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# MLRIT - IP POLICY

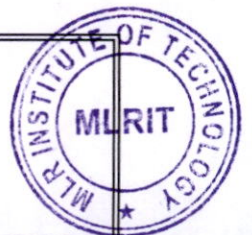
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**MLRIT - IP Policy was framed based upon guidelines and template given by World Intellectual Property Organization (WIPO) for Universities and Research Institutions**

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# MLRIT – IP Policy

## ARTICLE 1- PREFACE

### 1.1. Context and Institution Mission

- 1.1.1. The core mission of the MLR Institute of Technology is to promote IP awareness and to provide best IP services to Staff Members, Students and Visitors.
- 1.1.2. The Institution is committed to ensuring that Intellectual Property (IP) emanating from its Research activities is used in support of the objectives set out in its [Research Policy, 2019], and in accordance with its legal obligations, for the benefit of the Institution, MSME, startups, professionals from academics / research institutes, entrepreneurs and researchers

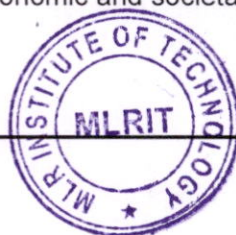
### 1.2. Purpose of the IP Policy

- 1.2.1. **Promotion of IP utilization.** The intent of the IP Policy is to facilitate the widespread use of, through various modalities of access to, the Institution's IP.
- 1.2.2. **IP management.** The IP Policy seeks to set the framework for the translation of the IP arising from the Institution's Research into products, services and processes. It encourages Staff Members, Students and Visitors to become Creators and to identify IP with potential commercial value. It also establishes clear rules and procedures for the management and Commercialization of such IP generated at the Institution.
- 1.2.3. **Balance of interests.** The IP Policy seeks to ensure the legal protection, where applicable; effective management and Commercialization of Institution IP; while at the same time not impeding with the traditions of education and scholarship, academic freedom, open and timely publications, Institution sovereignty, and the Institution's mission serving the public interest.

### 1.3. Overall Principles

The Institution operates under the following overall principles:

- 1.3.1. **Responsible Commercialization.** Where IP arises that has commercial potential as a result of Research, the Institution intends to make such IP available in a form that will most effectively promote its development and use for economic and social benefit.
- 1.3.2. **IPR-Filing.** The Institution wishes to recognize and reward Staff Members, Students and Visitors by providing fund for IPR filing whose IP generates a demonstrable socio- and/or economic impact.
- 1.3.3. **Local development.** The Institution encourages Research that responds to the local, regional and national needs. In its efforts to Commercialize Institution IP, the Institution shall seek to optimize the economic and societal benefits for industry from



India and to provide technical consultation to convert their ideas into secured marketable products.

## ARTICLE 2 - DEFINITIONS

Without prejudice to any applicable laws, in this Policy the definitions set out below shall apply:

**Appointment.** A formal agreement for a Visitor at the Institution, which is a prerequisite to participate in or conduct Research, scholarship, creative work, or teaching at the Institution.

**Author.** Any person to whom this Policy is applicable, who individually or jointly with others makes a design, a mark or copyrightable work and who meets the criteria for authorship under the IP laws of India.

**Background IP.** Any pre-existing IP created before the execution of any Research Project, or prior to a Creator becoming subject to this IP Policy, by virtue of Appointment in the case of a Visitor, employment contract in the case of a Staff Member, or registration in the case of a Student.

**Commercialization.** Any form of utilization of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society. **Commercialize** is similarly defined.

**Commercialization Entity.** A company that has access to the IP of the Institution, through any one or more of the available Commercialization modes, to produce new products, processes or services. This can be a spin-off or start-up.

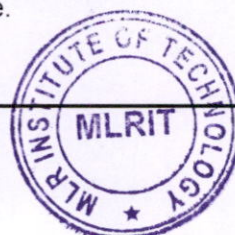
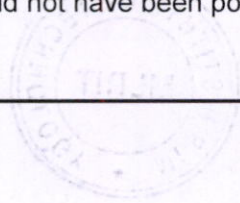
**Conflict of Commitment (COC).** Any situation in which an individual Staff Member's or Visitor's primary professional loyalty is not to the Institution because the time devoted to outside activities adversely affects their capacity to meet their responsibilities as set out in their employment contract of Appointment, respectively.

**Conflict of Interest (COI).** Any situation in which real or perceived interests of an individual Staff Member, Visitor or Student may run counter to the interests of the Institution or negatively affect their employment or duties.

**Course Materials.** All materials used in, or in connection with, and for the purpose of, teaching an education course through the provision of lectures, tutorials, seminars, workshops, field or laboratory classes, assessments, practicum and other teaching activities conducted by the Institution; and all IP in such materials.

**Creator.** Any person to whom this Policy is applicable, who creates, conceives, reduces to practice, authors, or otherwise makes a substantive intellectual contribution to the creation of IP and who meets the definition of 'inventor', 'author' or 'breeder' as generally implied in the IP laws of India.

**Enabler.** Any assistants, technicians, and other individuals who have indirectly contributed to the creation of IP by Creators - and as such may not be listed themselves as an author or inventor in terms of statutory IPRs - mainly through the execution of standard tasks or following through on specific instructions, but without whose practical contribution the Commercialization would not have been possible.



**Genetic Resources (GRs).** "Genetic material of actual or potential value." Genetic material is defined as "any material of plant, animal, microbial or other origin containing functional units of heredity". Some GRs are linked to traditional knowledge (TK) through their use and conservation by indigenous peoples and local communities, often over generations, and through their widespread use in modern scientific Research. Examples include medicinal plants, agricultural crops and animal breeds.

