

IPR & TECHNOLOGY TRANSFER POLICY

of

SVCE

Introduction

The faculty, research scholars, students and staff of Sri Venkateswara College of Engineering (SVCE) are actively engaged in diversified research areas through eleven Anna University, Chennai, approved research centres of the institute. Many of these research outcomes lead to generation of Intellectual Property (IP) which may have commercial significance. The SVCE management realizing the importance of protecting such IP through Intellectual Property Rights (IPR) and earn institutional recognition through technology transfer has created a position Co-ordinator, Technology Transfer and IPR. The responsibility of the co-ordinator is to identify and convert good UG/PG/PhD project innovations and inventions into IPRs and transfer the IPRs to industries. The co-ordinator will be the chief person in forming and execution of IPR & TT committee of SVCE which takes care of IP issues. The IPR & TECHNOLOGY TRANSFER POLICY OF SVCE was framed with the following objectives:

- (i) To promote innovation and IP generation through research and development, and the protection of IP through IPR related prior art search activities and awareness workshops.
- (ii) To protect the legitimate interests of faculty / research scholars / students/ funding organizations /collaborators to avoid conflict of interests.
- (iii) To ensure a standard process for the application and control of IPR for the institute.
- (iv) To ensure a standard process for sharing of the revenues generated through technology transfer of IPRs to industries.
- (v) To enter into appropriate agreements with the faculties, non-teaching staffs, teaching staffs who under take research activities.

The **IPR & TECHNOLOGY TRANSFER POLICY OF SVCE** is applicable to all personnel belonging to SVCE, and covers all different classes of Intellectual Property viz., Patent, Copyright, Design, Trademark, and its registrations and Confidential Information of IPR. The non-SVCE personnel associated with IPR activity are identified through MOUs/agreements/contracts between individuals or institutions wherever applicable.

A. Ownership of IP:

The institution SVCE shall be the owner of all invention(s) including, but not limited to software, designs, copyrights and integrated circuit layouts created by teams of SVCE and non-SVCE personnel, associated with any activity of SVCE, unless specific agreements or contracts are entered into by the Institution as described below prior to the creation of the IP.

Invention(s) including software, designs and integrated circuit layouts, created by SVCE personnel without the use of SVCE resources and not connected with the profession for which employed at SVCE, shall be owned by the creator(s). However, a clearance for such exemptions has to be obtained from the IPR & TT committee by providing all details to the committee. The decision of the committee will be final and binding.

For invention(s) including but not limited to software, designs 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 activity shall determine the ownership of IP.

The IPR & TT committee shall decide whether or where to file a patent or IP. Once the decision to protect the creative work is taken, the committee shall provide an IPR Advisor/Patent Attorney for drafting the IP application as appropriate. The inventor(s) shall conduct IP searches; study the prior art and provides the necessary inputs to assist in the drafting of the IP application. SVCE will pay 75 % of the patent registration expenditure. The remaining 25% of the registration expenditure should be initially borne by the inventor(s). If the patent is granted then the remaining 25% of the registration expenditure spent by the inventors will be reimbursed by SVCE. If SVCE chooses to file IP applications in other countries like US or PCT (Patent Cooperation Treaty) applications, then it shall bear the cost of application and other associated costs.

SVCE shall be free to enter into agreements with overseas institutions for protection and licensing of the IP.

The renewal fees for patents taken up solely by SVCE will be paid by SVCE . If it is a joint patent with other sponsors, the costs will be shared between the SVCE and the sponsor based on the contract/agreement. Payment on renewal is decided by the IPR & TT committee based on the commercial exploitation status of the patent.

All agreements including but not limited to the following categories, undertaken by any SVCE personnel need to be approved by the IPR & TT committee of SVCE.

- Non Disclosure Agreements
- Consultation agreement
- License agreement
- Technology transfer agreement
- Collaboration agreement

The name and logo of SVCE belongs to the institution and cannot be freely used in any commercial transactions without a written consent from SVCE. Specific approval should be sought from IPR & TT committee in case of any specific requirements.

B. Technology Transfer of IP:

SVCE shall strive to market the IP (patented or non-patented) and identify potential licensee(s) for the IP to which it has ownership. The creator(s) shall assist in this process. SVCE 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.

Optionally, if SVCE has not been able to commercialize the creative work in a reasonable time frame of 24 months, the creator(s) may approach the IPR & TT committee, for the assignment of rights of the invention(s) to them and the decisions of the IPR committee will be final and binding.

