



# **IP POLICY AND GUIDELINES**

## **TABLE OF CONTENTS**

- 1) PURPOSE
- 2) DEFINITIONS
- 3) APPLICABILITY OF THE IP POLICY
- 4) OWNERSHIP
- 6) PROTECTION AND UTILIZATION OF IP
- 7) REVENUE SHARING
- 8) GENERAL

## **PURPOSE**

### **Vision**

*“Create an environment that encourages and enhances the research, creativity and innovation in the Acharya Institutes and to facilitate the transfer of inventions for the societal benefit”*

### **Mission**

*“To establish a dynamic, vibrant and balanced IP system in the Acharya Institutes to ensure an optimum utilization at all levels of society for the purpose of creation, protection, utilization, and enforcement of Intellectual Property”*

The IP Policy of Acharya Group of Institutes reflects the following objectives:

- a. To create an environment that encourages the generation of new knowledge and promotes intellectual creativity and innovation, by the faculty, students, and staff of Acharya Institutes.
- b. To motivate the generation and dissemination of IP by providing appropriate financial incentives through fair and equal distribution of benefits to all Inventors and to provide administrative assistance to Inventors.
- c. To protect the interests of the Institutes and the Inventors of existing new IP without compromising on the educational mission of the Institutes.
- d. To secure appropriate rights and to transfer the new knowledge for the benefit of public at large and Institutes in particular and to protect the Institutes and its Inventors from improper exploitation and abuse of its IP.
- e. To promote collaborative work with industries and other academic institutes and stimulate research through developing cutting edge inventions.
- f. To enhance the reputation of the institute.

## DEFINITIONS

Certain terms are used in this document with specific meanings, as defined in this section. These definitions do not necessarily conform to customary usage.

- a) **“Acharya Institutes”** means the various colleges, schools and institutes run by JMJ Education Society Bangalore, including
- i. Acharya Institute of Technology
  - ii. Acharya Polytechnic
  - iii. Acharya Pre-University College
  - iv. Acharya NRV School of Architecture
  - v. Acharya & B M Reddy College of Pharmacy
  - vi. Acharya School of Management
  - vii. Acharya Institute of Graduate Studies
  - viii. Smt. Nagarathamma College of Nursing
  - ix. Acharya College of Education
  - x. Acharya Institute of English and Foreign Languages
  - xi. Acharya School of Law
  - xii. Acharya School of Design
  - xiii. Acharya Institute of Allied Health Sciences
  - xiv. Acharya’s NR Institute of Physiotherapy
  - xv. Any other Institute that the Management of Acharya might add at a later date.
- b) **“Assignment”** means the execution of a written contract by the Inventor, assigning all of the Inventor’s rights, titles an interest in and to an IPR to the Institutes. IP/IPR are assignable as of the time the Inventor is employed or upon admission to the Institute or as of the time they are conceived or reduced to practice.
- c) **“Inventor(s)”** means any Researcher who creates an item of intellectual property including inventors and authors.
- d) **“Commercialization”** means any form of exploitation of Intellectual Property, including licensing, and commercialization via a spin-off enterprise or the disposal of any other interest, whether in return for economic benefits or payment in kind or any other form of value.
- e) **“Copyrighted works”** means literary, scientific and art works, including academic publications, scholarly books, articles, lectures, musical compositions, films, presentations and other materials or works other than software, which qualify for protection under the copyright law.

- f) **“Faculty”** means persons employed or engaged by the Institutes, including full-time and part-time employees consultants, visiting researcher and emeritus professors, adjunct or visiting appointees, student employees and technical staff appointed as per the Institute's appointment procedure.
- g) **“Institutes resources”** means any form of funds, facilities or resources, including equipment, consumables and human resources provided by the the Institutes either in a direct or indirect way.
- h) **“Intellectual Property”** means inventions, technologies, developments, improvements, materials, proprietor information, compounds, processes, methods and all other research results and tangible research properties, including algorithms, theoretical models, software and other copyrighted works.
- i) **“Intellectual Property Rights”** (IP Rights) means ownership and associated rights relating to Intellectual Property including patents, design, plant breeders rights, copyrights, trademarks, integrated circuit layout design rights, know-how, trade secrets and all other intellectual or industrial property rights, either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.
- j) **“Incidental Use”** of Institutes Resources involves the normal use or short term use of office space and facilities generally available to all researchers, such as libraries, computers, one time use of equipment, and support staff and does not involve the procurement or use of special supplies, services, equipment, laboratory or other support by the Institutes.
- k) **“Net Revenue”** means all proceeds received by the Institutes on intellectual property that it sells or licenses, minus any application, litigation, interference, or marketing costs directly attributable to the intellectual property being licensed. Deducted costs shall be reasonable and fair, and shall be properly disclosed; the sources and amounts of compensation shall also be properly disclosed.
- l) **“Researcher”** means and includes Faculty, Student and/or Staff who use the Institutes resources and who perform any research task at the Institutes or

otherwise participate in any research project administered by the Institutes, including those funded by external sponsors.

- m) **“Agreement”** means any kind of Agreement involving R&D or IP and includes Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research, Technology Transfer Agreement, Licensing Agreement pursued by Researchers and/or Intellectual Property generated at the Institutes.
- n) **“Student”** means any full-time or part-time pupil including school, pre-university students, graduate, diploma students, undergraduate, post-graduate, Research Scholars or doctoral student regardless of whether the student is housed inside the campus or outside; an employee of an external organisation registered for doctoral or post-graduate studies; a Faculty or Staff registered as a post-doctoral or doctoral student with an external organisation or students under student exchange program.
- o) **“Staff”** means any employee of the university other than students and faculty as defined above. If a student is also a part-time university employee, he is considered as staff with regard to intellectual property developed as a result of his employment, and as a student with regard to other intellectual property. Visitors to the university who make substantial use of Institutes resources are considered as staff with respect to any intellectual property arising from such use.
- p) **“Substantial use of Institutes facilities”** means extensive use, directly or indirectly, of Institutes laboratory or computational facilities, Institutes provided or Institutes administered funds, space or human resources including guidance and mentorship. The use of these facilities must be important to the generation of the intellectual property; merely incidental use of facility commonly available to all faculty, students or staff such as libraries and information resources does not constitute substantial use of Institutes resources.
- q) **“Visiting Researcher”** means individuals having an association with the Institutes without being either employees or students and includes academic

visitors, individuals with honorary appointments in the Institutes and emeritus staff.

## **I. APPLICABILITY/SCOPE OF THE IP POLICY**

- a. This Policy shall apply to all intellectual property generated on or after 2021 and all IP Rights associated with them.
- b. This IP Policy of the Institutes is applicable to all Researchers who have established a legal relationship with the Institutes or who has made Substantial Use of Institutes Resources. This policy is also applicable to researchers who have generated the IP while at the Institutes and thereafter have resigned, quit or graduated from the Institutes.
- c. When Institutes Personnel work at other organizations through a formal agreement between the Institutes and the other organization, the IP Policy of the Institutes will be interpreted in reference to the relevant formal inter-institutes agreement.
- d. All proposals/engagements/collaboration concerning R&D projects, technology transfer, consultancy assignments, IP Protection etc, need the approval of the IP Cell of the Institutes (REF) before they are accepted by the concerned researchers or submitted to the concerned external organizations.

## **II. OWNERSHIP OF INTELLECTUAL PROPERTY**

### **1) Researchers of the Institutes**

- a) Save as set out below, all rights in Intellectual Property conceived, made, or generated by a researcher of the Institutes in the course of his or her duties and activities at the Institutes shall generally belong, automatically, to the Institutes. The researchers who have contributed in conceiving the IP shall remain the Inventor of such IP.
- b) Unless otherwise agreed, IP resulting from government-funded research shall be the property of the Institutes or the ownership shall be determined in accordance with the policies of the government.

