

INTELLECTUAL PROPERTY RIGHTS POLICY OF INTELLECTUAL PROPERTY CELL – v4

**SARVAJANIK COLLEGE OF ENGINEERING &
TECHNOLOGY, SURAT – 395001, GUJARAT (INDIA)**

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1. VISION

To cultivate and advance a thriving innovation environment at Sarvajanik College of Engineering & Technology, Surat (hereinafter referred to as SCET) and formulate a comprehensive Intellectual Property Rights (hereinafter referred to as IPR) policy that fosters and protects innovation, and encourages a culture of respect for intellectual property across all fields.

2. MISSION

1. To promote academic freedom and implement a robust framework for the effective protection of intellectual property within SCET.
2. Raise awareness among stakeholders about the importance of intellectual property rights and their role.
3. Ensure fair access to intellectual property for all stakeholders while upholding the principles of ethical practices.
4. Monitor and evaluate the effectiveness of the IPR policy regularly, making adjustments as necessary to align with the dynamic nature of the IPR landscape.
5. To lay down a transparent administration system for the ownership and control of intellectual properties and sharing of the revenues generated and owned by **SU Group of Institutions**.

3. PREAMBLE

SCET is an academic Institute dedicated to excellence in teaching and research. Its activities, centered on faculty/students/project staff/ supporting staff/visitors are based on knowledge and intellectual exercise. SCET aims to be an eminent institute in the country that nurtures new ideas and innovations in technology and science to create an environment where in new ideas, research and scholarship flourish and the future leaders and innovators emerge. In order to fulfill this aim, SCET, has taken the initiative to promote innovations and facilitate protection of Intellectual Property generated at the Institute.

Towards this goal, an Intellectual Property Rights Policy for SCET has been formulated. This Intellectual Property Rights policy recognizes the importance of fostering a culture of innovation and creativity among its faculty, students, and staff. This Intellectual Property Rights Policy is established to define the principles and guidelines governing the creation, ownership, protection, and use of intellectual property within SCET. At the same time, it motivates the faculty, students and researchers of SCET to initiate technology transfer using the intellectual property rights gained over a novel technology. In alignment with the Vision and Mission of SCET, the policy favors

outreach of the novel technologies developed at SCET. Parties engaged in creations of original and innovative work at SCET include faculty, staff and other employees, including staff working on various projects, registered students of SCET, students from other institutions personnel from other organizations or any other individuals working in SCET. This policy also aims to set forth guidelines for ownership of IP developed at SCET by SCET personnel and non SCET personnel working in association with SCET and its commercialization.

The aim of the IP Policy is to sustain and grow creativity in an ethical environment in SCET 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.

4. INTELLECTUAL PROPERTY OWNERSHIP

The IP policy is applicable to all SCET personnel and covers different classes of Intellectual Property such as Patent, Copyright, Trade Mark / Service Mark, Industrial Design, Trade Secret, Confidential Information and Integrated Circuits Layout.

Intellectual property of any kind created by faculty, students, staff, project staff, visitors and others, such as trainees from other institutes, participating in SCET programs or using SCET funds or facilities, are owned by SCET.

4.1 SCET Ownership

PATENTS:

Ownership of Patent:

- i. SCET shall be the owner, with the creators specially stated as inventors for all the intellectual property inventions, software designs and specimens created by the creators who include faculty members, research scholars, students and those who make use of the resources of SCET if the intellectual property was created with the significant use of funds or facilities administered by SCET
- ii. The Inventions created by SCET personnel, without using SCET resources and created outside their assigned/normal duties/areas of research /teaching shall be owned by the creators and the revenue generated out of such creations shall be shared in the ratio of 75:25 between the inventor and SCET respectively.
- iii. If the patent has emerged as a result of an Institutional/Industrial consultancy, the concerned industries and SCET shall own the Patent. This however will not apply to those Patent that are

covered under specific MoU's where the action shall be carried out as per the provisions of the MoU's.

- iv. If the Patent is a result of funds sponsored by an outside agency, then the ownership of the Patent will be shared between SCET and the sponsoring agency on case by case basis, as per MoU/Agreement/Undertaking between SCET and the outside agency.

COPYRIGHTS:

Ownership of the copyright:

- i. SCET shall be the owner of all copyright works including software and all connected teaching materials designed and developed by employees of SCET created for SCET specific students/ internal curriculum development.
- ii. Further, SCET shall also be the owner of copyrights of works produced, including software and all teaching materials developed by persons not directly associated with SCET, provided SCET has made its contribution in the form of any of the resources.
- iii. A copy of ME/PhD thesis works submitted to SCET may be forwarded to IP CELL, and IP CELL shall attempt to explore the patentable rights if any in such theses by constituting suitable committees consisting of experts.
- iv. The ownership of copyright by SCET will in no way deprive the claims of the creator/author to publish his/her contribution in a scholarly and intellectual way and they have authority to improve, publish and propagate their works.
- v. A computer software may be copyrighted depending upon the content. A copyright software may be distributed for research and teaching purposes by its creator after obtaining appropriate undertaking to the effect that it will not be used for commercial purpose nor will it be transferred to any other party without explicit permission of SCET.

4.2 Inventor/Author Ownership

- 1. Inventors/Authors will own intellectual property when
 - a) None of the situation defined above for SCET 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 SCET to the authority.

2. Students will own copyright on thesis/dissertation created as a part of their academic programs. However, the student must grant to SCET 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.
3. Ownership of software code, patentable subject matter and other intellectual property contained in the theses/reports are subject to conditions specified under SCET-ownership and Inventor/Author ownership.

4.1 Third Party Ownership

1. Ownership of intellectual property resulting from:
 - a) Funds provided partially or fully by a third-party to SCET will be governed by specific provisions in the contract between the third-party and SCET.
 - b) Exchange programs between SCET and other institutions will be governed by specific provisions in the contract between the third-party and SCET.
 - c) In case no such specific contract exists. SCET's IPR policy will be applied.
2. In cases of all IP produced at SCET, SCET 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 SCET.
3. In cases where an IP is created by SCET personnel, fully or as a part of the team, during deputation, official leave, or sabbatical, the concerned SCET personnel should officially communicate the IP to SCET. If the IP involves ideas/software developed, fully or in part, using significant SCET resources, then the IP will also be owned by SCET fully or partially, as the case may be.

4.2 Ownership Exemption:

The possibility of exemption to ownership is given in the following cases and SCET reserves the right to revise these exemptions on a case to case basis.

1. If the inventor / creator is not related with SCET.
2. If the inventor / creator has not used significant resources of SCET. The inventor(s) / creator(s) are to submit the lack of using significant resources (as described in Annexure 2) for exemption purposes.
3. If SCET is not interested to take forward the disclosed invention / creation towards IP protection or

through prior specific agreement.

4.3 Trade and Service Marks

Trade and service marks related to goods and services involving SCET will be owned by SCET. Use of SCET's name through trademark makes users obligated to certain standards and accountability.

4.4 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 SCET, the inventors will be required to disclose their IP to the IPAC (Intellectual Property Assessment Committee) at the earliest date using an IPDF (Intellectual Property Disclosure Form) (enclosed herewith) .
3. The inventor shall assign the rights of the disclosed IP to SCET 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.
4. Having made the disclosure, the inventors, both SCET and non-SCET personnel, shall maintain confidentiality of the IP during the period it is pending with SCET for the assessment of the possibility of commercialization and protection of IP, unless authorized in writing by SCET.

5. EVALUATION OF IP

1. Evaluation of IP shall be done by the IPAC (Intellectual Property Assessment Committee). Evaluation of Intellectual Property will be done by the IPAC constituted by Dean (R&D) consisting of Principal, SCET, as Chairman, Dean/Associate Dean (R&D) and at least two 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&D) to be part of IPAC. 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 possibility for commercialization.

2. After evaluation of IP, if SCET 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.
3. Even in such cases, as in (2), SCET may take the responsibility of facilitating protection of the IP on case by case basis.
4. A decision on the annual renewal of IP rights will be taken by the IPAC. If SCET decides not to renew the IP, fully or partially, then it will assign the rights of the IP, wherever relevant, to the “inventors.”
5. Development of IPR can be taken up by the Institute for the past work (Research Development and Consultancy) carried out from resources used from SCET. 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.

5.1 Maintenance of IP:

1. For the inventions developed at SCET and the inventors who wish to protect the invention, it is mandatory that the creator has to disclose the creative work by using an **Invention Disclosure Form (IDF)**. The inventors shall assign the rights of the disclosed invention to SCET. All IP related information that is disclosed to SCET is confidential.
2. Confidentiality shall be maintained till the dates stipulated in the contract between the concerned parties. Once the IPR is ensured, the inventor/creator is encouraged to publish the work in the interest of general public.

6 OBTAINING IP RIGHTS

Based on the evaluation, if SCET opts to protect the creative work, it shall provide an IPR Advisory/Patent Attorney for drafting the IP application as appropriate. SCET 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. SCET shall bear all costs of drafting and filing an Indian IP application. If SCET chooses

to file IP applications in other countries, then it shall bear the cost of application and other associated costs. SCET shall be free to enter into agreements with overseas institutions for protection and licensing of the IP.

7. COMMERCIALIZATION

1. SCET 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 inventors 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 SCET is not able to commercialize the IP in a reasonable time then the inventor(s) may approach SCET for assignment of rights of the invention(s) to them.
4. SCET can use the IP rights for teaching and research purpose irrespective of commercial deal.

8. REVENUE SHARING

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

Net earnings	Inventor(s) Share	SCET Share	Service Account *
Upto 50 lakhs	75%	20%	05%
>50 Lakhs	50%	40%	10%

* Money may be used for the promotion and upgradation of the invention. Unused funds from the serviceaccount will be used for promotion of commercialization, IP protection and any other related activities.

9. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY INSURANCE

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

10. CONFLICT OF INTEREST

All inventors are responsible for compliance with government rules and SCET's policies and ordinances related to development and use of IP generated. In all activities arising out of implementation of IPR policy of the Institute, all faculty members/inventors are expected to avoid potential and mutual conflicts 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.

11. DISPUTE RESOLUTION

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

12. JURISDICTION

All the Conflicts and litigations shall be governed by and construed in accordance with the laws of India without giving effect to any choice or conflict of law provision or rule.

SCET will retain the right to engage or not; in any litigation concerning patents and license infringements. Inventor should keep a laboratory notebook in which they keep records of their work. Descriptions of discoveries should be signed, dated, and if possible witnessed.

13. ROLE OF IP CELL

The current role of IP Cell includes the following, which may be revised from time to time

1. To evaluate the possibility of patenting the research in coordination with Dean R&D, IPAC and R&D members.
2. To process and manage IP registrations.
3. Regularly review IP cases (filed/granted applications) for maintenance / discontinuation.
4. To coordinate with the inventor (s) to proactively identify third parties for development and commercialization of IP.
5. Custody of all IPR related documents
6. Organization of IP awareness programs at SCET.

Nomenclature

IP Intellectual property

SCET Sarvajanic College of Engineering & Technology,

SuratIPAC Intellectual Property Assessment 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 SCET, Surat.
- 7) “Dean, R&D” means the Dean of Research & Development of SCET, Surat.
- 8) “Design Registration” Registration of the novel non-functional features such as shape, orornamentation of a product.
- 9) “Faculty” means regular teaching staff of SCET.
- 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-SCET Personnel” includes individuals who are not an employee of SCET.
- 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 SCET Resources” is any usage of SCET’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 SCET.
- 26) “SCET Personnel” means an employee of SCET.

IPR Cell Members:

No.	Particulars	Name of a member
1	Chairperson	<u>Dr. Nirali Nanavati</u>, CO Dept, SCET
2	Member	<u>Dr. Manisha Vashi</u>, Civil Dept, SCET <u>Dr. Vandana Shah</u>, EC Dept, SCET

ANNEXURE I

SARVAJANIK COLLEGE OF ENGINEERING & TECHNOLOGY, SURAT

Intellectual Property Disclosure Form

1. Title of Invention: <i>(Title should be simple and self-explanatory)</i>				
2. Disclosers/Inventors				
	Full Legal Name	Title (e.g. "Professor/student")	Department	Semester
A				
B				
C				
D				
E				
3. Contact Information:				
	Name	Email	Phone	
4. Furnish following details in extra sheet				
1 Abstract of Invention: (in 500 Words)				
2 Current State of Art: (Clear and short description): Should include drawbacks in existing technology & how it can be solved by your invention				
3 Novelty part of your invention: (Clear and short description): What are the advantages of the present invention over the comparable inventions? Has the invention been tested experimentally? Are experimental data available? In addition include Possible uses/application areas Possible end-users. Potential Marketability				
4 Detailed Description of Invention: Describe the invention, include figure if required .				
5 Status of Invention: Just Idea/Working in Lab/About to complete/Developed fully/Commercialized/Other				
6 Publication (Give Full Citation if Published) : Yes / No Publication includes article, presentation, exhibition or any other public anticipation				

5. Approved By Principal:					
Printed Name:		Signature:		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 SCET, Surat, herein after referred to as Institute with address at Sarvajanic College of Engg. & Technology, Athwalines, Surat–395001, Gujarat, India, and that SCET, 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 prosecutor as per laws that may be in force at the time.

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

Name:

Address:

ANNEXURE 2

(Defining parties concerned and significant usage)

In addition to faculty and staff (including project staff), the provisions of the Institute's IP policy will extend to all students, research scholars and postdoctoral fellows, non-employees who participate or intend to participate in research projects at SCET (including visiting faculty, industry personnel, visiting students, fellows, etc.) either in a direct or indirect relationship with SCET or through any related activity.

Use of library facilities, internet connectivity, and occasional use of office equipment and office staff will not be considered "significant use" of Institute facilities and equipment. In addition, the following are accepted as no significant usage of Institute resources:

The inventor does not use any Institute provided funds or Institute administered funds in connection with the activity resulting in generation of IP.

Prior disclosure by the inventors of any intellectual property that closely resembles a specific research project at the Institute, together with an explanation that such intellectual property did not arise through use of Institute resources.

The Institute requires the individual to provide supporting documentation towards the claim of no significant use of the Institute resources and reserves the right to grant appropriate waivers. It is to be noted that in the event of further development or modifications to an earlier individual work by making significant use of SCET facilities, resources and related funding, SCET may assert further rights in accordance with its IP policies.

Access to facilities for external registered students is limited to their related research and is bound by the IP policy of SCET.