C. Copyright:

i. All ownership of copyright works rests with the creator except if the work is produced during the course of sponsored or collaborative activity and with specific provisions related to IPR in contract.

ii. The ownership of the copyright will rest with SVCE if it is created with significant use of resources of SVCE and is decided by the IPR & TT committee.

iii. The ownership of copyright of teaching material developed as a part of academic programs rests with SVCE.

iv. All works including technical reports, PhD thesis are to be copyrighted in the name of SVCE with a copyright note:© SVCE (year). It is the responsibility of the author/creator that their creation does not violate any copyright rules or ethical standards.

D. Publications:

The faculty, students and other staff of SVCE are encouraged to generate publications except for the following restriction:

a. If the publication of the work is based on a sponsored research, due permission is required from the sponsor or strictly follow the guidelines in the contract with the sponsor

b. In case of generation of patentable outcome, the IP has to be registered as a patent or copyright before publishing the content.

E. Software:

- a. The creators of the software are to protect its IPR as per the procedures and in line with the IP protection of the other IPs like patent, copyright etc.
- b. The software created for the purpose of teaching and further research can be freely distributed by the authors.
- c. If the software created out of a sponsored research, then due permission from sponsors or strictly follow the guidelines in the contract with the sponsor.
- d. The creators/authors should follow the norms, terms and conditions of the original software platform owners if their new improvements have been based on those software platforms.

F. Revenue sharing:

The value of respective IP in commercialization shall be at the sole discretion of SVCE. The net earnings from the commercialization of IP owned by SVCE would be shared as follows:

- a) The inventor(s) share would be declared annually and disbursement will be made to the inventor(s), based on their association with SVCE at the time of disbursement. The continuation of the payment to the inventor once he/she leaves the institution will be at the discretion of SVCE.
- b) In the event of payments received from interested parties before commercialization of IP, like awards, rewards, patenting bonus, etc., the inventors' share will be 50%, irrespective of the value.
- c) For year I the amount will be shared as 50% for the inventor(s) and 50% for SVCE
- d) For year II, it will be shared as 40% for the inventor(s) and 60% for SVCE
- e) For year III onwards it will be 30% for inventor(s) and 70% for SVCE
- f) Co-inventors 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.
- g) If the patent is co-owned between SVCE and sponsors, the revenue sharing will be based on the contract/agreement between the Institution and sponsors.

G. Consultancy and Testing:

The confidentiality of the activities of the consultancy and research work carried out through

Sponsored Research and Consultancy will be based on the agreements between the consultant(s)

and the company. In case there is no such agreement, it will be governed by the Disclosures, Confidentiality and Assignment clauses of this document. The revenue sharing for the lump sum consultancy fee will be as per circular dated 3rd Sept, 2015 (**Annexure I**), for the consultant and SVCE after deducting the travel and other incidental expenses incurred for the consultancy work.

H. Disclosures, Confidentiality and assignment:

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

b) For all other invention(s) produced at SVCE, if the inventor(s) wish to protect the invention(s) they produce, then they are required to disclose the creative work to the IPR & TT Committee of SVCE at the earliest date using a **Report of Invention form (Annexure II)**. The inventor(s) shall assign the rights of the disclosed invention to the Institution.

c) The IPRs submitted will be evaluated by the IPR & TT committee on the patentability.

d) In case SVCE is not willing to apply for the patent or register the invention, the inventor can apply for the patent with their own funds, after obtaining written permission from the IPR & TT committee. The IPR & TT committee's decision on revenue sharing out of this case will be final and binding.

e) All SVCE personnel and non-SVCE personnel associated with any activity of SVCE shall treat all IP related information which has been disclosed to the IPR & TT Committee and/or whose rights are assigned to SVCE, or whose rights rest with SVCE personnel, as confidential.

f) 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.

I. Infringements, Damages, Liability and Indemnity Insurance:

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

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

c. SVCE shall retain the right to engage or not in any litigation concerning IPR license infringements.

d. SVCE shall claim damages from the Licensee on publishing the invention to general public without the permission of IPR and TT committee on using SVCE resources on creation of innovation

e. in the event any other faculties, research scholar, students or staffs of SVCE violates any of the provisions herein SVCE is entitled to claim damages, Seek Infringement and other legal remedies.

J. 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 IPR & TT committee taking into consideration this fact.

K. Dispute Resolution:

In case of any disputes between SVCE and the inventors regarding the implementation of the IPR & Technology transfer policy, the aggrieved party may appeal to the IPR & TT committee. The IPR & TT committee's decision in this regard would be final and binding.

L. Jurisdiction:

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

Definitions:

- a. 'Inventor' means faculty, students, staff or visiting faculty who has/have written or created a creative work. It also includes any person who signs an agreement or MOU with SVCE for any work that results in IP creation.
- b. 'Invention' includes but is not limited to any new and useful design, process, formula or machine conceived or first reduced to practice in whole or in part, defined within the purview of the Indian Patent Act. The inventions result in but not limited to Patent, copyright works, software, designs, PCB and circuit layouts. Inventor(s) are person(s) who produce an invention.
- c. 'Co-inventors' are the co-authors of the invention
- d. 'Patent' means the exclusive right granted by law for making, using or selling an invention.
- e. '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.
- f. 'Design Registration' is Registration of the novel non-functional features such as shape, or ornamentation of a product.
- g. 'IPR & TT Committee' – is a committee formed by SVCE management and is the sole authorized body to handle all IPR related issues and conflicts
- h. 'SVCE personnel' includes but is not limited to the faculty, students, staff or visiting faculty, researchers and scientists at SVCE, Sriperumbudur.
- i. 'Institution' refers to SVCE.
- j. 'Intellectual Property' includes but is not limited to copyrights and copyrightable materials, database rights, patented and patentable inventions, tangible research results, trademarks, service marks and trade secrets.
- k. 'Licensing' is the practice of renting the intellectual property to a third party
- l. 'PCT Application' A PCT (Patent Cooperation Treaty) is a system of filing a patent application in several countries through a single application keeping the priority of the first filing in any of the countries within the PCT system.. This is administered by the World Intellectual Property Organization (WIPO) in Geneva. It is not a patent granting system.
- m. 'Conflict of Interest' or a 'Potential Conflict of Interest' exists when an inventor/author is or may be in a position to use either creative work or influence for unmerited personal or family gain.
- n. 'Ethical standards' refer to principles that when followed promote values such as trust, good behavior, fairness and/or kindness
- o. 'Net Earnings' mean earnings resulting from the licensing or commercialization of the IP, reduced by the actual expenses incurred in obtaining and commercialization of the IP, including the outstanding expenses.

ANNEXURE I

CIRCULAR

The Management is pleased to announce the guidelines for the compensatory incentives towards the consultancy services being done at our Institution by the departments

1. Revenue collected towards consultancy services : A
2. Expenditures incurred in completing the work : B
(Consumables, EB charges, Spares and other incidental charges)
3. Net revenue generated : C = A - B

COMPENSATION TO FACULTY AND STAFF:

S. No.	Nature of work	Max Share to Department (S)	Remuneration to Faculty	Remuneration to Non-teaching
1	Testing of Engine fuels (applicable to AE & ME departments)	0.3 C	0.2 S (or) Rs.150 per fuel run (Whichever is lower)	0.8 S (or) Rs.400 per fuel run (Whichever is lower)
2	Testing of Components (applicable to AE & ME departments)	0.2 C	0.2 S (or) Rs.50 per engine run (Whichever is lower)	0.8 S (or) Rs.150 per engine run (Whichever is lower)
3	Testing using Licensed Software	0.6 C	To be decided by HOD	To be decided by HOD
4	Any other testing using Lab facilities	0.6 C	To be decided by HOD	To be decided by HOD
5	Solution to the problem faced by the industries without using Lab facilities	0.7 C	S	—
6	Solution to the problems faced by the industries using Lab facilities	0.5 C	0.6 S to 0.7 S (To be decided by HOD)	0.4 S to 0.3 S (To be decided by HOD)
7	Development of new designs / ideas	0.7 C	S	—
8	Other works	To be decided by HOD in consultation with the Principal	To be decided by HOD	To be decided by HOD



Secretary

ANNEXURE II
REPORT OF INVENTION FORM

To

The IPR & TT committee, SVCE, Sriperumbudur, 602117

I / We wish to submit the following details of our invention for your feedback and further action.

1. Title of the invention:
2. Area of invention:
3. Name of the inventor:
4. Date of invention:
5. Address of the inventor:
6. Name and address of the coinventor(s),

if any:

7. Brief description of the
Invention:

(Enclose a detailed write
up of the invention)

8. Any other input from the Inventors:

I / We hereby certify that the inventions indicated above are my/our original work and the details given above are true to my/our knowledge and hereby Assign the full rights of the referred invention to SVCE, on this

.....day of(month), (Year)

Name & Signature of Inventor(s):

Date:

Comments/Approval by: IPR & TT Committee members