

**INTELLECTUAL PROPERTY RIGHT(IPR)  
POLICY 2023**



**INDIAN INSTITUTE OF INFORMATION  
TECHNOLOGY SENAPATI, MANIPUR**

(An Institute of National Importance by Act of  
Parliament, Govt. of India)

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## Section 1

### INTRODUCTION

#### 1.1 STATED PURPOSE AND MOTIVATION

Indian Institute of Information Technology Senapati, Manipur (hereafter referred to as 'IIITM') is an academic institute of national importance dedicated to excellence in teaching and research. Since the institute is engaged in knowledge related activities, it has become necessary to develop an organizational culture and strength in creating, assessing and acquiring appropriate intellectual properties inconsonance with the requirements of World Trade Organizational regime. The cost of not positioning an appropriate and well-developed institutional policy framework for Intellectual Property Right could be high in the long run. Hence, IIIT Senapati has embarked upon a step to state the institutional IPR policy with approval of competent authorities.

#### 1.2 STATED AIMS OF THE IPR POLICY DOCUMENT

The stated policy aims to facilitate a) protection of the right of the Inventor(s) of IIITM i.e., faculty/students /project staff/ supporting staff /visitors of IIITM, b) create a framework for acquiring Intellectual property rights for the organization, c) convey the right to the organization to assess the value of the property, acquire and own the IPR as the institution deems fit, d) state clearly the credit a benefit sharing mechanism between and among the inventor(s) and the institution and e) steps planned for protection on any novel work for protection (through fencing) or profit generation that may be seen fit by the organization as the investor into research.

The content of this document relates to an Intellectual Property Rights (IPR) policy with the objective that:

- (a) It enables IIITM to discharge its primary responsibility of fostering, stimulating, and encouraging creative activities in the area of science and technology in the widest sense.
- (b) It lays down the norms to protect the legitimate interest of faculty/students/ project staff/ supporting staff /visitors of IIITM and the society in a rational manner consistent with the 'commitment' of IIITM and 'role' assigned to it by the society.
- (c) It provides a transparent administrative system for the ownership, control and transfer of the intellectual property created and owned by the Institute.
- (d) It shares a global perception of practices related to intellectual property retaining national identity and local constraints, avoiding as far as possible 'conflict' of opposing interests.
- (e) The policy aims also to document and capture traditional knowledge derived Intellectual Property while promoting its fair use while recognizing local traditional knowledge stakeholders and benefit sharing and





(f) It states the roles and responsibilities of the inventors and the institution and credit as well as benefit sharing principles that may be reviewed and revised for being consistent with national policies and rules from time to time.

## 1.2 TYPES OF INTELLECTUAL PROPERTIES

These intellectual properties can be illustratively defined as:

a). **Patent**- is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something or offers a new technical solution to a problem.

b). **Copyright**- is an exclusive right given to the author of the original literary, architectural, dramatic, musical, and artistic works, cinematograph films, sound recordings and developer or designer of the software products.

c). **Trade/Service mark**- means a mark capable of being represented graphically and which can distinguish the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colours.

d). **Industrial Design**- means only the features of shape, configuration, pattern, ornament or composition of lines or colours applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical, chemical, electrical or electronic (including semiconductor and IC Layout Designs), separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.

## 1.3 DEFINITIONS

a). *First Party* – Indian Institute of Information Technology Senapati, Manipur (IIITM).

b). *Second Party*- Faculty, Supporting staff, Project staff and Students of IIITM.

• **Faculty** means a person professionally qualified to carry out teaching and research at IIITM as a full-time employee, Emeritus fellow, or Visiting professor appointed by IIITM. (Note this definition of faculty is meant only for the purposes of this document and is not intended to replace the definition of faculty in the statutes or other documents of IIITs or IIIT Manipur.)

• **Supporting Staff** means a person employed full-time or part-time by IIITM to support the research, development, teaching, and other supporting activities (including administrative activities) of IIITM.

• **Project staff** means a person employed temporarily on a contract under a research project, consultancy or any other activity carried out by IIITM.



•*Student* means a person who has registered or enrolled as a full-time student, part-time student, casual student, or exchange student from other universities/colleges

c).*Third Party*- Any governmental or non-governmental organization with whom the First or the Second Party interacts for any activity with/without exchange of consideration in cash or kind.

d).*Activity*- Activities related to teaching, research, consultancy, generation, and dissemination of information carried out by a person or an Institution independently, or collaboratively.

e).*Inventor(s)* – A person or a group of persons responsible for creating an IP. In case, creation of IP is associated with more than one inventor, one of them, from IIITM, would function as a Lead Inventor.

f).*Visiting staff* person either from India or abroad visiting under a collaborative activity or associated work at IIITM. It is expected that the visit has been approved by competent authority of IIITM.

g).*Work for hire*- The work (or a product) originated from IIITM and is meant for the specific purpose of IIITM and produced by (a) an author during his/her employment at IIITM or (b) non-employee under contracted work by IIITM.

h).*Work Commissioned/Outsourced* - Work commissioned by IIITM to a creator or group of creators either employed by IIITM or invited from outside IIITM with or without any consideration in cash or kind. Typical examples of IIITM commissioned works are: a. Design work, b. Artistic Work, c. Engineering/Architectural Models, d. Computer Software e. Reports based on surveys and analysis, f. Video works.

i).*Associated Agreement* – Document created with mutual consent of involved parties defining the rights, roles and responsibilities of each of the parties, for example, Memorandum of Understanding (MoU), Memorandum of Association (MoA), Research Agreement, Consultancy Agreement, Non-Disclosure Agreement (NDA), etc.

j).*Non-Disclosure Agreement (NDA)/Confidentiality Agreement* -The agreement intends to protect proprietary or confidential information among the parties involved in executing a NDA.

k).*Business Partner*- The unit is a part of the industry interface of IIITM to promote partnership with new technology entrepreneurs and start-up companies at IIITM.

l).*Semiconductor and IC Layout Designs* - means a layout of semiconductor devices, transistors, and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.

#### **1.4 ADMINISTRATION OF IPR POLICY**

The powers and responsibilities to amend and implement IPR Policy by various entities are described below:





#### **1.4.1 POWERS TO AMEND IPR POLICY**

IIITM, through its Board of Governors (referred to as BOG), will have the full power to bring out a IPR policy and make amendments as and when it is felt necessary. This can happen in view of changes in government policies or other national and international developments including treaties and legal judgements. The BoG approved policy along with its amendments and changes shall be applicable to all faculty/students/project staff/ supporting staff /visiting staff.

#### **1.4.2 POWER TO DESIGN, DEVELOP AND AMEND PROCEDURES FOR IMPLEMENTATION OF IPR POLICY**

BoG of IIITM, Senapati will authorise and empower the Director, IIITM and delegate all powers for designing, developing and amending a matching administrative mechanism that delivers the stated objectives of the IPR policy efficiently and transparently while accommodating the changing needs of the time. Director IIITM as the chief executive of the institute will be empowered through appropriate instruments by BoG for creating administrative bodies and entrusting role and responsibilities to various individual(s)/existing entities for evolving detailed procedures and to facilitate implementation of the IPR policy of IIITM.

#### **1.4.3 APPEAL PROCEDURE**

In case of any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy, any aggrieved person can appeal to the administrative body formed specifically for the purpose to resolve the issue. In case the appellant is not satisfied with the decision of such a body, he/she can appeal to the Director of IIITM, whose decision shall be final. Director, IIITM shall be appellate authority

#### **1.4.4 IP INFRINGEMENT**

In case of violation/infringement of any intellectual property rights such as patent infringement by the IIITM faculty /students/project staff/ supporting staff/visitors or any third party infringing upon the IPR of an IIITM inventor, Director, IIITM would create an appropriate administrative body, which would first investigate the matter and make recommendations to the Director for resolution of such violation/infringement. In case of any third party infringing upon IPR of IIITM, the above administrative body would investigate and make recommendations to the Director including need for any legal course of action.



## Section 2

### OWNERSHIP OF INTELLECTUAL PROPERTY

#### 2.1 TYPES OF ACTIVITIES LEADING TO GENERATION OF IP

IIITM is engaged in different types of Research and Development (R&D) activities including the following, which may generate intellectual property(ies):

- a).Research taken up by a faculty/student/project staff/supporting staff /visitor in the normal course of his/her appointment/engagement at IIITM with funds coming from IIITM (this would include research projects undertaken by students under the supervision of the faculty member);
- b).Research taken up by a faculty/student/project staff/supporting staff/visitor from funds coming from a Grant in Aid projects from agencies such as Government of India, state governments or sponsoring agencies including international bodies, or foreign governments, etc.; and private players
- c).Collaborative research undertaken with other institutions including government departments and agencies, PSUs and private companies located in India;
- d).International collaborative research with institutions and companies located outside India;
- e).Research supported by companies and other private organizations through research projects or consultancy assignments and contract research; and
- f).Any combination(s) of the above.

Ownership of IP in the above-mentioned situations may not be necessarily defined/ specified in identical manners. The ownership definitions for different types of IP and other relevant aspects are described in Section 2.2.

#### 2.2 OWNERSHIP OF INTELLECTUAL PROPERTY (IP)

##### 2.2.1 Patent, Copyright on Software, Industrial design, and IC layout design

**(A).Intellectual property is owned wholly or exclusively by IIITM if:**

A general principle is that all research carried out with the funds from the Government of India and public funds, the ownership of IPR would rest with IIITM. In case a sponsoring agency met all the costs of development as well as intellectual fee charged by the institute in manners mutually agreed upon earlier, IITM would be prepared for negotiation with the sponsoring agency for either sharing the ownership or agreeing to forego its claim of legal ownership based on terms and conditions specific to the third party with the approval of the BoG.





a.It has been developed either solely with the use of funds / facilities provided by IIITM or with a mix of funds/facilities of IIITM and external agencies but without any formal associated agreement in specific manners on ownership of IPR

b.It has been developed with the use of external funds / facilities, including, that of sponsored research and consultancy projects without any pre-concluded and specific agreements on IPR ownership.

c.It has been developed under any contract arrangement including "work for hire", work commissioned and/or outsourced by IIITM.

d.It has been developed pursuant to a written agreement where ownership has been transferred to IIITM. Examples are work assigned to programmers, writers of IIITM publications, etc.

e.It is not assignable to an individual or a specific group of identifiable contributors, i.e. software or technology or process developed over a period of time with contribution from different individuals of / for IIITM.

**(B).Intellectual property can be owned by Third party(ies) only if:**

It has been developed with external funding from Third party(ies) including sponsored research, consultancy projects and other collaborative activity(ies) with a formal associated agreement covering all relevant clauses on credit sharing and royalty payment and provisions for dealing with non-use of patents by the third parties within some agreed time frame.

For sharing of IP in case of sponsored research and consultancy projects or any other collaborative activity, the following guidelines shall be followed:

(i) If the funding agency allows IIITM to exclusively own the IP, then IIITM may share its credits/revenues with other Third party(ies) in equitable basis.

(ii) In case of funds provided by an agency of Government of India, the ownership shall be decided in compliance with the ownership clauses defined by the funding agency at the time of approval of the activity(ies).

(iii) In case of funds provided by a non-government agency - the ownership may be shared between IIITM and funding agency. The sharing may take into consideration relative contributions of parties involved as well as any background IP with respective parties. Waiver of joint ownership can be considered by IIITM on recommendation(s) of the involved Inventor(s) or Lead Inventor based on the adequacy of compensation provided to IIITM. In case joint ownership is involved for any IPR, suitable arrangements for licensing through negotiations by one of the owners with other contributors signing power of attorney in favour of the negotiator could be considered based on specific requests from the co-owners



(iv) For a multi-country/multi-institutional collaborative project, there must be an explicit agreement among the parties defining the ownership of the generated IP, IIITM would be open for signing power of attorneys to collaborative organisations to enable legal transactions.

**(C).The Intellectual property can be owned by the Inventor(s) if:**

None of the situations defined above for IIITM or Third-party ownership applies, and the IP is unrelated to the inventor's engagement with IIITM. For faculty and staff, the engagement implies responsibilities associated with employment. It is also expected that the person concerned would have pursued these activities outside of the employment responsibilities. In such cases, it is expected of the staff to disclose to IIITM their work prior to joining IITM on which the institute would make no claims or own legal responsibilities.

**2.2.2 Copyright other than Software**

**(A).The copyright owned by the author(s):** The copyrights is owned by the authors for textbooks, research books, articles, monographs, teaching- learning resource materials and other scholarly publications unless restricted by an associated agreement. These may also include popular novels, poems, musical composition, other works of artistic imagination, etc. It is advisable to keep the IIITM informed about such creations. Revenue generated, if any, from such activities must be reported to IIITM as per the prevailing rules of income from other professional activities/sources.

**(B).The copyright owned by IIITM:** The copyright is owned by IIITM if the work is created/developed under any form any contract as described under Clause A of Section 2.2.1.

**(C).The copyright re-assignable to Authors:** Copyright works that are normally assignable to IIITM may be reassigned to the author on request of the author provided it does not violate any agreement with Third party and does not intervene/harm the interests of IIITM.

**(D).Copyright owned by the student**

(i) Copyrights of thesis, dissertations, term papers, laboratory records, and of other documents that are produced by a student during the course of his/her study will reside with the student unless restricted by an associated agreement and/or research carried out using facilities that have come to IIITM with pre-imposed IP protection restrictions.

(ii) For claiming ownership of copyright for thesis and dissertations, the student(s) has/have to declare that the thesis does not include any information that needs IP protection by IIITM.





(iii) Further, any IP generated (other than copyright) out of the work carried out by the student would be covered as per Clause (A) and Clause (B) of Section 2.2.1.

(iv) If any such work could not be protected before submission of the thesis, concerned inventors should take steps to protect the IP within a period of one year of submission of thesis. IIITM would have a mechanism in place for processing such thesis in order to protect the confidential information during this period.

### **2.2.3 TRADE AND SERVICE MARKS**

Trade and service marks related to goods and services involving IIITM will be owned by IIITM. Use of IIITM's name through trademark makes users obligated to certain standards and accountability.

### **2.2.4 PROTECTION OF BIODIVERSITY AND TRADITIONAL KNOWLEDGE**

IIITM affirms that it abides with the national laws on biodiversity and traditional knowledge. Inventor(s) has/have to ensure that the provisions under the national laws on biodiversity and traditional knowledge are not violated during the course of securing any IP protection or use of such knowledge.

### **2.2.5 WAIVER OF IP RIGHTS BY IIITM**

Subject to any associated agreement and with appropriate approval from the sponsor, IIITM may waive its rights to specified intellectual property in favour of the inventor to enable the inventor to seek funding or other support for the purpose of commercialization, or the Institute assessment doesn't favour IP protection. Such waiver of ownership in favour of the inventor(s) can be considered-

(a) if it is established that such empowerment of the inventor would be essential to enable dissemination of benefits of the invention to the society and negotiating with the user for fee, royalty etc., or

(b) if IIITM decides not to pursue the protection of IP within a period of six months of complete disclosure by the inventor to IIITM. The decision to pursue or not to pursue should be communicated to the inventor within a period of three months of complete disclosure by the inventor to IIITM.

In all cases, unless explicitly agreed to, IIITM shall normally retain a perpetual, royalty-free license to own, trade, assign the intellectual property and any corresponding IP for research and educational purposes with sharing of financial benefits with the inventor in approved ratios and mechanisms





### **2.2.6 TRADE-SECRETS AND KNOW-HOW INFORMATION**

Trade secrets and know-how fall outside the scope of protection under current IP regime of India. It is important for the owner of such secrets and know-how to maintain confidentiality through confidentiality or non-disclosure agreements (NDA) with the other parties. In order to protect the information exchanged or being exchanged with Third party(ies) associated with an activity, Lead inventor/faculty is encouraged to sign separate NDA with third party(ies), associated faculty members, students, supporting staff, project staff and visitors. Such confidential information should not be incorporated in a student's thesis without the written permission of the owner of the information. Trade secrets and know-how information should be exchanged with Third party(ies) in writing through a disclosure notice in order to keep a record of time and extent of disclosure. Such NDA should have a reasonable time limit from the date of disclosure of the information by the two parties so as not to hamper dissemination and propagation of scientific information to society.

Work carried out or information generated under an activity at IIITM will not be generally considered proprietary. Non-publication/non-disclosure of information will only imply that the results have not yet reached a stage that merit disclosure or are awaiting IPR protection.

Considerable amount of IP generated at IIITM results from student's work/thesis and intended for research publication. In view of this, it is important that NDA with Third party(ies) should include clause that specifies time limit for assessment of IP created and filing of IP under an activity.

At any time, several faculty members, students, supporting staff and project staff may be working on different aspects of the same research area. NDA or any other agreement of collaboration must protect research and development interests and activities of IIITM by person(s) unrelated to the agreement and avoid any restrictive clause in this regard even for a limited period.

### **2.2.7 COPYRIGHTS OWNED BY THIRD PARTIES**

#### **(a) Software**

IIITM expects that its faculty/students/project staff/ supporting staff/visitors to understand the obligations made to the Third party related to software and databases. It is possible that IIITM faculty/students/staff/project staff/visitors are engaged in developing software or other IP using software, which are not in the public domain and are proprietary to certain suppliers. It is usual for IIITM to procure such software for education and research purposes. Many such licenses may have restriction on IP creation and /or its commercial use. It is important that, if there are any restrictions in the software employed for such IP creation, the same are settled with the owner / supplier of the software, before initiating IP protection. Software of general use shall be procured with valid license.



**(b) Other copyrighted material**

IIITM and its faculty, students, supporting staff, project staff and visitors

- (i) will abide by the protection offered by Indian copyright law to all copyrighted material,
- (ii) would use copyrighted materials for only personal use, teaching and research purposes as permitted by Indian law, and
- (iii) would not use copyrighted material in their thesis, publications, reports, and other professional documents without taking explicit prior permission of the copyright holder.

### **Section 3**

#### **TRANSFER AND USE OF IP**

##### **3.1 INTRODUCTION**

IIITM recognizes that translation of created IP to products and services of benefit to society is a complex process that normally involves considerable risk taking and expenses. The IIITM policy on transfer and use of IP proposed here takes into account the above fact. Further, commercialization provides incentive to the inventor(s) and provides 'technology push' to the invention and couples it to the 'market pull'. Commercialization of IP is generally carried out via licensing or assignment. A licensing agreement is a partnership between an intellectual property rights owner (licensor) and another who is authorized to use such rights (licensee) in exchange for an agreed payment (fee or royalty) whereas assignment of IP involves transfer of ownership irrevocably and permanently to the assignee by the assignor. Also, proprietary know-how generated by IIITM is a known form of IP, and its transfer and use are covered by this policy.

##### **3.2 MATERIAL TRANSFER AGREEMENT (MTA)**

In case NDA does not cover material transfer clause, an appropriate MTA shall be signed between the donor and the recipient of the material regarding the use of the subject material.

##### **3.3 POLICY FOR IP LICENSING AND ASSIGNMENT**

Licensing intellectual property to a third party is the most common modality for technology transfer leading towards commercialization. There are various modes of licensing strategy including the following:

•*Exclusive licensing*: The licensor licenses the IP only to one licensee. In other words the licensee is the only one authorized by the licensor to use and exploit the IP. Even the licensor is excluded from using and exploiting the IP. For availing exclusive





licensing, the licensee may need to a) cover all the costs of Research, b) licensing fee and c) royalty clauses on agreed terms. The exclusive right would also be for a period of time and it would lapse if the licensee failed to meet either the agreement clauses or commercialise the property.

- *Sole licensing*: In this case also, the licensor licenses to only one licensee. However, under this licensing, the licensor can also use and exploit the IP.

- *Exclusive licensing for three years*: IPR could be licensed under exclusive licensing for a period of say three years if the IPR had been generated under sponsored or contract research category with all the costs of R&D and intellectual fee components are met. Such IPR could be licensed to other parties with mutual consent of the licensee and licensor after three years. However the financial benefits accruing from the second and subsequent sales should be shared based on terms mutually agreed upon in the agreement signed at the time of the commencement of sponsored or contract research.

- *Non-exclusive licensing*: In this type of licensing, the licensor is permitted to enter into agreements with more than one entity for use and exploitation of the IP. In other words, the same IP may be used by many licensees at the same time for the same purpose or for different purposes. IPRs acquired through research and development based on public funds are by regulation to be licensed on non-exclusive basis

- *Sub-licensing*: Sub-licensing is applicable when a licensee wishes to further license the IP to another party(ies).

Given the breadth of research and development taking place at IIITM and diversity of the IP so created, each license agreement is somewhat unique to the technology being transferred. The following guidelines are applicable to license agreement with a Third party:

- i) generally, no entity shall be granted exclusive right for the development/commercialization of intellectual property owned by IIITM.
- ii) if an entity is granted exclusive rights with respect to a particular IP, the same should be for a limited period to obviate the possibility of misuse/no-use.
- iii) sub-licensing must be specified whether it is permitted or not, and even if permitted, whether the consent of the licensor is required or not should be clearly stated in the license agreement.
- iv) IIITM and its inventors should be protected and indemnified from all liability arising from development and commercialization of a particular intellectual property.
- v) wherever applicable, it should be ensured that the licensing process does not restrict the research/publication rights as well as incorporation of necessary material in the thesis of the associated student inventor(s).





vi) will not place restriction(s) beyond the inventor(s) on IIITM from entering research and development in the same area independently or with other organization(s).

