exceptions contained in this Policy, the Ownership of all IP developed by University Personnel in the course of employment and pursuant to Research and Development at Osmania University or outside, vests with the University. Inventors shall provide, upon request by the University, assignment of their rights in inventions to the University and/or other documents necessary for the University to perfect its Ownership rights in relevant IP.
- ❖ IP arising from research funded by the Central or State Government or other government funding agency will be controlled by the terms of the grant or contract and applicable laws. Osmania University may usually own solely or jointly share the IP generated under the government-funded projects, subject to certain rights retained by the government. Any Commercialization option under the Government sponsored research is subject to terms of such contract.
- ❖ In an Industry Funded Project, the ownership to any IP generated without any intellectual contribution or any Background IP from employees of *the industry* pursuant to the Project shall be owned solely by Osmania University in India and in countries filed outside India. Further, Osmania University may consider joint Ownership of IP with an Industry that in addition to funding contributes its Background IP for the development of the Foreground IP; or makes

intellectual contributions to the Foreground IP through the participation of its employees in generating IP together with the University. The extent of Ownership shall be determined based on the intellectual contribution from each entity.

- ❖ In case of a non-industry research collaborator, the ownership of any IP generated solely by university personnel shall be owned solely by Osmania University. Further, the University may also consider Joint Ownership if the collaborator contributes its Background IP for the development of the Foreground IP; or makes intellectual contributions to the development of Foreground IP, contributes intellectually to the generation of IP using its own funds or through funds from an external organization, subject to the policies of funding organization.
- ❖ If the industry is funding only the student academic fellowship, then the IP generated by the student shall be owned by Osmania University and shall be treated as IP of Osmania University and dealt in accordance with this IP Policy.
- ❖ It is the obligation of employees of Osmania University engaged in Consulting and other activities with outside entities to ensure that their activities and agreements with third parties are not in conflict with the provisions of this Policy or other commitments involving the University. Employees should inform those outside/third parties with whom they make agreements of their obligations to the University.
- ❖ All tangible property developed at Osmania University using its funds, shall be owned by the University and shall be licensed in accordance with this policy. The tangible property includes but is not limited to, all forms of material - organic and inorganic chemicals, pharmaceuticals, biologicals, metals, ceramics and polymers, machinery -prototypes (equipment, machine), electrical and mechanical systems, circuits in all packaged and integrated forms-



and computer software. Further, in the case of Government funded project and academia-industry collaborations, any tangible property generated or made in the course of research/consultancy projects shall be owned by the University subject to the ownership and other provisions of the grant. Apart from this, any tangible property generated or made in the course of research projects funded by the industry shall be either solely owned or jointly owned by the University. If the prototype is fabricated at Osmania University for subsequent off-campus use by the industry, such equipment may be licensed exclusively/nonexclusively to the industry. If the tangible property licensed to the industry is used for profit by the industry, then it shall compensate Osmania University for such use, the terms of such use and the remuneration shall be negotiated through a separate agreement on a case-by-case basis.

### **6.1. Exceptions**

- ❖ All IP developed by University Personnel in their own personal time and which is neither connected to R & D of Osmania University nor developed with substantial use of the University Resources shall belong to such personnel identified as Inventors. However, prior to seeking any IP protection or commercialization, the concerned personnel shall submit a full disclosure to the University in the format prescribed and the relevant documentation supporting the claim that there was no significant use of university resources. If University is satisfied, it shall give the Inventor a written acknowledgement that it has no claim on Ownership of that IP.
- ❖ If Osmania University cannot or decides not to protect or commercialize any specific IP or decides not to proceed with the prosecution or maintenance of the specific IPR, the University Personnel may request release of the IP/IPR. Upon determination by the University that releasing the IP to the University Personnel will

not violate the terms of an external funding agreement and that such releasing would be in the best interests of Osmania University and the public, the University may agree to release the Invention to the Inventor(s). If so, the University will Assign or release to the Inventor(s) all interest which it holds or has the right to hold in the IP, subject to the conditions to be specified in writing by the University and subject to the Inventors not utilizing funds from any of the University financial resources including R & D Projects. In the event of such release, the University will retain right to a non-exclusive, non-transferable, irrevocable, royalty-free, worldwide license to the invention for research and educational purposes. *In the event of an Invention being released to University Personnel, such personnel will be required to sign a suitable agreement to remit to the University ten percent of net earnings received by the Inventor(s) through commercialization of the said Invention.*

