

## Preamble

National Institute of Technology Karnataka, Surathkal (NITK, Surathkal) founded in the year 1960 (earlier known as Karnataka Regional Engineering College, Surathkal) was declared an Institute of National Importance by an act of parliament in the year 2007. The Institute which was till 2003 (when it became NITK, Surathkal) known for quality education at the undergraduate level, got an impetus to take up research in a big way (due to academic autonomy it gained in the year 2003) and has since then been contributing to research in a sizable way. In the recent past it was observed that a few of the research publications of the faculty of the institute were commercialized by others, as the "Intellectual Property" was not protected. Realizing the need for having an "Intellectual Property Rights (IPR) Policy" at the institute level in the light of many faculty members being keen to protect their inventions and had approached institute authorities for financial help and guidance, institute authorities constituted a committee to draft Institute IPR Policy". The mandate was to define the role and responsibility of faculty members, staff, students and institute in protecting, safeguarding and commercializing the intellectual property created by faculty members, staff and students of NITK Surathkal and procedures in the creation of IPR. The committee consists of following members.

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| 1. Dr. M.B. Saidutta, Dean (AA & IR)                           | : Chairman |
| 2. Dr. K. Chandrasekaran Dean (R&C)                            | : Member   |
| 3. Dr. M.S.Bhat, Dept. of Electronics and Communications Engg. | : Member   |
| 4. Dr. Arun Isloor, Dept. of Chemistry                         | : Member   |
| 5. Dr. Subray Hegde, Dept. of Metallurgy and Materials Engg.   | : Member   |
| 6. Dr. Prasanna B.D, Dept. of Chemical Engg.                   | : Convener |

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**National Institute of Technology Karnataka, Surathkal**  
**Srinivasnagar, Mangalore-575025**

## **The Institute Intellectual Property Rights (IPR) Policy**

The IPR policy that has been put forth here will be binding on all matters related to IPR issues at NITK, Surathkal. The IPR policy of the institute being in its nascent state and considering the evolving nature of Intellectual Property policies, this policy is likely to be modified or amended as often as it deems fit, depending upon the emerging situations.

The main thrust of the IPR policy of the institute is

- 1) To facilitate protection of IPRs of faculty, staff and students.
- 2) To administer the IPRs of faculty, staff and students.
- 3) To provide a simple and transparent processes in all aspects of IPRs.

### **1) The Ownership of Technological leads:**

#### **1.1 In-House Research**

The Institute shall be the owner of all Intellectual Properties (IP) including inventions, designs, software and such other creative works carried out at the Institute except in respect of the activities carried out jointly with other institutions or agencies or under a sponsorship by an agency, in which case the ownership will be decided and agreed upon mutually.

#### **1.2 Sponsored Research**

As a general rule, Intellectual Property Rights of inventions arising out of research projects undertaken on behalf of the sponsoring agencies shall be taken jointly in the name of the Institute and sponsoring agencies; when the sponsoring agencies bear the cost of filing and maintaining of the IPR equally. If the sponsoring agencies are not forthcoming, the Institute at its discretion may file the application with absolute ownership and Institute will meet the entire cost of filing and protection of IPR.

If an IP is created as a result of sponsored research project or consultancy assignment/project where the contract / MOU / agreement does not specify the ownership and / or licensing of such IP, the Institute shall own the IP. The Institute may however, if it deems appropriate, enter into a separate agreement / contract with the sponsor for licensing the IP to it or jointly with it, which will specify payment of additional fees / royalty.

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In specific cases, provisions related to Intellectual Property Rights (IPR) made in contracts governing the sponsored research activity shall determine the ownership of IP arising out of sponsored research, or consultancy assignment.

### **1.3 Collaborative Research**

All intellectual property jointly created, authored, invented, conceived or put into practice during the course of collaborative research undertaken jointly by the Institute with Collaborating Institutions (including Foreign Institutions), shall be jointly owned and the Institution will share the cost of IP registration equitably with the Collaborating Institutions. Where the Collaborating Institutions are not forthcoming for filing joint IPR application, the Institute at its discretion may file the application with absolute ownership and Institute will meet the entire cost of filing and protection of IPR.

An employee of the Institute who is on deputation to another organization or permitted by the Institute to carryout collaborative work in another organization, or a student who is permitted by the Institute to be an intern in another organization while being registered as a student in the Institute, and who is engaged in research in the organization with the permission of the Institute, shall be required to inform the Institute and get necessary permission and approval from the Institute to sign any non-disclosure agreement(s) (NDA) with that organization. The ownership of any IP created in such circumstances will be decided by the specific provisions or agreements made in contracts governing the collaborative activity. In the absence of any such provisions or agreements, the IP shall be jointly owned by the Institute and the organization and the Institution will share the cost of IP registration equitably with the organization. Where the organization is not forthcoming for filing joint IPR application, the Institute at its discretion may file the application with absolute ownership and Institute will meet the entire cost of filing and protection of IPR.

## **2) Copyright**

**2.1** Ownership of copyright of all copyrightable work including books and publications shall rest with the creator of the original work with the following exceptions.

If the work is produced during the course of the sponsored and/or collaborative activity, specific provisions related to IPR made in contracts governing such activity shall determine the ownership of the copyright.

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2.2 Institute shall be the owner of the copyright of all teaching material developed as part of any of the academic / distance learning programs of the Institute. However, the creators shall have the right to use the material in his or her professional capacity.

2.3 Institute shall be the owner of the copyright of all work done, such as software developed, theses of undergraduate, postgraduate and research etc., as part of the academic program leading to the award of degree. However, if the work carried out by the student is a joint activity between the Institution and an organization or the work is carried out exclusively at the organization, specific provisions related to IPR made in contracts governing such activity shall determine the ownership of the copyright.

### 3) Trade marks

Ownership of trade mark(s) and logos created for institute shall be with the Institute.

### 4) Exceptions

An employee of the Institute who is on sabbatical or other forms of long leave, or a student who is on leave or is permitted by the Institute to be employed in an organization while being registered as a student, and who is engaged in research in an/the organization with the permission of the Institute, will be permitted to directly negotiate with the organization, the terms of IP sharing that is generated, during the duration of engagement in that organization.

In the case of invention(s) done by an employee or a student exclusively in his personal capacity without using any of the Institute resources whatsoever, the ownership of the IP shall rest with the inventor/creator. However, the creator(s) shall apply to the Institute for permission to patent/license the invention by themselves, and the onus of proving the invention as not related to official duties and roles of the creator in the Institute, lies with the creator.

Further, in certain cases of inventions by an employee / student of the Institution, and after due deliberation, if the Institute decides that patenting/licensing of such inventions is not expedient, the inventor is free to file IP on his own and the IP of such inventions shall rest with the inventor.

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## 5) Registration of Patents / Copyrights:

### 5.1 Filing application in India:

Inventors (Creators) of the technological lead/designs/instruments/devices/algorithms and other such IP, who want to get patent /copyright, are required to avail the services of any one of the "Attorneys" empanelled and notified by the institute. The inventor need to send a formal letter indicating his desire to register his innovation to the institute specified attorney, which is routed through the "Institute IPR cell".

If a student (s) created an IP and would like to file patent application, the faculty member who is guiding them or mentoring them would take the lead and act on behalf of his students/mentee.

In case, a research leading to IP has been funded by external agency, it becomes the responsibility of inventor to keep them informed during IP registration. If an external institute is involved in the research leading to IP, it becomes the responsibility of the inventor to procure relevant documents and approval from the partnering agency/person(s), to enable IP registration through the "Attorney" specified by NITK Surathkal. Some rudimentary details such as title, name of inventors and area of research etc. need to be provided to the institute IP cell for documentation. However invention details, copy of the "Invention disclosure form" need not to be provided to anybody as long as the details have not come to the public domain due to patenting process.

Inventors are encouraged to file a "provisional patent" as soon as possible through Institute specified Patent attorney, in order to protect their rights to the IP. As part of this process, a "prior-art search report" shall be obtained from the attorney by the inventor. Based on the "prior-art search" and the advice of the attorney, inventor would take a decision regarding filing the provisional application. In the provisional patent application, institute would be the "applicant", and the creator/s would be the "inventors". The inventor can pay for the cost of "prior-art search" and "provisional filing" from his/her a) funds of the research project resulting in IP, b) personal financial resources of the creator(s). No prior permission from institute authorities would be necessary to pay for "prior-art search" and "provisional filing". The technical details of the invention need not be provided to the institute authorities at this stage in the interest of confidentiality. The expenditure related to above said activity will be reimbursed by the institute once the inventor seek reimbursement with a formal request letter to the director, enclosed with the proof of provisional filing , all the relevant documents and proof of fees payment(s).

Based on the inputs by the "Institute empanelled attorney" and "prior art search report", institute IPR cell shall take a decision to file "full patent application". However if it is required, institute may seek another "prior art search" and opinion from different patent attorney to arrive at the decision of filing full patent application. If the institute decides not to file the "full patent", the same shall be intimated through a formal letter to the inventor and the institute will assign him all the rights. Now the inventor has the freedom to pursue the patent application using his own resources.

If the institute decides to continue with the "Full patent application", inventor shall provide all necessary details to the Institute IPR cell. Once the "patent application" has been filed, all the communications to the patent attorney by the creator shall be forwarded through the Institute IPR cell. All the fees pertaining to IP shall be paid by the Institute.

## **5.2 Filing of applications in Foreign countries:**

The institute shall consider requests for registration of patents in foreign countries, based on the merit of the IP. Before taking the decision to file patent applications in foreign countries, inventor shall forward a request to the concerned "patent attorney" through "Institute IPR cell" to file "PCT application" and seek "International search report". Once the international search report is available, Institute IPR cell shall assess the commercial potential and merit of the IP. If required, Institute will avail the services of "professionals/ agencies" to evaluate the commercial potential of the invention/copyright. Based on the assessment, institute will avail the services of the same attorney or different attorney to file the patent application in selected foreign countries. All the expenditure incurred shall be borne by the institute.

## **6) Commercialization/Distribution/licensing:**

In line with the vision and mission of NITK, the institute, which is a non-profit organization, is committed to the stated objective of disseminating the fruits of research and development for the benefit of public, society and nation. The innovator is encouraged to scout for prospective buyer, so that the fruit of his /her hard work reaches the society and benefits the nation. If required, institute shall avail the services of professional/ agency to scout, negotiate and license the IP. If the services of the professional/ agency are availed to scout the prospective buyer and subsequent licensing, institute shall enter into a "contractual agreement" with the professional service provider. The revenue sharing model between the service provider and NITK, modalities, time line etc. shall be

clearly stated in the contractual agreement. The NITK "IPR cell" will negotiate and enter into contractual agreement with the service provider on behalf of NITK.

#### **7) Revenue Sharing:**

The revenue generated by IP in the form of commercialization/ IP transfer/ licensing/ royalty shall be shared in the ratio of 70:30 between the inventors and NITK respectively after recovering the expenses incurred in filing, maintenance, communication, legal issues, taxation, and documentation. The revenue shall be disbursed to the inventors as and when generated irrespective of whether or not the inventors remain employed in / associated with NITK at the time of the revenue generation. If the IP generation involves a third party in the form of significant sharing of the third party's resources and expertise with NITK or with concerned NITK personnel including NITK faculty, staff and students, and that the third party contributes equally in filing and maintaining the IP, the revenue then shall be shared appropriately in agreement with all the parties involved or as per the MOU between the third party and NITK. The revenue sharing ratio between the inventors should be mutually agreed among the inventors and should be clearly stated and submitted to Institute IPR cell at the time of IP submission /filing. NITK retains the right of adjusting and updating the revenue sharing ratio/policy periodically and publishes the same on the official NITK website for the information of all stake holders of NITK. However, the IP policy/revenue sharing ratio specified during IP submission/filing shall prevail at the time of actual revenue sharing.

#### **8) IP Maintenance:**

Once NITK files the patent application generated solely by NITK personnel, IPR maintenance expenses including documentation, communication, maintenance fee, legal issues, etc shall be covered by NITK. In the case of IPs filed jointly with third parties, the maintenance expenses shall be shared equally between NITK and concerned third party. If the third parties are not forthcoming to share the maintenance expenses, NITK on its discretion may maintain such IPs as NITK's sole property and that NITK does not entertain any revenue sharing with the third party in such circumstances.

Any litigation / disagreement / issue / difference of opinion / problem concerning authorship, revenue sharing, infringements, royalty, etc arising related to IPR should be promptly report to the Institute IPR cell, in the form of a clearly written and signed complaint / grievance by the inventor.

The institute IPR cell, after considering the conflict of interest, on its discretion, shall appoint a competent authority or an IP grievance committee comprising competent authorities from within NITK to review the grievance of concerned inventor/s or associated organizations. The decision of the review committee/authority on approval of the Director-NITK is final at the institute level. If any inventor or participating organization remains unsatisfied with this decision, all the legal issues concerning NITK IPs shall be dealt with appropriate legal systems within India. The cases requiring intervention of civil courts shall be dealt locally in Mangalore. The Director-NITK shall appoint a competent authority as a representative of NITK to participate in the legal proceedings on case by case basis.

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