



राष्ट्रीय प्रौद्योगिकी संस्थान अगरतला

National Institute of Technology, Agartala
Jirania, Tripura, India, Pin -799046

F.NITA.31(28- DR&C)/IPR/2019

346-49.

Dated: 27.04.2021

NOTIFICATION

The Intellectual Property Right Policy (2020) of NITA is approved by the Competent Authority vide note no.41 of the file bearing no.F.NITA.31(28-DR&C)/IPR/2019 and hereby notified w.e.f. the date of approval i.e.22.03.2021.

Registrar

National Institute of Technology Agartala

Copy to:

1. P.S to the Director for kind information please.
2. The Dean(R&C) NITA, for kind information please.
3. All the members of IPR Policy NITA for information.
4. The Chairman, Website & Networking, NITA for arranging the uploading of the same in the Institute's website.

Registrar

National Institute of Technology Agartala

INTELLECTUAL PROPERTY RIGHT POLICY

(2020)



**NATIONAL INSTITUTE OF TECHNOLOGY
AGARATLA, TRIPURA (WEST)**

1. IPR, NITA CORE COMMITTEE MEMBERS

1. Dr. Ardhendu Saha, Professor, Department of & Dean (R&C), Chairman
2. Dr. Baby Bhattacharya, Associate Professor & HOD, Department of Mathematics, Convenor
3. Dr. Mitali Saha, Associate Professor & HOD, Department of Chemistry, Member
4. Dr. Subhadeep Bhattacharjee, Associate Professor & HOD, Department of Electrical Engineering, Member
5. Dr. Suvra Prakash Mondal, Assistant Professor, Department of Physics, Member

2. IPR, NITA INVITEE MEMBERS

1. Dr. Partha Pratim Sarkar, Associate Professor, Department of Civil Engineering
2. Dr. Srimanta Ray, Assistant Professor & HOD, Department of Chemical Engineering
3. Dr. Ashim Saha, Assistant Professor, Department of Computer Science and Engineering
4. Dr. Biswanath Bhunia, Assistant Professor, Department of Bioengineering

3. IPR, STANDING COMMITTEE (IPR SC)

- | | |
|--|---------------------|
| 1. Ex -Officio – Dean(R&C) | - Chairman |
| 2. Associate Dean(R&C) | - Member |
| 3. Director's Nominee | - Member |
| 4. Two members from IPR Cell (to be nominated by the Chairman) | - Member |
| 5. Chairman Incubation & Start-up Cell, NITA | - Member-Secretary. |

This IPR Standing Committee will be formed by Dean(R&C), as the Ex-officio Chairman of the Committee. This IPRSC will be responsible for detailed formation of procedure, policy decisions and amendment of IPR policy to facilitate implementation of the IPR policy of NITA.

INTRODUCTION

National Institute of Technology Agartala (hereafter referred to as 'NITA') is an academic Institute dedicated to excellence in teaching and research. Its activities, centred on faculty/students/ /project staff/ supporting staff/visitors are based on knowledge and intellectual exercise. In the era of technology domination, where values and perceptions change at brisk pace, National Institutes of Technology, in particular, have to preserve the fundamental spirit of academics on one hand and have to march ahead, on the other, accepting changing realities of business economy based on knowledge generated, protected and disseminated under the intellectual property regime. In the evolving scenario of the world today, with increasing awareness of the 'knowledge asset', an Intellectual Property Rights (IPR) Policy is needed not only to preserve the interest of NITA but also to make NITA faculty/students /project staff/ supporting staff/ visitors aware of 'knowledge asset and its impact on the society'.

OBJECTIVES

The objectives of the policy are as follows:

- a. To create awareness among the students, staff and faculty likewise about the IP.
- b. To provide an encouraging environment for research and development for generation of IP to the faculty, students and other researchers associated with NIT Agartala.
- c. To provide support in every possible way to the inventors of the IP associated with NITA and safeguard the IP developed.
- d. To formulate the regulations and guidelines regarding ownership of the IP and revenue sharing upon commercial exploitation of the IP.
- e. To provide legal support to the inventors against any case of unauthorized use of IP.

DEFINITIONS

1. **"Intellectual property"** is defined as the tangible or intangible results of research, development, teaching, or other intellectual activity and includes patents, copyrights, designs, trademarks, service marks, logos etc. Any additional information regarding these intellectual properties can be obtained from the website of Controller General of Patents, designs and trademarks.

2. **“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.
3. **“Creator”** means any employee of the NITA and includes those who are on probation, those who are employed on temporary basis wither in the institute and/ or in projects and those who are research workers, research scholars or students who are responsible for the creation of an Intellectual Property, using the facilities of the Institute.
4. **“Inventor”** is the person/s who has something new with utilization of their creative minds.
5. **“Patent”** means a patent granted under the provision of the Indian Patent Act, 1970.
6. **“Patentee”** means the person for the time being entered on the Register of Patents kept under the Indian Patents Act, 2002 as the generator or proprietor of the patent.
7. **“Revenue”** is any payment received as per an agreement by the Institute usually for legal use of an Intellectual Property through a license.
8. **“Trademark”** 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.

EVALUATION OF INTELLECTUAL PROPERTY

The evaluation committee comprised of the IPR Standing Committee members along with the HOD of the respective Departments and invitee members having expertise in the relevant fields will be responsible for clarification of the issues/appeals related to IPR patent/copy write application, formulating the procedures of filling and to ensure the compliance of IPR policy of NITA following the legislations covering IPRs in India. Legal Advisor as invitee member may be included by the chairman of the committee as and when required. The Chairman IPRSC will form the evaluation committee on case to case basis.

The function of IPR Evaluation Committee would be the following:

- a) To assess the proposals for filing of IPR .
- b) Finalize the procedures and guidelines for the effective implementation of the IPR policy at NITA.
- c) Track the various IPs filed using MIS facility available at the institute for speedy IP process *if required* and to facilitate IP protection by drafting agreements.

- d) To collaborate with organizations for filing, licensing/assigning of IPR to generate revenue through commercialization. Efforts may be made for the commercialization of the patent through start-up cell of NIT Agartala as far as possible.
- e) To implement the IPR policy in a proactive manner for the shared benefits of both the inventor and institute, identification and reporting of issues related to the violation of IPR policy of the Institute to the Director for necessary action.

INTELLECTUAL PROPERTY OWNERSHIP

- a) NIT Agartala will have the ownership rights on the IP that is developed by the students, faculty, staff, or any external personnel who not related to the institute but uses significant resources (funds or facilities) available with the institute with due recognition to the inventors of the IP and protection of the ownership rights of the inventor(s). NIT Agartala will work towards protection through legal means of all IP related to academic or professional field of the inventor(s) regardless of the medium of expression when the inventor(s) is employed by the Institute and the IP shall be jointly owned by the inventor/creator/originator/author and the Institute. In case the IP was created by the inventor/creator/originator/author - when the Institute accepted terms are different from that stated herein, the terms agreed to shall prevail.
- b) However, in case a payment has been made by the individual to the institute for utilization of facilities, NITA cannot claim the exclusivity in the ownership and hence an agreement on mutual accord can be reached that provides joint ownership rights to the inventor and NITA.
- c) In case when an IP is developed/generated from research projects sponsored by government/ non-government agencies will be owned by the creator(s), the Principal Investigator or Chief Consultant, the Institute and the sponsoring agency. The sponsoring agency will have to bear 50% of the protection cost or forgo the rights to the IP. In case the project was accepted by the Institute under terms different from that stated herein, the terms agreed to shall prevail. IP developed as a part of work that has been funded by external agencies or consultancy, then a joint ownership must be established with proper rights to license the innovation.
- d) In issues of copyrightable material such as Patent software, lectures (video lectures), books, circuit designs, images, etc developed by NITA personnel for

use by external agency or industry, the institute shall claim the rights for the ownership of the IP. However, the developers shall be free to use the IP for research and teaching purposes by reverse license agreement with NITA. Also, NITA reserves the right to use the IP for academic purposes.

- e) In case when IP is related to transfer of biological resource and associated knowledge, inventor(s) has/have to ensure that the provisions under the national laws on biodiversity and traditional knowledge are not violated during the course of securing any IP protection or use of such knowledge. NITA affirms that it abides with the national laws on biodiversity and traditional knowledge.
- f) The inventor/developer/creator/originator of the IP shall hold the ownership rights if the IP is developed beyond the regular assigned work or normal professional duty or employment contract or without any significant use of institute's resources and facilities. In case the IP was created by the inventor/creator/originator/author when the Institute accepted terms are different from that stated herein, the terms agreed to shall prevail.
- g) For thesis and dissertation reports related to academic activity, both student and mentor/supervisor will hold the ownership rights. However, both should give a royalty-free right to NITA to use the reports for academic purposes, as and when required. A declaration for the same must be included in the thesis/dissertation properly signed by the student, mentor or supervisor. Moreover, in case an application has been made for grant of IP and not yet granted, an agreement for thesis/ dissertation confidentiality at the time of thesis/ dissertation submission should also be included.

CONFIDENTIALITY AND RIGHTS

- a) For IP produced at NITA, the inventors interested to protect their intellectual creations under IP law of the land will be required to disclose their IP to the IPR Cell of NITA.
- b) The institute may appoint an advocate/attorney to draft the IPR application as appropriate for the invention if required.
- c) All fees related to the IPR (patent, copy right, Trademark), process (filling, Request for examination etc.), IP databases, IP search, prior art etc may be born from Institute fund (Overhead cost of funded Research Projects). Any legal fees (lawyer, attorney, agent etc.) may be borne by Institute subject to the recommendation of IPRSC and approval/discretion of the authority.

- d) In any case, if the evaluation committee decides against the IP evaluation, all these costs have to be borne by the inventor personally, in that NITA will agree to forgo the ownership to the inventor, provided that substantial institute's resources are not involved in the IP. The inventors, both NITA and non-NITA personnel, shall maintain confidentiality of the IP during the period when efforts are made for protecting and commercialization of the IP.
- e) Funds provided partially or fully by a third-party to NITA will be as per rules based on the contract between the third party and NITA.

DISCLOSURES AND CONFIDENTIALITY

Following procedure should be followed for disclosure of the IP by the inventors.

- a) For all the IP produced and developed at the institute, i.e. NITA, the inventors have to disclose the IP to Dean (R&C) in a proper format (IP disclosure form) if the inventor choose to protect their intellectual creations under IP law of the land. Along with this disclosure, the inventors would need to assign the rights of the IP to NITA as per IP Ownership Right described earlier in this document. Similarly, the students of the institute are expected to submit their IP disclosure form along with their thesis work (B.Tech, BSMS, MSc, M.Tech or PhD) properly signed and forwarded by their supervisor and followed by head of the department to Dean R&C. It would be the responsibility of the institute to maintain the confidentiality of the IP, once it has been submitted to the committee for evaluation/assessment/filing and possibility of commercialization.
- b) For all the IP generating from the externally funded projects and collaborative project, the IP disclosure shall be done as per the terms and conditions of the contract. In case, where such terms and conditions of the contract is not in place, the institute policy shall prevail.

REVENUE SHARING

- a) Upon commercialization of the intellectual property developed at the institute, the revenue generated from the royalty payments would be shared between the institute and the inventors.
- b) In case of owner/multiple owners of the IP other than the institute, the owners and the Institute shall come to an agreement before filing the IP as to how to share the revenue. In case of multiple originators of an IP, if the inventors/originators fail to arrive at a consensus, the IPR Cell will analyze all available information and make

a recommendation about the revenue sharing to the Director, NITA. The decision of the Director, NITA shall be final and binding .

- c) NITA reserves the right to determine the share of the different stakeholders involved in IP creation and dissemination from time to time. Revenue share of the inventor(s) shall continue even after their association with NITA ends.

POLICY FOR IP LICENSING AND ASSIGNING FOR START-UP VENTURES WITH INVOLVEMENT OF INVENTOR(S) FROM NITA

In order to encourage commercialization of IP registered and owned by NITA, inventor(s) of such IPs shall be encouraged to promote a start up company (**following the guidelines established by NITA**) for developing a business proposition leveraging the IP under consideration. For this purpose, the start up can also be accommodated at the **Technology Business Incubator Unit (TBIU)** / Innovation Park/ Research Park at NITA, if so desired by the Inventor(s), after critical appraisal of the Business Plan following the applicable procedures, if any framed by NITA.

The start ups in the specified instances shall be licensed IPs owned by NITA on a limited exclusivity basis initially for a period of 3 years. The licensing fee may be decided depending on the nature of funding available for such a venture including the possibility of making the know how/technology available, even without any license fee in a particular case. However, all such licensing should be accompanied by an appropriate agreement and a monitoring mechanism. During the limited exclusivity period, the start up shall have 'no rights to give sub license' to any third party.

Once the start up venture establishes the commercial viability within the said exclusivity period, the license agreement shall be revised and modified into exclusive over an extended period mutually decided for a royalty consideration by the parties. In case the start up fails to achieve commercial breakthrough within the allotted period, the exclusivity of the license to the start up shall be forfeited.

Further, as any entity set up under the TBIU is an independent commercial entity, NITA would not have any rights to IP/Know how developed within the entity unless covered by an explicit agreement.

CONFLICT OF INTERST, DISPUTES AND JURISDICTION

- a) It is the responsibility of the inventors to disclose any conflict of interest or potential conflict of interest to the evaluation committee prior to applying for examination/consideration. In case of any dispute, the aggrieved party may contact the Director NITA. In all circumstances, the decision taken by the Director NITA would be final and abiding by all.
- b) The inventor(s) may appeal to the Director NITA on the occurrence of any disputes between NITA and the inventors regarding the implementation of the IPR policy. The Director's decision would be final and binding on both institute and inventor. All the agreements or contracts signed by NITA will be under the jurisdiction of Courts at Agartala only.

ANNEXURE -I

Intellectual property disclosure form

Title of the Invention

Name and Affiliation of Inventor(s)

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Brief description of the invention

Describe the invention so that the other faculty who are knowledgeable in the field can evaluate the technical and commercial merits of the invention.

- a) How does this invention relate to new processes, machines, compositions of matter?
- b) How is the present invention an improvement over existing comparable invention?
- c) Has the invention been tested experimentally? Are experimental data available?
- d) Has invention been patented or protected under confidentiality agreement?

(Please attach sketches, drawing, photographs and other materials that illustrate the description).

Commercial Potential

- a) What are the possible uses / application areas and / or product you feel may embody aspects of your invention?
- b) Who is the possible end –users of the product?

Prior disclosure and possible Intent

- a) Has the invention been disclosed to industry representatives or third parties? if yes, Name companies and specific individuals and their titles.
- b) Has any commercial interest been shown in it and of what nature?

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UNDERTAKING

I /We the undersigned, hereby certify that the Work _____
has been undertaken by the undersigned at NITA, making use of significant use of NITA
resources.

I/ We hereby agree to abide by the provision of the intellectual property policy of the
Institute.

Signed this _____ day of _____ (Month), _____
(Year) _____

Name:

Address: