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# **Intellectual Property Rights Policy**

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**Version 2.0**

20 April 2022



**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 innovations 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 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 commercialising 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, whether used in commerce or otherwise. IP is protected in law by, for example, patents, copyright, and trademarks, which confer Intellectual Property Rights (IPRs) that enable the Researcher(s) 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 doing 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 the 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 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 or persons concerned with the Institute. Additionally, in cases of Government-funded research, the Researcher(s)/Institute should disclose their IP filings to the Government Agency(s) that has funded the research/project.
- 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. IP commercialisation aims to augment the financial self-sustenance goals of the Institute & its centers of excellence and labs, while also rewarding faculty and researchers.

## 2.2 Definition of Terms

- Director: means Director of the Indian Institute of Information Technology, Design & Manufacturing, Kancheepuram, Tamil Nadu, India.
- External Partners: means any third party, i.e. any person other than those covered under 2.4.1(i) and includes the 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 Organisations, and/or other institutions that provide research projects or consultancy assignments to the Institute or Researchers on a regular or irregular basis; or any combination(s) of the above
- Institute Commissioned Works: means Works for which the Institute has specifically employed or requested the person concerned to produce, or Works produced by the person concerned as part of his/her engagement with the Institute and its activities, including without limitation, lecture videos or Massive Open Online Courses (MOOCs), films, plays, and musical works, institutional materials such as course syllabi, curricula, exam questions, exam instructions, and papers/ reports, whether in return for payment or not.
- Intellectual Property: refers to any creation of the mind/intellect, including all categories of intellectual property covered under Sections 1 to 7 of Part II of the Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS).
- Intellectual Property Rights: means ownership and associated rights relating to 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 recognised in India include the following 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: means the rights under Section 57 of the Indian Copyright Act, 1957, i.e., the right to paternity and the right to integrity.
- Researcher: It refers to any person concerned covered within 2.4.1
- Sufficient Disclosure: means providing a detailed description/representation of any Work such that a relevant person of ordinary skill in the appropriate field can carry out or replicate or put to practice, the said Work.
- Work: means all inventions, designs, concepts, discoveries, developments, improvements, innovations, processes, procedures, techniques, documentation, drawings, specifications, research, designs, files, methods, ideas, artistic works, literary

works, musical works, dramatic works, whether or not they merit patent, trademark, copyright or any other registered IP protection.

### **2.3 Scope of the IPR Policy**

- i. This IPR Policy shall apply to all Works covered in 2.4.
- ii. This IPR Policy shall apply to all persons concerned who have a legal relationship with the Institute. Such a legal relationship may arise pursuant to the provision of law, collective agreement or individual agreement (may refer to employment/ retainer contract/ pursuance of studies or any other legal arrangement)
- iii. This IPR Policy shall not apply in cases in which the person concerned entered into an explicit arrangement to the contrary with the Institute prior to the effective date of this Policy, or the Institute previously entered into an agreement with any External Partner.

### **2.4 Ownership of Intellectual Property Rights over Works:**

#### **2.4.1 Institute Ownership**

- i. The Institute shall retain full ownership of all IPR over the Works covered under (ii) below, which is created:
  - a. By persons employed by the Institute, including regular faculty and permanent staff;
  - b. By persons engaged by the Institute under contracts for services during the course of or incidentally to that engagement, including contract faculty and contract staff;
  - c. By students studying in the Institute, whether full-time or part-time, irrespective of the nature of the course involved.
  - d. By other persons engaged in study or research in the Institute who, as a condition of their being granted access to the Institute's premises or facilities, have agreed to abide by this Policy.
- ii. The IP over which the Institute shall have full ownership comprises:
  - a. all Works generated by computer hardware or software owned or operated by the Institute;
  - b. all Works created with the aid of Institute facilities including (by way of example only) films, videos, photographs, multimedia works, typographic arrangements, and field and laboratory notebooks;
  - c. all Works funded by the Institute;
  - d. all Institute Commissioned Works of any kind, whether or not covered under (a)-(c)
  - e. know-how and information associated with the above.
- iii. Any improvement, derivative or embodiment of the Works on which the Institute owns IP as per (i)-(ii) above, shall also be owned by the Institute, notwithstanding that such improvement, derivative or embodiment was created or put to practice outside the

Institute/Institute facilities/Institute funding, or after the Researcher(s) concerned is no longer with the Institute.

- iv. Every Researcher hereby assigns all IPRs in all Works and improvement, derivative or embodiment of the Works, covered under this clause 2.4.1, in favour of the Institute, without any reservation or limitation.

#### **2.4.2 Right to waive or modify**

The Institute's rights as per 2.4.1 above may be waived or modified by agreement in writing with the person concerned. Provided that in cases where the Institute does not have ownership over the Works or the IPR over the works, the Institute shall have a non-exclusive, royalty free, irrevocable, perpetual and worldwide license to use the same for research, non-commercial and educational purposes.

#### **2.4.3 Works over which Institute shall not claim Ownership**

- i. The Institute shall not claim or have ownership over anything other than Works as covered under 2.4.1. In particular, the Institute shall not claim ownership over answers to tests and examinations, or any scholarly and academic works so long as they are not Institute Commissioned Works, and does not include what is expressly covered under 2.4.1 (ii) above.
- ii. In circumstances where the Works is subject to obligations (including obligations imposed by contracts or grants) that the Institute owes to an External Partner, the ownership over the same shall be decided based on the contract or grant so involved.  
Provided however that in the absence of any such conditions or obligations, the Institute shall retain full ownership.

#### **2.4.4 Seeking IP Registrations**

The Institute retains the full authority and discretion to determine whether and when to seek IP registration over any Works covered under 2.4.1 above. The Institute also retains the discretion to determine whether to fund such IP registration processes.

Provided however that the Institute may permit the Researcher(s) to file and prosecute IP registrations at his/her own expenses, so long as the Institute retains full ownership as per this Policy.

#### **2.4.5 Authorised Exceptions**

Nothing in this Policy shall restrict any person from exercising any rights or exceptions created under the applicable law, on the use of the Institute owned IP.

#### **2.4.6 Disclosure**

Researchers shall timely disclose all Works covered under 2.4.1 of this Policy, to the Institute's IPR Cell and in a manner that fulfills Sufficient Disclosure. Disclosure to the IPR Cell enables prompt action by the Institute to appropriately assess, protect and

disseminate the research activities occurring at the Institute. The Researcher(s) shall keep a record of all documents relating to the IP, since the expressed inception of the idea.

## 2.5 Trademarks of the Institute

The ownership rights in all marks, names and/or versions thereof, of the Institute, including its name and logo, shall be owned by the Institute

## 2.6 Commercialisation and Benefit Sharing

### 2.6.1 Types of IP licensing and assignment

Licensing and assignment of IPRs to an External Partner is the most common mode employed towards commercialisation 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 commercialisation. 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 authorised 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.

### 2.6.2 Licensing Agreements and Revenue Sharing

#### 2.6.2.1 Research outputs generated by utilisation of resources of the Institute

- i. Subject to any exception decided by the IPR Cell on a case-to-case basis, in cases where the Institute owned IP is commercialised, whether or not by an External Partner or the Institute or the Researcher(s) or any entity promoted by such Researcher, with or without an External Partner, any royalty/revenue received by the Institute shall ordinarily be shared with the Researcher(s) concerned as per the following model:

Case	Net Earnings*	Researcher(s) share	Institute share	Service Account**

1	For the first Rs 100 lakhs	70%	20%	10%
2	For the next Rs 100 lakhs	50%	40%	10%
3	For amounts beyond Rs 200 lakhs	30%	60%	10%

\*Net Earnings – Revenue/Royalty received Less Costs incurred in managing the IP

\*\*Service Account – This fund will be used for the promotion and upgradation of the Work involved. Unused funds from the service account will be used by the IPR cell for promotion of commercialisation, 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. Only the income beyond such costs needs to be shared with the Institute. It is clarified this clause does not authorise the Researcher to file any application for IP protection, in his/her own name.
- 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 sharing of the royalty/revenue 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 Institute share, 50% of the same will be used for creating the Institute IP management fund. This fund will be utilised for any activity relating to commercialisation 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

#### **2.6.2.2 Collaboration with External Partners**

- i. The revenue sharing on any IP generated from a collaboration 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.
- ii. In circumstances wherein the commercialisation was the responsibility of an External Partner and said External Partner does not or has not taken adequate steps for the commercialisation of the Institute owned IP, the Institute may revoke the agreement or arrangement with such External Partner and engage 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 commercialisation of technologies.

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

- i. The Institute would endeavor to exploit any Institute-owned IP either by itself or by commissioning an External Partner to bring to fruition the IP produced by its personnel.
- ii. However, to promote and encourage entrepreneurial activities by its Researcher(s), the Institute may consider appropriate licensing or assignment of any Institute owned IP to the Researcher(s) concerned or a Researcher(s) prompted entity, who seek to market, protect, and license it on their own with minimal involvement of the Institute. In that event, the fees to be paid to the Institute by the Researcher(s) consist of all patenting and licensing expenses and appropriate amount of royalties, equity or other value received by the Researcher(s), as per this Policy. To promote a start-up/ venture set up by a Researcher, it may be exempted from paying any upfront fee and/or royalty accrued to the Institute for a period of 3 years from the date of such licensing or assigning by the Institute in favour of the Researcher(s).

### **2.6.4 Limitation of Liability**

All commercialisation agreements for Institute-owned IP shall clearly mention that the Institute is protected and indemnified from all liability arising from development and commercialisation of the IP. The policy also supports the need to indemnify the Researcher(s) built into agreements with External Partners. The Institute shall retain the right to engage in any litigation concerning Institute-owned IP.

### **2.6.5 Disclaimer**

- i. COMMERCIAL SUCCESS FOR AN WORK IS NOT GUARANTEED AND THUS, THE INSTITUTE SHALL NOT BE HELD RESPONSIBLE IF ANY OF THE WORKS CANNOT BE COMMERCIALISED AND/OR ARE NOT COMMERCIALY SUCCESSFUL.
- ii. INSTITUTE DISCLAIMS ALL LIABILITY ON THE IP WORTHINESS OF THE WORKS COVERED UNDER THIS POLICY. IN PARTICULAR, INSTITUTE DOES NOT REPRESENT OR WARRANT THAT ANY IP REGISTRATION OBTAINED ON WORKS COVERED BY THIS POLICY SHALL BE VALID OR SHALL NOT BE REVOKED.
- iii. INSTITUTE DOES NOT REPRESENT OR WARRANT THAT THE RESEARCHER(S) HAS FREEDOM TO OPERATE AND COMMERCIALISE THE WORKS. IN PARTICULAR, INSTITUTE DOES NOT REPRESENT OR WARRANT THAT ANY WORKS ARE FREE FROM INFRINGEMENT OR VIOLATION OF THIRD PARTY RIGHTS. INSTITUTE DISCLAIMS ALL RISKS AND LIABILITIES IN THAT RESPECT.

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

- 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 Researcher(s) 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 (Cumulative Professional Development Allowance) 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 seeking registration of IPRs in India.
- vi. Renewal of IPR: A decision on the annual renewal of IPRs 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 Researcher(s) based on a request to that effect from the Researcher(s) and an internal review. In all cases where IPR in any specific country have been assigned to the Researcher(s), the Institute shall not claim any share of proceeds earned through that IP in that country except for the costs already incurred by the Institute.

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

### **2.7.1 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.

### **2.7.2 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 applicable law. The scope of different educational use-related exceptions under Indian copyright law have been interpreted by different courts in India.

### **2.7.3 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 commercialisation 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 the Researcher(s) concerned. 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 Researcher(s), along with open standards;
- ii) regularly organise training programs in FOSS for Researcher(s);
- iii) license institute – owned software under open licenses; and
- iv) as far as possible, use FOSS for all official purposes.

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

All users of confidential information, confidential documents and/or confidential 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 unauthorised 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(s); and
- iv. is received from a third party having no obligations of confidentiality to the disclosing party.

## **2.9 Publications**

- i. The Researcher(s) concerned shall have the right to publish or present articles, papers or presentations of the Works covered under 2.4.1 in reputed journals, conferences, or symposiums, under their authorship, provided that the affiliation to the Institute is fully disclosed. Any other publication or communication of the Works and improvement, derivative or embodiment thereof, shall not be undertaken without prior written consent of the Institute.
- ii. Barring in case of what is permitted under 2.9.1., the use of name, logo and/ or official emblem of the Institute shall not be done without prior written permission from the Institute.
- iii. While the Institute shall not interfere with the decision of the Researcher(s) to publish or present such articles, papers or presentations as per 2.9.1, the Researcher(s) is made aware that a decision to publish or present will have implications in terms of IP protection. Accordingly, Researcher(s) is encouraged to discuss such issues with the

- Institute and it is encouraged that the decision to publish or present is jointly undertaken.
- iv. Particular care needs to be taken that no publication is made till the patent, if applicable, is filed.
  - v. The Institute may retain the right to require exclusion of certain portions of the information being published.
  - vi. 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
  - vii. In the absence of an Institutional repository, the Researchers may submit such works in other open repositories in the relevant subject area
  - viii. Subject to complying with this Policy, 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.

### **2.10 Dispute Resolution**

- i. In the event of a dispute between the Researcher(s) and the Institute in relation to or concerning the subject matter covered under this Policy shall be referred to an independent expert to be agreed between the Researcher and the Institute.
- ii. If agreement on the identity of the expert is not reached within thirty days, the expert shall be an advocate specialising in IP law, who shall be nominated by the Director. The Director may retain a roster or panel of such experts to enable such nomination.
- iii. The expert's fee shall be paid by the Institute, but shall constitute a first charge on any profits which may accrue, whether to the Researcher or to Institute, whichever party or parties is or are held by the expert to be the owner of the IP.

### **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 the Researcher(s) in creation and commercialisation 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 commercialisation 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 commercialisation 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 Organisation

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.