

**The INTELLECTUAL PROPERTY RIGHTS POLICY
OF
INSTITUTE OF ADVANCED STUDY IN SCIENCE & TECHNOLOGY**

Abbreviated as: IPR Policy

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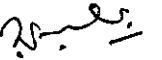
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Foreword

The Intellectual Property Rights Policy of the Institute of Advanced Study in Science and Technology (IASST) aims to facilitate the protection and valorization of intellectual property generated during scientific pursuit in the institute and offers scope for wealth generation, alleviation of human sufferings and betterment of human life. IASST urges all faculty, staff and students to document their IP, so that it could be protected and applied to the gain of the country, the institute and the concerned inventors. IASST is keen to facilitate faculties and staff in a proactive manner in the generation, protection and transaction of Intellectual Property which offer potential and scope for shared benefits to both institute and inventors. IASST also encourages its members to contribute to society by way of forming science & technology oriented commercial enterprises of their own. Through this policy, a system will be in place to bring harmony/ prudency/ order into the process of knowledge generation and commercial exploitation of intellectual outputs.

It is envisaged that in due course the IPR Management Cell would be upgraded into Technology Management Cell which will be organized by the personnel from management and science backgrounds. The Technology Management Cell shall actively perform the tasks of IPR auditing, Technology landscaping, Finding of commercial partners, Technology Valuation along with the activities of protection and transfer of IPR, which are currently being done by the IPRMC. Accordingly a comprehensive Technology Management Policy of IASST shall be developed in due course of time.

Date:


Dr. N.C. Talukdar
Director, IASST

1. Introduction:

- 1.1 This Policy lays down the basic mechanism of operating the matters pertaining to the Intellectual Properties Generated at the Institute of Advanced Study in Science & Technology, henceforth referred to as IASST, at Guwahati.
- 1.2 In abbreviated form, this policy will be referred as "IPR Policy".

2. Scope of the policy:

- 2.1 This policy covers all staff, faculty members, students and also persons engaged in sponsored schemes and projects as well as visiting scientists/professors/personnel who participate in the research work being carried out at the Institute.
- 2.2 Any intellectual property, generated by incubates, under the incubation center of ISVEC, shall not be part of this IPR policy, and shall be dealt separately.
- 2.3 The provisions of this policy are subordinate to the relevant laws framed by constitutional / statutory authorities of India, and also subordinate to relevant ruling from the courts of India. In case implementation of any provision of this policy causes a conflict with any statute/ rulings, the later shall prevail over this policy. However, the burden of proof of conflict shall lie with the claimant of the conflict.

3. Definitions:

- a) The meaning of the terms used in this policy is as given below, unless the context otherwise requires -
- b) IASST – The Institute of Advanced Study in Science in Technology, currently having its head office at Vigyan Path, Paschim Boragaon, Guwahati
- c) Director – The Director of IASST, Guwahati, or whosoever performs the duties of the Director of IASST, Guwahati
- d) Intellectual Property (abbreviated as IP) broadly includes any property generated out of intellectual efforts. It includes but not limited to –
 - i. A new product and/or process which involves an inventive step and is capable of industrial application. Inventive step means a feature of an invention that involves technical advancement as compared to existing knowledge or having economic significance or both and that makes the invention not obvious to persons skilled in the art.
 - ii. Industrial and architectural designs, drawings, models, software, creative, artistic and literary works teaching resource materials generated, records of research etc, which are copyrightable.
 - iii. Trademarks, Service Marks, Logos etc.
- e) Soft Intellectual Property – The intellectual Property which are not enforceable by law, such as trade secret, knowhow & showhow, etc.
- f) IPR - Intellectual Property Rights
- g) IPRMC - Intellectual Property Rights Management Cell of IASST
- h) Policy (without any modifier) – This IPR Policy
- i) Creator(s) - The individual or the group of individuals whose actions have resulted in creation of IP
- j) IDF - Invention Disclosure Form
- k) IPR authority - The offices for registration of Patent, Copyright, trade mark, design, etc, as the case may be.
- l) Transfer Proceeds - The revenue received in lieu of transferring an IPR
- m) IASST members - means faculty, students, researchers, regular & temporary employees

- n) IPR of IASST - All the IPR generated by the IASST members irrespective of the ownership rights of the IPR, shall be included under the IPR of IASST.
- o) The words 'Patent', 'Copyright', 'Industrial Design', 'Geographical Indicator', in context of this IPR policy shall mean the same as defined under the respective statutes of the Government of India, and its subsequent amendments.
- p) ISVEC - IASST Social Venture & Entrepreneurship Consortium.

4. Management of the IPR Policy:

4.1 There shall be an IPR Management Cell, henceforth referred to as IPRMC.

4.2 Role of IPRMC:

- a) The IPRMC shall empanel up to 4 patent attorneys, from different fields of expertise.
- b) The IPRMC shall assist IASST to manage its IP, provide services for IP patenting, copyright and licensing.
- c) IPRMC will assist the institute to file patent applications in India/abroad and execute other documents; execute license and material transfer agreements; enter into confidentiality and non-disclosure agreements, and execute other documents related to IP and confidentiality/non-disclosure agreement.
- d) The IPRMC will handle IPR related issues such as copyright for publications, software, etc.
- e) IPRMC shall act as a custodian of IPR related documents.
- f) IPRMC shall develop procedures and operating manuals under this policy.
- g) IPRMC shall promote awareness about the IP.
- h) IPRMC shall take care of renewal of IPR protections of IPR of IASST.
- i) IPRMC shall ensure distribution of the proceeds of IP transfer among the stake holders, as per the agreement among the creators.
- j) IPRMC shall update the creator(s) regarding developments in their IP
- k) IPRMC shall update this IPR policy, in accordance with necessities and changes in statutory frameworks
- l) IPRMC shall coordinate with ISVEC and encourage the IASST members to transfer their intellectual outputs to society by forming commercial enterprises, under "IASST Member Entrepreneurship Policy".

4.3 Organization of IPRMC:

Director, IASST shall be the Chairperson of IPRMC. IPRMC shall have bicameral structure, including Executive Committee and Operational Committee. Members of both the committees shall be nominated by the Director, IASST. The structure shall be as follows –

Executive Committee

- i. Chairperson (Director, IASST)
- ii. Member secretary
- iii. 1 external expert
- iv. 4-5 members from the institute
- v. Minimum 1 attorney

Operational Committee

- i. Member secretary of IPRMC
- ii. 4-5 members from the institute

4.4 The Tenure of IPRMC members:

- i. IPRMC shall be a permanent body of IASST.
- ii. The tenure of the IPRMC members shall be for 3 years.

- iii. When a new team is nominated in the IPRMC, the old team of IPRMC shall duly handover charge to the new team, along with all the documents in its possession.
- iv. In case any member leaves IASST during the tenure, IPRMC shall co-opt another person, whose term shall be coterminous with the tenure of the team.

5. Ownership of the Intellectual Property Rights:

This policy abides by the relevant statutes of the Government of India and the relevant judgments by the courts of India, in recognition of the ownership of IPR.

For the situations, where relevant statutes are not available, the following rules shall be applicable in recognition of the owner of the IPR –

