VIT-AP UNIVERSITY

Amaravati-522237, Andhra Pradesh, INDIA. https://vitap.ac.in/

INNOVATION AND INCUBATION CENTRE (IIC)

Intellectual Property Rights (IPR) Cell

Policy and Guidelines

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Contents

1. Introduction

1.1 Preamble

VIT was founded in 1984 under the leadership of Dr. G. Viswanathan and conferred University status in 2001. VIT has four campuses at Vellore, Chennai, Amaravati (AP) and Bhopal, offering more than 86 Undergraduate, Post Graduate and Research Programmes with 50,000+ students from 28 Indian states and 50+ countries. Its flagship B.Tech programme attracts more than 1,50,000 applications throughout the country and abroad. VIT is the FIRST Institution from India to get 4 STAR Diamond rating and stands in top 550 of the QS World University Ranking in 3 Programmes. VIT is also ranked in the Top 250 universities of Asia Ranking and Young University Ranking. It is also ranked among top 9 institutions in India by the reputed Shanghai World University Rankings. VIT is ranked as No.1 private institution for innovation and conferred the ARIIA 2019 award, constituted by the Govt. of India. The award was received by the Chancellor from the President of India on 8th April 2019. VIT is also recognized as an Institute of Eminence (IoE), by the Govt. of India, for its overall excellence in research and Innovation. Many of its programmes are accredited by ABET, the American Accreditation Board for Engineering and Technology and also IET, The Institution of Engineering and Technology, United Kingdom. VIT has been ranked among TOP 20 Best Engineering Institutions in India for past 5 years in a row, from 2016 - 2020, in the National Institutional Ranking Framework (NIRF), Govt. of India.

With a history of 32 years of innovation in education and research, VIT has been a forerunner in delivering quality education. Consistently ranked among the top educational institutes in the country, the VIT group of institutions have had a proud tradition of pursuing knowledge and excellence. In keeping with this tradition, the leadership at VIT-AP University resonates a dynamic blend of academic initiative and industry partnership with a vision of creating one of the finest academic destinations in the world. The VIT-AP University, which is poised to become one of the country's best campuses, offers several avenues to explore your interests, identify core competencies, and engage in an evolving lifecycle of education and growth.

VIT-AP University has established a 100-acre campus at Amaravati in July 2017 and is currently offering 16 programmes in the specializations of Engineering, Business & Law. VIT-AP University has a student strength of 4705 spread across UG, PG & Ph.D. programmes from 26 states of India and 6 countries. VIT-AP University has obtained the approval of UGC in 2019 and is now gearing towards NAAC accreditation and NIRF. The University is also meticulously working towards the internationalization of its campus by participating in QS and other international rankings. Apart from the
200 plus MoUs signed by VIT University with the various international Universities; VIT-AP University very recently had entered an exclusive agreement for a joint 2+2 programme with Arizona State University, Rochester Institute of Technology, and University of Michigan, Dearborn.

The VIT-AP University has been constantly endeavoring to train high quality scientific and technical man-power and provide solutions to a variety of challenging technical problems that may arise in different fields, through its well-qualified faculty and highly skilled supporting staff. It has been constantly encouraging scholarship, research, academic excellence and innovation with the goal of becoming one of the leading centres of teaching and research with the commitment to excel in every sphere of its activity. The University recognizes that intangible assets like inventions, copyright, know- how, designs and other creative and innovative products generated during the scientific and intellectual pursuits of its faculty and students provide a competitive edge to the University. It, therefore, has formulated its intellectual property policy to provide guidance to faculty, staff, students, research scholars and outside agencies on the practices and rules of the University regarding intellectual property rights (IPR) and obligations which include its ownership, commercial exploitation, technology-transfer and end confidentiality requirements. The policy is expected to promote a conducive environment for both curiosity-driven and market-driven research and development activities at the University and creation of original works of authorship. It is to be stressed that this IPR policy is to be treated more as a guideline than a strict rule in the legal sense in view of the evolutionary scenario in the nations IPR policy and is, therefore, subject to changes if a need arises. Apart from the policy, this document gives guidelines and formats/procedures to be followed for applying to IPR services of the University.

1.2 Vision, Mission, Values

Vision:

We shall transform higher education and contribute to the improvement of life itself by application of knowledge.

Mission:

We shall improve the world through transformative education and impactful research by:

- Fostering intellectual, empowered, accountable and caring workforce
- Producing outstanding graduates who are knowledgeable, creative and compassionate
- Impacting industry and society through innovative and collaborative work

Values:

- Student-Centered Environment
- Transformative Leadership
- Teamwork
- Striving for Excellence
- Respect and Inclusion
- Sustainability
- Creativity
- Accountability and Integrity
- Cleanliness

1.3 Definitions and Important Notes

- **Intellectual Property (IP)** is an intangible knowledge product and shall mean and include –all results, conclusions, deductions, inventions, ideas, improvements, discoveries, enhancements, solutions, processes, modifications, know-how, data and information of every kind and description conceived, generated, made, or reduced to practice as the case may be, designs, software programmes, genetically engineered microorganisms, business models and copyrightable work - resulting from the intellectual output of the faculty, staff, students, research scholars and other employees of the University. IP is, thus, an outcome of the University supported research or sponsored research, industrial consulting or other forms of joint research and development work.

  The Intellectual Property could be protected in the form of Patent, Industrial design, Trademark, Copyright, confidential information, Technical know-how, Mask works, process, plans, specifications, guidelines, graphics, training materials, software programs, records, drawings, instruction guides, student materials, new techniques, algorithms, concepts etc. The intangible product of the intellect must have the potential for industrial application or potential for augmenting the S&T knowledge base if it must be protected by the VIT-AP University.

- **Intellectual Property Rights (IPR)** means the rights derived from the IP. IPR is a general term covering patents, registered design, trademarks, copyright, and layout design of integrated circuits, trade secrets, geographical indicators and anti-competitive practices in contractual licenses.

  IPR is usually a form of right granted by the government to an inventor or their successor-in-title, giving the owner the right to exclude others from making, using, selling, offering to sell, and importing an invention for a limited period of time, in exchange for the public disclosure of the invention.

- A **Patent** is a legal monopoly which is granted for a limited time to the owner of an invention. Patent rights are granted by the state. Merely to have a patent does not give the owner the rights to use or exploit a patented invention: that right may still be affected by other laws such as health and safety regulation, or the food and drugs regulation or even by away, inherited, sold, licensed and can even be abandoned. As it is conferred by the state, it can be revoked by the state in certain cases even after grant of the patent.

