



The Intellectual Property Right Policy of National Institute of Technology Puducherry 2018

Preamble:

National Institute of Technology Puducherry (hereafter referred to as NIT Puducherry or Institute) is an institute of national importance dedicated to teaching and research. Faculty, students and staff members are energetically involved in different areas of research. These research and consultancy works leads to Intellectual property (IP) in the form of patents, copy rights, designs, instruments, devices, processes, specimens, software and other inventions. These new and useful inventions initiated a need for a central policy in determining the course of the creation, protection and commercialization of intellectual property at NIT Puducherry.

The NIT Puducherry intellectual Property (IP) Policy

This policy is applicable to all the NIT Puducherry –faculty, students, researchers, staff and others related. NIT Puducherry IP Policy is intended to introduce, regulate and organize issues related to intellectual property within NIT Puducherry.

Guidelines

This IP policy is to be followed in all matters related to IPR at NIT Puducherry. In the view of the evolving nature of the IP scenario, this policy may be modified from time to time to suit the emerging needs, or on a case by case basis. The IPR committee will address such specified cases by using this IP policy document as the guidelines.

IPR Cell is a nodal agency of the NIT Puducherry for processing all IPR related matters, viz., any intellectual property generated out of the intellectual effort of the creator employed temporarily or permanently at NIT Puducherry or studying at NIT Puducherry.

1. Objectives

The major objectives of the IP policy of NIT Puducherry are:

- To impart knowledge about intellectual property rights to faculty, staff, scholars and students and facilitate them to obtain IP.
- To lay down a transparent administrative system for assessing the ownership control and assignment of intellectual property and sharing of the revenue generated by the intellectual property generated and owned by the institute.
- To commercialize the IP owned by the institute.

2. Definition

The meaning of terms in these rules are as given below



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- a. **“Copyright”** means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work.
- b. **“Creator”** means any employee of the NIT Puducherry and includes those who are on probation, those who are employed on temporary basis either in the institute and/ or in projects and those who are research workers, research scholars or students who are responsible for the creation of an Intellectual Property, using the facilities of the Institute.
- c. **“Director”** means the Director of the NIT Puducherry.
- d. **“Intellectual Property”** broadly includes any property generated out of intellectual effort of the creator(s). It includes but not limited to
 - i. New and useful scientific and technical advancement in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties etc. which are patentable.
 - ii. Industrial and architectural design, models, drawings, software, creative, artistic and literary works teaching resource materials generated, records of research etc., which are copyrightable.
 - iii. Trademarks, service mark, logos etc.
- e. **“IPR Committee”** The committee constituted by the Director from time to time to evaluate and make recommendations regarding IP related issues.
- f. **“Patent”** means a patent granted under the provision of the Indian Patent Act, 1970.
- g. **“Patentee”** means the person for the time being entered on the Register of Patents kept under the Indian Patents Act, 2002 as the generator or proprietor of the patent.
- h. **“Revenue”** is any payment received as per an agreement by the Institute usually for legal use of an Intellectual Property through a license.

3. INTELLECTUAL PROPERTY OWNERSHIP

3.1 NIT Puducherry Ownership

1. Intellectual property of any kind created by faculty, students, staff, project staff, visitors and others, such as trainees from other institutes, participating in NIT Puducherry programs or using NIT Puducherry funds or facilities, are owned by NIT Puducherry when either of the following applies:

- a) The intellectual property was created with the significant use of funds or facilities administered by NIT Puducherry.



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- b) The intellectual property was created (i) as a part of the normal professional duty or (ii) work for hire.
 - c) The intellectual property was created in the course of or pursuant to a sponsored/consultancy research agreement with NIT Puducherry. In such cases, specific provisions related to IP made in contracts governing such activity will determine the ownership of IP.
 - d) The intellectual property was created as a part of academic research and training leading towards a degree or otherwise.
2. All copyrights, including copyrighted software will be owned by NIT Puducherry when it is created as a part of any of the academic programs of NIT Puducherry or created pursuant to a written agreement with NIT Puducherry, providing for transfer of copyright or ownership to NIT Puducherry. More specifically:
- a) NIT Puducherry will be the owner of the copyright on all teaching materials created by NIT Puducherry and non- NIT Puducherry personnel for external agencies, institutions and industry under the continuing education and distance education programs of NIT Puducherry. However, the authors will have the right to use the material for their teaching and research activities.
 - b) NIT Puducherry will not claim ownership of copyright on books and scientific articles authored by NIT Puducherry personnel. However, NIT Puducherry will have the copyright if books and reports have been created using funds specifically provided for this purpose by NIT Puducherry.

