

IntellectualProperty Rights(IPR)Policy

JIS College of Engineering, Kalyani, W.B

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INTELLECTUAL PROPERTY **INDIA**

PATENTS | DESIGNS | TRADE MARKS
GEOGRAPHICAL INDICATIONS

INTELLECTUAL PROPERTY POLICY OF JISCE

1. OBJECTIVES:

The current and stated Intellectual Property (IP) Policy of the JIS College of Engineering (JISCE) aims to facilitate the protection of intellectual property generated during scientific pursuit in the Institute and offers scope for wealth generation, alleviation of human sufferings and betterment of human life. JISCE urges all faculty, staff and students to document their IP, so that it could be protected and applied to the gain of the country, the institute and the concerned inventors. JISCE is keen to facilitate faculties and staff of JISCE in a proactive manner in the generation, protection and transaction of Intellectual Property which offer potential and scope for shared benefits to both institute and inventors. Through this policy, a system will be in place to bring order into the process of knowledge generation and commercial exploitation.

2. FOR WHOM IS THIS MEANT?

This policy covers all staff, faculty members, students and also persons engaged in sponsored schemes and projects/consultancy and any other initiatives of the Institute as well as visiting scientists/professors/personnel who participate in the research work being carried out at the Institute.

3. WHAT CONSTITUTES INTELLECTUAL PROPERTY?

Intellectual Property (IP) is an intangible knowledge product resulting from the intellectual output of the inventors, namely faculty, staff and students of the Institute. IP thus is an outcome of in-house or sponsored research, industrial consulting or other forms of collaborative R & D.

Any product of the human intellect which is unique, novel and unobvious and which qualifies for protection under relevant acts of the Government governing patent, copy right etc. and developed at JISCE belongs to the Institute. IP can be of the following forms: know-how, and other proprietary concepts, solutions, processes, including an invention, scientific or technological development, and even computer software, genetically engineered microorganisms and business models and other forms as the need arises.

The above forms of IP can be protected, under domestic and international patent office, if protection of IP is seen necessary both by the Inventor and the Institute. It can then be protected within the country or abroad. The office of the Intellectual Property Cell (IP Cell) deals with all activities relating to Intellectual Property of the Institute.

The product of the intellect can have potential for faculty entrepreneurship. Such activities will ensure that the intangible IP reaches a tangible form that can be marketed. When this is the case, the Guidelines for Faculty Entrepreneurship shall be followed. The office of Entrepreneurship Development Cell handles all activities related to entrepreneurship of any faculty.

4. OWNERSHIP:

IN-HOUSE RESEARCH:

All rights in respect of investigations carried out at the Institute shall vest in and be the absolute property of the Institute and inventor(s) except in respect of the activities carried out jointly with other institutions or agencies or under a sponsorship by an agency, in which case the ownership will be decided and agreed upon mutually.

SPONSORED RESEARCH:

Intellectual Property Rights (IPR) of inventions arising out of research projects undertaken on behalf of the sponsoring agencies shall be taken jointly in the name of the Institute and sponsoring agencies; when the sponsoring agencies bear the cost of filing and maintaining of the IPR or as agreed upon mutually. If the sponsoring agencies are not forthcoming, the Institute at its discretion may file the application with absolute ownership and Institute will meet the entire cost of filing and protection of IPR.

COLLABORATIVE RESEARCH:

All intellectual property jointly created, authored, discovered, invented, conceived or reduced to practice during the course of collaborative research undertaken jointly by Institute with Collaborating Institutions, shall be jointly owned; and the Collaborating Institutions will be requested to bear the cost of filing and maintenance of the IPR. In case the Collaborating Institutions are not forthcoming to bear fully the cost of filing and maintenance, if considered expedient by the Institute, the Institute will share the cost equitably with the Collaborating Institutions. Where the Collaborating Institutions are not forthcoming for filing joint IPR application, the Institute at its discretion may file the application with absolute ownership and Institute will meet the entire cost of filing and protection of IPR.

COPYRIGHT:

JISCE shall be the owner of work, including software created by JISCE personnel with significant use of JISCE resources.

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

JISCE shall be the owner of copyright on all teaching material developed by JISCE personnel as part of any of the academic programmes at JISCE. The authors shall have the right to use the non-funded technical material in his/her professional capacity. If the technical material is prepared by the author on behalf of a funding agency, then the copyright will be equally shared between the institute and the funding agency. As a traditional exception, JISCE shall not claim ownership of copyright on books and publications authored by JISCE personnel.

Any IP generated when an Inventor from the institute works in a university or company abroad/in India on EOL/sabbatical leave/earned leave, will be jointly owned by JISCE and the University/Company.

5. TECHNOLOGY TRANSFER

The Intellectual Property of the Institute held either in the name of JISCE or jointly with other Institutions/Industry will be marketed for commercial exploitation under agreements involving technology transfer, licensing and revenue sharing models.

The IP Cell shall identify potential licensee(s) for the IP to which JISCE has ownership. In case of joint ownership, the Organization/Industry which has sponsored the activity, will have the first right to commercially utilize and exploit Intellectual Products emanating from the collaboration activity, whether or not the same have been formally protected by patent(s). The licensing to commercially exploit would involve technology transfer fee and also royalty payment from the first date of such commercial exploitation for a period that will be as mutually agreed upon.

In the event of the other collaborating organization/industry not undertaking the commercial exploitation within a reasonable period of two years from the first date of development of the technology, JISCE reserves the right to transfer the said know-how to a Third Party for its commercial exploitation and use. In such instance, however, JISCE shall share the net proceeds from such commercial assignments, in equal measure with the collaborating organization/industry in the ratio as agreed upon in the Memorandum of Understanding of the specific project.

JISCE would endeavour to exploit the IP by commissioning a Technology Management Agency and thereby bring to a favourable light the IP produced by its Inventor(s). The Inventor(s) may seek JISCE to assign the rights to them after a certain holding period.

6. REVENUE SHARING

The revenue arising out of licensing of IP and royalty would be shared in the appropriate ratio (currently, this ratio is 60:40) between the inventor(s) and the Institute.

Where JISCE reassigns the right of the IP to its investor(s), the inventor(s) shall reimburse all the costs incurred by JISCE, which include protection, maintenance, marketing and other associated costs.

7. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY

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

JISCE shall also ensure that JISCE personnel have an indemnity clause built into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.

JISCE shall retain the right to engage in or desist from or not in any litigation concerning patent and license infringements.

8. CONFLICT OF INTEREST

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest.

If the inventor(s) and/or their immediate family have a stake in a licensee-company, then they are required to disclose the stake they and /or their immediate family have in the company, and license or an assignment of rights for a patent to the licensee - company in such circumstances, shall be subject to the approval of the IP Management Committee.

9. DISPUTE RESOLUTION

In case of any disputes between JISCE and the Inventor(s) regarding the implementation of the IP policy, the inventor(s) may appeal to the Principal of JISCE. Efforts shall be made to address the concerns of the inventor(s) by developing and instituting an arbitration mechanism and arrangement. The Principal's decision in this regard would be final and binding on both institute and inventor.

10. JURISDICTION

As a policy, all agreements to be signed by JISCE will have the jurisdiction of the courts in Kalyani and shall be governed by appropriate laws In India.