

10 YEARS
OF UNIVERSITY
RECOGNITION
20 YEARS OF
ACADEMIC
EXCELLENCE



REVA
UNIVERSITY

Bengaluru, India

INTELLECTUAL PROPERTY POLICY

Intellectual Property Policy

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(Revised in February, 2023)

Preamble

REVA University is dedicated to excellence in teaching and research. To meet the emerging challenges of India simultaneously encouraging entrepreneurship among the budding youth for effective job creation, REVA University is committed to fairness, openness, and respect for intellectual property rights (IPR). In the evolving scenario of the world today, with increasing awareness of the 'knowledge asset', an Intellectual Property Rights (IPR) Policy is needed not only to preserve the interest of REVA University but also to make REVA University faculties/students /project staffs/ supporting staffs/ visitors aware of 'knowledge asset and its impact on the society.

The Proposed IP Policy relates to Patent, Industries design, Semiconductor Circuit layouts, Trademark, Copy right, and other related IP rights that serve the purpose of knowledge diffusion and commercialization. In view of the experience obtained during this period, in commercialization, incubation and international collaboration it was decided to review the current policy and suggest changes as appropriate. This document is the revised IP Policy for REVA University. This document states the policy of REVA University with respect to protection, ownership and licensing, of IP that is generated with/ without external funding.

Foreword

IPR Cells have a fundamental role in socio-economic development. Innovation and scientific development are the basis for economic, technological, social mobility, and economic growth. Universities, research institutions and IPR Cells are a major arena in which scientific development and innovation takes place and the intellectual property (IP) system is the main mechanism that enables universities and society at large to capture the value of innovation.

It is the IP system that assists Universities, research institutions and IPR Cells to commercialize their knowledge assets and by doing so potentially obtain additional sources of funding, which may be channelled into, amongst other, further research. At the same time, partnerships with the private sector and other organizations can ensure that academic research outcomes have broader impact, including competitiveness of industry and the regions, establishment of new companies, or addressing a variety of socio-economic challenges such as health, energy, and food security. This is the primary reason for Universities, research institutions and IPR Cells in a developing and least developed context for engaging in the commercialization of their research outcomes: to ensure relevance of the research for impact in society.

This approach requires support for the entrepreneurial dimension of knowledge transfer, where strategies that leverage IP assets at the same time place emphasis on how academic research and the resultant IP best provide economic, environmental and social benefits for society at large.

An IP policy is the very foundation of IP management which:

- serves as the starting point for a common understanding about IP, IP rights and incentives for researchers;
- Establishes the structure for the way an IPR Cell deals with the ownership and disposition of its IP. As such, it ensures certainty and transparency to reinforce the links between the institutions and industry; and

- It is also fundamental in helping institutions address social commitments, and especially, in ensuring the dissemination of knowledge and technology for the public good.

IPR Cell provides support programs to assist in the efficient identification, management and commercialization of research outcomes and the resultant IP. This Intellectual Property Policy aims to provide a compendium of key issues that are essential in an IP policy, including ownership, incentives, confidentiality and publication, IP management and commercialization, recording and maintenance of IP, and IP-related conflicts of interest.

The document provides a coherent set of clauses that comprise an effective IP Policy. The clauses may be used as is. However, there are a variety of policy choices and clauses that may be used instead of those provided in the document.

The primary purpose of this Policy and its Guidelines is to provide a range of options, rather than a set of recommendations. The aim is to promote reflection and critical thinking; to stimulate certainty in terms of IP ownership; to encourage responsible IP commercialization of research results; and to provide objective information that will support IP policy drafters as they make judgments, tailored for their institution.

The Policy Document is not to be treated as a substitute for professional legal advice. Everyone is encouraged to obtain advice from an appropriate professional source.

Authorship and Acknowledgements

This IP Policy is the product of the REVA University and is adopted from the World Intellectual Property Organization's (WIPO) Intellectual Property (IP) Toolkit for Universities and Research Institutions – Connecting Academic Research with the Economy and Society.

REVA University - Intellectual Property Policy

ARTICLE 1- PREFACE

1.1. Context and IPR Cell's Mission

1.1.1. The core mission of IPR Cell is committed to encourage creation of, protect, manage, and commercialize Intellectual Property such as Patent, Copyright, Trademark among staff members, students, scholars within the University.

1.2. Purpose of the IP Policy

1.2.1. **Promotion of IP utilization.** The intent of the IP Policy is to facilitate the widespread use of, through various modalities of access to the University's IP.

1.2.2. **IP management.** The IP Policy seeks to set the framework for the translation of the IP arising from Research into products, services, and processes. It encourages Staff Members, Incubates, Students, and Visitors to become Creators and to identify IP with potential commercial value. It also establishes clear rules and procedures for the management and Commercialization of such IP generated within REVA University.

1.2.3. **Balance of interests.** The IP Policy seeks to ensure the legal protection, where applicable; effective management and Commercialization of IP; academic freedom, open and timely publications, REVA University's sovereignty, and the mission of serving the public interest.

1.3. Overall Principles

The IPR Cell operates under the following overall principles:

1.3.1. **Responsible Commercialization.** Where IP arises that has commercial potential as a result of Research, the IPR Cell intends to make such IP available in a form that will most effectively promote its development and use for economic and social benefit.

1.3.2. **Incentives.** The IPR Cell wishes to recognize and reward Staff Members, Incubatees, Students and Visitors whose IP generates a demonstrable socio- and/or economic impact.

1.3.3. **Local development.** The IPR Cell encourages Research that responds to the local, regional, and national needs. In its efforts to Commercialize IP, the IPR Cell shall seek to optimize the economic and societal benefits for industry and address priority needs if possible.

IPR Cell Advisory Internal Committee

SI.NO	NAME	DESIGNATION
1	Dr. P Shyama Raju	Chancellor, REVA University
2	Shri. Umesh Raju	Pro Chancellor, REVA University
3	Dr.M.Dhanamjaya	Vice Chancellor, REVA University
4	Dr. Vidya Shankar Shetty	Pro Vice-Chancellor, REVA University
5	Dr. Rajashekhar C Biradar	Pro Vice-Chancellor (Engineering), REVA University
6	Dr. N Ramesh	Registrar, REVA University
7	B P Divakar	Dean , Research & Innovations
8	Dr. Shubha A Dr.	Dean, REVA Business School
9	Dr.Kirankumari Patil	Director ,University Industry Interaction Centre
10	Dr. Ashwinkumar U. M	Director School of Computer Science and Engineering
11	Dr. Sudharshan K M	Director, School of Electronics and Communication Engineering
12	Dr. Raghu C N	Director School of Electrical & Electronics Engineering
13	Dr. K.S.Narayanaswamy	Director ,School of Mechanical Engineering
14	Bhavana B	Director ,School of Civil Engineering
15	Dr. Mallikarjun M Kodabagi	Director, School of Computing and Information Technology.
16	Dr. S Senthil	Director, School Of Computer Science & Applications
17	Dr. Bharathi S	Director School of Legal Studies
18	Dr. Payel Dutta Chowdhury,	Director, School Of Arts & Humanities
19	Prof. Vidya Srikanth	Director ,School of Architecture
20	Dr. Vidya Kumari S	Director, Performing Arts
21	Dr. Nitu Gosh, Director	Director, School of Management Studies
22	Dr. M. Subramanyam, Director	Director, School of Commerce
23	Dr. Shinu Abhi,	Director- Corporate Training (REVA Academy for Corporate Excellence-RACE)

IPR Cell Advisory External Committee

SI.NO	NAME	DESIGNATION
1	Mr. Vivek Anand Sagar	IP Attorney and Consultant,KSCST
2	Mr.Ravi Andrew	Industry Expert
3	Mr.Kodandaram	IRS(Retired)
4	Mr.Nagarjun M G	Design Expert,KSCST
5	Mr.Bijay Kumar Sahu	Chief Scientist,NRDC

IPR Cell Executive Committee

SI.NO	NAME	DESIGNATION
1	Dr.Kirankumari Patil	Director ,University Industry Interaction Centre
2	Prof. Buri Ankaiah	Assistant Head IPR ,University Industry Interaction Center & IPR Coordinator, School of EEE
3	Dr. Prameela Kumari N	IPR Coordinator, School of ECE
4	Prof. Niranjan Kumar	IPR Coordinator ,School of Mechanical
5	Dr. Sanjay Raj	IPR Coordinator ,School of Civil
6	Prof. Rajeev Ranjan	IPR Coordinator ,School of CSA
7	Ms. Shreya Mishra	IPR Coordinator ,School of Architecture
8	Dr. Farooque Azam	IPR Coordinator ,School of CSE
9	Dr. Udaya Rani	IPR Coordinator ,School of CS & IT
10	Prof. Manjunath V.S	IPR Coordinator ,School of Management Studies
11	Dr. Harini	IPR Coordinator ,School of Commerce
12	Prof. Renuka Madhu	IPR Coordinator ,School of Micro Biology
13	Dr. Satish Reddy	IPR Coordinator ,School of Chemistry
14	Dr.Ramesh Kumar Kushwaha	IPR Coordinator ,School of Bio-Chemistry
15	Dr. Prakash Babu	IPR Coordinator ,School of Physics
16	Dr. K Sushan Bairy	IPR Coordinator ,School of Mathematics
17	Ms. Malathi R	Sr. Manager University Industry Interaction Centre
18	Mr. Adithya Poojary	Assistant Manager University Industry Interaction Centre
19	Ms. Vanitha R	Corporate Executive and Trainer University Industry Interaction Centre
20	Ms. Arshiya Ambreen	Corporate Executive & Trainer University Industry Interaction Centre

ARTICLE 2 -DEFINITIONS

Without prejudice to any applicable laws, in this Policy the definitions set out below shall apply:

Appointment. A formal agreement for a Visitor, which is a prerequisite to participate in or conduct Research, scholarship, creative work, or to take assistance from IPR Cell.

Author. Any person to whom this Policy is applicable, who individually or jointly with others makes a design, a mark or copyrightable work and who meets the criteria for authorship under the IP laws of India.

Background IP. Any pre-existing IP created before the execution of any Research Project, or prior to a Creator becoming subject to this IP Policy, by virtue of Appointment in the case of a Visitor, employment contract in the case of a Staff Member, or registration in the case of an Incubatee.

Commercialization. Any form of utilisation of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society. **Commercialize** is similarly defined.

Commercialization Entity. A company that has access to the IP, through any one or more of the available Commercialization modes, to produce new products, processes, or services. This can be a spin-off or start-up.

Conflict of Commitment (COC). Any situation in which an individual Member's or Visitor's primary professional loyalty is not to the development of the intended product or service because the time devoted to outside activities adversely affects their capacity to meet their responsibilities as set out in their business proposals and plans, respectively.

Conflict of Interest (COI). Any situation in which real or perceived interests of an individual Staff Member, Incubatee or Student may run counter to the interests of the IPR Cell or negatively affect their duties.

Course Materials. All materials used in, or in connection with, and for the purpose of, teaching an education course through the provision of lectures, tutorials, seminars, workshops, field or laboratory classes, assessments, practicum and other teaching activities conducted by the IPR Cell; and all IP in such materials.

Creator. Any person to whom this Policy is applicable, who creates, conceives, reduces to practice, authors, or otherwise makes a substantive intellectual contribution to the creation of IP and who meets the definition of 'inventor', 'author' or 'breeder' as generally implied in the IP laws of India.

Enabler. Any assistants, technicians, and other individuals who have indirectly contributed to the creation of IP by Creators - and as such may not be listed themselves as an author or inventor in terms of statutory IPRs - mainly through the execution of standard tasks or following through on specific instructions, but without whose practical contribution the Commercialization would not have been possible.

Genetic Resources (GRs). "Genetic material of actual or potential value."¹ Genetic material is defined as "any material of plant, animal, microbial or other origin containing functional units of heredity".² Some GRs are linked to traditional knowledge (TK) through their use and conservation by indigenous peoples and local communities, often over generations, and through their widespread use in modern scientific Research. Examples include medicinal plants, agricultural crops and animal breeds.

Gross IP Revenue. All revenue received by the Staff Member, Incubatee, Student or Visitor on Commercialization of REVA University IP before any deductions for IP Expenses, as defined in Article 10.

Incubatee. Any member or a group of members registered as a startup within REVA NEST

Intellectual Property Cell (IPR Cell). Intellectual Property Cell established under REVA University

Intellectual Property (IP). All outputs of creative endeavour in any field for which legal rights may be obtained or enforced pursuant to the law. IP may include:

- a) literary works, including publications in respect of Research results, and associated materials, including drafts, data sets and laboratory notebooks;
- b) teaching and learning materials;
- c) other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with the aid of University resources or facilities;
- d) databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
- e) patentable and non-patentable technical information;
- g) designs including layout designs (topographies) of integrated circuits;
- h) plant varieties and related information;
- i) trade secrets;
- j) know-how, information and data associated with the above; and
- k) any other University-commissioned works not included above.

Intellectual Property Rights (IPRs). The proprietary rights that may be granted for an invention, mark, design, plant variety, or other type of IP, should the statutory requirements for protection be met to result in a patent, trade mark, registered design or plant breeders' right, respectively.

Invention. Section 2(1)(j) of the Patent Act, 2005, defines the "invention" as a new product or as process involving an inventive step and capable of industrial application.

Under the Act "New invention" is defined under section 2(1)(l) of the Patents Act

"New invention" means any invention or technology which has not been anticipated by publication in any document or used in the country or elsewhere in the world before the date of filing of patent application with complete specification, i.e., the subject matter has not fallen in public domain or that it does not form part of the state of the art.

Thus, according to this definition of new invention, Act talks of absolute novelty, i.e. the invention should have neither been used anywhere in the world nor published in any part of the world. However, the later sections of the act for the purpose of anticipation and opposition

¹Article 2 of the Convention on Biological Diversity.

²Id.

proceedings deal with the relative novelty i.e. not used in India and not published in any part of the world. Further, entire Act refers to the word invention and not new invention. Therefore, for all purposes relative novelty is the criterion.

Exceptions to the Novelty Rule:

There are a few exceptions where the rule of novelty is not applicable. These cases are as follows:

- i. Subject matter published without the consent of the inventor.
- ii. The invention was published in consequence of the display in an exhibition notified by the Government or reading the paper before a Learned Society. Grace period of 12 months is given in such cases to file the patent application.
- iii. Previous communication to Government of India.
- iv. Public working for reasonable trials.

"Inventive Step" is defined under Section 2 (1) (ja) of the "Act". Prior to the Amendment of 2005, inventive step meant a feature that makes the invention not obvious to a person skilled in the art. The new Act of 2005 defined inventive step more precisely.

"Inventive step means a feature of an invention that involves technical advance as compare to the existing knowledge or having economic significance or both and that makes the invention not obvious to a person skilled in the art."

Thus, in addition to the non-obviousness criterion two other conditions were added i.e. it should also involve technical advancement as compared to the existing knowledge or having economic significance, or both, in addition to being non-obvious.

The terms "technical advance" and "economic significance" have not been defined clearly and are unambiguous. It cannot be left to presumption "economic significance" is synonymous to the phrase "capable of industrial application" in section 2 (1)(ac) or in footnote 5 to Article 27. The meaning of the phrase "technical advance" cannot be presumed either, in absence of a specific definition or reference.

The Patents Act 1970 had a very limited scope of protection wherein the essential elements of invention were new, useful and manner of manufacture. Even though manufacture was not defined in the old Act, the Patent Office established the practice of interpreting manufacture as process resulting in a tangible product. The landmark decision of Calcutta High Court on the process of production of Bursitis virus containing vaccine (*Dimminaco AG vs Controller of Patents, 2002*) changed the practice and now the definition of invention is interpreted keeping in mind the term 'industrial application' as under section 2(1)(j).

The Act defines 'capable of industrial application' in relation to an invention as capable of being made or used in an industry.

An invention is capable of industrial application if it satisfies the three conditions cumulatively:

- i. can be made;
- ii. can be used in at least one field of activity;
- iii. can be reproduced with the same characteristics as many as necessary.

Inventor. Any person to whom this Policy is applicable, who individually or jointly with others makes an Invention and who meets the criteria for inventorship under the Indian IP laws.

IP Disclosure Form. The form to be completed by Creators and submitted to IPMO to document their creation.

IP Expenses. All expenses incurred by the creator in the management and Commercialization of IP for which Gross IP Revenue has been received.

IP Committee. The body within the University, set up in terms of Article 4.1, which is responsible for overseeing the drafting, implementation, monitoring and evolution of the Policy, and for providing strategic oversight of the IPMO.

IP Management Office (IPMO). The administrative unit established in terms of Article 4.2, responsible for day-to-day management of all IP-related activities of the IPR Cell.

Net IP Revenue. Gross IP Revenue less IP Expenses.

Open Educational Resources (OER). Teaching, learning and Research materials that reside in the Public Domain and that have been released under an open license that permits their free use or modification by others.

Plant Variety. India, having ratified the TRIPS and in order to give effect to it, have enacted the Protection of Plant Varieties and Farmer's Rights Act, 2001 (the "Plant Act") (based on the recommendations of the International Union for Protection of New Varieties of Plants, Geneva). The Plant Act provides for setting up of a Protection of Plant Varieties and Farmers' Rights Authority (the "Authority") that shall be responsible for promoting the development of new varieties of plants and protecting the plant varieties and rights of the farmers and breeders. The Protection of Plant Varieties and Farmers' Rights Authority has been established and is located at NASC Complex, DPS Marg, Opp. Todapur, New Delhi - 110 012, India.

The Plant Act contains elaborate provisions to safeguard the rights of Indian farmers in addition to plant breeder's rights and researcher's rights. Till now, the Government of India has notified 114 crops with their genera eligible for registration of varieties.

Policy. This document [REVA University - IPR Policy].

Public Disclosure. The communication of information, relating to IP, to external parties. Public Disclosure includes, but is not limited to, disclosure in written or oral form; communication by email; posting on a web blog; disclosure in a news report, press release or interview; publication in a journal, abstract, poster, or report; presentation at a conference; examination of a thesis; demonstration of an Invention at a trade show; or the industrial application of an Invention.

Public Domain. The freely accessible public realm in which works that are not protected by IPRs, either because the rights have been forfeited or because the rights have been expired, are thereby held by the public at large and available for all to use without permission from the Creator or owner.

Research. Any creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture and society, and the use of this stock of

knowledge to devise new applications. It comprises three activities: basic research, applied research and experimental development.

Research Contract. Any type of agreement between the Staff Member / Student or Incubatee and an external party or research sponsor, concerning Research, which could result in IP being created at the IPR Cell. This shall include, but is not limited to, all sponsorships, donorships and collaborations with the external party or research sponsor.

Research Project. Any project that forms the basis of Research undertaken by the University and includes projects undertaken by a Student, under the supervision of a Staff Member or Staff Member, as part of a research degree program.

REVA University IP. IP owned or co-owned by REVA University.

Scholarly Works. All copyright works which are the outputs of academic Staff Members, Incubatees, or Students, including Research, creative and other outputs in area(s) of his/her expertise. It does not include Course Materials.

Senior Responsible Officer. The person at the IPR Cell who has the ultimate decision-making authority regarding IP.

Staff Member. Any person who is under a contract of employment with REVA University including academic, research, technical, administrative and adjunct staff, whether full-time or part-time or on a temporary basis.

Student. Any enrolled learner / student of any course within REVA University.

Substantial Use. Extensive [unreimbursed] use of the IPR Cell's resources which include but are not limited to equipment, human resources, or funds. Not included is routine use of libraries and/or office space.

Trade Secret. The precise language by which a trade secret is defined may differ, however there are three factors, which can be said to be common to all such definitions. They are -

- It must not be generally known or readily accessible by people who normally deal with such type of information.
- It must have commercial value as a secret.
- The lawful owner must take reasonable efforts to maintain its secrecy.

There is no specific legislation in India to protect trade secrets and confidential information. Nevertheless, Indian courts have upheld trade secret protection on basis of principles of equity, and at times, upon a common law action of breach of confidence, which in effect amounts a breach of contractual obligation. The remedies available to the owner of trade secrets is to obtain an injunction preventing the licensee from disclosing the trade secret, return of all confidential and proprietary information and compensation for any losses suffered due to disclosure of trade secrets.

Traditional Knowledge (TK). Traditional Knowledge (TK) is the awareness, experience, expertise, knowledge and applications that are established, continued, performed and passed on from generation to generation within a region or community, often forming a part of its cultural, social or spiritual identity. TK can be attributed to in a wide variety of contexts, viz.

agricultural, scientific, technical, ecological and medicinal knowledge as well as biodiversity-related knowledge.

TK is mostly undocumented and typically inherited via word of mouth.

Examples are as follows:

- Use of turmeric (*Curcuma longa*) for medicinal purposes.
- Use of ashwagandha (*Withaniasominifera*) to treat heart related ailments.
- Traditional healing practices such as Yoga.

University. Refers to REVA University.

Visitor. Any person who is neither a Staff Member nor an incubatee who engages in work at the University, including visiting professors, adjunct and conjoint professors, teachers, researchers, scholars and volunteers; and who concludes an Appointment agreement with the University.

ARTICLE 3–SCOPE OF THE POLICY

- 3.1. **IP.** This Policy applies to all IP generated at the University, in particular by Staff Members, Incubatees and Visitors.
- 3.2. **Background IP.** Upon commencing employment, enrolment or an Appointment, Staff Members, Incubatees, Students and Visitors must declare any existing IP they wish to exclude from the application of this Policy due to creation prior to their employment, enrolment or Appointment at the IPR Cell.
- 3.3. **Applicability.** This Policy applies to all Staff Members, Incubatees, Students and Visitors who participate in a Research Project or produce Scholarly Works. Rights and obligations under this Policy shall survive any termination of employment, enrolment, or Appointment at the IPR Cell.
- 3.4. **Binding effect of the Policy.** This Policy constitutes an understanding that is binding on the Staff Members, Incubatee, Students and Visitors, once adopted by the Board or Senate of the IPR Cell, on the following grounds:
 - 3.4.1. **Incubatees.** Any member, group of members as startup who have registered within the REVA NEST fall under the scope of this Policy.
 - 3.4.2. **Students participating in a Research Project.** The IPR Cell shall ensure that Students participating in a Research Project sign an agreement before commencing the project, to the effect that they have read and will comply with the provisions of this Policy, according to Article 5.2.5.
 - 3.4.3. **Visitors.** The University shall ensure that Visitors sign an Appointment agreement before commencing any activity at the IPR Cell. Such agreement shall place the Visitor under the scope of this Policy and shall make reference to this Policy, a copy of which will be made available to the Visitor.

- 3.4.4. **Staff Members.** The IPR Cell shall ensure that the employment contract or other agreement establishing any type of employment relationship between the REVA University and Staff Members includes a provision placing Staff Members under the scope of this Policy.

ARTICLE 4–GOVERNANCE AND OPERATION

4.1. IP Committee

- 4.1.1 **Purpose.** The IPR Cell shall establish an IP Committee to oversee the implementation and evolution of this Policy and provide strategic guidance to the IPMO (according to Article 4.2 below).
- 4.1.2. **Composition.** The IP Committee shall consist of a team, chaired by the Senior Responsible Officer or their designated other.
- 4.1.3. **Responsibilities.** The IP Committee is the ultimate decision-making body in the determination of an IP management and Commercialization strategy for a particular IP.
- 4.1.4. **Meetings.** The IP Committee shall establish regular meetings and also be available for *ad hoc* meetings.

4.2. The IP Management Office (IPMO)

- 4.2.1. **Purpose.** The IPR Cell shall establish an IP Management Office(IPMO) or designate a function within the IPR Cell or another organisation to act as such, to assist the IPR Cell in managing and Commercializing its IP in a form that will most effectively promote its development and use for economic and social benefit.
- 4.2.2. **Responsibilities.** The responsibilities of the IPMO shall include, but are not limited to:
- a. Outreach/awareness to Creators;;
 - b. Relationship management with Creators;
 - c. IP management;
 - d. Technology marketing and IP contract negotiation;
 - e. IP contract management; and
 - f. IP costs and revenue distribution.

5.1. IP Created by Staff Member / Incubatee / Visitor

- 5.1.1. **Ownership.** The Staff Member/ Incubatee / visitor owns all IP created by a members of the incubatee organization / staff member / visitor.
- 5.1.2. **Substantial use of IPR Cell's Resources.** If the IP Creation is partly funded by the REVA University, the IP will be owned either by REVA University / Creator according to the mutual agreement which may state ownership or equity.

5.2. IP Created by Students

- 5.2.1. **Student ownership.** IP created by a Student in the course of study at the REVA University (including theses, dissertations and other Scholarly Works) will be owned by the Student. This is in contrast to IP created by a Student in a Research Project, as per Article 5.2.3 below.
- 5.2.2. **Theses or dissertations.**
The Student must submit his/her final thesis or dissertation to the Incubation repository.
The Student must grant a royalty-free licence to the IPR Cell to reproduce his/her thesis or dissertation and to distribute copies thereof to the public.³
- 5.2.3. **REVA University ownership.**

REVA University's Ownership: IP emanating from a Student's Research Project shall be owned by the University if the Research carried out by the Student forms part of the University's Research Projects.

- 5.2.4. **IP emanating from Research Contracts.**⁴The terms of the Research Contract shall regulate the ownership of IP created by a Student in the course of such Research Contract, as set out in Article 8.
- 5.2.5. **REVA University ownership responsibilities.**⁵ If REVA University is the owner of IP created by a Student, in terms of Article 5.2.3 or Article 5.2.4, and hence created in terms of a Research Project or Research Contract, respectively, REVA University shall:
- provide the Student with an explanation of the reasons for the assignment of IP rights to the University;
 - advise the Student to seek independent advice regarding the assignment;
 - obtain a deed of assignment from the Student for all IPRs emanating from the Student's Research Contract or Research Project, where relevant, in return for revenue sharing as provided for in Article 10; and

³The Rules of the IPR Cell generally require, as a condition of enrolment, that the IPR Cell reserves the right to retain the original or copy of any theses, and a license as described in Article 5.2.2. Reference should be made to the applicable Rules. Such retention does not affect any copyright or other IP right that may exist in such theses.

⁴That is, if the Student is participating in a Research Project under a Research Contract between the IPR Cell and an external entity or research sponsor.

⁵See also Article 3.4.2 of this Policy.

- d. withdraw the Student from the Research Project or Research Contract if a Student elects not to assign the relevant IPRs to the University.

5.2.6. **Internship/scholarships.** REVA University that grants an internship or scholarship to a Student may elect to own the IP created by that Student in the course of his/her study at the University work place provided the Student and the University have consented to the assignment of IP ownership in writing and such consent is not contrary to any applicable the REVA University, local or national law.

5.2.7. **Student Owned IP.** IPMO may, upon agreement, provide Commercialization services to Students for their IP.

[**Option 1:** In this event, Students may be required to assign their IP to REVA University and will be afforded the same rights and obligations as Staff Members under this Policy].

[**Option 2:** In the absence of an assignment of the IP to REVA University, the Students and IPMO may agree on the specific Commercialization services required],

[**Option 2a:** at no cost to the Student];

[**Option 2b:** in exchange for an agreed fee being paid to the University]

[**Option 2c:** or sharing of Commercialization revenues accruing to the Student].

5.3. Special Rules for Course Materials

5.3.1. **REVA University ownership.** REVA University will own the IP in Course Materials created by the Staff Members, with the exclusion of Course Material that is created from or for Open Educational Resources, in accordance with Article 5.7.1.

5.4. Special Rules for Scholarly Works

5.4.1. **Publication.** The IPR Cell recognises and endorses the rights of Staff Members, Incubatees, Students and Visitors to publish their Scholarly Works, provided that any Scholarly Work which may disclose any possible REVA University's IP shall first be cleared by IPMO after having an opportunity to protect such IP according to Article 8.

5.4.2. **IPR Cell's repository.** Staff Members, Incubatees, Students and Visitors should endeavour to obtain publishers' permission to include published Scholarly Works in REVA University's repository [whether as a published edition or in pre-publication form].

5.4.3. **Licensed to the IPR Cell.** Staff Members, Incubatees, Students⁶ and Visitors shall grant to the University a non-exclusive, royalty free license to use their Scholarly Works for the IPR Cell's [administrative, promotional,] Research and teaching purposes.

5.5. Moral Rights

5.5.1. **Recognition.** The IPR Cell undertakes to respect and protect the moral rights which copyright law confers on Authors of copyright works.⁷

⁶ This obligation can be enforced against Students through a provision in the Student registration form in terms of which the licence is granted to the University.

⁷ This article must be adapted in accordance with national law.

- 5.5.2. **Rights granted.** The IPR Cell acknowledges that moral rights vest in Authors of copyright works irrespective of the copyright ownership thereof and include:⁸
- the right of attribution of authorship in respect of the copyright works;
 - the right not to have authorship of the copyright works falsely attributed; and
 - the right of integrity of authorship in respect of the copyright works.

- 5.5.3. **No waiver.** The IPR Cell will not require Staff Members, Students or Visitors to waive their moral rights as a condition of employment, enrolment, Appointment or funding.

5.6. Public Domain

- 5.6.1. **Public Domain.** REVA University IP forms part of the Public Domain in the following circumstances:

- if a Research Contract provides that the Research results be placed into the Public Domain; or
- if Staff Members or Visitors made use of OERs or resources licensed through Open Source or Creative Commons Licences⁹ and the licensing conditions require release of derivatives into the Public Domain.

- 5.6.2. **Release into the public domain.** The IPR Cell will release IP into the Public Domain in the following circumstances:

- where it is deemed to be in the public interest;
- if the IP has low commercial or other development potential and low prospects of fostering the development of new products or services; or
- if deemed necessary by the IPR Cell.

ARTICLE 6–PUBLICATION, NON-DISCLOSURE AND TRADE SECRETS

- 6.1. **Right of publication.** The IPR Cell encourages and supports the right of Creators to decide if and when to publish their Research results, in accordance with Article 5.4 above.

- 6.2. **Non-disclosure for IP protection.** In conjunction with the right of publication, Creators should be aware that premature Public Disclosure may result in loss of IP protection rights¹⁰. Therefore, they are strongly encouraged to make all reasonable efforts to identify any protectable IP as early as possible, according to Article 8, and shall consult IPMO before making any Public Disclosure of potential University IP.

- 6.3. **Trade Secrets.** REVA University may designate certain confidential information as a Trade Secret, owned by the REVA University. In that event, all Creators will be obligated to maintain secrecy of the Trade Secret and to follow the direction for management of the Trade Secret by IPMO.

⁸The list of rights granted needs to be adapted to the moral rights recognized in national laws.

⁹ Creative Commons is a non-profit corporation dedicated to making it easier for people to share and build upon the work of others within the framework of national copyright laws. The Creative Commons suite of free copyright licenses provides a simple, standardized way to give users permission to share and use creative and scholarly work. Such licenses allow Creators to stipulate which rights they reserve, and which rights they waive for the benefit of others.

¹⁰ Patents provide protection for technical inventions but there are strict procedures and rules which must be followed. A patent cannot be granted if the invention has already been disclosed and so care must be taken to avoid premature disclosure before the patent application has been filed.

- 7.1. **Authority.** Staff Members, Incubatees, Students and Visitors shall not have the right to enter into a Research Contract with external parties on behalf of the REVA University unless they are authorized to do so by an official representative of the REVA University.
- 7.2. **Research Contract Policy.** All Research Contracts with external parties on behalf of REVA University must be executed and performed in discussion with the representative of the REVA University.
- 7.3. **Due diligence.** Persons acting for and on behalf of REVA University shall exercise all due diligence and consult IPMO when negotiating and signing contracts that may affect the REVA University's IPRs.
- 7.4. **Ownership and rights to use.** Subject to any provisions in law to the contrary, ownership and rights to use shall be agreed upon with the external entity, in discussion with the REVA University and the external entity.
- 7.5. **Government rules.** Research Contracts shall comply with any applicable law and/or Government regulations and/or rules, which may be applicable to Research undertaken by REVA University, in particular, as far as it relates to the ownership of IP resulting from such Research. **[Option:** The appropriate legal representative of the IPR Cell will be consulted in this respect before signature of any Research Contract unless this responsibility has been delegated to IPMO by the IPR Cell.]
- 7.6. **Approval.** **[Option 1:** Proposed Research Contract and other legal statements concerning REVA University's IPRs shall comply with the provisions of this Policy. Any variance from this Policy must be approved by the Senior Responsible Officer.] **[Option 2:** Before signing, the full copy of the proposed Research Contract and other legal statements concerning the REVA University's IPRs shall be submitted to IPMO for advice and approval by the Senior Responsible Officer, unless this responsibility has been delegated in writing to IPMO by the IPR Cell].
- 7.7. **Basic Principles.** The IP clauses in all Research Contracts shall be governed by the following basic principles:
- 7.7.1. **Concluded from the outset.** A Research Contract must be executed in writing and signed by REVA University and the external party(ies)/sponsor(s) prior to the commencement of any Research Project and, as appropriate and without limitation, must contain terms relating to ownership, management and use of IP arising from the Research Project as well as any Background IP.
- 7.7.2. **Background IP.** All REVA University Background IP must be properly recorded and declared prior to the commencement of a Research Contract and belongs to the University. Similarly, Background IP of the external party/sponsor, belongs to such party or sponsor. Use of such Background IP requires express written permission.
- 7.7.3. **Foreground IP (IP arising from the Research Contract).** IP generated pursuant to a Research Contract by Incubatee, Staff Members, Students or Visitors shall be governed in terms of the above provisions relating to IP

generated by these parties. The general rule is that such IP shall be owned by REVA University.

7.7.4. **Co-owned Foreground IP.**

- a. **Terms for co-ownership.** Co-ownership of IP generated pursuant to a Research Contract shall be in accordance with national legislative provisions, failing which, **[Option 1]** as per the percentage of IP created by REVA University and the external party(ies)/sponsor(s), **[option 2]** in an equal undivided manner or **[option 3]** as mutually agreed contractually.
- b. **Costs for protecting and maintaining co-owned IP.** The costs for protecting and maintaining any IPRs shall be shared between REVA University and the external party(ies)/sponsor(s) **[Option 1]** in accordance with the percentage of IP ownership; **[Option 2]** in an equal manner; **[Option 3]** as mutually agreed contractually.

7.7.5. **Serendipitous IP**¹¹. Any IP created during the course of the Research Contract which falls outside of scope of the Research Contract shall be owned by REVA University or the external party(ies)/sponsor(s) which developed such IP, unless agreed contractually otherwise in the Research Contract.

7.7.6. **Right of first refusal to the IP.** The Research Contract may include provisions giving the external party(ies)/sponsors, a right of first refusal to Commercialize the IP emanating from the Research Contract, through a license or joint venture arrangement or assignment.

7.7.7. **Publication delay.** It is the strict policy of the IPR Cell to allow Creators freedom to publish their work. However, the IPR Cell acknowledges that delays in publication for the purpose of initiating statutory protection of the IP is often necessary. In this regard, the IPR Cell will agree, on a case-by-case basis, to a contractual delay in publication by Creators. Such delay will not exceed typically 90 calendar days from the date IPMO is notified of the intent to publish, unless authorized by the Senior Responsible Officer. **[Option:** IPMO may, if so required, will facilitate the signing of a non-disclosure agreement by the journal appointed peer reviewers, such that review of the article for publication can proceed while the necessary procedures are being followed for IP protection.]

7.7.8. **Use of the IP for Research and teaching.** In instances, where REVA University IP is licensed exclusively or assigned as part of the Research Contract, all efforts should be made to secure a royalty-free license for use of the IP for on-going Research and teaching purposes.

7.8. **Exceptions to the Policy.** In certain cases, it may be necessary and/or beneficial to the REVA University to enter into a Research Contract that contains exceptions to the provisions of this Policy. Any such exceptions require prior, written approval from the Senior Responsible Officer.

¹¹Results are serendipitous when research that was originally funded for one purpose turns out to be useful for another purpose.

8.1. Responsibility to Disclose IP

- 8.1.1. **Recording.** Creators shall keep appropriate records of their Research in accordance with the IPR Cell's applicable policy procedures and make reasonable efforts to ensure that only those individuals within the IPR Cell who have a need to have access to such records for the performance of their duties are granted such access.
- 8.1.2. **IP Disclosure.** Where a Creator identifies potential IP resulting from his/her Research [or that of his/her team], he/she shall disclose such potential IP to IPMO promptly by means of an IP Disclosure Form.
- 8.1.3. **Complete disclosure.** Creators must provide to IPMO such full, complete and accurate information as IPMO may reasonably require enabling it to sufficiently assess the technical and related features and functions, ownership, commercial potential and IP protection that might be applicable to such IP. Upon complete disclosure, the IP Disclosure will be registered and assigned a reference number and IPMO will share this reference number with the Creators to signify that the IP Disclosure has been formally received by the IPR Cell.
- 8.1.4. **[Optional Clause – Disclosure Clause for IP related to GRs and/or TK].** When potential IP has been developed using GRs and/or TK, the IPMO [shall/could] require its Creators to disclose relevant information, in accordance with national legislation.

8.2. Creatorship and Ownership

- 8.2.1. **Creatorship.** Creators shall, upon request, sign the appropriate legal documents provided by IPMO that attest to creatorship. Where there is more than one Creator, and there is a dispute as to the contribution to creatorship, IPMO shall in consultation with the Creators, assist in the determination of the percentage IP creatorship, failing which it shall be assumed that there was an equal undivided contribution.
- 8.2.2. **Ownership.** Once creatorship has been determined, the Creators shall be required to formally assign any right, title or interest they may have in that IP to the IPR Cell in the form of a contract that specifies the rights that will accrue to the Creator(s) and REVA University and the obligations they will have to assist the IPR Cell with the Commercialization of that IP. Article 9.3 will apply.

8.3. Determination as to IP Protection and Commercialization

- 8.3.1. **Evaluation and recommendation.** IPMO will analyse the information disclosed in the IP Disclosure within usually 1-60 days of formal receipt. The analysis will include: whether or not the subject matter is protectable as IP; an assessment of economic viability or marketability; and determination of any rights of external parties, such as a funder or collaborator. After evaluation, IPMO will prepare a preliminary report with findings that enable the creator to decide if it will proceed with IP protection and Commercialization. IPMO shall share the preliminary report with the Creator(s), and seek their input.

8.3.2. **Decision to protect/Commercialize.** The creator will decide, as soon as reasonably practicable, whether or not it wishes to protect and/or Commercialize the IP. IPMO will use all reasonable efforts to notify the Creator(s) of the IP, decision within usually 1-60 days of formal receipt of the IP Disclosure. IPMO will also make a determination in relation to the validity of any claim made by an Incubatee, Staff Member, a Visitor or a Student that they are the true Creator(s) of that IP and in relation to their rights under this Policy.

8.3.3. **IPR Cell's obligation to notify Creators of its decision.** Within no more than usually 1-60 days IPMO will notify the Creator(s) of the decision of whether the IPR Cell will or will not pursue IP protection and Commercialization of their IP Disclosure.

8.4. University Elects not to Protect /Commercialize the IP

8.4.1. **IP abandoned or not Commercialized.** The IPR Cell reserves the right not to protect or Commercialize IP that it owns if after consultation with the Creators:

- there is no reasonable prospect of commercial success;
- it is not deemed to be in the best interest of the University; or
- it is not deemed to be in the public interest.

8.4.2. **Transfer of Ownership.** In the event the IPR Cell decides not to pursue IP protection and/or Commercialization, it will take steps to return said IPRs to the Creator(s), contingent on any other superseding contract rights of external party(ies)/sponsor(s).

8.4.3. **Written notification.** If the IPR Cell is unable to or decides not to protect or Commercialize the creator's IP, it should notify the relevant Creator(s) of its decision in writing and in a timely¹² manner.

8.4.4. **No prejudice to IP protection.** The Creator(s) should receive the written notification in a timely manner that enables the relevant Creator(s) to take any formal steps to ensure the protection of IP, should they so desire.

8.4.5. **Assignment.** If the Creator elects to take assignment of the IP, the IPR Cell shall ensure that a deed of assignment is executed without delay.

8.4.6. **Terms and conditions.** If the IPR Cell assigns IPRs to the Creator in terms of this Article 8.4.5, the assignment may be subject to one or more of the following terms and conditions:

- that upon Commercialization, the IPR Cell be compensated for any expenditure it may have incurred in connection with the protection and/or Commercialization of such IP; and/or
- that REVA University be granted a non-exclusive, royalty-free licence to use the IP for Research and teaching purposes.

¹² "Timely" means sufficient to not cause the loss of IP rights by failure to act.

- 9.1. **Determination of the Commercialization Strategy.** Within usually 3-6 months of the decision to protect or Commercialise the IP under Article 8.3.2,the IPR Cell will determine, with input from the Creators, the most appropriate Commercialization strategy.
- 9.2. **Assistance to IPMO.** Creators of IP which has been selected for IP protection and Commercialization by IRP Cell must provide IPMO with all reasonable support in the assessment, protection (including preventing premature disclosure and execution of any documents including deeds of assignment and deeds attesting to creatorship), and Commercialization of the IP.
- 9.3. **Sovereignty and Cooperation.** The Staff Member / Incubatee / Student or Visitor shall have the sole discretion regarding the Commercialization of IP owned by it. Notwithstanding, the Staff Member / Incubatee / Student or Visitor will ensure that reasonable efforts are made to keep the Creators informed and, where appropriate, involved in the Commercialization of the IP to which they contributed. The Commercialization of IP will be planned, executed, and monitored by IPMO.
- 9.4. **Commercialization Pathways.** Modes of IP Commercialization may include:
- license, either exclusive or non-exclusive, and variations thereof [**Option:** Preference for licensing to small and medium sized companies or businesses];
 - assignment (sale) [**Option:**, in extraordinary circumstances];
 - formation of a Commercialization Entity to which the IP is licensed or assigned in terms of this Policy;
 - non-profit use or donation;
 - joint ventures;
 - royalty free access on humanitarian or other grounds; or
 - various combinations of the above.
- 9.5. **Guidelines.** Regardless of the mode of IP Commercialization, the transaction will be executed in a contract which:
- protects the interests of the REVA University, its Staff Members, incubates, Students and Visitors;
 - retains rights for the IPR Cell to use the IP for educational and research purposes;
 - assures that the IP will be utilized in a manner which will serve the public good;
 - assures that the IP will be developed and brought to the marketplace as useful goods and services; and
 - prohibits the “shelving” or “mothballing”¹³ of the IP or its use in any illegal or unethical manner.

¹³ Shelving or mothballing of academic IP refers to IP and invention disclosure bundles that remain unexplored, unlicensed or unused.

10.1. The IPR Cell's Incentive Structure

10.1.1. **Purpose and scope.** The IPR Cell, in the interest of promoting knowledge transfer, will give due consideration to incentives to researchers to foster Research that has socio-economic impact; such incentives may be financial or non-financial. A Creator/Enabler may receive incentives from each IP they created/enabled which is Commercialized.

10.2. Sharing of Revenues

10.2.1. **General.** The Staff Member, Incubatee, Student or Visitor, in line with the minimum requirements set out in relevant national legislation IPR Act, India, will award Creators/Enablers in the sharing of monetary benefits that may accrue to the Staff Member, Incubatee, Student or Visitor from the Commercialization of IP.

10.2.2. **Calculation of revenues for distribution.** Calculation of Gross IP Revenue, IP Expenses, and Net IP Revenue shall be in accordance with the following rules:¹⁴

10.2.2.1. **Calculation of Gross IP Revenue.** "Gross IP Revenue" is defined in Article 2 as "all revenue received by the University for Commercialization of IP before any cost recovery or deductions for IP Expenses" and includes, but is not limited to, outright sale of IP, option payments received, licence fees received, evaluation fees received, upfront and milestone payments received, royalty payments received, share of profits received, dividends received, commissions, income through disposal of equity, and direct sale of products or services.

10.2.2.2. **IP Expenses.** "IP Expenses" is defined in Article 2 as "all expenses incurred by the University in the management of IP for which Gross IP Revenue has been received" and includes, but is not limited to, those expenses that relate to (i) the expenses incurred by payment to external entities for securing, maintaining and enforcing IP protection, such as patenting and litigation expenses; (ii) costs incurred by the University in the licensing/assignment of IP, including marketing costs, contract negotiation and drafting costs; and [Optional](iii) costs in making, shipping or otherwise distributing products, processes or services that embody the particular IP, [Recommended]but not including staff time or general administrative costs.

10.2.2.3. **Calculation of Net IP Revenue.** IPMO shall maintain accurate and transparent documentation of IP Expenses incurred for a particular IP and shall be entitled to cover all IP Expenses it has incurred, as set out in 10.2.2.2 above. The "Net IP Revenue" is calculated as the Gross IP Revenue less IP Expenses.

¹⁴Article 10.2 needs to be adapted to applicable national laws which may contain mandatory rules for the calculation of the Gross and Net IP Revenues and/or for the sharing of benefits. The national laws may set minimum requirements but this does not stop the University from being more generous, for example if the national laws require 20% of the Gross IP Revenues to be distributed, an University can legally provide for 25% of the Gross IP Revenues to be distributed.

- 10.2.2.4. **Co-owned IP.** Where the IP is co-owned by REVA University and an outside organization, the Gross IP Revenue received by the University will be shared in accordance with a pre-determined formula as per a contractual arrangement. Thereafter, the Gross IP Revenue received by the University and the Net IP Revenue will be determined, and revenues will be shared in accordance with section 10.2.3.1 and 10.2.3.2 below.

10.2.3. Sharing of revenues – Creators/Enablers

After recovery of University Expenses if any, aggregate revenues resulting from royalties and sale of equity interests shall be shared as follows. The division of revenues are subject to change through appropriate University procedures.

10.2.3.1. **Standard Creator's share.**

60% of the Net IP Revenue will be allocated to the Creators. Where there is more than one Creator, the Creators are entitled to an equal or *pro rata* share, based on contribution, of the 60 of the Net IP Revenue.

10.2.3.2. **Standard Enabler's share.**

Creator(s) may at their joint sole discretion choose to provide for Enablers to receive a share of the Creator(s)' portion of the Gross or Net IP Revenue. This arrangement must be agreed to in writing by all Creators, if more than one.

The University may elect to set aside 60% of the Gross or Net IP Revenue for an Enabler. Where there is more than one Enabler, the Enablers are entitled to an equal or *pro rata* share, based on practical contribution, of 60% of the Gross or Net IP Revenue, except where there is a prior written agreement between all the Enablers to the contrary.

- 10.2.3.3. **Disputes.** In the event of a dispute or uncertainty regarding the Creators'/Enablers' share of the Gross or Net IP Revenue from a specific IP, the issue shall be brought for resolution to the IP Committee.

- 10.2.3.4. **Payment.** Payment to the Creators/Enablers will be made by the University on a periodic basis as agreed in writing, but no later than typically twelve months after receipt of the Gross IP Revenue by the University.

- 10.2.3.5. **Taxes.** Payments made as per 10.2.3.4 are subject to personal tax¹⁵. **[Optional]** The University may, if so obliged by national tax laws, make any applicable tax deductions before making payments to the Creators/Enablers.

- 10.2.3.6. **Entitlement.** Creators/Enablers and their heirs will be entitled to IP revenue sharing for as long as the University receives Gross IP Revenues from Commercialization of the University IP. **[Option:** The entitlement to a Creator's/Enabler's share of Gross or Net IP Revenue shall survive any resignation/termination of employment].

- 10.2.3.7. **Banking details.** The onus is upon each Creator/Enabler to ensure that the University has their current banking details for the purpose of revenue sharing. The University will keep the relevant IP revenue amounts in

¹⁵ National law tax provisions should be consulted.

reserve for a maximum period of 3 (three) years after which all rights of Creators/Enablers to receive such payments will be forfeited. If the University pays an amount into an incorrect account as a result of information supplied to it being outdated or incorrect, the University will not have any further obligation or liability in respect of such payment, which will be deemed to have been duly and properly made.

10.2.4. **Sharing of revenues – University.** The University's share of Net IP Revenue is distributed internally within Research, IPMO requirements, IP Prosecution and Maintenance Costs and University Overheads as per requirement.

10.3. Other Incentives

10.3.1. **General.** As a default position, REVA University will refrain from accepting non-monetary benefits for the Commercialization of its IP or from offering incentives other than revenue sharing, unless they are in addition to the revenue sharing as per 10.2.3.1 and 10.2.3.2, as appropriate. The University will thus give consideration, on a case-by-case basis, to the provision of other incentives, where monetary benefits (revenues) are not available or where the Creator/Enabler elects to choose other benefits *in lieu of* revenue sharing, which may only be realized in due course. Other incentives will include, but are not limited to, the incentives described in Article 10.3.2. – 10.3.4.

10.3.2. **Growth, development, and acknowledgement.** A framework for growth and development of the Creator/Enabler in their professional and personal capacity shall be developed including (i) recognition of IP generation and Commercialization performance in appraisal procedures; and (ii) opportunities for enterprise development or capacity development through, for example, specific training opportunities, sabbaticals, and local and international exchanges in their relevant Research field or in the field of IP management and knowledge transfer.

10.3.3. **Research funds.** The University will actively, through its IPMO, promote, source and/or facilitate collaborative arrangements with industry partners to secure funding for further Research for the Creators/Enablers.

10.3.4. **Creator/Enabler receiving shares in a Commercialization Entity or other licensee.**

10.3.4.1. In the case where a Creator/Enabler is granted equity in a Commercialization Entity that licences REVA University IP which the Creator/Enabler has created,¹⁶ such Creator's/Enabler's portion in the standard revenue sharing formula of Article 10.2.3.1 or 10.2.3.2 will be **[Option 1]:** unaffected. **[Option 2]:** adjusted accordingly, taking into account the shares held in the company by the Creator/ Enabler. All other Creators/Enablers will be rewarded in accordance with the formula in Article 10.2.3.1 or 10.2.3.2.

10.3.4.2. Where REVA University receives shares in a licensee company, which company may be a Commercialization Entity, as consideration for an IP license, the University will **[Option 1, recommended]:** hold all the shares

¹⁶The University policy regulating Conflict of Interests must be consulted to assess additional measures that should be put in place especially when the researcher outsources research to the spin-off or start-up company, in which the researcher has a material interest.

until liquidation, at which time the income will be considered Gross IP Revenue and the Creators/Enablers will receive their share according to the revenue sharing formula in Article 10.2.3.1 or 10.2.3.2. **[Option 2]:** take steps such that the Creators/Enablers will be issued their licensee company shares in the revenue sharing proportions, at the time the shares are issued REVA University by the licensee.

10.3.4.3. Notwithstanding the benefit sharing in respect of shares in terms of this Article 10.3.4, the Creators/Enablers will still be entitled to their share of any other revenues under the IP license.

10.4. Contact Details

10.4.1. **Contact details.** The onus is upon each Creator/Enabler to ensure that the IPR Cell is in receipt of their current address details for the purpose of revenue sharing. Unless contrary to law, should the IPR Cell be unable to locate the Creators/Enablers through reasonable efforts, in order to effect payment of the revenue share amount, and a period of two years has passed since an initial attempt, then the portion owed to that Creator/Enabler or his/her heirs will be paid to the REVA University's central fund to be used to support Research and innovation activities.

ARTICLE 11 - IP PORTFOLIO MAINTENANCE

11.1. **Recording and monitoring.** IPMO [or an external entity designated by the IPMO] shall maintain records of the Staff Member, Incubatee, Visitor or Student's IP in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance or annuity fees of protected IP, and shall, within a reasonable time, inform the person or department designated to make such payments.

11.2. **Accounting.** IPMO shall maintain income/expense accounting records on each IP so that revenue sharing allocations can be calculated.

ARTICLE 12 - TRADITIONAL KNOWLEDGE AND GENETIC RESOURCES

12.1. When Research is conducted at REVA University using TK and/or GRs, provisions of national legislation must be observed,¹⁷ which may include prior informed consent, and access and benefit-sharing, and the need to obtain any relevant permits.

12.2. The IPR Cell shall formulate procedures and mechanisms for access to GRs/TK in order to comply with national legislation.

12.3. The IPR Cell shall make provision in all Research Contracts concluded for the protection of any IP which may arise from the use of TK and/or GRs.

¹⁷ For instance, when a member of the University needs to access and use GRs for the purpose of the research or when it is envisaged to share samples of GRs with partners from other countries, the University shall abide by the national laws in place.

ARTICLE 13 -DISPUTE

- 13.1. **Violation.** Breach of the provisions of this Policy shall be dealt with under the normal procedures of the IPR Cell, and in accordance with the relevant provisions of laws and regulations in force.
- 13.2. **Dispute Resolution.**
- 13.2.1. Any internal disputes or questions of interpretation arising under this Policy must in the first instance be referred to IPMO for consideration and mediation by the IP Committee.
- 13.2.2. If the matter cannot be resolved by the IP Committee within two months, then the dispute or question of interpretation must be referred to the Senior Responsible Officer for mediation.
- 13.2.3. The Senior Responsible Officer may at their sole discretion refer the matter to IPR Cell's Executive Committee and/or an independent committee for arbitration as final arbiter of any disputed issues or for final determination.
- 13.3. **Appeal.** Individuals covered by this Policy shall have the right to appeal the application of any aspect of this Policy to the IP Committee.

ARTICLE 14 - AMENDMENT

- 14.1. **Revision.** This Policy may be amended at any time by a decision of the IP Committee. In this case:
- a. all IP disclosed on or *after* the effective date of such amendment shall be governed by the Policy as amended; and
 - b. all IP disclosed *prior* to the effective date of the amendment shall be governed by the Policy prior to such amendment, provided that the provisions of the Policy (as amended) shall apply to all IP licensed or otherwise Commercialized on or after the effective date of any such amendment regardless of when the IP is disclosed.

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REVA UNIVERSITY

Bengaluru, India

Rukmini Knowledge Park, Kattigenahalli
Yelahanka, Bengaluru - 560 064
Karnataka, India.

Ph: +91- 90211 90211, +91 80 4696 6966
E-mail: admissions@reva.edu.in

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/REVA University

www.reva.edu.in