



Intellectual Property Rights (IPR) Policy of Malaviya National Institute of Technology (MNIT) Jaipur

PREAMBLE

Faculty, staff, and students of Malaviya National Institute of Technology (MNIT) Jaipur (Institute) are engaged in Research and Development (R and D) work of diverse nature. Many of these R and D Programs lead to the evolution of intellectual property (IP) in the form of patents, know-how, copyrights, designs, instruments, devices, processes, specimen, software, and other inventions, etc., which can be commercially exploited either with or without registration under the various legal provisions available. Such commercial exploitation can be of considerable socio-economic benefit to the country. The Institute, therefore, encourages the protection and licensing of such IP to organizations that can effectively utilize the same for commercial exploitation. *This would yield financial returns to the Institute, and partially support the R and D efforts.*

Intellectual property could result from research supported by the Institute or government departments, or from research supported by industry or independent research organizations, both from within and outside India. Funded research may impose contractual obligations on the Institute with respect to ownership/licensing of intellectual property, which has to be agreed upon clearly and explicitly at the time the contracts are entered into.

This document (referred to as IPR policy) states the policy of the Institute with respect to protection, ownership, and licensing of IP, that is generated *with/without external funding*.

GUIDELINES

This IPR policy is to be followed in all matters related to IPR at the MNIT Jaipur. In view of the evolving nature of the IP scenario, the IPR policy will be reviewed every two years.

Office of Dean Research and Consultancy (ODRC) is the nodal agency of the Institute for processing all IPR related matters addressed in this policy.

1. OBJECTIVES

The objective of this document is to lay down the policy to:

- a) foster, stimulate and encourage creative activities in the widest sense in the areas including but not limited to technology, sciences, humanities, social sciences, and management.
- b) protect the legitimate interests of faculty/staff/students of the Institute and the society and to avoid as far as a possible conflict of interests.
- c) lay down a transparent administration system for the ownership, control and assignment of intellectual properties, and sharing of the revenues generated by the intellectual properties owned by the Institute.

2. DEFINITIONS

The meaning of terms in this document is as given below unless the context otherwise requires.

- a) "Creator" means any employee/ student of the Malaviya National Institute of Technology Jaipur and includes those who are permanent, on probation, employed temporarily either in the Institute and/or in projects and are research workers, research



scholars, or students who create an Intellectual Property, using the facilities of the Institute.

- b) "Director" means the Director of the Malaviya National Institute of Technology Jaipur.
- c) "Institute" means the Malaviya National Institute of Technology Jaipur.
- d) "Intellectual Property" broadly includes any property generated out of the intellectual effort of the Creator(s). It includes but is not limited to :
 - i. new and useful scientific and technical advancement in the form of innovations, inventions, products and processes, computer hardware and software, materials, etc.
 - ii. industrial and architectural designs, models, drawings, software, creative, artistic, and literary works, teaching resource materials, generated records of research, etc.
- e) "Technical Evaluation Committee" The Committee constituted for initial evaluation of the application in IP and TT Cell for the filing of IP consisting of ODRC Staff(s).
- f) "IPR Committee" The committee constituted by the Institute from time to time to evaluate and make recommendations regarding IP-related issues.
- g) "IP and TT Cell" A dedicated office under Dean R and C to document, disseminate information, coordinate between the creator(s), IPR Committee, external Patent Attorney(s), etc., and other IPR related works.
- h) "Patent" means a patent granted under the provisions of the Indian Patents Act, 1970 and amendment Act 2005, effective from 1st January 2005.
- i) "Copyright" means the exclusive right granted by law for a certain period to an author to reproduce, print, publish and sell copies of his or her creative work.
- j) "Revenue" is any payment received as per an agreement by the Institute usually for legal use of an Intellectual Property through a license.

3. OWNERSHIP

a) Inventions, Designs, Integrated Circuit Layouts and other creative works

- i. Institute shall be the owner of all intellectual properties (IP) including inventions, software, designs and integrated circuits layouts, specimens, created by creators, unless specific agreements/contracts are entered into by the Institute as described below, prior to the creation of the IP, with an agency funding the research leading to the creation of the IP, or with a temporary employee or student.
- ii. Specific provisions related to IPR made in contracts governing a sponsored, collaborative or consultancy activity shall determine the ownership of IP arising out of such sponsored or collaborative research, or consultancy assignment. The MoU / contract for such a project may require (a) joint ownership of such IP between MNIT Jaipur and the sponsor, or (b) full ownership of such IP by the sponsor, or (c) exclusive licensing of such IP owned by the Institute to the sponsor or its nominees, or (d) a separate agreement/contract to be entered into at a later date consequent to creation of such IP, for ownership /exclusive/non-exclusive licensing of the IP. In all these cases, the contract/agreement/ MOU will specify conditions such as the right of first refusal to such IP, the fee/royalty payable for ownership / licensing of such IP, and also specify how the patent filing, registration and maintenance costs will be



borne by the sponsor and/or the Institute, as applicable. When faculty/staff enter into a project requiring a specific agreement for an undertaking sponsored research or consultancy, they are required to assist the Institute to determine which of the above options applies to the particular project given the nature of research proposed to be undertaken, the degree to which prior relevant expertise of the researchers and Institute facilities are leveraged, and the amount of funding provided. The decision of the Institute shall be final.

- iii. For an IP created as a result of a sponsored research project or consultancy assignment/project at the Institute, it will be governed by the Institute IPR policy. In special cases, the Institute may, however, if deemed appropriate, enter into a separate agreement/contract with the sponsor for licensing the IP to it, which will specify payment of additional fees/ royalty and other mutually agreed to terms.
- iv. An employee of the Institute who is on sabbatical or other forms of long leave, or a student who is on leave or is permitted by the Institute to be employed in an organization while being registered as a student, and who is engaged in research in an/the organization with the permission of the Institute, will be permitted to directly negotiate with the organization, the terms of any IP sharing that is generated, in its entirety and without any use of Institute resources, during the duration of the engagement in that organization. The IP developed by the said employee or student during this period without the involvement of creators who are employees or students of the Institute will be outside the purview of this policy. However, in case the IPs created by the employee/ student, during the leave period as described above, is based in part or full on prior IP developed at the Institute, the employee/ student is required to inform the Institute and enable the Institute to enter into a licensing agreement with the organization in which the employee/ student is temporarily engaged. However, any revenue that is received by the employee/student subsequently while on duty/study at the Institute, as royalty/fees for the IP generated as above, shall be subjected to the prevailing IPR revenue sharing norms of the Institute.

b) Copyrightable Works

Ownership of the copyright of all copyrightable work including books and publications shall rest with the creator of the original work with the following exceptions:

- i. If the work is produced during sponsored and/ or collaborative activity, specific provisions related to IPR made in contracts governing such activity shall determine the ownership of the copyright.
- ii. Institute shall be the owner of the copyright of work, including software, created with significant use of Institute resources.

4. EVALUATION AND MANAGEMENT OF IP

The IP and TT Cell of the office of the Dean of R and C (ODRC) of the Institute is responsible for evaluating, protecting, marketing, licensing, and managing, the IP generated at the Institute. The creator(s) is free to market his/her creations. The creators of the IP shall provide all the necessary information to ODRC to enable it to determine whether the Institute desires to own and manage the IP. An Invention will typically be patented by the Institute if it has ultimate commercial motivation and viability, even if it is not in the immediate future. If the Institute



decides not to own and manage the IP, it shall permit the creator(s) to file IPR and protect the IP on their own. However, the share of the Institute in revenue resulting to the employee/student from licensing from such IP will be determined as described in Section-9. In the case of patentable IP, it is essential that patent protection is filed before publication or disclosure in any other form in the public domain of the IPR.

The TEC will examine the IP application and will then make specific recommendations regarding the Registration of IPR of the research and development work, by the Institute. The committee may seek the assistance of experts for this purpose. In all these endeavors confidentiality of the IP shall be strictly ensured.

In case the contract/agreement / MOU with a sponsor specifies that the sponsor will manage the process of filing patents and bear the associated costs, the creators will provide information to the ODRC for each such filing/application. The progress of such application through various stages and filing outside of India will be informed to the ODRC by the creator(s).

5. REGISTRATION OF PATENTS /COPYRIGHTS:

a) Filing of Applications in India

Creators of the know-how/designs/instruments/devices/processes/specimens and other such IP, who want to get the protection of their IPs, are required to make an application for the purpose to the ODRC as per the procedure specified by the Institute at the time. In case, a sponsor of the research leading to the IP has contractually undertaken the responsibility of filing applications, the creator may interact with the sponsor for the filing, after informing the ODRC of the same. The creator is required to keep the ODRC informed of the progress of the application as it goes through various stages. The details of the application such as title, names of inventors, etc. must be provided, although the invention details need not be provided as long as the details are not public knowledge in the patenting process.

Creator(s) are encouraged to disclose their inventions as soon as they are generated, for filing a provisional patent as soon as possible to protect their rights to the IP. As part of this process, a search report can also be obtained of existing patents /prior art that may relate to the key contributions of the proposed patent, to assist the creator(s) in their decision regarding filing of an application. If the creator(s) can pay for the cost of provisional filing from (a)from the funded research project, or (b) the Professional Development Funds(PDFs) of the creator(s), or (c) Department Development Funds(DDFs) of the department(s)of the creator(s) with approval of the concerned department Heads, or (d) personal financial resources of the creator(s), the permission for filing of the provisional patent will be given automatically before evaluation of the application made by the creator(s) by the TE/IPR Committee. In such cases, the technical details of the invention need not be provided to the ODRC at this stage in the interest of confidentiality.

However, should the Institute after due evaluation decides not to manage the IP, the provisional application will lapse, unless the creator(s) decide to take up the subsequent stages on their own. In such cases, the Institute will waive its rights to the ownership of the patent rights. If Institute decides to jointly or fully own and manage the IP, it will bear all costs related to filing and protection after the date on which it decides to do so. In case, the creator(s) paid for the provisional filing from personal financial resources or PDF, these costs will be reimbursed after the Institute decides to own and manage the IP.



All Institute employees associated with any activity of Institute shall treat all such IP-related information, which they may have access to as part of their official duties, as confidential.

b) Filing of Applications in Foreign Countries

The Institute may consider requests for registration of Patents in foreign countries, based on the merit of the IP. Typically, the process to be followed but not limited to in such cases is the filing of a provisional application, detailed evaluation of the commercial potential of the IP in the countries proposed for filing, filing of PCT application in case such potential is present, followed by national phase filing in the selected countries. During the time before the process reaches the national phase, the commercial potential will be continually assessed, and if at any time it appears that the commercial potential in a foreign country appears to be low, Institute may decide to not file in the particular country. During this period, the creator(s) are also encouraged to apply for financial support for international filing being provided by several ministries to public institutions. If the Institute decides not to file such a patent in any foreign country, the Institute shall assign the rights for the IP in that country to the creator(s) and permit the creator(s) to protect the IP in that country either on their own or in partnership with a sponsor. Any revenue accruing to the creator(s) as a result of the exploitation of the rights assigned to the creator(s) in that country will be subject to the rules for sharing of revenue with the Institute that are applicable to the creator(s) as per their employment/enrollment contracts. The creator(s) may seek reimbursement of the costs borne by them for protection of the IP in that country from the revenue prior to sharing with the Institute.

In case the patenting costs are borne by the sponsor of a research project as agreed upon in the contract/agreement, the IP and TT Cell only needs to be kept informed of the progress of the international patent application(s) through various phases such as PCT, national phases, etc. The sponsor may choose any legal firm of their choice for the filing.

6. RENEWAL OF PATENTS

The Institute will pay the Patent Fees for the first seven years in all cases where the patent is taken by the Institute. If it is a joint patent with a sponsoring agency the patenting costs may be equally shared. If the patent has been commercially exploited within the first seven years, the Institute shall pay the Patent Fees for the remaining period of the life of the patent. If the patent has not been commercially exploited within the first seven years, the Institute and the creator(s) shall share the subsequent installments of renewal fees on 50:50 bases. The creator(s) are permitted to pay their share of the costs from their PDF. If the creator does not show interest in such renewals, the Institute can either continue maintenance of the patent by paying the fees for its full term or withdraw the application for Patent protection at its discretion.

7. CONFIDENTIALITY OF IP

Every creator in the group as well as everyone involved in the protection process will not disclose the details of the IP to any person/organization without prior written permission of the Institute. In the case of thesis and other such written documents containing details of patentable IP, all measures to avoid attracting the public disclosure clause leading to a denial of a patent may be taken by creators. It is best if the creators make provisional patent filings before documenting the details of the IP in theses, papers, and other documents.



8. LICENSING OF IP

Institute, through its IP and TT Cell, or its agents, or the creator(s) may approach external agencies for licensing of IP owned by it. All agreements shall be signed by the Dean R and C and the creator(s) of the IP being licensed/transferred, on behalf of the Institute. In case of IP involving more than one creator, a coordinator from among the creator(s) shall be identified by the creators, for IP protection purposes. At this stage, all members of the group of creators shall sign a revenue-sharing agreement for the IP being licensed/transferred.

9. REVENUE SHARING

- a) The revenue shall be divided among the creators as per the prevailing IPR revenue sharing norms of the Institute. In case the patent filing and registration costs for one or more countries are not borne by the Institute, the creator can first deduct the costs incurred by the creator in this regard and regard to maintenance of such patents, including product development cost if any from income accruing to the creator from the commercial exploitation of the patent in those countries. Excess income beyond such recovered costs will be shared with the Institute with 2/3rd share of creator(s). Any MoU signed by the Institute with the sponsoring agency based on which the IP is generated, or with any patent filing organization, may supersede provision under this clause. If the creator(s) initiates a startup to commercialize the IP, the Institute will have equity of 2% in the entity. Any conflict with regard to revenue sharing among the creators will be resolved by the Institute which is binding on all the creators of the IP.
- b) The creator(s) can start a new research project with the amount available to them from such revenue, i.e. the entire amount or a partial amount of the creators' share can be put into a new research project for further development on the patent topic or further research in a related area. On request by the creator(s), the Institute may contribute its share on the recommendation of the IPR committee for the research project.

10. EXCEPTION IN CASE OF IP NOT RELATED TO OFFICIAL WORK

Creator(s) may apply to the Institute for permission to patent and license know-how to organizations by themselves when such IP is not related to the official duties and roles of the creator in the Institute. Such IP will typically be in an area totally unrelated to the professional expertise of the creator for which the Institute has employed him/her. IPR Committee will examine the proposal and recommend whether or not the request by the creator(s) can be acceded to. If on the recommendations of the Committee the Director permits the creator(s) to own /protect/license the IP independently, the creators will be the sole beneficiary of all earnings from such IP, and no amount thereof will be payable by the creator(s) to the Institute.

11. COPYRIGHT

- a) All Ph.D. / PG theses are to be copyrighted with a copyright note: ©Malaviya National Institute of Technology Jaipur (year). All rights reserved. The technical reports, review works, may also be copyrighted, if the author wishes to copyright.
- b) The author of a report may also request to file a copyright registration on behalf of the Institute, any other material such as UG and PG project reports. While copyrighting the thesis it is the responsibility of the creator to ensure that the contents do not violate any copyright rules. If diagrams, tables, and text are reproduced from any other copyrighted work, prior permission is to be obtained by the creators from the owner of the copyright document from where the material is taken.



- c) If information from some other sources is included, appropriate acknowledgment has to be given to this source, as per copyright law.

Exceptions:

- i. The ownership of the copyrights by the Institute in no way deprives the claims of the creators/authors to publish the contributions in scholarly and intellectual work, and their authority to improve, publish and propagate the work. When a journal that accepts a paper submitted by an employee/student requires copyright for the paper to be given to them before publishing the said paper, the employee/student may do SO.
- ii. The Institute may waive ownership of copyrights it owns in favor of the author(s), contributor(s) on request.
- iii. Students and scholars may be allowed ownership of the copyrights to their works provided they do not result from works for which they had received financial or supervisory support of any form from or through the Institute and the work does not include any material generated entirely or partially with the help of Institute facility or ongoing research program or the intellectual input of any employee of the Institute. The decision of the Institute in this regard will be final.

12. COMPUTER SOFTWARE

- a. Computer software may be patented or copyrighted depending upon the IP content. A Computer Software may be distributed by its creator to researchers/teachers/students in other institutions for research and teaching purposes only after obtaining an appropriate undertaking from the recipient to the effect it will not be used for commercial purposes nor will it be transferred to any other party without the explicit permission of the creator/Institute. This transfer does not liberate the software from IPR protection. The creator may decide to put IPR protectable software in public domain in the spirit of dissemination of scientific knowledge or set standards or obtain scientific feedback from the users to advance the research. However, the creator is encouraged to protect the IP of such software as per the usual procedure.
- b. The legal and IPR restrictions by the suppliers of software procured by the creators shall be clearly understood and adhered to. Institute encourages the incorporation of software without license restrictions in the research and development works undertaken by its employees/students since they do not restrict, constrain and impair the Institute's right to develop and distribute the R and D work.
- c. Before copyright and patent for software ownership is sought for by creator(s) the terms and conditions are to be settled with the owners of the copyright to the original software platforms, based on which the new software may have been developed.

13. PUBLICATION BASED ON IPs

- a. Faculty members, scientific staff, research scholars disseminate their creative work through publications for which they generally have unrestricted freedom. Publications constitute only a part of the body of knowledge generated. The Institute policy is to encourage transfer and dissemination of knowledge as far as possible subject to the following restrictions: -
 - i. In the case of publications based on externally sponsored work permission from the



sponsoring agency may sometimes be contractually required. The Institute's agreement with the sponsor usually requires that this permission may not be normally denied except so far as to protect any tangible IP which may be of commercial value or security interest to the sponsor, and the sponsor will act within a reasonable time to give the permission to publish.

- ii. All publications based on the sponsored project shall also acknowledge the sponsor's support for the work reported in the publications.
 - iii. All the contracted obligations related to publication have to be adhered to by the creators in the case of IP generated through sponsored work.
- b. In the case of patentable IP, it is desirable to obtain patent protection at least in the form of a provisional application before such an IP is either published or exchanged so that both academic and commercial value of the IP is protected.

14. AGREEMENTS AND CONTRACTS

a) Agreement categories and authorized signatories

All agreements including but not limited to the following categories, are to be approved by Institute:

- i. Confidentiality Agreement, Classified Information Non- disclosure (specific) Agreement, only to enable the Institute to ensure that the Agreement does not render the Institute liable in any manner for breach of the agreement. Since such agreements often need to be entered into quickly to enable progress in collaboration /interaction, Institute will respond promptly if the Agreement is entirely between the external party and the employee or student, and the Institute is not directly or indirectly made liable by the Agreement in any manner.
- ii. Revenue Sharing Agreement, Indemnity agreement
- iii. Evaluation Agreement, Consultation Agreement, Research and Development Agreement (R and DA/MOU)
- iv. Technology Transfer Agreement, License Agreement, IP assignment agreement,
- v. Dispute Resolution Agreement

Dean R and C, as designated by the Director, acts as the final signing authority in all the categories of agreements listed above, except confidentiality agreement which may be signed by the creator with the consent of Dean, R and C.

b) Infringements, Damages, Liability and Indemnity Insurance

- i. In any contract with the licensee, Institute shall obtain indemnity from legal proceedings against the Institute including its employees, without limitation, due to reasons including but not limited to manufacturing defects, production problems, design guarantee, up gradation and debugging obligation.
- ii. Generally Institute shall obtain, through appropriate agreement, indemnification from the organization to which IP is transferred, against any direct or third party legal liability arising out of commercial exploitation of IP.
- iii. Any computer software developed and distributed by the Institute either through public domain or commercially, shall have explicit disclaimer against any liability



arising out of the use of the software by any user.

- iv. Institute shall retain the right to engage in any litigation concerning patents and license infringements.

c) Conflict of Interest

- i. The creator(s) are required to disclose any conflict of interest or potential conflict of interest in all activities taken up in the Institute. If the creators) and/ or their immediate family members 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.
- ii. A license or an assignment of rights of any IP to a company in which the inventors have a stake shall be subject to the approval of the Dean R and C taking into consideration this fact.

15. DISPUTE RESOLUTION

In case of any dispute with regard to IPR policy, the decision of the Director shall be deemed final and binding.

16. JURISDICTION

As a policy, all agreements to be signed by the Institute will have the jurisdiction of the courts in Jaipur (Rajasthan) and shall be governed by appropriate laws in India. Exceptions to this may be allowed in certain cases by the Institute.

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