

**INTELLECTUAL PROPERTY RIGHTS POLICY OF
INTELLECTUAL PROPERTY RIGHTS (IPR) CELL
(NSCT's Institute of Management Science, Pimpri Bk.)**

PREAMBLE

NSCT's Institute of Management Science, Pimpri Bk. encourages, facilitates, promotes and safeguards scientific investigations and research. The IPR policy of the Institute provides guidelines for making inventions and discoveries available to the general public in the interest of the nation at large.

The policy of the Institute aims to lay down the process for promotion and support to innovators at IMS for translating their creative works into Intellectual Property (IP).

This policy also aims to set forth guidelines for ownership of IPR developed at IMS by the Institute faculty, those directly or indirectly associated with the Institute, either in-house or outsourced, seconded or sponsored unless specially covered by a policy to the contrary.

The IPR Cell of the Institute shall address specific cases by using this IPR policy document as guidelines.

OBJECTIVES:

The objectives of this policy document are as given below:

- a) To foster, stimulate and encourage creative activities in the widest sense in all the areas in which academic, consultancy and research programs are offered by the Institute.
- b) To protect the legitimate interest of faculty / scholars / students of the Institute and to avoid as far as possible conflict of opposing interests.
- c) To lay down a transparent administration system for the ownership and control of intellectual properties and sharing of the revenues generated and owned by the Institute.

DEFINITIONS:

The meaning of terms applied in this policy is as below: (unless the context otherwise requires further clarification)

- a) **Creator or Inventor** means any individual directly and/or indirectly associated with NSCT's IMS, Pimpri Bk. Institute, and includes those who are regular faculty and staff members who are on probation, or on contract and those who are employed on temporary basis either in the Institute and/ or in projects and those who are researchers or students who are responsible for the creation or invention of an intellectual property using the facilities of the Institute.
- b) **The Institute** refers to the NSCT's IMS, Pimpri Bk.
- c) **Third party/External party** refers to any person or entity not associated with the NSCT's IMS, Pimpri Bk..
- d) **Intellectual Property** denotes the specific legal rights which inventors and other IP holders may hold and exercise. Intellectual property includes Patents, Trademarks, Copyrights and Industrial Designs each differ in its scope, purpose and effects. IPR aims to exclude third parties from exploiting protected subject matter for a certain specified duration of time without explicit authorization from the right holder.

IPR owners can use or disclose their creations without fear of loss of control over their usage during the course of dissemination of their Creation/Invention.

IP confers a bundle of exclusive rights in relation to the particular form or manner in which ideas/information are expressed/manifested in the following and related items.

- i) New and useful scientific and technical advancements in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties etc. which are patentable.
- ii) Industrial and architectural designs, models, drawings, creative, artistic and literary works, teaching resource materials, generated records of research including thesis and dissertations which are copyrightable.
- iii) Trademarks, service marks, logos etc.
- 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) **Patent** means a patent granted under the provisions of the Indian Patents Act, 1970, and later as modified from time to time.

PATENTS

Ownership of IP:

NSCT's IMS, Pimpri Bk. shall be the owner, with the creators specially stated as inventors for all the intellectual property inventions, software designs and specimens created by the creators who include regular faculty members, research scholars, students and those who make use of the resources of the Institute.

If the Creator leaves the Institute, all the rights in the IP shall automatically stand transferred to NSCT's IMS, Pimpri Bk..

If any invention was created by Institute faculty, without using the Institute resources and created outside their assigned/normal duties/areas of research /teaching, but during the faculty's tenure with the Institute, then the IPR shall be owned by the creators and the revenue generated out of such creations shall be shared in the ratio of 60:40 between the creator and the Institute respectively.

The revenue sharing ratio shall continue to hold irrespective of the fact whether the creator continues to be the employee of the Institute or not.

If an IP has emerged as a result of an Institutional/Industrial consultancy, sponsored to the Institute the concerned industries and the Institute shall own the IP. This however will not apply to those IP that are covered under specific MoU's where the action shall be carried out as per the provisions of the MoU's.

If the IP is a result of funds sponsored by an outside agency, then the IP will be shared between the Institute and the sponsoring agency on case by case basis, as per MoU/Agreement/Undertaking between the Institute and the outside agency.

Any invention may be patented, copyrighted, trademarked depending upon the IP content. It may be distributed for research and teaching purposes by its creator after obtaining appropriate undertaking to the effect that it will not be used for commercial purpose nor will it be transferred to any other party without explicit

permission of the Institute.

Internal evaluation of IP:

NSCT's IMS, Pimpri Bk.-IPR Cell will coordinate the activities of evaluating, protecting, licensing and managing the IP generated by the Institute. Further it shall provide guidance to the Institute faculty, staff and students, and facilitate protection and deployment of intellectual property issues of ownership, confidentiality, suitable advice from experts, disclosure, patentability and transfer.

