



ADITYA
ENGINEERING COLLEGE

NBA
NAAC 'A'
AUTONOMOUS



‘INTELLECTUAL PROPERTY POLICY OF THE INSTITUTE’ [IP POLICY]

SIGNATURE OF THE DESIGNATED AUTHORITY OF THE INSTITUTION

ADDRESS OF THE INSTITUTION

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Disclaimer: *This policy does not constitute legal advice and are intended to serve only as guidelines for establishing an effective IPR policy model for an Academic Institution. This policy, in any manner, do not construe or guarantee as promise for, or assume responsibility for any financial assistance or obligation whatsoever. This policy is to be read as complementary to and not in derogation of the various laws concerning Intellectual Property and any other laws of the country, for the time being in force.*



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1. PREFACE/PRELIMINARY

'Intellectual Property has been transformed from a Sleepy Area of Law and Business to one of the driving engines of a high technology in economy'

PREAMBLE

In this contemporary world, Intellectual property (IP) plays a vital role in preserving and commercializing the intellectual outcome of an Institute. Intellectual property plays an important role in providing a competitive edge to an organization. The intangible assets of an organization - such as knowhow, inventions, brands, designs and other creative and innovative products - are, today, often more valuable than its physical assets. Keeping this in mind, this Intellectual Property Rights Policy of the Aditya Engineering College seeks to provide guidance to academic and non-academic staff, students, scholars, and outside agencies on the practices and the rules of the Institute regarding intellectual property rights (IPR) and obligations which include the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements. This Intellectual Property (IP) policy of the institute is expected to promote a competitive and conducive environment for both the curiosity driven and market-driven research and development activities conducted at the Institute level so as to protect the creation of original works of authorship. The policy laid down in this document is expected to fulfil the commitment of the Institute to promote academic freedom and provide a conducive environment for research and development. Also, it is in consonance with the National IPR Policy of Government of India, 2016.

1.1. Mission of the Institution

The Core mission of the institution **Aditya Engineering College** is committed to ensure that the IP originated from research, innovations/inventions benefit the Creator/Inventor/Author, Institution and most importantly society at large, with respect to the objectives set out in various legislations in accordance with its legal obligation. The Institution dreams of promoting academic freedom and safeguarding the interests of inventor in creation and commercialization of intellectual property with legal

support, wherever necessary. Also, envision 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 academic institution.

1.2. Purpose of the IP Policy

(a) Promotion of IP utilization: The intent of the IP Policy is to facilitate the widespread use of, through various modalities of access to, the Institution's IP.

(b) IP management: The IP Policy seeks to set the framework for the translation of the IP arising from the Institution's Research into products, services and processes. It encourages Staff Members, Students and Visitors to become Creators and to identify IP with potential commercial value. It also establishes clear rules and procedures for the management and Commercialization of such IP generated at the Institution.

(c) Balance of interests: The IP Policy seeks to ensure the legal protection, where applicable; effective management and Commercialization of Institution IP; while at the same time not impeding with the traditions of education and scholarship, academic freedom, open and timely publications, Institution sovereignty, and the Institution's mission serving the public interest.

1.3. Overall Principles and Objectives of the IP Policy

(a) The IP arises with commercial potential as a part of Research, Inventions/ Innovations, the Institution intends to make such IP available in a form, which will fruitfully promote its development and use for economic and social benefit. The Institution adopts the policy and is responsible for Commercialization of IP, Distribution/Re-allocation of the Incentives and Societal Development. The Institution will be having the right recognize and reward the Author/Researcher/Inventor/Scholar, Staff Members, Students and Visitors whose IP generates a demonstrable socio and/or economic impact. The Institution further encourages Research, Inventions/ Innovations that meet the local, regional and national needs. In this regards, the institution has rights over the commercialization

of Institution IP where the Inventor/Author/Researcher/Scholar, Staff Members, Students and Visitors utilises the resources of the institution. The institution shall take all the factors into considerations for utmost societal benefits for industries situated in India and across the world.

(b) 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. To create a nationwide reach and network of IP Cells which will create awareness about IPRs, encourage students/ faculties/ personnel to file for IPRs and also help in commercialization of the same.

1.4. Scope and Applicability

- (a)** This IP Policy shall apply to all Intellectual Property created at the institution, as well as, all IP rights associated with them, from the date of implementation of this policy.
- (b)** The implementation and enforcement of this policy is with respect to the notification/circular issued by the institution.
- (c)** This IP Policy shall apply to all Staff Members, Students and Visitors, who have established relationship with the institution, based on which the researcher is bound by these guidelines. Such a relationship may arise pursuant to the provisions of law, collective agreements or individual agreements.
- (d)** Implementation of this policy is the responsibility of the Chairman of the IP committee of the institution.
- (e)** The Chairman of the Institution is the responsible officer for the administration of this policy.
- (f)** This IP Policy shall not apply in cases where the researcher/inventor entered into an explicit arrangement to the contrary with this institution prior to the effective

date of this policy, or the institution's previously entered into an agreement with a third party concerning rights and obligations set out in this policy.

2. DEFINITIONS/INTERPRETATION CLAUSES

Without prejudice to any applicable laws, in this Policy the definitions set out below shall apply:

2.1. Intellectual Property (IP): All outputs of creative endeavour in any field at the Institution for which legal rights may be obtained or enforced pursuant to the law. IP may include Literary works, including publications in respect of Research results, and associated materials, including drafts, data sets and laboratory notebooks; Teaching and learning materials; other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with the aid of Institution resources or facilities; Databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material; patentable and non-patentable technical information; designs including layout designs (topographies) of integrated circuits; plant varieties and related information; trade secrets; know-how, information and data associated with the above; and any other Institution-commissioned works not included above.

2.1.1. Patent: means a patent for any invention granted under Section 2(m) of the Patents Act, 1970.

2.1.2. 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.

2.1.3. Trade 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; and defined under Section 2(zb) of the Trade Marks Act, 1999.

