

The National Institute of Engineering, Mysore – India



Intellectual Property Rights

Policy & Guidelines

Version 1.0

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INTELLECTUAL PROPERTY RIGHTS POLICY
OF
THE NATIONAL INSTITUTE OF ENGINEERING, MYSURU

1. Preamble

The National Institute of Engineering (NIE), Mysuru (hereafter referred to as the **Institute**) is an academic Institute dedicated to excellence in teaching, research and extension in Science, Engineering and Technology. Accordingly, the intellectual property rights cell (hereafter referred to as **IPRC**), Centre for research and development cell (hereafter referred to as **CRD**), and innovation and entrepreneurship development cell (**IEDC**) of NIE, aims at developing and harnessing innovations. Wherein, the knowledge-based and technology-driven innovations outcomes are thoughtfully nurtured and converted into successful business incubations. As, such establishments are globally recognized as imperative tools for both economic sustenance and employment creation. Also, in today's knowledge era, the knowledge assets of an organization, such as know-hows, inventions, brands, designs and any other creative and innovative products are considered to be more valuable, than its physical assets.

Accordingly, an Intellectual Property Rights (**IPR**) Policy Document (hereinafter referred to as the Policy) is required to provide guidance to academic and non-academic staff, students, scholars, and outside agencies on the practices and the rules of the Institute regarding IPR and related obligations. Which includes the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements. The policy laid down in this document is expected to fulfill the commitment of the Institute to promote academic freedom and provide a conducive environment for research and product development activities.

2. Purpose

The Institute has put forward this policy document for the management of IPR to:

- a. Foster, stimulate and encourage research and innovation in the areas of science and technology, in its widest possible sense.
- b. Promote and safeguard scientific investigations and research outcomes of students, faculty and scholars involved in research and product development activities at the Institute.
- c. Provide a transparent administrative system with standard for do's and don'ts for the Institute, creators and/or inventors of IP and their sponsors relating to inventions, discoveries and original works originating from the Institute.
- d. Promote, facilitate and provide incentives to the members of the community of creators and/or

inventors who take initiatives to transfer IP under the said policy.

- e. Enable the creator of IP aware of the applicable laws and rules for ensuring them

compliance; and the Institute to make beneficial use of such developed IP for the maximum possible benefit of the creators and/or inventors, the Institute, and the Nation at large.

3. Objectives

The objectives of this Policy are as follows,:

- a) To recognize, guard and manage intellectual properties generated from the work carried by the institute and to promote intellectual property at the Institute;
- b) To safeguard the interest of creator of intellectual property and provide fair distribution of returns accruing from the commercialization of IPR;
- c) To create an environment for acquiring new knowledge through innovation and research, compatible with the educational mission of the Institute;

4. Scope of Policy

This policy covers all rights arising from intellectual property devised, created, or made by the faculty members, staff, students, research scholars and persons employed in consultancy projects in the course of their employment by the Institute irrespective of the eligibility of these rights for registration. The IP arising from academic research includes patents, designs, trademarks, service marks, copyright, know-how and undisclosed information.

5. Classification of IP

The intellectual properties can be broadly listed as:

- a) Patents; b) Copyrights; c) Trade/Service marks; d) Industrial designs; e) IC layout designs; f) New plant variety and Biotechnology inventions; and g) Traditional knowledge and Geographical Indications

6. Definitions of IP

- a) **Patent** : It is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something, or offers a new technical solution to a problem.
- b) **Copyright** : It is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings.

- c) **Trade/Service mark** : It means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colors.
- d) **Industrial Design** : It means only the features of shape, configuration, pattern, ornament or composition of lines or colors applied to any article whether in two dimensional or 3 three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.
- e) **IC Layout Designs** : It means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.
- f) **New Plant Variety** : It is a plant variety that is novel, distinct and shows uniform and stable characteristics.
- g) **Biotechnology Inventions** : It includes recombinant products such as vectors, nucleotide sequences, and micro-organisms.
- h) **Traditional Knowledge** : It is the knowledge developed by the indigenous or local communities for the use of a natural resource with respect to agriculture, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.
- i) **Geographical Indications** : It means an indication which identify such goods as agricultural goods, natural goods as originating or manufactured in the territory of a country or manufactured in the territory of a country or a region or locality in that territory where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin and in case where such goods are manufactured one of the activities of either the production or of processing or preparation of the goods concerned takes place in such territory, regions or locality as the case may be.

7. Ownership of IP

a) Copyrights

The Institute will not own the rights in copyrightable works such as books, articles, monographs, lectures, speeches and other communications produced by the staff in the course of research and teaching using Institute resources. Ownership of copyright of all copyrightable work shall rest with the author(s).

- i. The student and his/her supervisor(s) will jointly have the ownership of copyright in the thesis/ dissertation / project report written by a student.
- ii. Any copyrightable work generated as a work for hire will belong to the funding agency, as per the terms of the original contract.

b) Invention(s), Design(s), Integrated circuit layouts, and other creative work(s)

Invention(s) including software, design, and integrated circuit layouts created by the Institute personnel without significant use of the Institute resources and not connected with the profession for which he/she is employed at the Institute shall be owned by the creator(s).

For invention(s) including software, design, and integrated circuit layouts produced during the course of sponsored and / or collaborative activity, specific provisions related to IP made in contracts governing the collaborative activities shall determine the ownership of IP.

The Institute shall be the owner of all invention(s) including software, design, and integrated circuit layouts, created by a team of the Institute and non-Institute personnel associated with any activity of the Institute. Non-Institute personnel, who create invention(s) including software, design, and integrated circuit layouts at the Institute without any intellectual contribution of the Institute personnel and significant use of the Institute resources, shall be the owner of such invention(s).

Except as stipulated above, the Institute shall be the owner of all invention(s) including software, design, and integrated circuit layouts, created at the Institute.

c) Patents

This section refers to IP that is patentable or protectable by confidentiality agreements.

- i. The Institute will not require to be assigned to it the IP created by the creator(s) and/or inventors, where there is use of usual Institute resources only.
- ii. The Institute will require to be assigned to it such IP as is created by the creators and/or inventors through the use of Institute-supported resources.
- iii. In this case, the Institute will take steps to commercialize the property through patenting

or agreements. Where a patent is applied for, the creator shall agree to maintain all relevant details of IP.

- iv. The IP created through sponsored research where the sponsor does not claim IPR.
- v. The creators and/or inventors of Institute-owned IP shall retain their right to be identified as such unless they specifically waive off this right in writing.
- vi. Royalty accruing or any type of payment received from the commercialization of the Institute-owned IP will be shared between the Institute and the creators and/or inventors.

d) Trade mark(s) / Servicemark(s)

- i. The ownership of trademark(s)/ service mark(s) created for the Institute shall be with the Institute. In cases of all IP produced at the Institute, the Institute shall retain a non-exclusive, free, irrevocable license to copy/ use IP for teaching and research activities, consistent with the confidentiality agreement(s), if any, entered into by the Institute.
- ii. The authorities responsible on behalf of the Institute and creators and/or inventors have the responsibility to ensure the following:
- iii. Any association with the Institute implied by third parties is accurate.
- iv. The activities with which the Institute is associated through third parties maintain standards consistent with the Institute's educational purpose.

8. IPR Administration

This policy shall be applicable to all the Institute personnel associated with any activity of the Institute such as, but not limited to outcomes of research, consultancy or Continuing Education Programmes, and covers different classes of Intellectual Property - Patents, Designs, Trade Marks/Service marks, Copyright, Integrated Circuits Layout, Trade Secret and undisclosed Information.

This policy shall be applicable from the date notified by the Institute (29-11-2022). Any addition, insertion and / or deletion from the policy document, which curtails the rights of a researcher, will not operate retrospectively. Any alterations in this policy will not take effect until the IPRC's Intellectual Property Standing Committee (IPSC) takes a unanimous decision, and such changes would be effective for inventions and other research results arising out in the future.

An employee is required to observe the institute's policy on Intellectual Property Rights as may be decided by the IPRC's IPSC from time to time.

a) Constitution of Institute Intellectual Property Committee

An Institute IPSC shall comprise of principal, as Chairman, a Coordinator for intellectual property cell, and three additional members nominated by the principal. The nominees will serve

a five-year term. IPSC shall be responsible to administer all decisive issues related to IP policy and such other relevant matters as shall be determined from time to time. The Coordinator shall be responsible for the implementation of all the recommendations and decisions through IPSC.

b) Disclosure

When the creators and/or inventors believe that they have generated patent-able or commercialisable IP using Institute-supported resources, they shall report it promptly in writing along with relevant documents, data and information, to the Institute through the appropriate authority using the Invention Disclosure Form of the Institute. Disclosure is a critical part of the IP protection process for claiming the inventor ship. The information shall constitute a full and complete disclosure of the nature, particulars and other details of the intellectual property, identification of all persons who constitute the creator(s) of the property, and a statement of whether the creator believes he or she owns the right to the intellectual property disclosed, or not, with reasons. Where there are different creators and/or inventors of components that make up a system, the individual creators and/or inventors and their contributions must be identified and treated separately. In case of the sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of the creative work is applied. By disclosure the inventor(s) shall assign the rights of the disclosed invention to the institute.

c) Confidentiality

All Institute personnel and non-Institute personnel associated with any activity of the Institute shall treat all intellectual property related information which has been disclosed to the IPC and/or whose rights are assigned to the Institute, or whose rights rest with the Institute personnel, as confidential. Such confidentiality shall be maintained till such date as is demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public. Having filled the Disclosure Form, the creator shall maintain confidentiality i.e. refrain from disclosing the details, unless authorized otherwise in writing by the Institute, until the Institute has assessed the possibility of commercialisation of the intellectual property.

Subject to the right of academic freedom the Institute staff shall not directly, except in the proper course of their duties, either during or after a period of their appointment, disclose to any third party or use for their own purposes or benefit or the purposes of any third party, any confidential information about the business of the Institute unless that information is public knowledge or he/she is required by law to disclose it.

The following guidelines should be followed when dealing with confidential information in the context of third parties such as commercial organizations:

- i. The amount of information given to prospective licensees before the signing of any confidentiality or secrecy agreement should in no case exceed or fall outside that which is set out in the Technology Profile Form for any particular intellectual property.
- ii. When a third party is interested in commercialising an item of intellectual property on offer after inspecting the relevant Technology Profile, they may apply on the prescribed form and with the deposition of the required fee for transfer of the technology. They will be required to demonstrate their capacity to commercialise the technology to the Institute's satisfaction. The Institute will then require the third party to sign contractual confidentiality or secrecy agreements undertaking to maintain the confidentiality of all information disclosed, before any further disclosure is made. The format of the Bilateral Secrecy Agreement, should be followed.
- iii. Third parties must obtain express authorization writing from the Institute to commercialise/exploit the intellectual property. Confidentiality agreements will continue in force even if the commercialisation process is aborted at any stage. However, it is recommended that no disclosure should be made if there is any doubt as to the outcome of the commercialization process.
- iv. If running royalties are to accrue to the Institute and the creator, the licensees must be bound by their contract to take adequate measures to protect that matter from becoming known to others through the licensee's practice, and thereby made available to others whose activities may adversely affect royalty returns.
- v. Access to areas where Institute-owned intellectual property including confidential information is made available, seen or used, and to confidential documents, records, etc. is to be limited only to those who are creators and/or inventors or are bound by confidentiality agreements.
- vi. In those cases, where IP is generated by an externally sponsored and/or funded research project, the IP protection, and subsequent commercialization, will be as per the regulations of the sponsoring and/or funding agency.
- vii. Creators and/or inventors and/or Institute personnel must take care not to disclose confidential details of Institute-owned intellectual property in their publications, speeches, or other communications.

9. Evaluation and Exploitation Decisions

The IPSC of the Institute will evaluate the disclosure made by the creator on the prescribed Invention Disclosure Form and determine whether there is a good prima facie case

for believing that the intellectual property has economic value and it needs IPR protection. The Institute shall communicate to the creator within 90 days from the date of disclosure, its decision whether;

1. Institute wishes to own and commercialise the intellectual property.
2. Institute is unwilling to commercialise the intellectual property.
3. The ownership of the intellectual property is in doubt.

1. Where the Institute wishes to own and commercialise the intellectual property

In this case, the Institute will take steps to commercialise the property through patenting or confidentiality. Where a patent is applied for, the creator shall agree to maintain all relevant details of intellectual property secret and confidential until the patent application is filed. In the case of protection through confidentiality the same information will be kept secret and confidential as long as the intellectual property has commercial value. The creator shall furnish such additional information and execute such documents from time to time as may be reasonably requested for effective protection and maintenance of proprietary rights of the Institute in the intellectual property.

2. Where the Institute is unwilling to commercialise the intellectual property

It shall merely record the fact of the creation of the intellectual property without prejudice to the rights of the creator and hold all information communicated in this regard by the creator, secret and confidential.

- i. The Institute will have no liability to keep the information secret and confidential if the intellectual property subsequently either comes into public domain or is commercialised otherwise.
- ii. The Institute will be entitled to a non-exclusive, non-transferable license to use the work within the Institute for non-commercial educational and research purposes.

3. Where the ownership of the intellectual property is in doubt

In all such cases the issue of ownership shall be referred by the Institute Intellectual Property Committee to an Arbitration Committee constituted by the Board of Governors of the Institute. The Arbitration Committee must communicate its decision on the matter to the creators and/or inventors within one month of the referral of the issue to the Committee. The decision of the Arbitration Committee will be final and binding on the creator(s) and the Institute.

10. Commercialisation of Institute-owned IP

a) Commercialisation through licensing of rights by the institute

All expenses for obtaining and maintaining statutory rights in Institute- owned intellectual property will be borne by the Institute. The Institute will take steps to commercialise all Institute-owned property according to the time schedule outlined below:

- Date zero: the creator discloses the nature and particulars of the intellectual property they have created to the Institute in the prescribed DisclosureForm.
- Zero plus one hundred eighty days (six months) or earlier: If the property is found to be assignable to the Institute and the Institute wishes to own the property, the Institute files the patent, or proceeds directly for commercialisation through confidentiality agreements with third parties, whichever is practicable.
- The creator should provide all necessary data and documents for filing the patent within 15 days of the notice served by the Institute intimating its decision to patent. Should the Institute fail to inform the creator of its decision within the said deadline, the creator, without encumbrance, will hold the rights of the intellectual property.

Zero plus five years: the Institute reviews the situation if the intellectual property has been commercialised; the subsequent cost of maintaining statutory protection will be met through receipts from the licensee. If the property has not been commercialized after the end of Fifth year, , all rights and responsibilities in it will revert to the creator , subject to any contractual agreements with the sponsor if any, and the institute shall no more be liable to pay for statutory protection of the property. At any time during the above process, the Institute will have the right to revert the rights in the intellectual property to the creator at a mutually agreeable date with notice of three months of its intention to do so.

b) Commercialisation through licensing of rights by third parties

The Institute will license at its discretion the Institute-owned intellectual property for commercialisation through third parties who may or may not be the creator through the grant of exclusive/ non-exclusive licenses, or assign its ownership rights to third parties/ creator safeguarding the interests, financial or otherwise, of the Institute.

- All such licensing agreements or assignments in particular where the third party is also the creator, would be carefully examined by the Institute to determine that no conflict of interest will occur as a result of their ratification. The third party when interested in any such transfer of rights must demonstrate technical and business capability to commercialise the intellectual property.

- The costs of transfer of interest/ right/ ownership and maintenance of rights in the Institute-owned property by way of license, assignment or otherwise devolution of rights for such purposes will be borne exclusively by the licensee, assignee, and person acquiring such rights. The Institute may under special circumstances retain a non-exclusive royalty-free license to use the property for teaching and research.
- The assignment or license may be subject to additional terms and conditions, such as revenue sharing with the Institute or reimbursement of the cost of statutory protection, when justified by the circumstances of development of the intellectual property licensed. If the Institute finds that the third party has not taken steps to commercialise the property within one year of acceptance of the license, the Institute will be free to revoke the license.

11. Revenue Sharing

a) When, IP is generated through the research funding received from the Institute or any other external funding agency (who do not claim IPR).

Any revenue generated by the exploitation of IPR, will be shared between the creator/inventor, his or her faculty or department/centre and Institute after deduction of agreed costs borne by the Institute on the prescribed terms and conditions. The guideline for sharing the net earnings generated from the commercialization of Institute-owned intellectual property will be taken in slabs as follows:

Case	Net earnings	Inventor(s)	Institute	Service Account*
1	For the first amount Q	70%	25%	5%
2	For the next amount Q	60%	30%	10%
3	For amounts more than 2Q	50%	35%	15%

Note : It is suggested that amount Q be initially fixed at Rs. 100 lakhs.

*Service Account : Money may be used for maintaining the IP, Filing of New IPs, the promotion, demonstration, further commercialization and upgradation of the invention. Unused annual funds from the service account may also be as contingency support from the creators and/or inventors.

b. When, IP is not generated through the research funding received from the Institute or any other external funding agency (who do not claim IPR).

Any revenue generated by the exploitation of IPR, will be shared between the creator/inventor, his or her faculty or department/centre and Institute after deduction of agreed costs borne by the Institute on the prescribed terms and conditions. The guideline for sharing the net earnings generated from the commercialization of Institute-owned intellectual property will be taken in slabs as follows :

Case	Net earnings	Inventor(s)	Institute	Service Account*
1	For the first amount Q	75%	20%	5
2	For the next amount Q	65%	25%	10%
3	For amounts more than 2Q	55%	30%	15%

When the Institute reassigns the rights of the IP to its creator(s) and/or inventors for any country, the creator(s) shall reimburse the costs incurred by the Institute for the protection, maintenance and marketing and other associated costs from the cumulative earnings from successful commercialisation in that country as under:

Case	Cumulative earnings	Inventor(s)	Institute
A	Up to twice the cost incurred by Institute for protection, marketing and other associated costs.	50%	50%
B	Beyond A	100%	0%

The creator(s) and/or inventors share would be declared annually and disbursement will be made to the creator(s), their legal heir, whether or not the creators are associated with NIE at the time of disbursement.

Creators of IP shall sign at the time of disclosure, a distribution of IP Earnings' Agreement, which shall specify the percentage distribution of earnings from IP to each creator and/or inventor. The inventors may at any time by mutual consent revise the distribution of IP earnings agreement.

The creator's share will continue to be paid to the person or his/her nominee irrespective of whether the creator/inventor continues in the employment of the Institute or is deceased. The Institute will also honour any commitment to make payments to a member of the Institute staff as a creator/inventor who had left the employment of the Institute prior to the exploitation of IPR.

In case there is a third party (i.e. funding agency), the respective shares of the Institute and creators will be calculated on the net receipts after deducting the third party's share. The creator may opt for his/her personal share to be retained by the Institute e.g. to support his/her research, in which case the facilities so generated will be treated as under the exception to clause 8. (a), Annexure-I. The creator's share will continue to be paid irrespective of whether the individual continues as an employee/student/scholar of the Institute.

Note : The patent renewal fee for any IP filed/published/granted, and not commercialized within Five years of filing of the IP, will not be paid by the Institute, and such IP protection will be disabled from the Institute.

12. Transparency of IP Administration

The Institute will inform the creators and/or inventors of Intellectual Property of progress regarding filing of the patent, commercialisation and/ or disposition of the intellectual property. The Institute and the creators and/or inventors shall maintain complete transparency in sharing information at all stages of the process. The creators and/or inventors shall keep the Institute informed of updates or development of the Intellectual property, which lead to tangible effects on the property.

a. Institute's Acceptance of Independently Owned Intellectual Property

The Institute may accept assignment of intellectual property owned by other parties provided that such assignment is found to be consistent with the public interest and the Institute's academic mission. Intellectual property so accepted shall be administered in the same manner as other institute-owned intellectual property.

b. Based on who owns the rights

i. Where Institute owns the Rights

The Institute will be at liberty to update, revise, and/ or translate (hereinafter revise) course material in which it owns the right through assignment of copyright, provided that such revision does not damage the reputation or honour of the original creator. All such revision will be treated as work for hire. The creator will retain the right to be identified as the creator of the original work, and the Institute must clearly state on the derived work and related documents that the derived work is adapted from the original work.

The question of whether the creator of the original work is to be paid a royalty, and if so how much, on receipts from the commercialisation of the derived work, shall be determined on a case-by-case basis by the Institute IPC, on the criterion of how extensively the alteration has been carried out. The following guidelines may be followed by the Institute in this matter:

- a. If the revision, etc. is significant in terms of cost and extent but not such as to drastically alter the original work, the Institute may charge the cost of revision against the royalty receipts or other fees due to the creator of the original work.
- b. If the revision is such that the new version is almost a new work, then the creator of the original work may be offered a financial compensation package significantly lower than that specified in the original agreement.

ii. Where creator owns the Rights

Regarding course materials in which the Institute has licensed rights from the creator, the Institute shall give first refusal to the creator of the original work in producing derived works including updates, translations and revisions, regardless of whether the creator continues to be employed by the Institute or not. In order to enable the Institute to contact creators and/or

inventors for this purpose, creators and/or inventors would keep coordinator IPC informed of their current address at all times. It will be the responsibility of the creator(s) to inform the coordinator IPC of their consent or otherwise to undertake the revision proposed by the Institute within one month from the date of request by the Institute. The following cases will then apply:

The creator of the original work is unable or unwilling to do the work required within the necessary time frame. (This time frame could be 3 months in the case of minor revision and/ or updating, 6 months for revision/ updating requiring moderate effort, and 12 months in the case of extensive changes): The Institute will have the right to extend these deadlines as it deems fit. In such a case, the Institute must inform the creator of the original work of its intention to contract with any other party to revise, update, or translate the work to the extent necessary to maintain the usefulness and quality of the course material as an instructional offering from the Institute. In such cases, the Institute shall state the name of the reviser on the derivative work and in all documentation relating to it, and it shall be clearly stated that the work is adapted from the original work.

The original creator is willing to do the work required within the stipulated time frame: Since it is the duty of a copyright holder to revise and update the work from time to time, additional remuneration for such work may at best be nominal, if paid at all. For development of Educational Course Material in electronic form the comprehensive guidelines are to be followed.

13. Infringements, Damages, Liability, and Indemnity Insurance

As a matter of policy, the Institute shall, in any contract between the licensee and the Institute, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation. The Institute shall also ensure that the Institute personnel have an indemnity clause built into the agreements with licensee(s) while transferring technology or copyrighted material to licensees. The Institute shall retain the right to engage or not in any litigation concerning patents and license infringements.

14. Conflict of Interest

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and/or their immediate family have in the company. A license or an assignment of rights for a patent to a company in which the inventors have a stake shall be subject to the approval of the Dean, SRIC taking into consideration this fact.

15. Dispute Resolution

In case of any disputes between the Institute and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Principal of the Institute. Efforts shall be made to address the concerns of the aggrieved party. The Principal's decision in this regard would be final and binding.

16. Legal Jurisdiction

As a policy, all agreements signed by the Institute and dispute(s) arising there from, will be subject to the legal jurisdiction of the Courts of Mysore and High Court of Karnataka only and shall be governed by the appropriate laws of India.

17. Consulting Agreements

Since consultancy comes to academic staff through Institute channels and is administered centrally, any intellectual property arising from consultancy should be assigned to the Institute in the interests of transparency and fair negotiation with consulting firms. The Institute will offer a first refusal option on the licensing of such intellectual property rights to the consulting firm, as with sponsored research. However, in recognition of the fact that a percentage of the consultant's fee is paid to the Institute, the royalty arising from commercialisation of intellectual property generated through consultancy will be distributed following the procedure as mentioned in IPR Guidelines. The creators and/or inventors who are engaged in consulting work or business should not be in conflict with Institute policy or with the Institute's prior contractual commitments. Such creators and/or inventors should make their Institute obligations known to outside parties before they make such agreements and should provide such parties with copies of all applicable Institute policies.

18. Responsibilities of Departments

Each department will administer Institute policy as defined herein through its Departmental Faculty Board. In particular each creator must maintain in his or her department records detailing his or her activities in generating intellectual property. Such records must be made available on demand to the Institute Intellectual Property Committee. The standard Formats and Templates for the report generation will be provided by the Coordinator IPC.

19. Authority of Contracts

All Commitments, Agreements, Memoranda of Understanding, etc. relating to commercialisation or exploitation of Institute-owned intellectual property will be granted in the name of the Institute for and on behalf of the Institute by the coordinator IPC. Contracts and agreements

All agreements including but not limited to the following categories, undertaken by any Institute

personnel and students need to be approved by the institute Chairman, IPC or member secretary of the Institute shall act as the final signing authority in all the categories of agreements listed above. IPC shall facilitate the process of framing such agreements by way of providing templates and services of professional consultants.

20. Obtaining IPR

If the Institute opts to protect the creative work, it shall provide an IPR Advisor/Patent Attorney for drafting the IP application as appropriate. The institute shall pay for access to the relevant IP information databases and other associated costs. The inventor(s) shall conduct IP searches, study the present state of art and provide the necessary inputs to assist in the drafting of the IP application. The Institute shall bear all costs of drafting and filing an Indian IP application. If the institute/creator chooses to file IP applications in other countries, then it shall bear the cost of application and other associated costs. The Institute shall be free to enter into agreements with overseas institutions for protection and licensing of the IP.

21. Handling of Thesis, Term Papers and Research Submitted by Students

It is a requirement in academia that the supervising teacher and the student must own the copyright of the thesis, which the student submits for the partial fulfilment of the requirements for an academic degree. However, the supervising teacher and the student will grant a non-exclusive, non-transferable royalty free license to the Institute to use, in the course of non-commercial academic activity, the records and data generated in the course of the student's research.

Furthermore, it is possible that the research that the student carries out as part of the program of study may result in the generation of intellectual property other than the text of the thesis. Supervisors should advise the students during the course of their work that certain kinds of research may lead to the generation of intellectual property which will require protection of its commercial value through confidentiality, for which the student will have to forgo publication during the period of sealing of a patent. Care should be taken at all stages to see that no conflict of interest arises between the student's academic activities and the generation of intellectual property.

In the case of any intellectual property generated in the course of a student's program of study, it is the duty of the students and the supervising teacher to make sure that the publication/submission of such work does not violate any confidentiality agreement.

Where the thesis of a student contains details of commercialisable intellectual property, the Institute, the supervising teacher and the student must agree to keep the thesis, in part or whole, and all relevant documents, confidential until the process of securing statutory protection for the intellectual property is complete. It should be noted that the submission of the thesis for

examination does not violate confidentiality because the thesis remains confidential until the examination process is over.

It is to be noted that retention of the hard copy by the Institute library is essential for meeting the requirements for a degree, and the supervising teacher and the student must agree to allow the abstract of the thesis to be made available electronically, the supervising teacher and the student will have the option to refuse releasing of the full electronic text of the thesis on any network. On the Institute's part, the library has a duty to ensure that the use of the texts of thesis held by it is consonant with laws governing copyright and fair use, as well as sound academic practice.

22. Assessment of Innovation for Protection

To facilitate assessment, IPC consisting of a chairperson, IPC Coordinator, and at least three additional faculty members with domain expertise or familiarity/experience in areas related to the creative work.

The creator(s) would be free to suggest names of faculty who are qualified to evaluate the creative work and who may be invited IPR Coordinator of Institute shall have the right to consult on a confidential basis with appropriate experts in the field of IPR in question in order to assist in the assessment of innovation and its commercial potential in India and abroad. The IPC may make one of the following recommendations:

- c. That the Institute shall take the responsibility of protection of the IP, in which case, the Institute will initiate appropriate processes.
- d. That the Institute shall not take the responsibility of protection of the IP, in which case, the rights to the disclosed invention shall be promptly reassigned to the creator(s). The creator(s) may then choose to protect the creative work on their own.

23. IP Protection and Technology Transfer

a) Procedure of IP Protection by filling of patent through Institute

All employees (faculty/scientists/staffs) and students desirous of filing a patent application in connection with an innovative work done by them shall follow the procedure outlined below:

- Forward a proposal prepared by the concerned investigator to Coordinator IPC outlining their request to file a patent application. An Invention Disclosure Form should accompany this proposal on the Intellectual property to be protected.
- The application will be processed by the office of Coordinator, IPC as per the Intellectual

Property Rights Policy of the Institute. The IP Assessment Committee (IPAC) set up by Coordinator, IPC will assess the application, based on a feedback from the Institute's IPR consultant.

- A report/recommendation by the IPAC will be given to Coordinator, IPC within 1-2 weeks with following;
 - i. A review of the write-up accompanying the application;
 - ii. A presentation by the applicant(s) and ensuing discussions; and
 - iii. The receipt of any additional data/inputs/clarifications the committee may seek.

If the work is recommended for patenting by the Institute, the applicant will be requested to have further discussion with the patent attorney for completing formalities for filing the application in India abroad.

Other forms of intellectual property generated during the course of research and development, such as Copyrights, design registrations, trademarks, etc. will essentially follow the same procedure as above.

b) Technology transfer

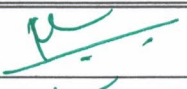
The Institute shall strive to market the IP and identify potential licensee(s) for the IP to which it has ownership. The creator(s) are expected to assist in this process. The Institute may contract the IP to Technology Management Agencies (TMO) (Government/Private), which manages the commercialisation of the IP.

For the IP for which exclusive rights have not been already assigned to a third party, the creator(s) may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care so as not to affect the value of the IP through appropriate agreements such as Non-Disclosure Agreement (NDA) with the potential licensee(s) during technology marketing discussions.

If the Institute is not able to commercialise the IP in a reasonable time frame, then it may reassign the rights of the IP to the creator(s) of the IP. Alternatively, if the Institute has not been able to commercialise the creative work in a reasonable time frame, the creator(s) may approach the Coordinator, IPC for the assignment of rights of the invention(s) to them.

DOCUMENT Control and REVISION HISTORY

The following table records the revisions carried out in this document:

Rev. No.	Rev. Date	Location and Description of Change	Prepared By	Reviewed By	Approved By
Issue 0.9	17/03/2022	Released	Dr. Nithin.K.S	IPRC	
Issue 1.0	01/07/2022	Released	Dr. Nithin.K.S	IPRC	