

INTELLECTUAL PROPERTY RIGHTS POLICY

INTRODUCTION

1.1 PREAMBLE

Vel Tech Rangarajan Dr. Sagunthala R&D Institute of Science and Technology (hereafter referred to as 'Vel Tech') is an academic Institute dedicated to excellence in teaching and research. Its activities, centred on faculty/students/research scholars/ project staff are based on knowledge and intellectual exercise. In the era of technology domination, where values and perceptions change at brisk pace, Vel Tech, in particular, have to preserve the fundamental spirit of academics on one hand and have to march ahead, on the other, accepting changing realities of business economy based on knowledge generated, protected and disseminated under the intellectual property regime. In the evolving scenario of the world today, with increasing awareness of the 'knowledge asset', an Intellectual Property Rights (IPR) Policy is needed not only to preserve the interest of Vel Tech but also to make Vel Tech faculty/students/research scholars/ project staff aware of 'knowledge asset and its impact on the society'.

The present policy facilitates protection of the right of the Inventor(s) of Vel Tech i.e. faculty/students/research scholars/ project staff of Vel Tech through the option of Intellectual property protection on a novel work or to keep it in public domain as they may deem fit. In alignment with the Vision and Mission of Vel Tech, the policy favours outreach of the novel technologies developed at Vel Tech. At the same time, it motivates the faculty, students and researchers of Vel Tech to initiate technology transfer using the intellectual property rights gained over a novel technology.

1.2. 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 faculty/students/research scholars/ project staff 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;

g) make the creator of IPR aware of the applicable laws and rules for ensuring their compliance; and

h) 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.

1.3 TYPES OF IP

The intellectual properties can be broadly listed as:

- a) Patents
- b) Copyrights
- c) Trade/Service marks
- d) Industrial designs
- e) IC layout designs
- f) New plant variety and Biotechnology inventions
- g) Traditional knowledge and Geographical Indications

1.4 DEFINITIONS

These intellectual properties can be illustratively defined as:-

a) Patent- is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something, or offers a new technical solution to a problem.

b) Copyright- is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings.

c) Trade/Service mark- means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colours.

d) Industrial Design- means only the features of shape, configuration, pattern, ornament or composition of lines or colours applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.

- e) IC Layout Designs - means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.
- f) New Plant Variety- a plant variety that is novel, distinct and shows uniform and stable characteristics.
- g) Biotechnology Inventions- include recombinant products such as vectors, nucleotide sequences, micro-organisms.
- h) Traditional Knowledge- The knowledge developed by the indigenous or local communities for the use of a natural resource with respect to agriculture, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.
- i) Geographical Indications- means an indication which identify such goods as agricultural goods, natural goods as originating or manufactured in the territory of a country or manufactured in the territory of a country or a region or locality in that territory where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin and in case where such goods are manufactured one of the activities of either the production or of processing or preparation of the goods concerned takes place in such territory, regions or locality as the case may be.
- j) Non Disclosure Agreement (NDA)/Confidentiality Agreement -The agreement intends to protect proprietary or confidential information among the parties involved in executing a NDA.

1.5 Vel Tech Ownership

Intellectual property of any kind created by faculty/students/research scholars/project staff and others, such as trainees from other institutes, participating in Vel Tech programs or using Vel Tech funds or facilities, are owned by Vel Tech when either of the following applies:

- a)The intellectual property was created with the significant use of funds or facilities administered by Vel Tech.
- b)The intellectual property was created as a part of the normal professional duty
- c)The intellectual property was created in the course of or pursuant to a sponsored/consultancy research agreement with Vel Tech. In such cases, specific provisions related to IP made in contracts governing such activity will determine the ownership of IP.
- d)The intellectual property was created as a part of academic research and training leading towards a degree or otherwise.

2.All copyrights, including copyrighted software will be owned by Vel Tech when it is created as a part of any of the academic programs of Vel Tech or created pursuant to a written agreement with Vel Tech, providing for transfer of copyright or ownership to Vel Tech. More specifically:

a) Vel Tech will be the owner of the copyright on all teaching materials created by Vel Tech and non- Vel Tech personnel for external agencies, institutions and industry under the continuing education and distance education programs of Vel Tech. However, the authors will have the right to use the material for their teaching and research activities.

b) Vel Tech will not claim ownership of copyright on books and scientific articles authored by IITK personnel. However, Vel Tech will have the copyright if books and reports have been created using funds specifically provided for this purpose by Vel Tech.

1.6 Inventor/Author Ownership

1.Inventors/Authors will own intellectual property when

a)None of the situation defined above for Vel Tech -ownership of intellectual property applies.

b)It is created outside their assigned/normal area of research/teaching, for example, popular novels, poems, musical compositions, or other works of artistic imagination, without the use of significant institute resources.

2.Students will own copyright on theses/dissertation created as a part of their academic programmes. However, the student must grant to Vel Tech royalty-free permission to reproduce and distribute copies for teaching and research as well as for dissemination for teaching and research to other academic institutions.

3.Ownership of software code, patentable subject matter and other intellectual property contained in the theses/reports are subject to conditions specified under Vel Tech -ownership and Inventor/Author ownership.

1.7 Third-Party Ownership

1.Ownership of intellectual property resulting from:

a)Funds provided partially or fully by a third-party to Vel Tech will be governed by specific provisions in the contract between the third-party and Vel Tech.

b)Exchange programs between Vel Tech and other institutions will be governed by specific provisions in the contract between the third-party and Vel Tech.

c)In case no such specific contract exists, IPR will remain with Vel Tech.

2. In cases of all IP produced at Vel Tech, Vel Tech shall retain a non-exclusive, free, irrevocable license to copy/use IP for teaching and research activities, consistent with confidentiality arguments where ever entered by Vel Tech.

3. In cases where an IP is created by Vel Tech personnel, fully or as a part of the team, during deputation, official leave, or sabbatical, the concerned Vel Tech personnel should officially communicate the IP to Vel Tech. If the IP involves ideas/software developed, fully or in part, using significant institute resources, then the IP will also be owned by Vel Tech fully or partially, as the case may be.

2. Disclosures, Confidentiality and Assignment of Rights

1. For sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of IP are applied.

2. For all other IP produced at Vel Tech, the inventors will be required to disclose their IP to the IPEC (Intellectual Property Evaluation Committee) at the earliest date using an IPDF (Intellectual Property Disclosure Form).

3. It will be mandatory for students to submit an IPDF, countersigned by their supervisor(s), at the time of filing their B.Tech. report, M.Tech. and PhD theses.

4. The inventor shall assign the rights of the disclosed IP to Vel Tech before leaving the institute and will agree to the terms and conditions for the sharing of any financial benefits received by the institute by commercialization of such IP.

5. Having made the disclosure, the inventors, both Vel Tech and non- Vel Tech personnel, shall maintain confidentiality of the IP during the period it is pending with Vel Tech for the assessment of the possibility of commercialization and protection of IP, unless authorized in writing by Vel Tech.

3. Evaluation of Intellectual Property

1. Evaluation of Intellectual Property will be done by the IPEC (Intellectual Property Evaluation Committee). Dean (R&D) will be the Chairman and the Head of the organization within Vel Tech responsible for commercialization, will be the member secretary. The Dean will nominate at least three additional faculty members with expertise or familiarity/experience in areas related to the IP.

2.Evaluation of IP means:

a)Assigning ownership of IP.

b)Determining whether an IP is innovative and fit for filing in India

c)Determining whether the IP has a reasonable chance for commercialization.

3.After evaluation of IP, if Vel Tech decides not to take the responsibility for the protection of the IP, then it will assign all the rights of the IP to the inventors.

4.Even in such cases, as in (3), Vel Tech may take the responsibility of facilitating protection of the IP on case by case basis.

5.A decision on the annual renewal of IP rights will be taken by the IPEC. If Vel Tech decides not to renew the IP, fully or partially, then it will assign the rights of the IP, wherever relevant, to the “inventors.”

4. Contracts and Agreements

All agreements related to IP, including, but not limited to the following categories, undertaken by any Vel Tech personnel and students need to be approved by the institute:

1.Allegiance, Affirmation and Confidentiality Agreement.

2.Evaluation Agreement.

3.License Agreement

4.Technology Transfer (Commercialization) Agreement

5.Alternative Dispute Resolution Agreement

6.Classified Information Non-Disclosure (specific) Agreement

The Dean (R&D), with specific approval of the Management, will be the authorized signatory in all categories of agreements listed above.

5. Commercialization

1. Vel Tech shall market the IP and identify potential licensee(s) for the IP to which it (i) has ownership and (ii) for which rights have been assigned to it.

2. For the IP where exclusive rights have not already been assigned to a third party, the creators may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care to ensure that the value of the IP is not affected.

3. If Vel Tech is not able to commercialize the IP in a reasonable time then the inventor(s) may approach Vel Tech for assignment of rights of the invention(s) to them.

6. Revenue Sharing

1. The net earnings from the commercialization of IP owned by Vel Tech would be shared as follows:

Case	Net earnings	Inventor(s)	Vel Tech Share
1	For the first amount Q	75%	25%
2	For the next amount Q	55%	45%
3	For amounts more than 2Q	35%	65%

* Money may be used for the promotion and upgradation of the invention. Unused funds from the service account will be used for promotion of commercialization, IP protection and any other related activities.

2. It is suggested that amount Q be initially fixed at Rs. 100 lakhs. The creator(s) share would be declared annually and disbursement will be made to the creator(s), their legal heir, whether or not the creators are associated with Vel Tech at the time of disbursement.

3. Co-creators of IP shall sign at the time of disclosure, a distribution of IP Earnings' Agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The inventors may at any time by mutual consent revise the Distribution of IP Earnings Agreement.

7. Infringements, Damages, Liability and Indemnity Insurance

1. As a matter of policy, Vel Tech shall, in any contract between the licensee and Vel Tech, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, upgradation and debugging obligation.
2. Vel Tech shall also ensure that Vel Tech personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.
3. Vel Tech shall retain the right to engage or not in any litigation concerning patents and license infringements.

8. Conflict of Interest

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and/or their immediate family have in the company. Under these circumstances, it must be ensured by the inventor(s) that their entrepreneurial activities do not have an adverse impact on inventor(s) teaching, research and any other institutional responsibilities.

9. Dispute Resolution

In case of any disputes between Vel Tech and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Dean R&D of Vel Tech. Efforts shall be made to address the concerns of the aggrieved party. The Dean R&D decision in this regard would be final and binding.

10. Jurisdiction

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