



IPR Policy

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New Horizon College of Engineering

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NEW HORIZON COLLEGE OF ENGINEERING (NHCE)
INTELLECTUAL PROPERTY RIGHT (IPR) POLICY

(2020)

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Section 1

INTRODUCTION

1.1 PREAMBLE

New Horizon College of Engineering, Bangalore (hereafter referred to as 'NHCE') is an academic Institute dedicated to excellence in teaching and research. Its activities, centred on faculty/students//project staff/ supporting staff/visitors are based on knowledge and intellectual exercise. In the era of technology domination, where values and perceptions change at brisk pace, Indian Institutes of Technology, in particular, have to preserve the fundamental spirit of academics on one hand and have to march ahead, on the other, accepting changing realities of business economy based on knowledge generated, protected and disseminated under the intellectual property regime. In the evolving scenario of the world today, with increasing awareness of the 'knowledge asset', an Intellectual Property Rights (IPR) Policy is needed not only to preserve the interest of NHCE but also to make NHCE faculty/students/ project staff/ supporting staff/ visitors aware of 'knowledge asset and its impact on the society'.

The present policy facilitates protection of the right of the Inventor(s) of NHCE i.e. faculty/students/ project staff/ supporting staff /visitors of NHCE through the option of Intellectual property protection on a novel work or to keep it in public domain as they may deem fit. In alignment with the Vision and Mission of NHCE, the policy favours outreach of the novel technologies developed at NHCE. At the same time, it motivates the faculty, students and researchers of NHCE to initiate technology transfer using the intellectual property rights gained over a novel technology.

In today's knowledge based economy, bio-based sectors are fast emerging and are also being promoted by NHCE. The present policy intends to take into consideration the sustainable use of biological diversity by NHCE faculty/students /project staff/ supporting staff, its conservation, deposition of biological samples and use of natural resource based traditional knowledge as per the Indian statutory IP regime.

1.2 PURPOSE

The material put forward in this document relates to an IPR policy (and related administrative procedures) with the objective that:

- a) It enables NHCE to discharge its primary responsibility of fostering, stimulating and encouraging creative activities in the area of science and technology in the widest sense; 1

- b) It lays down the norms to protect the legitimate interest of faculty/students/ project staff/ supporting staff /visitors of NHCE and the society in a rational manner consistent with the 'commitment' of NHCE and 'role' assigned to it by the society.
- c) It provides a transparent administrative system for the ownership, control and transfer of the intellectual property created and owned by the Institute;
- d) It shares a global perception of practices related to intellectual property retaining national identity and local constraints, avoiding as far as possible 'conflict' of opposing interests,
- e) It keeps into consideration the sustainable use of bio-resources and conservation of biodiversity.
- f) The policy promotes fair use of traditional knowledge while recognizing local traditional knowledge stakeholders and benefit sharing.

1.3 TYPES OF IP

The intellectual properties can be broadly listed as:

- a) Patents
- b) Copyrights
- c) Trade/Service marks
- d) Industrial designs
- e) IC layout designs
- f) New plant variety and Biotechnology inventions
- g) Traditional knowledge and Geographical Indications

1.4 DEFINITIONS

These intellectual properties can be illustratively defined as:-

- a) Patent- is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something, or offers a new technical solution to a problem.
- b) Copyright- is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings.
- c) Trade/Service Mark- means a mark capable of being represented

graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colours.

- d) Industrial Design- means only the features of shape, configuration, pattern, ornament or composition of lines or colours applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.
- e) IC Layout Designs - means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.
- f) New Plant Variety- a plant variety that is novel, distinct and shows uniform and stable characteristics.
- g) Biotechnology Inventions- include recombinant products such as vectors, nucleotide sequences, micro-organisms.
- h) Traditional Knowledge- The knowledge developed by the indigenous or local communities for the use of a natural resource with respect to agriculture, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.
- i) Geographical Indications- means an indication which identify such goods as agricultural goods, natural goods as originating or manufactured in the territory of a country or manufactured in the territory of a country or a region or locality in that territory where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin and in case where such goods are manufactured one of the activities of either the production or of processing or preparation of the goods concerned takes place in such territory, regions or locality as the case may be.
- j) *First Party*- New Horizon College of Engineering, Bangalore (NHCE).
- k) *Second Party*- Faculty, Supporting staff, Project staff and Students of NHCE.
- l) *Faculty* means a person professionally qualified to carry out teaching and

research at NHCE as a whole time employee, Emeritus fellow or Visiting professor appointed by NHCE.

(Note this definition of faculty is meant only for the purposes of this document and is not intended to replace the definition of faculty in the statutes or other documents of Statutory Bodies.)

- m) *Supporting Staff* means a person employed full-time or part-time by NHCE to support the research, development, teaching and other supporting activities (including administrative activities) of NHCE.
- n) *Student* means a person who has registered or enrolled as full-time student, part-time student, casual student or exchange student from other universities/colleges for
- o) *Project staff* means a person employed temporarily on a contract under a research project, consultancy or any other activity carried out by NHCE.
- p) *Third Party*- Any governmental or non-governmental organization with whom the First or the Second Party interacts for any activity with/without exchange of consideration in cash or kind.
- q) *Activity*- Activities related to teaching, research, consultancy, generation and dissemination of information carried out by a person or an Institution independently, or collaboratively.
- r) *Inventor(s)* – A person or a group of persons responsible for creating an IP. In case, creation of IP is associated with more than one inventor, one of them, from NHCE, would function as a Lead Inventor.
- s) *Visitor*- A person either from India or abroad visiting under a collaborative activity or associated work at NHCE. It is expected that the visit has been approved by competent authority of NHCE.
- t) *Work for Hire*- The work (or a product) originated from NHCE and is meant for the specific purpose of NHCE and produced by (a) an author during his/her employment at NHCE or (b) non-employee under contracted work by NHCE.
- u) *Work Commissioned/Outsourced*- work commissioned by NHCE to a creator or group of creators either employed by NHCE or invited from outside NHCE with or without any consideration in cash or kind. Typical examples of NHCE commissioned works are:

(a) Design work, (b) Artistic Work, (c) Engineering/Architectural Models, (d) Computer Software (e) Reports based on surveys and analysis, f. Video works.

- v) *Associated Agreement* – document created with mutual consent of involved parties defining the rights, roles and responsibilities of each of the parties, for example,

Memorandum of Understanding (MoU), Memorandum of Association (MoA),

Research Agreement, Consultancy Agreement, Non Disclosure Agreement (NDA), etc.

- w) *Non Disclosure Agreement (NDA)/Confidentiality Agreement* -The agreement intends to protect proprietary or confidential information among the parties involved in executing a NDA.

- x) *Technology Business Incubator Unit (TBIU)* - The unit is a part of the industry interface of NHCE to promote partnership with new technology entrepreneurs and start-up companies at NHCE.

1.5 ADMINISTRATION OF IPR POLCY

The powers and responsibilities to amend and implement IPR Policy by various entities are described below:

1.5.1 POWERS TO AMEND IPR POLICY

NHCE, through its Board of Governors (referred to as BOG), will have the full power to make changes to the IPR policy or bring out a new policy as and when it is felt necessary. This can happen in view of changes in government policies or other national and international developments including treaties and legal judgements. The changes or the new policy shall be applicable to all faculty/students//project staff/ supporting staff /visitors.

1.5.2 RESPONSIBILITY TO CREATE/AMEND PROCEDURES AND PROCESSES FOR IMPLEMENTATION OF IPR POLICY

NHCE, through its Director, will have full powers to create and amend administrative mechanism from time to time in view of the changing needs including creating administrative bodies and entrusting role and responsibilities to various individual(s)/existing entities for evolving detailed procedures and to facilitate implementation of the IPR policy of NHCE.

1.5.3 APPEAL PROCEDURE

In case of any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy, any aggrieved person can appeal to the administrative body formed for the purpose to resolve the issue. In case the appellant is not satisfied with the decision of such a body, he/she can appeal to the Director of NHCE, whose decision shall be final.

1.5.4 IP INFRINGEMENT

In case of violation/infringement of any intellectual property rights such as patent infringement by the NHCE faculty /students/project staff/ supporting staff/visitors or any third party infringing upon the IPR of an NHCE inventor, NHCE would create an appropriate administrative body, which would first investigate the matter and make recommendations to the Director for resolution of such violation/infringement. In case of any third party infringing upon IPR of NHCE, the above administrative body would investigate and make recommendations to the Director including need for any legal course of action.

Annexure I describes suggested administration mechanism for some of the key activities.

Section 2

OWNERSHIP OF INTELLECTUAL PROPERTY

2.1 INTRODUCTION

Excellence in research and education, exchange and dissemination of knowledge are guiding principles of NHCE. These activities may lead to generation of new Intellectual Property (IP), which needs to be protected, developed, transferred and commercialized for the benefit of the society. Also, the information on the newly created and protected IP should be disseminated at the earliest so that the scientific community is not deprived of its right to knowledge and carry out further research. This can be facilitated only if the Ownership of a newly created IP is clearly defined. Clarity on Ownership of IP protects the interest of both the inventor(s) and the society at large.

Like in case of other types of property where there is an owner who can sell, rent and gift the property, the same concept is applicable in respect of all IPs. An owner of an IP is the one who has the rights to enter into transaction of IP such as licensing, selling, assigning of IPR or engaging in any other similar activity, to earn revenue or any consideration accruing from such an activity and retain, share and utilize the revenue so earned.

Owning an IP involves a process defined by law and has cost associated with it. Each country has its own process and fee structure. An Owner needs to acquire ownership rights separately in each country by paying necessary fee and associated expenses. Retaining the ownership involves payment of maintenance fee as per the prescribed schedule over the life of IP.

2.2 TYPES OF ACTIVITIES LEADING TO GENERATION OF IP

NHCE has engaged itself in different types of Research and Development (R&D) activities including the following, which may generate intellectual property(ies):

- a) Research taken up by a faculty/student/project staff/supporting staff /visitor in the normal course of his/her appointment/engagement at NHCE with funds coming from NHCE (this would include research projects undertaken by students under the supervision of the faculty member);
- b) Research taken up by a faculty/student/project staff/supporting staff/visitor from funds coming from a sponsor such as Government of India, state governments, international agencies, or foreign governments, etc.;

- c) Collaborative research undertaken with other institutions including government departments and agencies, PSUs and private companies located in India;
- d) International collaborative research with institutions and companies located outside India;
- e) Research supported by companies and other private organizations through research projects or consultancy assignments; and
- f) Any combination(s) of the above
- g) Ownership of IP in the above mentioned situations may not be defined/ specified in the same way. The ownership definitions for different types of IP and other relevant aspects are described in Section 2.3.

2.3 OWNERSHIP OF INTELLECTUAL PROPERTY (IP)

2.3.1 Patent, Copyright on Software, Industrial design, IC layout design and New plant variety

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

- a) It has been developed either solely with the use of funds / facilities provided by NHCE or with a mix of funds/facilities of NHCE and external agencies but without any formal associated agreement
- b) It has been developed with the use of external funds / facilities, including, that of sponsored research and consultancy projects without any associated agreement.
- c) It has been developed under any contract arrangement including “work for hire”, work commissioned and/or outsourced by NHCE.
- d) It has been developed pursuant to a written agreement where ownership has been transferred to NHCE. Examples are work assigned to programmers, writers of NHCE publications, etc.
- e) It is not assignable to an individual or a specific group of identifiable contributors, i.e. software or technology or process developed over a period of time with contribution from different individuals of / for NHCE.

(B) Intellectual property can be owned by Third party(ies) (exclusively or jointly with NHCE) if:

- a) It has been developed with external funding from Third party(ies) including sponsored research, consultancy projects and other collaborative activity(ies) with a formal associated agreement.
- b) It has been developed without external funding from third parties under collaborative project(s) or activity(ies) with Third party(ies) with associated agreement(s).
- c) It has been developed out of the work carried out by NHCE faculty/student/project staff/supporting staff during their visit to a Third party Institution/organization.

For sharing of IP in case of sponsored research and consultancy projects or any other collaborative activity, the following guidelines shall be followed:

- i. If the funding agency allows NHCE to own the IP, then NHCE may share its rights with other
- ii. Third party(ies) subject to their respective contribution.
- iii. In case of funds provided by an agency of Government of India, the ownership shall be decided in compliance with the ownership clauses defined by the funding agency at the time of approval of the activity(ies).
- iv. In case of funds provided by a non-government agency - the ownership may be shared between NHCE and funding agency. The sharing may take into consideration relative contributions of parties involved as well as any background IP with respective parties.
- v. Waiver of joint ownership can be considered by NHCE on recommendation(s) of the involved Inventor(s) or Lead Inventor based on the adequacy of compensation provided to NHCE.
- vi. For a multi-country/multi-institutional collaborative project, there must be an explicit agreement defining the ownership of IP generated.
- vii. Normally, IP will be shared among only those parties that contribute towards creation of IP through direct involvement of their human/other resources.

- viii. In case of collaborative activity with foreign institutions involving indigenous biological material, IP ownership has to take into account restrictions as per the prevailing 'Biological Diversity Act 2002' of India.

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

None of the situations defined above for NHCE or Third party ownership applies, and the IP is unrelated to the inventor's engagement with NHCE. For faculty and staff, the engagement implies responsibilities associated with employment. It is also expected that the person concerned would have pursued these activities outside of normal working hours of NHCE.

2.3.2 Copyright other than Software

- (A) The copyright owned by the author(s): The copyrights is owned by the authors for textbooks, research books, articles, monographs, teaching-learning resource materials and other scholarly publications unless restricted by an associated agreement. These may also include popular novels, poems, musical composition, other works of artistic imagination, etc. It is advisable to keep the NHCE informed about such creations. Revenue generated, if any, from such activities must be reported to IIT as per the prevailing rules of income from other professional activities/sources.
- (B) The copyright owned by IITD: The copyright is owned by NHCE if the work is created under any contract (same as described under Clause IA of Section 2.3).
- (C) The copyright reassignable to Authors: Copyright works that are normally assignable to NHCE may be reassigned to the author on request of the author provided it does not violate any agreement with Third party and does not intervene/harm the interests of NHCE.
- (D) Copyright owned by student
 - i. Copyrights of thesis, dissertations, term papers, laboratory records, and of other documents that are produced by a student during the course of his/her study will reside with the student unless restricted by an associated agreement and/or research carried out using facilities that have come to NHCE with pre-imposed IP protection restrictions.

- ii. For claiming ownership of copyright for thesis and dissertations, the student(s) has/have to declare that the thesis does not include any information that needs IP protection by NHCE.
- iii. Further, any IP generated (other than copyright) out of the work carried out by the student would be covered as per Clause (A) and Clause (B) of Section 2.3.1.
- iv. If any such work could not be protected before submission of the thesis, concerned inventors should take steps to protect the IP within a period of one year of submission of thesis. NHCE would have a mechanism in place for processing such thesis in order to protect the confidential information during this period.

2.3.3 TRADE AND SERVICE MARKS

Trade and service marks related to goods and services involving NHCE will be owned by NHCE. Use of NHCE's name through trademark makes users obligated to certain standards and accountability described later in Section 3.7.

2.3.4 PROTECTION OF BIODIVERSITY AND TRADITIONAL KNOWLEDGE

NHCE affirms that it abides with the national laws on biodiversity and traditional knowledge. Inventor(s) has/have to ensure that the provisions under the national laws on biodiversity and traditional knowledge are not violated during the course of securing any IP protection or use of such knowledge.

2.3.5 WAIVER OF IP RIGHTS BY IITD

Subject to any associated agreement and with appropriate approval from the sponsor, NHCE may waive its rights to specified intellectual property in favour of the inventor so as to enable the inventor to seek funding or other support for the purpose of commercialization, or the Institute assessment doesn't favour IP protection. Such waiver of ownership in favour of the inventor(s) can be considered-

- a) if it is established that such ownership of the inventor would be essential to enable dissemination of benefits of the invention to the society, or
- b) if NHCE decides not to pursue the protection of IP within a period of six months of complete disclosure by the inventor to NHCE. The decision to pursue or not to pursue should be communicated to the inventor within a

period of three months of complete disclosure by the inventor to NHCE.

In all cases, unless explicitly agreed to, NHCE shall normally retain a perpetual, royalty-free license to use the intellectual property and any corresponding IP for research and educational purposes.

2.3.6 TRADE-SECRETS AND KNOW-HOW INFORMATION

Trade secrets and know-how fall outside the scope of protection under current IP regime of

India. It is important for the owner of such secrets and know-how to maintain confidentiality through confidentiality or non-disclosure agreements (NDA) with the other parties. In order to protect the information exchanged or being exchanged with Third party(ies) associated with an activity, Lead inventor/faculty is encouraged to sign separate NDA with third party(ies), associated faculty members, students, supporting staff, project staff and visitors. Such confidential information should not be incorporated in a student's thesis without the written permission of the owner of the information. Trade secrets and know-how information should be exchanged with Third party(ies) in writing through a disclosure notice in order to keep a record of time and extent of disclosure. Such NDA should have a reasonable time limit from the date of disclosure of the information by the two parties so as not to hamper dissemination and propagation of scientific information to society.

Work carried out or information generated under an activity at NHCE will not be generally considered proprietary. Non-publication/non-disclosure of information will only imply that the results have not yet reached a stage that merit disclosure or are awaiting IPR protection.

Considerable amount of IP generated at NHCE results from student's work/thesis and intended for research publication. In view of this, it is important that NDA with Third party(ies) should include clause that specifies time limit for assessment of IP created and filing of IP under an activity.

At any time several faculty members, students, supporting staff and project staff may be working on different aspects of the same research area. NDA or any other agreement of collaboration must protect research and development interests and activities of NHCE by person(s) unrelated to the agreement and avoid any restrictive clause in this regard even for a limited period.

2.3.7 COPYRIGHTS OWNED BY THIRD PARTIES

(a) Software

NHCE expects that its faculty/students/project staff/ supporting staff/visitors to understand the obligations made to the Third party related to software and databases. It is possible that NHCE faculty/students/staff/project staff/visitors are engaged in developing software or other IP using software, which are not in the public domain and are proprietary to certain suppliers. It is usual for NHCE to procure such software for education and research purposes. Many such licenses may have restriction on IP creation and /or its commercial use. It is important that, if there are any restrictions in the software employed for such IP creation, the same are settled with the owner / supplier of the software, before initiating IP protection.

Software of general use shall be procured with valid license.

(b) Other copyrighted material

NHCE and its faculty, students, supporting staff, project staff and visitors

- i. will respect protection offered by Indian copyright law to all copyrighted material,
- ii. would use copyrighted materials for only personal use, teaching and research purposes as permitted by Indian law, and
- iii. would not use copyrighted material in their thesis, publications, reports and other professional documents without taking explicit prior permission of the copyright holder.

Section 3

TRANSFER AND USE OF IP

3.1 INTRODUCTION

The purpose of transfer and use of IP by NHCE, which is a non-profit educational organization, is to meet one of its stated objectives of disseminating the fruits of research and development for the benefit of society. NHCE recognizes that translation of created IP to products and services of benefit to society is a complex process that normally involves considerable risk taking and expenses. The NHCE policy on transfer and use of IP proposed here takes into account the above fact. Further, commercialization provides incentive to the inventor(s) and provides 'technology push' to the invention and couples it to the 'market pull'. Commercialization of IP is generally carried out via licensing or assignment. A licensing agreement is a partnership between an intellectual property rights owner (licensor) and another who is authorized to use such rights (licensee) in exchange for an agreed payment (fee or royalty) whereas assignment of IP involves transfer of ownership irrevocably and permanently to the assignee by the assignor (www.wipo.int). Also, proprietary know-how generated by NHCE is a known form of IP, and its transfer and use is covered by this policy.

3.2 MATERIAL TRANSFER AGREEMENT (MTA)

In case NDA does not cover material transfer clause, an appropriate MTA such as in the case of biotechnology inventions shall be signed between the donor and the recipient of the material regarding the use of the subject material.

3.3 POLICY RELATED TO TRANSFER OF BIOLOGICAL RESOURCE AND ASSOCIATED KNOWLEDGE

The Biological Diversity Act 2002 of India regulates the access to Biological resources of the country by non citizens, non residents of the country as well as a body corporate, association or organization not incorporated or registered in India. The Act prohibits such persons/entities from obtaining any biological resource occurring in India or knowledge associated there to for research or for commercial utilization or for bio-safety and bio-utilization. The Act prevents any person from transferring the results of any research for financial consideration or otherwise to such persons/entities without prior approval of the National Biodiversity authority (NBA).

3.4 POLICY FOR IP LICENSING AND ASSIGNMENT

Licensing intellectual property to a third party is the most common modality for technology transfer leading towards commercialization. There are various modes of licensing strategy including the following:

- Exclusive licensing: The licensor licenses the IP only to one licensee. In other words the licensee is the only one authorized by the licensor to use and exploit the IP. Even the licensor is excluded from using and exploiting the IP.
- Sole licensing: In this case also, the licensor licenses to only one licensee. However, under this licensing, the licensor can also use and exploit the IP.
- Non-exclusive licensing: In this type of licensing, the licensor is permitted to enter into agreements with more than one entity for use and exploitation of the IP. In other words, the same IP may be used by many licensees at the same time for the same purpose or for different purposes.
- Sub-licensing: Sub-licensing is applicable when a licensee wishes to further license the IP to another party(ies).

Given the breadth of research and development taking place at NHCE and diversity of the IP so created, each license agreement is somewhat unique to the technology being transferred. The following guidelines are applicable to license agreement with a Third party :

- i. generally no entity shall be granted exclusive right for the development/commercialization
- ii. of intellectual property owned by NHCE.
- iii. if an entity is granted exclusive rights with respect to a particular IP, the same should be for a limited period to obviate the possibility of misuse/no-use.
- iv. sub-licensing must be specified whether it is permitted or not, and even if permitted, whether the consent of the licensor is required or not should be clearly stated in the license agreement.
- v. NHCE and its inventors should be protected and indemnified from all liability arising from development and commercialization of a particular intellectual property.

- vi. wherever applicable, it should be ensured that the licensing process does not restrict the research/publication rights as well as incorporation of necessary material in the thesis of the associated student inventor(s).
- vii. will not place restriction(s) beyond the inventor(s) on NHCE from entering into research and development in the same area independently or with other organization(s).

The license agreement may contain such other provisions as may be determined by NHCE in the best interest of the society.

Assignment of IP by NHCE to another party may be carried out under the circumstances such as conditions by the government or its agencies, defence purposes or if the IP created distinctly accrues benefits to the society at large.

3.5 POLICY FOR IP LICENSING AND ASSIGNING FOR START-UP VENTURES WITH INVOLVEMENT OF INVENTOR(S) FROM NHCE

In order to encourage commercialization of IP registered and owned by NHCE, inventor(s) of such

IPs shall be encouraged to promote a start-up company (following the guidelines established by NHCE) for developing a business proposition leveraging the IP under consideration. For this purpose, the start-up can also be accommodated at the Technology Business Incubator Unit (NHCE U) / Innovation Park at NHCE, if so desired by the Inventor(s), after critical appraisal of the Business Plan as per applicable procedures of NHCE.

The start-ups in the specified instances shall be licensed IPs owned by NHCE on a limited exclusivity basis initially for a period of 3 years. The licensing fee may be decided depending on the nature of funding available for such a venture including the possibility of making the know-how/technology available even without any license fee. However, all such licensing should be accompanied by an appropriate agreement and a monitoring mechanism. During the limited exclusivity period, the start-up shall have 'no rights to sub-license' to any Third party.

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

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

Further, as any entity set-up under the TBIU is an independent commercial entity, NHCE would not have any rights to IP/Know-how developed within the entity unless covered by an explicit agreement.

3.6 SHARING OF REVENUE BETWEEN NHCE AND INVENTOR(S)

The sub-section refers to revenue generated from monetization of IP. Protection of IP among other things is meant to provide incentive to all those associated with NHCE with a potential for pursuing research leading to marketable product or processes and as a consequence generate revenue for NHCE. Therefore, it is the policy of NHCE to share the revenue from monetization of IP among stakeholders. These stakeholders besides NHCE will include inventors, associated academic entities of NHCE and the administrative entities engaged in IP management and commercialization.

NHCE reserves the right to determine the share of the different stakeholders involved in IP creation and dissemination from time to time.

Revenue share of the inventor(s) shall continue even after their association with NHCE ends. The administering entity would evolve procedure to enable this sharing.

3.7 POLICY RELATED TO THE USE OF NAME OF NHCE AND TRADEMARKS OWNED BY NHCE BY THIRD PARTIES

NHCE would allow the use of its name and trademarks owned by it to the Third party(ies) to whom IP has been licensed/assigned through a signed agreement on following conditions:

- (a) IP is intended to be used for the benefit of society.
- (b) IP is licensed/assigned with an undertaking from the licensee/assignee that IP will be used-
 - i. in a responsible manner to create a product/process conforming to environmental safety, and good manufacturing practices promoted by the Government of India and its regulatory bodies.
 - ii. in promoting truthful claims and information, i.e. not for misleading the society or users.

- iii. without any liability to NHCE in case of misuse of IP or accidental damage accruing due to use of IP.

(c) In no case IP will be used against the interest of India.

In all such cases, the licensee/assignee must take prior approval of NHCE about the manner in which the name of NHCE and its trademarks are to be used in any media including print and electronic media.

3.8 NONCOMPLIANCE AND CONFLICT OF INTEREST

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

ANNEXURE I

SUGGESTED IPR ADMINISTRATIVE MECHANISM AT NHCE

For the facilitation of IPR policy, NHCE can entrust the role and responsibilities to various individuals and entities. This Annexure describes suggested administration mechanisms for some of the key activities.

AI.1 ADMINISTERING ENTITIES

There are two important entities currently associated with IP management and commercialization:

1. The Foundation for Innovation and Technology Transfer (FITT) will be established by NHCE as a Registered Society under the Karnataka Societies Registration Act of 1960 to inter alia, manage, transfer and otherwise commercialize technology owned by NHCE or in which it owns an interest. The primary objectives of the Foundation are elaborated in its Memorandum of Association and Regulations.
2. The Industrial R&D Unit (IRD) has been specifically set up to provide specialized administrative and managerial support for the operation of sponsored research, consultancy and other related R&D activities of the Institute.

AI.2 IPR STANDING COMMITTEE (IPR SC) AND ITS ROLE

The IPR Standing Committee will be the core administering body, which will be responsible for evolving detailed procedures to facilitate implementation of the IPR policy of NHCE. IPR SC would also arbitrate on appeals made and any clarifications sought. The IPR SC will have the following members:

Dean (R&D)	Chairperson (Ex-officio)
Dean (Student Affairs)	Member (Ex-officio)
Dean (Academics)	Member (Ex-officio)
Director (T&P)	Member (Ex-officio)
Director (FITT)	Member (Ex-officio)
Principal's Nominee from NHCE	Member
Principal's Nominee (with legal background)	Member
* Designated Person's from FITT	Member Secretary

*Specialized/experienced person hired by FITT for coordinating the matters of IPR / Technology Transfer.

IPR SC suggested role would include the following:

- a) to create expert groups in different subject domains for assessing and recommending proposals for IP filing. (Note: this assessment step can be skipped in case the costs of filing are borne by an external funding source including sponsored project or consultancy.)
- b) create and finalize procedures, forms (and guidelines) for implementation of the IPR policy at NHCE.
- c) evolve proper procedures and guidelines for good practices for record keeping to enable efficient IP filing and protection.
- d) create and finalize draft agreements to facilitate IP protection by NHCE.
- e) appoint a panel of attorneys to facilitate filing of IPs by both the Institute appointed body as well by individual faculty/staff using their project or other funding.
- f) provide guidelines for IPR related documentation including creating infrastructure for the same.
- g) formulate programs for educating faculty/students/supporting staff/project staff/visitors about IPR and other associated issues.
- h) approach funding agencies, venture capitalists etc. for funds for promotion of IPR activities at NHCE.
- i) tie-up with organizations for filing, licensing/assigning of IPR on revenue sharing basis.
- j) to provide waivers and release of IPR to Inventor(s) and/or Third party(ies) within the framework of IPR policy of NHCE.
- k) to evolve modalities of financing of IP related activities at NHCE.
- l) redress any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy.
- m) investigate the matter of violation/infringement of any intellectual property rights related to NHCE and make recommendations to the

Director for resolution of such violation/infringement.

