

G. Narayanamma Institute of Technology and Science (Autonomous)

INTELLECTUAL PROPERTY RIGHTS



POLICY DOCUMENT

**G. Narayanamma Institute of Technology and Science
(For Women)
Shaikpet, Hyderabad-500 104.**

Table of Contents

Content	Page No.
Intellectual Property Ownership	3
Disclosures, Confidentiality and Assignment of Rights	5
Evaluation of Intellectual property	5
Contracts and Agreements	6
Commercialization	6
Revenue Sharing	7
Infringements, Damages, Liability and Indemnity Insurance	8
Conflict of Interest	8
Dispute Resolution	8
Jurisdiction	9

Intellectual Property Policy Document

I. Intellectual Property Ownership

A. GNITS Ownership

1. Intellectual property of every category produced or created by faculty, students, staff, project staff, visitors and others, such as trainees from other institutes, participating in GNITS programs or using GNITS funds or resources, are owned by GNITS when either of the following applies:
 - a) The intellectual property was created with the significant use of funds or facilities controlled by GNITS.
 - b) The intellectual property was created (i) as a part of the normal professional duty or (ii) work for hire.
 - c) The intellectual property was created in the pursuant to a sponsored/consultancy research agreement with GNITS. In such cases, specific provisions related to IP made in contracts governing such activity will determine the ownership of IP.
 - d) The intellectual property was created as a part of academic research and training leading towards a degree or otherwise.
2. All copyrights, including copyrighted software will be owned by GNITS when it is created as a part of any of the academic programs of GNITS or created pursuant to a written agreement with GNITS, providing for transfer of copyright or ownership to GNITS. More specifically:
 - a) GNITS will be the owner of the copyright on all teaching materials created by GNITS and non-GNITS personnel for external agencies, institutions and industry under the continuing education and distance education programs of GNITS. However, the authors will have the right to use the material for their teaching and research activities.
 - b) GNITS will not claim ownership of copyright on books and scientific articles authored by GNITS personnel. However, GNITS will have the copyright if books and reports have been created using funds exclusively provided for this purpose by GNITS.

B. Inventor/Author Ownership

1. Inventors/Authors will own intellectual property when
 - a) None of the situation defined above for GNITS-ownership of intellectual property applies.
 - b) It is created outside their assigned/normal area of research/teaching, for example, popular novels, poems, musical compositions, or other works of artistic imagination, without the use of significant institute resources.
2. Students will own copyright on theses/dissertation created as a part of their academic programmes. However, the student must grant to GNITS royalty-free permission to reproduce and distribute copies for teaching and research as well as for dissemination for teaching and research to other academic institutions.
3. Ownership of software code, patentable subject matter and other intellectual property contained in the theses/reports are subject to conditions specified under GNITS-ownership and Inventor/Author ownership.

C. Third-Party Ownership

1. Ownership of intellectual property resulting from:
 - a) Funds provided partially or fully by a third-party to GNITS will be governed by specific provisions in the contract between the third-party and GNITS.
 - b) Exchange programs between GNITS and other institutions will be governed by specific provisions in the contract between the third-party and GNITS.
 - c) In case no such specific contract exists, IPR will remain with GNITS.
2. In cases of all IP produced at GNITS, GNITS shall retain a non-exclusive, free, irrevocable license to copy/use IP for teaching and research activities, consistent with confidentiality arguments where ever entered by GNITS.

3. In cases where an IP is created by GNITS personnel, fully or as a part of the team, during deputation, official leave, or sabbatical, the concerned GNITS personnel should officially communicate the IP to GNITS. If the IP involves ideas/software developed, fully or in part, using significant institute resources, then the IP will also be owned by GNITS fully or partially, as the case may be.

II. Disclosures, Confidentiality and Assignment of Rights

1. For sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of IP are applied.
2. For all other IP produced at GNITS, the inventors will be required to disclose their IP to the IPEC (Intellectual Property Evaluation Committee) at the earliest date using an IPDF (Intellectual Property Disclosure Form).
3. It will be mandatory for students to submit an IPDF, countersigned by their supervisor(s), at the time of filing their B.Tech report and M.Tech report.
4. The inventor shall assign the rights of the disclosed IP to GNITS before leaving the institute and will agree to the terms and conditions for the sharing of any financial benefits received by the institute by commercialization of such IP.
5. Having made the disclosure, the inventors, both GNITS and non-GNITS personnel, shall maintain confidentiality of the IP during the period it is pending with GNITS for the assessment of the possibility of commercialization and protection of IP, unless authorized in writing by GNITS

III. Evaluation of Intellectual property

1. Evaluation of Intellectual Property will be done by the IPEC (Intellectual Property Evaluation Committee). Director (R&D) will be the Chairman and the Head of the organization within GNITS responsible for commercialization, will be the member secretary. The Principal will nominate at least three additional faculty members with expertise or familiarity/experience in areas related to the IP.

2. Evaluation of IP means:

- a) Assigning ownership of IP.
- b) Determining whether an IP is innovative and fit for filing in India and foreign countries.
- c) Determining whether the IP has a reasonable chance for commercialization.

3. After evaluation of IP, if GNITS decides not to take the responsibility for the protection of the IP, then it will assign all the rights of the IP to the inventors.

4. Even in such cases, as in (3), GNITS may take the responsibility of facilitating protection of the IP on case by case basis.

5. A decision on the annual renewal of IP rights will be taken by the IPEC. If GNITS decides not to renew the IP, fully or partially, then it will assign the rights of the IP, wherever relevant, to the "inventors."

IV. Contracts and Agreements

All agreements related to IP, including, but not limited to the following categories, undertaken by any GNITS personnel and students need to be approved by the institute:

1. Allegiance, Affirmation and Confidentiality Agreement.
2. Evaluation Agreement.
3. License Agreement
4. Technology Transfer (Commercialization) Agreement
5. Alternative Dispute Resolution Agreement
6. Classified Information Non-Disclosure (specific) Agreement

The Director (R&D), with specific approval of the General Secretary, will be the authorized signatory in all categories of agreements listed above.

V. Commercialization

1. GNITS shall market the IP and identify potential licensee(s) for the IP to which it (i) has ownership and (ii) for which rights have been assigned to it. Licensing may be made either directly to third parties or through incubation or through licensing agents.

- a) Technology licensing: Licensing the IP to 3rd parties for commercialization. This would be as per the current policy and revenues earned will be shared with the inventor(s) as detailed in next section.
 - b) Incubation through GNITS Incubator: GNITS inventors and community interested to incubate the technologies developed have an opportunity through GNITS-Incubator. In this case GNITS Incubator considerations are applicable for equity and/or revenue sharing of the respective companies for transfer/ licensing of / permission to use IP in favor of the incubatee companies.
2. For the IP where exclusive rights have not already been assigned to a third party, the creators may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care to ensure that the value of the IP is not affected.
 3. If GNITS is not able to commercialize the IP in a reasonable time, then the inventor(s) may approach GNITS for assignment of rights of the invention(s) to them.

VI. Revenue Sharing

1. The net earnings from the commercialization of IP owned by GNITS would be shared as follows:

Case	Net Earnings	Inventors share	GNITS share	Department share
1	Lump sum amount	65%	25%	10%
2	Annual Royalty	40%	40%	20%

2. The creator(s) share would be declared annually and disbursement will be made to the creator(s), their legal heir, whether or not the creators are associated with GNITS at the time of disbursement.

3. Co-creators of IP shall sign at the time of disclosure, a distribution of IP Earnings' Agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The inventors may at any time by mutual consent revise the Distribution of IP Earnings Agreement

VII. Infringements, Damages, Liability and Indemnity Insurance

1. As a matter of policy, GNITS shall, in any contract between the licensee and GNITS, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, upgradation and debugging obligation.
2. GNITS shall also ensure that GNITS personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licenses.
3. GNITS shall retain the right to engage or not in any litigation concerning patents and license infringements.

VIII. Conflict of Interest

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. 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. Under these circumstances, it must be ensured by the inventor(s) that their entrepreneurial activities do not have an adverse impact on inventor(s) teaching, research and any other institutional responsibilities.

IX. Dispute Resolution

In case of any disputes between GNITS and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Principal of GNITS. Efforts shall be made to address the concerns of the aggrieved party. The Principal's decision in this regard would be final and binding.

X. Jurisdiction

As a policy, all agreements to be signed by GNITS will have the jurisdiction of the courts in Hyderabad and shall be governed by appropriate laws in India.

Nomenclature

IP : Intellectual property

GNITS : G. Narayanamma Institute of Technology & Sciences, Hyderabad

IPEC : Intellectual Property Evaluation Committee

IPDF : Intellectual Property Disclosure Form

Glossary

- 1) **“Principal”** means the Principal, GNITS, Hyderabad.
- 2) **“Author”** means faculty, students, staff or visiting faculty who has/have written or created a creative work.
- 4) **“Confidential Information”** is information not in the public domain and declared confidential by parties as such in a MOU/Agreement that has been signed by the parties.
- 5) **“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.
- 6) **“Creators”** are persons who have produced any original work.
- 7) **“Intellectual Contribution”** means original technical or artistic contributions.

8) **“Intellectual Property”** includes but is not limited to copyrights and copyrightable materials, patented and patentable inventions, tangible research results, trademarks, service marks and trade secrets.

9) **“Invention”** includes but is not limited to any new and useful process, formula or machine conceived or first reduced to practice in whole or in part, defined within the purview of the Patent Act, Inventor(s) is person(s) who produce an invention.

10) **“Licensing”** is the practice of renting the intellectual property to a third party.

11) **“Net Earnings”** Earnings resulting from the licensing or commercialization of the IP reduced by the outstanding actual expenses incurred in obtaining and commercialization of the IP.

12) **“Patent”** means the exclusive right granted by law for making, using or selling an invention.

13) **“Royalty”** is the payment made to an inventor/author or an institution usually for legal use of a patented invention or any Intellectual Property when licensed.

14) **“Significant Use of GNITS Resources”** is any usage of GNITS's resources in the creation of the invention(s), in excess of the routine use of office facilities, computers, library resources and resources available to the general public.

15) **“Software”** means anything executable in a computer.

16) **“Teaching material”** means any material that aids the process of teaching.

17) **“Trade Mark/Service Mark”** 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.

18) **“Trade Secret:”** Usually some information such as know-how of commercial or strategic value that is not disclosed to all and is used in a restricted manner.

