

11. Formulation of a comprehensive Intellectual Property Policy for the Institute.
12. Inclusion of standard terms and conditions for consultancy projects not governed by agreements.
13. An explicit statement on conflict of interest included.

## **The Role of IRC in IP Protection:**

The Industrial Research and Consultancy at IIT Indore aims to provide guidance, support and resources to all IITI personnel and facilitates protection and deployment of intellectual property. To achieve this, the institute shall create an office reporting to Dean R&D. The purpose of this office shall include:

- (i) creating awareness of the importance and role of IP Rights,
- (ii) implementing the IP policy,
- (iii) ensure transparency and fairness of the IP policy to encourage compliance,
- (iv) solicit feedback regarding the fulfilment of the IP policy and *periodically review the Policy to improve upon any shortcomings*, strengthen the infrastructure and resources for protection and exploitation of IP and make available expert inputs.

Issues of ownership, confidentiality, disclosure, patentability, technology transfer, revenue sharing, and conflict of interest among others play a very important role in any IP management. IRC conducts workshops to enhance awareness on related issues. IRC also would provide templates and guidelines for the contracts, agreements and MOUs governing the effective exploitation of the IP produced by IITI. All such agreements and matters relating to confidentiality, infringements, damages, liabilities and compliance shall be administered by IRC.

## **The IP Policy:**

This policy is applicable to all IITI personnel, as well as non-IITI personnel associated with any activity of IITI such as, but not limited to, Continuing Education Programme and covers different classes of Intellectual Property -- Patent, Copyright, Trade Mark / Service Mark, Design Registration, Trade Secret, Confidential Information and Integrated Circuits Layout.

### **I. Ownership:**

#### I(a) Invention(s), Designs, Integrated Circuit Layouts and other creative works:

Invention(s) including software, designs and integrated circuit layouts, created by IITI personnel without the use of any IITI resources and not connected with the profession for which employed at IITI, shall be owned by the creator(s) after due approval of IITI.

For invention(s) including software, designs and integrated circuit layouts, produced during the

course of sponsored and/or collaborative activity between IITI and external agencies/bodies, specific provisions related to IP made in contracts governing the collaborative activity shall determine the ownership of IP.

IITI shall be the owner of all invention(s) including software, designs and integrated circuit layouts created by teams of IITI and non-IITI personnel, associated with any activity of IITI. Non-IITI personnel, who create invention(s) including software, designs or integrated circuit layouts at IITI but without intellectual contribution of IITI personnel or any use of IITI resources, shall be the owner of such invention(s).

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

I(b) Copyrightable Work:

Ownership of copyright of all copyrightable work shall rest with the author(s) with the following exceptions:

- a. 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.
- b. IITI shall be the owner of the copyright of work, including software, created by IITI personnel with significant use of IITI resources.
- c. IITI shall be the owner of the copyright on all teaching material(s) developed by IITI personnel as part of any of the academic programs at IITI. However, the authors shall have the right to use the material in her/his professional capacity. As the traditional exception, IITI shall not claim ownership of copyright on books and publications authored by IITI personnel.
- d. IITI shall be the owner of copyright of work produced by non IITI personnel associated with any activity of IITI with the intellectual contribution of IITI personnel. However, the authors shall have the right to use the material in her/his professional capacity.

I(c) Trade Mark(s) / Service Mark(s):

Ownership of trade mark(s) / service mark(s) created for IITI shall be with IITI.

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

**(II) Disclosures, Confidentiality and Assignment of Rights:**

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

For all other invention(s) produced at IITI, if the inventor(s) wish to protect the invention(s) they produce, then they are required to disclose the creative work to the IRC at the earliest date using an

### Invention Disclosure form (IDF).

Disclosure is a critical part of the IP protection process and it formally documents claims of inventorship, the date of the invention and other details of the invention. The inventor(s) shall assign the rights of the disclosed invention to IITI.

All IITI personnel and non-IITI personnel associated with any activity of IITI shall treat all IP related information which has been disclosed to the IRC and/or whose rights are assigned to IITI, or whose rights rest with IITI 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.

### (III) Assessment of Innovation(s) for Protection:

To facilitate assessment, an IP Assessment Committee (IPAC) shall be formed by the Dean (R&D) consisting of a chairperson, the IRC Technical Officer (Secretary) and at least three additional faculty members with domain expertise or familiarity/experience in areas related to the creative work. The creator(s) would be free to suggest names of faculty who are qualified to evaluate the creative work who may be invited by the Dean (R&D) to be a part of the IPAC.

