



Karunya INSTITUTE OF TECHNOLOGY AND SCIENCES

(Declared as Deemed to be University under Sec.3 of the UGC Act, 1956)

A CHRISTIAN MINORITY RESIDENTIAL INSTITUTION

AICTE Approved & NAAC Accredited

Policy Statements and Operation Guidelines

On

INTELLECTUAL PROPERTY RIGHTS



June 2020

1. Preamble

The KARUNYA INSTITUTE OF TECHNOLOGY AND SCIENCES (hereinafter referred to as KITS/Institute) has, over the past three decades, been constantly endeavoring to produce high- quality scientific and technical manpower and provide solutions to various challenging technological problems that may arise in different fields of water, food, healthcare and energy, through its well qualified faculty and highly skilled supporting staff, with the goal of becoming one of the leading institutes in teaching, research and extension in the areas of science, engineering, technology, agriculture and management. It is totally committed to excel in every sphere of its activity and many of its research & development activities lead to evolution of intellectual property (IP) in the form of patents, know-how, copyrights, designs, instruments, devices, processes, specimens, software and other inventions, which can be commercially utilized either with or without registration under the Patents Act/Copyright Act. Such a commercial utilization will cause a socio-economic benefit to the country in these days of innovation culture. KITS has been constantly encouraging these activities through scholarship, research support, academic excellence and providing sound environment for creative thinking, practicing innovation and evolving an interactive culture.

The KARUNYA INSTITUTE OF TECHNOLOGY AND SCIENCES recognizes that intangible assets like inventions, copy right, know-how, designs and other creative and innovative products generated during the scientific and intellectual pursuits of its faculty and students are to be safeguarded and protected. These outcomes provide a visibility and edge to the Institute in its pursuit to develop socially responsible citizens in a holistic way. Therefore, to foster these creative activities, KITS has formulated its intellectual property policy to provide guidance to its faculty, staff, students, research scholars and outside agencies on the practices and rules of the Institute regarding the intellectual property rights (IPR) and obligations which include its ownership, commercial utilization, technology-transfer and end confidentiality requirements.

The policy is expected to promote a conducive and friendly environment for both curiosity-driven and market-driven research and development activities at the Institute and creation of original works of authorship.

Intellectual property could result from research supported by the Institute or government departments, or from research supported by industry or independent research organizations or Government funding agencies and also non-governmental and other sources. Funded research may impose contractual obligations on the Institute with respect to ownership/licensing of intellectual property, which have to be agreed upon clearly and explicitly at the time the contracts are entered into. This document states the policy of the Institute with respect to protection, ownership and licensing of IP that is generated with/without external funding.

This IPR policy is to be followed in all matters related to IPR at the KITS. In view of the evolving nature of the IP scenario, this policy may be modified from time to time to suit the emergent needs, or on a case-by-case basis. The IPR committee constituted by the Vice Chancellor will address such specific cases by using this IPR policy document as the guideline.

IPR cell is the nodal agency of the Institute for processing all IPR related matters addressed in this policy, viz. any intellectual property generated out of the intellectual effort of the creator employed temporarily or permanently in the Institute or studying in the Institute.

2. Aim of the Policy:

The aim of the IPR policy of KITS is to:

- I.** Facilitate, encourage, promote and safeguard scientific inquiry, research pursuits and academic freedom of its faculty, researchers and students;
- II.** Create an innovative culture which fosters the creation and development of IP at the Institute;

- III. Provide a definite understanding of the rights and responsibilities of the faculty, staff, and students and protect the interests of the Institute, its members and to avoid as far as possible conflicting interests;
- IV. 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;
- V. Enable the Institute to make beneficial use of IP so as to confer maximum benefit to the inventors, the Institute and the society at large; and
- VI. Shape the Institute as a prime academic research Institute practicing highest ideals of scholarship and teaching through dissemination of the benefits of IP generated at the Institute to the community and society.

3. Objectives

The IPR policy of the Institute aims at:

- I. Facilitating protection and assigning merit and value to intellectual properties generated by its faculty, staff and students as a result of or by virtue of their intellectual and scientific pursuits in the Institute during the tenure of their employment/engagement in the Institute, and thereby, offering scope for wealth generation, easement of human sufferings and betterment of human life;
- II. Ushering in prudent IP management practices within the Institute so as to promote IPR awareness and culture among its faculty, staff and students;
- III. Providing a comprehensive single window reference system for all IPR related issues including patent filing, commercialization and technology transfer; and
- IV. Proactively creating an environment for generating new knowledge through research and innovation compatible to the educational mission of the Institute

4. Scope

This policy covers all rights arising from the intellectual property devised, created or generated by the faculty members, staff, students, research scholars (both internal and external categories), persons employed in sponsored research and consultancy projects and visiting scientists/ professors/professionals who participate in teaching and research work being carried out at the Institute either

on full-time basis or part- time basis, irrespective of the eligibility of these rights for registration. The IP arising from academic research includes patents, designs, copyright, know-how and other undisclosed information.

5. Policy Statement

The Institute is committed to promoting, protecting, managing and commercializing Intellectual Property consistent with the recognition that among its primary objects and functions are teaching, research and meeting the needs of the community and society. It supports the commercialization and exploitation of IP, which can provide an additional source of revenue to the Institute and also accrue benefits to faculty, staff and students. At the same time, the Institute recognizes traditional academic values and expectations.

6. Definitions:

I. Intellectual Property (IP) is an intangible knowledge product and shall mean and include: all results, conclusions, deductions, inventions, ideas, improvements, discoveries, enhancements, solutions, processes, modifications, know-how, data and information of every kind and description conceived, generated, made, or deduced to practice as the case may be, designs, software programs, genetically engineered microorganisms, business models and copyrightable works - resulting from the intellectual output of the faculty, staff, students, research scholars and other employees of the Institute

IP is, thus, an outcome of the Institute supported research or sponsored research, industrial consulting or other forms of joint research and development work.

II. Copyright means the exclusive right granted by law for a defined period of time as prescribed by KITS/copyright agency concerned to print, publish and sell copies of the creative work generated by the organization/institute as part of the teaching-learning process and research activities.

III. Inventor or Creator means any employee of Karunya Institute of Technology and Sciences directly and/or indirectly associated 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 Karunya Institute of Technology

and Sciences and/or in projects and those who are research scholars or students who are responsible for the invention of an intellectual property using the facilities of Karunya Institute of Technology and Sciences.

IV. 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 different 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 holder of the rights.

IPR owners can use or disclose their inventions without fear of loss of control over their usage during the course of dissemination of their Inventions.

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

ii. New and useful scientific and technical advancements in the form of innovation, inventions, products and processes, computer hardware and software, materials, biological varieties etc., which are patentable.

iii. 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.

iv. Trademarks, service marks, logos etc.

V. 1. IPR Committee is the committee constituted by the Vice Chancellor from time to time to evaluate and make recommendations regarding IP related issues, the Committee under the Chairmanship VC may consist of the Pro-Vice Chancellors and Registrar and also the Deans, Heads of Departments concerned and the IPR Cell Coordinator.

2. **Techno commercialization committee** consists of three experts from industry and R&D. Product to be commercialized will be examined for market potential and recommended for royalty and transactions to the Vice Chancellor.

VI. Patent means a patent granted under the provisions of the Indian Patents Act, 1970, and the relevant international patent acts, modified and updated from time to time.

VII. Institute Personnel in this policy document includes all the faculty members, staff, students, research scholars (Internal and External), visiting scientists, professors and other professionals who are recruited either on full-time basis, temporary basis, part-time basis, who are responsible for the invention or creation of an intellectual property (IP) using the facilities of Karunya Institute of Technology and Sciences.

7. Ownership of Intellectual Property

In all the applications filed by the Institute for the ownership of intellectual property rights, KITS will be the owner and the persons who have directly contributed to the intellectual inputs shall be mentioned as inventors or creators.

I. Copyrights

- a) The Institute shall be the owner of the copyright on all teaching and instructional materials (including videos, promotion materials and videos, other multimedia materials, creations, etc.), computer software developed by the employees of the Institute as a part of any of the academic programmes or activities in the Institute. However, the author shall have the right to use the material for his/her professional work, acknowledging the Institute appropriately.
- b) Books, articles, monographs, speeches and other communications produced by the personnel of the Institute in the course of research and teaching using the resources of the Institute will be outside the purview of this clause. The Institute recognizes faculty ownership of copyright in such traditional works of authorship.
- c) The Institute shall be the owner of the copyright of works produced by personnel outside the Institute, associated with or engaged for any activity of the Institute either with or without intellectual contribution of the personnel of the Institute.

- d) If any copyrightable work is produced during the course of any sponsored /or collaborative activity, the ownership of copyright will be determined either according to the terms and conditions (related to IP) specified in the contract, if any, governing such activity or through mutual consultations and agreement with the sponsoring/collaborating agency.
- e) In case of thesis/dissertation/project report written by a student, the ownership of copyright shall rest with the Institute. IPR cell shall attempt to explore the patentable rights, if any, in such theses by constituting suitable committees consisting of experts.
- f) The ownership of copyright by KITS will in no way deprive the claims of the author to publish his/her contribution in a scholarly and intellectual way and they have the authority to improve, publish and propagate their works.
- g) Any copyrightable work generated as a work-for-hire will normally belong to the Institute unless otherwise specified in the original contract for the work.
- h) If there is an anticipated gainful return from the copyrights, actions shall be initiated to file and protect such copyrights and share the financial benefits with the creator on terms and conditions of the Institute.

II. Institute – Supported Research

All rights in respect of the intellectual property generated out of the investigations carried out at the Institute making use of the Institute's resources shall vest in and be the absolute property of the Institute, except in cases where such investigations are carried out either jointly with other institutions and agencies or under the sponsorship of an outside agency.

III. Sponsored Research

The IPR of inventions arising out of research projects undertaken on behalf of and entirely funded by a sponsoring agency shall be registered jointly in the name of the Institute and the sponsoring agency if the sponsoring agency bears the cost of

securing and maintaining the IPR registration equally. Where the sponsoring agency is not forthcoming for filing joint IPR application, the Institute, at its discretion, may file the application with the absolute ownership and will meet the entire cost of securing and protection of IPR. If the sponsoring agency funds the research projects only partially or if there are multiple sponsors for the same

project, the sharing of IPR will be decided through mutual consultations and appropriate agreements. The decision of the IPR Committee of KITS shall be the final if there is a dispute.

If the sponsoring agency is an industry, the industry may opt for one of the following arrangements for sharing the IPR with the Institute:

a. The ownership of IPR will rest with the industry but the industry has to pay the Institute an initial lump sum amount depending on the value of the property, and subsequently reasonable annual royalties for a specified period in recognition of their contribution to the project. The terms of ownership of the IPR will be governed by a specific *a priori* agreement between the Institute and the sponsoring industry. The ownership of IPR, which rests with the sponsoring industry, shall be exclusive or non-exclusive. In case of exclusive ownership, if the industrial sponsor fails to utilize it within a mutually agreed time limit, the Institute may permit a third-party to utilize the IPR.

b. The ownership of the IPR will rest with the Institute but the utilization rights will rest with the industrial sponsor either exclusively or non-exclusively, in return for an initial lump sum payment and subsequently annual royalties for a specified period or other benefits to the Institute. In case of exclusive rights, (i) third-party utilization will be permitted if the industrial sponsor fails to utilize the IPR within a mutually agreed time limit, ii). the Institute will retain user rights for the purposes of further research and development.

IV. Joint Research

If the intellectual property is an outcome of joint research undertaken by the personnel of the Institute with external organizations/agencies/individuals, the IP will be owned jointly by the Institute and the collaborators. The cost of filing and maintaining the IPR and the revenue generated by its commercial utilization will be shared by the Institute and collaborators according to an agreed formula. If the collaborators are not either forthcoming or agreeing to share the cost, the Institute, at its discretion, shall decide to file and maintain the IPR at its cost. In this case, the sharing of revenue accruing from commercial utilization of the IPR shall be solely decided by the Institute.

8. Internal Evaluation of IP:

KITS – IPR Cell will coordinate the activities of evaluating, protecting, licensing and managing the IP generated through various specified approaches and norms. An invention will be patented only if it has commercial value and viability for production and marketing. Patentability will be decided by a patent attorney or through the legal opinion provided by an IP Analyst. An IPR Committee consisting of the VC, Pro-VCs and Registrar and the Deans, Heads of the Department concerned and Coordinator– IPR and other expert members (as decided by the VC shall decide on 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 development activities in KITS.

9. Technology Transfer:

I. The Institute shall take all necessary steps to commercialize the IPR obtained either in its name or jointly with other agencies, to the fullest possible, that is reasonably practicable and avoiding unnecessary delay. The marketing of the IPR shall be done under the agreements involving technology transfer, licensing (exclusive or non- exclusive) and revenue sharing models.

II. The Institute shall try to identify the potential licensee(s) for commercial utilization of the IP to which it has absolute ownership. In case of joint ownership, the Institute shall have the first right to commercially utilize the joint IP, whether or not the same has been formally protected by patent(s). The licensing in this case shall involve payment of a lump sum in the beginning as technology transfer fee and payment of royalty from the first date of the commercial utilization for mutually agreed period. If the collaborator refuses to exercise this option, the Institute will proceed to commercialize the IP in a manner that it deems fit.

III. In the event of other collaborating organization/industry not undertaking the commercial utilization within a period of two years from the first date of development of technology, the Institute reserves the right to license the use of IP to a third party.

IV. To promote and encourage commercialization of the patents, the Institute, after due consideration of all relevant aspects, may pass on its ownership of an intellectual property, under an agreement, to any other organization or agency or the inventor(s) or creator(s) of the property, who opt to market, protect and license it on their own with minimal involvement of the Institute.

The fees to be paid to the Institute by the agency/organization/inventor consist of all patenting and licensing expenses and appropriate amount of royalty, equity or other value received by the inventor(s) or creator(s) and others, if any, concerned. The fees to be paid shall be estimated by the IPR Committee and the Institute may take expert opinion, whenever found necessary, while deciding on parting with a patent right and also fixing the fees for the purpose.

The Institute shall pursue to utilize the IP either by itself or by commissioning a Technology Management Agency to bring to fruition the IP produced by its personnel.

10. Nurturing Innovations and Startups:

KITS proposes to establish processes and mechanisms for easy creation and nurturing of startups/enterprises by Personnel of the Institute (students of UG, PG, Ph.D., faculty, staff including temporary or project staff). Potential start up applicants even from outside the Institute shall be entertained depending on the scientific and physical infrastructure available. However, such startups shall be ruled by the relevant policies of the Institute in this regard or subject to the final decision of the IPR Committee on the merit of the case or proposal.

Institute allows licensing of IPR from the institute to start-up ventures: Ideally students and faculty members intending to initiate a startup based on the technology developed or co-developed by them or the technology owned by the institute, will be allowed to take a license on the said technology on easy terms, either in terms of equity in the venture and/ or license fees and/ or royalty to remove the early-stage financial burden.

If an incubatee or a group of incubatees in KITS develop any Intellectual Property on its own during the incubation tenure, it shall be protected according to the policies of KITS. If the idea is developed by the individual in partnership with a personnel of KITS and if there is a collaborative work and also if the infrastructure of KITS is used, the IPR policy of KITS would govern such collaborative works and the resulting intellectual property arising out of such an association shall be an undisputed property of KITS.

11. Royalty Sharing:

The royalty accruing out of the commercial utilization of IP shall be shared appropriately between the inventor(s) and the Institute; this ratio is fixed at 60:40 respectively.

12. Infringements, Damages, Liability and Indemnity Insurance:

As a matter of policy, the Institute, in any contract between the licensee and the Institute, seek indemnity from any legal proceedings including but not limited to manufacturing defects, production problems, design guarantee, upgradation and debugging obligation.

The personnel of the Institute shall have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees. The Institute shall retain the right to engage or not to engage in any litigation concerning the patents and license infringements.

13. Conflict of Interest:

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest, if the inventor (s) and/or their immediate family have a stake in a licensee or potential licensee company; then, they are required to disclose the stake they and/or their immediate family have in the company.

A license or an assignment of rights for a patent to a company in which the inventor(s) have a stake shall be subject to the approval of the IPR Cell.

14. Appeal Procedure

In case of any discord between the Institute and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Vice-Chancellor of the Institute. Efforts shall be made to address the concerns of the discontent party. The Vice-Chancellor`s decision in this regard would be final and binding.

15. Application of Policy:

This policy shall be deemed a part of the conditions of employment for every employee of the Institute and apart of the conditions of enrolment and attendance of students at the Institute, students on enrolment and to all existing faculty, staff and students.

Further, the Institute reserves the right to amend the IPR Policy as and when such a need arises/deemed fit.

All potential creators who participate in a sponsored research project and/or make use of Institute-sponsored resources shall abide by this policy and shall accept the principles of ownership of intellectual property as stated in this policy unless an exception is approved in writing the Institute.

16. Fairness to Regulate Policy:

The IPR Cell shall have the responsibility for interpreting the policy, resolving disputes, the application of the policy and recommending changes to the policy from time to time to the Vice Chancellor through Pro vice chancellor (R&C) and Registrar. As the awareness and compliance with the IPR policy increases, the KITS IPR cell may delegate the overseeing of the implementation and compliance to groups/individual departments/ representatives and retain the final say in case of any clarifications/conflicts. The Vice Chancellor shall consider such changes/recommendations and take such decision thereon as he/she deems fit. The IPR policy may be reviewed after three years or earlier, if a major change in the same takes place at the National Level.

17. Legal Jurisdiction:

As a policy, all agreements signed by the Institute and dispute(s) arising there from, will be subject to the legal jurisdiction of the Court of Adjudication at Coimbatore only and shall be governed by the appropriate laws of India.

18. IP Infringement

In case of any violation/infringement of intellectual property rights such as patent infringement by the KITS faculty /students/project staff/ supporting staff/visitors or any third party infringing upon the IPR of a KITS inventor is detected or reported to the authorities of KITS; the Institute shall constitute an appropriate administrative body to enquire into the allegation. If the allegation is found to be true, the Vice Chancellor shall order for disciplinary action, which may amount to

termination of the services of the faculty/staff concerned, dismissal of the students involved depending on the severity of the matter.

Infringement by any third party upon IPR of KITS, the administrative body constituted would investigate and make recommendations to the Vice Chancellor including the need for legal action and recovery of loss incurred by such infringement.

19. KITS-IPR CELL:

KITS-IPR CELL will have the following duties:

1. Review of IPR policy periodically and updating the document from time to time- the IPR cell shall identify personnel, potential inventors, innovations, processes and products to be patented/copyrighted
2. Hearing of appeals: the cell shall identify the issues, examine the veracity of the complaints and claims and process the filing of patent.
3. Motivating inventors through awareness creation, capacity building initiatives, expert seminars and creating an appropriate ecosystem
4. Facilitating the acquisition of IPR
5. Protecting and maintaining the IP
6. Any other duties assigned by the authorities