a) Inventions, Designs, Integrated Circuit Layouts and other Creative works

- 1) For any research activity carried out in IASST, except funded by any external agency or as provided under sub-clause 7 of this section, IASST shall be the owner of the IPR.
- 2) While applying any patent by the employee(s)/ personnel of IASST, IASST shall be the applicant and the inventor(s) must furnish all details pertaining to work address, contact details and other information deemed necessary by the competent authority.
- 3) Where any work is carried out through the funding of any third party, the IPR shall be owned as per the contract/ agreement/ MoU with the funding agency.
- 4) Where the IP is a result of collaborative works, the specific provisions under the contract/ agreement/ MoU related to the ownership of IP shall be applicable.
- 5) If an IP is generated 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, IASST shall own the IP.
- 6) If an IP is generated by personnel of IASST (students, technicians, assistants and other staffs) without the involvement of the faculty members of IASST with his/her own novel idea that can lead to an IP and that is not relevant to the project work, programme mandate or the objectives of the research under which he/she has been assigned and working with the faculty member, after due confirmation from the concerned faculty member the personnel can write to the competent authority of IASST as a confidential matter for prior permission, approval and assessment of feasibility of generating an IP out of it.
- 7) As mentioned above in sub-clause 1 of this section, the IP may be owned by the creator(s), in following cases –
 - i. The IP is a result of the personal endeavor of the creator(s), for development of which the creator(s) did not receive any material benefit / payments from or through IASST. For this purpose, the material benefit shall include laboratory equipments and consumables. Utilization of facilities such as normal computers, internet, library, and other such facilities, which are made available to the personnel of IASST for performing their normal duties, shall not constitute among the material benefit.
 - ii. In case IPRMC finds that an application does not merit a patent by IASST, then the creator shall be free to register and manage the IP protection, at his own cost.

b) Copyrights

- 1) The copyright of all such creations which qualify under Indian Copyright Act, shall be owned by the creator(s) of the original work, with the following exception –

A creation, which is result of sponsored / collaborative activity, the specific provisions pertaining to copyright (if any) in the agreement of such collaboration/ sponsorship, shall be applicable.

- 2) IASST shall own copyright of works including software, which has been developed using significant resources of IASST. However, the creator(s) shall have the right to use the material in her/ his professional capacity.

c) Trade Mark(s) / Service Mark(s):

Any trademark, service mark, created for IASST, shall be owned by IASST.

6. Protection of Intellectual Property:

6.1 For IP involving any regulated materials:

- a) If any IP involves regulated materials, the same has to be mentioned by the creator(s) to the IPRMC at the time of applying for IP Protection. The IPRMC shall seek suitable clearance from the appropriate authorities, before pursuing the protection of IP.
- b) The details of regulated materials are given in the Annexure 1 of this policy.

6.2 For Items where patent/ design protection is sought for:

IASST member(s) are required to submit Invention Disclosure Form (IDF) to the IPRMC, in all cases. The format of IDF is as per the given format (Annexure 3). The Secretary, IPRMC shall give a receipt (Annexure 4) for the IDF to the creator(s). The IPRMC shall notify the IDF inside the IASST for two weeks, to invite objections (Annexure 5) from any one, who may feel his / her name, is omitted from the list of stake holders, in the IP.

a) Where the generated IP is not a result of consultative/ collaborative / sponsored / contract project

- 1) In consultation with the creator(s), the IPRMC shall communicate with any patent attorney from the panel and ask to proceed for registering the creation with the relevant IPR authority.
- 2) The cost of securing the IPR, till the final grant stage shall be borne by IASST.

b) Where the generated IP is a result of consultative/ collaborative / sponsored / contract

- 1) If the generated IP is a result of collaborative / sponsored / contract work, the creator(s) shall have to submit an IDF along with the counter-signature of the authorized representative of collaborator / sponsor, along with a signed copy of the portion of contract/ MOU/ agreement which deals with IP in the contract.
- 2) IPRMC shall take decision about the way to proceed for securing the IP, after going through the provisions of the agreement/ contract MoU.

c) If the generated IP qualifies to be owned by the creator(s)

1. The creator(s) may request IPRMC for help in securing the IP, even if the IP falls under the clause 5.a.5 of this policy. If the creator(s) request so, IPRMC at its discretion, may assist the protection of IP, and may also sponsor the cost of securing IP.
2. The extent of share in the proceeds of IP transfer shall be negotiated between IPRMC & the creator(s).

6.3 For Copyright Protection:

If creator(s) want help in registering their copyright with the appropriate IP authorities, they must approach the IPRMC. IPRMC shall pursue the matter with the relevant authorities and the cost of registration shall be borne by the IASST.

6.4 For Protection of Soft IPR:

The soft intellectual properties can't be registered with any government organization, but can be transferred to third parties only under trust of confidentiality. The generation of Soft IP out of any Research Work shall be communicated to the IPRMC, by mentioning "Soft IPR / Trade Secret " , in the column of the "Description of Invention" in the Technical-Part of the IDF.

