

# INDIAN INSTITUTE OF TECHNOLOGY GANDHINAGAR

## **POLICY FOR GOVERNANCE, MANAGEMENT AND COMMERCIALIZATION OF INTELLECTUAL PROPERTY OF THE INSTITUTE**

(As approved by the Board of Governors in its 37<sup>th</sup> meeting held on 13 May 2023)

The Institute approved its Intellectual Property (IP) policy during the 15<sup>th</sup> meeting of the Board of Governors held on 02 December 2014. Since then, the Institute has made significant progress in research and development and is focusing on commercialization and technology transfer. Therefore, to augment the IP policy, the Board of Governors of the Institute in its 37<sup>th</sup> meeting held on 13 May 2023 has approved the following 'Policy for Governance, Management and Commercialization of Intellectual Property'. This shall override all existing policies in this regard.

### **The Policy**

#### **Article 1: Ownership**

##### **1.1 Inventions:**

- a. Rights and title to all potentially patentable inventions conceived and/ or created wholly or in part by IITGN personnel (faculty, students, or staff) in the course of their academic/ research or other work-related responsibilities or with more than incidental use of Institute's resources, belongs to the Institute except in the following conditions:
  - (i) IP created under sponsored research agreements specifying ownership of IP
  - (ii) IP created as part of consultancy assignments specifying the ownership of IP
  - (iii) IP created outside their normal job description with no more than incidental use of Institute resources

##### **1.2 Literary/Expression-related work:**

- a. Rights and title to such creations, including literary works, software, music, cinematography, sound, and other rights covered under the Copyright Act of India, 1956, and amendments thereof, where applicable, that are created in IITGN with the use of significant Institute resources shall be assigned to and owned by IITGN except in the following conditions:
  - (i) Teaching/ Course material created for teaching purposes during the author's engagement with IITGN.
  - (ii) Thesis, dissertation (in this case, the ownership is jointly held by the student creator and the supervisor concerned)
  - (iii) Where publication of scholarly material in question might bring the institute into disrepute.
  - (iv) Content created through externally sponsored work.

### **1.3 General Conditions of Ownership for Invention and Literary/ Expression related work**

- a. IITGN retains the rights for research exemption and experimental use of patents, design rights, and under the fair use of copyrights and trademarks on an institute-wide preputial license to further its objective of academic and research promotion.
- b. IITGN gets the automatic right to display innovations, trademarks, and copyright material in soft and hard forms.
- c. Any use of the IITGN logo shall require a prior written permission of the institute to prescribe the terms and conditions of the usage.
- d. All inventors/creators are required to ensure that at the time of submission of invention disclosure, they have filled in the percentage contribution. This information would, among other aspects, will determine the ratio of sharing any revenue received from the commercialization of the said technology amongst the inventors.

## **Article 2: Disclosure**

- 2.1 Inventors, authors, and contributors are required to promptly disclose all potential IP/ inventions/ copyright either in whole or in part as soon as conceived or reduced to practice by members of faculty and staff (including research staff, doctoral students, students, and visiting scholars) of the Institute in the course of their Institute related activities.
- 2.2 The disclosure shall be done through the Invention Disclosure form prescribed and updated from time to time by the Institute. The Institute shall identify the relevant statutory mechanisms such as Patents, Design, Copyright, Trademark, IC layout Plant verity, etc., to protect the invention and evaluate the IP filing as per the process set forth in the policy.

## **Article 3: Evaluation and Administration**

- 3.1 Office of the Dean R&D shall provide guidance, support, and resources for facilitating the protection and deployment of Intellectual property.
- 3.2 The Dean of R&D, with specific approval of the Director, will be the authorized signatory on behalf of the Institute on the agreements related to IP filing, administration, and technology commercialization. Other employees may sign these agreements on behalf of the Institute only on the specific authorization of the Director.
- 3.3 The Dean R&D shall constitute a suitable Committee to evaluate the Invention disclosures and to ascertain 1) ownership, 2) determining whether the proposed invention is worthy of protection, and 3) having a reasonable chance of commercialization.
- 3.4 The institute may engage the services of reputed patent attorneys/ law firms for filing and prosecution of IP matters.
- 3.5 Foreign filing: Institute may consider an invention for filing a patent application in a foreign territory through different legislative options such as PCT, Paris

Convention, or direct route. Before the filing, a detailed assessment of the potential of the invention, its application, and the purpose of filing in a particular country be prudently assessed.

- 3.6 If Institute deems an IP un-commercialize, the Inventors/ originator have the right to request the release of IP under the terms agreeable to the Institute and Originators.

#### **Article 4: Commercialization**

- 4.1 IITGN shall have the sole discretion with respect to the commercialization of an IP. IITGN shall market the IP and identify potential licensee (s). The licensing shall be done through the office of Dean R&D, IITGN, which will handle the evaluation, marketing, negotiations, and licensing of the entire institute-owned IP.
- 4.2 Where an IP is subject to an external agreement with a third party (for example, an Industry sponsor), the Institute shall make decisions consistent with an agreement signed with such sponsor prior to undertaking such work.
- 4.3 The institute shall make decisions concerning commercialization as it deems appropriate and shall make reasonable efforts to keep the Inventor(s) involved and informed of its commercialization efforts.
- 4.4 In some cases, Institute may utilize the services of third-party/ specialized agencies or individuals for effective deployment of the IP.
- 4.5 While negotiating the licensing, in any contract between the licensee and IITGN, the Institute shall seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, upgrades, debug obligations, and the content created. The policy also supports the need to indemnify IITGN personnel built into the license agreements for sponsored research and consultative work.

#### **Article 5: Revenue Sharing**

- 5.1 Where the Institute generates royalties as a consequence of commercializing an IP, the return on IP (aggregate income and capital received by the Institute after deduction of taxes and costs) will be shared with the Institute and Inventor(s) as described below.

Income limit	Inventor's share	Institute's share	IP Service Account
For income of up to Rs. 2 crores	70	20	10
For additional income exceeding two crores and less than seven crores	50	40	10
For further additional income exceeding seven crore	30	60	10

- 5.2 The Institute shall have the right to modify the Royalty Sharing as it may deem appropriate.

## **Article 6: Conflict of Interest**

- 6.1 The inventor(s) are required to disclose a potential conflict of interest while undertaking any IP-related activity. 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. An IITGN license to a company in which the inventors also have a stake and management role shall be subject to the approval of the Dean R&D taking the above consideration into fact.