

Copyright Policy of National Law University, Jodhpur, 2026

1. Title and Commencement

This policy shall be called as the ‘Copyright Policy of National Law University Jodhpur, 2026’ (hereinafter referred to as the Policy) . It shall come into effect from the date as notified by the Registrar of National Law University, Jodhpur.

2. Definitions

- a) **“Collaborative or joint Works”** means works created jointly by Faculty, members, students or staff of National Law University Jodhpur with another agency, organisation or institute or their authorised person and shall include work sponsored by sponsoring agency and work generated with substantial support from external partners
- b) **“Commissioned Work”** means work specifically delegated to a University faculty, member, student or staff by specific instruction, delegation or order by the University Authorities whether for the purposes of the University or under sponsored or collaborative or joint works such as projects, research or consultancy, etc.
- c) **“Consultancy Work”** means work prepared for the purpose of offering technical consultation or advise to any authority within the University or to an external partner.
- d) **“Copyright Management Committee (CMC)”** means the committee constituted by the University to oversee implementation of this Policy, including but not limited to identification, protection, determining ownership and commercialization of works.
- e) **“External partner”** includes Government of India, state governments, local self-governments, government departments, foreign governments, international organisations, public sector undertakings (PSUs), all types of private sector organisations, multinational corporations, non-governmental organisations, and/or other institutions that provide research projects or consultancy assignments to researchers on regular or irregular basis; or any combination(s) of the above. The full fellowships received by students from funding agencies like University Grants Commission (UGC), or any other body shall be considered as substantial support from external partner.
- f) **“Faculty”** means all persons employed by the University in teaching, instruction, or research, positions, whether permanent, probationary, contractual, guest, ad hoc, or visiting.
- g) **“Incidental support from the university”** includes use of space, facilities, materials, or other resources of the university which are not provided for the generation of specific work. Examples of incidental support include ordinary use of faculty offices, university libraries, departmental office, internet, computers, computer peripherals and use of general secretarial or administrative services.
- h) **“License”** means a written authorization, whether exclusive or non-exclusive, by which the copyright owner grants to another party limited rights in its copyright, subject to specific terms and conditions, without transfer of ownership.
- i) **“Members”** means any other person, other than faculty, engaged by the University in relation to University’s academic, teaching or research activities and shall include but not be limited to the research assistants, research associates, teaching assistants, academic fellows, interns, etc.

- j) **“Policy”** means this Copyright Policy of National Law University Jodhpur, 2026, as may be amended or revised from time to time as per Clause 10.
- k) **“Research”** means systematic investigation or creative activity undertaken to increase the stock of knowledge, including research in law, social sciences, technology, management, and allied disciplines, whether funded internally or externally.
- l) **“Special Rights”** means the rights listed under Section 57 of the Copyright Act, 1957 as ‘Author’s Special Rights’.
- m) **“Sponsored Work”** means any work that is created or developed by the University faculty, members, staff, or students under a project, consultancy, assignment or research activity that is fully or partially funded by an external partner, through a written agreement or memorandum of understanding signed with the University or otherwise.
- n) **“Staff”** means all non-teaching employees of the University, whether permanent, contractual, or temporary, including research and project staff.
- o) **“Student”** means any person enrolled in any academic or research programme or course of the University, whether full-time or part-time, including doctoral, post-graduate, undergraduate, diploma and certificate course students.
- p) **“Substantial support from external partners”** means any non-incidental support provided by external partners. This includes, specific monetary support given for research through projects, grants or fellowships by external partners.
- q) **“Substantial support from the university”** includes any support which is beyond incidental support, as defined above. This includes, specific monetary support for research through grants or fellowships, funds for procuring books/ equipment or materials for specific research projects, and creation or major modification of infrastructure for the specific needs of research.
- r) **“University”** means the National Law University, Jodhpur, established under the National Law University, Jodhpur Act, 1999 (Act No. 22 of 1999), including all its Schools, Centres, Departments, Committees, Research Units, and such other academic, administrative, or research bodies functioning under its authority.

3. Ownership of Copyright in work generated with incidental support from the university during course of employment, enrolment or engagement at the University

3.1 Copyright in literary, artistic, musical, cinematographic works, or sound recordings generated by any faculty, member, student or staff (**collectively referred to as ‘authors’ hereafter**) during the course of employment, enrolment or engagement at the University with only incidental support from the University shall vest with the author.

3.2 Copyright in any materials created by the authors during the course of employment, enrolment or engagement at the University including materials such as course curriculum, exam questions, exam instructions, policies, guidelines, notices, advisories, event reports, newsletter, booklets, papers or committee reports and other documents specifically commissioned and instructed to be prepared by the University shall vest with the University.

4. Ownership of Copyright in work generated with substantial support from the University during course of employment, enrolment or engagement at the University

- 4.1 Copyright in literary works generated by any faculty, member, student or staff (**authors**) during the course of employment, enrolment or engagement at the University with substantial support from the University, shall ordinarily vest with the author. However, the University shall have a non-exclusive, royalty-free, irrevocable and world-wide license to use the work for repository storage, research and educational purposes.
- 4.2 Copyright in cinematograph films or documentaries, plays, artistic and musical works, which are created by the author with substantial support from the University shall vest with the University.
- 4.3 Copyright in any lecture videos or Massive Open Online Courses (MOOCs) or Online Distance Learning Programmes (ODLP) produced with substantial support from the University shall vest with the University. However, the author shall have a non-exclusive, royalty-free and irrevocable and world-wide license to use such works only for teaching and research purposes by the concerned author.
- 4.4 Copyright in any materials created by the authors during the course of employment, enrolment or engagement at the University including materials such as course curriculum, exam questions, exam instructions, policies, guidelines, notices, advisories, event reports, newsletter, booklets, papers or committee reports and other documents specifically commissioned and instructed to be prepared by the University shall vest with the University.

5 Ownership of Copyright in Sponsored work and Benefit Sharing

- 5.1 Unless otherwise provided in the terms of the sponsorship agreement, the ownership of copyright in Sponsored Works shall vest jointly in the University and the sponsoring agency.
- 5.2 Where the sponsorship agreement explicitly assigns or reserves copyright ownership, such terms shall prevail over this Policy.
- 5.3 In cases where the sponsoring agency does not claim ownership, the copyright shall vest solely with the University.
- 5.4 A sponsoring agency may use the work for its internal, non-commercial purposes after communicating the same to the University.
- 5.5 All uses or publications of the Sponsored Work by the University or the sponsoring agency shall duly acknowledge the contribution of the author(s) and the support of the sponsoring agency, unless otherwise agreed in writing.
- 5.6 In case the Sponsored Work generates revenue through publication, licensing, or commercialization, the net income shall be shared between the University, the author(s), and the sponsoring agency in accordance with the terms of the sponsorship agreement or, in the absence thereof, as determined by the Copyright Management Committee.

6 Ownership of Copyright in work generated with substantial support from external partners

- 6.1 With regard to works created with substantial support from external partners, ownership of copyright shall be determined as per the terms and conditions in the agreement signed between the concerned parties. In the absence of a specific clause in the agreement between the University and the external partner who is providing substantial support, copyright in literary works created with such support shall lie with the author(s) of such work.

However, the author shall grant the University and the external partner, as the case may be, a non-exclusive, royalty-free, irrevocable, and worldwide license to use the work for internal or open access repository storage, research and educational purposes.

- 6.2** In the absence of a specific agreement between the University and the external partner who is providing substantial support for research, copyright in films, plays, and musical works, which are created by the authors with substantial support from the external partner, the University and external partner shall be the joint owners of copyright in the work and shall enter into an arrangement for sharing the benefits in the proportion of their relative contribution. However, in the event of commercialisation of these works, the revenue shall be shared among the University, external partner and the author(s) in the proportion determined by the CMC.
- 6.3** In the absence of a specific agreement between the University and the external partner who is providing substantial support for research, copyright in any lecture videos or Massive Open Online Courses (MOOCs) produced with substantial support from the external partner, the University and external partner shall share the benefits in the proportion of their relative contribution, i.e. the University and external partner. However, the copyright in any institutional materials including, course syllabi, curricula, and papers/ reports prepared under the specific instructions of the University shall vest with the University.

7. Commercialisation: Licensing and Assignment of Copyright in Works in which the University is the copyright owner.

- 7.1** The licensing or assignment of any work in which the University is the copyright owner shall be given effect only with the approval of the Hon'ble Vice Chancellor and by the Registrar in writing.
- 7.2** A license issued under this policy shall not include an authority to sub-license, unless sub-licensing is specifically permitted under the licensing arrangement.

8. Ownership of Copyright in Submissions made to University by student or candidate enrolled in any academic or research programme or course offered by the University towards fulfilment of the requirements for the award of a degree at the University:

8.1 Retention of Copyright in Submissions

Subject to the provisions of Clause 8.2, the author shall retain copyright in the submissions such as research projects/ research assignments/ thesis/dissertation prepared and submitted to the university towards fulfilment of the requirements for the award of a degree at the University by a student or candidate enrolled in any programme or course offered by the University.

8.2 Nature of License and authorisation to the University

A student or candidate enrolled in any academic or research programme or course offered by the University by default grants a perpetual, royalty-free, non-exclusive and world-wide licence to the University authorising the University to undertake the following acts in respect of any submission made to the University:

- a). right to store the submission in electronic form such as repository or archive on Intranet maintained by University for its academic community.
- b). right to preserve the hard copy submissions in the University examination and library records.

- c). right to migrate, copy, or convert the digital format of the submission as necessary for preservation, indexing, or academic dissemination, without altering the content or integrity of the work.
- d) right to allow faculty members, students, members and staff of the University to access and use the work purely for academic, research and educational purposes.
- e). right to upload submission on any platform/website/forum mandated by academic regulatory guidelines such as by University Grants Commission (applicable only for Ph.D. thesis submissions and no other submissions).
- f) right to store and reproduce the submissions as part of any investigation of violation of legal or ethical norms of the university including detecting plagiarism and use of artificial intelligence tools in preparing submissions.

9. Dispute Resolution

- 9.1.** In case of any dispute between the University and an author arising out of this Policy, the concerned individual may approach the Copyright Management Committee (CMC) constituted under the Policy.
- 9.2.** An appeal against the decision of the CMC may be preferred before the Hon'ble Vice Chancellor, whose decision will be final and binding on both the University and the author of the concerned work.
- 9.3.** This claims arising out of disputes relating to this policy shall fall under the jurisdiction of the courts of Jodhpur, Rajasthan.

10. Amendments and Modification to the policy

Changes in this policy shall only be made upon the recommendation of the CMC and with further approval of the Hon'ble Vice Chancellor.