

## **STUDENT RESEARCH POLICY**

15<sup>th</sup> June 2013

### 1. Intent

It is the Institute Council's desire to encourage and reward innovative research work within the Institute which leads to the creation of products which impact society.

The purpose of this Policy is to encourage such research within the graduate research student community (i.e. thesis Masters'/dual Degree and PhD students) by:

- (a) Acknowledging the partnership between student and Institute in the creation of research work during, and directly related to, the course of the student's studies;
- (b) Protecting the respective interests, including legal rights, of both parties; and
- (c) Providing a mechanism for the appropriate sharing, in a mutually beneficial manner, of the financial benefits obtained from any commercial exploitation of the resultant research work.

Graduate research students by consultations with their supervisors or mentors may choose whether they wish to protect their individual contributions arising from their research. For this reason, it is not the intent of this Policy to make it mandatory or assume that students should protect and get a share in the financial benefits of research work when they do not wish to do so. The essential objective of this Policy therefore is to protect the interests of students and the Institute if and when the student wishes to commercially exploit a significant outcome of their research. While this Policy is intended primarily for graduate research students, it would also cover other students with respect to their research (specifically BTP projects) in terms of the provisions of this Policy. The policy is intended to cover the following:

- a) Students who are either BTech, MS, MTech & PhD Students or working as researchers at the institute
- b) Research work that has been done in supervision of a faculty guide.
- c) Work that has significant component of research or technology from the research centers or labs at the institute.

### 2. Definitions

For the purpose of this policy:

2.1 "research work" includes:

- (a) inventions patented or patentable under the Patents Act;
  - (b) designs registered or registrable under the Designs Act;
  - (c) software code
  - (d) layout designs for integrated circuits protected under the Layout Designs Act
  - (e) copyright protected under the Copyright Act in original literary works, software code, algorithms, dramatic works, musical works, artistic works, sound recordings, films, broadcasts, educational software packages ,
- 2.2 "Student" means a graduate research student (ie a thesis Master's or PhD student, BTech honors or BTech dual degree or any person who is working on research projects under the supervision of a faculty).

### 3. Intellectual Property, Copyright, Trademark

#### 3.1 What is the Intellectual Property which will be owned by the Institute & What is not ? The standard definition adopted is as follows:

IIITH shall be the owner of all invention(s) including software, designs, algorithms, copyrightable material and integrated circuit layouts created at IIITH except:

- Invention(s) including software, designs and integrated circuit layouts, created by Student without the use of significant IIITH resources and not connected with the profession for which employed at IIIT. Such works shall be owned by the creator(s).
- For invention(s) including software, designs and integrated circuit layouts, produced during the course of sponsored and/or collaborative activity, specific provisions related to IP made in contracts governing the collaborative activity shall determine the ownership of IP.
- Non-IIITH Students, who create invention(s) including software, designs or integrated circuit layouts at IIITH but without intellectual contribution of IIITH personnel or significant use of IIITH resources but have spent time as interns or visiting researchers at the institute. These works will be owned by the inventor(s).

In cases of all IP produced at IIITH, IIITH shall retain a nonexclusive, free, irrevocable license to copy/use the IP for research activities, training & teaching consistent with confidentiality agreements where entered into by IIITH.

#### 3.2 Copyrightable Work IIITH shall be the owner of the copyright of work, including software, drawings & project proposal material developed as part of any of the technical collaboration programs at IIITH created by Students with significant use of IIITH resources with the following exceptions:

- If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IP made in contracts governing such activity shall determine the ownership of IP

IIITH shall not claim ownership of copyright on books and publications authored by Students without the significant use of IIIT resources or with support/guidance of IIITH faculty. Such works shall be published by the author(s) with no liability to the institute. Use if any of the IIITH brand name or usage of IIITH affiliation should be passed by Dean R&D. However, the authors shall have the right to use the material in her/his professional capacity.

### 3.3 Trade Mark(s) / Service Mark(s)

Ownership of trade mark(s) I service mark(s) created for IIITH shall be with IIITH.

### 3.4 Disclosures, Confidentiality and Assignment of Rights

For sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of creative work are applied. For all other invention(s) produced at IIITH, if the inventor(s) wish to protect the invention(s) they produce, then they are required to disclose the creative work to the IP Committee at the earliest date using an Invention disclosure form.

The inventor(s) shall assign the rights of the disclosed invention to IIITH.

All IIITH Students and non-IIITH Students associated with any activity of IIITH shall treat all IP related information which has been disclosed to them for whose rights are assigned to IIITH, or whose rights rest with IIIT Students, as confidential. Such confidentiality shall be maintained till the date as demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public

The Institute does not claim copyright in work or material produced by students during, and directly related to, their courses of studies and agrees that copyright in such work or material is owned by the students who produce it.

When using the research work created by a Student, the supervisor will declare both the self-contribution and the student's contribution in creating the work. The supervisor will not commercially exploit the research work created with a student without the express written agreement of both the student and the Institute or within a period of 1 year after student has graduated (includes graduating from UG to PG) or if the student has availed a technology transfer for the research work that has been his/her sole contribution to start a company.

## 4. Procedures

The following procedures are required to facilitate the creation and protection of commercially valuable Research work:

(a) Graduate research students will be required to read and understand

the Research work policy when enrolling as students. This policy will be included together with the other information material in the Enrolment Form.

- (b) Any Research work or idea and specific know-how with potential commercial applicability already in existence at the commencement of the student's studies should be appropriately identified and noted in files which will be maintained by the supervisor. This also includes use of open source software that is protected under GPL or any other licenses. The purpose of this Statement is to accurately identify, and hence appropriately protect, the student's contribution in the creation of any subsequent Research work and to minimize the possibility of any conflict of interest.
- (c) When research activity generates results that are novel and have potential commercial applicability, students should immediately advise the Dean(R&D), through his or her supervisor. The Dean will make an assessment of commercial applicability, and, where appropriate, will initiate formal procedures to initiate an agreement. This agreement will include the student and Institute ownership proportions of the Research work and the term of the relationship, to protect the Research work. Any costs involved for patent filing or copyright protection will be paid by the Institute as per the institute's IP policy.
- (d) In order to safeguard any Research work created within the Institute, it is important that students are cautious in publishing the results of research activity with potential commercial applicability. It would be in the best interests of the student and the Institute to not publish until a quick assessment is done for potential patentability by the supervisor. This decision shall be made expeditiously, so that publication of the student's work is not unreasonably delayed.
- (e) Student is advised to maintain full records of all documentation related to the creation of Research Work and to keep the Institute informed of their contact details.

## 5. Distribution of income from Research Work

Any royalties or other remuneration received by the Institute as a consequence of licensing, selling, or otherwise dealing with Research work which the Institute claims part-ownership of pursuant to this Policy, shall be distributed in a manner consistent with the institute IP Policy (which is published in the institute intranet site); the agreement entered into with the student (paragraph 4(c)) after the Research work is created; and any Statement of Prior Research work, if applicable (paragraph 4(b)). Any distribution of revenue for a Research work will be for a period not more than 2 years subject to the following variations:

- a. Patent — 50% to the inventors and 50% to the institute.. The time period is from the date of issuance of patent. In the event the commercialization starts before the issuance of the patent, the revenue will be treated as non-patented Research work and if& when the patent is issued and commercialization continues the balance will be adjusted accordingly.
- b. Non-patented Research work — a onetime grant of 50% of the first

licensing fee.

The above conditions do not apply if the student starts a company based on technology transfer from the Institute, wherein the technology is his/her Research work or work that includes contributions from many others. This will be achieved via a Technology Transfer Agreement. This percentage contribution will be determined through a process of consultation between the student and the Institute, including the student's supervisor(s), with a view to reach an agreement. It is the Institute's intent that the percentage contribution should represent an accurate, mutually agreeable, fair and reasonable figure. If required, an appropriate third party, agreeable to by the student and the Institute, may be requested to independently assess the relative value of contributions by the student and the Institute and to make a final and binding decision.

- c. The Institute's share of the royalties and other remuneration will be divided in accordance with the relevant provisions of the Institute's Policy for Intellectual Property Rights.

#### 6. Cessation of study

When a student who is entitled to payments pursuant to paragraph 5(b) leaves the Institute upon completion of their studies, or meets untimely death while enrolled as a student at the institute, the payments will continue either to the student in the case of the former or to his or her estate in the case of the latter for a period not more than 2 years as per paragraph 5. In the event the student discontinues studies than there would be no payments.

#### 7. Redress

- (a) Any complaints related to the application of this Policy, including the apportionment of income from the Research work, should be made in writing to the Dean R&D /Director.

#### 8. External Research Contracts

- (a) The Institute may enter into contracts to provide research resources to external clients, including those in the commercial sector. Ownership of Research work generated by such research, and distribution of income from that Research work will be governed by the terms of the contracts, and paragraphs 4, 5, 6 and 7 above will not apply.
- (b) Students engaged in such contract research must:
  - i. Be fully informed in writing of the Research work/Intellectual Property provisions that have been arranged;
  - ii. Give their consent to these arrangements prior to beginning their research; and
  - iii. Comply with all contract terms and conditions, including any confidentiality requirements and publication constraints.