7. Renewal of IP protection:

Where IP protection requires periodic renewal, the IPRMC shall keep a track of the due dates for the renewals, and take necessary action at the appropriate time. For patents, IASST shall pay renewal charges for initial seven years. Subsequently, the IPRMC shall decide on continuation of renewal of protection, depending on its status of commercialization and after discussion with the creator(s). If IPRMC does not want to renew the protection, the creator(s) shall be free to continue renewal at their cost. In such an event, IPRMC shall transfer the ownership of the IP to the creator(s).

8. Transfer of IPR:

- a) IPR can be transferred by way of assignment or licensing. IPRMC working committee shall assist in transfer of IPR to third parties by execution of assignment / license agreement. The cost of registering the transfer agreements with the relevant authorities shall be borne by IASST or by the transferee.
- b) The creator(s) shall execute an agreement among themselves, and any other person whom they want to provide benefits. The agreement shall describe each of the intended beneficiary including IASST and their respective share among the share for creator(s), totaling to 100% until the DST has its own policy regarding sharing of benefits that arise out of IPs. If there is no such agreement then 60% share shall be retained by IASST, 25% shall be shared among the inventors as per IDF (part D) and 15% shall be taken for the institute's welfare fund. This process will also monitored by the IPRMC till the settlement. The above-mentioned benefit sharing policy shall remain applicable to all earnings by the institute's staffs and faculties that arise from consultancy services such as project consultancy or any other consultancy services.
- c) In case the IP does not fall under clause 5.a.7 of this policy, the agreement between the creator(s) and IASST shall also include the declaration of assignment of IP to IASST.
- d) These agreements shall be submitted to the patent office, to be entered into the register of interested persons.
- e) The creator(s) of IP has to approach IPRMC with specific proposal for assignment/ license agreements, after getting the prospective assignee/ licensee. If the IP has multiple co-owners, the IPRMC shall send notice to other co-owners, at their last known address, to know any objection about the proposed transfer.
- f) If there is no objection found IPRMC shall initiate process of execution of transfer of the concerned IP.
- g) The benefits against the transfer of the IP shall be distributed by the IPRMC among the co-creator(s) of the IP, as per clause 8.b.
- h) If any party requests for a licensing of the IPR, where IASST has any ownership, IPRMC shall decide on case to case basis.
- i) For the creations which are not subject matter of the clause 5.a.7, the transfer of Soft IPR, shall be executed by the IPRMC, by evolving strategies on case to case basis in joint meeting of the working committee of IPRMC and the creator(s).

9. Confidentiality of IP

- a) IPRMC shall provide the creator(s) a declaration of non-disclosure, along with the receipt of IDF.

documents shall be formally handed over by the outgoing secretary to the incumbent secretary. IPRMC shall maintain the following documents:-

- i. The IPR Policy and its all amendments / updating
- ii. The minutes of meetings of the IPRMC
- iii. File of IDF, submitted by the creator(s), along with all attachments
- iv. Register of IDF
- v. Papers of communication with the creators, patent attorneys and IPR authorities
- vi. The certificates related with the IP, issued by the IPR authorities.
- vii. Register of IP Transfer
- viii. All the files related to IP Transfer.

For the documentation purpose, separate file shall be maintained for each IP.

- b) All the documents of IPRMC shall be kept in lock in a separate closet, which shall be placed as per the direction of the Director, IASST.

11. Access Control of Information:

- a. The website of IASST shall have a section of 'Intellectual Property Management'.
- b. The Secretary, IPRMC shall be the contact person for all the communications with the creator(s). The name and contact details of the Secretary, IPRMC shall be made available in the 'Intellectual Property Management' section of the website of IASST.
- c. Where the information pertaining to any particular creation is to be communicated, IPRMC can use either physical or electronic means of communication.
- d. The accessibility of various documents/ information with IPRMC shall be as per the following -

	Documents	Access To
1	<ol style="list-style-type: none"> a. The updated version of the IPR policy of IASST b. The name and contact details of the Secretary, IPRMC c. The list of intellectual properties of IASST, along with the names of other co-owners, and the licensees, if any d. The certificates of grant of IPR 	Public
2	<ol style="list-style-type: none"> a. The Invention Disclosure Form b. No Objection Certificate c. The agreements between IASST and the inventor(s) d. The agreement among the inventor(s) and supporters for the benefit sharing e. File of communication with the creators, patent attorneys and IPR authorities for any creation f. The concerned file of IP transfers, where IASST has a material interest 	To the IPRMC & the concerned Creator(s)
3	<ol style="list-style-type: none"> a. The objections raised on patent application 	IPRMC, Creator(s), and the concerned opponent.
4	<ol style="list-style-type: none"> a. Minutes of meetings of IPRMC b. Papers related to empanelment of, and payments to, the patent attorney (s). 	IPRMC members, and any other person attending the meeting

12. Amendment to this Policy

- a. The Executive Committee of IPRMC shall be authorized to amend the IPR policy of IASST. However, the various forms may be created and amended by the Operational Committee of the IPRMC, as per requirement.
- b. Wherever this policy uses an Act/ rule/ notifications etc, issued by any other statutory/ constitutional body, as a source of reference, the relevant provisions of this IPR Policy shall be deemed to have been updated/ amended as per any updation/ amendment of the source of reference, even prior to formal amendment of this policy by the IPRMC.
- c. Except as provided above in clause 12.b, no amendment of this policy shall be made retrospective effect in a way which shall put the creator(s) at disadvantage.

13. Annexure:

The following documents shall form an integral part of this IPR policy. The words used in the annexure are used with the meaning and context in this IPR policy.

1. Details of IP involving regulated Items under statutes
2. Share of interest of IASST
3. Invention Disclosure Form (IDF)
4. Format of IDF receipt & Non Disclosure Declaration by IPRMC
5. Notice Inviting Objection on Intellectual Property Protection

Details of IP involving regulated materials:

1. Involving Biological Resources

- a. For IP or patents involving "biological resources" as described under the Biological Diversity Act (BDA), and its amendments or the rules/ notifications/ regulations framed thereunder, the creator will have to declare this fact in the IDF and any application related with commercialization of the IP.
- b. IPRMC shall disclose the details of bio-resources to the empanelled patent agent for getting clearance from the National Bio-Diversity Authority of India. The task of IP protection / transfer shall be taken up after the necessary clearance from the relevant statutory authority.

2. Inventions Related with Atomic Energy

- a. If the creator(s) believe that the invention may fall under the clause 4 of Indian Patent Act, 1970 and may attract the ' special provision as to inventions' under 'The Atomic Energy Act, 1962' -clause 20, or any clause/ rules/ notifications/regulations framed thereunder, the creator(s) have to inform that in the Invention Disclosure Form.
- b. When an invention is deemed to be related with atomic energy, IPRMC shall seek permission from the relevant authorities of central government, before further proceeding for IPR protection.

Share of Interest of IASST in proceeds of IPR commercialization

1. In cases not falling under clause 5.a.7, when IASST earns through commercialization of any IP, the creator(s) shall execute an agreement among themselves, and any other person whom they want to provide benefits. The agreement shall describe each of the intended beneficiary including IASST and their respective share among the share for creator(s), totaling to 100% until the DST has its own policy regarding sharing of benefits that arise out of IPs. If there is no such agreement then 60% share shall be retained by IASST, 25% shall be shared among the inventors as declared in the IDF (part D) and 15% shall be taken for the institute's welfare fund as per clause 8.b. The above-mentioned benefit sharing policy shall remain applicable to all earnings by the institute's staffs and faculties that arise from consultancy services such as project consultancy or any other consultancy services.

Invention Disclosure Form (IDF)

Each IDF shall have an IDF Serial Number, which shall be assigned by the IPRMC at the time of receipt.
IDF has 4 parts -

- a) Part A- Administrative
- b) Part B- About creator(s)
- c) Part C- Technical
- e) Part D – Harvesting arrangements

Part A: Administrative

IDF Sr/No: _____

1. Date of IDF Submission:

2. Title of Invention :

3. Field of Invention:

4. Place of Invention:

5. a) Source of Fund:

b) Name of collaborating organization(s), if any :

c) Was the work conducted under external sponsorship : Yes/ No

If Yes to the above, then the relevant clause number for IPR in the MoU/MoA/Contract/Grant order (Also, please provide a copy of the document having the relevant clause) -

6. Are any bio-resources involved in the invention? : Yes / No

(Please see National Biodiversity Act 2002 including its updates, and rules made thereunder).

a) If yes, to above then , mention details thereof :

7. General area of the patent application to be filed :

a) Is the invention related with atomic energy : Yes / No

(See Atomic Energy Act of India 1962, and its updates)

8. Does the invention claim exemption under clause 5.a.5 of the Policy: Yes / No

9. Do the Creator(s) expect transfer of the IPR as Soft IPR: Yes/ No

Invention Disclosure Form: Part B

Details of the Creator(s)

1) Name: _____
Designation: _____
Department: _____
Address: _____
Email-Id(s): _____
Phone Number(s): _____
Name of the Supervisor/ Guide: _____
(if designation is student)

2) Name: _____
Designation: _____
Department: _____
Address: _____
Email-Id(s): _____
Phone Number(s): _____
Name of the Supervisor/ Guide: _____
(if designation is student)

- 1. Field of Invention (Scope):
- 2. Background (Prior Art):
- 3. Defects in background:
- 4. Suggestions to remove defects:
- 5. Object of Invention:
- 6. Statement of Invention:
- 7. Description of Invention:

8. Comparative Statements:

	Prior Art Process	Improvement of the Process
1.Efficiency		
2.Cost		
3.Ease		
4.Environment Protection		

- 9. Claims:
- 10. Market Potential (Prospective Users):

Invention Disclosure Form: Part D – Invention Harvesting

1. Proposed Name(s) of Applicant(s) :

Sl No	Name of the person/ Organization	Affiliated with (if any)	Address	Email id (s)	Ph. No(s)

2. Share of inventors in the proceeds of commercialization –

Sl No	Name of the person/ Organization	Affiliated with (if any)	Address	Email id (s)	Ph. No(s)	% share in proceeds	Signature

Inventor Signature Date

Inventor Signature Date

Inventor Signature Date

Inventor Signature Date

Inventor Signature Date

Inventor Signature Date

Inventor Signature Date

Acknowledge of Receipt of IDF

(To be issued by IPRMC)

IDF number: _____ IDF Date: _____

Submitted By: _____ Received On date: _____

Received By: _____

It is certified that IPR management cell (IPRMC) of IASST, Guwahati has received the above Invention Disclosure from the inventor(s) as mentioned above.

IPRMC takes the responsibility to pursue protection of the intellectual property, as per the IPR Policy of IASST, while maintaining confidentiality of this invention. IPRMC further confirms that it shall keep the inventor(s) updated about any development related protection / transfer of this intellectual property. IPRMC also assures that it shall not process any other IDF, for any invention which is related to this invention, without sending notice to the inventor(s) of this IDF.

Signature of Secretary, IPRMC _____

Date:

Name:

Email- id:

Notice Inviting Objection on Intellectual Property Protection

Intellectual Property Rights Management Cell (IPRMC), IASST, Guwahati has received an Invention Disclosure Form (IDF) as per the following:

IDF Number:

IDF Date:

Invention Title:

Invention summary:

Name of the inventor(s):

If any one finds any anomaly in this IDF, may inform to the secretary, IPRMC via email, with a copy marked to the Director, IASST.

In case no adverse information is received within date _____ < 15 days > _____, the IPRMC shall proceed to the next step of protecting the Intellectual Property Rights for this Invention.

Signature:

(Name)

Secretary, IPR Management Cell, IASST, Guwahati

Ph. No:

Email Id: