



NITTE
EDUCATION TRUST

**NITTE MEENAKSHI
INSTITUTE OF TECHNOLOGY**

An autonomous institution with A grade by NAAC, UGC | Approved by UGC/ AICTE/ Govt. of Karnataka

P.B.No.6429, Yelahanka, Bangalore 560064

Intellectual Property Rights (IPR) Policy (Research/ Patent/ Consultancy)



KNOWLEDGE • CHARACTER • UNITY

TABLE OF CONTENTS

SL NO.	TITLE	PAGE NO.
1.	VISION, MISSION, OBJECTIVES	4
2.	DEFINITIONS	5
3.	APPLICABILITY OF THE IP POLICY- SCOPE	8
4.	OWNERSHIP OF INTELLECTUAL PROPERTY	9
5.	PROTECTION AND UTILIZATION OF IP	16
6.	REVENUE SHARING	24
7.	GENERAL CLAUSE	27
8.	ANNEXURE I	27
9.	ANNEXURE II	27

PREFACE

NMIT has taken the initiative to develop an Intellectual Property Rights Policy (IPR) by establishing a Patent Cell to promote Patent and other IP related activities by encouraging the faculty in the areas of research and development. NMIT recognizes the need for encouraging the practical application and economic use of the results of research and other creative works carried out at NMIT for the benefit of the organization, researchers and most importantly the general public, therefore it has adopted the following Policy on IPR.

The Policy provides guidelines related to the ownership, protection and commercial exploitation of the IP created by researchers in the course of their duties or activities at NMIT. The policy also sets out the guidelines and rules of the organization for cooperation with external agencies and on the sharing of the economic benefits arising from the commercialization of Intellectual Property.

It is expected that this policy will be of significant help to people involved in innovation and invention and other creative activities towards protecting their IPR arising as an outcome of their efforts.

This is only a preliminary step towards creating awareness and securing the IPR. Suggestions for improving the policy are welcome.

PATENT CELL,

NMIT, Bengaluru

Vision

“To create a culture where creativity and innovation are encouraged for the benefit of Inventors, NMIT and Society and to promote advancement in science and technology and other engineering products”

Mission

To encourage NMIT faculty, students and researchers to get involved in research and innovation activity and to be the trend setters to all academic institutions of the country and serve the scientific community by imbining a high degree of credibility, integrity and ethical standards.

Objectives

The IP Policy of NMIT reflects the following objectives:

- i. To create awareness about the economic, social and cultural benefits of IPRs;
- ii. To encourage the generation of intellectual creations by providing appropriate financial incentives from the revenue generated out of such creations and to provide administrative assistance in creating and protecting the IPR to the extent possible;
- iii. To facilitate and implement the IPR policy by balancing the interests of inventor(s) and NMIT and to transfer the new IP for the benefit of public at large
- iv. To promote and facilitate valuation and commercialization of inventions.
- v. To strengthen enforcement and adjudicatory mechanisms for combating IPR infringements.
- vi. To strengthen human resources and capacities for teaching, training, research and skill building in IPRs.
- vii. To encourage collaboration with industries and research organizations to foster breakthroughs in research.
- viii. To develop and commercially exploit the IP pursued by NMIT inventors through a Start-up companies of NMIT.
- ix. To enhance the reputation of NMIT as an academic research organisation as well the reputation of the researchers by bringing the IPR to public use.

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.

- i. **“Nitte Meenakshi Institute of Technology”** means the engineering college affiliated to Visvesvaraya Technological University
- ii. **“Assignment”** means the execution of a written contract by the Inventor, assigning all of the Inventor’s rights, titles and interest in and to an IP to NMIT. IP/IPR are assignable as of the time the Inventors is employed or upon admission to the NMIT or as of the time they are conceived or reduced to practice. Assignment also means transfer of ownership rights , titles and interest in and to an IP of NMIT to a third party.
- iii. **“Inventor(s)”** means any Researcher including authors who contributed to the creation of Intellectual Property.
- iv. **“Commercialization”** means any form of exploitation of Intellectual Property, including licensing, and commercialization via a spin-off enterprise or the disposal of any other interest, whether in return for economic benefits or payment in kind or any other form of value.
- v. **“Copyrighted works”** means literary, scientific and art works, including academic publications, scholarly books, articles, lectures, musical compositions, films, presentations and other materials or works other than software, which qualify for protection under the copyright law.
- vi. **“Faculty”** means persons employed or engaged by the NMIT, including full-time and part-time employees, consultants, visiting researchers and emeritus professors, adjunct or visiting appointees, student employees and technical staff appointed as per the NMIT's appointment procedure.
- vii. **“NMIT resources”** means any form of funds, facilities or resources, including equipment, consumables and human resources provided by NMIT either in a direct or indirect way.
- viii. **“Intellectual Property” (IP)** means the result of creativity and includes intangible work, inventions, technologies, designs, artistic works, developments, improvements, materials, proprietor information, compounds, processes, methods and all other research results and tangible research properties, including algorithms, theoretical models, software, prototypes, source code, object code and other copyrighted works.
- ix. **“Intellectual Property Rights” (IP Rights/IPR)** means ownership and associated rights relating to Intellectual Property including patents, industrial designs, plant breeders rights, copyrights, trademarks, integrated circuit layout design rights, topography rights, know-how,

trade secrets and all other intellectual or industrial property rights, either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

