



St. Xavier's College (Autonomous), Mumbai

INTELLECTUAL PROPERTY POLICY

ARTICLE 1 - PREFACE

1. Context and Mission

- 1.1. The core **vision** of St. Xavier's (Autonomous) College ("College"), Mumbai, is to form "An academic community dedicated to the holistic education of future leaders who will demonstrate innovation in their professional competencies, integration in their personal lives and inclusion in their social contribution." The core **mission** is to cultivate the values of professional innovation, personal integration and social inclusion.
- 1.2. The College is committed to ensuring that Intellectual Property ("IP") emanating from its research activities is used in support of the objectives set out herein and in accordance with its legal obligations, for the benefit of the College, the Creators and, most importantly, society-at-large.

2. Purpose of the IP Policy

- 2.1. **Promotion of IP utilization.** The intent of the IP Policy is to facilitate the widespread use of, through various modalities of access to, the College's IP.
- 2.2. **IP management.** The IP Policy seeks to set the framework for the translation of the IP arising from the College's Research into products, services and processes. It encourages Staff members (permanent and non-permanent), and students to become Creators and to identify IP with potential commercial value. It also establishes clear rules and procedures for the management and Commercialization of such IP generated at the College.
- 2.3. **Balance of interests.** The IP Policy seeks to ensure the legal protection, where applicable; effective management and Commercialization of College IP; while at the same time not impeding with the traditions of education and scholarship, academic freedom, open and timely publications, College sovereignty, and the College's mission serving the public interest.

3. Overall Principles

The College operates under the following overall principles:

- 3.1. **Responsible Commercialization.** Where IP arises that has commercial potential as a result of Research, the College intends to make such IP available in a form that will most effectively promote its development and use for economic and social benefit.
- 3.2. **Incentives.** The College wishes to recognize and reward Staff Members, Students and External Researchers whose IP generates a demonstrable socio- and/or economic impact.



ARTICLE 2 - DEFINITIONS

Without prejudice to any applicable laws, in this Policy the definitions set out below shall apply:

Author. Any person to whom this Policy is applicable, who individually or jointly with others makes a design, a mark or copyrightable work and who meets the criteria for authorship under the IP laws of India.

Background IP. Any pre-existing IP created before the execution of any Research Project, or prior to a Creator becoming subject to this IP Policy, by virtue of Appointment in the case of an External Researcher, employment contract in the case of a Staff Member, or registration/enrolment in the case of a Student.

Commercialization. Any form of utilisation of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society. **Commercialize** is similarly defined.

Commercialization Entity. A company that has access to the IP of the College, through any one or more of the available Commercialization modes, to produce new products, processes or services. This can be a start-up.

Conflict of Commitment (COC). Any situation in which an individual Staff Member's or External Researcher's primary professional loyalty is not to the College because the time devoted to outside activities adversely affects their capacity to meet their responsibilities as set out in their employment contract of Appointment.

Conflict of Interest (COI). Any situation in which real or perceived interests of an individual Staff Member, External Researcher or Student may run counter to the interests of the College or negatively affect their employment or duties.

Course Materials. All materials used in, or in connection with, and for the purpose of, teaching an education course through the provision of lectures, seminars, workshops, field or laboratory classes, assessments, practicum and other teaching activities conducted by the College; and all IP in such materials.



Creator. Any person to whom this Policy is applicable, who creates, conceives, reduces to practice, authors, or otherwise makes a substantive intellectual contribution to the creation of IP and who meets the definition of ‘inventor’, or ‘author’ or ‘breeder’ as generally implied in the IP laws of India.

Enabler. Any assistants, technicians, and other individuals who have indirectly contributed to the creation of IP by Creators - and as such may not be listed themselves as an author or inventor in terms of statutory IPRs - mainly through the execution of standard tasks or following through on specific instructions, but without whose practical contribution the Commercialization would not have been possible.

Genetic Resources (GRs). “Genetic material of actual or potential value.”¹ Genetic material is defined as “any material of plant, animal, microbial or other origin containing functional units of heredity”.² Some GRs are linked to traditional knowledge (TK) through their use and conservation by indigenous peoples and local communities, often over generations, and through their widespread use in modern scientific Research. Examples include medicinal plants, agricultural crops and animal breeds.

Gross IP Revenue. All revenue received by the College on Commercialization of College IP before any deductions for IP Expenses, as defined in Article 10.

Guidelines. The *Guidelines for Customization of the WIPO Intellectual Property Policy Template for Academic and Research Colleges*.

College. St. Xavier’s (Autonomous) College.

College IP. IP owned or co-owned by the College.

External Researcher. Any person who is neither a Staff Member nor a Student of the College who engages in work at the College, including visiting professors, adjunct and conjoint professors,

¹ Article 2 of the Convention on Biological Diversity.

² Ibid.



teachers, researchers, scholars and volunteers; and who concludes an Appointment agreement with the College.

Intellectual Property (IP). All outputs of creative endeavour in any field at the College for which legal rights may be obtained or enforced pursuant to the law. IP may include:

- a) literary works, including publications in respect of Research results, and associated materials, including drafts, data sets and laboratory notebooks;
- b) teaching and learning materials;
- c) other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with the aid of College resources or facilities;
- d) databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
- e) patentable and non-patentable technical information;
- f) designs including layout designs (topographies) of integrated circuits;
- g) plant varieties and related information;
- i) trade secrets/ confidential information;
- h) know-how, information and data associated with the above; and
- i) any other College-commissioned works not included above.

Intellectual Property Rights (IPRs). The proprietary rights that may be granted for an invention, mark, design, plant variety, or other type of IP, should the statutory requirements for protection be met to result in a patent, trade mark, registered design or plant breeders' right, respectively.

Invention. The term Invention shall have the meaning as ascribed to the term as per Section 2(1)(j) of the Patents Act, 1970 (as amended from time to time).

Inventor. Any person to whom this Policy is applicable, who individually or jointly with others makes an Invention and who meets the criteria for inventorship under the Patents Act, 1970.

