



Institute of Advanced Research
The University for Innovation

Intellectual Property Policy

1. Introduction

- 1.1 The Institute of Advanced Research promotes the creation of intellectual property as a core objective which it sees as crucial to the development of knowledge-creation and application. The University maintains its duty to develop policies and support services which create the best possible environment for intellectual property to be transferred into practical application for the benefit of the society and economy.
- 1.2 The protection and appropriate commercialisation of intellectual property at the University is in everyone's best interest. There is real potential to make an impact on the society which we serve in addition to attracting additional income for staff, students and the University by commercialising intellectual property.
- 1.3 The central features of this philosophy and responsibility are to create an effective, efficient and transparent process which can:
 - evaluate and protect the intellectual property, and then decide on the most appropriate arrangements for its transfer into use;
 - arrange for sharing any commercial returns from commercialisation of Intellectual Property which provide for rewards to the originators and the University; and

- use an approach which is entirely compatible with publishing, collaborations and research in the pursuit of excellence.

2. Scope

IAR Intellectual Property (IP) policy provides a framework for assessment, management and value creation of IP generated by its faculty, staff and students.

3. Roles and Responsibilities

3.1 Dean has the overall responsibility for this policy.

3.2 Dean will advise on the protection and commercialisation of the University's IP. Their key responsibilities include the protection of IP, and supporting the generation of income via collaborative opportunities.

3.3 Intellectual Property generated by Staff and students will be protected where possible if there is a commercial opportunity for that IP.

3.4 Dean will also support any additional commercial or technical development of the IP with the Inventor(s) with support from colleagues and will engage and negotiate with potential commercial partners to ensure optimal further development and return for the University.

3.5 Dean will also endeavour to train and develop improved IP understanding amongst IAR staff and students.

3.6 The Inventor is the expert on the invention and the field of research and this knowledge is crucial to the success of IP generation, IP protection and IP commercialisation that the Inventor is engaged in the process. When working with the Dean, the Inventor may be required to complete documents to confirm the authenticity of their IP. Additional research and experimentation may be required to ensure that the IP can be appropriately protected and commercialised.

3.7 The benefits of the inventor working with the Dean and gaining insights into how IP is protected can greatly aid the generation and development of future IP.

4. Policy Statement on Ownership of Intellectual Property

The University owns 100% of the Intellectual Property but the proceeds of the IPR will be shared equitably between the creators of IPR and the

University. This applies for all employees and the work carried out by students at the University.

The University undertakes to protect commercially important IP and seek its commercial exploitation for the benefit of staff, students and the University. Net proceeds from commercialisation will be distributed between the inventor(s) and the University on a fair and equitable basis as detailed in this policy.

6. Definitions

Certain terms are used in this document with specific meanings, as defined in this section. These definitions do not necessarily conform to customary usage.

Affiliate means any other individual who has a contractual link with the University including (but not limited to), a visiting or honorary academic, a visiting postgraduate student or an academic on a visiting assignment..

Assignment means the transfer of Intellectual Property rights held by one party (the Assignor) to another party (the Assignee).

Background IP refers to any information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored) that are already owned by a party when entering into an agreement with another party. This is especially applicable when entering into research or enterprise collaborations.

Commercialisation means any form of exploitation of IP including assignment, licensing or the disposal of any interest, whether in return for cash or payment in-kind or any other form of value.

Externally-produced work means any commissioned design/research results produced by an external person or company for the University.

Foreground IP means any information, techniques, know-how, software, results, inventions and other Intellectual Property identified or first

reduced to practice or writing in the course of a Project. This is especially applicable as a result of a research or enterprise collaboration.

Intellectual Property (IP) means patents, rights to inventions, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets), copyright and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Dean has responsibility for identifying and protecting the University's intellectual assets and explores routes for commercialisation of intellectual property arising from the University's knowledge and technology base.

Intellectual Property Rights (IPR) refers to specific legal rights which protect the owners of IP from others using it without permission. They are divided into four main categories:

- Patents
- Copyright
- Design Rights
- Trade Mark Rights

Patents protect any new and inventive product, device, composition or process for up to 20 years from filing a complete patent application. To be patentable, the subject matter must be new, have an inventive step and be capable of use in industry. It must also have "technical character" meaning it must solve a particular technical problem.

Copyright protects any original works such as original literary works (tables or compilations, computer software programs and databases), dramatic works (dance or mime), musical works (music exclusive of any words or actions) and artistic work (graphic works, photographs, sculptures, collages irrespective of artistic quality, works of architecture and works of artistic craftsmanship), sound recordings, films, broadcasts and typographical arrangements of published editions. Copyright arises automatically.