**Intellectual Property (IP).** All outputs of creative endeavour in any field at the Institution for which legal rights may be obtained or enforced pursuant to the law. IP may include:

- a) literary works, including publications in respect of Research results, and associated materials, including drafts, data sets and laboratory notebooks;
- b) teaching and learning materials;
- c) other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with the aid of Institution resources or facilities;
- d) databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
- e) patentable and non-patentable technical information;
- g) designs including layout designs (topographies) of integrated circuits;
- h) plant varieties and related information;
- i) trade secrets;
- j) know-how, information and data associated with the above; and
- k) any other Institution-commissioned works not included above.

**Intellectual Property Rights (IPRs).** The proprietary rights that may be granted for an invention, mark, design, plant variety, or other type of IP, should the statutory requirements for protection be met to result in a patent, trade mark, registered design or plant breeders' right, respectively.

**Invention.** A new product or process involving an inventive step and capable of industrial application.

**Inventive Step.** A feature of an invention that involves technical advance as compared to the existing knowledge or having economic significance or both and that makes the invention not obvious to a person skilled in the art

**Inventor.** Any person to whom this Policy is applicable, who individually or jointly with others makes an Invention and who meets the criteria for inventorship under the Patent Act, 1970.

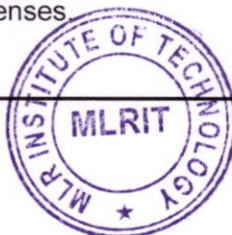
**IP Disclosure Form.** The form [provided in Annex I] to be completed by Creators and submitted to IPFC to document their creation.

**IP Committee.** The body [provided in Annex II] within the Institution, which is responsible for overseeing the drafting, implementation, monitoring and evolution of the Policy, and for providing strategic oversight of the IPFC.

**IP Facilitation Centre (IPFC).** The centre responsible for day-to-day management of all IP-related activities of the Institution.

**IP Policy Template (or Template).** This *WIPO Intellectual Property Policy Template for Universities and Research Institutions*, to be used together with its *Guidelines for Customization*.

**Net IP Revenue.** Gross IP Revenue less IP Expenses



**Open Educational Resources(OER).**Teaching, learning and Research materials that reside in the Public Domain and that have been released under an open license that permits their free use or modification by others.

**Policy.**This MLRIT-IP Policy.

**Public Disclosure.**The communication of information, relating to IP, to external parties. Public Disclosure includes, but is not limited to, disclosure in written or oral form; communication by email; posting on a weblog; disclosure in a news report, press release or interview; publication in a journal, abstract, poster, or report; presentation at a conference; examination of a thesis; demonstration of an Invention at a trade show; or the industrial application of an Invention.

**Public Domain.**The freely accessible public realm in which works that are not protected by IPRs, either because the rights have been forfeited or because the rights have been expired, are thereby held by the public at large and available for all to use without permission from the Creator or owner.

**Research.**<sup>1</sup>Any creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture and society, and the use of this stock of knowledge to devise new applications. It comprises three activities: basic research, applied research and experimental development.

**Research Contract.**Any type of agreement between the Institution and an external party or research sponsor, concerning Research, which could result in IP being created at the Institution. This shall include, but is not limited to, all sponsorships, donorships and collaborations with the external party or research sponsor.<sup>2</sup>

**Research Project.** Any project that forms the basis of Research undertaken by the Institution and includes projects undertaken by a Student, under the supervision of a Staff Member or a Visitor, as part of a research degree program.

**Scholarly Works.** All copyright works which are the outputs of academic Staff Members, Students or Visitors, including Research, creative and other outputs in area(s) of his/her expertise. It does not include Course Materials

**IPFC In-charge.** The IPFC In-charge is the designated faculty responsible for overseeing all functions of the Intellectual Property Facilitation Centre (IPFC), including coordination of IP filings, facilitation of innovation-related support services, management of IP commercialization activities, maintaining IP records, and ensuring compliance with institutional IPR policies and procedures.

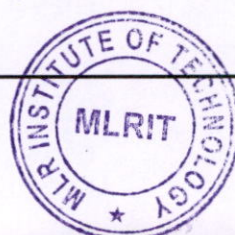
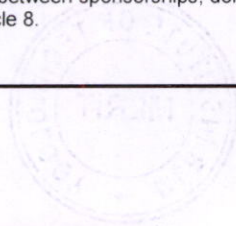
**Staff Member.**Any person who is under a contract of employment with the Institution including academic, research, technical, administrative and adjunct staff, whether full-time or part-time or on a temporary basis.

**Student.** Any student registered for an approved course at the Institution.

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<sup>1</sup>Definition from the [Frascati Manual](#).

<sup>2</sup> For details as to the difference between sponsorships, donorships and collaborations, and how the IP ownership clauses may change, see the Guidelines, Article 8.



**Substantial Use.** Extensive [unreimbursed] use of the Institution's resources which include but are not limited to facilities, equipment, human resources or funds. Not included is routine use of libraries and/or office space.

**Trade Secret.** Confidential information not publicly available that has commercial value because of its confidential nature, and which the owner has taken reasonable efforts to keep secret.

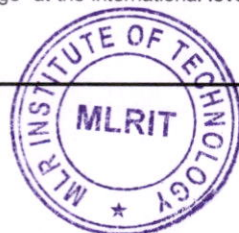
**Traditional Knowledge (TK).** A living body of knowledge resulting from intellectual activity in a traditional context, which includes know-how, practices, skills, and innovations. TK embodies the traditional lifestyles of indigenous peoples and local communities and is transmitted from generation to generation, often forming part of the cultural and spiritual identity of the community. TK is not limited to any specific technical field, and may include agricultural, environmental and medicinal knowledge. TK also often encompasses knowledge associated with Genetic Resources.<sup>3</sup>

**Visitor.** Any person who is neither a Staff Member nor a Student of the Institution who engages in work at the Institution, including visiting professors, adjunct and conjoint professors, teachers, researchers, scholars and volunteers; and who concludes an Appointment agreement with the Institution.

## ARTICLE 3—SCOPE OF THE POLICY

- 3.1. **IP.** This Policy applies to all IP generated at the Institution, in particular by Staff Members, Students and Visitors.
- 3.2. **Background IP.** Upon commencing employment, enrolment or an Appointment, Staff Members, Students and Visitors must declare any existing IP they wish to exclude from the application of this Policy due to creation prior to their employment, enrolment or Appointment at the Institution.
- 3.3. **Applicability.** This Policy applies to all Staff Members, Students and Visitors who participate in a Research Project or produce Scholarly Works. Rights and obligations under this Policy shall survive any termination of employment, enrolment or Appointment at the Institution.
- 3.4. **Binding effect of the Policy.** This Policy constitutes an understanding that is binding on the Institution, Staff Members, Students and Visitors, once adopted by the Board or Senate of the Institution, on the following grounds:
  - 3.4.1. **Staff Members.** The Institution shall ensure that the employment contract or other agreement establishing any type of employment relationship between the Institution and Staff Members includes a provision placing Staff Members under the scope of this Policy.
  - 3.4.2. **Students participating in a Research Project.** The Institution shall ensure that Students participating in a Research Project sign an agreement before commencing the project, to the effect that they have

<sup>3</sup>There is not yet an accepted definition of "traditional knowledge" at the international level. The proposed definition is provided for the purposes of this Template.



read and will comply with the provisions of this Policy, according to Article 5.2.5, WIPO.

- 3.4.3. **Visitors.** The Institution shall ensure that Visitors sign an agreement before commencing any activity at the Institution. Such agreement shall place the Visitor under the scope of this Policy and shall make reference to this Policy, a copy of which will be made available to the Visitor.
- 3.4.4. **Informed consent.** This Policy shall be included on the Institution's website. In addition, a reference to this Policy shall be made in [the terms and conditions of enrolment of Students], academic catalogues or their equivalent. Said reference shall be in sufficient detail to enable the full text of the Policy to be easily accessed.

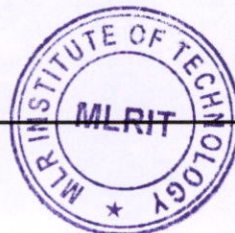
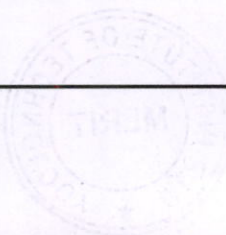
## ARTICLE 4—GOVERNANCE AND OPERATION

### 4.1. IP Committee

- 4.1.1 **Purpose.** The Institution shall establish an IP Committee to oversee the implementation and evolution of this Policy and provide strategic guidance to the IPFC.
- 4.1.2. **Composition.** The IP Committee shall consist of Professors of various domain, chaired by the Head of the Institute (Principal).
- 4.1.3. **Responsibilities.** The IP Committee is the ultimate decision making body in the determination of an IP management and Commercialization strategy for a particular IP.
- 4.1.4. **Meetings.** The IP Committee shall establish regular meetings and also be available for *ad hoc* meetings.

### 4.2. The IP Facilitation Centre (IPFC)

- 4.2.1. **Purpose.**
- To assist the Institution in managing and Commercializing its IP in a form that will most effectively promote its development and use for economic and social benefit.
  - To promote IP awareness camp/talk and to provide best IP services to beneficiaries (MSME, startups, professionals from academics / research institutes, entrepreneurs and researchers)
- 4.2.2. **Responsibilities.** The responsibilities of the IPFC shall include, but are not limited to:
- a. To provide best IP services from searching and drafting of Specifications to grant of IPRs and technical consultation to convert their ideas into secured marketable products.
  - b. To provide a platform for prior art searching/mapping for various forms of IPRs. (Patent, Industrial Design etc.,)
  - c. To facilitate assistance in patent assignment draft for commercialization and technology transfer.



- d. To assist enforcement and defences in cases of infringement of Intellectual Property rights

## ARTICLE 5 - OWNERSHIP OF IP AND RIGHTS OF USE

### 5.1. IP Created by Staff Members

- 5.1.1. **Institution ownership.** The Institution owns all IP created by a Staff Member:
  - a. in the course and scope of his/her employment; or
  - b. making Substantial Use of the Institution's resources.
- 5.1.2. **Staff Member ownership.** Staff Members will own/co-own the IP they have created when such IP:
  - a. is outside the course and scope of their employment and without Substantial Use<sup>4</sup> of the Institution's resources;
  - b. vests in Scholarly Works (see Article 5.5, WIPO);
- 5.1.3. **IP emanating from Research Contracts.** In the absence of provisions to the contrary in any national law [Or: where there is no Substantial Use of the Institution's resources], the terms of the Research Contract will regulate ownership of IP created by Staff Members in the course of a Research Project that forms part of a Research Contract, as set out in Article 7.
- 5.1.4. **Appointment of Staff Members at another Institution.**<sup>5</sup> It is the responsibility of each Staff Member that holds an honorary or other academic or research appointment at another institution (Host Institution) to bring to the attention of the Host Institution, including its IPFC, his/her obligations in terms of this Policy, prior to the tenure at the Host Institution. To the extent that the Host Institution's IP Policy makes a claim on IP created by the Staff Member pursuant to such appointment, the Staff Member shall ensure that the Host Institution negotiates a suitable IP arrangement with the Institution.

