



Intellectual Property Rights [IPR]



National Institute of technology
Rourkela

Management of Intellectual Property

Policy, Procedures and Forms



**National Institute of Technology
Rourkela**

MESSAGE FROM DIRECTOR

Major Engineering Institutes around the country are giving increasing emphasis on research on commercializable technologies. Engineering students, from B. Tech. to Ph. D. are being sensitized to the emerging environment. We, at NIT Rourkela, have taken this aspect of engineering education seriously and have initiated some basic steps. Publication of this small booklet, outlining the policies, procedures and forms for creation and protection of intellectual property, is the first major step in that direction.

Unlike larger and more advanced engineering institutes, we have a very small doctoral programme. Our human assets are largely based on our excellent faculty, technical staff and our UG and PG students. Every final year student of the B. Tech and M. Sc. classes spends about 25% of his time on the project. Final year M. Tech. students are full time researchers. Working together with them are the faculty and the technicians. Considering the high IQ of an average NITian, the intellectual power utilized in student projects is indeed mind boggling. If, and only if, we can channelise this power in the right direction, the benefit to the society will be enormous. This document provides a framework to streamline the utilization of that intellectual power, and I hope our faculty and students will take advantage of the new opportunities and stand up to the expectations of the society.

On behalf of the Institute community, I record our appreciation of the efforts put in by our colleague Prof. S. S. Mohapatra in preparing this document. The booklet draws heavily on a similar policy document published by IIT Kharagpur who have been pioneers in spreading IP awareness in elite engineering Institutes. The permission granted by Professor S. K. Dube, Director IIT, Kharagpur for using the material contained in their IPR policy document is gratefully acknowledged,

In addition to framing an IP policy, the Institute has adopted several measures to generate and protect intellectual property. Use of official record books for student projects and provision of liberal financial support for development projects are some of the major steps in that direction. I am very hopeful that a few years from now, NIT Rourkela will be one among the leading Institutes in acquiring patents and helping our nation become a world leader in technological innovation.

Sunil Kr Sarangi

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1. PREAMBLE

National Institute of Technology, Rourkela (hereinafter called the Institute) is dedicated to research, teaching, and extension of knowledge to the public. The Institute recognizes its responsibility to produce and disseminate knowledge. Inherent in this responsibility is the need to encourage the production of creative and scholarly works and the development of new and useful materials, devices, processes, and other intellectual property, some of which may have potential commercial value. These activities contribute to the professional development of the individuals involved, enhance the reputation of the Institute, provide additional educational opportunities to students, and promote public welfare. The Institute has a responsibility of bringing new knowledge into use by the general public. Such knowledge or technology often has commercial value and should be treated as a financial asset to be used, conserved and applied in such a way as to generate an appropriate financial return. Transfer of such information or technology through licensing satisfies both the above objectives, i.e., dissemination for use and realization of financial returns.

Technological and social developments in recent years have broadened the scope of information and technology that can have potential commercial value and, therefore, should be treated as assets subject to Institute ownership and control. In addition to new machines, compositions of matter, and written materials which traditionally have been the subject of patents and copyrights, computer software, video courses, etc. are now normal outcomes of Institute activities. Thus, a broad policy covering all aspects of intellectual property needs to be created to provide widespread protection to the originators of such property.

Over the past decade, appreciation of the commercial value of intellectual property has grown both within the academic community and in the society at large. Concerns related to confidentiality, publication, and ownership of intellectual property are now commonplace. The pace of modern science, resulting in new and useful inventions, initiated a need for a central policy in determining the course of the creation, protection, and commercialization of intellectual property in the Institute. This has resulted in establishment of the Intellectual Property Committee (IPC) and the Intellectual Property Policy (IPP) to encourage creation and protection of intellectual property in the Institute.

This IP Policy applies to all Institute employees and students, regular or contractual. Every member of the academic community, student, non-teaching and teaching staff alike, must be knowledgeable about intellectual property both to protect their own rights and to respect the rights of others. The Institute IP Policy is intended to encourage a healthy atmosphere conducive to research and development through a generous system of rewards and incentives for the creation of intellectual property while at the same time giving proper consideration to the economic rights and responsibilities of the Institute.

The strength of the Institute lies in its faculty, students, technical and administrative staff. This document is intended to introduce, regulate, and organize issues related to intellectual property within the Institute. It also reaffirms the Institute's commitment to scientific endeavors, academic excellence and the dissemination of knowledge. This policy is intended to spell out the responsibilities of the Institute and its employees and to establish a framework for ethical conduct.

2. THE INTELLECTUAL PROPERTY (IP) POLICY

The primary objective of the IP Policy of NIT Rourkela is to establish appropriate principles for creation, protection, ownership and management of intellectual property in the Institute. The endeavor is to provide an intellectual property environment that encourages the development of inventions and other intellectual creations for the best interest of the public, the creator, and the research sponsor, if any, and will permit the timely protection and disclosure of such intellectual property either by development and commercialization after securing available protection, by publication, or both.

This Policy is further intended to protect the respective interests of all participants by ensuring that the benefits of such property accrue to the public, to the inventor, to the Institute and to sponsors of specific research projects in varying degrees of protection, monetary return and recognition, as circumstances justify or require.

2.1 Objectives of the IP Policy :

The major objectives of the IP policy of NIT Rourkela are:

- To provide a superior environment to the employees and students of the Institute for creation, protection, and commercialization of intellectual property and to stimulate innovation.
- To encourage research, scholarship, and a spirit of inquiry, thereby generating new knowledge.

- To facilitate the transfer of knowledge and technology to intending users to promote utilization of such resources for benefit of the society.
- To provide an administrative system to determine the commercial significance of discoveries and developments and to assist in bringing these into public use.
- To provide for a equitable distribution of economic gains resulting from new intellectual property among the developer, author, or inventor (the originator), the Institute, and, where applicable, the sponsor.
- To provide incentives to originators in the form of personal development, professional recognition, and financial compensation.
- To safeguard, review and manage the intellectual property so that it may receive adequate and appropriate legal protection against unauthorized use.
- To encourage students at all levels to develop patentable technologies and to provide financial assistance from the Institute to the extent possible.
- To create awareness on IPR through conducting seminars, conferences, invited talks and lectures, and training programs among the academic community.
- To create respect for other people's intellectual property among members of the Institute community.

2.2 SCOPE OF THE IP POLICY

The IP Policy applies to potentially patentable inventions and discoveries, industrial designs, copyrightable materials such as books, publications, electronic courseware, computer programs, electronic circuits etc., protectable trademarks and trade secrets, which are developed using Institute equipment, supplies, facilities, employee time, or trade secret information, or which relate directly to the Institute's business, research or development. The Institute will encourage, recognize and protect all creative and scholarly works in form of patents, copyrights, industrial designs, trademarks and trade secret, as the case may be, developed by its employees/students as a result of their research or employment. The Institute will protect the rights of the originator regarding intellectual property created by him as per legal framework of the land. However, the Institute, as a corporate body, shall share this right with inventors – staff, student or guest, in a just and fair manner.

This Policy applies to all the employees of the Institute and visitors using Institute facilities under the supervision of Institute staff and to all the students of the Institute including doctoral and Postdoctoral fellows.

It covers all intellectual property conceived, first reduced to practice, written, or otherwise produced by all faculty, staff, and students of the Institute whether using Institute resources or not. It also covers intellectual property created by part time students, employees and visitors using Institute funds, facilities or other resources.

3. DEFINITIONS

- 3.1** Intellectual Property (IP): For the purpose of this policy, "Intellectual Policy" is defined as the tangible or intangible results of research, development, teaching, or other intellectual activity. Intellectual property may include the following products:
- a. Patents on new and useful scientific or technical advancements by way of inventions, discoveries, processes, computer hardware and software, unique materials, machines, devices, instruments, apparatuses, circuits, plant varieties etc.
 - b. Copyright in industrial and architectural design, models, engineering drawings, integrated circuit layout designs, computer software, animations and visualizations, information technology products and processes including hardware and software features, original innovative, creative or artistic works and their derivatives or adaptations, whether dramatic, musical, literary works, work of graphics or plastics art and cinematographic and animated films, teaching material for classroom and online courses such as courseware for distance education, original data and records of research, undisclosed and/or unpublished information etc.
 - c. Trademarks, service marks, logos, collective marks, certification marks, trade names etc.

The three categories stated above are not mutually exclusive; a given article of intellectual property may include aspects of all three categories.

- 3.2 Fair use** : The term “Fair Use” refers to the amount of copying or usage that may be permitted for a copyrighted material so that it does not obstruct the progress of human knowledge. Limited portions of a work can be copied without the right holder’s permission for non-commercial and academic use, although the exact permissible percentage may have to be determined by the courts. In general, use of a small part of the work which does not hurt the present or potential market for that work is allowed under fair use, but there are many grey areas where the law has to be decided on a case-by-case basis. Fair use in the classroom during regular teaching is understood more liberally than that permissible in teaching for distance education through print or multimedia packages. This is because distance education packages are commercial products and hence permission has to be sought for the use of any intellectual property held by others. The possibility of fair use exists only in the case of copyright and does not apply to patents.
- 3.3 Employee** : An “Employee” of the Institute is defined as any person receiving compensation for service, or any person volunteering services for the benefit of the Institute. The uncompensated activities of students in furtherance of their education shall not be considered service within the meaning of this policy, even if such activities benefit the Institute. A scholarship, fellowship, assistantship or any other payment received by a student during the course of his studies does not classify him as an employee.
- 3.4 Institute Personnel** : Part-time and full-time members of the faculty, technical, administrative or the supporting staff and all other agents and employees, and undergraduate, postgraduate students, doctoral and postdoctoral fellows of the Institute.
- 3.5 Inventions** : It is a general term which includes computer software, general instructional materials (including video tapes), novel machines, devices, compositions of matter (compounds, mixtures, genetically engineered cells, plants or animals), genetic forms, mask works, production processes, production methods, plant varieties, etc. Inventions will be considered as having been developed in the course of employment where conception and/or development is in the individual’s subject area of principal competence in scholarly activities for which the individual is employed.
- 3.6 Originator** : Any person related to the Institute through a relationship which is in the form of a part-time or full-time member of the faculty, permanent or contractual staff, agent or employee, graduate or postgraduate student, doctoral or postdoctoral fellow of the Institute, who is involved, directly or indirectly, in the Invention as defined herein shall be deemed to be the Originator for the purpose of this document.
- 3.7 Work for Hire** : Work for hire is defined for the purpose of this document as any work commissioned by the Institute. The ownership of the resulting intellectual property shall be assigned to the Institute through a written contract between the concerned parties.

4. IP MANAGEMENT PERSONNEL

- 4.1 Professor-in-charge (IP)** : The Institute’s Senate shall appoint a member of the faculty as professor-in-charge (IP) who will be responsible for day-to-day administration of IPR issues and shall work under the guidance of the Dean (SRICCE). He will serve as the member-secretary of the Intellectual Property Committee. The Professor-in-charge (IP) will be responsible for development and protection of intellectual properties of the Institute and find avenues for possible commercialization. He has to ensure the use of licensed software and fair and just treatment of others’ intellectual property by the Institute and its members.
- 4.2 Intellectual Property Committee (IPC)** : The Institute’s Senate shall appoint an Intellectual Property Committee (IPC) to help administer intellectual property and to make suitable recommendations to Dean (SRICCE)/Director for implementation. Dean (SRICCE) will serve as the Chairman, and Professor-in-Charge (IP) shall serve as the Secretary of the IPC. In addition to Dean (SRICCE) and Professor-in-Charge (IP), the Senate will nominate two more members from among the faculty of the Institute. The tenure of Professor-in-Charge (IP) and the two members will be two years, preferably non-concurrent. A member may be appointed for a second term, but not more than 4 (four) years in total.

The IPC will assist various departments and centres of the Institute in all matters relating to intellectual property. It will help various departments to secure protection for intellectual property where appropriate. It will maintain central databases and files of patent applications, issued patents, trademarks and copyrights, licenses and

agreements, coordinate with various departments in negotiating and preparing license and other agreements, review and approve all agreements relating to intellectual property. It will review causes of possible infringements on the Institute's intellectual property and take action as deemed necessary.

The legal interests of the Institute and its staff, faculty and students in any intellectual property, except traditional scholarly works, shall be determined by the IPC in accordance with the policy enumerated under items.

5. POLICY

5.1 General Policy

- 5.1.1 The intellectual property policy shall apply to all persons employed by the Institute – full-time and part-time faculty, visiting faculty, scientists employed by the Institute, as well as technical and administrative staff. It also applies to undergraduate, postgraduate and doctoral students as well as postdoctoral fellows and visiting scientists.
- 5.1.2 This policy shall apply to all kinds of intellectual property (including, but not limited to, any invention, discovery, trademark, copyright, trade secret, technology, scientific or technological development, research data and computer software) regardless of whether the intellectual property is subject to protection under patent, trademark, copyright, or any other law. The institute will encourage and recognize the originator of intellectual property and protect the ownership for the creators.
- 5.1.3 The Institute will work towards protection through legal means of all creations of scholarly and educational materials, inventions, products, processes, art works, musical compositions and dramatic and non dramatic literary works related to the author's academic or professional field, regardless of the medium of expression. All such intellectual property shall be jointly owned by the originator/author and the Institute.
- 5.1.4 The Institute shall have sole ownership of all intellectual property created by an employee who was hired specifically to work on a target product or process (or other intellectual property) or was commissioned by the Institute or a component of the Institute for the specific objective leading to creation of the intellectual property. The Institute will assert its ownership of all intellectual property created by the outside agencies commissioned by the Institute for the specific purpose.
- 5.1.5 The intellectual property generated from research projects sponsored by government/ non-government agencies will be owned by the creator(s), the Principal Investigator or Chief Consultant, the Institute and the sponsoring agency. The sponsoring agency will bear 50% of the protection cost or forgo the rights to the intellectual property. In case the project was accepted by the Institute under terms different from that stated herein, the terms agreed to shall prevail.

5.2 Intellectual Property Rights and Obligations

- 5.2.1 Intellectual property generated by a full-time employee or a full-time student of the Institute is the joint property of the originator and the Institute whether Institute resources are used or not. If an Institute employee or a full time student creates intellectual property while working in another organization, it will be jointly owned by the creator, NIT Rourkela and the host institution. In case of part-time employees or students or visiting professionals, intellectual property generated by use of Institute facilities and/or support only come under joint ownership of the Institute and the originator.
- 5.2.2 Before any intellectual property is disclosed to any outside agency, other individual, commercial or academic organization, press or public is published by the originator himself the creator shall submit a reasonably complete and detailed disclosure of such intellectual property to the IPC for determining if any kind of protection is possible under appropriate laws.
- 5.2.3 When a request from the originator is received, the IPC shall decide how, when, and where the intellectual property is to be protected. It will proceed either through its own efforts or through those of an appropriate Government or private firm or attorney to obtain protection and manage the intellectual property. Outside counsel services may be contracted with the consent of the Director. If the IPC does not find the property appropriate for protection by the Institute, the originator becomes the sole owner of the property and is at liberty to apply for protection under national laws. The Institute will issue a letter foregoing its claim to the property in future.
- 5.2.4 A decision by the Institute to seek patent or other available protection for intellectual property shall not obligate the Institute to pursue such protection internationally. The Institute's decision relating to

the geographical scope and duration of such protection shall be final. If the originator intends to seek protection internationally or through Patent Cooperation Treaty (PCT) application, the institute will permit the originator to proceed on his own or with the help of other individuals or agencies.

5.3 Royalty Income Sharing

5.3.1 In case the Institute succeeds in commercialization of intellectual property for the creator and licenses rights to third parties in consultation with the creator(s), the revenue generated through royalty payments will be equitably shared among the creators and the Institute.

Inventor(s)	Institute
60 %	40 %

In case of multiple originators of an IP, all the originators will decide among themselves how to share the proceeds of an intellectual property. If they fail to arrive at a consensus, the IPC will analyze all available information and make a recommendation to the Director. The decision of the Director shall be binding and final.

If there are other legitimate claimants to the IP, they will be grouped either under “inventors” or “Institute”. While sponsoring or supporting organization will get their share of the proceeds from “Institute” share, individuals (including visiting professionals) who contributed to the invention will receive their share from that of the originators.

5.4 Ownership of Intellectual Property in Certain Circumstances

5.4.1 Where research has been sponsored by a private industry/ foundation or government agency and no prior agreement exists on sharing of intellectual property, licensing of patents shall be negotiated between the sponsor and the Institute.

5.4.2 The intellectual property policies and guidelines of the Institute are subject to, and thus amended and superseded by the specific terms pertaining to intellectual property rights included in Central or State grants and contracts, or grants and contracts with NGO’s or private sponsors.

5.4.3 If the intellectual property has been generated as a work-for-hire, the employee or agency will retain the moral right to be identified as the creator of the intellectual property but right of commercialization rests only with the Institute.

5.5 Ownership of Intellectual property Generated by students

5.5.1 It is a requirement in academics that a student must own the copyright of the thesis (since it is his or her original work) which he or she submits as partial fulfillment of the requirements for an academic degree. However, the student will grant a non-exclusive, non-transferable royalty-free license to the institute to use, in the course of non-commercial academic activity, the records and data generated in the course of his research. Furthermore, it is possible that the research that the student carries out as part of the program of study may result in the generation of intellectual property other than the text of the thesis. Supervisors should advise students during the course of their work that certain kind of research may lead to the generation of intellectual property which will require protection of its commercial value through confidentiality, for which the student will have to forgo publication during the period of sealing of a patent. Care should be taken at all stages to see that no conflict of interest arises between the student’s academic activities and his or her generation of intellectual property. The copyright of the thesis in which this intellectual property is described or outlined will remain with the student while the institute will restrict access to the thesis for a limited period depending on commercial value as decided by the IPC. The institute will try to obtain a patent for the invention on behalf of the student and benefit-sharing mechanism will be abided by as proposed in section 5.3.1.

5.5.2 If a student is employed to assist in execution of a sponsored project or programme, the intellectual property rights originating from his contribution to the project will be governed by the terms of the contract between the institute and the sponsoring agency.

5.5.3 If the intellectual property has been generated as a work-for-hire, the student will retain the moral right to be identified as the creator of the intellectual property, but right of commercialization rests with the Institute.

5.6 Disclosure and Confidentiality.

5.6.1 At an appropriate stage in the development of an invention, the originator shall make a written disclosure of the concepts to the IPC, providing all such particulars as are vital to judge its commercial prospects. The IPC shall promptly acknowledge, in writing, its receipt of the disclosure and the date of receipt. The originator shall send one copy of his proposed manuscript, prior to submission of thesis, to the IPC.

5.6.2 All the departments in the Institute will be bound by the non-disclosure and confidentiality terms to be clearly spelled in a separate document. Each department is under obligation to file their R&D manuscripts, if any, on time to time basis, with the IPC. It is expressly understood by the departments that any information which relates to any Invention should be treated as Intellectual Property and therefore is not to be divulged without the prior consent of the IPC.

5.6.3 The Originator who has communicated with the IPC under Clause 5.6.1 shall refrain from publishing, reading, dissipating, circulating or disclosing the conception in any form whatsoever, since non-disclosure is one of the most important qualifications for intellectual property protection. The originator may disclose such conception, upon a prior written permission from the IPC, once an application for a patent, trademark or copyright has been made on the conditions described herein and the commercial rights in the conception are secured to the Institute.

5.7 Commercialization.

5.7.1 For purposes of protection and commercialization of intellectual property on behalf of the Institute, patent, trademark or copyright coverage may be sought, or the property may be treated as proprietary information, technical know-how, or trade secret.

5.7.2 The IPC may determine whether the Institute has a legal interest in the commercialization of the property. However, the Institute is not legally bound to commercialization of each property and the originator may not claim such right. It shall be in the sole discretion of the Director on advice of the IPC to determine commercialization of the property.

5.7.3 In seeking and developing commercialization of intellectual property, the Institute shall be guided by the following principles:

- (a) A primary objective and responsibility of the Institute shall be to assure that the products of its intellectual activity are brought into the widest possible use for the general benefit of society.
- (b) Intellectual property should be treated as an asset and an appropriate return should be sought.
- (c) Active participation of the originator in all commercialization efforts shall be sought.

5.8 Electronic and Distance Education Materials

All original works submitted by the contributors for the purpose of electronic and/or distance education course development shall remain the property of the concerned contributors and the Institute.

5.8.1 The Institute has the right to use the course (including all related materials) developed by the faculty member and/or other employees involved in the development of a distance learning and/or e-learning course for the Institute's own educational, research, and other purposes without any additional compensation to the faculty member or any other employee who is an author of the course. Academic departments determine which courses will be offered and who will teach these courses.

5.8.2 If the course and/or related materials are licensed, sold, or otherwise conveyed to a third party, the mechanism as per Clause 5.3.1 will govern the distribution of any proceeds. If the material is used in distance education activity generating revenue under a scheme where instructors or other Institute personnel receive specific compensation, the originator of the courseware is entitled to a fair share of the proceeds, the exact amount being determined by the Director.

- 5.8.3 As to revisions and updates of a distance learning course, the faculty member(s) or other employee(s) who are the authors of the course will have the primary responsibility for revising and updating the course and related materials as long as he/she/they are employed by the Institute. If a faculty member (or other employee) who is an author is no longer employed by the Institute or is unable to revise and update the course as needed (as determined by the department), the material may be revised and updated by other Institute faculty members and other employees.
- 5.8.4 While developing the instruction materials in educational multimedia, digital imaging, and distance learning mode, faculty members are advised to avoid copyright infringement.

5.9 Implementation of Intellectual Property Policies.

- 5.9.1 The IPC shall prepare and distribute to the various departments copies of this document and other recommendations as may be considered appropriate for the implementation of the provisions of intellectual property policies and guidelines adopted by the Institute.
- 5.9.2 The policies set forth herein constitute an understanding which is binding on Institute faculty, staff, and students as a condition of their participation in Institute research, teaching, and service programmes.

6. Procedures for Management of Intellectual Property

6.1 Creating IP Awareness

The IPC will take a proactive approach for generation and protection of intellectual property in the Institute. The committee shall identify all intellectual property developed in the Institute through review of UG, PG and doctoral projects, inviting ideas from students and faculty, and by all other means of collecting information. If it judges that there is a reasonable chance for successful commercialization of an invention, it shall (1) advise the originator on the steps to be taken for protecting the ownership rights to the property, and (2) refer the matter to the Director with clear recommendations for appropriate course of action on the part of the Institute. On persuasion of the IPC, or on his own initiative, the originator(s) will place a formal proposal before the IPC with details of the invention or other IP product. The IPC will examine the proposal taking help of internal or external experts, if necessary. The originator(s) may be required to make a demonstration of the product or process, or give a presentation before the Committee.

In some instances the IPC may find that an invention has not been developed to an extent where a decision can be made on patentability or commercialization. In such cases, it will request the originator to provide additional information or data that might help in making a decision, or advise the originator to report back to the IPC after the discovery is brought to a more advanced stage.

In close consultation and collaboration with the originator, the IPC shall determine the appropriate method of protection of the property and, where appropriate, obtain such protection. The process for licensing, selling, or otherwise conveying intellectual property will not involve the use of sealed bids. All costs associated with these actions shall be borne by the Institute, except that such costs shall be offset against future income. When a technology or other invention or intellectual property is commercialized, the net income from such commercialization will be distributed among the originator(s), the Institute and other stake holders. The IPC will guide the Institute on the distribution formula.

- IPC in coordination with Deputy/Assistant Registrar(Admin) will ensure that every faculty member/technical staff signs the undertaking form no. NITR/IP/1 at the time of joining.
- At the time of registration for Autumn Semester, each student must sign and submit a declaration in form no. NITR/IP/3 to Prof-In-Charge (IP).
- All departments will provide financial support in a fruitful means to all student projects with possible commercialisable outcome.
- The institute will provide additional funds with higher outlay for project works with a commercial potential, wherever necessary.
- The IPC will bring out brochures/newsletters and make necessary announcements in various media for creating awareness among academic community in regards to advancements on technology, patentable and commercial technologies, IP laws and amendments and legal aspects related to IP.

- The IPC will conduct seminars, workshops, talks by eminent scientists and practitioners on IP related issues, and shall organize student groups to create greater participation.
- At the time of submission of thesis, each student must sign and submit a declaration in form no. NITR/IP/4 to Prof-In-Charge (IP).

6.2 Proposals for patent application

- 6.2.1 Faculty members, technical staff and students interested to protect their intellectual creations under IP law of the land may apply to Professor-in-charge (IP) using the Invention and Technology Disclosure Form (Form No. NITR/IP/5).
- 6.2.2 Professor-in-charge(IP) will draw the attention of IPC members in a meeting for evaluating the IP substance for possible protection within two weeks. If the members agree to file for protection, the IPC will approach appropriate Government, private and legal entities to go forward with protection of the IP with due recommendation from Director.
- 6.2.3 The expenditures for protection of IP substance will be borne by the Institute from its non-plan "administrative expenses" head.
- 6.2.4 If the IP substance is not fully developed for possible protection, IPC will guide the originators where to improve it. IPC may also give guidance on drafting the Patent forms etc. even with provisional specifications.
- 6.2.5 The Institute shall bear all the charges for patent search while filling up the patent form.
- 6.2.6 If the patent is granted, it becomes the joint property of the originator and the Institute.
- 6.2.7 The Institute has the prerogative of finding a suitable partner for commercialization of the patents for first two years from the date of grant of the patent.
- 6.2.8 After two years, the originator may choose a suitable partner for commercialization of intellectual property created by him/her. However, benefit sharing mechanism will be adhered to as per Clause no. 5.3.1. The originator, before going for technology transfer on his own, must seek the permission of IPC. The IPC should strive to dispose off the matter within two weeks.

6.3 Archiving theses containing Intellectual Property with commercial potential

- 6.3.1 Theses submitted by the students may have potential IP substance. It should be protected and commercialized for greater interest of humanity. Therefore, the students must come forward and the supervisors must motivate the students to work on patentable technologies. The student submitting a thesis must give a declaration in the Form no. NITR/IP/4.
- 6.3.2 The IPC will examine all the theses and find the suitability of protection of IP created by the students.
- 6.3.3 The Institute will also try for potential commercialization when a patent is granted. However, the Institute has the prerogative of commercializing only for the first two years from the date of grant of patent. The revenue sharing mechanism will be adopted as per Clause 5.3.1.
- 6.3.4 If the Institute does not show any interest for patenting an invention contained in a thesis, the student may go for protection with formal information to the Institute. In such case, the thesis is protected and not disclosed to anyone for a period of one year after such a request is received from the student, but limited to 2 years from the date of submission of the thesis.
- 6.3.5 All the students at the time of registration for autumn semester (start of project semester) will fill up the Form no. NITR/IP/3 for initiating work on patentable technologies.



National Institute of Technology Rourkela

Undertaking to be signed by all academic and technical staff joining National Institute of Technology, Rourkela

1. This is to declare that I have read and understood the policy of the National Institute of Technology, Rourkela with respect to intellectual property and the rights therein, titled ['Policy'] and that I agree to be bound by it and to follow its provisions during the period of my employment by the Institute.
2. I agree to report, disclosing full details, to the relevant authorities of the Institute any patentable or commercializable intellectual property that I may generate or participate in generating in accordance with the provisions of the Intellectual Property Policy.
3. (Strike out whichever is not applicable)
 - (a) I certify that I am at present under no contractual obligation with any person or organization, which are in conflict with the Policy.
 - or
 - (b) I am at present under the contractual obligations detailed below:

(attach a separate sheet, if necessary)

4. I agree to share all intellectual property generated during the course of my work with the Institute in accordance with the Intellectual Property Policy of the Institute in vogue at the time of creation of the intellectual property.
5. I undertake to behave with dignity and broadness of mind while sharing intellectual property rights with my coworkers – students, faculty, technicians and other supporting staff as well as visitors.

Name :

Designation :

Department :

Employment Code :

(Signature)

Date

Form No. NITR/IP/2



National Institute of Technology Rourkela

Undertaking by a person engaged by the Institute under “Work for hire” terms

I, _____ hereby certify that the work: _____ (the “Work”; attach additional sheet if necessary to accurately describe the work) is specially commissioned by National Institute of Technology, Rourkela and is to be considered a “work for hire”.

I undertake that during the course of my work, I shall not use any material protected under copyright laws beyond the scope of fair use except those for which explicit permission of the owner has been obtained. Further, I am not entitled to reproduce elsewhere any potential copyrightable material generated during the period of this agreement or after its termination except that which falls under fair use. I shall retain only moral rights to this material. Furthermore, no patentable invention/technology/innovation/trademarks developed by myself, and others I shall be working with, will be disclosed by me to any other party upon termination of this agreement. I understand that any prior disclosure by myself, directly or indirectly, either during the period of this work-for-hire agreement or after its termination, shall render me prosecutable as per laws that may be in force at the time.

I hereby assign and/or transfer to Institute, absolutely and forever, all rights related to intellectual property generated during commissioning of the work or after its termination.

Signed this _____ day of _____ (month), _____ (year)

Name:

Address:

Work-for-hire agreement tenable at Department:

In the project:

Signature

Date



National Institute of Technology Rourkela

Initiating work on Patentable Technologies

Declaration by the Student(s) engaged in Project / Dissertation works

I/We, Mr./Ms./Dr. _____ Roll No.: _____ and
Mr./Ms./Dr. _____ Roll No.: _____ registered
as research scholar or student of programs such as B.Tech./M.Tech./ M.Tech.(Res) /
M.Sc. / Ph.D / D.Sc. in the Department of _____, National
Institute of Technology, Rourkela (hereinafter referred to as the "Institute") do hereby
declare that I/we shall start working on a project entitled
: _____
_____.

I/We declare that :

1. I/We shall respect the intellectual property of others. I/We shall not knowingly or unknowingly use any protected inventions / designs / materials / integrated circuits held by others for our purpose without paying the license fee.
2. I/We shall not use any unlicensed modeling / drafting / word processing / programming software for my/our purpose.
3. I/We shall not use any material protected under copyright law except beyond the scope of fair use for our purpose.
4. I/We shall request IPC for helping us for patent search for our work, the cost if any being borne by the Institute.
5. In the course of project work, if any IP is generated I/we shall proceed as the IP policy of the Institute for possible protection and subsequent commercialization.

Name of the Student

Name of the Student

**Signature of student
with date**

**Signature of student
with date**

Name of the Supervisor

Signature of the Supervisor with date

Signature of the Head of the Department with date



National Institute of Technology Rourkela

Form No. NITR/IP/4

Handling and Archiving of Theses and Dissertations submitted to the National Institute of Technology, Rourkela

Declaration by the Author of the Thesis or Dissertation

I, Mr./Mrs./Miss/Dr. _____ Roll no. _____
 registered as a research Scholar or a student of programs such as B.Tech./ M.Tech./
 M.Tech(Res)/ M.Sc./Ph.D/D.Sc in the Department of _____
 National Institute of Technology, Rourkela (hereinafter referred to as the 'Institute') do
 hereby submit my thesis, entitled: _____
 _____ (herein referred to as 'my
 thesis') in printed as well as in electronic forms for holding in the library of records of the
 Institute.

I hereby declare that:

1. The electronic version of my thesis submitted herewith on CDROM is in PDF format.
2. My thesis is my original work of which the copyright vests in me and my thesis does not infringe or violate the rights of anyone else.
3. The contents of the electronic version of my thesis submitted herewith are the same as those submitted as final hard copy of my thesis after my viva voce and adjudication of my thesis on _____ (date).
4. I agree to abide by the terms and conditions of the Institute Policy on Intellectual Property (hereinafter Policy) currently in effect, as approved by the competent authority of the Institute.
5. I agree to allow the Institute to make available the abstract of my thesis to any user in both hard copy (printed) and electronic forms.
6. For the Institute's own, non-commercial, academic use I grant to the Institute the non-exclusive license to make limited copies of my thesis in whole or in part and to loan such copies at the Institute's discretion to academic persons and bodies approved from time to time by the Institute for non-commercial academic use. All usage under this clause will be governed by the relevant fair use provisions in the Policy and by the Indian Copyright Act in force at the time of submission of the thesis.
7. I agree to allow the Institute to place such copies of the electronic version of my thesis on the private intranet maintained by the Institute for its own academic community.

8. I agree to allow the Institute to publish such copies of the electronic version of my thesis on a public access website of the internet.
9. If in the opinion of the Institute my thesis contains patentable or copyrightable material and if the Institute decides to proceed with the process of securing copyrights and/or patents, I expressly authorize the Institute to do so. I also undertake not to disclose any of the patentable intellectual properties before being permitted by the Institute to do so, or for a period of one year from the date of final thesis examination, whichever is earlier.
10. In accordance with the Intellectual Property Policy of the Institute, I accept that any commercialisable intellectual property contained in my thesis is the joint property of myself, my coworkers, my supervisors and the Institute. I authorize the Institute to proceed with protection of the intellectual property rights in accordance with prevailing laws. I agree to abide by the provisions of the Institute Intellectual Property Right Policy to facilitate protection of the intellectual property contained in my thesis.
11. If I intend to file a patent based on my thesis when the Institute does not wish so, I shall notify my intention to the Institute. In such case, my thesis should be marked as patentable intellectual property and access to my thesis is restricted. No part of my thesis should be disclosed by the Institute to any person(s) without my written authorization for one year after my informing to the Institute to protect the IP on my own, within 2 years after the date of submission of the thesis or the period necessary for sealing the patent, whichever is earliest.

Name of student:

Name of supervisor(s):

Signature of student:

Signature of supervisor(s):

Signature of the Head of the Department

Form No. NITR/IP/5



National Institute of Technology Rourkela

Invention and Technology Disclosure Form

For Office use only
Proposal ID : _____ NITR/IP/____ - ____ / ____ Date of Receipt : _____ <small>Acad yr Sl. No.</small>

1. Title of the invention:

2. Inventors:

[For visiting scientists, please give details of substantive employer.]

SINo.	Name	Employee Code or Roll No	Position	Department	Email

3. Brief description of the invention: *(How this invention relates to new processes, systems, machines, compositions of matter etc.)*

4. Detailed description of the invention

4.1 State of prior art

- (a) Prevailing **state of the art**?
- (b) **Literature search** relating to this invention? *[Please include a copy of the resulting documentation, and reprints of publications.]*
- (c) **Prior art/patent search** relating to this invention? *[Please include a copy of the resulting documentation, and reprints of patent documents: if a computer database search has been resorted to, please give the web site details and the Key Words used in the search.]*

4.2 **Description** : *(Describe the invention so that other Institute faculty who are knowledgeable in the field can evaluate its technical and commercial merits.)*

4.3 **Novelty** : *(Highlight the features described above that make the invention novel.)*

4.4 **Inventiveness** : *(Are the novel features inventive based on 4.1(a) above; and, if so how?)*

4.5 **Advantages** *(over comparable inventions or practices):*

4.6 **Testing** : *(Has the invention been tested experimentally? If so details of experimental data to be supplied.)*

5. Funding and support

- I. Was there significant use of Institute equipment and facilities? **Yes/No**
- II. Was the invention supported by research grants/contract from external sources?
Yes/No

If **YES**, please give details :

(a) Sponsor : _____

(b) Grant/contract no. : _____

(c) Period of grant/contract : _____

(d) Principal investigator and co-investigator: _____
(even if they are not inventors within the purview of this document and will not share the credit and royalties)

(e) Has the sponsor been informed of the invention? *(state whether required under grant/contract award conditions)*

(f) Was the work done under any other agreement? Give details.

6. Information for protection of IPR: conception and disclosure *(Accurate data is required as prior disclosure may affect possibility of obtaining patent rights.)*

	Date	References/comments
Date of conception of this invention. Has this date been documented? If so, where and how?		
Has this invention been presented at seminars/discussions other than those which form the requirement for the degree program of the student?		
Please provide the anticipated date of submission for publication or communication for presentation at seminar/conference etc. (Should not be earlier than one month from this date)		
Has the invention been reduced to practice?		

7. Commercial potential

- 7.1 Possible uses or application areas or products that may embody some aspects of the technology :
- 7.2 List of probable users of the technology (class of industries/organizations or target companies) :
- 7.3 List of probable organizations who may be interested in technology transfer (target industries or companies or other organisation) :

- 7.4 Potential marketability including commercial suggestions [viable size of industry, equipment, raw material and manpower requirement under different skill levels, import component, export potential, other relevant economic information]

8. Prior disclosure and possible intent :

8.1 Has the invention been disclosed to industry representatives or their parties?

8.2 Has any commercial organization shown interest in this invention? Give details.

9. Development Stage :

What is the current stage of development of the invention as it relates to commercial utilization and marketability :

- Embryonic
 Partially developed
 Fully developed

10. Potential for international patent :

Does the invention have significant commercial potential in foreign countries?

If so, where? Give details.

11. Declaration :

I/We declare that all statements made herein are true to the best of my/our knowledge. I/We hereby agree to hold the right of intellectual property of this invention jointly with National Institute of Technology, Rourkela. National Institute of Technology, Rourkela will share any royalty income derived from the invention with the inventor(s) according to the IP policy of the Institute in force. Intellectual Property of this invention will be protected by National Institute of Technology, Rourkela from time to time based on its merit and commercial viability.

SINo.	Name	Signature	Date	Place
1.				
2.				
3.				
4.				
5.				

Note:

- (1) A patent confers the right upon an inventor to commercially exploit an invention for a limited period of time. Patent can be lost by disclosure of the details of an invention to the public before the filing of a patent. Unlike copyright, patent is not an automatic right. To obtain a patent, the proposed invention should be novel (not published elsewhere), inventive (not obvious to persons familiar with the state of art) and industrially applicable (should have utility). Once the patent is sealed, the patentee can sue for damages anyone who attempts to exploit the patented invention without the consent of the patentee.
- (2) This document should be prepared with due care. The formal patent application will be prepared only from the information provided herein.
- (3) The completed disclosure form with annexures should be submitted to :

Professor-in-Charge (IP)
National Institute of Technology, Rourkela

Form No. NITR/IP/5A



National Institute of Technology Rourkela

Invention and Technology Disclosure Form (Summary)

1. Title of the invention:

2. Inventors:

[For visiting scientists, please give details of substantive employer.]

SINo.	Name	Employee Code or Roll No	Position	Department	Email

3. Brief description of the invention: *(Not to exceed 100 words)*

4. Prevailing state of the art :

- (a) Details of Patent search sites or other resources.
- (b) Key words used for patent search.
- (c) List of patents related to present invention.

5. Novelty

6. Inventiveness

7. Advantages

8. Commercial Potential : *(List of organization with possible interest in the invention)*

9. Signature of Inventor(s) with date



National Institute of Technology Rourkela

Mutual Secrecy Agreement between NIT Rourkela and collaborating Institutions

This agreement is between National Institute of Technology, Rourkela (the provider organization) and/or provider scientist(s), jointly called the first party, and the organization _____ (the recipient organization), the second party.

1. The first party is the owner of the invention called _____ (description) and/or owner of certain technical data/process technology/other information (proprietary information) developed through their own efforts.
The organization _____ (name), the second party, is the owner of the invention called _____ (description) and /or certain technical data/process technology/other information (proprietary information) developed through its own business and R & D efforts.
2. The invention and/ or the proprietary information of the provider scientist(s), NIT Rourkela and _____ (organization) is proprietary and confidential and not public knowledge. This will be disclosed to one another under the terms of this agreement.
3. The parties to this agreement consider it desirable for each other to have access to above invention/proprietary information for discussing and evaluating possible collaborative research and development work and/or licensing activities relating thereto.

Therefore the parties agree as follows:

- All invention/proprietary information as used in this Agreement provided by one party is proprietary and confidential in connection with evaluation of invention and/or proprietary information for collaborative R & D and/or licensing work. These are disclosed to one another in writing clearly marked confidential OR arise out of discussions during visits to laboratory/plants or any other facility of either party, and reduced to writing within thirty (30) days of such discussion. The date and time of the visit and personnel present during the visit should be recorded in writing by both parties.
- All parties agree to hold in confidence any or all invention/proprietary information disclosed and further agree not to disclose the same to third parties or use it for any other purpose other than discussion and internal evaluation provided in this document. However, either party may disclose the invention/information/technical data/technology to its own employees assisting that party in making an evaluation, provided that all such employees shall have agreed to be bound by the secrecy terms of this agreement.
- The recipient of tangible products or materials consisting invention/technology from the other party agrees not to analyze or have a third party to analyze such tangible products or materials.
- All invention/proprietary information is and remains the property of the disclosing party and must be returned, in a form suitable to be returned, within ninety (90) days after the disclosing party makes a written request for its return or at the conclusion of evaluation or termination of the Agreement.
- The evaluation period during which information will be exchanged will be ordinarily one (1) year from the date of signing this Agreement unless extended by mutual consent of the parties in writing.
- The foregoing obligation with respect to invention/proprietary information received by any party who are signatories to this Agreement shall survive in the event of termination of this agreement.

This agreement is effective as of _____, and shall terminate on _____. The two parties can extend the agreement through mutual consent, in writing, and the extension period shall be on a yearly basis. Either party may terminate this Agreement at its discretion immediately upon written notice to the other party.

This agreement is signed on _____ between:

NIT, Rourkela

Organization:

(Name of signatory)

(Name of signatory)

Designation : Dean (SRICCE)

Designation

Address : National Institute of Technology
Rourkela - 769008

Address



National Institute of Technology Rourkela

Form No. NITR/IP/7

Letter of Agreement between NIT Rourkela and collaborating institutions for Transfer of Proprietary Materials

This agreement is between National Institute of Technology, Rourkela (the provider organization) and/or provider scientist(s) _____

_____ [name(s)], jointly called the first party, and the recipient scientist(s) _____ [name(s)] of organization _____ (the recipient organization), the second party.

The Material that is covered by the agreement includes

_____ (description of the material) which is considered as proprietary material of the provider and NIT Rourkela. The provider scientist and NIT Rourkela shall be free, in their sole discretion, to distribute the Materials to others and to use it for their own purpose.

In response to the second party's request for Material, both the parties agree to the following before second party receives the Material :

- (1) The Material shall be used by _____ (recipient scientist) working at _____ (recipient organization) in research to study _____ (description of work). The material will be used for teaching and not-for-profit research purpose only and not for use in any product or process for profit-making commercial purpose. The material is provided at no cost or with a fee of Rs. _____.
- (2) Neither the Material nor this material treated by any means will be used in human subjects.
- (3) The second party shall not distribute, release or disclose the Material to any person or entity other than laboratory personnel under recipient scientist's direct supervision, and the second party must undertake to ensure that no one will be allowed to take or send Material to any other location unless written permission is obtained from the first party.
- (4) The second party is not allowed to have a third party analyze such tangible products or materials obtained from the first party without written and specific authorization from the first party.
- (5) The second party will give a brief description of its research program and the nature of usage of the material to the first party. The second party will acknowledge the first party before any publication or presentation based on research results with supplied material.
- (6) The second party will return all unused material at the request of first party.
- (7) The second party agrees to use the Material in compliance with all applicable statutes and regulations. The material may have hazardous properties. The providers make no representation and extend no warranties of any kind, either expressed or implied. The second party assumes all liability for claims for damages which may arise from the use, storage or disposal of the Material. However, the first party will be liable to the second party when the damage is caused by the gross negligence or willful misconduct of the first party.

This agreement is signed on _____ between:

NIT, Rourkela

Organization:

(Name of signatory)

(Name of signatory)

Designation : Dean (SRICCE)

Designation

Address : National Institute of Technology
Rourkela - 769008

Address



National Institute of Technology Rourkela

Letter of Agreement for Developing Educational Material Maintained by a Private Firm

(Use PART 1 or PART 2 as the case may be)

This agreement is between National Institute of Technology, Rourkela (the provider organization) and/or provider subject matter expert(s) _____ [name(s)], jointly called the first party, and the recipient organisation _____ the second party.

PART 1 : Hiring and Licensing a firm

1. The Educational Material that is covered by the agreement includes _____ (description of the material) which is considered as proprietary material of the subject matter expert(s) provider and NIT Rourkela.
2. The provider subject matter expert and NIT Rourkela shall be free, in their sole discretion, to distribute the materials to others and to use it for their own purpose.
3. The subject matter experts undertake that utmost care has been taken to avoid any copyright infringement while developing the educational material except the amount permissible as governed by fair use.
4. The second party will be paid an amount of Rs. _____ for the period _____ months/years for (i) maintaining, (ii) distributing, (iii) popularizing and (iv) marketing (tick the correct choice) the educational material stated above. The second party agrees to work only in the mode of expression for the purpose assigned to it as mentioned above. Whatever may be the mode of expression, the second party also agrees to ensure that it will restrict unauthorized copying of the materials.
5. If the materials are available in internet, the second party must display "Terms and Conditions" for use of the materials and "Disclaimer Policy" in regard to warranty in the home page of the website. The reliability, consistency, speed and security of the materials in internet is hereby ensured by the second party in accordance with discussion with subject matter experts (documented in the minutes of meeting no. _____, dated _____). However, the second party may mention its identity by describing as "maintained by _____", "marketed by _____" as the case may be. The second party further agrees to provide the feedback from the readers to the subject matter experts.
6. The second party is not permitted to modify any content in the supplied materials by themselves or through a third party during or after termination of this agreement. The subject matter expert or any other person authorized by NIT Rourkela has the right to modify the contents of the materials as and when need arises.
7. The second party will return the materials to the first party after termination of this agreement.
8. The agreement can be cancelled by either party at any point of time.

PART 2 : Selling to a firm

1. The educational material that is covered by the agreement includes _____ (description of the material) which is considered as proprietary material of the subject matter expert(s) provider and NIT Rourkela.

2. The second party will pay an amount of Rs. _____ to the first party for obtaining legal right of copyright of the material mentioned above for maintaining, distributing, popularizing and marketing in the form (i) print media, (ii) multimedia and (iii) internet. The second party agrees to deal in the mode mentioned above and not in any other mode.
3. The second party is permitted to modify the contents of the supplied materials either through the subject matter expert or a third party on payment basis.
4. The subject matter expert and NIT Rourkela have the moral right to be recognized as the creator.
5. The subject matter experts undertake that utmost care has been taken to avoid any copyright infringement while developing the educational material except the amount permissible as governed by fair use.

This agreement is signed on _____ between:

NIT, Rourkela

Organization:

(Name of signatory)

(Name of signatory)

Designation : Dean(SRICCE)

Designation

Address : National Institute of Technology
Rourkela - 769008

Address

