



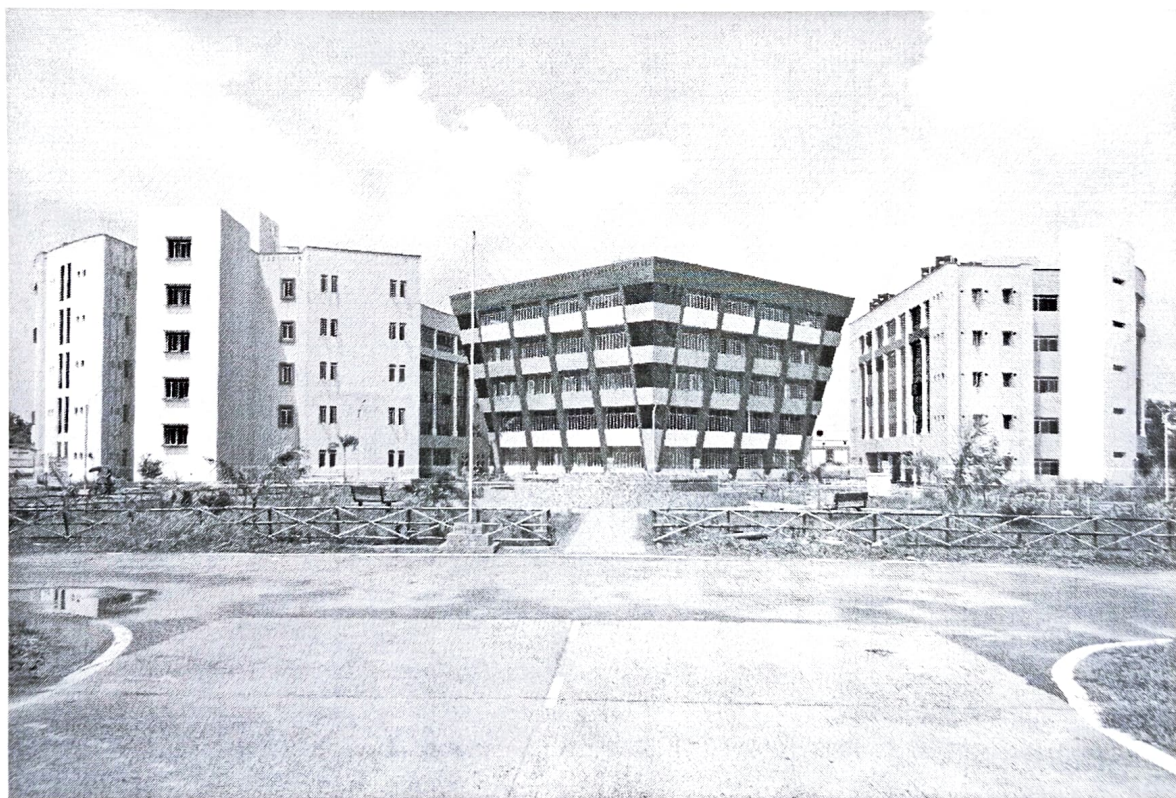
## Maulana Abul Kalam Azad University of Technology, WB.

(Formerly WEST BENGAL UNIVERSITY OF TECHNOLOGY)

Main Campus: NH 12, Haringhata, Post Office - Simhat, Police Station - Haringhata, Pin - 741249

City Campus: BF-142, Sector -I, Salt Lake, Kolkata -700 064

### Intellectual Property Right Policy



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## 1. Preamble

Maulana Abul Kalam Azad University of Technology (MAKAUT), formerly West Bengal University of Technology, is a state owned University of Government of West Bengal, under the administrative control of the Department of Higher Education, Govt. of West Bengal. The University provides affiliation to more than 200 Colleges spread throughout the state offering undergraduate, post graduate and PhD programs in Engineering & Technology, Pharmacy, Architecture, Management, Applied Sciences and various professional courses. More than 150000 students appear in the University examinations every semester. The University produces a large nos. of trained manpower every year in the form of more than 30,000 graduate students. Apart from the city office in Salt Lake, the University has 40 acre campus in Haringhata, Nadia, W.B, replete with multiple academic blocks, well-furnished laboratories, well-stocked library, smart classrooms, administrative building, Boys' and Girls' Hostels, The University inculcate the spirit of Innovation & Entrepreneurship (I&E) amongst the students, innovators and entrepreneurs, encourage and support innovative ideas, start- up creation through incubation.

The University has large pool of talented students, senior faculties (PhD scholars), very good industry connect including successful entrepreneurs and MSME clusters in the state.

With the goal of promoting innovation, Incubation and entrepreneurship, the University is putting enhanced emphasis and aligning its program with national priorities in supporting the innovation, Incubation and entrepreneurship ecosystem in the state as well as in the country.

Over the past two decades the University has dedicated itself in providing the technical manpower and know-how with a mission of remaining one of the leading centres of promoting teaching, research and innovation in Engineering and Technology through total commitment to excellence in every endeavour. The pace of modern science & Technology resulting in new and useful inventions, initiated a need for a central policy in determining the course of creation, protection and commercialization of intellectual property of the University

## 2. Objective of this IP Policy

MAKAUT recognises that Intellectual property plays an important role in building invention and innovation environment in the Institute. The development of intangible assets such as knowhow, inventions, brands, designs and other creative and innovative products are, often more valuable than its physical assets.

Keeping this in mind, this Intellectual Property Rights Policy Document of the University seeks to provide guidance to academic and non-academic staff, students, scholars, and outside agencies on the practices and the rules of the Institute regarding intellectual property rights (IPR) and obligations which include the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements.







The University has an Intellectual Property Right (IPR) Cell to encourage creation and protection of intellectual property in the Institute.

**The primary Objectives of this IPR Policy is:**

- a. To generate awareness and impart knowledge about IPR to the Students, Researchers, Faculties and other stake holders of the University.
- b. To promote more research and innovation within University through an effective IP Management approach.
- c. To provide more freedom and autonomy to researchers for IP creation and management leading to innovation and entrepreneurship.
- d. To implement a system for assessing the ownership and assignment of Intellectual Property.
- e. To encourage and facilitate the Students, Researchers, Faculties and other stake holders of the University to obtain IPs.
- f. To promote more collaboration between the academia and industry through IP ownership and IP licensing
- g. To explore commercialization of the IPs owned by the University.
- h. To promote bilateral and/or multilateral agreements for technology transfer methodologies for the IPs created in the University.
- i. To promote intra/inter academia research collaboration.
- j. To protect the interest of all stake holders by ensuring that the benefits of such intellectual property accrued to the public, to the inventor, to the university and to the sponsors of specific research projects in varying degree of protection, monetary return and recognition, as circumstances justify.
- k. To establish guidelines regarding sharing of revenue from IPs, between the inventors and the University.
- l. To ensure better and equitable access to results from publicly-funded research through broader dissemination of knowledge.
- m. To ensure more optimal utilisation of results obtained from publicly-funded research through better diffusion of knowledge.

**3. Scope of this IP Policy**

- a. The scope of this IP Policy covers the ownership of IP and allocation of IP Rights under different conditions.
- b. Commercialisation and benefits sharing
- c. Sharing of cost related to IP Protections
- d. Use of University Trademarks.
- e. Sharing of IP Rights by the University
- f. Dealing with IP Rights owned by Third Parties.
- g. Use of copyrighted materials
- h. Organisational measures for IP Protection.

**4. Applicability**

This IP Policy, applies to all faculty-members, employees (regular or contractual), Researchers and students of MAKAUT. Every member of the academic community, student, non-teaching and teaching staff alike, must be aware of their own rights and





to respect the rights of others pertaining to intellectual property. Any special case can be dealt with by IPR Cell with due approval of Vice Chancellor, MAKAUT.

## 5. Guidelines

This IP Policy is to be followed in all matters related to IPR at MAKAUT. In view of the evolving nature of the IP scenario, this policy may be modified from time to time to suit the emerging needs, or on a case to case basis. The IPR Cell will address such specified cases by using this IP policy document as the guidelines. IPR Cell of MAKAUT would be responsible for processing all IPR related matters, viz., any intellectual property generated out of any intellectual effort.

## 6. Ownership of IP and Allocation of IP Rights

### 6A. Types of Support for Research

Ownership rights over IP generated in a university can vary with the source of funding and resources used for the research that generated the IP. Hence, it is important to understand the different contexts in which IP may be generated within the university. Some of the important contexts in which university produces IP are:

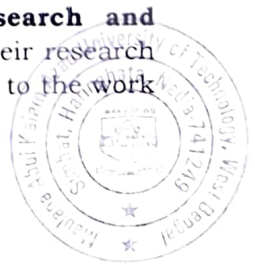
- I. Research undertaken by a researcher in the normal course of his/her appointment/engagement with the University, using substantial support from the University (this would also include research projects/ dissertations/ theses undertaken by students under the supervision of a faculty member).
- II. Research undertaken by a researcher in the normal course of his/her appointment/engagement with the university, using incidental support from the University.
- III. Research undertaken by a researcher with substantial support from an external partner.

### 6B. Ownership and Allocation of IP

The ownership rights on IP may vary according to the contexts in which the concerned IP was generated. This IPR Policy recommends a three-tier classification in this regard. i.e., IP generated from research conducted with substantial support from the university, with incidental support from the university and IP generated from research conducted with substantial support from an external partner. The IPR Policy recommends the following approaches for these three categories:

#### 6B.1. IP generated from research conducted with 'substantial support from the university'

i. Copyright in scholarly and academic works generated with substantial support from the university, including books, articles, student projects/dissertations/ theses, lecture notes, and audio or visual aids for giving lectures, **shall ordinarily be vested with the researcher. However the university shall have a non-exclusive, royalty-free, irrevocable, and worldwide license to use the IP for research and educational purposes.** Researcher shall not disclose any outcome of their research work before filing of IP application with appropriate IP Office with regard to the work





having potential to be protected by patents and other IP where novelty is the prerequisite.

ii. Copyright in films, plays, and musical works, which are created by the researchers with substantial support from the University shall vest with the university. However, in the event of commercialisation of these outputs, the revenue shall be shared with the researcher at a ratio fixed by the IPR Cell.

iii. Copyright in any lecture videos or Massive Open Online Courses (MOOCs) produced with substantial support from the university shall vest with the university. However, the researcher shall have a non-exclusive, royalty free, irrevocable, and worldwide license to use such works for teaching and research purposes by the researcher.

iv. Copyright in any institutional materials including, but not limited to, course syllabi, curricula, exam questions, exam instructions, and papers/ reports specifically commissioned by the university shall vest with the university.

v. The ownership rights over any other form of IP generated with substantial support from the university including but not limited to software, patentable and non-patentable inventions, know-how, designs, plant varieties, and integrated circuits shall vest with the university. However, in the event of commercialisation of such IP, the university may engage in benefit sharing as suggested in Commercialisation and Benefit Policy of this document.

#### **6B.2. IP generated from research conducted with ‘incidental support from the university’**

i. **Subject to the exceptions provided below, copyright in scholarly, academic and artistic works generated by the researcher with only incidental support from the university including books, articles, lecture notes, Open Science - Open Innovation audio or visual aids for giving lectures, films, plays, and musical works shall vest with the researchers.** Researcher shall not disclose any outcome of their research work, particularly in the fields of science and technology, before filing of IP application with appropriate IP Office with regard to the work having potential to be protected by patents and other IP where novelty is the prerequisite.

ii. Copyright in any institutional materials including course syllabi, curricula, exam questions, exam instructions, and papers/ reports specifically commissioned by the university shall vest with the university.

iii. **The ownership rights over any other form of IP generated with incidental support from the university, including software, patentable and non-patentable inventions, know-how, designs, plant varieties, and integrated circuits, shall vest with the university.**





**6B.3.IP generated from research conducted with ‘substantial support from external partners’**

- i. **With regard to research conducted with substantial support from external partners, ownership of IP shall be determined as per the terms and conditions in the agreement signed between the concerned parties.** In the absence of a specific clause in the agreement between the university and the external partner who is providing substantial support with regard to copyright in scholarly and academic works generated from such research produced with substantial support from the external partner, university and external partner shall resolve the issue of relinquishing copyrights in favour of researcher. **However, the researcher shall grant the university and the funding agency, as the case may be, a non-exclusive, royalty-free, irrevocable, and worldwide license to use the work for any purpose including, sharing it through open access repositories.**
- ii. **In the absence of a specific agreement between the university and the external partner who is providing substantial support for research, copyright in films, plays, and musical works, which are created by the researchers with substantial support from the external partner; university and external partner shall resolve the issue of joint ownership of copyright for sharing the benefits in the proportion of their relative contribution, i.e. the university and external partner.** However, in the event of commercialisation of these research outputs, the revenue shall be shared with the researcher/ external partner (as the case may) as per the IPR Policy.
- iii. In the absence of a specific agreement between the university and the external partner who is providing substantial support for research, copyright in any lecture videos or Massive Open Online Courses (MOOCs) produced with substantial support from the external partner university and external partner shall resolve the issue of joint ownership of copyright for sharing the benefits in the proportion of their relative contribution, i.e. the university and external partner. **In the absence of a specific agreement between the university and the external partner who is providing substantial support for research, any form of IP other than copyright, i.e. patentable and non-patentable inventions, know-how, designs, plant varieties, integrated circuits etc. shall vest with the University.**
- iv. University shall ensure through specific agreement with external partner **that the copyright in any institutional materials including, course syllabi, curricula, and papers/ reports prepared under the specific instructions of the university shall vest with the university.**

**6C. Disclosures and Confidentiality**

- i. For sponsored and/or collaborative work, the provisions of the contract pertaining to disclosure of IP are applied.
- ii. For all other IP produced at MAKAUT, the inventors will be required to disclose their IP to the IPR Cell at the earliest date using an Invention/Innovation Disclosure (ID) Form.
- iii. In case the inventor is leaving MAKAUT due to superannuation or other reasons, he/ she shall assign the rights of the disclosed IP to MAKAUT before





leaving the Institute and this is a mandatory requirement for obtaining no due certificate. He/ she shall agree to the terms and conditions for the sharing of any financial benefits that may accrue by the Institute by commercialization of such IP.

- iv. Having made the disclosure, the inventors, both MAKAUT and non-MAKAUT personnel, shall maintain confidentiality of the IP during the period when efforts are made for protecting and commercialization of the IP, unless authorized in writing by MAKAUT.
- v. Non-disclosure agreement (NDA) should be executed between MAKAUT and Inventor(s) before submission of Invention/Innovation Disclosure (ID) Form.

#### 6D. Agreement

All agreements related to IP between Inventors /Authors and MAKAUT need to be routed through IPR Cell for approval of V.C- MAKAUT. The Registrar, MAKAUT, will be the authorized signatory in all categories of agreements related to IP.

### 7. Commercialisation and Benefit Sharing

#### 7A. Types of IP Licensing and Assignment

Licensing and assignment of IPRs to a third party are generally the most common modes of IP transfer that can lead towards commercialisation of IP. While both licensing and assignment involves giving certain rights to another party, the key difference is that assignment involves transfer of ownership, while licensing is limited to permitting certain uses.

In general, it is recommended that the universities and researchers should try to use licensing mode only, so that ownership rights over IP can be retained without hampering the prospects of commercialisation. The mode of assignment to be used in exceptional circumstances, it is to be decided by the Vice Chancellor on recommendation of the IPR Cell. There are various types of licensing and they include:

- I. **Exclusive Licensing:** The licensor licenses the IP solely to one licensee. In other words, the licensee will be the only one authorised by the licensor to use and exploit the specific IP. It is usually in the interest of the university to refrain from giving exclusive licenses of the IP other than copyright. However, in exceptional circumstances it is to be decided by the Vice Chancellor on recommendation of the IPR Cell.
- II. **Non-exclusive Licensing:** The licensor is permitted to enter into agreements with more than one entity for use and exploitation of the IP. In other words, the same IP may be used by different licensees at the same time for the same purpose or for different purposes.
- III. **Sub-licensing:** This is applicable when a licensee wishes to further license the IP to another party/parties. Permissions pertaining to sub-licensing need to be clarified explicitly in the agreement between the universities/ researchers and licensee(s).







## 7B. Licensing Agreements and Revenue Sharing

### 7B.1. Research Outputs Generated as a Result of Substantial Support by the University

- i. The universities are free to enter into revenue sharing agreements with the researchers, in cases of commercialisation of innovations, as per the advice of the IPR Cell. The details of revenue sharing may be decided, based on the type of IP and kind of commercialisation. **The university and researcher will have 60:40 ratio of revenue sharing, respectively.** In order to ensure early commercialisation and encourage the researcher to take active initiative for this purpose, the sharing of revenue will be 40:60 by the University and researcher respectively for the first five years from the date of filing of particular IP application.
- ii. In case the IP filing costs were not borne by the university, the researcher would be first reimbursed the costs incurred for filing of applications and maintenance of such IP, from any income accruing from the commercial exploitation of the IP. This is particularly relevant, as provisional patent applications may have to be filed by the innovators before any disclosure of the innovation and also in case of refusal of financial support for filing and maintenance of IP. Only the income beyond such costs needs to be shared with the university.
- iii. The researcher's share may continue to be paid, irrespective of whether or not the individual continues as a researcher at the university.
- iv. If more than one researcher is involved in the generation of IP, all the researchers who qualify for benefit sharing in that IP may sign at the time of filing the application (for example, at the time of filing of patent application), an agreement outlining the proposed distribution of any IP related earnings based on their contribution. The agreement should specify the proportional percentage of distribution of earnings from IP to each of the researchers. The researcher(s) may, at any time, by mutual consent, revise the distribution of IP earnings agreement, and the university may approve the revised agreement, subject to the advice of the IPR Cell.
- v. **With regard to the IP-related revenues earned by the university, 50% of the revenue may be used for creating the University's IP management fund. This fund may be utilized for any activity relating to commercialisation and maintenance of IPRs or obtaining IPRs in any other country, or for capacity building in the area of IP protection.** Further, 10% of the share may be paid to the university as administrative charges and 40% may be made available to the department concerned for the purchase of equipment or materials or for any other academic/research activity, including promotion of science and innovation.

### 7B.2. Research Outputs Generated as a Result of Incidental Support by the University

**The revenue sharing on any IP generated by using incidental support, between university and researcher will be in the ratio of 20:80 respectively.** It will be applicable to IP owned by University which is created with incidental support of the University.







### **7B.3. Research Outputs Generated as a Result of Substantial Support from External Partners**

i. The revenue sharing on any IP generated from a partnership between the university and external partners may be based on the agreement signed between the university and the external partner at the beginning of such collaborations. In absence of any prior agreement on revenue sharing, University and External partner shall hold discussion and resolve **revenue- sharing issue in line with proportional contribution in generating and protecting IP, ownership of IP and allocation of rights as per clause Sharing of Costs with regard to IP Protection.**

ii. In circumstances wherein the assignee or the licensee has not taken adequate steps for the commercialisation of the university-owned intellectual property, the university should consider revocation of the license and assign it to another party. For this, insertion of an appropriate clause in the initial license agreement between the University and the licensee about transfer and/or commercialisation of technology would be desirable.

### **7C. Limitation of liability**

All commercialisation agreements shall clearly mention that the university and its researchers are protected and indemnified from all liability arising from development and commercialisation of the IP.

## **8. Sharing of Costs with regard to IP Protection**

**With regard to the costs involved in IP protection, the following is recommended:**

**8A.** The expenses involved in obtaining and maintaining IP protection may be shared between the parties, depending on who owns the IP. If the university is the sole owner of IP, the costs of IP protection shall be borne by the university.

**i. In case the university refuses to incur expenditure in protecting IP, inventor will be allowed to file IP applications in the name of the university or in the joint name of researcher and university at their own costs. Under such circumstances, IP filing costs may be recouped as per the provisions relating to benefit sharing as per provision of Commercialisation and benefit sharing clause.**

**8B. If the IP ownership is shared with external partners, the costs for IP protection may be shared by both the parties, based on the terms and conditions provided in the agreement.** In absence of such prior arrangement cost shall be shared in proportion to the allocation of rights and benefits.

**8C. Any costs involved in the transfer of rights/ownership of the university-owned IP will be borne exclusively by the licensee, assignee or person acquiring such rights.**

## **9. Use of University Trademarks**

The University may allow the use of its name and trademarks (it includes name of university, university logo and any other trademark registered by the university) by third parties on following conditions:





**9A.** It will be used only in public interest:

**9B.** It will be used:

- I. in a responsible manner to create a product/process conforming to environmental safety and good manufacturing practices promoted by the Government of India, State Government and its regulatory bodies;
- II. in promoting truthful claims and information, i.e. not for misleading the society or users;
- III. without any liability on the university in case of misuse of trademark(s) or accidental damage accruing due to use of trademark(s).

## **10. Sharing of IP Rights by the University**

Subject to any associated agreements, as well as the conditions mentioned above, the University may allow researchers to be joint applicant in all IP protected by researchers at their cost if the University decides not to pursue the protection of IP within a period of nine months of sufficient disclosure by the researcher to the University. The University shall make all efforts to convey to the researcher the decision to pursue or not to pursue protection of IP, within a period of six months of sufficient disclosure by the researcher to the University, and the University shall cooperate with researcher in executing all relevant documents required in the process of filing, prosecution and maintenance of IP by researcher(s) at his/her/their own cost.

'Sufficient disclosure' means providing a detailed description of features essential for carrying out the invention, in order to render it apparent how to put the invention into practice to a person skilled in the art.

## **11. Limitation of IP Rights with regard to Certain Activities**

**11A.** Reservation of rights with regard to depositing of materials in repositories created by the University or the government

The university retain the rights to submit and share soft copies of all undergraduate/postgraduate/research related works (including, but not limited to projects/ dissertations/ theses) through any digital repository created by the University or the Government or any other regulatory body. In cases where the invention is patentable in nature, the researcher as well as the University may take necessary steps for filing patent application before submission of such research work such as dissertation, thesis etc. in the repository.

## **12. Dealing with IP Rights Owned by Third Parties**

**12A. Use of Technology Protected by IPRs like Patents and Designs**

**It is possible that researchers may have to use diverse technology/ design/ software, as part of their research. Under all such circumstances, due care and attention must be given for not infringing the IP rights of third parties.** Some of the licenses may have restrictions with regard to kind of usages permitted. It is important to ensure that due permissions are taken from IP owners before engaging







in any use which goes beyond the terms of license or as permitted under the relevant statute(s) in India.

### **12B. Use of Copyrighted Material**

Whenever researchers use copyrighted material for teaching or research purposes, it needs to be ensured that the use is with permission from copyright holders or is within the boundaries of exceptions provided under Indian copyright law. The scope of different educational use-related exceptions under Indian copyright law have been interpreted by different courts in India. However, it needs to be highlighted that it is the duty of the researchers to ensure that they do not violate the copyrights and that the concerned use is within the ambit of exceptions provided under copyright law.

- I. The university shall create an Institutional Repository and a link to the repository may be provided on their official website. The repository shall include dissertations, theses, papers, publications, and other in-house publications. In the absence of an institutional repository, the researchers may submit such works in other open repositories in the relevant subject area.
- II. The researchers shall be encouraged to license their works under an open license so that other researchers can also use the research outputs by providing appropriate attribution to the researchers.

### **13. Promotion of the Use of Free and Open-Source Software (FOSS)**

The use of Free and Open-Source Software (FOSS) can help in furthering the software-related skills of students and researchers. Wide adoption of FOSS would also improve the quality of software and lower the long-term costs of research in the universities. Hence the university shall:

- 13A. actively promote the use of FOSS among researchers, along with adoption of open standards;
- 13B. regularly organize training programmes in FOSS for researchers;
- 13C. license University owned software under open licenses; and
- 13D. as far as possible, use FOSS for all official purposes.

### **14. Organisational Measures for IP Protection**

#### **14A. IPR Cell: Administrative Set-up**

The IPR Cell will have a team of individuals having defined roles. The constitution of the IPR Cell may be as follows:

- I. Director (To be nominated by the Vice Chancellor)
- II. Member Coordinator
- III. Members – at least one faculty member each from Basic Sciences, Engineering, Humanities, and Social Sciences
- IV. Two IP experts as members – one IP expert from management faculty and one IP expert from law faculty. In case of non-availability of expert faculty





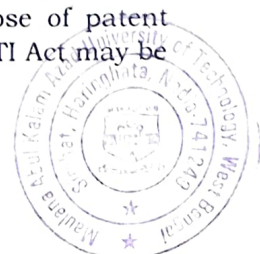


members from management and law faculties, external members with relevant IP expertise may be appointed as IP experts.

- V. University Finance Officer
- VI. Two research scholars (preferably from engineering and science stream)
- VII. The tenure of the members of the IPR Cell shall ordinarily be three years and since the activities of the cell demand expertise in the area of IP, the tenure of members may be renewed by the Vice-Chancellor, before the end of the term of their appointments, based on their performance in the IPR Cell. The IPR Cell will have the overall responsibility of guiding the university administration on all decisive issues relating to this IPR Policy and any other relevant matters relating to IP generated within the university.

#### **14B. Roles and Responsibilities of the IPR Cell**

- a. IPR Cell shall be responsible for overseeing the implementation of all recommendations and decisions pertaining to IP management in the university.
- b. IPR Cell shall maintain all confidentiality related obligations. All the members, including the Chairperson, shall sign a non-disclosure agreement with the university.
- c. IPR Cell shall be the responsible authority for guiding the university with regard to entering into agreements such as memoranda of understanding (MoU), confidential disclosure agreements (CDA), material transfer agreements (MTA), and IP licensing agreements.
- d. IPR Cell may suggest changes in the IPR Policy or new policies as and when deemed necessary. This can happen with changes in governmental policies or national and international developments such as new treaties or legal judgments.
- e. Screening of all requests for patent applications shall be done by the IPR Cell.
- f. IPR Cell will support the university and the researchers for negotiating technology transfer and benefit-sharing agreements.
- g. In cases wherein a researcher wants to use university owned IP for creating a start-up, the researcher may place a request before the IPR Cell, and after taking into consideration all the relevant aspects, the IPR Cell may recommend the university to allow the researcher to use the IP. The IPR Cell may also put forward its recommendations on the extent to which the researcher can use the university owned trademarks with regard to the activities of that start-up.
- h. Whenever required, the IPR Cell shall clarify to the researchers and the university whether the research in question can be considered as research with incidental support of university, research with substantial support of the university, and/ or research with substantial support of external partners.
- i. IPR Cell will help in creating awareness about different open initiatives like open access, open data, and open source software and help the university and researchers comply with the open access mandates of the government/ funding agencies/ university.
- j. IPR Cell will keep proper records of all IP applications from the university.
- k. While replying to applications under the Right to Information Act, IPR Cell may ensure that the novelty of the innovations (for the purpose of patent protection) shall not be defeated. The relevant provisions of the RTI Act may be consulted in this regard.





- l. In cases of allegations of infringements of IPRs by any researcher of the university or any third party, the university may refer the matter to IPR Cell and seek its opinion on appropriate course of action.
- m. In cases wherein any third party infringes upon the IPRs of university, the university may seek the opinion of IPR Cell on the appropriate action to be taken and the IPR Cell may make recommendations to the Vice Chancellor for any legal course of action.
- n. The IPR Cell may conduct periodic audit of university IP.

#### **14C. IP Protection through IPR Cells: Implementation Process**

1. Once IPR Cell receives a proposal from a researcher, the IPR Cell may initiate the process IP protection. In cases of all forms of IP protection, the IPR Cell may screen the applications as expeditiously as possible and provide necessary support for shortlisted applications to get necessary IP protection. In case of patent applications, the IPR Cell may take inputs from subject experts as well as legal experts where it is absolutely essential and cannot be assessed jointly by inventors and IPR Cell, such inputs to be taken after appropriate Non-Disclosure Agreement (NDA) between university and the expert, from within or outside the University, during the screening process.
2. IPR Cell Wherever necessary, the IPR Cell may forward the application to PIC, DST etc. for more inputs and support.
3. If an innovation is recommended by the IPR Cell for patent protection, IPR Cell may forward the details for patent filing.
4. In cases of urgency, the IPR Cell may also file patent applications through alternative means, i.e., private patent agent/attorneys. All the expenses in this regard maybe met out of the IPR Cell budget or the budget of the relevant research project, depending on availability of funds.
5. In cases of joint patent applications of the university with the funding agency, the costs of filing shall be shared between the joint applicants and IPR Cell may facilitate the filing of applications, as per the agreement between the parties. However, if the funding body does not want to file the patent application through the University IPR Cell, the funding body will be required to bear the entire expenses towards joint patent application and prosecution.
6. The IPR Cell shall always ensure that the IP protection measures it suggests are not in conflict with the open access/ open data policies of the university/ government and it shall take due measures to help the researchers comply with such policies.
7. The IPR Cell shall undertake due measures for creating awareness about different open initiatives like open access, open data, and open source software, through different channels including awareness and training programmes.
8. Decisions with regard to maintenance of IP will be based on the guidelines evolved by the IPR Cell and it shall be based on the need and potential of the IP.
9. The IP protection abroad will be evaluated by a high powered committee chaired by the Vice-Chancellor or his/ her nominee. This committee may consist of the





Registrar, Head of the Finance Section, Chairperson of the IPR Cell, two members of the IPR Cell, and two external experts.

#### **14D. IPR Cell: Appeal Procedure with regard to Decisions of the IPR Cell**

In case of any grievances regarding any of the decisions taken by the IPR Cell, including, but not limited to, ownership of IP, processing of proposals, procedures adopted for implementation of IPR Policy, any aggrieved person may file an appeal to the Vice-Chancellor of the university and the decision taken by her/ him shall be final.

#### **15. Conflict of Interest**

The researcher(s) are required to disclose any conflict of interest or potential conflict of interest with regard to potential licensing of technologies. If the researcher(s) and/or their immediate family members have a stake in the Licensee Company or potential licensee company, they are obliged to disclose the details in writing to the IPR Cell. However, mere ownership of stakes by researcher(s) and/ or their immediate family members in the Licensee Company or potential licensee company shall not be a ground of rejection of licensing. The IPR Cell may take the final decision on the licensing, based on an all overall assessment of relevant factors.

#### **16. Dispute Resolution**

##### **16A. Mediation**

In the event of a dispute on any of the IP related matters or the interpretation of the provisions of IPR Policy, the matter shall be initially referred to the IPR Cell and it shall investigate the matter thoroughly within a given time frame and with priority. Wherever a settlement is desirable, the IPR Cell shall take all efforts to settle the matter through mediation. If the dispute in question is not one that can be settled through mediation, it shall recommend appropriate remedies to the Vice-Chancellor of the University for Urgent Decision.

##### **16B. Jurisdiction**

Any disputes arising from the terms and conditions of any IP-related agreement entered into by the university shall be subject to the jurisdiction of the District Court , Nadia, W.B. which has territorial jurisdiction over the place in which the university is located.

#### **17. Document Change Process**

The requisition for Document change to be forwarded to IPR Cell as per the format at Annexure -1. IPR Cell after evaluating the merit of the change request will forward their recommendation to Vice Chancellor for approval. Accordingly, the change in document will be incorporated by the IPR Cell.







**Annexure – 1**

**Document Change Request**

Doc. Change Request Ref No. .... Date.....

Name of the Person.....

Department.....

Sl. No.	Date	Document Version & Revision no.	Clause & Sub- clause no.	For	Proposed	Objective



### Invention/Innovation Disclosure Format

1. Title of the invention:

2. Name of Inventors:

Sl. No.	Employee code/Student Registration No./Other Identification No.	Name	Position	Department	E.Mail & Mobile

3. Brief description of the invention: (How this invention relates to new products, service, processes, systems, machines, compositions of matter etc.)

4. Detailed description of the invention

4.1 State of prior art

(a) Existing state of the art?

(b) Literature search relating to this invention? [Please include a copy of the resulting documentation, and reprints of publications.]

(c) Patent search relating to this invention? [Please include a copy of the resulting documentation, and reprints of patent documents: if a computer database search has been resorted to, please give the web site details and the Key Words used in the search.]

4.2 Description: (Describe the invention so that other faculty who are knowledgeable in the field can evaluate its technical and commercial merits.)

4.3 Novelty: (Highlight the features described above that make the invention novel.)

4.4 Inventiveness: (Are the novel features inventive based on 4.1(a) above; and, if so how?)

4.5 Advantages (over comparable inventions or practices):

4.6 Testing: (Has the invention been tested experimentally? If so details of experimental data to be supplied.)

### 5. Funding and support



5.1. Was there significant use of Institute equipment and facilities? Yes/No

5.2. Was the invention supported by research grants/contract from external sources? Yes/No;

If YES, please give details:

(a) Name of Sponsor:

(b) Grant/contract no. :

(c) Period of grant/ contract :

(d) Principal investigator and co-investigator: (Even if they are not inventors within the purview of this document and will not share the credit and royalties)

(e) Has the sponsor been informed of the invention? (State whether required under grant/contract award conditions)

(f) Was the work done under any other agreement? Give details.

**6. Information for protection of IPR:** conception and disclosure (Accurate data is required as prior disclosure may affect possibility of obtaining patent rights.)

Description	Date	References/comments
Date of conception of this invention/innovation & Documentation Reference, if any.		
Has this invention/innovation presented in Public seminars / discussions?		
Please provide the anticipated date of submission for publication or communication for presentation at seminar/conference etc.		
Is the invention/innovation in practice?		

## 7. Commercial potential

7.1 Possible uses or application areas or products that may embody some aspects of the technology:

7.2 List of probable users of the technology (class of industries/organizations or target companies):

7.3 List of probable organizations who may be interested in technology transfer (target industries or companies or other organization):

7.4 Potential marketability including commercial suggestions.







## **8. Prior disclosure and possible intent:**

8.1 Has the invention been disclosed to industry representatives or other potential beneficiaries?

8.2 Has any commercial organization shown interest in this invention? Give details.

**9. Development Stage:** What is the current stage of development of the invention as it relates to commercial utilization and marketability: Conceived/ partially developed/ fully developed

**10. Potential for international patent:** Does the invention have significant commercial potential in foreign countries? If so where? Give details

## **11. Google patent search report:**

### **11.1 List the key words for patent search:**

11.2 Summary of patent search report: Sl. No Patent No. and title of the patent relevant to the present invention obtained from Google patent search Brief description of the patent Novelty justification of the present invention

12. Declaration: I/We declare that all statements made herein are true to the best of my/our knowledge. I/We hereby agree to hold the right of intellectual property of this invention jointly with Maulana Abul Kalam Azad University of Technology (MAKAUT), W.B. MAKAUT will share any royalty income derived from the invention with the inventor(s) according to the IP policy of the Institute in force. Intellectual Property of this invention will be protected by Maulana Abul Kalam Azad University of Technology (MAKAUT), W.B, from time to time based on its merit and commercial viability.

## **Note:**

(1) A patent confers the right upon an inventor to commercially exploit an invention for a limited period of time. Patent can be lost by disclosure of the details of an invention to the public before the filling of a patent. Unlike copyright, patent is not an automatic right. To obtain a patent, the proposed invention should be novel (not published elsewhere), inventive (not obvious to persons familiar with the state of art) and industrially applicable (should have utility). Once the patent is sealed, the patentee can sue anyone who attempts to exploit the patented invention without the consent of the patentee.

(2) This document should be prepared with due care. The formal patent application will be prepared only from the information provided herein.

(3) The completed disclosure form with annexures should be submitted to: The Chairman, IPR Cell, Maulana Abul Kalam Azad University of Technology (MAKAUT), W.B.





Annexure -3

**Agreement between MAKAUT and Collaborating Institutions for Transfer of Intellectual Proprietary Materials**

This agreement is made on .....2022, between Maulana Abul Kalam Azad University of Technology, West Bengal, (the provider organization) and/or provider scientist(s) \_\_\_\_\_ [name(s)], jointly called the first party, and the recipient scientist(s) \_\_\_\_\_ [name(s)] of organization \_\_\_\_\_ (the recipient organization), the second party.

The Material that is covered by the agreement includes \_\_\_\_\_ (description of the material) which is considered as proprietary material of MAKAUT and the provider. The provider scientist and MAKAUT shall be free, in their sole discretion, to distribute the Materials to others and to use it for their own purpose. In response to the second party's request for Material, both the parties agree to the following before second party receives the Material:

1. The Material shall be used by (recipient scientist) working at (recipient organization) in research to study (Description of work). The material will be used for teaching and not-for profit research purpose only and not for use in any product or process for profit-making commercial purpose. The material is provided at no cost or with a fee of Rs.....
2. Neither the Material in its original form nor this material treated by any means will be used on human subjects.
3. The second party shall not distribute, release or disclose the Material to any person or entity other than laboratory personnel under recipient scientist's direct supervision & administrative control, and the second party must undertake to ensure that no one will be allowed to take or send Material to any other location unless written permission is obtained from the first party.
4. The second party is not allowed to have a third party to analyze such tangible products or materials obtained from the first party without written and specific authorization from the first party.
5. The second party will give a brief description of its research program and the nature of usage of the material to the first party. The second party will get the acknowledgement from the first party before any publication or presentation based on research results with supplied material.
6. The second party will return all unused material at the request of first party.





7. The second party agrees to use the Material in compliance with all applicable statutes and regulations. The material may have hazardous properties. The providers make no representation and extend no warranties of any kind, either expressed or implied. The second party assumes all liability for claims for damages which may arise from the use, storage or disposal of the Material.

This agreement is signed on.....

Between:

Name:

Designation:

Maulana Abul Kalam Azad University of Technology, West Bengal.

AND

Name of signatory:

Designation:

Recipient Organization:

Address:

