



# **SHRI VAISHNAV INSTITUTE OF MANAGEMENT & SCIENCE, INDORE**

**(Autonomous)**

Approved by AICTE, New Delhi and Affiliated to DAVV, Indore & RGPV, Bhopal, Madhya Pradesh, India

UGC-NAAC Accredited 'A' Grade Institute

ISO 9001:2015 Certified

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**IPR Policy**



## Preamble

Shri Vaishnav Institute of Management (SVIM), Indore, India, established in 1987, is run by a registered Educational Society "*Shri Vaishnav Shaikshanik Evam Parmarthik Nyas*", an Educational & Charitable Trust, Indore, Madhya Pradesh, India. The Institute is approved by All India Council of Technical Education (AICTE), New Delhi and affiliated to Devi Ahilya Vishwavidyalaya (DAVV), Indore and Rajiv Gandhi Pradyogiki Vishwavidyalaya, Bhopal. The Institute is accredited with Grade 'A' by UGC-NAAC (**National Assessment and Accreditation Council**) in two consecutive cycles and conferred with '**The Oldest Self Finance Institute of MP Award**' by CMAI, Asia. With a legacy of 35 years, the Institute has a successful academic journey and excellent track record in the fields of Management and Computer Science.

In the recent years, acknowledgment of the commercial value of intellectual property has grown within the academic community and in the society. Concerns identified with confidentiality, production and responsibility for property are presently ordinary. The pace of present day science, bringing about new and helpful innovations, started a requirement for a central policy in determining the course of the creation, protection, and commercialization of intellectual property in the Institute.

This Intellectual Property Policy applies to all the faculty members of the institute. Every member of the academic community, student, non-teaching and teaching staff, must be made aware of licensed innovation both to secure their own rights and to respect the rights of others. The strength of the Institute lies in its faculty, students and administrative staff. This policy is proposed to introduce, regulate, and organize issues related to intellectual property within the Institute. It additionally reaffirms the commitment of the Institute to scientific undertakings, academic excellence and the dissemination of knowledge. This policy is proposed to explain the responsibilities of the Institute and its employees and to establish a system for ethical.

## Objectives

- (i) To provide a framework to foster innovation and creativity in the areas of science, technology, design, and humanities by nurturing new ideas and research, in an ethical environment
- (ii) To encourage the exchange of learning and innovation to perspective users to promote usage of such resources for benefit of the society.



- (iii) To encourage students at all levels to create patentable technologies and to provide financial assistance from the Institute to the extent possible.
- (iv) To provide clear understanding of the rights and responsibilities of the faculty and student, research scholar to harness and protect the intellectual content of their research work.
- (v) To create awareness on IPR through directing workshops, gatherings, welcomed talks and addresses, and preparing programs among the academic community.
- (vi) To arrange funding for the speedy processing and filing of applications for patents, designs, trademarks, copyrights etc.
- (vii) To protect intellectual property (IP) rights generated by faculty, students, and staff of the institute, by translating their creative and innovative work into IP rights.

### **Definitions**

**i) Intellectual Property** means any innovation generated out of the intellectual effort of the creator. On account of copyrightable works, it must be settled in a substantial shape, and the maker or rights-holder is engaged by law to keep others from duplicating this frame.

#### *Intellectual property includes:*

- (a) Patents** on new and useful scientific or technical advancement by method for creations, disclosures, processes, PC equipment and programming, remarkable materials, machines, gadgets, instruments, device, circuits, plant assortments, semiconductors, etc.
  - (b) Copyright** is the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his/her creative work. Copyrightable material include books, journal articles, texts, glossaries, laboratory, manuals, syllabi, tests and proposals, study guides, bibliographies; Lectures, musical or dramatic compositions, unpublished scripts; Charts, live video and audio broadcast, Programmed instructional material. Research notes, research data reports and research notebooks.
  - (c) Trademarks** is a recognizable sign, design, or expression which identifies products or services of a particular source from those of others, although trademarks used to identify services are usually called service marks, logos,
- ii) Creators** include any employee of the Institute whether employed regular or contractual basis who are responsible for the creation of an intellectual property using the facilities of the Institute.
  - iii) Collaborative Activity** is the research undertaken by the personnel of the institute, in



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cooperation with industry and/or another researcher(s), who are not the personnel from the institute.

