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**MAHARSHI DAYANAND SARASWATI UNIVERSITY,
AJMER**

(Established under the Maharshi Dayanand Saraswati University Act, 1987)

**ORDINANCE
ON INTELLECTUAL PROPERTY RIGHTS**

Rita Mathur

[Signature]

PREAMBLE

WHEREAS it is expedient to provide for the identification, ownership, protection, management and commercialization of intellectual property created within Maharshi Dayanand Saraswati University, Ajmer, and to regulate the rights and obligations of its personnel and students in relation thereto;

AND WHEREAS the University is desirous of fostering innovation and creativity, of translating research into products, processes and services for the public good, and of doing so consistently with the National Intellectual Property Rights Policy, 2016, the Model Intellectual Property Rights Policy for Universities issued by the Department of Science and Technology, Government of Rajasthan, and other applicable law and policy;

NOW, THEREFORE, in exercise of the powers conferred by Section 22 of the Maharshi Dayanand Saraswati University Act, 1987 (Act No. 2 of 1987), the Board of Management, on the recommendation of the Academic Council, hereby makes the following Ordinance:

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CHAPTER I PRELIMINARY

1.Short title, extent and commencement. This Ordinance may be called the *Maharshi Dayanand Saraswati University Intellectual Property Rights Ordinance, 2026*.

(1)It shall extend to the University, its teaching departments, constituent units, regional and satellite campuses, and to every constituent or affiliated college that adopts it by resolution of its governing body.

(2)It shall come into force on the date of its approval by the Board of Management.

2.Application. This Ordinance shall apply to—

(a)all members of the teaching, non-teaching, technical, administrative and project staff of the University, whether regular, contractual, ad hoc, visiting, adjunct or emeritus;

(b)all students and research scholars enrolled with the University or its constituent teaching departments and campuses;

(c)all visiting scientists, interns, trainees, fellows and other persons who use the resources of the University or participate in any research or creative activity administered by the University; and

(d)all intellectual property created on or after the date of commencement of this Ordinance.

Provided that where a sponsored, collaborative or consultancy agreement approved by the Competent Authority contains specific provisions relating to intellectual property, those provisions shall prevail to the extent of any inconsistency with this Ordinance.

3.Objects. The objects of this Ordinance are—

(a)to foster innovation and creativity, and to translate the same into products, processes and services in the public interest;

(b)to secure to every Creator due recognition and an equitable share in the benefits arising from intellectual property;

(c)to provide a fair, transparent and time-bound process for the determination of ownership, the protection of intellectual property, and the sharing of revenue;

(d)to promote collaboration between the University and industry, and the formation of start-ups and spin-offs; and

(e)to ensure that measures for the protection of intellectual property are consistent with the open-access and open-data obligations of the University and its funding agencies, protection being the exception and open dissemination the rule for the results of publicly funded research (subjected to: patent filing; confidentiality; sponsor restrictions; national security restrictions; privacy/data protection; third-party contractual obligations; applicable law).

CHAPTER II DEFINITIONS

4. Definitions. In this Ordinance, unless the context otherwise requires—

“Act” means the Maharshi Dayanand Saraswati University Act, 1987 (Act No. 2 of 1987), together with the Statutes and Ordinances made thereunder;

“Background Intellectual Property” means intellectual property owned or otherwise controlled by a party prior to the commencement of the relevant sponsored research, consultancy or collaboration project, and which is made available for the purposes of that project;

“Board of Management” and “Academic Council” mean the authorities of the University constituted under Sections 11 and 12 of the Act respectively;

“Competent Authority” means the Vice-Chancellor or an officer authorised by the Vice-Chancellor in this behalf;

“Creator” means a person who, alone or jointly, conceives, invents, authors, designs or develops any intellectual property, and includes an Inventor and an Author;

“External Partner” means the Government of India, a State Government, a local authority, a public sector undertaking, a private organisation, a multinational corporation, a non-governmental organisation, a foreign government, an international body, or any other institution that funds or commissions research, whether singly or in combination;

“Foreground Intellectual Property” means intellectual property generated in the course of, and arising from, the relevant sponsored research, consultancy or collaboration project;

“incidental support” means the use of resources of the University that are not provided for the generation of a specific research output, including the ordinary use of offices, the library, departmental facilities, the internet, computers and peripherals, and general secretarial or administrative services, and the receipt of one's own salary or fellowship in the normal course of duties;

“Intellectual Property” or “IP” means the subject matter listed in Article 1 of the TRIPS Agreement and includes patents, copyright, trademarks, industrial designs, geographical indications, semiconductor integrated circuit layout-designs, new plant varieties, trade secrets and know-how;

“IPMC” means the Intellectual Property Management Committee constituted under this Ordinance;

“IPR Cell” means the Intellectual Property Rights Cell constituted under this Ordinance;

“Moral Rights” means the rights of an author under Section 57 of the Copyright Act, 1957, which shall vest in the Author irrespective of the assignment of copyright;

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“Net Revenue” means the gross receipts realised by the University from the commercialization of intellectual property, less the direct external costs incurred, including statutory fees, professional fees, maintenance and renewal fees, and marketing and legal expenses, and, without limitation, patent filing fees, attorney fees, foreign-filing costs, technology-valuation costs, licensing-negotiation costs, transaction charges, and enforcement or litigation expenses; and Net Revenue shall be computed after deduction of Goods and Services Tax and other statutory taxes actually paid on the transaction;

“Researcher” means any member of the faculty, any student or research scholar, any project or research-support staff member, or any visiting researcher, who uses the resources of the University or participates in a research activity of the University;

“substantial support” means support beyond incidental support, including a specific grant or fellowship, funds for equipment or materials for a defined research project, and the creation or major modification of infrastructure for the specific needs of the research that generates the intellectual property;

“substantial support from an External Partner” means non-incidental support provided by an External Partner, including a sponsored grant or a full fellowship from the University Grants Commission, the Department of Science and Technology, the Department of Biotechnology or a like agency, which shall be treated as external support and not as support of the University;

“Sufficient Disclosure” means a description of an invention in such detail as to render it apparent to a person skilled in the art how to put the invention into practice; and

“University” means the Maharshi Dayanand Saraswati University, Ajmer.

Provided that the use of the name of the University in connection with a work, otherwise than for the identification of the Creator as a member of the University, shall constitute a non-incidental use of a resource of the University.

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CHAPTER III

PRESERVATION OF RIGHTS AND MANDATORY DISCLOSURE

5. Preservation of novelty. No Creator shall publish, present, display or otherwise disclose to the public any patentable invention before a provisional or complete application in respect thereof has been filed through the IPR Cell.

(1) The grace period under Sections 29 to 34 of the Patents Act, 1970 shall not be relied upon as a matter of standard procedure.

(2) Any pre-filing public disclosure, whether intentional or accidental, shall be reported forthwith to the IPR Cell for emergency evaluation.

6. Excluded subject matter. The University shall not process or financially support an application for a patent in respect of any invention falling within Sections 3 and 4 of the Patents Act, 1970, including an invention relating to atomic energy, a method of agriculture, or a computer programme per se, without prejudice to the protection of such subject matter under any other law where applicable.

7. Third-party rights and academic integrity. Every Creator shall—

(a) obtain the necessary permission or licence before using any technology, design, software or copyrighted material of a third party otherwise than as permitted by the licence or by the exceptions under Indian law; and

(b) accurately attribute all material sourced from the work of another; and any unauthorised reproduction or failure to attribute, outside the fair-dealing exceptions under Section 52 of the Copyright Act, 1957, shall constitute plagiarism and shall be dealt with as misconduct under the Academic Integrity Regulations of the University.

8. Maintenance of records. Every Creator shall maintain, from the inception of an idea, a verifiable and chronological record of research data, experimental notes and design parameters; and every agreement with a co-Creator or a third party shall be reduced to writing and a copy thereof deposited with the IPR Cell.

9. Prior search for marks. Before the adoption, use or registration of any name, logo, phrase or brand associated with an innovation, department or venture of the University, a prior search of the register of trademarks shall be conducted through the IPR Cell.

10. Mandatory disclosure. Every Creator shall disclose any potentially protectable intellectual property to the IPR Cell within thirty (30) days of its conception or first reduction to practice, and in every case before any public disclosure thereof, in the form specified in Schedule I.

(1) Every co-Creator shall be named in the disclosure, together with the department, the percentage of contribution, and the source and level of support.

(2) The IPR Cell shall acknowledge every disclosure within seven ~~(7)~~ 15 (fifteen) working days and shall assign to it a unique reference number.

(3)A disclosure shall be held in confidence, and the making of a disclosure shall not of itself entail any liability or cost on the part of the Creator.

11.Intake assessment. The IPR Cell shall, ordinarily within three (3) weeks of a complete disclosure, verify its completeness, classify the type of intellectual property, cause a prior-art or patentability search to be conducted, verify the source and level of support, and identify any use of biological resources or associated traditional knowledge. (See also clause 36.)

Provided that where an invention involves biological resources, the IPR Cell shall cause the permission of the National Biodiversity Authority to be processed in parallel with the application for protection, in compliance with the Biological Diversity Act, 2002 through the process laid down by the IPR cell.

Any preliminary search conducted by the IPR Cell shall not by itself constitute a legal opinion regarding patentability. Where considered necessary, the University may obtain a professional opinion from a registered patent agent or patent attorney.

Foreign-Filing

CHAPTER IV

OWNERSHIP AND ALLOCATION OF RIGHTS

12. Basis of ownership. The ownership of intellectual property shall be determined according to the level of support with which it was generated, namely incidental support of the University, substantial support of the University, or substantial support of an External Partner, in the manner provided in this Chapter.

Explanation.— For the purposes of this Chapter, University ownership shall, in particular, be treated as arising where—

- (i) substantial resources of the University are used;
- (ii) the work is created in the course of assigned employment duties;
- (iii) the research is funded by the University;
- (iv) the intellectual property arises from a University-sponsored project;
- (v) the University specifically commissions the work; or
- (vi) a funding or collaboration agreement provides for University ownership.

13. Institutional materials. Notwithstanding anything in this Chapter, the copyright in institutional materials, including course syllabi, curricula, examination questions and instructions, and reports specifically commissioned by the University, shall vest in the University at every level of support.

14. Intellectual property generated with incidental support. Where intellectual property is generated with only incidental support of the University—

- (a) the copyright in scholarly, academic and artistic works, including books, articles, lecture notes, audio and visual teaching aids, films, plays and musical works, shall vest in the Creator; and the Creator shall not disclose any patentable outcome before an application for protection has been filed;
- (b) the copyright in institutional materials shall vest in the University in accordance with clause 13; and
- (c) the rights in all other intellectual property, including software, patentable and non-patentable inventions, know-how, designs, plant varieties and integrated circuits, shall vest in the University.

15. Intellectual property generated with substantial support of the University.

Where intellectual property is generated with substantial support of the University—

- (a) the copyright in scholarly and academic works shall vest in the Creator, subject to a non-exclusive, royalty-free, irrevocable and worldwide licence to the University for research and educational purposes;

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- (b) the copyright in films, plays and musical works shall vest in the University, and upon commercialization the revenue shall be shared with the Creator in a ratio fixed by the IPK Cell;
- (c) the copyright in lecture videos and Massive Open Online Courses shall vest in the University, subject to a non-exclusive, royalty-free, irrevocable and worldwide licence to the Creator for teaching and research purposes; and
- (d) the rights in all other intellectual property, including software, inventions, know-how, designs, plant varieties and integrated circuits, shall vest in the University, and the benefits thereof shall be shared in accordance with Chapter VII.

16. Intellectual property generated with substantial support of an External Partner. Where intellectual property is generated with substantial support of an External Partner, ownership shall be determined by the agreement between the parties; and in the absence of a specific provision therein—

- (a) the copyright in scholarly works shall be resolved in favour of the Creator, who shall grant to the University and to the funding agency a non-exclusive, royalty-free, irrevocable and worldwide licence, including for deposit in an open-access repository;
- (b) the copyright in films, plays, musical works, lecture videos and Massive Open Online Courses shall be held jointly by the University and the External Partner in proportion to their respective contributions, and the revenue shall be shared with the Creator; and
- (c) the rights in all intellectual property other than copyright shall vest in the University.

16A. Intellectual property created by students. Students and research scholars shall be recognized as Creators or Inventors of intellectual property where so warranted under applicable law, and inventorship or authorship shall be determined in accordance with that law and not merely by reference to academic supervision; mere supervision of a student's work shall not, by itself, make the supervising faculty member a Creator or Inventor.

- (1) A student participating in sponsored research shall be bound by the terms of the applicable sponsored research or collaboration agreement.
- (2) Intellectual property created by a student using substantial resources of the University may, in the circumstances specified in this Chapter, be owned by the University.
- (3) A student or research scholar shall, at least ninety (90) days before the submission of a thesis or dissertation for evaluation, certify to the IPR Cell whether the thesis or dissertation discloses any potentially patentable subject matter; and where it does, the student shall file the disclosure required under clause 10 if not already filed.
- (4) Where the IPR Cell determines that the thesis or dissertation discloses potentially patentable subject matter and an application for protection has not yet been filed, the deposit of the thesis or dissertation in the University library

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or in any open-access or institutional repository, including Shodhganga, shall be embargoed for a period not exceeding two (2) years from the date of submission, or until the filing of a provisional or complete application, whichever is earlier.

- (5) An embargo under sub-clause (2) shall not delay the submission of the thesis or dissertation to examiners, the conduct of the viva voce, or the award of the degree, and shall restrict only the public or open-access availability of the thesis or dissertation.
- (6) The student shall be entitled to apply to the IPR Cell for early lifting of the embargo, or, on reasoned grounds, for an extension not exceeding one (1) further year.
- (5) Nothing in this clause shall be construed to permit the University to withhold a degree otherwise due to a student by reason only of a pending patent application.
- (6) The distribution of revenue between a student and a faculty member under Chapter VII shall be documented, with the approval of the IPR Cell, before the commercialization of the intellectual property.
- (7) Every student researcher shall, where required by the IPR Cell, execute an appropriate intellectual-property and confidentiality declaration.

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CHAPTER V

PROTECTION AND PROSECUTION OF INTELLECTUAL PROPERTY

17. Decision to protect. The IPMC shall, within sixty (60) days of a complete disclosure, evaluate the intellectual property having regard to novelty, inventive step, industrial applicability, commercial potential and public value, and shall determine—

- (a) to apply for protection in the name of the University;
- (b) to maintain the intellectual property as a trade secret;
- (c) to release the intellectual property to the Creator under clause 21; or
- (d) to place the intellectual property in the public domain in the public interest.

18. Filing. Where the IPMC determines to apply for protection, the IPR Cell shall cause an application to be filed through an empanelled patent agent or attorney or through the facilities of the Patent Information Centre, Department of Science and Technology, Government of Rajasthan, and a provisional application, where applicable, shall ordinarily be filed within ninety (90) days of the complete disclosure.

- (1) The Creator shall furnish the technical particulars, verify the specification and claims, and execute the declaration of inventorship and such other documents as may be required.
- (2) The assignment of the intellectual property to the University and the power of attorney shall be executed by the Competent Authority; and no Creator shall execute any such instrument on behalf of the University without authorization by the Vice Chancellor.
- (3) The IPR Cell shall confirm to the Creator in writing the number and date of filing, whereupon the Creator may proceed to publish.

19. Prosecution and time-limits. The IPR Cell shall maintain a record of, and shall ensure compliance with, the statutory time-limits set out in the Table below, and the empanelled agent shall maintain an independent record of the same.

Milestone	Time-limit	Consequence of default
Complete specification after provisional	12 months of the provisional within the period prescribed under the applicable patent law and rules, as amended from time to time	Application deemed abandoned; priority lost
Request for examination	31 months of the priority date Request for Examination shall be filed within the period prescribed under the Patents Act, 1970 and the Patents Rules, 2003, as amended from time to time.	Application treated as withdrawn
Reply to the first examination report	6 months, extendable by 3 months	Application deemed abandoned

Milestone	Time-limit	Consequence of default
	within the period prescribed under the applicable patent law and rules, as amended from time to time	
Renewal or maintenance fee	annually from the third year	Right ceases, subject to grace period

Upon grant, the intellectual property shall be registered in the name of the University, naming the Creator, and the IPR Cell shall pay the renewal fees as they fall due.

20. Costs of protection. The costs of obtaining and maintaining protection shall be borne—

- (a) by the University, where it is the sole owner
- (b) Where intellectual property is created wholly or partly in the course of a student's project or thesis and a faculty member is a co-Creator thereof, the Creators shall, before the commercialization of the intellectual property, execute an agreement specifying the distribution of revenue between them according to their respective contribution, and such agreement shall be documented and approved by the IPR Cell.
- (c) by the parties in proportion to the allocation of rights, where ownership is shared with an External Partner; and where a funding body elects to file otherwise than through the IPR Cell, that body shall bear the entire cost of the joint application and its prosecution; and
- (d) by the licensee, assignee or acquirer, in respect of the costs of any transfer of rights in intellectual property owned by the University.
- (e) Protection outside India shall be evaluated by a Foreign-Filing Committee chaired by the Vice-Chancellor and comprising the Registrar, the Finance Officer, the Chairperson of the IPR Cell, two members of the IPR Cell and one external expert. No application for protection outside India shall be filed in respect of an invention originating in India except in compliance with the applicable provisions of the Patents Act, 1970, including Section 39, and the rules made thereunder.

21. Release to the Creator. Where the University determines not to protect the intellectual property, or does not convey its decision within the period specified in clause 22, the Creator may apply for protection at the Creator's own cost, in the name of the University or as a joint applicant, and the University shall cooperate in the execution of the documents necessary for filing, prosecution and maintenance; and the University shall in every such case retain a non-exclusive, royalty-free, irrevocable licence for research and educational purposes.

(1) Release under this clause where the intellectual property is proposed to be commercialised shall be conditional upon the Creator—

- (a) submitting a business proposal to the IPR Cell;
- (b) obtaining an independent valuation of the intellectual property;

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- (c) making a conflict-of-interest disclosure;
- (d) obtaining the recommendation of the IPMC;
- (e) obtaining the approval of the Competent Authority; and
- (f) agreeing arm's-length licence terms.

22. Communication and waiver. The University shall convey its decision to protect or not to protect within six (6) months of Sufficient Disclosure, and shall be deemed to have waived its right to protect if it does not do so within nine (9) months of Sufficient Disclosure.

Provided that no provision of this Ordinance shall be interpreted to waive or extinguish any non-waivable statutory right of an author, inventor or other Creator under applicable law.

CHAPTER VI

COMMERCIALIZATION AND TECHNOLOGY TRANSFER

23. Preference for licensing. The University shall ordinarily commercialize intellectual property by licensing rather than by assignment, and by non-exclusive rather than exclusive licence.

- (1) An exclusive licence in respect of intellectual property other than copyright, and any assignment, shall be granted only in exceptional circumstances and with the approval of the Vice-Chancellor on the recommendation of the IPR Cell.
- (2) The terms of sub-licensing shall be expressly provided in every licence.
- (3) Preference shall be given to Indian industry, micro, small and medium enterprises, and start-ups; and the IPR Cell shall utilise the innovation ecosystem of the State and of the Union, including iStart Rajasthan, the Department of Science and Technology, the Technology Information, Forecasting and Assessment Council, and the National Research Development Corporation.

24. Start-ups and spin-offs. A Creator who founds a start-up may be exempted from any upfront fee and royalty for a period of three (3) years in respect of intellectual property of the University on which the Creator is named as inventor.

- (1) Where there is more than one Creator, the benefit under this clause shall be availed collectively, and not in sub-groups without the consent of the remaining Creators.
- (2) A Creator shall have the right of first offer to license the Creator's intellectual property for a start-up promoted by the Creator.
- (3) The University may take equity or other consideration in a start-up in accordance with the prevailing national policy, applicable law and the University's approved start-up policy; and where the University accepts equity in lieu of or in addition to a fee or royalty, such equity shall ordinarily be within a band of two per cent (2%) to nine and one-half per cent (9.5%), as provided in the National Innovation and Startup Policy, 2019, and shall be held through a company

incorporated under Section 8 of the Companies Act, 2013 or through an incubator of the University.

- (4) Where commercially significant intellectual property is proposed to be licensed, assigned or contributed in consideration of equity, the University may obtain an independent valuation from a qualified professional or agency.

25. Conflict of interest. A Creator who, alone or through an immediate family member, holds an interest in an actual or prospective licensee shall disclose that interest in writing to the IPR Cell before any decision on licensing; and the existence of such an interest shall not by itself be a ground for refusing a licence, the IPR Cell deciding the matter on an overall assessment.

26. Default by licensee and indemnity. Every commercialization agreement shall provide that—

- (a) where the licensee or assignee fails to take adequate steps to commercialize the intellectual property within the agreed time, the University may, after due process, revoke the licence and re-assign the intellectual property; and
- (b) the University and its Researchers shall be indemnified against all liability arising from the development or commercialization of the intellectual property.

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CHAPTER VII

SHARING OF REVENUE AND BENEFITS

27. Sharing of Net Revenue. The Net Revenue realised from the commercialization of intellectual property owned by the University shall be shared between the Creator and the University in the following proportions—

Intellectual property generated with	Creator : University
incidental support of the University	70 : 30
substantial support of the University (general rule)	40 : 60
substantial support of the University, in the first five years from the date of filing	60 : 40
substantial support of an External Partner	as per the agreement; in its absence, by proportional contribution

28. Incidents of the Creator's share. For the purposes of clause 27—

- (a) where the costs of filing were not borne by the University, the Creator shall first recoup those costs from the income before any sharing;
- (b) the share of the Creator shall be paid whether or not the Creator continues to be associated with the University, and shall devolve upon the legal heirs of the Creator; and
- (c) where there is more than one Creator, the Creators shall, at the time of filing, execute an agreement specifying the distribution of their share according to contribution, which may be revised by mutual consent with the approval of the University on the advice of the IPR Cell.

29. Application of the University's share. The share of the University under clause 27 shall be applied as to fifty per cent (50%) towards a University Intellectual Property Management Fund for commercialization, maintenance, protection abroad and capacity-building; as to ten per cent (10%) towards the University as administrative charges; and as to forty per cent (40%) towards the department in which the intellectual property originated, for equipment, materials or academic and research activity.

John Mathew

CHAPTER VIII

ADMINISTRATIVE MACHINERY

30. The IPR Cell. There shall be an Intellectual Property Rights Cell of the University, which shall be the nodal agency for the administration of this Ordinance.

(1) The IPR Cell shall consist of a Chairperson nominated by the Vice-Chancellor; a Member Coordinator; at least one member of the faculty representing relevant academic disciplines, including technology, sciences, humanities, social sciences, management and other disciplines as considered appropriate

; one expert in intellectual property, either from the discipline of management or the discipline of law, or external experts where such faculty are not available and the Finance Officer of the University.

(2) The ordinary term of a member shall be three (3) years, renewable by the Vice-Chancellor, and every member, including the Chairperson, shall execute a non-disclosure agreement with the University.

(3) The IPR Cell shall receive and process disclosures in confidence; cause searches to be conducted; coordinate the filing, prosecution and maintenance of intellectual property; prepare and vet agreements for execution by the Competent Authority; classify research as attracting incidental, substantial or external support; maintain the records and portfolio of the University; conduct a periodic audit; ensure that its measures do not defeat the novelty of an invention when replying under the Right to Information Act, 2005, nor conflict with any open-access obligation and maintain an Institutional Repository.

31. The IPMC. There shall be an Intellectual Property Management Committee, which shall take the decisions reserved to it by this Ordinance, including the decisions to protect, maintain, abandon, assign or license intellectual property and to approve the sharing of revenue.

(1) The IPMC shall be chaired by the Vice-Chancellor or a nominee, with the Coordinator of the IPR Cell as Member, and shall include the Dean (Research), senior members of the faculty from relevant disciplines, an external patent attorney, an expert in industry or technology transfer, the Finance Officer and the Registrar.

(2) The IPMC shall meet not less than once in each quarter or as per the requirement; a member having a personal interest in a matter shall disclose the same and shall not participate in its consideration; and the IPMC shall review this Ordinance not less than once in every three (3) years and shall cause an annual report of the intellectual property portfolio of the University to be published.

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CHAPTER IX GRIEVANCES AND DISPUTES

- 32.Reference to the IPR Cell.** Any dispute or grievance concerning ownership, inventorship, the sharing of revenue, the processing of a disclosure, or the interpretation of this Ordinance shall in the first instance be referred to the IPR Cell, which shall investigate the matter and endeavour to settle it by mediation within sixty (60) days.
- 33.Appeal.** An appeal against a decision of the IPR Cell or the IPMC shall lie to a Grievance and Appellate Committee, consisting of a senior Professor as Chairperson, two members of the IPMC unconnected with the decision, and two external experts in intellectual property, which shall decide the appeal within sixty (60) days after affording the parties an opportunity of being heard.
- 34.Final appeal and jurisdiction.** A further appeal shall lie to the Vice-Chancellor, whose decision shall be final within the University; and any dispute arising from an agreement relating to intellectual property entered into by the University shall be subject to the jurisdiction of the courts at Ajmer.

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CHAPTER X

GENERAL PROVISIONS

- 35. Confidentiality.** Every person shall hold the information, documents and data of the University securely and shall use the same only for authorised purposes; and information that is already in the public domain, is required by law to be disclosed, is independently developed, or is received from a third party without obligation of confidence shall not be treated as confidential. These confidentiality obligations shall, in the case of trade secrets and other confidential information, survive cessation of employment or association for such period as may be specified in the applicable agreement, and, in the case of trade secrets, for so long as the information remains a trade secret.
- 36. Compliance with biological-diversity law.** Every transfer of biological resources shall comply with the Biological Diversity Act, 2002, and the permission of the National Biodiversity Authority shall be processed in parallel with the application for protection. Where the intellectual property involves biological resources, associated traditional knowledge or research results falling within the scope of that Act, as amended, and the rules and regulations made thereunder, the University shall additionally comply with the applicable intimation, disclosure, access and benefit-sharing requirements.
- 37. Free and open-source software.** The University shall promote the use of free and open-source software and open standards, shall conduct training in relation thereto, may license its own software under open licences, and shall so far as practicable use free and open-source software for its official purposes.
- 38. Publications.** A publication arising from research shall be owned jointly by the University and the Creator; and the name and emblem of the University shall not be used without the prior written permission of the University.
- (1) Where research results contain potentially patentable subject matter, no publication shall be made, and the Creator shall submit an IP disclosure to the IPR Cell before public disclosure, until an application for protection has been filed or the IPR Cell confirms that protection is not required.
- (2) Authorship shall be determined in accordance with the applicable law and accepted academic standards; and copyright ownership shall be determined in accordance with the Copyright Act, 1957, this Ordinance, and any applicable sponsored research, consultancy or collaboration agreement.
- (3) Nothing in this clause shall prevent a Creator from publishing research findings, subject to reasonable confidentiality, contractual, ethical and intellectual property protection requirements.
- 38A. Use of University name, logo and institutional identity.** The name, logo, crest, motto or other institutional identity of the University shall not be used in connection with any intellectual property, product, service, publication or commercial activity

except with the prior written permission of the Competent Authority; any such use shall be subject to such conditions, including as to quality control and duration, as may be specified in that permission; and no licensee, assignee, start-up or other person shall represent itself as an agent of, or as being sponsored or endorsed by, the University save to the extent expressly so permitted.

39. Power to remove difficulties. If any difficulty arises in giving effect to this Ordinance, the Vice-Chancellor may, by order not inconsistent with the Act and the Statutes, do anything necessary to remove the difficulty, and shall report the same to the Board of Management.

40. Amendment. This Ordinance may be amended by the Board of Management on the recommendation of the Academic Council or the IPMC. References to any Act, Rule, Regulation, Government policy or statutory authority shall include amendments, substitutions or re-enactments thereof.

41. Repeal and savings. Any resolution, order or practice of the University in force immediately before the commencement of this Ordinance and inconsistent with it is hereby superseded to the extent of the inconsistency; but anything done or any right accrued thereunder shall be deemed to have been done or accrued under this Ordinance.

MAHARSHI DAYANAND SARASWATI UNIVERSITY, AJMER*Intellectual Property Rights Cell***SCHEDULE I****PARTICULARS OF THE INVENTION / INTELLECTUAL PROPERTY
DISCLOSURE FORM****FOR OFFICE USE OF THE IPR CELL ONLY**

Disclosure Reference No.: _____

Date of Receipt: _____

Date of Acknowledgement (within 15 working days of Clause 10(2)): _____

*Note: This disclosure shall be treated in confidence by the IPR Cell in accordance with Clause 10(3). Submission of this form does not itself entail any liability or cost on the part of the Creator.***1. TITLE OF THE INVENTION / INTELLECTUAL PROPERTY**

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2. TYPE OF INTELLECTUAL PROPERTY (TICK ALL THAT APPLY)

- ☐ Patent ☐ Copyright ☐ Trademark ☐ Industrial Design
☐ Geographical Indication ☐ Semiconductor / IC Layout-Design ☐ New Plant Variety
☐ Trade Secret / Know-how ☐ Other (specify): _____

3. PARTICULARS OF CREATOR(S) / INVENTOR(S)

Every co-Creator must be named below, together with department, status, percentage of contribution, and signature. Attach an additional sheet in the same format if there are more than three Creators.

Particulars	Creator 1	Creator 2	Creator 3
Full Name			
Status (Faculty / Student / Research Scholar / Staff / External)			
Department / Constituent Unit			
Designation / Enrolment No.			
Email & Mobile No.			
Permanent / Mailing Address			
% Contribution to this IP			
Signature & Date			



Total percentage contribution of all Creators named above must sum to 100%. Where a Creator is a student, refer also to Clause 16A regarding recognition as Creator/Inventor.

4. SOURCE AND LEVEL OF SUPPORT

- ☐ Incidental support of the University only
- ☐ Substantial support of the University
- ☐ Substantial support of an External Partner

Name of funding / sponsoring agency (if any)	
Nature of support (grant, fellowship, equipment, infrastructure, etc.)	
Project title & sanction / grant number	
Duration of project (from - to)	
Is there a sponsored research / collaboration / consultancy agreement governing IP? If yes, attach a copy.	

5. DESCRIPTION OF THE INVENTION / IP [SUFFICIENT DISCLOSURE]

Provide sufficient disclosure — a description in such detail as to render it apparent to a person skilled in the art how to put the invention into practice. Continue on separate sheets and attach research records, drawings, data, or manuscripts as needed (see also Clause 8).

(a) Field of the invention / IP
(b) Background and existing state of the art / prior work known to the Creator(s)
(c) Problem addressed / objective
(d) Detailed description of the invention, including its working, components, process or composition, as applicable

Ken Mathew

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(e) Novel features and inventive step (how it differs from and improves upon prior art)

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(f) Industrial applicability / practical utility

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(g) Potential commercial applications and target sector(s) / industry

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6. STAGE OF DEVELOPMENT

- ☐ Concept / idea stage
 ☐ Laboratory prototype
 ☐ Tested prototype
☐ Field-tested
 ☐ Ready for commercialization
 ☐ Other: _____

7. PRIOR OR PLANNED PUBLIC DISCLOSURE

No Creator shall publish, present, display or otherwise disclose to the public any patentable invention before an application has been filed through the IPR Cell. Complete this section fully and accurately.

Has this invention/IP already been publicly disclosed (published, presented, displayed, demonstrated, or otherwise made available to the public), whether intentionally or accidentally?	☐ Yes ☐ No
If yes, give details (venue/journal, date, nature of disclosure)	
Is any publication, thesis submission, conference presentation, or public disclosure planned or pending? If yes, give the proposed date.	

8. THIRD-PARTY RIGHTS, MATERIALS AND COLLABORATORS

Does the invention/IP use or incorporate any technology, design, software, data, or copyrighted material of a third party?	☐ Yes ☐ No
If yes, identify the third party and the permission/licence obtained	

Kishu Mathur

Names/affiliations of any external collaborators, consultants or co-inventors not employed/enrolled at the University	
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9. BIOLOGICAL RESOURCES AND TRADITIONAL

Does the invention involve biological resources, genetic material, or associated traditional knowledge?	☐ Yes ☐ No
If yes, give details, including source, place of access, and status of permission from the National Biodiversity Authority under the Biological Diversity Act, 2002	

10. RELATED EXISTING INTELLECTUAL PROPERTY

Is this invention/IP related to, or an improvement upon, any earlier patent, application or IP of the Creator(s) or the University?	☐ Yes ☐ No
If yes, give application/patent number(s) and status	

11. SUPPORTING DOCUMENTS ENCLOSED

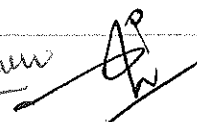
- ☐ Laboratory notebook / research record extracts ☐ Drawings / diagrams / schematics
- ☐ Experimental data / results ☐ Draft manuscript or thesis chapter
- ☐ Agreement(s) with co-Creators or third parties (Clause 8) ☐ Sponsored research / collaboration agreement
- ☐ Other: _____

12. DECLARATION BY THE CREATOR(S)

We / I declare that:

- the particulars given above are true and complete to the best of our/my knowledge and belief;
- all co-Creators of this invention/IP have been named in this disclosure;
- no public disclosure of any patentable subject matter described herein shall be made before an application for protection has been filed through the IPR Cell, or the IPR Cell has confirmed that protection is not required, except as permitted under this Ordinance;
- we/I have maintained, and shall continue to maintain, a verifiable and chronological record of research data and experimental notes relating to this invention/IP, in accordance with Clause 8; and
- we/I understand that this disclosure will be held in confidence by the IPR Cell and that its submission does not by itself entail any liability or cost on our/my part.

Name of Creator	Signature	Date

Ritu Mathur 

FOR OFFICE USE OF THE IPR CELL ONLY	
Completeness verified	☐ Complete ☐ Incomplete — returned for details
Classification of IP type	
Prior-art / patentability search assigned to	
Source and level of support verified	☐ Incidental ☐ Substantial (University) ☐ Substantial (External Partner)
Biological resources / traditional knowledge involved	☐ Yes — NBA process initiated ☐ No
Forwarded to IPMC on	
Name & signature of receiving officer, IPR Cell	

SCHEDULE II

Service Standards of the IPR Cell

Action	Time-limit
Acknowledgement of disclosure and allotment of reference number	7-15 working days
Intake assessment and prior-art search	2 to 3 weeks
Decision of the IPMC to protect	60 days of complete disclosure
Filing of provisional application	90 days of complete disclosure
Communication of decision to protect or not to protect	6 months of Sufficient Disclosure
Deemed waiver where the University does not act	9 months of Sufficient Disclosure

SCHEDULE III

Empanelment of Patent Agents and Attorneys

The University shall empanel not fewer than three and not more than four registered patent agents or attorneys, selected by a two-envelope process in which a technical bid is evaluated out of one hundred (100) marks and a financial bid, quoting a fixed schedule of fees exclusive of statutory fees, is opened only in respect of a bidder securing not less than sixty (60) marks, the final selection being made on a quality-cost basis in the ratio of 70:30. A bidder shall hold a valid registration as a patent agent; and empanelment shall be for a term of three (3) years subject to annual review of the rate of grant, the observance of time-limits and responsiveness.

Rita Mathur