2.1.4. Design: The term “design” defined under Section 2 (d) of the Designs Act, 2000. According Designs Act, 2000 “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, and does not include any trade mark as defined in clause (v) of sub-section (1) of section 2 of the Trade and Merchandise Marks Act, 1958 or property mark as defined in section 479 of the Indian Penal Code or any artistic work as defined in clause (c) of section 2 of the Copyright Act, 1957 defined under Section 2 (d) of the Designs Act, 2000.

2.1.5. Semiconductor Integrated Circuit:The term “Semiconductor Integrated Circuits Layout” defined under theSection 2(r) of the Semiconductor Integrated Circuits Layout Design Act, 2000. Which means, a product having transistors and other circuitry elements which are inseparably formed on a semiconductor material or an insulating material or inside the semiconductor material and designed to perform an electronic circuitry function.

2.1.6. Computer Programmes:The term Computer Program is defined under Section 2 (ffc) of Copyright Act 1957. The term “computer programme” means a set of instructions expressed in words, codes, schemes or in any other form, including a machine readable medium, capable of causing a computer to perform a particular task or achieve a particular result and this –‘computer programs cover under the definition of literary work as to include –‘computer programs, tables and compilations including computer databases as defined under Section 2(o) of the Copyright Act 1957.

2.1.7. Business models: Any model or plan for Start-up’s/Company’s plan for making a profit. Which includes identification of the products or services the business will sell the target market it has identified, and the expenses it anticipates.

2.2. Intellectual Property Rights: The proprietary, ownership and associated rights that may be granted for an invention, Trademark, design, plant variety, or other type of IP, as per

the statutory requirements for protection be met to result in a patent, trade mark, registered design or plant variety, respectively.

2.3. Author: Any person to whom this Policy is applicable, who individually or jointly with others makes a design, a mark or copyrightable work and who meets the criteria for authorship under Sec 2(d) of the Copyright Act, 1957.

2.4. Commercialization: Any form of utilisation of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society.

2.5. Conflict of Interest (COI): Any situation in which real or perceived interests of an individual Staff Member, Visitor or Student may run counter to the interests of the Institution or negatively affect their employment or duties.

2.6. Course Materials: All materials used in, or in connection with, and for the purpose of, teaching an education course through the provision of lectures, tutorials, seminars, workshops, field or laboratory classes, assessments, practicum and other teaching activities conducted by the Institution; and all IP in such materials.

2.7. Creator: Any person to whom this Policy is applicable, who creates, conceives, reduces to practice, authors, or otherwise makes a substantive intellectual contribution to the creation of IP and who meets the definition of ‘inventor’, ‘author’ or ‘breeder’ as generally implied in the IP laws of India.

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

2.9. 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 Multinational Corporations, Non-Governmental Organizations, and/or other institutions that provide or work in co-

ordination as a team with the institution on research projects or consultancy assignments on regular or irregular basis; or any combination(s) of the above.

2.10. Moral Rights: Moral rights are enshrined under the aegis of Section 57 of the Copyright Act, 1957. They are the special rights of author(s)/inventor(s) which include the right to paternity and the right to integrity.

2.16. Gross IP Revenue: All revenue received by the Institution on Commercialization of Institution IP before any deductions for IP Expenses.

2.17. Institution: Aditya Engineering College.

2.18. Institution IP: IP owned or co-owned by the Institution.

2.19. Inventor: Any person or researcher to whom this Policy is applicable, who individually or jointly creates the intellectual property with others and makes an Invention and who meets the criteria for 'inventor' under Indian IP Laws.

2.20. IP Expenses: All expenses incurred by the Institution in the management and Commercialization of IP for which Gross IP Revenue has been received.

2.21. IP Committee (IPC): The body within the Institution set which is responsible for overseeing the drafting, implementation, monitoring and evolution of the Policy, and for providing strategic oversight of the Intellectual Property Management Committee (IPMC).

2.22. IP Management Committee (IPMC): The administrative unit established by the institution, responsible for day-to-day management of all IP-related activities of the Institution.

2.23. Net IP Revenue: Gross IP Revenue less IP Expenses.

2.24. Policy: This Intellectual Property Policy (IP Policy) of the Institution.

2.25. Public Disclosure: The communication of information, relating to IP, to external parties. Public Disclosure includes, but is not limited to, disclosure in written or oral form; communication by email; posting on a web-blog; disclosure in a news report, press

release or interview; publication in a journal, abstract, poster, or report; presentation at a conference; examination of a thesis; demonstration of an Invention at a trade show; or the industrial application of an Invention.

2.26. Public Domain: The freely accessible public realm in which works that are not protected by IPRs, either because the rights have been forfeited or because the rights have been expired, are thereby held by the public at large and available for all to use without permission from the Creator or owner.

2.27. Research: Any creative work undertaken on a systematic basis in order to increase the scientific knowledge, including knowledge of technicality and the use of this stock of knowledge to devise new applications or invention. It comprises three activities: basic research, applied research and experimental development.

2.28. Research Contract: Any type of agreement between the Institution and an external party or research sponsor, concerning Research, which could result in IP being created at the Institution. This shall include, but is not limited to, all sponsorships, donorships and collaborations with the external party or research sponsor.

2.29. Research Project: Any project that forms the basis of Research undertaken by the Institution and includes projects undertaken by a Student, under the supervision of a Staff Member or a Visitor, as part of a research degree program or any academic activity program.

2.30. Scholarly Works: All copyright works which are the outputs of academic Staff Members, Students or Visitors, including Research, creative and other outputs in area(s) of his/hers expertise.

2.31. Chairman: The person at the Institution who has the ultimate decision-making authority regarding IP.

2.32. Staff Member(s): Any person who is under a contract of employment with the Institution including academic, research, technical, administrative and adjunct staff, whether full-time or part-time or even on a temporary basis.

2.33. Student(s): Any student registered for an approved course at the Institution.

2.34. Substantial Use: Extensive [unreimbursed] use of the Institution's resources which include but are not limited to facilities, laboratories, workspace, equipments, human resources or funds provided by the institution.

2.35. Trade Secret: As Defined under the National Trade Secret Laws of India.

2.36. Confidential information: The information which is not publicly available that has commercial value because of its confidential nature, and which the owner has taken reasonable efforts to keep the secrecy.

2.37. Traditional Knowledge (TK): A living body of knowledge resulting from intellectual activity in a traditional context, which includes know-how, practices, skills, and innovations. TK embodies the traditional lifestyles of indigenous peoples and local communities and is transmitted from generation to generation, often forming part of the cultural and spiritual identity of the community. TK is not limited to any specific technical field, and may include agricultural, environmental and medicinal knowledge. TK also often encompasses knowledge associated with Genetic Resources.]

2.38. Visitor(s): Any person who is neither a Staff Member nor a Student of the Institution who engages in work at the Institution including visiting professors, adjunct professors, teachers, researchers, scholars and volunteers; and who concludes an Appointment agreement with the Institution.

2.39. Researcher(s): Persons employed by the academic institution, including student employees and technical staff; students, including undergraduate, postgraduate, doctoral and post-doctoral students of the institution; any persons, including visiting scientists, faculty, professors etc., who use the resources of the academic institution and who perform any research tasks or activities or experiments at the institution or otherwise participate in any research project(s) administered by the academic institution, including those funded by external sponsors or this institution.

2.40. Research Agreement: May refer to Research Service Agreement, Co-Operative Research and Development Agreement, Material Transfer Agreement, Confidentiality

Agreement, Copyright Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by researcher(s) and/or IP created at the academic institution.

2.41. Royalty: It is the payment made to an inventor/author or an institution for legal use of a patented invention or copyrighted or any other intellectual property when licensed.

2.42. 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.

2.43. Invention:A new product or process involving an inventive step and capable of industrial application.

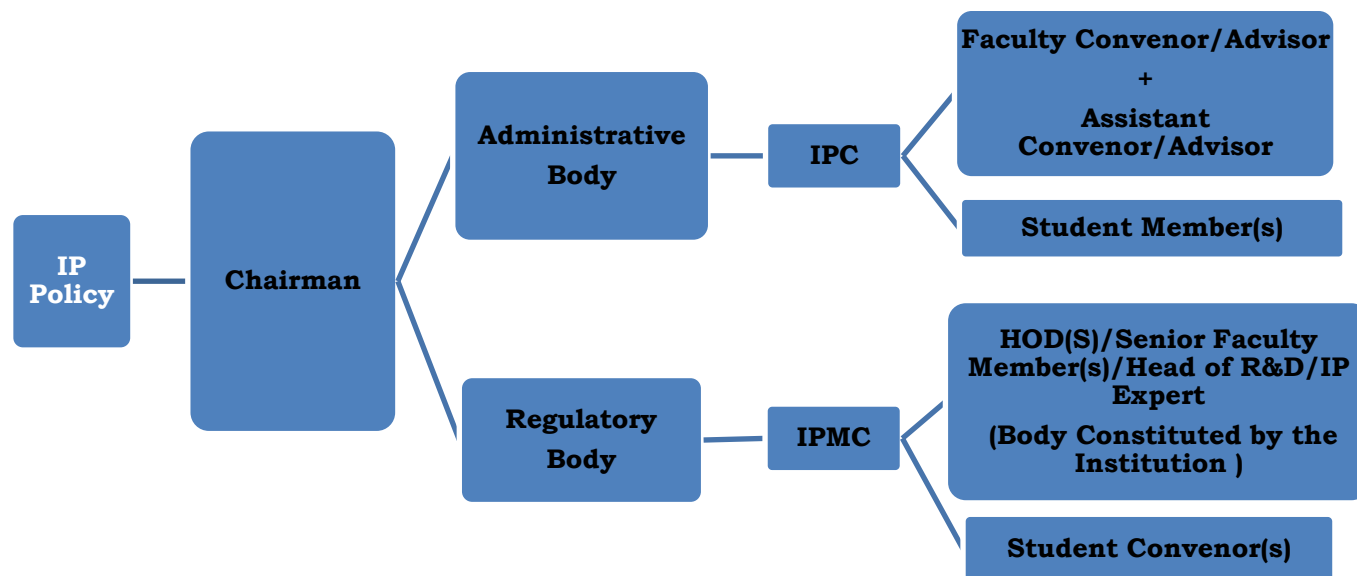
2.44. Inventive Step:A feature of an invention that involves technical advance as compared to the existing knowledge or having economic significance or both and that makes the invention not obvious to a person skilled in the art.

2.45. Capable of industrial application: In relation to an invention, means that the invention is capable of being made or used in an industry.

2.46. New Invention: Any invention or technology which has not been anticipated by publication in any document or used in the country or elsewhere in the world before the date of filing of patent application with complete specification, i.e., the subject matter has not fallen in public domain or that it does not form part of the state of the art.

2.47. IP Expert:Any person who belongs to any organisation within or outside the institution who has renowned experience in technology and IP activities.

3. GOVERNANCE AND MANAGEMENT



3.1. IP Committee (IPC)

(a) Purpose: The Institution shall establish an IP Committee to oversee the implementation and administration of this Policy internally in the institution. It also promotes the innovation activities of the institution.

(b) Composition: The IP Committee shall consist of Faculty Advisor/ Convenor, AssistantCoordinator along with student Member(s). This committee will be chaired by the Chairman of the Institution.

(i) Faculty Convenor/Advisor: This position may be allotted to one senior faculty who shall be responsible for all the mandates followed; roles and responsibilities for effective functioning. The Faculty Advisor/Convenor shall also be responsible for using his or her network to reach out to industries for collaboration with the universities. Mandate Requirement: Must have basic knowledge on IPRs.