- n) deal with any relevant issues arising out of promotion as well as implementation of IPR policy.
- o) IPR SC may appoint committee(s) or expert group(s) with members from within and/or outside NHCE to seek their opinion in carrying out any of the above responsibilities.

AI.3 ROLE OF FITT

The current role of FITT includes the following, which may be revised from time to time

- a) organization of IP awareness programs at NHCE.
- b) organizing IPR SC meetings in co-ordination with IRD.
- c) work on behalf of NHCE, to process and manage IP registrations.
- d) regularly review IP cases (filed/granted applications) for maintenance / discontinuation.
- e) to assist faculty/students/project staff/ supporting staff/visitors in all IPR application activities.
- f) to coordinate with the inventor (s) to proactively identify third parties for development and commercialization of IP.
- g) Custody of all IPR related documents

AI.4 ROLE OF R&D Cell

The current role of R&D Cell includes the following, which may be revised from time to time

(a) to process all financial matters related to registration and maintenance of various IPs.

(b) to administer all matters related to IP transfer on the advice of FITT.

(c) to sign all IPR documents on behalf of NHCE with Dean (R&D) as the competent authority. Dean (R&D) may designate the Lead Inventor as competent authority on his behalf for signing agreement(s) created under standardized formats proposed by IPR SC.

For example: Confidential or Non disclosure agreements written as per the standard formats made available by IPR SC can be signed by the Lead Inventor on behalf of

NHCE. However for cases, where the agreements have clauses other than standard format will continue to be signed by Dean (R&D) as the competent authority or as assigned by the Principal of NHCE.

AI.5 IPR FUND

NHCE shall examine to institute an 'IPR Fund' by accumulating part of the revenue generated from licensing/assigning and other resources to support IPR activities of NHCE. NHCE would also invest corpus amount every year to encourage filing and registering of IPR(s). The IPR fund will be managed by R&D unit of NHCE.

ANNEXURE II

PREVAILING NORMS FOR SHARING

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

- a. 60% (sixty percent) of the revenue will go to the Inventor(s); the share of each inventor may be decided by the Lead Inventor.
- b. 20% (twenty per cent) would go to NHCE
- c. 10% (ten percent) to FITT and 10% (ten percent) to NHCE R&D for promotion of IPR activities;

The share of FITT may be 20% when a project is initiated and promoted by the efforts of FITT.

FORM 1 THE PATENTS ACT 1970 (39 OF 1970) & The Patents Rules, 2003 APPLICATION FOR GRANT OF PATENT [See section 7, 54 & 135 and rule 20 (1)]		(FOR OFFICE USE ONLY) Application No.: Filing Date: Amount of Fee Paid: CBR No.: Signature:	
1. APPLICANT			
a) Name		b) Nationality	c) Address
<i>Inventor's name</i>		Indian	<i>Permanent Address</i>
2. INVENTOR (S)			
a) Name		b) Nationality	c) Address
<i>Inventor's name</i>		Indian	<i>Permanent Address</i>
3. TITLE OF THE INVENTION <i>Title to be added</i>			
4. ADDRESS FOR CORRESPONDENCE OF APPLICANT / AUTHORIZED PATENT AGENT IN INDIA		Telephone No. : Fax No. Mobile No. E-mail :	
5. PRIORITY PARTICULARS OF THE APPLICATION (S) FILED IN CONVENTION COUNTRY			
Country	Application Number	Filing Date	Name of the Applicant
Title of the Invention			
Not Applicable			
6. PARTICULARS FOR FILING PATENT COOPERATION TREATY (PCT) NATIONAL PHASE			
International Application Number		Not Applicable	
7. PARTICULARS FOR FILING DIVISIONAL APPLICATION: Not Applicable			
8. PARTICULARS FOR FILING PATENT ADDITION: Not Applicable			
9. DECLARATIONS :			
(i) Declaration by the Inventor (s)			
We, the above named inventor(s) are the true & first inventor(s) for this invention and declare that the applicant(s) herein is our assignee.			
(a) Date Date		Date	
(b) Signature (s) Signature		Signature	
(c) Name(s) Inventor's name		Inventor's name	
a) Date Date		Date	
(b) Signature (s) Signature		Signature	
(c) Name(s) Inventor's name		Inventor's name	

(ii) Declaration by the applicant (s) in the convention country

I/We, the applicant(s) in the convention country declare that the applicant(s) herein is our assignee

(a) Date (b) Signature (s) (c) Name(s) of the signatory **Not Applicable**

(iii) Declaration by the applicant (s):

I/We, the applicant(s) hereby declare(s) that:

- a) We are in possession of the above mentioned invention.
- b) The complete specification relating to the invention is filled with this application.
- c) There is no lawful ground of objection to the grant of the Patent to me/us.
- d) I am/We are the assignee or legal representative of true & first inventors.

Signature (s) **Signature**
Name(s) **Inventor's name**

Signature
Inventor's name

Signature (s) **Signature**
Name(s) **Inventor's name**

Signature
Inventor's name

10. Following are the attachments with the application:

- a) Complete specification (in conformation with the International Application) / as amended before the International Preliminary Examination Authority (IPEA), as applicable (2 copies). No. of pages **XX** No. of claims **XX**
- b) Drawings (in conformation with the International Application) / as amended before the International Preliminary Examination Authority (IPEA), as applicable (2 copies). No. of sheets **XX**
- c) Statement and Undertaking on Form 3
- d) Declaration of Inventorship on Form 5
- e) Request for Examination on Form 18
- f) Fee Rs.in Cash/Cheque/Bank Draft bearing no.
Date On Bank.

I/We hereby declare that to the best of my/our knowledge, information and belief the fact and matters stated herein are correct and I/We request that a patent may be granted to me/us for the said invention.

Dated this **XX** day of **March 2016**.

Signature (s) **Signature**
Name(s) **Inventor's name**

Signature
Inventor's name

Signature (s) **Signature**
Name(s) **Inventor's name**

Signature
Inventor's name

To,
The Controller of Patent
The Patent Office, at Chennai

FORM 3
THE PATENT ACT, 1970
(39 OF 1970)
&
The Patents Rules, 2003
STATEMENT AND UNDERTAKING UNDER SECTION 8
(See section 8, rule 12)

We **Inventor's name and Inventor's name** hereby declare

- (i) that we have not made any application for the same/substantially same invention outside India
- (ii) **Not Applicable**

that /We who have made this application No. Dated alone/jointly with....., made for the same/substantially same invention, application(s) for patent in the other countries, the particulars of which are given below :

<i>Name of the country</i>	<i>Date of Application</i>	<i>Application No.</i>	<i>Status of the application</i>	<i>Date of publication</i>	<i>Date of grant</i>
----------------------------	----------------------------	------------------------	----------------------------------	----------------------------	----------------------

Not Applicable

(iii) that the rights in the application(s) have been assigned to us

a) Name	b) Nationality	c) Address

And that We undertake that up to the date of grant of the patent, by the Controller. We would keep him informed in writing the details regarding corresponding applications for patents filed outside India within three months from the date of filing of such application.

Dated this **XX** day of **March 2016**

Signature (s) **Signature**
Name(s) **Inventor's name**

Signature
Inventor's name

Signature (s) **Signature**
Name(s) **Inventor's name**

Signature
Inventor's name

To,
The Controller of Patent
The Patent Office, Chennai

FORM 18 THE PATENTS ACT 1970 (39 OF 1970) & The Patents Rules, 2003 REQUEST/EXPRESS REQUEST FOR EXAMINATION OF APPLICATION FOR PATENT [See section 11B and rule 20 (4) (ii), 24B (1) (i)]	(FOR OFFICE USE ONLY) Application No.: Filing Date: Amount of Fee Paid: CBR No.: Signature:	
1. APPLICANT(S)/OTHER INTERESTED PERSON		
a) Name	b) Nationality	c) Address
Inventor's name	Indian	Permanent Address

2. Statement in case of request for examination made by the applicant(s)

I/We hereby request that my/our application for patent no.....filed on **XX** March 2016 for the invention titled **Title of the Invention** shall be examined under sections 12 and 13 of the Act.

3. Statement in case of request for examination made by any other interested person

Not Applicable

I/We the interested person request for the examination of the application no..... datedfiled on by the applicanttitledshall be examined under sections 12 and 13 of the Act

As an evidence of my/our interest in the application for patent, following documents are submitted
 a).....

4. ADDRESS FOR SERVICE:

Inventor's name
Address
Phone, Mobile & Email

Dated this **XX** day of **March 2016**

Signature (s) **Signature**
 Name of the Signatory **Inventor's name**

Signature
Inventor's name

Signature (s) **Signature**
 Name of the Signatory **Inventor's name**

Signature
Inventor's name

To,
The Controller of Patent
The Patent Office, Chennai

INTELLECTUAL PROPERTY RIGHT POLICY OF NHCE

New Horizon College of Engineering

R&D Advisory Committee

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Eminent Scientist, ISRO
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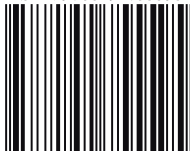
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