



NATIONAL INSTITUTE OF TECHNOLOGY RAIPUR

G.E. Road, Raipur – 492010 (C.G.)

Website: www.nitr.ac.in, Phone: 0771 -2254200

Intellectual Property Rights Policy



National Institute of Technology Raipur

Raipur (C.G)- 492010, Phone: 0771- 2254200



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INTELLECTUAL PROPERTY RIGHT (IPR) POLICY OF NATIONAL INSTITUTE OF TECHNOLOGY (NIT), RAIPUR

1. PREAMBLE

National Institute of Technology, Raipur (hereinafter referred to as NITRR or the Institute) is committed to the challenging task of development of technical education by preparing seasoned graduates in highly sophisticated field of engineering and technology. Development of India as an emerging industrial power is a demanding exercise as it involves the combination of cost effectiveness and efficiency along with producing world-class technology at the cutting edge. The institute promotes development of new ideas and innovations in technology and science and encourages the production of creative and scholarly works and the development of new and useful materials, devices, processes, and other intellectual property, some of which may have potential commercial value. The Institute also understands its role in contributing effectively to the national endeavor of producing quality human resource of world class standard by developing a sustainable technical education system, to meet the changing technological needs of the country incorporating relevant social concerns and to build an environment to create and propagate innovative technologies for the economic development of the nation.

The faculty and staff of the Institute are engaged in research and development activities that many a times result in generation of intellectual property (IP). These may be in form of patents, copyrights, trademarks, designs, processes or any other invention that may be commercialized. In order to safeguard the IP and its ownership and to continuously encourage the development of such IP, the Institute has drafted its own intellectual property rights policy (hereinafter referred as the Policy). The objective of the Policy is to provide the researchers an atmosphere favorable for research and set forth the guidelines for ownership and commercialization of the IP.

2. OBJECTIVES

The objectives of the policy are as follows:

- a. To provide an encouraging environment for research and development for generation of IP to the faculty, students and other researchers associated with the Institute.



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- b. To provide support in every possible way to the inventors of the IP associated with the Institute and safeguard the IP developed.
- c. To formulate the regulations and guidelines regarding ownership of the IP and revenue sharing upon commercial exploitation of the IP.
- d. To provide legal support to the inventors against any case of unauthorized use of IP.
- e. To create awareness among the students, staff and faculty likewise about the IP.

3. DEFINITIONS

- 3.1. “**Director**” means the Director of National Institute of Technology, Raipur.
- 3.2. “**Dean, R&C**” means the Dean of Research & Consultancy of National Institute of Technology, Raipur.
- 3.3. “**Intellectual property**” is defined as the tangible or intangible results of research, development, teaching, or other intellectual activity and includes patents, copyrights, designs, trademarks, service marks, logos etc. Any additional information regarding these intellectual properties can be obtained from the website of Controller General of Patents, designs and trademarks. (<http://www.ipindia.nic.in>).
- 3.4 “Copyright” means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work. Copyright protection is available for most literary, musical, dramatic, and other types of creative work, including software, teaching materials, multimedia works, proposals, and research reports.
- 3.5 “**Faculty**” means teaching staff of National Institute of Technology, Raipur.
- 3.6 “**Student**” means a person who has taken an admission in any of the courses offered by National Institute of Technology, Raipur.
- 3.7 “**Inventor**” is the person/s who has something new with utilization of their creative minds.



4. POLICY

4.1. IP EVALUATION

The institute would appoint and provide an attorney as appropriate for the invention to review/search, draft the IPR application, file the patent and to attend the hearing(s) during patent examination etc.

An institutional review committee for timely assessment and evaluation of intellectual property shall be constituted by the Dean (R&C). The committee would constitute of Dean (R&C) as chairman, HOD of the concerned department and an IPR cell member, to explore the appropriateness of the application based on the review/search report of the attorney. The inventor will have to make a presentation before the review committee. The objectives of the committee would be following:

- a) To determine and assign the ownership of the IP. It is up to the committee to decide whether the ownership would be restricted to an individual, institute (institute projects) or a joint ownership in case of externally funded project.
- b) To evaluate the IP on the scale of originality, usefulness, and practicability of the invention.
- c) To decide whether or not the invention has commercially applicability
- d) The evaluation process of the IP should be completed within a maximum time limit of 90 days.
- e) Upon the evaluation, if the committee decides against the application of the IP to support, then the institute shall claim no ownership of the invention and all the rights shall automatically go to the inventor/s.

4.2. IP OWNERSHIP

- a) NIT Raipur would hold the ownership rights when the IP is developed by the students, faculty, staff, or any external personnel not related to NITRR by using the funds or facilities available with the institute.
- b) However, in case a payment has been made by the individual to the institute for utilization of facilities, NITRR cannot claim the exclusivity in the ownership and hence an agreement on mutual accord can be reached that provides joint ownership rights to the inventor and NITRR.



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- c) In case when an IP is developed as a part of work that has been funded by external agencies or consultancy, then a joint ownership must be established with proper rights to license the innovation.
- d) In issues of copyrightable material such as software, lectures (video lectures), books, circuit designs, images developed by NITRR personnel for use by external agency or industry, the institute shall claim the rights for the ownership of the IP. However, the developers shall be free to use the IP for research and teaching purposes by reverse license agreement with NITRR. The institute shall not claim any copyrights on the books and research scientific articles authored by individuals of NITRR. It is, nevertheless **expected** from the authors to gratefully acknowledge the institute for any assistance. Also, NITRR reserves the right to use the IP for academic purposes.
- e) Additionally, the developers shall hold the ownership rights if the IP is developed outside their area of regular assigned work of research and teaching or without any significant use of institute's resources and facilities. For theses and dissertation reports related to academic activity, the students will hold the ownership rights. However, the students should give a royalty-free right to NITRR to use the reports for academic purposes, as and when required. An agreement for the same must be included in the theses properly signed by the student, department head and Dean R&C. Moreover, in case an application has been made for grant of IP and not yet granted, an agreement for thesis confidentiality at the time of thesis submission should also be included.

4.3. FUNDING OF FEES AND OBTAINING RIGHTS

In case the review committee decides in favor of protecting the IP, the institute shall follow the following to ensure IP protection:

- a. The institute shall bear all the expenditure/costs related to access of IP databases, for IP search, prior art, drafting and filing the IP application, publishing of patent, patent examination and to attend hearing(s). This also includes the cost for filing overseas applications.
- b. The above expenditure can be borne **Either**



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(i) Through institute fund (corpus fund generated from the overhead cost of funded research projects) per patent/per faculty in a block of three years with a ceiling of Rs 1,20,000 for filing patent with the Indian as well as foreign patent authorities.

Or

(ii) Through CPDA of the applicant per patent in a block of three years with the same conditions mentioned above as per prevailing norms of CPDA.

c. The payment provision in (b) above is for the time being, and same will be met out from the IPR resource generation in future (if any).

d. Post evaluation of the search report by the committee, in any case, if the institutional committee decides against the IP evaluation, the review/search fees would be borne by the CPDA of the concerned faculty.

5. DISCLOSURES and CONFIDENTIALITY

Following procedure should be followed for disclosure of the IP by the inventors.

- a) For all the IP produced and developed at the institute, i.e. NITRR, the inventors have to disclose the IP to dean (R&C) in a proper format (IP disclosure form) at the earliest. With this disclosure, the inventors would assign the rights of the IP to the institute. Similarly, the students of the institute are expected to submit their IP disclosure form along with their thesis work (B.Tech, M.Tech or PhD) properly signed and forwarded by their supervisor. It would be the responsibility of the institute to maintain the confidentiality of the IP once it has been submitted to the committee for evaluation for assessment for filing and possibility of commercialization.
- b) For all the IP generating from the externally funded projects and collaborative project, the IP disclosure shall be done as per the contract terms and conditions.

6. REVENUE SHARING

- a) Upon commercialization of the intellectual property developed at the institute, the revenue generated by the royalty payments would be shared between the institute and the inventors with a respective percent sharing of 40% by the institute and 60% by the inventor.
- b) In case of multiple owners of the IP other than the institute, the owners shall come to an agreement before filing the IP as to how to share the revenue.



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7. CONFLICT OF INTEREST AND JURISDICTION

It is the responsibility of the inventors to disclose any conflict of interest or potential conflict of interest prior to applying for evaluation to the institute's committee. In case of any dispute, the aggrieved party may contact the Director NIT Raipur. In all circumstances, the decision taken by the Director NITRR would be final and abiding by all. All the agreements or contracts signed by NITRR will be under the Raipur jurisdiction.

8. SETTLEMENT OF DISPUTES AND ARBITRATION

In the event of any dispute resulting from the loss (social and/or economical) to any party post patent issuance/re-issuance and commercialization or any difference among the parties, such disputes or differences shall be resolved amicably by mutual consultation or through the good office of the Director NIT, Raipur. In case of any dispute further, it will be resolved as per the Indian Arbitration and Conciliation Act 1996. The venue for arbitration shall be Raipur.

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ANNEXURE -I

Intellectual property disclosure form

Title of the Invention

Name and Affiliation of Inventor(s)

.....

.....

Brief description of the invention

Describe the invention so that the other faculty who are knowledgeable in the field can evaluate the technical and commercial merits of the invention.

You may include following in your description;

- a) How does this invention relate to new processes, machines, compositions of matter?
- b) How is the present invention an improvement over existing comparable invention?
- c) Has the invention been tested experimentally? Are experimental data available?
- d) Has invention been patented or protected under confidentiality agreement?

(Please attach sketches, drawing, photographs and other materials that illustrate the description).

Commercial Potential

- a) What are the possible uses / application areas and / or product you feel may embody aspects of your invention?
- b) Who is the possible end –users of the product?

Prior disclosure and possible Intent

- a) Has the invention been disclosed to industry representatives or third parties? if yes, Name companies and specific individuals and their titles.
- b) Has any commercial interest been shown in it and of what nature?

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ANNEXURE -II

UNDERTAKING

I /We the undersigned, hereby certify that the Work _____
has been undertaken by the undersigned at NIT Raipur, making use of significant use of
NIT Raipur resources.

I/ We hereby agree to abide by the provision of the intellectual property policy of the
Institute.

Signed this _____ day of _____ (Month), _____
(Year)_____

Name:

Address:



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ANNEXURE - III NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (“Agreement”) is by and between The National Institute of Technology, Raipur (herein after referred to as “NITRR”) having its address at G.E. Road, Raipur, 492010 and _____(hereinafter referred to as “Company”), a corporation having a business address at _____ on this day _____ month _____ year 20_____ being the date when this agreement comes into force.

I. RECITALS

A. NITRR and Company wish to exchange certain information pertaining to _____. This exchange includes all communication of information between the parties in any form whatsoever, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential.

B. NITRR and Company wish to exchange the information for the sole purpose of _____ and each party regards certain parts of the Information it possesses to be secret and desires to protect those parts from unauthorized disclosure or use (such secret parts being hereafter collectively referred to as “Information”).

C. NITRR and Company are willing to disclose Information (as “Disclosing Party”) and receive Information (as “Receiving Party”) on the terms and conditions set forth herein.

II. AGREEMENT

In furtherance to the above mentioned, NITRR and Company agree to the following:

1. The Receiving Party will:

a. Not disclose Information of Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both parties in maintenance of confidential information

b. Use the Information only for the above mentioned purpose.



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c. Restrict disclosure of the Information of the Disclosing Party solely to those employees of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.

d. Advise each such employee, before he or she receives access to the Information, of the obligations of Receiving Party under this Agreement, and require each such employee to maintain those obligations.

e. Within fifteen (15) days of notice furnished by either party, the party receiving such notice shall return to the other Party all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to the other Party, in writing, the destruction of such materials.

2. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Information received from Disclosing Party which

a. was known to Receiving Party prior to disclosure by Disclosing Party,

b. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,

c. is or becomes generally known or publicly available other than by unauthorized disclosure,

d. is independently developed by Receiving Party or

e. is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.

f. is required by law or decree.

3. The Information shall remain the sole property of Disclosing Party.

4. Neither Disclosing party makes any representation with respect to and does not warrant any information provided under this agreement, but shall furnish such in good faith. Without restricting the generality of the foregoing, neither Disclosing party makes any representations or warranties, whether written or oral, statutory, express or implied with respect to the information which may be provided here-under, including without limitation, any warranty of



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merchantability or of fitness for a particular purpose. Neither Disclosing party shall be liable for any special, incidental or consequential damages of any nature whatsoever resulting from receipt or use of the information by the receiving party.

5. Neither the execution of this Agreement nor the furnishing of any Information hereunder shall be construed as granting either expressly or by implication, any license under or title to any invention, patent, copyright, trademark or trade name now or hereafter owned by or controlled by the party furnishing the Information.

6. The Receiving Party will not export, directly or indirectly, any technical data acquired from Disclosing Party or any product utilizing any such data to any third party, without first obtaining approval of the Disclosing Party.

7. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred (subject to contract).

8. The obligation of this Agreement shall be continuing for a period of ___ years after the disclosure has been made. However, NITRR is free to use the Information solely for the purpose of teaching after a period of ____ years.

9. This Agreement can be terminated on thirty (30) days written notice by either party. However, Receiving Party's obligations of confidentiality and restrictions on use of the Information disclosed by Disclosing Party shall survive termination of this Agreement. This agreement will be construed and governed in accordance with the laws of India. Any dispute arising out or in connection with the agreement shall be settled within the jurisdiction of Raipur courts.