

INTELLECTUAL PROPERTY RIGHTS POLICY OF GOVERNMENT ENGINEERING COLLEGE THRISSUR

1. PREAMBLE

Government Engineering College Thrissur (GECT) has dedicated itself in providing the technical manpower and know-how with a mission of remaining one of the leading centers of teaching, research and extension in Engineering and Technology through total commitment to excellence in every endeavour.

Intellectual property plays an important role in providing a competitive edge to an organization. The intangible assets of an organization - such as know-how, inventions, brands, designs and other creative and innovative products - are, today, often more valuable than its physical assets. Keeping this in mind, this Intellectual Property Rights Policy Document (hereinafter referred to as the Policy) of the Government engineering College Thrissur (GECT), (hereinafter referred to as the Institute) seeks to provide guidance to academic and non-academic staff, students, scholars, and outside agencies on the practices and the rules of the Institute regarding intellectual property rights (IPR) and obligations which include 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 development.

2. PURPOSE

Institute has formulated this Policy for the management of intellectual property right to:

- a) provide a conducive environment leading to development of intellectual property;
- b) facilitate, encourage, promote and safeguard scientific investigation and research and the freedom of the scholars involved in R&D;
- c) establish an IPR management policy and procedural guidelines for making available to the public the inventions and discoveries made in the course of research carried out in the institute;
- d) frame standards for do's and don'ts for the Institute, creators of intellectual property and their sponsors relating to inventions, discoveries and original works originating from the Institute;

- e) Promote, facilitate and provide incentives to the members of the community of creators who take initiatives to transfer Institute intellectual property to the public under this Policy;
- f) Enable the Institute to secure sponsored research funding at all levels of research;
- g) Make the Institute a prime academic research institution pursuing the highest ideals of scholarship and teaching by dissemination of the benefits of Intellectual Property originated from the Institute to the community and society;
- h) Make the creator of IPR aware of the applicable laws and rules for ensuring their compliance; and
- i) Enable the Institute to make beneficial use of such developed IP for the maximum possible benefit of the creators, the Institute, and the nation at large.

3. OBJECTIVES

The objectives of the Policy are as follows, namely:

- a) to promote academic freedom and safeguard in creation of intellectual property at the Institute;
- b) to provide a comprehensive single window reference system for all intellectual property rights issues relating to intellectual property generated at the Institute;
- c) to safeguard the interest of creator of intellectual property and provide fair distribution of returns accruing from the commercialisation of IPR;
- d) to help in introducing prudent IP management practices within the Institute to promote an IPR culture;
- e) to provide legal support, wherever necessary, to defend and protect the intellectual property rights obtained by the Institute against any infringement/ unauthorised use;
- f) to create an environment for acquiring new knowledge through innovation and research, compatible with the educational mission of the Institute;
- g) to preserve the academic freedom to publish the research results and to make them aware that if they do decide on public release, the patent system cannot be brought into play thereafter;
- h) to ensure that once they decide to explore the prospects of commercialization of IP, they must disclose it to the Institute, while continuing to keep the information confidential until patent applications are being processed; and

- i) to ensure the release of institute's rights relating to an IP, back to the researcher where Institute decides not to pursue the opportunity for commercialization

4. INTELLECTUAL PROPERTY AND OWNERSHIP

4.1 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) with the following exceptions:

- i. If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IP, made in contracts governing such activity, shall determine the ownership of IP.
- ii. The Institute shall be the owner of the copyright of work, including software, created by the Institute personnel with significant use of Institute resources. The Institute may demand assignment of the copyright in whole or in part depending on the degree of Institute-supported resources used in producing the copyrightable work.
- iii. The Institute shall be the owner of the copyright on all teaching materials developed by the Institute personnel as a part of any of the academic programs at the Institute. However, the authors shall have the right to use the material in her/his professional capacity. As the traditional exception, the Institute shall not claim ownership of copyright on books and publications authored by the Institute personnel.
- iv. The Institute shall be the owner of the copyright of work produced by nonInstitute personnel associated with any activity of the Institute with the intellectual contribution of the Institute personnel. However, the authors shall have the right to use the material in her/his professional capacity.

The student and his/her supervisor(s) will jointly have the ownership of copyright in the thesis / dissertation / project report written by a student. 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.

4.2 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

4.3 Patents

This section refers to intellectual property that is patent-able or protectable by confidentiality agreements.

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

- iii. The intellectual property created through sponsored research where the sponsor does not claim intellectual property rights vide section 5.12.
- iv. The creators of Institute-owned intellectual property shall retain their right to be identified as such unless they specifically waive off this right in writing.
- v. Royalty accruing or any type of payment received from the commercialisation of the Institute-owned intellectual property will be shared between the Institute and the creators vide section 5.2 (v).

4.4 Trade mark(s)/ Service mark(s)

The ownership of trademark(s)/ service (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. The authorities responsible on behalf of the Institute and creators have the responsibility to ensure the following:

- i. Any association with the Institute implied by third parties is accurate.
- ii. The activities with which the Institute is associated through third parties maintain standards consistent with the Institute's educational purpose.

5. IPR ADMINISTRATION

This policy shall be applicable to all the Institute personnel, as well as nonInstitute 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.

- i. Legal status of IPR policy This policy shall be applicable from the date notified by the Institute. 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 Institute Intellectual Property

Committee (IIPC) 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 IIPC from time to time.

- ii. Constitution of Institute Intellectual Property Committee An Institute Intellectual Property Committee (IIPC) shall comprise of the Principal as Chairman, Coordinator, IPR Cell, and three additional members nominated by the Chairman of the Senate. The nominees will serve a three-year term. IIPC 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 Principal shall be responsible for the implementation of all the recommendations and decisions through IIPC.
- iii. Scope of the Policy This policy covers all rights arising from intellectual property devised, created, or made by the staff 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.

5.1 Disclosure

When the creators believe that they have generated patent-able or commercialise-able intellectual property 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 of components that make up a system, the individual creators 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.

5.2 Confidentiality

All Institute personnel and non-Institute personnel associated with any activity of the Institute shall treat all IP related information which has been disclosed to the IPR Cell 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 commercialisation 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 or are bound by confidentiality agreements.
- vi. Creators and/ or Institute personnel must take care not to disclose confidential details of Institute-owned intellectual property in their publications, speeches, or other communications.

5.3 Evaluation and Exploitation Decisions

The authorized/ designated office/ committee 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 the

- i. Institute wishes to own and commercialise the intellectual property.
- ii. Institute is unwilling to commercialise the intellectual property.
- iii. The ownership of the intellectual property is in doubt.

5.4 (a) 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.

5.3 (b) 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.

- 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.
- 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.

5.3 (c) 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 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.

5.4 Commercialization of Institute-owned IP

5.4(a) Commercialization 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 Disclosure Form.
- 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 as per section 5.3 (a), 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. If 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 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 creator, 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 creator at a mutually agreeable date with notice of three months of its intention to do so. If the property is commercialised subsequently, the creator may be required to pay a royalty to the Institute on first slab of the net profit in a proportion 90% for the creator/inventor, 7.5% to the department/centre of the creator/inventor and 2.5% to the Institute .

5.4 (b) Commercialization 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.

5.5 Transparency of IP Administration

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

5.6 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.

5.7 Institute's Right to Update and Maintain Course Materials

In all cases the author's special rights under section 57 of the Indian Copyright Act 1957 protect the creator of the original work.

5.7 (a) 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 Intellectual Property Committee, on the criterion of how extensively the alteration has been carried out. The following guidelines may be followed by the Institute in this matter:

- i. 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.
- ii. 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.

5.7 (b) 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 for this purpose, creators would keep Principal, GECT informed of their current address at all times. It will be the responsibility of the creator(s) to inform the Principal 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.

5.8 Statement by Creators

The creators of intellectual property under the terms of this policy shall be required to determine and to state that to the best of their knowledge the intellectual property does not infringe on any existing copyright or other intellectual property or other legal rights of third parties.

- If any part of the work is not the original work or creation of the creators, the creators must show that the necessary permission for use has been obtained from the owner, or state their reasons for believing that such permission is not necessary as the use constitutes fair use. They will further certify that the work contains no libellous material nor material that invades the privacy of others.
- In case a third party alleges infringement of their rights by a creator and the Institute Intellectual Property Committee finds prima-facie that the creator may have made false claims, the Institute will take immediate steps to dissociate itself from the said intellectual property.
- All agreements with creators should indemnify the Institute against all damages arising out of such litigation.

5.9 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 as laid out in section 5.13. 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 section 2 of IPR Guidelines. The creators 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 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.

5.10 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.

5.11 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 Principal

5.11 (a) 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:

- i. Allegiance, Affirmation & Confidentiality Agreement
- ii. Consultation Agreement
- iii. Evaluation Agreement
- iv. Research and Development Agreement (R&DA/MOU)
- v. License Agreement
- vi. Technology Transfer Agreement
- vii. Alternative Dispute Resolution Agreement
- viii. Classified Information Non-disclosure (specific) Agreement

Principal, of GECT shall act as the final signing authority in all the categories of agreements listed above.

IPR-Cell shall facilitate the process of framing such agreements by way of providing templates and services of professional consultants.

5.11(b) 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.

5.12 First-refusal Option for Sponsors

Unless the Institute decides otherwise on the merits of the case, agreements governing sponsored research shall provide that all intellectual property developed as a result of the sponsored research project shall belong to the Institute.

- When the creator discloses the generation of such intellectual property to the Institute, the sponsor will receive first refusal on an option to license the resulting intellectual property on terms to be negotiated on a case-by-case basis. The sponsor has to either accept or refuse its first-refusal option within 90 days of the date of offer of the option by the Institute to the sponsor. If the Institute finds that the sponsor has not taken steps to commercialise the property within one year of acceptance of the option, the Institute will be free to revoke the license. Confidentiality agreements will continue to apply in that event.
- The Institute may, at its own discretion, contract with sponsors to allow them specific rights, whether exclusive or non-exclusive, in the intellectual property whose creation they sponsor, if in the Institute's opinion the granting of such rights will facilitate the commercialisation of the intellectual property.

In all cases the terms of licenses or assignment shall be determined through negotiation between the sponsor and the Institute once the sponsor agrees to exercise his or her licensing option. Considerations that must be taken into account are as follows, namely:

- i. the nature and application of the intellectual property;
 - ii. the relative contributions of the Institute and the sponsor to resources involved in its creation; and
 - iii. the Institute's opinion on the best way to commercialise the intellectual property.
- If the sponsor refuses to exercise his or her first-refusal licensing option, the Institute will proceed to commercialise the intellectual property in such manner as it deems fit.

5.13 Handling of Theses, 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.

This additional intellectual property will be assigned to the Institute if :

- such property has been generated using Institute-supported resources and is commercialize-able within the scope of this document. The Institute will then have the rights in this intellectual property assigned to it as per section 5.3(a) while the copyright of the thesis in which this intellectual property is described or outlined will remain with the teacher and the student vide section 5.14 (a). The supervising teacher and the student will undertake to maintain confidentiality while the Institute will restrict access to the thesis for a limited period as per sections 5.1, 5.2 and 5.3.
- the student is employed to assist in execution of a sponsored project or program. The intellectual property rights in their contribution to that project will be governed by the terms of the contract between the student, the Institute and the sponsoring body of the project
- the intellectual property has been generated as a work-for-hire. In all such cases the student and/or his/her supervising teacher will retain the moral right to be identified as the creator of the intellectual property as per sections 5.3.

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 commercialise-able 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.

5.14 Assessment of Innovation for Protection

To facilitate assessment, the Principal shall form an IP Assessment Committee (IPAC) consisting of a chairperson, IPR 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 by the Principal to be a part of the IPAC.

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 IPAC shall assess the disclosure in a timely manner and shall make recommendations to the Principal about the patentability of the invention according to the provisions of sections 5.2 and 5.14 (c) of this policy. The IPAC may make one of the following recommendations:

- That the Institute shall take the responsibility of protection of the IP, in which case, the Institute will initiate appropriate processes.
- 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.

5.14 (a) Filing of IP Applications in foreign countries

Subjected to the provisions of section 39 of the Patent Act, 1970 the Institute shall, decide on the suitability of protection of the invention in foreign countries within six months of filing the Complete IP Application in India if no secrecy direction is received from Patent Office.

If the Institute opts not to undertake such protection in any specific country requested by the inventor(s) relating to the application where no secrecy has been imposed by the Patent Office, the Institute shall assign rights of the IP in that country to the creator(s) for the purpose of such protection.

5.14(b) Renewal of IP Rights

A committee constituted by the Principal will take a decision on the annual renewal of IP rights. If the Institute decides not to renew the IPR in any country, then it will assign the rights of the IP in that country to the creator(s) upon a request to that effect from the creator(s). In case of patents, the process of reassignment will be completed in a period of three months before the due date for its renewal.

In all cases, where IP rights in any specific country have been reassigned to the inventor(s), the Institute shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by the institute.

5.15 IP Protection and Technology Transfer

5.15 (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 the Principal, outlining their request to file a patent application. An Invention Disclosure Form (IDF) should accompany this proposal on the Intellectual property to be protected.
- The application will be processed by the office of Principal as per the Intellectual Property Rights Policy of the Institute.
- The IP Assessment Committee (IPAC) set up by Principal will assess the application, based on a feedback from the Institute's IPR consultant.
- A report/recommendation by the IPAC will be given to Principal within 1-2 weeks 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.

5.15 (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 (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 commercialize 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 commercialize the creative work in a reasonable time frame, the creator(s) may approach the Principal for the assignment of rights of the invention(s) to them