(ii) Assistant Convenor/Advisor: This position may be offered to a junior faculty(s) who shall be responsible for day-to-day operations of the

IP Cell and will coordinate with the students. He/She will be acting as a substitute in the absence of Faculty Convenor/Faculty Advisor.

(iii) Student Member(s): One or more Second Year and Third year students who have interest in the field of IPRs and inventions may be taken up as student member(s). They will work under the guidance of Assistant Convenor/Advisor and Faculty Convenor/Advisor towards achieving the goals of the IP Cell.

(iv) Duties/Responsibilities: The IP Committee (IPC) will which conduct workshops, Seminars and Conferences on IPR activities and other inventions, in-house workshops, Industry tours, facilitating credit courses/contents, Preparing material, research projects managements. It can give recommendations to the Institution with respect to IP related activities. Meetings: The IP Committee shall carry out regular meetings. IPC may seek the opinion of experts group(s) formed with members from areas of expertise within the institution and/or outside the institution.

3.2. IP Management Committee (IPMC)

(a) Purpose: The Institution shall establish an IP Management Committee (IPMC) or designate a function within the Institution, to assist the Institution in managing and commercializing its IP in a form that will most effectively promote its development and use for economic and social benefit.

(b) Composition: The IP Management Committee shall consist of HOD(s)/Senior Faculty Member(s), Head of Research & Development, Subject expert(s) in the various relevant areas of institution, A Legal expert who is appointed as the Chairman's nominee at his discretionary power along with student Convenor(s) Constituted by the Institution. This committee will be chaired by the Chairman of the Institution.

(c) Duties/Responsibilities: The responsibilities of the IPMC shall include, but are not limited to:

- (i) Relationship management with Creators/Inventors.
- (ii) To form expert groups with members from different backgrounds to assess the proposals for filing IP.
- (iii) To create and finalise procedures and guidelines for the effective implementation of the IP policy.
- (iv) To facilitate IP protection by drafting agreements and IP contract management.
- (v) Providing guidelines for IPR related documentation including creating infrastructure for the same.
- (vi) IP management shall maintain records of the Institution's IP in an appropriate form and in sufficient record. It shall monitor the deadlines for the payment obligations related to the maintenance or annuity fees of protected IP, and shall, within a reasonable time, inform the person or department designated to make such payments.
- (vii) Conducting IP awareness programs for educating faculty/ students/ supporting staff/project staff/ visitors.
- (viii) To approach external funding agencies for generating funds to promote the IP's activities.
- (ix) To collaborate with organizations for filing, licensing/assigning of IP's to generate revenue through commercialization and Technology marketing and IP contract negotiation with third parties.
- (x) To take over the issues related to the violation of IP policy of the Institute and to report the same to the Chairman for necessary actions.
- (xi) To encourage and implement the IP policy in a proactive manner for the shared benefits of both the inventor and institute.
- (xii) Amicable Dispute Settlement/Resolution in case of any disputes between institution and Creator/Inventor(s).
- (xiii) Shall maintain the records of income/expense accounting records on each IP so that revenue sharing allocations can be calculated.

(xiv)IPMC may seek the opinion of expert group(s) formed with members from areas of expertise within the institution and/or outside the institution.

3.3 Appointment of IPC and IPMC

The members of IPC and IPMC shall be appointed by the chairman of the institution from time to time through official notification(s)/circular(s):

(a) The general term of the members of IPC and IPMC is fixed to a period of 2 years from the date of the appointment through the regular notification(s)/circular(s) issued by chairman.

(b) In any case of a member of IPC and IPMC resigns or leaves the institution then the position will be terminated de-facto and afresh appointment will be instituted within 60 days.

(c) Such appointment(s) of member(s) of IPC and IPMC is at the sole discretion of the chairman of the institution.

3.4 Chairman's Power to Nominate

(a) Notwithstanding anything above, the chairman has the power of nomination as an inherent power. In accordance, the chairman may appoint any person who deems fit to manage the constituted IPMC as an in-charge/Head of the Management committee to take care of all the responsibilities/duties/obligations and also all the proceedings of IPMC in consultation or as per the directions of the chairman.

(b) The Chairman may nominate a person(s) from the legal background for due diligence and to supervise the activities of the IPC and IPMC.

(c)Notwithstanding anything relating to the objectives of promotion of IP and Protection and Commercialization of IP, the Chairman holds certain reasonable discretionary powers:

(i) To decrease and/or increase the members of IPC and IPMC.

(ii) To Re-constitute the body of members of IPC and IPMC.

4. DETERMINATIONS BY IPMC

4.1. Responsibility to Disclose IP

(a) Recording: Creators shall keep appropriate records of their Research in accordance with the Institution's applicable policy procedures and make reasonable efforts to ensure that only those individuals within the Institution who have a need to have access to such records for the performance of their duties are granted such access.

(b) IP Disclosure: Where a Creator identifies potential IP resulting from his/her Research [or that of his/her team], he/she shall disclose such potential IP to IPMC promptly by means of an IP Disclosure Form.

(c) Complete disclosure: Creators must provide to IPMC such full, complete and accurate information as IPMC may reasonably require enabling it to sufficiently assess the technical and related features and functions, ownership, commercial potential and IP protection that might be applicable to such IP. Upon complete disclosure, the IP Disclosure will be registered and assigned a reference number and IPMC will share this reference number with the Creators to signify that the IP Disclosure has been formally received by the Institution.

(d) IP related to GIs and/or TK

When potential IP has been developed using GIs and/or TK, the IPMC shall require its Creators to disclose relevant information, in accordance with national legislation.

4.2. Creatorship and Ownership

(a) Creatorship: Creators shall, upon request, sign the appropriate legal documents provided by IPMC that attest to creatorship. Where there is more than one Creator, and there is a dispute as to the contribution to creatorship, IPMC shall in consultation with the Creators, assist in the determination of the percentage IP creatorship, failing which it shall be assumed that there was an equal undivided contribution.

(b) Ownership: Once creatorship has been determined, the Creators shall be required to formally assign any right, title or interest they may have in that IP to the Institution in the form of a contract that specifies the rights that will accrue to the Creator(s) and the Institution and the obligations they will have to assist the Institution with the Commercialization of that IP.

4.3. Determination as to IP Protection and Commercialization

(a) Evaluation and recommendation: IPMC will analyze the information disclosed in the IP Disclosure within 30 days of formal receipt. The analysis will include: whether or not the subject matter is protectable as IP; an assessment of economic viability or marketability; and determination of any rights of external parties, such as a funder or collaborator. After evaluation, IPMC will prepare a preliminary report with findings that enable the Institution to decide if it will proceed with IP protection and Commercialization. IPMC shall share the preliminary report with the Creator(s), and seek their input.

(b) Decision to protect/Commercialize: The Institution will decide, as soon as reasonably practicable, whether or not it wishes to protect and/or commercialize the IP. IPMC will use all reasonable efforts to notify the Creator(s) of the Institution's decision within usually 60 days of formal receipt of the IP Disclosure. IPMC will also make a determination in relation to the validity of any claim made by a Staff Member, a Visitor or a Student that they are the true Creator(s) of that IP and in relation to their rights under this Policy.

(c) Institution's obligation to notify Creators of its decision: Within no more than 60 days IPMC will notify the Creator(s) of the decision of whether the Institution will or will not pursue IP protection and Commercialization of their IP Disclosure.

4.4. Institution elects not to protect /commercialize the IP

(a)The Institution reserves the right not to protect or Commercialize IP that it owns if after consultation with the Creators:

- (i) There is no reasonable prospect of commercial success;
- (ii) It is not deemed to be in the best interest of the Institution; or
- (iii) It is not deemed to be in the public interest.

(b) Transfer of Ownership: In the event the Institution decides not to pursue IP protection and/or Commercialization, it will take steps to return said IPRs to the Creator(s), contingent on any other superseding contract rights of external party (ies)/sponsor(s).

(c) Written notification: If the Institution is unable to or decides not to protect or commercialize the Institution IP, it should notify the relevant Creator(s) of its decision in writing and in a timely manner.

(d) No prejudice to IP protection: The Creator(s) should receive the written notification in a timely manner that enables the relevant Creator(s) to take any formal steps to ensure the protection of IP, should they so desire.

(e) Assignment: If the Creator elects to take assignment of the IP, the Institution shall ensure that a deed of assignment is executed without delay.

(f) Terms and conditions: If the Institution assigns IPRs to the Creator in terms of this Policy, the assignment may be subject to one or more of the following terms and conditions:

- (i) That upon Commercialization, the Institution be compensated for any expenditure it may have incurred in connection with the protection and/or Commercialization of such IP; and/or
- (ii) That the Institution be granted a non-exclusive, royalty-free license to use the IP for Research and teaching purposes.

(g) Procedure: Procedure for any obtaining and commercialization of any IP as defined in this chapter 4 and/or as per this IP Policy is circulated in the form of 'procedures for

protection of IP and commercialization of IP'. This particular procedure is available as a flow chart under **Annexure – I** of this IP Policy.

(i) Amendments to the process flow or 'procedures for protection of IP and commercialization of IP' can be circulated in the form of 'Amendments to the **Annexure – I** of IP Policy'.

5. OWNERSHIP AND RIGHTS OF PARTIES

5.1. Ownership of Intellectual Property

(a) Intellectual Property is owned wholly or exclusively by the institution if:

(i) Any IP that have been developed by the use of resources at the institution or with the funds or with usage of both funds and resources of the institution and its external agencies without any former agreements.

(ii) Any IP that have been developed by use of external funds/facilities, including, that of sponsored research and consultancy projects without any associated agreement.

(iii) Any IP that have been developed under any contract or arrangement including "work for hire", work commissioned and/or outsourced by the institution.

(iv) Any IP that have been developed pertaining to a written agreement where ownership has been transferred to the institution.

(b) Intellectual property can be owned by Third party/ies exclusively or jointly with the institution if:

(i) Any IP that has been developed with/without external funding from Third party(ies) including sponsored research, consultancy projects and other collaborative project(s) or any other related activity(ies) with a prior written agreement between the third party/ies and institution.

(c) The Intellectual property can be owned by the Inventor(s) if:

(i) Any IP that have been developed without the use of the resources at the institution or without the funds or anything where there was no involvement of the institution and its external agencies.

(ii) Notwithstanding anything contained above, if the IP is unrelated to the inventor's engagement with the institution.

5.2. IP Created by Staff members

The Institution owns all IP created by a Staff Member in the course and scope of his/her employment; or making Substantial Use of the Institution's resources.

(a) Staff Member ownership: Staff Member(s) will own the IP they have created when such IP: Is outside the course and scope of their employment and without Substantial Use of the Institution's resources; vests in Scholarly Works.

(b) Appointment of Staff Members at another Institution as a Visitor: It is the responsibility of each Staff Member that holds an honorary or other academic or research appointment at another institution as a visitor (Host Institution) to bring to the attention of the Host Institution, including its IPMC, his/her obligations in terms of this Policy, prior to the tenure at the Host Institution. To the extent that the Host Institution's IP Policy makes a claim on IP created by the Staff Member pursuant to such appointment, the Staff Member shall ensure that the Host Institution negotiates a suitable IP arrangement with the Institution.

(c) Co-ownership of Staff Member(s) and Institution: Staff Member(s) and the institution shall jointly own the IP they have created when such IP is within the course and scope of their employment and by Substantial Use of the Institution's resources; vests in Scholarly Works.

5.3. IP Created by Students

(a) IP created by a Student in the course of study at the Institution (including thesis, dissertations and other Scholarly Works) will be co-owned by the Student. Unless contrary to Institution ownership and rights.

(b) The Student must submit his/her final thesis or dissertation to the Institutional repository. The Student must grant a royalty-free license to the Institution to reproduce his/her thesis or dissertation and to distribute copies thereof to the public.

(c) IPMC may, upon agreement, provide Commercialization services to Students for their IP. In this event, Students may be required to assign their IP to the Institution and will be afforded the same rights and obligations as Staff Members under this Policy.

(d) In the absence of an assignment of the IP to the Institution, the Students and IPMC may agree on the specific Commercialization services required, and at no cost to the Student in exchange for an agreed fee being paid to the Institution or sharing of Commercialization revenues accruing to the Students.

5.4. Bursaries/scholarships

An external party that grants a bursary or scholarship to a Student may elect to own the IP created by that Student in the course of his/her study at the Institution provided the Student and the Institution have consented to the assignment of IP ownership in writing and such consent is not contrary to any applicable local or national law.

5.5. IP Created by Visitors

(a) Institution ownership, unless otherwise agreed to in writing by the Institution and the Visitor's home institution prior to the tenure at the Institution, Visitors are required to assign to the Institution any IP:

(i) Created in the course and scope of their Appointment at the Institution; or

(ii) Created by making Substantial Use of the Institution's resources.

(b) On departure from the Institution, a Visitor must sign and submit to IPMC an IP Disclosure form disclosing any IP created, as in accordance with this policy whilst at the past Institution.

5.6. Special Rules for Course Materials

(a) **Institution ownership:** The Institution will own the IP in Course Materials created by a Staff Member or a Visitor, with the exclusion of Course Material that is created from or for Open Educational Resources, in accordance with this policy.

(b) **Licensed by the Institution:** The Institution grants the Creators of Course Materials a royalty-free and allows the visitor/staff member to use the Course Materials created by them for teaching and Research purposes at the Institution.

5.7. Moral Rights

(a) **Recognition:** The Institution undertakes to respect and protect the moral rights which copyright law confers on Authors of copyright works.

(b) **Rights granted:** The Institution acknowledges that moral rights vest in Authors of copyright works irrespective of the copyright ownership thereof and include:

(i) The right of attribution of authorship in respect of the copyright works;

(ii) The right not to have authorship of the copyright works falsely attributed; and

(iii) The right of integrity of authorship in respect of the copyright works.

(c) **No Waiver:** The Institution will not require Staff Members, Students or Visitors to waive their moral rights as a condition of employment, enrolment, Appointment or funding.

5.8. Public Domain

(a) **Institution IP forms part of the Public Domain in the following circumstances:**

(i) If a Research Contract provides that the Research results be placed into the Public Domain; or

(ii) If Staff Members or Visitors made use of resources licensed through Open Source or Creative Commons Licences and the licensing conditions require release of derivatives into the Public Domain.

(b) Release into the public domain:

The Institution will release IP into the Public Domain in the following circumstances:

- (i) Where it is deemed to be in the public interest;
- (ii) If the IP has low commercial or other development potential and low prospects of fostering the development of new products or services; or
- (iii) If deemed necessary by the Institution.
- (iv) IP generated from research conducted in collaboration with external partners

The revenue sharing on any IP generated from a partnership between the academic institution and external partners may be based on the agreement signed between the academic institution and the external partner at the beginning of such collaborations. In circumstances wherein, the assignee or the licensee has not taken adequate steps for the commercialization of the academic institution-owned intellectual property, the academic institution may consider revocation of the license and assigning it to another party, after following due process. It is important to add this as a clause in any agreement entered into by the academic institution, with regard to commercialization of technologies.

5.9. Types of Licensing

Licensing and assignment of IP's to a third party are the most common modes of IP transfer that can lead 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. In general, it is recommended that the academic institution should try to use the mechanism of licensing, so that ownership rights on the IP may be retained without

hindering the prospects of commercialization. Given below are some types of licensing that may be used:

(a) 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 should be avoided.

(b) 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.

(c)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 academic institution(s)/ researchers and licensee(s).

Given the abundance of creativity and innovation taking place at academic institutions and diversity of the creation or innovation so generated, the academic institution may combine elements of the aforementioned types of licensing or use other forms of licensing, such as – know-how licensing, etc.

6. NON-DISCLOSURE, TRADE SECRETS AND PUBLICATION

6.1. Non-disclosure for IP protection

(a) All users of information, documents and/or data within the academic institution, 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 academic institution shall strive to protect the data and personal information against unauthorized access, loss, destruction or breach.

(b) In conjunction with the right of publication, Creators should be aware that premature Public Disclosure may result in loss of IP protection rights. Therefore, they are strongly encouraged to make all reasonable efforts to identify any protectable IP as early as possible and shall consult IPMC before making any Public Disclosure of potential Institution IP.

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

(i) Already under public domain;

(ii) Is required by law or regulation to be disclosed;

(iii) Is independently developed by the researcher; and

(iv) Is received from a third party having no obligations of confidentiality to the disclosing party.

6.2. Trade Secrets

The Institution may designate certain confidential information as a Trade Secret, owned by the Institution. In that event, all Creators will be obligated to maintain secrecy of the Trade Secret and to follow the direction for management of the Trade Secret by IPMC.

6.3. Publication

Any publication, document and/or paper arising out of research activities shall be owned jointly by the academic institution and researcher(s). The use of name, logo and/ or official emblem of the academic institution shall not be done without prior written permission from the institution. While the researcher may publish material relating to the research, it may be better for both the researcher and the academic institution to jointly decide on any publication to be made. Particular care needs to be taken that no publication is made till the patent, if applicable, is filed. The academic institution may retain the right to require exclusion of certain portions from the information being published. The Institution will develop a separate and comprehensive policy with respect to publication and any publication made by the institution herein after has to follow the publication policy of the Institution.

7. COMMERCIALIZATION OF IP

7.1. Determination of the Commercialization Strategy

Within 90 days of the decision to protect or commercialize the IP under this policy, the Institution will determine, with input from the Creators, the most appropriate Commercialization strategy.

7.2. Assistance to IPMC

Creators of IP which has been selected for IP protection and Commercialization by the Institution must provide IPMC with all reasonable support in the assessment, protection (including preventing premature disclosure and execution of any documents including deeds of assignment and deeds attesting to creatorship), and Commercialization of the IP.

7.3. Sovereignty and Cooperation

The Institution shall have the sole discretion regarding the Commercialization of IP owned by it. Notwithstanding, the Institution will ensure that reasonable efforts are made to keep the Creators informed and, where appropriate, involved in the Commercialization of the IP to which they contributed. The Commercialization of Institution IP will be planned, executed, and monitored by IPMC.

7.4. Commercialization Pathways

(a) Modes of IP Commercialization may include:

- (i)** License, either exclusive or non-exclusive, and variations thereof or Preference for licensing to small and medium sized companies or businesses.
- (ii)** Assignment or sale in extraordinary circumstances.
- (iii)** Formation of a Commercialization Entity to which the IP is licensed or assigned in terms of this Policy.
- (iv)** Non-Profit use or donation.

(v) Joint ventures.

(vi) Royalty free access on humanitarian or other grounds; or

(vii) Various combinations of the above.

(b) Guidelines: Regardless of the mode of IP Commercialization, the transaction will be executed in a contract which:

(i) Protects the interests of the Institution, its Staff Members, Students and Visitors;

(ii) Retains rights for the Institution to use the IP for educational and research purposes;

(iii) Assures that the IP will be utilized in a manner which will serve the public good;

(iv) Assures that the IP will be developed and brought to the marketplace as useful goods and services; and

(v) Prohibits the “shelving” or “mothballing” of the IP or its use in any illegal or unethical manner.

7.5 Encouraging Entrepreneurship and Start-ups

(a) To promote and encourage entrepreneurial activities by its staff, the academic institution may reassign, under an agreement, its ownership of an intellectual property to the inventor(s) or creator(s) of the property, who opt to market, protect and license it on their own with minimal involvement of the academic institution. The fees to be paid to the academic institution by the assignee consist of all patenting and licensing expenses and appropriate amount of royalties, equity or other value received by the inventor(s) or creator(s).

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

(c) To promote a start-up/ venture set up by a researcher, it may be exempted from any upfront fee and/or royalty accrued to the academic institution for a certain period.

7.6. Liability and Indemnity

(a) As a matter of policy, the Institution shall, in any contract between the licensee and the Institution seek indemnity from any legal proceedings including without limitations of manufacturing defects, production problems, design guarantee, up-gradation and debugging obligations.

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

(c) The Institution shall retain the right to engage or not in any litigation concerning patents and license infringements.

(d) All commercialization agreements shall clearly mention that the academic institution is protected and indemnified from all liability arising from development and commercialization of the IP.

8. CONFLICT OF INTERESTS AND CONFLICT OF COMMITMENTS

8.1. Commitment to the Institution

Staff Members and Visitors primary commitment of time and intellectual contributions should be to the education, research and academic programs of the Institution.

8.2. Best Interests of the Institution

Staff Members and Visitors, Authors, Inventors, Students and any other members having any legal relation/obligations with the institution have a primary obligation to act in the best interests of the Institution; they should avoid situations where external interests could significantly and negatively affect their work ethic and research integrity.

8.3. Agreements with External Parties

It is the responsibility of all Staff Members and Visitors to ensure that their agreements with external parties do not conflict with their duties and responsibilities in terms of this Policy. This provision shall apply in particular to private consultancy and other research service agreements concluded with external parties. Each individual should make his/her duties and responsibilities clear to those with whom such agreements may be made and should ensure that they are provided with a copy of this Policy.

8.4. Disclosure of External Activities and Financial Interests

Staff Members and Visitors shall promptly report all potential and existing Conflict of Interest (COI) and Conflict of Commitment (COC) to the appropriate Institutional authority, in compliance with applicable COI/COC policies. The authority will be responsible for resolving the conflict or reaching a solution satisfactory to all parties concerned.

9. INCENTIVES AND DISTRIBUTION OF REVENUES

9.1. Purpose and scope

The Institution, in the interest of promoting knowledge transfer, will give due consideration to incentives to researchers to foster Research that has socio-economic impact; such incentives may be financial or non-financial. A Creator may receive incentives from each IP they created which is commercialized.

(a) General: The Institution, in line with the minimum requirements set out in relevant legislations. Where the relevant legislations will award Creator(s) in the sharing of monetary benefits that may accrue to the Institution from the Commercialization of Institution IP.

(b) Calculation of revenues for distribution: Calculation of Gross IP Revenue, IP Expenses, and Net IP Revenue shall be in accordance with the following rules:

(i) Calculation of Gross IP Revenue: ‘Gross IP Revenue’ is defined in Chapter-2 as ‘all revenue received by the Institution for Commercialization of Institutional IP before any cost recovery or deductions for IP Expenses’ and includes, but is not limited to, outright sale of IP, option payments received, licence fees received, evaluation fees received, upfront and milestone payments received, royalty payments received, share of profits received, dividends received, commissions, income through disposal of equity, and direct sale of products or services.

(ii) IP Expenses: ‘IP Expenses’ is defined in Chapter-2 as ‘all expenses incurred by the Institution in the management of IP for which Gross IP Revenue has been received’ and includes, but is not limited to, those expenses that relate to: The Institution’s expenses incurred by payment to external entities for securing, maintaining and enforcing IP protection, such as patenting and litigation expenses; costs incurred by the Institution in the licensing/assignment of IP, including marketing costs, contract negotiation and drafting costs; and costs in

making, shipping or otherwise distributing products, processes or services that embody the particular IP.

(v) Calculation of Net IP Revenue: IPMC shall maintain accurate and transparent documentation of IP Expenses incurred for a particular IP and shall be entitled to cover all IP Expenses it has incurred, as set out in above clause of IP Expenses. The 'Net IP Revenue' is calculated as the Gross IP Revenue less IP Expenses.

(vi) Co-owned IP: Where the IP is co-owned by the Institution and an outside organization, the Gross IP Revenue received by the Institution will be shared in accordance with a pre-determined contractual arrangement. Thereafter, the Gross IP Revenue received by the Institution and the Net IP Revenue will be determined, and revenues will be shared in accordance with this policy.

9.2. Standard incentives for Inventor(s)/Creator(s)

In order to promote and develop healthy environment with respect to creation of IP, the institution has adopted this policy for providing incentives to the inventor(s)/creator(s). The incentives are provided as follows:

(a) For a patent application which is approved by IPMC after due-diligence, the creator(s)/inventor(s) will be paid INR 10,000/- as an incentive.

(b) For an industrial design which is approved by IPMC after due-diligence, the creator(s)/inventor(s) will be paid INR 5,000/- as an incentive.

(c) For a copyright application which is approved by IPMC after proper scrutiny, the Creator(s)/Author(s) will be paid INR 5,000/- as an incentive.

(d) Any other IP which is generated/created within the institution would be provided an incentive as per the recommendations of IPMC. Such recommendations of IPMC should be appropriate and after a proper due-diligence and scrutiny.

(e) The institution has no legal obligation to grant incentive(s), whereby in any case such incentive(s) might vary from case to case or there can be a complete rejection of grant of such incentive(s) at the discretion of the chairman in the best interest of the institution.

9.3. Sharing of revenues

(a) The Net IP Revenue is distributed as follows:

- (i) 60% for the creator(s)/inventor(s).
- (ii) 40% for the institution.

(b) In any case, grant of incentive(s) to the creator(s)/inventor(s) shall not be considered as IP Expenses.

(c) With respect to the share allocation in a case where more than one inventor/creator has jointly contributed for the invention, such share amongst them would be as per their contribution(s) to that invention/creation.

(d) Such share between the inventor(s)/creator(s) would be decided by IPMC taking into consideration the contribution(s) that he/she has contributed relying upon the documents and on-record relevant material.

(e) Notwithstanding anything provided above, in any case of a circumstance(s), whereby the Institution has made its due contribution(s) for generation of IP then in such cases the 'net revenue share' shall be decided by the IPMC.

9.4. Disputes

In the event of a dispute or uncertainty regarding the Creator's share of the Gross or Net IP Revenue from a specific IP, the issue shall be brought for resolution to the IPM Committee.

9.5. Payment

Payment to the Creators/Enablers will be made by the Institution on a periodic basis as agreed in writing, but no later than 12 months after receipt of the Gross IP Revenue by the Institution.

9.6. Taxes

Payments made as per Clause 9.6 are subject to personal tax. In a case where, the Institution may, if so obliged under national tax laws, make any applicable tax deductions before making payments to the Creators.

9.7. Banking details

The onus is upon each Creator to ensure that the Institution has their current banking details for the purpose of revenue sharing. The Institution will keep the relevant IP revenue amounts in reserve for a maximum period of 3 (three) years after which all rights of Creators to receive such payments will be forfeited. If the Institution pays an amount into an incorrect account as a result of information supplied to it being outdated or incorrect, the Institution will not have any further obligation or liability in respect of such payment, which will be deemed to have been duly and properly made.

9.8. Contact details

The onus is upon each Creator to ensure that the Institution is in receipt of their current address details for the purpose of revenue sharing. Unless contrary to law, should the Institution be unable to locate the Creators through reasonable efforts, in order to effect payment of the revenue share amount, and a period of five years has passed since an initial attempt, then the portion owed to that Creator or his/her heirs will be paid to the Institution's central fund to be used to support Research and innovation activities.

10. DISPUTE SETTLEMENT

10.1. Any Violation, internal disputes or questions of interpretation arising under this Policy must in the first instance be referred to the internal IP Management Committee for consideration and mediation process has to be initiated by the IP Committee.

(b) If the matter cannot be resolved by the IP Committee within 90 Days [Three months] from the date of filing of that dispute/complaint to the committee. Then, the dispute or question of interpretation shall be referred to the chairman of the institution for mediation.

(c) The Chairman of the institution may at his/her sole discretion refer the matter to Institution's Executive Committee for arbitration or for an external arbitral committee for a final determination.

(d) Any dispute, controversy or claim arising under, out of or relating to this IP Policy and any subsequent amendments of this Policy, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as Non-Contractual claims, shall be referred to and finally determined by arbitration in accordance with the 'Rules of Arbitration of the Indian Council of Arbitration'. The arbitral tribunal shall consist of a sole arbitrator. The seat of the arbitration shall be at the place of the institution or anywhere else only if both the parties have agreed to bear the costs of the Arbitration.

(e) The language which shall be used in the arbitral proceedings shall be only 'English'. The dispute, controversy or claim shall be decided in accordance with the laws of the land.

10.2. Jurisdiction

As a policy, all agreements signed by the Institute and dispute(s) arising there from, will be subject to the legal jurisdiction of the High Court of Adjudication at Andhra Pradesh only and shall be governed by the appropriate laws of India.

11. AMENDMENT

11.1. Notwithstanding anything contained in the above said policy, according to the laws for the time being in force, the institution reserves the right to amend the policy at any time on the recommendations of the IP Committee and IPMC. In this Case:

(a) All IP disclosed on or *after* the effective date of such amendment shall be governed by the Policy as amended; and

(b) All IP disclosed *prior* to the effective date of the amendment shall be governed by the Policy prior to such amendment, provided that the provisions of the Policy (as amended) shall apply to all IP licensed or otherwise Commercialized on or after the effective date of any such amendment regardless of when the IP is disclosed.

11.2. International negotiations

Notwithstanding anything contained in the above IP Policy and National IPR Policy, the Institution may enter into any negotiation of international treaties and agreements in the best Interest of Inventor and the Institution.

ANNEXURE - I

