

PROPOSED
INTELLECTUAL PROPERTY
POLICY DOCUMENT



**S. V. NATIONAL INSTITUTE OF TECHNOLOGY,
SURAT – 395007, GUJARAT (INDIA)**

1. PREAMBLE

S. V. National Institute of Technology, Surat (hereinafter referred to as SVNIT) aims to be a prominent institute in the country that nurtures new ideas and innovations in technology and science to create an atmosphere where in new ideas, research and scholarship flourish and the future leaders and innovators emerge. In order to fulfill this aim, SVNIT, has taken the initiative to promote innovations and facilitate protection of Intellectual Property (hereinafter referred to as IP) generated at the Institute.

Processes to support these efforts have been evolving over time and now have attained a level of maturity. A formal Framework to guide the implementation of these processes is now a clearly-felt need. Towards this goal an Intellectual Property Policy for SVNIT has been formulated. This policy aims to lay down, the processes for support available to innovators at SVNIT for translating their creative works into IP. Parties engaged in creations of original and innovative work at SVNIT include faculty, staff and other employees, including staff working on various projects, registered students of SVNIT, students from other institutions personnel from other organizations or any other individuals working in SVNIT. This policy also aims to set forth guidelines for ownership of IP developed at SVNIT by SVNIT personnel and non-SVNIT personnel working in association with SVNIT and its commercialization.

The aim of the IP Policy is to sustain and grow creativity in an ethical environment in SVNIT that recognizes the importance of innovations and assists in translating them into products, processes and services for commercial exploitation and to achieve the widest public good.

2. INTELLECTUAL PROPERTY POLICY DOCUMENT

This Intellectual Property Policy Document (hereinafter referred to as the "Policy") is meant to provide guidance for academic and non-academic staff, students (undergraduate, postgraduate and Ph.D.) and outside sponsors on the practices and rules of SVNIT regarding intellectual property rights and obligations there under which includes the nature of intellectual property, its ownership, exploitation, technology transfer and confidentiality requirements.

This document discusses intellectual property issues in order to safeguard the principles of academic freedom, allocate a fair share of the benefits to all those involved in the creation of intellectual property, and encourage the drive to conduct research, transfer technology and benefit materially from the generation of intellectual property at SVNIT.

This policy aims:

- To promote academic freedom and safeguard the intellectual property interests of all those who are involved in the creation of intellectual property at the Institute.
- In laying down the processes for the promotion and support available to inventors at SVNIT for translating their creative works into IP in technical environment.

- To set forth the guidelines for the ownership of IP developed at SVNIT by SVNIT-personnel or non-SVNIT personnel and its commercialization.
- In recognizing the importance of innovation and assist in translating them into product, process and service for commercial exploitation and to achieve the widest public good.
- To provide legal support as the Institute deems necessary to defend and protect the interests of the Institute and creators of intellectual property against unauthorized use of such property.

3. INTELLECTUAL PROPERTY OWNERSHIP

The IP policy is applicable to all SVNIT personnel, as well as non-SVNIT personnel associated with any activity of SVNIT such as, but not limited to, Continuing Education Programme and covers different classes of Intellectual Property -- Patent, Copyright, Trade Mark / Service Mark, Design Registration, Trade Secret, Confidential Information and Integrated Circuits Layout.

3.1 SVNIT Ownership

1. Intellectual property of any kind created by faculty, students, staff, project staff, visitors and others, such as trainees from other institutes, participating in SVNIT programs or using SVNIT funds or facilities, are owned by SVNIT under following situation. However if the facilities have been paid for use, SVNIT then acts as a service provider and hence cannot argue for being a joint owner, however following applies:
 - a) The intellectual property was created with the significant use of funds or facilities administered by SVNIT.
 - b) The intellectual property was created (i) as a part of the normal professional duty or (ii) work for hire from funding agencies and private Institutions and organizations including consultancy, research & development. However, a joint ownership with relevant license rights is best suited rather than SVNIT enforcing its ownership especially in cases of funded research.
 - c) The intellectual property was created in the course of or pursuant to a sponsored/consultancy research agreement with SVNIT. In such cases, specific provisions related to IP made in contracts governing such activity will determine the ownership of IP.
 - d) The intellectual property was created as a part of academic research and training leading towards a degree or otherwise.

