



**AMRITA**  
**VISHWA VIDYAPEETHAM**  
DEEMED TO BE UNIVERSITY



# PROMOTION OF RESEARCH

## Policies

**Adopted FEBRUARY 2014**  
**Last Updated AUGUST 2018**

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Amrita Vishwa Vidyapeetham (AVVP) is committed to sustaining a culture of research on its campuses among all students and faculty. This involves going above and beyond standard course content and established published knowledge and advancing the boundaries of scientific knowledge for the further development of society and humanity. The philosophy of the institution is that such a culture of research can only be achieved by developing the whole individual along with inculcating research methodologies for expanding our knowledge base, that the expansion of our knowledge is predicated on the expansion of individual awareness. The institution believes that the best of external facilities and resources need to synergize with deep critical thinking and inner contemplation for a proper research culture to take root.

The concept of research outcomes serving urgent needs of society and humanity will form an important metric of research success for this University along with conventional metrics such as publications, patents, citations, research funding, etc. One example at Amrita is the development of computer-based haptics tools at the AMMACHI Labs, Amritapuri campus, to train hundreds of disadvantaged poor women to take up a plumbing career and lead independent lives.

## **A: Research Grants**

Securing research funding is seen as a critical activity as the process is peer reviewed and competitive and hence indicative of the quality of research of the faculty. All faculty are required to make research proposal submissions an integral part of their research activity. Though research grants are largely extramural in nature, the institution also, in certain cases, may provide research grants to faculty based on merit and the importance to the institution of the proposed research in terms of its potential to place the institution at a strategic advantage in terms of national and global competitive research funding opportunities, or in terms of a substantial advantage provided by the research to serve critical needs of the community. The proportion of time devoted to teaching and research activities

will vary from faculty to faculty and the institution reserves the right to stipulate limits as and when necessary to achieve the right balance for each faculty.

### **(i) Research Funding:**

All research grant funding will be to the institute and not directly made to individuals. Every research grant funding must be associated with a proposal or a formalized agreement which outlines the terms of the research. Every proposal or agreement needs to identify the Principal Investigator (PI) and Co-Principal Investigator(s) (Co-PIs) who are responsible for the technical execution of the project and also include the administrative authority responsible for the administrative management of the proposal. The Administrative Head will be as notified in each campus, such as, the Dean of a School or Dean Research or Associate Dean Research as the case may be. It is the responsibility of the Administrative Research Head to ensure compliance of research and research expenditures with grant sanction orders, sponsored research agreements and MOUs.

Proposals must be submitted to the administrative authority for prior approval by the institution. Eventual submission of the proposal to the funding agency will be by the institution with a cover letter by the administrative head, not directly by the PI, and the package can include an additional cover letter from the PI. Agreements must be signed by the administrative Head and the PI along with the funding agency(ies).

a. Government of India (GOI) Grants: Grant proposals for funding submitted to government agencies must be as per requested format for each funding scheme as published on the GOI web site. If the agency short lists the proposal and calls for oral presentation but does not fund the costs of travel associated with the presentation then the institution will reimburse all reasonable costs associated with the presentation. The proposal presentation must identify the University, School and Department name of the PI and a copy of the presentation must be submitted to the appropriate office of the administrative head for research prior to presentation. The proposal must contain the signature of the PI and Co-PIs and the signature of the research administrative authority of the Institute. Technical Project Reports due to the appropriate Department of the GOI funding the proposal must be submitted to the Administrative Head at least two weeks prior to the report deadline. This will make it possible for the Administrative Head to submit the financial utilization certificate (UC) (see below) along with the technical report for continuation of the funding. Typically, GOI requires annual reports but report requirements must adhere to any government requirements as specified in the grant sanction order. UC and technical report must be submitted by the institution to the appropriate Department of the GOI through the offices of the administrative research head of each campus and not by the PI directly. While Intellectual Property (IP) of this funded research is generally held by the institution (see below), the IP rules of the GOI as stipulated in the sanction order is to be followed.

b. Funding by Non Government Organizations (NGOs): This will follow the same rules as for GOI grants but, in this case, there must be a Memorandum of Agreement (MOU) between the institution and the NGO outlining the terms of the research agreement. The institution and the PI will be signatories on the MOU

c. International Grants: Such grants can be through the Government of India, such as, Indo-UK, Indo-Australia, etc., wherein the India funding to the Indian institution is from the GOI in Indian Rupees only and no foreign funding is directly involved to the institution. Procedural rules are as for GOI grants.

A second category are grants that are directly received from a foreign institution or foreign government. Certain types of grants may not be permissible based on GOI rules and the PI needs to check with the administrative head before submitting such proposals. Proposals must be submitted only by the institution and will be associated with a MOU signed by the institutions and PIs involved. In some cases, there may be a general MOU signed only by the institutions involved and an associated research agreement signed by both the institutions and the PIs. PI is responsible to follow the terms of the research agreement. Submission of the proposal and submission of follow-up reports must be through the institution on behalf of the PI with institutional and PI (Co-PI) signatures.

All international grant funding must be informed to the Amrita Center for International Programs (ACIP) and MOUs must be signed by ACIP.

d. Industry Grants: Such grants must also have the prior approval of the institution and an associated MOU and/ or Sponsored Research Agreement (SRA) laying out the terms of the agreement, IP sharing and funding details. Submission of proposals will be by the institution on behalf of the PI (Co-PIs). Any such funding not directly transacted through the Centre for Industrial Research (CIR) with its offices in Ettimadai, Coimbatore, should be informed to the CIR for maintaining a complete database of industry support. Because of financial regulations associated with such grants, these grants must be transacted only through the institution.

e. Any other category of funding: This may involve individual donations, unrestricted grants, etc. Any alternate sources of funding must be through the institution with prior approval and may involve greater flexibility of expenditure. PI will create a requested budget for such funds in consultation with the institution and the institution will issue an approval letter stating the terms of the expenditure, expected objectives and outcomes.

## **(ii) Financial Utilization and Purchases for Research:**

All research funds are maintained by the Finance Department of the Institute under General Manager (GM) Finance. The role of GM finance is to make payments, receive research funds, maintain bank statements of research funds, to prepare the financial utilization Certificate (UC) periodically as per GOI rules and conduct external Government approved audit of the UC when required by the funding agency. Approval for expenditures comes from the administrative research head who bases the decision on the conformance to the sanction order guidelines and technical grant requirements and then forwards the approval to GM finance who will ensure that funds are available in the account before finance approval.

For GOI research grants GM finance may be required to maintain a separate bank account for certain grants as stipulated by the GOI. The Project Funds Management System (PFMS) with a designated bank account has been set up in each campus and funds are received through the PFMS system. The grant management office under the administrative research head will monitor the grant expenditures through the PFMS. The PFMS system is set up under the University's NITI-AYOG registration, as the university falls under the category of a NGO.

Purchases will be the direct responsibility of GM Purchase. The PI will submit a purchase request on the appropriate institutional form to the administrative head. After the approval of the administrative head this will then be sent for finance approval, following which the request will be routed to the purchase department. The PI has the responsibility to prepare a legally compliant purchase request. Primarily this includes: the required specifications of the commodity to be purchased, multiple quotations and the vendor recommendation of the PI with detailed justification. This will be reviewed and approved by the administrative head before forwarding to finance. Equipment purchases less than Rs. 1 lakh and repeat consumable orders will be shown flexibility. Sole source orders will require detailed justification.

Other expenditures, other than commodity purchases, include travel and salary/fellowship/stipend to research staff. Travel should be undertaken after submitting a travel authorization request with the required fund to the administrative head. Request for hiring of personnel under the grant must be submitted by the PI to the administrative research head along with any CVs of interested or qualified candidates. After approval, this will be forwarded to the Human Resources (HR) Office. HR will coordinate the selection process.

## **B: Research Infrastructure and Facilities**

The university is committed to maintaining necessary infrastructure and facilities for academic training and to support research activities to the extent that faculty can conduct research in critical areas and use that research output to secure extramural grant

support. Towards this end, the university maintains research centres of excellence and instrumentation centres that are available to all faculty through its various campuses. Advanced high end equipments are available in the various research centres. These include characterization and testing facilities, manufacturing/processing, microscopy and computational, clinical and pre-clinical facilities. The university provides the funds to maintain existing facilities

## **C: Consultation Activities**

Consultation is allowed for faculty and research scientists and post-doctoral scholars only. Consultation examples involve expert advice, testimony, testing services, help with product/process development for a company, etc. The purpose of consulting is seen as a service to the community and to the industry and as an outreach activity of the institution. In such cases, the researcher receives consultancy charges as remuneration, the limits on the remuneration and time spent on such activities will be as per the approval by Head of the Institution. Every consulting activity must be informed to the institution. Any use of the institutional facilities, resources, infrastructure and equipment must be appropriately considered as per institutional norms. Hence a proper consultative agreement must be formulated with the institution for each consulting activity to ensure that resources are properly utilized and the institution is in agreement with the nature of the services rendered.

## **D: Intellectual Property Rights (IPR)**

IPR is always held by the institution or shared with other institutions under collaborative agreements (see below). IPR will not be held by faculty, staff or students, but in case of any income generated from any filed and granted patents inventors will receive a percentage as per IP and confidentiality agreement between institution and each faculty, staff and student (Annexure 1). Institution strongly encourages patent filing by faculty/staff based on research output. Patent drafts must be submitted to the research administrative head and, if approved, all patent filing and maintenance costs will be borne by the institution. In GOI funded grants, the IP ownership will be as per GOI rules.

## **E: Research Incentivization**

The following research incentives are provided to faculty:

1. Seed grants for research from the institution to encourage faculty to generate seed data that could be used for extramural grant applications. For this faculty need to under a selection process by submitting a seed grant proposal as per format to the research administrative head
2. Full support of all reasonable costs to faculty who have been called by the GOI for proposal presentation based on a national review.
3. Partial or full travel support for national conferences where the faculty has an oral presentation will be approved on case by case basis.
4. Partial or full travel support for faculty who has oral presentations at an international conference abroad will be approved on case by case basis.
5. Laboratory equipment or consumable support for faculty conducting meritorious research.
6. Infrastructure for innovative research plans to faculty based on merit.

7. Technology business incubation awards for students or faculty with startup plans.
8. Student fellowships for meritorious students to conduct research in order to support both students and faculty
9. Publication page charges for accepted papers in approved journals

## **F: Collaborations**

Institution strongly encourages collaborations with other institutions to complement the resources of the institution and speed up research output and research translation to society. Collaborations may be with other national institutions or with other international (foreign) institutions. Every collaboration must be defined in an MOU and/or a research collaboration agreement. The MOU may be broad-based while the specific agreement will spell out the details of the collaboration, budget and IP sharing. International MOUs will be made with ACIP.

## **G: Training and self-development**

All faculty are entitled to attend research development/training workshops/seminars in India or abroad once in three years with partial or full support from the institution. The request has to be made with a proposal and justification. This will not be in addition to item 2 and 3 in the incentivization Section.

Faculty Retreat will be held once a year to facilitate the development of research culture and faculty research development. The retreat will include strategic research planning for the department or school.

## **H: Faculty Research Responsibilities**

- Faculty are expected to:
- Write research grant proposals for funding
- Guide both PhD and Master's students in their thesis research
- Publish research papers in internationally recognized journals and conference proceedings
- Present papers at reputed conferences
- Focus on innovations leading to patents
- Support in the technical translation of the patents to products or processes that help in the development of affordable products for the Indian setting
- Encourage students in entrepreneurial activities, such as, startups
- Partner with the institution in facilitating a holistic research methodology that involves self-development, deep critical thinking, creativity and contemplation
- Never compromise ethical values in research

## **I: Research Ethical Policy**

Institution emphasizes honesty and integrity in all research. Institution makes available professional plagiarism software to all campuses to ensure originality in technical writing. The rules on plagiarism, and consequences thereof, will be as per the UGC guidelines attached as Annexure 2. The institution also makes available digital database access to researchers to state-of-the-art work internationally so that the quality of research does not suffer and so that each project maintains originality in the research questions addressed and the research hypotheses made. Institution also provides complete support in terms of statistical analysis software so that data has statistical strength and the conclusions thereby have statistical validity.

It is mandatory for all research students to maintain a legally valid research notebook wherein all day-to-day research experiments are outlined in detail. All results from each day are stored in a digital network where each student maintains a non-erasable folder which will be periodically checked by the research guide and validated. Any destruction or erasure of data in the notebook or digital folder will be considered an offense inviting disciplinary response. Likewise, any researcher found to be guilty of data manipulation of any sort will invite strict consequences that may include dismissal.

## **J: PhD Research Policy**

The PhD research policy and procedures of the university are attached in Annexure 3.

## **K: Research Committee**

Each campus has a campus level research committee. This committee meets every year or as needed to review research requirements, assess progress in faculty research, oversee the needs of the PhD research activity at the campus and bring any issues to the attention of the Dean of Research. Any ethical issues in research are brought to the attention of this committee for review and redressal. The recommendations of the committee are provided to the Dean of Research who will represent these committees to the Academic Council of the University.

Annexure 1: Employee Confidentiality Agreement

Annexure 2: Student (stipend) Confidentiality Agreement

Annexure 3: Student (not paid) Confidentiality Agreement

Annexure 4: UGC Rules Regarding Plagiarism



*Annexure 1:*  
*Employee Confidentiality Agreement*



## EMPLOYEE CONFIDENTIALITY AND INVENTIONS ASSIGNMENT AGREEMENT

I, \_\_\_\_\_, residing at \_\_\_\_\_, India (hereinafter also referred to as “me”), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include my heirs, executors, administrators and permitted assigns, and Amrita Vishwa Vidyapeetham (the “University”), headquartered at Amritanagar (P.O.), Ettimadai, Coimbatore, Tamilnadu - 641 112, India, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest, administrators and assigns, are making and entering into this Employee Confidentiality and Inventions Assignment Agreement (the “Agreement”) as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”). As the context requires, each party to the Agreement may be jointly referred to as the “parties” and severally as a “party.”

### RECITALS

WHEREAS, I acknowledge that, in the course of my employment with the University, I have received and/or have accessed, and/or I may receive and/or have access to, certain Confidential Information (defined in Section 1.2 below), data, software, equipment, and/or other resources, provided by the University or its affiliates, (including grants or contract funds furnished through the University or its affiliates) (collectively, “University Resources”);

WHEREAS, during the course of my employment with the University, or while working on University funded (whether in whole or in part) projects, or while performing work using University Resources, I may have made, conceived, discovered, developed, reduced to practice, fixed in a tangible medium, or learned, or I may make, conceive, discover, develop, reduce to practice, fix in a tangible medium, or learn, whether alone or with others, University Inventions (defined in Section 2.3 below); and

WHEREAS, the University and I desire to confirm and agree that all University Inventions that I made, conceived, discovered, developed, reduced to practice, fixed in a tangible medium, or learned, and that I may make, conceive, discover, develop, reduce to practice, fix in a tangible medium, or learn, whether alone or with others, will be owned by, and are assigned by me to, the University as further described in this Agreement.

NOW, THEREFORE, in consideration of my employment, the compensation now and hereafter paid to me, and my prior and/or continued access to, and use of, University Resources, I and the University hereby agree as follows:

## AGREEMENT

### 1. CONFIDENTIALITY.

#### 1.1 Nondisclosure; Recognition of the University's Rights.

At all times during my employment and thereafter, I will hold in confidence and will not disclose, use, lecture upon, or publish any of the University's Confidential Information (defined below), except as such use is required in connection with my work for the University, or unless the Vice Chancellor of the University or his/her designate (the "**Authorized University Signatory**") expressly authorizes in writing such disclosure or publication. I will obtain the Authorized University Signatory's written approval before publishing or submitting for publication any material (written, oral, or otherwise) that relates to my work at the University and/or incorporates any Confidential Information. I hereby irrevocably assign to the University any rights I have or acquire in any and all Confidential Information to the same extent as set forth in Section 2.3 for the University Inventions and recognize that all Confidential Information shall be the sole and exclusive property of the University.

**1.2 Confidential Information.** The term "**Confidential Information**" shall mean any and all confidential knowledge, data or information related to the University's business or its actual or demonstrably anticipated research or development, including without limitation (a) trade secrets, inventions, ideas, processes, computer source and object code, data, formulae, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (c) information regarding the skills and compensation of the University's employees, contractors, and any other service providers of the University; and (d) the existence of any business discussions, negotiations, or agreements between the University and any third party.

**1.3 Third Party Information.** I understand, in addition, that the University has received and in the future will receive from third parties confidential or proprietary information ("**Third Party Information**") subject to a duty on the University's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in strict confidence and will not disclose to anyone (other than the University personnel who need to know such information in connection with their work for the University) or use, except in connection with my work for the University, Third Party Information, unless expressly authorized by a Competent Authority of the University in writing.

**1.4 No Improper Use of Information of Prior Employers and Others.** I represent that my employment by the University does not and will not breach any agreement with any former employer, including any agreement to keep in confidence information acquired by me in confidence or trust prior to my employment by the University. I further represent that I have not entered into, and will not enter into, any agreement, either written or oral, in conflict herewith. During my employment by the University, I will not improperly use or disclose any confidential information or trade secrets of any former employer or other third party to whom I have an obligation of confidentiality, and I will not bring onto the premises of the University or use any unpublished documents or any property belonging to any former employer or other third party to whom I have an obligation of confidentiality, unless consented to in writing by that former employer or person. I will use in the performance of my duties only information that is generally known and used by persons with training and experience comparable to my own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by the University.

## 2. INVENTIONS

### 2.1 Inventions and Intellectual Property Rights.

As used in this Agreement, the term **“Invention”** means all algorithms, application programming interfaces (APIs), apparatus, assay components, circuit designs and assemblies, concepts, Confidential Information, data (including clinical data), compounds, databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, gate arrays, ideas and inventions (whether or not patentable or reduced to practice), IP cores, know-how, materials, methods, models, net lists, network configurations and architectures, photomasks, procedures, processes, protocols, schematics, semiconductor devices, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, test vectors, tools, uniform resource identifiers including uniform resource locators (URLs), user interfaces, web sites, works of authorship, and other forms of technology and all Intellectual Property Rights therein. The term **“Intellectual Property Rights”** means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights, domain name rights, and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Inventions of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

**2.2 Prior Inventions.** I agree that I will not incorporate, or permit to be incorporated, Prior Inventions (defined below) in any University Inventions (defined below) without the University’s prior written consent. In addition, I agree that I will not incorporate into any University software or otherwise deliver to the

University any software code licensed under the GNU GPL or LGPL or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by the University. I have disclosed on **Exhibit A** a complete list of all Inventions that I have, or I have caused to be, alone or jointly with others, conceived, developed, or reduced to practice prior to the commencement of my employment by the University, in which I have an ownership interest or which I have a license to use, and that I wish to have excluded from the scope of this Agreement (collectively referred to as **“Prior Inventions”**). If no Prior Inventions are listed in **Exhibit A**, I represent and warrant that there are no Prior Inventions. If, in the course of my employment with the University, I have incorporated or incorporate a Prior Invention into a University process, machine or other work, I hereby grant the University a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Prior Invention.

**2.3 University Inventions.** Except for Prior Inventions that I have set forth in **Exhibit A**, I hereby acknowledge that all right, title, and interest in and to all Inventions conceived, discovered, developed, made, or reduced to practice by me, whether alone or jointly with others, during the course of my work while being employed with the University, or working on University funded (whether in whole or in part) projects, or performing work using University Resources (collectively **“University Inventions”**), vest with the University as the first owner as of the date the University Invention was conceived, discovered, developed, made, reduced to practice, fixed in a tangible medium, or learned by me, whichever is earlier as permitted by applicable

law. If any right, title or interest in and to any University Invention first vests in me under the provisions of the Indian Copyright Act of 1957, as amended, or any other applicable law, I hereby unconditionally and irrevocably assign to the University all worldwide rights, title, and interest in and to such University Invention, such assignment being effective as of the date the applicable University Invention is first conceived, discovered, developed, made, reduced to practice, fixed in a tangible medium, or learned, by me, whichever is earlier as permitted by applicable law, for all territories, mediums (now existing or in the future), versions and elements, and languages, for the whole term during which such rights, title, and interest can legally subsist, and without payment of any further consideration, fee, or royalty to me, unless otherwise agreed in a signed writing by the Authorized University Signatory. I acknowledge and agree that notwithstanding the provisions of Section 19 (4) of the Indian Copyright Act of 1957 or any other applicable law, the assignment shall not lapse nor will the rights transferred herein revert to me (or my legal heirs, successors and permitted assigns), even if the University (or any of its successors, assigns, or affiliates) do not exercise the rights assigned hereunder. I further acknowledge and agree that I do not retain any rights to revise, extend, limit, or terminate the assignment made herein to the University, and that such assignment shall never lapse nor revert to me (or my legal heirs, successors and permitted assigns) for any reason whatsoever, including the non-exercise by the University (or any of its successors, assigns, or affiliates) of any of the rights, title, and interest assigned herein in the University Inventions.

**2.4 Waiver and License of Rights.** If any rights, title, or interest, including paternity, integrity, special, moral or similar rights, arising under any applicable law, in the University Inventions, except for Intellectual Property Rights in Prior Inventions, cannot (as a matter of law) be assigned by me to the University as provided in Section 2.3, then (a) I unconditionally, completely,

and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against the University with respect to such rights, and (b) to the extent I cannot (as a matter of law) make such waiver, I unconditionally grant to the University an exclusive, perpetual, irrevocable, worldwide, fully-paid license, with the right to sublicense through multiple levels of sublicensees, under any and all such rights (i) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the University Inventions in any medium or format, whether now known or hereafter discovered, (ii) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the University Inventions, and (iii) to exercise any and all other present or future rights in the University Inventions. I further acknowledge and agree that through the complete and permanent waiver contained herein neither do my legal heirs, successors or permitted assigns, retain any rights in the University Inventions, including any paternity, integrity, moral, special or similar rights.

#### **2.5 Obligation to Keep the University Informed.**

During the period of my employment and for one (1) year thereafter, I will promptly and fully disclose to the University in writing (a) all University Inventions conceived, discovered, developed, made, or reduced to practice by me, either alone or with others, and (b) all patent applications filed by me or in which I am named as an inventor or co-inventor.

#### **2.6 Enforcement of Intellectual Property Rights and Assistance.**

During the period of my employment and thereafter, I will assist the University in every proper way to (a) record the assignment described in Section 2.3, or waiver described in Section 2.4, of University Inventions in all countries; and (b) obtain and enforce Indian and foreign Intellectual Property Rights relating to the University Inventions in all countries. In the event the University is unable to secure

my signature on any document needed in connection with such purposes, I hereby irrevocably designate and appoint the University and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act on my behalf to execute and file any such documents and to do all other lawfully permitted acts to further such purposes with the same legal force and effect as if executed by me.

**2.7 Indemnity.** I hereby undertake to indemnify the University for any losses, damages or other liabilities that may be suffered by it due to any action that may be taken to revoke the assignment or the license of any University Invention under this Agreement.

**3. RECORDS.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by the University) of all University Inventions conceived, discovered, developed, made, or reduced to practice by me, which records shall be available to, and remain the sole property of, the University at all times.

**4. ADDITIONAL ACTIVITIES.** I agree that (a) during the term of my employment by the University, I will not, without the University's express written consent, engage in any employment or business activity that is competitive with, or would otherwise conflict with my employment by, the University, and (b) for the period of my employment by the University and for one (1) year thereafter, I will not, either directly or indirectly, solicit or attempt to solicit any employee, independent contractor, consultant, or staff, of the University to terminate his, her or its relationship with the University in order to become an employee, consultant, independent contractor, or staff to or for any other person or entity.

**5. RETURN OF THE UNIVERSITY PROPERTY.** Upon termination of my employment or upon the University's request at any other time, I will deliver to the University

all of the University Resources, University Inventions, and any other materials containing or disclosing any University Inventions, Third Party Information or Confidential Information of the University, and certify in writing that I have fully complied with the foregoing obligation. I agree that I will not copy, delete, or alter any information contained upon my University computer before I return it to the University. I further agree that any property situated on the University's premises and owned by the University is subject to inspection by the University personnel at any time with or without notice. Prior to leaving, I will cooperate with the University in attending an exit interview and completing and signing the University's termination statement.

**6. NOTIFICATION OF NEW EMPLOYER.** In the event that I leave the employment of the University, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement, by the University's providing a copy of this Agreement or otherwise.

## **7. GENERAL PROVISIONS.**

**7.1 Governing Law.** This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of India.

**7.2 Dispute Resolution.** I hereby agree to discharge my obligations in utmost good faith. I, therefore, agree that I will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion with the University. If within ten (10) days after the commencement of discussions with the University a dispute is not resolved, I agree that the dispute shall be settled by binding arbitration. Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 ("Indian Arbitration Act"). There shall be one arbitrator nominated jointly by the parties. All

arbitration proceedings shall be held in Kollam, Kerala, India. The language of the arbitration shall be English. The award of the arbitrator(s) shall be final and binding upon the parties without appeal or review except as permitted under the Indian Arbitration Act. Judgment on the award may be entered in any court having jurisdiction. Subject to Section 7.7, any action brought by either party in contravention of Section 7.2 is subject to dismissal at any time and at any stage of the proceedings upon the request of the other party, and no action taken by the other party in defending, counter claiming or appealing shall be construed as a waiver of this right to immediate dismissal. A party bringing an action in contravention of this paragraph shall be liable to the other party for the costs, expenses and reasonable attorney's fees incurred in successfully dismissing the action for contravention of the requirements of Section 7.2.

**7.3 Severability.** If any provision of this Agreement is, for any reason, held to be invalid, illegal, or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**7.4 Survival.** This Agreement shall survive the termination of my employment and the assignment of this Agreement by the University to any successor-in-interest or other assignee and be binding upon my heirs, successors and permitted assigns and legal representatives.

**7.5 Employment.** I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the University, nor shall it interfere in any way with my right or the University's right to terminate my employment.

**7.6 Notices.** Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the signature page, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

**7.7 Injunctive Relief.** I acknowledge that, because my services are personal and unique and because I will have access to the Confidential Information of the University, any breach of this Agreement by me would cause irreparable injury to the University for which monetary damages would not be an adequate remedy. Accordingly, notwithstanding anything in Section 7.2 to the contrary, in the event of any breach or apparent breach by me of the provisions of this Agreement, the University shall be entitled, in addition to all other remedies, to an injunction, whether interlocutory or preliminary, restraining any such breach, without recourse to a discussion period or arbitration. Except as otherwise specified in this Agreement, the rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

**7.8 Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**7.9 Compliance with Laws.** I represent and warrant that I shall comply with all applicable laws and regulations. I agree not to export, directly or indirectly, any technical data acquired from the University or any products utilizing such data, to countries outside India because such export could be in violation of Indian export laws or regulations.

**7.10 Entire Agreement.** I acknowledge and agree that the obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed as an employee or independent contractor, or am in the future employed as an independent contractor, by the University if no other agreement governed or governs nondisclosure and assignment of inventions during such period and that the compensation I have received so far

and am currently receiving is sufficient consideration for this Agreement. This Agreement (including its Exhibits), together with the University's employment offer letter you have accepted (the "Employment Agreement"), constitutes the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior communications between us with respect to such matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by me and the Authorized University Signatory. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. In the event of any conflict or inconsistency between this Agreement and the Employment Agreement, this Agreement will control with respect to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, this Agreement shall be effective as of the first day of my employment with the University.

EMPLOYEE:

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS IT WITH INDEPENDENT LEGAL COUNSEL.

UNIVERSITY:

ACCEPTED AND AGREED:

\_\_\_\_\_  
(Signature)  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

WITNESS #1:

\_\_\_\_\_  
(Signature)  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_

WITNESS #1:

\_\_\_\_\_  
(Signature)  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_

WITNESS #2:

\_\_\_\_\_  
(Signature)  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_

WITNESS #2:

\_\_\_\_\_  
(Signature)  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_

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EXHIBIT A  
PRIOR INVENTIONS

The following is a complete list of all Prior Inventions:

None

See immediately below:

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*Annexure 2:*  
*Student Confidentiality Agreement*



## STUDENT AGREEMENT

This Student Agreement (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between Amrita Vishwa Vidyapeetham, headquartered at Amritanagar (P.O.), Ettimadai, Coimbatore, Tamilnadu - 641 112, India (the "University," "We," or "Us") and the student signing below ("You").

## RECITALS

WHEREAS You wish to participate in the University's \_\_\_\_\_ (the "Project"); and

WHEREAS you acknowledge that, in the course of participating in the Project, you will receive and/or have access to certain Confidential Information (defined below), data, software, equipment, and/or other resources, provided by the University or its affiliates, (including grants or contract funds furnished through the University or its affiliates) (collectively, "University Resources") that you may not otherwise be permitted to access; and

WHEREAS the University is willing to accept your participation in the Project, subject to Your agreement to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration (including the access provided to You to the Confidential Information and other University Resources related to the Project), You and University hereby agree as follows:

## AGREEMENT

1. Nature of Relationship. As a student, You acknowledge and agree that, (a) except as otherwise set forth in this Agreement, You will not be compensated for any time spent providing Your services, nor are You entitled to benefits, including employment insurance benefits during the term of this agreement or upon any termination hereof, with or without cause, or as a result of Your provision of any services, materials, or any rights, title or interest pursuant to this Agreement; (b) the manner and means of providing Your services are entirely at Your discretion and control; (c) the University may, but is not obligated to, use any of Your services or materials; (d) You may, at any time, with or without cause, discontinue providing Your services with or without notice, although the University will appreciate notice being provided to the Project supervisor; (e) the University may, at any time, with or without cause, refuse to accept Your services with or without notice.

Nothing in this Agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between University and You. You are not the agent of the University and are not authorized, and You shall not represent to any third party that You are authorized, to make any commitment or otherwise act on behalf of the University.

2. Confidentiality. At all times during and after the term of this Agreement, You agree to hold in confidence and will not disclose, use, lecture upon, or publish any of the Confidential Information (defined below), except as may be required in connection with the Project, or as authorized in writing by the Registrar of the University or his/her designate. You hereby irrevocably and unconditionally assign to the University any rights you may have or acquire in any and all Confidential Information and recognize that all Confidential Information shall be the sole and exclusive property

of the University and its licensors, and their respective assigns. "Confidential Information" means any and all information that is not generally publicly available and is related to the University's or its affiliates' activities or resources, or any of their actual or demonstrably anticipated research or development, including trade secrets, technical information (such as, but not limited to, data (including chemical, engineering, scientific, geographic, demographic, business, or marketing data), databases and data collections, designs, developments, diagrams, discoveries, formulae, ideas and inventions (whether or not patentable or reduced to practice), improvements, know-how, methods, procedures, processes, protocols, schematics, software code, specifications, techniques, uniform resource identifiers including uniform resource locators (URLs), user interfaces, web sites, and other forms of technology), works of authorship, student information, personnel information, financial information, and proprietary information of third parties provided to the University or its affiliates in confidence, in each case, whether or not the information is labeled or identified as "confidential" or "proprietary," to which You have already had access, or may in the future receive access.

3. Assignment. You hereby irrevocably and unconditionally assign to the University, any and all intellectual property You conceive, develop, or reduce to practice, whether alone or jointly with others, in connection with the Project or with the use of, or with reference to, the University Resources (collectively, "University Property"), such assignment being effective as of the date the applicable University Property is discovered, conceived, developed, made or reduced to practice, including all worldwide rights, title, and interest in and to the University Property, wherever such University Property may be discovered, conceived, developed, made or reduced to practice, in whatever medium, now existing or in the future, for all versions and elements, in whatever language, for the whole term during which such rights, title, and interest can legally subsist, and without payment of

any consideration, fee, or royalty to Yourself or Your successors-in-interest or legal heirs, other than as set forth in this Section (except to extent otherwise agreed in a signed writing by the Vice Chancellor of the University). You further acknowledge and agree that You do not retain any rights to revise, extend, limit, or terminate the assignment made herein to the University, and that such assignment shall never lapse nor revert to either Yourself or Your successors-in-interest or legal heirs for any reason whatsoever, including the non-exercise by the University, its affiliates, or the University's or its affiliates' successors-in-interest or assignees, of any of the rights, title, and interest assigned herein in the University Property or of the intellectual property rights. In consideration for the assignment of the University Property, and all intellectual property rights thereto, the University hereby pays to You, and You hereby acknowledge receipt of, one Indian Rupee (INR 1.00) on the Effective Date. If any intellectual property rights in the University Property, cannot (as a matter of law) be assigned by You to the University as provided herein, then You hereby unconditionally grant to the University an exclusive, perpetual, irrevocable, worldwide, fully-paid license, with the right to sublicense through multiple levels of sublicensees, under any and all such rights (a) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the University Property in any medium or format, whether now known or hereafter discovered, (b) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the University Property, and (c) to exercise any and all other present or future rights in the University Property.

4. Waiver of Special / Moral Rights. You hereby concurrently and permanently waive all paternity, integrity, special, moral or similar rights, if any, that vest or may vest in You as of the date each item of University Property is discovered, conceived,

developed, made or reduced to practice. You further acknowledge and agree that through the complete and permanent waiver contained herein neither do Your successors-in-interest or legal heirs retain any paternity, integrity, moral, special or similar rights in the University Property.

5. Disclosure. Upon the completion of the Project and at the University's request at any time (during or after the discontinuance of Your services or termination of this Agreement), You agree to disclose and deliver to the University all University Property discovered, conceived, developed, made or reduced to practice by You, and all University Resources, in Your possession or control. You represent and warrant that all of the University Property furnished by You is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, and does not infringe or misappropriate any intellectual property or other proprietary right of any third party.

6. Release. Except with respect to the obligations created by or arising out of this Agreement, You, on behalf of Yourself and Your successors-in-interest and legal heirs, hereby irrevocably and forever release and absolutely discharge the University and its affiliates, as well as each of their respective current and former regents, directors, officers, employees, agents, members, insurers, attorneys and representatives of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions and causes of action of every kind and nature whatever, whether known or unknown, arising out of or related to (a) any exercise of intellectual property rights in the University Property, (b) failure to pay wages, benefits, vacation pay, severance pay, attorneys' fees, or other compensation of any sort, (c) termination of this Agreement in accordance with the terms of this Agreement, or (d) violation of public policy. With respect to such release, You hereby waive on behalf of Yourself and Your successors-in-interest and legal heirs, and

You agree to execute any express waiver if so required under applicable law, of all such rights relating to the releases in this Section notwithstanding that You may not, as of the Effective Date, know or suspect to exist in Your favour claims, which if known by You, You may not otherwise waive. Notwithstanding the foregoing, the releases contained in this Section of known and unknown claims shall not apply to any claims that, as a matter of law, cannot be waived by private agreement. You acknowledge that You have consulted with legal counsel regarding the import of this Section.

7. Further Assurances. You hereby agree, at the request of the University, its successor-in-interest, or assignee, to provide any assistance and to execute, verify and deliver such documents and perform such other acts as may be reasonably necessary, as determined in the University's sole discretion, to (a) obtain, perfect, evidence, sustain and enforce the intellectual property rights associated with the University Property and the assignment thereof to the University pursuant to Section 3 and (b) record and give effect to the waiver of rights referred to in Sections 4 and 6. Your obligation to assist the University as contained herein shall continue beyond the expiration or termination of this Agreement. If the University is unable for any reason, after reasonable effort, to secure Your signature on any document needed in connection with the actions specified herein, You hereby irrevocably designate and appoint the University, including its successors-in-interest and assignees, and its/ their duly authorized officers and agents as Your agent and attorney in fact, which appointment is coupled with an interest, to act for and in Your behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section with the same legal force and effect as if executed by You. The University will reimburse any reasonable out-of-pocket expenses incurred by You attributable to the assistance provided by You specifically related to the University's request under this Section.

8. Disclaimer. THE UNIVERSITY AND ITS AFFILIATES DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY PURPOSE, ACCURACY, COMPLETENESS, AND COURSE OF TRADE, REGARDING ANY UNIVERSITY RESOURCE AND ALL SUCH UNIVERSITY RESOURCES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

9. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE UNIVERSITY AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATED TO THIS AGREEMENT, OR THE USE OR NON-USE OF ANY UNIVERSITY RESOURCE, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER THEORY, EVEN IF THE UNIVERSITY AND ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE UNIVERSITY AND ITS AFFILIATES DO NOT WARRANT THAT THE USE OF ANY UNIVERSITY RESOURCE WILL BE ERRORFREE, UNINTERRUPTED, VIRUS-FREE, SECURE, OR SAFE. THE UNIVERSITY'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT AND THE USE OR NON-USE OF ANY UNIVERSITY RESOURCE, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER THEORY, EVEN IF THE UNIVERSITY AND ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SHALL BE LIMITED TO ONE HUNDRED RUPEES (INR 100.00).

10. Governing Law. This Agreement will be governed and construed in accordance with the laws of India without regard to any conflicts of law principles that would require the application of the law of a different jurisdiction. The United Nations Convention

on Contracts for the International Sale of Goods does not apply to this Agreement. Any action under or relating to this Agreement shall be brought solely before an Indian court with competent jurisdiction and You hereby submit to the personal jurisdiction of such courts. Notwithstanding the foregoing, the University may seek relief in any court with competent jurisdiction to protect and enforce its intellectual property and proprietary rights.

11. Survival. Notwithstanding the discontinuance of Your services or termination of this Agreement for any reason, all of the Sections of this Agreement shall survive and continue to be effective after such termination.

12. Severability; Waiver. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

13. Successors and Assigns. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

14. Construction. Section headings are included in this Agreement merely for convenience of reference; they are not to be considered part of this Agreement or used in the interpretation of this Agreement. No rule of strict construction of drafting will be applied in the interpretation or construction of this Agreement. The term "including" means "including without limitation."

15. Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes any other prior or contemporaneous understanding, agreement

or communication, whether oral or written. No modification of or amendment to this Agreement, will be effective unless in writing and signed by the parties hereto. Except for rights waived or deemed to be waived under Sections 4 and 6 of this Agreement, no waiver of any rights under this Agreement will be effective unless in writing and signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, and

all of which shall be considered one and the same agreement.

16. Acknowledgment. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT CAREFULLY, UNDERSTAND ITS TERMS, AND HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS IT WITH INDEPENDENT LEGAL COUNSEL.

The undersigned have executed this Agreement as of the Effective Date.

YOU:

AMRITA VISHWA VIDYAPEETHAM:

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

WITNESS #1:  
Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS #1: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS #2:  
Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS #2:  
Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



*Annexure 3:*  
*Others Confidentiality Agreement*



### STUDENT VOLUNTEER AGREEMENT

This Student Volunteer Agreement (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between Amrita Vishwa Vidyapeetham, headquartered at Amritanagar (P.O.), Ettimadai, Coimbatore, Tamilnadu - 641 112, India (the "University," "We," or "Us") and the student signing below ("You").

### RECITALS

WHEREAS You wish to participate in, and volunteer for, the University's \_\_\_\_\_ (the "Project"); and

WHEREAS you acknowledge that, in the course of participating in, and volunteering for, the Project, you will receive and/or have access to certain Confidential Information (defined below), data, software, equipment, and/or other resources, provided by the University or its affiliates, (including grants or contract funds furnished through the University or its affiliates) (collectively, "University Resources") that you may not otherwise be permitted to access; and

WHEREAS the University is willing to accept your participation in, and volunteering for, the Project, subject to Your agreement to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration (including the access provided to You to the Confidential Information and other University Resources related to the Project), You and University hereby agree as follows:

### AGREEMENT

- Nature of Relationship. As a student volunteer, You acknowledge and agree that, (a) except as otherwise set forth in this Agreement, You will not be compensated for any time spent volunteering or providing Your services, nor are You entitled to benefits, including employment insurance benefits during the term of this agreement or upon any termination hereof, with or without cause, or as a result of Your volunteering or Your provision of any services, materials, or any rights, title or interest pursuant to this Agreement; (b) the manner and means of providing Your volunteered services are entirely at Your discretion and control; (c) the University may, but is not obligated to, use any of Your services or materials; (d) You may, at any time, with or without cause, discontinue volunteering or providing Your services with or without notice, although the University will appreciate notice being provided to the Project supervisor; (e) the University may, at any time, with or without cause, refuse to accept Your volunteering or Your services with or without notice. Nothing in this Agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between University and You. You are not the agent of the University and are not authorized, and You shall not represent to any third party that You are authorized, to make any commitment or otherwise act on behalf of the University.
- Confidentiality. At all times during and after the term of this Agreement, You agree to hold in confidence and will not disclose, use, lecture upon, or publish any of the Confidential Information (defined below), except as may be required in connection with the Project,

or as authorized in writing by the Registrar of the University or his/her designate. You hereby irrevocably and unconditionally assign to the University any rights you may have or acquire in any and all Confidential Information and recognize that all Confidential Information shall be the sole and exclusive property of the University and its licensors, and their respective assigns. "Confidential Information" means any and all information that is not generally publicly available and is related to the University's or its affiliates' activities or resources, or any of their actual or demonstrably anticipated research or development, including trade secrets, technical information (such as, but not limited to, data (including chemical, engineering, scientific, geographic, demographic, business, or marketing data), databases and data collections, designs, developments, diagrams, discoveries, formulae, ideas and inventions (whether or not patentable or reduced to practice), improvements, know-how, methods, procedures, processes, protocols, schematics, software code, specifications, techniques, uniform resource identifiers including uniform resource locators (URLs), user interfaces, web sites, and other forms of technology), works of authorship, student information, personnel information, financial information, and proprietary information of third parties provided to the University or its affiliates in confidence, in each case, whether or not the information is labeled or identified as "confidential" or "proprietary," to which You have already had access, or may in the future receive access.

3. Assignment. You hereby irrevocably and unconditionally assign to the University, any and all intellectual property You conceive, develop, or reduce to practice, whether alone or jointly with others, in connection with the Project or with the use of, or with reference to, the University Resources (collectively, "University Property"), such assignment being effective as of the date the applicable University Property is discovered, conceived, developed, made or reduced to practice, including all worldwide rights, title, and interest in and to the University Property,

wherever such University Property may be discovered, conceived, developed, made or reduced to practice, in whatever medium, now existing or in the future, for all versions and elements, in whatever language, for the whole term during which such rights, title, and interest can legally subsist, and without payment of any consideration, fee, or royalty to Yourself or Your successors-in-interest or legal heirs, other than as set forth in this Section (except to extent otherwise agreed in a signed writing by the Vice Chancellor of the University). You further acknowledge and agree that You do not retain any rights to revise, extend, limit, or terminate the assignment made herein to the University, and that such assignment shall never lapse nor revert to either Yourself or Your successors-in-interest or legal heirs for any reason whatsoever, including the non-exercise by the University, its affiliates, or the University's or its affiliates' successors-in-interest or assignees, of any of the rights, title, and interest assigned herein in the University Property or of the intellectual property rights. In consideration for the assignment of the University Property, and all intellectual property rights thereto, the University hereby pays to You, and You hereby acknowledge receipt of, one Indian Rupee (INR 1.00) on the Effective Date. If any intellectual property rights in the University Property, cannot (as a matter of law) be assigned by You to the University as provided herein, then You hereby unconditionally grant to the University an exclusive, perpetual, irrevocable, worldwide, fully-paid license, with the right to sublicense through multiple levels of sublicensees, under any and all such rights (a) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the University Property in any medium or format, whether now known or hereafter discovered, (b) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the University Property, and (c) to exercise any and all other present or future rights in the University Property.

4. Waiver of Special / Moral Rights. You hereby concurrently and permanently waive all paternity, integrity, special, moral or similar rights, if any, that vest or may vest in You as of the date each item of University Property is discovered, conceived, developed, made or reduced to practice. You further acknowledge and agree that through the complete and permanent waiver contained herein neither do Your successors-in-interest or legal heirs retain any paternity, integrity, moral, special or similar rights in the University Property.

5. Disclosure. Upon the completion of the Project and at the University's request at any time (during or after the discontinuance of Your services or termination of this Agreement), You agree to disclose and deliver to the University all University Property discovered, conceived, developed, made or reduced to practice by You, and all University Resources, in Your possession or control. You represent and warrant that all of the University Property furnished by You is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, and does not infringe or misappropriate any intellectual property or other proprietary right of any third party.

6. Release. Except with respect to the obligations created by or arising out of this Agreement, You, on behalf of Yourself and Your successors-in-interest and legal heirs, hereby irrevocably and forever release and absolutely discharge the University and its affiliates, as well as each of their respective current and former regents, directors, officers, employees, agents, members, insurers, attorneys and representatives of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions and causes of action of every kind and nature whatever, whether known or unknown, arising out of or related to (a) any exercise of intellectual property rights in the University Property, (b) failure to pay wages, benefits, vacation pay, severance pay, attorneys' fees,

or other compensation of any sort, (c) termination of this Agreement in accordance with the terms of this Agreement, or (d) violation of public policy. With respect to such release, You hereby waive on behalf of Yourself and Your successors-in-interest and legal heirs, and You agree to execute any express waiver if so required under applicable law, of all such rights relating to the releases in this Section notwithstanding that You may not, as of the Effective Date, know or suspect to exist in Your favour claims, which if known by You, You may not otherwise waive. Notwithstanding the foregoing, the releases contained in this Section of known and unknown claims shall not apply to any claims that, as a matter of law, cannot be waived by private agreement. You acknowledge that You have consulted with legal counsel regarding the import of this Section.

7. Further Assurances. You hereby agree, at the request of the University, its successor-in-interest, or assignee, to provide any assistance and to execute, verify and deliver such documents and perform such other acts as may be reasonably necessary, as determined in the University's sole discretion, to (a) obtain, perfect, evidence, sustain and enforce the intellectual property rights associated with the University Property and the assignment thereof to the University pursuant to Section 3 and (b) record and give effect to the waiver of rights referred to in Sections 4 and 6. Your obligation to assist the University as contained herein shall continue beyond the expiration or termination of this Agreement and Your volunteering activities. If the University is unable for any reason, after reasonable effort, to secure Your signature on any document needed in connection with the actions specified herein, You hereby irrevocably designate and appoint the University, including its successors-in-interest and assignees, and its/ their duly authorized officers and agents as Your agent and attorney in fact, which appointment is coupled with an interest, to act for and in Your behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section with the

same legal force and effect as if executed by You. The University will reimburse any reasonable out-of-pocket expenses incurred by You attributable to the assistance provided by You specifically related to the University's request under this Section.

8. Disclaimer. THE UNIVERSITY AND ITS AFFILIATES DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY PURPOSE, ACCURACY, COMPLETENESS, AND COURSE OF TRADE, REGARDING ANY UNIVERSITY RESOURCE AND ALL SUCH UNIVERSITY RESOURCES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

9. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE UNIVERSITY AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATED TO THIS AGREEMENT, OR THE USE OR NON-USE OF ANY UNIVERSITY RESOURCE, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER THEORY, EVEN IF THE UNIVERSITY AND ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE UNIVERSITY AND ITS AFFILIATES DO NOT WARRANT THAT THE USE OF ANY UNIVERSITY RESOURCE WILL BE ERRORFREE, UNINTERRUPTED, VIRUS-FREE, SECURE, OR SAFE. THE UNIVERSITY'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT AND THE USE OR NON-USE OF ANY UNIVERSITY RESOURCE, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER THEORY, EVEN IF THE UNIVERSITY AND ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SHALL BE LIMITED TO ONE HUNDRED RUPEES (INR 100.00).

10. Governing Law. This Agreement will be governed and construed in accordance with the laws of India without regard to any conflicts of law principles that would require the application of the law of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action under or relating to this Agreement shall be brought solely before an Indian court with competent jurisdiction and You hereby submit to the personal jurisdiction of such courts. Notwithstanding the foregoing, the University may seek relief in any court with competent jurisdiction to protect and enforce its intellectual property and proprietary rights.

11. Survival. Notwithstanding the discontinuance of Your volunteered services or termination of this Agreement for any reason, all of the Sections of this Agreement shall survive and continue to be effective after such termination.

12. Severability; Waiver. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

13. Successors and Assigns. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

14. Construction. Section headings are included in this Agreement merely for convenience of reference; they are not to be considered part of this Agreement or used in the interpretation of this Agreement. No rule of strict construction of drafting will be applied in the interpretation or construction of this Agreement. The term "including" means "including without limitation."

15. Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes any other prior or contemporaneous understanding, agreement or communication, whether oral or written. No modification of or amendment to this Agreement, will be effective unless in writing and signed by the parties hereto. Except for rights waived or deemed to be waived under Sections 4 and 6 of this Agreement, no waiver of any rights under this Agreement will be effective

unless in writing and signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, and all of which shall be considered one and the same agreement.

16. Acknowledgment. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT CAREFULLY, UNDERSTAND ITS TERMS, AND HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS IT WITH INDEPENDENT LEGAL COUNSEL.

The undersigned have executed this Agreement as of the Effective Date.

YOU:

AMRITA VISHWA VIDYAPEETHAM:

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

WITNESS #1:

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS #1: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS #2:

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS #2: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Annexure 4:*  
*Rules Regarding Plagiarism*



## Amrita Vishwa Vidyapeetham: Rules Regarding Plagiarism

The University has a policy on plagiarism to increase awareness of plagiarism and its negative consequences, develop preventative measures, develop steps to detect and monitor plagiarism and formulate policies for consequences to be applied to those who may commit plagiarism.

### Plagiarism Defined

The definition of plagiarism has been defined in Section 2 (k) of UGC Act 1956, the regulation as, "...an act of academic dishonesty and a breach of ethics. It involves using someone else's work as one's own. It also includes data plagiarism and self-plagiarism."

### Scope of the Guidelines

These guidelines are applicable only to research papers, theses, project reports, assignments, dissertations and any other such work submitted for assessment/opinion leading to the award of degree or publication in print or electronic media by students or faculty or staff of the University.

### Prevention of Plagiarism

The University has established a mechanism in order to spread awareness so as to promote responsible conduct, deterrence of plagiarism and academic integrity. This includes: a) seminar on plagiarism to all students which highlights potential violations and stresses on the ethics of plagiarism; b) Inclusion of ethics and plagiarism in the course work for all students, including PG and PhD students. c) establishment of a university wide software accessible to all faculty, HODs and management to check for plagiarism in documents to avoid even inadvertent duplications and to check for plagiarism in submitted documents prior to publication.

### Methods for Curbing Plagiarism

Faculty staff and students are required to submit an undertaking with each document intended to be submitted for publication stating the document has been checked for

### Exemptions

Certain content will be exempted from the charge of plagiarism even though they are reproductions of other works. The said exemptions are as follow:

1. Quoted work which is either in the public domain or has been attributed adequately or permission has been granted for its use.
2. All references, table of content, preface, acknowledgement, and bibliography are exempted.
3. Similar content which is minor.
4. Standard equations and symbols, laws and generic terms.



## Tolerance of Plagiarism

Tolerance of plagiarism has been divided into two parts under Sections 8 and 9, they are:

1. **Zero-tolerance areas:** This means that plagiarism of any degree will not be tolerated. Zero tolerance is restricted to core areas. Core areas are the hypothesis, the recommendations, the abstract, the summary, the conclusion, the results and the observations.
2. **Tolerance areas:** Plagiarism in all areas but the core areas is tolerable to a certain extent. The various levels of plagiarism have been quantified and given below;
  - Up to 10%- Excluded
  - Between 10% and 40%- Level 1
  - Between 40% and 60%- Level 2
  - Above 60%- Level 3

## Reporting of Plagiarism and Procedure to be Followed

In case plagiarism is suspected and there is proof of such, any member of the academic community may approach the relevant institution after which the institution will refer it to the Academic Misconduct Panel (AMP). The AMP is to be set up by all HEIs in order to investigate and submit a report. After the AMP has thoroughly investigated the situation, they will make a report to the Plagiarism Disciplinary Authority (PDA), preferably within a period of 45 days. The PDA is to be formed by the HEI and their job is to take appropriate decision after consideration of both the recommendations of the AMP as well as the hearing of the accused. Their decision will be final and binding.

## Penalties for the Act of Plagiarism

The various penalties for plagiarism have been provided in Section 13 of the guidelines. Different penalties have been given for different tiers of plagiarism severity. Section 13 provides that penalties shall be awarded only when there is no doubt that the accused has committed the act and after all other avenues of appeal have been exhausted. The accused must also be given adequate opportunity to defend himself/herself. Further, the proceedings are to be held in camera, meaning that proceedings are to be closed to the public. The penalties given should be in proportion to the severity of plagiarism.

## Penalties for Students

Penalties will be given to students according to the decision of the Plagiarism Disciplinary Authority (PDA). The punishments given to students for plagiarism for different levels of severity are given below:

1. **Level 1 (10%-40%)**– the student will not be given any mark or credit and revised script must be resubmitted within a stipulated time period which does not exceed 6 months.
2. **Level 2 (40%-60%)**– the student will not be given any mark or credit and the revised script is to be resubmitted between 1 year and 18 months.
3. **Level 3 (above 60%)**– the student will not be given any mark or credit and their registration for that course will be canceled.

If a student repeats such act of plagiarism then the punishment will be for the next level to the one previously committed. In cases where the highest level of plagiarizing occurs then the punishment remains the same and the registration will be canceled. If degree or credit has already been obtained and the accused has been proven to have plagiarized content then said degree or credit will be suspended for a stipulated time period.

## Penalties for Faculty, Staff or Researcher

Penalties for faculty, staff or researcher of Higher Education Institutes will also be given according to the severity of plagiarism.

1. **Level 1 (10%-40%)**– he/she will be asked to withdraw the manuscript submitted for publication and will not be allowed to publish any work for a minimum time period of 1 year.
2. **Level 2 (40%-60%)**– he/she will be asked to withdraw manuscript submitted for publication and will not be allowed to publish their work for a minimum time period of 2 years. He/she will also be denied any annual increment that they have been receiving, he/she will also not be allowed to act as a supervisor for students or scholars for 2 years.
3. **Level 3 (above 60%)**– he/she will be asked to withdraw manuscript submitted for publication and will not be allowed to publish any work for a minimum time period of 3 years. He/she will also be denied any annual increment they are receiving for 2 years, he/she will not be allowed to act as a supervisor for students or scholars for a period of 3 years.

If a person repeats the same act of plagiarizing then he/she will be subject to punishment of the next level from the level which the person was previously punished for. If Level 3 plagiarism is repeated than the person committing it will be dismissed from their job.

If a person has already attained any benefit or credit before plagiarism was proved then such benefit or credit will be suspended for a time period that is to be decided by the AMP and PDA.

## Head of Higher Education Institute

If the head of an HEI is accused of plagiarizing then the guidelines have provided that appropriate shall be taken by the concerned authority.

## Conclusion

The current draft guidelines have provided a recourse for the problem of plagiarism which has been allowed to run rampant throughout institutions all across the country. These guidelines will be the first of its kind to be introduced in India and as with other regulatory legislations, its effectiveness can only be determined after it is applied. Thus, the UGC must make sure that it is properly implemented by the institutions and the institutions, in turn, must comply with the guidelines before any positive result towards significant reduction of plagiarism can be seen.



# AMRITA

## VISHWA VIDYAPEETHAM

DEEMED TO BE UNIVERSITY