

# Intellectual Property Rights (IPR) Policy

## BFUHS

### 1. Preamble:

Baba Farid University of Health Sciences (BFUHS) was established in Faridkot on July 22, 1998, with the aim of affiliating, teaching, and ensuring proper and systematic instruction, training, and ethical research in modern systems of medicine. The university is dedicated to advancing education and research in health sciences while fostering an environment that encourages intellectual, academic, and professional growth, with a focus on IPRs, innovations, patenting, and encouraging the setup of start-ups and the commercialization of IPRs. This commitment aligns with the vision of **NEP 2020**, which advocates for skill-based education and the integration of knowledge and skills at every stage of learning, and supports the goal of **Viksit Bharat@2047**, positioning India as a global leader in education and innovation.

The mission of BFUHS is to create an intellectual, academic, and physical environment conducive to the free flow of ideas and the exchange of information among its faculties and with health sciences institutions nationally and internationally. The University seeks to open a window to the world for health professionals, health planners, health managers, biomedical and social scientists, and educators in health sciences, enabling the sharing of knowledge, innovation, and best practices to advance healthcare education and research. In line with **skilled education**, the university encourages the development of professionals who are equipped with both academic knowledge and practical skills, fostering employability and entrepreneurship.

Recognizing the critical role of intellectual property in promoting professional development and societal benefit, BFUHS is committed to encouraging creativity and scholarly works that lead to new and useful materials, devices, processes, and other innovations. Faculty members, research scholars, and students at the University engage in research and development with significant potential for creating intellectual property, such as patents, copyrights, designs, software, and other inventions that may have considerable commercial and socio-economic value. This is further supported by the establishment of **Incubation Centres and Skill Labs** that provide resources for translating research into real-world solutions, enhancing the university's commitment to skill development and entrepreneurial ventures.

The University actively supports and facilitates efforts to bring the outcomes of its research and innovation into public use while ensuring the protection of the rights and interests of all stakeholders. This includes creating mechanisms for the registration, protection, and commercialization of intellectual property, fostering a culture of innovation and discovery that benefits individuals, society, and the healthcare sector at large. The promotion of **integrated and non-traditional courses** also supports the multidisciplinary approach to problem-solving, offering students flexible learning opportunities that blend different domains of knowledge.

To fulfil its goals, BFUHS is committed to providing an environment where research and innovation can thrive. The University aims to balance the interests of researchers/ innovators and the institution while ensuring the dissemination of knowledge to future generations. The policy governing intellectual property rights at BFUHS will outline the respective rights,

obligations, and benefits of the University, faculty, research scholars, students, and others associated with the institution's activities.

To fulfil its goals, BFUHS is committed to providing an environment where research and innovation can thrive. The University aims to balance the interests of researchers/ innovators and the institution while ensuring the dissemination of knowledge to future generations. The policy governing intellectual property rights at BFUHS will outline the respective rights, obligations, and benefits of the University, faculty, research scholars, students, and others associated with the institution's activities. In addition, **collaborations with industry & other institutions (MoUs)** are pivotal to ensuring that the research at BFUHS is aligned with current industry needs, enabling knowledge exchange and real-world impact.

This preamble reflects the commitment of BFUHS to excellence in healthcare education and research, the creation and dissemination of knowledge, and the advancement of public welfare through innovation and collaboration.

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## 2. Objectives:

1. To foster, stimulate, and encourage creative activities in the areas of health sciences, medicine, technology, social sciences, and management to advance knowledge and innovation.
2. To protect the legitimate interests of the University, faculty, researchers, students, and society at large, and establish mechanisms for resolving conflicts of interest related to intellectual property.
3. To develop a transparent administrative system for ownership, control, and assignment of intellectual property, as well as for sharing revenues generated through the commercialization of intellectual property.
4. To establish a framework and procedures to ensure that inventions, discoveries, and innovations developed through university research are effectively disseminated and made available to the public through commercial channels.
5. To set clear standards for determining the rights and obligations of the University, creators of intellectual property (e.g., inventors, developers, and authors), and sponsors with respect to intellectual property created at the University.
6. To ensure compliance with applicable laws, regulations, and ethical standards, and enhance the University's ability to secure research funding at all levels.
7. To strengthen the University's standing as a leading academic and research institution by upholding the highest ideals of scholarship and teaching, and by ensuring the benefits of its intellectual pursuits reach the community and society.
8. To establish mechanisms for the preservation, use, and transfer of intellectual property, enabling the dissemination of research discoveries and innovations for societal benefit.
9. To generate income through the commercialization of intellectual property to support research, education, and the University's mission of advancing healthcare and societal well-being.
10. To recognize the vast and dynamic scope of intellectual property and technology transfer mechanisms, and maintain a flexible policy framework to address emerging challenges and opportunities.

By achieving these objectives, BFUHS aims to cultivate an ecosystem of innovation and knowledge dissemination that benefits both the University community and society.

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### **3. Commencement of the Policy:**

The ordinance governing the Intellectual Property Rights (IPR) Policy of Baba Farid University of Health Sciences (BFUHS) shall come into effect from the date it is officially notified by the University. Henceforth, this policy shall be the prevailing document governing all matters related to intellectual property at BFUHS for all intents and purposes.

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### **4. Terms Defined**

#### ***i) Assignment***

The transfer of rights or title in intellectual property, executed in writing.

#### ***ii) Copyright***

The exclusive legal right granted to an author for a specified period to reproduce, print, publish, and sell copies of their creative work.

#### ***iii) Copyrightable Materials***

Include, but are not limited to:

- a) Books, journal articles, texts, glossaries, laboratory manuals, syllabi, tests and proposals, study guides, and bibliographies.
- b) Lectures, musical or dramatic compositions, and unpublished scripts.
- c) Films, filmstrips, charts, transparencies, and other visual aids; video and audio tapes and cassettes.
- d) Live video and audio broadcasts.
- e) Programmed instructional materials.
- f) Research notes, data reports, and research notebooks.
- g) Other materials or works (excluding software) qualifying for protection under the Indian Copyright Act.

#### ***iv) Creator(s)***

Any individual affiliated with the University, including full-time or part-time employees, those on probation or temporary appointments, research workers, scholars, students, or project fellows, responsible for the creation of intellectual property using the University's facilities.

#### ***v) Confidential Disclosure***

An agreement between disclosing and receiving parties, or a clause in a research contract or license agreement, ensuring confidentiality.

#### ***vi) Direct Expenses***

Costs incurred during the development, protection, maintenance, and licensing of intellectual property, including salaries and other operational costs of the University.

**vii) Educational Materials**

Content and associated tools or technologies for content delivery. These include materials developed for traditional classroom settings and other methods such as online or distance learning. Educational materials do not typically include textbooks, articles, scholarly papers, monographs, or artistic works created during regular academic scholarship.

**viii) Invention Disclosure**

A confidential written description of an invention submitted by the inventor to the University.

**ix) Intellectual Property (IP)**

Any property arising from the intellectual effort of the creator(s), including but not limited to:

- a) New and useful scientific and technical advancements, such as innovations, inventions, products, processes, computer hardware and software, materials, and biological varieties that are patentable.
- b) Industrial and architectural designs, models, drawings, software, creative works, literary works, teaching materials, and research records that are copyrightable.
- c) Trademarks, service marks, logos, and similar identifiers.

**x) Know-how**

Refers to the knowledge, innovations, practices, expertise, processes, procedures, and secrets related to the use of materials, products, resources, or the practice of methods for a specific purpose.

**xi) Patent and Patentable Materials**

As defined in the Indian Patent Act of 1970 and any amendments thereafter, patentable materials include discoveries and inventions related to new products and processes.

**xii) Patentee**

The individual or entity entered in the register of patents under the Indian Patent Act as the generator or proprietor of the patent.

**xiii) Publication**

Refers to the public disclosure of an invention, which may be verbal or printed. Printed publications include abstracts, student theses, and, in certain cases, grant proposals.

**xiv) Revenue**

Refers to any payment received by the University as per an agreement, typically for the legal use of its intellectual property through a licensing arrangement.

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## **5. IPR Administrative Mechanism at BFUHS**

The implementation and administration of the Intellectual Property Rights (IPR) Policy at Baba Farid University of Health Sciences (BFUHS) will be carried out by the **BFUHS-Intellectual Property Rights Cell** (hereafter referred to as **BFUHS-IPRs Cell**). The BFUHS-IPRs Cell will facilitate the execution of the IPR Policy and ensure its effective application across the University.

The **BFUHS-IPRs Cell**, through its **IPR Standing Committee** (hereafter referred to as **IPR-SC**), will establish and periodically update the procedures for the policy's implementation. The IPR-SC will also have the authority to amend the policy whenever required, subject to the approval of the **Vice-Chancellor**.

The **IPR-SC** will consist of the following members:

- **Registrar** - Chairperson (Ex-officio)
- **Sub Dean (Research & Development)** - Member (Ex-officio)
- **Nodal Officer - IPR Cell** - Member Secretary (Ex-officio)
- **University Legal Advisor** - Member
- **Experienced Person for Coordinating IPR / Technology Transfer**
- **Invitee** (if required)

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## 6. Ownership of Intellectual Property

The University shall be the owner of all intellectual properties, including inventions, software, designs, integrated circuits, specimens, and other materials created by creators as a result of University research or created through substantial use of University facilities.

Specific provisions relating to IPR in contracts governing collaborative or sponsored research will determine the ownership of intellectual property in these cases. Typically, if external corporate, foundation, trust, government, or industrial funding has been provided for a project, the intellectual property generated from the project shall be jointly owned by the University, the creator of the intellectual property, and the funding agency. This arrangement applies when the funding agency has provided Rs. 10 lac or more for a particular research, invention, or intellectual creation under a specific agreement with the University.

The IPR in the University will be managed by the University's IPR Cell, which will assign ownership to the creator upon request, in line with these ordinances and any third-party agreements.

### Exceptions to Ownership

Creators of intellectual property may retain ownership in the following cases:

**a) Non-substantial Use of University Resources:** Intellectual properties developed without substantial use of University resources may remain the property of the creator.

**b) Artistic, Literary, and Scholarly Works:** All rights to intellectual property such as scholarly books, articles, publications (including electronic), works of art, literature, and music recordings belong to the creator, provided these are not part of University research projects, not created under the University's direction, or not developed through sponsored research or third-party agreements.

**c) Copyrights in Student Works:** Copyrights in papers, theses, and dissertations written by students to fulfil course requirements or university degree criteria will belong to the student, unless otherwise specified.

**d) Free Research Publication:** University faculty and students are free to publish their research results, provided the research does not result in copyrightable or patentable intellectual property.

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## **7. Creation of Intellectual Property**

Intellectual property, which includes patentable or copyrightable material, can be created by the University in the following ways:

**i) University-Initiated or Assigned Research:** When the University undertakes an assignment from an external agency or initiates a project to create specific copyrightable or patentable material, and assigns a team of researchers to carry out the work, intellectual property may be created as a result.

**ii) External Funding for Specific Projects:** When external funding agencies, such as governments, foundations, trusts, or corporate entities, enter into specific agreements with the University to develop certain copyrightable or patentable materials, intellectual property generated will be handled according to the agreement.

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## **8. Evaluation and Management of IPR**

The **IPR Cell** of the University will oversee the activities of evaluating, protecting, marketing, licensing, and managing the intellectual property generated at the University. Creators of intellectual property must provide all necessary information to the IPR Cell for proper management.

The **IPR Cell** may consult external patent attorneys or legal experts as needed. An invention will only be patented if it has potential commercial use, motivation, and viability.

Creators of intellectual property may assign their rights to the University for management by the **IPR Cell** upon mutual agreement. If the University decides not to protect, manage, or license the intellectual property in a timely manner, or if it cannot proceed with the process, the intellectual property may be returned to the creator.

## **9. Registration of Patents / Copyrights**

### **a) Filing of Application in India**

Creators of intellectual property such as know-how, designs, instruments, devices, processes, specimens, and other similar materials who wish to obtain patents for their patentable intellectual property or transfer such rights for commercial exploitation must apply to the IPR Cell. The application process will follow the procedure established by the IPR Cell and approved by the Vice-Chancellor.

If any creator believes immediate protection is necessary to safeguard their interests, they may apply for professional patent protection directly. This will be allowed only after obtaining permission from the University and simultaneously submitting the intellectual property for evaluation by the University according to the prescribed procedure.

In the event that the University decides to take ownership of the patent in its name (Registrar of the University jointly with the creator or team), any expenses incurred by the creator(s) for obtaining professional patent protection will be reimbursed by the University.

All University employees involved in any IPR-related activity must treat all IPR information as confidential. This confidentiality must be maintained until the University demands disclosure or the terms of the relevant contract between the involved parties require otherwise, unless the information is already in the public domain.

#### **b) Filing of Application in Foreign Countries**

The University may consider requests for registration of patents in foreign countries based on the merits of the intellectual property. If the University decides not to pursue patent registration in a foreign country, the University will assign the rights of the intellectual property in that country to the creator(s) for the purpose of protection, provided the creator requests it.

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## **10. Renewal of Patents**

The University will cover the patent fees for the first seven years when the patent is filed in the University's name (Registrar of the University jointly with the creator). If the patent is a joint application with a sponsoring agency, the costs of patenting may be shared equally.

If the patent has been commercially exploited within the first seven years, the University will continue to pay the patent fees for the remaining duration of the patent's life. However, if the patent has not been commercially exploited during the initial seven years, the University and the creator(s) will share the subsequent renewal fees on a 50-50 basis.

In the event that the creator(s) show no interest in the renewal of the patent, the University may choose to either continue maintaining the patent by paying the renewal fees for its full term or withdraw the patent application for protection at its discretion.

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## **11. Transfer of Intellectual Property (IP)**

### **a) Confidential Disclosure**

The creator shall promptly make a confidential disclosure to the Patent Attorney, Legal Expert, or the IPR Cell in writing if the University has an ownership interest in the intellectual property (IP) and if the technology may be patentable, copyrightable, or has potential for commercialization and licensing. The IPR Cell will provide disclosure forms upon request. The creator may consult the IPR Cell regarding their responsibilities for disclosing inventions, including the manner and timeliness with which disclosures should be made.

## **b) Disclosure Details**

The disclosure should provide sufficient detail to ensure a clear understanding of the nature, purpose, operation, and technical characteristics of the creation, to the extent known at the time of disclosure. The creator(s) are also responsible for keeping the IPR Cell updated on any developments, including publications, sales, or use, that occur after the initial confidential disclosure.

## **c) Ownership Claims and Determination of Rights**

If the creator claims ownership of the intellectual property or has questions regarding whether an assignment must be made to the University, the intellectual property must be disclosed to the IPR Cell. The creator should clearly state their claim or question. The University, through the IPR Cell, will provide a determination of rights within a reasonable time, generally not exceeding 90 days. If the creator disagrees with the determination, they may appeal to the Vice-Chancellor for a final decision.

## **d) Evaluation and Protection**

The IPR Cell will evaluate inventions and other disclosed intellectual property to recommend appropriate forms of protection (e.g., patent or copyright) and assess the potential for commercial exploitation. Based on this evaluation, the IPR Cell may either assign the task of securing protection and managing the economic use of the intellectual property to a specialist agency or handle it internally. The direct expenses associated with obtaining protection for intellectual property in which the University has an interest will be covered by the University, the specialist agency, or the creator/inventor, depending on the management of the IP. If the creator has withdrawn management of the IP from the IPR Cell or the specialist agency due to non-performance, the creator shall bear the associated expenses.

## **e) Commercial Exploitation**

The University or its agents, with approval from the Vice-Chancellor through the IPR Cell, may approach external agencies for commercial exploitation of the intellectual property. All agreements related to the transfer of intellectual property will be signed by the Registrar of the University on the recommendations of the IPR Cell and in collaboration with the creator of the intellectual property being transferred, on behalf of the University.

## **f) Multiple Creators and Revenue Sharing**

In cases where intellectual property involves multiple creators, the creators will designate a coordinator for IP protection purposes. At this stage, all creators will sign a revenue-sharing agreement regarding the intellectual property as and when the revenue accrues. This agreement may be modified by mutual consent among the creators and communicated to the IPR Cell. Any conflicts regarding revenue sharing among the creators will be resolved by the University, and the resolution will be binding on all creators of the intellectual property.



## **12. Revenue Sharing**

The revenue generated from the intellectual property (IP) shall be distributed as follows:

**1. When the University is the Creator:**

The income from the economic use of intellectual property will be shared between the University and the Research Team at a proposed ratio of 60% to the University and 40% to the Research Team and which may be further increased or decreased as 70/30 or 80/20 with the approval of competent authorities.

**2. When the Individual Researcher or Team is the Creator:**

If the individual researcher or a team of researchers has used substantial University resources, the revenue shall be shared as 60% to the researcher/team and 40% to the University.

**3. When the Creation Results from Funded Research:**

For intellectual property created under funded research, the income generated from the economic use will be shared based on the revenue-sharing agreement between the University and the institution funding the research. Typically, this will be shared as 70% to the Research Team and 30% to the University.

**4. When a Commercial Undertaking is the Economic User:**

If a Company, Industry, or Commercial Undertaking, other than the Funding Institution, is the economic user, the income received from the commercial user will be as defined in the licensing agreement with that user. The income will then be shared as 70% to the Funding Agency and 30% to the University. The University will distribute its share between itself and the research team, as per the preceding points.

**5. Deduction of Direct Expenses:**

The above-mentioned shares will be determined after deducting any direct expenses incurred by the University from the total income received.

**6. Disbursement to Creators:**

The creator(s)' share will be declared annually, and disbursement will be made to the creator(s) or their legal heir(s), irrespective of whether the creators are still associated with the University at the time of disbursement.

**7. Co-Creators and Distribution Agreement:**

Co-creators (i.e., members of the research team) will sign a Distribution of IP Earnings Agreement at the time of disclosure. This agreement will specify the percentage distribution of earnings from the intellectual property to each co-inventor. The co-owners of the intellectual property may, at any time, mutually agree to revise the distribution of IP earnings.

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### **13. Responsibilities of the University**

#### **a) Management and Commercialization of Intellectual Property:**

- a) The University will assign, at its discretion, the management of intellectual property (including patenting/copyrighting, negotiating, and licensing for commercial use) to a specified agency created for this purpose or directly through the IPR Cell. The terms for this management will be considered reasonable by the University. If the specialist agency or IPR Cell fails to file for patent/copyright protection within one year of the material being made available by the inventor/creator, or fails to assign or license the patented/copyrighted material for commercial use within an additional year, the inventor/creator will have the right to withdraw the management rights from the specialist agency/IPR Cell and manage the intellectual property independently. Following this, the specialist agency/IPR Cell will lose the right to manage the intellectual property.
- b) To make aware the faculty members, staff and other scholars regarding University's intellectual property.
- c) To provide support as it deems necessary or desirable to obtain legal protection o intellectual property in which University has stake/share.
- d) To facilitate the transfer of such intellectual property for economic use and develop mechanisms within these statutes for the assignment and management of Intellectual Property.
- e) To provide legal support as it deems necessary and desirable to defend and protect the interests of the University and the creators of the intellectual property against third party claims or unauthorized use.
- f) To impart information to research sponsors as required by research and Licensing agreements, and applicable laws and regulations in a timely manner.

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### **14. Responsibilities of the creator(s)**

- a) To make an invention disclosure in a thorough and timely manner of all inventions, discoveries and other works that are patentable/copyrightable and in which University has stake/share as described in this Ordinance.
- b) To provide such assistance as may be necessary throughout the assignment process to protect and affect transfer of the intellectual property.
- c) To return all records and documents that are necessary for the protection of the intellectual property.
- d) To abide by all commitments made in license, sponsored research and other agreements made in accordance this Ordinance.
- e) To cooperate with the University with full responsibility in resolving all conflicts as may arise with respect to the IPs concerning to him/her and to make timely disclosure of such information which may hint towards any potential conflict relating to IP.
- f) To manage, including bearing patent / copyright, assigning it for economic use or licensing it similarly on terms to be finalized jointly by the IPR cell, inventor/creator

and financing agency if any for the research project which lead to such an invention/creation, in situation referred to in 13(a) when inventor/creator has withdrawn the right of management of intellectual property from the specialist agency of IPR Cell due to their non-performance. Provided that income from any such assignment/licensing for economic use will necessarily be receivable by the University in totality and distribution of inventor's/creator's and financing agency's share will be the exclusive responsibility of the University.

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## 15. Taxability of Revenue Generated from IPR:

1. **Temporary or Permanent Transfer of IPR (except IT Software):**
  - According to **Notification No. 11/2007-Central Tax (Rate)**, the tax rate on revenue generated from the temporary or permanent transfer or permitting the use/enjoyment of IPR (except IT software) falls under **Heading No. 9973**.
  - The **GST rate** applicable is:
    - **6% CGST (Central Goods and Services Tax) + 6% SGST (State Goods and Services Tax)**, totaling **12%**.
  - This rate applies to both **temporary** and **permanent** transfers of IPR.
2. **Amendment by Notification No. 41/2017-Central Tax (Rate):**
  - The amendment, dated **14 November 2017**, includes the following:
    - The **Heading 243** applies to the **permanent transfer** of IPR in respect of goods (other than IT software).
    - The applicable tax rate remains **6% CGST + 6% SGST = 12%**.
  - Both **temporary** and **permanent** transfers of IPR are subject to **12% GST**.
3. **University's Role:**
  - Since the university is the owner of the IPR, it will **raise invoices** to the users of the IPR as per the agreement, charging GST at the prescribed rates (subject to amendments).
4. **Creator Retaining Ownership of IPR:**
  - If the creator of IPR (covered under Section 13(1)(a) of the **Copyright Act, 1957**) opts to **retain ownership** of the IPR, the university will be liable to pay tax on a **Reverse Charge Basis** (as per **Section 9(3) of the CGST Act, 2017**).
  - The applicable **GST rate** on Reverse Charge is **12%** (subject to changes by the government).
5. **Conditions for Reverse Charge:**
  - If the creator retains ownership, they must:
    1. Issue a declaration that they will pay tax under the **Forward Charge mechanism** to the **CGST/SGST Commissioner**.
    2. Declare that they will not withdraw this option within **1 year** from the date of exercising it.
    3. Include the declaration in the **invoice** they issue.
  - The tax paid under the **Reverse Charge** mechanism can be claimed as a **tax credit** by the university in the **month of payment** and can be used for discharging future GST liabilities.
6. **Invoice to the User:**
  - The university will issue the final invoice to the **actual user** of the IPR, charging the appropriate **GST amount**.

## Summary of Key Tax Details:

- **GST Rate for IPR Transactions: 12%** (6% CGST + 6% SGST) for both **temporary** and **permanent** transfers.
- **Reverse Charge:** Applicable if the creator retains ownership, with specific conditions for the creator's declaration.
- **Tax Credit:** Tax paid on Reverse Charge can be claimed by the university as input credit.

This structure ensures that the university remains compliant with GST regulations while managing IPR effectively.

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## 16. Dispute Resolution

The process for resolving disputes related to intellectual property (IP) and the interpretation of these ordinances is outlined as follows:

1. **Referral to Tribunal of Arbitration:**
    - If an issue cannot be resolved through the assistance of the IPR cell, it will be referred to a **Tribunal of Arbitration** at the request of:
      - The **University**,
      - The **Inventor**, or
      - The **Funding Agency**.
    - The decision made by the tribunal will be **final** for any disputed issues related to:
      - **Intellectual Property**,
      - **Revenue Sharing**, or
      - The **Interpretation** of the policy.
  2. **Composition of the Tribunal:**
    - The tribunal will consist of the following members:
      1. **IPR Cell**,
      2. **One member appointed by the Vice-Chancellor**,
      3. **One member nominated by the other party(ies)** (e.g., the inventor, funding agency),
      4. **Legal Advisor of the University**.
  3. **Expeditious Process:**
    - The dispute resolution process should be completed within **two months**, except in unusual circumstances.
  4. **Tribunal's Powers:**
    - The tribunal will have the authority to **regulate its own procedure**, while adhering to the principles of **natural justice**.
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## 17. Miscellaneous

1. **Amendments:**
  - The University reserves the right to amend these ordinances at any time as necessary. Amendments will be made by the **syndicate**, following recommendations from the **Intellectual Property Cell**.
2. **Waivers:**
  - The University may grant a **waiver** from certain provisions of the ordinances on a **case-by-case** basis.
  - Waivers must be:
    - In writing,

- Supported by reasons, and
  - Signed by the **Vice-Chancellor**.
  - The decision to grant a waiver will be based on the **best interest of the University** and the specifics of the situation.
  - All waivers and their reasons will be reported to the **syndicate** at its next meeting.
3. **Educational Materials:**
- Educational materials created during the regular course of work (e.g., lesson plans, course materials, or online learning tools) are typically **owned by the creator**.
  - In certain cases, the University may have a **joint ownership claim** over the materials.
  - The ownership of educational materials will be evaluated on a **case-by-case** basis, considering the particular facts and circumstances.
4. **Moral Rights:**
- The University acknowledges and protects the **moral rights** of IP creators, which include:
    - The **right of fair attribution** of authorship or invention,
    - The protection against alterations that may harm the **reputation** of the creator,
    - The opportunity for creators to be involved in **determining the final outcome** of their work.
5. **Logo and Emblem:**
- The **logo** and **emblem** of the University are considered its exclusive property.
  - No individual or entity can use the University's logo and/or emblem for **commercial purposes** without the prior permission of the University.
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