2. **All copyrights, including copyrighted software** will be owned by SVNIT when it is created as a part of any of the academic programs of SVNIT or created pursuant to a written agreement with SVNIT, providing for transfer of copyright or ownership to SVNIT. More specifically:
 - a) SVNIT will be the owner of the **copyright on all teaching materials** (book, video, images, audio track etc.) created by SVNIT and non-SVNIT personnel for external agencies, institutions and industry under the continuing education and distance education programs of SVNIT. However, the authors will have the right to use the material for their teaching and research activities **through reverse license agreement with SVNIT**.
 - b) SVNIT will not claim ownership of **copyright on books and scientific articles** authored by SVNIT personnel. However, SVNIT will have the copyright if books and reports have been created using funds specifically provided for this purpose by SVNIT. **And however SVNIT has right to use for academic purpose even though it is not funded.**

3.2 Inventor/Author Ownership

1. Inventors/Authors will own intellectual property when
 - a) None of the situation defined above for SVNIT ownership of intellectual property applies.
 - b) It is created outside their assigned/normal area of research/teaching, for example, popular novels, poems, musical compositions, or other works of artistic imagination, **technical work** without the use of significant institute resources. However, the information regarding creation of such intellectual property right should be given by employee of SVNIT to the authority.
 - c) **MTA Material Transfer Agreement is only applicable in case of bio related research. The MTA has to be academic research oriented and not follow a traditional company style.**
2. Students will own **copyright on theses/dissertation** created as a part of their academic programmes. However, the student must grant to SVNIT royalty-free permission to reproduce and distribute copies for teaching and research as well as for dissemination for teaching and research to other academic institutions. **An agreement form to be signed by the student in the thesis/dissertation copy.**
3. Ownership of software code, patentable subject matter and other intellectual property contained in the theses/reports are subject to conditions specified under SVNIT-ownership and Inventor/Author ownership.
4. **Thesis confidentiality agreement is also required in cases / places where IP is due for grant and the thesis is sent for evaluation outside of SVNIT.**

3.3 Third-Party Ownership

1. Ownership of intellectual property resulting from:
 - a) Funds provided partially or fully by a third-party to SVNIT will be governed by specific provisions in the contract between the third-party and SVNIT.
 - b) Exchange programs between SVNIT and other institutions will be governed by specific provisions in the contract between the third-party and SVNIT.
 - c) In case no such specific contract exists. **SVNIT's IPR policy will be applied.**
2. In cases of all IP produced at SVNIT, SVNIT shall retain a non-exclusive, free, irrevocable license to copy/use IP for teaching and research activities, consistent with confidentiality arguments where ever entered by SVNIT.
3. In cases where an IP is created by SVNIT personnel, fully or as a part of the team, during deputation, official leave, or sabbatical, the concerned SVNIT personnel should officially communicate the IP to SVNIT. If the IP involves ideas/software developed, fully or in part, using significant **SVNIT** resources, then the IP will also be owned by SVNIT fully or partially, as the case may be.

4. EVALUATION OF IP

1. To facilitate assessment, an Intellectual Property Review Committee (hereinafter referred to as IPRC) shall be constituted by Dean (R&C) consisting of Dean (R&C) as Chairman and at least three additional faculty members with domain expertise or familiarity/experience in the areas related to IP. The inventor(s) shall be free to suggest names of faculty members who are qualified to evaluate the creative work who may be invited by the Dean (R&C) to be part of IPRC.
2. Evaluation of IP shall be done by the IPRC. Evaluation of IP means:
 - (i) Assigning ownership of IP.
 - (ii) Determining whether an IP is innovative and fit for filing in India and foreign countries.
 - (iii) Determining whether the IP has a reasonable chance for commercialization.
 - (iv) Period for IP evaluation will be maximum three months.**
3. After evaluation of IP, if SVNIT decides not to take the responsibility for the protection of the IP, then it will assign all the rights of the IP to the inventors.
4. Even in such cases, as in (3), SVNIT may take the responsibility of facilitating protection of the IP on case by case basis.
5. A decision on the annual renewal of IP rights will be taken by the IPRC. If SVNIT decides not to renew the IP, fully or partially, then it will assign the rights of the IP, wherever relevant, to the "inventors."
6. Development of IPR can be taken up by the Institute for the past work (Research Development and Consultancy) carried out from resources used from SVNIT. Proper

consent of external members and their Institutes is to be obtained on those cases wherein the patent was filed in collaboration with external members. **If required, undertaking to be given by the IP right holder members for original innovation.**

7. Based on the available information, SVNIT shall decide on the suitability of protection of the invention in foreign countries within six months of filing the Complete IP Application in India. If SVNIT opts not to undertake such protection in any specific country requested by the inventor(s), SVNIT shall assign rights of the IP in that country to the creator(s) for the purpose of such protection. In all cases where IP rights in any specific country have been reassigned to the inventor(s), SVNIT shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by SVNIT.