An invention will be patented only if it has commercial value and viability for production and marketing. A committee consisting of Director- NSCT's IMS, Pimpri Bk., Head IPR Cell, and other expert member/s to the extent required shall decide the commercial value and related aspects on case by case basis. The committee shall also act to the best of its knowledge to avoid scientific misconduct in research and developmental activities of the Institute.

Publication Based on IP:

For patentable IP, it is essential that the patent protection is filed for before the publication or disclosure of it in any other form of public domain. The faculty members, research scholars and students can disseminate their creative work, subject to the provisions of Patent Act 1970, and after appropriate consultation with the IP cell.

Maintaining confidentiality is of utmost importance while securing IP rights of an invention. Not doing the same, may render your IP unprotected, and you may lose all your rights. For the inventions developed at the Institute and the inventors who wish to protect the invention, it is mandatory that the creator has to disclose the creative work by using an Invention Disclosure Form (IDF). The inventors shall assign the rights of the disclosed invention to the Institute. All IP related information that is disclosed to the Institute is confidential. Confidentiality shall be maintained till the dates stipulated in the contract between the concerned parties. Once the IPR is ensured, the inventor/creator is encouraged to publish the work, but after consultation with the IP cell.

Patent filing process:

Provisional patent application that may arise out of projects/Research activities of the Institute may be directly applied for by the inventors after obtaining formal permission from the Institute through the IPR Cell. If the Institute owns the IP, then the patent expenses incurred by the creator for provisional patent protection will be reimbursed to the creator by the NSCT's IMS, Pimpri Bk.. The IPR Cell has designed a process for filing of provisional and non-provisional applications. The Institute will strictly adhere to that process for any filing where the Institute holds the IP.

Soon after completing the complete specification protection, the Institute through IPR Cell shall decide on the protection of invention in foreign countries.

Patent fee/Maintenance fee:

The Institute will pay the patent fees for the first seven years in all cases when patent is taken by the Institute. If it is a joint patent with sponsoring agency, then the patenting cost will be equally shared. If the other agency does not show interest in such process, the Institute can either continue the patent by paying the fees for its full term or withdraw application for the patent protection, at its discretion.

After every seven years of the grant of the patent, a review committee will be set up to analyze the economic worth of the patent. The Institute may or may not decide to continue supporting the patent.

Transfer of IPR:

The Institute shall strive to identify potential licensee for the IPR to which it has ownership. Generally creators are expected to assist the transfer of IPR. The Institute may contract IPR to any of the technology management agency which manages the commercialization of IP. If exclusive rights of IP have not been assigned to the third party, creators may enter into a contract with any potential licenses on their initiative maintaining confidentiality and taking care through Non Disclosure Agreement with the concurrence of the Institute.

The inventor/creator has the first right on the terms and conditions that are agreeable by the Institute.

Revenue sharing:

The revenue sharing arrangements are as below:

60 % (sixty percent) of the total revenue (lump sum payment, royalty or any other form) accruing from the commercial exploitation of IPR owned by the Institute shall be credited to creators. 40% of the revenue shall be credited to the Institute.

Out of the Institute's share, 20% shall be transferred to the Department concerned towards encouraging research and development. 20% may be transferred to IPR Cell for carrying out IPR related activities.

TECHNOLOGY TRANSFER: Commercialization of

IPR/Technologies Procedures for Technology

Transfer/ Commercialization

A central database of the IPR enabled technologies will be maintained at the IPR Cell. The status of IPR protection/ maintenance in the data will be updated from time to time.

Transfer of IPR Enabled Technologies

Notwithstanding the fact that only a small proportion of protected IP generally meets with commercial success world-wide, the Institute will make efforts for technology commercialization with the primary objective of technology transfer to end-users. Depending upon factors such as the nature of technology, public need or marketing prospects, scale of technology etc. a decision will be taken by a competent authority whether the technology will be placed in the public domain through open access, or it will be transferred to end-users through commercialization.

The IPR Cell and the Institute shall develop a system of registering industry/ enterprises/ cooperatives for technology transfer/commercialization of the Institute's technologies.

1. Registration of area/discipline/zone-wise potential licensees from industry/ enterprises/

Cooperatives will be undertaken by inviting applications through advertisement.

2. The registered entities will be informed of the IPR enabled technologies available from time to time for transfer through commercialization.
3. A nominal registration fee will be charged and the registration renewed annually.

