

**PDPM**  
**Indian Institute of Information Technology,  
Design & Manufacturing, Jabalpur**



**“Intellectual Property Policy”  
Document**

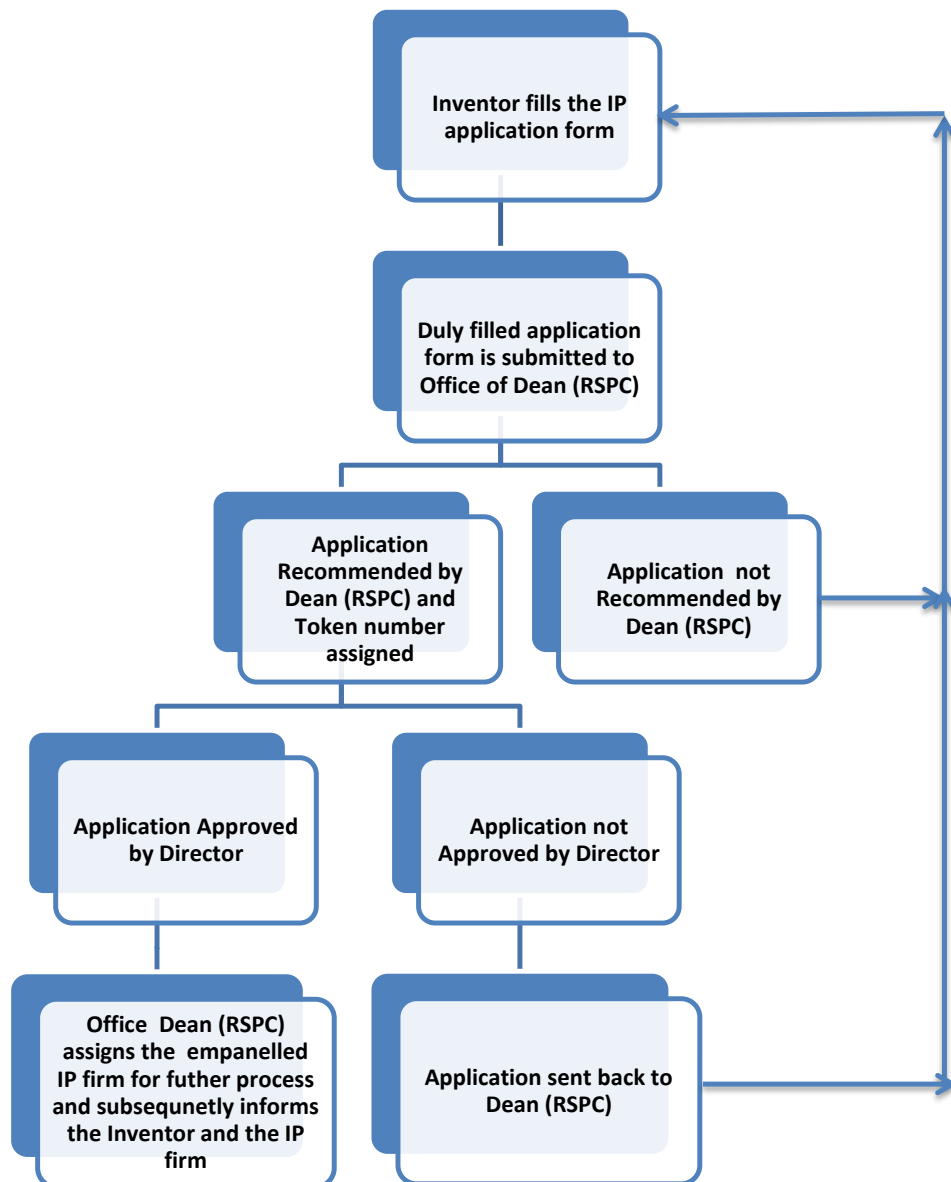
**June 2020**

## INTELLECTUAL PROPERTY POLICY DOCUMENT

PDPM IIITDM Jabalpur (IIITDMJ or Institute) lays very strong focus on innovation, research and consultancy in the form of sponsored and collaborative projects, consultancy, technology transfer and IPR filing.

IPRs may be generated by the faculty, students and staff of the Institute, while working in the Institute, with support from either the institute or external funding agencies. With filing of IPRs, the Institute would try to protect its rights as far as possible. Sharing of IPRs is decided by negotiations with the funding agency and may be on case to case basis, including quantum of sharing of revenues. All IPRs generated by faculty, students and staff (including support staff and project staff), individually or in collaboration, as part of their service in the Institute, for all purposes would be treated as Institute's property. In case of patent filing by student a faculty member should be involved as a mentor by mutual understanding/consent in writing between student and the faculty.

To promote IP filing process in the Institute following steps are involved:



As per the above flow chart, Inventors submit the application of patent filling for normal course of action. If inventors goes out from normal course of patent filling then Inventors

requires to inform the competent authority for seeking approval for doing so. After initialization of Patent application subsequent to approval of competent authority, further approval would be mandatory as per following but not limited to:

- Provisional Filing,
- Evaluation of Patent,
- Complete filing,
- Request for early publication
- Request for Expedite Examination
- Patent Cooperation Treaty (PCT) Filing
- Foreign Filing/US Filing

#### **A. Intellectual Property Ownership**

The ownership of Intellectual Property may be classified into Institute, Individual (or group) and third- party ownership, as defined below:

##### **I. Institute Ownership**

(a) Under the following cases, the intellectual property would be owned by IIITDMJ for the Intellectual Property generated/ created by faculty, students, staff, project employees, and others:

1. Intellectual property of any kind created using the funds provided by IIITDMJ or under any program of the Institute.
2. Intellectual Property of any kind created using the funds provided by the Government of India, State Government, International agency or by a foreign government.
3. Intellectual property created either as part of the normal professional duty or on contractual assignment as “work for hire”.
4. Intellectual property created as a part of executing the sponsored research / consultancy assignment. However, in such cases, specific provisions related to Intellectual Property made in contracts with the funding agencies will determine the ownership of Intellectual Property.
5. Intellectual property such as Trademark/trade secret as an outcome from joint collaborations between the Institute and another organization. The specific contracts with collaborative partner will determine the ownership.
6. Intellectual property created as a part of academic program or training leading towards a degree or otherwise (including research projects undertaken by students under the supervision of a faculty).
7. Subject to terms and conditions of a written agreement, collaborative research and subsequent Intellectual Property created with other institutions including Government Department and Agencies, PSU’s and private company located in India as well as abroad.
8. Intellectual property of any kind created using funds secured by Corporate Social Responsibility (CSR) grants from Industry.
9. Any combination of the above.

(b) Copyrights of any form, including software, developed as part of any of the academic

program or course works (short-term programs, etc.) created by faculty/ Student/Staff or any other person associated would be with IIITDMJ; however, the authors viz. faculty/ Student/Staff would have the rights to use material for their teaching and non-commercial research purposes. The Institute will not claim ownership of copyright on books and scientific articles authored by IIITDMJ personnel, excluding the cases where funds have been provided by IIITDMJ for the purpose and the copyright has not been created under any of the circumstances mentioned in point (a) above.

## **II. Inventor/Author Ownership/Rights**

IIITDMJ would own the intellectual property rights for the Intellectual Property generated/ created by faculty, students, staff, project employees under the assigned/ normal area of research/teaching/ academic program (as the case may be), unless a written agreement on the contrary is made.

Inventors/Authors will own intellectual property when the work carried out is outside the assigned/ normal area of research/teaching/ academic program (as the case may be), without the use of institute resources such as lab equipment and Institute manpower etc.

It is also expected that the person concerned would have pursued these activities outside of normal working hours of IIITDMJ. Under the scenario Inventors may have the right to use in his/ her future work if it is extended outside institute with prior permission from the Institute authority.

However, it shall be the responsibility of Inventor/Author to inform the institute about such work being researched, developed and an application for registration of such intellectual property being filed in India or abroad subject to approval of the competent authority to doing so. In such cases Inventor/Author will be allowed to go ahead with patent filing on his/her own and Institute will not have the ownership and/or revenue sharing.

In specific case if the patent rights is to be transferred to a different agency such as defense or other Govt. agency of national importance for some valid reason the cost of transferring the right as applicable will be borne by the agency.