## 7. Copyright

- ❖ Osmania University shall be the owner of all copyrights, including for computer software and database, teaching material and technical reports created by Osmania University personnel, unless expressly stated otherwise in this Policy or any specific agreement to that effect. If there is third party funding received for Projects that result in copyrightable work then the appropriate IP ownership provisions will apply.
- ❖ If Osmania University hires a third party to perform specific tasks that contribute to a copyrightable work, the rights of such work shall belong to the University.
- ❖ If the University Personnel wishes to make the copyrightable work opensource, the University Personnel is required to keep the

concerned regulating authority/agency informed about such intent. Subject to any third-party agreement, the University Personnel in consultation with such authority/agency can choose the distribution and licensing schemes including free or open-source arrangements. In case of disagreements between such authority/agency and the Osmania University Personnel, the matter will be decided by IPMC of the University.

- ❖ The Osmania University will not register or otherwise protect or enforce the copyright in works it does not own. The University may register and protect the copyright in a work in which it has some right, title or interest. In those cases where the University is the owner, the following notice must be included: “Copyright © [year] Osmania University. All Rights Reserved”. The date in the above notice should mention the year in which the work is/was first published, i.e., distributed to the public or any sizable audience.
- ❖ All the copyrightable works created by the University Personnel shall strictly adhere to the University Grants Commission (Promotion of Academic Integrity and Prevention of Plagiarism in Higher Educational Institutions) Regulations, 2018 and any other law for time being in force, in that regard.
- ❖ It is the duty of the Osmania University Personnel to respect the IP of others. The University supports full utilization of the rights of fair use and the rights granted to educational institutions under copyright law. Where uses of copyrighted works of authorship will exceed those permitted by fair use and other statutory exceptions, permission to use the copyrighted works of authorship should be obtained from the copyright owner. Copyright infringement is considered as a serious violation and illegal.

### **7.1. Student Thesis**

A student shall own the copyright of his or her thesis or dissertations written as student to satisfy the Osmania University degree requirements. The student shall grant to Osmania University a royalty-free permission to reproduce, publish, and publicly distribute copies of the thesis, in any appropriate form. If a thesis contains information on an Invention or any IP that is protectable, the University at its discretion may delay the public dissemination of the thesis, if it intends to seek statutory protection for any material contained within it.

### **7.2. Exceptions**

- ❖ As a traditional exception, the University shall not claim Ownership of copyright on books and publications authored by University Personnel.
- ❖ If University Personnel creates software that is not part of his or her normal duties, does not substantially utilize University resources, and if the software development is done outside of the normal working hours of the University, the Ownership of such software would remain with the University Personnel.
- ❖ Unless the University has some obligation or special investment in regard to the work leading to the software that would make University Ownership appropriate, the intent is to vest Ownership in the student, of any software which was created as part of student's class work, or as part of normal extra-curricular activities.

## **8. Osmania University Intellectual Property Management Committee (OUIPMC)**

- ❖ The Osmania University Intellectual Property Management Committee (OUIPMC), appointed by the Vice-Chancellor of the Osmania University, shall oversee and guide the processing and management of the IP of Osmania University, including its

utilization/commercialization. The OUIPMC is responsible for reviewing and interpreting this IP policy and for resolving any dispute that may arise in the context of IP and IP management at the University. The OUIPMC will also provide guidelines for Technology Transfer undertaken by the University and for Technology licensing practices of the University.

- ❖ The OUIPMC shall maintain the records of the IP of Osmania University in an appropriate form with sufficient details. It shall monitor the timely payment of any maintenance or annuity fees of protected University IP and other legal compliances in respect University IP.
- ❖ A Nodal Officer shall be appointed in Osmania University for managing the IP of the University, reporting to the Vice-Chancellor of the University and guided by the OUIPMC, which is responsible for the day-to-day handling of IP matters, dealing with Disclosures of Inventions submitted by the University Personnel, arranging for the Evaluation of Disclosures, filing and maintaining Patents and other IP applications, and negotiating Technology Transfer, Licensing, and Commercialization Agreements, Research Agreements, or any other Agreements concerning IP related matters, in accordance with this OU IP Policy.

## **9. Commercialization of IP**

- ❖ As the Sole or Joint owner of any IP, the University is entitled to enter into an agreement with any party for the utilization of its IP, whether on commercial terms or on non-commercial terms in the public interest, and in a manner consistent with the terms of any agreement involving the R&D project from which IP was generated and read harmoniously with the terms of this policy.



- ❖ Osmania University may adopt various models for royalty sharing amongst creator/s, inventor/s and institution/ organization. A suggestive arrangement is given below:
  - *60:40 ratio of revenue sharing:* 60% of the royalty/ technology transfer amount with the researcher and 40% with Osmania University.
  - *Deciding the division of royalty/ technology transfer amount on fixed slabs:*

Cases	Net Earnings	Inventor/s	Share of University	Service Account
1.	For first amount Q	65%	25%	10%
2.	For next amount Q	45%	45%	10%
3.	For amounts more than 2Q	25%	65%	10%

\* In case of Osmania University, 'Q' is fixed at Rs.10 Lakhs.

\*\* *Service Account:* Money may be used for the promotion and upgradation of the invention. Unused funds from the service account will be used for the promotion of commercialization, IP protection and other related activities.

- ❖ Osmania University shall be entitled to grant Licenses, whether exclusive or not including open-source licenses, for the utilization and commercial exploitation of University IP, or to make such other arrangements as the University may deem fit to facilitate Technology Transfer, Licensing, and other means of Commercialization of University IP to industry or other entities, while preserving the rights and interests of Osmania University and of the inventor/s. Where the University IP results from R&D projects funded by Public Agencies or through the resources provided by the University, an exclusive license may only be granted if the terms of public funding permit such a license. Any licensing of IP generated from public-funded R&D, including R&D work supported by Osmania University, shall comply with applicable national legislation, if any.

- ❖ In case the IP filing costs were not borne by the University, the University Personnel may be allowed to first deduct the costs incurred for filing of applications and maintenance of such IP, from any income accruing from the commercial exploitation of the IP. This is particularly relevant, as provisional patent applications may have to be filed by the innovators before any disclosure of the innovation. Only the income beyond such costs needs to be shared with the University.
- ❖ The cooperation of inventor/s with Osmania University and with licensees of the IP of Osmania University is essential for the success of efforts to utilize/commercialize IP. Therefore, inventor/s shall provide all assistance to the University both during the effort to protect IP and the later efforts to undertake Technology Transfer, Licensing, and Commercialization. The assistance and active cooperation of inventor/s is also required in identifying potential licensees for IP owned by Osmania University and in negotiations with potential licensees.
- ❖ Osmania University encourages the development and commercialization of University IP by Industry for public use. A non-exclusive license allows several companies to exploit an Invention and ensures it meets wider public requirements. Hence, the University would prefer to grant a non-exclusive license. However, in some cases, an exclusive license may be necessary to provide an incentive to the industry to undertake commercial development and production of such Inventions. The decisions will be taken on a case-by-case basis and will be subject to government restrictions.
- ❖ In case of non-exclusive licensing by Osmania University, the Licensee is given the non-exclusive right to make, use and sell the given technology without the right to sublicense to others in a particular field of use or/and in a territory. *For this purpose, the Licensee shall pay a combination of an upfront licensing fee and an annual royalty which would be a percentage of the revenues*



*generated due to the invention/other IP rights.* This combination will be decided on a case-by-case basis in consultation with the OUIPMC.

- ❖ In case of exclusive licensing by Osmania University, the Licensee is given the exclusive right to make, use and sell the given technology by the licensee without the right to sublicense to others in a particular field of use or/and in a territory. For this purpose, the Licensee shall pay a combination of an upfront licensing fee and an annual royalty which would be a percentage of the revenues generated due to the invention. This combination will be decided on a case-by-case basis in consultation with the OUIPMC. The exclusive license shall be initially granted for a fixed period of about 3 years (based on the technology/IP). In the event the industry is unsuccessful in utilizing the IP within this Commercialization period, the license shall be cancelled or renegotiated on a case-by-case basis in consultation with OUIPMC. Generally, if the Inventor/s and OUIPMC are of the opinion that the IP intended for Commercialization needs a significant amount of product development work yet to be carried out and/or a significant amount of investment to get market clearance from regulatory bodies, Osmania University may consider licensing the IP to a single licensee through the Exclusive Licensing mode.
- ❖ In case of industry funded projects, the industry is expected to get back to Osmania University within one year's time on its interest in maintaining the IP. Post this period, Osmania University at its sole discretion may decide whether to continue with the filing or otherwise with respect to the IP.
- ❖ For the IP jointly or solely owned by Osmania University, if the industry seeks an exclusive license, which implies that the industry expects to commercially benefit from it, then the industry shall bear the expenses in total for filing and maintaining the patent as part of the license agreement. In such a case, the costs incurred by Industry

on behalf of the University may be accommodated and adjusted in the “cost of licensing” component of agreements to be determined on a case-by-case basis.

## **10. Transfer/Assignment of Ownership**

- ❖ For University IP filed in India, transfer of ownership shall not be considered generally, however, for IP filed outside India, transfer of ownership may be considered where: Licensee is ready to invest substantially in the development of the IP; or Licensee is likely to be the only practical user of the resulting inventions; or Licensee is going to provide its proprietary IP that would combine with University IP to add more value.
- ❖ The request of Industry for complete transfer of Ownership or Assignment will be considered. Fees will be determined on a case-by-case basis. Industry will be responsible for maintaining the IP. These will be greater than that for an Exclusive License. In cases when the Sponsor acquires Ownership of IP, the University will continue to retain a royalty-free license right to use the IP for any non- commercial purpose, research and teaching purposes and may retain the right to sublicense for non-commercial, research and teaching purposes.

## **11. Rights and Duties of University Personnel**

- ❖ All knowledge generated by University Personnel is IP and is owned by the University as per the rules and policy of Osmania University. Nothing in this policy shall limit or restrict the right of University Personnel to publish the results of their research, other than the terms and conditions of the funding source.
- ❖ When the University Personnel would like to protect their IP, publication will have to be subjected to reasonable delays to preserve the IPR.

- ❖ *Osmania University may take adequate measures to promote the use and development of Free and Open-Source Software (FOSS) for research, academic, administrative purposes.*
- ❖ Research Agreements entered into by the University with external entities or individuals must be consistent with the primary interest of the University in the prompt public dissemination of its academic and research output.
- ❖ Delays in publication required by Osmania University or third parties in sponsored research agreements, as a general rule, shall not exceed 90 days from initial disclosure of the IP to OUIPMC or the funding agency. However, the period may be further extended with the consent of concerned University Personnel, for protecting any IP.
- ❖ University Personnel are required to disclose Inventions, discoveries and other IP to OUIPMC in a thorough and timely manner as stated above when they either want to protect their IP or are required to do so by the terms and conditions of the funding that was used to generate the IP.
- ❖ University Personnel should abide by all commitments made in license, sponsored research and other agreements and comply with all laws and regulations related to public and privately funded research. Further, the University Personnel cannot sign or enter into legal agreements with a third party. Only the Registrar of Osmania University as per the Scheme, Regulations and Bye-Laws of Osmania University is authorized to sign legal agreement/s with a third party on behalf of the University.
- ❖ University Personnel cannot file for IP protection by themselves without the knowledge and approval of OUIPMC. The Inventor shall also provide such assistance as may be necessary throughout the technology transfer process to realize the goals and objectives of this OU IP Policy.

- ❖ University Personnel shall ensure that he or she does not enter into multiple agreements for the same technical scope of research work to avoid conflicts. In the event of a conflict or if the said Personnel foresees any possible conflict, he or she should inform and work with OUIPMC to resolve such issues. If the Inventor is seeking for appropriate IP Protection or has entered into an agreement with a funding agency, the Inventor shall keep the nature and all matters relating to the IP confidential until the fact and manner of disclosure is agreed by OUIPMC.
- ❖ The University personnel shall ensure that contracts are put in place with third parties involved in a project involving existing IP or the creation of new IP preferably before the start of the collaboration. Inventors shall assist in protecting the rights of Osmania University to the IP by keeping suitable records of its creation (wherever necessary drawing on guidance from the Specialist IP advisors) and co-operating with any registration activity. In case OUIPMC recommends seeking statutory protection for an IP, the Inventor/s shall cooperate promptly and fully with the Office of OUIPMC and the Patent Attorney chosen from a panel of attorneys approved by Osmania University, to prepare the application to file for protection in the jurisdictions recommended, including preparation of supporting documents, forms, affidavits and authorizations.

## **12. Research & Development Agreements**

- ❖ All Agreements entered into by Osmania University which may involve IP, including Memorandum of Understanding (MOU), Research Agreements, Non-Disclosure Agreements (NOA), Material Transfer Agreements (MTA), Material Testing Agreements (MEA), Technology Transfer Agreements, and Technology Licensing Agreements, Consultancy Agreements etc., shall be consistent with the provisions of the IP Policy. The Inventor(s)/ University Personnel also need to disclose, at the time of submission of the

Invention Disclosure Form (IDF) to the Office of OUIPMC, as to having signing any such Agreement/s.

- ❖ All the Public dissemination of research results must not be compromised. The publication of research results must not be hampered by agreements made to commercialize IP. However, a minimal and defined delay to protect IP through patent applications may be included which may not go beyond 90 days. Inventors may be required to observe confidentiality and nondisclosure agreements covering defined funding agency IP. The covered property must be clearly identified in the agreement.
- ❖ The scientific integrity of the creator must not be compromised. Any agreement should not compromise or appear to compromise the design, conduct or reporting of research conducted by the creator or the university.
- ❖ All contracts must conform with Indian statutes and regulations. The terms of any agreement must be in conformance with applicable laws and regulations, including the tax code to avoid jeopardizing the tax-exempt status of Osmania University. The terms of an agreement must not be in conflict with existing licensing or research agreements.
- ❖ The funding agency will normally be required to indemnify Osmania University with respect to general liability, product liability and/or infringement claims related to licensed IP to be used in any project. In addition, the University requires the contracting party to indemnify the University from any claim, loss, cost, expense or liability of any kind that may be incurred by the External party, due to the use of the results, deliverables or IP generated in any R&D Project, including manufacturing defects, production problems, design guarantee, up gradation and debugging obligation.



- ❖ As the research is conducted only on a reasonable efforts basis and is experimental in nature, the results or deliverables that are generated under the various research projects are provided "AS- IS" and without any representation or warranty of any kind, expressed or implied including warranty of merchantability or fitness for any particular purpose or any warranty that any use will not infringe or violate any patent or other proprietary rights of any other person or organization.
- ❖ Osmania University shall retain the right to audit the accounts and records of the Licensee for any University licensed IP. In the event of any discrepancy in the account and records, Licensee shall pay the reasonable costs of the audit incurred by the University. The Licensee is required to maintain separate account and records for the Licensed IP of the University.
- ❖ Osmania University shall retain the right to engage in or desist from any litigation concerning IP and license infringements including but not limited to patents, copyright, and design.
- ❖ In the event of any differing viewpoints, interpretations of the Agreements or dispute between Osmania University and the other external party, efforts shall be made to settle the issue amicably and expeditiously by mutual consultation or negotiation. Should such an amicable settlement prove to be impossible, the parties shall consider mediation mechanism to resolve the differences. As a policy, all contractual agreements entered into by Osmania University shall be subject to the jurisdiction of the Courts in Hyderabad and shall be governed by appropriate laws in India.

### **13. General Provisions**

- ❖ The inventor/s are required to disclose any conflict of interest or potential conflict of interest. If the inventor/s and/or their immediate family have a stake in a licensee-company, then they are required to

disclose the stake they and /or their immediate family have in the company, and license or an assignment of rights for a patent to the licensee-company in such circumstances, shall be subject to the approval of the OUIPMC.

- ❖ Osmania University shall have the discretion to waive or vary any or all of the provisions of this IP Policy, or any rules or guidelines framed there under, in a particular case. Such discretion shall lie solely with Vice-Chancellor of Osmania University. A waiver on one occasion and for a particular case shall not be deemed to be a waiver or variation or act as a precedent for a waiver or variation of the same or any other provision on a future occasion or for a future case.
- ❖ Osmania University may review the IP Policy and amend the provisions and guidelines set out in the IP Policy from time to time as required. The University shall notify the University Personnel of such amendments as soon as possible. The amendments shall be in full force and effect on the date the amendments have been announced by the University to take effect.
- ❖ In case of any disputes between Osmania University and the inventor/s regarding the implementation of the IP policy, the inventor/s may appeal to the Vice-Chancellor of Osmania University. The decision of Vice-Chancellor in this regard would be final and binding on both University and Inventor.
- ❖ In case of any conflict between the definition, rights and obligations of the stakeholders as stated in this policy and a statute passed/rule framed by competent legislature/competent government authority, the latter shall prevail.

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