- c) If the personnel of the Institutes create Intellectual Property outside the normal course of his or her duties of employment, with the substantial use of Institute's Resources he or she will be deemed to have agreed to transfer the IP Rights of such Intellectual Property to the Institutes as consideration for the use of Institutes Resources.
  - d) In the absence of a prior written Agreement with sponsors, collaborators, or any other external entities or persons and the Institutes before the commission of the work, Institutes shall own all the IP rights arising from work, in the following cases:
    - i. If it has been developed with a mix of funds/facilities of the Institutes and external agencies.
    - ii. If it has been developed with the use of external funds/facilities, including that of sponsored research and consultancy projects either partially or wholly.
    - iii. If it has been developed under any contract arrangement including "work for hire", work commissioned and/or outsourced by the Institutes.
    - iv. Research where two or more persons collaborate.
    - v. Visitors on sabbatical or study leave at the Institutes.
  - e. Intellectual Property generated in the course of, or pursuant to a sponsored/collaborative research or other type of agreement with a third party, shall initially belong to the Institutes and then ownership whether solely or jointly shall be determined according to the terms of such agreements (in accordance with clause 7 of this section).
  - f. If a student is offered a studentship sponsored by a third party under a separate agreement, under which the third party has a claim on Intellectual Property arising from the studentship, the student must agree that the Intellectual Property shall initially belong to the Institutes and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.
- 2) Visiting researchers/honorary appointments to the Institutes**
- a) Visiting Researchers are required to transfer to the Institutes any Intellectual

Property they create in the course of their activities arising from their association with the Institutes. Such individuals will be treated as if they were Institutes researchers for the purposes of this Policy.

- b) Before such individual's appointment at the Institutes commences, an agreement shall be entered into between the Institutes and the individual who is to have the honorary/visiting researcher appointment with the institutes. The type of agreement is to be determined by the Institutes and must be approved by the IP Cell.
- c) Unless otherwise agreed by the Institutes, individuals who have an honorary appointment with the Institutes:
  - i. are required to assign to the Institutes any IP they create and/or develop in the course of their honorary activities for the Institutes or using Institutes Resources; and
  - ii. will be treated as if they were researchers for the purposes of revenue sharing.

### **3) Exceptions**

All IP developed by Institutes researcher in their own personal time and which is neither connected to research of the Institutes, or generated in the course of their duties, nor developed with substantial use of the Institute's resources shall belong to such researcher identified as inventors, provided prior written disclosure is made to the Institute's IP Cell through the concerned affiliated Head of the Organization and obtain a no-objection from the office.

### **4) Researchers pursuing research activities at other organizations or outside Institutes/Honorary appointment/Sabbatical**

- a) Rights related to Intellectual Property that is generated during an academic visit by the researcher of the Institutes to another organization shall be governed by an agreement between the Institutes and the other organization (in accordance with this section).
- b) If the Institute's IP Rights are not affected and does not conflict with their obligations and commitments to the Institutes, the IP generated during the visit shall belong to the other organization, unless otherwise provided in an

agreement.

- c) It is the responsibility of the Institutes researchers to ensure that their agreements with third parties are in keeping with their obligations to the Institutes.
- d) In all such circumstances, before a researcher commences such honorary appointment, an agreement must be executed, after consultation with IP Cell, between the Institutes and the other organization in relation to, amongst other things, IP.
- e) In the event any IP is generated pursuant to such engagement, any revenue generated out of such IP generation, the external organization shall enter into a mutually agreed Term-sheet for revenue sharing with the Institutes as per existing agreement between both the Parties and the researcher of the Institutes shall be named as an inventor.
- f) Researchers before engaging in such activities must also sign any document that the Institutes reasonably requests to ensure that all rights in IP that belong to the Institutes, as set out in this Policy, either remain with, or are assigned to the Institutes.

**5) Waiver:**

- a) If the Institutes cannot, or decides not to, protect or exploit any Intellectual Property to which it lays claim, or decides not to proceed with the prosecution or maintenance of a specific IPR it shall forthwith notify the Inventors(s) or the Inventor(s) can request for a release or Reassignment of the IP/IPR. The notification shall be made within a reasonable period of time prior to any act or any intentional omission liable to prevent the obtainment of protection.
- b) Upon determination by the Institutes that releasing the IP to the Inventors will not violate the terms of an external Agreement and that such releasing would be in the best interests of the Institutes, the Institutes may agree to release the Invention to the Inventor(s) at its discretion. In such cases the Inventor(s) shall have the option to acquire related IP Rights; however, the Institutes may claim a share from the income of any subsequent exploitation of the Intellectual Property to the extent equaling the verified expenditures

of the Institutes incurred in connection with the protection and commercialization of such IP.

- c) The Institutes may also claim for a perpetual non-exclusive royalty-free license for research purposes without the right to business exploitation and without the right to sub-license. The Institutes may also claim for a percentage of any net income generated by the Inventor(s) from the commercialization of the Intellectual Property on a case-by-case basis.
- d) The Institutes shall not unreasonably withhold or delay an assignment of the IP Rights to the Inventor(s); however it reserves the right to delay exploitation where it is in its interests to do so.
- e) In the event of any such release as described above, the Inventors shall submit a progress report including the progress on further R&D, revenue generated, investments made, audit report if any etc, once every year to the concerned office.

## **6) Copyright**

- a) All rights in Copyrighted research publication or books authored by the researchers are owned by their Inventors regardless of the use of Institutes Resources except for software which would belong to the Institutes or Copyrighted Works specifically commissioned by the Institutes or developed in the performance of an Agreement or other third party agreement shall constitute an exception where the provisions of such agreements shall be taken into account. However the copyright will be affiliated to the Institution.
- b) If a researcher creates software that is not part of his or her normal duties and does not substantially utilize Institutes resources, and if the software development is done outside the Institute's, the ownership of such software would vest with the researcher who generated it.
- c) Thesis and dissertation (hereinafter referred as course work): A student shall own the copyright of his or her course work. The student shall hereby grant to the Institutes a royalty-free right to reproduce, publish the course work, in any appropriate form for the extension of academic excellence.

- d) If course work, Publication or Books authored by the researchers contains information on any protectable IP including inventions, designs etc., that AI is entitled under this policy, the researcher shall make relevant disclosures to AI to obtain ‘no objection’ before such publication/disclosure is made or caused to be made.
- e) **Teaching/course materials:** As a general rule, the course syllabus, lecture notes, class handouts, lab manuals, and digital presentations are the intellectual property of the researcher who generated them, unless they fall within one of the categories of described below: the Institutes will own the IP in Teaching Materials including syllabus generated and/or developed by a researcher for the work that are commissioned for the Institute’s use by the Institutes or is generated by the researcher as a specific responsibility of the position for which the researcher is hired or generated under a sponsored work, or works resulting from grants.
- f) If a researcher holds a copyright to a work as per above, it would be advisable to put a copyright notice on the work which includes the copyright symbol, the year it was written along with the name of the Inventor, for example., “© 2016 ABCD”. Although this is not required for seeking copyright registration, it may help deter others from misusing it. If the Institutes own the copyright to the work as per the clauses above, the Inventor of the work may request the IP Cell or concerned office of the Institutes to register such work for copyright.
- g) **Moral rights:** The author or Inventor of a work, whether or not the owner of the copyright in the work as per Section III (6), has the right to the integrity of the work and the right, where reasonable in the circumstances, to be associated with the work as its author or Inventor. This applies to all work commissioned by the Institutes or produced pursuant to the researcher’s normal administrative or professional duties with the Institutes even though the Institutes owns copyright to such work.

## 7) **Joint Initiatives with Third Parties**

- a) It is the responsibility of the Researcher to ensure, that prior to commencing any research activity in collaboration with any third party, the terms and

conditions of co-operation be set forth in a written agreement. The Agreement shall inter alia include provisions, as appropriate, regarding:

- i. IP and associated rights already existing at the Institutes prior to entering into the Agreement
  - ii. IP and associated IP Rights arising from research activities set out in the Agreement, after entering into it;
  - iii. Licensing terms;
  - iv. Confidentiality requirements;
  - v. Terms of public disclosure;
  - vi. Other relevant provisions.
- b) Collaborative research means research in which Institutes undertakes with the third party persons employed by the third party and who contribute intellectually to the generation of the IP
- c) Sponsored research means the Institutes being contracted by a private organization to undertake research by funding either partially or completely.
- d) Researchers shall not have the right to enter into an Agreement with third parties on behalf of the Institutes unless they are authorized to do so by an official representative of the Institutes. All such collaboration or agreements have to be routed through the IP Cell of the Institutes, & to the Research Directorate.
- e) Persons acting for, and on behalf of, the Institutes shall exercise all due diligence when negotiating agreements and signing contracts that may affect the Institute's IP Rights in accordance with this IP policy.
- f) The Institutes will consider joint ownership of IP with an external organization if only all the below parameters are met:
- i. Contributes its background IP to an Institutes project;

- ii.** Makes intellectual contributions to the project through the participation of its employees in generating IP together with the Institutes; and
  - iii.** Meets a substantial part of the costs (both tangible & intangible) of the project.
  - iv.** Waiver of joint ownership can be considered by the Institutes on recommendation(s) of the involved Inventors(s) and the head of the Institutes subject to the adequacy of compensation provided to the Institutes.
- g) If the organization wishes to exploit such jointly owned project IP commercially, the Institutes will grant the organization the first right to negotiate a royalty-bearing license from the Institutes. The organization's joint ownership will, however, be limited to the field of application, as identified in the research agreement with the Institutes. The Institutes reserves ownership of any IP generated in the fields of application not specified in the research agreement, and will be free to exploit the IP in those other fields of application without being accountable to the organization.
- h) In the absence of a prior Agreement, irrespective of the intellectual and financial contributions and the use of resources of the Institutes and the collaborative party to the conception of the Intellectual Property, the Institutes shall take a lead in obtaining appropriate IP Rights and/or share in the revenue generated from its commercialization.
- i) In the absence of such an agreement defined in clause (a) of this section, it is the policy of the Institutes that IP Rights shall be distributed among the collaborating organizations in the proportion that reflects the proportions of contributing to the generation of the Intellectual Property.
- j) In order to enable the collaborating organizations to establish such proportions defined in clause (f) above and to prevent subsequent disputes, it is expedient that the parties maintain regular, well-documented records of the research activities pursued, signed by all of them.
- k) Any confidentiality provision of an Agreement aiming at the delay of public disclosure for the purpose of protection should not usually have effect for

longer than 3 months from the time the concerned party is notified of the intent to publish.

- l) Before signing, the full copy of the proposed agreements and other legal statements concerning the Institute's IP Rights shall be submitted to the person or department designated by the Institutes for advice and approval.

### **III. PROTECTION AND COMMERCIALIZATION OF INTELLECTUAL PROPERTY**

The IP Cell of AI will be responsible and delegated authority for evaluating, protecting and commercializing all Institute's IP and administering all relevant Institutes policies pertaining to Intellectual Property. The protection process for IP generated by the researchers begins with the obligation of Inventors to fully convey information on the generation to the IP Cell or the designated person identified by the Institutes from time to time. The Inventors shall furnish information and execute documents requested and needed by the IP Cell to fulfill its responsibilities of securing the IPR.

#### **1) Disclosures**

- a) A disclosure form (Reference to the Form) is a document, which provides information about Inventor(s), what was invented, and facts concerning subsequent activities pertaining to such invention. It provides the basis for a determination of potential IPR and the technical information for drafting a suitable IPR application including a patent application.
- b) Inventors must prepare and submit, on a timely basis, an invention disclosure (Reference to the Form) for each potential IP including a patentable invention conceived or first actually reduced to practice in whole or in part in the course of their responsibilities or with more than incidental use of Institutes resources to the IP Cell as appropriate. Relevant forms may be collected from the nodal officer or department designated by the Institutes.
- c) The Institutes shall endeavor to avoid undue delays in publications. Inventors should disclose all potentially exploitable IP as soon as they become aware of them and this information must be treated with the

absolute care, especially using secure means of handling Confidential Information.

- d) All Researchers, of the Institutes are obliged to disclose all Intellectual Property falling within the scope of this policy to the person or office designated by the Institutes before considering to disclose it to the public, publish or advertise through any medium. Public disclosure of research results made before obtaining the right of priority concerning a specific Intellectual Property application, highly jeopardizes the proper protection of the related IP Rights. Therefore Inventor(s) should refrain from any public disclosure of IP prior to filing such applications.

## **2) Evaluating and Protecting Inventions**

- a) IP Cell will evaluate all disclosed IP applications for their possible protection and commercialization potential and determine the appropriate means for protecting and promoting the development of the IP. Inventor(s) will cooperate with the Institutes or in its effort to evaluate and protect Institutes inventions by providing information, attending meetings and advising on further development whenever required.
- b) When an IPR application including an invention or design application has been authorized on a disclosed invention, by the IP evaluation committee of the IP Cell, IP Cell in collaboration with the IP lawyers/attorneys will work with the Inventors to prepare a required IPR application. Inventors are required to provide a reasonable level of assistance in this process. IPR applications are filed in the name of the Institutes and all expenses for seeking such protection shall be borne by the Institutes or a third party based on a collaborative agreement. IP Cell and the Inventor(s) will be jointly responsible for responding to any requests from the attorneys or IP Lawyers within India or outside India.
- c) After the date of disclosure, the person or office designated by the Institutes shall immediately commence the evaluation of the Intellectual Property. As a first step, a pre-evaluation shall be carried out to identify any major obstacles, which could hinder the protection and commercialization of the Intellectual Property.

- d) Based on the results of the pre-evaluation a recommendation on whether to protect and exploit the Intellectual Property shall be forwarded to the person or committee appointed on a case to case basis, taking the final decision on behalf of the Institutes. Based on the committee recommendation on whether the Institutes should seek statutory protection for the IP and if so, on the countries in which such protection is to be sought, which will be communicated to the respective Inventor(s)
- e) Such a recommendation shall be forwarded within a reasonable time from the date of disclosure. The Inventor(s) shall be informed of the decision within a reasonable time from the date of decision in writing. If the Institutes decides not to commercialize the disclosed Intellectual Property, then the provisions of clause (4) of this section shall apply.
- f) The Inventor(s) shall closely cooperate with the person or office designated by the Institutes, the patent attorney or any other professional experts engaged by the Institutes. Inventor(s) are required to give reasonable assistance in protecting and commercially exploiting the Intellectual Property by providing information, attending meetings and advising on further development. The Inventor(s) shall take all reasonable steps requested by the IP Cell, including execution of assignments or other documents necessary to perfect the Institute's ownership rights and other requests necessary for evaluation, valuation and protection of the IP generated. The Inventor(s) shall also make their obligations clear to those with whom they make Agreements by disclosing the IP Policy. The Inventor(s) shall promptly disclose all the know-how, designs, algorithms, source-code , prototypes pertaining to the IP conceived in writing without concealing information and submit it to the IP Cell as and when requested.
- g) The person or office designated by the Institutes and the Inventor(s) shall jointly determine an appropriate commercialization strategy as part of the evaluation process within reasonable period of time from the date of Institute's decision.
- h) Commercial decisions, such as the ones concerning the terms of an assignment/licensing agreement or establishment of a start-up or a spin-off,

shall be taken on a case-by-case basis by the person or committee designated by the Institutes, giving due consideration to all circumstances.

- i) The Institutes may decide not to apply for registered industrial property protection or may withdraw an unpublished application, if it is more appropriate for the purposes of commercialization to treat the Intellectual Property as a confidential know-how. In such cases Inventor(s) shall be requested in writing to refrain from any public disclosure of the Intellectual Property. When choosing this option, however, the Institutes shall take the Researchers' freedom to publish as well as public interest into account.
- j) If the Institutes decides not to undertake the protection and commercialization of the Intellectual Property, the rules set out in this Policy shall apply.
- k) Expenses incurring in connection with the protection and commercialization of Intellectual Property shall be borne by the Institutes to the extent possible, however, where an invention has resulted from a research Project or external funding, whose funding provides specifically for IP expenses, the Institutes shall utilize such funds for seeking IP protection. Where such funds designated specifically for IP expenses are not available to the project from which the IP has been generated, the Institutes shall bear the costs of IP protection, wholly or in part, depending on whether the Inventor(s) are able to meet a part of the expenses through funds available to them.
- l) During the evaluation and commercialization period the full description of the Intellectual Property may be disclosed to third parties under confidentiality agreement.

### **3) Confidentiality**

- a) A key component of protecting IP is maintaining confidentiality, including when collaborating with Third Parties, all researchers must keep secret any Confidential Information to which he or she has access and only use it for the purpose for which it was supplied.
- b) Disclosure or publication of IP prior to filing a patent application may harm, or in certain circumstances eliminate, the opportunity to obtain patent protection for an invention.

- c) Researchers must therefore ensure that all IP is kept confidential until suitable arrangements for its protection have been put in place during all stages of IP development.
- d) A breach of confidentiality by any researcher is a very serious matter. A willful breach of confidentiality will constitute serious misconduct e.g. passing Institutes confidential or proprietary information to third parties without a suitable confidentiality agreement in place or passing on confidential information of a Third Party which was provided to the Institutes on a confidential basis, will be considered as a breach of this Policy and will be a disciplinary matter.

#### 4) **Commercialization**

- a) Where the Institutes owns IP rights in a work, the Institutes may choose to commercialize it, and may consult with the Inventor(s) on the best means for commercialization. As the sole or joint owner of any IP, the Institutes is entitled to enter into binding agreement with any party for the utilization of its IP, whether on commercial terms or on non-commercial terms in the public interest, and in a manner consistent with the terms of any agreement involving the research from which IP is generated read harmoniously with the terms of this policy.
- b) The Institutes shall be entitled to grant Licenses, either exclusive or non-exclusive, for the utilization and commercial exploitation of Institutes IP, or to make such other arrangements as the Institutes may deem fit to facilitate Transfer of the IP generated, Licensing, and other means of Commercialization of Institutes IP to industry or other entities, while preserving the rights and interests of the Institutes and of the Inventor(s).
- c) The cooperation of Inventor(s) with the Institutes and with licensees of Institutes IP is usually essential for the success of efforts to utilize/commercialize IP. Therefore, Inventor(s) shall provide all assistance to the Institutes both during the effort to protect IP and the later efforts to undertake licensing and commercialization. The assistance and active cooperation of Inventor(s) is also required in identifying potential licensees for Institutes-owned IP and in negotiations with potential licensees.

Alternatively, the Inventor(s) of a work in which the Institutes owns the IP rights may, with the Institute's prior approval, pursue opportunities to exploit the work, and negotiate with third-parties on behalf of the Institutes. The Institutes shall always be a party to any resulting agreement.

**d) Placing Institutes IP in Public Domain**

The Institutes recognizes that Commercialization of IP may not always be appropriate and sometimes it is in the best interests of knowledge transfer to place IP in the public domain without registering the IP for protection and/or to make the IP open source for a nominal fee or for free. If the researcher believes that this is appropriate, he or she must discuss with the IP Cell and the IP Cell may consider the option after consulting with various stakeholders and evaluating such request in the interest of the Institutes. Where IP is being generated with the support of a Third Party, then the researcher must discuss and agree the position with IP Cell and the Third Party. Based on the request, the IP Cell shall decide with the third party whether it is appropriate to place the IP in the public domain or to make it open source, in the best interests of the Institutes.

**V. APPORTIONMENT OF THE REVENUE**

The Institutes provides an incentive to Inventor(s) by distributing revenue generated from the commercialization of the Intellectual Property. In the event that IP is commercialized, the Institutes shall first be reimbursed for all costs, including IP development costs, protection costs, marketing costs and other commercialization costs. Except as otherwise provided, the following scale of revenue sharing would apply among the Inventors and the Institutes for any revenue generated through the technology transfer efforts of the Institutes-owned IP.

The distribution of surplus is: Researchers 70% and Institute 30%

- 1) The Institutes may at times accept equity in the Licensee Company as part of the license fee. The Inventor's benefits in such equity granted to the Institutes shall be distributed as per the formula: 70 % Institute + 30% Researcher).
- 2) Where the Institutes licenses Institutes-owned IP to the Inventor(s), for

example, under an Entrepreneurship Program, or a start-up Company, through the Institutes, or any other initiative within or outside the campus, the Institutes may accept equity in the start-up Company as part of the License Fee. Such equity shall vest solely with the Institutes, with no share to the Inventor(s). The Inventor(s) shall not be entitled to any share in such equity.

3) Apportionment amongst Individual Inventors:

Where more than one Inventor is involved, initial responsibility for agreeing to the division of the Inventors' share of revenue amongst them shall lie with those Inventors. The revenue would be shared based on the apportionment provided by the concerned Institute's Faculty or primary Inventor.

4) Leaving employment of the Institutes:

Cessation of employment either by resigning, retirement, or completion of project/ course, under normal circumstances, will not affect an individual's right to receive a share of Revenue, provided the IP/revenue was generated during the due course of their employment or association with the Institutes. Such cessation shall not also absolve the Institutes Personnel from their obligations towards confidentiality or the procurement/registration of IP in so far as executing necessary documents and/or assisting attorneys of the Institutes towards the objectives of the Institutes are concerned. Inventors continued collaboration with the Institutes and the licensee is essential to ensure that the IP of the Institutes is appropriately secured and commercialized successfully, therefore, the Inventors are requested to cooperate with the Institutes by regularly updating their contact details. All researchers leaving the Institutes for various reasons shall agree to cooperate with the Institutes as requested for without any undue delay. Failure to cooperate will be considered as a breach of this IP Policy.

5) Death:

In the case of the death of the Inventor, any due share of the revenue will be paid to the legal heir / representatives of the deceased.

6) Sharing of remuneration received for consultancy service:

Employees/Staff of the Institute's may be offered consultancy or similar

assignments by an external agency or organisations, while working or engaged with the Institutes. Any payments received by the employees/staff in pursuant of such consultancy shall be shared between the researcher and the Institutes in 70:30 ratios respectively. It would be the obligation of the employee/staff to inform the concerned department and seek permission for accepting such consultation or similar assignment keeping in mind that the proposed assignment would be in the interest of the Institutes in the long run and will not adversely affect the researchers work at the Institutes.

*The following are not considered as Consultancy:*

The following shall, however, not be construed as consultancy work or similar assignments for the purpose of regulating the amount received by an employee or staff

- (i) Amount received from recognized Universities and Research organizations, statutory Bodies, Autonomous Bodies of Public Sector Undertakings wholly or substantially owned or controlled, or funded/subsidized by Government for evaluation, selection, lectures, and committee work;
- (ii) Amount received as awards/prizes in recognition of academic achievement; and
- (iii) Honorarium from writing books, papers, articles and delivering occasional talks on literary, cultural, artistic, technological and scientific subjects.

#### **IV. BREACH OF THE RULES OF THIS POLICY**

Failure to comply with this policy may result in

- i. damaging the relationship with the Institutes which may include termination or suspension of the researcher;
- ii. the researchers not entitled to receive any kind of revenue generated out of his or her inventions in the event of breach of this policy; and/or

- iii. proceeding legally in accordance with the relevant provisions of law which may include criminal and civil remedies.

## **V. DISPUTE AND APPEALS**

### **First Instance:**

If there is any dispute in relation to matter arising out of the policy or interpretation, then the issue shall be brought to the notice of the head of the IP Cell of the Institutes.

### **Second Instance:**

If in the first instance, the issues are not addressed or satisfactorily addresses, then the disputes/issues shall be dealt with by the person or body designated by the Institutes. A decision shall be taken within a reasonable period of time from the submission of the concern and communicated accordingly.

### **Appeal**

In case of any individuals are unable to reach a unanimous decision or disagree with the decision pursuant to section above, then the matter will be referred to the head of the Institutes. The head's decision in this regard would be final and binding on all the concerned parties.

## **VI. GENERAL CLAUSE**

### **1) Conflicts of interest**

Each researcher must declare any potential conflict of interest that they have in relation to IP to the concerned person of the IP Cell, to the head of the department or Academic Advisor or Supervisor, as applicable, as soon as possible.

### **2) Waiver of the IP policy**

The Institutes shall have the discretion to waive or vary any or all of the provisions of this IP Policy, or any of the rules or guidelines framed there under, in a particular case in favor of the Researcher. Such discretion shall lie solely with the Campus Director. A waiver on one occasion and for a particular case shall not be deemed to be a waiver or variation or act as a precedent for a waiver or variation of the same or any other provision on a future occasion or for a future case.

**3) Amendment of the provision and guidelines of the IP policy**

The Institutes may amend the provisions and guidelines set out in the IP Policy from time to time. The Institutes shall notify the researchers of such amendments as soon as possible. The amendments shall be in full force and effect on the date the amendments have been announced by the Institutes to take effect.

**4) Infringement:**

a. If researcher suspects, or becomes aware of, any potential or actual infringement of:

- i. Institutes IP by any Third Party; or
- ii. Third Party IP by the Institutes,

he or she should immediately notify to the IP Cell with full details of the nature of the potential infringement.

b. Institutes shall retain the right to engage in or desist from any litigation concerning IP and license infringements including patents, copyright, and design.

**5) Governing Law:** As a policy, all contractual agreements entered into by the Institutes shall have the jurisdiction of the Courts in Bengaluru and shall be governed by appropriate laws in India.

**6) Entry into force of the Policy:**

- a. This Policy shall come into effect on...
- b. All Agreements concluded by the Institutes and the Inventor(s) at an earlier time shall be governed by the provisions of the Policy in effect at the time of the signing of such contracts.

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