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# **Intellectual Property Rights Policy**

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**Indian Institute of Information Technology, Design & Manufacturing  
Kancheepuram, Chennai 600 127**

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## 1. Introduction

The Government of India's initiative to nurture the spirit of innovation among academic institutions and translate these into products, processes and services for commercial exploitation has manifested in two policy guidelines: (a) the National Innovation and Startup Policy (Ministry of Education, Sep 2019); and (b) Draft guidelines for Intellectual Property Rights (IPR) in academic institutions (Department of Industrial Policy and Promotion, Sep 2019).

Indian Institute of Information Technology, Design & Manufacturing, Kancheepuram (IIITDM Kancheepuram), hereafter referred to as the 'institute', has reviewed these policies and after consultation with faculty, staff and a cross-section of students has decided to adopt them with some minor refinements to support its specific context. This document outlines the key elements of the IPR and technology transfer policy and the IPR management process for creating, protecting, and commercializing the IP of the institute.

## 2. The IPR Policy:

### 2.1 Objective:

Intellectual property (IP) refers to creations of the mind: inventions; literary and artistic works; and symbols, names and images used in commerce. IP is protected in law by, for example, patents, copyright, and trademarks, also called as Intellectual Property Rights (IPRs), which enable people to earn recognition or financial benefit from what they invent or create. An IPR policy is the cornerstone of innovation and creativity for academia. It provides structure, predictability, and a framework for talented minds to do what they do best: create and innovate. The aim is to contribute to transforming industry and society by delivering research-led education, promoting innovation, collaboration and fostering human values.

The key objectives of IPR policy include:

- i. To provide a framework to foster innovation and creativity in the areas of science, technology, design, and humanities by nurturing new ideas and research, in an ethical environment
- ii. To protect intellectual property (IP) rights generated by faculty/ personnel, students, and staff of the institute, by translating their creative and innovative work into IP rights
- iii. To lay down an efficient, fair, and transparent administrative process for ownership control and assignment of IP rights and sharing of revenues generated by IP, created and owned by the institute. Additionally, in cases of government funded research, the inventor(s)/ organization(s) should disclose their IP filings to the Government Agency(s) that have funded their research
- iv. To promote more collaborations between academia and industry through better clarity on IP ownership and IP licensing
- v. To create a mechanism for knowledge generation and its commercial exploitation. The purpose of IP commercialization is also to augment the financial self-sustenance goals of the institute & its centers of excellence and labs and to reward faculty and researchers.

## 2.2 Definition of Terms

- Author: An author is as defined under Section 2(d) of the Copyright Act, 1957. 1 (In relation to a literary or dramatic work, the author of the work; In relation to a music work, the composer; In relation to artistic work other than a photograph, the artist; In relation to photograph, the person taking the photograph, the artist; In relation to a cinematograph film or sound recording, the producer; and In relation to any literary, dramatic, musical or artistic work which is computer-generated, the person who causes the work to be created)
- Collaborative Activity: is the research undertaken by the personnel of the institute, in cooperation with industry and/or another researcher(s), who are not the personnel from the institute
- Creator: means the researcher who contributed to the creation of the Intellectual Property (IP) (copyrights, designs, trademarks).
- Director: means director of the Indian Institute of Information Technology, Design & Manufacturing, Kancheepuram
- External Partners: includes Government of India, State Government(s), Local Self-Governments, Government Departments, Foreign Governments, International Organizations, Public Sector Undertakings (PSUs), all types of Private Sector Organizations, Multinational Corporations, Non-Governmental Organizations, and/or other institutions that provide research projects or consultancy assignments to researchers on regular or irregular basis; or any combination(s) of the above
- Inventor: means the researcher who contributed to the creation of the Intellectual Property (IP) (essentially patents).
- Intellectual Property: Intellectual Property, as provided under Article I of the Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS), refers to all categories of intellectual property that are subject of Sections 1 to 7 of Part II of the TRIPS Agreement
- Intellectual Property Rights: means ownership and associated rights relating to aforementioned Intellectual Property, either registered or unregistered, and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case, all rights or forms of protection having equivalent or similar effect anywhere in the world. The IPRs recognized in India are broadly listed below:
  - a. Patent: As defined under Section 2(m) of the Patents Act, 1970
  - b. Copyright: Copyright is a right given to creators of literary, dramatic, musical and artistic works and producers of cinematograph films and sound recordings. Works are as defined under the Copyright Act, 1957
  - c. Trade Mark: As defined under Section 2(zb) of the Trade Marks Act, 1999
  - d. Design: As defined under Section 2 (d) of the Designs Act, 2000
  - e. Semiconductor Integrated Circuit: As defined under Section 2(r) of the Semiconductor Integrated Circuits Layout Design Act, 2000

- Moral Rights: Moral rights are enshrined under the aegis of Section 57 of the Copyright Act, 1957.<sup>2</sup> They are the author's or creator's special rights which include: the right to paternity and the right to integrity
- Researcher: It means;
  - a. persons employed by the institute, including faculty and staff;
  - b. students, including undergraduate, postgraduate, doctoral and post-doctoral students of the institute;
  - c. any persons, including visiting faculty, project staff, interns;
  - d. any persons, who use the resources of the institute and who perform any research task at the institute or otherwise participate in any research project(s) administered by the institute, including those funded by external sponsors. Wherever different conditions are applicable for any of the sub-categories of researchers, they are specifically mentioned in the guidelines
- Research: Ownership rights over IP generated in institute will vary as per source of funding for the research through which IP was generated:
  - a. Research undertaken by a researcher in the normal course of his/her engagement/ appointment with the institute, utilizing resources of the institute. This includes, but is not limited to, use of space, facilities, materials, or other resources of the institute, specific monetary support for research through grants or fellowships, funds for procuring books/ equipment or materials for specific research projects, and creation/ modification of infrastructure like labs for the specific needs of research
  - b. Research undertaken by a researcher in collaboration with an external partner. This support from external partners includes, but is not limited to, specific monetary support given for research through grants or fellowships
- Research Agreement: It refers to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by researchers and/or IP created at the institute
- Royalty: It is the payment made to an inventor/author or an institution for legal use of a patented invention or any intellectual property when licensed
- Sufficient Disclosure: It means providing a detailed description of features essential for carrying out the invention in order to render it apparent how to put the invention into practice to a person skilled in the art (expert in that domain)

### **2.3 Scope of the IPR Policy (Types of IP and Stakeholders)**

- i. This IPR Policy shall apply to all Intellectual Property created at the institute, as well as, all IP rights associated with the intellectual property, from the date of implementation of these guidelines.
- ii. This IPR Policy shall apply to all researchers who have established legal relationship with the institute, based on which the researcher is bound by these guidelines. Such a legal relationship may arise pursuant to the provision of law, collective agreement or

individual agreement (may refer to employment/ retainership contract/ pursuance of studies or any other legal arrangement)

- iii. This IPR Policy shall not apply in cases in which the researcher entered into an explicit arrangement to the contrary with the institute prior to the effective date of the guidelines, or the institute previously entered into an agreement with a third party concerning rights and obligations set out in these guidelines.

## **2.4 Ownership of IP:**

### **2.4.1 IP generated from research conducted by utilizing resources of the institute**

#### **2.4.1.1 PATENTS**

- i. All inventions made by researchers in furtherance of their responsibilities with the institute, developed by utilizing the resources of the institute, or with the mix of funds, resources and/or facilities of the institute, shall ordinarily be vested with the institute
- ii. If the institute determines that an invention was made by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the institute and was conceived or reduced to practice without the use of resources of the institute, then the invention shall vest with the individual(s)/ inventor(s)

#### **2.4.1.2 COPYRIGHT**

- i. The ownership rights in lecture videos or Massive Open Online Courses (MOOCs), films, plays, and musical works, institutional materials including, but not limited to, course syllabi, curricula, exam questions, exam instructions, and papers/ reports specifically commissioned by the institute, shall ordinarily be vested with the institute. The moral rights shall continue to vest with the author(s) wherever applicable
- ii. The ownership rights in scholarly and academic works generated utilizing resources of the institute, including books, journal/conference papers, articles, student projects/dissertations/ theses, lecture notes, audio or visual aids for giving lectures shall ordinarily be vested with the author(s)

#### **2.4.1.3 TRADEMARKS**

- i. The ownership rights in all trademarks involving the institute shall ordinarily be vested with the institute
- ii. If the institute determines that the trademark was created by an individual(s) on his/ her own time and unrelated to his/ her responsibilities [e.g. name of a company/ start-up venture by the student(s)], then the right to the same shall ordinarily be vested with the said individual(s)

#### **2.4.1.4 INDUSTRIAL DESIGNS**

- i. All industrial designs made researchers in furtherance of their responsibilities with the institute, developed by utilizing the resources of the institute, or with the mix of funds, resources and/or facilities of the institute, shall ordinarily be vested with the institute

- ii. If the institute determines that the industrial design was created by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the institute and was conceived or reduced to practice without the use of resources of the institute, then the industrial design shall vest with the individual(s)

#### **2.4.1.5 SEMICONDUCTOR INTEGRATED CIRCUITS AND PLANT VARIETY**

- i. The ownership rights over integrated circuits and plant varieties, with the utilization of resources of the institute, shall vest with the institute
- ii. If the institute determines that the semiconductor integrated circuit layout design or plant variety was created by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the institute and was conceived or reduced to practice without the use of resources of the institute, then the semiconductor integrated circuit layout design or plant variety shall vest with the individual(s)

#### **2.4.2 IP generated from research conducted in collaboration with external partners**

- i. With regard to research conducted in collaboration with external partners, ownership of IP shall be determined as per the terms and conditions in the agreement signed between the concerned parties. However, unless agreed upon explicitly, the institute shall normally retain perpetual, royalty free license to use the IP for research and educational purposes
- ii. In the absence of a specific agreement between the institute, and the external partner, who is providing support for research, the IP rights shall be shared amongst the concerned parties, like the royalty proportion set out under “Licensing and Revenue Sharing” section in this policy

#### **2.4.3 Disclosure**

The institute encourages timely disclosure of all potential IP / Inventions / Innovations generated (conceived or reduced to practice in whole or in part) by researchers of the Institute in the course of their Institute related activities. Disclosure to the IPR Cell enables prompt action by the institute to appropriately protect and disseminate the research activities occurring at the institute.

### **2.5 Commercialization and Benefit Sharing**

#### **2.5.1 Types of IP licensing and assignment**

Licensing and assignment of IPRs to a third party is the most common mode of IP transfer that can lead towards commercialization of IP. While both licensing and assignment involves giving certain rights to another party, the key difference is that assignment involves transfer of ownership, while licensing is limited to permitting certain uses.

The first preference of the institute is to use the mechanism of licensing, so that ownership rights on the IP may be retained without hindering the prospects of commercialization. Given below are some types of licensing that may be used:

- i. Non-exclusive licensing: The licensor is permitted to enter into agreements with more than one entity for use and exploitation of the IP. In other words, the same IP may be used by different licensees at the same time for the same purpose or for different purposes.
- ii. Exclusive licensing: The licensor licenses the IP solely to one licensee. In other words, the licensee will be the only one authorized by the licensor to use and exploit the IP in question. To the extent possible, exclusive licenses may be avoided. Exclusive licensing of technology with potential for multiple applications may be avoided at all costs.
- iii. Sub-licensing: This is applicable when a licensee wishes to further license the IP to another party(s). Permissions pertaining to sub-licensing need to be clarified explicitly in the agreement between the institute(s)/ researchers and licensee(s).

The preferred mode of licensing for the institute (an institute of national importance) will be non-exclusive licensing. However, instances where it is compelling use a combination of the above types of licensing will be evaluated on a case-by-case basis.

## 2.5.2 Licensing Agreements and Revenue Sharing

### 2.5.2.1 Research outputs generated by utilization of resources of the Institute

- i. The institute will have a revenue sharing agreement(s) with the researcher(s), in cases of commercialization of innovation(s), creation(s), etc., as per the advice of the IP cell. The details of revenue sharing will be decided, based on the type of IP and the nature of commercialization. The proposed model for royalty sharing between creator(s)/ inventor(s) and institute is given below:

Case	Net Earnings	Inventor(s) share	Institute share	Service Account**
1	For the first amount Q*	70%	20%	10%
2	For the next amount Q	50%	40%	10%
3	For amounts more than 2Q	30%	60%	10%

\*Q is fixed at Rs 100 lakhs

\*\*Service Account – This fund will be used for the promotion and upgradation of the invention. Unused funds from the service account will be used by the IPR cell for promotion of commercialization, IP protection and any other related activities

- ii. In case the IP filing costs were not borne by the institute, the researcher will be allowed to first deduct the costs incurred for filing of applications and maintenance of such IP, from any income accruing from the commercial exploitation of the IP. This is particularly relevant, as provisional patent applications may have to be filed by the innovators before any disclosure of the innovation. Only the income beyond such costs needs to be shared with the institute
- iii. The researcher's share may continue to be paid, irrespective of whether or not the individual continues as a researcher at the institute
- iv. If more than one researcher is involved in the generation of IP, all the researchers who qualify for benefit sharing in that IP may sign at the time of filing the application (for



example, at the time of filing of patent application), an agreement outlining the proposed distribution of any IP-related earnings based on their contribution. The agreement should specify the proportional percentage of distribution of earnings from IP to each of the researchers. The researcher(s) may, at any time, by mutual consent, revise the distribution of IP earnings agreement, and the institute, may approve the revised agreement, subject to the advice of the IPR cell

- v. With regard to the IP-related revenues earned by the institute, 50% of the revenue will be used for creating the institute IP management fund. This fund will be utilized for any activity relating to commercialization and maintenance of IPR or obtaining IPR in any other country, or for capacity building in the area of IP protection. Further, 10% of the share may be paid to the institute as administrative charges, and 40% may be made available to the concerned department for the purchase of equipment or materials, including Annual Maintenance Contracts (AMC), or for any other academic/research activity, including promotion of science and innovation
- vi. In the case where the copyright vests with the author(s) [as mentioned under “IP generated from research conducted by utilizing resources of the Institute>II.Copyright”], the institute shall have a non-exclusive, royalty free, irrevocable, and worldwide license to use the IP for research, non-commercial and educational purposes. Additionally, in cases where the institute is the owner of copyright in lecture videos and/or MOOCs, the author(s) shall have a non-exclusive, royalty free, irrevocable, and worldwide license to use the IP for research, non-commercial and educational purposes.

#### **2.5.2.2 Research outputs generated in collaboration with external partners (sponsored)**

- i. The revenue sharing on any IP generated from a partnership between the institute and external partners may be based on the agreement signed between the institute and the external partner at the beginning of such collaborations. Care may be taken to ensure that researchers do not enter contracts where the institute neither benefits in terms of revenue or IP sharing.
- i. In circumstances wherein, the assignee or the licensee has not taken adequate steps for the commercialization of the institute – owned intellectual property, the institute may consider revocation of the license and assigning it to another party, after following due process. It is important to add this as a clause in any agreement entered into by the institute, with regard to commercialization of technologies.

#### **2.5.3 Encouraging Entrepreneurship and Start-ups**

To promote and encourage entrepreneurial activities by its researchers, the institute, will license or reassign, under an agreement, its ownership of an intellectual property to the inventor(s) or creator(s) of the property, who opt to market, protect, and license it on their own with minimal involvement of the institute. The fees to be paid to the institute by the assignee consist of all patenting and licensing expenses and appropriate amount of royalties, equity or other value received by the inventor(s) or creator(s). To promote a start-up/ venture set up by a researcher, it may be exempted from any upfront fee and/or royalty accrued to the institute for a period of 3 years from the date of licensing or assigning.

The guidelines for specific scenarios of faculty and student led innovation are given below:

Source of idea	Copyright status	Patent Status	Funding entity	Type of patent	IPR Policy
<ul style="list-style-type: none"> <li>•Faculty -&gt; student (curricular or co-curricular) – (S1)</li> <li>•Student -&gt; faculty (curricular or co-curricular) – (S2)</li> <li>•Student -&gt; external mentors (incubator, others) – (S3)</li> </ul>	<ul style="list-style-type: none"> <li>•Not related to final year project (not given to library / institute copyright) – (C1)</li> <li>•Related to final year project (to be given to library / under institute copyright) – (C2)</li> </ul>	<ul style="list-style-type: none"> <li>•Patent not filed - (P1)</li> <li>•Patent filed (provisional or complete) – (P2)</li> </ul>	<ul style="list-style-type: none"> <li>•Institute (F1)</li> <li>•Inventor (faculty / student) (F2)</li> <li>•External scheme (F3)</li> </ul>	<ul style="list-style-type: none"> <li>•Technology with wider applications (T)</li> <li>•Product (specific application) (P)</li> </ul>	<ul style="list-style-type: none"> <li>•R1: NOC / Waiver if acceptable to institute &amp; faculty (first right of refusal)</li> <li>•R2: Non-exclusive (or exclusive to a specific application/geography) + 3 year tenure for commercialization + 10 year total tenure + Royalty</li> <li>•R3: R2 + additional royalty + an upfront cost in case of transfer to external parties – which is neither student nor faculty led startup</li> </ul>

Suggested policy directions for different scenarios:

Source of idea	Copyright status	Patent status	Funding entity	Type of patent	IPR Policy
S1, S2, S3	C1 or C2	P1	Not F1/F2 or F3	T or P	R1
S1, S2, S3	C1	P2	F1 or F2	T or P	R2 or R3 as relevant
S1, S2, S3	C2	P2 (to be distinguished from C2)	F1	T or P	R2 or R3 as relevant
S1, S2, S3	C2	P2 (to be distinguished from C2)	F2	T or P	R2 or R3 as relevant (revenue sharing after paying out

					F2 costs to the inventors)
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The institute would endeavor to exploit the IP either by itself or by commissioning an agency to bring to fruition the IP produced by its personnel. The inventor(s)/creator(s) may seek the institute, to assign the rights to them after a certain holding period.

#### **2.5.4 Limitation of Liability**

All commercialization agreements shall clearly mention that the institute is protected and indemnified from all liability arising from development and commercialization of the IP. The policy also supports the need to indemnify institute researchers built into the license agreements for sponsored research and consultative work. The institute shall retain the right to engage in any litigation concerning its IP and license infringements

#### **2.5.5 Sharing of Costs related to IP protection**

In relation to the costs involved in IP protection, the institute will adopt the following policy:

- i. If the institute is the sole owner of IP, the costs of IP protection shall be borne by the institute subject to the evaluation and advice of the IPR assessment committee/IPR cell
- ii. In case the institute refuses to incur expenditure in protecting IP, the inventor may be allowed to file IP applications in the name of the institute at their own costs. In case of faculty, the institute will allow reimbursement of the IP filing costs from their CPDA only after the patent status becomes “published”. The IP filing costs may be recouped as per the provisions relating to benefit sharing as described under the Licensing agreements and revenue sharing section
- iii. If the IP ownership is shared with external partners, the costs for IP protection may be shared by both the parties, based on the terms and conditions provided in the agreement. It is advisable to incorporate a small budget for IP filing in the research proposal
- iv. Any costs involved in the transfer of rights/ ownership of the institute owned IP may be borne exclusively by the licensee, assignee or person acquiring such rights
- v. In the short-term the institute will only consider filing patents in India.
- vi. Renewal of IPR: A decision on the annual renewal of IP rights will be taken by the Institute. If the institute decides not to renew the IPR in India or any country, then it may assign the rights of the IP in that country to the creator(s) based on a request to that effect from the creator(s) and an internal review. 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.

### **2.5.6 Waiver of IP rights by the Institute**

1. Subject to any associated agreements, or any other agreement thereof, the institute may waive its rights, if the institute decides not to pursue the protection of IP within six months, from sufficient disclosure by the researcher(s) to the institute
2. The institute shall take all efforts to convey the decision to the researcher, whether to pursue or not pursue the protection of IP, within three months, after sufficient disclosure by the researcher, to the institute. Under all such circumstances, unless explicitly agreed to, the institute, shall retain a non-exclusive, royalty-free, irrevocable, and worldwide license to use the IP for research and educational purposes.

### **2.5.7 Use of Institutes' IP Resources**

The institute may allow the use of the following IP resources by third parties as per conditions given thereunder:

- (i) Intellectual Property already in existence and owned by the institute;
- (ii) Usage of the name, logo, or trademark of the institute in the creation and marketing of intellectual property.

Conditions:

1. They will be used only in public interest;
2. They will be used:
  - i. 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;
  - ii. in promoting truthful claims and information, i.e., not for misleading the society;
  - iii. without any liability on the university in case of misuse of trademark(s) or accidental damage accruing due to use of trademark(s).

## **2.6 Dealing with IP rights owned by third parties**

### **2.6.1 Use of technology protected by IPRs like patents and designs**

It is possible that researchers may have to use diverse technology/ design/ software, as part of their research. Under all such circumstances, due care and attention must be given, for not infringing the IP rights of third parties. Some of the licenses may have restrictions with respect to the kind of usages permitted. It is important to ensure that due and necessary permissions are obtained from IP owners prior to engaging in any use which moves beyond the terms of license or as permitted under the relevant statute(s) in India.

### **2.6.2 Use of copyrighted materials**

Whenever researchers use copyrighted material for teaching or research purposes, it needs to be ensured that the use is within the permission obtained from the concerned copyright holder(s) or is within the boundaries of exceptions provided under the Indian copyright law. The scope of different educational use-related exceptions under Indian copyright law have been interpreted by different courts in India.

- (i) The institute library will consider creating an Institutional Repository and a link to the same may be provided on its official website. This repository shall include dissertations, theses, papers, publications, and other in-house publications
- (ii) In the absence of an institutional repository, the researchers may submit such works in other open repositories in the relevant subject area
- (iii) The researchers may be encouraged to license their works under an open license so that other researchers can also use the research outputs by providing appropriate attribution to the researchers.

### **2.6.3 Promotion of the use of Free and Open-Source Software (FOSS)**

The National IPR Policy, 2016, approved by the Union Cabinet, is a giant leap by the Government of India to spur creativity and stimulate innovation. As a vision document, it lays down the roadmap for the future of IPRs in India. It aims to establish an ecosystem in the country, conducive to innovation and creativity not only in terms of IP awareness and creation, but also commercialization and enforcement. In this regard, it is pertinent to note that the policy enshrines the following action point: 5.12.: Promote use of Free and Open-Source Software along with adoption of open standards; possibility of creating Indian standard operating environments will be examined.

The use of Free and Open-Source Software (FOSS) can help in furthering the software-related skills of students and researchers. Wide adoption of FOSS would also improve the quality of software and lower the long-term costs of research in the universities. Hence the institute may:

- i) actively promote the use of FOSS among researchers, along with open standards;
- ii) regularly organize training programs in FOSS for researchers;
- iii) license institute – owned software under open licenses; and
- iv) as far as possible, use FOSS for all official purposes.

### **2.7 Confidentiality, Data Protection and Privacy**

All users of information, documents and/or data within the institute, must ensure that the same is always held securely and all activities pertaining to such information, documents and/or data will be kept confidential by the user(s) and will be used only for purpose of such activities. The institute shall strive to protect the data and personal information against unauthorized access, loss, destruction or breach. It is suggested to have proper nondisclosure agreements with the user(s) in place to secure such confidential information, documents and/or data.

Notwithstanding the above, any information which falls within one of the following shall not be treated as Confidential Information:

- i. already under public domain;
- ii. is required by law or regulation to be disclosed;
- iii. is independently developed by the researcher; and
- iv. is received from a third party having no obligations of confidentiality to the disclosing party.

## 2.8 Publications

- i. Any publication, document and/or paper arising out of research activities shall be owned jointly by the institute and researcher(s)
- i. The use of name, logo and/ or official emblem of the institute shall not be done without prior written permission from the institution. This rule is specifically for researchers other than faculty
- ii. While the researcher may publish material relating to the research, it may be better for both the researcher and the institute to jointly decide on any publication to be made
- iii. Particular care needs to be taken that no publication is made till the patent, if applicable, is filed
- iv. The institute may retain the right to require exclusion of certain portions from the information being published.

## 2.9 Dispute Resolution

- i. In case of any disputes between the institute and the inventor(s) / creator(s)/ any other aggrieved person(s), regarding the implementation of these guidelines, scope, operation or effect of any contract/ agreement entered into, or the validity or breach thereof, the inventor(s) / creator(s)/ any other aggrieved person(s) may appeal to the director. Efforts shall be made to address the concerns of the aggrieved party through the appointment of a committee of experts and the verdict of the Director is final.

## 3. IPR Management

The institute IPR Cell will be responsible for management of IP. The IPR cell envisions promoting academic freedom and safeguarding the interests of inventor in creation and commercialization of intellectual property with legal support, wherever necessary. It also envisions creating an environment for acquiring new knowledge through innovation, developing an attitude of prudent IP management practices and promoting an IPR culture compatible with the educational mission of the institute.

The IPR Cell will function with the prime focus of enabling students, researchers and professors to identify, generate and protect their intellectual property through filing procedures for rights like patents, copyrights, trademarks, designs, etc. The IPR Cell will also cater to commercialization of intellectual property, which will further foster the creation of a fruitful dynamic system between universities, investors and industries. Along with this, the IPR Cell will ensure seamless and ceaseless knowledge transfer amongst students and faculties, alike.

### 3.1 Objective of IPR Cell

To establish an evolving framework where creativity and innovation are stimulated by Intellectual Property for the benefit of all; where intellectual property promotes advancement in science and technology, arts and culture, media and entertainment; where knowledge is the

main driver of development, and knowledge owned is transformed into knowledge shared; where an ambience is created wherein new ideas, research and scholarship flourish and from which the leaders, creators and innovators of tomorrow emerge.

### 3.2 Responsibilities

- i. IPR Cell will be responsible for conducting the following:
  - IPR Awareness Programs – Conducting IPR awareness programs for students, faculty, researchers, officials, etc.
  - Self-Training Workshops/ Advanced level awareness programs – Conduct advanced and training of trainers (TOTs) level IPR awareness programs for students, faculty, researchers, officials, etc.
- ii. IPR Cell shall provide an environment for academic and R&D excellence and conduct dedicated programs on IPR for the undergraduate and postgraduate students as well as organise regular IPR counselling programme for research scholars.
- iii. IPR Cell shall expose students, faculty, researchers, officials, etc. to the prevalent IP law practices and provide them with an opportunity to learn and use legal skills under the supervision of IP practitioners and experts.
- iv. IPR Cell shall provide a platform to diagnose innovation and research on contemporary issues of national and international relevance leading to creation of IPR.
- v. IPR Cell shall facilitate, encourage, promote and establish collaborative frameworks for industry – institute partnerships at national and international scale to initiate research and development of commercial value.
- vi. IPR Cell will work with the existing innovation and creativity ecosystem in the institute (such as Incubation Centres, Entrepreneurship Clubs, etc.).
- vii. IPR Cell will facilitate the recording, monitoring and maintenance of the IP portfolio of the institute may choose an outside counsel/ IP firm for managing its IP portfolio.
- viii. IPR Cell will enhance the reputation of the institute as an academic research institution and a member of society as well as the reputation of the Researchers through bringing the research results to public use and benefit. It will ensure that a culture is built that enhances recognition and respect for IP amongst students, faculty, researchers, officials, etc.
- ix. IPR Cell will be custodian of the institute procedures on the identification, ownership, protection and commercialization of IP.
- x. IPR Cell on regular basis will encourage researchers to identify solutions for problems faced by the industries and tailor research projects around the same.
- xi. In case of IP Filings: Students pursuing Post-Graduate and above courses (M. Tech and Ph.D. students) shall be encouraged to undertake patent search before publishing any research paper and subsequently file for a provisional patent for novel inventions.
- xii. IPR Cell will receive all Invention Disclosure Forms and applications for IP filing. The IPR cell will constitute an IPR Assessment committee with internal and external

- experts based on the nature of application and the recommendation of the committee will be submitted to the institute director's approval
- xiii. For filing any IP, IPR Cell may avail necessary help from the nearest PIC/ IPFC or TISC present across the country. IPR Cell may seek assistance from these entities for legal certainty in research activities and technology-based relationships with third parties.
  - xiv. IPR Cell shall share half yearly reports, which shall provide updates regarding the work done and targets/ milestones achieved, with the Centre for IPR Promotion and Management, Department for Promotion of Industry and Internal Trade (CIPAM-DPIIT) and concerned Department(s) in the State Government.
  - xv. IPR Cell may ensure, in case of disputes, efforts are made to address the concerns by developing and instituting as well as adopting an alternative dispute mechanism at the institute level.
  - xvi. IPR Cell shall be governed by appropriate laws of the Tamilnadu State and India.

### 3.3 Organization

The IPR Cell will have a simple structure and work towards establishing a creative, innovative and IP friendly ecosystem as well as devise monitoring mechanisms in institute. It will comprise the following members:

- **IPR Faculty Coordinators:** 2-3 faculty members nominated by the director shall be responsible for day-to-day operations of the IP Cell and will coordinate with the students and faculty
- **Student Coordinator(s):** Two members of the Institute Innovation Council with interest in the field of IPRs will be appointed as student coordinators. They will work under the guidance of the IPR Coordinators towards achieving the goals of the IPR Cell
- **One Office Assistant:** Responsible for maintenance of records, and accounting details.

The members of the IPR cell must have basic knowledge on IPRs and strive to get appropriate certifications. The IPR cell will report to the Dean (Design, Innovation and Incubation). The Dean will be responsible for making sure that all the mandates are followed and the roles and responsibilities for effective functioning are judiciously followed; and for using his or her network to reach out to industries for collaboration with the institute.

### 3.4 IPR Contracts and Agreements

All agreements in relation to IPR including but not limited to the following categories, for activities undertaken by any institute personnel need to be approved by the institute.

- Confidentiality Agreement / Non-disclosure Agreement
- Evaluation Agreement
- License Agreement
- Technology Transfer Agreement
- Alternative Dispute Resolution Agreement

The sponsored research and consultancy cell may comply with the IPR policy and keep the IPR cell informed of any specific disclosures or joint patent filings with external parties. The director acts as the final signing authority in all categories of agreements listed above. All agreements to be signed



by the institute will have the jurisdiction of the court in Chennai and shall be governed by appropriate laws of India.

#### 4. Additional Guidelines

- Publication/ Display in Public Exhibition of Invention before Filing for Patent: Generally, an invention, if published or publicly displayed cannot be patented, as such publication or public display leads to lack of novelty. Under certain circumstances, the Indian Patents Act, 1970, provides a grace period of 12 months for filing of patent application from the date of its publication in a journal or its public display in an exhibition organized by the Government or disclosure before any learned society or published by the applicant. The detailed conditions are provided under Chapter VI of the Patent Act (Sections 29 – 34)
- Inventions/ Innovations that cannot be patented: Innovations/ Inventions falling under the category of Sections 3 and 4. of the Indian Patents Act, 1970 cannot be patented in India.
- Acts that do not constitute copyright infringement: Section 52 of the Indian Copyright Act, 1957, specifically state certain acts as not being infringement of copyright. The “doctrine of fair dealing” envisaged under section 52 of the Indian copyright law allows certain use(s) of copyrighted works in special cases such as: private use for the purpose of education, research, critique, review, etc.
- Attribution or Citation should be done wherever references have been sourced from other work(s): Copying or using any work from an already published or non-published work whether digital or in physical form, should be rightly attributed and referenced to the original source. Unless allowed as “fair dealing”, copying should not be done without obtaining required permissions/ licenses from the author/ creator. Remember, plagiarism is not only immoral, it is also illegal.
- Keep a record of all legal and related documents: All agreements which are to be entered into with co-creators/ inventors / third parties should be documented properly to establish the ownership of any IP created. Additionally, keep a record of all documents relating to the IP, since the expressed inception of the idea.
- Rain check regarding names/ brands before choosing a trade mark: A prior public search for trademarks would prove beneficial before choosing a name or a brand name. This would aid in checking whether the same has been registered already as a trade mark.