

INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY

1. PREAMBLE

National Institute of Technology Uttarakhand (NITUK) is one of the NITs amongst the 10 new NIT's established in 2009 under the Act of Parliament by Ministry of Human Resource Development (now Ministry of Education) and designated with the status of "Institute of National Importance". The Institute is committed to provide the ambience of teaching and research along with the creativity and innovations. The Institute holds the responsibilities towards the society and is continuously thriving to work for the progress of the future leaders and innovators. In the current era of technological advancement, it is imperative to support the innovative ideas and allow them to flourish in the open environment. Every new invention in any field needs an assurance towards its protection and hence the Intellectual property needs to be preserved. The IPR policy of the Institute will preserve the intellectual resources of the students and employees of the Institute and spread awareness regarding its impact on the society.

The strength and the growth of the Institute depend on the faculty, students, technical and administrative staff. The policy will preserve the intellectual properties of the students and employees (Regular or Contractual) of the Institute and will spread the awareness towards its benefits to all the individuals associated with the Institute. Moreover, it is intended to frame the guidelines related to the intellectual property within the Institute and thus supports the Institute's commitment towards the academic excellence by providing a conducive environment for innovation and research. The policy is envisioned to establish a framework for all aspects of intellectual property and covers the rules and regulation to be followed by the Institute to achieve its goal in an ethical manner.

2. PURPOSE

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

- i. provide a conducive environment leading to the development of intellectual property.

- ii. facilitate, encourage, promote and safeguard scientific investigation and research and the freedom of the scholars involved in R&C activities.
- iii. establish an IPR management policy and procedural guidelines for making available to the public the inventions and discoveries made in the course of research work carried out in the institute.
- iv. 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.
- v. 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.
- vi. enable the Institute to secure sponsored research funding at all levels of research.
- vii. make the Institute a prime academic research institution pursuing the highest ideals of scholarship and teaching by dissemination of the benefits of Intellectual Property originated from the Institute to the community and society.
- viii. make the creator of IPR aware of the applicable laws and rules for ensuring their compliance.
- ix. enable the Institute to make beneficial use of such developed IP for the maximum possible benefit of the creators, the Institute, and the nation at large.

3. OBJECTIVES

The objectives of the Institute IPR Policy are as follows:

- i. To promote the culture of creativity and innovation in the field of science and technology amongst all the individual associated with the Institute.
- ii. To safeguard, review and manage the intellectual property of the students and the employee of the Institute working for the social welfare.
- iii. To support, protect and commercialize the intellectual property of the Institute.



- iv. To provide the framework for the transfer of knowledge and technology to the intended user by optimum utilization of available resources for the benefit of the society.
- v. To provide the transparent guidelines to determine the commercial viability of the novel works and assists to bring them in public domain.
- vi. To protect the ownership, control and transfer of the intellectual property created and owned by the Institute
- vii. To provide a method for equal distribution of the economic benefits from the intellectual property among the inventor, the Institute and the sponsors (wherever applicable).

4. SCOPE OF IPR POLICY

- a) These policies shall apply to all Intellectual Property created at the NITUK, as well as, all IP rights associated with them, from the date of implementation of these guidelines.
- b) These guidelines shall apply to all institute personnel (faculty, teaching and non-teaching staff) students and non-Institute personnel or researchers who have associated with any activity of the NITUK, 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).
- c) These guidelines shall not apply in cases in which the researcher entered into an explicit arrangement to the contrary with the NITUK or the NITUK previously entered into an agreement with a third party concerning rights and obligations set out in these guidelines.

5. DESCRIPTION OF TERMS

Author: An author is as defined under Section 2(d) of the Copyright Act, 1957.

Collaborative Activity: is the research undertaken by the personnel in NITUK, in cooperation with industry and/or another researcher(s), who are not the personnel from the NITUK.

Creator: means the researcher who contributed to the creation of the Intellectual Property (IP) (essentially copyrights, designs, etc.).

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.

Moral Rights: Moral rights are enshrined under the aegis of Section 57 of the Copyright Act, 1957. They are the author's or creator's special rights which include: the right to paternity and the right to integrity.

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.

Inventor: means the researcher who contributed to the creation of the Intellectual Property (essentially patents).

Research: Research undertaken by a researcher in the normal course of his/her engagement/appointment with the institution, utilising resources of the institution.

Researcher: means;

- i) persons employed by the NITUK, including students, employees and technical staff;
- ii) students, including undergraduate, postgraduate, doctoral and post-doctoral students of the academic institution;
- iii) any persons, including visiting scientists; who use the resources of the institution and who perform any research task at the NITUK or otherwise participate in any research project(s) administered by the NITUK, 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 Agreement: May refer 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 academic institution.

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.

6. INTELLECTUAL PROPERTY AND OWNERSHIP POLICY

The ownership rights on IP may vary according to the context in which the concerned IP was generated. However, in general, the Intellectual property of any kind created by students, faculty (Permanent or Contract), trainee teachers, staff, project staff, visiting faculties and others, such as trainees from other institutes, participating in NITUK programs or by utilising the resources of the NITUK, or with the mix of funds, resources and/or facilities will be owned by NITUK. The institute encourages and recognizes the originator of intellectual property and protects the ownership for the creator(s).

6.1. Copyright Policy

In general, the Institute will not own the rights in copyrightable works such as books, articles, monographs, lectures, speeches and other communications produced by the NITUK personnel in the course of research and teaching using Institute resources. Ownership of copyright of all copyrightable work shall rest with the author(s) with the following exceptions:

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

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

Where copyright has not been assigned to the Institute, the Institute will be entitled to a non-exclusive, non-transferable license to use the work within the Institute for non-

commercial educational and research purposes, or to possess a limited number of copies for such purposes, whichever is relevant.

Any copyrightable work generated as a work for hire will belong to the Institute as per the terms of the original contract.

6.2. Invention(s), Design(s), Integrated circuit layouts, and other creative work(s)

Invention(s) including software, design, and integrated circuit layouts created by the Institute personnel without significant use of the Institute resources and not connected with the profession for which he/she is employed at the Institute shall be owned by the creator(s).

For invention(s) including software, design, and integrated circuit layouts produced during the course of sponsored and / or collaborative activity, specific provisions related to IP made in contracts governing the collaborative activities shall determine the ownership of IP.

The Institute shall be the owner of all invention(s) including software, design, and integrated circuit layouts, created by a team of the Institute and non-Institute personnel associated with any activity of the Institute. Non-Institute personnel, who create invention(s) including software, design, and integrated circuit layouts at the Institute without any intellectual contribution of the Institute personnel and significant use of the Institute resources, shall be the owner of such invention(s).

Except as stipulated above, the Institute shall be the owner of all invention(s) including software, design, and integrated circuit layouts, created at the Institute.

6.3. Trade mark(s)/ Service mark(s)

The ownership of trademark(s)/ service mark(s) created for the Institute shall be with the Institute. In cases of all IP produced at the Institute, the Institute shall retain a non-exclusive, free, irrevocable license to copy/ use IP for teaching and research activities, consistent with the confidentiality agreement(s), if any, entered into by the Institute.

The authorities responsible on behalf of the Institute and creators have the responsibility to ensure the following:

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

6.4. Patents

This section refers to intellectual property that is patentable or protectable by confidentiality agreements. Ownership rights over IP generated in NITUK may vary as per source of funding, for the research through which IP was generated. The policies for different nature of patents emerging from the research are as follows:

6.4.1 In-house Research

All in-house research carried at the NITUK by students, faculty, trainee teachers, staff, project staff, visitors and others, such as trainees from other institutes, participating in NITUK programs or utilizing NITUK funds or significant resources shall be owned by NITUK. This includes, but is not limited to, facilities, materials, or other resources of the academic institution, 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.

6.4.2 Collaborative Research

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. In this regard, all rights with respect of investigations/invention carried out at the NITUK jointly with any other institutions or agencies, the ownership will be decided and agreed upon mutually.

6.4.3 Sponsored Research

Intellectual Property Rights (IPR) of inventions arising out of research projects undertaken on behalf of the sponsoring agencies shall jointly be taken in the name of the Institute and sponsoring agencies as per the mutual agreement.

7. DISCLOSURES, CONFIDENTIALITY AND ASSIGNMENT OF RIGHTS

For sponsored and/or collaborative work, the provisions of the contract pertaining to disclosure of creative work will be applied. Besides the above, the ownership or the Patent/ Copyright will be applicable jointly by NITUK and the collaborators), as the case may be.

For all other invention(s) produced at NITUK, if the inventor(s) wish to protect the invention(s) they produce, then they are required to disclose the creative work to the IPR Cell at the earliest date using an Institute's Patent Application Form.

All Institute personnel and non-Institute personnel associated with any activity or NITUK shall treat all IP related information which has been disclosed to the IPR Cell and/or whose rights are assigned to NITUK, or whose rights rest with NITUK personnel, as confidential. Such confidentiality shall be maintained till the date as demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public.

8. EVALUATION OF INTELLECTUAL PROPERTY

- i. Inventor(s) have to submit duly filled Application form (i.e. NITUK's PATENT APPLICATION FORM in case of Patent filing) with all relevant/supporting documents in a sealed envelope to IPR cell.
- ii. An IP rights committee (IPRC) comprising of faculty members as mentioned below, will initially scrutinize the patent application in the Institute under the Chairmanship of Dean (R&C)/Associate Dean (R&C).
 - a. Dean/Associate Dean (R&C)# - Chairman
 - b. Coordinator (IPR Cell) - Member Secretary
 - c. Head of the concerned Department or his nominee - Member



- d. Faculty Member from same Department * - Member
- e. Any Senior Faculty Member from allied Department or may call an External Expert with approval from Competent authority - Member

*to be nominated by Director/Dean (R&C)

In case, if both Dean (R&C) and Associate Dean (R&C) are the joint applicants in any application then Chairman, IPRC will be nominated by The Director.

- iii. Preference would be given for IRPC members (c, d & e) having domain expertise or familiarity/experience in areas related to the creative/innovative work.
- iv. The IPRC may call the inventor(s) to present the invention and its novelty and commercialization aspects.
- v. In case of patent, after initially scrutinized the patent application, IPRC may send the Inventor(s) application with all supporting documents to Uttarakhand State Council for Science & Technology (UCOST) for prior search report for further process.
- vi. The IPRC members must ensure the confidentiality of concerned application and bound not to disclose it in any private/public forum in any form. However, Institute shall have the right to consult on a confidential basis (after getting permission from competent authority) with appropriate experts in the field of IPR in question in order to assist in the assessment of innovation and its commercial potential in India and abroad.
- vii. The creator(s) would be free to suggest names of faculty/external experts who are qualified to evaluate the creative work and who may be invited by the Dean, R&C to be a part of the IPRC.
- viii. IPRC shall be responsible to administer all decisive issues related to IPR policy as such and other relevant matters as determined from time to time. The Dean (R&C) shall be responsible for the implementation of all the recommendations and decisions through IPRC.

- ix. The IPRC have the responsibility of facilitating protection of the IPR through the empanelled **attorney or IPR consulting firms appointed** at the Institute level for proper guidance, legal advice, drafting and filing of patent and assisting in further renewal and commercialization aspects.
- x. A decision on the renewal of IP rights will be taken by the IPRC. If NITUK decides not to renew the IP, fully or partially, then it will assign the rights of the IP, wherever relevant, to the “inventors”.
- xi. The Director, on the recommendation of Dean (R&C), shall have the authority to overrule any of above IPR rules in the overall interest of the Institute, and the reasons for the same shall be recorded.

9. REVENUE SHARING

The revenue received from the commercialization of IP or technology transfer would be stated by the inventor(s) annually so that it can be distributed among the inventor(s) as per the agreement with NITUK.

1. The revenue generated by the commercialization of IP/technology transfer would be distributed between the inventor(s), department(s) (in department development fund and may be utilized as per Institute R&C guidelines for DDF).
2. Deciding the division of royalty/ technology transfer amount on fixed slabs:

Case	Net Earnings	Inventor(s) Share	Institution Share	Department Share
1.	For the First amount Q	60%	30%	10%
2.	For the Next amount Q	55%	35%	10%
3.	For amounts more than $2Q$	50%	40%	10%

It is suggested that the amount Q be initially fixed at Rs. 50 Lacs. The creator(s)/inventor(s) share would be declared annually and disbursement will be made to the creator(s) and their legal heir.

The aforementioned share distribution will be reviewed periodically after approval from competent authority.

10. RECORD KEEPING PROCEDURES:

It shall be the responsibility of the Heads of the Departments/Centres or persons authorized by the Institute IPR cell to ascertain the facilities / resources have been used for the purpose of generation of intellectual property by a creator in a given Department. All data and details generated by a creator in the course of creation of intellectual property should be systematically recorded in the concerned department as outlined below:

- i. All laboratory records shall be entered in indelible ink in bound volumes marked PRIVATE & CONFIDENTIAL with all pages serially and permanently numbered, without mutilations or insertions.
- ii. All blank spaces between successive entries should be cancelled as if they were deletions and authenticated with the creator's initials and date.
- iii. Precise descriptions of all actions and experiments carried out should be provided. Ideas or suggestions should be headlines as such, so as to clearly differentiate them from work actually performed.
- iv. No abbreviations or terms, except where their use is standard practice in that particular discipline, should be used, unless clearly explained in a table at the front or back of the book.
- v. Crucial data or descriptions or experiments, which relate to valuable inventions or discoveries should be signed and dated by the creator, supervisor, or coordinator of the project.
- vi. Modifications, if any, should be made by drawing a line through the deleted matter and writing cancelled beside it. The corrected data (clearly marked as such) should be entered immediately below, authenticated by the creator with his / her initials and date.
- vii. Samples of new products or of products produced by a new method should be preserved, if possible, and photographed for the record. All photographs should be dated and signed by the creator on the reverse.

11. TECHNOLOGY TRANSFER

The IP owned by the Institute or jointly shared with other Institute/Industry will be marketed for commercialization. The IPR Cell of the Institute shall recognize the potential licensee(s) for the IP under the agreement involving technology transfer, licensing and revenue sharing models. The inventor(s) are expected to assist in the process of commercial utility of the IP. The Institute would endeavour to engage the technology management agency to assist in the commercialization of IP after mutual agreement (such as Confidentiality Agreement / Non-disclosure Agreement).

In case of collaborative work, the sponsoring organization/Industry will have the first right to commercialize the IP, whether or not the protected by patent(s). The licensing to the IP will involve technology transfer fees and royalty payment from the first day of such agreement based on the mutual agreement. In case, the collaborating organizations/Industries are not pursuing for commercialization of IP for the period of two years, the Institute reserves the right to commercialize the IP. However, NITUK shall share the profits of such commercialization with the collaborative organizations/Industries in equal ratio.

12. FILLING OF IP APPLICATIONS IN INDIA

The applications for IPR will be handled by the Attorney on Institute Panel, assigned through IPR Cell. No fee will be charged from the applicant. In case of non-availability of funds, then initially inventor(s) may use their PDF or own money for filing the patent applications and then later it will be reimbursed after the availability of funds.

13. FILLING OF IP APPLICATIONS IN FOREIGN COUNTRIES

The Institute shall decide on the suitability of protection of the invention in foreign countries after the grant of IP in India and considering the commercialization aspects of patent in that country.

