



Model Institute of Engineering & Technology (Autonomous)

Intellectual Property Rights Policy

2021

TABLE OF CONTENTS

SECTION 1 INTRODUCTION

- 1.1 PREAMBLE | PAGE 2
- 1.2 PURPOSE | PAGE 2
- 1.3 TYPES OF IP | PAGE 2
- 1.4 DEFINITIONS | PAGE 3
- 1.5 IPR Facilitation | PAGE 3
 - 1.5.1 IPR Facilitation Center | PAGE 3
 - 1.5.2 Research and Innovation Committee | PAGE 3-4

SECTION 2 OWNERSHIP OF INTELLECTUAL PROPERTY

- 2.1 INTRODUCTION | PAGE 5
- 2.2 TYPES OF ACTIVITIES LEADING TO GENERATION OF IP | PAGE 5
- 2.3 OWNERSHIP OF INTELLECTUAL PROPERTY (IP) | PAGE 5-6
- 2.4 REVENUE SHARING | PAGE 6
- 2.5 IP INFRINGEMENT | PAGE 6

SECTION 3 TRANSFER AND USE OF IP

- 3.1 INTRODUCTION | PAGE 7
- 3.2 POLICY FOR THIRD PARTY IP LICENSING AND ASSIGNMENT | PAGE 7
- 3.3 POLICY FOR IP LICENSING AND ASSIGNING FOR MIET-INCUBATED START-UPS | PAGE 8
- 3.5 COMPLIANCE NORMS | PAGE 8

Section 1 INTRODUCTION

1.1 PREAMBLE

Model Institute of Engineering and Technology (Autonomous), hereinafter referred as MIET, is an Autonomous institution in J&K committed to the cause of promoting quality education and research in engineering and allied domains. Innovation has been identified as a core value driving the MIET strategy and its identified objective of emerging as a credible center for innovation and research in the J&K region.

Intellectual Property Rights (IPR) have received significant attention and focus in recent times. Homegrown innovation solving real-world problems in the local context is expected to serve as the bedrock for realizing the national missions of “Atmanirbhar Bharat”, “Make in India” and “Startup India”. Thus, generating, protecting and commercializing intellectual property shall be imperative for all stakeholders, including MIET.

To support the attainment of the larger national missions and the objectives of MIET, it is important to clarify the process of IPR generation and associated rights, define clear enabling and support policies and articulate the benefits for the personnel involved. The Intellectual Property Rights (IPR) Policy at MIET shall serve to create awareness among the faculty, staff and students at MIET regarding the importance of viewing “Knowledge, Innovation and Invention” as integral to personal growth, institutional excellence and societal transformation. It shall also seek to protect the right of the inventor(s) at MIET, Jammu as enshrined in the current IP regime and lead to the creation of significant innovation with potential commercial value.

1.2 PURPOSE

The objectives of the MIET IPR Policy are:

- a) To recognize the importance of IPR in a technology and innovation driven world and to commit institutional resources and effort in contributing to the creation of new inventions;
- b) To help foster a culture of innovation and IPR generation at MIET;
- c) Articulate the norms, procedures and processes for the creation of intellectual property at MIET;
- d) Define clear supporting policies and outline financial incentives for inventors at MIET;
- e) Clarify inventor rights and privileges along with those of MIET,
- f) Define mechanisms for knowledge sharing, transfer/licensing of IPR and inventor and institutional revenue sharing from potential commercialization of the invention(s).

1.3 TYPES OF IP

The intellectual properties can be broadly listed as:

- a) Patents
- b) Copyrights
- c) Trade/Service marks
- d) Industrial designs
- e) IC layout designs

1.4 DEFINITIONS

- a) *First Party* - Model Institute of Engineering and Technology (MIET), Jammu.
- b) *Second Party*- Faculty, Supporting staff, Project staff and Students of MIET, Jammu.
- c) *Faculty*-a person professionally qualified to carry out teaching and research at MIET, Jammu as a full-time employee, Emeritus or Visiting Professor, Adjunct Faculty appointed by MIET, Jammu.
- d) *Supporting Staff* means a person employed full-time or part-time by MIET, Jammu to support the research, development, teaching and other support activities (including administrative activities).
- e) *Student* means a person who has registered or enrolled as full-time student, part-time student or casual student.
- f) *Third Party*- Any governmental or non-governmental organization with whom the First or the Second Party interacts for any activity with/without exchange of consideration in cash or kind.
- g) *Inventor(s)* - A person or a group of persons responsible for creating an IP. In case, creation of IP is associated with more than one inventor, one of them, from MIET, Jammu would function as a Lead Inventor.
- h) *Visitor*- A person either from India or abroad visiting under a collaborative activity or associated work at MIET.
- i) *Non-Disclosure Agreement (NDA)/Confidentiality Agreement* -The agreement intends to protect proprietary or confidential information among the parties involved in executing a NDA.
- j) *Technology Business Incubator (TBI)*- a unit at MIET tasked with incubating and supporting startups.

1.5 IPR FACILITATION

1.5.1 IPR FACILITATION CELL

MIET shall setup an IPR Facilitation Cell which will:

1. Promote awareness of IPR and train faculty, staff and students on filing patents, copyrights, trademarks etc.
2. Provide end-to-end support in filing patents etc. to faculty, staff and students.

1.5.2 RESEARCH AND INNOVATION COMMITTEE

The Research and Innovation Committee will be responsible for evolving detailed procedures to facilitate implementation of the IPR policy of MIET and recommend revisions

from time to time. The composition of the Research and Innovation Committee shall be as per the MIET Statutes. The Research and Innovation Committee shall:

- a. devise procedure and norms for faculty, staff and students to apply for patent filing etc.
- b. evaluate inventiveness of the submitted ideas.
- c. take steps to protect the disclosed ideas.
- d. evaluate ideas for funding opportunities and commercialization.
- e. tie-up with organizations for filing, licensing/assigning of IPR on revenue sharing basis.
- f. redress any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy.
- g. investigate the matter of violation/infringement of any intellectual property rights owned by MIET and make recommendations to the Director for resolving/pursuing such violation/infringement.
- h. Review the functioning of the IPR Facilitation Cell.

Section 2 OWNERSHIP OF INTELLECTUAL PROPERTY

2.1 INTRODUCTION

Intellectual Property generation involves significant creativity, ingenuity, effort and resources. Hence, the ownership rights of the IP generated need to be clarified such that:

- a) due credit is given to the inventor(s)
- b) potential commercial interests can be protected
- c) revenue generated, if any, can be equitably shared between different owners.

Ownership rights include the privilege to enter into any agreements related to the sale, transfer, lease, licensing, joint-ventures, cross-licensing etc. of IP generated for the purposes of commercialization of the IP and engaging in joint research and collaborative activities.

Interested parties in the generation of IP include the inventor (faculty, student, staff) and the host institution (MIET). Hence, ownership rights need to be defined for all interested parties.

2.2 TYPES OF ACTIVITIES LEADING TO GENERATION OF IP

- a) Research taken up by a faculty/student/project staff/supporting staff/visitor in the normal course of his/her appointment/engagement at MIET with funds coming from MIET or through grants received by the inventor while being associated with MIET in any capacity.
- b) Projects, internally funded or sponsored, undertaken by faculty, staff and students at MIET.
- c) Collaborative research undertaken with other institutions including government departments and agencies, PSUs and private companies located in India and abroad;
- d) Innovative solutions developed by MIET faculty, staff and students as a result of participation in grand challenges, innovation competitions, hackathons and projectathons etc.; and
- e) Any combination(s) of the above

2.3 OWNERSHIP OF INTELLECTUAL PROPERTY (IP)

(A) Intellectual property is owned wholly or exclusively by MIET if:

- a) It has been developed either solely with the use of funds / facilities provided by MIET or with a mix of funds/facilities of MIET and external agencies but without any formal associated agreement
- b) It has been developed with the use of external funds / facilities, including, that of sponsored research and consultancy projects without any associated agreement.

- c) It has been developed pursuant to a written agreement where ownership has been transferred to MIET.
- d) It is not assignable to an individual or a specific group of identifiable contributors, i.e. software or technology or process developed over a period of time with contribution from different individuals of / for MIET.
- e) The invention has been developed by a faculty/staff member while in employment at MIET, including during sabbaticals, study-leave and vacations.

(B) The Intellectual property can be owned by the Inventor(s) if:

None of the situations defined above for MIET exist and the IP is unrelated to the inventor's engagement with MIET. For faculty and staff, the engagement implies the domain of work and responsibilities associated with employment at MIET. It is also expected that the person concerned would have pursued these activities outside of normal working hours of MIET.

The copyright is owned by the authors for textbooks, research books, articles, monographs and other scholarly publications unless restricted by an associated agreement. Revenue generated, if any, from such activities may be reported to MIET for records.

Copyrights of thesis, dissertations and other documents that are produced by a student during the course of his/her study will reside with the student unless restricted by an associated agreement and/or research carried out as per a broader project supervised by the MIET faculty or staff.

MIET reserves the right to use all the copyrighted material, whose copyrights rest with the faculty, staff or student, for educational and training purposes within the institution.

2.4 REVENUE SHARING

The income generated by licensing/assigning of IPR or on receipt of royalties associated with technology transfer/specific innovation programs shall be divided as follows:

- a) 50% (fifty percent) of the revenue will go to the Inventor(s); the share of each inventor may be decided by the Lead Inventor.
- b) 50% (fifty per cent) would go to MIET

2.5 IP INFRINGEMENT

In case of violation/infringement of any intellectual property rights such as patent infringement by any third party, infringing upon the IPR of a MIET inventor, MIET reserves the right to seek legal remedy to protect its rights and the interests of the inventor.

Section 3 TRANSFER AND USE OF IP

3.1 INTRODUCTION

MIET envisages the utilization of the IP generated by:

- a) Startups incubated by/at MIET
- b) Third-party agencies

Thus, the IPR Policy supports the transfer/assignment of IP held by MIET through different licensing models and associated terms and conditions. It also lays down the share in revenues, arising out of the transfer of IP, among interested parties.

3.2 POLICY FOR THIRD PARTY IP LICENSING AND ASSIGNMENT

MIET shall adopt the following modes of licensing strategy:

- Exclusive licensing: MIET licenses the IP only to one licensee for exclusive use.
- Sole licensing: MIET licenses the IP to only one licensee. However, MIET can continue to use the IP as it deems fit.
- Non-exclusive licensing: MIET can enter into agreements with more than one entity for use of the IP.
- Sub-licensing: MIET may permit sub-licensing i.e. a licensee may further license the IP to other party(ies).

The following guidelines are applicable to license agreement with a Third party:

- I. MIET shall determine the appropriate price for the exclusive licensing of the IP to a third-party.
- II. Exclusive rights with respect to a particular IP, shall be granted for a limited period to prevent misuse/no-use.
- III. Sub-licensing, if permitted by MIET, will be explicitly mentioned in the license agreement with the licensee.
- IV. MIET and its inventors shall be indemnified from all liability arising from development and commercialization of a particular intellectual property by a third-party agency.
- V. Any licensing agreement will not place restrictions on the use of the invention by MIET for teaching, training and research purposes leading to its further refinement. The licensee shall have no rights over any new improvements in the already licensed IP.
- VI. Any licensing agreement shall not place restrictions on MIET from entering into research and development in the same area independently or with other organization(s).

3.3 POLICY FOR IP LICENSING AND ASSIGNING FOR MIET-INCUBATED START-UPS

The start-ups incubated at MIET or externally by students of MIET shall be licensed IPs owned by MIET on a limited exclusivity basis only initially for a period of 2 years. The licensing fee may be decided depending on the nature of funding available for such a venture including the possibility of making the know-how/technology available even without any license fee during the initial phase as deemed by MIET. During the limited exclusivity period, the start-up shall have 'no rights to sub-license' to any Third party.

Once the start-up venture establishes the commercial viability within the limited exclusivity period, the license agreement shall be re-visited and modified into exclusive over an extended period with a royalty consideration, the quantum of which shall be determined by MIET.

In case the start-up fails to achieve commercial traction within the allotted period, the exclusivity of the license to the start-up shall be forfeited.

3.4 COMPLIANCE NORMS

All inventors from MIET are responsible for compliance with government rules and MIET's policies related to development and use of IP generated. In all activities arising out of implementation of IPR policy of the institute, all faculty members/inventors are expected to avoid potential and mutual conflicts of interest.