

# **Institutional Intellectual Property Policy**

**NATIONAL INSTITUTE OF TECHNOLOGY  
CALICUT**

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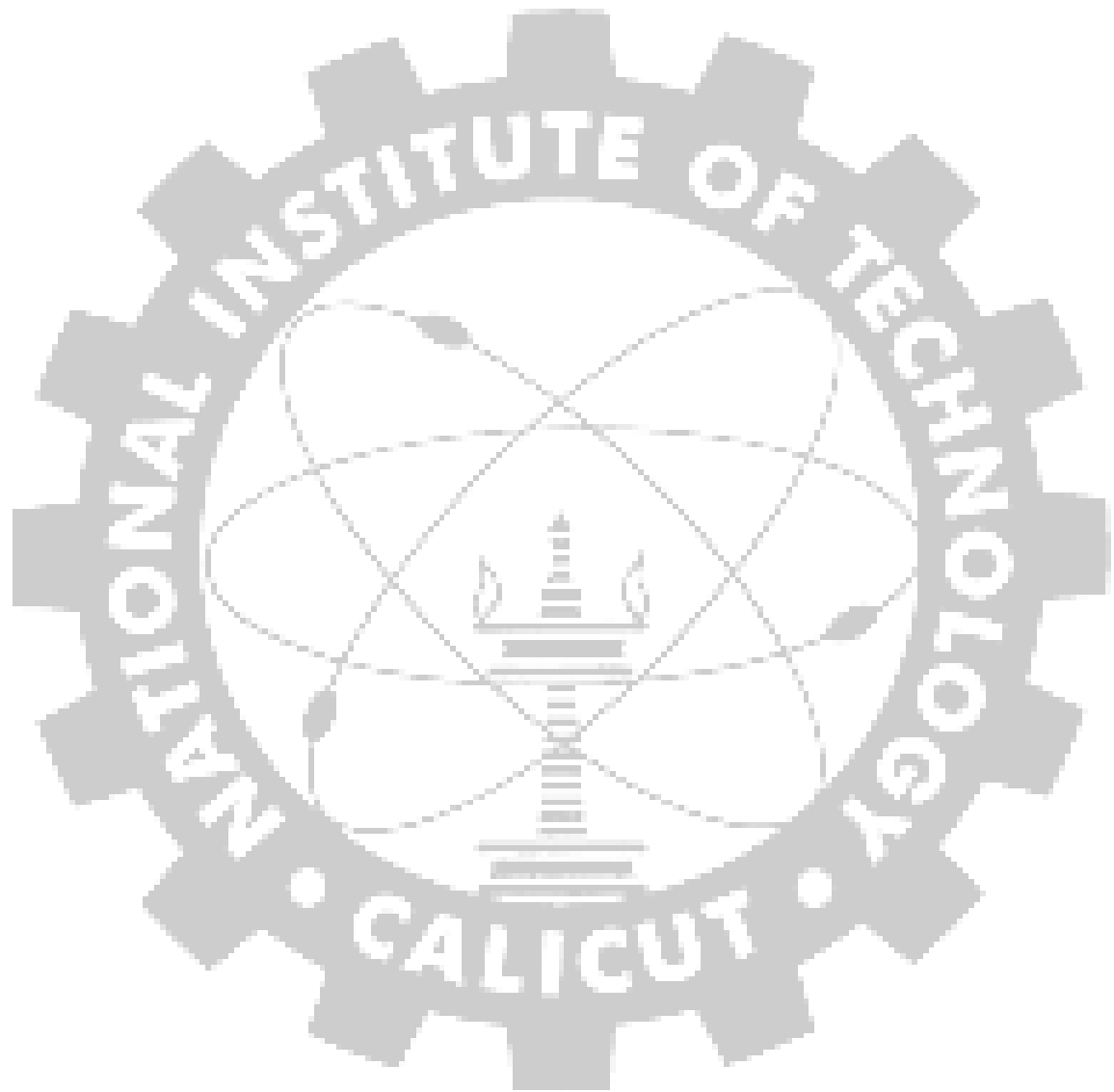
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## PREAMBLE

National Institute of Technology Calicut, established in 1961 as Regional Engineering College, (here after referred as NIT Calicut), has become an institute of national importance under the NIT Act 2007. Vide Para 6 of the Act, Institute is given the mandate to work for advancement of learning and dissemination of knowledge. Research is an important component of the activity along with the instructions. As an institution of national standing, it is the duty of the Institute, its administration, employees, and students to work for promoting learning, advancing research and creating innovations. Also, being a public funded Institution, the intellectual property generated at the institute will be with the Institute. National IPR Policy of the Union Government of India lays down seven objectives in which the role of institutions of national importance in generating intellectual property(IP), protecting IP and commercializing IP is greatly emphasized. This Policy document of NIT Calicut brings out the Institute's position regarding the ownership of intellectual property (IP) developed by faculty, staff, students and others who are linked with the Institute, along with the procedures for protecting the IP and for commercialization of such IP. The Policy covers all institute related activities on innovation, IPR generation, patent/copyright filing, and IP protection by linking to student education. Institute wants to expand its horizon in education and innovation to become a true destination for higher education in science & technology. The sylvan settings of the campus and the highly rich cultural heritage of the region placed in fast developing urban areas around it, with a vibrant connectivity to the other industrial destinations provide a necessary impetus for the growth. Institute is in the pursuit of developing state-of-art facilities to accomplish cutting edge research in the frontier areas of science, technology, engineering and management. The vision is to enable and nurture globally connected research and development activities with social and industrial relevance, to support the needs of the nation, in terms of inventions, innovations and products development. This IP Policy shall be guiding the Institute to proactively pursue innovations, prototype development and for the dissemination of knowledge for the benefit of humanity and contribute to the national prosperity. This policy will be reviewed periodically by the Institute to make it up to date and live.

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## **Chapter 1: INTRODUCTION, OBJECTIVE AND APPLICATIONS**

### **INTRODUCTION**

This Intellectual Property Policy Document (hereinafter referred to as the “IP Policy”) is meant to provide guidance for the staff, students, research scholars and others linked to the institute National Institute of Technology Calicut (hereinafter referred to as “the Institute”) on the guidelines and rules to be followed in regard to intellectual property rights (IPR) and obligations including the nature of intellectual property (IP), ownership of IP, exploitation of IP, transfer of technology and confidentiality requirements.

The faculty, research scholars, students and other personnel of NITC are actively engaged in various research and development activities of diverse nature. Many of these research and development leads to different forms of IP, which are likely to be commercially exploited unless protected by IPR. In this scenario, NITC facilitates and encourages to safeguards the scientific/technical innovations. The IP Policy of NITC aims to promote the innovations and facilitates to convert innovative works into IP. The Institute will organise workshops and awareness programmes periodically on IPR to sensitize the faculty and students. The IP policy is in order to safeguard the principles of academic flexibility, make available a fair share of the benefits to all those involved in the creation of IP and technology transfer and benefit materially from the generation of IP. The IPR Policy is expected to promote academic freedom for research and development and provide a beneficial environment to the IP creators with due incentive system.

The policy laid down in this document is expected to enhance the commitment of the Institute to provide an innovation eco system by which ideas, creative and artistic works, tangible results of R&D work, prototype etc. can lead to development of IP. It will also enable the Institute to make beneficial use of such developed intellectual property for the greatest possible benefit to the public, the Institute, and the inventors involved.

### **OBJECTIVES**

The objectives of the Intellectual Property Policy are:

- 1.1. to promote and safeguard the intellectual property interests of stakeholders (including all categories of faculties/employees/students) of the Institute, in the creation of intellectual property.
- 1.2. to make available a policy for the dissemination of the Institute's intellectual property for commercial use for general public, while safeguarding the interests of the inventors or licensees of such property.
- 1.3. to provide a transparent methodology for the ownership, control and transfer of the intellectual property created and owned by the Institute;
- 1.4. to set up and maintain an office to provide services for facilitating the commercial utilization of intellectual property generated by the stakeholders of the Institute, and to oversee the fair distribution of returns accrued.
- 1.5. to provide legal support, as the Institute deems necessary, to defend and protect the interests of the Institute's intellectual property against unauthorized use.
- 1.6. to evolve an institutional mechanism for Transfer of Technology (ToT), to disseminate the technologies, inventions, materials and products, developed by the Institute for commercialization through licensing.

#### DEFINITIONS

Intellectual Property: The term "intellectual property" used herein broadly means any property generated out of the intellectual effort of the inventor, either having proprietary value or protected by statute. In the case of copyrightable works, it must be fixed in a tangible form, and the creator or rights-holder is empowered by law to prevent others from copying this form.

#### 1.7. Intellectual Property includes:

1.7.1. Patents on new and useful scientific or technical advancement by way of inventions, discoveries, processes, computer hardware, unique materials, machines, devices, instruments, apparatus, circuits, plant varieties, semiconductors, including Biotechnology Inventions- recombinant products such as vectors, nucleotide sequences, micro-organisms etc.

1.7.2. Copyright in industrial and architectural designs, models, engineering drawings, integrated circuit layout designs; computer software, animations and visualizations, information technology products and processes including hardware and software features, original innovative or creative or artistic works and their derivatives or adaptations, whether dramatic,

musical, literary works, works of graphic or plastic art and cinematographic and animated films, teaching material for classroom and online courses such as courseware for distance education, original data and records of research, and undisclosed and/or unpublished information, etc.

1.7.3. Industrial Designs such as 2 dimensional and 3 dimensional shape or size or configuration which means only the features of shape, configuration, pattern, ornament or composition of lines or colours applied to any article whether in two dimensional or 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.

1.7.4. Trademarks, service marks, logos, etc.- 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 colours.

1.7.5. IC Layout Designs - 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.

1.8. Work for hire: work for hire is defined as any work commissioned by the Institute, from an inventor as defined by this policy for a consideration or otherwise, or from an external agency. In all such cases the ownership of the resulting intellectual property shall be assigned to the Institute in a written contract between the concerned parties.

1.9. Commercializable Intellectual Property: Commercializable intellectual property is that intellectual property which can be transferred to a commercial organization through patent licensing or confidentiality agreements for the purpose of exploitation on the market. Such property is to be safeguarded either under patent laws or by secrecy as is relevant and practical.

1.10. Inventor: "Inventor" refers to an individual or a group of individuals at the Institute, who make, conceive, reduce to practice, author, or otherwise make a substantial intellectual contribution to the creation of any intellectual property. "Inventor" includes an "inventor" in the case of inventions under Patent Law, an

“author” in the case of works falling under the Industrial Designs Law and/or Copyright Law. In the case of intellectual property owned by the Institute as work- for-hire, the inventor shall retain only the moral right to be identified as such, vide clause 3.2.

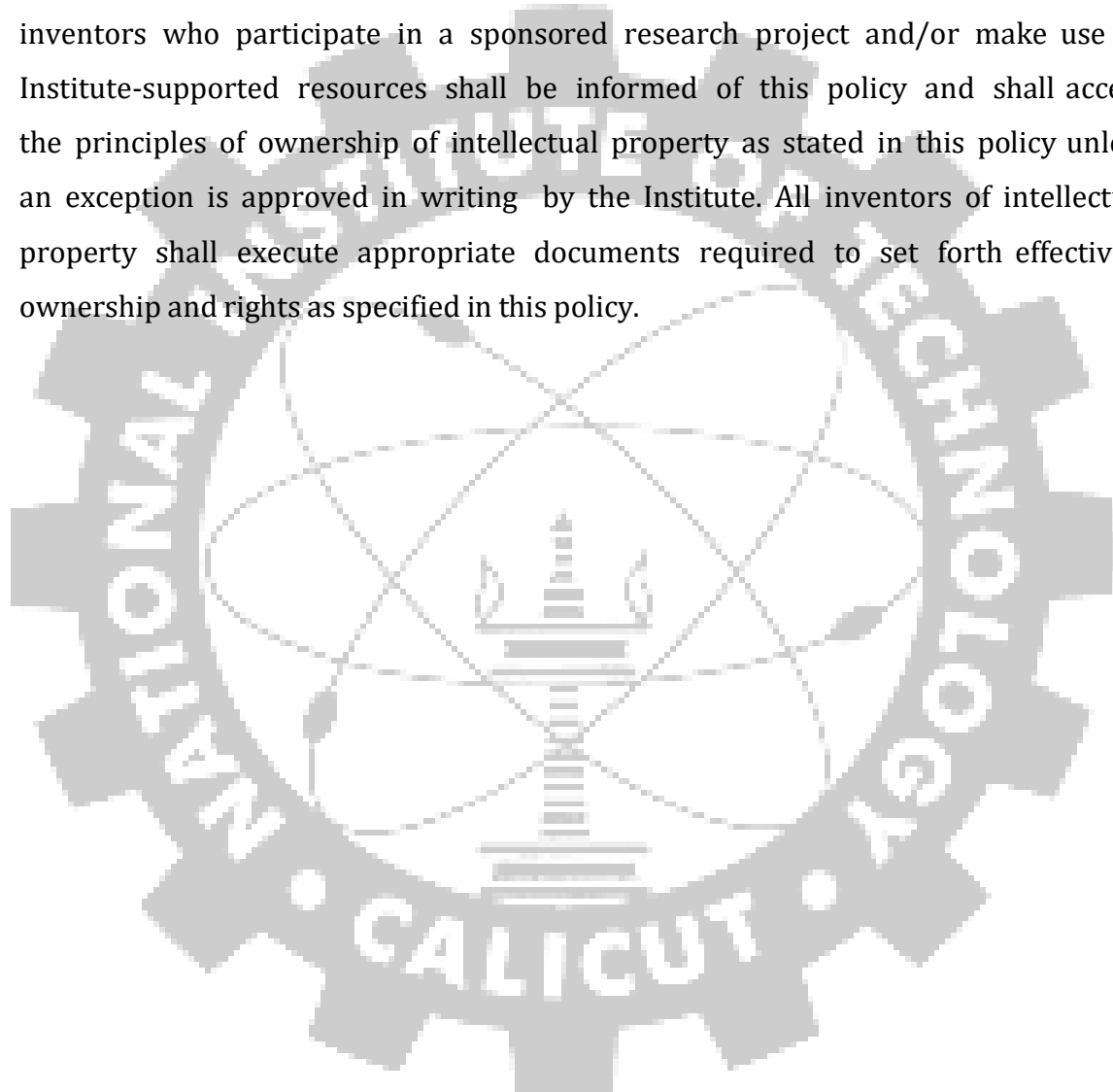
- 1.11. Students: The term “student” applies to all those registered for courses leading to a degree in the Institute and scholars enrolled in doctoral programmes. Rights in intellectual property produced by a student, whether in fulfilment of the requirements for an academic degree or not, shall belong to the student concerned or otherwise specified.
- 1.12. Usual Institute Resources: Usual Institute resources mean facilities such as office space, standard laboratory facilities, library, access to software, computers and networks, standard secretarial services, salary and perquisites.
- 1.13. Institute-Supported Resources: Institute-supported resources mean facilities and equipment, specific funding, use of intellectual property already owned by the Institute, requisitioning the time and labour of students and staff through Institute administrative channels, or at the Institute’s instance and expense, and remission by the Institute of any or all of the normal duties of staff or students to provide time or resources for the purpose of generating intellectual property. It is the responsibility of the Departmental Administrative Committee to evaluate instances of resource use for the generation of intellectual property and determine if significant use of Institute-supported resources has occurred. The inventors have an obligation to notify their Departmental Administrative Committee when they believe that their work involves more than usual use of Institute resources.
- 1.14. Trademarks and service marks: Trademarks and service marks mean distinctive words or graphic symbols or logos or a combination thereof, identifying the Institute as associated with, or as a source of, a product; or as a producer and/or distributor of goods or services. The use regulated by this policy refers to the identification, statement, or display of the Institute name, insignia, logo in any way that can reasonably be interpreted as implying endorsement, approval or sponsorship by the Institute or its officials.
- 1.15. Sponsored research: For the purposes of this policy, “sponsored research” shall be taken to mean a specific research project funded by an outside agency, whether non-profit or for profit, governmental or private, national or international. The term



„sponsored research“ will not apply to funds awarded by an external agency to a student, scholar, fellow or trainee for the support of education or research.

#### APPLICATION

The IP policy, that is amendable time to time, must be accepted by all the stakeholders of the Institute. It is also the policy of the Institute that all potential inventors who participate in a sponsored research project and/or make use of Institute-supported resources shall be informed of this policy and shall accept the principles of ownership of intellectual property as stated in this policy unless an exception is approved in writing by the Institute. All inventors of intellectual property shall execute appropriate documents required to set forth effectively ownership and rights as specified in this policy.



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## Chapter 2: OWNERSHIP OF INTELLECTUAL PROPERTY

### COPYRIGHTS

The Institute will not own the rights in copyrightable works such as books, articles, monographs, lectures, speeches, artistic works and other communications produced by staff in the course of research and teaching produced using usual Institute resources. In all other cases the Institute may accept assignment of the copyright in whole or in part depending on the degree of Institute-supported resources used in producing the copyrightable work.

The copyright in theses, dissertations, term papers, laboratory records and other documents produced by students in the course of study will belong to the student. The student will provide to his or her department a copy of the laboratory records, including software, of an investigation for a thesis or dissertation for use in teaching and research by the Institute.

Where copyright has not been assigned to the Institute, 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, or to possess a limited number of copies for such purposes, whichever is relevant.

Any copyrightable work generated as a work for hire will belong to the Institute as per the terms of the original contract.

Whenever software is created by Institute Personnel as part of his or her normal duties, the copyright would vest with the Institute, in accordance with Indian Copyright law.

- 1.1. When any of institute facilities/ assistance, mentorship or service of faculty members and or staff or themselves/ funds are used or when IPR is developed as a part of curriculum/ academic activity, or financial assistance is provided to file the patent by the institute, IPR is to be jointly owned by inventors and the Institute. (If inventors are not interested in start-up or technology transfer, and the Institute is paying for filing the patent, it is possible for the Institute to be the only owner of the patent. In this case, the Institute shall take steps to include the name of inventors in the patent certificate. An undertaking from the inventors in this respect is to be obtained at the time of filing the patent. It is possible to share the benefit arising as a result of technology transfer

with inventors if they are responding within a reasonable time to the invitation to be a party in the technology transfer. A committee shall be constituted to decide the terms and condition of technology transfer and benefit sharing with inventors.)

1.1.1. Inventors and Institute could together license the product/ IPR to any commercial organisation. License fees could be either/ or a mix of

1.1.1.1. Upfront fees or one-time technology transfer fees

1.1.1.2. Royalty as a percentage of sale-price

1.1.1.3. Shares in the company licensing the product

If one or more of the inventors wish to incubate a company and license the product to this company, the royalties would be no more than 4% of sale price, preferably 1 to 2%, unless it is a pure software product. If it is shares in the company, shares will again be 1% to 4%. For a pure software product licensing, there may be a revenue sharing to be mutually decided between the Institute and the incubated company.

2. On the other hand, if product/ IPR is developed outside the institute by innovators not using any institute facilities/funds, without compromising any of the academic, research and administrative duties (for staff and faculty) or not as a part of curriculum by student, then product/ IPR will be entirely owned by the inventors in proportion to the contributions made by them. In this case, inventors can decide to license the technology to third parties or use the technology the way they deem fit.
3. If there is a dispute in ownership, a committee with a minimum five members, consisting of two faculty members (having developed sufficient IPR and translated to commercialisation), two of the Institute's alumni/ industry experts (having experience in technology commercialisation) and one legal advisor with experience in IPR, will examine the issue after meeting the inventors and help them settle the issue, hopefully to everybody's satisfaction. Institute can use alumni/ faculty of other institutes as members, if they cannot find sufficiently experienced alumni/ faculty of their own. If still, parties are not satisfied, they can appeal to the Director, NIT Calicut. He/she can examine the reports of the

committee and also hear the parties and take the decision. His/her decision is final and binding. See Chapter 9 for the proposed structure for implementing ISPN at NITC.

4. If Institute is to pay for patent filing, before initiating the filing procedure, a thorough patent search shall be conducted, through patent data base/search engines, by the inventors and make a detailed comparative statement showing the claims. This document along with patent application will be submitted to CIEI through head of the department/school, and the CIEI may allot a priority number. Thereafter no similar idea/technology/process/design/product by any other stakeholder will be encouraged. The patent can be e-filed by self or filed through an approved agency/attorney. The patent filing charges will be met from project contingency fund (if available) or can be reimbursed from the Institute on submission of required documents.

5. Intellectual Property is owned by the Inventor(s) if:

The invention is made by the inventor (s) where there is use of usual Institute resources only. Usual Institute resources mean facilities such as office space, standard laboratory facilities, library, normal access to software, computers and networks, standard secretarial services, salary and perquisites. In all such properties, the inventor will retain the moral right to be named as such.

#### TRADEMARKS /SERVICE MARKS

Trademarks and service marks related to goods and services involving the Institute will be owned by the Institute. The Institute would allow the use of its name and trademarks owned by it to the Third party (ies) to whom IP has been licensed/assigned through a signed agreement on following conditions;

1.1. IP is intended to be used for the benefit of society.

1.2. IP is licensed/assigned with an undertaking from the licensee/assignee that IP will be used.

1.2.1. in a responsible manner to create a product/process conforming to environmental safety, and good manufacturing practices promoted by the Government of India and its regulatory bodies.

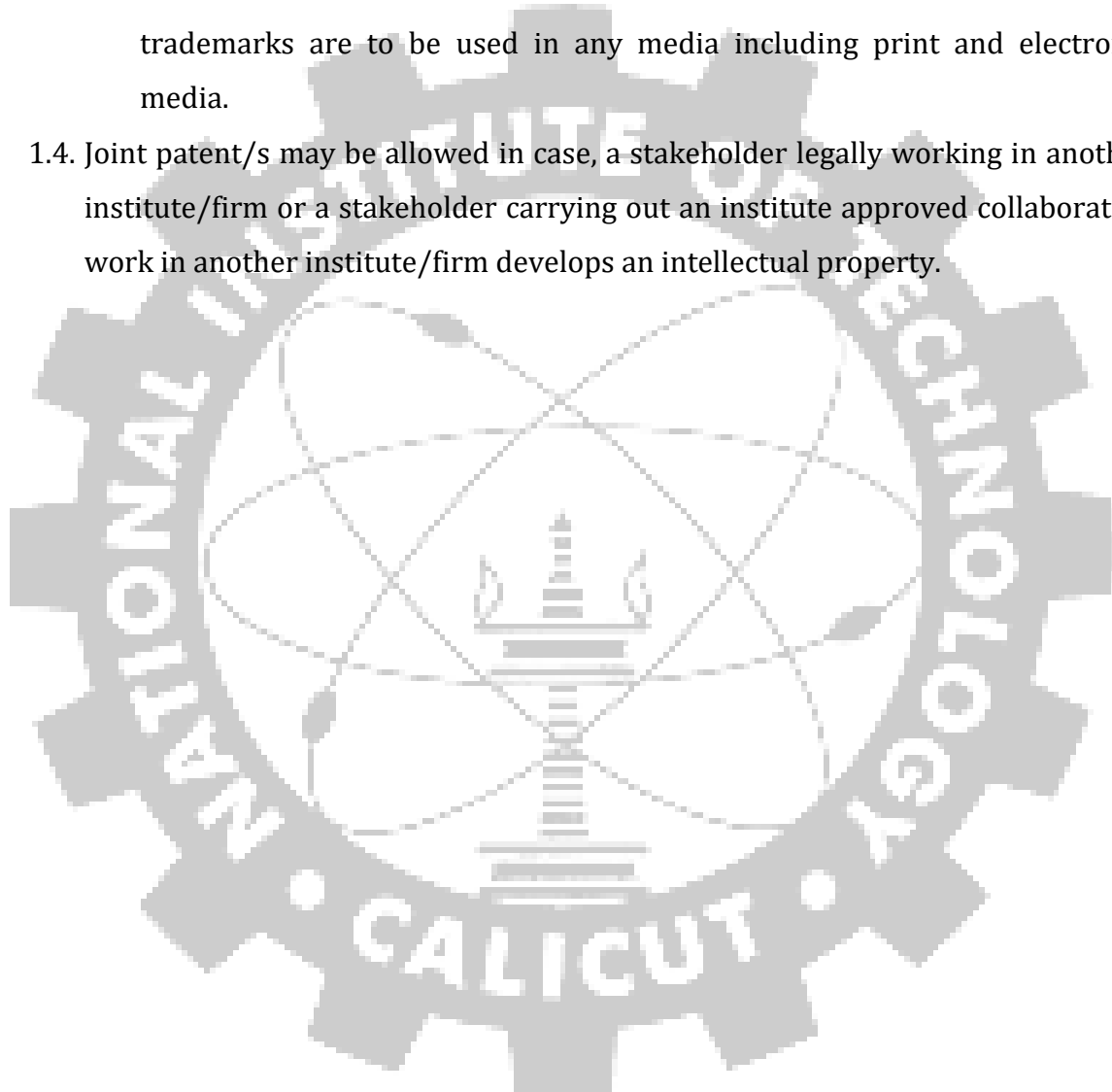
1.2.2. in promoting truthful claims and information, i.e. not for misleading the society or users.

1.2.3. without any liability to the Institute in case of misuse of IP or accidental damage accruing due to use of IP.

1.3. In no case IP will be used against the interest of Union Republic of India.

1.3.1. In all such cases, the licensee/assignee must take prior approval of the Institute about the manner in which the name of Institute and its trademarks are to be used in any media including print and electronic media.

1.4. Joint patent/s may be allowed in case, a stakeholder legally working in another institute/firm or a stakeholder carrying out an institute approved collaborative work in another institute/firm develops an intellectual property.



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## Chapter 3: INTELLECTUAL PROPERTY ADMINISTRATION

### DISCLOSURE

When the inventors believe that they have generated patentable or commercializable intellectual property using Institute-supported resources, they shall report it promptly in writing along with relevant documents and information to the Institute through the appropriate authority using the Invention Disclosure Form/prescribed form provided by the Institute. 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 inventor(s)“ of the property, and a statement of whether the inventor believes he or she owns the rights to the intellectual property disclosed, or not, with reasons. Where there are different inventors of components that make up a system, the individual inventors and their contributions must be identified and treated separately.

Having made the disclosure, the inventor shall maintain confidentiality i.e. refrain from disclosing the details, unless authorized in writing by the Institute, until the Institute has assessed the possibility of commercialization of the intellectual property.

#### 1.1. CIEI

The Centre for Innovation, Entrepreneurship & Incubation (CIEI) – is an initiative by NIT Calicut to foster innovation and entrepreneurship culture among the students, faculty and staff to enable them to transform their innovative business ideas into reality. The centre will provide a supportive entrepreneurial environment that accelerates the successful development of start-up companies through an array of adequate resources and services.

#### 1.2. IPR Cell

The IPR Cell of the Institute helps the students, faculty and staff know more about securing the IP rights. The cell joins with various agencies to conduct workshops and training programmes to make the people understand the significance of inventiveness in the research and the mechanisms for obtaining IPRs. The IPR Cell maintains the database of patent attorneys and a login in the website of Indian Patent Office. Activities also reach out to the start-ups in the TBI to guide them in protecting their business interests by adequately securing their IPRs.

### 1.3. *IPR filing*

1.3.1. Before initiating the filing procedure, a draft document will be submitted to CIEI through proper channel, and the CIEI may allot a priority number. Thereafter, no similar idea/technology/process/design/product by any other stakeholder will be encouraged by the Institute.

1.3.2. While submitting the patent application documents to CIEI, the inventor shall carry out patent search through Derwent or a similar platform and the report of the same shall be made available to CIEI. Based on the search report, the IPR cell shall ensure the patentability of the invention.

1.4. Patent can be E-filed by self or filed through an approved agency/attorney.

1.5. The patent filing charges will be met from Project contingency fund (if available) or can be reimbursed from the Institute on submission of required documents.

1.6. Before E-filing, the application will be scrutinized by Head of the concerned department and a subject expert acceptable to both Head and the applicant.

#### 1.7. Attorney filing Procedure

1.7.1. Take permission from the institute by giving patent disclosure forms and other necessary documents.

1.7.2. Patentability of invention by prior art search (by Inventors or through Derwent or similar patent search engine.

1.7.3. Three quotes are obtained for identifying the lowest quote with full support for your patent filing

1.7.4. Reviewed and scrutinized by IPR coordinator, Chairperson CIEI, request will be forwarded to Director for financial approval.

1.7.5. After the approval, expenditures will be covered on reimbursement basis.

### 2. *Evaluation of Disclosed Intellectual Property*

The Institute's IPR Cell will be equipped to address the needs of the inventors in the protection of the IPR. The Cell will evaluate the disclosure made by the inventor in the prescribed Disclosure Form and determine whether it is patentable or can be protected by any other IP form and whether there is a good prima facie case for believing that the intellectual property is commercializable. The IPR Cell will communicate the patentability status of the disclosed invention based on the patent

search report, along with the recommendation of the commercial aspects of the invention to the inventor within 30 days from the date of disclosure.

The CIEI will assess the cases of intellectual property which was recommended by the IPR Cell. If the Institute wishes to own and commercialize the intellectual property, it will take steps to commercialize the property through patenting or confidentiality. The Institute will appoint an Intellectual Property Attorney as their Official Attorney for providing technical and legal assistance for the drafting, filing and prosecution of IP applications. The intellectual properties recommended by the IP Cell for filing will be forwarded to the Attorney for drafting and filing the application at the appropriate IP Office. All the expenses for the drafting, filing and prosecution of Institute owned intellectual property will be borne by the Institute.

In the cases the IPR Cell finds the Intellectual Property does not seem to be patentable and the Institute is not willing to commercialize the intellectual property, the Institute will record the fact of creation of intellectual property without prejudice to the rights of the inventor(s) and hold all information communicated in this regard by the inventor as secret and confidential. In such case, if the inventor(s) feel that it is worth protecting, they are free to file Patent or register as other IP through the Attorney of the Institute and expenses for the same shall be borne by the inventor(s). 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.

#### FILING OF APPLICATIONS IN FOREIGN COUNTRIES

The Institute may consider requests for filing of Patents in foreign countries based on the merit of the IP. In such cases IP Cell may evaluate the commercial potential of the IP in the countries proposed for filing before proceeding for filing PCT application.

#### RENEWAL OF PATENTS

The Institute shall pay the Patent Fees for the first seven years in all cases where Patent is taken by the Institute. However, the Institute after due evaluation on the strength of the patent through the IP Cell can decide on further continuance/maintenance of the patent appropriately considering clause 6 (e).

#### ACKNOWLEDGEMENT

The inventors of Institute-owned intellectual property shall retain their moral right to be identified as such unless they specifically waive this right in writing.



## RESPONSIBILITIES OF DEPARTMENTS

Each department will administer Institute policy as defined herein through its Departmental Administrative Committee. In particular each inventor 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 CIEI.

## AUTHORITY OF CONTRACTS

All Commitments, Agreements, Memoranda of Understanding etc. relating to commercialization or exploitation of Institute-owned intellectual property will be granted in the name of the Institute by the Director on behalf of the Institute.

## IPR FUND

The Institute shall examine to institute an "IPR Fund" by accumulating part of the revenue generated from licensing/assigning and other resources to support IPR activities of the Institute. Institute would also invest corpus amount every year to encourage filing and registering of IPR(s). The IPR fund will be managed by IPR Cell of Institute. Initially, an appropriate fund will be provided by the Institute for meeting the operating expenses of the center.

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## **Chapter 4: COMMERCIALIZATION OF INTELLECTUAL PROPERTY**

Commercialization of IP is generally carried out via licensing or assignment. A licensing agreement is a partnership between an IPR owner (licensor) and another who is authorized to use such rights (licensee) in exchange for an agreed payment (fee or royalty) whereas assignment of IP involves transfer of ownership irrevocably and permanently to the assignee by the assignor.

### **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 inventor discloses the nature and particulars of the intellectual property they have created to the Institute in the prescribed Disclosure Form Zero plus sixty days (two 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 inventor shall provide all necessary data and documents for filing the patent within 10 days of the notice served by the Institute intimating its decision to patent. Should the Institute fail to inform the inventor of its decision within the said deadline, the inventor, 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 commercialised, all rights and responsibilities in it will revert to stand a good chance of being commercialised within the next year, in which case the Institute opts to pay for another year of protection and retains the rights for that year.

**Zero plus six years:** After the end of the sixth year, if the intellectual property is still not commercialised, all rights and responsibilities in the property will revert to the inventor, subject to any contractual agreements with a 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 inventor at a mutually agreeable date with notice of three months of its intention to do so. If the property is commercialised subsequently, the inventor may be required to pay a royalty to the Institute.

#### 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 inventor through the grant of exclusive/ non-exclusive licenses, or assign its ownership rights to third parties/ inventor safeguarding the interests, financial or otherwise, of the Institute. 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.

#### INFORMING INVENTORS OF DECISIONS

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

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.

#### TRANSFER OF TECHNOLOGY (TOT)

The Institute shall strive to market the IP and identify potential licensee(s) for the IP to which it has ownership. The inventor(s) are expected to assist in this process. The Institute may contract the IP to Technology Management Agencies (Government/Private), which manages the commercialisation of the IP. In order to safeguard the Intellectual Property of the Institute, it is essential to enter into a Confidentiality and Non-disclosure Agreement with the Industry as a prerequisite for permitting the Industry to carry out the examination of the Intellectual Property of the Institute for validating the claims about the technology. If the Potential ToT recipient industry(ies) are interested in obtaining the sample of the product developed for carrying-out an examination, it is essential to enter into Product/Prototype/Material Transfer Agreement as a pre-requisite for providing the material to the Industry to safe-guard the Intellectual Property of the Institute. In the final ToT Licensing agreement between the Institute and the recipient industry (ies) shall consists of details about the Licensing regions, ToT/Royalty fee, period of validity, handholding support required, arbitration clauses, performance guarantee and License Revocation etc. If full/partial development requires expensive infrastructure (not available within the institute) or a large fund is required, then prototype/s shall be developed and further development must be through MoU based collaborative development. In such chases mentoring charges shall be paid by the industry(ies) to the Inventor/s from the Institute. A similar procedure will be followed, in case large data is required for a study, which needs to be obtained from another Institute/Industry(ies). If the Institute is not able to commercialise the IP in a reasonable timeframe, then it may reassign the rights of the IP to the inventor(s) of the IP. Alternatively, if the Institute has not been able to commercialise the creative work in a reasonable time frame, the inventor(s) may approach the Co-ordinator, IPR Cell, for the assignment of rights of the invention(s) to them.

#### REVENUE SHARING

Except as otherwise provided in this policy, the following scale would apply to apportion, among the Inventor(s) and the Institute, any Technology Transfer Fees,

Lump sum payments, and Royalty(ies) received through the Technology Transfer, Licensing, and Commercialization efforts of the Institute-owned IP. The guidelines for the Royalty calculations and Royalty are provided in annexure I & annexure II.

- 1.1. *Apportionments amongst Individual Inventors:* Where more than one Inventor is involved, initial responsibility for agreeing to the division of the Inventors' share of revenue amongst them shall lie with those Inventors. The revenue would be shared based on the apportionment provided by the concerned Institute Faculty or primary Inventor.
- 1.2. *Leaving employment of the Institute:* Cessation of employment either by resigning, retirement, or completion of project/course, under normal circumstances, will not affect an individual's right to receive a share of "Royalty(ies)", provided the IP/revenue was generated during the due course of their employment or association with the Institute. Such cessation shall not also absolve the Institute Personnel from their obligations towards confidentiality or the procurement/registration of IP in so far as executing necessary documents and/or assisting attorneys of the Institute towards the objectives of the Institute are concerned.
- 1.3. *Death:* In the case of the death of the Inventor, any due share of the revenue will be paid to the legal representatives of the deceased.
2. The guidelines for the Royalty calculations and Royalty are provided in annexure I & annexure II.

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## Chapter 5: RECORD KEEPING PROCEDURES

It will be the responsibility of the Heads of Departments/Centres or persons authorized by the CIEI to ascertain for the purposes of this policy which facilities/resources used for the purpose of generation of intellectual property by an inventor in a given Department should be construed as usual Institute resources and which should be construed as Institute-supported resources, and to maintain records of the course of development of intellectual property involving such resources.

It will be the responsibility of an inventor to systematically collect and archive all data and details generated by the inventor in the course of creation of intellectual property which should be systematically recorded in the concerned Department as outlined below:

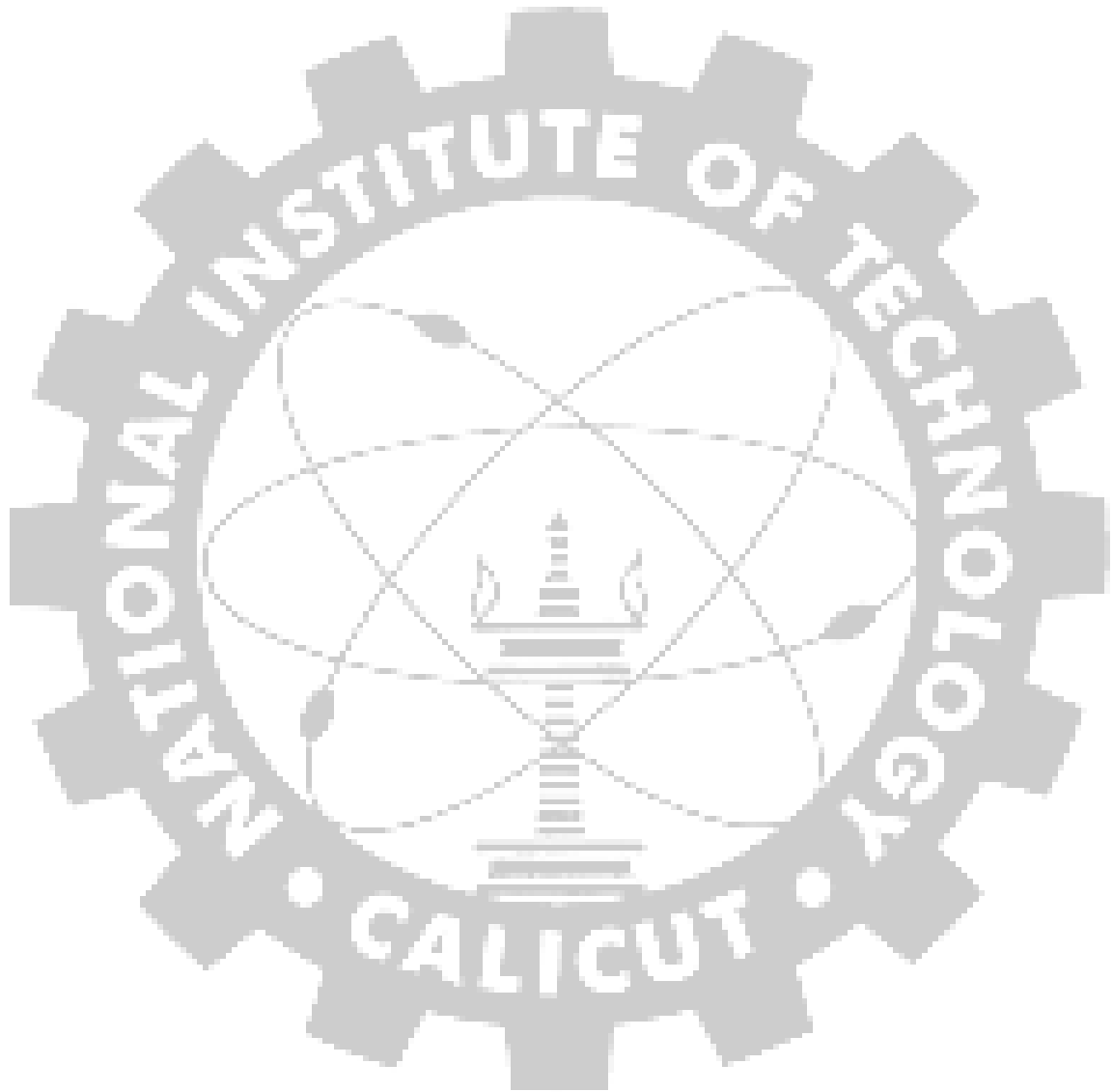
- 1.1. All laboratory records shall be entered in indelible ink in bound volumes marked "PRIVATE & CONFIDENTIAL" with all pages serially and permanently numbered, without mutilations or insertions.
- 1.2. All blank spaces between successive entries should be cancelled as if they were deletions and authenticated with the inventor's initials and date.
- 1.3. Precise descriptions of all actions and experiments carried out should be provided. Ideas or suggestions should be headlined as such, so as to clearly differentiate them from work actually performed.
- 1.4. No abbreviations or terms, except where their use is standard practice in that particular discipline, should be used, unless clearly explained in a table at the front or back of the book.
- 1.5. Crucial data or descriptions of experiments which relate to valuable inventions or discoveries should be signed and dated by the inventor, supervisor, or coordinator of the project.
- 1.6. Modifications, if any, should be made by drawing a line through the deleted matter and writing „cancelled“ beside it. The corrected data (clearly marked as such) should be entered immediately below, authenticated by the inventor with initials and date.
- 1.7. Samples of new products or of products produced by a new method should be preserved if possible and photographed for the record. All photographs should be dated and signed by the inventor on the reverse.

## CONFIDENTIALITY REQUIREMENTS

The inventors involved in the development of Institute-owned intellectual property should maintain strict confidentiality in dealing with all relevant information relating to the intellectual property concerned. The following guidelines should be followed when dealing with confidential information in the context of third parties such as commercial organizations:

- 1.8. 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.
- 1.9. When a third party is interested in commercializing 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 commercialize 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.
- 1.10. Third parties must obtain express authorization in writing from the Institute to commercialize/exploit the intellectual property. Confidentiality agreements will continue in force even if the commercialization 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.
- 1.11. If running royalties are to accrue to the Institute and the inventor, 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.
- 1.12. 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 inventors or are bound by confidentiality agreements.

1.13. 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.



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## **Chapter 6: 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.

### **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 Director of the Institute taking into consideration this fact.

### **DISPUTE RESOLUTION**

Regarding the disputes in the ownership of ideas, students, faculty, and staff can file complaints to the chief coordinator (I, E & S) through department heads. The chief coordinator (I, E & S) can forward the complaint to the dispute managing committee to review the same. The dispute management committee is a five-member committee consisting of two faculty members (having developed sufficient IPR and translated to commercialisation), two of the institute's alumni/industry experts (having experience in technology commercialisation) and one legal advisor with experience in IPR. They will examine the issue after meeting the inventors and help them settle this, hopefully to everybody's satisfaction. Institute can use alumni/ faculty of other institutes as members, if they cannot find sufficiently experienced alumni/ faculty of their own. This structure of the dispute management committee is as per the NISP-2019 (see Section 4, Paragraph c of NISP-2019). In case, the decision by the dispute committee is not acceptable, inventors can request Chair CIEI to re-review the case.

## RIGHT TO REGULATE POLICY

Subject to approval by the Board of Governors, the CIEI shall have the responsibility for interpreting these policies, resolving disputes concerning the interpretation and application of these policies and recommending changes to the policy from time to time as experience suggests the desirability of such changes. All changes to this policy, or decision on any other matters not explained in this Policy shall be with the approval or ratification by the BOG.

## 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 High Court of Kerala only and shall be governed by the appropriate laws of the Union Republic of India.

## WAIVER OF THE CONDITIONS OF IPR POLICY

The Institute shall have the discretion to waive or vary any or all of the provisions of this IP Policy, or any of the rules or guidelines framed there under, in a particular case. Such discretion shall lie solely with the Director of the Institute and on case to case basis. A waiver on one occasion and for a particular case shall not set a precedent for waiver or variation of the same from the policy.

## AMENDMENTS

- 1.14. This Policy is a living document and shall subject to changes from time to time by the Institute.
- 1.15. Proposal for Changes if any will be forwarded by IPC though CIEI for the initial approval of Deans, HoD and centre chairs committee.
- 1.16. The recommendation will go for approval of the BoG
- 1.17. The BoG has the power to overrule any condition articulated in this document.

## IMPLEMENTATION

This Policy is effective from a date as will be decided by the Board of Governors. The formal review will take place periodically or as directed by the Board of Governors from time to time.

## ANNEXURE I : ASSESSMENT OF ROYALTY FEE

1. Upfront fees or one-time technology transfer fees
2. Royalty as a percentage of sale-price
3. Shares in the company licensing the product

If one or more of the inventors wish to incubate a company and license the product to this company, the royalties would be no more than 4% of sale price, preferably 1 to 2%, unless it is pure software product. If it is shares in the company, shares will again be 1% to 4%. For a pure software product licensing, there may be a revenue sharing to be mutually decided between the institute and the incubated company

The upfront fees, an MoU will be arranged among three parties

1. The Institute
2. The Inventor(s)
3. The Industry

For upfront fee calculation and royalty, the inventor can approach the TBI to carry out a market survey regarding the need and selling projections. Based on this survey the upfront fee will be calculated or in other case the 9.5% of sales price as royalty.

A limit of 9.5% is suggested so that Institution has no legal liability arising out of the start-up. The Institution should normally take much lower equity share, unless its full-time faculty/ staff have substantial shares.

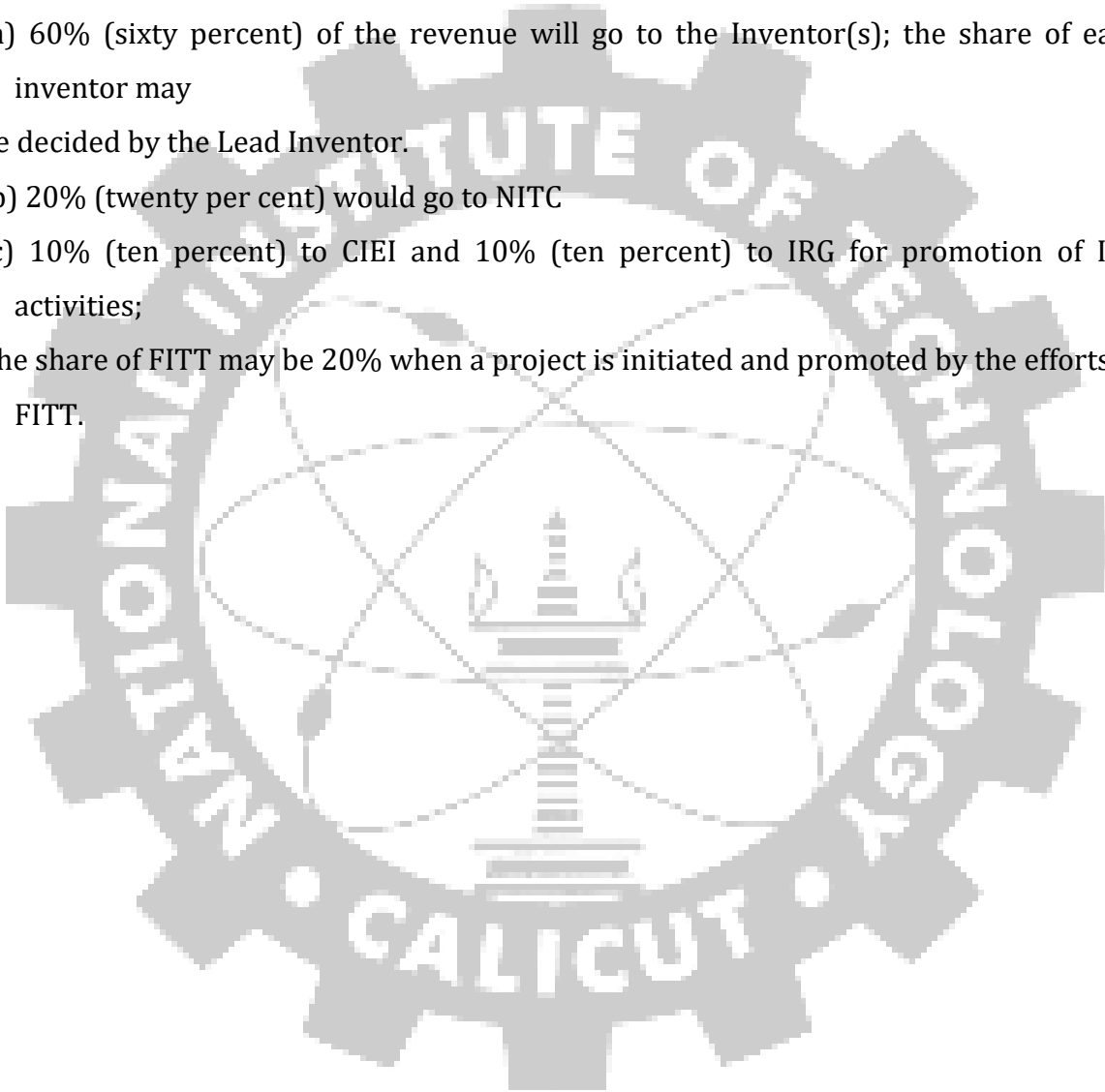
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## ANNEXURE II: NORMS FOR ROYALTY SHARING

As of now, the income generated by licensing/assigning of IPR or on receipt of royalties associated with technology transfer / specific innovation programs shall be divided as follows:

- (a) 60% (sixty percent) of the revenue will go to the Inventor(s); the share of each inventor may be decided by the Lead Inventor.
- (b) 20% (twenty per cent) would go to NITC
- (c) 10% (ten percent) to CIEI and 10% (ten percent) to IRG for promotion of IPR activities;

The share of FITT may be 20% when a project is initiated and promoted by the efforts of FITT.



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