- x.** **“Incidental Use”** of NMIT Resources involves the normal use or short-term use of office space and facilities generally available to all researchers, such as libraries, computers, one time use of equipment, and support staff and does not involve the procurement or use of special supplies, services, equipment, laboratory or other support by the NMIT.
- xi.** **“Net Revenue”** means all proceeds received by the NMIT on intellectual property that it sells or licenses, minus any application, litigation, interference, or marketing costs directly attributable to the Intellectual Property being licensed. Deducted costs shall be reasonable and fair, and shall be properly disclosed; the sources and amounts of compensation shall also be properly disclosed.
- xii.** **“Researcher”** means and includes all Faculty, Students Staff and/or Visiting individual who use the NMIT’s resources and who performs any research task at NMIT or otherwise participate in any research project administered by the NMIT, including those funded by external sponsors.
- xiii.** **“Agreement”** means any kind of Agreement involving R&D or IP and includes Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research, Technology Transfer Agreement, Licensing Agreement pursued by Researchers and/or Intellectual Property created at NMIT.
- xiv.** **“Patent Cell”** means the office established by NMIT to handle all the matters pertaining to the Intellectual Property of NMIT.
- xv.** **“Student”** means any full-time or part-time pupil including school, pre-university students, graduate, diploma students, undergraduate, post-graduate, Research Scholars or doctoral student regardless of whether the student is housed inside the campus or outside; an employee of an external organisation registered for doctoral or post-graduate studies; a Faculty or Staff registered as a post-doctoral or doctoral student with an external organisation or students under student exchange program
- xvi.** **“Staff”** means any employee of NMIT other than students and faculty as defined above. If a student is also a part-time NMIT employee, he is considered as staff with regard to intellectual property developed as a result of his employment, and as a student with regard to other intellectual property. Visitors to the university who make substantial use of NMIT resources are considered as staff with respect to any Intellectual Property arising from such use.

- xvii.** “**Substantial use of NMIT facilities**” means extensive use, directly or indirectly, of NMIT laboratory or computational facilities, NMIT provided or NMIT administered funds, space or human resources including guidance and mentorship. The use of these facilities must be important to the creation of the intellectual property; merely incidental use of facility commonly available to all faculty, students or staff such as libraries and information resources does not constitute substantial use of NMIT resources.
- xviii.** “**Visiting individual**” means individuals having an association with the NMIT without being either employees or students and includes academic visitors, individuals with honorary appointments in NMIT and emeritus staff.

APPLICABILITY/SCOPE OF THE IP POLICY

- This Policy shall apply to all Intellectual Property created on or after June 2018 and all IP Rights associated with them.
- This IP Policy of the NMIT is applicable to all Researchers who have established a legal relationship with NMIT or who has made Substantial Use of NMIT Resources. This policy is also applicable to Researchers who have created the IP while at the NMIT and thereafter have resigned, quit or graduated from the NMIT.
- It applies to NMIT Researchers working at other organizations through a formal agreement between NMIT and the other organization, under such cases the IP Policy of the NMIT will be interpreted in reference to the relevant formal inter-institutional agreement.
- It applies to all proposals/engagements/collaboration concerning R&D projects, technology transfer, consultancy assignments, IP Protection etc., need the approval of the Patent Cell of NMIT before they are accepted by the concerned Researchers or submitted to the concerned external organizations.