3.2 Inventor/Author Ownership

1. Inventors/Authors will own intellectual property when
 - a) None of the situation defined above for NIT Puducherry ownership of intellectual property applies.
 - b) It is created outside their assigned/normal area of research/teaching, for example, popular novels, poems, musical compositions, or other works of artistic imagination, without the use of significant institute resources.
2. Students will own copyright on theses/dissertation created as a part of their academic programmes. However, the student must grant to NIT Puducherry royalty free permission to reproduce and distribute copies for teaching and research as well as for dissemination for teaching and research to other academic institutions.



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

3.3 Third Party Ownership

1. Ownership of intellectual property resulting from:

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

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

- c) In case no such specific contract exists, IPR will remain with NIT Puducherry.

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

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

4. Disclosures, Confidentiality and Assignment of Rights

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

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

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

4. Having made the disclosure, the inventors, both NIT Puducherry and non- NIT Puducherry personnel, shall maintain confidentiality of the IP during the period it is pending with NIT Puducherry for the assessment of the possibility of



commercialization and protection of IP, unless authorized in writing by NIT Puducherry.

5. Evaluation of Intellectual Property

1. Evaluation of Intellectual Property will be done by the IPEC (Intellectual Property Evaluation Committee). The Head, IPR Cell will be the Chairman and the Head of the organization within NIT Puducherry for commercialization, will be the member secretary. The Director will nominate at least three additional faculty members with expertise or familiarity/experience in areas related to the IP.
2. Evaluation of IP means:
 - a) Assigning ownership of IP.
 - b) Determining whether an IP is innovative and fit for filing in India and foreign countries.
 - c) Determining whether the IP has a reasonable chance for commercialization.
3. After evaluation of IP, if NIT Puducherry decides not to take the responsibility for the protection of the IP, then it will assign all the rights of the IP to the inventors.
4. Even in such cases, as in (3), NIT Puducherry may take the responsibility of facilitating protection of the IP on case by case basis.
5. A decision on the annual renewal of IP rights will be taken by the IPEC. If NIT Puducherry decides not to renew the IP, fully or partially, then it will assign the rights of the IP, wherever relevant, to the “inventors.”

6. Contracts and Agreements

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

1. Allegiance, Affirmation and Confidentiality Agreement.
2. Evaluation Agreement.
3. License Agreement.
4. Technology Transfer (Commercialization) Agreement.
5. Alternative Dispute Resolution Agreement.
6. Classified Information Non-Disclosure (specific) Agreement.
7. The Head, IPR Cell, with specific approval of the Director, will be the authorized signatory in all categories of agreements listed above.



7. Commercialization

1. NIT Puducherry shall market the IP and identify potential licensee(s) for the IP to which it (i) has ownership and (ii) for which rights have been assigned to it.
2. For the IP where exclusive rights have not already been assigned to a third party, the creators may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care to ensure that the value of the IP is not affected.
3. If NIT Puducherry is not able to commercialize the IP in a reasonable time then the inventor(s) may approach NIT Puducherry for assignment of rights of the invention(s) to them.

8. Revenue Sharing

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

Case	Net earnings	Inventor(s)	NIT Puducherry's Share
1	For the first amount Q	65%	35%
2	Above the amount Q	50%	50%

2. It is suggested that amount Q be initially fixed at Rs. 100 lakhs. The creator(s) share would be declared annually and disbursement will be made to the creator(s), their legal heir, whether or not the creators are associated with NIT Puducherry at the time of disbursement.
3. Co-creators of IP shall sign at the time of disclosure, a distribution of IP Earnings Agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The inventors may at any time by mutual consent revise the Distribution of IP Earnings Agreement.

9. Infringements, Damages, Liability and Indemnity Insurance

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



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2. NIT Puducherry shall also ensure that NIT Puducherry personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.
3. NIT Puducherry shall retain the right to engage or not in any litigation concerning patents and license infringements.

10. Conflict of Interest

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

11. Dispute Resolution

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

12. Jurisdiction

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