The license agreement may contain such other provisions as may be determined by IIITM in the best interest of the society.

Assignment of IP by IIITM to another party may be carried out under the circumstances such as conditions by the government or its agencies, defence purposes or if the IP created distinctly accrues benefits to the society at large.

#### **3.4 POLICY FOR IP LICENSING AND ASSIGNING FOR START-UP VENTURES WITH INVOLVEMENT OF INVENTOR(S) FROM IIITM**

In order to encourage commercialization of IP registered and owned by IIITM, inventor(s) of such IPs shall be encouraged to promote a start-up company (following the guidelines established by IIITM) for developing a business proposition leveraging the IP under consideration. For this purpose, the start-up can also be accommodated at the Technology Business Incubator Unit (TBI U) / Innovation Park at IIITM, if so desired by the Inventor(s), after critical appraisal of the Business Plan as per applicable procedures of IIITM.

The start-ups in the specified instances shall be licensed IPs owned by IIITM on a limited exclusivity basis initially for a period of 3 years. The licensing fee may be decided depending on the nature of funding available for such a venture including the possibility of making the know-how/technology available even without any license fee. However, all such licensing should be accompanied by an appropriate agreement and a monitoring mechanism. A limited exclusivity period could be agreed upon for proving first mover advantages for a startup but the start-up shall have 'no rights to sub-license' to any Third party at any time

Once the start-up venture establishes the commercial viability within the limited exclusivity period, the license agreement shall be re-visited and modified into exclusive over an extended period with a royalty consideration, the quantum of which shall be determined by IIITM.

In case the start-up fails to achieve commercial breakthrough within the allotted period, the exclusivity of the license to the start-up shall be forfeited.

Further, as any entity set-up under the TBIU is an independent commercial entity, IIITM would not have any rights to IP/Know-how developed within the entity unless covered by an explicit agreement.

#### **3.5 SHARING OF REVENUE BETWEEN IIITM AND INVENTOR(S)**

The sub-section refers to revenue generated from monetization of IP. Protection of IP among other things is meant to provide incentive to all those associated with IIITM



with a potential for pursuing research leading to marketable product or processes and as a consequence generate revenue for IIITM. Therefore, it is the policy of IIITM to share the revenue from monetization of IP among stakeholders. These stakeholders besides IIITM will include inventors, associated academic entities of IIITM and the administrative entities engaged in IP management and commercialization.

IIITM reserves the right to determine the share of the different stakeholders involved in IP creation and dissemination from time to time. Revenue share of the inventor(s) shall continue even after their association with IIITM ends. The administering entity would evolve procedure to enable this sharing.

A revenue sharing ratio is given in ANNEXURE II.

### **3.6 POLICY RELATED TO THE USE OF NAME OF IIITM AND TRADEMARKS OWNED BY IIITM BY THIRD PARTIES**

IIITM would allow the use of its name and trademarks owned by it to the Third party(ies) to whom IP has been licensed/assigned through a signed agreement on following conditions:

- (a) IP is intended to be used for the benefit of society.
- (b) IP is licensed/assigned with an undertaking from the licensee/assignee that IP will be used-
  - (i) in a responsible manner to create a product/process conforming to environmental safety, and good manufacturing practices promoted by the Government of India and its regulatory bodies.
  - (ii) in promoting truthful claims and information, i.e. not for misleading the society or users.
  - (iii) without any liability to IIITM in case of misuse of IP or accidental damage accruing due to use of IP.
- (c) In no case IP will be used against the interest of India.

In all such cases, the licensee/assignee must take prior approval of IIITM about the manner in which the name of IIITM and its trademarks are to be used in any media including print and electronic media.

- (d) The licensee would indemnify IIITM against legal liabilities, if any, during the course of use of the IP unless it is against the validity of IPR itself

### **3.7 NONCOMPLIANCE AND CONFLICT OF INTEREST**

All inventors are responsible for compliance with government rules and IIITM's policies and ordinances related to development and use of IP generated. In all activities arising out of implementation of IPR policy of the Institute, all faculty members/inventors are expected to avoid potential and mutual conflicts of interest.





### **3.8 LEGAL JURISDICTION**

As a policy, all agreements signed by the Institute and dispute(s) arising there from, will be subject to the legal jurisdiction of the Manipur High Court at Imphal only and shall be governed by the appropriate laws of India.

## **Section 4**

### **PATENT FILING AND FEES**

#### **4.1 EVALUATION OF IP**

IIITM will coordinate the activities of evaluating, protecting, licensing, and managing the IP generated by IIITM. Further it shall provide guidance to all IIITM personnel and facilitate protection and deployment of intellectual property issues of ownership, confidentiality, suitable advice from experts, disclosure, patentability, and transfer.

An invention will be patented only if it has commercial value and viability for production and marketing. A committee consisting of the Director, IPR Standing Committee, and other expert member(s) to the extent required shall decide the commercial value and related aspects on case-by-case basis. The committee shall also act to the best of its knowledge to avoid scientific misconduct in research and developmental activities IIITM.

#### **4.2 PUBLICATIONS BASED ON IP**

For patentable IP, it is essential that the patent protection is filed for before the publication or disclosure of it in any other form of public domain. However, Faculty Members, Research Scholars, and Students can disseminate their creative work through publication for which they generally have freedom, subject to the provisions of Indian Patent Act 1970 .

#### **4.3 PATENT FILING PROCESS**

Provisional patent application that may arise out of Projects/Research activities of IIITM may be directly applied for by the inventor(s) after obtaining formal permission from IIITM. If the Institute owns the IP, then the patent expenses incurred by the creator for provisional patent protection will be reimbursed to the inventor(s) by the institute. Soon after completing the complete specification protection, IIITM shall decide on the protection of invention in foreign countries. If IIITM opts not to undertake such protection in any country requested by the inventor(s), IIITM shall assign rights of the IP in that country to the inventor(s).

#### **4.4 MAINTENANCE OF PATENTS**

For the inventions developed at IIITM and the inventors who wish to protect the invention, it is mandatory that the creator(s) has to disclose the creative work to the institute. The inventors shall assign the rights of the disclosed invention to IIITM. All IP





related Information that is disclosed to IIITM is confidential. Confidentiality shall be maintained till the dates stipulated in the contract between the concerned parties. Once the IPR is ensured, the inventor/creator is encouraged to publish the work in the interest of general public.

#### **4.5 PATENT FEES**

IIITM will pay the patent fees in all cases when patent is owned by the institute. In case the ownership of IPR rest with third party, all financial and legal liabilities will rest with them, however such third party owned IPs will be covered by separate agreement between the IIITM and third party with respect to credits for inventions, royalty payment and any other mutually agreed clauses. In case of IPs generated under sponsored projects if the sponsoring agency does not evince interest IIITM may take independent decision and meet entire cost at its own discretion. Maintenance of IPR acquired will be generally for a period of five years.

### **ANNEXURE I**

#### **IPR ADMINISTRATIVE MECHANISM AT IIITM**

For the facilitation of IPR policy, IIITM can entrust the role and responsibilities to various individuals and entities. This Annexure describes suggested administration mechanisms for some of the key activities.

##### **AI.1 IPR STANDING COMMITTEE (IPR SC) AND ITS ROLE**

The IPR Standing Committee will be the core administrating body, which will be responsible for evolving detailed procedures to facilitate implementation of the IPR policy of IIITM. IPR SC would also arbitrate on appeals made and any clarifications sought. The IPR SC can have several functioning members approved by the BoG.

*IPR SC suggested role would include the following:*

- (a) To create expert groups in different subject domains for assessing and recommending proposals for IP filing. (Note: this assessment step can be skipped in case the costs of filing are borne by an external funding source including sponsored project or consultancy.)
- (b) Create and finalize procedures, forms (and guidelines) for implementation of the IPR policy at IIITM.
- (c) Evolve proper procedures and guidelines for good practices for record keeping to enable efficient IP filing and protection.
- (d) Create and finalize draft agreements to facilitate IP protection by IIITM.



- (e) Appoint a panel of attorneys to facilitate filing of IPs by both the Institute appointed body as well by individual faculty/staff using their project or other funding.
- (f) Provide guidelines for IPR related documentation including creating infrastructure for the same.
- (g) Formulate programs for educating faculty/students/supporting staff/project staff/visitors about IPR and other associated issues.
- (h) Approach funding agencies, venture capitalists or any other organizations for funds for promotion of IPR activities at IIITM.
- (i) Tie-up with organizations for filing, licensing/assigning of IPR on revenue sharing basis.
- (j) To provide waivers and release of IPR to Inventor(s) and/or Third party(ies) within the framework of IPR policy of IIITM.
- (k) To evolve modalities of financing of IP related activities at IIITM.
- (l) Redress any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy.
- (m) Investigate the matter of violation/infringement of any intellectual property rights related to IIITM and make recommendations to the Director for resolution of such violation/infringement.
- (n) Deal with any relevant issues arising out of promotion as well as implementation of IPR policy.

IPR SC may appoint committee(s) or expert group(s) with members from within and/or outside IIITM to seek their opinion in carrying out any of the above responsibilities.

#### **AI.2 IPR FUND**

IIITM shall examine to institute an 'IPR Fund' by accumulating part of the revenue generated from licensing/assigning and other resources to support IPR activities of IIITM. IIITM would also invest corpus amount every year to encourage filing and registering of IPR(s). The IPR fund will be managed by IPR SC of IIITM.

### **ANNEXURE II**

#### **NORMS FOR REVENUE SHARING**

The income generated by licensing/assigning of IPR or on receipt of royalties associated with technology transfer / specific innovation programs shall be divided as follows:

*[Handwritten signatures and dates]*  
10/2/23  
10/2/23  
10/2/23  
10/2/23





# Indian Institute of Information Technology Senapati, Manipur

Form: IPR/03

## CONFIDENTIALITY AGREEMENT

The agreement is entered on \_\_\_\_\_ between  
d m y

(a) Indian Institute of Information Technology Senapati, Manipur (herein after referred as IIITM)

and

(b) Organisation: \_\_\_\_\_  
(herein after referred \_\_\_\_\_) to the following effect.

- Whereas IIITM has certain technical information related to the area of \_\_\_\_\_ (herein after referred as Confidential Document) and

- Whereas \_\_\_\_\_ is interested in examining the Confidential Document.

- Now, therefore, the parties IIITM and \_\_\_\_\_ agree to the following:

(a) IIITM shall disclose to \_\_\_\_\_ to confidential document containing details generally adequate for \_\_\_\_\_ to evaluate the document for the purpose of further negotiation on the possibility of entering a formal agreement and, if necessary, acquiring rights to use the confidential information irrespective of its status on patentability or other intellectual property rights.

(b) \_\_\_\_\_ agrees to accept the disclosure of the Confidential Document and ensure secrecy and confidentiality of the above the same way as the organisation's own confidential documents are treated. The content of the document will be disclosed only to the relevant person with an obligation not to transfer the information to others.

(c) It is further implied that \_\_\_\_\_ will not exploit the confidential document unless formal terms and agreement are agreed upon to acquire such rights.

(d) The obligations outlined in (a) and (b) will not be applicable for those parts where

(i) the contents are known to be in public domain or available prior to the date of disclosure.



- (ii) the contents are demonstrated to be in possession if \_\_\_\_\_ or its subsidiaries from other sources prior to the disclosure.
- (iii) The content appears in the public domain by publication or otherwise.
- (e) The obligation of confidentiality on the part of \_\_\_\_\_ will be in force for \_\_\_\_\_ unless the period is extended subsequently.
- (f) It is also implied that the disclosure does not grant the right to exploit the content or to use the patent or other intellectual property right.

Name _____	Name _____
(Authorised representative)	(Authorised representative)
Signature _____	Signature _____
Dated _____	Dated _____
d      m      y	d      m      y

IIIT Senapati, Manipur

\_\_\_\_\_  
(Name of receiving Institute)

Seal

Seal



# Indian Institute of Information Technology Senapati, Manipur

Form: IPR/04

## NON-DISCLOSURE AGREEMENT

This agreement is between Indian Institute of Information Technology Senapati, Manipur, the provider organization, herein after referred to as IIITM, the researcher(s) at IIITM, the provider scientist(s), the party of the first part, and the organization:

\_\_\_\_\_ the party of the second part.

1. Whereas the provider scientist(s) and/or IIITM, the first part, are owners of the invention called \_\_\_\_\_ (description) and / or owners of certain technical data / process technology / other information, herein after referred to as proprietary information, developed through their own efforts.
2. Whereas the organization \_\_\_\_\_ (name) is the owner of certain technical data / information / technology, herein after referred to as proprietary information, developed if any, through its own business and R & D efforts.
3. Whereas the invention and / or the proprietary information of the provider scientist(s), IIITM and \_\_\_\_\_ (organization) is not public knowledge, is proprietary and confidential and will be disclosed to one another under the terms of this agreement.
4. Whereas 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 to confidentiality clauses as follows:

I

All invention / proprietary information as used in this Agreement provided by one party to another is proprietary and confidential in connection with evaluation of invention and / or proprietary information for collaborative R & D and / or licensing work and which:

- (a) Are disclosed in writing clearly marked confidential OR
- (b) Arise out of discussions during visits to laboratory / plants or any other facilities of either party, and are reduced to writing within 30 days of such discussion. The date and time of the visit and the personnel present during the visit should be recorded in writing by both the parties.



## **II**

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 for 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.

## **III**

The recipient of tangible products or materials constituting invention / technology from the other part agrees not to analyse or have a third party analyse such tangible products or materials.

## **IV**

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.

## **V**

The evaluation period during which information will be exchanged will be one year from the date of signing this Agreement unless extended by mutual consent of the parties in writing.

## **VI**

The foregoing obligations with respect to invention / proprietary received by any party who are signatories to this Agreement shall survive any termination of this agreement.

## **VII**

Nothing in this agreement shall be interpreted as placing any obligation of confidentiality and non-use on receiving party with respect to any invention / proprietary information covered under this agreement that:

- a. Was on record in the files of the recipient prior to signing of this agreement.
- b. Can be demonstrated to have been rightfully received from a third party after the signing of this agreement who did not acquire it, directly or indirectly, from the disclosing party under a continued obligation of confidentiality.
- c. Can be demonstrated to have been in the public domain during the term of this Agreement.

## **VIII**

Nothing herein shall be construed to grant any intellectual property right or license or title to any patent, know how, trade secret, trademark or trade name or any right of licence to make use of the proprietary information

other than as provided for hereinabove or any commitment to enter in to any such grant of intellectual property rights or license in future.

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 / half – yearly basis. Either party may also terminate this Agreement at its discretion immediately upon written notice to the other party provided, however, that the confidentiality clauses IV and VI shall survive subject to clause VII.

This agreement is signed on \_\_\_\_\_ between:

IIIT Senapati, Manipur

Organization

\_\_\_\_\_  
(Name of signatory: \_\_\_\_\_ )

\_\_\_\_\_  
(Name of signatory: \_\_\_\_\_ )

Designation:

Designation:

Address:

Address:





# Indian Institute of Information Technology Senapati, Manipur

## PROVISIONAL PATENT APPLICATION FORM

Form: IPR/02

(To be filled by Faculty/Research/Project Staff with information to IPR)

To,  
The Controller of Patents,  
The Patents Office

### The Patents Act, 1970 APPLICATION FOR PATENT

1. We, \_\_\_\_\_ and \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Nationality: \_\_\_\_\_  
hereby declare

2. (i) that we are in possession of an invention for:

\_\_\_\_\_

(ii) that we the said \_\_\_\_\_ and \_\_\_\_\_  
claim to be true inventors thereof;

(iii) that the provisional specification filled with this application is and any  
amended specification which may hereafter be filled in this behalf will  
be, true of the invention to which this application relates;

(iv) that we believe that we are entitled to a patent for the said invention  
having regard to the provisions of Patents Act, 1970;

(v) that to the best of our knowledge, information and belief, the facts  
and matters stated herein are correct and that there is no lawful  
ground of objection to the grant of Patent to us on this application.

We request that a patent may be granted to us for the said invention.

We request that all notices, requisitions and communications relating to this  
application may be sent to:

Dated:

Signature(s) \_\_\_\_\_  
\_\_\_\_\_



# Indian Institute of Information Technology Senapati, Manipur

## SPECIFICATIONS FOR PROVISIONAL PATENT

### Patents Act, 1970 PROVISIONAL SPECIFICATIONS

1. Title : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Inventors:

(i) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
(ii) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
(iii) Name: \_\_\_\_\_  
Address: \_\_\_\_\_

3. Abstract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature(s) \_\_\_\_\_ and \_\_\_\_\_





Form: IPR/01

## Indian Institute of Information Technology Senapati, Manipur

### INVENTION DISCLOSURE FORM

1. Title of the project / Invention  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Inventor(s) / collaborator(s) filling the patent
  - (a) Name \_\_\_\_\_ Designation \_\_\_\_\_  
Dept. \_\_\_\_\_ Office Address \_\_\_\_\_  
Office Phone \_\_\_\_\_ E-mail \_\_\_\_\_
  - (b) Name \_\_\_\_\_ Designation \_\_\_\_\_  
Dept. \_\_\_\_\_ Office Address \_\_\_\_\_  
Office Phone \_\_\_\_\_ E-mail \_\_\_\_\_
  - (c) Name \_\_\_\_\_ Designation \_\_\_\_\_  
Dept. \_\_\_\_\_ Office Address \_\_\_\_\_  
Office Phone \_\_\_\_\_ E-mail \_\_\_\_\_
3. Principal Investigator \_\_\_\_\_
4. Sponsor(s) / Source of funding of the project / consultancy - with or without prior contractual agreement \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Is the work bound by any agreement / contract / MOU?
6. Is the patent (to be filed) for a process or product?
7. General area of the patent
8. Description of the invention (not more than 100 words)
  - a. The problem for which solution was researched
  - b. The invention namely the solution to the problem
9. Origin of the idea / invention: by whom and when?
10. Any help received from others in conception of the idea?
11. Date of start of the project
12. Give literature search details

- a. Journals and other publications
- b. Patent databases
13. Has the work been displayed anywhere, if yes, when?
14. First record of initial Idea / invention (Oral/written/conceptualisation)
15. Has the work been reported / published / presented oral or poster anywhere (if yes, give full description)?
16. Have any related patents been filed by the inventor?
17. Information available in the published literature (prior art) about the problem tackled
18. Unique features about the work done with respect to prior art
  - a. Is the work a mere extension of commonly known knowledge?
  - b. Has the work filled a major gap in prior art? If yes, a brief description of this gap.
  - c. Any environmental issues?
  - d. What aspect of the invention needs protection?
19. Has the work been systematically and chronologically documented?
20. Commercial aspects of the invention/ technology developed
21. Any costing of the product / process / invention been done?
22. Any industries / companies interested in licensing the work
23. Is the work
  - a. Completed and results validated?
  - b. At a basic conceptualisation stage?
24. I agree to assign to Indian Institute of Information Technology Senapati, Manipur my rights in the invention  
 Inventor's Signature \_\_\_\_\_ Dated \_\_\_\_\_  
 Inventor's Signature \_\_\_\_\_ Dated \_\_\_\_\_  
 Inventor's Signature \_\_\_\_\_ Dated \_\_\_\_\_
25. Invention disclosed and evaluated by  
 \*Signature \_\_\_\_\_ Dated \_\_\_\_\_
26. Enclosure (signed) – Preliminary details of disclosure  
 \* PI, if PI is not an inventor.

Head of Department/Centre:

Signature

Date

Director, IIITM:

Signature

Date



(a) 60% (Sixty percent) of the revenue will go to the Inventor(s); the share of each inventor may be decided by the Lead Inventor.

(b) 40% (Forty per cent) would go to IIITM, out of which

- 20% (Twenty per cent) would go to IPR Cell/Section for carrying out IPR related activities.
- 20% (Twenty per cent) would go towards the promotion of research and development as a part of intellectual fee of the institution.

When the Institute reassigns the rights of the IP to its Inventor(s) for any country, the Inventor(s) shall reimburse the costs incurred by the Institute for the protection, maintenance and marketing and other associated costs from the cumulative earnings from successful commercialisation in that country.

Co-Inventor of IP shall sign at the time of disclosure, a Distribution of IP Earnings Agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The inventors may at any time by mutual consent revise the Distribution of IP Earnings Agreement. The creator's share will continue to be paid to the person or his/her nominee irrespective of whether the creator/inventor continues in the employment of the Institute or is deceased. The Institute will also honour any commitment to make payments to a member of the Institute staff as a creator/inventor who had left the employment of the Institute prior to the exploitation of IPR.

In case there is a third party (i.e. funding agency), the respective shares of the Institute and creators will be calculated on the net receipts after deducting the third party's share.