OWNERSHIP OF INTELLECTUAL PROPERTY

Researchers of NMIT

1. Save as set out below, all rights in Intellectual Property conceived, made, or created by a Researcher of NMIT in the course of his or her duties and activities at the NMIT shall generally belong automatically, to NMIT. The Researchers who have contributed in conceiving the IP shall remain the Inventors of such IP.
2. Unless otherwise agreed, IP resulting from government-funded research shall be the property of the NMIT or the ownership shall be determined in accordance with the policies of the government.
3. If the personnel of the NMIT create Intellectual Property Rights outside the normal course of his or her duties of employment, with the Substantial use of NMIT's Resources he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to the NMIT as consideration for the use of NMIT Resources.
4. In the absence of a prior written R&D Agreement with sponsors, collaborators, or any other external entities or persons and the NMIT before the commission of the work, NMIT shall own all the IP rights arising from work, in the following cases:
 - a. If it has been developed with a mix of funds/facilities of the NMIT and external agencies.
 - b. If it has been developed with the use of external funds/facilities, including that of sponsored research and consultancy projects either partially or wholly.
 - c. If it has been developed under any contract arrangement including "work for hire", work commissioned and/or outsourced by the NMIT.
 - d. Research where two or more persons collaborate.
 - e. Visitors on sabbatical or study leave at the NMIT.
5. Intellectual Property created in the course of, or pursuant to a sponsored/collaborative research or other type of agreement with a third party, shall initially belong to the NMIT and then ownership whether solely or jointly shall be determined according to the terms of such agreements (in accordance with clause 7 of this section).
6. If a student is offered a studentship sponsored by a third party under a separate agreement, under which the third party has a claim on Intellectual Property arising from the studentship, the student must agree that the Intellectual Property Rights shall initially belong to the NMIT and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.

Visiting researchers/honorary appointments to the NMIT

1. Visiting Researchers are required to transfer to the NMIT any Intellectual Property Rights they create in the course of their activities arising from their association with the NMIT. Such individuals

will be treated as if they were NMIT researchers for the purposes of this Policy.

2. Before such individual's appointment at the NMIT commences, an agreement shall be entered into between the NMIT and the individual who is to have the honorary/visiting researcher appointment with the NMIT. The type of agreement is to be determined by the NMIT and must be approved by the Patent Cell.
3. Unless otherwise agreed by the NMIT, individuals who have an honorary appointment with the NMIT:
 - a. Are required to assign to the NMIT any IP they create and/or develop in the course of their honorary activities for the NMIT or using NMIT Resources; and
 - b. Will be treated as if they were researchers for the purposes of revenue sharing.

Exceptions

All IP developed by NMIT researcher in their own personal time and which is neither connected to research of the NMIT, or created in the course of their duties, nor developed with Substantial use of NMIT's resources shall belong to such Researcher identified as inventors, provided prior written disclosure is made to the NMIT's concerned office and obtained a no- objection from the office.

Researchers pursuing research activities at other organizations or outside NMIT/Honorary appointment/Sabbatical

1. Rights related to Intellectual Property that is created during an academic visit by the Researcher of the NMIT to another organization shall be governed by an agreement between the NMIT and the other organization (in accordance with this section).
2. If the NMIT's IP Rights are not affected and does not conflict with their obligations and commitments to the NMIT, the IPR created during the visit shall belong to the other organization, unless otherwise provided in an agreement.
3. It is the responsibility of the NMIT Researchers to ensure that their agreements with third parties are in keeping with their obligations to NMIT policies.
4. In all such circumstances, before a Researcher commences such honorary appointment, an agreement must be put in place, after consultation with Patent Cell, between the NMIT and the other organization in relation to, amongst other things.
5. Researchers before engaging in such activities must also sign any document that NMIT reasonably requests to ensure that all rights in IP that belong to the NMIT, as set out in this Policy, either remain with, or are assigned to NMIT.

Waiver

1. If NMIT cannot, or decides not to, protect or exploit any Intellectual Property to which it lays claim, or decides not to proceed with the prosecution or maintenance of a specific IPR it shall forthwith notify the Inventor(s) or the Inventor(s) can request for a release or Reassignment of the IP/IPR. The notification shall be made within a reasonable period of time prior to any act or any intentional omission liable to prevent the obtainment of protection.
2. Upon determination by NMIT that releasing the IP to the Inventors will not violate the terms of an external Agreement and that such releasing would be in the best interests of NMIT, NMIT may agree to release the invention to the Inventors' at its discretion. In such cases the Inventors' shall have the option to acquire related IP Rights; however, NMIT may claim a share from the income of any subsequent exploitation of the Intellectual Property to the extent equaling the verified expenditures of NMIT incurred in connection with the protection and commercialization of such IP.
3. The NMIT may also claim for a perpetual non-exclusive royalty-free license for research purposes without the right to business exploitation and without the right to sub-license. The NMIT may also claim for a percentage of any net income generated by the Inventor(s) from the commercialization of the Intellectual Property on a case-by-case basis.
4. The NMIT shall not unreasonably withhold or delay an assignment of the IP Rights to the Inventors; however, it reserves the right to delay exploitation where it is in its interests to do so.
5. In the event of any such release as described above, the Inventors' shall submit a progress report including the progress on further R&D, revenue generated, investments made, audit report if any etc., once every year to the concerned office.

Copyright

1. NMIT shall be the owner of copyrightable work, including software created by NMIT personnel with any use of NMIT resources. If the software is created under sponsored research or collaborative research, the ownership shall be subject to Agreement.
2. If NMIT foresees a gainful return from copyrights, it may initiate steps to file and protect such copyrights and share the financial benefits with the Inventor(s).
3. NMIT shall be the owner of copyright on all teaching material developed by NMIT personnel as part of any of the academic research or related programs at NMIT. The authors shall have the right to use the non-funded technical material in his/her professional capacity. If the technical material is prepared by the author on behalf of a funding agency, then the copyright will be shared between NMIT and the funding agency. As a traditional exception, NMIT shall not claim ownership of copyright on books and publications authored by NMIT personnel.

4. Thesis and dissertation: A Student shall own the copyright of his or her thesis or dissertation or any project report. The Student shall hereby grant to NMIT a royalty-free right to reproduce, publish, and publicly distribute copies of the thesis, dissertation or any project report, in any appropriate form.

Joint Initiatives with Third parties- external sponsorship/ research collaboration with third parties

1. It is the responsibility of the Researcher to ensure, that prior to commencing any research activity in collaboration with any third party, the terms and conditions of co-operation be set forth in a written agreement (herein after R&D Agreement). The R&D Agreement shall inter alia include provisions, as appropriate, regarding:
 - i. IP and associated rights already existing at the NMIT prior to entering into the R&D Agreement
 - ii. IP and associated IP Rights arising from research activities set out in the R&D Agreement, after entering into it;
 - iii. Licensing terms;
 - iv. Confidentiality requirements;
 - v. Terms of public disclosure;
 - vi. Indemnity
 - vii. Other relevant provisions.
2. Collaborative research means research in which NMIT undertakes with the third-party persons employed by the third party and such third party contributes intellectually to the generation of the IPR
3. Sponsored research means NMIT being contracted by a third- party organization to undertake research by funding either partially or completely, but does not participate in the generation of the IPR.
4. Researchers shall not have the right to enter into an Agreement with third parties on behalf of the NMIT unless they are authorized to do so by an official representative of the NMIT. All such collaboration or agreements have to be routed through the Patent Cell of the NMIT.
5. Persons acting for, and on behalf of, the NMIT shall exercise all due diligence when negotiating R&D Agreements/ other agreements and signing contracts that may affect NMIT's IP Rights in accordance with this IP policy.
6. NMIT will consider joint ownership of IP with an external organization if only all the below parameters are met:

- i. Contributes its background IP to an NMIT project;
 - ii. Makes intellectual contributions to the project through the participation of its employees in generating IP together with the NMIT; and
 - iii. Meets a substantial part of the costs of the project.
 - iv. Waiver of joint ownership/ownership can be considered by the NMIT on recommendation(s) of the involved Inventor(s) and the head of the NMIT subject to the adequacy of compensation provided to the NMIT.
7. If the Third party wishes to exploit such jointly owned project IP commercially, NMIT will grant the organization the first right to negotiate a royalty-bearing license from NMIT. The Third party's joint ownership will, however, be limited to the field of application, as identified in the R&D Agreement with NMIT. NMIT reserves ownership of any IP generated in the fields of application not specified in the research agreement, and will be free to exploit the IP in those other fields of application without being accountable to the organization.
8. In the absence of a prior R&D Agreement, irrespective of the intellectual and financial contributions and the use of resources of the NMIT and the collaborative party to the conception of the Intellectual Property, NMIT shall take a lead in obtaining appropriate IP Rights and/or share in the revenue generated from its commercialization.
9. In the absence of such an R&D Agreement defined in clause (a) of this section, it is the policy of the NMIT that IP Rights shall be distributed among the collaborating organizations in the proportion that reflects the proportions of contributing to the creation of the Intellectual Property Rights.
10. In order to enable the collaborating organizations to establish such proportions defined in clause (f) above and to prevent subsequent disputes, it is expedient that the parties maintain regular, well-documented records of the research activities pursued, signed by all of them.
11. Any confidentiality provision of an R&D Agreement aiming at the delay of public disclosure for the purpose of protection should not usually have effect for longer than 3 months from the time the concerned party is notified of the intent to publish.
12. Before signing, the full copy of the proposed agreements and other legal statements concerning NMIT's IP Rights shall be submitted to the person or department designated by the NMIT for advice and approval.

PROTECTION AND COMMERCIALIZATION OF INTELLECTUAL PROPERTY

The Patent Cell situated at NMIT campus located at Bengaluru will be responsible and delegated authority for evaluating, protecting and commercializing all NMIT's IP and administering all relevant NMIT policies pertaining to Intellectual Property. The protection process for IP created by the researchers begins with the obligation of Inventors to fully convey information on the creation to the Patent Cell or the designated person identified by the NMIT from time to time. The Inventors shall furnish information and execute documents requested and needed by the Patent Cell to fulfill its responsibilities of securing the IPR.

