

INTELLECTUAL PROPERTY POLICY AND GUIDELINES **2022**



**KALINGA INSTITUTE OF
INDUSTRIAL TECHNOLOGY (KIIT)**

Deemed to be University

(Established U/S 3 of UGC Act, 1956)

Bhubaneswar, Odisha, India

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SUMMARY

- Objective is to promote innovation, research and IP thereby contributing to the development of the researchers, the KIIT University, its partners, society and the Nation as a whole.
- The IP Policy of the KIIT University is applicable to all the University Personnel (Researchers) making Substantial Use of University Resources or receiving incidental support or substantial support from the University or receiving substantial support from external partners, Sponsors, Funding Agencies, and Industries associated with the University.
- The ownership of all IP developed by University personnel in the course of or pursuant to Research and Development at the University, with Substantial Utilization of the University Resources vests with the University.
- Where R&D funding is provided by an external partner such as Government of India, or a State Government in India, Governments of other countries and international organizations / agencies, Industry/ Private Agencies the requisite agreement should be implemented. Insofar as such provisions are consistent with the IP policy of the University, and such prescriptions would be acceptable to the University.
- As per accepted practices of the Indian Copyright Act, the University shall not claim ownership of copyright on any creative works of the Researchers, including but not restricted to Books and Publications authored by researcher(s). However, if the University is the publisher, or spends substantial amount of university resources in development of the copyrighted work, then the University can claim benefit as per the Indian Copyright Act.
- Whenever Software is created by researcher(s) as part of his/her normal duties, the copyright would vest with the University, in accordance with Indian Copyright law and a ratio of 60:40 revenue sharing will be applicable for the researcher(s) and the University respectively.
- The Intellectual Property Management Committee (IPMC), appointed by the Vice Chancellor of the University or his/her representative or any competent authority suggested by him/her, shall oversee and guide the processing and management of the University's IP portfolio, including its maintenance, utilization and/or commercialization.
- The Inventor(s) shall not make public disclosure of the Invention in any forum, whether in a scholarly Journal, and Conference, or in the media or in any form of public disclosure,

until after an application seeking protection for the IP has been filed. It is important to realize that the Disclosure of an Invention is made by the Inventor(s)/ researcher (s) it should be done in a Confidential Manner by prior signing a non-disclosure agreement with the receiving party.

- The total revenue sharing on any IP generated by using incidental support, between the researcher(s) and the university will be in the ratio of 80:20 respectively.
- Research Outputs Generated as a Result of Substantial Support by the KIIT University, the researcher(s) and the University will have 60:40 ratio of the total revenue, respectively.
- If a concerned specific IPR, where the University cannot, or decides not to protect or commercialize any specific IP or decides not to proceed with the prosecution or maintenance of the specific IPR, the invention may be released to the inventor. At the time of release of the Invention, the Inventor(s) shall pay the legal expense, IP fees and other fees and expenses incurred by the University and should sign an agreement to pay at least 20 (twenty) percent of net earnings received by the Inventor(s) through the commercialization of the said Invention. .
- With regard to the IP-related revenues earned (100%) by the KIIT University, 40% of the revenue earned is used for creating the KIIT University's IP management fund. Further, 20% of the share is paid to the KIIT University, and 40% is made available to the department/school concerned, unless otherwise other revenue sharing model/agreement is executed and approved by the IPMC.
- In case of establishing a spin-off enterprise, an individual agreement between the university and the Inventor(s)/spin-off enterprise shall be applicable regarding the share of equity on a case-to-case basis.
- In case of Research Outputs Generated as a Result of Substantial Support from External Partners the costs for IP protection may be shared by both the parties, based on the terms and conditions provided in the specific agreement. In absence of such prior arrangement cost shall be shared in proportion to the allocation of rights and benefits.
- To Encourage Entrepreneurship and Start-ups, the researcher may be exempted from paying any upfront fee and royalty for first three years from the date of filing of the IP, on any university owned IP where they are named as inventors, for the purpose of starting firms/ start-ups/spinoffs.
- Commercial use of the KIIT University or its subsidiaries trademark or service mark may share the revenue generated from the trademark or brand value or service mark in a ratio 51:49 with the user of the Trademark or Service mark respectively or as per Law.

- Change of IP Policy : The Academic Council of KIIT may revise, amend or change the policy as per the necessity from time to time.
- On any aspect, which is not covered under the Guidelines on Intellectual property Policy and Guidelines or in case of any difficulty/ ambiguity arising out of interpretation or application of the Regulation, the decision of the Vice Chancellor shall be considered as final.
- This will effect from 7th April, 2022.

1. OBJECTIVES

Through this official Intellectual Property (IP) Policy and Guidelines, the Kalinga Institute of Industrial Technology (KIIT) Deemed University (hereinafter also referred as “the University”), intends to put in place a system that brings order to the process of development of diverse varieties of research and innovation, protection of inventions, and the utilization of inventions through processes of technology transfer and entrepreneurship to play a major role in promoting innovation ecosystem by enabling equitable access to knowledge and technology resources. In this regard, the specific objectives of this IPR Policy are:

- i. To publish and transfer of knowledge from the KIIT University and its partners to the public to utilize the knowledge for the creation of national wealth and consequently the contribution for national development by promoting scope for further technological advancement.
- ii. To promote more research and innovation within the KIIT university through a balanced IP management approach.
- iii. To provide more freedom and autonomy to researchers for IP creation and management, in order to create a better eco-system for innovation and entrepreneurship locally and globally.
- iv. To promote more collaborations between the academia and industry through better clarity on IP ownership, IP licensing, commercialization and collaborative research.
- v. To promote and encourage high quality research, including adoption of open science practices.
- vi. To ensure better and equitable access to results from publicly-funded research through broader dissemination of knowledge.
- vii. To ensure more optimal utilization of results obtained from publicly-funded research through better diffusion of knowledge.
- viii. To promote bilateral and/or multilateral agreements for technology transfer mechanisms.

- ix. To promote intra-academia and inter-academia research collaborations.
- x. To encourage the University researchers to generate and protect IP and motivate them by profit sharing from the protected IP associated with them, thereby to attract and retain highly qualified and motivated staffs/researchers and reverse the brain-drain problem.
- xi. Encourage and promote the culture of innovation and IP wealth of the University, by partnering with institutions, universities, colleges and research institutions nationally and globally, through IP co-creation, management and commercialization.

2. DEFINITIONS

- i. **“Confidential Information”** means any IP, information or data that is confidential or proprietary in nature, which the authorized recipient is under an obligation, whether contractual or otherwise, not to divulge.
- ii. An **“Invention”** is a novel or unique or improved device, method, composition, or process or design or a combination thereof. Such works are novel, industrially applicable and are not obvious to others skilled in the same field.
- iii. An **“Innovation”** is an Invention that has been implemented, or put to actual, practical use, that results in better products, processes, or services more implying to its actual application in the field or having substantial commercial advantages over the existing solutions available (low cost products or services in comparison to prior art without compromising quality).
- iv. An **“Inventor”** refers to the university Personnel (researcher(s)) performing the act of an Invention or Innovation.
- v. **“Disclosure of an Invention/Innovation”** refers to the Confidential Information written up, and revealed by an Inventor to the University, to determine whether the Intellectual Property in the said Invention/Innovation should be sought and obtained by the University. The University would also ascertain what could be the scope for Technology Transfer, Commercialization, and Licensing of the said Invention/Innovation.

- vi. **“Intellectual Property (IP) Policy and Guidelines”**: The instant IP Policy and Guidelines refers to the set of principles, values, and guidelines that will govern all the actions and efforts of the University, towards the identification, protection, prosecution, utilization, transfer, licensing, and commercialization of all IP arising out of the R&D work of the Researcher(s)
- vii. **“Intellectual Property (IP)”** means inventions/innovations, technologies, developments, improvements, materials, compounds, processes industrial designs, trademarks, circuit layouts, plant patents, novel micro organisms, know-how, trade secrets and all other research results, data and tangible research properties, including software and other copyrighted works.
- viii. **“Intellectual Property Rights” (IPR)** means ownership and associated rights relating to Intellectual Property, including patents, rights in utility model, plant breeders rights, rights in designs, trademarks, topography rights, know-how, trade secrets and all other intellectual or industrial property rights as well as copyrights, either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.
- ix. **“Patent”**: A Patent is a set of exclusive rights granted by a sovereign state to an Inventor or assignee, for a limited period of time, in exchange for a detailed public disclosure of an Invention/Innovation.
- x. **“Industrial Design”**: It is a form of legal protection of the unique visual qualities of a manufactured item. A design protection may be granted if the product has a distinct configuration, distinct surface ornamentation or both or anything that is visually appealing and new.
- xi. **“Trademark”**: A recognizable sign, design, or expression which identifies products or services of a particular source from those of others, although trademarks used to identify services are usually called service marks.
- xii. **“Copyright”** means literary, scientific and art works, including academic publications, scholarly books, articles, musical compositions, films, software and other works, which qualify for protection under the copyright law.

- xiii. **“KIIT University resources”** means any form of funds, infrastructure, facilities or resources, including equipment, software, consumables and human resources provided by the University either in a direct or indirect way.
- xiv. **“Research Agreement”** may refer to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement/NDA, Consultancy Agreement and any other type of agreement concerning research pursued by Researchers and/or Intellectual Property created at the KIIT University.
- xv. **“The KIIT University Personnel”** shall mean and include all Faculty, Students, Staff, (permanent and temporary), Retired but Continuing Faculty, Consultants, Ad-hoc Appointees, and Contract Employees, engaging in higher education and advanced research at the premises of the University or off the premises of the University, working during leave or on duty from the University, including Research Staff, Research Associates, Post-Doctoral Researchers, Students enrolled by the University in various Programs of the KIIT University, as well as students at the KIIT University from other Institutes/Universities (whether in India or abroad) studying/conducting research under exchange programs. The KIIT University Personnel also includes visiting faculty members or scientists, adjunct faculty, industrial personnel, fellows, project/research/technical assistants, summer fellows/trainees and any other personnel from outside the KIIT University engaged in research and development work at the KIIT University independently or in collaboration with the KIIT University Personnel. Further, it is the responsibility of the University Personnel to ensure that their agreements with third parties are in keeping with their obligations to the University during their deputation or leave or association with other organization during his/her association with the University. The KIIT University Personnel may also be referred to in this document as **“Researchers”/ “inventor(s)”/ “Innovators”**.
- xvi. **“Sponsor/ Funding Agency/ Industry”**: These terms, refer to the entity that funds the R&D work that is proposed to be carried out by the University. In addition, in the case of Collaborative R&D work carried out by the University and the Industry in joint collaboration, the Industry shall also make substantial inventive contributions, in tandem with the financial contributions made by it to claim the joint ownership on the developed IP.

- xvii. **“Technology Licensing”**: refers to the process by which the owner of an IP, (the KIIT University) assigns to the other party (the Licensee) the right to use, put in practice, and commercialize the invention or technology covered by the IP. The specific terms of Technology Licensing will usually be set out in detail in the Agreement for Technology Licensing, that will be entered into and contracted, between the Owner of the Technology/ Invention/ IP (the Licensor) and the other party seeking the License (the Licensee). For effective and efficient commercialization of innovations, inventions and research findings, the University has a technology transfer office in consultation with IPMC, may be expected to take care of marketing and commercialization of the invention, as well as the negotiation of the licenses and royalties.
- xviii. **“Commercialization”**: refers to the various activities, processes, and steps undertaken by the Licensee, under the terms of the Technology Licensing Agreement, to put the Technology/ Invention/ IP to commercial use, in terms of sale, internal use, lease, rent or assign to any other party, etc., that result in financial, commercial, economic, or any other material benefit to the Licensee.
- xix. **“Licensing Agreement”**: The terms of the Licensing Agreement will specify the compensation to be paid by the Licensee to the University (the Licensor), and such compensation would include a one-time Lump Sum Technology Transfer Fee, as well as deferred Royalty payments. In addition, the Licensee may also offer certain equity in the proposed start-up venture to the University, on terms to be mutually discussed and negotiated, in addition to internal exploitation/use within the KIIT University and commercialization via a spin-off enterprise through a Licensing Agreement.
- xx. **“Revenue”** refers to all the financial earnings made by the Licensee, from the rights to use the Technology/ Invention/ IP, for commercial purposes, including the sale, internal use, lease, rent, or assign to any other party, etc. that result in financial, commercial, economic, or any other material benefit to the Licensee. Where the context so admits, Revenue would also refer to the financial compensation paid by the Licensee to the Licensor (the University), for the rights to use the Technology/ Invention/ IP, for commercial purposes.
- xxi. **“Royalty/ Royalties”**: A Royalty is the deferred payment made by the Licensee to the Licensor (the University), to compensate for the rights to use the Technology/Invention/IP, for commercial purposes. The terms of the Royalty/ Royalties

will usually be specified in the Technology Licensing Agreement as a certain fixed or variable percentage of the Net Sales Value, resulting from the Commercialization of the said Technology/Invention/IP.

- xxii. **“Technology Transfer Fee”**: is the financial compensation paid by the Licensee to the Licensor (the University), for the rights to use the Technology/ Invention/IP, for commercial purposes.
- xxiii. **“Spin-off”** means a company established for the purpose of exploiting Intellectual Property originating from the University.
- xxiv. **“Release of an Invention”**: The Release of an Invention to the Inventor(s) to mean temporary/full transfer of rights to administer the protection of IP, its prosecution, and commercial licensing of the same for the specified period of time or as decided by the University on a case-~~to~~-case basis is a separate agreement.
- xxv. **“Sponsored R&D”**: This is the category of R&D wherein the agenda for the research is set by the University Personnel (most often the University Faculty who generate an R&D Proposal, based on their intellectual curiosity and chosen area of interest and specialization. The Sponsor/ Funding Agency, upon scrutiny and peer review of the Proposal, decide to fund the R&D Proposal, and sanction the necessary administrative and financial approval for the same. Also, the innovation work would be done by University personnel only, the IP in all such Sponsored R&D will be completely owned by the University.
- xxvi. **“Collaborative R&D”**: In this category of R&D, would comprise projects that are jointly conceived, planned, and executed by the University Personnel, in collaboration and partnership with, the representatives, personnel, and staff of the Sponsor/ Funding Agency/ Industry/ Collaborator, including Inter-University Collaborator(s). Such projects will be characterized by substantial inventive and financial contributions from the Sponsor/ Funding Agency/ Industry/ Collaborator, including Inter-University Collaborator(s). Consequently, the University would be amenable to considering joint ownership of the IP, with the corresponding Sponsor/ Funding Agency/ Industry/ Collaborator, including Inter-University Collaborator(s).
- xxvii. **“Contract R&D”**: Contract R&D is the kind of R&D performed by University Personnel, when a Sponsor/ Funding Agency/ Industry sets out a specific problem/

research agenda/ scope of work, and the University Personnel work on the same, in a “work for hire” mode, and the Contract R&D Project would be completely funded by the Sponsor/ Funding Agency/ Industry/ Collaborator, to cover all direct and indirect costs, as well as all operating costs and overheads for the independent (out-sourced) execution of the Contract R&D.

- xxviii. **“Publications”**: refer to the various documents, reports, technical communications, etc. arising out of a R&D work carried out by the University Personnel that are generally made available to the public, by means of sale or general transfer of ownership, or by rental, lease, or lending. In contrast, unpublished works (including the academic theses of students at the University) are those documents, reports, technical communications, etc. that have restricted or limited circulation, and thus are not available to the general public.
- xxix. The term **‘incidental support from the KIIT university’**, as used in this IPR Policy, includes use of space, facilities, materials, or other resources of the KIIT university which are not provided for the generation of specific research outputs. Examples of incidental support include ordinary use of faculty offices, university libraries, departmental office, internet, computer peripherals (use of University’s dedicated or purchased software resources is considered under substantial use of resources) and use of general secretarial or administrative services. Further, use of the KIIT University’s name in connection with a work, other than for identification of the creator as a faculty member, researcher, other employee or student, shall also be considered as incidental use of the KIIT university resources.
- xxx. **“Substantial Use of University Resources”** means use of the University’s experimental facilities, laboratories, computational facilities, dedicated/purchased software, University-provided or University- administered funds, space or human resources or any combination of the above. The use of University library/information resources does not constitute “substantial use of University resources”.
- xxxi. The term **‘substantial support from the KIIT university’**, as used in this IPR Policy, includes any support which is beyond incidental support, as defined above. This includes, specific monetary support for research through grants or fellowships, funds for procuring books/ equipment or materials for specific research projects, and creation or major modification of infrastructure like labs for the specific needs of research For

example, when a research lab has been created for a general purpose, but is earmarked for specific time period for a specific research activity which produces the IP, then, it comes within the purview of '*substantial support from the KIIT university*'.

xxxii. The term '**substantial support from external partners**', as used in this IPR Policy, means any support provided by external partners. This includes, specific monetary support given for research through grants or fellowships or any form of substantial support by external partners.

xxxiii. The term '**external partner**' as used in this IPR Policy includes Government of India, state governments, local self-governments, government departments, foreign governments, international organizations, public sector undertakings (PSUs), all types of private sector organizations, multinational corporations, non-governmental organizations, and/or other institutions/Universities that provide research projects or consultancy assignments to researchers; or any combination(s) of the above. The full fellowships received by students from funding agencies like University Grants Commission (UGC), Department of Science and Technology (DST), Department of Biotechnology (DBT), or any other body shall be considered as substantial support from external partner.

3. THE IP POLICY APPLICABLE TO:

This IP Policy is applicable to all the KIIT University Personnel including all KIIT university Researchers making Substantial Use of University Resources or receiving incidental support or substantial support from the University or receiving substantial support from external partners, Sponsors, Funding Agencies, Industries and others associated with the KIIT University.

4. INTELLECTUAL PROPERTY (IP) OWNERSHIP

With the exception of rights to Copyright of works which are dealt with under Clause 6, the ownership of all IP developed by University Personnel in the course of or pursuant to Research and Development at the University, as defined more fully below, vests with the University. Inventors shall provide, upon request by the University, assignment of their rights in inventions to the University and/or other documents necessary for the University to have its ownership rights in all relevant IPs. The University shall, at the time of engaging any personnel, get relevant agreement

executed by said personnel that mandates them to execute assignments such as above at relevant times as and when such IP is created/developed using the University's resources.

4.1 Exception and Release

Any exceptions or release from University's ownership of IP is to be requested by the appealing party to the IPMC and IP cell of the University in writing in the prescribed format at-least three months before carrying out any work with such intentions. Its approval is in discretion with approval from the Vice chancellor or his/her representative (competent authority) and IPMC.

4.2 IP Policy during Sabbatical Leave/ Deputation/ Lien of University Personnel:

The governing aspects of the IP Policy during Sabbatical Leave/ Deputation/ Lien of the University Personnel will be governed by the broad terms of the University IP Policy, as they apply to all University Personnel. Such University Personnel should be careful that their work off-site from the University, including work during Sabbatical Leave/ Deputation/ Lien, while visiting other institutions and while consulting with industry, does not conflict with their obligations and commitments to the University. It is the responsibility of the Researchers to ensure that their agreements with third parties are in keeping with their obligations to the University.

If the University cannot, or decides not to protect or commercialize any specific IP or decides not to proceed with the prosecution or maintenance of the specific IPR, the Inventors may request release of the IP/IPR from the University's ownership. Upon determination by the University that releasing the IP to the Inventors will not violate the terms of an external Funding Agency Agreement and that such releasing would be in the best interests of the University and the public, the University may agree to release the Invention to the Inventor(s). If the release of the Invention to the Inventor(s) to mean temporary transfer of rights to administer the protection of IP, its prosecution, and commercial licensing of the same, then the ownership of IP rights shall remain with University, but exclusive right is released from the University and some of the rights that allow inventor to achieve better commercial exploitation of the invention can be released to the inventor(s)/researcher(s). In such case, funds received at the University through any of the funding mechanism cannot be used by

researcher/inventor for prosecution and utilization of Inventions. In the event of such release, the University will retain the right to a non-exclusive, non-transferable, irrevocable, royalty-free, worldwide license to the Invention for research and educational purposes. In the event of an invention being released to Inventor(s), the Inventor(s) will be required to sign a separate agreement to remit to the University (i) all legal expenses and other expenses and fees incurred by the University in protecting the IP, and (ii) at least 20 (twenty) percent of net earnings received by the Inventor(s) through the commercialization of the said Invention. The net earnings to the Inventor(s) will be calculated after deducting the expenses incurred by the Inventor(s) towards obtaining and maintaining the IP, from the gross revenues earned by Technology Transfer (TT), Licensing, and Commercialization of the said Invention/ IP. The Inventor(s) shall pay the legal expenses and fees incurred by the University at the time of release of the Invention. Later, if and when commercial gains accrue to the Inventor(s), (s)he/they will share the same (at least 20 (twenty) percent of net royalty earned through licensing or TT) with the University.

5. RESEARCH AND DEVELOPMENT (R&D): CATEGORIES OF AND OWNERSHIP OF IP

The ownership of all IP developed by University personnel (researchers) in the course of or pursuant to Research and Development at the University, with Substantial Utilization of the University Resources vests with the University. As an exception, joint ownership of IP with the Sponsor/ Funding Agency/ Industry will be considered under following circumstances:

- 5.1 Where R&D funding is provided by an external partner such as Government of India, or a State Government in India, the IP generated will be governed as per the stipulations made by the Funding Agency at the time the funding is provided; consistent with national legislation, if any that is applicable.
- 5.2 Where R&D funding is provided by an external partner such as Governments of other countries and international organizations / agencies that are covered by inter-governmental agreements (with the Government of India), the ownership of any resulting IP shall belong to the University or as prescribed in the inter-governmental agreements. Insofar as such provisions are consistent with the IP policy of the University, such prescriptions would also be acceptable to the

University.

- 5.3 Where R&D funding is provided by Industry/ Private Agencies, following guidelines apply to ownership of IP generated, their commercial use and licensing, in recognition that the R&D work undertaken can be of one of the following categories:
 - 5.3.1 “**Sponsored R&D**”: The IP in all such Sponsored R&D will be owned by the University, unless otherwise indicated as provided in 5.2 above. The Industry/ Private Funding Agency/ Collaborator shall have the first right to negotiate a non-exclusive royalty-bearing license for commercial use of the instant University-owned IP. An exclusive or sole license may not be available to any background IP owned by the University, if such background IP has been generated through other funding resources.
 - 5.3.2 “**Collaborative R&D**”: Consequently, the University would be amenable to considering joint ownership of the IP, with the corresponding Sponsor/Funding Agency/Industry/start-ups/spin-offs/incubates (referred as collaborators), provided the collaborator also meets a substantial part of the costs, manpower, time and research effort of the project. If the collaborator wishes to exploit such jointly owned project IP commercially, the University will grant the collaborator the first right to negotiate a royalty-bearing license from the University. The collaborator's joint ownership will, however, be limited to the field of application, as identified in the project agreement with the University on case to case basis. The University reserves ownership of any IP generated in the fields of application not specified in the project agreement, and will be free to exploit the IP in those other fields of application without being accountable to the collaborating agency.
 - 5.3.2.1 Research under the **External Registration Program (ERP)** is viewed as a collaborative research arrangement between the University and the employer of the registered student, and the ownership of the IP generated will be shared between the University and the employer organization. If the employer organization wishes to exploit such jointly owned project IP commercially, the University will grant the organization the first right to negotiate a royalty-bearing license from the University. The organization's joint ownership will, however, be limited to the field of

application, as identified in the research proposal in the application for external registration on case to case basis. The University reserves ownership of any IP generated in the fields of application not specified in the research proposal, and will be free to exploit the IP in those other fields of application without being accountable to the employer organization.

- 5.3 “**Contract R&D**”: Contract R&D as defined in “xxvii”, in such extreme and rare cases, the University may request(s) for exclusive ownership of IP, from the Sponsor/ Funding Agency/ Industry/Collaborator before execution of any activity. Further, the University reserves ownership of any IP generated in the fields of application not specified in initial contact.

6. COPYRIGHT

As per accepted practices of the Indian Copyright Act, the University shall not claim ownership of copyright on any creative works of the Researchers, including but not restricted to Books and Publications authored by researcher(s). However, if the University is the publisher, or spends substantial amount of university resources in development of the copyrighted work, then the University can claim benefit as per the Indian Copyright Act.

Provisions of Section 17 of the Indian Copyright Act, as may be applicable on case to case basis, shall be applicable.

The University’s Copyright policy towards software created by its personnel may be summed up as follows.

Whenever a software application/program is created by Researcher(s) as part of his or her normal duties using substantial resources of the University, the copyright would vest with the University, in accordance with Indian Copyright law. A ratio of 60:40 revenue sharing will be applicable for the researcher(s) and the University respectively.

Researcher’s/Student’s Thesis: A researcher/student shall own the copyright of his or her thesis. The researcher/student shall grant to the University a royalty-free permission to reproduce, publish, and publicly distribute copies of the thesis, in any appropriate form.

If Thesis, Publication or Book by University personnel contains information on any invention that the University is entitled under this policy, the personnel shall make relevant disclosures to the University to obtain 'no objection' before such publication is made or caused to be made.

7. INTELLECTUAL PROPERTY ADMINISTRATION

The Intellectual Property Management Committee (IPMC), appointed by the Vice Chancellor of the University, shall oversee and guide the processing and management of the University's IP, including its utilization/commercialization. Including Vice Chancellor or his/her representative, Registrar, IP Cell Head, TTO Head, IP cell Manager, Dean and Directors of respective Departments/School or other dignitaries as appointed by the Vice chancellor are committee members of the IPMC. The IPMC is responsible for reviewing and interpreting this IP policy and for resolving any dispute that may arise in the context of IP and IP management at the University. The IPMC will also provide guidelines for technology transfer undertaken by the University and for technology licensing practices of the University.

The IPMC is the administrative body of the University's IP cell and TTO office, reporting to the Vice Chancellor of the University. The IPMC, which is responsible for the day-to-day handling of IP matters through the University's IP cell and TTO office, including but not limited to dealing with Disclosures of Inventions submitted by the Researcher(s), arranging for the Evaluation of Disclosures, filing and maintaining Patent and other IP applications, and negotiating Technology Transfer, Licensing, and Commercialization Agreements, Research Agreements, or any other Agreements concerning IP related matters. The IPMC in consultation with the University's IP cell and TTO office may update the IP policy from time to time.

8. DISCLOSURE, EVALUATION, AND UTILIZATION OF UNIVERSITY IP

If the R&D effort of a Researcher(s) results in IP, whose ownership is vested to the University (solely or jointly) as per Clause 5 above, the Inventor(s) is obliged to disclose such an IP to the University. The Inventor(s) must promptly disclose the complete details of the IP generated or conceived, to the IP Cell through the

prescribed Invention Disclosure Forms (IDF). Where an Invention results from a project funded by an Agency, the nature of protection of any IP shall be consistent with the conditions under which Funding Agency has financed the R&D Project.

Following the submission of an IDF, the Inventor(s) shall maintain the confidentiality of the IP until the process of its evaluation has been completed and a decision has been made by the University regarding protection for the IP and communicated to the Inventor(s). Specifically, the Inventor(s) shall not make public disclosure of the Invention in any forum, whether in a scholarly Journal, and Conference, or in any media, or in any form of public disclosure until an application seeking protection for the IP has been filed. It is important to realize that the Disclosure of an Invention is made by the Inventor(s)/ researcher (s) it should be done in a Confidential Manner by prior signing a non-disclosure agreement with the receiving party. This information must be treated with the absolute care, especially using other secure means of handling the Confidential Information.