Disclosure/Advertisement of IPR Enabled Technologies

Concerned inventors/personnel/department will disclose the salient features of technology ready for commercialization. The technology disclosure for commercialization will be made in a confidential agreement. The concerned personnel shall supply the catalogue/ information to the registered agencies on the technology developed giving its details/ specifications and potential benefits. They will also advertise the IPR enabled technologies available for commercialization by suitable means. The IPR enabled technologies ready for transfer/commercialization will also be given publicity through Institutes' web portal for wider reach to interested clients.

Commercializing IPR Enabled Technologies

The IPR enabled technologies will be transferred for commercial purposes with suitable understanding/agreement or contracts with the concerned parties. Specific terms of licensing can be negotiable.

Commercialization will be undertaken by the IPR cell with the help of legal entities that have the requisite expertise and experience or the concerned technology.

Cost and Pricing of Technology

Broadly, the worth of an IPR enabled technology will be derived from the likely benefits that may accrue to its end-users. The worth can be best determined on the judgment of technical experts, producers of technology and business managers, on case-to-case basis. There is no standard method or formula for assessing the worth of a technology.

The Institute will determine the licence fee and royalty and/or sale price of its IPR enabled technologies either on a fixed basis, through negotiations with the licensee,

or through an open bidding process as appropriate. Expert opinion and judgment view point together with the following points will be considered in determining the price/licence fee.

1. Cost of IPR protection and maintenance.
2. Cost of production and handling.
3. Other institutional costs as appropriate.

The Institute may determine the licence fee and/or sale price of the technology at the institute level if it has the necessary in-house expertise and experience, it may seek assistance of external legal counsel in the matter to undertake commercialization.

As no standard formulae are available or can be provided for all technologies and situations, the IPR Cell/Institute at the institute level will determine the licence fee and/or royalty taking into account the considerations of "what the market can bear", cost factors and public interest issues, if any. The decision of the Institute or whosoever chose to represent the Institute based on holistic assessment and judgement will be final.

The life of an IPR enabled technology in the market will vary and so will its popularity and sales. The recurring royalties will be mainly based on these factors. Therefore, the modes of payment (licence fee and/or royalty) will be on mutually agreed terms with the licensee, and flexible/determined on a case-to-case basis rather than rigid. The terms of commercialization may also be revised over time.

Licensing of IPR

Licensing of IPR enabled ICAR technologies will encompass out-licensing. The framework for licensing will be developed/refined/evolved by the IPR cell of the Institute along with the guidance of legal expertise.

Licences will be case-specific non-exclusive or exclusive licences. Appropriate joint commercialization agreements would also be entered into.

When a technology is licensed through an open tendering/bidding process it will normally be given to one licensee. But depending upon the licensee's manufacturing capacity and size of business, other interested parties from outside the territory of his business/interest

may also be considered if the technology has to be rapidly and widely disseminated. Alternately, a sub-licencing clause will be incorporated, which may require the licensee to share a part of the licence fee and/or royalty from any sub-licences that he may enter into with that technology.

Exclusive licence will also be issued when (i) an IPR enabled ICAR technology is to be commercialized in countries abroad, and (ii) the technology is to be disseminated in difficult areas offering low incentives. As exclusive licences are preferential, commensurate licence fee and/or royalty will be negotiated and settled on mutually agreed terms with the licensee.

The duration for which ICAR will issue licences will also be negotiated with the licensee and settled on mutually agreed terms.

Joint commercialization of IPR enabled technologies will be undertaken on mutually agreed terms with another commercial enterprise when a close scientific supervision of scaling up or product development is required or in any other appropriate situation.

Implementation of Licences

Transfer of IPR enabled technology and payments by the licensees will be in accordance with the terms and conditions, including the time limits recorded in the licensing contracts/ agreements. If required, the concerned scientists/innovators will demonstrate the technology on lab scale to the licensee under a confidentiality agreement.

COPYRIGHTS

Ownership of the copyright:

NSCT's IMS, Pimpri Bk. shall be the owner of all copyright works including software and all connected teaching materials designed and developed by employees of the Institute.

Further, NSCT's IMS, Pimpri Bk. shall also be the owner of copyrights of works

produced, including software and all teaching materials developed by persons not directly associated with NSCT's IMS, Pimpri Bk., provided the Institute has made its contribution in the form of any of the resources.

A copy of M Phil /PhD thesis works submitted to the Institute may be forwarded to IPR Cell, and the cell shall attempt to explore the patentable rights if any in such theses by constituting suitable committees consisting of experts.

The ownership of copyright by NSCT's IMS, Pimpri Bk. will in no way deprive the claims of the creator/author to publish his/her contribution in a scholarly and intellectual way and they have authority to improve, publish and propagate their works.

NSCT's IMS, Pimpri Bk. or its scientists/staff will hold the copyright as per the following illustrations:

1. NSCT's IMS, Pimpri Bk. will own copyright over its regular publications and registered copyright works.
2. In cases of commissioned work, in the absence of any agreement to the contrary, the Institute and/or the sponsoring agency/organization will jointly own the copyright.
3. NSCT's IMS, Pimpri Bk. scientists/innovators/other staff can claim their individual copyright, whether registered or not, over their creations/work published by them as per rules.

Revenue sharing:

The revenue sharing arrangements are as below:

70 % (sixty percent) of the total revenue (lump sum payment, royalty or any other form) accruing from the commercial exploitation of IPR owned by the Institute shall be credited to creators. 30% of the revenue shall be credited to the Institute.

Out of the Institute's share, 20% shall be transferred to the Department concerned towards encouraging research and development. 20% may be transferred to IPR Cell for carrying out IPR related activities.

INTELLECTUAL PROPERTY RIGHTS CELL

PRELIMINARY IDEA-DECLARATION FORM

Name of Ideator(s):

Department (s):

1. Proposed title of the proposed invention:
2. Write a short note on what have you ideated?
3. How did you come up with the idea?
4. Why do you think it could be an invention?
5. Are you trying to solve an existing problem? Give details.
6. Mention relevant prior art references known to you.
7. Which databases did you refer to use?
8. Mention all key points; you think, which makes your idea; unique.
9. Stage of idea.
 - Initial
 - Working
 - Prototype
10. What type of support do you need (from the faculty members/cluster heads/IMS)?

**INVENTION DISCLOSURE FORM FOR THE ASSESSMENT OF PATENTABILITY OF
INVENTIONS**

INTELLECTUAL PROPERTY RIGHTS CELL

(NSCT's IMS, Pimpri Bk.)

Name of Inventors:

Department (s):

1. Title of the project / invention:

2. Source of funding for the project: Industry funded / Govt. aided / consultancy -
with or without prior contractual agreement / any other:

3. Is the work bound by any agreement / contract / MOU?

4. Is the patent (to be filed) for a process or product?

5. General area of the investigation and subject matter of the patent:

6. Is the work

a. Completed and results validated?

b. At a basic conceptualization stage?

c. In progress?

7. Origin of the idea / invention: Who first thought of the idea; and when? Did the
idea get generated in a discussion? If so, who were the participants in the
discussion?

9. Any help received from others in conception of the idea?

10. Date of start of the project: (provide proof)

11. Other collaborators in the project

(If collaborations are outside NSCT's IMS, Pimpri Bk., has an NDA been signed?

Provide copy)

a. Details of co-investigators/authors filing the patent:

b. Other applicants (collaborating partners)

12. Give background literature search details (Please give the references searched and the findings from the literature)

a. Journals and other publications searched

b. Any relevant information available with the researcher

c. Patent databases searched

13. Has the work been displayed anywhere? (If yes, mention date and details)

14. Has the work been reported / published / presented anywhere? (If yes, mention date and details)

15. Have any related patents been filed by the inventor earlier? (If yes, mention date and details)

16. Information available in the published literature (prior art) about the problem tackled

17. Unique features about the work done with respect to prior art (known knowledge)

a. Is the work a mere extension of common known knowledge? If so, please show the available knowledge and what is the extension proposed / implemented?

b. Has the work filled a major gap in prior art? If yes, please provide a brief description of the specific technical gap filled.

c. Has the work led to any major economic gains (or will the proposed work lead to any significant economic gains)

d. Are there any environmental issues?

18. Has the work been systematically and chronologically documented? If so please provide the documentation details or at least the reference to such documentation

20. Commercial aspects of the invention/ technology developed? (If yes, give details)

21. Has any costing of the product / process / invention been done?

22. Are any industries / companies interested in licensing or commercializing the work?

23. Country of filing patent and detail justification for the same focusing on target industrial sector, market etc.

TECHNICAL ASPECTS OF THE INVENTION

1. PROPOSED TITLE OF THE INVENTION (Max 20 words)

2. AREA OF STUDY:

3. PROPOSED ABSTRACT: (Max 200 words)

4. BACKGROUND OF INVENTION (specific mention to any old problem that is being solved)

- a. The problem for which solution was / is being researched.
- b. The proposed / investigated solution to the problem

5. DETAILED DESCRIPTION (include all data, experimental details, observations and results) *You are requested to be very specific with regard to the technical problem being researched and the proposed solutions*

The approaches taken / being taken by the researchers to solve the problem (answer with regard to point 4) Specifically point out the part where you reduced the invention to practice.

6. WHAT EXACTLY ARE YOU TRYING TO CLAIM?

What aspect of the invention (or your findings/results) needs protection? **I /We certify and declare that all the information provided above is true and correct to the best my/our knowledge and belief.**

Date:

Place:

Name and Signatures of all inventors: