

**IP Management and Technology Transfer**  
**Prof. Gouri Gargate**  
**Rajiv Gandhi School of Intellectual Property Law**  
**Indian Institute of Technology, Kharagpur**

**Lecture - 27**  
**Case Study VI- IP Policy of IITB**

(Refer Slide Time: 00:27)



A very warm welcome in the course, Intellectual Property Management and Technology Transfer. Now, probably by this time you are aware about intellectual property, intellectual property management, intellectual property management related systems, different models and frameworks. So, what exactly we have done in last three weeks actually? So, we try to build up a conceptual understanding about intellectual property, intellectual property management and intellectual property management system.

And where we are applying this? You may be a academic organization, you may be a research organization, you may be a startup, you may have your own lab; so, individual setup might be

there. Whatever the scenario is there, you will require this IP management. This is must I can say the very important thing if you are doing a some technology developments or some creativity.

If it is there how you can protect it? You protect it by using a instrument that is a intellectual property and there are the stipulated or a clear cut arrangement that statutory arrangement is there, the acts are in place.

And by using that particular guidelines we are protecting the intellectual property whatever we are creating and that is what we can say that intellectual property rights are created. And then what we are doing? Definitely we require a management of that particular created property; it is a property; we do the management of property.

Similarly, we are doing the management of a intellectual property here. And for that once we have got the idea about this conceptual understanding about this IP, IP lifecycle and then IP management, we have seen a few models related to IP management. Like, one model which is given by a Sullivan, then we have seen where exactly the IP management system is present or how it is connected in the organization.

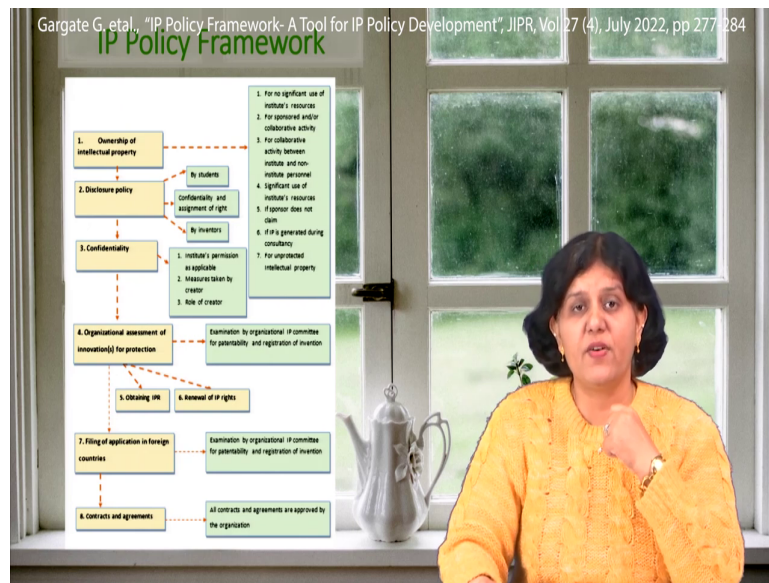
And then we have seen the second model where 15 different major processes we discussed and then we have seen the case studies related to that. Then we have also studied the IP audit framework where we have tried to judge the level of the IP management system. And what is the parameter we have taken?

The parameter in that framework we have taken is the IP outcome from that particular system. And then we have seen the case study of ok what is the IPr score of IIT Delhi, what is the IPr score of IIT KGP. So, that way we have tried to understand, because that will be the maybe we can say direct reflection how the IP management system is working.

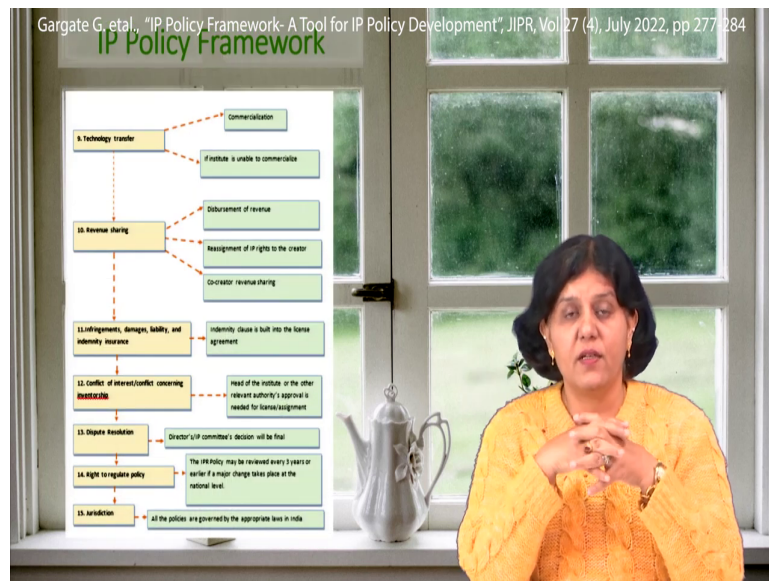
Again, the caution is the quantity does not we can say the directly give you the idea about the IP system. But definitely this can be one of the parameter to check the quality, how exactly IP management system is working. Now, in that IP management system model we have seen 15

major processes and in that one of the process was or one of the important point was the IP policy. And therefore, we have gone through the framework how exactly the IP policy can be developed.

(Refer Slide Time: 04:17)



(Refer Slide Time: 04:26)



And here is the framework you can see here that this is the framework you have seen and this is like a first few processes of IP policy framework and these are the next few processes which are there when we are designing the IP policy. Now, we will move into little bit of detail to understand how exactly this policy framework is applied and we will go into details of a IIT Bombay IP policy.



(Refer Slide Time: 04:49)



Now, this IIT Bombay IP policy when we are talking about this was revised in 2012 means 2012 this is revised and the policy document it is a very simple and very easy. Now, here is a one caution or here is a one important thing, who will read IP policy?

Either students if it is academic institute, students will read IP policy, faculty will read IP policy, vendors or connecting, or relational capital whatever we talk when we are talking about intellectual capital. All these people, all these agencies, all these entities will read the IP policy.

And hence it is suggested that IP policy must be easily understandable, very simple. So, that all stakeholders can understand what exactly the guideline is related to that particular point.

Probably they will have a question and they will try to get the answer through IP policy and if IP policy is not understandable.

If it is a complex, it is if it is a completely kind of a loaded with a legal terminologies, probably it will be difficult for a student to understand what exactly this IP policy want to say about that particular query.

And therefore, if you see this IIT Bombay IP policy, only 5 points are there or only 5 parts are there. So, part 1 it is about the preamble; so, just giving a background that is what we can say the setting the stage for that particular policy. Next part B is like a talking about a IP policy, the overall we can say like a summary of that particular things which are covered in the IP policy.

In part C it is talking about the invention IP policy; so, there what is covered we know that there are 8 types of IPs. And which types are covered in invention IP policy; patent, trademark, design and then there is a related whatever the creation is there that creation and this patent trademark design rights. Whatever queries will be there related to this particular types of IP are covered in a part C.

Part D is completely dedicated to the expression policy that is a copyright related. And we can say that when we are in a academic institute, we are creating lot of copyrighted material. And we know that we need not to go for a registration for that particular thing, thanks to which convention? Yes, Berne convention ok. But we are creating that copyright and obviously, we need that to know that who will be the owner for that particular copyright.

Many questions like raise like whereas, by a student like who will own my thesis? Whether I will own this thesis or the institute will own the thesis or supervisor will own the thesis or I am writing the question that answers to the questions or I am doing the project work. Whatever, creation will be there who will own that thing or I am participating in some extracurricular activities and there are many IPs generated, many copyrighted material is generated who will own that thing.

So, all these issues must be handled in the IP policy and we can see how this IIT Bombay IP policy is covering these issues. And the last is annexure part; so, that the templates are given a different contracts, agreements will be executed as and when require. So, that templates are given in the annexure part; so, this is the overall framework of the IIT Bombay IP policy which is revised in 2012.

(Refer Slide Time: 08:53)



Now, let us move further and we will try to understand the what exactly preamble is there? So, as I have already shared with you in the preamble though it is like a setting the stage, giving the overall idea about the institute and then what is the objective of this particular document that is a IP policy document.

So, that particular things will be covered in the preamble. So, here what we will do immediately, we will look into the exact the IP policy of IIT Bombay; so, that you can get idea what exactly is covered in the preamble.

Before going into details of that one more point I would like to share that, we are taking this example of a academic institute. Now, how you will use it for other whenever you will come across institutes or organizations. So, for example, if you are a student and you are doing the internship, you are planning internship to do in some organizations some MNC.

So, whenever you will do this kind of enter into or start your internship, it is suggested that the learning in this two lectures. Like, this lecture which is related to IP policy of IIT Bombay and the next lecture also we will cover the this continue this session related to IP policy of IIT Bombay only. So, this understanding whatever you are getting for a reading of or understanding the IP policy of academic organization.

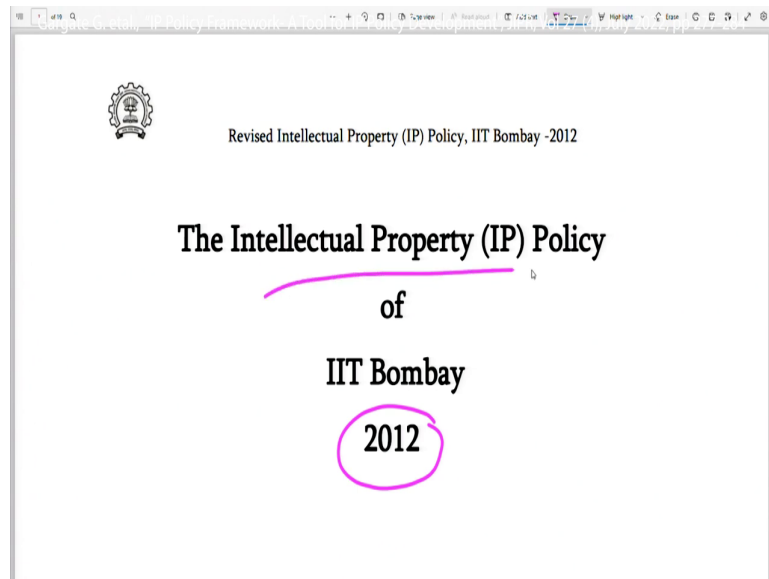
Please, utilize it when you will go in any MNC try to get that procure that IP policy or try to understand the IP policy of that organization, you may go into Infosys, you may go into Siemens or any other or any other organization try to understand what is their IP policy.

Because during that that internship time whatever you are creating, whatever you are contributing if that is something qualifies for the IP protection who will own that. Whether you are owning it, whether you are getting any returns on that thing, whether your name will go as an inventor or an author that particular things probably I feel that you should be aware about this particular thing.

So, you can just think in that particular thing, I have given a one example of internship you can apply if you go for anywhere or join some service or you go and do some freelancing, but you are entering into some project work through freelancing. So, all this whatever the job you take or activity you take; obviously, if there is an intellectual input I will say that the you should anyone who is going into that particular project.


Where intellectual input is there, we should know in first-hand what is the policy followed for a IP protection. And please look into this lecture in that particular angle ok; so, let us now go into the details of this preamble part of the IP policy.

(Refer Slide Time: 12:03)



So, this is the document you can see here and we can see here it is a 2012 document it is talking about a IP policy of a IIT Bombay with the logo, this is the first page you can see here.

(Refer Slide Time: 12:19)

	
Revised Intellectual Property (IP) Policy, IIT Bombay -2012	
Section II: Intellectual Property (IP) Policy, IIT Bombay - 2012	
<b>Contents:</b>	<b>Page</b>
1. Part A: IP Policy Preamble	2
2. Part B: IP Policy	3
3. Part C: The Inventions IP Policy – (Patents, Trademarks, Design rights and related)	8
4. Part D: The Expressions IP Policy (Copyrights related)	11
5. Part E: Annexure	
List of Annexures	

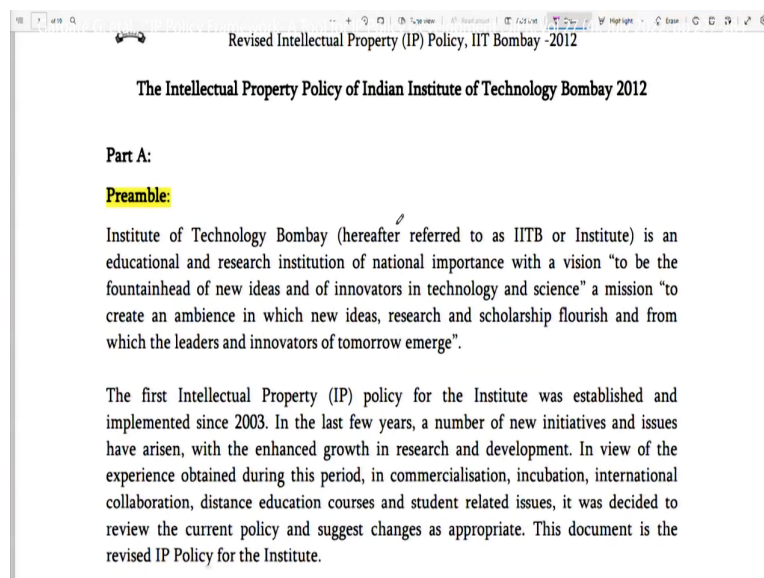
(Refer Slide Time: 12:21)

List of Annexures		
S.No	Annexure	Remarks
1.	Annexure 1	Defining the parties concerned & Significant Usage
2.	Annexure 2	Disclosure, Assessment and Protection
3.	Annexure 3	Revenue Sharing Structure
4.	Annexure 4	Role of Industrial Research and Consultancy Centre (IRCC)
5.	Annexure 5	Relevant Contracts and Agreements

Now, when we are going into the details further you can see the content page and it covers ok what are the different points. Like, we have seen that 5 points are covering and then the page numbers are given for easily we can go on to that particular page.

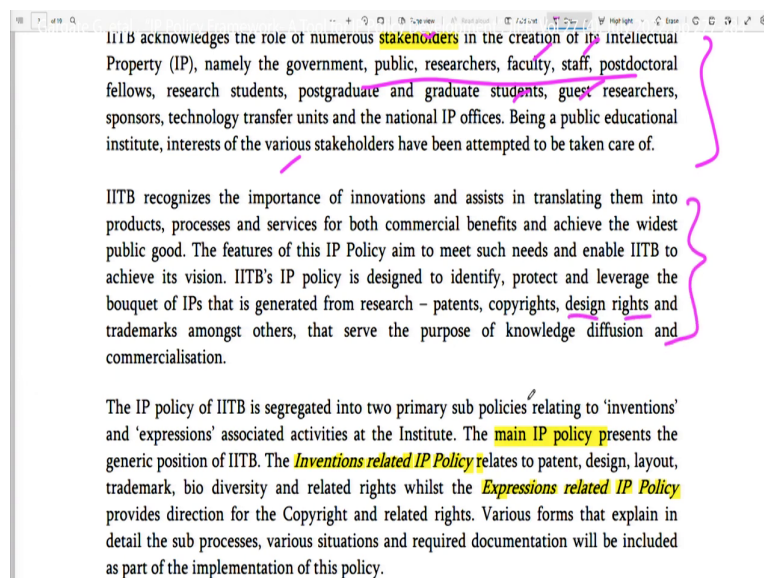


(Refer Slide Time: 12:33)



Then we can see here now focus on that preamble part; now, in the preamble part we can see here; I will not read everything, I will just show you how exactly the document is. So, that we can get into details this document is already hosted in the folder; so, you can read this. Now, this particular part is covering the information about the institute, then this is talk about the IP policy that yes it was previously in 2003 the policy document is created and now it is a revised policy.

(Refer Slide Time: 13:08)

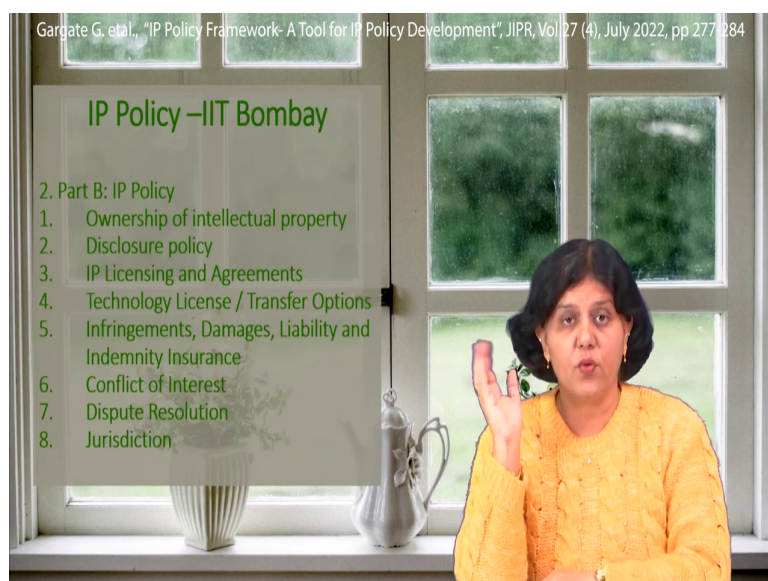


Then the information is given regarding the stakeholders like faculty, staff, student, guest researchers everything is covered here in the third paragraph. And then the information is given about the innovation and different types of IP rights which are created and in the last point it is like a very clearly given that there is a main IP policy. Then there is a invention related IP policy, then there is a IP policy which is a related to expression. So, this is all about the preamble part of the IP policy of the IIT Bombay.

(Refer Slide Time: 13:42)



(Refer Slide Time: 13:51)



So, now we have just seen the preamble part, let us move further and we will try to understand the next that is a part B which is related to the IP policy. Now, it is giving us a overall understanding about the IP policy followed by the institute. So, which points are covered? Now, you can see here that there is a ownership of intellectual property; so, the guidelines are given regarding the ownership.

Next is related to disclosure policy; so, whenever you are creating that particular intellectual activity whenever you are doing, something will come out, may be some invention, may be some copyright related material. So, once you conceive or once you get confidence or once you feel that yes something which I can protect by using IP as a instrument is in process or it is in it is like I am creating that particular thing.

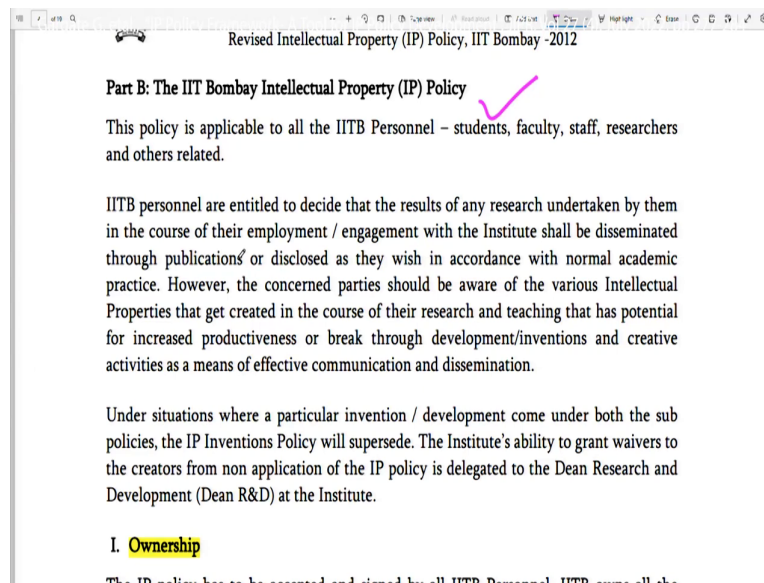
Probably you should know the disclosure policy that how exactly, you are going to disclose that particular creation; so, that is what the disclosure policy is. Next is a IP licensing and agreements; so, how exactly the licensing process will happen, how will be the sharing will happen, whether it is exclusive, non-exclusive, what kind of licensing will be there? What kind of agreement will be there?

So, guidelines are given in this point like as a IP licensing and agreement. Four point is talking about a technology license or a transfer options. So, whenever you are creating that particular creation or invention is there what is the arrangement for a transfer actually. Next a very common point that is infringement, damages, liability and indemnity clause.

So, and if insurance that indemnity insurance or indemnity clause whatever is there that is covered in the next point. Next you can see here conflict of interest; again, the standard point then there is a dispute resolution, if unfortunately, if any dispute arises who will take care of that; so, that is a dispute resolution. And then the last is a jurisdiction; so, these are the we can say the eight points which are covered to give a overall understanding about the policy that related to IP, the guidelines related to IP creation ok.

So, ownership, disclosure, licensing agreements, technology license or transfer of transfer options, infringement damages, then you can see conflict of interest, dispute resolution and a jurisdiction. So, now what we will do? We will just go into the document which is covering these eight points and see what are that important points are covered under these particular headings; so let us go.

(Refer Slide Time: 16:58)



So, if you see the part B of IIT Bombay as we have just seen the information regarding that, this is like a giving idea about the IP policy overall picture. Now, here what is covered exactly that you can see here the ownership.

(Refer Slide Time: 17:17)

the creators from non application of the IP policy is delegated to the Dean Research and Development (Dean R&D) at the Institute.

**I. Ownership**

The IP policy has to be accepted and signed by all IITB Personnel. IITB owns all the Intellectual Property (IP) that is produced by all IITB personnel. Refer to the detailed relevant **IP Inventions Policy (Part C) and Expression Policy (Part D)** for exceptions. IITB reserves the right to apply for IP protection in India / throughout the world / specific countries for suitable protection of the IP generated.

Annexure 1 gives an explanation of what constitutes significant resources.

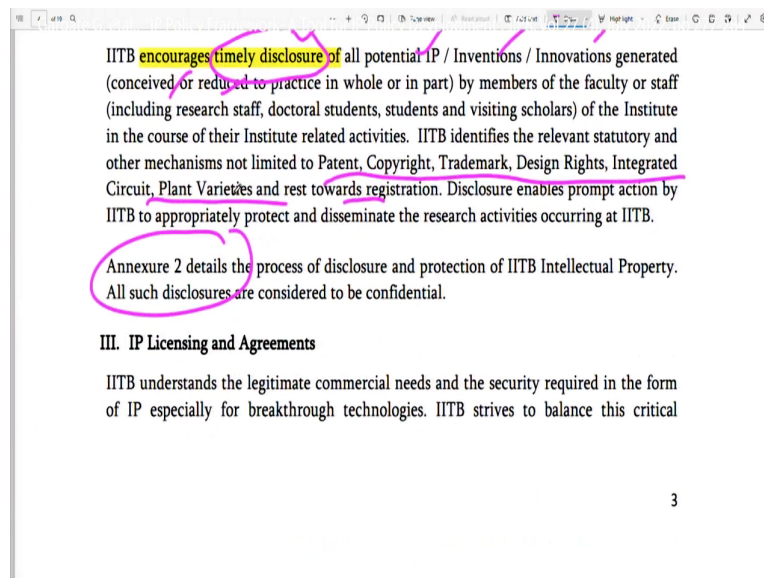
**II. Disclosure**

IITB **encourages timely disclosure of** all potential IP / Inventions / Innovations generated (conceived or reduced to practice in whole or in part) by members of the faculty or staff (including research staff, doctoral students, students and visiting scholars) of the Institute in the course of their Institute related activities. IITB identifies the relevant statutory and other mechanisms not limited to Patent, Copyright, Trademark, Design Rights, Integrated Circuit, Plant Varieties and rest towards registration. Disclosure enables prompt action by IITB to appropriately protect and disseminate the research activities occurring at IITB.

Now, then very clearly return that in invention policy part, see the that particular means which is covering related to patent design, parts is covering the ownership. In expression policy part D is covering the ownership ok.

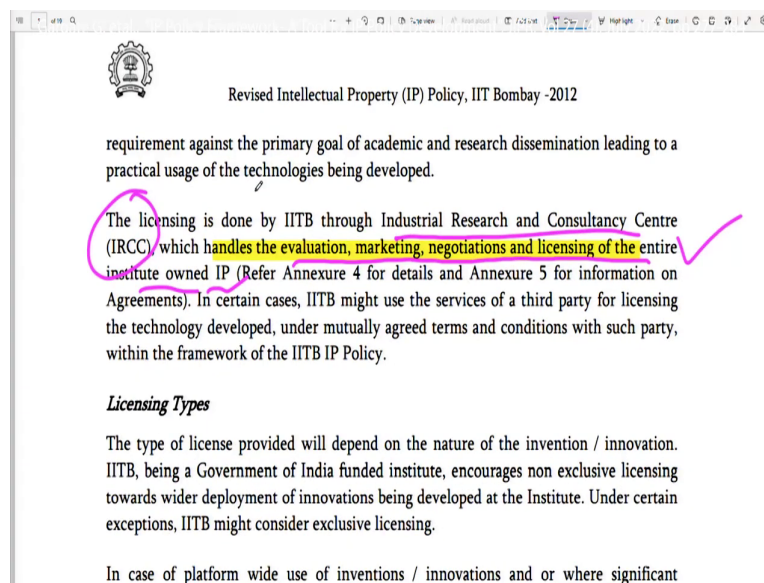


(Refer Slide Time: 17:33)



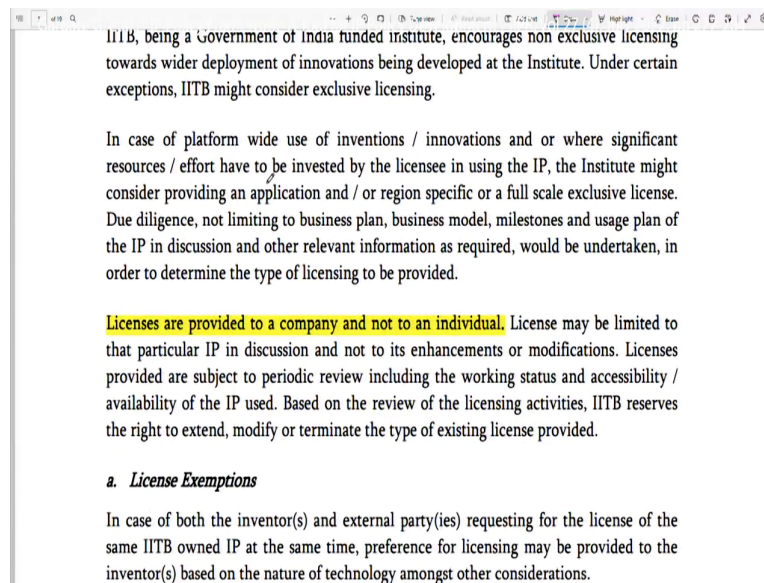
Then next like a disclosure, then what it is said that timely disclosure that is very important word we can say that timely disclosure of any potential IP invention innovation generated conceived reduce. So, very clearly the idea is given that; yes, you can do the disclosure about that particular thing and then patent copyright trademark design, integrity all these IP types are covered. And annexure two details you can say the references given here.

(Refer Slide Time: 18:08)



Now, the third part that is IP licensing and agreements we can say that, here it is like the IRCC who is looking into this particular which is a unit or which is the department taking care is IRCC that is Industrial Research and Consultancy Centre. And what it do it? Do the evaluation marketing negotiation licensing of the entire whatever the IP is owned by institute that will be taken care by this particular department or a unit you can say in the IIT Bombay.

(Refer Slide Time: 18:36)



IITB, being a Government of India funded institute, encourages non exclusive licensing towards wider deployment of innovations being developed at the Institute. Under certain exceptions, IITB might consider exclusive licensing.

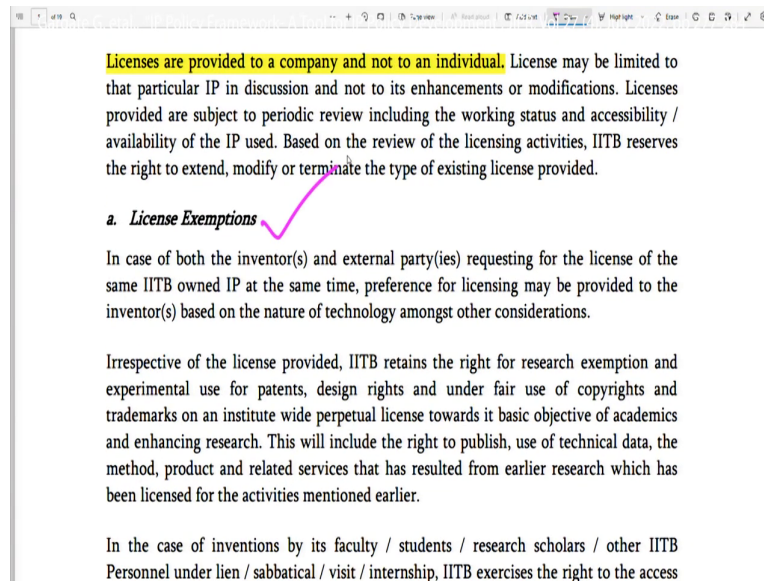
In case of platform wide use of inventions / innovations and or where significant resources / effort have to be invested by the licensee in using the IP, the Institute might consider providing an application and / or region specific or a full scale exclusive license. Due diligence, not limiting to business plan, business model, milestones and usage plan of the IP in discussion and other relevant information as required, would be undertaken, in order to determine the type of licensing to be provided.

**Licenses are provided to a company and not to an individual.** License may be limited to that particular IP in discussion and not to its enhancements or modifications. Licenses provided are subject to periodic review including the working status and accessibility / availability of the IP used. Based on the review of the licensing activities, IITB reserves the right to extend, modify or terminate the type of existing license provided.

**a. License Exemptions**

In case of both the inventor(s) and external party(ies) requesting for the license of the same IITB owned IP at the same time, preference for licensing may be provided to the inventor(s) based on the nature of technology amongst other considerations.

(Refer Slide Time: 18:45)

The image is a screenshot of a presentation slide. At the top, there is a header bar with various icons and text. The main content of the slide is as follows:

**Licenses are provided to a company and not to an individual.** License may be limited to that particular IP in discussion and not to its enhancements or modifications. Licenses provided are subject to periodic review including the working status and accessibility / availability of the IP used. Based on the review of the licensing activities, IITB reserves the right to extend, modify or terminate the type of existing license provided.

**a. License Exemptions**

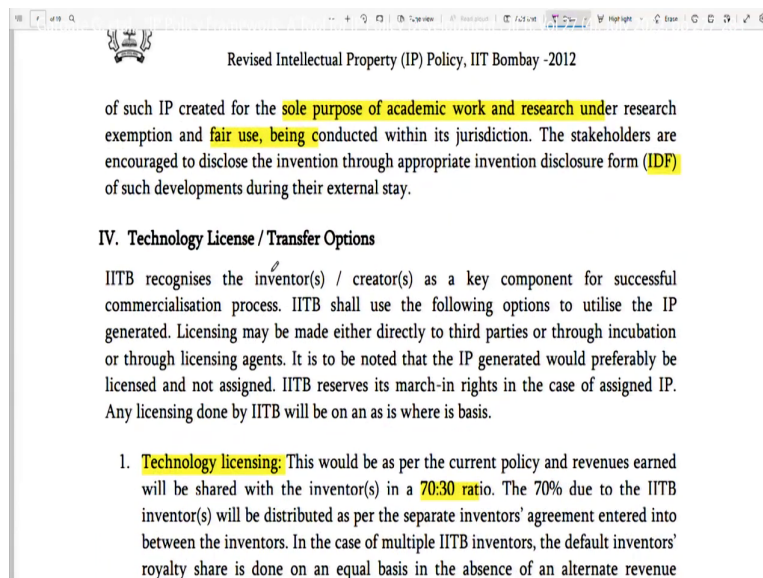
In case of both the inventor(s) and external party(ies) requesting for the license of the same IITB owned IP at the same time, preference for licensing may be provided to the inventor(s) based on the nature of technology amongst other considerations.

Irrespective of the license provided, IITB retains the right for research exemption and experimental use for patents, design rights and under fair use of copyrights and trademarks on an institute wide perpetual license towards its basic objective of academics and enhancing research. This will include the right to publish, use of technical data, the method, product and related services that has resulted from earlier research which has been licensed for the activities mentioned earlier.

In the case of inventions by its faculty / students / research scholars / other IITB Personnel under lien / sabbatical / visit / internship, IITB exercises the right to the access

A pink checkmark is drawn over the text "a. License Exemptions".

(Refer Slide Time: 18:45)



Revised Intellectual Property (IP) Policy, IIT Bombay -2012

of such IP created for the sole purpose of academic work and research under research exemption and fair use, being conducted within its jurisdiction. The stakeholders are encouraged to disclose the invention through appropriate invention disclosure form (IDF) of such developments during their external stay.

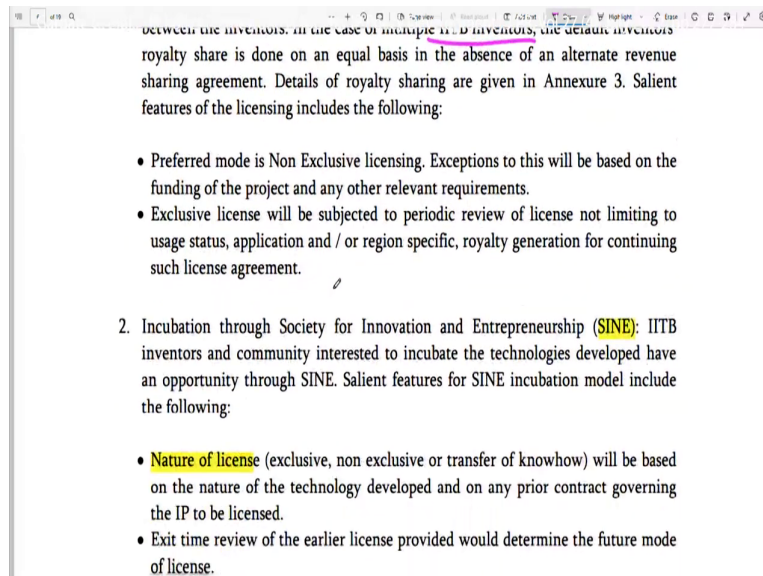
**IV. Technology License / Transfer Options**

IITB recognises the inventor(s) / creator(s) as a key component for successful commercialisation process. IITB shall use the following options to utilise the IP generated. Licensing may be made either directly to third parties or through incubation or through licensing agents. It is to be noted that the IP generated would preferably be licensed and not assigned. IITB reserves its march-in rights in the case of assigned IP. Any licensing done by IITB will be on an as is where is basis.

1. **Technology licensing:** This would be as per the current policy and revenues earned will be shared with the inventor(s) in a 70:30 ratio. The 70% due to the IITB inventor(s) will be distributed as per the separate inventors' agreement entered into between the inventors. In the case of multiple IITB inventors, the default inventors' royalty share is done on an equal basis in the absence of an alternate revenue

And the details related then you can see here licensing types are given, you can read it later in your luxury time, then license exemptions are given and then the further like a sole purpose of academic work and research. So, all this fair use and all parts are covered here. Again, the idea because invention disclosure form related information is given here and there is a online procedure for that submission actually. Now, the next like a technology license or a transfer option, that point is covered.

(Refer Slide Time: 19:11)



between the inventors. In the case of multiple IITB inventors, the default inventors royalty share is done on an equal basis in the absence of an alternate revenue sharing agreement. Details of royalty sharing are given in Annexure 3. Salient features of the licensing includes the following:

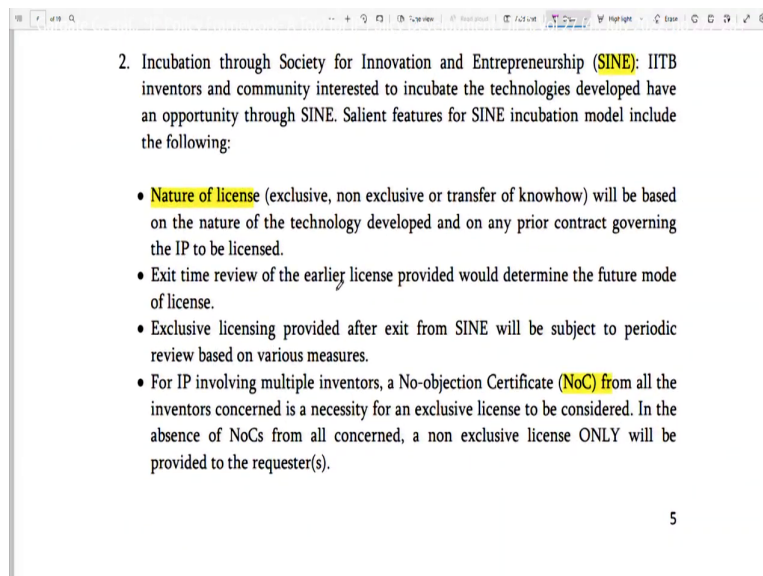
- Preferred mode is Non Exclusive licensing. Exceptions to this will be based on the funding of the project and any other relevant requirements.
- Exclusive license will be subjected to periodic review of license not limiting to usage status, application and / or region specific, royalty generation for continuing such license agreement.

2. Incubation through Society for Innovation and Entrepreneurship (SINE): IITB inventors and community interested to incubate the technologies developed have an opportunity through SINE. Salient features for SINE incubation model include the following:

- **Nature of license** (exclusive, non exclusive or transfer of knowhow) will be based on the nature of the technology developed and on any prior contract governing the IP to be licensed.
- Exit time review of the earlier license provided would determine the future mode of license.

Now, in the technology licensing it is very clearly shared here revenue whatever revenue is there 70, 30 percent that is 70 percent IITB and then 30 percent will go to the inventor; so, that information is given here.

(Refer Slide Time: 19:22)



2. Incubation through Society for Innovation and Entrepreneurship (SINE): IITB inventors and community interested to incubate the technologies developed have an opportunity through SINE. Salient features for SINE incubation model include the following:

- Nature of license (exclusive, non exclusive or transfer of knowhow) will be based on the nature of the technology developed and on any prior contract governing the IP to be licensed.
- Exit time review of the earlier license provided would determine the future mode of license.
- Exclusive licensing provided after exit from SINE will be subject to periodic review based on various measures.
- For IP involving multiple inventors, a No-objection Certificate (NoC) from all the inventors concerned is a necessity for an exclusive license to be considered. In the absence of NoCs from all concerned, a non exclusive license ONLY will be provided to the requester(s).

5

Then nature of license what type of license is their exclusive or non exclusive that cases the particular scenario is explained here. Then again, I have just shared with you like about the NOC if it is like transferred from IIT Bombay to sign or any other sign is like a you can see here it is a society for it is a incubation center of IIT Bombay, if it is transfer. What is the procedure to be followed, quickly that procedure is mentioned here right, briefly that procedure is given here ok.



(Refer Slide Time: 20:00)

the creator(s) may approach the Dean R&D for the assignment of rights of the invention(s) to them.

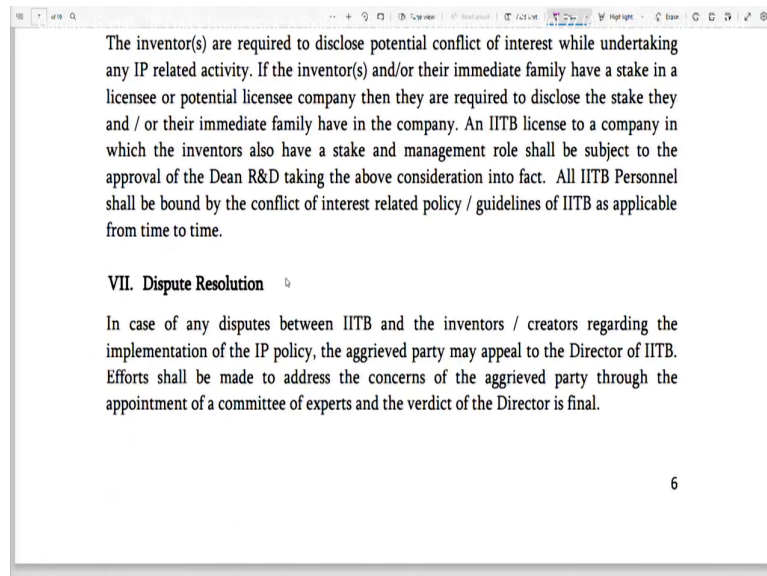
**V. Infringements, Damages, Liability and Indemnity Insurance**

IITB shall, in any contract between the licensee and IITB, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, upgrades, debug obligations and the content created. The policy also supports the need to indemnify IITB personnel built into the license agreements for sponsored research and consultative work. IITB shall retain the right to engage in any litigation concerning its IP and license infringements.

**VI. Conflict of Interest**

The inventor(s) are required to disclose potential conflict of interest while undertaking any IP related activity. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and / or their immediate family have in the company. An IITB license to a company in which the inventors also have a stake and management role shall be subject to the approval of the Dean R&D taking the above consideration into fact. All IITB Personnel shall be bound by the conflict of interest related policy / guidelines of IITB as applicable from time to time.

(Refer Slide Time: 20:07)



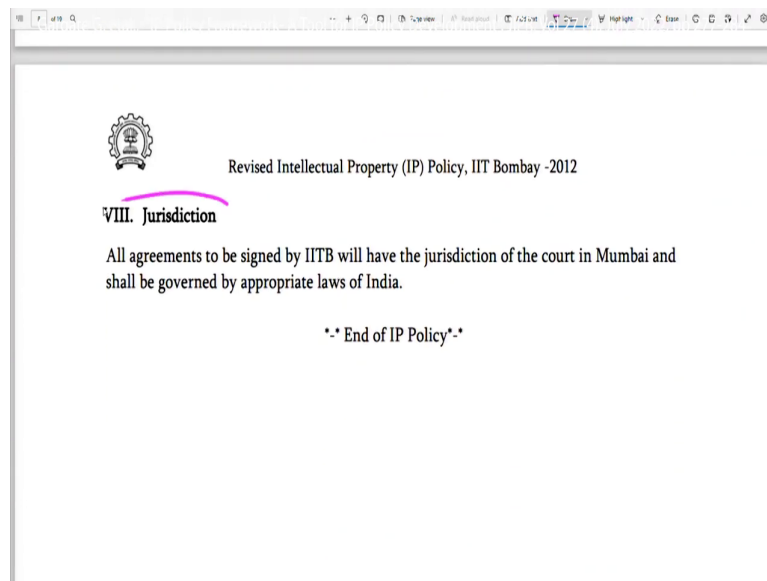
The inventor(s) are required to disclose potential conflict of interest while undertaking any IP related activity. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and / or their immediate family have in the company. An IITB license to a company in which the inventors also have a stake and management role shall be subject to the approval of the Dean R&D taking the above consideration into fact. All IITB Personnel shall be bound by the conflict of interest related policy / guidelines of IITB as applicable from time to time.

**VII. Dispute Resolution**

In case of any disputes between IITB and the inventors / creators regarding the implementation of the IP policy, the aggrieved party may appeal to the Director of IITB. Efforts shall be made to address the concerns of the aggrieved party through the appointment of a committee of experts and the verdict of the Director is final.

6

(Refer Slide Time: 20:16)



Now, this is a standard clauses actually that infringement damage, liability, indemnity. Then the conflict of interest this is covered, then if any dispute arouses what will be the procedure and here the procedure that information is given and then the jurisdiction part; obviously, Mumbai is the jurisdiction. So, this is what the information that is IP policy that is a part B is covered let us move further and we will cover now the ok cut here.

(Refer Slide Time: 20:31)



So, I guess now you are tired of going through that policy document; so, let us take a break and watch a video.

(Refer Slide Time: 20:41)



So, as madam just now said that prima facie evidence of your work is a copyright registration certificate if we have that is a very important. Another important point madam has made here that over a trademark, when you have created that particular trademark you can get the copyright over that work. And the advantages like for trademark we have to do the renewal actually after every 10 years.

In copyright you did not to do that renewal kind of activity is not required. And as we have already seen that the life of that copyright is life of the author and plus 60 years that is the scenario. So, the very important point we have to remember that it is a prima facie evidence.

So, we can just say that if suppose you are a copyright material or whatever your creation is there whatever that subject matter is there. Based on that, if your commercial activity is completely dependent on that, we will suggest you that yes you should take the certification.

So, that it will be very easy for you that once you have that one certificate from the office, it will be very easy for you to prove that yes, I am the owner of that copyright. Otherwise, there is a as per Berne convention although not required, it is not compulsory, but it is a time taking to prove that you are the owner and it may take little bit efforts for you if any unfortunate event happen.

And therefore, we have to take caution; as a caution, if your entrepreneurial activity or if your business is built up on that particular subject matter. And therefore, if you have observed, if you see the film industry or especially if movie whenever they are creating; obviously, they are taking the certification. So, that it is a prima facie evidence that yes I am the owner of that that particular work which is created ok.

Having understood that now the main part is like a registration of a copyright, where actually we face a issue that ok we know that form 14 is there it is available online, online I have to create the account I am very well aware about that thing. But actually when we start filling that form we face little bit issues actually; so, please help us how we should do that thing.

Thank you so much mam; so, yes you have said it correctly whosoever are vigilant towards their IP rights. They actually feel themselves in a handicapped situations when the scenario do come for the filling of this form which we address technically and legally we have named it form 14. And it do contain statement of particulars which we technically called SOP and statement of further particulars it is addressed as SOFP; so, both these SOP and SOFP are the parts of form 14.

Ok.

So, when an applicant wants their work, whatever the category it is whether it is a musical work or a cinematographic film, either it is a sound recording or literary dramatic, computer programs; so, these are the copyrightable subject matter. Over which an applicant claim themselves as an owner or author.

And it is quite prevalent as you yourself has said that the what is copyright and subject matter of copyright has been well addressed by you to the public at large or the target audience in this scenario. So, whosoever the applicant whether they are actually the owner or author. When they want this particular subject matter to be get copyrighted the main thing is required to actually fill a form 14 appropriately.

Hm hm hm.

It does contain 17 columns; so, each and every column is not mandate and at times it is not applicable on the nature of applicant.

Ok.

So, this is the scenario; so, the very first column is actually the registration number which is the liability and duty of the copyright office to actually duly fill it.

Right.

What happens instead of reading it, instead of technically going by it, they try to fill a number.

[FL] Ha.

They do not understand that the very first column is actually the part of office to be filled up by. From the very second column they have their information's which is actually required by office on their part to be filled up on; so, the second part is name, its address of the applicant.



So, you need to understand in these 17 columns the important are column 2, column 7 and column 11.

Ok.

So, column 7 is the author, column 11 we do address it owner of the copyright and column 2 is applicant, this is how we actually deal it.

Ok.

So, in a short span in a short way I am trying to make understand that these are the criteria's in through which after discussing these three columns. Now, it will be feasible for the public at large also to understand that what is more appropriate, I will give you a simple example you can be the applicant.

Hm hm.

While filling up the form, but I am the actual author.

Hm hm hm.

Right, so, applicant here is irrespective; the main role, the main picture revolves around the owner and the author while going through form 14. If you are the author and you are the applicant, but I am the owner and my name is supposed to be mentioned in column 11 and you being an author and applicant are

Ah.

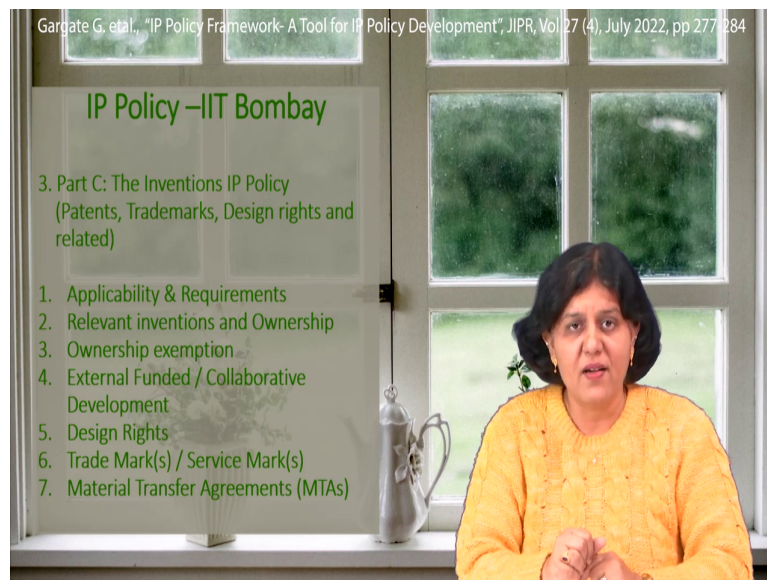
Supposed to be mentioned in column 2 and column 7, but we know that copyright is granted to the owner. So, there and no objection certificate is required by the author in favor of owner. Only then the form is supposed to be completed there are very important things which

actually people do lose up and they actually do not consider it quite important and I will tell you one more important thing.

Hm.

Before submitting an application, it is actually required by an applicant to send a notice to all the interested parties in that work.

(Refer Slide Time: 26:44)



Fine, let us move further now and focus on the next point that is a part C of the document. Now, as we have seen earlier this part C is covering the invention IP policy. So, invention IP policy in that it is covering patent, trademark, design rights and the anything which is related to this three actually patent, trademark and design rights ok. So, what it is covering here? It is

covering first applicability, next there is a it is covering the information related to the relevant invention and ownership,

Then it is covering the ownership related details, then it is covering the external if funding is there or collaborative activity is there, how exactly we are going for that particular thing, then design rights. Then we can go into details of trademark and how exactly the trademark related caution we have to take and then the last is like a material transfer. So, if biological material is there how exactly it is transferred; so, that will be covered in the seven point.

So, when we are talking about this like a first for example, applicability. So, when we are talking about this IP invention, IP policy where exactly, what are the conditions various conditions. And to because, whether you have used institute resources, whether you have not used that institute resources, what is a kind of a time utilize which time is utilized for that creation; so, all these points will be covered. So, when exactly what are the conditions when this particular policy will apply.

So, that is the first point, then second point is like a relevant inventions and the ownership actually; so, the determination of ownership actually is very important. So, what are the guidelines? Who will own that particular creation? So, that guidelines are covered in the second point. Then the next is like a what are the exemptions for the ownership? When probably IIT Bombay will not claim the right over that particular creation.

So, or what are the conditions where ownership exemption will be followed; so, that point is covered in three. Next is like a if collaborative research is there; so, suppose DRDO and IIT Bombay are coming together, they are doing the activity, who will own the rights. Or if there is a funding agency, maybe private organization, any immense is there, what will be the arrangement in that particular case. If government itself is funding; like, MO is funding, DST is funding, what is the arrangement?

So, depending on the funding agency, probability is that the process or the processes which are followed for IP management will be; obviously, different and ownership will also may be different. So, what is the arrangement, if such kind of a scenario is there; so, that we will go

into the details. Now, what we will do in this session, we will cover only first four points only, the next three points we will cover into the next session.

So, now what we will do? We will go into the details, how exactly these first four points are covered in the actual document. And try to understand how we can read that first we will read and try to understand how the issues, if any issues related to that come, how it is handled in that particular document; so, let us go into the details of the document.

(Refer Slide Time: 30:47)

Revised Intellectual Property (IP) Policy, IIT Bombay -2012

**Part C: The inventions related IP Policy**

**II. Applicability & Requirements**

This policy is applicable to all IITB personnel as defined in the overall IP policy and their range of activities such as, but not limited to, teaching, research, distance education and modules, continuing education programme, consultancy, sponsored work, collaborative research (internal and external) and the range of inventions includes patentable subject matter, trade mark / service mark, geographical indicators, design registrations, integrated circuits layout, plant varieties, materials transfer and other related necessary Confidential Information.

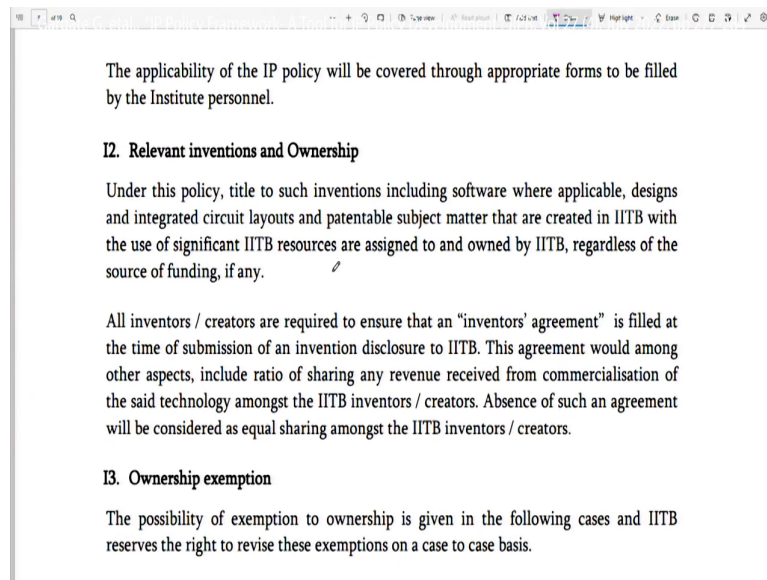
Evaluation of academic work associated with IP creation will be subject to Institute norms as applicable from time to time. Any agreement with an external agency, which requires delay in public disclosure for the purpose of IP protection, should usually not have effect for longer than three months from the time of notification by IITB to the said agency.

Know Now Trust

So, now we will go into the part C; so, in the part C you can see that there is a applicability and requirement, it is a invention related IP policy. Now, what inventions are included here? Patentable subject matter, trademark, geographical indication, design registration, IC layout, plant varieties and farmers, right material transfer and then other confidential information. So,

maybe know how is there or maybe tacit knowledge is there, if something like that is there, this all will be covered in this IP policy actually.

(Refer Slide Time: 31:24)



The applicability of the IP policy will be covered through appropriate forms to be filled by the Institute personnel.

**12. Relevant inventions and Ownership**

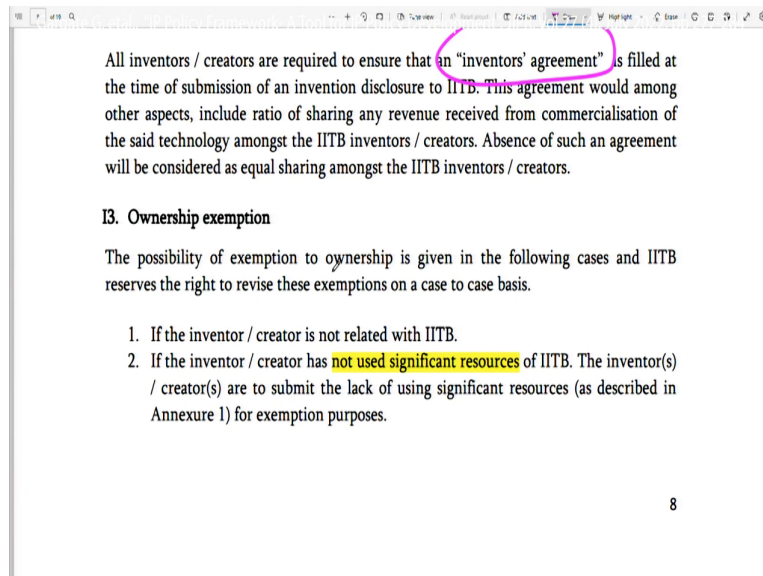
Under this policy, title to such inventions including software where applicable, designs and integrated circuit layouts and patentable subject matter that are created in IITB with the use of significant IITB resources are assigned to and owned by IITB, regardless of the source of funding, if any.

All inventors / creators are required to ensure that an "inventors' agreement" is filled at the time of submission of an invention disclosure to IITB. This agreement would among other aspects, include ratio of sharing any revenue received from commercialisation of the said technology amongst the IITB inventors / creators. Absence of such an agreement will be considered as equal sharing amongst the IITB inventors / creators.

**13. Ownership exemption**

The possibility of exemption to ownership is given in the following cases and IITB reserves the right to revise these exemptions on a case to case basis.

(Refer Slide Time: 31:34)



All inventors / creators are required to ensure that an "inventors' agreement" is filled at the time of submission of an invention disclosure to IITB. This agreement would among other aspects, include ratio of sharing any revenue received from commercialisation of the said technology amongst the IITB inventors / creators. Absence of such an agreement will be considered as equal sharing amongst the IITB inventors / creators.

**13. Ownership exemption**

The possibility of exemption to ownership is given in the following cases and IITB reserves the right to revise these exemptions on a case to case basis.

1. If the inventor / creator is not related with IITB.
2. If the inventor / creator has not used significant resources of IITB. The inventor(s) / creator(s) are to submit the lack of using significant resources (as described in Annexure 1) for exemption purposes.

8

Then you can see here the relevant inventions and ownership. So, the information is given regarding that particular thing, then they are talking about inventor's agreement, then ownership exemption actually that if the inventor creator is not related to IITB. And then, then the scenarios are shared here that if it is no significant use of IITB resources. So, such scenarios are given and then what will be the condition if that kind of a scenario is there.

(Refer Slide Time: 31:51)

Revised Intellectual Property (IP) Policy, IIT Bombay -2012

3. If IITB is not interested to take forward the disclosed invention / creation towards IP protection or through prior specific agreement.

In case of IITB not protecting an IP, the inventor(s) / creator(s) are provided with the permission to protect the same in countries of their choice.

**I4. External Funded / Collaborative Development**

For the relevant invention(s) including software, designs and integrated circuit layouts, produced during the course of a sponsored and / or collaborative activity (internal / external), specific provisions related to IP made in contracts governing the collaborative activities are to be referred along with this policy. Cases where confidential data and results are to be used by the Institute for its academic and research work, exclusive access to the relevant project members have to be provided. Relevant faculty, students and researchers who would contribute in such projects are to be duly notified of potential delay in approval for publication, academic and research related activities before accepting such project proposals. Based on such agreements as signed by IITB, the following scenarios are envisaged:

(Refer Slide Time: 31:56)

accepting such project proposals. Based on such agreements as signed by IITB, the following scenarios are envisaged:

1. IITB is the sole owner of the IP generated from the funding provided.
2. The IP generated is owned jointly with the collaborative partner having the first rights of refusal towards commercialisation.
3. In the case of a collaborative / multiple consortium based IP generation, the IP terms of such agreement is to be considered along with the policy. In the absence of any specific IP agreement in such cases, IITB follows its IP policy.
4. IITB can assign the IP generated, to the funding agency based on the nature of the technology, funding and specific applications.

Under all circumstances, IITB always reserves the right to use the IP generated for its academic and research purposes.

**15. Design Rights**

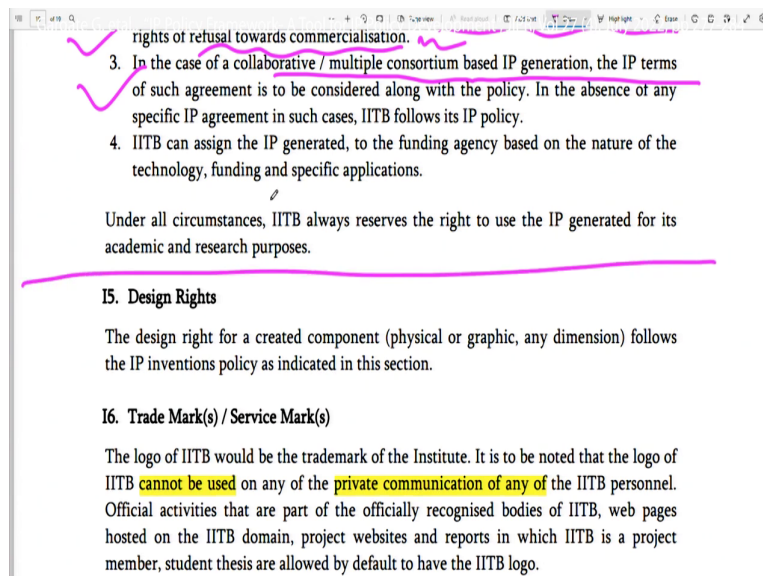
The design right for a created component (physical or graphic, any dimension) follows the IP inventions policy as indicated in this section.

**16. Confidentiality / Non-Disclosure**

Then external funded or collaborative development is there, what will be the scenario, that information is given. If it is a joint, then joint collaborative partner, then who first right of refusal towards commercialization that information is given, multiple consortium based IP generation is there that information is covered here ok.



(Refer Slide Time: 32:15)



rights of refusal towards commercialisation.

3. In the case of a collaborative / multiple consortium based IP generation, the IP terms of such agreement is to be considered along with the policy. In the absence of any specific IP agreement in such cases, IITB follows its IP policy.
4. IITB can assign the IP generated, to the funding agency based on the nature of the technology, funding and specific applications.

Under all circumstances, IITB always reserves the right to use the IP generated for its academic and research purposes.

---

**15. Design Rights**

The design right for a created component (physical or graphic, any dimension) follows the IP inventions policy as indicated in this section.

**16. Trade Mark(s) / Service Mark(s)**

The logo of IITB would be the trademark of the Institute. It is to be noted that the logo of IITB **cannot be used** on any of the **private communication of any of** the IITB personnel. Official activities that are part of the officially recognised bodies of IITB, web pages hosted on the IITB domain, project websites and reports in which IITB is a project member, student thesis are allowed by default to have the IITB logo.

So, this is particularly we have just covered and we will we have got the prepare idea about that particular thing, design right, we will see in the next session.

(Refer Slide Time: 32:34)



Now, I guess we have got the idea about this first four points and now, as we are coming to the end of this session, quiz time. So, simple quiz, simple question that wherever you are associated with, you may be a student, you may be a now, maybe doing internship, you may be doing freelancing, you may be a research organization, you may be a industrial organization.

Wherever you are associated with just try to procure this IP policy of your institute or organization and try to check if these points, whatever we have just covered or mention there or address there, just try to understand that particular thing. And in the chat box, you can write; yes, we got the IP policy, because many times what happen, many academic organizations or research organization still may not have IP policy that is a scenario.

So, do not get confused or do not get kind of a the you may feel that I am not getting that IP policy of my that organization, wherever I am associated. Maybe you can consult with your seniors, maybe the mentors, maybe professors and confirm that whether IP policy is there or not. Because it is expected, it is expected that if IP policy is there, it should be visible on the website, easily accessible to every stakeholder of the organization that is expected ok.

So, try to procure that particular IP policy and try to read that whether you are able to make a the that guidelines, whatever are there or the document which is given. Whether it is helping you to take a decisions or whether it is giving you the correct guidelines about a whatever issues probably you may face, just try to understand that thing through that policy document ok.

So, small quiz and in the chat box, it can write that yes, I got the IP policy of my organization or you can clearly write down that yes, I do not my organization do not have IP policy, no problem ok; so, you can write this in the chat box ok. So, this is about the first what we can say, the first part of the IP policy of IIT Bombay. In the next session, we will continue and cover the next points of invention policy, expression policy and we will see the annexure.

(Refer Slide Time: 35:04)



See you in the next session.

Thank you.