

Dr B R Ambedkar National Institute of Technology Jalandhar

INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY

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Preamble

Intellectual property (IP) refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce. IP is protected in law by, for example, patents, copyright and trademarks, which enable people to earn recognition or financial benefit from what they invent or create. By striking the right balance between the interests of innovators and the wider public interest, the IP system aims to foster an environment in which creativity and innovation can flourish.

Research conducted by the faculty/students of Dr BR Ambedkar National Institute of Technology Jalandhar in different field of Science, Engineering and Technology leads to evolution of intellectual property (IP) in the form of Patents, Technical know-how, Copyrights, Design, etc. The intellectual property in form of newly developed instruments/devices, process/product/software, video courses and others, improve the commercial and socio-economic value of the institute. The Institute, therefore, encourages the protection and licensing of such IP's which can effectively utilize the same for commercial purpose and the public welfare. Intellectual property could result either from own research or supported by Government agencies/Industry/ Independent research organizations/labs, joint research by the other Institutes etc.

This document states the policy of the Institute with respect to protection, ownership and licensing of IP's generated by the employees/students of the Institute with/without external funding.

The Intellectual Property (IP) Policy

This IPR policy is to be followed in all matters related to IPR's at the Dr B R Ambedkar National Institute of Technology Jalandhar ('Institute'). In view of the evolving nature of the IP scenario, this policy may be modified from time to time to suit the emergent needs. Office

of the Dean (Research and Consultancy) will process all IPR related matters addressed in this policy.

This IP policy applies to all Institute employees and students, regular or contractual including those working in research projects.

1. Objectives

The objective of this policy document is to lay down the policy to:

- a. Facilitate, encourage, promote the research and technological investigations and other creative endeavors in the area sciences and humanities etc.
- b. Safeguard the legitimate interests of faculty/students of the Institute and the society.
- c. Lay down a transparent administration system for the ownership control and assignment of intellectual properties and sharing of the revenues generated by such IPs.

2. Definitions

The meaning of the terms in these rules are as given below, unless the context otherwise requires.

- a) Intellectual Property – For the purpose of this document, “Intellectual Property” broadly includes any property generated out of intellectual effort of the creator(s). It includes but not limited to:
 - (i) New and useful scientific and technical advancement in the form of innovations, inventions, products and processes, computer hardware and software combination, materials, biological varieties etc. which are protectable under patents.
 - (ii) Industrial and architectural designs, models, Aesthetic aspects or outward appearance that is applied to a product, 2D like patterns, lines, composition, colour; or 3D like shape; or combination of both 2D and 3D etc which are protectable under design act.

- (iii) Drawings, software, creative, artistic and literary works, teaching resource, materials generated records of research etc., which are copyrightable.
 - (iv) Trademarks, service marks, logos etc.
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- b) "Patent" means a patent granted under the provisions of the Indian Patents section 159 of the Patents Act, 1970.
 - c) "Patentee" means the person for the time being entered on the Register of Patents kept under the Indian Patents Act as the generator or proprietor of the patent.
 - d) "Copyright" means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work.
 - e) "Creator" means any employee/student of the NITJ who is responsible for the creation of an Intellectual Property.
 - f) "Institute" means the Dr B R Ambedkar National Institute of Technology Jalandhar.
 - g) "Director" means the Director of the Dr BR Ambedkar NITJ.
 - h) "IPR" Intellectual Property Rights (IPR): defined as ideas, inventions, and creative expressions based on which there is a public willingness to bestow the status of property. IPR provide certain exclusive rights to the inventors or creators of that property, in order to enable them to reap commercial benefits from their creative efforts or reputation.
 - i) "IPR Committee": The committee constituted by the Director from time to time to evaluate and make recommendations regarding IP related issues. However, primary members of the committee will be Head, IP Cell and Dean (R&C).
 - j) "Revenue": is any payment received as per an agreement by the Institute usually for legal use of an Intellectual Property through a license.

3. Ownership

3.1 Institute shall be the owner of all intellectual properties (IP), unless specific agreements/contracts are entered with other funding agency or sponsor. IPR should be filed in the name of Dr BR Ambedkar National Institute of Technology Jalandhar, as an applicant and creator as an inventor.

3.2 Specific provisions related to IP made in contracts governing the collaborative activity shall determine the ownership of IP arising out of sponsored or collaborative research, or consultancy assignment. The MoU/Contract for such a project may require;

- a) Joint ownership of such IP between NITJ and the sponsor, or
- b) Full ownership of such IP by the sponsor, or
- c) Exclusive licensing of such IP owned by the Institute to the sponsor or its nominees,
or
- d) A separate agreement/contract to be entered into at a later date consequent to creation of such IP, for exclusive/non-exclusive ownership/licensing of the IP.

In all these cases, the contract/ agreement/MOU will specify conditions such as right of first refusal to such IP if applicable, the fee/royalty payable for ownership/licensing of such IP as applicable, and also specify how the patent filing, registration and maintenance costs will be borne by the sponsor and/or the Institute. When a faculty/staff enters into an agreement for undertaking sponsored research or consultancy, they are required to assist the Institute to determine which of the above options is applicable to the particular project given the nature of research proposed to be undertaken, the degree to which prior relevant expertise of the researchers and Institute facilities are leveraged, and the amount of funding provided.

3.3 If an IP is created as a result of a sponsored research project or consultancy assignment/project where the contract/MOU/agreement does not specify the ownership and/or licensing of such IP, the Institute and the sponsor shall jointly own the IP. The Institute may however, if it deems appropriate, enter into a separate agreement/contract with the sponsor for licensing the IP to it, which will specify payment of additional fees/royalty.

3.4 An employee of the Institute who is on sabbatical or other forms of long leave, or a student who is on leave or completed his study or an employee permitted by the Institute to be

employed in an organization, and who is engaged in research in another organization with the permission of the Institute, in such case the IP so created by the employee/student shall follow the IPR rules of the institute for commercialization and technology transfer of the IPR.

3.5 Ownership of copyright of all copyrightable work including books and publications shall rest with the creator of the original work as an Author with Dr BR Ambedkar National Institute of Technology Jalandhar as an owner. Institute shall be the owner of the copyright of work, including software, created with significant use of Institute resources. All Ph.D. theses are to be copyrighted with a copyright note: “©Dr B R Ambedkar National Institute of Technology Jalandhar (year). All rights reserved”.

3.6 Industrial design must be filed in the name of Dr BR Ambedkar National Institute of Technology Jalandhar or with Dr BR Ambedkar National Institute of Technology Jalandhar (as a first name) and designer(s) (as a second name) with address of Dr BR Ambedkar National Institute of Technology Jalandhar. Name of the other designer (s) from other institute of joint research can be added consequently.

4. Evaluation and Management of IP

The Dean (R&C) of the Institute will look after the evaluation, protection, marketing, licensing and managing the IP generated at the Institute. The creators of the IP shall provide all the necessary information to Dean (R&C) at every step. Creators are required to strictly examine the novelty and inventiveness of proposed IP from the free patent search engines or equivalent.

Step 1: Submission of information: Submission of the application to the Office of Dean (R&C) in the prescribed format (Annexure–I) along with abstract, drawing (if any) and key words. Same shall be submitted by hard copy in enveloped marked, ‘Confidential Invention Disclosure for Patent Filing’.

Step 2: Patentability search: In normal course, patentability search will be executed through *Punjab State Council for Science & Technology (PSCST), Chandigarh*. A processing fees of Rs 2500/- for the patentability search may be incurred from PDA of the concerned faculty or through TEQIP III.

Step 3: Patent application drafting/filing/Prosecution and Maintenance: On getting the patent search report, the creator will submit an application to provide financial assistance to file the IPR. The Institute will assist in the protection of the IP and will facilitate the inventor in acquiring the IPR taking the services of **Patent Facilitation Centre (PFC)** or patent attorney/law firm if required. Institute will allow a financial assistance to the inventor up to a maximum amount of Rs 75,000/- (inclusive of Govt. fees, attorney charges, taxes etc) for Patent Filing & Prosecution Fees. This may be reimbursed by the institute from the PDA account of the faculty. If PDA is exhausted then funding will be made through TEQIP III. However number of Patents through TEQIP-III will be limited to one patent per year. However, faculty members are advised to select attorney/law firm having previous experience of filing patents in the respective area/domain in which the patent is intended to be filed. For general guideline, **Annexure II** can be referred for the processing of patent.

Creator(s) are encouraged to file a provisional patent as soon as possible in order to protect their rights to the IP. If the creator(s) feels to freeze priority date immediately without following the patent search procedure the creator can pay for the cost of provisional filing from (a) the funds of the research project resulting in the IP, or (b) personal financial resources of the creator(s) and seek refund of the same in due course. In such cases the applicant will submit all relevant documents to the office of Dean (R&C) within one month. Decision of Dean R&C for financial assistance shall dependents upon the merit of the case.

In case the contract/agreement/MOU with a sponsor specifies that the sponsor will manage the process of filing of patents and bear the associated costs, the creators will provide information to the Office of Dean (R&C). Progress of the application through various stages, such as National filing, International filing, licensing etc. should be informed to the Office of Dean (R&C) by the creators as and when the creators become aware of such progress. For patents which are based purely on theoretical ideas and do not involve use of institutional resources and inventors wish to file patent in their own name, at their own expense, they may apply to Dean Office and get No Objection Certificate for filing patent in their own name.

IPR Cell in Dean (R&C) to be the repository and custodian of all IP related records/correspondence and IP files. All details, fee receipts and technical specifications shall be kept with IPR cell for record. Patent filings shall be carried out within India and under

National/International filing depending upon commercial potential of invention and availability of funds, on case-to-case basis. A decision on the annual renewal of IP rights will be taken by a committee constituted by the Dean (R&C).

5. Confidentiality of IP

Every creator in the group as well as everyone involved in the protection process will not disclose the details of the IP to any person/organization without prior written permission of the Institute. A non-disclosure agreement shall be signed by the person/organization, with whom the information is being shared.

6. Licensing of IP

Institute, through its Patent Cell, or empanelled attorney, or the creator(s) on his/her own may approach external agencies for licensing of IP owned by it. All agreements shall be signed by the Dean (R&C) and the creator(s) of the IP being transferred, on behalf of the Institute. In case of IP involving more than one creator, a coordinator from among the creator(s) shall be identified by the creators, for IP protection purposes. At this stage, all members of the group of creators shall sign a revenue sharing agreement for the IP being transferred. Notwithstanding revenue generation is through commercialization of IP. This revenue sharing agreement may be modified at any time on mutual consent among the creators and intimated to the Dean (R&C). Any conflict with regard to revenue sharing among the creators will be resolved by the Institute which is binding on all the creators of the IP.

7. Revenue sharing

The revenue sharing between the Institute and the creator(s) shall be 50:50 after deducting the expenses involved in the filing and maintaining of IP, irrespective of whether the expenses are borne by the Institute or the creator(s) from their own funds. The expenses shall be reimbursed to the Institute or creator(s) as applicable.

Any contract/ MoU signed by the Institute with the sponsoring agency based on which the IP is generated, or with any patent filing organization, may supersede provision under this clause.

8. Exception in case of IP unrelated to official work

Creator(s) may apply to the Institute for permission to patent/ license know-how transfer to organizations by themselves, when such IP is not related to the official duties/roles of the creator in the Institute. Such IP will be typically in an area totally unrelated to the professional expertise of the creator for which the Institute has employed him/her. IPR Committee will examine the proposal and recommend whether or not the request by the creator(s) can be acceded to. If on the recommendations of the Committee the Director permits the creator(s) to own/protect/license the IP independently, the creators will be the sole beneficiary of all earnings from such IP and no amount therefrom will be payable from the revenue generated through IP by the creator(s) to the Institute.

9. Agreements and Contracts

- (i) In any contract with the licensee, Institute shall obtain indemnity from legal proceedings against the Institute including its employees, without limitation, due to reasons including but not limited to manufacturing defects, production problems, design guarantee, up gradation and debugging obligation.
- (ii) Generally Institute shall obtain, through appropriate agreement, indemnification from the organization to which IP is transferred, against any direct or third party legal liability arising out of commercial exploitation of IP.
- (iii) Any computer software developed and distributed by the Institute either through public domain or commercially, shall have explicit disclaimer against any liability arising out of the use of software by any user.
- (iv) Institute shall retain the right to engage in any litigation concerning patents and license infringements.

10. Dispute Resolution

In case of any dispute with regard to IP policy, the decision of the Institute shall be deemed final and binding.

11. Jurisdiction

As a policy, all agreements to be signed by the Institute will have the jurisdiction of the courts in Jalandhar and shall be governed by appropriate laws in India.

Application to Initiate Protection of IPR

1	Name of Investigator(s)/Creator(s) or Co-Investigator(s) and their affiliation: (Mention if any other Institute/University/R&D Center or Individual(s) etc. involved)	
2	Department and other department(s) in case of Joint Research	
3	Type of Proposed IP: (Patent/ Copy Right/ Design etc. or Combination e.g. Patent and Design)	
4	Title of the Proposed IP:	
5	Brief Description of IP along with Key Words (in 500 words attach separate sheet duly signed by all Investigator(s) /Creator(s) or co-investigator in sealed envelope along with prior tentative search on free search engines)	
6	Expected Outcomes of Proposed IPR: in terms of anticipated business profit (attach separate sheet)	
7	Institute Facilities Used (Yes/No): e.g. Computer/Stationary/Lab facilities /software/ Internet/Infrastructure etc.	
8	Whether Proposed IPR is a Part/Subpart of: Ph.D. Thesis/ M. Tech Thesis/ B. Tech. Project, sponsored project or consultancy etc.	
9	Funds Required: a) National /International IPR Search b) Official fees for filing of provisional or complete specification, publication, PCT, drafting charges, annual maintenance fee of granted IPR, Prototype development aid, Licensing fee, travel grant to visit IPR office in case of hearing etc.	
10	Expected expenditure required: (Provide budget breakup if necessary)	

Note: in all cases applicant of IPR shall be the Director, Dr BR Ambedkar National Institute of Technology Jalandhar except 'No' at point no 7

It is certified that the above information is true and correct and best of my knowledge and noting relevant has been concealed therein. In case any of the information given above is found false/incorrect at any stage my IPR rights may be withdrawn, and I shall be liable for appropriate disciplinary action.

Place and date:

Signature of **Investigator(s)/Creator(s) and Co-Investigator(s)**

HOD

IPR Cell

Dean R&C