### 5.2. IP Created by Students

- 5.2.1. **Student ownership.** IP created by a Student in the course of study at the Institution (including theses, dissertations and other Scholarly Works) will be owned by the Student. This is in contrast to IP created by a Student in a Research Project, as per Article 5.2.3 below.
- 5.2.2. **Theses or dissertations.**  
The Student must submit his/her final thesis or dissertation to the Institutional repository.
- 5.2.3. **Institution ownership.** IP emanating from a Student's Research Project shall be owned by the Institution in the following circumstances:
  - a. if the IP is created by making Substantial Use of the Institution's resources (excluding supervision) and there is no re-imbursment agreement concluded between the Institution and the Student; or

<sup>4</sup> Use will be deemed not Substantial if minimal overhead costs have been incurred by the Institution (such as the use of office space, the library, facilities or traditional desktop computers); only a minimal amount of time has been spent using significant Institution facilities; or the IP has been written or developed in the personal (unpaid) time of the Creator.

<sup>5</sup> This means that such Staff Members are a visitor at another institution.



- b. if the Research carried out by the Student forms part of the Institution's Research Projects.
- 5.2.4. **IP emanating from Research Contracts.**<sup>6</sup>The terms of the Research Contract shall regulate the ownership of IP created by a Student in the course of such Research Contract, as set out in Article 8 WIPO.
- 5.2.5. **Institution ownership responsibilities.**<sup>7</sup> If the Institution is the owner of IP created by a Student, in terms of Article 5.2.3 or Article 5.2.4 WIPO, and hence created in terms of a Research Project or Research Contract, respectively, the Institution shall:
- provide the Student with an explanation of the reasons for the assignment of IP rights to the Institution;
  - advise the Student to seek independent advice regarding the assignment;
  - obtain a deed of assignment from the Student for all IPRs emanating from the Student's Research Contract or Research Project, where relevant, in return for revenue sharing as provided for in Article 10 WIPO; and
  - withdraw the Student from the Research Project or Research Contract if a Student elects not to assign the relevant IPRs to the Institution.
- 5.2.6. **Bursaries/scholarships.**An external party that grants a bursary or scholarship to a Student may elect to own the IP created by that Student in the course of his/her study at the Institution provided the Student and the Institution have consented to the assignment of IP ownership in writing and such consent is not contrary to any applicable local or national law.
- 5.2.7. **Student Owned IP.**IPFC may, upon agreement, provide Commercialization services to Students for their IP.  
In this event, Students may be required to assign their IP to the Institution and will be afforded the same rights and obligations as Staff Members under this Policy.

### 5.3. IP Created by Visitors

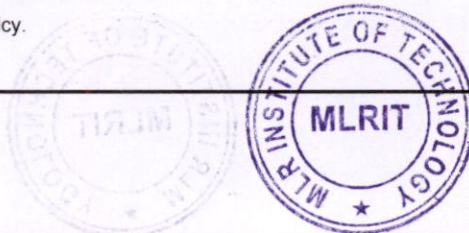
- 5.3.1. **Institution ownership.** Unless otherwise agreed to in writing by the Institution and the Visitor's home institution prior to the tenure at the Institution, Visitors are required to assign to the Institution any IP:
- created in the course and scope of their Appointment at the Institution; or
  - created by making Substantial Use of the Institution's resources.
- 5.3.2. **Institution IP.**On departure from the Institution, a Visitor must sign and submit to IPFC an IP Disclosure form disclosing any IP created, as per Article 5.3.1 WIPO, whilst at the Institution.

### 5.4. Special Rules for Course Materials

- 5.4.1. **Institution ownership.** The Institution will own the IP in Course Materials created by a Staff Member or a Visitor, with the exclusion of Course Material that is created from or for Open Educational Resources, in accordance with Article 5.7.1 WIPO.

<sup>6</sup>That is, if the Student is participating in a Research Project under a Research Contract between the Institution and an external entity or research sponsor.

<sup>7</sup>See also Article 3.4.2 of this Policy.



- 5.4.2. **Licensed by the Institution.** With the express prior written permission of the Institution, such licence may be utilised for commercial purposes outside the Institution.

## 5.5. Special Rules for Scholarly Works

- 5.5.1. **Publication.** The Institution recognises and endorses the rights of Staff Members, Students and Visitors to publish their Scholarly Works, provided that any Scholarly Work which may disclose any possible Institutional IP shall first be cleared by IPFC after having an opportunity to protect such Institutional IP according to Article 8 WIPO.
- 5.5.2. **Institutional repository.** Staff Members, Students and Visitors should endeavour to obtain publishers' permission to include published Scholarly Works in the Institutional repository [whether as a published edition or in pre-publication form].
- 5.5.3. **Licensed to the Institution.** Staff Members, Students<sup>8</sup> and Visitors shall grant to the Institution a non-exclusive, royalty free license to use their Scholarly Works for the Institution's [administrative, promotional,] Research and teaching purposes.

