



BITS Pilani

Pilani | Dubai | Goa | Hyderabad | Mumbai

**BIRLA INSTITUTE OF TECHNOLOGY & SCIENCE (BITS)
PILANI
("INSTITUTE")**

**BITS PILANI INTELLECTUAL PROPERTY RIGHTS (IPR)
POLICY & GUIDELINES**

April 2023

TABLE OF CONTENTS

SR. NO	TITLE	PAGE NO.
I.	OBJECTIVE	3
II.	SCOPE	4
III.	DESCRIPTION OF TERMS	4
IV.	THINGS TO REMEMBER	8
V.	OWNERSHIP OF IP	9
VI.	HONORARY ACADEMIC APPOINTMENTS	13
VII.	STARTUPS AND FACULTY SPINOFF	14
VIII.	PROTECTION OF BIODIVERSITY AND TRADITIONAL KNOWLEDGE	14
IX.	COMMERCIALISATION OF IP	14
X.	ENCOURAGING ENTREPRENEURSHIP AND START-UPS	15
XI.	REVENUE SHARING	16
XII.	LIMITATION OF LIABILITY	16
XIII.	SHARING OF COSTS WITH REGARD TO IP PROTECTION	16
XIV.	USE OF INSTITUTE'S IPR	17
XV.	DEALING WITH IP RIGHTS OWNED BY THIRD PARTIES	17
XVI.	DISCLOSURE AND CONFIDENTIALITY	17
XVII.	PUBLICATIONS	18
XVIII.	DISPUTE RESOLUTION	19
	ANNEXURE- A: DEFINITIONS	20
	ANNEXURE- B: ASSIGNEE	31
	ANNEXURE- C: CHECKLIST FOR INVENTORSHIP	32
	ANNEXURE-D: TECHNOLOGY TRANSFER (TT) GUIDELINES	33
	ANNEXURE- E: IPR GUIDELINES	38

I. OBJECTIVE

Intellectual property (IP) refers to creations of the mind: inventions; literary, artistic, dramatic, and musical works; logos, names, images and other symbols used in commerce. IP is protected in law by, for example, patents, copyright, industrial designs, trademarks, and geographical indication also called as Intellectual Property Rights (IPRs), which enables individuals to earn recognition and gain financial benefit from what they invent or create. An intellectual property rights policy (“IPR Policy”) is the cornerstone of innovation and creativity for academia as it provides structure, predictability, and a framework for talented minds to do what they do best. The overall aim of IPR Policy for BITS is to foster the spirit of innovation and convert it into products, processes, and services for commercial exploitation in wider public interest. The aim is to contribute in transforming industry and society, by delivering research-led education, promoting innovation, collaboration and fostering human values.

The objective of this IPR policy is:

- To promote innovation, creativity and development in the areas of technology, sciences, commerce, humanities and other emerging areas by encouraging new ideas and research initiatives, within the Institute;
- To protect intellectual property (IP) rights created by faculty, visiting faculty, researchers, students, and staff of the Institute, by translating their creative and innovative work into IP rights;
- To establish an efficient, fair, and transparent framework for creation, protection, ownership, commercialization and assignment of IP, created and owned by the Institute;
- To encourage more collaborations between academia and industry through transparency on issues of IP ownership and IP licensing;
- To design a mechanism for knowledge generation and its commercial exploitation. The purpose of IP commercialization is also to augment the

financial self-sustenance goals of the Institute & its labs and to reward faculty, researchers, students and staff;

II. SCOPE

This IPR Policy applies to all forms of IPR and know-how developed or acquired by the Institute. This IPR Policy shall apply to all departments, Centre of Excellence, units and personnel- faculty, visiting faculty, staff, contract employees, research assistants, students, and members related to the Institute, as well as to all IPR and know-how where the Institute is involved.

Any IP generated by its faculty, staff or students while on deputation or visiting another organization will generally be covered by the IPR Policy of that organization, unless the IP so generated has its origin while working at the Institute. However, in cases where the IPR Policy at that organization is missing or the majority contribution in relation to the generated IP has been made by the faculty, staff or students of the Institute, the generated IP shall proceed to be registered under the joint ownership of the Institute and that organization.

III. DESCRIPTION OF TERMS

- ❖ **Author** means a person as defined under Section 2(d) of the Copyright Act, 1957, as amended from time to time.¹
- ❖ **Collaborative Activity** means the Research undertaken by the personnel in the Institute, in cooperation with industry and/or another Researcher(s), who are not the personnel from the Institute.
- ❖ **External Partners** means and includes Government of India, State Government(s), Local Self- Governments, Government Departments, Foreign Governments, International Organizations, Public Sector Undertakings (PSUs), all types of Private Sector Organizations, Multinational Corporations, Non-Governmental Organizations, and/or other institutions that provide Research projects or consultancy assignments to Researchers on regular or irregular basis; or any combination(s) of the above.

¹ Please Refer Annexure A- Section 2(d) of The Copyright Act, 1957.

- ❖ **Moral Rights** means rights as enshrined under the aegis of Section 57 of the Copyright Act, 1957, as amended from time to time.²
- ❖ **Intellectual Property (IP)** means IP as provided under Article I of the Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS), refers to all categories of intellectual property that are subject of Sections 1 to 7 of Part II of the TRIPS Agreement namely, Copyright and Related Rights, Trademarks, Geographical Indications, Industrial Designs, Patents, Layout-Designs (Topographies) of Integrated Circuits and Protection of Undisclosed Information (Trade Secrets).
- ❖ **Intellectual Property Rights (IPR)** means ownership and associated rights relating to aforementioned Intellectual Property, either registered or unregistered, and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case, all rights or forms of protection having equivalent or similar effect anywhere in the world.

The IPRs recognized in India are broadly listed below:

- **Patent:** As defined under Section 2(m) of the Patents Act, 1970 as amended from time to time.³
- **Copyright:** Copyright is a right given to creators of literary, dramatic, musical and artistic works and producers of cinematograph films and sound recordings. Works are as defined under the Copyright Act, 1957, as amended from time to time.
- **Trade Mark:** As defined under Section 2(zb) of the Trade Marks Act, 1999, as amended from time to time.⁴
- **Design:** As defined under Section 2 (d) of the Designs Act, 2000, as amended from time to time.⁵

²Please Refer Annexure A- Section 57 of The Copyright Act, 1957.

³Please Refer Annexure A- Section 2 (m) of The Patent Act, 1970.

⁴ Please Refer Annexure A- Section 2 (1) (zb) of The Trademarks Act, 1999.

⁵ Please Refer Annexure A- Section 2 (d) of The Designs Act,2000.

- **Semiconductor Integrated Circuit:** As defined under Section 2(r) of the Semiconductor Integrated Circuits Layout Design Act, 2000, as amended from time to time.⁶
- **Plant Variety:** It is governed by the Protection of Plant Variety and Farmers Rights Act, 2001, as amended from time to time. It recognizes the contributions of both commercial plant breeders and farmers in plant breeding activity and also supports the specific socio-economic interests of all the stakeholders including private, public sectors and research institutions, as well as resource- constrained farmers.
- **Geographical Indication:** As defined under Section 2 (e) of the Geographical Indications Act, 1999, as amended from time to time.⁷
- ❖ **Inventor** means the Researcher who contributed significantly to the creation of the Patent. (*Refer Annexure D*)
- ❖ **Research:** Ownership rights over IP generated in the Institute may vary as per source of funding, for the research through which IP was generated. Hence, it is important to understand the different contexts in which IP may be generated within the Institute.

Some of the important contexts in which they produce IP are:

- Research undertaken by a Researcher in the normal course of his/her engagement/ appointment with the Institute, utilising resources of the Institute. This includes, but is not limited to, use of space, facilities, materials, or other resources of the Institute, specific monetary support for research through grants or fellowships, funds for procuring books/ equipment or materials for specific research projects, and creation/ modification of infrastructure like labs for the specific needs of research.
- Research undertaken by a Researcher in collaboration with an External Partner. This support from External Partners includes, but is not limited

⁶ Please Refer Annexure A- Section 2 (r) of The Semiconductor Integrated Circuits Layout-Design Act, 2000.

⁷ Please Refer Annexure A-Section 2 (e) of the Geographical Indications Act, 1999.

to, specific monetary support given for research through grants or fellowships.

❖ **Researcher** means;

- persons employed by the Institute, including student employees and technical staff;
- students, including undergraduate, postgraduate, doctoral and post-doctoral students of the Institute;
- any persons, including visiting scientists;
- who use the resources of the Institute and who perform any research task at the Institute or otherwise participate in any research project(s) administered by the Institute, including those funded by external sponsors. Wherever different conditions are applicable for any of the sub-categories of researchers, they are specifically mentioned in the guidelines.

❖ **Research Agreement** may refer to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement, Technology Transfer Agreement and any other type of agreement concerning Research pursued by Researchers and/or IP created at the Institute.

❖ **Royalty** means the payment made to an Inventor/ Author or an institution for legal use of a patented invention or any Intellectual Property when licensed.

❖ **Sufficient Disclosure** means providing a detailed description of features essential for carrying out the invention, in order to render it apparent how to put the invention into practice by a person skilled in the art.

❖ **TTO** means the Technology Transfer Officer of BITS Pilani.

❖ **Institute resources and/or time** means and includes use of Institute's funds, laboratories and equipment, Information Processing Center, and office hours.

IV. THINGS TO REMEMBER

- **Publication/ Display in Public Exhibition of Invention before Filing for Patent:** Generally,⁸ an invention, if published or publicly displayed cannot be patented, as such publication or public display leads to lack of novelty.
- **Inventions/ Innovations that cannot be patented:** Innovations/ Inventions falling under the category of Sections 3 and 4⁹ of the Indian Patents Act, 1970 cannot be patented in India.
- **Acts that do not constitute Copyright infringement:** Section 52 of the Indian Copyright Act, 1957, excludes certain acts from the realm of Copyright infringement. The “doctrine of fair use” envisaged under section 52 of the Indian Copyright law allows certain use(s) of copyrighted works in special cases such as: private use for the purpose of education, Research, critique, review, etc.
- **Attribution or Citation should be done wherever references have been sourced from other work(s):** Copying or using any work from an already published or non-published work, whether digital or in physical form, should be rightly attributed and referenced to the original source. Unless allowed as “fair use”, copying should not be done without obtaining required permissions/ licences from the Author/ creator. Remember, plagiarism is not only immoral, it is also illegal.
- **Keep a record of all legal and related documents:** All agreements which are to be entered into with Inventors / third parties should be documented properly to establish the ownership of any IP created. Additionally, keep a record of all documents relating to the IP, since the expressed inception of the idea.
- **Check regarding names/ brands before choosing a trademark:** A prior public search for Trademarks is recommended before choosing a name or a brand name. This would aid in checking whether the same has been registered already as a Trademark.

⁸ Under certain circumstances, the Indian Patents Act, 1970, provides a grace period of 12 months for filing of patent application from the date of its publication in a journal or its public display in an exhibition organized by the Government or disclosure before any learned society or published by the applicant. The detailed conditions are provided under Chapter VI of the Patent Act (Sections 29 - 34). Please refer Annexure.

⁹ Please refer Annexure A- Section 3 and 4 of The Patent Act, 1970.

Link for IP India- Public Search:

<https://ipindiaonline.gov.in/tmrpublicsearch/frmmain.aspx>

V. OWNERSHIP OF IP

The ownership rights on IP may vary according to the context in which the concerned IP was generated. In this regard, a two-tier classification is suggested for adoption:

❖ Patents

- i. All inventions whether made by students, faculty, Researchers, or any other person directly or indirectly associated with the Institute, utilising the resources of the Institute, or with the mix of funds, resources and/or facilities of the Institute, shall be owned by the Institute.
- ii. If the Institute determines that an invention was made by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the Institute and was conceived or reduced to practice without the use of resources of the Institute, then the invention shall vest with the individual(s)/ Inventor(s). The onus of proving that he or she is the true inventor of that patent lies on that particular individual in case of any dispute relating to ownership.
- iii. Any foreground IP developed using the Third Party IP, with their express permission shall be jointly owned, if the Employee of the Institute has contributed towards the enhancement of the existing state of IP and inventive steps that qualifies for patent protection unless agreement states otherwise.
- iv. Any start-up promoted by that faculty, staff or students or for that matter any other organization, shall not be named as the Assignee or the Applicant along with the Institute in the patent applications unless otherwise stated in any formal research agreement between that organization and Institute. The same shall be approved by the Registrar's Office with the recommendation of CIIE and TTO. The details related to

inclusion of the name of the organization as Assignee in any patent application are set out in Annexure C.

v. Inventorship in Patents

- The Inventorship has strict legal meaning under the laws and regulations of the Indian Patent System, by which it ensures that the list of inventors proposed to be included on the application for patent or copyright protection or in any other form of IP is not in dispute. The suggestive check list to determine the inventorship is mentioned as Annexure_C. Faculties are strongly advised to follow the checklist so that the ownership of patent or copyright is not in dispute.
- Individuals who are true inventor in all the sponsored research and consultancy projects with third party shall be given due credit as inventors in the patent application irrespective of the IP ownership status.
- No other person should be named as an inventor in the patent application unless s/he is the part of the project agreed between the Institute and the other party and that has resulted in the IP that qualifies for patent protection. This is subject to the contribution made towards the inventive step as mentioned in the Annexure D.

❖ **Copyright**

- i. The ownership rights in scholarly and academic works generated utilising resources of the Institute, including articles, student projects, lecture notes, audio or visual aids for giving lectures shall ordinarily be vested with the Author(s).
- ii. The ownership rights in any dissertations and/or thesis shall be owned by the Institute.
- iii. The ownership rights in lecture videos or Massive Open Online Courses (MOOCs), films, plays, and musical works, institutional materials including, but not limited to, course syllabus, curriculum, exam questions, exam instructions, and papers/ reports specifically commissioned by the

Institute, shall be owned by the Institute. The Moral Rights shall continue to vest with the author(s) wherever applicable. Authors of the course material/syllabus, curriculum, exam question etc. may be permitted to use their content for academic purposes.

❖ **Trademarks**

- i. The ownership rights in all Trademarks involving the Institute shall be vested with the Institute. The Institute has formulated “BITS Brand Policy” as more particularly set out in a separate Policy Document, for the usage of the Institute Trademarks. Please refer to the BITS Brand policy for details.
- ii. If the Institute determines that the creator of the Trademark was created by an individual(s) on his/ her own time and unrelated to his/ her responsibilities towards the Institute, excluding Trademarks as covered under the BITS Brand Policy then the right to the same shall be vested with the said individual(s).

❖ **Industrial Designs**

- i. All industrial Designs whether made by student, Researcher, faculty, or any other person directly or indirectly associated with the Institute, utilising the time and/or resources of the Institute, or with the mix of funds, resources and/or facilities of the Institute, shall be owned by the Institute.
- ii. If the Institute determines that the industrial Design was created by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the Institute and was conceived or reduced to practice without the use of time and/or resources of the Institute, then the industrial design shall vest with the said individual(s).

❖ **Semiconductor Integrated Circuits and Plant Variety**

- i. The ownership rights over Semiconductor Integrated Circuits and Plant Varieties, with the utilization of resources of the Institute, shall vest with the Institute.

ii. If the Institute determines that the Semiconductor Integrated Circuit layout design or Plant Variety was created by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the Institute and was conceived or reduced to practice without the use of resources of the Institute, then the Semiconductor Integrated Circuit layout design or Plant Variety shall vest with the individual(s).

- **IP Generated in Collaboration with External Partners**

- i. In case of sponsored projects, funded by agencies or industries etc., ownership of the IP shall be determined as per the terms and conditions in the agreement signed between the concerned parties.
- ii. However, the Institute shall ensure that any IP generated as a result of sponsored projects and the rights obtained on it shall be co-owned by the Institute unless otherwise expressly agreed between the parties.
- iii. In the absence of such agreement between the Institute and External Partners, all IP generated shall be owned by the Institute. Unless agreed upon explicitly, the Institute shall retain perpetual, Royalty free license to use the IP for Research and educational purposes.
- iv. In case of collaborative activity with foreign institutions involving indigenous biological material, IP ownership has to take into account the restrictions as per the prevailing 'Biological Diversity Act 2002' of India.
- v. For a multi-country or multi-institutional collaborative projects, there must be an explicit agreement defining the ownership of IP generated. Normally, IP will be shared among only those parties that contribute towards creation of IP through direct involvement of their human/other resources.

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

None of the situations defined above for the Institute or Third party ownership applies, and the IP is unrelated to the inventor's engagement with the Institute. For faculty and staff, the engagement implies responsibilities

associated with their employment and research work carried out in the Institute using Institute's resources. It is also expected that the person concerned would have pursued these activities outside of normal working hours of the Institute.

VI. HONORARY ACADEMIC APPOINTMENTS

- i. Any IP generated by its faculty and staff while on deputation or visiting another organization/institute will be covered by the intellectual property rights policy of that organization/institute, unless the IP so generated has its origin while working at the Institute. However, in cases where the intellectual property rights policy at that organization/institute is missing or the Institute's background IP is used in the development of any foreground IP, (with contribution from the other organizations either through funding or contribution towards the inventive step in the foreground IP) or the majority contribution in relation to the generated IP has been made by the faculty or staff of the Institute, the generated IP shall proceed to be registered under the joint ownership of the Institute and that organization.
- ii. Honorary Academic appointment of the individual to other universities or organizations shall be governed by an agreement, after consultation with CIIE and TTO, between the Institute and the other organization/university in relation to IP and other terms as decided by the Institute. In all such cases individuals may sign any document that the Institute reasonably requests to ensure all the rights in IP that belong to the Institute, as set out in this IPR Policy, either remain with, or are assigned to, the Institute. In the absence of such agreement, the Policy shall prevent.
- iii. IPR Policy of the Institute shall apply for the Honorary Academic visitors appointed at the Institute from other universities/organizations and are required to assign to the Institute any IP created and/or developed during their honorary activities for the Institute, unless the IP so generated has its origin

while working at the other universities/ organizations. This is also subject to any contrary written agreement between the parties.

- iv. Honorary Academic visitors must enter into a confidentiality or non-disclosure agreement with the Institute before such an individual's appointment at the Institute. The agreement type is to be determined by the employing organization.

VII. STARTUPS & FACULTY SPINOFF

- i. Any IP generated by technology start-up companies that are either the part of Institute's incubation programme or are incubating in any one of the Institute's incubator shall be owned by the start-up companies unless otherwise stated in a formal agreement/MoU between the start-up and Institute (or third party). This shall be the case even though some of Institute's faculty or staff or students are engaged with the start-up company on a part-time basis or full-time basis on leave from the Institute.
- ii. Any IP generated by an Employee from a research project at the Institute, may request for a license to its start-up in return of equity and /or upfront fee and /or royalty and/or mix of any of the given options. In all such cases an IP license shall be executed between the Institute and the Employee start-up.

VIII. PROTECTION OF BIODIVERSITY AND TRADITIONAL KNOWLEDGE

Institute 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

IX. COMMERCIALISATION OF IP

The Institute would endeavour to exploit the IP either by itself or by commissioning an agency to bring to fruition the IP produced by its personnel.

- i. **Licensing of IP**

Licensing refers to the mode of commercialization of IP by which the IP owner licenses the IP to another person and/or entity for limited purpose and period. Licensing does not lead to transfer of ownership of IPR. It is recommended to use the mechanism of licensing, so that ownership rights on the IP may be retained without hindering the prospects of commercialisation.

Given below are some types of licensing that may be used:

- a. Exclusive licensing: In this type of licensing the licensor licenses the IP solely to only one licensee who is then authorised to use and exploit the IP in accordance with the terms and conditions of licensing agreement. To the extent possible, it is recommended to avoid exclusive licenses.
- b. Sole licensing: In this type of licensing, the licensor licenses to only one licensee. However, under this licensing, the licensor can also use and exploit the IP.
- c. 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 different licensees at the same time for the same purpose or for different purposes.
- d. Sub-licensing: This is applicable when a licensee wishes to further license the IP to another party(s). Permissions pertaining to sub-licensing need to be clarified explicitly in the agreement between the Institute(s)/ Researchers and licensee(s).

ii. **Assignment of IP**

Assignment refers to the process of transfer of ownership of IP from existing owner to another person and/or entity. The Institute may combine elements of licensing and assignment to commercialize the abundant and diverse IP created and owned by it with the permission of the competent authority.

X. ENCOURAGING ENTREPRENEURSHIP AND START-UPS

To promote and encourage entrepreneurial activities and start-ups by its students, Researchers, faculty and staff, the Institute, may reassign, under an agreement, its ownership of an Intellectual Property to the Inventor(s) or creator(s) of the property, who opt to market, protect and license it on their own with minimal involvement of the Institute. The fees to be paid to the Institute by the assignee consist of all patenting and licensing expenses and appropriate amount of royalties, equity or other value received by the Inventor(s) or creator(s).

XI. REVENUE SHARING

The sharing of revenues arising out of IP, shall be as per BITS Technology Transfer Policy as more particularly described in Annexure E, however the same may be revised from time to time by the Institute.

XII. LIMITATION OF LIABILITY

All commercialisation agreements shall clearly mention that the Institute is protected and indemnified from all liability arising from development and commercialisation of the IP.

XIII. SHARING OF COSTS WITH REGARD TO IP PROTECTION

With regard to the costs involved in obtaining, maintaining and protecting IP, the following is suggested:

- i. If the Institute is the sole owner of IP, all costs associated with such IP shall be borne by the Institute.
- ii. If the IP ownership is shared with External Partners, the costs for IP obtaining, maintaining and protection may be shared by both the parties, based on the terms and conditions provided in the agreement.
- iii. Any costs involved in the transfer of rights/ ownership of IP owned by the Institute must be borne exclusively by the licensee, assignee or person acquiring such rights.

XIV. USE OF INSTITUTE'S IPR

The Institute shall exclusively own the right, title, and interest including to all patents, copyrights and other intellectual property rights in and to all tangible materials, inventions, works of authorship, software, information and data conceived or developed prior to the start of the project set forth in the applicable definitive agreements (the "Background IP"). Any third party interested in using Institute's IP may be allowed to do so, upon obtaining a prior written consent from the Institute. Any background IP that is to be used in the performance of any sponsored research or consultancy project should be put on records in advance with required approvals.

XV. DEALING WITH IP RIGHTS OWNED BY THIRD PARTIES

i. Use of technology protected by IPRs like Patents and Designs

Under such circumstances that Researchers, students or faculty, may have to use diverse technology/ design/ software, as part of their Research, due care and attention must be given, for not infringing the IP rights of third parties. Some of the licenses may have restrictions with regard to kind of usages permitted. All necessary permissions required must be obtained from IP owners prior to engaging in any use which moves beyond the terms of license or as permitted under the relevant statute(s) in India.

ii. Use of copyrighted materials

Whenever researchers, students or faculty use copyrighted material for teaching or research purposes, they must ensure that the use is within the permission obtained from the concerned Copyright holder(s) or is within the boundaries of exceptions provided under the Indian Copyright law, as amended from time to time.

XVI. DISCLOSURE AND CONFIDENTIALITY

- i. All students, Researchers, faculty, staff, members of the Institute and any other personnel not part of the Institute but associated/engaged with the Institute

directly or indirectly shall maintain confidentiality of all information, whether written, electronic or other form, including but not limited to all data, information, report, survey, designs, instructions, student records, employees, pricing data, vendor lists, marketing or strategic plans, Intellectual Property whether existing already or created or otherwise, forecasts, studies, lists, notes, drawing, samples including any portions thereof (collectively referred as “Confidential Information”), till such time it is made available in the public domain.

- ii. Any Confidential Information shall be used only for purpose of such activities. It is recommended that a proper non-disclosure agreement should be executed prior to engaging in any disclosure of Confidential Information to any third party.
- iii. Notwithstanding the above, any information which falls within one of the following shall not be treated as Confidential Information:
 - a. already under public domain;
 - b. is required by law or regulation to be disclosed;
 - c. is independently developed; and
 - d. is received from a third party having no obligations of confidentiality to the disclosing party.

XVII. PUBLICATIONS

- The Researcher may publish material relating to the Research, as per the prevailing norms of the Institute. The Institute may retain the right to require exclusion of certain portions from the information being published.
- The use of name, logo and/or official emblem/logo of the Institute shall be in accordance with BITS Brand Policy.

XVIII. DISPUTE RESOLUTION

- i. The Vice Chancellor may appoint a committee of experts to address the concerns of the aggrieved person(s) and all disputes there under shall be dealt with by this committee. The decision taken by this committee should be final and binding on all concerned parties.
- ii. If aggrieved person(s) is not satisfied with the verdict/ decision of the committee, Parties shall refer such claim, dispute or difference to the arbitration of a sole arbitrator to be jointly appointed by the Parties. All proceedings in any such arbitration shall be conducted in English. The venue of such arbitration shall be Delhi, India and shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as applicable from time to time.
- iii. Any dispute which cannot be resolved through arbitration shall be subject to exclusive jurisdiction of courts of Delhi and the same shall be governed by the appropriate laws of India.

XIX. GOVERNING REGULATIONS

Intellectual properties rights in India is governed under the following

- The Patents Act, 1970 (amended in 2005)
- The Copyright Act, 1957
- The Researchers, students or faculty shall follow the provisions of said Acts and relevant notifications/ orders issued by the concerned department.

ANNEXURE- A

THE PATENTS ACT, 1970	
Section No.	Section
2 (m)	"patent" means a patent for any invention granted under this Act;
3	<p>What are not inventions.—The following are not inventions within the meaning of this Act,—</p> <p>(a) an invention which is frivolous or which claims anything obviously contrary to well established natural laws;</p> <p>(b) an invention the primary or intended use or commercial exploitation of which could be contrary to public order or morality or which causes serious prejudice to human, animal or plant life or health or to the environment;</p> <p>(c) the mere discovery of a scientific principle or the formulation of an abstract theory or discovery of any living thing or non-living substance occurring in nature;</p> <p>(d) the mere discovery of a new form of a known substance which does not result in the enhancement of the known efficacy of that substance or the mere discovery of any new property or new use for a known substance or of the mere use of a known process, machine or apparatus unless such known process results in a new product or employs at least one new reactant.</p> <p>Explanation.—For the purposes of this clause, salts, esters, ethers, polymorphs, metabolites, pure form, particle size, isomers, mixtures of isomers, complexes, combinations and other derivatives of known substance shall be considered to be the same substance, unless they differ significantly in properties with regard to efficacy; (e) a substance obtained</p>

		<p>by a mere admixture resulting only in the aggregation of the properties of the components thereof or a process for producing such substance;</p> <p>(f) the mere arrangement or re-arrangement or duplication of known devices each functioning independently of one another in a known way;</p> <p>(g) Omitted by the Patents (Amendment) Act, 2002</p> <p>(h) a method of agriculture or horticulture;</p> <p>(i) any process for the medicinal, surgical, curative, prophylactic diagnostic, therapeutic or other treatment of human beings or any process for a similar treatment of animals to render them free of disease or to increase their economic value or that of their products. (j) plants and animals in whole or any part thereof other than micro organisms but including seeds, varieties and species and essentially biological processes for production or propagation of plants and animals;</p> <p>(k) a mathematical or business method or a computer programme per se or algorithms;</p> <p>(l) a literary, dramatic, musical or artistic work or any other aesthetic creation whatsoever including cinematographic works and television productions;</p> <p>(m) a mere scheme or rule or method of performing mental act or method of playing game;</p> <p>(n) a presentation of information;</p> <p>(o) topography of integrated circuits;</p> <p>(p) an invention which in effect, is traditional knowledge or which is an aggregation or duplication of known properties of traditionally known component or components.</p>
4		<p>Inventions relating to atomic energy not patentable – No patent shall be granted in respect of an invention relating to atomic energy falling within sub section (1) of section 20 of the Atomic Energy Act, 1962 (33 of 1962).</p>
29		<p>Anticipation by previous publication – (1) An invention claimed in a complete specification shall not be deemed to have been anticipated by reason only that the invention was published in a specification filed in pursuance of an application for a patent made in India and dated before the 1st day of January, 1912.</p> <p>(2) Subject as hereinafter provided, an invention claimed in a complete specification shall not be deemed to have been anticipated by reason only that the invention was published before the priority date of the relevant claim of the specification, if the patentee or the applicant for the patent proves –</p> <p>(a) that the matter published was obtained from him, or (where he is not</p>

		<p>himself the true and first Inventor) from any person from whom he derives title, and was published without his consent or the consent of any such person; and</p> <p>(b) where the patentee or the applicant for the patent or any person from whom he derives title learned of the publication before the date of the application for the patent, or, in the case of a convention application, before the date of the application for protection in a convention country, that the application or the application in the convention country, as the case may be, was made as soon as reasonably practicable thereafter:</p> <p>Provided that this sub-section shall not apply if the invention was before the priority date of the claim commercially worked in India, otherwise than for the purpose of reasonable trial, either by the patentee or the applicant for the patent or any person from whom he derives title or by any other person with the consent of the patentee or the applicant for the patent or any person from whom he derives title.</p> <p>(3) Where a complete specification is filed in pursuance of an application for a patent made by a person being the true and first Inventor or deriving title from him, an invention claimed in that specification shall not be deemed to have been anticipated by reason only of any other application for a patent in respect of the same invention made in contravention of the rights of that person, or by reason only that after the date of filing of that other application the invention was used or published, without the consent of that person, by the applicant in respect of that other application, or by any other person in consequence of any disclosure of any invention by that applicant.</p>
30		<p>Anticipation by previous communication to Government – An invention claimed in a complete specification shall not be deemed to have been anticipated by reason only of the communication of the invention to the Government or to any person authorized by the Government to investigate the invention or its merits, or of anything done, in consequence of such a communication, for the purpose of the investigation.</p>
31		<p>Anticipation by public display, etc. – An invention claimed in a complete specification shall not be deemed to have been anticipated by reason only of –</p> <p>(a) the display of the invention with the consent of the true and first Inventor or a person deriving title from him at an industrial or other exhibition to which the provisions of this section have been extended by the Central Government by notification in the Official Gazette, or the use thereof with his consent for the purpose of such an exhibition in the place where it is held; or</p> <p>(b) the publication of any description of the invention in consequence of the display or use of the invention at any such exhibition as aforesaid; or</p>

		<p>(c) the use of the invention, after it has been displayed or used at any such exhibition as aforesaid and during the period of the exhibition, by any person without the consent of the true and first Inventor or a person deriving title from him; or</p> <p>(d) the description of the invention in a paper read by the true and first Inventor before a learned society or published with his consent in the transactions of such a society, if the application for the patent is made by the true and first Inventor or a person deriving title from him not later than twelve months after the opening of the exhibition or the reading or publication of the paper, as the case may be.</p>
	32	<p>Anticipation by public working— An invention claimed in a complete specification shall not be deemed to have been anticipated by reason only that at any time within one year before the priority date of the relevant claim of the specification, the invention was publicly worked in India —</p> <p>(a) by the patentee or applicant for the patent or any person from whom he derives title; or</p> <p>(b) by any other person with the consent of the patentee or applicant for the patent or any person from whom he derives title, if the working was effected for the purpose of reasonable trial only and if it was reasonably necessary, having regard to the nature of the invention, that the working for that purpose should be effected in public.</p>
	33	<p>Anticipation by use and publication after provisional Specification. —</p> <p>(1) Where a complete specification is filed or proceeded with in pursuance of an application which was accompanied by a provisional specification or where a complete specification filed along with an application is treated by virtue of a direction under sub-section (3) of section 9 as a provisional specification, then, notwithstanding anything contained in this Act, the Controller shall not refuse to grant the patent, and the patent shall not be revoked or invalidated, by reason only that any matter described in the provisional specification or in the specification treated as aforesaid as a provisional specification was used in India or published in India or elsewhere at any time after the date of the filing of that specification.</p> <p>(2) Where a complete specification is filed in pursuance of a convention application, then, notwithstanding anything contained in this Act, the Controller shall not refuse to grant the patent, and the patent shall not be revoked or invalidated, by reason only that any matter disclosed in any application for protection in a convention country upon which the convention application is rounded was used in India or published in India or elsewhere at any time after the date of that application for protection.</p>
	34	<p>No anticipation if circumstances are only as described in sections 29, 30, 31 and 32— Notwithstanding anything contained in this Act, the Controller shall not refuse to grant a patent, and a patent shall not be revoked or</p>

		invalidated by reason only of any circumstances which, by virtue of section 29 or section 30 or section 31 or section 32, do not constitute an anticipation of the invention claimed in the specification.
THE COPYRIGHT ACT, 1957		
	Section No.	Section
	2(d)	"Author" means – (1) In relation to a literary or dramatic work, the intell of the work; (2) In relation to a music work, the composer; (3) In relation to artistic work other than a photograph, the artist; (4) In relation to photograph, the person taking the photograph, the artist; (5) In relation to a cinematograph film or sound recording, the producer; and (6) In relation to any literary, dramatic, musical or artistic work which is computer- generated, the person who causes the work to be created.
	52	Certain acts not to be infringement of copyright. – (1) The following acts shall not constitute an infringement of copyright, namely, – [(a) a fair dealing with any work, not being a computer programme, for the purposes of – (i) private or personal use, including research; (ii) criticism or review, whether of that work or of any other work; (iii) the reporting of current events and current affairs, including the reporting of a lecture delivered in public. Explanation. – The storing of any work in any electronic medium for the purposes mentioned in this clause, including the incidental storage of any computer programme which is not itself an infringing copy for the said purposes, shall not constitute infringement of copyright.] [(aa) the making of copies or adaptation of a computer programme by the lawful possessor of a copy of such computer programme, from such copy – (i) in order to utilise the computer programme for the purpose for which it was supplied; or (ii) to make back-up copies purely as a temporary protection against loss, destruction or damage in order only to utilise the computer programme for the purpose for which it was supplied;] [(ab) the doing of any act necessary to obtain information essential for operating inter-operability of an independently created computer programme with other programmes by a lawful possessor of a computer programme provided that such information is not otherwise readily available;

(ac) the observation, study or test of functioning of the computer programme in order to determine the ideas and principles which underline any elements of the programme while performing such acts necessary for the functions for which the computer programme was supplied;

(ad) the making of copies or adaptation of the computer programme from a personally legally obtained copy for non-commercial personal use;]

[(b) the transient or incidental storage of a work or performance purely in the technical process of electronic transmission or communication to the public;

(c) transient or incidental storage of a work or performance for the purpose of providing electronic links, access or integration, where such links, access or integration has not been expressly prohibited by the right holder, unless the person responsible is aware or has reasonable grounds for believing that such storage is of an infringing copy: Provided that if the person responsible for the storage of the copy has received a written complaint from the owner of copyright in the work, complaining that such transient or incidental storage is an infringement, such person responsible for the storage shall refrain from facilitating such access for a period of twenty-one days or till he receives an order from the competent court refraining from facilitation access and in case no such order is received before the expiry of such period of twenty-one days, he may continue to provide the facility of such access;

(d) the reproduction of any work for the purpose of a judicial proceeding or for the purpose of a report of a judicial proceeding;

(e) the reproduction or publication of any work prepared by the Secretariat of a Legislature or, where the legislature consists of two Houses, by the Secretariat of either House of the Legislature, exclusively for the use of the members of that Legislature;

(f) the reproduction of any work in a certified copy made or supplied in accordance with any law for the time being in force;

(g) the reading or recitation in public of reasonable extracts from a published literary or dramatic work;

(h) the publication in a collection, mainly composed of non-copyright matter, bona fide intended for instructional use, and so described in the title and in any advertisement issued by or on behalf of the publisher, of short passages from published literary or dramatic works, not themselves published for such use in which copyright subsists: Provided that not more than two such passages from works by the same author are published by the same publisher during any period of five years.

Explanation. – In the case of a work of joint authorship, references in this clause to passages from works shall include references to passages from works by any one or more of the authors of those passages or by any one or more of those authors in collaboration with any other person; (i) the reproduction of any work –

(i) by a teacher or a pupil in the course of instruction; or (ii) as part of the question to be answered in an examination; or (iii) in answers to such questions;

(j) the performance, in the course of the activities of an educational institution, of a literary, dramatic or musical work by the staff and students of the institution, or of a cinematograph film or a sound recording if the audience is limited to such staff and students, the parents and guardians of the students and persons connected with the activities of the institution or the

communication to such an audience of a cinematograph film or sound recording;

(k) the causing of a recording to be heard in public by utilising it –

(i) in an enclosed room or hall meant for the common use of residents in any residential premises (not being a hotel or similar commercial establishment) as part of the amenities provided exclusively or mainly for residents therein; or (ii) as part of the activities of a club or similar organisation which is not established or conducted for profit;]

(l) the performance of a literary, dramatic or musical work by an amateur club or society, if the performance is given to a non-paying audience, or for the benefit of a religious institution;

(m) the reproduction in a newspaper, magazine or other periodical of an article on current economic, political, social or religious topics, unless the author of such article has expressly reserved to himself the right of such reproduction;

[(n) the storing of a work in any medium by electronic means by a non-commercial public library, for preservation if the library already possesses a non-digital copy of the work;]

(o) the making of not more than three copies of a book (including a pamphlet, sheet of music, map, chart or plan) by or under the direction of the person in charge of a [non-commercial public library] for the use of the library if such book is not available for sale in India;

(p) the reproduction, for the purpose of research or private study or with a view to publication, of an unpublished literary, dramatic or musical work kept in a library, museum or other institution to which the public has access: Provided that where the identity of the author of any such work or, in the case of a work of joint authorship, of any of the authors is known to the library, museum or other institution, as the case may be, the provisions of this clause shall apply only if such reproduction is made at a time more than 3 [sixty years] from the date of the death of the author or, in the case of a work of joint authorship, from the death of the author whose identity is known or, if the identity of more authors than one is known from the death of such of those authors who dies last;

(q) the reproduction or publication of –

(i) any matter which has been published in any Official Gazette except an Act of a Legislature;

(ii) any Act of a Legislature subject to the condition that such Act is reproduced or published together with any commentary thereon or any other original matter;

(iii) the report of any committee, commission, council, board or other like body appointed by the Government if such report has been laid on the Table of the Legislature, unless the reproduction or publication of such report is prohibited by the Government;

(iv) any judgment or order of a court, tribunal or other judicial authority, unless the reproduction or publication of such judgment or order is prohibited by the court, the tribunal or other judicial authority, as the case may be;

(r) the production or publication of a translation in any Indian language of an Act of a Legislature and of any rules or orders made thereunder –

(v) if no translation of such Act or rules or orders in that language has previously been produced or published by the Government; or

(vi) where a translation of such Act or rules or orders in that language has been produced or published by the Government, if the translation is not available for sale to the public:

Provided that such translation contains a statement at a prominent place to the effect that the translation has not been authorised or accepted as authentic by the Government;

[(s) the making or publishing of a painting, drawing, engraving or photograph of a work of architecture or the display of a work of architecture;]

(t) the making or publishing of a painting, drawing, engraving or photograph of a sculpture, or other artistic work falling under sub-clause (iii) of clause (c) of section 2, if such work is permanently situated in a public place or any premises to which the public has access;

(u) the inclusion in a cinematograph film of— (i) any artistic work permanently situated in a public place or any premises to which the public has access; or (ii) any other artistic work, if such inclusion is only by way of background or is otherwise incidental to the principal matters represented in the film;

(v) the use by the author of an artistic work, where the author of such work is not the owner of the copyright therein, of any mould, cast, sketch, plan, model or study made by him for the purpose of the work: Provided that he does not thereby repeat or imitate the main design of the work;

[(w) the making of a three-dimensional object from a two-dimensional artistic work, such as a technical drawing, for the purposes of industrial application of any purely functional part of a useful device;]

(x) the reconstruction of a building or structure in accordance with the architectural drawings or plans by reference to which the building or structure was originally constructed: Provided that the original construction was made with the consent or licence of the owner of the copyright in such drawings and plans;

(y) in relation to a literary, 1 [dramatic, artistic or] musical work recorded or reproduced in any cinematograph film, the exhibition of such film after the expiration of the term of copyright therein: Provided that the provisions of sub-clause (ii) of clause (a), sub-clause (i) of clause (b) and clauses (d), (f), (g), (m) and (p) shall not apply as respects any act unless that act is accompanied by an acknowledgment—

(i) identifying the work by its title or other description; and

(ii) unless the work is anonymous or the author of the work has previously agreed or required that no acknowledgment of his name should be made, also identifying the author;

[(z) the making of an ephemeral recording, by a broadcasting organisation using its own facilities for its own broadcast by a broadcasting organisation of a work which it has the right to broadcast; and the retention of such recording for archival purposes on the ground of its exceptional documentary character;

		<p>(za) the performance of a literary, dramatic, or musical work or the communication to the public of such work or of a sound recording in the course of any bona fide religious ceremony or an official ceremony held by the Central Government or the State Government or any local authority. Explanation – For the purpose of this clause, religious ceremony including a marriage procession and other social festivities associated with a marriage;]</p> <p>[(zb) the adaptation, reproduction, issue of copies or communication to the public of any work in any accessible format, by – (i) any person to facilitate persons with disability to access to works including sharing with any person with disability of such accessible format for private or personal use, educational purpose or research; or (ii) any organisation working for the benefit of the persons with disabilities in case the normal format prevents the enjoyment of such works by such persons: Provided that the copies of the works in such accessible format are made available to the persons with disabilities on a non-profit basis but to recover only the cost of production: Provided further that the organisation shall ensure that the copies of works in such accessible format are used only by persons with disabilities and takes reasonable steps to prevent its entry into ordinary channels of business. Explanation. – For the purposes of this sub-clause, “any organisation” includes an organisation registered under section 12A of the Income-tax Act, 1961 (43 of 1961) and working for the benefit of persons with disability or recognised under Chapter X of the Persons with Disabilities (Equal Opportunities, Protection of Rights and full Participation) Act, 1995 (1 of 1996) or receiving grants from the Government for facilitating access to persons with disabilities or an educational institution or library or archives recognised by the Government;</p> <p>[(zc) the importation of copies of any literary or artistic work, such as labels, company logos or promotional or explanatory material, that is purely incidental to other goods or products being imported lawfully.] (2) The provisions of sub-section (1) shall apply to the doing of any act in relation to the translation of a literary, dramatic or musical work or the adaptation of a literary, dramatic, musical or artistic work as they apply in relation to the work itself.</p>
57		<p>Author’s special right: (1) Independently of the author’s copyright and even after the assignment either wholly or partially of the said copyright, the author of a work shall have the right – (a) to claim authorship of the work; and (b) to restrain or claim damages in respect of any distortion, mutilation, modification or other act in relation to the said work which is done before the expiration of the term of copyright if such distortion, mutilation, modification or other act would be prejudicial to his honour or reputation: Provided that the author shall not have any right to restrain or claim damages in respect of any adaptation of a computer programme to which clause (aa) of sub-section (1) of section 52 applies. Explanation – Failure to display a work or to display it to the satisfaction of the author shall not be deemed to be an infringement of the rights conferred by this section.</p>

		(2) The right conferred upon an author of a work by sub-section (1), other than the right to claim authorship of the work, may be exercised by the legal representatives of the author.
THE TRADEMARKS ACT, 1999		
2 (1) (zb)		<p>“Trademark” means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colours; and –</p> <p>(i) in relation to Chapter XII (other than section 107), a registered trademark or a mark used in relation to goods or services for the purpose of indicating or so as to indicate a connection in the course of trade between the goods or services, as the case may be, and some person having the right as proprietor to use the mark; and</p> <p>(ii) in relation to other provisions of this Act, a mark used or proposed to be used in relation to goods or services for the purpose of indicating or so to indicate a connection in the course of trade between the goods or services, as the case may be, and some person having the right, either as proprietor or by way of permitted user, to use the mark whether with or without any indication of the identity of that person, and includes a certification trade mark or collective mark;</p>
THE DESIGNS ACT, 2000		
2 (d)		<p>“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 or chemical, 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, and does not include any trade mark as defined in clause (v) of sub-section (1) of section 2 of the Trade and Merchandise Marks Act, 1958 or property mark as defined in section 479 of the Indian Penal Code or any artistic work as defined in clause (c) of section 2 of the Copyright Act, 1957</p>
The Semiconductor Integrated Circuits Layout-Design Act, 2000		
Section 2(r)		<p>“Semiconductor integrated circuit” means a product having transistors and other circuitry elements which are inseparably formed on a semiconductor material or an insulating material or inside the semiconductor material and designed to perform an electronic circuitry function;</p>

The Geographical Indications Of Goods (Registration And Protection) Act, 1999	
2 (e)	“geographical indication”, in relation to goods, means an indication which identifies such goods as agricultural goods, natural goods or manufactured goods as originating, or manufactured in the territory of a country, or a region or locality in that territory, where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin and in case where such goods are manufactured goods one of the activities of either the production or of processing or preparation of the goods concerned takes place in such territory, region or locality, as the case may be.

ANNEXURE-B

Determination of Assignee in the Patent Application.

Generally, in the course of an employment agreement, the employee assigns all patent rights arising out of his/her work to the organization. So, the organization can file a patent as an applicant.

Based on the above fact BITS Pilani is always an applicant and owner of the patent applications, as per the BITS IP Policy.

For any other organization to be an Assignee/Applicant in the patent application, the Employee/True Inventor should furnish the following documents:

1. The inventor should first declare the name of co-applicant other than BITS Pilani to CIIE and TTO and seek their advice in written.
2. Should provide the proper justification and legal evidence approved by Institute's competent authority that justifies the inclusion of the name of the Co-applicant.
3. Power of Attorney (POA) to be granted to the Corporate Legal Cell (CLC) i.e., legal team for prosecution as Co Applicant.
4. Inclusion of Co Applicant name shall only be considered in the following cases:
 - i. **Both BITS Pilani and Co-Applicant (startup, spinoff by faculty or any other company or any other legal entity) must have signed a valid agreement which entitles that organization to be named as Co-applicant. These agreements can be for:**
 - Joint funding of the Project with BITS that has resulted in IP generation.
 - The organization has jointly filed for any project grant along with BITS Faculty and agreement entitles them to be a co-applicant in patent application.

The following cases will not allow the status as co-applicant/ Assignee on the patent application:

- Faculty start-ups will not be automatically entitled be a Co-applicant on the patent application, just because a concerned faculty or the employee of the startup is also one of the Inventors in the patent application.
- As an obligation towards an organization or legal entity that has contributed any help as a good will or due to personal relations with the Institute's Innovator, does not qualify to be a Co-applicant.
- Any organization or legal entity where the Institute's Innovator has vested interest.

ANNEXURE-C

Check List to determine the Inventorship.

In case of any dispute, the onus of proving that she/he is the true inventor of that IP lies on that Employee.

A creator of IP can be:

- Faculty/staff
- Student
- Emeritus or honorary appointee
- Visitor or visiting fellow.

For patents, creators must be designated as either:

- Inventors
- Contributors.

Inventors are different from Contributors.

- Contributors are team member those who work in various roles on the project and contributes to the success of the project that was not inventive.
An inventor is always a contributor, but a contributor is not always an inventor!

Inventorship can be determined and distinguished from Contributors based on the following points. If the answer to most of the questions is YES, the person may be considered an inventor:

- Did the person contribute specific ideas that resulted in the development of the invention?
- Did the person contribute more than labour?
- Did the person make practical and/or concrete suggestions that contributed to the invention?
- Did the person provide a specific design or experimental improvement that made the invention operable?
- Did the person conceive an inventive step or part of the invention that can be identified?
- Did the person have some role in the final conception of the invention as it is or as it will be patented?

Note: To determine who is an inventor in a group of individuals who have jointly worked on an invention, their respective contributions should be determined and assessed in view of the claimed inventive concepts as defined under the patent application.

ANNEXURE - D

BITS Technology Transfer (TT) Guidelines

1. Introduction

The Technology Transfer (TT) Policy is in line with Intellectual Property Rights (IPR) Policy of the Institute that includes the commercialization of the Intellectual Property Rights and know how associated with the Institute. Substantive changes to this TT Policy, may be modified from time to time with the approval from the Registrar in consultation Technology Transfer Officer (TTO) and Sponsored Research and Consultancy Division (SRCD)

2. Objective

The objectives of TT Policy is:

- To support the discovery of new knowledge and technology by sensitizing faculty, student and staff for creating the market led innovations.
- To identify technology innovations with the potential for commercial application.
- To facilitate the efficient transfer of knowledge and technology from the Institute to the interested parties: industries/startups/spinoffs and others
- To attract Industry and resources for the support of Institute programs related to technology transfer.

3. Applicability and Scope of Institute TT Policy

This TT Policy shall apply to all departments, Centre of Excellence, units and personnel- faculty, visiting faculty, staff, contract employees, research assistants, students, and members related to the Institute, as well as to all IPR and know-how where the Institute is involved.

The Institute Sponsored Research & Consultancy Division (SRCD) and Tech Transfer Officer (TTO) are authorized to administer this Policy and to implement further rules and procedures within the framework provided herein to facilitate technology transfer and compliance with this Policy.

4. Ownership of Intellectual Property Rights

The ownership of Intellectual Property Rights shall be determined as per the BITS Pilani Intellectual Property Rights Policy.

5. Institute Technology Transfer Process

A. Invention Reporting to TTO & Co-operation with TTO

- i. In order to identify and assess Institute's IP as an asset, and to facilitate fair treatment to all, Researchers have an obligation to cooperate reasonably with TTO.

- ii. Before initiating any commercialization process involving the Institute's IP, all Researchers shall promptly report such process to CIIE and TTO of the Institute.
- iii. Researchers to submit a signed Technology Know How Document (TKD)/Technology Dossier to TTO with a summary of the IP generated along with the additional information as requested by TTO.
- iv. The additional information that is required is:
 - v. Copy of the signed Invention Disclosure form (IDF).
 - vi. Copy of signed Logbooks with all invention details.
 - vii. Copy of the submitted Provisional / Complete Patent application.
 - viii. Copy of Registration Certificate
- ix. In order to give due credit to all the Inventors, Researchers shall use their best efforts to disclose the names of all Inventors and their contributions in the making of the IP and same has to be shared with TTO.
- x. Any issues related to inventorship, or any problems, or questions related to IP and TT Policy should be raised and brought to the notice of CIIE and TTO respectively to facilitate resolution.
- xi. The IDF serves to report technology to the TTO. A case number is given to the technology reported and the case will be assigned to a TTO for evaluation and further necessary action.

6. Commercialization

- i. The TTO alone except as provided herein, shall have the authority to take the decisions concerning transferring of a particular IP, the route of commercialization, the selection and use of outside resources, identifying third parties to commercialize it, entering into discussions with potential licensees, negotiating appropriate licenses or other agreements, monitoring progress, and distributing royalties to the inventors/authors in accordance with the TT policy. This will also include outside legal counsel, marketing firm, or any other organization/consultant to assist in the commercialization of the technologies. TTO may involve the Inventor(s) in this regard and inventor is obligated to provide necessary documentation in this regard.
- ii. TTO shall have the authority to commercialize the technologies coming out of the research activities completely funded by the Institute and by other funding agencies except as otherwise agreed.
- iii. Institute's technology transfer activities will follow the applicable laws and the terms & conditions of the specific grants, sponsored research programs, and its related agreements and other contractual arrangements under taken by Institute.

- iv. TTO shall have the authority to ask the Inventor to mandatorily submit the executed copy of a Technology Know How Document (TKD) to the TTO before the actual technology transfer activity commences.

7. Non-Disclosure with the Interested Party

TTO shall deal with the interested party(ies) by signing the Non-Disclosure Form (NDA)/ Confidential Disclosure Agreement (CDA) and will set up the next steps for disclosure meeting between the Inventor and the interested party.

8. Negotiations and Execution

TTO shall share the term sheet with defined terms and conditions with the interested licensee for negotiations. The negotiation shall be made based on the following:

- Type of license: Non-exclusive/ exclusive
- Field of Use
- Geography
- Upfront fees and royalties
- Other factors relevant for the licensing deal.

On completion of negotiation, TTO shall execute the license agreement with the licensee.

9. Material Transfer

- i. Any material transfer shall be initiated through a proper Material Transfer Agreement (MTA), in case an existing NDA does not cover material transfer clause. In the event NDA provides for a material transfer clause, the concerned faculty shall disclose to TTO well in advance the type and quantity of the material to be transferred under the NDA.
- ii. The Institute’s TTO shall review, negotiate, and execute all MTA’s on behalf of the Institute. The Researcher shall contact TTO well in advance for any activity related to MTA for research or commercialization purposes. Under no circumstances should materials be transferred prior to the full execution of an MTA and without prior permission of the TT Office. The TT Office shall revert on the same in a reasonable timeframe.

10. Revenue Distribution

The indicative sharing of revenues arising out of licensing of IP, less expense towards protecting and maintaining of IP is as follows. However, the revenue distribution may be revised from time to time by the Institute.

a. When Faculty is on the roles of Institute

Case	License fee and Royalties	Inventor(s) share (%)	Institute share (%)

1-External Funding	For the first amount upto Rs. 100 Lakh	70	30
	For the amount beyond Rs. 100 Lakh	50	50
2-Institute Funding	-	50	50

b. When Faculty superannuates or exits from BITS Pilani:

Revenue share of the inventor(s) shall continue even after their association with Institute ends unless they have been removed basis a disciplinary action.

Case	License fee and Royalties	Inventor(s) share (%)	Institute share (%)
1-External Funding	-	50	50
2-Institute Funding	-	30	70

11. Granting Rights Back to Inventors:

- i. Institute may at its sole discretion elect to assign or license its rights in IP back to one or more Inventors against reasonable consideration, based on the request made by the one or more Inventors. This is subject to the condition where Institute feel that other commercialization routes are not effective or available.
- ii. A unanimous approval of all the Inventors needs to be submitted to TTO (if one faculty has moved to a different organization). In the event, where the IP has been assigned back to fewer than all the Inventors, it shall be the duty of the assignee to share revenues with the non-assignee Inventor(s) Institute shall not be responsible for any act on negligence on the part of the assignee.
- iii. Institute will not maintain, market, protect, and license the IP which is granted back to the inventor/s.
- iv. Right to sublicense the IP shall not be granted unless agreed and the Institute shall recover any out-of-pocket expenses, equity, or other value received by the Inventor/s through subsequent use, sub-licensing, or further assignment of the Intellectual Property.

12. Consultancy Projects and Technology Transfer

- i. The Institute's employees shall not enter private consulting contracts that risk disclosure or loss of protection to Institute owned IP or IP that Institute has a potential claim to own.
- ii. The Institute's employees shall not transfer or disclose to a third party any Institute owned IP or potentially Institute owned IP through private consulting activities.
- iii. Any background IP that is to be used in the performance of the consultancy project should be put on records in advance with required approvals.

13. Terms & Conditions related to the use of Institute name and trademarks by a licensee.

Any use of Institute's name and trademarks shall be as per the BITS Brand Policy. Please refer to BITS Brand Policy for details.

14. Technology Transfer & Faculty Spinoffs

- i. Faculty spinoffs created to commercialize the university IP from their labs can only do so after obtaining a license from the Institute.
- ii. Faculty Spinoffs applying for an external grant using Institute's IP have to obtain a No Objection Certificate (NOC) and license agreement prior to making the grant application.
- iii. If the startup activities relate to a faculty's institutional responsibilities & research, and if the faculty member also has a financial interest in the company, the faculty member must report his/her overlapping research and financial Interest for necessary action and processing of IP license agreement.

15. Conflict of Interest Management

- i. IP and technology transfer agreements entered into by Institute and its Researchers are subject to disclosure, review and approval by IP/TT Committee for Conflict of Interest and may have to obtain permission or sign a Conflict of Interest undertaking as the case may be.
- ii. Employees are responsible for acknowledging and declaring any Conflicts of Interest to the Institute so that they can be managed accordingly.
- iii. Conflicts of Interest in the case of Collaborative sponsored/ consultancy Research projects/ faculty spinoffs (with financial interest, and overlap with Institute's research) should be reported & managed in accordance with the Institutes existing policy framework.

ANNEXURE - E

GUIDELINES FOR IMPLEMENTING THE IPR POLICY

1. Recording & Reporting the Creation of IP

- i. All matters related to IP disclosure, protection and filing process are referred to CIIE.
- ii. Researchers must keep written records of materials creation (such as lab books, digital records or other evidentiary materials) and keep any arising IP confidential until CIIE identifies the nature of the IP to be protected. CIIE to provide the relevant information to TTO for seamless commercialization of IP.
- iii. Researchers must ensure that all IP is kept confidential until suitable arrangements for its protection have been put in place during all stages of IP development as Disclosure or publication of IP prior to filing a patent application may eliminate the opportunity to obtain patent protection for an invention.
- iv. Researchers shall inform the CIIE and TTO before disclosing IP to any third parties to ensure that confidentiality agreements are put in place.
- v. Researchers shall provide technical details in a manner that is necessary to file an application for obtaining rights on such IP. Additionally, Technology Disclosure Form or a detailed technology dossier, with technical details to be submitted to Technology Transfer Officer, as and when Researchers explore commercialization opportunities. Patents already filed by the institute will also be governed by this policy/guideline.
- vi. The Institute may decide to allow Researchers to put the IP generated in public domain/ open source only after having obtained the necessary prior written approvals of the Institute.
- vii. It is the responsibility of Researchers to disclose the IP to the Institute irrespective of the ownership status for all the projects as guided by this Policy and to ensure that their arrangements with External Partners do not conflict with their obligations to the Institute under this Policy.
- viii. It is the responsibility of Principal Investigator to decide on the inventorship as per the Annexure_C.
- ix. In case of collaborative activity with foreign institutions involving indigenous biological material, IP ownership has to take into account

- restrictions as per the prevailing 'Biological Diversity Act 2002' of India.
- x. As a practice Principal Investigator should follow the disclosure and confidentiality with the staff/students/ Phd Scholars involved in the research.

2. IP Status on Leaving Institute Employment.

- i. Researchers before leaving the Institute shall obtain NOC from the concerned CIIE after submitting any pending invention disclosures from their research, pending patent applications and commercialization cases if any.
- ii. Researchers who resign or superannuate from Institute to pursue a job at another institute or to create the startup or otherwise, should submit an undertaking that the research from any of the project that has been carried as part of employment at Institute, has not resulted in any Intellectual Property. Any research data and IP generated during their tenure in the Institute shall belong to Institute.
- iii. Researchers upon leaving employment shall continue to acknowledge the Institute, IP created during the period of their employment or other contractual obligation at the Institute in a clear manner to avoid any conflict of interest with future employers or collaborators or other IP of Third Parties as to the interests in the IP owned by the Institute.
- iv. On request, and in any event before leaving the Institute's employment, Researchers must deposit with CIIE any tangible representation of IP where that employee is the creator of such IP. Tangible representations would include drawings, diagrams, recorded know-how (e.g., laboratory notebooks) samples and other related materials. This will also include a detailed technology dossier with details of all the inventive steps for any future commercialization purposes, if the proposed IP is under discussion for commercialization.
- v. Once the Researcher's employment with the Institute ceases (irrespective of any reason), Researchers will not be automatically entitled to use any IP which they created, made, developed and/or used at the Institute, unless they have first obtained in writing all relevant consents.
- vi. Any license of Institute's IP granted to any Researchers for use will terminate automatically with effect from the date upon which the employment at the Institute ceases. This is subject to any contrary written agreement between the parties.
- vii. Researcher's obligations arising under this Policy continue even after employment ceases at the Institute. This is providing that the commercialization of IP is not hindered and that the Researchers continue

to support the already existing and future commercialization opportunities as necessary after employment ceases. A written undertaking in this regard shall be submitted by the Researcher during their exit from the Institute.