IP Disclosure Form. The form provided in Annexure A to be completed by Creators and submitted to IP Committee to document their creation.



IP Expenses. All expenses incurred by the College in the management and Commercialization of IP for which Gross IP Revenue has been received.

IP Committee. The body within the College, set up in terms of Article 4.1, which is responsible for overseeing the drafting, implementation, monitoring and evolution of the Policy, and for providing strategic oversight of the IP Committee.

IP Policy Template (or Template). The *WIPO Intellectual Property Policy Template for Universities and Research Colleges*, to be used together with its *Guidelines for Customization*.

Net IP Revenue. Gross IP Revenue less IP Expenses.

Open Educational Resources (OER). Teaching, learning and Research materials that reside in the Public Domain and that have been released under an open license that permits their free use or modification by others.

Plant Variety. A homogenous grouping of plants that can be protected by a form of plant breeder's right such as that defined in the International Convention for the Protection of New Varieties of Plants³.

Policy. This Intellectual Property Rights Policy.

Public Disclosure. The communication of information, relating to IP, to external parties. Public Disclosure includes, but is not limited to, disclosure in written or oral form; communication by email; posting on a web blog; disclosure in a news report, press release or interview; publication in a journal, abstract, poster, or report; presentation at a conference; examination of a thesis; demonstration of an Invention at a trade show; or the industrial application of an Invention.

Public Domain. The freely accessible public realm in which works that are not protected by IPRs, either because the rights have been forfeited or because the rights have been expired, are thereby held by the public at large and available for all to use without permission from the Creator or owner.

³ Generally referred to as "[UPOV Convention](#)."



Research.⁴ Any creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture and society, and the use of this stock of knowledge to devise new applications. It comprises three activities: basic research, applied research and experimental development.

Research Contract. Any type of agreement between the College and an external party or research sponsor, concerning Research, which could result in IP being created at the College. This shall include, but is not limited to, all sponsorships, donorships and collaborations with the external party or research sponsor.⁵

Research Project. Any project that forms the basis of Research undertaken by the College and includes projects undertaken by a Student, under the supervision of a Staff Member or an External Researcher, as part of a research degree program.

Scholarly Works. All copyright works which are the outputs of academic Staff Members, Students or External Researchers, including Research, creative and other outputs in area(s) of his/her expertise. It does not include Course Materials and computer software and databases.

Senior Responsible Officer/Principal. Person(s) at the College who has the ultimate decision-making authority regarding IP.

Staff Member. Any person who is under a contract of employment with the College including academic, research, technical, administrative and adjunct staff, whether full-time or part-time or on a temporary basis.

Student. Any student registered for an approved course at the College.

Substantial Use. Extensive unreimbursed use of the College's resources which include but are not limited to facilities, equipment, human resources or funds. Not included is routine use of libraries and/or office space.

⁴ Definition from the [Frascati Manual](#).

⁵ For details as to the difference between sponsorships, donorships and collaborations, and how the IP ownership clauses may change, see the WIPO Guidelines, Article 8.



Trade Secret/Confidential Information. Information not publicly available and which has commercial value because of its nature, and which the owner has taken reasonable efforts to keep secret.

Traditional Knowledge (TK). A living body of knowledge resulting from intellectual activity in a traditional context, which includes know-how, practices, skills, and innovations. TK embodies the traditional lifestyles of indigenous peoples and local communities and is transmitted from generation to generation, often forming part of the cultural and spiritual identity of the community. TK is not limited to any specific technical field, and may include agricultural, environmental and medicinal knowledge. TK also often encompasses knowledge associated with Genetic Resources.⁶

ARTICLE 3 – SCOPE OF THE POLICY

3.1. **IP.** This Policy applies to all IP generated at the College, in particular by Staff Members, Students and External Researchers.

3.2. **Background IP.** Upon commencing employment, enrolment or an Appointment, Staff Members, Students and External Researchers must declare any existing IP they wish to exclude from the application of this Policy due to creation prior to their employment, enrolment or Appointment at the College.

3.3. **Applicability.** This Policy applies to all Staff Members (permanent and non-permanent), Students and External Researchers who participate in a Research Project or produce Scholarly Works. Rights and obligations under this Policy shall survive any termination of employment, enrolment or Appointment at the College.

3.4. **Binding effect of the Policy.** This Policy constitutes an understanding that is binding on the College, Staff Members (permanent and non-permanent), Students and External Researchers, once adopted by the Board or Senate of the College, on the following grounds:

3.4.1. **Staff Members.** The College shall ensure that the employment contract or other agreement establishing any type of employment relationship between the College and Staff Members includes a provision placing Staff Members under the scope of this Policy.

⁶ There is not yet an accepted definition of “traditional knowledge” at the international level. The proposed definition is provided for the purposes of this Template.



3.4.2. **Students participating in a Research Project.** The College shall ensure that Students participating in a Research Project sign an agreement before commencing the project, to the effect that they have read and will comply with the provisions of this Policy, according to Article 5.2.5.

3.4.3. **External Researchers.** The College shall ensure that External Researchers sign an Appointment agreement before commencing any activity at the College. Such agreement shall place the External Researcher under the scope of this Policy and shall make reference to this Policy, a copy of which will be made available to the External Researcher.

3.4.4. **Informed consent.** The full text of the Policy shall be available on the College website, so that Staff, students, External Researchers and others interested are aware of the Policy.

ARTICLE 4 – GOVERNANCE AND OPERATION

4.1. IP Committee

4. **Purpose.** The College shall establish an IP Committee to oversee the implementation and evolution of this Policy and provide strategic guidance to the IP Committee (according to Article 4.2 below).

4.1.2. **Composition.** The IP Committee shall consist of one management representative, Vice Principal Academics, two (2) Heads of Departments, two (2) Senior Faculty members, and chaired by the Vice Principal Academics.

4.1.3. **Responsibilities.** The decisions of the IP Committee in the determination of an IP management and Commercialization strategy for a particular IP must be ratified by the College Governing Body and then by the Trust Governing Body.

4.1.4. **Meetings.** The IP Committee shall establish regular meetings and also be available for *ad hoc* meetings.

4.2. The IP Committee

4.2.1. **Purpose.** The College shall establish an IP Committee to assist the College in managing and commercializing its IP in a form that will most effectively promote its development and use for economic and social benefit.



4.2.2. **Responsibilities.** The responsibilities of the IP Committee shall include, but are not limited to:

- a. Outreach/awareness to Creators;
- b. Relationship management with Creators;
- c. IP management;
- d. Technology marketing and IP contract negotiation;
- e. IP contract management; and
- f. IP costs and revenue distribution.

ARTICLE 5 - OWNERSHIP OF IP AND RIGHTS OF USE

5.1. IP Created by Staff Members

5.1.1. **College ownership.** The College owns all IP created by a Staff Member:

- a. in the course and scope of his/her employment; or
- b. making Substantial Use of the College's resources.

5.1.2. **Staff Member ownership.** Staff Members will own/co-own the IP they have created when such IP:

- a. is outside the course and scope of their employment and without Substantial Use⁷ of the College's resources;
- b. vests in Scholarly Works (see Article 5.5);

5.1.3. **IP emanating from Research Contracts.** In the absence of provisions to the contrary in any law, the terms of the Research Contract will regulate ownership of IP created by Staff Members in the course of a Research Project that forms part of a Research Contract, as set out in Article 7.

5.1.4. **Appointment of Staff Members at another College.**⁸ It is the responsibility of each Staff Member that holds an honorary or other academic or research appointment at another

⁷ Use will be deemed not Substantial if minimal overhead costs have been incurred by the Institution (such as the use of office space, the library, facilities or traditional desktop computers); only a minimal amount of time has been spent using significant Institution facilities.

⁸ This means that such Staff Members are an external Researcher at another institution.



College (Host College) to bring to the attention of the Host College, including its IP Committee, his/her obligations in terms of this Policy, prior to the tenure at the Host College. To the extent that the Host College's IP Policy makes a claim on IP created by the Staff Member pursuant to such appointment, the Staff Member shall ensure that the Host College negotiates a suitable IP arrangement with the College.

5.2. IP Created by Students

5.2.1. **Student ownership.** IP created by a Student in the course of study at the College (including theses, dissertations and other Scholarly Works) will be owned by the Student. This is in contrast to IP created by a Student in a Research Project, as per Article 5.2.3 below.

5.2.2. Theses or dissertations.

The Student must submit his/her final thesis or dissertation to the Collegial repository.

The Student must grant a royalty-free licence to the College to reproduce his/her thesis or dissertation and to distribute copies thereof to the public.

5.2.3. **College ownership.** IP emanating from a Student's Research Project shall be owned by the College in the following circumstances:

- a. if the IP is created by making Substantial Use of the College's resources (excluding supervision) and there is no re-imburement agreement concluded between the College and the Student; or
- b. if the Research carried out by the Student forms part of the College's Research Projects.

5.2.4. **IP emanating from Research Contracts.**⁹ The terms of the Research Contract shall regulate the ownership of IP created by a Student in the course of such Research Contract, as set out in Article 8.

⁹ That is, if the Student is participating in a Research Project under a Research Contract between the Institution and an external entity or research sponsor.



5.2.5. **College ownership responsibilities.**¹⁰ If the College is the owner of IP created by a Student, in terms of Article 5.2.3 or Article 5.2.4, and hence created in terms of a Research Project or Research Contract, respectively, the College shall:

- a. provide the Student with an explanation of the reasons for the assignment of IP rights to the College;
- b. advise the Student to seek independent advice regarding the assignment;
- c. obtain a deed of assignment from the Student for all IPRs emanating from the Student's Research Contract or Research Project, where relevant, in return for revenue sharing as provided for in Article 10; and
- d. withdraw the Student from the Research Project or Research Contract if a Student elects not to assign the relevant IPRs to the College.

5.2.6. **Bursaries/scholarships.** An external party that grants a bursary or scholarship to a Student may elect to own the IP created by that Student in the course of his/her study at the College provided the Student and the College have consented to the assignment of IP ownership in writing and such consent is not contrary to any applicable law.

5.2.7. **Student Owned IP.** IP Committee may, upon agreement, provide Commercialization services to Students for their IP.

In this event, Students may be required to assign their IP to the College and will be afforded the same rights and obligations as Staff Members under this Policy.

In the absence of an assignment of the IP to the College, the Students and IP Committee may agree on the specific Commercialization services required, [at no cost to the Student; **OR** in exchange for an agreed fee being paid to the College **OR** or sharing of Commercialization revenues accruing to the Students. **[One of the options provided for herein will have to be selected by the IP Committee]**

5.3. IP Created by External Researchers

5.3.1. **College ownership.** Unless otherwise agreed to in writing by the College and the External Researcher's home College prior to the tenure at the College, External Researchers are required to assign to the College any IP:

¹⁰ See also Article 3.4.2 of this Policy.



- a. created in the course and scope of their Appointment at the College; or
- b. created by making Substantial Use of the College's resources.

5.3.2. **College IP.** On departure from the College, the External Researcher must sign and submit to IP Committee an IP Disclosure form disclosing any IP created, as per Article 5.3.1, whilst at the College.

5.4. Special Rules for Course Materials

5.4.1. **College ownership.** The College will own the IP in Course Materials created by a Staff Member or an External Researcher, with the exclusion of Course Material that is created from or for Open Educational Resources, in accordance with Article 5.7.1.

5.4.2. **Licensed by the College.** The College grants the Creators of Course Materials a royalty-free, non-exclusive licence for the territory of India and for a period of five (5) years, to use the Course Materials created by them for teaching and Research purposes at the College. With the express prior written permission of the College, such licence may be utilised for commercial purposes outside the College.

5.5. Special Rules for Scholarly Works

5.5.1. **Publication.** The College recognises and endorses the rights of Staff Members, Students and External Researchers to publish their Scholarly Works, provided that any Scholarly Work which may disclose any possible Collegial IP shall first be cleared by IP Committee after having an opportunity to protect such Collegial IP according to Article 8.

5.5.2. **Collegial repository.** Staff Members, Students and External Researchers should endeavour to obtain publishers' permission to include published Scholarly Works in the Collegial repository whether as a published edition or in pre-publication form.



5.5.3. **Licensed to the College.** Staff Members, Students¹¹ and External Researchers shall grant to the College a non-exclusive, royalty free license to use their Scholarly Works for the College's administrative, promotional, Research and teaching purposes.

5.6. Moral Rights

5.6.1. **Recognition.** The College undertakes to respect and protect the moral rights which copyright law confers on Authors of copyright works.

5.6.2. **Rights granted.** The College acknowledges that moral rights vest in Authors of copyright works irrespective of the copyright ownership thereof and include:

- a. the right of attribution of authorship in respect of the copyright works;
- b. the right not to have authorship of the copyright works falsely attributed; and
- c. the right of integrity of authorship in respect of the copyright works.

5.6.3. **No waiver.** The College will not require Staff Members, Students or External Researchers to waive their moral rights as a condition of employment, enrolment, Appointment or funding.

5.7. Public Domain

5.7.1. **Public Domain.** College IP forms part of the Public Domain in the following circumstances:

- a. if a Research Contract provides that the Research results be placed into the Public Domain; or
- b. if Staff Members or External Researchers made use of OERs or resources licensed through Open Source or Creative Commons Licences¹² and the licensing conditions require release of derivatives into the Public Domain.

¹¹ This obligation can be enforced against Students through a provision in the Student registration form in terms of which the licence is granted to the College.

¹² Creative Commons is a non-profit corporation dedicated to making it easier for people to share and build upon the work of others within the framework of national copyright laws. The Creative Commons suite of free copyright licenses provides a simple, standardized way to give users permission to share and use creative and scholarly work. Such licenses allow Creators to stipulate which rights they reserve, and which rights they waive for the benefit of others.



5.7.2. **Release into the public domain.** The College will release IP into the Public Domain in the following circumstances:

- a. where it is deemed to be in the public interest;
- b. if the IP has low commercial or other development potential and low prospects of fostering the development of new products or services; or
- c. if deemed necessary by the College.

ARTICLE 6 – PUBLICATION, NON-DISCLOSURE AND RESEARCH SECRETS/ CONFIDENTIAL INFORMATION

6.1. **Right of publication.** The College encourages and supports the right of Creators to decide if and when to publish their Research results, in accordance with Article 5.5 above.

6.2. **Non-disclosure for IP protection.** In conjunction with the right of publication, Creators should be aware that premature Public Disclosure may result in loss of IP protection rights¹³. Therefore, they are strongly encouraged to make all reasonable efforts to identify any protectable IP as early as possible, according to Article 8, and shall consult IP Committee before making any Public Disclosure of potential College IP or exercising their academic freedom rights.

6.3. **Trade Secrets/Confidential Information.** The College may designate certain information as a Trade Secret/Confidential Information, owned by the College. In that event, all Creators will be obligated to maintain secrecy of the Trade Secret/Confidential Information and to follow the direction for management of the Trade Secret/ Confidential Information by IP Committee.

ARTICLE 7 – RESEARCH CONTRACTS

7.1. **Authority.** Staff Members, Students and External Researchers shall not have the right to enter into a Research Contract with external parties on behalf of the College unless they are authorized to do so by an official representative of the College.

7.2. **Research Contract Policy.** All Research Contracts must be executed and performed in compliance with the College's Consultancy policy.

¹³ Patents provide protection for technical inventions but there are strict procedures and rules which must be followed. A patent cannot be granted if the invention has already been disclosed and so care must be taken to avoid premature disclosure before the patent application has been filed.



7.3. **Due diligence.** Persons acting for and on behalf of the College shall exercise all due diligence and consult the IP Committee when negotiating and signing contracts that may affect the College's IPRs.

7.4. **Ownership and rights to use.** Subject to any provisions in law to the contrary, ownership and rights to use shall be agreed upon with the external entity, as per terms and conditions agreed upon at the relevant point of time .

7.5. **Government rules.** Research Contracts shall comply with any applicable law and/or Government regulations and/or rules, which may be applicable to Research undertaken by the College, in particular, as far as it relates to the ownership of IP resulting from such Research. The appropriate legal representative of the College will be consulted in this respect before signature of any Research Contract unless this responsibility has been delegated to IP Committee by the College.

7.6. **Approval.** Proposed Research Contract and other legal statements concerning the College's IPRs shall comply with the provisions of this Policy. Any variance from this Policy must be approved by the Senior Responsible Officer.

7.7. **Basic Principles.** The IP clauses in all Research Contracts shall be governed by the following basic principles:

7.7.1. **Concluded from the outset.** A Research Contract must be executed in writing and signed by the College and the external party(ies)/sponsor(s) prior to the commencement of any Research Project and, as appropriate and without limitation, must contain terms relating to ownership, management and use of IP arising from the Research Project as well as any Background IP.

7.7.2. **Background IP.** All College Background IP must be properly recorded and declared prior to the commencement of a Research Contract and belongs to the College. Similarly, Background IP of the external party/sponsor, belongs to such party or sponsor. Use of such Background IP requires express written permission.

7.7.3. **Foreground IP (IP arising from the Research Contract).** IP generated pursuant to a Research Contract by Staff Members, Students or External Researchers shall be governed in terms



of the above provisions relating to IP generated by these parties. The general rule is that such IP shall be owned by the College.

7.7.4. Co-owned Foreground IP.

- a. **Terms for co-ownership.** Co-ownership of IP generated pursuant to a Research Contract shall be in accordance with Indian law, failing which, in an equal undivided manner.
- b. **Costs for protecting and maintaining co-owned IP.** The costs for protecting and maintaining any IPRs shall be shared between the College and the external party(ies)/sponsor(s) as mutually agreed contractually.

7.7.5. Serendipitous IP¹⁴. Any IP created during the course of the Research Contract which falls outside of scope of the Research Contract shall be owned by the College or the external party(ies)/sponsor(s) which developed such IP, unless agreed contractually otherwise in the Research Contract.

7.7.6. Right of first refusal to the IP. The Research Contract may include provisions giving the external party(ies)/sponsors, a right of first refusal to Commercialize the IP emanating from the Research Contract, through a license or joint venture arrangement or assignment.

7.7.7. Publication delay. It is the strict policy of the College to allow Creators freedom to publish their work. However, the College acknowledges that delays in publication for the purpose of initiating statutory protection of the IP is often necessary. In this regard, the College will agree, on a case-by-case basis, to a contractual delay in publication by Creators. IP Committee may, if so required, will facilitate the signing of a non-disclosure agreement by the journal appointed peer reviewers, such that review of the article for publication can proceed while the necessary procedures are being followed for IP protection.

7.7.8. Use of the IP for Research and teaching. In instances, where the College IP is licensed exclusively or assigned as part of the Research Contract, all efforts should be made to secure a royalty-free license for use of the IP for on-going Research and teaching purposes.

¹⁴ Results are serendipitous when research that was originally funded for one purpose turns out to be useful for another purpose.



7.8. **Exceptions to the Policy.** In certain cases, it may be necessary and/or beneficial to the College to enter into a Research Contract that contains exceptions to the provisions of this Policy. Any such exceptions require prior, written approval from the Senior Responsible Officer.

ARTICLE 8 – DETERMINATIONS BY THE IP COMMITTEE

8.1. Responsibility to Disclose IP

8.1.1. **Recording.** Creators shall keep appropriate records of their Research in accordance with the College's applicable policy procedures and make reasonable efforts to ensure that only those individuals within the College who have a need to have access to such records for the performance of their duties are granted such access.

8.1.2. **IP Disclosure.** Where a Creator identifies potential IP resulting from his/her Research or that of his/her team, he/she shall disclose such potential IP to IP Committee promptly by means of an IP Disclosure Form.

8.1.3. **Complete disclosure.** Creators must provide to IP Committee such full, complete and accurate information as IP Committee may reasonably require to enable it to sufficiently assess the technical and related features and functions, ownership, commercial potential and IP protection that might be applicable to such IP. Upon complete disclosure, the IP Disclosure will be registered and assigned a reference number and IP Committee will share this reference number with the Creators to signify that the IP Disclosure has been formally received by the College.

8.2. Creatorship and Ownership

8.2.1. **Creatorship.** Creators shall, upon request, sign the appropriate legal documents provided by IP Committee that attest to creatorship. Where there is more than one Creator, and there is a dispute as to the contribution to creatorship, IP Committee shall in consultation with the Creators, assist in the determination of the percentage IP creatorship, failing which it shall be assumed that there was an equally divided contribution.

8.2.2 **Ownership.** Once creatorship has been determined, the Creators shall be required to formally assign any right, title or interest they may have in that IP to the College in the form of a



contract that specifies the rights that will accrue to the Creator(s) and the College and the obligations they will have to assist the College with the Commercialization of that IP. Article 9.3 will apply.

8.3. Determination as to IP Protection and Commercialization

8.3.1. **Evaluation and recommendation.** IP Committee will analyse the information disclosed in the IP Disclosure within [usually 60-90 days] of formal receipt. The analysis will include: whether or not the subject matter is protectable as IP; an assessment of economic viability or marketability; and determination of any rights of external parties, such as a funder or collaborator. After evaluation, IP Committee will prepare a preliminary report with findings that enable the College to decide if it will proceed with IP protection and Commercialization. IP Committee shall share the preliminary report with the Creator(s), and seek their input.

8.3.2. **Decision to protect/Commercialize.** The College will decide, as soon as reasonably practicable, whether or not it wishes to protect and/or Commercialize the IP. IP Committee will use all reasonable efforts to notify the Creator(s) of the College's decision within 90 days of formal receipt of the IP Disclosure. IP Committee will also make a determination in relation to the validity of any claim made by a Staff Member, a External Researcher or a Student that they are the true Creator(s) of that IP and in relation to their rights under this Policy.

8.3.3. **College's obligation to notify Creators of its decision.** Within no more than 90 days IP Committee will notify the Creator(s) of the decision of whether the College will or will not pursue IP protection and Commercialization of their IP Disclosure.

8.4. College elects not to Protect /Commercialize the IP

8.4.1. **IP abandoned or not Commercialized.** The College reserves the right not to protect or Commercialize IP that it owns if after consultation with the Creators:

- a. there is no reasonable prospect of commercial success;
- b. it is not deemed to be in the best interest of the College; or
- c. it is not deemed to be in the public interest.



8.4.2 **Transfer of Ownership.** In the event the College decides not to pursue IP protection and/or Commercialization, it will take steps to return said IPRs to the Creator(s), contingent on any other superseding contract rights of external party(ies)/sponsor(s).

8.4.3. **Written notification.** If the College is unable to or decides not to protect or Commercialize the College IP, it should notify the relevant Creator(s) of its decision in writing and in a timely manner. It is clarified that the word 'timely' used herein means sufficient to not cause the loss of IP rights by failure to act.

8.4.4. **No prejudice to IP protection.** The Creator(s) should receive the written notification in a timely manner that enables the relevant Creator(s) to take any formal steps to ensure the protection of IP, should they so desire.

8.4.5. **Assignment.** If the Creator elects to take assignment of the IP, the College shall ensure that a deed of assignment is executed without delay.

8.4.6. **Terms and conditions.** If the College assigns IPRs to the Creator in terms of this Article 8.4.5, the assignment may be subject to one or more of the following terms and conditions:

- a. that upon Commercialization, the College be compensated for any expenditure it may have incurred in connection with the protection and/or Commercialization of such IP; and/or
- b. that the College be granted a non-exclusive, royalty-free licence to use the IP for Research and teaching purposes.

ARTICLE 9 - COMMERCIALIZATION OF IP

9.1. **Determination of the Commercialization Strategy.** Within 4 months of the decision to protect or Commercialise the IP under Article 8.3.2, the College will determine, with input from the Creators, the most appropriate Commercialization strategy.

9.2. **Assistance to IP Committee.** Creators of IP which has been selected for IP protection and Commercialization by the College must provide IP Committee with all reasonable support in the assessment, protection (including preventing premature disclosure and execution of any documents including deeds of assignment and deeds attesting to creatorship), and Commercialization of the IP.



9.3. **Sovereignty and Cooperation.** The College shall have the sole discretion regarding the Commercialization of IP owned by it. Notwithstanding, the College will ensure that reasonable efforts are made to keep the Creators informed and, where appropriate, involved in the Commercialization of the IP to which they contributed. The Commercialization of College IP will be planned, executed, and monitored by IP Committee.

9.4. **Commercialization Pathways.** Modes of IP Commercialization may include:

- a. license, either exclusive or non-exclusive, and variations thereof;
- b. assignment (sale) in extra ordinary circumstances;
- c. formation of a Commercialization Entity to which the IP is licensed or assigned in terms of this Policy;
- d. non-profit use or donation;
- e. joint ventures;
- f. royalty free access on humanitarian or other grounds; or
- g. various combinations of the above.

9.5. **Guidelines.** Regardless of the mode of IP Commercialization, the transaction will be executed in a contract which:

- a. protects the interests of the College, its Staff Members, Students and External Researchers;
- b. retains rights for the College to use the IP for educational and research purposes;
- c. assures that the IP will be utilized in a manner which will serve the public good;
- d. assures that the IP will be developed and brought to the marketplace as useful goods and services; and
- e. prohibits the 'shelving' or 'mothballing' of the IP or its use in any illegal or unethical manner. It is clarified that the words, 'shelving' or 'mothballing' of IP refers to IP and invention disclosure bundles that remain unexplored, unlicensed or unused.

9.6. The College will endeavour to Commercialize IP in a manner that enhances local, regional, and national economic development.

9.7. The College will endeavour to Commercialize IP in a manner that encourages and fosters entrepreneurship by Staff Members and others and which supports Commercialization Entities.



ARTICLE 10 - INCENTIVES AND DISTRIBUTION OF REVENUES

1. The College's Incentive Structure

10.1.1. **Purpose and scope.** The College, in the interest of promoting knowledge transfer, will give due consideration to incentives to researchers to foster Research that has socio-economic impact; such incentives may be financial or non-financial. A Creator/Enabler may receive incentives from each IP they created/enabled which is Commercialized.

2. Sharing of Revenues

10.2.1. **General.** The College, if provided for in appropriate law, will award Creators/Enablers in the sharing of monetary benefits that may accrue to the College from the Commercialization of College IP.

2. **Calculation of revenues for distribution.** Calculation of Gross IP Revenue, IP Expenses, and Net IP Revenue shall be in accordance with the following rules:¹⁵

2.1. **Calculation of Gross IP Revenue.** "Gross IP Revenue" is defined in Article 2 as "*all revenue received by the College for Commercialization of Collegial IP before any cost recovery or deductions for IP Expenses*" and includes, but is not limited to, outright sale of IP, option payments received, licence fees received, evaluation fees received, upfront and milestone payments received, royalty payments received, share of profits received, dividends received, commissions, income through disposal of equity, and direct sale of products or services.

2.2. **IP Expenses.** "IP Expenses" is defined in Article 2 as "*all expenses incurred by the College in the management of IP for which Gross IP Revenue has been received*" and includes, but is not limited to, those expenses that relate to (i) the College's expenses incurred by payment to external entities for securing,

¹⁵ Article 10.2 needs to be adapted to applicable national laws which may contain mandatory rules for the calculation of the Gross and Net IP Revenues and/or for the sharing of benefits. The national laws may set minimum requirements but this does not stop the Institution from being more generous, for example if the national laws require 20% of the Gross IP Revenues to be distributed, an Institution can legally provide for 25% of the Gross IP Revenues to be distributed.



maintaining and enforcing IP protection, such as patenting, trademarking, copyrighting and litigation expenses including lawyers fees, if any; (ii) costs incurred by the College in the licensing/assignment of IP, including marketing costs, contract negotiation and drafting costs; and (iii) costs in making, shipping or otherwise distributing products, processes or services that embody the particular IP, including general administrative costs, taxes if any that are required to be paid but not including staff time.

2.3. **Calculation of Net IP Revenue.** IP Committee shall maintain accurate and transparent documentation of IP Expenses incurred for a particular IP and shall be entitled to cover all IP Expenses it has incurred, as set out in 10.2.2.2 above. The “Net IP Revenue” is calculated as the Gross IP Revenue less IP Expenses.

2.4. **Co-owned IP.** Where the IP is co-owned by the College and an outside organization, the Gross IP Revenue received by the College will be shared in accordance with a pre-determined formula as per a contractual arrangement. Thereafter, the Gross IP Revenue received by the College and the Net IP Revenue will be determined, and revenues will be shared in accordance with section 10.2.3.1 and 10.2.3.2 below.

3. **Sharing of revenues – Creators and Enablers (non-teaching Assistants)**

10.2.3.1 **Research IP: Where College facilities and resources are used.**

The Net IP Revenue (as calculated above shall be shared in the following proportion:

40% to the faculty that undertakes consultancy services,

10% to non-teaching assistants, and

50% to College. The College's 50% share will be further bifurcated into 25% for College and the remaining 25% for the respective Department's use.

10.2.3.2 i. **Non-Research Consultancy where the College facilities and resources are not used:**

70% to the faculty that undertakes consultancy services,

15% to the College and 15% is the department share.



10.2.3.2 ii. **Non-Research Consultancy where the College facilities and resources are used:** Since this is mostly using College equipment (usually sophisticated and expensive) and no scholarly work involved:

The operators cost is to be factored in and charges of the instruments used. After deducting these costs, the amount to be shared in the following proportion:

50% to the faculty that undertakes consultancy services, and

50% to College. The College's 50% share will be further bifurcated into 25% for College and the remaining 25% for the respective Department's use.

- 3.1. **Disputes.** In the event of a dispute or uncertainty regarding the Creators'/Enablers' share of the Gross or Net IP Revenue from a specific IP, the issue shall be brought for resolution to the IP Committee.
- 3.2. **Payment.** Payment to the Creators/Enablers will be made by the College on a periodic basis as agreed in writing, but no later than twelve months after receipt of the Gross IP Revenue by the College.
- 3.3. **Taxes.** Payments made as per 10.2.3.4 are subject to personal tax¹⁶. The College shall make applicable tax deductions before making payments to the Creators/Enablers.
- 3.4. **Entitlement.** Creators/Enablers and their heirs will be entitled to IP revenue sharing for as long as the College receives Gross IP Revenues from Commercialization of the College IP. The entitlement to a Creator's/Enabler's share of Gross or Net IP Revenue shall survive any resignation/termination of employment.
- 3.5. **Banking details.** The onus is upon each Creator/Enabler to ensure that the College has their current banking details for the purpose of revenue sharing. The College will keep the relevant IP revenue amounts in reserve for a maximum period of 3 (three) years after which all rights of Creators/Enablers to receive such payments will be forfeited. If the College pays an amount into an incorrect account as a result of information supplied to it being outdated or

¹⁶ National law tax provisions should be consulted.



incorrect, the College will not have any further obligation or liability in respect of such payment, which will be deemed to have been duly and properly made.

2. **Other Incentives**

1. **General.** As a default position, the College will refrain from accepting non-monetary benefits for the Commercialization of its IP or from offering incentives other than revenue sharing, unless they are in addition to the revenue sharing as per 10.2.3.1 and 10.2.3.2, as appropriate. The College will thus give consideration, on a case-by-case basis, to the provision of other incentives, where monetary benefits (revenues) are not available or where the Creator/Enabler elects to choose other benefits *in lieu of* revenue sharing, which may only be realized in due course. Other incentives will include, but are not limited to, the incentives described in Article 10.3.2. – 10.3.4.
2. **Growth, development and acknowledgement.** A framework for growth and development of the Creator/Enabler in their professional and personal capacity shall be developed including (i) recognition of IP generation and Commercialization performance in appraisal procedures; and (ii) opportunities for enterprise development or capacity development through, for example, specific training opportunities, sabbaticals, and local and international exchanges in their relevant Research field or in the field of IP management and knowledge transfer.
3. **Research funds.** The College will actively, through its IP Committee, promote, source and/or facilitate collaborative arrangements with industry partners to secure funding for further Research for the Creators/Enablers.
4. **Creator/Enabler receiving shares in a Commercialization Entity or other licensee.**
 - 4.1. In the case where a Creator/Enabler is granted equity in a Commercialization Entity that licences the College IP which the Creator/Enabler has created,¹⁷ such Creator's/Enabler's portion in the standard revenue sharing formula of Article 10.2.3.1 or 10.2.3.2 will be adjusted accordingly, taking into account the shares

¹⁷ The institutional policy regulating Conflict of Interests must be consulted to assess additional measures that should be put in place especially when the researcher outsources research to the spin-off or start-up company, in which the researcher has a material interest.



held in the company by the Creator/ Enabler. All other Creators/Enablers will be rewarded in accordance with the formula in Article 10.2.3.1 or 10.2.3.2.

- 4.2. Where the College receives shares in a licensee company, which company may be a Commercialization Entity, as consideration for an IP license, the College will take steps such that the Creators/Enablers will be issued their licensee company shares in the revenue sharing proportions, at the time the shares are issued to the College by the licensee.
- 4.3. Notwithstanding the benefit sharing in respect of shares in terms of this Article 10.3.4, the Creators/Enablers will still be entitled to their share of any other revenues under the IP license.

4. Contact Details

10.4.1. **Contact details.** The onus is upon each Creator/Enabler to ensure that the College is in receipt of their current address details for the purpose of revenue sharing. Unless contrary to law, should the College be unable to locate the Creators/Enablers through reasonable efforts, in order to effect payment of the revenue share amount, and a period of five years has passed since an initial attempt, then the portion owed to that Creator/Enabler or his/her heirs will be paid to the College's central fund to be used to support Research and innovation activities.

ARTICLE 11 - IP PORTFOLIO MAINTENANCE

11.1. **Recording and monitoring.** IP Committee or an external entity designated by the IP Committee shall maintain records of the College's IP in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance or annuity fees of protected IP, and shall, within a reasonable time, inform the person or department designated to make such payments.

11.2. **Accounting.** IP Committee shall maintain income/expense accounting records on each IP so that revenue sharing allocations can be calculated.



ARTICLE 12 - TRADITIONAL KNOWLEDGE AND GENETIC RESOURCES

12.1. When Research is conducted at the College using TK and/or GRs, the research shall abide by appropriate laws¹⁸.

12.2. The College shall, as and when required, formulate procedures and mechanisms for access to GRs/TK so as to comply with applicable law at that point in time.

12.3. The College shall make provision in all Research Contracts concluded for the protection of any IP which may arise from the use of TK and/or GRs.

ARTICLE 13 - CONFLICTS OF INTEREST AND CONFLICTS OF COMMITMENT

13.1. **Commitment to the College.** Staff Members' and External Researchers' primary commitment of time and intellectual contributions should be to the education, research and academic programs of the College.

13.2. **Best Interests of the College.** Staff Members and External Researchers have a primary professional obligation to act in the best interests of the College; they should avoid situations where external interests could significantly and negatively affect their work ethic and research integrity.

13.3. **Agreements with External Parties.** It is the responsibility of all Staff Members and External Researchers to ensure that their agreements with external parties do not conflict with their duties and responsibilities in terms of this Policy. This provision shall apply in particular to private consultancy and other research service agreements concluded with external parties. Each individual should make his/her duties and responsibilities clear to those with whom such agreements may be made and should ensure that they are provided with a copy of this Policy.

13.4. **Disclosure of External Activities and Financial Interests.** Staff Members and External Researchers shall promptly report all potential and existing Conflict of Interest (COI) or Conflict of Commitment (COC) to the appropriate Collegial authority, in compliance with applicable COI/COC policies. The authority will be responsible for resolving the conflict or reaching a solution satisfactory to all parties concerned.

¹⁸ For instance, when a member of the Institution needs to access and use GRs for the purpose of the research or when it is envisaged to share samples of GRs with partners from other countries, the Institution shall abide by the national laws in place.



13.5. **Policy.** The College, as and when required, will develop a separate and comprehensive policy on COI, in order to increase the awareness of Staff Members and External Researchers about COI and COC; outline requirements for disclosure of COI and COC; and establish procedures to identify them, avoid or properly manage such conflicts.

ARTICLE 14 – DISPUTE

14.1. **Violation.** Breach of the provisions of this Policy shall be dealt with under the normal procedures of the College, and in accordance with the relevant provisions of laws and regulations in force.

14.2. Dispute Resolution.

14.2.1. Any internal disputes or questions of interpretation arising under this Policy must in the first instance be referred to IP Committee for mediation by the IP Committee.

14.2.2. If the matter cannot be resolved by the IP Committee within three (3) months, this should go to the College GB and later to the Trust GB. These will decide about arbitration.

14.2.3. Each of the disputing parties shall appoint a sole arbitrator. During the preliminary meeting the parties shall decide as to whether the arbitration proceeding will be a document only arbitration or whether evidence will have to be led. The parties to the arbitration shall endeavour to complete the arbitration proceeding within a period of nine (9) months from the date of appointment of the sole arbitrator. .

ARTICLE 15 AMENDMENT

15.1. **Revision.** This Policy may be amended at any time by a decision of the IP Committee which has then been ratified by the College GB and then by the Trust GB. In this case:

- a. all IP disclosed on or *after* the effective date of such amendment shall be governed by the Policy as amended; and
- b. all IP disclosed *prior* to the effective date of the amendment shall be governed by the Policy prior to such amendment, provided that the provisions of the Policy (as amended) shall apply to all IP licensed or otherwise Commercialized on or after the effective date of any such amendment regardless of when the IP is disclosed.



ANNEXURE A

IP DISCLOSURE FORM

Title of the Invention:

PART 1: Administrative and Technical Details

1. Provide information of all inventors who have contributed in the main inventive step.

1.1. Name:

1.2. Address:

1.3. Email id:

1.4. Telephone no:

[Note: If there are more than 1 one inventor then information is required for all inventors]

2. Area of invention

3. What is the problem in the area? [Note: Do not describe the invention but instead focus on the problem found with existing technology, processes or services, or a recognized problem not adequately solved by existing technologies, processes or services.]

4. What is the objective of the invention?

5. What is the stage of development of the invention: [Note: Select any one from the options provided]

5.1. Idea/concept

5.2. Early stage

5.3. Proof of concept

5.4. Prototype

5.5. Industry interest/use



6. Describe the invention in detail [Note: Consider the commercial applications of the technology and how they might be applied to a product, process or service. Importantly, please describe what aspects of the inventions have been proven experimentally and what is shown by the data. Also describe what materials or prototypes have been created in relation to the invention. Attach any technical documents of Invention including (submitted or draft) manuscripts, posters, theses and grant applications.]
7. What is the inventive step and how is Novelty achieved?
8. Can you think of applications of your invention?
9. What is the advantages of the present invention over comparable inventors available in literature including patents?

PART 2: IPR Ownership

10. Was the intellectual property created with the significant use of funds or facilities of the College?
11. Please describe the source of funding for the invention (Name of the funding agency and copy of agreement, letter of intent if any, must be enclosed with this form).
12. What is the source of Salary/Remuneration of inventor/Co-inventor?
13. Have you presented in any conference, seminar, etc. if yes, please give details?
14. Have you published full/part of this invention, if yes, please give copy of publications?



15. Was the intellectual property created in the course of or pursuant to a sponsored or a consultancy research agreement with the College? If yes, please enclose a copy of MOU with concerned project.

16. Was the intellectual property created as a part of academic research leading towards a degree or otherwise?

17. REVENUE SHARING AMONG INVENTORS: Please disclose the extent of contribution of each inventor in the invention in percentage terms for revenue sharing

Name of the Inventor	% share	Signature

[Note: If this information is not filled then it will be assumed that all inventor(s) have equal contribution, however still all inventor(s) have to sign it.]

PART 3: Commercialisation

18. How long you will be in the campus? (especially for students)

19. Do you have long-term interest in commercializing your invention?

20. In case a company intends to commercialize the invention, how can you help them? (select from the options)

20.1. I/We cannot help them much other than written description available;

20.2. I/We can help them on short-term basis with details required for making a product, like helping them with equipment, etc (over phone/e-mail)

20.3. I/We help them on long-term basis including visit to help them;



21. Give brief description to aid commercialization if available

21.1. Input (Financial) required taking it to best stage.

21.2. Break even capacity.

21.3. Can you identify possible end-users?

21.4. Economic viability

22. Who are the Target companies, both in India or abroad? Please give specific list of companies and contact details of concerned person who can be contacted for initiating Technology Licensing

NAME:

Signature:

Date:

[Note: All the inventors will have to put their name, signature and insert the date]