In case the inventor is deceased during the time intervening between the filing of the application and the granting of a patent in that case the institute reserves the right to nominate another member to carry on the patenting process if the IP is generated utilizing Institute resources or in collaboration with other sponsoring agencies, else the legal representative of the deceased inventor will have the right to do the needful process on behalf of the inventor.

## **III. Third-Party Ownership**

- (a) Subject to terms and conditions of a written agreement between IIITDMJ and other organizations/institutions, under the following cases, the intellectual property may be owned fully or partially by Third-Party for the Intellectual Property generated/created by faculty, students, staff, project employees, and others:
1. If the funds are provided by a third-party, either partially or fully.
  2. Exchange programmes of IIITDMJ and other organizations/institutions.
- (b) However, the ownership of the Intellectual Property created will remain with IIITDMJ, in case no such specific contract exists.
- (c) If an Intellectual Property is created at IIITDMJ, IIITDMJ will be automatically authorized to retain a non-exclusive, free, irrevocable license to use Intellectual Property for teaching

and research activities. However, in no case the terms of confidentiality agreement as well as other terms and conditions including that of ownership of Intellectual Property as may be mutually agreed upon under the agreement signed by IIITDMJ and the third-party would be violated.

- (d) In case one of the employee or student of IIITDMJ creates an IP, fully or as a part of a team, during official leave, sabbatical, deputation, etc., it would be responsibility of IIITDMJ employee or student to officially communicate the IP to IIITDMJ. However, even during official leave, sabbatical, deputation, etc., if the IP is developed using significant institute resources, either partially or fully.

## **B. Disclosures, Confidentiality and Assignment of Rights**

1. Intellectual property created as a part of executing the sponsored and/or collaborative work, the specific provisions related to IP made in contracts with the funding agencies will determine the ownership of IP.
2. For all other IPs produced at IIITDMJ, not covered under B1 above, the authors/inventors would be required to submit their IP in INTELLECTUAL PROPERTY FORM to Dean RSPC in specified format (Annexure I/II).
3. For all the students of the Institute, it would be mandatory to assign the rights of their thesis/ project reports, etc., counter signed by their supervisor(s), at the time of submission of the Ph.D/Master thesis or B.Tech/B.Des reports.
4. In case, an author/inventor leaves the institute, then he/she would mandatorily assign the rights of the IP to IIITDMJ before leaving the institute and would agree to the terms and conditions for the sharing of any financial benefits on commercialization of IP.
5. In all such cases, it would be the responsibility of authors/inventors to maintain confidentiality of the Intellectual Property in perpetuity. This would be applicable to both IIITDMJ and non-IIITDMJ personnel.

## **C. Contracts, Agreement and Legal issue**

1. All agreements related to IP or containing clauses related to Intellectual Property and/or any payment related to intellectual property, including, but not limited to the following categories, undertaken by any IIITDMJ employee and students need to be approved by the institute:
  - a) Non-Disclosure Agreement
  - b) Confidentiality Agreement
  - c) License Agreement
  - d) Technology Transfer Agreement
2. Dean RSPC, with specific approval of the Director, will be the authorized signatory in all categories of agreements listed above in addition to concerned faculty member, staff, and student of the Institute.
3. In case of violation or infringement of any IPR by the faculty, students, staff of IIITDM Jabalpur the Director of the Institute will form an administrative committee under the chairmanship of Dean Research to make necessary investigation and submit its report for further needful action. However in case of any third party involvement in the infringement, the administrative committee will include external experts in addition to internal members to investigate the matter and submit its recommendation for any legal course if needed.
4. Litigations arising in International court or National courts will be handled by legal advisor of

the Institute or another attorney appointed by the competent authority of the Institute in the jurisdiction of Jabalpur.

#### **D. Commercialization**

1. Cases wherein inventor intends to initiate start-up (with NOC from other inventor(s)), IIITDMJ may offer a limited, non-exclusive and revocable license for commercialization, without an up-front fee, so as to promote entrepreneurship subject to an agreement to other terms and conditions as may be put forth by IIITDMJ vide a written contract.
2. For Institute owned Intellectual Property, IIITDMJ would identify potential licensee for the same to market it.
3. For IPs, for which the rights have been assigned to the Institute, IIITDMJ reserves the right to identify and appoint licensee for its commercialization on the terms and conditions it may deem fit.
4. For the IPs, where exclusive rights have not been licensed to a third party, the creators would be free to contact potential licensee(s), while maintaining confidentiality and value of the IP.
5. license (whether exclusive or non-exclusive), if given subject to terms and conditions of a license agreement, to industry shall be time bound (maximum period 7 years) with a condition that if company having a license is failed to commercialize the Intellectual Property or accomplish milestones as may be enumerated under the agreement, then IIITDMJ can license to other entities. It is clarified that license, if given, shall be a limited, non-exclusive and revocable license and subject to adherence to other terms and conditions including those pertaining to royalty and/or any other upfront licensing fees, its specific percentage and payment terms as shall be put forth in the written agreement.
6. IIITDMJ may continue further R&D on licensed Intellectual Property, which shall be an exclusively with IIITDMJ. However, this right to continue further R&D shall be intimated to the licensee vide a specific clause under the written license agreement.
7. The inventors would ensure inclusion of disclaimer on Technology merchantability so as to absolve IIITDMJ from all legal liabilities.
8. In case of any improvements done by the licensee on the intellectual property owned by IIITDMJ, the IIITDMJ would own the rights on the same, subject to terms and conditions of a written agreement between IIITDMJ and the party making/involved in making such improvements.
9. In certain case if the patent needs to be sold, it may be done with proper agreement between the parties, as devised by the empanelled IP firms, while considering various aspects such as revenue sharing between the Institute and Inventors, rewards and recognition to each member including faculty, students and researchers etc.
10. If the patent is generated with Industrial consultancy and Sponsored research (ICSR), the process will be governed by proper agreement between the Institute and the concerned Industry or funding agency in consultation with the empanelled IP firms in the Institute.
11. If an inventor aspires to go for startup and entrepreneurship by commercialization of the IPR it will be governed by the Rules and regulations of Institute's Technology Business Incubation (TBI) Center.

#### **E. Patent filing/Renewal:**

If the ownership of the IP lies with the Institute, the institute will extend financial support in the filing process of the IP, however in case of non-availability of fund the inventor would be

encouraged to bear the charges from other sources such as Cumulative Professional Development Allowance (**CPDA**), PDA, or sponsoring from some other funding agencies. As for the renewal of the patent, it may be done based on the recommendation of a review committee constituted by the competent authority.

#### **F. Revenue Sharing**

The net earnings from the commercialization of IP owned by IIITDM Jabalpur would be shared considering the following scenarios proposed by the Inventor/author and recommended by Dean RSPC and approved by Director.

**1. WHERE IP IS CREATED BY A FACULTY USING IIITDMJ'S RESOURCES UNDER NORMAL COURSE OF ENGAGEMENT WITH IIITDMJ& USING IIITDMJ FUNDS (INCLUDING GOVT. FUNDS)**

Inventor (s):	60%
IIITDMJ:	30%
Institute Overhead	10%

**2. WHERE IP IS CREATED AS A 'WORK FOR HIRE'**

Inventor (s):	30%
IIITDMJ:	60%
Institute Overhead	10%

**3. WHERE IP IS CREATED BY STUDENT AS A PART OF ITS ACADEMIC PROGRAM USING IIITDMJ'S RESOURCES& SUBSEQUENTLY ASSIGNED TO IIITDMJ IN FURTHERANCE TO THIS POLICY**

Inventor (s):	40%
IIITDMJ:	50%
Institute Overhead	10%

**4. WHERE IP IS CREATED BY A STUDENT AS A PART OF ITS ACADEMIC PROGRAM NOT USING IIITDMJ'S RESOURCES& SUBSEQUENTLY ASSIGNED TO IIITDMJ IN FURTHERANCE TO THIS POLICY**

Inventor (s):	60%
IIITDMJ:	30%
Institute Overhead	10%

**5. FOR ANY OTHER CASES EXCLUDING THE ABOVE FOLLOWING PROPORTION WOULD APPLY**

Inventor (s):	45%
IIITDMJ:	45%
Institute Overhead	10%

The share of each inventor may be decided by the Lead Inventor

## Annexure I



### **INTELLECTUAL PROPERTY FILING FORM**

Please use this form for all types of IP (Patent, Copyright, Design, Marks, even know-how)

**Title:** \_\_\_\_\_

#### ***SECTION-I (ADMINISTRATIVE & TECHNICAL DETAILS)***

1. Please list inventor(s) who have contributed in the main inventive step of the invention. Inventor is a person who has actually participated in the inventive step, in case a person has worked under instructions, then he/she is not an inventor for the purpose of patent.

Name:

Name:

Email:

Email:

Contact address:

Contact address:

Mobile:

Mobile:

Students should provide their permanent (personal) e-mail ID.

2. What is the area of the invention
3. What is the problem in the area?
4. What is the objective of your invention?
5. What is the Novelty?
6. What is the utility (advantages) of the present invention over comparable inventors available in literature including patents?
7. Has the invention been tested experimentally (proof-of-concept/Prototype)? (If yes, please add the details)
8. Can you think of applications of your invention?

Signature	
-----------	--



**SECTION-II (IPR Ownership)**

1. Was the intellectual property created with the significant use of funds or facilities of IIITDM Jabalpur?
2. Please describe the source of funding for the invention (Name of the funding agency and copy of agreement, letter of intent if any, must be enclosed with this form).
3. Have you presented/published in any Journal/conference if yes, please give details?
4. Was the intellectual property created in the course of or pursuant to a sponsored or a consultancy research agreement with IIITDM Jabalpur? If yes, please enclose a copy of MOU with concerned project.
5. Was the intellectual property created as a part of academic research leading towards a degree or otherwise?
6. REVENUE SHARING AMONG INVENTORS: Please disclose the extent of contribution of each inventor in the invention in percentage terms for revenue sharing.

NAME OF THE INVENTOR (S)

% SHARE\*

SIGNATURE

\* If this column is not filled then it will be assumed that all inventor(s) have equal contribution, however still all inventor(s) have to sign it.

**SECTION-III (Commercialization)**

1. Who are the Target companies, both in India or abroad?

Please give specific list of companies and contact details of concerned person who can be contacted for initiating Technology Licensing

<i>S. No.</i>	<i>Name of Companies</i>	<i>Contact details if available</i>

*Development stage:*

In your opinion which of the three best describes the current stage of development of the invention as it relates to its marketability:

----- Embryonic (needs substantial work to bring market)

----- Partially developed (could be brought to market with significant investment)

----- Off-the-shelf (could be brought to market with nominal investment)

Undertaking: - The affiliation of Intellectual Property will be of IIITDM Jabalpur and rules of the Institute will be binding as applicable.

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
NAME:

Signature of all Inventor(s) with date

Recommended  
(Dean RSPC)

Token number from Office Dean (RSPC):

Approved/Not Approved  
(Director)

## Annexure II



Indian Institute of Information Technology, Design and Manufacturing Jabalpur

PDPM

### Request for Provisional Patent Filing

I ..... [Name] working as..... [Designation] in Department of .....have developed a technical know-how

Titled: ....., which I feel has immense commercial potential, and can benefit the Institute but there is an urgency that requires immediate Provisional Patent Filing, since the normal procedure may result in delay, which can defeat the entire objective.

The nature of urgency is as follows: .....

The source of funding for development of technical know-how in question is: .....

*[If the source of funding is other than Indian Institute of Information Technology Design and Manufacturing, Jabalpur, then please attach the consent letter and/or no-objection from the funding agency and Memorandum of understanding or Agreements, if any]*

I undertake to suggest at least one company/start up area wherein the Commercialization aspects of the patent is applicable at the time of the submission of Intellectual Property Disclosure form (IPDF)

I declare that I am aware about the Institute's policy of maximum number of Provisional Patents, i.e. at a given time applications for not more than 2 provisional patents by the same inventor will be considered.

I also declare that by filing this Patent I am not voiding any agreement/MoU with any third party

.....

Signature with Date and Name

Recommended  
(Dean RSPC)

Token number from Office Dean (RSPC):

Approved/Not Approved  
(Director)