Design Rights generally protect the appearance of a product resulting from the features such as the lines, contours, colours, shape, texture and/or materials of the product or its orientation. Design rights may be formally registered, giving legal protection against copying the actual design or any design similar in appearance. The design must be new and have individual character. Some designs may also attract automatic design rights which do not require any formal registration. These designs must be original (i.e. not copied) and not common place. They generally protect 3-dimensional aspects of a design product only.

Trade Mark Rights protect names, logos, jingles, slogans, shapes of goods or packaging. The mark must be capable of being graphically represented and of distinguishing your goods or services from others. Trade marks can be registered for an indefinite period of time. Long term use of unregistered trade marks may also be protected.

Inventor(s) means any person or persons who create any IP. This includes patentable inventions, designs, computer coding, and reports. Licence is an expressed legal agreement where the owner of an intellectual property right (Licensor) authorises another party (Licensee) to use the intellectual property.

University means the Institute of Advanced Research.

Non-disclosure Agreement is a contract by which one or more parties agree not to disclose confidential information that they have shared with

each other as a necessary part of doing business together. This is also sometimes referred to as a confidentiality agreement.

Project means a planned piece of collaborative research and/or commercialisation work over a fixed period of time and with an intended outcome. The results of the Project could mean that new IP has been created.

Research Results means the results arising from an individual's or group's research including details of any IP, results, data or source code.

Research Students means any full-time or part-time students undertaking a degree regardless of whether the student receives financial support from the University, from outside sources or who is self-funded. Under the University's Regulations the degree is defined as any of the following: BA, BSc, BSc (Hons), BTech, MSc, PGDip, MTech, MBA, MA, MCom, MPhil, MD, PhD, PhD by Published Work, DLitt, DSc or any other doctoral thesis including Professional Doctorates, which the University offers or may offer in the future.

Scholarly Materials means textbooks, journal articles, conference papers and related presentations, theses and dissertations, popular non-fiction, novels and poems, but excludes any such materials or part of them which can be defined as Teaching Materials or University Materials and excludes computer programs.

Spin-Out Company means a company established with a view to commercialising IP originating from the University. The University would normally have 30% equity in the spin-out company.

Staff and Faculty means all employees (including full-time and part-time) contracted by the University or any of its subsidiary companies.

Teaching Materials means any materials created within the University or created on behalf of the University that are intended to be used or accessed by students for the purposes of their course of study including

course guides, hand-outs and presentation materials (including lecture notes, slides and other audio-visual materials), instruction manuals plus assessment and examination questions.

University Materials means any type of work produced for administrative purposes, including but not limited to promotion and marketing of University courses, student and staff recruitment, papers for any internal committee or similar body, material included in any University handbook for employees or Students or any other University purpose and any item created by an employee of the University whose job description specifically includes the creation of printed or electronic materials.

University Resources means any form of funds, staff time, facilities or other resources, including equipment and consumables, use/supply of heat, light or power otherwise purchased or paid for by the University or other University subsidiary.

7. Ownership of Intellectual Property

7.1 Intellectual property is a property right and can be transferred much like any other type of property, for example, by sale or assignment. It is important to realise that the owner of IP may not necessarily be the person who created it in the first place depending on the contractual arrangements under which the work is undertaken.

7.2 IAR owns 100% of the IP created during the performance of the contracted duties of all employees, or assigned to the University by students or other individuals, except where otherwise defined within this policy.

7.3 Exceptions to this general rule need to be considered when the IP is created during a collaborative project with other organisations and when external funding may determine the ownership of IP. In these cases, staff are required to work with the Dean to develop and review contracts.

7.4 Pursuant to the terms of the IAR contracts of employment, IP created by the University staff shall be owned by the University.

7.5 Course Materials

7.5.1 The copyright in course materials whether written or electronic, including aids to teaching produced by staff in the course of their employment for the purposes of the curriculum of a course run by the University and produced, used or disseminated by the University belongs to the University.

7.6 Scholarly Products

7.6.1 The University waives its IP rights in Scholarly Materials (as defined above) produced by Staff.

7.6.2 The University reserves the right to use any Scholarly Materials for purposes such as teaching, research and general internal use as

appropriate, subject to the University's obligation to respect the moral rights of the staff member in relation to such Scholarly Materials.

7.7 Materials arising from Research

7.7.1 Copyright in reports and other material arising from research will belong to the University or to a funding body or other collaborator depending on the terms of the contract.

7.8 Financial & Administrative Materials

7.8.1 All records, documents and other papers (including copies and summaries thereof) which pertain to the finance and administration of the University, made by staff in the course of their employment are the property of the University and the copyright in all such original records, documents and papers shall at all times belong to the University.

7.9 Students

7.9.1 As a precondition of registration for their study program, all students are required, prior to or at the time of enrolment, to sign agreements which will assign, or will oblige them in the future to assign, their rights in any IP arising from their studies to the University. Upon assignment, the University will own all IP developed by students relating to their studies unless the University has entered into an agreement whereby all or a portion of the rights are owned by an external sponsor.

7.9.2 If the IP generated by students is commercialised, the student inventor will be treated as a member of staff for the distribution of net income. Should the University not wish to exploit the IP generated during the course of the program, the IP shall be reassigned back to the student at the end of his/ her studies. This is subject to any obligations of confidentiality assumed by the University and/or if requested the student in relation to the IP.

7.9.3 The owner of the copyright in the thesis will be the student. The student shall seek guidance and approval from their Academic Supervisor initially for publication in books or articles. If the student is sponsored by an external party, guidance and approval for publication should also be sought from the external party.

7.9.4 Should the content of the thesis relate to any potentially commercial IP then publication of the thesis will be delayed until appropriate IP protection is in place. This should be discussed and agreed by the student's Academic Supervisor and Dean.

7.9.5 The University reserves the right to be granted a non-exclusive royalty free licence by the student for use of his/her thesis/dissertation for non-profit purposes such as teaching, research and general internal use as appropriate subject to the University's obligation to respect the moral rights of the student in relation to such copyright material.

7.10 Interns

7.10.1 For students, including undergraduates and postgraduates on taught courses, who work at the University, following apply:

a) *Students who create IP jointly with a member of staff under a University project.* Students must assign their IP to the University. In cases in which the student who is working on a University project makes significant contribution to the inventive process, the student will be granted the same rights as any employee Inventor as set out in this policy.

b) *Those students working on a placement project or external project involving ideas and funding from an external party.* Such students are required to assign their IP to the University or the external party. The ownership of any IP in cases of placement projects or externally funded projects will be determined by the contract with the external party. The external party/placement provider will most likely own the IP in these situations and students should be advised accordingly.

7.11 Accessing Commercialisation support

7.11.1 Students or staff may approach the University to seek support for the commercialisation of IP that belongs to them. This will require the student/staff opting in to this policy and assigning ownership and exploitation rights in the IP to the University. In consideration for the assignment, the student will be granted the same rights as a member of staff and should follow the procedures set out in this policy (Clause 10).

7.12.2 Students/staff who are interested in opting-in should contact the Dean to discuss this option.

7.12.3 Students/staff who already have an obligation to assign under clause 5.2 (A) and (B) may not seek this option unless it is for a new idea which is unrelated to the existing idea/invention.

7.13 Student Work Paid for by the University

7.13.1 In situations where the University pays students for work, the University will own any IP arising from the activity. Examples of such situations may be working on a University project or working as an intern.

8. Externally Produced Work

8.1 Externally produced work commissioned by the University, Foreground IP produced in the course of the project will be owned by the University. Commissioners of projects by External companies or organisations should ensure that external parties are aware of the University's IP policy. Contracts between external companies or organisations and the University must be produced and authorised by the Dean and the Head of Finance. Any work commissioned that is procured through the University's Procurement procedures will be covered by the University's Terms and Conditions which include clauses stating that Foreground IP will belong to the University.

9. Affiliates

9.1 Where it is anticipated that IP may arise during the course of activity undertaken by an Affiliate of the University, an IP agreement must be executed by all parties prior to the commencement of any work.

9.2 *Honorary Employees and visiting Academics or researchers* who have an honorary association with the University but are not employed by the University are required to transfer any IP they create in the course of their honorary activities to the University, subject to the terms and conditions of their honorary contract. Such individuals will be treated as if they were University employees for the purposes of sharing revenue. This includes visiting academics and individuals with honorary appointments in the University.

10. Confidentiality

10.1 *Professional Best Practice*: Staff and students are expected to take all necessary steps to keep confidential any potentially exploitable IP and prevent public disclosure of any invention of creative work arising from their employment. If it is necessary to disclose confidential information, advice and guidance should be sought from the Dean in advance of disclosure. As research publications are important to both the researcher and the University, every endeavour will be taken not to delay publication more than is necessary to ensure protection of the IP.

10.2 *Working with External Parties*: Staff and students are expected to ensure that a confidentiality agreement (non-disclosure agreement - NDA) is in place as soon as reasonably practicable and abide by the agreement terms when receiving confidential information from external parties, and when sharing confidential information with external parties. If you require a NDA, details for the requirements to be covered in the NDA should be provided to the University's Head of Finance, who will draft the NDA for your approval. Please note that should any third party or external organisation supply a confidentiality/non-disclosure agreement it should be forwarded to Head of Finance for review and signature.

11. Invention Disclosure Process

11.1 *Invention Disclosure*: Staff and students must disclose new potentially exploitable IP prior to any public disclosure using an Invention Disclosure Form (IDF) and submitting it to the Dean. The form can be requested from the Dean. The Invention will be assessed for patentability or other

protectable means with the inventor and if appropriate, protection will be initiated. The Inventor will be involved in the decision which will be impacted by publication needs and commercial potential. Please contact the IP Manager should you need advice in relation to the IDF.

11.2 Evaluation of Intellectual Property: The Dean working with Head of Finance, will review the Inventive work for commercial potential against a matrix of criteria including:

- Prior Art
- Strength of support for creative team
- Market for potential products , narrow or wide applications
- Market competition
- Cost of development for commercialisation
- Collaborative and licensing opportunities
- Exit strategy
- Benefits to the University – tangible and intangible

11.3 Funding Application: Where the disclosed IP is found to have potential for commercialisation, whether at a commercial or pre-commercial stage, the inventor will be advised on further development of the IP through research, prototyping or collaboration.

The Dean will liaise with the inventor's Line Manager and School/Department on decisions where input required from the inventor requires time and resources from the School/Department.

12. Commercialisation of Intellectual Property

In the event that the decision of the Dean and Head of Finance is to support the development of the IP then the likely routes for commercialisation will be explored with the Inventor(s).

12.1 A commercialisation plan will outline what tasks need to be undertaken, by whom and in specific timelines as part of a programme towards reaching the goal of commercialisation. The plan will be agreed by the Inventor(s), Dean and the respective School/Department.

12.2 The Dean will take the appropriate steps to protect the IP by patent application or other IP protection means, at the University's expense or with funding secured from external sources, and within the timetable of the agreed commercialisation plan. Staff and students are expected to meet the requirements of this plan in a timely way.

12.3 The type of activities individuals are expected to commit to include:

- supporting the patenting process (this can involve responses to 'written opinions' and further experiments);
- developing prototypes and/or carrying out further experiments;
- provision of content for the preparation of marketing materials (both confidential and non-confidential);
- co-developing and delivering 'sales' presentations to potential licensees;
- participating in meetings (both in India and elsewhere including overseas);
- positively supporting the negotiation of licences or other agreements where necessary.

12.4 In the event that an individual(s) fails to meet the commitments specified in the agreed plan and this is damaging to the progress of the commercialisation effort then the University reserves the right to terminate the commercialisation plan via delivery of a written notification to the member of Staff or student.

12.5 Upon commercialisation, the inventor may be required to work with the third party to fully 'transfer' the know-how in the IP.

12.6 *Revenues from Licence Royalties:* Where the IP is licensed to a third party, Head of Finance and Dean will be responsible for negotiating and securing the most profitable commercial arrangement available. Net revenues (after patent and related costs, professional and legal advice,

marketing costs, etc. have been covered) from licences/royalties will be distributed as described in 13.

13. Spin-out Routes

13.1 *Spin-out Process:*In some cases, the best route to commercialisation is for the Inventor to start a spin-out company. In this case, the Inventor will be required to submit a business plan which will be reviewed and agreed by the President. The University will hold up to 30% equity in the spin-out company.

13.2 *Licensing to spin-out:*For most spin-out companies the University will seek to negotiate licence terms to provide the venture with access to the IP it needs to develop the business and raise finance. The licence will generally include royalty provisions and terms for assignment of the intellectual property based on the company meeting agreed milestones.

13.3 *Directorships In Spin Out Companies:* The University will be party to Shareholders Agreements from the spin-out company and will be entitled to non-executive directorships in the venture. Staff and/or students may also participate as directors and the University recommends each individual considering this role gains legal advice on the responsibilities associated with limited private company directorship.

13.4 *Secondments: Secondments to Spin-Out Companies* In the event that an individual intends to work for the spin-out venture then secondment arrangements would be put in place by the School/Department and Human Resources.

13.5 *Use of University Resources by Spin-Out Companies:*In the event that a spin-out company needs access to University facilities then this will require arrangement via Dean and Head of Finance and the value of such access will be negotiated. Use of University Resources may count as 'in-kind' investment into the spin-out company and will be considered as a repayable loan or an entitlement to share options.

14. Revenue Sharing Scheme

14.1 The successful commercialisation of University-generated IP will usually result in the University receiving a royalty income. This may be

either as a lump sum or as a stream of royalty income over a period of time.

14.2 The University has a standard scheme for the apportionment of its royalty income which reflects the involvement of the individuals concerned, the School/Department.

14.3 The University must recover its costs – examples of such costs include IP protection costs, professional and legal advice, promotional and marketing material expenditure and other costs.

After costs have been recovered, Net revenues from licences / royalties will be distributed as follows for any licensable IP:

Net Revenues (Cumulative)	Inventor(s)	Deaortment	University
First Rs 5 Lacs	60%	20%	20%
All revenue above Rs 5 Lacs	50%	25%	25%