

The Intellectual Property (IP) Policy
of
Shah and Anchor Kutchhi Engineering College
(An Autonomous Institute Affiliated to University of Mumbai)



IPR Cell

Shah and Anchor Kutchhi Engineering College

An Autonomous Institute Affiliated to University of Mumbai

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Preamble

Shah and Anchor Kutchhi Engineering College (SAKEC) is committed to fostering an environment of innovation, research, and creativity among its students, faculty, and staff. Recognizing the importance of Intellectual Property (IP) in promoting academic excellence and contributing to societal advancement, this IP policy aims to establish a clear framework for the creation, protection, ownership, and commercialization of intellectual property generated within the institution.

The policy seeks to encourage the pursuit of knowledge, facilitate the transfer of technology, and promote collaborations with industries and research organizations while safeguarding the rights of creators and the college. Through this policy, SAKEC aspires to support its community in transforming innovative ideas into tangible contributions that benefit society at large, while upholding the values of academic integrity and respect for intellectual property rights.

This policy shall serve as a guiding document for the management of intellectual property at SAKEC, ensuring that all parties involved are aware of their rights and responsibilities. By fostering a culture of innovation, SAKEC aims to remain at the forefront of academic and technological advancements.

Establishment of IPR Cell

2.1 About IPR Cell

Shah & Anchor Kutchhi Engineering College established the Intellectual Property Rights Cell (IPRC) in 2019. SAKEC-IPRC aims to protect the Intellectual Property of the entities of SAKEC to enrich professional standards. Intellectual property (IP) is a category of property that includes intangible creations of the human intellect, such as design, music, art, technological invention, and writing. IPR is the legal rights for intellectual activity in the industrial, scientific, literary, and artistic fields.

2.2 Roles and responsibilities of IPR Cell

- To create awareness about the rules and regulations of the IPR policy amongst the students and faculty.
- To encourage and provide direction to students and faculty on filing IPR applications.
- To build a research environment through a continued thirst for acquiring new knowledge through innovation.

IP Policy and Norms

3.1 Introduction

Intellectual property plays an important role in providing a competitive edge to an organization. The intangible assets of an organization - such as knowhow, inventions, brands, designs and other creative and innovative products - are, today, often more valuable than its physical assets. Keeping this in mind, this Intellectual Property Rights Policy Document (hereinafter referred to as the Policy) of Shah and Anchor Kutchhi Engineering College, Chembur (hereinafter referred to as the Institute) seeks to provide guidance to academic and non-academic staff, students, scholars, and outside agencies on the practices and the rules of the Institute regarding intellectual property rights (IPR) and obligations which include the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements. The policy laid down in this document is expected to fulfill the commitment of the Institute to promote academic freedom and provide a conducive environment for research and development.

3.2 Purpose

Institute has formulated this Policy for the management of intellectual property right to:

- a) Provide a conducive environment leading to development of intellectual property;
- b) Facilitate, encourage, promote and safeguard scientific investigation and research and the freedom of the scholars involved in R&D;
- c) Establish an IPR management policy and procedural guidelines for making available to the public the inventions and discoveries made in the course of research carried out in the institute;
- d) Make the creator of IPR aware of the applicable laws and rules for ensuring their compliance;
- e) Enable the Institute to make beneficial use of such developed IP for the maximum possible benefit of the creators, the Institute, and the nation at large.

3.3 Intellectual Property Ownership

- a. This policy applies to faculty, staff, students and others who make use of Institute facilities, equipment, or other resources or who receive funds from the Institute in the

form of salary, wages, or other support, but not including undergraduate financial aid and covers different classes of Intellectual Property such as Patent, Copyright, TradeMark / Service Mark, Design Registration, Trade Secret, Confidential Information and Integrated Circuits Layout.

- b. All copyrights, including copyrighted software will be owned by Institute when it is created as a part of any of the academic programs of Institute.
- c. Institute will be the owner of the copyright on all teaching materials (book, video, images, audio track etc.) created by Institute however, the faculty/author will have the right to use the material for their teaching and research activities.
- d. Institute will not claim ownership of copyright on books and scientific articles authored by Institute personnel.

3.4 Application Process & related charges

3.4.1 Application process

Figure 3.4.1 depicts the detailed process to apply for Copyright/Patent.

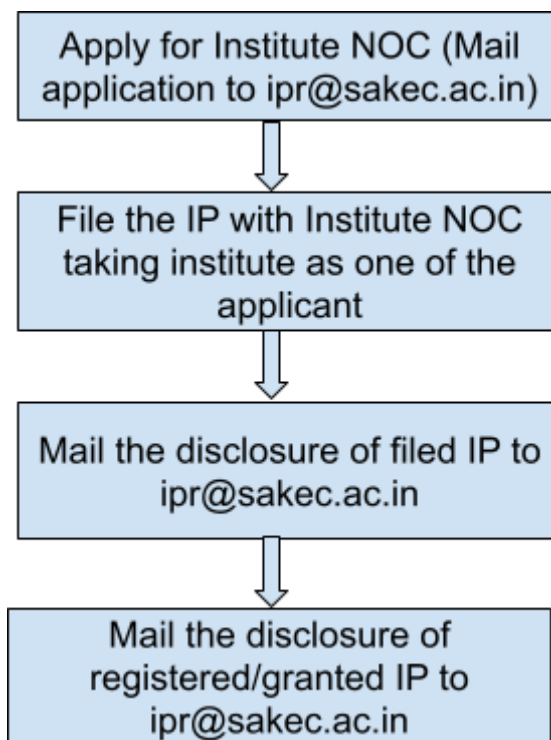


Fig. 3.4.1 Process to apply for Copyright/Patent

3.4.2 Application charges

Type of IP	Inventor/Applicant	Institute as an applicant
Copyright	-	Full reimbursement after registration of copyright
Patent	50%	50%
Patent renewal fee	50%	50%

3.5 Patents

This section refers to intellectual property that is patentable or protectable by confidentiality agreements.

- i. The Institute will normally make an initial decision whether to pursue a patent or other legal protection within three months of the initial disclosure of such potential invention to the Institute by the Creator.
- ii. The Institute will require to be assigned to such intellectual property as is created by the creators through the use of Institute-supported resources. In this case, the Institute will take steps to commercialize the property through patenting or agreements. Where a patent is applied for, the creator shall agree to maintain all relevant details of intellectual property secret and confidential until the patent application is filed. In the case of protection through confidentiality, the same information will be kept secret and confidential as long as the intellectual property has commercial value. The creator shall furnish such additional information and execute such documents from time to time as may be reasonably requested for effective protection and maintenance of proprietary rights of the Institute in the intellectual property.
- iii. The intellectual property created through sponsored research where the sponsor does not claim intellectual property rights.
- iv. The creators of Institute-owned intellectual property shall retain their right to be identified as such unless they specifically waive off this right in writing.

- v. Royalty accruing or any type of payment received from the commercialization of the Institute-owned intellectual property will be shared between the Institute and the creators.

3.6 Confidentiality

All Institute personnel and non-Institute personnel associated with any activity of the Institute shall treat all IP related information which has been disclosed to the IPR Cell and/or whose rights are assigned to the Institute, or whose rights rest with the Institute personnel, as confidential. Such confidentiality shall be maintained till such date as is demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public. Having filled the Disclosure Form, the creator shall maintain confidentiality i.e. refrain from disclosing the details, unless authorized otherwise in writing by the Institute, until the Institute has assessed the possibility of commercialization of the intellectual property. Subject to the right of academic freedom the Institute staff shall not directly, except in the proper course of their duties, either during or after a period of their appointment, disclose to any third party or use for their own purposes or benefit or the purposes of any third party, any confidential information about the business of the Institute unless that information is public knowledge or he/she is required by law to disclose it. The following guidelines should be followed when dealing with confidential information in the context of third parties such as commercial organizations:

- i. The amount of information given to prospective licensees before the signing of any confidentiality or secrecy agreement should in no case exceed or fall outside that which is set out in the Technology Profile Form for any particular intellectual property.
- ii. When a third party is interested in commercializing an item of intellectual property on offer after inspecting the relevant Technology Profile, they may apply on the prescribed form and with the deposition of the required fee for transfer of the technology. They will be required to demonstrate their capacity to commercialize the technology to the Institute's satisfaction. The Institute will then require the third party to sign contractual confidentiality or secrecy

agreements undertaking to maintain the confidentiality of all information disclosed, before any further disclosure is made.

- iii. Third parties must obtain express authorization writing from the Institute to commercialize/exploit the intellectual property. Confidentiality agreements will continue in force even if the commercialization process is aborted at any stage. However, it is recommended that no disclosure should be made if there is any doubt as to the outcome of the commercialization process.
- iv. If running royalties are to accrue to the Institute and the creator, the licensees must be bound by their contract to take adequate measures to protect that matter from becoming known to others through the licensee's practice, and thereby made available to others whose activities may adversely affect royalty returns.
- v. Access to areas where Institute-owned intellectual property including confidential information is made available, seen or used, and to confidential documents, records, etc. is to be limited only to those who are creators or are bound by confidentiality agreements.
- vi. Creators and/ or Institute personnel must take care not to disclose confidential details of Institute-owned intellectual property in their publications, speeches, or other communications.

3.7 Disclosure

When the creators believe that they have generated patent-able or commercialise-able intellectual property using Institute-supported resources, they shall report it promptly in writing along with relevant documents, data and information, to the Institute through the appropriate authority using the Invention Disclosure Form of the Institute. Disclosure is a critical part of the IP protection process for claiming the inventor-ship. The information shall constitute a full and complete disclosure of the nature, particulars and other details of the intellectual property, identification of all persons who constitute the creator(s) of the property, and a statement of whether the creator believes he or she owns the right to the intellectual property disclosed, or not, with reasons. Where there are different creators of components that make up a system, the individual creators and their contributions must be identified and treated separately. In case of

the sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of the creative work is applied. By disclosure the inventor(s) shall assign the rights of the disclosed invention to the institute.

3.8 Evaluation

The IPR committee of the Institute will evaluate the disclosure made by the creator on the prescribed Invention Disclosure Form and determine whether there is a good prima facie case for believing that the intellectual property has economic value and it needs IPR protection. The Institute shall communicate to the creator within 90 days from the date of disclosure, its decision whether the

- i. Institute wishes to own and commercialize the intellectual property.
- ii. Institute is unwilling to commercialize the intellectual property.
- iii. The ownership of the intellectual property is in doubt.

3.9 Renewal of IP Rights

The IPR committee will take a decision on the renewal of IP rights. If the Institute decides not to renew the IPR in any country, then it will assign the rights of the IP in that country to the creator(s) upon a request to that effect from the creator(s). In case of patents, the process of reassignment will be completed in a period of three months before the due date for its renewal.

In all cases, where IP rights in any specific country have been reassigned to the inventor(s), the Institute shall not claim any share of proceeds earned through that IP in that country except for the costs already incurred by the institute.

3.10 Royalty Distribution

Any royalty income received by the Institute from intellectual property covered under this policy is first used to reimburse the Institute for expenses associated with the intellectual property. Any distribution of royalties, or other distributable funds paid pursuant to this policy constitute supplemental income to the recipient, who bears all tax consequences. Funds or other considerations provided by external sponsors to the Institute to support the performance

of Institute Work are not royalties and do not constitute income to the Institute on which royalty distributions may be computed.

Net Royalty will be distributed as follows:

Net Revenues	Inventor/Creator(s) Share	Institute General Fund
Up to and including Rs.25 Lakhs	50%	50%
Over Rs. 25 lakhs	40%	60%

- Co-creators of IP shall sign at the time of disclosure, a Distribution of IP Earnings Agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The inventors may at any time by mutual consent revise the Distribution of IP Earnings Agreement.
- Income and expenses will be computed on a cumulative basis. At the end of each financial year, the undistributed cumulative net income will be distributed according to the above schedule.

3.11 Policy Enforcement

Enforcement Failure to comply with this policy may result in disciplinary action in accordance with Institute codes of conduct or policies. Sanctions may include one or more of the following:

- suspension or termination of access to Institute facilities and resources;
- disciplinary action up to and including termination of employment.

3.12 Legal Jurisdiction

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

4 Terminologies

4.1 Creator/Inventor: Creator refers to an individual or a group of individuals at the Institute, who make, conceive, reduce to practice, author, or otherwise make a substantial intellectual contribution to the creation of any intellectual property.

4.2 Intellectual Property: Intellectual property refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used.

4.3 Net Royalty: Revenue arising from the licensing of the Institute's Intellectual Property, less the Institute's costs and expenses associated with the legal protection, commercialization, or internal development of the Intellectual Property.

4.4 Patent: Patent means the exclusive rights granted by the government for the limited period of time that helps to prevent the third party from practicing the said invention in any of the manner like selling, manufacturing, using, offer to sell, importing a product or a process of the product as protected under the Indian Patented Law.

4.5 TradeMark/Service Mark: It is a distinctive word, symbol or picture or a combination of these, which is used by a business entity to discriminate its products and services from those of other business entities.

4.6 Copyright: It means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work.