## 5.6. Moral Rights

- 5.6.1. **Recognition.** The Institution undertakes to respect and protect the moral rights which copyright law confers on Authors of copyright works.<sup>9</sup>
- 5.6.2. **Rights granted.** The Institution acknowledges that moral rights vest in Authors of copyright works irrespective of the copyright ownership thereof and include:<sup>10</sup>
- the right of attribution of authorship in respect of the copyright works;
  - the right not to have authorship of the copyright works falsely attributed; and
  - the right of integrity of authorship in respect of the copyright works.
- 5.6.3. **No waiver.** The Institution will not require Staff Members, Students or Visitors to waive their moral rights as a condition of employment, enrolment, Appointment or funding.

## 5.7. Public Domain

- 5.7.1. **Public Domain.** Institution IP forms part of the Public Domain in the following circumstances:
- if a Research Contract provides that the Research results be placed into the Public Domain; or
  - if Staff Members or Visitors made use of OERs or resources licensed through Open Source or Creative Commons Licences<sup>11</sup> and the licensing conditions require release of derivatives into the Public Domain.

<sup>8</sup> This obligation can be enforced against Students through a provision in the Student registration form in terms of which the licence is granted to the Institution.

<sup>9</sup> This article must be adapted in accordance with national law.

<sup>10</sup> The list of rights granted needs to be adapted to the moral rights recognized in national laws.

<sup>11</sup> Creative Commons is a non-profit corporation dedicated to making it easier for people to share and build upon the work of others within the framework of national copyright laws. The Creative Commons suite of free copyright licenses provides a simple, standardized way to give users permission to share and use creative and scholarly work. Such licenses allow Creators to stipulate which rights they reserve, and which rights they waive for the benefit of others.



- 5.7.2. **Release into the public domain.** The Institution will release IP into the Public Domain in the following circumstances:
- where it is deemed to be in the public interest;
  - if the IP has low commercial or other development potential and low prospects of fostering the development of new products or services; or
  - if deemed necessary by the Institution.

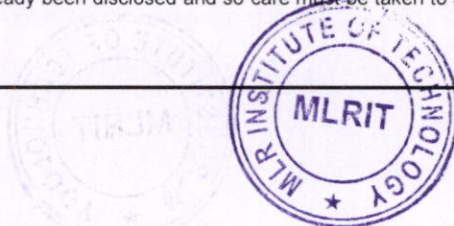
## ARTICLE 6—PUBLICATION, NON-DISCLOSURE AND TRADE SECRETS

- 6.1. **Right of publication.** The Institution encourages and supports the right of Creators to decide if and when to publish their Research results, in accordance with Article 5.5 WIPO above.
- 6.2. **Non-disclosure for IP protection.** In conjunction with the right of publication, Creators should be aware that premature Public Disclosure may result in loss of IP protection rights<sup>12</sup>. Therefore, they are strongly encouraged to make all reasonable efforts to identify any protectable IP as early as possible, according to Article 8 WIPO, and shall consult IPFC before making any Public Disclosure of potential Institution IP.
- 6.3. **Trade Secrets.** The Institution may designate certain confidential information as a Trade Secret, owned by the Institution. In that event, all Creators will be obligated to maintain secrecy of the Trade Secret and to follow the direction for management of the Trade Secret by IPFC.

## ARTICLE 7—RESEARCH CONTRACTS

- 7.1. **Authority.** Staff Members, Students and Visitors shall not have the right to enter into a Research Contract with external parties on behalf of the Institution unless they are authorized to do so by an official representative of the Institution.
- 7.2. **Due diligence.** Persons acting for and on behalf of the Institution shall exercise all due diligence and consult IPFC when negotiating and signing contracts that may affect the Institution's IPRs.
- 7.3. **Government rules.** The appropriate legal representative of the Institution will be consulted in this respect before signature of any Research Contract unless this responsibility has been delegated to IPFC by the Institution.
- 7.4. **Approval.** Before signing, the full copy of the proposed Research Contract and other legal statements concerning the Institution's IPRs shall be submitted to IPFC for advice and approval by the Principal, unless this responsibility has been delegated in writing to IPFC by the Institution.
- 7.5. **Basic Principles.** The IP clauses in all Research Contracts shall be governed by the following basic principles:

<sup>12</sup>Patents provide protection for technical inventions but there are strict procedures and rules which must be followed. A patent cannot be granted if the invention has already been disclosed and so care must be taken to avoid premature disclosure before the patent application has been filed.



- 7.5.1. **Concluded from the outset.** A Research Contract must be executed in writing and signed by the Institution and the external party(ies)/sponsor(s) prior to the commencement of any Research Project and, as appropriate and without limitation, must contain terms relating to ownership, management and use of IP arising from the Research Project as well as any Background IP.
- 7.5.2. **Background IP.** All Institution Background IP must be properly recorded and declared prior to the commencement of a Research Contract and belongs to the Institution. Similarly, Background IP of the external party/sponsor, belongs to such party or sponsor. Use of such Background IP requires express written permission.
- 7.5.3. **Foreground IP (IP arising from the Research Contract).** IP generated pursuant to a Research Contract by Staff Members, Students or Visitors shall be governed in terms of the above provisions relating to IP generated by these parties. The general rule is that such IP shall be owned by the Institution.
- 7.5.4. **Co-owned Foreground IP.**
- a. **Terms for co-ownership.** Co-ownership of IP generated pursuant to a Research Contract shall be in accordance with national legislative provisions, failing which, as mutually agreed contractually.
  - b. **Costs for protecting and maintaining co-owned IP.** The costs for protecting and maintaining any IPRs shall be shared between the Institution and the external party(ies)/sponsor(s) as mutually agreed contractually.
- 7.5.5. **Serendipitous IP<sup>13</sup>.** Any IP created during the course of the Research Contract which falls outside of scope of the Research Contract shall be owned by the Institution or the external party(ies)/sponsor(s) which developed such IP, unless agreed contractually otherwise in the Research Contract.
- 7.5.6. **Right of first refusal to the IP.** The Research Contract may include provisions giving the external party(ies)/sponsors, a right of first refusal to Commercialize the IP emanating from the Research Contract, through a license or joint venture arrangement or assignment.
- 7.5.7. **Publication delay.** It is the strict policy of the Institution to allow Creators freedom to publish their work. However, the Institution acknowledges that delays in publication for the purpose of initiating statutory protection of the IP is often necessary. In this regard, the Institution will agree, on a case-by-case basis, to a contractual delay in publication by Creators. Such delay will not exceed typically 90 calendar days from the date IPFC is notified of the intent to publish, unless authorized by the IPFC In-charge.
- 7.7.8. **Use of the IP for Research and teaching.** In instances, where the Institution IP is licensed exclusively or assigned as part of the Research Contract, all efforts should be made to secure a royalty-free license for use of the IP for on-going Research and teaching purposes.
- 7.6. **Exceptions to the Policy.** In certain cases, it may be necessary and/or beneficial to the Institution to enter into a Research Contract that contains exceptions to the provisions of this Policy. Any such exceptions require prior, written approval from the Principal.

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<sup>13</sup>Results are serendipitous when research that was originally funded for one purpose turns out to be useful for another purpose.



## ARTICLE 8—DETERMINATIONS BY THE IPFC

### 8.1. Responsibility to Disclose IP

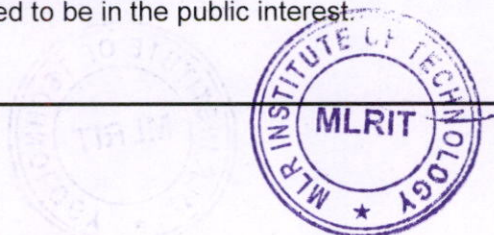
- 8.1.1. **Recording.** Creators shall keep appropriate records of their Research in accordance with the Institution's applicable policy procedures and make reasonable efforts to ensure that only those individuals within the Institution who have a need to have access to such records for the performance of their duties are granted such access.
- 8.1.2. **IP Disclosure.** Where a Creator identifies potential IP resulting from his/her Research [or that of his/her team], he/she shall disclose such potential IP to IPFC promptly by means of an IP Disclosure Form.
- 8.1.3. **Complete disclosure.** Creators must provide to IPFC such full, complete and accurate information as IPFC may reasonably require to enable it to sufficiently assess the technical and related features and functions, ownership, commercial potential and IP protection that might be applicable to such IP. Upon complete disclosure, the IP Disclosure will be registered and assigned a reference number and IPFC will share this reference number with the Creators to signify that the IP Disclosure has been formally received by the Institution.
- 8.1.4. **[Optional Clause – Disclosure Clause for IP related to GRs and/or TK].** When potential IP has been developed using GRs and/or TK, the IPFC shall require its Creators to disclose relevant information, in accordance with national legislation.
- 8.1.5. **Ownership.** Creators shall be required to formally assign any right, title or interest they may have in that IP to the Institution in the form of a contract that specifies the rights that will accrue to the Creator(s) and the Institution and the obligations they will have to assist the Institution with the Commercialization of that IP.

### 8.2. Determination as to IP Protection and Commercialization

- 8.2.1. **Evaluation and recommendation.** IPFC will analyse the information disclosed in the IP Disclosure within usually 60 days. The analysis will include: whether or not the subject matter is protectable as IP; an assessment of economic viability or marketability; and determination of any rights of external parties, such as a funder or collaborator.
- 8.2.2. **Decision to protect/Commercialize.** The Institution will decide, as soon as reasonably practicable, whether or not it wishes to protect and/or Commercialize the IP. IPFC will use all reasonable efforts to notify the Creator(s) of the Institution's decision within 60 days of the IP Disclosure.

### 8.3. Institution Elects not to Protect /Commercialize the IP

- 8.3.1. **IP abandoned or not Commercialized.** The Institution reserves the right not to protect or Commercialize IP that it owns if after consultation with the Creators:
- there is no reasonable prospect of commercial success;
  - it is not deemed to be in the best interest of the Institution; or
  - it is not deemed to be in the public interest.



- 8.3.2 **Transfer of Ownership.** In the event the Institution decides not to pursue IP protection and/or Commercialization, it will take steps to return said IPRs to the Creator(s), contingent on any other superseding contract rights of external party(ies)/sponsor(s).
- 8.3.3. **Terms and conditions.** If the Institution assigns IPRs to the Creator in terms of this Article 8.4.5 WIPO, the assignment may be subject to one or more of the following terms and conditions:
- that upon Commercialization, the Institution be compensated for any expenditure it may have incurred in connection with the protection and/or Commercialization of such IP; and/or
  - that the Institution be granted a non-exclusive, royalty-free licence to use the IP for Research and teaching purposes.

## ARTICLE 9 -COMMERCIALIZATION OF IP

- 9.1. **Determination of the Commercialization Strategy.** Within usually 6 months of the decision to protect or Commercialise the IP under Article 8.3.2 WIPO, the Institution will determine, with input from the Creators, the most appropriate Commercialization strategy.
- 9.2. **Assistance to IPFC.** Creators of IP which has been selected for IP protection and Commercialization by the Institution must provide IPFC with all reasonable support in the assessment, protection (including preventing premature disclosure and execution of any documents including deeds of assignment and deeds attesting to creatorship), and Commercialization of the IP.
- 9.3. **Sovereignty and Cooperation.** The Institution shall have the sole discretion regarding the Commercialization of IP owned by it. The Commercialization of Institution IP will be planned, executed, and monitored by IPFC.
- 9.4. **Commercialization Pathways.** Modes of IP Commercialization may include:
- license, either exclusive or non-exclusive, and variations thereof;
  - assignment (sale);
  - formation of a Commercialization Entity to which the IP is licensed or assigned in terms of this Policy;
  - non-profit use or donation;
  - joint ventures;
  - royalty free access on humanitarian or other grounds; or
  - various combinations of the above.
- 9.5. **Guidelines.** Regardless of the mode of IP Commercialization, the transaction will be executed in a contract which:
- protects the interests of the Institution;
  - retains rights for the Institution to use the IP for educational and research purposes;
  - assures that the IP will be utilized in a manner which will serve the public good;
  - assures that the IP will be developed and brought to the marketplace as useful goods and services; and



- e. prohibits the “shelving” or “mothballing”<sup>14</sup> of the IP or its use in any illegal or unethical manner.
- 9.6. The Institution will endeavour to Commercialize IP in a manner that enhances local, regional, and national economic development.

## ARTICLE 10 - IP PORTFOLIO MAINTENANCE

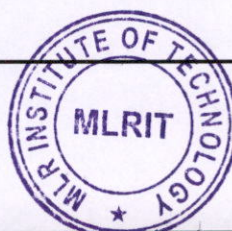
- 10.1. **Recording and monitoring.** IPFC shall maintain records of the Institution’s IP in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance or annuity fees of protected IP, and shall, within a reasonable time, inform the Principal to make such payments.
- 10.2. **Accounting.** IPFC shall maintain income/expense accounting records on each IP.

## ARTICLE 11 - CONFLICTS OF INTEREST AND CONFLICTS OF COMMITMENT

- 11.1. **Commitment to the Institution.** Staff Members’ and Visitors’ primary commitment of time and intellectual contributions should be to the education, research and academic programs of the Institution.
- 11.2. **Best Interests of the Institution.** Staff Members and Visitors have a primary professional obligation to act in the best interests of the Institution; they should avoid situations where external interests could significantly and negatively affect their work ethic and research integrity.
- 11.3. **Agreements with External Parties.** It is the responsibility of all Staff Members and Visitors to ensure that their agreements with external parties do not conflict with their duties and responsibilities in terms of this Policy. This provision shall apply in particular to private consultancy and other research service agreements concluded with external parties. Each individual should make his/her duties and responsibilities clear to those with whom such agreements may be made and should ensure that they are provided with a copy of this Policy.
- 11.4. **Disclosure of External Activities and Financial Interests.** Staff Members and Visitors shall promptly report all potential and existing Conflict of Interest (COI) or Conflict of Commitment (COC) to the appropriate Institutional authority, in compliance with applicable COI/COC policies. The decision must be approved by a high level academic functionary.

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<sup>14</sup> Shelving or mothballing of academic IP refers to IP and invention disclosure bundles that remain unexplored, unlicensed or unused.



## ARTICLE 12 -DISPUTE

- 12.1. **Violation.**Breach of the provisions of this Policy shall be dealt with under the normal procedures of the Institution, and in accordance with the relevant provisions of laws and regulations in force.
- 12.2. **Dispute Resolution.**
- 12.2.1. Any internal disputes or questions of interpretation arising under this Policy must in the first instance be referred to IPFC for consideration and mediation by the IP Committee.
- 12.2.2. If the matter cannot be resolved by the IP Committee within one month, then the dispute or question of interpretation must be referred to the Principal.
- 12.2.3. The Principal may at their sole discretion refer the matter to Institution's Executive Committee for arbitration as final arbiter of any disputed issues or for final determination.
- 12.3. **Appeal.** Individuals covered by this Policy shall have the right to appeal the application of any aspect of this Policy to the IP Committee.

## ARTICLE 13 - AMENDMENT

- 13.1. **Revision.**This Policy may be amended at any time by a decision of the IP Committee. In this case:
- all IP disclosed on or *after* the effective date of such amendment shall be governed by the Policy as amended; and
  - all IP disclosed *prior* to the effective date of the amendment shall be governed by the Policy prior to such amendment, provided that the provisions of the Policy (as amended) shall apply to all IP licensed or otherwise Commercialized on or after the effective date of any such amendment regardless of when the IP is disclosed.



Annexure - I

**INVENTION DISCLOSURE FORM (IDF)**

(IDF are treated as confidential until the application filed)

**1. Title of Invention**

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**2. Inventors**

(a) Full Name of the Inventor: Organization: Position: Citizenship: Address: Mob. No: Email:
(b) Full Name of the Inventor: Organization: Position: Citizenship: Address: Mob. No: Email:

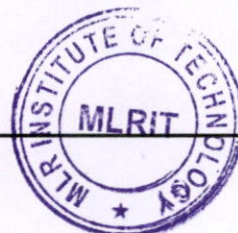
**3. Stage of development of invention**

- (a) Idea/Concept
- (b) Early stage
- (c) Proof of concept
- (d) Prototype
- (e) Industry interest/use

**4. Is the patent to be filed for product/process?**

**5. Field of Invention**

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**6. What problem does this invention solve?**

**7. Detailed Description of the Invention**

**8. Technical Applications**

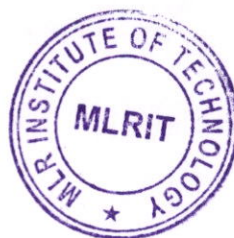
**9. Was the invention developed using any research grants/contract funds? Yes/No**

**If Yes, provide details:**

We confirm that the details furnished in respect of this Invention / Technology are correct and agree to the request for filling of an application patent with the names of the inventors as proposed above.

Date:

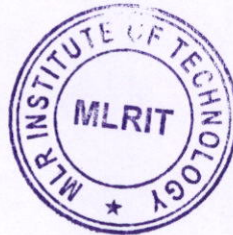
**Name and Signature of the Inventors**



**Annexure – II**

**IP Committee**

1. Dr. K Srinivas Rao – Principal and IPFC Chairman
2. Dr. A Vivek Anand – IPFC In-charge
3. Dr. V.Radhika Devi – Dean IQAC
4. Dr. T Arunkumar – Dean R&D
5. Dr. Satyanarayana Gupta – HoD AERO
6. Prof. M Venkateshwar Reddy - HoD MECH
7. Dr. Ajmeera Kiran – HoD CSE
8. Dr. D.B.K. Kamesh – HoD CSIT
9. Dr. Kashi Sai Prasad – HoD AIML
10. Dr. P. Subhashini – HoD DS
11. Dr. N V Raja Sekhar Reddy- HoD IT
12. Dr. SVS Prasad – HoD ECE
13. Prof. Ashok Kumar Cheeli – HoD EEE
14. Dr. Ch Achi Reddy - HoD H&S
15. Dr. N. Ramanjaneyulu - HoD MBA



## Annexure – III

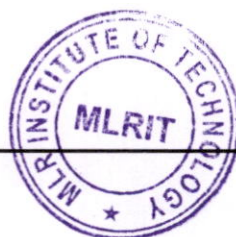
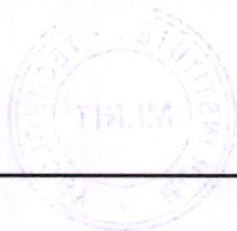
### Standard Operating Procedure (SOP) – IPRs Filing

SOP is framed in accordance with IPFC – MLRIT policy. This SOP will outline the IPRs filing procedure through Intellectual Property Facilitation Centre (IPFC)

#### Procedure

##### (i) For Students/Faculties of MLRIT:

1. The inventor submits his invention to IPFC – MLRIT, by filling all the required details mentioned in the invention disclosure form which is available on MLRIT website.
2. The hardcopy of the completed invention disclosure form shall be submitted to IPFC – MLRIT or softcopy shall be emailed to IPFC-MLRIT at [ipfc@mlrinstitutions.ac.in](mailto:ipfc@mlrinstitutions.ac.in)
3. Upon receiving the hardcopy/softcopy of the invention disclosure form, IPFC-MLRIT will send an acknowledgement mail or hard copy with reference number assigned for the invention for future communication.
4. IPFC coordinator will frame a committee comprising technical experts to review the invention.
5. The committee will conduct preliminary assessment and prior art search on the invention. If any further information required, committee may contact primary inventor.
6. The committee will submit the final assessment report to IPFC In-charge within 3 days from the date of receiving invention disclosure form.
7. Based upon the suggestion given in the report, IPFC In-charge will recommend whether to file IPR/suitable form of IPR on the invention
8. The IPFC chairman considers recommendation of IPFC in-charge and makes the final decision whether to file IPR at the expense of the MLRIT.
9. If MLRIT provides fund for IPR filing,
  - 9.1 Patent: MLRIT will be the applicant.
  - 9.2 Other forms of IPRs: MLRIT will be one of the inventor.



10. Upon IPR filing, IPFC-MLRIT will provide continuous support for the inventor until grant of application.

**(ii) For External Party:**

1. The inventor submits his invention to IPFC – MLRIT, by filling all the required details mentioned in the invention disclosure form which is available on MLRIT website.
2. The hardcopy of the completed invention disclosure form shall be submitted to IPFC – MLRIT or softcopy shall be emailed to IPFC-MLRIT at ipfc@mlrinstitutions.ac.in
3. Upon receiving the hardcopy/softcopy of the invention disclosure form, IPFC-MLRIT will send an acknowledgement mail or hard copy with reference number assigned for the invention for future communication.
4. IPFC coordinator will frame a committee comprising technical experts to review the invention.
5. The committee will conduct preliminary assessment and prior art search on the invention. If any further information required, committee may contact primary inventor.
6. The committee will submit the final assessment report to IPFC In-charge within 3 days from the date of receiving invention disclosure form.
7. Based upon the suggestion given in the report, IPFC In-charge will recommend inventor whether to file IPR/suitable form of IPR on the invention.
8. Upon confirmation from inventor for IPR filing, the same will be forwarded to IPFC chairman for final approval.
9. Once approved, IPFC In-charge will arrange a meeting with inventor to discuss the further formalities for IPR filing. A nodal contact person will be assigned for the invention and his/her contact details will be shared with the inventors for future communication.
10. Upon IPR filing, IPFC-MLRIT will provide continuous support for the inventor until grant of application.

**Note:** In order to maintain novelty, details given in the invention disclosure form will not be shared with any third party.

