

IP Management and Technology Transfer
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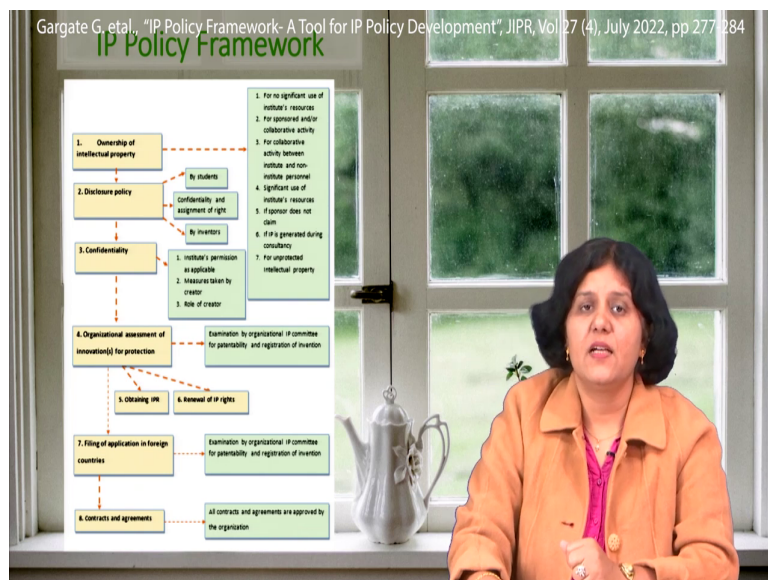
Lecture - 28
Case Study VI - IP Policy of IITB

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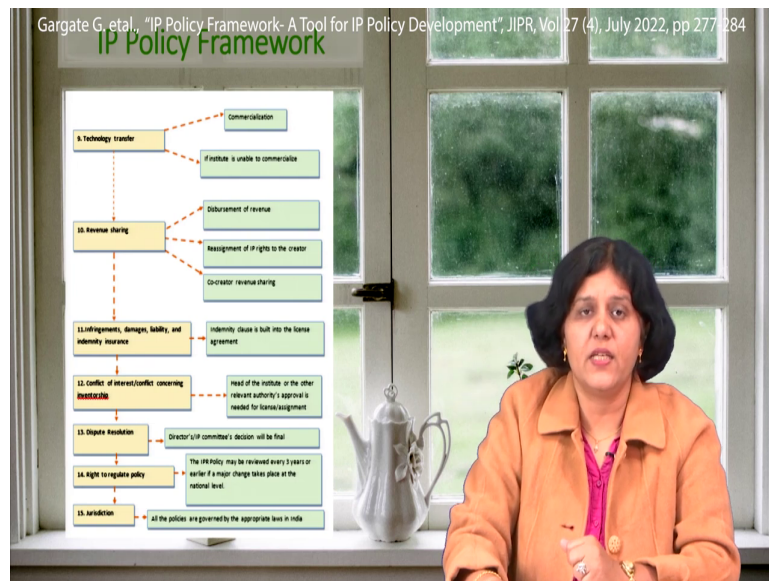
A very warm welcome into the course, Intellectual Property Management and Technology Transfer. We are discussing Intellectual Property Policy, IP Policy of IIT Bombay. Now, just to summarize actually, we can just go through the framework which we have seen actually right.

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So, you can see here the framework, we have already gone into detail of this framework; then, we have seen that yes, continuing the framework this is the complete framework we have seen.

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And then we have seen actually the five points which are covered by the IIT Bombay IP policy.

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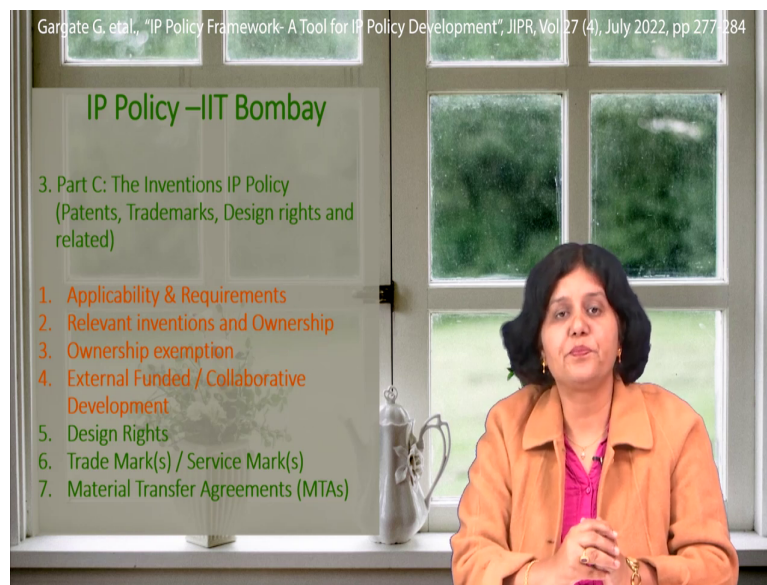
And we have seen that it is dealing with preamble, then it is dealing with actual IP policy, the summarization how exactly it is a taking the care related to IP policy issues. Then we have seen that there is a invention IP policy and then there is a expression IP policy and we know that when we say invention immediately we think of patent or design.

When we say expression immediately, we think of a copyright, because copyright and expression patent and invention, we are very clear about that particular thing. And the part E is like related to annexure which is covering mainly the different templates related to the agreement and the contracts whatever probably anybody can enter depending on the situation and scenario.

And that particular scenario they are entering, they can choose that particular template and modify that particular thing according to requirement. Now, next we have seen in the earlier

module actually we have covered in detail this preamble part and IP policy part right. And then also of that part C, we have covered a four points from that part C if you remember that is a invention policy.

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Now, we will move further actually and try to cover the parts which are covered under the invention policy. So, we have seen already that applicability and requirement and we have we have handled means we have seen the situation where ownership is exempted or we have also seen if collaborative research is there right.

It if it is a with the DRDO, if it is with DST, if it is with MOA, if it is with a private organization like say Microsoft or maybe Mahindra what kind of arrangement will be there right; so, that issues which are covered in the first four points.

Now, let us move and focus on the design rights actually. Now, when we are talking about that design rights, what exactly design is? Industrial design, when we are talking about industrial design and we know that in Indian jurisdiction industrial design registration for that there is a separate act is there. If it is a USA, it will go under a design patent.

So, now whatever design rights are there; now, for example, I can just mention here that IIT Bombay have a separate design school actually. And there most of the research is going on maybe; obviously, related to the design that product designing actually. That product designing engineering aspect is different and now this is a aesthetic aspect actually.

So, wherever industrial design protection and we know that industrial design protection is taken to the external appearance, the article which you can sell as a separate limb right. We are we are very well aware about that industrial design, what is the concept of article and when we take a industrial design protection.

Now, here what happen, lot many games gaming activities are there; so much design related activities happen. And for example, chair for example, then you can just say the some articles which are created maybe for example, if I give you the electrical appliances are there, what can be design of a fan, what can be design of the particular tube or bulb. Because, we know that such a variety of that particular appliances or articles we see right.

So, if such kind of activities there if the project is so intensive about the design creation ok; so, who will own the rights actually; so, that particular questions are answered in a design right under that particular thing, then the trademark or a service mark you can say. Now, we know that IIT Bombay itself is a we can say that logo is there, that name is there, it itself is a well known trademark we can say, but it may not be registered right.

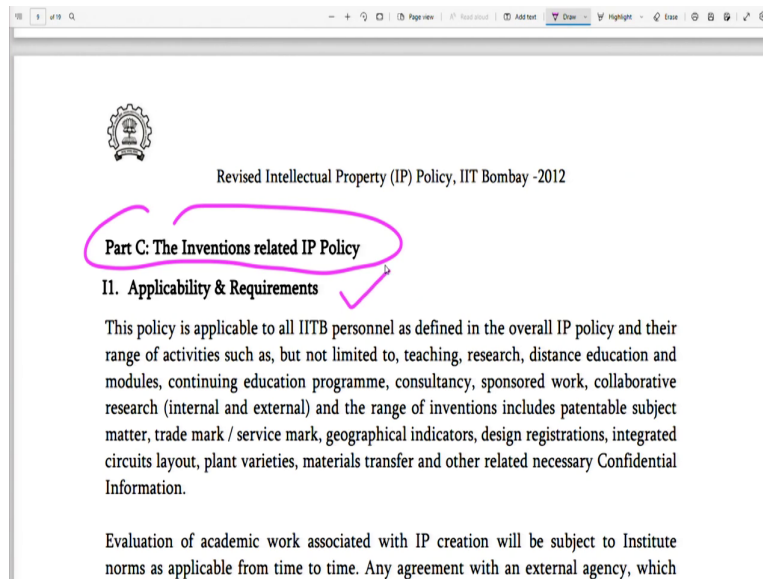
So, but still as it is a trademark actually who will own that trademark, whether I being now pass out student of IIT Bombay, whether I am allowed to use IIT Bombay trademark. Or if any faculty of IIT Bombay, he can use IIT Bombay trademark when they are doing any


personal activities what is the guideline. So, that guidelines are covered in the IP policy of a IIT Bombay.

Then the next is like a material transfer agreement. Now, this is very important, because if you are dealing with a biological material probably you are developing some new spaces. If you are dealing with microorganisms different strains or spaces especially strains we can say or if there is a intensive use of some techniques. And by human intervention if you are creating new varieties, then probability is that new creation will require protection.

And if you want to transfer that how exactly you are going to do that thing; so, that is covered under a material transfer agreement. So, design rights, usage of a trademark and a material transfer; so, what are the guidelines in the policy. So, let us go into details of the policy and we can just go and check out what exactly policy document, the wording of that policy document we will try to understand let us go ok.

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

Part C: The Inventions related IP Policy

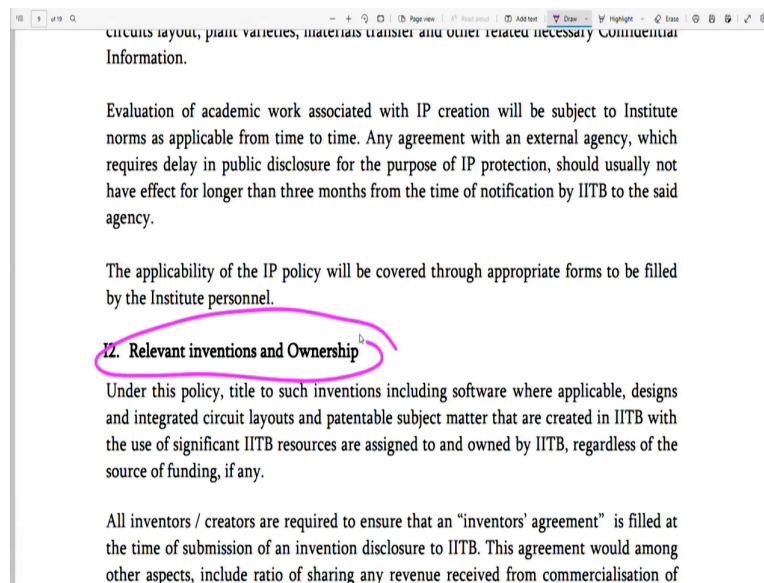
II. Applicability & Requirements

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

So, now we have to focus on this part C, in the last session we have seen about the applicability and requirement, the relevant inventions and ownership.

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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.

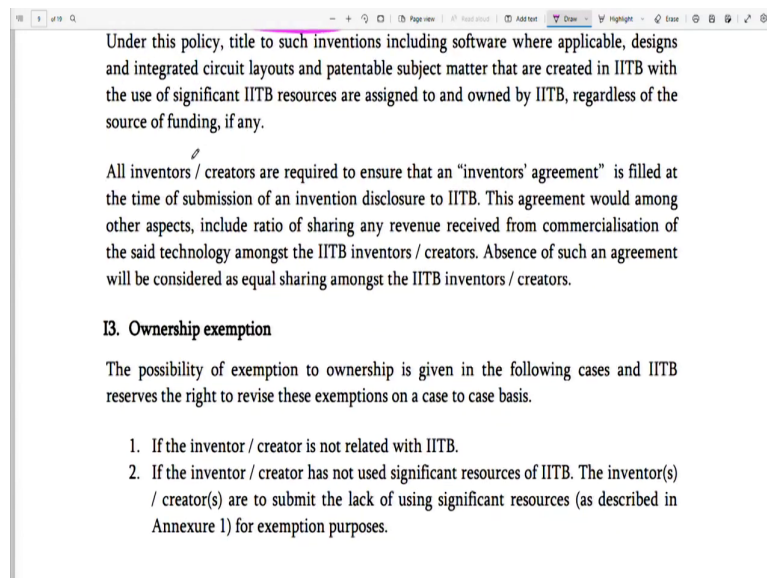
The applicability of the IP policy will be covered through appropriate forms to be filled by the Institute personnel.

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

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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.

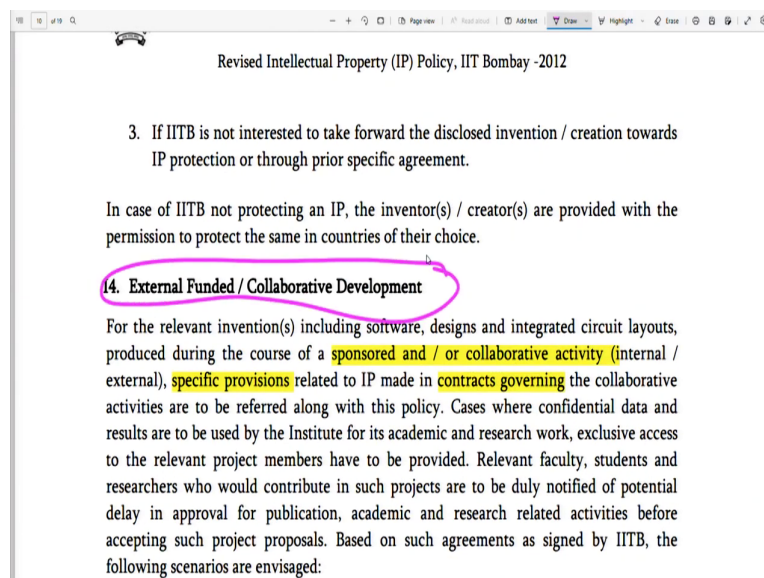
All inventors / creators are required to ensure that an “inventors' agreement” is filled at the time of submission of an invention disclosure to IITB. This agreement would among other aspects, include ratio of sharing any revenue received from commercialisation of the said technology amongst the IITB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

I3. 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.

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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.

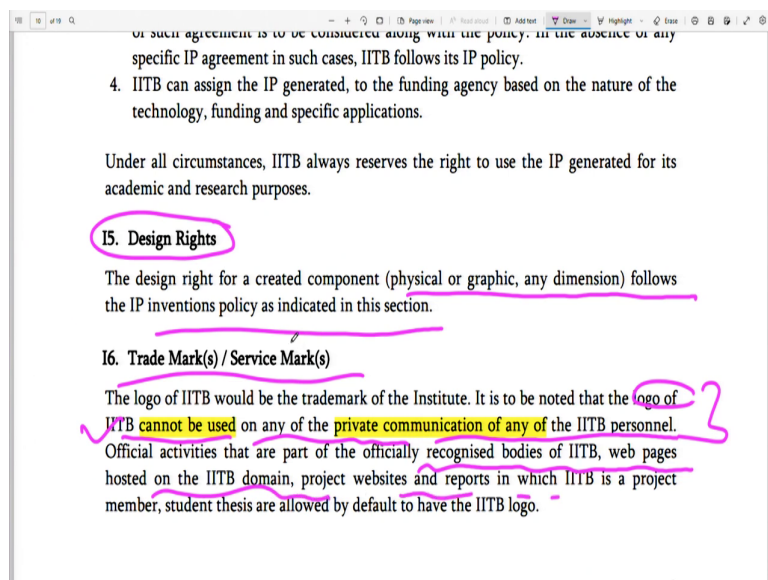
In case of IITB not protecting an IP, the inventor(s) / creator(s) are provided with the permission to protect the same in countries of their choice.

14. 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:

Then we have seen ownership exemption and we have seen the external funded or a collaborative development.

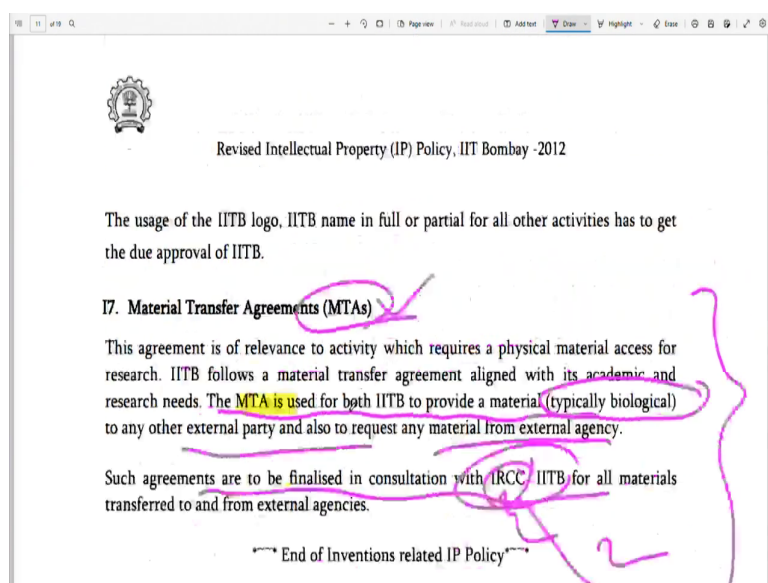
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Now, we will focus here about the design rights; so, here you can just see I read the statement. The design right for a created component, physical graphic any dimension follows IP invention policy as indicated in this section ok. Then it is talking about a trademark and service mark and it is clearly written that IIT Bombay means the logo of IIT Bombay cannot be used on any of the private communications clear cut guideline is given here ok.

Then you can also see that the that officially recognized bodies of IIT Bombay web pages hosted on IIT Bombay domain all they can; obviously, use the IIT Bombay logo ok.

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So, this is the trademark and service mark related information, then the next actually is a material transfer agreement. Now, this material transfer agreement is used for you can just see here both IIT Bombay to provide a material typically; obviously, it is related to biological material to the external party.

And if there is any request from the external agency; obviously, the material transfer agreement will be followed. And; obviously, such agreements are finalized with the it is very clear that IRCC, IIT Bombay this unit that is the IRCC will take care.

So, that information is very clear cut given so that there is no any confusion that ok I am a student, I want to procure a some species from same NCCAS. So, what procedure I should follow need not to worry; just follow this document, go to IRCC inform them that you have to

procure that particular thing, even you need not to go to that particular unit everything is online create that form.

And then then then the follow the procedure and you can complete this material transfer agreement. And then; obviously, you can proceed for that is that payments such as such system is created it is; so, easy we need not to wait for a who will be the whose permission is required.

And what exactly I have to do all these things may not worry because document is very clear about this particular thing ok. So, this is what the this is what we have just covered is a part C of the invention related IP policy ok. So, now we got the idea about the complete that invention IP policy; now, let us move further and we will focus on now the expression IP policy.


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Gargate G. et al., "IP Policy Framework- A Tool for IP Policy Development", JIPR, Vol 27 (4), July 2022, pp 277-284

IP Policy –IIT Bombay

4. Part D: The Expressions IP Policy
(Copyrights related)

1. Applicability & Requirements
2. Relevant creations and Ownership
3. Ownership exemption
4. Teaching / Course material
5. Continuing Engineering Programme (CEP) Courses
6. Quality Improvement Programme (QIP) Courses
7. Centre for Distance Engineering Education Programme (CDEEP) Courses
8. Thesis
9. Books, articles and related literary works



Now, as we have already understood that when expression is there it is related to the copyright. So, which are the points which are covered in expression IP policy that applicability and requirements same point which we have covered in invention policy. Second point is a relevant conditions and ownership, again that point related to patent and design we have covered; now, we will cover it related to copyright here. Ownership exemptions, then there is a teaching and course material is a there then there is a CEP.

CEP is actually continuing education program is there, here it is continuing engineering program is there it depends actually; so, that is a CEP is there. Then there is a quality improvement programme is there, most of the engineering colleges under AICTE have that QIP program.

So, what are the guidelines related to QIP program, then CDEEP activity is there that distance education related distance engineering education related activities whatever happening in the IIT Bombay. Who will own the IP whatever the new creation is there who will own the IP that is a copyright; so, that guidelines are there.

Then thesis which is the most important for a research scholar right; so, who will own the that ownership is with whom. And then the books and articles and so many other literally material which is created like research publications are there, monographs are there, white papers are there. So, many other things are created who is going to own that particular thing that is a very important actually.

So, all these points are covered under the copyright policy that is the expression IP policy. So, the question which generally come like ok, I am like writing the thesis now whether supervisor will own it or a student will own it or a institute will own, it who is the owner for that. Then if thesis is to be adapted into the book form, who will have the first right of a may be refusal or acceptance whatever it may be who will take a decision related to that.

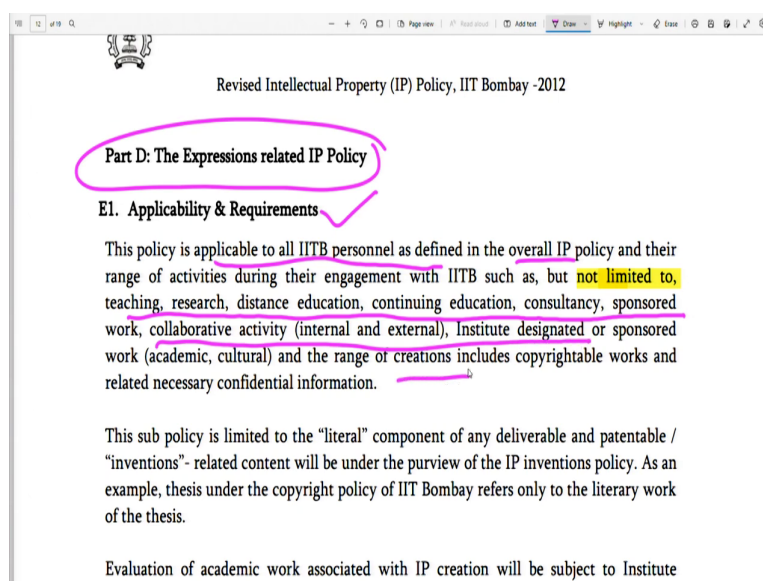
Then if somebody is creating book who will have that ownership for that particular book, if you are a student and you are writing a book, if you are a faculty writing a book who will own

that. Whether institute will own it or a student will own it or a faculty will own it what are the guidelines actually. Or you are creating that white papers, monographs who will own that or if there is a distance education program and if videos are recorded what is the policy for the copyright ownership here.

Because, once it goes online it will be spread across the world because online education does not have boundaries it will go across world; so, who will own the rights actually; so, all these guidelines are covered in the expression policy. So, now what we will do we will try to see very important points, because we cannot read whole IP policy.

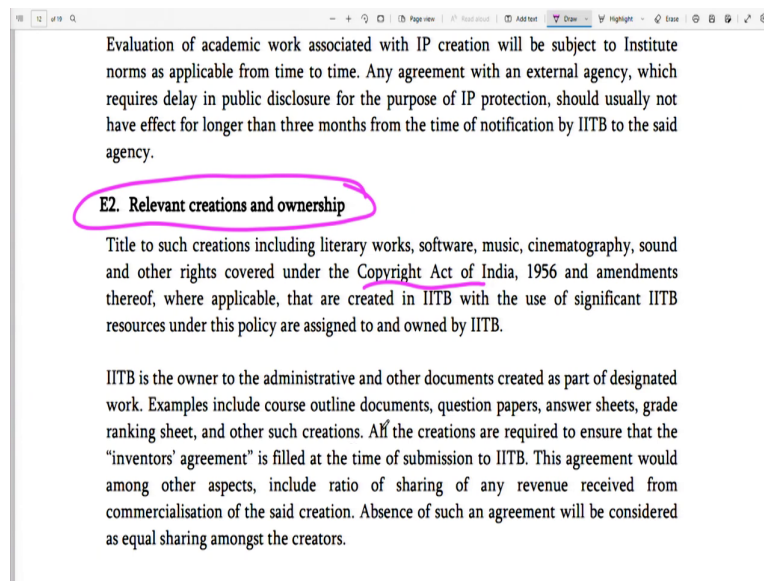
But we can just see the guiding like a very important points there and then I will share this document in the reading material folder. So, if you want to go into details of that particular document, you can read that policy document in detail ok; so, let us go and read that policy document.

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So, now we will move to the part D that is a expression, this is something which is a very important because lot of copyright is created in the academic institute. So, what exactly, again the same point applicability and requirement. So, very clear applicable to whom IITB personnel as defined earlier right in the overall IP policy. And then it is saying that ok teaching, research, distance education, continue; so, all whatever activities are covered everything is covered here ok.

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Then you can see here the next point that is a relevant creations and ownership. So, covering that copyright act which is there; obviously, according to that the procedure is followed very clearly mentioned here ok.

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IITB is the owner to the administrative and other documents created as part of designated work. Examples include course outline documents, question papers, answer sheets, grade ranking sheet, and other such creations. All the creations are required to ensure that the "inventors' agreement" is filled at the time of submission to IITB. This agreement would among other aspects, include ratio of sharing of any revenue received from commercialisation of the said creation. Absence of such an agreement will be considered as equal sharing amongst the creators.

E3. Ownership exemptions

Exemption to ownership is given in the following cases and IITB reserves the right to revise these exemptions on a case to case basis. Copyright being present by default on any material being created, the policy provides the following ownership exemptions to the

11

Then there is a ownership exemptions.

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The screenshot shows a document titled "Revised Intellectual Property (IP) Policy, IIT Bombay -2012". The text discusses copyright ownership for various creations. A section titled "Teaching / Course material" is highlighted with a pink circle. Below it, three numbered points are listed. Point 1 states that IITB acknowledges the author as the owner of teaching materials. Point 2 states that IITB gets a license to the copyright and all other rights of the content created by the creator for fair dealing under academic and research context. Point 3 states that IITB is not liable for any of the copyright violations by its personnel for the content created. The author is expected to carry out due diligence in the course of content creation. A pink bracket groups points 2 and 3, with handwritten notes "for ex" and "student" next to it. Below the numbered points, a section titled "Continuing Engineering Programme (CEP) Courses" is listed, followed by a single point stating that CEP course materials and academic course materials have different copyright clearances.

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

various creations that occur as part of IITB personnel's activities. The copyright ownership is treated separately for the various creations identified.

- **Teaching / Course material**
 1. IITB acknowledges that the author is the owner of teaching materials created for teaching purposes during author's engagement with / stay at IITB.
 2. As most of the course content is **created cumulatively** and in order to enable a wider usage and distribution of the teaching materials created, IITB by default gets a license to the copyright and all other rights of the content created by the creator for **fair dealing under academic and research context**.
 3. **IITB is not liable for any of the copyright violations** by its personnel for the content created. The author is expected to carry out due diligence in the course of content creation.
- **Continuing Engineering Programme (CEP) Courses**
 1. CEP course materials and academic course materials have different copyright clearances.

So, the information that when exactly IIT Bombay will not actually own that particular material that information is here that ownership exemptions are given. Now, the first we can just focus on this teaching and course material actually. So, very clearly say that course content is created cumulatively ok; so, it is a building up factual name.

So, here the that point is covered, then the guideline is given and then fair deal concept of copyright is covered here and the guideline is very clear. Then very important that IIT Bombay is not liable for any copyright violation by any personnel. So, suppose any faculty or a student, if they are doing maybe by ignorance or we do not know the scenario. But it is very clearly mentioned here that IIT Bombay is not at all liable for any copyright violation; so, this is very important actually ok.

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The image is a screenshot of a presentation slide titled "Continuing Engineering Programme (CEP) Courses". The slide contains a list of five points. The first point states that CEP and academic course materials have different copyright clearances. The second point states that content and materials created will be owned by the course creator, with a note that the creator, instructor, and coordinator could be the same individual or independent. The third point states that the course creator is expected to get relevant copyright clearances. The fourth point states that IITB owns the course structure, course outline, and promotional materials created for any of the CEP courses for any application or use. The fifth point states that IITB is not liable for any of the copyright violations by its personnel for the content created, and that the author is expected to carry out due diligence. Below this list is a section titled "Quality Improvement Programme (QIP) Courses" with one point stating that QIP course materials will be governed by the rules of the QIP scheme, and that in the absence of specific guidelines, the CEP policy will be applicable. The slide has several handwritten annotations in purple ink, including circles around the title, the second point, and the fifth point, and arrows pointing to the fourth point. There is also a small drawing of a person in the bottom right corner of the slide.

- Continuing Engineering Programme (CEP) Courses
 1. CEP course materials and academic course materials have different copyright clearances.
 2. The content and the materials created will be owned by the course creator. Note that that the course creator, course instructor and course coordinator could be the same individual or independent.
 3. The course creator is expected to get the relevant copyright clearances for the course materials used.
 4. IITB owns the course structure, course outline and promotional materials created for any of the CEP courses for any application or use.
 5. IITB is not liable for any of the copyright violations by its personnel for the content created. The author is expected to carry out due diligence in the course of content creation.
- Quality Improvement Programme (QIP) Courses
 1. Copyright of QIP course materials will be governed by the rules of the QIP scheme. In absence of any specific guidelines in this regard, the CEP policy will be applicable.

Then we have seen that there is a continuing engineering program or CEP activity is there also many times it is called as a in some other institute it is called as a continuing education program actually.

So, here in this case content will be created who will own that particular thing; so, that guideline is very clearly given here. But it is also we can just see here what exactly is owned by the institute that course structure, course outline and promotional material ok that will be owned by IIT Bombay very clear.

We are using the logo of IIT Bombay on that particular thing. If you are using that logo; obviously, you are giving means that ownership very clear with this particular statement. And

again, it is very clear; if it is a CEP program also, IIT Bombay is not liable for copyright violation; so, that very clearly mentioned here.

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The screenshot shows a presentation slide with a white background and a grey border. At the top, there is a line of text: "Content created. The author is expected to carry out due diligence in the course of content creation." Below this, there are two bullet points. The first bullet point is "Quality Improvement Programme (QIP) Courses". The second bullet point is "Centre for Distance Engineering Education Programme (CDEEP) Courses". Under the first bullet point, there is a numbered list with one item: "1. Copyright of QIP course materials will be governed by the rules of the QIP scheme. In absence of any specific guidelines in this regard, the CEP policy will be applicable." Under the second bullet point, there is a numbered list with three items: "1. CDEEP is a platform for outreach services. This policy applies to IITB academic courses offered in this outreach mode.", "2. Other courses offered in this mode will be governed by specific agreements on a case to case basis.", and "3. The cinematography and sound recording of the course presented through CDEEP will be owned by IITB. Any revenue generated from commercialisation of such". There are handwritten pink annotations on the slide: a circle around "Quality Improvement Programme (QIP) Courses", a line under "the CEP policy will be applicable", and a bracket on the right side of the CDEEP list. The slide number "12" is at the bottom right.

Content created. The author is expected to carry out due diligence in the course of content creation.

- **Quality Improvement Programme (QIP) Courses**
 1. Copyright of QIP course materials will be governed by the rules of the QIP scheme. In absence of any specific guidelines in this regard, the CEP policy will be applicable.
- **Centre for Distance Engineering Education Programme (CDEEP) Courses**
 1. CDEEP is a platform for outreach services. This policy applies to IITB academic courses offered in this outreach mode.
 2. Other courses offered in this mode will be governed by specific agreements on a case to case basis.
 3. The cinematography and sound recording of the course presented through CDEEP will be owned by IITB. Any revenue generated from commercialisation of such

12

Then about the QIP program, then; obviously, CEP policy will be applicable here means to avoid the reputation they have given the reference for that particular thing. Then CDEEP again, they have given the details about the CDEEP related activities probable copyright creation and then the guidelines are given according to that particular thing.

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

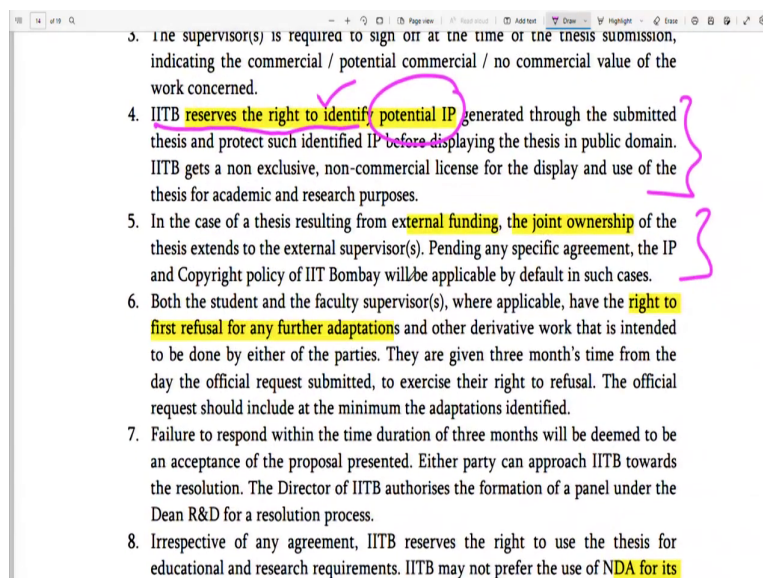
adaptations will be shared with the creators as per IITB policy as applicable from time to time.

4. All other course materials (such as slides, notes and software where required and integral part of the course) will be owned by the creator.
5. IITB gets a fair dealing to the complete course content created to be used for academic and research purposes.
6. IITB is not liable for any of the copyright violations by its personnel for the content created. The author is expected to carry out due diligence in the course of content creation.

- Thesis
 1. The student is the original creator of the thesis, fine tuned with relevant contribution of the supervisor(s) and the copyright authorship rests with the student creator.
 2. The ownership is jointly held by the student creator and the supervisor(s) concerned. The supervisor(s) can waive off their joint ownership if desired. Relevant forms will be made available for such waivers.
 3. The supervisor(s) is required to sign off at the time of the thesis submission.

Again, this notice kind of scenario is always there as a caution which is very much important we can say.

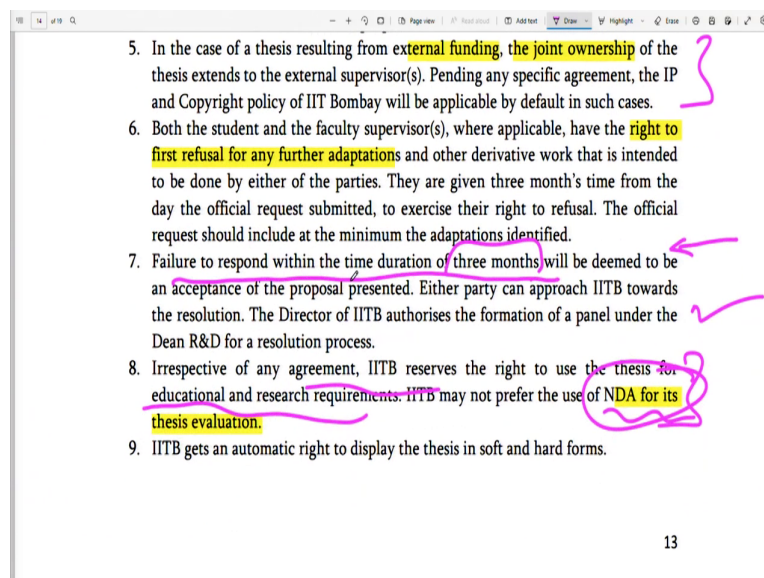
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5. The supervisor(s) is required to sign off at the time of the thesis submission, indicating the commercial / potential commercial / no commercial value of the work concerned.
4. IITB reserves the right to identify potential IP generated through the submitted thesis and protect such identified IP before displaying the thesis in public domain. IITB gets a non exclusive, non-commercial license for the display and use of the thesis for academic and research purposes.
5. In the case of a thesis resulting from external funding, the joint ownership of the thesis extends to the external supervisor(s). Pending any specific agreement, the IP and Copyright policy of IIT Bombay will be applicable by default in such cases.
6. Both the student and the faculty supervisor(s), where applicable, have the right to first refusal for any further adaptations and other derivative work that is intended to be done by either of the parties. They are given three month's time from the day the official request submitted, to exercise their right to refusal. The official request should include at the minimum the adaptations identified.
7. Failure to respond within the time duration of three months will be deemed to be an acceptance of the proposal presented. Either party can approach IITB towards the resolution. The Director of IITB authorises the formation of a panel under the Dean R&D for a resolution process.
8. Irrespective of any agreement, IITB reserves the right to use the thesis for educational and research requirements. IITB may not prefer the use of NDA for its

Now, the important thing many times means as a student you are very much interested that who is owning the thesis. So, it is very clear, student is the original creator of the thesis and then; obviously, the relevant contribution of a supervisor is there. So, the authorship copyright authorship rests with the student creator that is very clear actually.

Then they are talking about the waiver ship of rights, if it is there then that information is there. Then after thesis submission if we want to check if there is a potential IP and all that things. So, very clearly written that IIT Bombay reserves the right to identify potential IP; so, that information is given here. Then if it is a external funding what is the scenario that is covered.

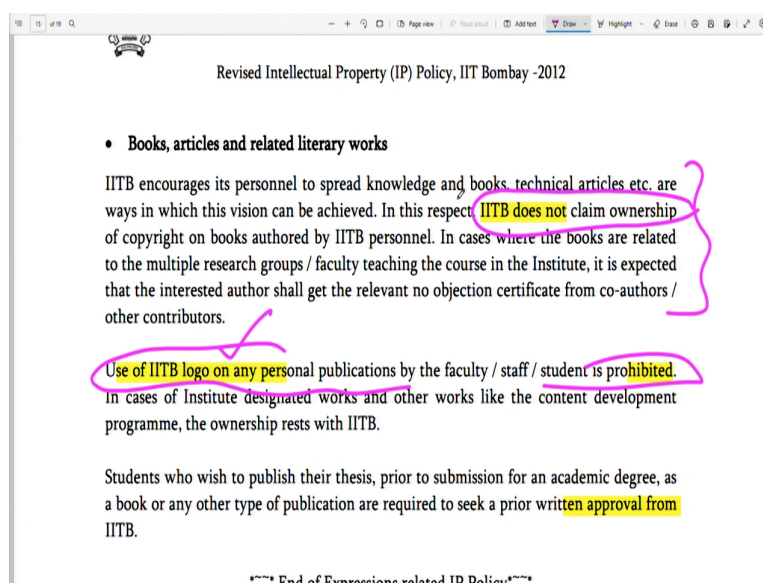
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You can just read this document in detail afterwards, because these are the minor situation probably you also might face; so, the guidelines are very clear in this document ok.

Then failure to respond in three months; so, that timeline is there; so, what action can be taken that also given here. And; obviously, the non-disclosure agreement and all, means whenever the there is a requirement of sharing of the thesis that non-disclosure agreement and all such details are covered here ok.

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So, next is like a books and articles actually; so, when we are talking about a books and articles who will own that. So, it is very clearly written IIT Bombay does not claim ownership of copyright on books authored by a IIT Bombay personnel ok. And then the rest you please read here, then about the logo that yes logo you cannot use actually it is completely prohibited. Because, it is a like a for IIT Bombay logo you cannot means use of IIT Bombay logo on any personal publication is not at all allowed ok.

So, that information is given and then it is like a the last sentence I read students who wish to publish their thesis prior to submission for an academic degree as a book or any other type of publication are required to seek a prior written approval from IIT Bombay. Because, many times what happen that there might be some potential IP and if you do this publication there is a loss not only of you.

But also, of the institute both will be in a like it is not good for both and therefore, this prior permission is a very important; so, this is a part D of the IP policy. So, now we understood invention policy, expression policy, then we have also understood the preamble ok. Now, what we will do? We will take a short break, because lot many things about this policy, guidelines, issues handling let us watch this video.

So, I will request sir that we will start with a brief introduction about industrial design; so, can you please give that brief.

Yes.

Introduction.

Yes, madam; so, industrial design recognizes the new and original features of shape configuration, pattern ornamentation, color or composition of lines when applied to some article. And when it is just at the finished state of the article its appeal to and solely (Refer Time: 21:29); so, industrial design is that category of IPR. Which focuses mainly on aesthetic characteristics which is derived from the visual impression, thank you.

So, visual and then aesthetic and industrial applicability very important points ok. Now, let us move further and we just try to understand that many times what happened people use design patent word, then they also say patent we are saying industrial design, what exactly this is?

I see; so, patent and design both are separate domain of IPR; so, patents are awarded for inventions that is new and inventive and is capable of industrial application. And designs as I already said designs registration is awarded for new and original features of shape configuration pattern or ornamentation, color or composition of lines when applied to an article.

So, in India the registration of design and the grant of patent is two different activities and that is not interchangeable words actually, but in some countries of the world design patent

word is used. So, which makes the confusion to some of the applicants that whether design patent is the patent or whether it is to be considered as design.

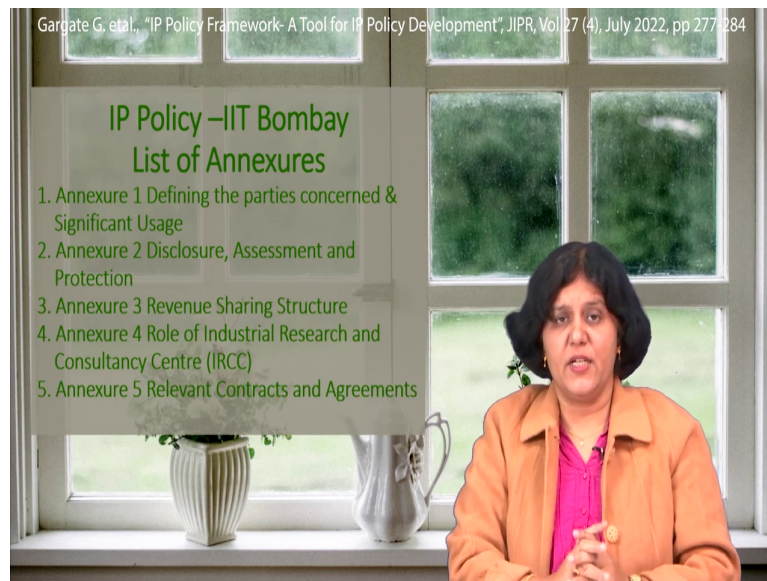
So, the name is not the main criteria, the criteria is that what is protected under the particular law. So, if it is an invention, it will be protected under patent and if it is an industrial design as per the definition of designs in the design set of India. Then it will be protected under design registration; so, that is the basic difference.

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So, now we have got the idea about the major parts of the policy and now the next part is like a last part in that document is a list of annexures ok.

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So, we have gone through the details of that particular expression policy ok. Now, we will go into the details of the different types of a agreements we can say. So, for example, annexure 1 is like a defining the parties actually who are involved that is who are involved in that particular project activity.

It may be a project activity; it may be in some academic activity whatever it may be the first part is related to that. Second part is covering the disclosure, then assessment and protection related guidelines are given.

Then there is a revenue sharing actually; so, if revenue sharing in a sense what for example. Simple example I will take, suppose I am a student and I am like a PhD student and during my PhD I have filed two patents fine. Now, I am deciding to develop a entrepreneurial

activity based on this patent. But according to IIT Bombay policy, please listen carefully ownership with the IIT Bombay.

I am the inventor; obviously, my guide is also with me as a inventor right. Now, in such scenario, if I want to do the entrepreneurial activity what is the procedure I have to follow, how I can get. Because, if I am doing the entrepreneurial activity, I will require who will write over that patent; so, I require complete transfer of right from IIT Bombay on my company name or my name.

So, whether IIT Bombay allowed to transfer it on my name or there is a specific requirement that I should form or incorporate a company then only they will transfer the IP rate what is the arrangement.

Then suppose the this is one scenario. the another scenario is like this that somebody get like because of the efforts of the IRCC, IRCC is a unit in IIT Bombay which deals with the technology transfer. And because of technology transfer officer effort, suppose your patent is transferred and IIT Bombay is generating revenue out of that. And you are getting a few you can say the lakhs out of that particular activity.

Now, how that revenue sharing will be there, how much amount I will get, how much amount IIT Bombay will get, how much amount my guide will get, what is the arrangement; so, that is the revenue sharing structure is there. So, annexure 3 is talking about that revenue structure how the arrangement is there. So, already the guidelines are there and according to that there will be the sharing of the revenue will be there.

So, we will go into detail of details of that in just few minutes we will go into details of that, we will see the document and we will try to understand what is the arrangement ok. Then next that suppose we are doing this technology transfer in short that you are you are develop some technology and you are transferring that to particular organization or maybe you are selling it, what is the role of IRCC here?

Means, how much contribution or what exactly IRCC will do; so, that we will know that this is the role of IRCC and this is my role as a inventor or this is my role as a author; author will come when? When it is a copyright; so, ok. So, as author this is my role as a inventor my role is like this; so, we should know that what is role of IRCC what is my role; so, that is covered in the annexure 4 actually.

And the next is like a and the next is like a annexure 5 where it is covering the templates whatever I have already saying that particular thing, that ok what are the; what are that contracts, what are that agreements are there. So, that relevant contract and agreement you can see the templates that probably you have to customize whenever the actual transfer or actual negotiation will happen ok.

So, case to case there will be modification will be there, but this is the template that template is given that will be followed actually so, these are the 5 annexures which are there in the policy document. And again, you can say that this is a simple way; means, if you see the policy document that five points are there that invention policy, expression policy, annexure part, preamble part and the IP policy general guidelines are there.

So, five points are covered actually and we are getting the idea right; so, that way means we are like a getting the full idea about how the policy document will be. Now, what we can do with such kind of a document? Probably if we are academic institute, probably this will be a good document for you to follow actually and based on that probably you can design your own IP policy.

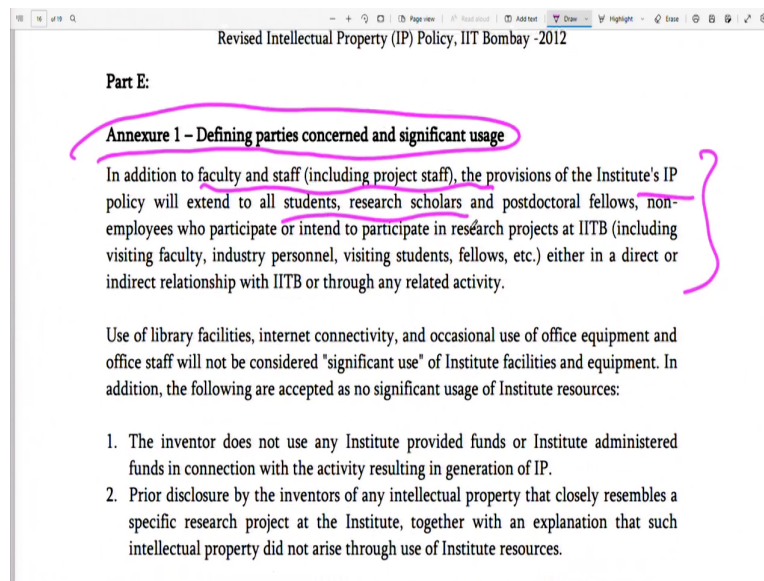
Then already in the earlier session we have covered the framework; so, you can take a help of that IP policy framework. And this case actually of IIT Bombay; if you take these two documents actually that framework the research paper related to that framework, we will host it in the reading material folder. So, that paper this policy document also we will host in the folder; so, this material and these three four sessions whatever we have covered here probably help you to design your own IP policy ok.

And maybe then expert opinion you can take later to just refine that particular or fine tune that particular document. So, that if anything is missed out, you can cover up and correct it by the correct it by the opinion of the expert. So, that way probably and even not only academic organization, if you are research organization, if you are a startup, you require IP policy.

So, there also you can think based on these points you can think what will be the policy for that startup and again one important thing. Now, policy document is always evolving actually. So, it is the evolution is a continuous process; so, case to case basis actually. If some issues come; obviously, the policy document will be updated immediately and accordingly versions will come. So, need not to worry about that ok whether I will be able to cover all points in one time in that policy not.

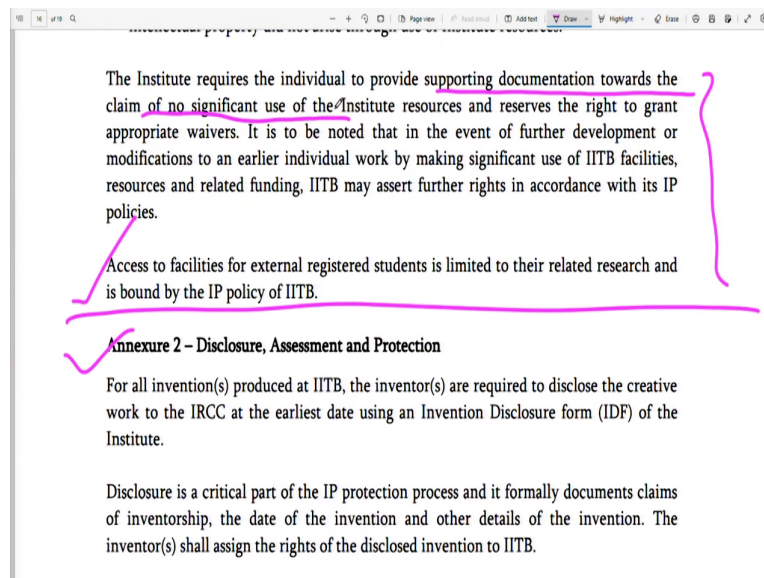
Probably you may miss some points or some points probably you come to know later. So, if this is the scenario what you have to do? You can just maybe you can add up and give the revised version and name it properly that 1.1, 1.2 or whatever that coding is there accordingly we have to code it. So, now what we will do? We will go into details of these annexures and quickly go through and check what that annexures is regarding; so, actual document we will visit now ok.

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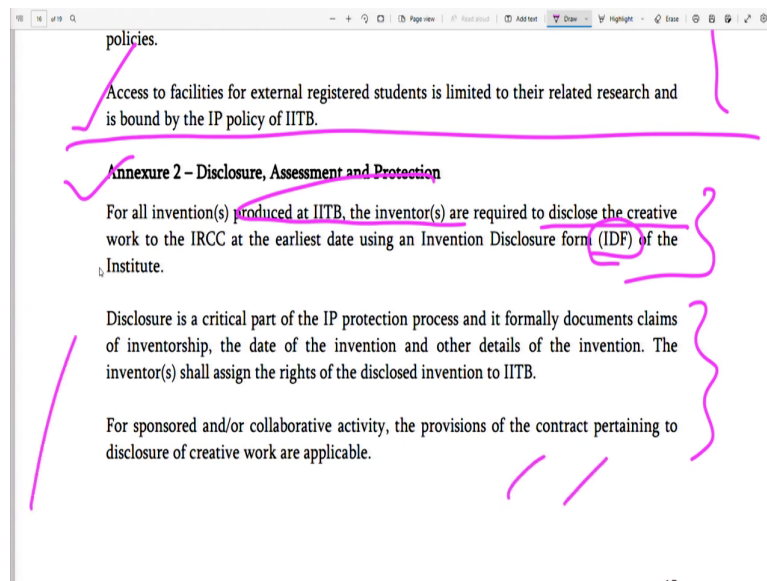
So, now we will focus on the part E like, a the annexure part of the IIT Bombay policy annexure part. You can just check here annexure 1 is defining the parties concern and significant use. And then it is covering, faculty, staff, then institute IPS will extend to students all stakeholders who are the that information is given; so, defining parties is very important. Then the significant use what is the meaning of that; so, some information is given about that particular thing.

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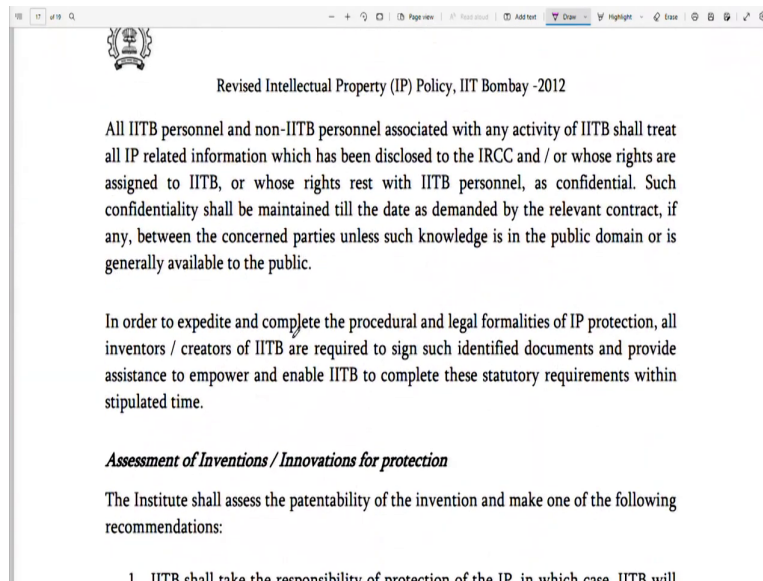
Then you can see here the facilities which are there and that information whatever is there. So, for example, institute requires the individual to provide, supporting documentation towards the claim that no significant use. So, you have to prove if you are claiming that there is no significant use; so, that guidelines are given that is a annexure 1.

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Now, next is annexure 2 regarding disclosure assessment and protection. So, for all inventions produced at IIT Bombay, inventor is required to give idea; so, that information is given here. And then what is the procedure means we say that in the model actually we have seen that there is a IP administration related activities. So, something related to that is that guidelines are given in this para actually ok.

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

All IITB personnel and non-IITB personnel associated with any activity of IITB shall treat all IP related information which has been disclosed to the IRCC and / or whose rights are assigned to IITB, or whose rights rest with IITB personnel, as confidential. Such confidentiality shall be maintained till the date as 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.

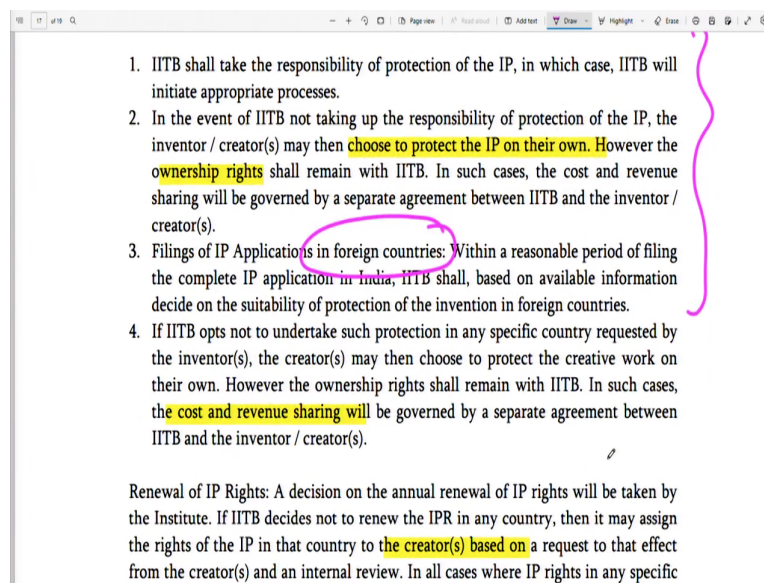
In order to expedite and complete the procedural and legal formalities of IP protection, all inventors / creators of IITB are required to sign such identified documents and provide assistance to empower and enable IITB to complete these statutory requirements within stipulated time.

Assessment of Inventions / Innovations for protection

The Institute shall assess the patentability of the invention and make one of the following recommendations:

- 1 IITR shall take the responsibility of protection of the IP in which case IITR will

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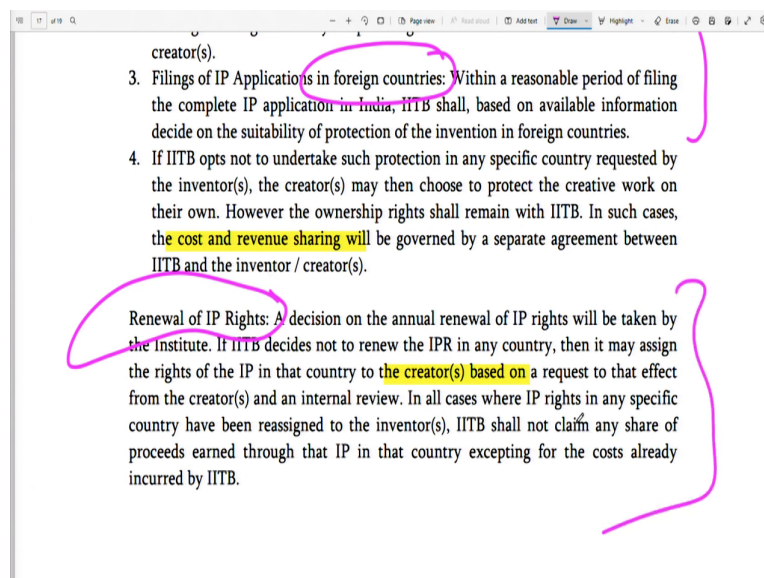
The screenshot shows a presentation slide with a list of four points regarding IP protection by IITB. Handwritten annotations include a pink bracket on the right side of the list, a pink circle around the phrase 'Filings of IP Applications in foreign countries', and a pink arrow pointing from this circle to the phrase 'choose to protect the IP on their own' in point 2. The text on the slide is as follows:

1. IITB shall take the responsibility of protection of the IP, in which case, IITB will initiate appropriate processes.
2. In the event of IITB not taking up the responsibility of protection of the IP, the inventor / creator(s) may then **choose to protect the IP on their own**. However the **ownership rights** shall remain with IITB. In such cases, the cost and revenue sharing will be governed by a separate agreement between IITB and the inventor / creator(s).
3. **Filings of IP Applications in foreign countries:** Within a reasonable period of filing the complete IP application in India, IITB shall, based on available information decide on the suitability of protection of the invention in foreign countries.
4. If IITB opts not to undertake such protection in any specific country requested by the inventor(s), the creator(s) may then choose to protect the creative work on their own. However the ownership rights shall remain with IITB. In such cases, **the cost and revenue sharing will** be governed by a separate agreement between IITB and the inventor / creator(s).

Renewal of IP Rights: A decision on the annual renewal of IP rights will be taken by the Institute. If IITB decides not to renew the IPR in any country, then it may assign the rights of the IP in that country to **the creator(s) based on** a request to that effect from the creator(s) and an internal review. In all cases where IP rights in any specific

Now, next is like a you can just see detail that assessment of invention for whether the it is suitable for IP filing or not. So, all these details; so, we know that in 15 major processes second stage is a administration IP stage actually. So, all these details you can see here regarding that. if it is a foreign filing is there what are the guidelines.

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So, everything is covered; means, whatever the questions probably student or a faculty may have that all guidelines are covered here. And then again if patent is there or the design is there who will renew that particular thing that information is also given here.

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

Annexure 3 – Revenue Sharing

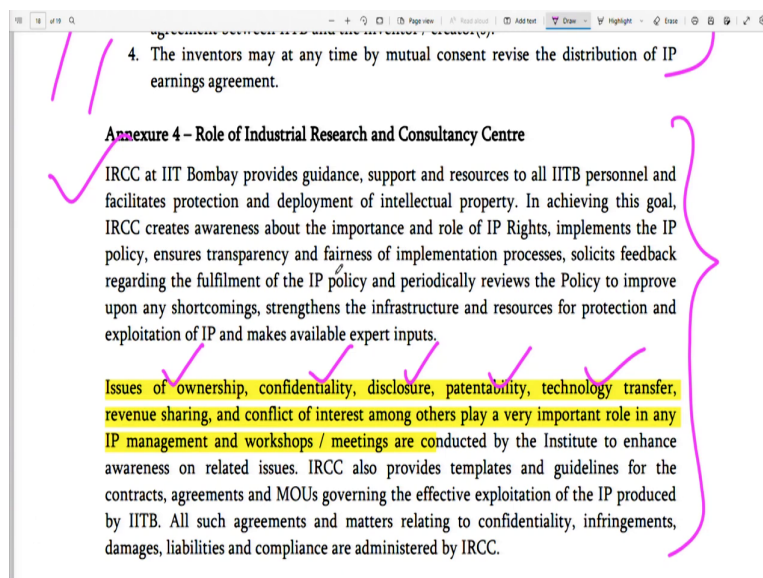
Net earnings from the commercialisation of IP owned by IITB would be shared as follows:

1. The inventor (s) / creator(s) share would be declared annually (or as revenues are received) and disbursement will be made to the inventor (s) / creator(s), their legal heir, whether or not the inventor (s) / creators are associated with IITB at the time of disbursement.
2. The revenue sharing ratio between the inventor team and IITB will be a fixed **70:30 in favour of the inventor team**. IP protection costs will be part of the license revenue sharing agreement between IITB and inventor(s).
3. Where applicable and when IITB reassigns the rights of the IP to its creator(s) for any country, the cost and revenue sharing will be governed by a separate agreement between IITB and the inventor / creator(s).
4. The inventors may at any time by mutual consent revise the distribution of IP earnings agreement.

Annexure 4 – Role of Industrial Research and Consultancy Centre

So, this is what the next that is a annexure 2 part is there. Now, the important thing IPs for wealth creation annexure three is talking about the revenue generation.

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It is very clear 70, 30 that is 70 percent with the inventor, 30 percent with the institute. So, very we can say the wonderful arrangement of a 70, 30 percent sharing you can go into details of this. Now, next is like a annexure 4 is role of IRCC; so, what you expect what expectations you can keep from the IRCC.

So, it will deal with issues of ownership, confidentiality, disclosure, patentability and so on, everything is covered here that what exactly it will deal with. So, that is the role of IRCC; so, we are very clear that if such issues are there to whom you should contact and who will give the guideline in the institute regarding this particular matter ok.

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

Annexure 5 – Contracts and Agreements

All agreements including but not limited to the following categories, for activities undertaken by any IITB personnel need to be approved by IITB.

1. Confidentiality Agreement / Non-disclosure Agreement
2. Consultation Agreement
3. Evaluation Agreement
4. Research and Development Agreement (R&DA / MOU)
5. License Agreement
6. Technology Transfer Agreement
7. Alternative Dispute Resolution Agreement
8. Collaborative MOU with University / Organisation

Dean R&D acts as the final signing authority in all categories of agreements listed above. IRCC facilitates the process of framing such agreements by way of providing templates and services through professional consultants.

And then the annexure 5 is actual that contracts and agreements. So, the list is given here and you can say that evaluation agreement, consultation agreement, then R and D agreement, license agreement, all these listings list is here. So, some categories we can say the are given here and all whatever the documentation related to this contracts or agreements is there; obviously, IRCC will take care.

So, these are the five what we can say the annexures are there and these annexures are covering the information which is very much relevant while implementing this particular IP creation and the administration; so, this is covered in the annexure ok fine. So, this this ends the document of a IP policy, again I reiterate that it is hosted in the reading material folder.

So, you can read it for a better understanding if you want to go into further into details, you can read this document. So, now we have got the idea about the complete document and we have got the idea about the complete policy related how exactly the policy document will be.

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And now we are coming to the end of the session; so, quiz time now. So, what I will suggest just in your organization, just check out if copyright is created. Suppose I will take example of book who is the owner of that book according to the organizational policy of you wherever you are associated with just find out, please find out, who is owning the right over that book ok.

And write down in the comment box below that who is the owner for the book if it is created by any stakeholder of that organization ok. With this we are coming to the end of the session, see you in the next session.

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Thank you.