5. OBTAINING IP RIGHTS

Based on the evaluation, if SVNIT opts to protect the creative work, it shall provide an IPR Advisor/Patent Attorney for drafting the IP application as appropriate. SVNIT shall pay for access to the relevant IP information databases and other associated costs. The inventor(s) shall conduct IP searches, study the prior art and provide the necessary inputs to assist in the drafting of the IP application. SVNIT shall bear all costs of drafting and filing an Indian IP application. If SVNIT chooses to file IP applications in other countries, then it shall bear the cost of application and other associated costs. SVNIT shall be free to enter into agreements with overseas institutions for protection and licensing of the IP.

6. DISCLOSURES, CONFIDENTIALITY AND ASSIGNMENT OF RIGHTS

1. For sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of IP are applied.
2. For all other IP produced at SVNIT, the inventors will be required to disclose their IP to Dean (R&C) at the earliest date using an **IPDF** (Intellectual Property Disclosure Form). Disclosure is a critical part of the IP protection process and it formally documents claims of inventor ship, the date of the invention and other details of the invention. The inventor(s) shall assign the rights of the disclosed invention to SVNIT.
3. It will be mandatory for students to submit an IPDF, countersigned by their supervisor(s), at the time of filing their B.Tech. report, M.Tech. and PhD theses.
4. The inventor shall assign the rights of the disclosed IP to SVNIT before leaving the institute and will agree to the terms and conditions for the sharing of any financial benefits received by the institute by commercialization of such IP.
5. Having made the disclosure, the inventors, both SVNIT personnel and non-SVNIT personnel, shall maintain confidentiality of the IP during the period it is pending with SVNIT for the assessment of the possibility of commercialization and protection of IP,

unless authorized in writing by SVNIT. Such confidentiality shall be maintained till the date as demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public.

7. CONTRACTS AND AGREEMENTS

All agreements related to IP, including, but not limited to the following categories, undertaken by any SVNIT personnel and students need to be approved by the institute:

1. Allegiance, Affirmation and Confidentiality Agreement.
2. Consultation agreement
3. Evaluation Agreement.
4. License Agreement
5. Research & Development Agreement
6. Technology Transfer (Commercialization) Agreement
7. Alternative Dispute Resolution Agreement
8. Classified Information Non-Disclosure (specific) Agreement

The Dean (R&C), with specific approval of the Director, will be the authorized signatory in all categories of agreements listed above.

8. COMMERCIALIZATION

1. SVNIT in association with inventor shall market the IP and identify potential licensee(s) for the IP to which it (i) has ownership and (ii) for which rights have been assigned to it.
2. For the IP where exclusive rights have not already been assigned to a third party, the creators may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care to ensure that the value of the IP is not affected.
3. If SVNIT is not able to commercialize the IP in a reasonable time then the inventor(s) may approach SVNIT for assignment of rights of the invention(s) to them.
4. **SVNIT can use the IP rights for teaching and research purpose irrespective of commercial deal.**

9. REVENUE SHARING

1. The net earnings from the commercialization of IP owned by SVNIT would be shared as follows:

Case	Net earnings	Inventor(s) Share	SVNIT Share	Service Account*
1	For the first amount Q	75%	20%	05%
2	For the next amount Q	60%	30%	10%
3	For amounts more than 2Q	45%	40%	15%

* Money may be used for the promotion and upgradation of the invention. Unused funds from the service account will be used for promotion of commercialization, IP protection and any other related activities. However, SVNIT shall make provision of Rs 10.0 lakhs initially and Rs. 5.0 lakhs during subsequent years to create a fund for meeting the expense towards filing of new IP and protecting existing IP. This shall continue until sufficient amount is available under the head of service account through commercialization of IP.

2. It is suggested that amount Q be initially fixed up to Rs. 100 lakhs. The inventor(s) share would be declared annually and disbursement will be made to the inventor(s), their legal heir, whether or not the creators are associated with SVNIT at the time of disbursement.
3. Co-creators 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 inventors may at any time by mutual consent revise the Distribution of IP Earnings Agreement.
4. When SVNIT reassigns the rights of the IP to its creator(s) for any country, the creator(s) shall reimburse the costs incurred by SVNIT for the protection, maintenance and marketing and other associated costs from the cumulative earnings from successful commercialization in that country as under:

Case	Cumulative earnings	Inventor(s) Share	SVNIT Share
A	Upto twice the cost incurred by SVNIT for protection, marketing and other associated costs.	40%	60%
B	Up to thrice the cost incurred by SVNIT for protection, marketing and other associated costs.	75%	25%
C	Beyond B	100%	0%

10. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY INSURANCE

1. As a matter of policy, SVNIT shall, in any contract between the licensee and SVNIT, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, upgradation and debugging obligation.
2. SVNIT shall also ensure that SVNIT personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.
3. SVNIT shall retain the right to engage or not in any litigation concerning patents and license infringements.

11. CONFLICT OF INTEREST

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the inventor(s) and/or their immediate family 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. Under these circumstances, it must be ensured by the inventor(s) that their entrepreneurial activities do not have an adverse impact on inventor(s) teaching, research and any other institutional responsibilities. **If need arises IPR acts / norms may be followed.**

12. DISPUTE RESOLUTION

In case of any disputes between SVNIT and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Director of SVNIT. Efforts shall be made to address the concerns of the aggrieved party. The Director's decision in this regard would be final and binding.

13. JURISDICTION

As a policy, all agreements to be signed by SVNIT will have the jurisdiction of the courts in Surat and shall be governed by appropriate laws in India.

Nomenclature

IP	Intellectual property
SVNIT	Sardar Vallabhbhai National Institute of Technology, Surat
IPRC	Intellectual Property Review Committee
IPDF	Intellectual Property Disclosure Form

Glossary

- 1) "Academic freedom" means The freedom of the academic staff of the Institute to

conduct their own academic activities including teaching, research and development, choose their own research field, pursue self-directed research, and collaborate and communicate with others regarding their scholarly efforts in keeping with the Institute's academic mission.

- 2) "Author" means faculty, students, staff or visiting faculty who has/have written or created a creative work.
- 3) "Confidential Information" is information not in the public domain and declared confidential by parties as such in a MOU/Agreement that has been signed by the parties.
- 4) "Copyright" means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work. Copyright protection is available for most literary, musical, dramatic, and other types of creative work, including software, teaching materials, multimedia works, proposals, and research reports.
- 5) "Creators" are persons who have produced any original work.
- 6) "Director" means the Director of SVNIT, Surat.
- 7) "Dean, R&C" means the Dean of Research & Consultancy of SVNIT, Surat.
- 8) "Design Registration" Registration of the novel non-functional features such as shape, or ornamentation of a product.
- 9) "Faculty" means teaching staff of SVNIT.
- 10) "Intellectual Contribution" means original technical or artistic contributions.
- 11) "Intellectual Property" includes but is not limited to copyrights and copyrightable materials, patented and patentable inventions, tangible research results, trademarks, service marks, designs and trade secrets.
- 12) "Invention" includes but is not limited to any new and useful process, formula, product or machine conceived or first reduced to practice in whole or in part, defined within the purview of the Patent Act, Inventor(s) are person(s) who produce an invention.
- 13) "Inventor" is the person/s who has something new with utilization of their creative minds.
- 14) "Licensing" is the practice of renting the intellectual property to a third party.
- 15) "Net Earnings" means earnings resulting from the licensing or commercialization of the IP reduced by the outstanding actual expenses incurred in obtaining and commercialization of the IP.
- 16) "Non-SVNIT Personnel" includes individuals who are not an employee of SVNIT.
- 17) "Patent" means the exclusive rights granted by the government for the limited period of time that helps to prevent the third party to practice the said invention in any of the manner like selling, manufacturing, using, offer to sale, importing a product or a process of the product as protected under the Indian Patented Law.

- 18) "Royalty" is the payment made to an inventor/author or an institution usually for legal use of a patented invention or any Intellectual Property when licensed.
- 19) "Significant Use of SVNIT Resources" is any usage of SVNIT's resources in the creation of the invention(s), in excess of the routine use of office facilities, computers, library resources and resources available to the general public.
- 20) "Software" means anything executable in a computer.
- 21) "Teaching material" means any material that aids the process of teaching.
- 22) "Trade Mark/Service Mark" is a distinctive word, symbol or picture or a combination of these, which is used by a business entity to discriminate its products and services from those of other business entities.
- 23) "Trade Secret" Usually some information such as know-how of commercial or strategic value that is not disclosed to all and is used in a restricted manner.
- 24) "Sponsors" means the person or group of persons or the company who provides financial, technical support to the institute.
- 25) "Student" means a person who has taken an admission in any of the courses offered by SVNIT.
- 26) "SVNIT Personnel" means an employee of SVNIT.

ANNEXURE I
S. V. NATIONAL INSTITUTE OF TECHNOLOGY, SURAT

Intellectual Property Disclosure Form

(1) Title of the invention:

(2) Innovator(s)

(who have contributed or conceived an essential element of the invention, either independently or jointly with others during evolution of the technology concept or reduction to practice)

Name:	Name:
Position:	Position:
Department:	Department:
Phone:	Phone:
e-mail:	e-mail:

Name:	Name:
Position:	Position:
Department:	Department:
Phone:	Phone:
e-mail:	e-mail:

Brief description of the invention:

How does this invention relate to new processes, machines, compositions of matter, etc.?
Please cover the following points:

- (a) Describe the invention so that the other faculty of the Institute who are knowledgeable in the field can evaluate the technical and commercial merits of the technology.
- (b) What are the advantages of the present invention over the comparable inventions?
- (c) Has the invention been tested experimentally? Are experimental data available?
- (d) Has the invention been patented or protected under confidentiality agreement?

(Please use additional sheets to elaborate and to attach sketches, drawings, photographs and other materials that help illustrate the description).

Commercial potential:

What are the

- (a) Possible uses/application areas and/or products you feel may embody aspects of your technology and
- (b) Possible end-users
- (c) Potential marketability including commercial suggestions viz.,
 - (1) input required,
 - (2) production capacity where applicable,
 - (3) raw material requirement,
 - (4) transfer form,
 - (5) target companies and countries,
 - (6) economic data,
 - (7) potential long-term commercial interest.

(Please provide as much information as possible; attach extra sheets if required) Prior disclosure and possible intent:

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

Development stage:

Give your opinion on the current stage of development of the invention as it relates to its marketability (indicate appropriate response):

----- Embryonic (needs substantial work to bring market)

----- Partially developed (could be brought to market with significant investment)

----- Off-the-shelf (could be brought to market with nominal investment)

Do you know of any other inventions that are congruent with this invention?

Signature of Inventor with date

I, the undersigned, ----- hereby certify that -----
----- (the "Work"; attach additional sheet if necessary to accurately describe the work) was specially commissioned by and is to be considered a "work made for hire" by SVNIT, Surat, herein after referred to as Institute with address at SVNIT, Ichchhanath, Surat - 395007, Gujarat, India, and that SVNIT, Surat is entitled to all patent/copyright/trademark and all other intellectual property rights thereto.

Without limiting the foregoing, for good and valuable consideration, receipt of which is thereby acknowledged and in accordance with the above entitlement of Institute to Intellectual Property generated by me, I hereby assign and/or transfer to Institute, its successors and assigns, absolutely and forever, all right, title, and interest, throughout the world in and to the Work and each element thereof, including but not limited to the copyright/patent/technology innovation contained therein.

I further agree that no copyright material assigned by me to the Institute under this agreement shall be reproduced by me beyond that which falls under fair use, and I shall retain only moral rights to this material. Furthermore, no patentable invention/technology innovation/trademarks developed by myself, and others shall be working with, be disclosed by me to any other party upon termination of this agreement. I understand that any prior disclosure by myself, directly or indirectly, either during the period of this work-for-hire agreement or after its termination, shall render me prosecutable as per laws that may be in force at the time.

Signed this _____ day of _____ (month), _____ (year)

Name:

Address: