

इस विश्वविद्यालय द्वारा अपने संचालित किसी एक कार्यक्रम में निःशुल्क प्रवेश दिये जाने सम्बन्धी प्रस्ताव को स्वीकार किये जाने का निर्णय लिया।

विद्या परिषद् ने यह भी निर्णय लिया कि उक्त निर्णय प्रवेश विवरणिका में भी किया जाय।

कार्य परिषद् ने प्रश्नगत बिन्दु पर विचार किया।

कार्य परिषद् ने विद्या परिषद् की अनुशंसा को यथावत स्वीकार किया।

15. IPR, Patent एवं Copyright Policy के सम्बन्ध में नीति निर्धारण हेतु गठित समिति की बैठक दिनांक 30-11-2018 की अनुशंसा पर विचार

IPR, Patent एवं Copyright Policy के सम्बन्ध में नीति निर्धारण हेतु गठित समिति की बैठक दिनांक 30-11-2018 की अनुशंसा संलग्नक 11 पृष्ठ संख्या 2.12.221 पर उपलब्ध है।

अतः प्रकरण विद्या परिषद् के समक्ष विचारार्थ प्रस्तुत है।

विद्या परिषद् ने प्रश्नगत बिन्दु पर विचार किया।

विद्या परिषद् ने IPR, Patent एवं Copyright Policy के सम्बन्ध में नीति निर्धारण हेतु गठित समिति की बैठक दिनांक 30-11-2018 की अनुशंसा को यथावत स्वीकार किया।

कार्य परिषद् ने प्रश्नगत बिन्दु पर विचार किया।

कार्य परिषद् ने विद्या परिषद् की अनुशंसा को यथावत स्वीकार किया।

16. विश्वविद्यालय को DUAL MOD (संस्थागत एवं दूरस्थ शिक्षा पद्धति) में चलाये जाने पर विचार

विश्वविद्यालय अनुदान आयोग के ODL 2017 अधिनियम के अनुसार विश्वविद्यालय में विभिन्न प्रयोगात्मक विषयों की प्रयोगशालाओं की आवश्यकता पर बल दिया जा जा रहा है जिसके अभाव में कतिपय कार्यक्रमों में प्रवेश बाधित हो रहा है यदि प्रयोगशाला बना भी दिया जाय तो बिना संस्थागत (नियमित) छात्रों के प्रवेश के अभाव में उसका सार्थक उपयोग नहीं हो पायेगा। अतः दूरस्थ शिक्षा पद्धति के अलावा स्नातकोत्तर कक्षाओं में संस्थागत (नियमित) प्रवेश हेतु विश्वविद्यालय परिनियम में संशोधन किये जाने हेतु शासन से अनुरोध किये जाने का प्रस्ताव है।

अतः प्रकरण विद्या परिषद् के समक्ष विचारार्थ प्रस्तुत है।

उ०प्र० राजर्षि टण्डन मुक्त विश्वविद्यालय


शान्तिपुरम (सेक्टर-एफ), फाफामऊ, इलाहाबाद


कार्यवृत्त


विश्वविद्यालय के पत्रांक ओ.यू./1286/2018 दिनांक 04.10.2018 के अनुसार IPR, Patent एवं Copyright Policy के सम्बन्ध में नीति निर्धारण हेतु गठित समिति की बैठक दिनांक 30.11.2018 को निदेशक प्रबंधन अध्ययन विद्या शाखा के कक्ष में पूर्वाह्न 11:30 बजे संपन्न हुई। बैठक में निम्न सदस्य उपस्थित हुए-

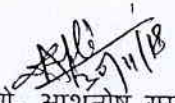
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|---------------------------|--------|
| 1. प्रो. ओमजी गुसा | संयोजक |
| 2. प्रो. पी. पी. दुबे | सदस्य |
| 3. प्रो. आर. पी. एस. यादव | सदस्य |
| 4. प्रो. आशुतोष गुसा | सदस्य |
| 5. प्रो. जी. एस. शुक्ल | सदस्य |
| 6. प्रो. पी. के. पाण्डेय | सदस्य |
| 7. प्रो. सुधांशु त्रिपाठी | सदस्य |

समिति के सदस्यों ने विश्वविद्यालय की एकीकृत IPR, Patent एवं Copyright Policy के सम्बन्ध में आहूत विभिन्न बैठकों में गहन विचार विमर्श व चर्चा कर सम्यक विचारोपरांत IPR Policy का आर्डिनेंस तैयार किया है जो मूल रूप में संलग्न है।

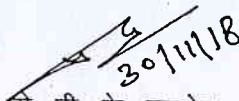

प्रो. ओमजी गुसा


प्रो. पी. पी. दुबे
30.11.2018


प्रो. आर. पी. एस. यादव
30.11.18


प्रो. आशुतोष गुसा
30/11/18

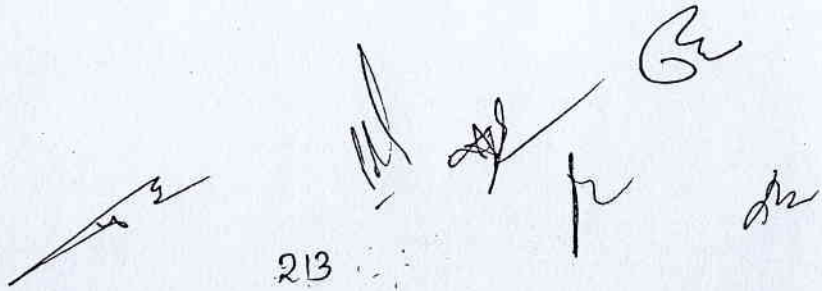

प्रो. जी. एस. शुक्ल


प्रो. पी. के. पाण्डेय
30/11/18


प्रो. सुधांशु त्रिपाठी

ORDINANCE
FOR
INTELLECTUAL PROPERTY RIGHTS POLICY (IPR-POLICY)
OF
U.P. RAJARSHI TANDON OPEN UNIVERSITY
ALLAHABAD

Chapter	Title
1.	Preamble
2.	The Policy Objectives
3.	Commencement of the Policy
4.	Definitions
5.	Ownership of Intellectual Property
6.	Creation of intellectual property
7.	Responsibilities of the University
8.	Responsibilities of the creator(s)
9.	Intellectual Property Rights Cell (IPR-Cell)
10.	Registration of Patents / copyrights
11.	Share of the University, Inventor/Creator and Assistants
12.	Renewal of Patents
13.	Transfer of IP
14.	Dispute Resolution
15.	Miscellaneous


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1. Preamble

The U.P. Rajarshi Tandon Open University, Allahabad (*hereinafter referred to as UPRTOU*) established under the Act No. 10/1999 of UP Government Legislature, is committed to increase access to quality higher education through appropriate use of open and distance learning methods, including through provisions of open distance and lifelong learning opportunities. Provision of quality learning materials forms an important strategy in providing access to quality education, and the affordances of information and communication technologies including the Internet and World Wide Web has enabled anyone to gain access educational resources at anytime, anywhere.

The University is dedicated to facilitate and promote studies and research in emerging areas of higher education with focus on new frontiers in science, arts and social sciences, agriculture, commerce and management studies, health sciences and non-conventional energy sources to achieve excellence in these and connected fields.

In the responsibility of producing and spreading knowledge there is inherent ought to encourage creativeness and intellectual works for the developments of materials, devices, processes and other intellectual property. In the University, faculty members and research scholars are engaged in research and development work of significant importance. Such works might cause evolution of intellectual property know-how, copy-rights, designs, instruments, specimen, software and alternative inventions having potential for commercialization with or without the registration under totally different acts enacted by the government for cover of intellectual properties.

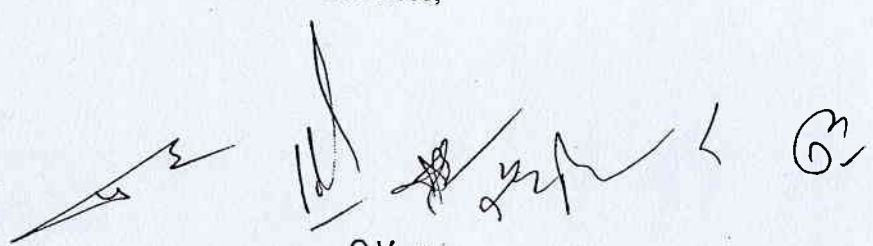
The creation of intellectual property not solely contributes to the skill development of the people concerned, however additionally enhances the name of the University, provides instructional opportunities and promotes public welfare. Notably, a commercial exploitation of the intellectual property is of considerable socio-economic benefits to the state as well as the country. The University is committed to provide an environment where innovation will flourish and people collaborating in these endeavors will be suitably rewarded for his or her efforts. Simultaneously, the University additionally acknowledges that certain intellectual properties will be developed as results of the environment and the facilities provided by the University so that a special relationship between the University and its staff and students can resume in a better way.

In order to ascertain the individual rights and obligations of the University, its faculty, students, and other employees in intellectual Property of all kinds now and hereafter existing, the University is adopting these Ordinances governing Intellectual Property Right Policy (*hereinafter cited as the "Policy"*). These Ordinances shall govern the Intellectual Property Rights of the University, faculty members, students and others on the work, product, ideas and inventions created in reference to the activities of the University.

2. The Policy Objectives

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

- (i) to foster, stimulate and encourage creative activities in the widest sense in the areas of science, arts and social sciences, agriculture, commerce and management studies, health sciences and non-conventional energy sources;
- (ii) to protect the legitimate interests of the University, faculty, scholars, students and other stakeholders of the University and the society at large and to help resolving possible conflicts of opposing interests;
- (iii) to put in place a transparent administrative system for the ownership control and assignment of intellectual properties and sharing of the revenues generated by the intellectual properties developed and owned by the University;
- (iv) to evolve an organization structure and procedures through which inventions and discoveries made in the course of University research may be made readily available to the public through channels of commerce;

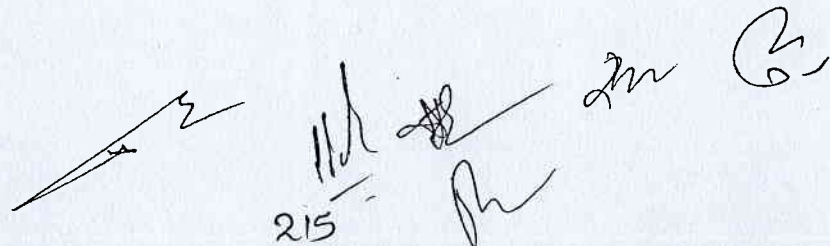


- (v) to establish standards for determining the rights and obligations of the University, creator of intellectual property (for example inventors, developers and authors) and their sponsors with respect to inventions, discoveries and works created at the University;
- (vi) to ensure compliance with applicable laws and regulations and enable the University to secure sponsored research funding at all levels of research;
- (vii) to enhance the reputation of the University as an academic research institution; and
- (viii) to provide the mechanism for preservation and use of intellectual property and procedures through which invention and discoveries made in the course of University research are disseminated to the public through the transfer of technology.

3. **Commencement of the Policy:** These Ordinances shall come into effect from the date of approval granted by the Executive Council of the University.

4. **Definitions:**

- (i) **Assignment** means transfer of rights or title of the intellectual property in writing.
- (ii) **Copy-right** 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 work.
- (iii) **Copy-rightable materials:** include
 - (a) books, journal articles, texts, glossaries, laboratory, manuals, syllabi, tests and proposals, study guides, bibliographies;
 - (b) Lectures, Programmed instructional materials; musical or dramatic compositions, unpublished scripts;
 - (c) films, filmstrips, charts, transparencies, and other visual aids, Video-audio tapes and cassettes, live video and audio broad-casts;
 - (d) Research notes, research data reports and research note books; and
 - (e) other materials or works other than software which qualify for protection under the Indian Copy-right Act.
- (iv) **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 who are responsible for the creation of an intellectual property using the facilities of the University.
- (v) **Confidential disclosure** means an agreement between disclosing and recipient parties or a term in a research contract or license agreement.
- (vi) **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.
- (vii) **Educational materials** comprise the content and associated tools and technologies for delivery of content, including material developed for traditional face to face class room courses and for open and distance learning counseling classes as well as other delivery methods such as through internet or other distance learning media. For the purpose of this policy, educational materials do not normally include works such as text books, articles, papers, scholarly monographs or artistic works produced in the normal course of academic scholarship.
- (viii) **Invention disclosure** means a written description of an invention that is confidentially made by the inventor to the University.
- (ix) **Intellectual Property** shall include any property generated out of intellectual effort of the creator (s). It includes but not limited to:
 - (a) new and useful scientific and technical advancement in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties which are patentable;



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- (b) industrial and architectural designs, models, software, creative, artistic and literary works, teaching resource materials generated, records of research etc, which are copy-rightable; and
- (c) trademarks, service marks, logos etc.
- (x) **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 for a particular purpose.
- (xi) **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.
- (xii) **Patentee** means the person for the time being entered on the register of patents kept under the Indian Patent Act as the generator or proprietor of the patent.
- (xiii) **Publication** means a public enabling disclosure of an invention and may be verbal or printed. Printed publication includes abstracts, student theses and in certain instances, grants proposals.
- (xiv) **Revenue** means any payment received as per an agreement by the University, usually for legal use of an intellectual property of the University through a license.
- (xv) **University Research** means any research or development activity which is undertaken by the University, or which is related to duties and responsibilities for which a person is compensated by the University, or which is conducted with substantial use of University facilities, or resources.
- (xvi) **University Resources** means all tangible resources provided by the University to creators, including office, lab, studio space and equipment; computer hardware, software, support; secretarial service; research, teaching, and lab assistants; supplies; utilities; funding for research and teaching activities, travel; and other funding or reimbursement. "University resources" do not include payment of regular salary, insurance, or retirement plan contributions paid to, or for the benefit of, creators.

5. Ownership of Intellectual Property

The University shall be the owner of all intellectual properties including inventions, softwares, designs, specimens, created by creators as a result of University research or created by substantial use of University facilities.

Specific provisions relating to IPR made in contracts governing the collaborative /sponsored activity shall determine the ownership of IP in case of sponsored or collaborative research. Usually where there has been external corporate, foundation, trust, Government or industrial funding of any project, the intellectual property generated from such a project shall owned by the University, creator of intellectual property and the funding agency jointly provided such agency has provided Rs. 10/- lac. or more for a particular research/invention /intellectual creation under a specific agreement with the University. An IPR in this University shall be managed by the IPR Cell of the University.

The creator of the intellectual property on a mutual agreement may assign his/her IPR to the University to be managed by the IPR cell. If the University cannot, or decides not to proceed in a timely manner to protect intellectual property, it shall assign ownership to the creator upon request to the extent prompted by these ordinances and third party agreements if any.

Exceptions to the ownership The creator of the intellectual property may opt to retain the ownership of the following:

- (a) all intellectual properties developed without substantial use of the University;
- (b) all rights in artistic, literary and scholarly intellectual property such as scholarly books articles and other publications including those in electronic mode, art works, literature and music recordings shall belong to the creators despite use of the University resources so long as such works are not



- the projects of University research, neither created under the direction and control of the University, nor developed in the performance of a sponsored research or third party agreement;
- (c) all copyrights in papers, theses and dissertations written as a student to earn credit in University courses or otherwise to specify University degree requirements; and
 - (d) the University faculty and students may freely published research of their result provided such research does not to leave copyrightable/patentable intellectual property.

6. Creation of intellectual property

Intellectual Property consisting of Patentable or Copyrightable material can be created in the University in the following three ways:


- (a) University undertake an assignment either from an external agency or by its own decision to take up creation of a specific Copyrightable or Patentable material and assign a team of its researchers to accomplish it;
- (b) Individual researchers or a team of researchers may develop copyrightable or patentable material during the course of their research or as a specific Project; and
- (c) An external funding agency, be it a Foundation, Government, Trust, Industry, Commercial undertaking or a company may enter into a specific agreement with the University and research/team of researchers to develop some specific Copyrightable or Patentable material.

7. Responsibilities of the University

- (a) To assign, at its discretion, the management including patenting/copyrighting, negotiating and assigning or licensing commercial use of such intellectual property in which it has stake/share to a specified agency created for this purpose under such terms as the University may consider reasonable or University may manage such intellectual property through IPR Cell. Provided however that if the specialist agency or IPR Cell, as the case may be, fails to serve patent/copyright within one year of Patentable/copyrightable material being made available by the inventor/creator or fails to assign /license patented/copyrighted material to economic use, during further period of one year, the inventor/creator will have the right to withdraw right of the inventor/creator will have the right to withdraw right of management of patentable/copyrightable or patented/copyrighted material to himself and take further action to manage it himself and thereupon the right of the specialist agency/IPR Cell to manage it will stand terminated.
- (b) To make aware the faculty members, staff and other scholars regarding University's intellectual property.
- (c) To provide support as it deems necessary or desirable to obtain legal protection of intellectual property in which University has stake/share.
- (d) To facilitate the transfer of such intellectual property for economic use and develop mechanisms within these statutes for the assignment and management of Intellectual Property.
- (e) To provide legal support as it deems necessary and desirable to defend and protect the interests of the University and the creators of the intellectual property against third party claims or unauthorized use.
- (f) To impart information to research sponsors as required by research and Licensing agreements, and applicable laws and regulations in a timely manner.

8. Responsibilities of the creator(s)

- a) To make an invention disclosure in a thorough and timely manner of all inventions, discoveries and other works that are patentable/copyrightable and in which University has stake/share as described in this Ordinance.
- b) To provide such assistance as may be necessary throughout the assignment process to protect and affect transfer of the intellectual property.
- c) To return all records and documents which are necessary for the protection of the intellectual property.


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- d) To abide by all commitments made in license, sponsored research and other agreements made in accordance this Ordinance.
- e) To cooperate with the University with full responsibility in resolving all conflicts as may arise with respect to the IPs concerning to him/her and to make timely disclosure of such information which may hint towards any potential conflict relating to IP.
- f) To manage, including bearing patent / copyright, assigning it for economic use or licensing it similarly on terms to be finalized jointly by Chairman of IPR Cell, inventor/creator and financing agency if any for the research project which lead to such an invention/creation, in situation referred to in 7(a) when inventor/creator has withdrawn the right of management of intellectual property from the specialist agency of IPR Cell due to their non-performance. Provided that income from any such assignment/licensing for economic use will necessarily be receivable by the University in totality and distribution of inventor's/creator's and financing agency's share will be the exclusive responsibility of the University.

9. Intellectual Property Rights Cell (IPR Cell)

(1) There shall be an Intellectual Property Rights Cell (IPR Cell) for the management of the intellectual property in which the University has stake/share, technology transfer activities and for the implementation of the I.P. Policy. Particular attention shall be paid by the IPR Cell to the preservation of intellectual property, management, budget, and division of intellectual property income and the resolution of disputes. The IPR Cell shall make recommendations to the Vice-Chancellor. The IPR Cell shall consist of the following:

- (i.) The Vice-Chancellor - Chairman
- (ii.) One Intellectual Property Advisor having experience in the field of intellectual property laws to be engaged by the University.
- (iii.) Directors of all schools
- (iv.) Upto two other faculty members not below the rank of Associate Professor to be nominated by the Vice-Chancellor.

Five shall constitute to quorum.

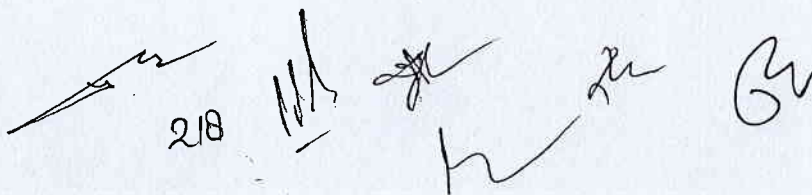
- (2) The meeting of the IPR Cell shall be convened by the Chairman from time to time. The term of the committee shall be one year. The IPR Cell shall lay down its own procedure for conduct of its business.
- (3) The University shall provide adequate support and secretarial staff headed by the Registrar for smooth functioning of the cell.

The responsibilities or the functions of the IPR Cell shall include amongst other following:

- (a) to assign management, utilization, licensing and protection of intellectual property in which University has a stake/share, to the expert agency created by the CSIR for this purpose or to publish or advertise the intellectual property as it deems appropriate;
- (b) to endeavor to negotiate and manage agreements to the best advantage of the creator and the University as are consistent with the Intellectual Property Policy and guidelines;
- (c) to provide all legal support as deemed necessary or desirable for the protection of University's intellectual property;
- (d) to prepare legal instruments necessary to realize the technology transfer objective;
- (e) to provide legal and administrative support following such realization as needed; and
- (f) to manage conflicts of interest, including negotiating agreements which are consistent with the Act and the Statutes.

10. Registration of Patents / copyrights

- (a) **Filing of application in India :** The creators of know-how / designs / instruments / devices / processes / specimens and other such IPs who want to get patents for the patentable IPs and / or transfer thereof for commercial exploitation will be required to make an application for the purpose to the Chairman, IPR Cell. If any creator(s) consider its necessary to obtain immediate

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protection for safeguarding interest of the creator(s), a professional patent may be directly applied by the creator(s) after obtaining the permission from the University and simultaneously apply for the evaluation of the IP by the University as per the prescribed procedure. In case the University decides to take the patent in the name of the University (Registrar of the University Jointly with Creator or Team), the expenses incurred by the creator(s) for obtaining the professional patent protection will be reimbursed to the creator(s) by the University.

The University employees associated with any activity of the University shall treat all IPR related information as confidential. Such confidentiality shall be maintained till the date as demanded by the University or the relevant contract between the concerned parties, unless such knowledge is in the public domain or in generally available to the public.

- (b) **Filing of Application in Foreign Countries:** The University may consider requests for registration of Patents in foreign countries based on the merit of the IP. If the University decides not to file such a patent in any foreign country, the University shall assign rights of IP in that country to the creator(s) for the purpose of such protection, if the creator so desires.

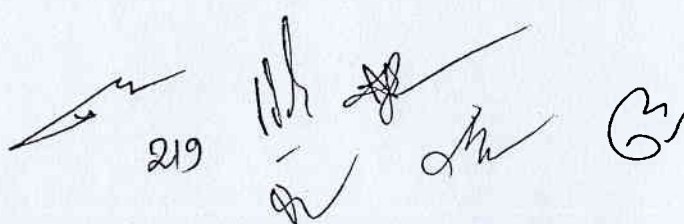
11. Share of the University, Inventor/Creator and Assistants

The net earnings from the commercialization of IP owned by the University would be distributed as follows:

- a. When University is the Creator, the income from economic use of intellectual property will be shared amongst the University, Research Team members and Support Staff as 50%, 40% and 10% respectively.
- b. When the Individual researcher or a team of researchers is the Creator and has used substantial University resources, the Revenue shall be shared amongst the individual researcher/team of researchers, the University and Support Staff as 50%, 40% and 10% respectively.
- c. When the creation is the result of funded research, the income from economic use to be received from the Institution funding the research will be on revenue sharing basis at the level determined in the agreement assigning economic use of intellectual property to that Institution when it is the economic user. In such cases the income shall be shared between the team of researchers, the University and support staff as 50%, 40% and 10% respectively.
- d. When a Company, Industry or Commercial Undertaking other than Funding Institution is the economic user the income receivable from the economic user will be as provided in the licensing agreement with that Company, Industry or Commercial Undertaking. Such income will be shared as 50%, 50% between the Funding Agency and the University. The University will distribute the income it so derives to itself, researcher/team of researchers and support staff as in the preceding para.
- e. The shares as mentioned above shall be determined after deducting the direct expenses if any from the total income received by the University.
- f. The creator(s) share would be declared annually and disbursement will be made to the creator(s) or their legal heir, whether or not the creators are associated with the University at the time disbursement.
- g. Co-creators that are research team members of IP shall sign at the time of disclosure a distribution of IP earnings agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The co-owners of intellectual property may at any time by mutual consent revise the distribution of IP Earnings.

12. Renewal of Patents

The University will pay the Patent Fees for the first seven years in all cases where patent is taken by the University (Registrar of the University Jointly with Creator). If it is a joint patent with a sponsoring agency, the patenting costs may be equally shared. If the patent has been commercially exploited within the first seven years, the University shall pay the Patent Fees for the remaining period of the life of the patent. If the patent has not been commercially exploited within the first

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seven years, the University and the creator(s) shall share the subsequent installments of renewal fees on 50-50 basis. If the creator does not show interest in such renewals, the University can either continue the patent by paying the fees for its full term or withdraw application for the patent protection at its discretion.

13. Transfer of IP

a) The creator shall make a confidential disclosure to the Patent Attorney/ Legal Expert/IPR Cell in writing as soon as possible if the University has an ownership interest and if the intellectual property/technology may be patentable, copyrightable or has potential for commercialization and licensing. The IPR Cell will provide disclosure forms on request. The creator may consult IPR Cell with respect to his duties to disclose inventions and the manner and timeliness with which such disclosures should be made to the IPR Cell.

The disclosure should contain sufficient detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation and technical characteristics of the creation. The creator(s) should also be responsible to update the IPR Cell in a timely manner of any developments involving publications, sale or use of which he becomes aware after the confidential disclosure.

(b) If the creator claims an ownership interest in intellectual property or has a question about whether an assignment must be made to the University, the intellectual property shall be disclosed to the IPR Cell and the claim or question clearly stated. The University, through the IPR Cell, will provide a determination of rights within a reasonable time following submission, generally not to exceed 90 days. The determination may be appealed to the Vice-Chancellor for a final adjudication.

(c) The IPR Cell will evaluate inventions and other intellectual property disclosed to the IPR Cell to suggest the form of intellectual property protection, if any, that should be considered and also the potential for commercial exploitation. Thereupon it shall either assign the task of securing patent/copyright in the intellectual property and of managing its subsequent economic use to the specialist agency or do so itself in a timely and efficient manner. Direct expenses associated with obtaining protection for intellectual property in which University has stake/share shall be borne by the University if such intellectual property is being managed by the IPR Cell, by the specialist agency if University has entrusted management of a particular intellectual property to it and by the creator/inventor if he has withdrawn management of intellectual property from specialist agency /IPR Cell on grounds of non-performance.

(d) The University or its agents or the creator after obtaining approval from the Vice-Chancellor may approach external agencies for commercial exploitations. All agreements shall be signed by the Registrar of the University on the recommendations of IPR Cell and the creator of the IP being transferred, on behalf of the University.

(e) In case of IP involving more than one creator, a coordinator from among the creators shall be identified by the creators, for IP protection purposes. At this stage all members of the group of creators shall sign a revenue sharing agreement for the IP, as and when they accrue. This revenue sharing agreement may be modified at any time on mutual consent among the creators and intimated to the Chairman IPR Cell. Any conflict with regard to revenue sharing among the creators will be resolved by the University and the same will be binding on all the creators of the IP.

14. Dispute Resolution

Any disputed issue related to the intellectual property or the interpretation of these Ordinances, shall be decided as follows:

i) Any disputed issue that cannot be resolved with the assistance of the IPR Cell shall be referred to a tribunal of Arbitration at the instance of the University or at the request of the inventor or funding agency. The decision of this tribunal of Arbitration shall be final between the parties

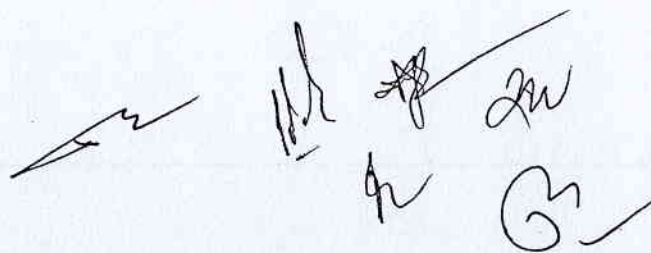
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for any disputed issue related to intellectual property, revenue sharing or the interpretation of this policy.

- ii) The tribunal shall consist of one member appointed by the Vice-Chancellor, one member nominated by the other party(s) and the Legal Advisor of the University.
- iii) The process of resolving the dispute shall be completed expeditiously and except in unusual circumstances within two months.
- iv) The tribunal of Arbitration shall have power to regulate its own procedure in consonance with principles of natural justice.

15. Miscellaneous

- i) **Amendments:** The University reserves the right to amend these Ordinances at any time as required. The Executive Council upon recommendation by the Intellectual Property Cell may amend these Ordinances.
- ii) **Waivers:** The University may grant a waiver from the provisions of these Ordinances on a case-by-case basis. All waivers must be in writing, supported by reasons and signed by the Vice-Chancellor. Any decision to grant a waiver will take into account the best interest of the University and the facts of the particular situation. Every waiver and reasons for it shall be reported to the Executive Council in its next meeting.
- iii) **Educational Materials:** Educational Materials represent a broad spectrum of copyright works. These materials encompass traditional educational materials such as material for lessons and course material as well as other methods of course delivery such as Internet based learning. The desire of the University is to encourage the development of creative and effective educational tools and media in order to further the University educational goals. Educational materials produced in the normal course will generally be owned by the creator of the educational material. Certain circumstances, may however, give rise to claim of joint ownership by the University. Because all possible circumstances cannot be envisioned by this Ordinance, each particular situation will have to be evaluated on its own facts to determine ownership interests. The University separately follows the norms of creating educational material under its Open Educational Policy.
- iv) **Moral Rights:** The University recognizes the moral rights of the creators of intellectual property and shall endeavor to protect these rights. These include the right of fair attribution of authorship or invention, the need for the work not to be altered in such a way that it harms the reputation of the creator and an opportunity for the creator to be involved in determining the final outcome of his/her labour.
- v) **Logo/Emblem of the University:** The logo/Emblem of the University are the exclusive identity and property of the University and no person shall without prior permission of the University can utilize the logo/emblem of the University for any commercial purpose. .

Handwritten signatures and initials in black ink, including a large signature on the left and several smaller initials and signatures on the right.