If the Institute opts not to undertake such protection in any specific country requested by the inventor(s) relating to the application where no secrecy has been imposed by the

Patent Office, the Institute shall assign rights of the IP in that country to the creator(s) for the purpose of such protection.

14. RENEWAL OF IP RIGHTS

A decision on the annual renewal of IP Rights will be taken by IPR Cell. If NITUK shall not to renew the IPR in any country, then it will assign rights of the IP in that country to the creator(s) upon a request to that affect from the creator(s). In case of Patents, the process reassignment will be completed in a period of three months before the due date for its renewal. In all cases where IP rights in any specific country have been reassigned to the inventor(s), NITUK shall not claim any share of proceeds earned through that IP in that country expecting for the costs already incurred by NITUK.

15. CONTRACTS AND AGREEMENTS

All agreements including but not limited to the following categories, for activities undertaken by any NITUK personnel need to be approved by the Institute authority:

- i. Confidentiality Agreement / Non-disclosure Agreement
- ii. Evaluation Agreement
- iii. Research and Development Agreement (R&DA/MoU)
- iv. License Agreement
- v. Technology Transfer Agreement
- vi. Alternative Dispute Resolution Agreement
- vii. Collaborative MoU with Academic or Research Organisations/Industries

The Dean (R&C)/Registrar, with the approval of the Director, will be the authorized signatory in all categories of agreements listed above.

16. 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.



17. DISPUTE RESOLUTION

In case of any disputes between NITUK and the inventors regarding the implementation of the IPR policy, the aggrieved party may appeal to the Director, NITUK. Efforts shall be made to address the concerns of the aggrieved party. The Director's decision in this regard would be final and binding.

18. JURISDICTION

All agreements signed by NITUK have the jurisdiction of the courts in Nainital High Court, Uttarakhand and shall be governed by appropriate laws of India.

19. GENERAL GUIDELINES / THINGS TO REMEMBER

- i. Generally, an invention, if published or publicly displayed cannot be patented, as such publication or public display leads to lack of novelty. However, 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).
- ii. Innovations/ Inventions falling under the category of Sections 3 and 4 of the Indian Patents Act, 1970 cannot be patented in India.
- iii. 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.
- iv. 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/ licences from the author/ creator. Remember, plagiarism is not only immoral, it is also illegal.

IPR Policy



- v. 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.
- vi. 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.



Annexure - I

Ref. No. (mention on envelope)

Date:

PATENT APPLICATION FORM

1. Title of the Invention:

2. Name of the Inventors*:

(i) Name of the Inventor (1):

Designation:

Department:

Phone:

E-mail:

(ii) Name of Inventor (2):

Designation:

Department:

Phone:

E-mail:

*(Please add more names, if any)

3. Brief description of the Invention

(a) Description of Invention:

(b) Novel Features:

(c) Whether the invention relates to a process/product/both?

(d) What are the advantages of the present invention over the comparable inventions?

(e) Has the invention been tested experimentally? Are experimental data available?

4. Economic potential or commercial applications



(a) Possible uses/application areas and/or products you feel may embody aspects of your technology:

(b) Possible end-users:

(c) Potential marketability including commercial suggestions:

5. Has the work been reported / published / presented anywhere:

6. Has the invention been disclosed to industry representatives or third parties?

7. Has any commercial interest been shown in it and of what nature? If yes, provide the details of companies and specific individuals and their titles:

8. Development stage:

Give your opinion on the current stage of development of the invention as it relates to its marketability (Please tick the appropriate option):

(i) Embryonic (needs substantial work to bring market)

(ii) Partially developed (could be brought to market with significant investment)

(iii) Off-the-shelf (could be brought to market with nominal investment)

Declaration: I/We hereby declare that all statements made herein of my/our own knowledge are true and I/We also undertake to abide by the rules and other conditions prescribed in the IPR guidelines of Institute.

1. _____

Signature of Inventor with date

2. _____

Signature of Inventor with date

Forwarded to IPR Cell (IPR Coordinator)