The IPAC shall assess the disclosure in a timely manner and shall make recommendations to the Dean (R&D) about the patentability of the invention according to the provisions of Section(I) of this policy. The IPAC may make one of the following recommendations:

- a. that IITI shall take the responsibility of protection of the IP, in which case, IITI will initiate appropriate processes.
  - b. that IITI shall not take the responsibility of protection of the IP, in which case, the rights to the disclosed invention shall be promptly reassigned to the creator(s). The creator(s) may then choose to protect the creative work on their own.
- Filings of IP Applications in foreign countries: Within six months of filing the Complete IP Application in India, IITI shall, based on available information, decide on the suitability of protection of the invention in foreign countries. If IITI opts not to undertake such protection in any specific country requested by the inventor(s), IITI shall assign rights of the IP in that country to the creator(s) for the purpose of such protection.

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

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

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

#### (IV) Support:

(IVA) Contracts and Agreements:

All agreement including but not limited to the following categories, undertaken by any IITI personnel and students need to be approved by IITI.

1. Allegiance, Affirmation & Confidentiality Agreement
2. Consultation Agreement
3. Evaluation Agreement
4. Research and Development Agreement (R&DA/MOU)
5. License Agreement
6. Technology Transfer Agreement
7. Alternative Dispute Resolution Agreement
8. Classified Information Non-disclosure (specific) Agreement

Dean R&D acts as a final signing authority in all the categories of agreements listed above. IRC facilitates the process of framing such agreements by way of providing templates and services of professional consultants.

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#### (IVB) Obtaining IPR:

If IITI opts to protect the creative work, it shall provide an IPR Advisor/Patent Attorney for drafting the IP application as appropriate. IITI shall pay for access to the relevant IP information databases and other associated costs. The inventor(s) shall conduct IP searches, study the prior art and provide the necessary inputs to assist in the drafting of the IP application. IITI shall bear all costs of drafting and filing an Indian IP application. If IITI chooses to file IP applications in other countries,

then it shall bear the cost of application and other associated costs. IITI shall be free to enter into agreements with overseas institutions for protection and licensing of the IP.

(V) Technology Transfer:

IITI shall strive to market the IP and identify potential licensee(s) for the IP to which it has ownership. The creator(s) are expected to assist in this process.

IITI may contract the IP to a Technology Management agency, which manages the commercialization of the IP.

For the IP for which exclusive rights have not been already assigned to a third party, the creator(s) may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care so as not to affect the value of the IP through appropriate agreements such as Non Disclosure Agreement (NDA) with the potential licensee(s) during technology marketing discussions.

If IITI is not able to commercialize the IP in a reasonable time, then it may reassign the rights of the IP to the creator(s) of the IP. Optionally, If IITI has not been able to commercialize the creative work in a reasonable time frame, the creator(s) may approach the Dean (R&D) for the assignment of rights of the invention(s) to them.

(VI) Revenue sharing:

The net earnings from the commercialization of IP owned by IITI would be shared as follows:

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 IITI at the time of disbursement.

Case	Net Earnings	Inventor(s) share	IITI's share
1	For the first amount Q	70%	30%
2	For the next amount Q	50%	50%
3	For amounts more than 2*Q	30%	70%

When IITI reassigns the rights of the IP to its creator(s) for any country, the creator(s) shall reimburse the costs incurred by IITI for the protection, maintenance and marketing and other associated costs from the cumulative earnings from successful commercialization in that country as under:

Case	Cumulative Earnings	Inventor(s) share	IITI's share
A	Upto twice the cost incurred by IITI for protection, marketing and other associated costs.	50%	50%
B	Beyond A	100%	0%

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.

**(VII) Infringements, Damages, Liability and Indemnity Insurance:**

As a matter of policy, IITI shall, in any contract between the licensee and IITI, seek to indemnify from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation.

IITI shall also ensure that IITI personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.

IITI shall retain the right to engage or not in any litigation concerning patents and license infringements.

**(VIII) 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.

A license or an assignment of rights for a patent to a company in which the inventors have a stake shall be subject to the approval of the Dean (R &D) taking into consideration this fact.

**(IX) Dispute Resolution:**

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

**(X) Jurisdiction:**

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

**Glossary:**

1. 'Author' means faculty, students, staff or visiting faculty who has/have written or created a creative work.
2. 'Collaborative Activity' is the research undertaken by IITI personnel in cooperation with industry and/or another researcher(s) who are not IITI personnel.