  A Patent is granted for any invention capable of commercial application. For it to meet the requirements of patentability there has to be Novelty, Utility and Non-obviousness. There must be an inventive step, which under the law, is one, which is not obvious to the person skilled in the art. The invention may relate to a new product or an improvement of an existing product or a new process of manufacturing and existing or a new product.

- **Design Protection** is available for any prototype, which influences the consumer's choice by appealing to the aesthetic sense of the consumer. In other words, design protection is available for "the look of the article", appearance and other visual features. There is no design protection for functional features.

- **Copyright:** Patent seeks to protect the applied and extension research; the law of copyright seeks to protect pure or basic research. The requirements of copyright law are Originality, meaning its origin to the author. Unlike patents, copyright law does not demand compulsory registration. Under the copyright, the form of the expression can only be protected and not the idea itself. Copyright subsists in any original work specified in the Copyright Act. It covers the following.

  a) Literary, dramatic and musical work: Computer programmes/software, tables and compilations including computer databases are covered within the definition of literary work.
  b) Artistic work.
  c) Cinematographic film includes a soundtrack and video film.
  d) Record - any disc, tape, perforated roll or other devices.

- **What are the rights of a copyright holder (which when violated lead to the infringement)?**

a) In the case of literary, dramatic or musical work, not being a computer programme:

i. To reproduce the work in any material form including the storing of it in any medium by electronic means.

ii. To issue copies of the work to the public not being copies already in circulation.

iii. To perform the work in public, or communicate it to public.

iv. To make any cinematograph film or sound recording in respect of the work.

v. To make any translation of the work.

vi. To do, in relation to a translation or an adaptation of the work, any of the acts specified in relation to the work in sub-clauses (i) to (vi).

b) In the case of computer programme:

i. To do any acts specified in clauses (a).

ii. To sell or give on hire, or offer for sale or hire any copy of the computer programme, regardless of whether such copy has been sold or given to hire on earlier occasions.

c) In the case of artistic work:

i. To produce the work in any material form including depiction in three dimensions of a two-dimensional work or in two dimensions of a three-dimensional work.

ii. To communicate the work to the public.

iii. To issue copies of the work to the public not being copies already in circulation.

iv. To include the work in any cinematograph film.

v. To make any adaptation of the work.

vi. To do in relation to an adaptation of the work, all of the acts specified under the sub-clauses (i) to (iv).

d) In the case of a cinematograph film

i. To make a copy of the film including a photograph of any image forming part thereof.

ii. To sell or give on hire or offer for sale or hire, any copy of the film, regardless of whether such copy has been sold or given on hire on earlier occasions.

iii. To communicate the film to the public.

e) In the case of sound recording

i. To make another sound recording embodying it.

ii. To sell of giving on hire, or offer for sale or hire, any copy of the sound recording, regardless of whether such copy has been sold or given on hire on earlier occasions.

iii. To communicate the sound recording to the public Explanation: - For the purpose of this section, a copy which has been sold once shall be deemed to be a copy already in circulation.

- **Computer and Computer programme definition for the purpose of the copyright**

The computer includes any electronic or similar device having information processing capabilities. Computer programme means a set of instruction expressed in words, codes, schemes or any other form, including a machine-readable medium, capable of the computer to perform a particular task or achieve a particular result.

- **What is the term of a copyright?**

a) If published within the lifetime of the author of a literary work, the term is for the life of the author plus 60 years.

b) For cinematographic films, records, photograph, posthumous publication, anonymous publication, works of government and international agencies, the term is 60 years from the beginning of the calendar year following the year in which the work was published.

c) For broadcasting, the term is 25 years from the beginning of the calendar year following the year, in which the broadcast was made.

- **Know-how** and confidential information can be protected only so long as the owner is able to keep them secret and action taken against the unlawful use of such information by others by the action of breach of confidence or contract.

- **Patented invention versus Know-how:**

  The law does not require that the information disclosed in the patent specification be sufficient for commercial exploitation of the invention. Thus, a patent usually will not disclose sufficient information for commercialization.

  Known-how on the other hand covers all information necessary to commercialize the invention e.g. setting up a production plant. Such information would include, for example, details of the production methods, the design drawings etc. It is this known-how developed around an existing patent and commercialized subsequently will be an infringement of the patent unless the patentee had agreed to commercialization on mutually agreed terms.

- **Background information** means technical information and know-how owned or controlled by the partners of a collaborative Research and Development programme before the start of the programme, in the same field as the subject matter of the programmer or in related fields as necessary for the execution of the programme.

- **Background intellectual property** means the intellectual property owned or controlled by the partners of a collaborative Research and Development programme before the start of the programme, in the same field as the subject matter of the programme or in related fields and necessary for the execution of the programme.

- **Foreground intellectual property** means the intellectual property generated during the course of a collaborative Research and Development programme.

- **University Personnel** in this policy document includes all the faculty members, staff, students, research scholars (Internal and External), visiting scientists, professors and other professionals who are hired either on full-time or part-time basis.

- **How is an invention interpreted?**

  To be patentable the invention must not only be novel but must involve an inventive step. An invention involves an inventive step if it is not obvious to a person 'skilled in the art' having regard to any matter which forms part of the state of the art but disregarding unpublished pending patent applications. Simplicity is not necessarily an objection for securing a patent. The means whereby the object is attained may be perfectly simple and common, yet there may be an inventive step if the

inventor has developed a variant which will render more useful results as disclosed. It is immaterial whether the invention comes into existence by accident, but there must be some inventive step.

Invention means any new and useful:

a) Art, process, method or manner of manufacture.

b) Machines, apparatus or other articles.

c) Substances produced by the manufacture, and include any new and useful improvements of any of them and an alleged invention. However, inventions claiming substances intended for use; or capable of being used, as food or as medicine of drug or relating to substances prepared or produced by chemical processes (including alloys, optical glass, semiconductors and inter-metallic compounds) are not patentable.

- **How is the novelty of an invention determined?**

The novelty is judged taking into consideration the knowledge available in India and elsewhere at the time of filling the application for a patent. In other words, the invention should not be known anywhere in the world prior to the filing of the application for a patent.

- **What are the types of inventions which are not patentable?**

a) An invention which is frivolous or which claims anything obviously contrary to well established natural laws e.g. different types of perpetual motion or machines which violate the third law of thermodynamics.

b) An invention where the primary or intended use of which be contrary to law or morality or injurious to public health e.g. a process for the preparation of a beverage which involves the use of a carcinogenic substance, although the beverage may have higher nourishment value.

c) Mere discovery of a scientific principle of formulation of an abstract theory (e.g. Raman Effect).

d) The mere discovery of any new property or new use of a known substance or the mere use of a known process, machine or apparatus unless such a known process results in a new product or employs at least one new reactant.

e) A substance obtained by a mere admixture resulting only in the aggregation of the properties of the components thereof or a process for producing such substance.

f) The mere arrangement or rearrangement or duplication of features of known devices each functioning independently of one another in a known way.

g) A method or process of testing during the manufacturing process for rendering the machine, apparatus or other equipment more efficient.

h) A method of agriculture or horticulture.

i) Any process for medicinal, surgical, curative, prophylactic or other treatment of human 'beings, or any process for a similar treatment of animals or plants.

j) An invention relating to atomic energy.

- **When should an application for a patent be filed?**

Filing of an application for a patent should be completed at the earliest possible date and should not be delayed until the invention is fully developed for commercial working. An application filed with provisional specification disclosing the essence of the nature of the invention helps to register the priority by the applicant. Delay in filing an application may entail some risks like (i) other inventors might forestall the first inventor in applying for a patent for the said invention (ii) there may be either an inadvertent publication of the invention by the inventor himself/herself or by others independently of him/her.

- **What are the essential patent documents to be generated & submitted by a potential patentee?**

There are two types of patent documents usually known as patent specification namely, Provisional specification and Complete specification.

a) **Provisional Specification:** A Provisional Specification is usually filed to establish priority of the invention in case the disclosed invention is only at a conceptual stage and a delay is expected in submitting a full and specific description of the invention. Although a patent application accompanied by the provisional application does not confer any legal rights to the applicants, it is, however, a very important document to establish the earliest ownership of an invention. It is essential to submit the complete specification within 12 months from the date of filing the first application. This period is extendable by 3 months. The provisional specification is a permanent and independent scientific cum legal document and no amendment is allowed in this.

b) **Complete Specification:** Submission of Complete Specification is necessary to obtain a patent. The contents of the specification would include information regarding the field to which the invention relates, the background of the prior art giving drawbacks connected to the hitherto known details of the invention, the best mode of carrying out the invention and claims defining the scope of the invention. The contents of the complete specification should enable a reasonably skilled person in the art to work the invention without the help of the inventor.

- **What are the criteria for naming inventor(s) in an application for patent?**

The naming of inventors is normally decided on the basis of the following criteria:

a) All persons who contribute towards the development of patentable features of an invention should be named inventors(s).

b) All persons who have made an intellectual contribution in achieving the final results of the research work leading to a patent should be named inventor(s).

c) A person who has not contributed intellectually in the development of an invention is not entitled to be included as an inventor.

d) A person who provides ideas needed to produce the germ of the invention'' need not himself/herself carry out the experiments, construct the apparatus with his/her own hands or make the drawing himself/herself. The person may take the help of others. Such persons who have helped in conducting experiments, constructing apparatus or making the drawings of models without providing any intellectual inputs are not entitled to be named inventors.

Quite often difficulties are experienced in deciding the names of inventors. To avoid such a situation, it is very essential that all scientists engaged in research should keep factual, clear and accurate records of daily work done by them in the form of a diary. The pages in the diary should be consecutively numbered and the entries made should be signed both by the scientists and the concerned leader.

- **Can a published or disclosed invention be patented?**

NO. Publication or disclosure of the invention anywhere by the inventor before the filing of a patent application would disqualify the invention to be patentable. Hence inventors should not disclose their inventions before filing a patent application. If published after the filing of the patent application, the number and date of the patent application should be given by way of information to the public.

- **What is considered as the date of the patent?**

The date of the patent is the date of filing the complete specification. This is an important date because it is from this date that the legal protection of an invention covered in the patent takes effect. The term of the patent is counted from this date.

- **What is the term of a patent in the Indian system?**

Term of every patent in India is 20 years from the date of filing of the patent application, irrespective of whether it is filed with provisional or complete specification. However, in case of applications filed under Patent Co-operation Treaty (PCT), the term of 20 years begins from the International filing date.

- **How does one keep a patent in force for the full patent terms?**

A patent has to be renewed from time to time by paying the prescribed renewal fees. If the patent is not renewed, it will cease to remain in force and the invention becomes open to the public.

- **What is expected from a patentee?**

A patentee must try to ensure that the patent is worked in India on a commercial scale and without undue delay. The patent is not granted to allow the patentee to enjoy a monopoly for the importation of the patented article. In other words, a patentee cannot sit over an invention and block the use of that invention.

- **What is the nature of information needed while consulting a patent attorney?**

a) An explanation of the history of the invention, where you got the idea from, how you developed it, any early failures and possible prototypes, with all your laboratory notebooks, etc., if possible. This will help the patent agent to explain the inventive step which is necessary to establish to obtain the patent, and it also increases his or her understanding of the invention so as to maximize the skill with which he or she can draft claims and specifications for it.

b) What you think is the central part of it, the most inventive element or most useful aspect, together with what other similar prior inventions you know of or have developed the idea after improving the version developed by your competitor(s).

c) Products, admit it, be totally honest. It is vital to be such so that the patent agent can define your invention properly in making the application, avoiding excess claims which might be struck down.

d) A detailed description of the best way of putting the invention into practical use, results of your tests and trials, etc., including all the failures and defects.

e) Alternative ways of using the invention, and the substitutes for parts of it – i.e. will one chemical compound do as well as any other in the process, is there an optimum size, etc. it may be worth drafting the patent widely enough to cover less satisfactory alternatives if this is possible- to prevent rivals from marketing a less satisfactory competing product which because of its defects might bring the whole genre of product into disrepute.

f) Both after an initial search and during the course of the patent application it is important to respond quickly and accurately to queries which the patent agent may have, to help patent application on the way and to save you money. Thus the client should in particular keep the patent agent informed of any new developments or improvements or other changes made to the invention and any rivals which appear etc.

- **Who is responsible for the administration of IPRs in the country?**

Patents, designs and trademarks are under the charge of the Controller General of Patents, Designs and Trademarks are under the Department of Industrial Development, Ministry of Industry. Copyright is under the charge of Ministry of Human Resource Development.

- **What are the legislations covering IPRs in India?**

a) **Patents:** The Patents Act of 1970. It has been amended in 2005.

Ref Link: http://ipindia.gov.in/acts-patents.htm

b) **Design:** The Design Act of 2000

Ref Link: http://ipindia.gov.in/acts-designs.htm

c) **Trademarks:** The Trade and Merchandise Marks Act.1999 (amended in 2010)

Ref Link: http://ipindia.gov.in/acts-rules-tm.htm

d) **Copyright:** The Copyright Act, 1957 and Copyright rules 2013

Ref Link: http://copyright.gov.in/Documents/CopyrightRules1957.pdf

e) **Layout Design of Integrated Circuits:** No Legislation exists.

2. IPR Policy

2.1 Purpose

The purpose of the IPR policy of VIT-AP University is to:

a) Facilitate, encourage, promote and safeguard scientific inquiry, research pursuits and the academic freedom of its faculty, staff, research scholars, and students.

b) Create an innovative culture which fosters the creation and development of IP at the University.

c) Provide a clear understanding of the rights and responsibilities of the faculty, staff, research scholars, and students, and protect the interests of the University and its members.

d) Establish an IPR management policy and procedural guidelines for converting the knowledge generated in the University to wealth.

e) Enable the University to make beneficial use of IP so as to confer a maximum benefit to the inventors, the University and the society at large.

f) Shape the University as a prime academic research Institute practicing the highest ideals of scholarship and teaching through the dissemination of the benefits of IP generated at the University to the community and society.

2.2 Objectives

The IPR policy of the University aims to:

a) Facilitate protection and valorization of intellectual properties generated by its faculty, staff, research scholars, and students as results or their intellectual and scientific pursuits at the University during the tenure of their employment/engagement at the University and thereby offer scope for wealth generation, alleviation of human suffering and betterment of human life.

b) Usher in prudent IP management practices within the University so as to promote IPR awareness and culture among its faculty, staff, research scholars, and students.

c) Provide a comprehensive single-window reference system for all IPR related issues.

d) Proactively create an environment for generating new knowledge through research and innovations compatible with the educational mission of the University.

2.3 Scope

This policy covers all the rights arising from the intellectual property devised, created or generated by the faculty members, staff, research scholars, students, persons employed in sponsored research and consultancy projects, and visiting scientists/professors/professionals who participate in teaching and research work being carried out at the University either on a full-time basis or part-time basis, irrespective of the eligibility of these rights for registration. The IP arising from academic research includes patents, designs, copyright, know-how and undisclosed information.

2.4 Policy Statement

The University is committed to promote, protect, manage and commercialize the Intellectual Property consistent with the recognition that among its primary objects and functions are teaching, research and meeting the needs of the community and society. It supports the commercialization and exploitation of IP, which can provide an additional source of revenue to the University and also accrue benefits to staff and students. At the same time, the University recognizes traditional academic values and expectations.

(a) When the institution transfers the patented technology related to huge machines, the initial technology transfer amount should be high and the royalties should be low. The terms will be mutually agreed upon on case to case basis.

(b) For the patented formulas for Chemicals & Drugs, the initial patent transfer amount can be less, and the royalties can be high.

2.5 Ownership of Intellectual Property

2.5.1 Applicant and Inventors

a) In all the applications filed by the University for the ownership of IPR, the persons who have directly contributed intellectual inputs shall be mentioned as inventors.

b) Any IPR has to be filed with VIT-AP University ownership through "VIT-AP University" as an Applicant and with faculty, staff, students, etc., persons who own the idea as Inventors.

c) Applications for IPR shall be filed through IPR Cell of the University for the funding as well as for their consideration as part of the annual performance evaluation of the faculty Inventors.

d) IPR applications with Faculty as the 1st inventor or 2nd inventor (in case the 1st one is a research scholar/student) are only considered as part of the annual performance evaluation of the faculty Inventors.

e) VIT-AP University will be the sole owner of the IPR.

f) All applications will be filed in India (to Intellectual Property INDIA, Govt. of INDIA)

g) All the expenses (statutory fee, patent attorney's fee, taxes, etc.,) for processing the IPR application will be borne by the IPR Cell, VIT-AP University. Any amendments to this policy will be communicated as a revised version from time-to-time.

2.5.2 Copyrights

a) The University shall be the owner of the copyright on all teaching and instructional materials developed by the employees of the University as a part of any of the academic programmes at the University. However, the author shall have the right to use the material in his/her professional work.

b) Books, articles, monographs, speeches and other communications produced by the faculty members in the course of research and teaching using University resources will be outside the purview of this clause. The University recognizes faculty ownership of the copyright in such traditional works of authorship.

c) In cases where the copyrightable works including software are created by the employees of the University with significant use of University's resources, the University may demand assignment of the copyright of such works either in full or in part depending on the extent to which the University's resources have been used to produce the copyrightable work.

d) The University shall be the owner of the copyright of works produced by non-institute

personnel associated with or engaged for any activity of the University either with or without the intellectual contribution of the University personnel.

e) If any copyrightable work is produced during the course of any sponsored or collaborative activity, the ownership of copyright will be determined either according to the terms and conditions (related to IP) specified in the contract, if any, governing such activity or through mutual consultations and agreement with the sponsoring/collaborating agency.

f) In the case of the thesis/dissertation/project report written by a student, the ownership of copyright shall rest jointly with the student and his/her guide. However, in such cases, the University may demand assignment of the ownership of the copyright in full. Where the University does not demand such assignment or where the copyright has not been assigned to the University, the University will be entitled to a nonexclusive, non-transferable license to use the work within the University for noncommercial educational and research purposes and to possess a limited number of copies for such purposes.

g) Any copyrightable work generated as a work-for-hire will normally belong to the University unless otherwise specified in the original contract for the work.

h) If the University foresees a gainful return from the copyrights, it may initiate steps to file and protect such copyrights and share the financial benefits with the inventor on terms and conditions of the University.

2.5.3 University - Supported Research

All rights in respect of the intellectual property generated out of investigations carried out at the University making use of the University's resources shall vest in and be the absolute property of the University except in cases where such investigations are carried out either jointly with other institutions and agencies or under sponsorship by an outside agency.

2.5.4 Sponsored Research

The IPR of inventions arising out of research projects undertaken on behalf of and entirely funded by a sponsoring agency shall be registered jointly in the name of the University and the sponsoring agency if the sponsoring agency bears the cost of securing and maintaining the IPR registration equally. Where the sponsoring agency is not forthcoming for filing joint IPR application, the University, at its discretion, may file the application with the absolute ownership and will meet the entire cost of securing and protection of IPR. If the sponsoring agency funds the research projects only partially or if there are multiple sponsors for the same project, the sharing of IPR will be decided through mutual consultations and appropriate agreements.

If the sponsoring agency is an industry, the industry may opt for one of the following arrangements for sharing the IPR with the University:

a) The ownership of IPR will rest with the industry but the industry has to pay the University an initial lump sum and subsequently reasonable annual royalties for a specified period in recognition of their contribution to the project. The terms of ownership of the IPR will be governed by a specific priori agreement between the University and the sponsoring industry. The ownership of IPR rested in the sponsoring industry may be exclusive or non-exclusive. In case of exclusive ownership, if the industrial sponsor fails to exploit within a mutually agreed time limit, the University may permit third-party exploitation of the IPR.

b) The ownership of the IPR will rest with the University but the exploitation rights will rest with the industrial sponsor either exclusively or non-exclusively, in return for an initial lump sum payment and subsequently annual royalties for a specified period or other benefits to the University. In case of exclusive rights,

   i. Third-party exploitation will be permitted if the industrial sponsor fails to exploit the IPR within a mutually agreed time limit.

   ii. The University will retain user rights for the purposes of further research and development.

2.5.5 Joint Research

If the intellectual property is an outcome of joint research undertaken by the University personnel with external organizations/agencies/individuals, the IP will be owned jointly by the University and the collaborators. The cost of filing and maintaining the IPR and the revenue generated by its commercial exploitation will be shared by the University and collaborators according to an agreed formula. If the collaborators are not either forthcoming or agreeing to share the cost, the University, at its discretion, may decide to file and maintain the IPR at its cost. In this case, the sharing of revenue accruing out of the commercial exploitation of the IPR will be solely decided by the University.

2.6 Technology Transfer

a) The University shall take all necessary steps for the commercial exploitation of the IPR obtained either in its name or jointly with other agencies, to the fullest possible extent that is reasonably practicable, without undue delay. The marketing of the IPR will be done under the agreements involving technology transfer, licensing (exclusive/non- exclusive) and revenue sharing models.

b) The University shall try to identify the potential licensee(s) for commercial exploitation of the IP to which it has absolute ownership. In case of joint ownership, the University will offer the first right to commercially exploit the joint IP, whether or not the same has been formally protected by patent(s). The licensing, in this case, would involve payment of a lump sum in the beginning as a technology transfer fee and payment of a royalty from the first date of the commercial exploitation for the mutually agreed period. If the collaborator refuses to exercise this option, the

University will proceed to commercialize the IP in a manner that it deems fit.

c) In the event of the other collaborating organization/industry not undertaking the commercial exploitation within a period of two years from the first date of development of technology, the University reserves the right to license the use of IP to a third party.

d) To promote and encourage entrepreneurial activities by its employees, the University may reassign, under an agreement, its ownership of the intellectual property to the inventor(s) or creator(s) of the property, who opt to market, protect and license it on their own with minimal involvement of the University.

- The fees to be paid to the University by the assignee consist of all patenting and licensing expenses and an appropriate amount of royalties, equity or other value received by the inventor(s) or creator(s).

e) The University would endeavor to exploit the IP either by itself or by commissioning a Technology Management Agency to bring to fruition the IP produced by its personnel.

- The inventor(s)/creator(s) may seek the University to assign the rights to them after a certain holding period.

2.7 Revenue Sharing

The revenue accruing out of the commercial exploitation of IP (i.e. the technology transfer fee and subsequent royalty payments) would be shared appropriately between the inventor(s) and the University. Currently, this ratio is 60:40. When the University reassigns the right to IP to its inventor(s) / creator(s), he/she/they shall reimburse all the costs incurred by the University, which include protection, maintenance, marketing and other associated costs.

2.8 Infringements, Damages, Liability and Indemnity Insurance

As a matter of policy, the University, in any contract between the licensee and the University, seek indemnity from any legal proceedings including but not limited to manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation.

The University personnel shall have an indemnity clause built-into the agreements with the licensee(s) while transferring technology or copyrighted material to licensees. The University shall retain the right to engage or not in any litigation concerning patents and license infringements.

2.9 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.

A license or an assignment of rights for a patent to a company in which the inventor(s) have a stake shall be subject to the approval of the IPR Cell.

2.10 Dispute Resolution

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

2.11 Application of Policy

This policy shall be deemed a part of the conditions of employment for every employee of the University and a part of the conditions of enrolment and attendance of students at the University. Further, the University reserves the right to amend the IPR Policy as and when such a need arises/deemed fit.

All potential creators who participate in a sponsored research project and/or make use of University-sponsored resources shall abide by this policy and shall accept the principles of ownership of intellectual property as stated in this policy unless an exception is approved in writing by the University.

2.12 Right to Regulate Policy

The IPR Cell shall have the responsibility for interpreting the policy, resolving disputes, the application of the policy and recommending changes to the policy from time to time for the approval of the Chancellor through Registrar and Vice-Chancellor. The Chancellor shall consider such changes/ recommendations and take such decision thereon as he/she deems fit. The IPR policy may be reviewed after three years or earlier if a major change in the same takes place at the National Level.

2.13 Legal Jurisdiction

As a policy, all agreements signed by the University and dispute(s) arising therefrom, will be subject to the legal jurisdiction of the Court of Adjudicature at Guntur only and shall be governed by the appropriate laws of India.

3. IPR Guidelines

3.1 IPR at VIT-AP University

The IPR Cell at VIT-AP University operates under Innovation and Incubation Centre (IIC), which is constituted for formulating the guidelines and policies for adoption by the University after due approval by the Board of Management of the University and to carry out executive actions for their implementation. The IPR Cell helps in application filling, filing, and speedy processing of patents and to effectively implement the policy and guidelines of the University in respect of all Intellectual Property Rights. The features of the Cell are given as follows.

a) The IPR Cell will report to Vice-chancellor of the University. It will seek the guidance of Vice-Chancellor and Registrar in discharging its responsibilities.

b) The cell will have an IPR legal Advisor/consultant who will be appointed by VIT-AP University. He/she will be a well-known practicing attorney and would render the necessary advice to IPR filing to provide information on most vulnerable patent rules and regulations in the wake of Patent Co-operation Treaty (PCT) and so on. He/she will also assist in drafting and evaluation of MOUs and filling of patent and copyright applications.

c) The Cell shall inter-alia have the following responsibilities related to IPR

   i. **IP Counselling:** IPR Cell will counsel and interact with inventors of potential intellectual products and assist the University in identifying the IPR potentials.

   ii. **IP Management:** Filing, maintaining and monitoring and managing of patents and coordination between attorneys, faculty (inventor (s), and VIT-AP University authorities.

   iii. **IP Transactions:** Advising, drafting and monitoring of all IP related MOUs of VIT-AP University.

   iv. **IP Policy Formulation:** Framing of IP policy and amendments from time to time for consideration of the University authorities.

   v. **Promoting IP-Awareness:** The IPR Cell will undertake such measures which promote awareness of IP rights and strive to develop an IP culture within VIT-AP University fraternity.

   vi. **Capitalization of IP Assets:** The IPR Cell shall periodically recommend patentable technologies to potential licensing agencies, CII, and other Financial Institutions to invest in venture capital towards the new technologies. The IPR Cell shall identify specific industries and direct marketing of these technologies and promote advertising in-house technologies of VIT-AP University via electronic media/newspapers and magazines. The IPR Cell would also enlist the services of reputed Management Consultants for capitalization and commercialization of patented technologies owned by VIT-AP University. The IPR Cell will interact with the faculty and other members, patent attorneys, financial institutions and industries and follow-up on royalty payments from industries.

vii. **Assistance in Technology Transfer:** The IPR Cell shall handle the transfer of all technologies developed at VIT-AP University.

viii. **Reporting on IP Assets and IPR Management:** IPR Cell will submit periodic reports on IP assets and current status to Vice-Chancellor / Registrar and the Board of Management of the University for consideration and advice.

ix. Appointment of a panel of attorneys for processing /filling of applications for patents etc.

x. Periodical patent/Intellectual audits through professional experts.

xi. To recommend terms of payment of annuity retention fees for Professional services.

xii. To advice such proactive measures which will promote commercialization of patents, including the exhibition of patents, industry meet, etc.

xiii. All matters for securing the protection and management of IPs in the interest of the country, University and the inventors.

xiv. Seeking expert advice from renowned financial consultants, including experts from the financial/ business Institutions such as FICCI, CII, IDBI, etc.

3.2 Procedure for Submission of IPR Proposals

Any faculty/student, who believes to be in possession of a potential intellectual property generated while in service of the VIT-AP University may approach and set up discussions with the IPR Cell at any mutually convenient time and submit the idea proposal as per the templates given in Annexures respectively. In any case, the chosen time for discussion should be sufficiently in advance of maturation of the idea into a process or product. When the invention is only at the conception stage, it is still possible to file a provisional specification, which has to be followed up with a complete specification within 12 months. If it is not done, the patent application is deemed to have been abandoned. On the other hand, if the inventor has at his hand an inventive product, which can be marketed immediately, then complete specification can be lodged straight away. The following steps can be followed to submit a proposal for IPR filing.

a) Applications for IPR filing has to be submitted to the Coordinator - IIC (coord.tbi@vitap.ac.in), through the Dean of the School/the Director of the Centre irrespective of whether the inventions have resulted from the in-house projects, sponsored projects, or any other.

b) The application shall include an Invention Disclosure Form (for product) as per the pro forma given in Annexure-I or Invention Disclosure Form (for design) as per the pro forma given in Annexure-II or Copyright Disclosure Form as per the pro forma given in Annexure-III, whatever is applicable along with the IPR Facilitation Request given in Annexure-IV.

c) The received applications are scrutinized/examined by IPR Cell. The Cell may take the help of other professors and domain experts to preliminarily evaluate the proposals for their prima-facie patentability. The domain experts would be required to sign a Non-Disclosure Agreement as per the pro forma given in Annexure-V before getting access to the proposal.

d) The inventors may be requested, if necessary, to make a presentation of their case before the IPR Cell. In case the IPR Cell recommends for filing of patents, the Coordinator - IIC will process the application through one of the approved attorneys from the panel maintained by the University.

e) Once the IPR Cell approves protecting the Intellectual output, a patent attorney shall be identified by the Cell for drafting the IP application. Adequate information is to be given to the Attorney to enable him to prepare a draft claim. In order to ensure good protection, it is necessary that the attorney understands the invention. A good patent specification should have synergetic efforts of the inventor and the patent attorney. The following aspects need to receive attention in this regard:

   i. Objective of the invention: What is the problem one is trying to solve? What are the issues involved?

   ii. What prior art searches have been made? Which database? Search strategies adopted? Did searches cover gray literature - advertisements, pamphlets, knowledge already available to the public either published or unpublished?

   iii. How does the present invention differ from known prior art? It is important to establish that the invention is not an obvious extension of the prior art to prove no obviousness. Are there any unexpected findings in the present invention? What are those aspects of the invention that previous workers have not been able to find a solution for? What are the potentials for commercial applications of the new intellectual property in relation to the previous products in the same area, if known?

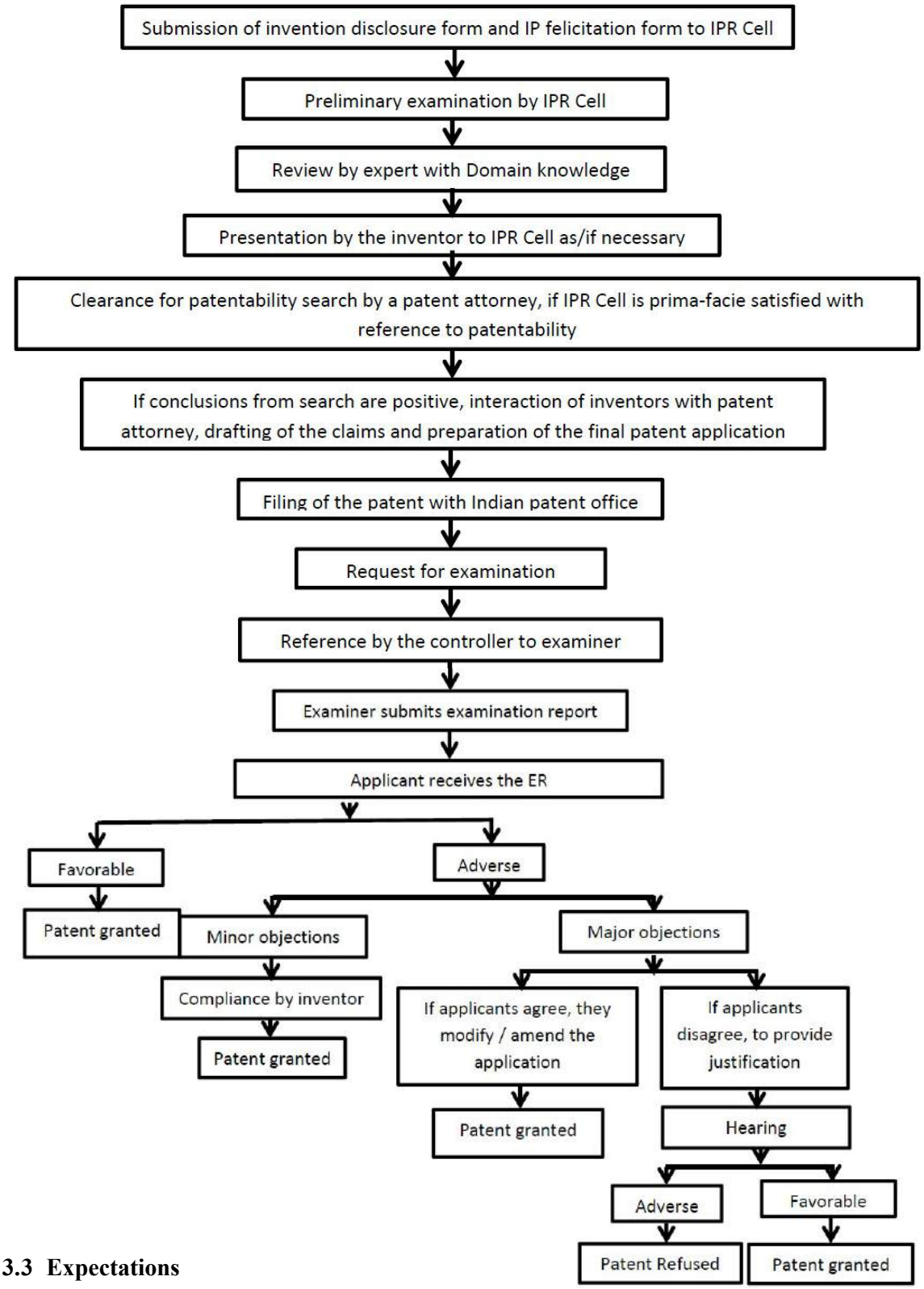
   iv. To establish the usefulness of the invention, one should highlight the technical value of the invention and illustrate where and how the solutions obtained over the prior art can be applied with distinction. One might consider savings in the cost, materials, manpower, energy, durability, efficiency, time etc.