- iv) **Inventions** incorporates PC programming, general instructional materials, novel machines, gadgets, compositions of matter (compounds, mixtures, genetically engineered cells, plants or animals), hereditary structures, cover works, generation forms, generation strategies, plant assortments, and so forth. Creations will be considered as having been produced over the span of work where origination as well as advancement is in the person's branch of knowledge of central skill in academic exercises for which the individual is utilized.
- v) **Confidential Disclosure** means agreement between disclosing and recipient parties or a term in a research contract or license agreement.
- vi) **Invention Disclosure** means a written description of an invention that is confidentially made by the inventor to the Institute.
- vii) **Publications** means the person enabling disclosure of an invention, includes abstracts, student thesis and in certain instances, grant proposals.
- viii) **Revenue** means any payment received as per an agreement by the Institute, usually for legal use of an intellectual property of the Institute through license.

### **Responsibility of the Institute towards Innovators**

- (i) To make aware the faculty members, staff and other scholars regarding Institute's intellectual property.
- (ii) To encourage the exchange of such intellectual property for economic use and create systems inside these resolutions for the assignment and the management of Intellectual Property.
- (iii) To provide legal support as it is necessary and desirable to defend and protect the interests of the Institute and the creators of the intellectual property against third party claims or unauthorized use.
- (iv) To grant data to research supports as required by research and Licensing understandings, and applicable laws and guidelines in a timely manner.

### **Responsibility of the creators**

- i) To make an innovation disclosure in an intensive and timely manner of all inventions, discoveries and other works that are patentable/copyrightable.



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- ii) To provide such assistance as may be necessary throughout the assignment process to protect and affect transfer of the intellectual property.
- iii) To restore all records and archives that are fundamental for the protection of the intellectual property.
- iv) To abide by all commitments made in license, sponsored research and other different understandings made in agreement.
- v) To cooperate with the Institute with full responsibility in resolving all conflicts as may arise with respect to the IPs concerning to him/her and to make timely disclosure of such information which may hint towards any potential conflict relating to IP.

### **Policy**

- (i) The intellectual property policy shall apply to all persons employed by the Institute – regular and contractual faculty, visiting faculty, as well as administrative staff. It also applies to undergraduate, postgraduate and scholars.
- (ii) 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.
- (iii) 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.
- (iv) 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 was commissioned by the Institute or a component of the Institute for the specific objective leading to creation of the intellectual property. It will affirm its responsibility of all intellectual property created by the outside agencies commissioned by the Institute for the particular reason.
- (v) The intellectual property produced from research projects sponsored by government/ non-government agencies will be owned by the creator, the Principal Investigator or Chief Consultant,



the Institute and the sponsoring agency. In case the project was accepted by the Institute under terms different from that stated herein, the terms agreed to shall prevail.

### **Procedure to submit the Disclosure information to IQAC**

The author or inventor or applicant shall submit disclosure form to IQAC as format attached in writing by email and by hard copy to keep record. Upon review of the disclosure document and checking of Patentability criteria, commercial aspects etc., IQAC will determine whether the invention is a 'supported invention' and will be filed in the name of inventor, thus cost of filing till grant of Patent will be saved and will be used to carry out further research. The decision to file Patent/IP shall be taken in six weeks from submission of project and shall be given in writing to applicant. The draft shall be reviewed and properly drafted in format by the IQAC in consultation with Director.

### **Procedure for filing of Patent/IP**

Filing a patent application in the Indian Patent Office is the first step towards securing a patent to invention in India. To file a patent application, a set of forms can be submitted online ([https://ipindiaonline.gov.in/epatentfiling /go For Login/ do Login](https://ipindiaonline.gov.in/epatentfiling/go)) if one has a class III digital certificate. The most important factor in filing a patent application is preparing a patent specification. Drafting a patent specification is a highly skilled job, which can be only performed by persons who have both technical as well as patent law expertise, hence the services of patent attorney may be engaged for the purpose.

### **Revenue Sharing**

The revenue arising out of licensing of IP and royalty would be shared in the appropriate ratio between the inventors and the Institute. Where Institute reassigns the right of the IP to its investors, the inventors shall reimburse all the costs incurred by Institute, which include protection, maintenance, and other associated costs.

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 IQAC will analyze all available information and make a recommendation to the Director. The decision of the Director shall be binding and final.



## **Ownership of Intellectual Property**

### **i) Sponsored Research**

Intellectual Property Rights (IPR) of developments emerging out of research projects undertaken on behalf of the sponsoring organizations shall be taken jointly in the name of the Institute and sponsoring agencies; when the sponsoring organizations bear the expense of documenting and keeping up of the IPR similarly. In the event that the sponsoring organizations are not imminent, the Institute at its carefulness may record the application with supreme possession and Institute will meet the whole expense of documenting and protection of IPR.

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 organization.

### **ii) 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 the 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.

## **Commercialization**

IQAC shall have the sole discretion with respect to the commercialization of a Supported Invention, but shall take into account the public interest. Where a Supported Invention is subject to an external agreement with a third party (for example, the Central or State governments or other funding sponsor), IQAC shall make decisions consistent with that agreement. IQAC shall make decisions concerning commercialization as it deems appropriate and shall make reasonable efforts to keep Inventor(s) involved and record of its commercialization efforts.



## Technology Transfer

- i) The Intellectual Property of the Institute held either in the name of Institute or jointly with other Institutions/Industry will be marketed for commercial exploitation under agreements involving technology transfer, licensing and revenue sharing models.
- ii) The IQAC shall identify potential licensee(s) for the IP to which the Institute 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 patents. 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.
- iii) In the event of the other collaborating organization/industry not undertaking the commercial exploitation within a reasonable period from the first date of development of the technology. Institute reserves the right to transfer the said know-how to a Third Party for its commercial exploitation and use. In such instance, however, Institute shall share the net proceeds from such commercial assignments, in equal measure with the collaborating organization/industry in the ratio 1:1.
- iv) Institute would endeavor to exploit the IP by commissioning a Technology Management Agency and thereby bring to a favorable light the IP produced by its Inventor(s). The Inventor(s) may seek the Institute to assign the rights to them after a certain holding period.
- v) In case the IQAC decides **not to pursue filing patent application** for certain invention and gives such decision in writing, the Inventor(s) is free to pursue filing of patent by own funds and in own name with all full 100% rights.
- vi) Whether the Institute/Institute determines that it will not file a proceed for patent application which was already filed as supported Invention and decide to **abandons or withdraw** the patent application, in such cases when IQAC shall inform in writing to inventor then, the Inventor(s) may request a transfer of the Invention. Upon determining that transfer the Invention to the Inventor(s) will not violate the terms of an external funding agreement, IQAC may agree to a transfer all interests/rights which it holds on the condition that inventor will reimburse the



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Institute/Institute for only all legal expenses, legal fees, liabilities and Government fees incurred. The cost does not include research and development cost.

### **Disclosure and Confidentiality**

At an appropriate stage in the development of an invention, the originator shall make a written disclosure of the concepts to the IQAC, providing all such particulars as are vital to judge its commercial prospects. The IQAC shall recognize, recorded as a hard copy, its receipt of the disclosure and the date of receipt. The originator will send one duplicate of his proposed composition, prior to submission of thesis, to the IQAC.

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 record their R&D original copies, assuming any, on time to time premise, with the IQAC. It is expressly understood by the departments that any information which identifies to any Invention should be treated as Intellectual Property and therefore is not to be revealed without the prior consent of the IQAC.

The originator may disclose such conception, upon a prior written permission from the IQAC, 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.

### **Dispute Resolution**

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

### **Miscellaneous**

#### **(i) Amendments**

The Institute reserves the rights to amend these Ordinances at any time as required. The Executive Council upon recommendation by the Intellectual Property Advisory Committee may amend these Ordinances



**(ii) Waivers**

The Institute may grant a waiver from the provisions of these Ordinances on a case-by-case basis. All waivers must be in writing, supported by reasons and signed by the Director. Any decision to grant a waiver will take into account the best interest of the Institute and the facts of the particular situation.

**(iii) Educational Materials**

Educational Materials represents a broad spectrum of copyright works. These materials encompass for lessons and course material as well as other methods of course delivery such as Internet based learning. The desire of the Institute is to encourage the development of creative and effective educational tools and media in order to further the Institute educational goals.

**(iv) Moral Rights**

The Institute recognizes the moral rights of the creators of intellectual property and shall endeavor to protect these rights. These include the right of fair attribution of authorship or invention, the need for the work not to be altered in such a way that it harms the reputation of the creator and an opportunity for the creator to be involved in determining the final outcome of his/her labour.