The IP cell shall, within three month of the submission of an IDF, evaluate for the requisite statutory protection and commercial potential of any IP submitted and start proceeding with the protection procedure of the IP.

The IP cell shall review and evaluate the IP Portfolio of the University periodically, to assess the utility, and potential for Technology Transfer, Licensing, and Commercialization, or culling of the IP based on the importance, use and utility of the Inventions and IP owned by the University or take a decision to withdraw non-performing IPs to cut down their maintenance fees.

The expenses involved in seeking and maintaining protection for IP will be met as follows: where an invention has resulted from an R&D Project whose funding provides specifically for IP expenses, the University shall utilize such funds for seeking IP protection. Where such funds designated specifically for IP expenses are not available to the project from which the IP has been generated, the University shall bear the costs of IP protection, wholly or in part, depending on whether the inventor(s) are able to meet a part of the expenses through funds available to them. The extent of costs borne by the University will be limited to protection of IP in India only. The costs for the IP to be protected in other countries through PCT

application or via convention application shall be decided on a case to case basis by the IPMC.

Where a researcher's/student's academic thesis contains invention(s) for which statutory protection is sought by the University Faculty/ Student, the IP Cell should be approached promptly to work with the office of the Deans, and the Deans shall seek to delay the publication of the thesis and its contents until the IP cell conveys to the Deans a decision made (following usual procedure) by the IP cell about seeking legal protection for invention(s) and the same may be mentioned in the thesis for its greater impact. If the decision of the IP cell is not to seek statutory protection for the invention(s) in question, the IP cell shall convey the same to the Dean promptly, so that the publication of the thesis may be made forthwith. If the decision is to seek protection, expedited efforts shall be made by the IP cell to have the necessary legal steps taken.

The University shall, through the IP cell, secure a formal contract letter, assigning all rights of the Inventor(s) in the IP to the University, on a permanent, irrevocable basis. Such an assignment would protect the University from any claims at a later date, when the IP rights may be licensed, transferred, or commercialized through a third party, as the case maybe.

9. COMMERCIALIZATION/ UTILIZATION OF THE UNIVERSITY IP

As the sole or joint owner of any IP, the University is entitled to enter into binding agreement with any party for the utilization of its IP, whether on commercial terms or on non-commercial terms in the public interest, and in a manner consistent with the terms of any agreement involving the R&D project from which IP is generated complying with the terms of this policy.

9.1 The University shall be entitled to grant Licenses, whether exclusive or not, for the utilization and commercial exploitation of University IP, or to make such other arrangements as the University may deem fit to facilitate Technology Transfer, Licensing, and other means of Commercialization of the University IP to industry or other entities, while preserving the rights and interests of the University and of the Inventor(s). Where the University IP results from R&D projects funded by Public Agencies or through the resources provided by the University, an

exclusive license may only be granted if the terms of public funding permit such a license. Any licensing of IP generated from public-funded R&D, including R&D work supported by the University, shall comply with applicable national legislation, if any.

9.2 The cooperation of Inventor(s) with the University and with licensees of University IP is usually essential for the success of efforts to utilize/commercialize IP. Therefore, Inventor(s) shall provide all assistance to the University both during the effort to protect IP and the later efforts to undertake Technology Transfer, Licensing, and Commercialization. The assistance and active cooperation of Inventor(s) is also required in identifying potential licensees for University-owned IP and in negotiations with potential licensees.

9.3 Where an Inventor wishes to develop and commercialize University IP based on his/her Invention, the University will generally license such IP to the Inventor, on a priority basis, as compared to their license seekers, on terms favourable to the Inventor(s), such as through taking an equity stake in the Start-up Company or any company that such an inventor might set up. Such initiatives may be channeled through IPMC or other similar bodies formed by the University to promote such initiatives. Agreements to enable such Commercialization efforts will be formulated on a case-by-case basis.

10. REVENUE SHARING

Except as otherwise provided in this policy, the following scale would apply to apportion, among the Inventor(s) and the University, any Technology Transfer Fees, Lump sum payments, and Royalty(ies) amounting to total revenue received through the Technology Transfer, Licensing, and Commercialization efforts of the University-owned IP.

A. Research Outputs Generated as a Result of Incidental Support by the KIIT 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 the University which is created with incidental support provided by the University.

B. Research Outputs Generated as a Result of Substantial Support by the KIIT university

The KIIT University is free to enter into revenue sharing agreements with the researchers, in cases of commercialization of inventions/innovations, as per the advice of the IP Cell. The details of revenue sharing may be decided, based on the type of IP and kind of commercialization. The researcher(s) and the KIIT University will have 60:40 ratio of revenue, respectively. This sharing pattern will be applicable to IP owned by the University which is created with substantial support provided by the University.

In case the IP filing costs were not borne by the KIIT University, the researcher would be first reimbursed the costs incurred for such IP, from any income accruing from the commercial exploitation of the IP. Generally this condition is particularly relevant, when a provisional patent application may have to be filed by the innovators before any disclosure of the innovation and also in case refusal of financial support for filing and maintenance of IP. The above sharing patterns are applicable after deducting such costs and the remaining amount needs to be shared between the researcher(s) and the KIIT University.

The researcher's share may continue to be paid, irrespective of whether or not the individual continues as a researcher at the KIIT University.

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 IP 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 from the researchers' share. The researcher(s) may, at any time, by mutual consent, revise the distribution of IP earnings agreement, and the KIIT University may approve the revised agreement, subject to the advice of the IP Cell, IPMC and the vice chancellor or his/her representative.

With regard to the total IP-related revenues earned (100%) by the KIIT University, 40% of the revenue earned by the University is used for creating and maintaining

the KIIT University's IP management fund. This fund may be utilized for any activity relating to commercialization and maintenance of IPRs or obtaining IPRs in any other country, or for capacity building in the area of IP protection, IP cell expenditure, etc. Further, 20% of the total revenue earned by the University is paid to the KIIT University as administrative charges, and 40% total revenue earned by the University is made available to the department/school concerned for the purchase of equipment or materials or for any other academic/research activity, including promotion of science and innovation. The revenue sharing model can be altered if some revenue sharing agreement is executed and approved by the IPMC prior to commercialization activities of the said invention.

In case of establishing a spin-off enterprise, an individual agreement between the university and the Inventor(s)/spin-off enterprise shall be applicable regarding the share of equity. The conditions of the agreement shall be negotiated on a case-to-case basis having due regard to the contribution of the Inventors to any further development and the exploitation beyond the creation of Intellectual Property and to any funding provided by the Inventor(s), the university or any third parties acquiring a share of equity in the new enterprise. The decision concerning the conditions of a spin-off establishment shall be taken by the IPMC committee designated by the VC on behalf of the University.

C. Research Outputs Generated as a Result of Substantial Support from External Partners

The revenue sharing on any IP generated from a partnership between the KIIT University and external partners may be based on the agreement signed between the KIIT University and the external partner at the beginning of such collaborations. In absence of any prior agreement on revenue sharing, the KIIT 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. The costs for IP protection may be shared by both the parties, based on the terms and conditions provided in the specific agreement. In absence of such prior arrangement cost shall be shared in proportion to the allocation of rights and benefits.

In circumstances wherein the assignee or the licensee has not taken adequate steps

for the commercialization of the KIIT university-owned intellectual property, the KIIT University may 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 KIIT University and the licensee about transfer and/or commercialization of technology would be desirable.

In the event of any inconsistency with the national legislation or government policies concerning IP revenue sharing, the respective legislation or government policies shall prevail.

D. Encouraging Entrepreneurship and Start-ups

The researcher may be exempted from paying any upfront fee and royalty for **three years from the filing date of the IP**, on any university owned IP where they are named as inventors, for the purpose of starting firms/ start-ups/ spinoffs. If there is more than one researcher, all researchers can collectively avail this benefit, and not individually or in sub- groups without the consent of rest of the researchers in the IP being utilized for the purpose.

E. Limitation of liability

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

11. RESEARCH & DEVELOPMENT (R&D) AGREEMENTS

As part of its R&D programs, the University enters into agreements for funding and/or collaboration with other entities/partners, such as universities, research institutions, industry, and funding agencies, including government agencies and foundations. Such agreements include Memoranda of Understanding (MOU), Research Agreements, Non-Disclosure Agreements (NDA), Material Transfer Agreements (MTA), Material Testing (Examining) Agreements (MEA), Technology Transfer Agreements, and Technology Licensing Agreements. To ensure that such Agreements are in compliance with the IP Policy of the University and to protect the interest of the University fully, specific details of an Agreement may vary from case to case, the templates can be customized for a particular case,

while preserving the interests of the University.

Where template agreements are provided to the University, it shall be ensured that such templates are in compliance with the IP Policy of the University.

A. Types of Licensing Agreements

Licensing agreement and assignment (transfer of ownership) of IPRs to a third party are the most common modes of IP transfer that can lead towards commercialization 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, the universities and researchers should use licensing mode only, so that ownership rights over IP can be retained without hampering the prospects of commercialization. The mode of assignment to be used in exceptional circumstances, it is to be decided by the Vice Chancellor or his/her representative or any competent authority suggested by him on recommendation of the IP Cell and the IPMC. There are various types of licensing and they include:

11.1 Exclusive Licensing: The licensor (the University) licenses the IP solely to one licensee. In other words, the licensee will be the only one authorized by the licensor to use and exploit the IP in question. It is usually in the interest of the KIIT 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 or any competent authority suggested by him on recommendation of the IP Cell.

11.2 Non-exclusive Licensing: The University (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.

11.3 Sub-licensing: This is applicable when a licensee wishes to further license the IP to other party/parties. Permissions pertaining to sub-licensing shall be clarified explicitly in the agreement between the universities/ researchers and licensee(s).

12. OTHER RELATED ISSUES

- i. **Conflict of Interest:** The researcher(s) are required to disclose any (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 head of IP Cell and IPMC. 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 license. The IP Cell may take the final decision on the licensing, based on an all overall assessment of relevant factors.
- ii. **Warranties:** As the research is conducted only on a reasonable efforts basis and is experimental in nature, the results or deliverables are provided “AS- IS” and without any representation or warranty of any kind, expressed or implied including warranty of merchantability or fitness for any particular purpose or any warranty that any use will not infringe or violate any patent or other proprietary rights of any other person or organization.
- iii. **Indemnity:** The contracting party or the licensee should indemnify the University from any claim, loss, cost, expense or liability of any kind that may be incurred by the External party, due to the use of the results, deliverables or IP generated in any R&D Project, including manufacturing defects, production problems, design issues, Upgradation and debugging obligation.
- iv. **Signatory:** Agreements of all types (covered by this IP Policy) entered into by the University are considered to be valid and binding only when signed by the IPMC and/or Vice Chancellor of the University or his or her representative. To ensure that the relevant Researcher(s) are aware of the terms of a given Agreement, each Agreement is to be witnessed by at least one of the Researcher(s) whose effort will be central to meeting the obligations of that Agreement.
- v. **Governing Law:** As a policy, all contractual agreements entered into by the University shall have the jurisdiction of the Courts in Bhubaneswar and shall be governed by appropriate laws in India.
- vi. **Audit of Accounts and Records:** The University shall retain the right to audit the accounts and records of the Licensee for any University licensed IP. In the event of

any discrepancy in the account and records, Licensee shall pay the reasonable costs of the audit incurred by the University and the losses suffered by the University on account of misrepresentation of facts. The Licensee is required to maintain separate account and records for the Licensed IP of the University.

- vii. **Infringement:** University shall retain the right to engage in or desist from any litigation concerning IP and license infringements including patents, copyright, trademark, design, Layout Designs (Topographies) of Integrated Circuits and plant patents.
- viii. **Policy Related to Transfer of Biological Resource and Associated Knowledge:** Any transfer of biological resources shall be in strict compliance with the provisions of Government of India's Biodiversity Act 2002, including the amendments in future. While processing application filed for grant of patent, researchers shall simultaneously process their request for permission from National Biodiversity Authority.
- ix. **Utilization of the KIIT University owned IP:** In cases where in a researcher or a group of researchers of the KIIT University wants to use university owned IP for creating a start-up, the researcher(s) may place a request before the IP Cell and IPMC, and after taking into consideration all the relevant aspects, the IP Cell and the IPMC may recommend the KIIT University to allow the researcher(s) to use the IP. The IP Cell and the IPMC may also put forward its recommendations on the extent to which the researcher can use the KIIT University owned trademarks with regard to the activities of that start-up.
- x. **Urgency of IP protection:** In cases of urgency, the IP 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 IP Cell budget or the budget of the relevant research project, depending on availability of funds.
- xi. **Co-owner of IP:** In cases of joint patent applications of the KIIT University with the funding agency or other partners, the costs of filing shall be shared between the joint applicants and IP Cell may facilitate the filing of applications, as per the agreement between the parties. However, if the funding body or other partners does not want to file the patent application through the KIIT University IP Cell, the funding body will

be required to bear the entire expenses towards joint patent application and prosecution.

- xii. **Renewal of IP Rights:** Every year, the researcher should intimate the IP cell regarding the working of the IP and it's essential to renew the IP right associated with the IP. Decision on the annual renewal of IP rights will be taken by the KIIT University. If the University decides not to renew the IPR in any country, then it may assign the rights of the IP in that country to the creator(s) based on a request to that effect from the creator(s) and an internal review. In all cases, where IP rights in any specific country have been reassigned to the inventor(s), the KIIT University shall not claim any share of such proceeds earned through that IP in that country excepting for the costs already incurred by the KIIT University.
- xiii. **International IP Protection:** The IP protection abroad whether conventional filing or filing through PCT route will be evaluated by the IP cell or the Intellectual Property Management Committee (IPMC).
- xiv. **Grievances:** In case of any grievances regarding any of the decisions taken by the IP Cell and/or IPMC, 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 KIIT University and the decision taken by her/ him shall be final.
- xv. **Amendment of the Provision and Guidelines of the IP Policy:** The KIIT University may amend the provisions and guidelines set out in the IP Policy from time to time. The KIIT University shall notify all the University personnel of such amendments as soon as possible. The amendments shall be in full force and effect on the date the amendments have been announced by the University to take effect.
- xvi. **Waiver of the IP Policy:** The University shall have the discretion to waive or vary any or all of the provisions of this IP Policy, or any of the rules or guidelines framed there under, in a particular case. Such discretion shall lie solely with the Vice Chancellor of the University or his/her representative. A waiver on one occasion and for a particular case shall not be deemed to be a waiver or variation or act as a precedent for a waiver or variation of the same or any other provision on a future occasion or for a future case.

- xvii. **Leaving employment of the University:** Cessation of employment either by resigning, retirement, or completion of project/ course, under normal circumstances, will not affect an individual's right to receive a share of "Royalty(ies)", provided the IP/revenue was generated during the due course of their employment or association with the University. Such cessation shall not also absolve the Researcher(s) from their obligations towards confidentiality or the procurement/ registration of IP in so far as executing necessary documents and/or assisting attorneys of the University towards the objectives of the University are concerned.
- xviii. **Death:** In the case of the death of the Inventor(s), any due share of the revenue will be paid to the legal representatives of the deceased.

13. USE OF UNIVERSITY TRADEMARKS

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

- A. They will be used only in public interest;
- B. They 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 and its regulatory bodies;
 - ii. in promoting truthful claims and information, *i.e.* not for misleading the society or users; and
 - iii. without any liability on the KIIT university in case of misuse of trademark(s) or accidental damage accruing due to use of trademark(s).
 - iv. **Commercial Use:** Use of the KIIT University trademark or any trademarks or Service marks associated with KIIT University being KIIT University or its subsidiaries as owner of the trademark for any commercial use, then KIIT University or its subsidiaries may share the revenue generated from the trademark or brand value or service mark in a ratio 51:49 with the User of the Trademark or Service mark respectively. Alternatively, the revenue sharing that

is acceptable to the University can also be allowed as per trademark law in India.

14. DISPUTE RESOLUTION

A. Mediation

In the event of any differing viewpoints, interpretations of the Agreements or dispute between the University and the other external party, efforts shall be made to settle the issue amicably and expeditiously by mutual consultation or negotiation. Should such an amicable settlement prove to be impossible, the parties may consider arbitration or mediation mechanism to resolve the differences. If the dispute in question is not settled through mediation, it shall recommend appropriate remedies to the Vice-Chancellor of the KIIT University for Urgent Decision.

B. Jurisdiction

Any disputes arising from the terms and conditions of any IP-related agreement entered into by the KIIT University shall be subject to the jurisdiction of the Court at Bhubaneswar or High Court at Cuttack, Odisha.

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**KALINGA INSTITUTE OF
INDUSTRIAL TECHNOLOGY (KIIT)**

Deemed to be University
(Established U/S 3 of UGC Act, 1956)
Bhubaneswar, Odisha, India