   v. The boundary conditions of the parameters under which invention works effectively and beyond which the invention may not work. Also, outline several other applications of the invention if any.

   vi. Furnish all the information in the pro forma to the office of IPR Cell through e-mail.

The complete steps involved from the point of submitting the application to IPR Cell to the point of the grant of patent is given in the following flowchart.

Steps Involved in the IPR Process



3.3 Expectations

a) The faculty/staff/research scholars/students are strongly encouraged to apply any Intellectual Property Rights (IPR) (example: Patents, Design Protection, Copyrights, etc.) through the University standard procedure mentioned in this document.

b) Each faculty is suggested to identify at least one patent idea in an academic year.

c) If the work leading to the invention is done during the stay of a faculty/staff/research scholars/student at VIT-AP University and if the facilities available at the University are used to do the work leading to the invention, it is expected that the Inventor files the application through VIT-AP University IPR Cell with VIT-AP University as the Applicant.

d) If the patent is not applied through the IPR Cell using the standard procedure given in this document, VIT-AP University will not pay for any of the expenditure associated with the patenting process.

e) The proposed idea should be a novel one. The proposal should not duplicate in any way the work already done or being carried out elsewhere. Should not be rewritten the already existing idea in another way to avoid plagiarism.

*****

Annexure-I

Invention Disclosure Form - Product

1. Title of the Proposal

Title of the Patent :

Domain of the Idea :

(Ex: Internet of Things (IoT), Embedded Systems, Cloud Technology, Energy, etc.)

2. Details of the Inventor(s)

Give the following details for all the Inventors

Full name of the inventor :
Institute Affiliation :
Designation :
Emp. ID / Reg. No :
School / Centre :
Office Address :
Mobile No :
E-mail :

Also indicate the Primary Contact Inventor for queries and information exchange

3. Details of the proposed idea and its unique features

(Provide the abstract, clear description of the proposed product idea, compelling needs, methodology: circuit diagram(s) / block diagram(s) / flowchart(s) with description, unique features and merits of the proposed idea, etc.)

4. Expected unit price (market price) of the final proposed product

(List all the integral components of the product development and estimate the final product cost)

S. No	Name of the Component	Specification	Cost (estimated)
1			
2			
3			
4			
5			
6			
7			
Total estimated price of the proposed product (INR) per 1 unit			

5. **List of end-users for the proposed product**

6. **Is the work (a). Completed and results validated? Or (b). At a basic conceptualization stage?**
   (Please provide the information about the current stage – results, pictures, models, etc., developed so far)

7. **Has the work been displayed/reported/published/presented (oral or poster) anywhere? If yes, give a full description, including name, place and date of the event.**

8. **Details of Sponsor(s) / Source of funding of the project / Consultancy – with or without prior agreement (if any)**

9. **Information available in the published literature (prior art) about the problem tackled**
   (Give literature search details such as related patent databases, publications in journals etc. Patents that require attention maybe highlighted – also add any existing models or works/ research in the domain)

10. **Describe the market potential of the proposed idea**
    (Give known solutions and their drawbacks: identify similar products available in the market with their demerits/limitations – can be in terms of features, cost, size, portability, etc.)

S. No	Known Product Name	Demerits / Limitations	Cost
1			
2			
3			
4			
5			
6			
7			

11. **Have any related patents been filed by the inventor? If yes, provide those details with the current status**

12. Are any industries/companies interested in licensing the work?

13. I (We) confirm that the details furnished in respect of this Invention / Technology are correct and agree to the request for filing of an application patent with the names of the inventors as proposed above.
I (We) agree to assign to VIT-AP University my rights in this invention

Inventor Name_____ Signature_____ Date_____

(provide the signatures of all the Inventors)

Annexure-II

Invention Disclosure Form - Design

1. **Title of the Design**
   (The title should have a maximum of 10 words. It must be such that it best describes your invention)

2. **A brief write-up on the Design (For understanding of nature and novelty).**

3. **Please share Soft copies of colour photographs (with white background) depicting the design exactly through the following views:**

   i. a front view,
   ii. a rear view,
   iii. a left side view,
   iv. a right side view,
   v. a top view,
   vi. a bottom view and
   vii. a top perspective view (take any top left or top right-angle view at 45 degrees from the top position).

[Kindly note that, the colour photographs should be taken exactly from a top, a bottom, a front, a rear, a left side view, a right-side view, and a top perspective view without the interference of any other object in the background. The photographs should be in JPEG format].

4. **Has the design been published or disclosed to anyone outside of your organization?**

(This includes family and/or friends. Please note that publishing or disclosing your invention/design to anyone outside of your organization is very important to consider because India follows the first to file system. In other words, among persons having filed the same invention/design, the first to file is granted a patent. Publishing and disclosing your invention/design prior to filing can jeopardize your chances of obtaining a patent for your invention/design)

5. **Is there any such publication or disclosure planned? If so, provide date and details.**

6. **What products or processes currently implement your design?**

7. Provide details of each person who has contributed to the conception of the design:

Give the following details for all the Inventors

Full name of the inventor :
Institute Affiliation :
Designation :
Emp. ID / Reg. No :
School / Centre :
Office Address :
Mobile No :
E-mail :

Also indicate the Primary Contact Inventor for queries and information exchange

8. I (We) confirm that the details furnished in respect of this Invention / Technology are correct and agree to the request for filing of an application patent with the names of the inventors as proposed above.
I (We) agree to assign to VIT-AP University my rights in this invention

Inventor Name_____ Signature_____ Date_____

(provide the signatures of all the Inventors)

Annexure-III

Copyright Registration Form

1. Title of the Document / Work

2. Type of the Document (Tick as Appropriate)

A. Review

B. Research/ Development work report

C. Design report

D. Survey

E. Class note

F. pre-publication report

G. Any other (please give the details)

3. Details of the Inventor(s)

Give the following details for all the Inventors

Full name of the inventor :
Institute Affiliation :
Designation :
Emp. ID / Reg. No :
School / Centre :
Office Address :
Mobile No :
E-mail :

Also indicate the Primary Contact Inventor for queries and information exchange

4. **Brief description of the nature of the document (approx.150 words)**

5. **Claims of originality (approx.150 words)**

   a.

   b.

   c.

6. **Any similar report/document available to the knowledge of authors**

7. **Whether the document / Work belong to the category of: (Tick as Appropriate)**

   a) Sponsored Research, if Yes, provide the following details

   Project Title :

   Project Code/ID :

   Sponsor :

   b) PhD Thesis [ ]

   c) MS / Phil Thesis [ ]

   d) UG / PG Thesis [ ]

   e) Individual Work [ ]

   f) Collaborative work between organizations [ ]

   g) Class Notes / Teaching Material [ ]

8. **Does the document use non –obvious diagrams from other's work and, if so, has permission been taken for reproducing in the document?**

   Yes [ ]

   No [ ]

9. **I (We) confirm that the details furnished in respect of this Invention / Technology are correct and agree to the request for filing of the copyright application with the names of the inventors as proposed above.**

   I (We) agree to assign to VIT-AP University my rights in this invention

   Inventor Name_____ Signature_____ Date_____

   (provide the signatures of all the Inventors)

Annexure-IV

IPR Facilitation Request

Date:

Name :

Emp. ID / Reg. No :

Designation :

School :

Institute Affiliation :

To

The Dean / Director

_____ (School / Center Name)

I am forwarding my invention titled ---------- to IPR Cell for patent filing facilitation. I request your kind approval.

Signature

Recommendation of the Dean /Director

Signature & Seal

Annexure-V

IP Non-Disclosure Agreement

I. THE PARTIES. This Patent/Invention Non-Disclosure Agreement, hereinafter known as the "Agreement", is created on this _____ day of _____, 20____, between _____, hereinafter known as the "Disclosing Party", and _____, hereinafter known as the "Receiving Party".

The Disclosing Party and Receiving Party wish to discuss and exchange certain items and information related to the proposed "Invention" which the parties hereto consider highly confidential and proprietary.

NOW THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

II. TERMS & DEFINITIONS:

a. "**Invention**" shall mean the innovation proposed by the Disclosing Party for IPR claim.

b. "**Disclosing Party**" shall mean the party disclosing information to the other relating to the Invention.

c. "**Receiving Party**" shall mean the party receiving information from the other relating to the Invention.

d. "**Confidential Information**" shall mean all information provided by Disclosing Party with respect to the Invention regardless of whether it is written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine-readable documents, etc. Confidential Information shall also include all information related to the Invention provided by Disclosing Party to Receiving Party prior to the signing of this Agreement. Confidential Information shall not include any of the following:

i. Such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party;

ii. Such information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of the Receiving Party and was not acquired, directly or indirectly, from Disclosing Party; or

iii. Such information which Receiving Party acquired after the time of disclosure from a third party who did not require the Receiving Party to hold the same in confidence and who did not acquire such technical information from Disclosing Party.

III. USE OF CONFIDENTIAL INFORMATION:

The Receiving Party agrees to:

a. receives and maintain the Confidential Information in confidence;

b. examines the Confidential Information at its own experience and knowledge;

c. not reproduce the Confidential Information or any part thereof without the express written consent of Disclosing Party;

d. not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm, or corporation without the express written consent of Disclosing Party;

e. limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to those officers and employees, if any, of the Receiving Party who have a need to know and an obligation to protect it;

f. not use or utilize the Confidential Information without the express written consent of Disclosing Party;

g. not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus, or device similar to any method, system,

apparatus, or device embodied in the Confidential Information unless expressly authorized in writing by Disclosing Party; and

h. utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the like.

IV. RETURN OF CONFIDENTIAL INFORMATION:

All information provided by the Disclosing Party shall remain the property of the Disclosing Party. Receiving Party agrees to return all Confidential Information to Disclosing Party within 5 days of written demand by Disclosing Party. When the Receiving Party has finished reviewing the information provided by the Disclosing Party, immediately the report should be returned as soon as possible. Receiving Party shall return all information to the Disclosing Party without retaining any copies.

V. ENFORCEMENT:

The Receiving Party acknowledges and agrees that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. The company shall be entitled to all remedies available at law.

VI. NON-ASSIGNABLE:

This Agreement shall be non-assignable by the Receiving Party unless prior written consent of the Disclosing Party is received. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

VII. TIME-PERIOD:

This Confidential Information that is shared may not be disclosed by the Receiving Party to any 3rd party unless the information has been made public or written permission has been given by the Disclosing Party.

VIII. GOVERNING LAW:

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions) shall be governed by and construed in accordance with the laws of the State of _____, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

IX. NO LICENSE:

Neither party does, by virtue of disclosure of the Confidential Information, grant, either expressly or by implication, estoppel or otherwise, any right or license to any patent, trade secret, invention, trademark, copyright, or other intellectual property rights.

X. BINDING NATURE:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

XI. SEVERABILITY:

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

XII. ENTIRE AGREEMENT:

This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

Disclosing Party's Signature _____ Date _____

(The Principal Inventor of the proposal can be signed)

Print Name _____

Receiving Party's Signature _____ Date _____

Print Name _____