

Intellectual Property Rights  
**Policy Manual**  
of  
College of Engineering Trivandrum

Version 1.1  
December, 2015



**INTELLECTUAL PROPERTY RIGHTS CELL  
COLLEGE OF ENGINEERING TRIVANDRUM**



## Preface

College of Engineering Trivandrum (CET) is dedicated to teaching, research and dissemination of knowledge to the public for its good. CET was established in 1935 by the erstwhile Princely State of Travancore with the objectives 'to facilitate and promote studies and research in emerging areas of higher education with focus on new frontiers of technology, environmental studies, non-conventional energy sources and management studies and also to achieve excellence in these and connected fields'. In the responsibility of producing and disseminating knowledge there is inherent need to encourage creativity and scholarly works for the developments of new and useful materials, devices, processes and other intellectual property. In CET, faculty members, research scholars and the students are engaged in research and development work of considerable importance. Such works may lead to evolution of intellectual property know-how, copy-rights, designs, instruments, devices, processes, prototypes, software and other inventions having potential for commercialization with or without the registration under different Acts enacted by the Government for protection of intellectual properties. The creation of intellectual property not only contributes to the professional development of the individuals involved, but also enhances the reputation of CET, provides educational opportunities for students and promotes public welfare. Particularly, a commercial exploitation of the intellectual property can be of considerable socio-economic benefit to the country. CET, therefore, supports and encourages the efforts directed towards bringing the fruits of CET research in diverse fields of knowledge to public use and benefit while protecting the interests of the scholars.

To meet the goals envisaged, CET is committed to providing an environment where scholarship and innovation can flourish and those participating in these endeavours can be suitably rewarded for their efforts. At the same time, CET also recognizes that certain intellectual properties can be developed as a result of the environment and the facilities provided by CET and there exists a special relationship between CET and its staff and scholars. As such CET wishes, where appropriate, to gain benefit from intellectual property so created by the faculty and students. Such benefits may not only be monetary, but also in the form of the transmission of such knowledge to the future generations of students, scholars and faculty.

At the discretion of the individuals to develop the knowledge, the request for the registration of a patent/copy-right will be considered prior to its commercial exploitation. In order to establish the respective rights and obligations of CET, its faculty, research scholars, students and other employees in intellectual property of all kinds now and hereinafter existing, CET is adopting this policy governing intellectual property rights (IPR Policy). The policy shall govern the intellectual property rights of CET, faculty members, research scholars, students and other connected with the work, product, ideas and inventions created in connection with the activities of CET.

This manual provides guidelines relating to the procedure of filing Intellectual Property Rights for the work undertaken in CET. The main purpose is to create awareness amongst the faculty members, researchers and students about protecting their intellectual properties through various means available. It is expected that this manual will be of significant help to people involved in innovation and invention activities towards protecting their intellectual property rights arising as an outcome of their efforts. This is only a preliminary step towards creating awareness about Intellectual Property Rights (IPR). Suggestions for improving the quality of the manual are welcome.

## **Guidelines**

This IPR policy is to be followed in all matters related to IPR at CET. In view of the evolving nature of the IP scenario, this policy may be modified from time to time to suit the emergent needs, or on a case-by-case basis. The IPR Cell will address such specific cases by using this IPR policy document as the guideline.

IPR Cell of CET for processing all IPR related matters addressed in this policy, viz. any **intellectual property** generated out of the intellectual effort of the creator employed temporarily or permanently at CET or all students studying at CET.

Intellectual Property Rights Cell (IPR Cell)

College of Engineering Trivandrum

December 2015

# Contents

1.0	INTELLECTUAL PROPERTY RIGHTS POLICY .....	
1.1	Introduction .....	
1.2	The Policy Objectives .....	
1.3	Commencement of the Policy .....	
2.0	OWNERSHIP OF INTELLECTUAL PROPERTY .....	
2.1	Inventions, Designs, Integrated Circuit Layouts and other creative works	
2.2	Ownership of Copyright by Staff .....	
2.3	Copyright Ownership in Collaborative Research .....	
2.4	Copyright Ownership by Students .....	
2.5	The creator of the intellectual property .....	
2.6	Exceptions to the ownership .....	
3.0	CREATION OF INTELLECTUAL PROPERTY .....	
4.0	Evaluation and Management of IPR .....	
5.0	Registration of Patents / copyrights .....	
5.1	Filing of application in India .....	
5.2	Filing of Application in Foreign Countries .....	
6.0	Renewal of Patents .....	
7.0	Transfer of IP .....	
8.0	Revenue Sharing .....	
9.0	Responsibilities of CET .....	
10.0	Responsibilities of the creator(s) .....	
11.0	Dispute Resolution .....	
12.0	Confidentiality of IP .....	
13.0	Publication based on IP .....	
14.0	Agreements and Contracts .....	
14.1	Agreement categories and authorized signatories .....	
14.2	Infringements, Damages, Liability and Indemnity Insurance .....	
14.3	Conflict of Interest .....	
15.0	Miscellaneous .....	
15.1	Amendments .....	
15.2	Waivers .....	
15.3	Educational Materials .....	
15.4	Moral Rights .....	
15.5	Logo and the Emblem of CET .....	
15.6	Jurisdiction .....	
	ANNEXURE 1- Definitions .....	

## 1.0 INTELLECTUAL PROPERTY RIGHTS POLICY

### 1.1 Introduction

Intellectual Property Rights (IPR), very broadly, are rights granted to creators and owners of works that are results of human intellectual creativity. These works can be in the industrial, scientific, literary and artistic domains, which can be in the form of an invention, a manuscript, a suite of software, or a business name.

The importance of intellectual property is well established at all levels - statutory, administrative and judicial. The World Trade Organisation (WTO) Agreement, inter-alia, contains an Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS) which came into force from 1st January 1995. It lays down minimum standards for protection and enforcement of intellectual property rights in member countries which are required to promote effective and adequate protection of intellectual property rights with a view to reducing distortions of and impediments to international trade. The obligations under the TRIPS Agreement relate to provision of minimum standard of protection within the member countries legal systems and practices.

The Agreement provides for norms and standards in respect of following areas of intellectual property:

- Patents
- Copyrights and related rights
- Trade Marks
- Geographical Indications Industrial Designs
- Layout Designs of Integrated Circuits
- Protection of Undisclosed Information (Trade Secrets) Plant varieties

IPR is a general term covering patents, copyright, trademark, industrial designs, geographical indications, protection of layout design of integrated circuits and protection of undisclosed information (trade secrets).

### 1.2 The Policy Objectives

CET has formulated this intellectual property policy for the management of intellectual property to:

- foster, stimulate and encourage creative activities in the widest sense in the areas of Technology, Science and Management;
- protect the legitimate interests of CET, faculty, scholars, students and other members of CET and the society at large and to help resolving possible conflicts of opposing interests;
- put in place a transparent administrative system for the ownership control and assignment of intellectual properties and sharing of the revenues generated by the intellectual properties developed and owned by CET;

- evolve an organization structure and procedures through which inventions and discoveries made in the course of institutional research may be made readily available to the public through channels of commerce;
- establish standards for determining the rights and obligations of CET, creator of intellectual property (for example inventions, developers, authors) and their sponsors with respect to inventions, discoveries and works created at CET;
- ensure compliance with applicable laws and regulations and enable CET to secure sponsored research funding at all levels of research; and
- enhance the reputation of CET as an academic research institution and a member of society by pursuing the highest ideals of scholarship and teaching and by conferring the benefits of that scholarship and teaching on the university community and society.

The IPR policy provides the mechanism for preservation and use of intellectual property and procedures through which invention and discoveries made in the course of institutional research are disseminated to the public through the transfer of technology. As the scope of intellectual property and the mechanism for the transfer of technology are vast, it is not possible to address all the possibilities in this policy. The policy manuals of Innovation Cell and Technology Business Incubator (TBI) cover more aspects towards this. CET aims to generate intellectual property for society use and benefit while raising income to support research and education.

---

### **1.3. Commencement of the Policy**

The policy governing the intellectual property policy shall come into effect from 1<sup>st</sup> January 2016 subject to the approval granted by the Governing Council of CET.

## **2.0 OWNERSHIP OF INTELLECTUAL PROPERTY**

### **2.1 Inventions, Creations, Designs, Integrated Circuit Layouts and other creative works:**

2.1.1 CET as Owner: CET shall be the owner of all intellectual properties (IP) including inventions, software, designs and integrated circuits layouts, specimens, created by creators, unless specific agreements / contracts are entered into by CET as described below, prior to the creation of the IP, with an agency funding the research leading to the creation of the IP, or with a temporary employee or student.

2.1.2 Ownership in Contract Research: Specific provisions related to IPR made in contracts governing the collaborative activity shall determine the ownership of IP arising out of sponsored or collaborative research, or consultancy

assignment. The MoU / contract for such a project may require -

- (a) joint ownership of such IP between CET and the sponsor, or
- (b) full ownership of such IP by the sponsor, or
- (c) exclusive licensing of such IP owned by the Institute to the sponsor or its nominees, or
- (d) a separate agreement / contract to be entered into at a later date consequent to creation of such IP, for exclusive / non-exclusive ownership / licensing of the IP.

In all these cases, the contract / agreement / MOU will specify conditions such as right of first refusal to such IP if applicable, the fee/royalty payable for ownership / licensing of such IP as applicable, and also specify how the patent filing, registration and maintenance costs will be borne by the sponsor and / or CET. When faculty / staff enter into an agreement for undertaking sponsored research or consultancy, they are required to assist CET to determine which of the above options is applicable to the particular project given the nature of research proposed to be undertaken, the degree to which prior relevant expertise of the researchers and CET facilities are leveraged, and the amount of funding provided.

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

2.1.4 IP Generated while on Long Leave: An employee of CET who is on sabbatical or other forms of long leave, or a student who is on leave or is permitted by CET 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 CET, will be permitted to directly negotiate with the organization, the terms of any IP sharing that is generated, in its entirety and without any use of CET resources, during the duration of the engagement in that organization. However, any revenue that is received by the employee/student subsequently while on duty at CET, as royalty / fees for the IP generated as above, shall be subjected to the prevailing IPR revenue sharing norms of CET. IP developed by the said employee or student during this period without involvement of creators who are



employees or students of CET will be outside the purview of this policy. However, in case the IP so created by the employee/student, during the leave period as described above, is based in part or full on prior IP developed at CET, the employee/student is required to inform CET and enable CET to enter into a licensing agreement with the organization in which the employee/student is temporarily engaged.

2.1.5 Teaching Materials: Institute shall be the owner of the copyright on all teaching material developed as part of any of the academic/distance learning programs of CET. However, the creator(s) shall have the right to use the material in her/his professional capacity.

2.1.5 Trade Mark(s) / Service Mark(s): Ownership of trade mark(s), service mark(s), logos created for CET shall be with CET.

In cases of all IP produced at CET, CET strongly desires to retain a non-exclusive, free, irrevocable license to copy/use the IP for teaching and research purposes only, consistent with confidentiality agreements entered into by CET, if any. This is to enable CET to benefit from IP created by its staff and students for carrying out its teaching and research functions.

## **2.2 Ownership of Copyright by Staff**

Copyright ownership of works created by CET faculty and staff is principally dependent on the question whether the creation of the work was within the scope of his/her job specification. The rule applies irrespective of the question whether the faculty and staff had used CET's resources to produce the work and whether the work in question was produced during the office hours of the faculty and staff. Many academics in the institutes produce content in the form of articles and other publications during office hours whilst using the equipment of the institution. In some cases, their primary job specification may only relate to their teaching or lecturing function. Here, the reality is that CET will waive their copyright in materials produced out-with the remit of the academics job specification. The rationale of this is that allowing the academic to retain copyright in the work he or she is encouraged to produce more material thus raising the profile of CET. It can also be observed that one of the common deliverables currently included in the job specification of most academic staff is to raise the research profile of CET through publications in journals. It is also worth pointing out that academics often give their copyright to academic journals and their institutions pay for subscriptions to the journals that may contain articles, which in law is the first owner.

## **2.3 Copyright Ownership by Students**

Relationship between students and CET are based on a special type of contract. These agreements are the various terms and conditions in the documentation (e.g. prospectus) that passes between them. In the absence of special terms and conditions in these documentations, copyright ownership in a work created by the

student normally rests with the student. CET would take action to protect its rights by including appropriate statements in the prospectus or student handbooks that it may own copyright in certain works created (e.g. databases, software, and thesis publications) by the students. CET would allow the student to retain ownership in his work and be compensated by means of a reward or income and CET to have the rights to use the work (e.g. to publish the work or to use it as a teaching material).

## **2.4 The creator of the intellectual property**

On a mutual agreement, a creator of intellectual property may assign his/her IPR to CET to be managed by the Intellectual Property Rights (IPR) Cell. If CET cannot, or decides not to proceed in a timely manner to protect and or license CET owned intellectual property, it shall assign ownership to the creator upon request to the extent prompted by the provisions of this policy and third party agreements if any.

## **2.5 Exceptions to the ownership**

The creator of the intellectual property may opt to retain the ownership of the following:-

2.5.1 All intellectual properties developed without substantial use of CET facilities.

2.5.2 All rights in artistic, literary and scholarly intellectual property such as scholarly books articles and other publications including those in electronic mode, works of art, literature and music recordings shall belong to the creators despite use of CET resources so long as such works are not the projects of CET research, neither created under the direction and control of CET, nor developed in the performance of a sponsored research or through third party agreement.

2.5.3 All copyrights in papers, thesis and dissertations written as a student to earn credit in university courses or otherwise to specify university degree requirements.

- 1 All Ph.D. / M.Tech theses are to be copyrighted with a copyright note: © *College of Engineering Trivandrum (year). All rights reserved.* The technical reports, review works, may also be copyrighted, if the author wishes to copyright.
- 2 The author of a report may also request to copyright on behalf of CET, any other material such as B. Tech. and M. Tech project reports.
- 3 While copyrighting the thesis it is the responsibility of the creator to ensure that the contents do not violate any copyright rules. If diagrams, tables and text are reproduced from any other copyrighted work, prior permission is to be obtained by the creators from the owner of the copy right document from where the material is taken.
- 4 If information from some other sources are included, appropriate acknowledgement has to be given to this source, as per copyright law.

## 5 Exceptions:

The ownership of the copyrights by CET in no way deprives the claims of the creators / authors to publish the contributions in scholarly and intellectual work, and their authority to improve, publish and propagate the work. When a journal that accepts a paper submitted by an employee/student requires copyright for the paper to be given to them before publishing the said paper, the employee/student may do so.

CET may waive ownership of copyrights it owns in favour of the author(s), contributor(s) on request. Students and scholars may be allowed ownership of the copy rights to their works provided they do not result from works for which they had received financial or supervisory support of any form from or through CET the work does not include any material generated entirely or partially with the help of CET facility or ongoing research programme or the intellectual input of any employee of CET.

2.5.4 CET faculty and students may freely publish their research results provided such research does not leave copyrightable / patentable intellectual property.

2.5.5 In case of students who wish to apply for patent directly may get prior approval from the Head of Institution.

### **3.0 CREATION OF INTELLECTUAL PROPERTY**

The IP consisting of patentable or copyrightable material can be created by CET in the following ways:

3.1 When CET undertakes an assignment either from external agency or by its own initiation to take up on creation of a specific copyrightable or patentable material and deposes a team of its researchers to accomplish it as and when an individual researcher or a team of researchers may develop copyrightable or patentable material during the course of their research or as a specific project.

3.2 When some external funding agencies such as Government, foundation, trust commercial / corporate undertaking may enter into a specific agreement with CET and a team of researchers to develop some specific copyrightable or patentable materials/products/processes.

### **4.0 Evaluation and Management of IPR**

IPR Cell of CET will coordinate the activities of evaluating, protecting, marketing, licensing and managing the IP generated at CET. The creators of the IP shall provide all the necessary information to the IPR Cell for the management of the IPR. The IPR Cell will get it evaluated through the IPR Advisory Committee and also by co-opting the patent attorney / legal experts whenever and wherever needed, before deciding to handle the IPR. An invention will be patented only if it has some commercial use, motivation and viability at some point of time in the future.

If CET decides not to own and manage the IP, it shall permit the creator(s) to file patents and protect the IP on their own. However, share of CET in revenue resulting to the employee / student from licensing such IP will be determined as described in Section 8. In the case of patentable IP, it is essential that patent protection is filed before publication or disclosure in any other form in public domain of the patentable IP.

The IPR Cell will examine the IP application and will make specific recommendations regarding Patentability/Registration of the proposal by CET. The cell may seek the assistance of experts for this purpose. In all these endeavours confidentiality of the IP shall be strictly ensured.

In case the contract / agreement / MOU with a sponsor specifies that the sponsor will manage the process of filing of patents and bear the associated costs, the creators will provide information to the IPR Cell of each such filing / application. Details of the invention need not be provided in such cases in the interest of confidentiality, if so desired. Progress of the application through various stages, such as PCT, national phase, etc will be informed to the IPR Cell by the creators as and when the creators become aware of such progress.

## **5.0 Registration of Patents / copyrights**

### **5.1 Filing of application in India**

The creators of know-how / designs / instruments / devices / processes / specimens and other such IPs who want to get patents for the patentable IPs and / or transfer thereof for commercial exploitation will be required to make an application for this purpose to the Head, IPR Cell as per the procedure laid out by the IPR Cell and approved by the Principal. If any creator(s) consider it is necessary to obtain immediate protection for safeguarding interest of the creator(s), a professional patent may be directly applied by the creator(s) after obtaining the permission from CET and simultaneously apply for the evaluation of the IP by CET as per the prescribed procedure. In case CET decides to take the patent in the name of CET (Principal of CET Jointly with Creator or Team), the expenses incurred by the creator(s) for obtaining the professional patent protection will be reimbursed to the creator(s) by CET.

CET employees associated with any activity of CET shall treat all IPR related information as confidential. Such confidentiality shall be maintained till the date as demanded by CET or the relevant contract between the concerned parties, unless such knowledge is in the public domain or in generally available to the public.

Creator(s) are encouraged to file a provisional patent as soon as possible in order to protect their rights to the IP. As part of this process, a search report can also be obtained of existing patents that may relate to the key contributions of the proposed patent, to assist the creator(s) in their decision regarding filing of an application. If the creator(s) can pay for the cost of provisional

filing from (a) the funds of the research project resulting in the IP, or (b) the PCF(s) of the creator(s), or (c) DDF of the department(s) of the creator(s) with approval of the concerned department Heads, or (d) personal financial resources of the creator(s), the permission for filing of provisional patent will be given automatically before evaluation of the application made by the creator(s) by the IPR Committee. In such cases, the technical details of the invention need not be provided to the IPR Cell at this stage in the interest of confidentiality. However, should CET after due evaluation decide not to manage the IP, the provisional application will lapse, unless the creator(s) decide to take up the subsequent stages on their own. In such cases, CET will waive its rights to the ownership of the patent rights. If CET decides to jointly or fully own and manage the IP, it will bear all costs related to filing and protection after the date on which it decides to do so. In case, the creator(s) paid for the provisional filing from personal financial resources or PCF, these costs will be reimbursed after CET decides to own and manage the IP.

IP-related information will either not be disclosed at all, or be provided on a need-to-know basis to certain employees of CET. All CET employees associated with any activity of CET shall treat all such IP-related information, which they may have access to as part of their official duties, as confidential. Such confidentiality shall be maintained till such time as required by CET or by the relevant contract, if any, between CET and concerned parties, unless such knowledge is in the public domain or is generally available to the public.

## **5.2 Filing of Application in Foreign Countries**

CET may consider requests for registration of Patents in foreign countries, based on the merit of the IP. Typically, the process to be followed in such cases is the filing of a provisional application, detailed evaluation of the commercial potential of the IP in the countries proposed for filing, filing of PCT application in case such potential is present, followed by national phase filing in the selected countries. During the time before the process reaches the national phase, the commercial potential will be continually assessed, and if at any time it appears that the commercial potential in a foreign country appears to be low, CET may decide to not file in the particular country. During this period, the creator(s) are also encouraged to apply for financial support for international filing being provided by several ministries to public institutions. If CET decides not to file such a patent in any foreign country, CET shall assign the rights for the IP in that country to the creator(s) and permit the creator(s) to protect the IP in that country either on their own or in partnership with a sponsor. Any revenue accruing to the creator(s) as a result of exploitation of the rights assigned to the creator(s) in that country will be subject to the rules for sharing of revenue with the Institute that are applicable to the creator(s) as

per their employment / enrollment contracts. The creator(s) may seek re-imbursement of the costs borne by them for protection of the IP in that country from the revenue prior to sharing with CET. In case the patenting costs are borne by the sponsor of a research project as agreed upon in the contract / agreement, the IPR Cell only needs to be kept informed of the progress of the international patent application(s) through various phases such as PCT, national phases, etc. The sponsor may choose any legal firm of their choice for the filing. If the Institute takes up the filing, the creator(s) are required to engage one of the legal firms approved for filing from time to time.

## **6.0 Renewal of Patents**

CET shall pay the Patent Fees for the first seven years in all cases where Patent is taken by CET. However, CET after due evaluation on the strength of the patent through the IPR Committee can decide on further continuance/maintenance of the patent appropriately

## **7.0 Transfer of IP**

7.1 The creator shall make a confidential disclosure to the Patent Attorney / Legal Expert / IPR Cell in writing as soon as possible if CET has an ownership interest and if the intellectual property / technology may be patentable, copyrightable or has potential for commercialization and licensing. The IPR Cell will provide disclosure forms on request. The creator may consult IPR Cell with respect to his duties to disclose inventions and the manner and timeliness with which such disclosures should be made to the IPR Cell.

The disclosure should contain sufficient detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation and technical characteristics of the creation. The creator(s) should also be responsible to update the IPR Cell in a timely manner of any developments involving publications, sale or use of which he becomes aware after the confidential disclosure.

7.2 If the creator claims an ownership interest in intellectual property or has a question about whether an assignment must be made to CET, the intellectual property shall be disclosed to the IPR Cell and the claim or question clearly stated. CET, through the IPR Cell, will provide a determination of rights within a reasonable time following submission, generally not to exceed 90 days. The determination may be appealed to the Principal for a final adjudication.

7.3 The IPR Cell will evaluate inventions and other intellectual property disclosed to the IPR Cell to suggest the form of intellectual property protection, if any, that should be considered and also the potential for commercial exploitation. Thereupon it shall either assign the task of securing patent / copyright in the intellectual property and of managing its subsequent economic use to the specialist agency or do so itself in a timely and efficient manner. Direct expenses associated with obtaining protection for intellectual property in which CET has stake / share shall be borne by CET if such intellectual property is being managed by the IPR Cell, by the specialist agency if CET has entrusted management of a particular intellectual property to it and by the creator / inventor if he has



withdrawn management of intellectual property from specialist agency / IPR Cell on grounds of non-performance.

- 7.4 CET or its agents or the creator after obtaining approval from the Principal through Head, IPR Cell may approach external agencies for commercial exploitations. All agreements shall be signed by the Principal of CET on the recommendations of Head, IPR Cell and the creator of the IP being transferred, on behalf of CET.
- 7.5 In case of IP involving more than one creator, a coordinator from among the creators shall be identified by the creators, for IP protection purposes. At this stage all members of the group of creators shall sign a revenue sharing agreement for the IP, as and when they accrue. This revenue sharing agreement may be modified at any time on mutual consent among the creators in writing and intimated to the Head, IP Cell. Any conflict with regard to revenue sharing among the creators will be resolved by CET and the same will be binding on all the creators of the IP.

## **8.0 Revenue Sharing**

The revenue generated from the Intellectual Property shall be distributed as follows:

- 8.1 When CET is the Creator, the income from economic use of intellectual property will be shared amongst CET, Research Team and Support Staff (as recommended by the principal researcher) as 60%, 35% and 5% respectively.
- 8.2 When the individual researcher or a team of researchers is the Creator and has used substantial CET resources, the revenue shall be shared amongst the individual researcher, team of researchers, CET and Support Staff (as recommended by the principal researcher) as 60%, 35% and 5% respectively.
- 8.3 When the creation is the result of funded research, the income from economic use to be received from the Institution funding the research will be on revenue sharing basis at the level determined in the agreement assigning economic use of intellectual property to that institution when it is the economic user. In such cases the income shall be shared between the team of researchers, CET and support staff (as recommended by the principal researcher) as 60%, 35% and 5% respectively.
- 8.4 When a Company, Industry or Commercial Undertaking other than Funding Institution is the economic user, the income receivable from the economic user will be as provided in the licensing agreement with that Company, Industry or Commercial Undertaking. Such income will be shared as 60% and 40% between the Funding Agency and CET respectively. CET will distribute the income it so derives to itself, researcher / team of researchers and support staff as outlined in the preceding para.
- 8.5 The shares as mentioned above shall be determined after deducting the direct expenses if any from the total income received by CET.

- 8.6 The creator(s) share would be declared annually and disbursement will be made to the creator(s) or their legal heir, whether or not the creators are associated with CET at the time disbursement.
- 8.7 Co-creators that is research team members of IP shall sign at the time of disclosure a Distribution of IP earnings agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The co-owners of intellectual property may at any time by mutual consent revise the distribution of IP Earnings.
- 8.8 Exception in case of IP unrelated to official work: Creator(s) may apply to CET for permission to patent/license know-how to organizations by themselves, when such IP is not related to the official duties and roles of the creator in CET. Such IP will typically in an area totally unrelated to the professional expertise of the creator for which CET has employed him/her. IPR Cell will examine the proposal and recommend whether or not the request by the creator(s) can be acceded to. If on the recommendations of the IPR Cell the Principal permits the creator(s) to own / protect / license the IP independently, the creators will be the sole beneficiary of all earnings from such IP and no amount there from will be payable by the creator(s) to the Institute.

## **9.0 Responsibilities of CET**

- 9.1 To assign, at its discretion, the management including patenting / copyrighting, negotiating and assigning or licensing commercial use of such intellectual property in which it has stake / share to a specified agency created for this purpose under such terms as CET may consider reasonable or CET may manage such intellectual property through IPR Cell. Provided, however, that if the specialist agency or IPR Cell, as the case may be, fails to serve patent / copyright within three months of patentable / copyrightable material being made available by the inventor / creator or fails to assign / license patented / copyrighted material to economic use, during further period of one year, the inventor / creator will have the right to withdraw right of the inventor / creator, will have the right to withdraw right of management of patentable / copyrightable or patented / copyrighted material to himself and take further action to manage it himself and thereupon the right of the specialist agency / IPR Cell to manage it will stand terminated.
- 9.2 To make aware the faculty members, staff and other scholars regarding CET's intellectual property.
- 9.3 To provide support as it deems necessary or desirable to obtain legal protection of intellectual property in which CET has stake / share.



- 9.4 To facilitate the transfer of such intellectual property for economic use and develop mechanisms within these policies for the assignment and management of Intellectual Property.
- 9.5 To provide legal support as it deems necessary and desirable to defend and protect the interests of CET and the creators of the intellectual property against third party claims or unauthorized use.
- 9.6 To impart information to research sponsors as required by research and licensing agreements, and applicable laws and regulations in a timely manner.

#### **10.0 Responsibilities of the creator(s)**

- 10.1 To make an invention disclosure in a thorough and timely manner of all inventions, discoveries and other works that are patentable/copyrightable and in which University has stake/share as described in this Ordinance.
- 10.2 To provide such assistance as may be necessary throughout the assignment process to protect and affect transfer of the intellectual property.
- 10.3 To provide all records and documents that are necessary for the protection of the intellectual property.
- 10.4 To abide by all commitments made in license, sponsored research and other agreements made in accordance this policy.
- 10.5 To co-operate with CET with full responsibility in resolving all conflicts as may arise with respect to the IPs concerning to him / her and to make timely disclosure of such information which may hint towards any potential conflict relating to IP.
- 10.6 To manage, including bearing patent / copyright, assigning it for economic use or licensing it on terms to be finalized jointly by the Head, IPR Cell, inventor / creator and financing agency, if any, for the research project which lead to such an invention / creation, as in situation referred to in para 9.1 when inventor / creator has withdrawn the right of management of intellectual property from the specialist agency or IPR Cell due to their non-performance. Provided that income from any such assignment / licensing for economic use will necessarily be receivable by CET in totality and distribution of inventor's / creator's and financing agency's share will be the exclusive responsibility of CET.

#### **11.0 Dispute Resolution**

Any disputed issue related to the intellectual property or the interpretation of these Policies shall be decided as follows:

- 11.1 Any disputed issue that cannot be resolved with the assistance of the IPR Cell shall be referred to the Principal, CET for the conflict resolution. If the conflict remains unresolved it shall be referred to a tribunal of Arbitration at the instance of CET or at the request of the inventor or funding agency. The decision of this tribunal of Arbitration shall be final between the parties for any disputed issue related to intellectual property, revenue sharing or the interpretation of this policy.

11.2 The tribunal shall consist of one member appointed by the Principal, one member nominated by the other party(s) and the Legal Advisor of CET. The process of resolving the dispute shall be completed expeditiously and except in unusual circumstances within two months. The tribunal of Arbitration shall have power to regulate its own procedure in consonance with principles of natural justice.

## **12. Confidentiality of IP**

Every creator in the group as well as everyone involved in the protection process will not disclose the details of the IP to any person/organisation without prior written permission of CET. In case of thesis and other such written documents containing details of patentable IP, all measures to avoid attracting the public disclosure clause leading to denial of patent may be taken by creators. It is best if the creators make provisional patent filings before documenting the details of the IP in theses, papers and other documents.

### **Computer Software**

- 1 A computer software may be patented or copyrighted depending upon the IP Content. A Computer Software may be distributed by its creator to researchers / teachers / students in other institutions for research and teaching purpose only after obtaining appropriate undertaking from the recipient to the effect it will not be used for commercial purpose nor will it be transferred to any other party without explicit permission of the creator/CET. This transfer does not liberate the software from IPR protection. The creator may decide to put IPR protectable software on public domain in the spirit of dissemination of scientific knowledge or set standards or obtain scientific feedback from the users to advance the research. However, the creator is encouraged to protect IP of such software as per the usual procedure.
- 2 The legal and IPR restrictions by the suppliers of the software in the use of all software procured by the creators shall be clearly understood and adhered to.
- 3 CET encourages incorporation of software without license restrictions in the research and development works undertaken by its employees / students since they do not restrict, constrain and impair CET's right to develop and distribute the R&D work.

Before copyright and patent for software ownership is sought for by creator(s) the terms and conditions are to be settled with the owners of the copyright to the original software platforms, based on which the new software may have been developed.

## **13. Publication based on IP**

- 13.1 Faculty members, scientific staff, research scholars disseminate their creative work through publications for which they generally have unrestricted freedom. Publications constitute only a part of the body of knowledge generated. CET policy is to encourage transfer and dissemination of knowledge in as complete a form as

possible subjected to the following restrictions.

13.1.1 In the case of publications based on externally sponsored work permission from the sponsoring agency may sometimes be contractually required. CET's agreement with the sponsor usually requires that this permission may not be normally denied except so far as to protect any tangible IP which may be of commercial value or of security interest to the sponsor, and the sponsor will act within a reasonable time to give the permission to publish.

13.1.2 All publications based on sponsored project shall also acknowledge the sponsor's support for the work reported in the publications.

13.1.3 All the contracted obligations have to be adhered to by the creators in the case of IP generated through sponsored work.

13.2 In case of patentable IP, it is desirable to obtain the patent protection at least in the form of a provisional application before such an IP is either published or exchanged so that both academic and commercial value of the IP is protected.

13.3 In order to protect the commercial value of an IP without affecting the exchange of information, a special confidentiality agreement may be signed between interacting parties before exchanging the information about any IP.

## **14. Agreements and Contracts**

### **14.1 Agreement categories and authorized signatories**

All agreement including but not limited to the following categories, are to be approved by CET:

- i. Confidentiality Agreement, Classified Information Non-disclosure (specific) Agreement, only to enable CET to ensure that the Agreement does not render CET liable in any manner for breach of the agreement. Since such agreements often need to be entered into quickly to enable progress in collaboration / interaction, CET will respond promptly if the Agreement is entirely between the external party and the employee or student, and CET is not directly or indirectly made liable by the Agreement in any manner.
  - ii. Revenue Sharing Agreement, Indemnity agreement.
  - iii. Evaluation Agreement, Consultation Agreement, Research and Development Agreement (R&DA/MOU)
  - iv. Technology Transfer Agreement, License Agreement, IP assignment agreement
  - v. Alternative Dispute Resolution Agreement

Principal acts as the final signing authority in all the categories of agreements listed above, except confidentiality agreement which may be signed by the creator with the consent of Principal.

#### **14.2 Infringements, Damages, Liability and Indemnity Insurance**

- i. In any contract with the licensee, CET shall obtain indemnity from legal proceedings against CET including its employees, without limitation, due to reasons including but not limited to manufacturing defects, production problems, design guarantee, upgradation and debugging obligation.
- ii. Generally CET shall obtain, through appropriate agreement, indemnification from the organization to which IP is transferred, against any direct or third party legal liability arising out of commercial exploitation of IP.
- iii. Any computer software developed and distributed by CET either through public domain or commercially, shall have explicit disclaimer against any liability arising out of the use of software by any user.
- iv. CET shall retain the right to engage in any litigation concerning patents and license infringements.

#### **14.3 Conflict of Interest**

- v. The creator(s) are required to disclose any conflict of interest or potential conflict of interest. If the creator(s) and/or their immediate family members have a stake in a licensee or potential licensee company then they are required to disclose the stake they and/or their immediate family have in the company.
- vi. A license or an assignment of rights of any IP to a company in which the inventors have a stake shall be subject to the approval of the Principal taking into consideration this fact.

### **15.0 Miscellaneous**

#### **15.1 Amendments**

CET reserves the right to amend any provisions of these policies at any time as required. The Governing Council upon recommendation by the Principal may approve the amendments.

#### **15.2 Waivers**

CET may grant a waiver from the provisions of these policies on a case – by - case basis. All waivers must be in writing, supported by reasons and signed by the Principal, CET. Any decision to grant a waiver will take into account the best interest of CET and the facts of the particular situation. Every waiver and reasons for it shall be reported to the Governing Council in its next meeting.

### **15.3 Educational Materials**

Educational Materials represent a broad spectrum of copyright works. These materials encompass traditional educational materials such as material for lessons and course material as well as other methods of course delivery such as Internet based learning. The desire of CET is to encourage the development of creative and effective educational tools and media in order to further CET's educational goals. Educational materials produced in the normal course will generally be owned by the creator of the educational material. Certain circumstances, may however, give rise to claim of joint ownership by CET. Because all possible circumstances cannot be envisioned by this Policy document, each particular situation will have to be evaluated on its own merits to determine ownership interests.

### **15.4 Moral Rights**

CET recognizes the moral rights of the creators of intellectual property and shall endeavour to protect these rights. These include the right of fair attribution of authorship or invention, the need for the work not to be altered in such a way that it harms the reputation of the creator and an opportunity for the creator to be involved in determining the final outcome of his / her effort.

### **15.5 Logo and the Emblem of CET**

The logo and Emblem of CET are the exclusive identity and property of CET and no person shall without prior written permission of CET can utilize the logo and or emblem of CET for any commercial purpose.

## **1 15.6 Jurisdiction**

As a policy, all agreements to be signed by CET will have the jurisdiction of the courts in Thiruvananthapuram and shall be governed by appropriate laws in India. Exceptions to this may be allowed in certain cases by CET.

## ANNEXURE 1

### Definitions

**Assignment:** transfer of rights or title in the intellectual property in writing.

**Copy-right:** is the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his/her creative work.

**Copy-rightable materials:** include

- books, journal articles, texts, glossaries, laboratory, manuals, syllabi, tests and proposals, study guides, bibliographics;
- Lectures, musical or dramatic compositions, unpublished scripts;
- Films, filmstrips, charts, transparencies, and other visual aids, Vide-audio tapes and cassettes;
- Live video and audio broad-casts;
- Programmed instructional materials;
- Research notes, research data reports and research note books;
- Other materials or works other than software which qualify for protection under the Indian Copy-right Act.

**Creator(s):** include any employee of CET whether employed full time or part time or on probation or temporary basis either in CET and / or in projects and those who are research workers, research scholars or students or project fellows who are responsible for the creation of an intellectual property using the facilities of CET.

**Confidential disclosure;** means an agreement between disclosing and recipient parties or a term in a research contract or license agreement.

**Direct Expenses:** include the costs associated with the development, protection, maintaining and licensing of intellectual property, including the regular payment of salaries or other overhead costs of CET.

**Educational materials:** comprise the content and associated tools and technologies for delivery of content, including material developed for traditional face to face class room courses as well as other delivery methods such as through internet or other distance learning media. For the purpose of this policy, educational material do not normally include works such as text books, articles, papers, scholarly monographs or artistic works produced in the normal course of academic scholarship.

**Invention disclosure:** means a written description of an invention that is confidentially made by the inventor to CET.

**Intellectual Property:** shall include any property generated out of intellectual effort of the creator (s). It includes but not limited to -

- New and useful scientific and technical advancement in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties which are patentable.
- Industrial and architectural designs, models, drawings software, creative, artistic and literary works, teaching resource materials generated, records of research etc., which require copy protection.
- Trademarks, service marks, logos etc.

**IPR & TCC and IPR-Advisory Committee:** The IPR & TCC shall be headed by a faculty appointed by the Principal, CET and IPR-Advisory Committee shall comprise of 5 teachers with one as its Chairman and four other as its members.

The committee as constituted by the Principal from time to time, will be incumbent to evaluate and make recommendations regarding IPR related issues.

**Know-how:** refers to the knowledge, innovations, practices, expertise, processes or procedures, and secrets of individuals regarding the use of material, product or resource, or the practice of a method for a particular purpose.

**Patent and patentable Inventions:** are as defined in Indian Patent Act 1970 and further amended from time to time. The patentable inventions includes discoveries and inventions are of new products and processes.

**Patentee:** means the person for the time being entered on the register of patents kept as per the Indian Patent Act as the generator or proprietor of the patent.

**Publication:** means a public enabling disclosure of an invention and may be verbal or printed. Printed publication includes abstracts, student thesis and in certain instances, grants proposals.

**Revenue:** means any payment received as per an agreement by CET, usually for legal use of an intellectual property of CET through a license.