Objectives of Patent Cell

- To create awareness about the economic, social and cultural benefits of IPRs; to encourage and facilitate the generation of inventions, to implement and amend the IPR policy as and when required by balancing the interests of inventor(s), NMIT and IPR owners with larger public interest.
- To encourage creativity, innovation at NMIT. To encourage IP protection and to promote and facilitate valuation and commercialization of the IPR.
- To protect the IP generated/created by the Researchers
- To facilitate and technology transfer in order to ensure the Researchers and NMIT benefits from the commercialisation of the IPR.
- To handle all the Agreements pertaining to IPR in order to protect the interests of NMIT
- To strengthen human resources and capacities for teaching, training, research and skill building in IPRs.
- To record and maintain NMIT Intellectual Property Rights portfolio. The concerned person at Patent Cell shall maintain records of the NMITIPR in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance of protected Intellectual Property, and shall, within reasonable time, inform the person or department designated by the NMIT.
- To maintain accounting records on each Intellectual Property Rights. The Cell shall ensure that the Intellectual Property be recorded in the accounting records, that any costs incurred be paid in due course and that the revenues from exploitation be distributed.

IPR Management Committee (IPR-MC)

The IPR management committee shall be the advisory body for the Patent Cell.

Objectives of IPR-MC

1. To evaluate the progress toward ends of the IP Policy and the Patent Cell objectives, set new objectives as needed.
2. Approve annual budget
3. Conduct rigorous monitoring to ensure generation, protection and commercialization of the IP in accordance with the IP Policy and also to ensure all other relevant laws or regulations are complied with.
4. To address conflicts of interests
5. To review the policy and its implementation, critically analysing progress on objectives, accomplishments, need for changes in structure, etc.

The IP Management Committee of NMIT

Composition of the IPMC

The IPMC shall consist of the following:

Advisor NMIT	Chairman
Principal NMIT	Vice-Chairman
Patent Attorney	External Member
Law officer of NMIT or representative nominated by Advisor NMIT	Legal Expert:
One faculty member	At the level of Dean / Head/ Professor/ Associate Professor from each of the constituent units to be nominated by the Advisor NMIT
One Representative of Management	Nominee of the Advisor Member
Advisor Administration and Management	Prof. K Sudha Rao
Administrator of NMIT	Executive Member
One representative from finance section	Nominated by Advisor NMIT Member
Prof. N Mahavira Swamy, Dept. of Electronics and Communication Engineering	Member Secretary
Dr. Madhusudhan Dept. of Mechanical Engineering	Convener
	Co-Convener

Disclosures

1. A disclosure form is a document, which provides information about the IP created/generated, Inventor(s), what was created, commercialization prospects and facts concerning subsequent activities pertaining to such creation. It provides the basis for a determination of potential IPR and the technical information for drafting a suitable IPR application including a patent application.
2. Inventors must prepare and submit, on a timely basis, an IP/invention disclosure for each potential IP including a patentable invention conceived or first actually reduced to practice in whole or in part in the course of their responsibilities or with more than incidental use of NMIT resources to the Patent Cell as appropriate. Relevant forms may be collected from the nodal officer or department designated by the NMIT.
3. All Researchers, of the NMIT are obliged to disclose all Intellectual Property falling within the scope of this policy to the person or office designated by the NMIT before disclosing it to the public, publishing or advertising through any medium. Public disclosure of research results made before obtaining the right of priority concerning a specific Intellectual Property application, highly jeopardize the proper protection of the related IP Rights. Therefore, Inventor(s) are requested to avoid any public disclosure of IP prior to filing such applications.
4. The NMIT shall endeavor to avoid undue delays in publications. Inventors' are requested to disclose all potentially exploitable IP as soon as they become aware of them and this information must be treated with the absolute care, especially using secure means of handling Confidential Information.

Evaluating and Protecting Inventions

1. Patent Cell with the help of an evaluation committee will evaluate all disclosed IP applications for their possible protection and commercialization potential and determine the appropriate means for protecting and promoting the development of the IP. Inventor(s) will cooperate with NMIT or in its effort to evaluate and protect NMIT creations by providing information, attending meetings and advising on further development whenever required.
2. When an IPR application including an invention or design application has been authorized on a disclosed invention, by the IP evaluation committee of the Patent Cell, Patent Cell in collaboration with the IP lawyers/attorneys will work with the Inventors to prepare a required IPR application. Inventors are required to provide a reasonable level of assistance in this process. IPR applications are filed in the name of the NMIT and all expenses for seeking such protection shall be borne by the NMIT or a third party based on a collaborative agreement. Patent Cell and the Inventors will be jointly responsible for responding to any requests from the attorneys or IP Lawyers within India or outside India.
3. After the date of disclosure, the person or office designated by the NMIT shall immediately

commence the evaluation of the Intellectual Property. As a first step, a pre-evaluation shall be carried out to identify any major obstacles, which could hinder the protection and commercialization of the Intellectual Property.

4. Based on the results of the pre-evaluation a recommendation on whether to protect and exploit the Intellectual Property shall be forwarded to the person or committee appointed on a case to case basis, taking the final decision on behalf of NMIT. Based on the committee recommendation on whether the NMIT should seek statutory protection for the IP and if so, on the countries in which such protection is to be sought, which will be communicated to the respective Inventor(s)
5. Such a recommendation shall be forwarded within a reasonable time from the date of disclosure. The Inventor(s) shall be informed of the decision within a reasonable time from the date of decision in writing. If NMIT decides not to commercialize the disclosed Intellectual Property, then the provisions of clause (4) of this section shall apply.
6. The Inventor(s) shall closely cooperate with the person or office designated by NMIT, the patent attorney or any other professional experts involved by NMIT. Inventor(s) are required to give reasonable assistance in protecting and commercially exploiting the Intellectual Property by providing information, attending meetings and advising on further development. The Inventor(s) shall take all reasonable steps requested by the head of the Patent Cell or his representative, including execution of assignments or other documents necessary to perfect NMIT's ownership rights and other requests necessary for evaluation, valuation and protection of the IP created. The Inventor(s) shall also make their obligations clear to those with whom they make Agreements by disclosing the IP Policy. The Inventor(s) shall promptly disclose all the know-how, designs, algorithms, source-code, prototypes pertaining to the IP conceived in writing without concealing information and submit it to the Patent Cell as in when requested.
7. The Patent Cell and the Inventor(s) shall jointly determine an appropriate commercialization strategy as part of the evaluation process within reasonable period of time from the date of NMIT's decision.
8. Commercial decisions, such as the ones concerning the terms of an assignment/licensing agreement or establishment of a start-up or a spin-off, shall be taken on a case-by-case basis by the person or committee designated by the NMIT, giving due consideration to all circumstances.
9. NMIT may decide not to apply for registered industrial property protection or may withdraw an unpublished application, if it is more appropriate for the purposes of commercialization to treat the Intellectual Property as a confidential information or know-how. In such cases Inventor(s) shall be requested in writing to refrain from any public disclosure of the Intellectual Property. When choosing this option, however, the NMIT shall take the Researchers' freedom to publish as well as public interest into account.

10. If the NMIT decides not to undertake the protection and commercialization of the Intellectual Property, the rules set out in this Policy shall apply.
11. Expenses incurring in connection with the protection and commercialization of Intellectual Property shall be borne by the NMIT to the extent possible, however, where a creation has resulted from a research Project or external funding, whose funding provides specifically for IP expenses, the NMIT shall utilize such funds for seeking IP protection. Where such funds designated specifically for IP expenses are not available to the project from which the IP has been generated, NMIT shall bear the costs of IP protection, wholly or in part, depending on whether the Inventor(s) are able to meet a part of the expenses through funds available to them.
12. During the evaluation and commercialization period the full description of the Intellectual Property may be disclosed to third parties only under confidentiality agreement.

13. Criteria for naming Inventors in a Patent application or other IP applications:

The naming of Inventors is normally decided on the basis of the following criteria:

- a. All persons who contribute towards development of patentable features of an invention will be named as inventor(s).
- b. All persons, who have made intellectual contribution in achieving the final results of the research work leading to a patent, will be named as inventor(s).
- c. A person who has not contributed intellectually in the development of an invention is not entitled to be included as an inventor.
- d. A person who provides ideas needed to produce the ‘germs of the invention’ need not himself / herself carry out the experiments, construct the apparatus with his/her own hands or make the drawings himself/herself, the person may take the help of others, such persons who have helped in conducting the experiments, constructing apparatus or making the drawings or models without providing any intellectual inputs are not entitled to be named as Inventors.
- e. Quite often difficulties may arise while deciding the names of Inventors. To avoid such a situation, it is essential that all scientists engaged in research should keep factual, clear and accurate record of daily work done by them in the form of a diary. The pages in the diary should be consecutively numbered and the entries made should be signed both by the scientists and the concerned principal Researcher.

Confidentiality

1. A key component of protecting IP is maintaining confidentiality, especially in the early stages of development and when collaborating with Third Parties, all researchers must keep secret any Confidential Information to which he or she has access and only use it for the purpose for which it was supplied.

2. Disclosure or publication of IP prior to filing a patent application may harm, or in certain circumstances eliminate, the opportunity to obtain patent protection for an invention.
3. Researchers must therefore ensure that all IP is kept confidential until suitable arrangements for its protection have been put in place during all stages of IP development.
4. A breach of confidentiality by any researcher is a very serious matter. A willful breach of confidentiality will constitute serious misconduct e.g. passing NMIT confidential or proprietary information to third parties without a suitable confidentiality agreement in place or passing on confidential information of a Third Party which was provided to NMIT on a confidential basis, and will be a disciplinary matter or will be considered as a breach of this Policy.

Commercialization

1. Where the NMIT owns IP rights in a work, NMIT may choose to commercialize it, and may consult with the Inventor(s) on the best means for commercialization. As the sole or joint owner of any IP, NMIT is entitled to enter into binding agreement with any party for the utilization of its IP, whether on commercial terms or on non-commercial terms in the public interest, and in a manner consistent with the terms of any agreement involving the research from which IP is generated read harmoniously with the terms of this policy.
2. NMIT shall be entitled to grant Licenses, either exclusive or non-exclusive, for the utilization and commercial exploitation of NMIT IP, or to make such other arrangements as the NMIT may deem fit to facilitate Transfer of the IP created, Licensing, and other means of Commercialization of NMIT IP to industry or other entities, while preserving the rights and interests of NMIT and of the Inventor(s).
3. The cooperation of Inventor(s) with NMIT and with licensees of NMIT IP is usually essential for the success of efforts to utilize/commercialize IP. Therefore, Inventor(s) shall provide all assistance to NMIT both during the effort to protect IP and the later efforts to undertake licensing and commercialization. The assistance and active cooperation of Inventor(s) is also required in identifying potential licensees for NMIT-owned IP and in negotiations with potential licensees. Alternatively, the Inventor(s) of a work in which NMIT owns the IP rights may, with NMIT's prior approval, pursue opportunities to exploit the work, and negotiate with third-parties on behalf of NMIT. NMIT shall always be a party to any resulting agreement.

Placing NMIT IP in Public Domain

NMIT recognizes that Commercialization of IP may not always be appropriate and sometimes it is in the best interests of knowledge transfer to place IP in the public domain without registering the IP for protection and/or to make the IP open source for a nominal fee or for free. If the researcher believes that this is appropriate, he or she must discuss with the Patent Cell and the Patent Cell may consider the

option after consulting with various stakeholders and evaluating such request in the interest of the NMIT. Where IP is being created with the support of a Third Party, then the researcher must discuss and agree the position with Patent Cell and the Third Party. Based on the request, the Patent Cell shall decide with the third party whether it is appropriate to place the IP in the public domain or to make it open source, in the best interests of NMIT.

REVENUE SHARING

1) Division amongst Inventors:

Where more than one Inventor is involved, initial responsibility for agreeing to the division of the Inventor's share of revenue amongst them shall lie with those Inventor's. The revenue would be shared based on the apportionment provided by the concerned NMIT's Faculty or primary Inventors, in the event of any dispute, the Patent Cell will take the lead in determining the apportionment.

2) Leaving NMIT/ Discontinuation of services at NMIT:

Cessation of employment either by resigning, retirement, or completion of project/ course, under normal circumstances, or a Student leaving NMIT, will not affect an individual's right to receive a share of Revenue, provided the IP/revenue was generated during the due course of their admission, employment or association with the NMIT. Such cessation shall not also absolve the NMIT Researcher from their obligations towards confidentiality or the procurement/registration of IP in so far as executing necessary documents and/or assisting attorneys of NMIT towards the objectives of NMIT are concerned. Inventors continued collaboration with NMIT and the licensee is essential to ensure that the IP of NMIT is appropriately secured and commercialized successfully, therefore, the Inventors are requested to cooperate with NMIT by regularly updating their contact details. All Researchers leaving NMIT for various reasons shall agree to cooperate with NMIT as requested for without any undue delay. Failure to cooperate will be considered as a breach of this IP Policy. The Researchers who have been terminated by NMIT for various reasons, the sharing of the revenue, if any, will be decided on a case by case basis. A Researcher of NMIT involved in IP generation must give a declaration to NMIT about any pending inventions to be protected in case of discontinuation of service.

3) Death:

In the case of the death of the Inventors, any due share of the revenue will be paid to the legal representatives of the deceased.

4) Sharing of remuneration received for consultancy service:

Researchers of NMIT may be offered consultancy or similar assignments by an external agency or organisations, while working or engaged with NMIT. Any payments received by the Researcher in pursuant of such consultancy shall be shared between the researcher and the NMIT in 70:30 ratios. It would be the obligation of the employee/staff to inform the concerned department and seek permission for accepting such consultation or similar assignment keeping in mind that the proposed assignment would be in the interest of NMIT in the long run and will not adversely affect the Researchers work at NMIT.

Explanation:

The following shall, however, not be construed as consultancy work or similar assignments for the purpose of regulating the amount received by an employee or staff

- Amount received from recognized Universities and Research organizations, statutory Bodies, Autonomous Bodies of Public Sector Undertakings wholly or substantially owned or controlled, or funded/subsidized by Government for evaluation, selection, lectures, and committee work;
- Amount received as awards/prizes in recognition of academic achievement; and
- Honorarium from writing books, papers, articles and delivering occasional talks on literary, cultural, artistic, technological and scientific subjects.

5) IP rights of inventions beyond the professional scope of Researchers

IPR that does not fall in the professional scope of an Inventor/Researcher of NMIT must be declared prior to its protection. In such IP, the IP rights can remain with the Inventor(s) subject to a “No objection certificate” from the IPR-MC of NMIT.

BREACH OF THE RULES OF THIS POLICY

Failure to comply with this policy may result in

- i. Damaging the relationship with the NMIT which may include termination or suspension of the Researcher;
- ii. The Researchers not entitled to receive any kind of revenue generated out of his or her creation in the event of breach of this policy; and/or
- iii. Proceeding legally in accordance with the relevant provisions of law which may include criminal and civil remedies.

DISPUTE AND APPEALS

Complaint:

If there is any dispute in relation to matter arising out of the policy or interpretation, then the issue shall be brought to the notice of the head of the Patent Cell of the NMIT.

First Appeal:

If in the first instance, the issues are not addressed or satisfactorily addresses, then the disputes/issues shall be dealt by IPRMC or body designated by the IPRMC. A decision shall be taken within a reasonable period of time from the submission of the concern and communicated accordingly.

Final Appeal

In case of any individuals are unable to reach a unanimous decision or disagree with the decision pursuant to section above, then the matter will be referred to the management of NMIT. The management's decision in this regard would be final and binding on all the concerned parties.

GENERAL CLAUSE

1) Conflicts of interest

Each researcher must declare any potential conflict of interest that they have in relation to IP to the concerned person of the Patent Cell, to the head of the department or Academic Advisor or Supervisor, as applicable, as soon as possible.

2) Waiver of the IP policy

The NMIT shall have the discretion to waive or vary any or all of the provisions of this IP Policy, or any of the rules or guidelines framed there under, in a particular case. Such discretion shall lie solely with the head of the NMIT. A waiver on one occasion and for a particular case shall not be deemed to be a waiver or variation or act as a precedent for a waiver or variation of the same or any other provision on a future occasion or for a future case.

3) Amendment of the provision and guidelines of the IP policy

NMIT may amend the provisions and guidelines set out in the IP Policy from time to time and shall notify its Researchers of such amendments as soon as possible. The amendments shall be in full force and effect on the date the amendments have been announced by the NMIT to take effect.

4) Infringement:

a. If researcher suspects, or becomes aware of, any potential or actual infringement of:

- i. NMIT IP by any Third Party
- ii. Third Party IP by the NMIT,

he or she should immediately notify the nodal officer of the Patent Cell with full details of the nature of the potential infringement.

b. NMIT shall retain the right to engage in or desist from any litigation concerning IP and license infringements including patents, copyright, and design.

5) **Governing Law:** As a policy, all contractual agreements entered into by the NMIT shall have the jurisdiction of the Courts in Bangalore and shall be governed by appropriate laws in India.

6) Entry into force of the Policy:

- a. This Policy shall come into effect on June 2018
- b. All Agreements concluded by the NMIT and the Inventors at an earlier time shall be governed by the provisions of the Policy in effect at the time of the signing of such contracts.

7) Procedure to be followed by NMIT faculty while applying to a patent:

1. Faculty will have to submit their proposal with provisional specification duly filled in the format furnished by the NMIT PATENT CELL.
2. The patent cell will forward the proposal to the Research Council which will form a committee comprising of experts in the field under consideration.
3. The above committee will evaluate the proposal and qualify the application if it is worthy of patenting and this will happen within few hours of receiving the proposal.
4. Soon after giving the consent, the Research council will arrange for the requisite funds for applying.
5. Students applying for patent shall opt his guide / Laboratory In-charge which extended the experimental facility as co-inventor. The revenue sharing shall be decided by the IPR cell.

8) Roles and responsibilities of the Patent Cell

1. Establish IP policies, operating procedures, invention disclosures, license agreements, relevant forms, and others;
2. Channelize the invention from concept to IP protection to commercial stage;
3. Engage an IP consultant or firm for representing NMIT if necessary;
4. Advocate effectively when proposed legislation attempts to modify existing laws
5. Execute license agreements or technology transfer agreements between inventor(s), NMIT and prospective buyer/licensee;
6. Facilitate any disputes between inventor(s), NMIT and prospective buyer/licensee; if any;
7. Spread awareness about IPRs by conducting workshops and seminars.
8. Conduct tech-fests to showcase innovations for possible takers of technologies developed at NMIT



KNOWLEDGE • CHARACTER • UNITY