

**UP PT DEEN DAYAL UPADHAYAYA PASHU CHIKITSA
VIGYANVISHWAVIDYALAYA EVAM Go-ANUSANDHAN SANSTHAN,
MATHURA- 281001(U.P)**



IPR POLICY 2025

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PREAMBLE

Uttar Pradesh Pandit Deen Dayal Upadhyaya Pashu Chikitsa Vigyan Vishwavidyalaya Evam Go-Anusandhan Sansthan, Mathura, first of its kind in the State and fourth in the Country, was established by Government of Uttar Pradesh vide U. P. Act. No. 27 of 2001 on 25.10.2001 with the College of Veterinary Science & AH., the erstwhile U.P. College of Veterinary Science & Animal Husbandry, Mathura as its main constituent College. University was established with basic objective of importing quality education in Veterinary and allied sciences, undertake need based and basic research, integrated education and research and offer efficient extension and advisory services. To fulfill this mission, University is currently running five constituent colleges i.e. College of Veterinary Sciences & Animal Husbandry, College of Dairy Sciences, College of Fisheries Sciences, College of Biotechnology and Institute of Para Veterinary Sciences. The University is recognized throughout the world for its excellence in field of Veterinary Sciences and allied animal sciences teaching, research and extension activities.

The research activities of the faculty and postgraduate students of the University are key to the generation of new technology, innovation and achieving mission in the field of animal and veterinary sciences including dairy, fisheries and biotechnology. The promotion of research sponsored by public and private funding and transfer of research results to stake holders i.e. farmers for public application are fundamental to the intellectual property rights (IPR) policy of the University and regulation that follow. The University has well drafted research policy for promotion of research in the University. Therefore the IPR policy of the University has been developed with the following objectives:

1. OBJECTIVES

The University has formulated this intellectual property policy for the management of intellectual property rights to:

- (1.1) Foster a conducive environment for intellectual property development.
- (1.2) To encourage, promote and safeguard scientific research and the freedom of the scholars involved in research and development;
- (1.3) Establish an IPR management policy and procedural guidelines for making available to the public the inventions and discoveries made in the course of research carried out in the University;
- (1.4) Establish standards for determining the rights and obligations of the University, creator of intellectual property (for example inventor(s), developers, authors) and their sponsors with respect to inventions, discoveries and works created by the University;
- (1.5) Enhance the reputation of the University as a high grade academic research institution and enable the University to secure sponsored research funding at all levels of research;
- (1.6) To raise awareness about IPR laws and rules for ensuring their compliance.

2. DEFINITION OF INTELLECTUAL PROPERTY RIGHTS

Assignment is the transfer of rights or title in the intellectual property in written form:

1. Patent- is an exclusive right granted for an invention, which may be a product or innovation or a process in form of intellectual property that protects inventions, granting the inventor the right to exclude others from making, using, or selling the invention for a specific duration.
2. Trade/Service mark- means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person or business or its products from others and may include shape of goods, their packaging and combination of colors. Once registered, that same symbol or series of words cannot be used by any other organization, forever, as long as it remains in use and proper paperwork and fees are paid.
3. Industrial Design- protect the visual appearance of a product, like its shape, patterns, or color combinations, ensuring the creator's unique aesthetic features are not copied.
4. Traditional Knowledge- The knowledge developed by the indigenous or local communities for the use of a natural resource with respect to agriculture, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.
5. Geographical Indications- means an indication which identify such goods as animal product, agricultural goods, natural goods as originating or manufactured in the territory of a country or a region or locality in that territory where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin and in case where such goods are manufactured, one of the activities of either the production or of processing or preparation of the goods concerned takes place in such territory, regions or locality as the case may be. GIs protect collective community rights for groups of producers, ensuring that only those from the designated area can use the protected name or sign.
6. Copyright- is the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his/her creative original work.
7. Copyrightable material: includes
 - (a) books, journals, articles, texts, glossaries, laboratory manuals, syllabi, tests and proposals, study guides, bibliographies;
 - (b) lectures, musical or dramatic compositions, unpublished scripts;
 - (c) films, filmstrips, charts, transparencies, and other visual aids, Vide-audio tapes and cassettes;
 - (d) live video and audio broad-casts; YouTube content, web contents etc
 - (e) programmed instructional materials;
 - (f) research notes, research data reports and research note books; other materials or works other than software which qualify for protection under the Indian Copy right Act.
 - (g) Creator(s) include any employee of the University whether employed full time or part time or on probation or temporary basis either in the University and/or in projects and those who are research workers, research scholars or students or project fellows or mentioned by any other designation who are responsible for the creation of an intellectual property using the facilities of the University.

(h) Confidential disclosure means an agreement between disclosing and recipient parties or a term in a research contract or license agreement.

(i) Direct expenses include the costs associated with the development, protection, maintaining and licensing of intellectual property, including the regular payment of salaries or other overhead costs of the University.

(j) Educational material comprise the content and associated tools and technologies for delivery of content, including material developed for traditional face to face class room courses as well as other delivery methods such as through internet or other distance learning media. For the purpose of this policy, educational material do not normally include works such as text books, articles, papers, scholarly monographs or artistic works produced in the normal course of academic scholarship.

(k) Invention disclosure means a written description of an invention that is confidentially made by the inventor to the university.

(l) Intellectual Property shall include any property generated out of intellectual effort of the creator (s).

It includes but not limited to:-

i. New and useful scientific and technical advancement in the form of innovations, inventions, products and processes, genetic materials, biological varieties or breed or species which are of non natural origin are patentable.

ii. Industrial and architectural designs, models, drawings software, creative, artistic and literary works, teaching resource materials generated, records of scientific research etc, which are copyrightable.

iii. Trademarks, service marks, logos etc.

(m) Know-how refers to the knowledge, innovations, practices, expertise, processes or procedures, and secrets of individuals regarding the use of material, product or resource, or the practice of a method or clinical expertise for a particular purpose.

(n) Patent and patentable materials are as defined in Indian Patent Act 1970 and further amended from time to time. The patentable material includes discoveries and inventions of new products and processes.

(o) Patentee means the person for the time being entered on the register of patents kept under the Indian Patent Act as the generators or proprietors of the patent.

(p) Publication means a public enabling disclosure of an invention and may be verbal or printed. Printed publication includes abstracts, student thesis and in certain instances, grants and proposals.

(q) Revenue means any payment received as per an agreement by the DUVASU, Mathura, usually for the use of an intellectual property of the University through a license.

3 IPR-administration: IPR Cell and IPR-Assessment Committee

(a) IPR Advisory Committee: An IPR advisory Committee shall be established to guide and advise the IPR Cell. The committee shall comprise of Vice Chancellor as its Chairman; Director Research as Secretary; Dean, PGS; Director Extension; Registrar; Deans of constituent Colleges and Two professors as nominated members by Vice Chancellor.

(b) IPR Cell: is the entity within Director Research office of DUVASU, Mathura that provides the day to day management of the University IP and implementation of the regulations with tasks of receiving and maintaining record of invention files, interfacing with the external agency in the patent application process, and encouraging the faculty to file disclosures of invention. The IPR cell is prime entity responsible for technology transfer tasks, such as negotiating license agreements with prospective commercialization partners or industries. IPR Cell shall be formed by the Director Research with the approval from competent authority comprising a Chairman, members expert in technology dissemination or marketing with experience in IPR issues and at least three additional members at least one from each faculty with domain expertise or familiarity/experience in areas related to the creative work or research or copyright or GI etc. The main objectives of the IPR Cell are (a) to assess the creative work and facilitate for creation of intellectual property (b) to generate awareness among faculty members, students, creator(s) or scientific groups and societies regarding the importance of their IPK/Genetic resources/ideas etc. (c) to help such group/inventor(s) or creators for submission of proposals for creation and protection of IP.

IPR-Assessment Committee (IPRAC): The IPR Assessment Committee as constituted or from time to time, will be incumbent to evaluate and make recommendations regarding IPR related issues. IPRAC shall be constituted by adding external expert members (one to two) by Vice Chancellor to IPR Cell. During assessment at least one external member will be nominated by Vice Chancellor and in specific cases, creator(s) would be free to suggest one more name of external expert in addition nominated by Vice Chancellor. External expert should be well qualified to evaluate the creative work. DR after approval from Vice Chancellor will constitute IPRAC for evaluation of specific cases.

IPRAC shall assess the disclosure and shall make recommendations to the DR about the patentability of the invention according to the provisions of this policy. IPRAC may make following recommendations:

- (i) The DUVASU shall take the responsibility of protection of the IP, in which case DUVASU will initiate appropriate patenting processes.
- (ii) The DUVASU shall not take the responsibility of protection of the IP, in which case the right to the disclosed invention shall be promptly reassigned to the investigator/inventor(s). The inventor(s) then may choose to protect the creative work on their own. The inventor will be required to either file the application for protection of IPR or shall submit the research results for publication within two months failing which the IPR Cell will put the research result on the website of DUVASU.

Filing of IP application in foreign countries: Within six months of filing the complete IP application in India, DUVASU shall based on available information decide on the suitability of protection of the invention in foreign countries. If DUVASU opt not undertake such protection in any specific country requested by inventor(s). The DUVASU shall assign rights of IP in that country to the creator(s) for purpose of such protection.

4. OWNERSHIP

(a) In-House Research

All rights in respect of investigations and research carried out at the UP Pandit Deen Dayal Upadhyaya Pashu Chikitsa Vigyan Vishwavidyalaya Evam Go Anusandhan Sansthan (DUVASU), Mathura, Uttar Pradesh shall vest in and be the absolute property of the University except in respect of the activities carried out jointly with other institutions or agencies or under a sponsorship by an agency, in which case the ownership will be decided and agreed upon mutually.

(b) Sponsored Research

Intellectual Property Rights (IPR) of inventions arising out of research projects undertaken on behalf of the sponsoring agencies shall be taken jointly in the name of the University and sponsoring agencies; when the sponsoring agencies bear the cost of filing and maintaining of the IPR equally. If the sponsoring agencies are not forthcoming, the University at its discretion may file the application with absolute ownership and University will meet the fifty percent cost of filing and protection of IPR.

(c) Collaborative Research

All intellectual property jointly created, authored, discovered, invented, conceived or reduced to practice during the course of collaborative research undertaken jointly by University with Collaborating Institutions like NARS institutes, shall be jointly owned; and the Collaborating Institutions will be requested to bear the cost of filing and maintenance of the IPR. In case the Collaborating Institutions are not forthcoming to bear fully the cost of filing and maintenance, if considered expedient by the University, the University will share the cost equitably with the Collaborating Institutions. Where the Collaborating Institutions are not forthcoming for filing joint IPR application, the University at its discretion may file the application with absolute ownership and University will meet the entire cost of filing and protection of Intellectual Property Rights.

5. TRANSFER OF TECHNOLOGY

(a) The Intellectual Property of the UP Pandit Deen Dayal Upadhyaya Pashu Chikitsa Vigyan Vishwavidyalaya Evam Go Anusandhan Sansthan (DUVASU), Mathura, Uttar Pradesh held either in the name of DUVASU, Mathura or jointly with other Institutions/Industry will be marketed for commercial exploitation under agreements involving technology transfer, licensing and revenue sharing models.

(b) The IPR Cell of UP Pandit Deen Dayal Upadhyaya Pashu Chikitsa Vigyan Vishwavidyalaya Evam Go Anusandhan Sansthan (DUVASU), Mathura shall identify potential licensee(s) for the IP to which DUVASU has ownership. In case of joint ownership, the Organization/Industry which has sponsored the activity, will have the first right to commercially utilize and exploit Intellectual Products emanating from the collaboration activity, whether or not the same have been formally protected by patent(s). The licensing to commercially exploit would involve technology transfer fee and also royalty payment from the first date of such commercial exploitation for a period that will be as mutually agreed upon.

(c) In the event of the other collaborating organization/industry not undertaking the commercial exploitation within a reasonable period of two years from the first date of development of the technology, DUVASU, Mathura reserves the right to transfer the said know-how to a Third Party for its commercial exploitation and use. In such instance, however, University shall share the net proceeds from such commercial assignments, in equal measure with the collaborating organization/industry in the ratio 1:1.

(d) The University would endeavour to exploit the IP by commissioning a Technology Management Agency and thereby bring to a favorable light the IP produced by its Inventor(s). The Inventor(s) may seek DUVASU, Mathura to assign the rights to them after a certain holding period.

6. REVENUE SHARING

The revenue arising out of licensing of IP and royalty would be shared in the appropriate ratio (ratio is 60:40) by University and inventor (s) after deducting IPR cost and relevant taxes incurred. Out of 40% share of inventor(s), the distribution of share will be 50% to PI and rest 50% equally to all CO-PI or Associated Scientist). In case of multi-institutional/collaborative project revenue sharing will be as per mutual agreed terms or as per MOU. Any terms or condition on revenue sharing will be as per DUVASU research policy or consultancy rules in force and as amended from time to time.

7. JURISDICTION, CONFLICT OF INTEREST AND DISPUTE RESOLUTION

Jurisdiction: As a policy, all agreements to be signed by UP Pandit Deen Dayal Upadhyaya Pashu Chikitsa Vigyan Vishwavidyalaya Evam Go Anusandhan Sansthan (DUVASU), Mathura, Uttar Pradesh will have the jurisdiction of the courts in Mathura and shall be governed by appropriate laws in Uttar Pradesh as well as in India.

Conflict of Interest: 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 the licensee or potential licensee company and they are required to disclose the stake they and or their immediate family have in the company. A license or an assignment of rights for a patent to a company in which the inventors have stake shall be subject to the approval of Director Research taking into consideration of this fact.

Dispute Resolution: In case of any disputes between DUVASU, Mathura and inventor(s) regarding the implementation of the IP policy, an aggrieved party may appeal to the Vice Chancellor of DUVASU, Mathura. Effort shall be made to address the concern of the aggrieved party. The VC's decision in the regard would be final and binding. All dispute resolution shall be settled as relevant IPR act and laws (GOI) as amended from time to time.