



NETAJI SUBHASH ENGINEERING COLLEGE

Techno City, Garia, Kolkata – 700 152

Intellectual Property (IP) Policy

1. Preamble

- 1.1. Intellectual Property: Creation or invention, irrespective of its innovative value, involves some intellectual effort that adds an asset value to the creation. This is termed as intellectual property, a right to which is also protected by law. It is the property that is the result of creativity and does not exist in tangible form, such as patents, copyright, trademarks, etc. IP refers to the creation of the human mind. Intellectual property in an educational institution is generated through research and development (R & D) work.
- 1.2. Intellectual Property Right (IPR): Similar to any other property right, Intellectual Property Right (IPR) allows the creators or owners of the IP to benefit from their work or investment in a creation. IPR can be seen as recognition of merit shown through the creative capacity of the creator. This indirectly promotes the intellectual standard of the society. It provides an environment where creativity and invention can flourish for the benefit of all.

2. Objectives

The objectives of the Intellectual Property (IP) Policy Netaji Subhash Engineering College (NSEC) are:

- 2.1. To promote academic freedom: The freedom of the academic staff, students, and researchers of the Institute engaged in the creation of intellectual property in the Institute to conduct their activities related to pedagogy, research, development, selection of their research matters, etc. in conformity with mission of the Institute.
- 2.2. To raise the intellectual standard of the Institute by way of enhancement of incentives i.e. sharing of the benefits of R & D activities with the researchers.
- 2.3. To promote the environment of research in the Institution.
- 2.4. To provide academic, administrative and HR support for the conduction of IP activities.
- 2.5. To render assistance to the creators and researchers for technology transfer and effective commercial utilization of the IP.
- 2.6. To provide legal support for the protection of the interest of the Institute and creators related to the intellectual property generated.
- 2.6. To provide a transparent administrative system for the ownership, control and transfer of the IP created and owned by the Institute.

3. Types of Intellectual Property

The following types of intellectual properties are commonly dealt with NSEC:

- 3.1. Patent - A Patent is a grant from the Patent Office which confers on the grantee for a limited period the exclusive privilege of making, selling and using the invention or a new way of doing something or a new technical solution to the problem for which a patent has been granted and also of authorizing others to do so.
- 3.2. Copyright - Copyright relates to artistic creations like poems, novels, books, original writings, music, painting, sculptures, architecture, maps, technical drawings, newspapers, advertisements, computer programs, databases, photographs and cinematographic works. They are generally termed as “works”.
- 3.3. Trademarks, Service Marks, Logos - A trademark or a service mark is a sign (logo) used to differentiate between products or services of one enterprise from those of others. It may be a sign, a letter, a numeral or a graphical figure.
- 3.4. Industrial Design - Industrial Design relates to the aesthetic or ornamental aspect of an industrial product. This aspect may be the size, shape, colour or pattern of the article. It does not encompass the technical aspect of the article.
- 3.5. IC Layout Design – It is a layout of transistors and other circuitry elements including wires connecting such elements in any manner in a semiconductor integrated circuit.

4. Definitions

- 4.1. First Party – Netaji Subhash Engineering College (NSEC), Garia, Kolkata, or Institute.
- 4.2. Second Party – Faculty, Project staff, scholars, students, and supporting staff of NSEC.
- 4.3. Third Party – Any government or non-government organization with whom the first or second party interacts for any activity with or without any fees.
- 4.4. Activity – It relates to teaching, research, writing, creation and consultancy carried out by a person or Institute.
- 4.5. Inventor or Creator – Person responsible for the creation of an IP. In case of multiple inventors from NSEC or outside, one of the persons from NSEC will function as the Principal Inventor.
- 4.6. Work for Hire – Any work (or product) originated from NSEC and is meant for a specific purpose of the Institute, and produced by an employee of the Institute or an external agency under contracted work of NSEC. In such cases, ownership of the IP generated belongs to NSEC.
- 4.7. Permanent and Temporary Staff on Institute Payroll – All such staff may create IP
 - As part of their normal duties
 - Through their creative activity
 - As work for hire

Adjunct Professors and visiting Professors generating an IP using Institute resources will assign ownership of such an IP to the Institute.

- 4.8. Students – Student means a person registered or enrolled as a full-time student, part-time student, exchange student from other universities/colleges for a degree or certificate and scholar enrolled for doctoral or post-doctoral programs.
- 4.9. Project Staff: A person employed temporarily on a contract under a research, consultancy or other activities carried out by the Institute.
- 4.10. Sponsor: An agency, individual or a group of individuals funding a research or consultancy work to be carried out at the Institute.
- 4.11. Sponsored Research: A specific research project funded by an external agency.
- 4.12. Associated Agreement: A document signed between the Institute and involved parties defining the roles, rights and responsibilities of each of the parties, such as, a Memorandum of Understanding (MoU), Consultancy Agreement, Confidentiality Agreement, etc.
- 4.13. Intellectual Property Fund (IPF): Fund generated from IPs, accounts of which will be maintained by the Institute in a separate account.
- 4.14. Entrepreneurship Cell / Technical Entrepreneurship Cell: The Institute's cell will coordinate with the departments and promote entrepreneurship activities involving students, faculty and industry. The incubation center under the cell will assist the inventor(s) in shaping the invention into a saleable form.

5. Ownership of Intellectual Property

- 5.1. Like any other type of property, intellectual property can be also sold, rented and gifted by the owner of an IP. Its ownership is legally protected. This section specifies the determination of ownership of an IP generated out of activities carried out in the Institute or using Institute resources or under the Institute banner. The ownership depends on the type of IP and sponsorship of the work.
- 5.2. Copyright
 - Ownership of copyrightable works like books, monographs, lectures, articles and speeches will be vested with the staff or researcher who has created it even though it has been created with the Institute resources but they must acknowledge the institute for its support.
 - The copyrights in theses, dissertations, term papers, and laboratory records produced using Institute resources will belong to the student or researcher. However, they will permit the Institute in writing that the IP can be used by the Institute for non-commercial use like research / academic purposes.
 - Copyrightable work generated as a work for hire will belong to the Institute.

- 5.3. Copyright on Software, Industrial Design, and IC Layout Design
Ownership of copyright on software, Industrial design, IC layout, etc. will belong to the Institute. The inventor(s) will assign its ownership to the Institute in writing.
- 5.4. Patent
Ownership of patents will belong to the institute under the following conditions:
- It has been developed either solely with the use of funds and facilities of NSEC.
 - It has been developed with a mix or exclusive of funds and facilities of an external agency without any associated agreement.
 - It has been developed under contract arrangement including ‘work for hire’.
 - It is the result of continued work where the credit of creation cannot be assigned to any specific individual or group.
- 5.5. Ownership of patents will belong to the third party exclusively or jointly by the Institute and third party depending on the associated agreement between the Institute and the sponsoring agency.
- 5.6. Patents and Inventor(s):
- Inventors are not recognized as the owners of the patents. However, their names are cited in legal documents (patent certificates) as the creators of the invention of the IP work. In case of commercialization of the patent, the Institute will share a part of the revenue generated (Annexure A).
 - Inventor(s) are permitted to cite the patent as an academic achievement without divulging the technology or process invented.
 - Inventor(s) are required to maintain confidentiality of the IP except when they are permitted by the owner of the patent to divulge it.
- 5.7. Trade and Service Marks
Trade and service marks related to goods and services involving the Institute will be owned by NSEC.

6. Administration of Intellectual Property

For facilitation of IP policy a committee (IP Policy Committee or IPPC) consisting of the following members will be constituted.

Dean – Academic Affairs	Chairperson (ex-officio)
Convener – R&D Committee.....	Member (ex-officio)
In-charge, Institute Entrepreneurship Cell	Member (ex-officio)
Coordinator, IQAC	Member (ex-officio)
A senior Faculty (nominated by Director/Principal).....	Member
Designated person from Entrepreneurship Cell	Member-Secretary

Tenure of nominated / designated members will be for three years.

7. Functions of IPPC

7.1. Identification of findings which have IP values

For filing a patent application, the inventor(s) will apply to the Dean (R & D) claiming its probable potential IP value with specific reasons, beneficiaries of the innovative product/process, and background details of the supposedly innovative work, such as, funding sources, duration of the work, place of work, etc. The applicant(s) will give in writing that the product/process does not infringe upon existing IP. On receipt of the application, IPPC will form a two-member sub-committee from the Institute, whose members will possess expertise in the area of the activity concerned.

The sub-committee will examine the prototype (if any) developed and discuss with the inventor(s) technicalities without going into details of the confidential aspects of the work. The recommendation of the sub-committee will be placed before the IPPC for further action.

In case of a negative recommendation, IPPC will permit the inventor(s) to file the patent application by themselves. However, necessary NO OBJECTION CERTIFICATE (NOC) from the Institute will be issued, for which the inventor(s) shall have to agree to transfer the IP ownership to the Institute in case of a successfully sealed patent. The Institute in that case will pay the inventor(s) the expenditure incurred by him/them on the production of relevant supporting documents of expenditure.

7.2. Rendering support to Inventor(s) to obtain official/legal seal of IP (for example patent or service mark)

On recommendation from the sub-committee, IPPC will advise the institute's legal cell / Patent Attorney for necessary formalities. The cost of legal fees and patent application money will be borne from the Intellectual Property Fund (IPF).

7.3. Rendering support for marketing or technology transfer of patented technology/process and assisting the inventor(s) in preparing legal documents like technology transfer deed/sale deed/licensing deed.

The Institute may take the assistance of its Technical Entrepreneurship Cell for marketing, sale or technology transfer of the IP generated on profit-sharing terms at par with National Innovation and Startup Policy. The payment will be made from the Institute's share or the IPF.

7.4. Maintain records as well as accounts of IPF and distribution of the income.

IPPC will maintain the financial, academic and technical records of the IPR generated. It will also keep track the records of un-marketed patents / IPRs whose shelf life is likely to expire. Renewal of such IPRs will be done by the Institute a maximum of two times provided the inventor / principal inventor recommends.

7.5. Dissemination of information regarding IP activities of the institute.

IPPC will publish bulletins periodically jointly with the Technical Entrepreneurship Cell of the Institute, which will be useful for the publicity and marketing of IP.

- 7.6. Initiate and take steps for periodic review of IP policy.
The Board of Governors (BOG) of the Institute will have full power to make changes to the IP policy or bring out a new policy as and when it is felt necessary.
The changes or amendments will be also initiated by the IPPC depending on changes in government policies or other national and international developments and legal judgments.
Under normal circumstances, IPPC will review the policy every five years and recommend any change to the BOG taking inputs from the stakeholders. The BOG-approved policy will be binding on all stakeholders.
- 7.7. Awareness Programmes on Intellectual Property issues.
IPPC will organize periodic awareness programs on the following issues of IP. The participants will be faculty, research scholars, students and technical staff. It will cover
- Development of the present concept of Intellectual Property Rights
 - Types and classification
 - Record Keeping Procedures for IPR (Annexure B)
 - Confidentiality Requirements (Annexure C)
 - IP infringement
 - Institute's IP Policy

8. Violation of the IP Policy

Violation of any kind of the Institute IP policy is liable to invite legal action.

9. Legal Jurisdiction

All disputes will be subject to the legal jurisdiction of Calcutta High Court at Kolkata only.

ANNEXURE A

Norms for Sharing of Revenue Generated from IP

- ❖ Source of Revenue
Revenue generated by licensing or assigning of IPR or on receipt of royalties associated with technology transfer or specific innovation programs from external agencies.
- ❖ Distribution of Revenue Generated
 1. Share of Inventor(s): 60% of income will go to Inventors. The Principal Inventor will decide the share of each Inventor. Inventor(s) will continue to receive the share irrespective of his / her / their employment status to the Institute.
 2. Share of Institute: 40% of the income generated will go to the Institute.
In case of external funding of the activity and joint ownership of the IPR, this share will be divided between the two as per the associated agreement.
The institute's share will be deposited in the Industrial Property Fund (IPF) and utilized for the promotion of IP activities and or R & D activities in general.

Record Keeping Procedures for IPR

❖ Preamble

If a researcher thinks that his / her activity may result in an innovative idea with the potential of possessing, Intellectual Property can be developed as a commercially exploitable piece of work. The related data and records must be maintained in a specific manner, as filing a patent application requires that the supporting data and records. The same must be retained under the custody of the Institute (owner of the patent) to enable verification of accuracy, validity of the research method, repeatability and reproducibility of the work, protection of the patentable research output, extension of the work, etc. The records are also to be retained in the custody of the Dean (R&D) and Head of the Department and owner of the patent for five years or till the patent application is sealed.

❖ Data to be retained

Raw data, observations, experience of any form – numeric, descriptive, visual, survey data, films, videos, data from sponsors, samples for experimentation, data collected from other sources, etc. Another class of data belongs to results obtained applying the research method must be retained till the patent is valid.

Confidential data are research outcomes possessing high commercial value, data provided by the sponsor and specified as ‘confidential’, and highly sensitive data like personal information or identification of individuals participating in surveys must be retained.

❖ Record keeping procedure

(a) Laboratory records:

Format of the notebook:

Experiment-based research requires that the data generated out of research be recorded day-to-day basis in a hard-bound laboratory notebook marked ‘PRIVATE and CONFIDENTIAL’. The notebook shall be serially and permanently numbered without mutilations or insertions. Every page of the notebook should have spaces for entering names, signatures and dates of the researcher and a witness (a co-researcher or any Institute staff). The first page of the notebook should give particulars of the researcher and his / her supervisor, the Department, the title of the work, and a serial number of the notebook followed by a table of contents.

Guidelines for data entry:

1. All entries must be made in permanent ink. No pencil or eraser is used. No white ink is used. If any entry is to be cancelled, it should be struck off and signed by the researcher and a witness putting the date of cancellation of the entry.
2. No page shall be left blank. A blank page if left intentionally or inadvertently, must be crossed diagonally and signed by the researcher and a witness putting a current date.
3. For modification of any entry it must be clearly struck off, signed and a new entry made immediately below with signatures of the researcher and a witness with the date of modification.
4. New ideas or inferences arrived at should be entered and signed with date to act as a proof of originality.
5. Crucial data and descriptions of experiments related to valuable inventions should be signed and countersigned by the supervisor/coordinator.

6. No abbreviations except the standard ones are used. Non-standard abbreviations, if used must be elaborated on what they stand for.
7. Photographs and graphical diagrams are to be pasted or stapled and signed at the back. They may be also kept separately with proper referencing.
8. The supervisor must sign the notebook periodically, at the end of the notebook or when the student submits the thesis or withdraws temporarily.

(b) Samples of new products:

Samples of new products or products produced by new methods, prototypes fabricated and their photographs (with signatures and date at the back) are retained till the patent application is sealed.

❖ Research records to be retained

The following research records containing informational values are needed to be retained. Correspondences like surface mails or e-mails, papers published or communicated, technical reports, administrative documents related to the work, data files in both forms hard copies and e-copies, and synopses of theses in hard or e-form.

ANNEXURE C

Confidentiality Requirements

The creator(s) or the inventor(s) are required to maintain confidentiality in respect of Institute-owned Intellectual Property while dealing with the third party during the negotiation of commercialization of the technology or process. The following guidelines are to be followed by the inventor(s):

1. Before signing the agreement or signing the confidentiality or secrecy agreement amount of information given should not go beyond the published technical profile.
2. Inventor(s) and all concerned should not divulge the confidentiality aspect either through speeches or publications or press conferences and not even to any individual unrelated to the work.
3. The third party willing to negotiate with the Institute for commercialization of the IP concerned will have to satisfy the Institute not only about financial terms but also its capacity to undertake the assignment successfully.
4. Thereafter the approved party must sign an agreement with the Institute regarding the commercial terms of the technology transfer and confidentiality or secrecy maintenance.
5. The third party will get authorization in writing from the Institute for commercialization of the product. In case the effort is aborted confidentiality agreement will continue to be valid.
6. In case the ownership of the IP is transferred to a third party, its confidentiality aspect will be the latter's concern. However, the inventor(s) or anyone from the Institute knowledgeable about the confidential aspect of the product is legally bound to maintain the confidentiality or secrecy.
7. If the IP is given to a licensee for exploitation or commercialization, the confidentiality or secrecy has to be maintained by all related parties. Any infringement will invite legal action.