

**MOTHER TERESA WOMEN'S UNIVERSITY  
INTELLECTUAL PROPERTY POLICY**



**INTELLECTUAL PROPERTY CELL  
MOTHER TERESA WOMEN'S UNIVERSITY  
KODAIKANAL-624 102**



**MOTHER TERESA WOMEN'S UNIVERSITY**  
**INTELLECTUAL PROPERTY POLICY**

Mother Teresa Women's University's Intellectual Property Committee shall comprise the Vice Chancellor as its Head, Dean Research, Intellectual Property Cell Coordinator, and internal subject experts as the members. The Committee has all the rights to frame, revise and implement the University's IP Policy as and when required for ensuring ethics in the creation or invention of any Intellectual Property by using the University resources directly/indirectly, its legal protection, and proper utilization.

**Objective**

- a) Promoting academic freedom and safeguarding the invention/creation of intellectual property at the University
- b) Providing fair distribution of returns accrued from the commercialization of IPR.
- c) Adhering to wise IP management practices within the University and encouraging faculty members to bring out more IP.
- d) Providing legal advice, wherever necessary and protect the IPR obtained by the University against any infringement/unauthorized use.

**Applicability**

The Policy is applicable for Mother Teresa Women's University personnel including all faculty(permanent and temporary), students, visiting faculty, researchers, research staff, trainees and other related employees engaged in higher education, research, distance education and module, continuing education programme, consultancy, sponsored work and collaborative research (internal and external) at the premises of the University or off the premises of the University independently or in collaboration with University personnel.

**Ownership**

- 1. MTWU shall be the owner of all inventions/creations that are invented /created at the University or by utilizing the resources of the University.
- 2. MTWU shall be the owner of all inventions/creations when the University personnel is involved in a team with non-University personnel associated with any activity of the University.



3. In case of sponsored and /or collaborative activity, specific provisions related to IP made in agreements/contracts governing the collaborative activities shall determine the ownership of IP.
4. In the absence of any specific IP agreement/contract, MTWU follows its IP policy.
5. MTWU is the sole owner of the IP generated from the funding provided.
6. MTWU will own first rights of refusal towards commercialization when the IP generated is owned jointly with the collaborative partner.
7. MTWU can assign the IP generated, to the funding agency based on the nature of the technology, funding, and specific applications.
8. Under all the circumstances, MTWU always reserves the right to use the IP generated for its academic and research purposes.
9. Any IP generated when an inventor/creator from the University works in other Institution/University/Organization/Company in abroad/India on EOL/Sabbatical leave/Earned leave, will be jointly owned by MTWU and the other Institution/University/Organization/Company.
10. The cinematography and sound recording made by utilizing the University resource will be owned by MTWU. Any revenue generated from commercialization of such creations will be shared with the creators as per MTWU policy as applicable from time to time.
11. MTWU will not claim ownership of copyright on lectures, speeches and other communications produced by the staff in the course of research and teaching using University resources.
12. The ownership of copyright by MTWU will in no way restrict the claims of the creator/author to publish his/her contribution as books or other scholarly publications.
13. In case, where the books are related to the multiple research groups/ faculty, it is expected that the interested author shall get the relevant no objection certificate from co-authors/ other contributors.
14. MTWU shall be the owner of the copyright on all teaching materials developed by the University personnel as a part of any of the academic programs at the University. However, the authors shall have the right to use the material in their professional capacity.
15. If the technical material is prepared by the author on behalf of a funding agency, then the copyright will be equally shared between the University and the funding agency.



16. MTWU shall be the owner of the copyright of work, including software, created by the University personnel with significant use of University resources. MTWU may demand assignment of the copyright in whole or in part depending on the degree of University-supported resources used in producing the copyrightable work.
17. Any copyrightable work generated as a work for hire will belong to the University as per the terms of the original contract.
18. MTWU shall be the owner of the copyright of work produced by non-University personnel associated with any activity of the University with the intellectual contribution of the University personnel. However, the authors shall have the right to use the material in their professional capacity.
19. MTWU reserves the right to identify potential IP generated through the submitted thesis and protect such identified IP before displaying the thesis in public domain.
20. In the case of a thesis resulting from external funding without any specific agreement, the IP and Copyright Policy of MTWU shall be applicable by default.
21. Irrespective of any agreement, MTWU reserves the right to use the thesis for educational and research requirement.
22. MTWU may not prefer the use of Non-Disclosure Agreement for its thesis evaluation.
23. MTWU gets an automatic right to display the thesis in soft and hard forms, Books, Articles, and related literary works.
24. Use of MTWU logo on any personal publications by the faculty/staff/student is prohibited. In cases of Institute designed works and other works like the content development programme, the ownership rests with MTWU.
25. Students who wish to publish their thesis, prior to the submission for an academic degree, as a book or any other type of publication are required to seek a prior written approval from MTWU.
26. Inventions/Creatations created by the University personnel without significant use of the University resources and not connected with the profession for which he/she is employed at the University shall be owned by the inventor/creator.
27. If the inventor/ creator has not used significant resources of MTWU, the inventor(s)/ creator(s) are to submit the lack of using significant resources for exemption purposes.



### **Revenue Sharing**

Royalty accrued or any type of payment received from the commercialization of the University-owned intellectual property shall be shared between MTWU and the inventor/creator as follows:

40% (forty percentage) of the total revenue generated shall be credited to MTWU and 60 % (sixty percentage) of the total revenue credited to inventors/ creators.

### **Internal Evaluation of IP with Intellectual Property Committee**

MTWU-IP Cell will coordinate the activities of evaluating, protecting, licensing, and managing the IP generated by MTWU. Further, it shall provide guidance to all MTWU personnel and facilitate protection and deployment of intellectual property issues of ownership, confidentiality, suitable advice from experts, disclosure, patentability, and transfer.

MTWU Intellectual Property Committee shall decide the commercial value and related aspects on each case. The Committee shall also help to avoid scientific misconduct in research and ensure developmental activities of the University.

### **Support Rendered by MTWU IP Cell**

The creator/ inventor of MTWU Personnel or MTWU Affiliated Colleges seeking IPR has to submit the filled forms issued by MTWU IP Cell according to the type of IP and then sign Non-Disclosure Agreement (NDA) availed from MTWU IP Cell. The inventors shall assign the rights of the disclosed invention to MTWU IP Cell. All IP related information that is disclosed to MTWU is confidential. Confidentiality shall be maintained till the dates stipulated in the contract between the concerned parties.

MTWU IP Cell can support in filling applications for patent, Geographical Indication, design for shape, configuration, pattern, composition of lines, colours applied to any products, trademark for logo, symbol, design, image, sound, colour, slogan, word, phrase or combination of these elements, Copyrights for original work of literary (books, laboratory manuals, etc), artistic (painting, sculptures, photographs, etc), dramatic, musical work, cinematographic films, sound recording, software programme, etc. through Patent Information Centre, Tamil Nadu State Council for Science and Technology, Chennai.



Provisional patent application that may arise out of projects/research activities of MTWU may be directly applied by the Creators/Inventors after obtaining prior permission from IP Cell. In this case, technical support can be provided by MTWU IP Cell, if requested.

If the invention/creation falls under patentability criteria such as Novelty, Inventive step, and Industrial Application, it will be taken to the MTWU Intellectual Property Committee for approval.

After the approval by the Committee, MTWU IP Cell can support inventor/creator towards filing the complete patent application and maintenance of IPR application, in the Indian Patent Office.

Prior-Art Search using Free and Paid Databases will be done with the help of Patent Information Centre, Tamil Nadu State Council for Science and Technology, Chennai and a detailed preliminary search report will be provided to the applicant/inventor.

MTWU IP Cell will guide the inventor/creator on the protection of invention/creation in foreign countries. However, the cost towards filing of patent in foreign countries will be borne by the inventors.

### **Technology Transfer**

The Intellectual Property of the MTWU held either in the name of MTWU or jointly with other University/Institution/Industry will be marketed for commercial exploitation under agreements involving technology transfer, licensing, and revenue sharing.

The MTWU IP Cell shall identify potential licensee(s) for the IP to which MTWU has ownership. Generally, inventors/creators are expected to assist the transfer of IP. MTWU would endeavor to exploit the IP by commissioning a Technology Management Agency to bring a favorable light to the IP produced by its Inventor/Creator. If exclusive rights of IP have not been assigned to the third party, inventors/creators may enter a contract with any potential licenses on their initiative maintaining confidentiality and taking care through Non-Disclosure Agreement with the concurrence of MTWU. The Inventor/Creator has the first right on the terms and conditions that are agreeable by MTWU.

The licensing to commercially exploit would involve technology transfer fee and royalty payment from the first date of such commercial exploitation for a period that will be as mutually agreed upon.

In case of collaborative works, if the collaborating University/Organization/Industry is not undertaking the commercial exploitation within a reasonable period of two years from the first date of development of the technology, MTWU reserves the right to transfer the said



know-how to a Third Party for its commercial exploitation and use. In such instance, however, MTWU shall share the net proceeds from such commercial assignments, in equal measure with the collaborating Organization/Industry in the ratio 1:1.

**Infringements, Damages, Liability, and Indemnity**

As a matter of policy, MTWU shall, in any contract between the licensee and MTWU, seek protection from any legal proceedings including this, but not limited to manufacturing defects, production problems, design guarantee, up gradation and debugging obligation.

MTWU shall retain the right to engage in or desist from or avert any litigation concerning patent and license infringements.

**Reward for Patent Filing**

The University shall honor the faculty/student/scholar, who files patent registration, with a certificate of appreciation and cash award.

**Mother Teresa Women's University reserves all the rights to revise its Information Technology Policy as and when required.**

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REGISTRAR <sup>1/2</sup>  
MOTHER TERESA WOMEN'S UNIVERSITY  
KODAIKANAL

*Saadah*  
VICE CHANCELLOR  
Mother Teresa Women's University  
Kodaikanal