

18.1 DEFINITION

Intellectual Property : Intellectual Property (IP) is an intangible knowledge product and shall mean and include all results, conclusions, deductions, inventions, ideas, improvements, discoveries, enhancements, solutions, processes, modifications, know-how, data and information of every kind and description conceived, generated, made or reduced to practice as the case may be, designs, software programmes, genetically engineered microorganisms, business models and copyrightable work, resulting from the intellectual output of the faculty, staff, students, research scholars and other employees of the College

18.2 OBJECTIVES

The objectives of this Intellectual Property Right (IPR) Policy are to:

1. Create a conducive environment in PERIT for development of IPs.
2. Provide a single window reference system for all the activities relating to IP generated through various activities carried out inside and outside on behalf of PERIT.
3. Safeguard the inventor's intellectual property and provide incentives to the investors with fair IP management and culture.
4. Provide legal support, wherever necessary / possible, to defend and protect the intellectual property rights obtained by the PERIT against any infringement/ unauthorized use.
5. Ensure that once the Inventors decide to explore the prospects of commercialization of IP, Inventors must disclose the same to the Institute, while continuing to keep the information confidential while / until patent application(s) is (are) being processed.
6. Enable PERIT to make beneficial implementation of such developed IPs for the benefit of the inventors, the College, and the Nation at large.



18.3 TYPES OF IP

The intellectual properties can be broadly listed as follows:

- a) Patent: is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something or offers a new technical solution to a problem.
- b) Copyright: is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings.
- c) Trade/Service Mark: means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colours.
- d) Industrial Design: means only the features of shape, configuration, pattern, ornament or composition of lines or colours applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.
- e) IC Layout Designs: means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.
- f) New Plant Variety: a plant variety that is novel, distinct and shows uniform and stable characteristics.
- g) Biotechnology Inventions: include recombinant products such as vectors, nucleotide sequences and micro- organisms.



h) Traditional Knowledge: The knowledge developed by the indigenous or local communities for the use of a natural resource with respect to agriculture, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.

i) Geographical Indications: means an indication which identify such goods as agricultural goods, natural goods as originating or manufactured in the territory of a country or manufactured in the territory of a country or a region or locality in that territory where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin and in case where such goods are manufactured one of the activities of either the production or of processing or preparation of the goods concerned takes place in such territory, regions or locality as the case may be.

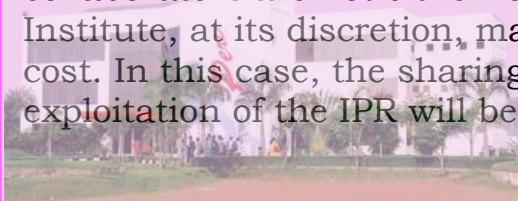
18.4 OWNERSHIP OF IP

18.4.1 Self-funded Research

All rights in respect of the intellectual property generated out of investigations carried out at PERIT making use of its resources shall vest in and be the absolute property of the PERIT except in the cases where such investigations are carried out by the inventor either jointly with other institutions and agencies or under sponsorship by an outside agency, where utilization of PERIT resources may not be evident.

18.4.2 Collaborative Research

i) Intellectual Property Rights (IPR) of inventions arising out of collaborative research undertaken jointly by PERIT with external Industries, organizations, agencies, individuals, the IP will be owned by PERIT jointly with collaborators. However, specific provisions related to IP made in contracts/agreements governing the collaborative activity shall determine the ownership of IP. The cost of IPR filing, cost of IPR maintenance and the revenue generated by its commercial exploitation will be shared by the PERIT and collaborators according to an agreed formula. If the collaborators are not either forthcoming or agreeing to share the cost, the Institute, at its discretion, may decide to file and maintain the IPR at its cost. In this case, the sharing of revenue accruing out of the commercial exploitation of the IPR will be solely decided by PERIT.



(ii) Research without using PERIT resources The Inventions created by PERIT personnel, without using PERIT resources, created outside their assigned/normal duties/areas of research / teaching and wanted to file through PERIT IPR cell shall be owned by the inventors and the revenue generated out of such creations shall be shared in the ratio of 75:25 between the Inventors and PERIT respectively.

(iii) Any IP generated when an Inventor from the person(s) employed at PERIT on regular / contractual basis for any of the academic programmes works in another Institute or company abroad/in India on EOL/sabbatical leave/earned leave, will be jointly owned by PERIT and the respective Institute/Company.

(iv) Any IP generated during UG/PG project work and PhD work, the inventors (faculty guide & students) along with PERIT will be filing for IP rights. In case, project work or PhD work or internship carried out collaboratively with external Industries, organizations, agencies, individuals, startup, the IP will be owned by the inventors (faculty guide & students) along with PERIT and collaborators.

(v) Under special conditions, case to case basis and recommendation from IPR management committee, the ownership of IP technology owned by PERIT will be transferred conditionally to inventors or Startup Company for utilizing the benefits offered by the Government to promote the innovation and Entrepreneurship culture.

(vi) COPYRIGHT As the exception, PERIT shall not claim ownership of copyright on books and publications authored by the person(s) employed on regular / contractual basis for any of the academic programmes.

PERIT shall be the owner of copyright on proceedings (hard copy or soft version) of International or National Conferences / Seminars / Technical Gatherings organized by PERIT.

(vii) If PERIT foresees a gainful return from copyrights, it may initiate steps to file and protect such copyrights and share the financial benefits with the inventor on terms and conditions of PERIT.



(viii) IPR Evaluation committee shall decide whether or where to file an IP. Once the decision to protect the creative work is taken, the Committee will provide an IPR Advisor/Patent Attorney for drafting the IP application. Inventor(s) shall provide necessary inputs to assist in the drafting of the IP application. PERIT shall bear the costs of drafting and filing Indian IP application.

(ix) If PERIT chooses to file IP applications in other countries like US or PCT (Patent Cooperation Treaty) applications, then it shall bear the cost of application and other associated costs. PERIT shall be free to enter into agreements with overseas institutions for protection and licensing of the IP.

18.5 IPR FEE

The PERIT shall bear 100% of the IPR filing fee including consultant charges. If the Intellectual Property is emerged with sponsoring/funding agency, then the filing cost will be equally shared or may be decided by the Funding Agency. If the other agency does not show interest in such process, PERIT can either continue by paying the fees for its full term or withdraw application for the patent protection, at its discretion. The IPR fees for the first seven years in all cases if the IP/patent is applied through PERIT will be borne by the PERIT.

18.6 REVENUE SHARING

Revenue accruing out of the commercial exploitation of IP (i.e. the technology transfer fee and subsequent royalty payments) would be shared appropriately between the inventor(s) and the PERIT. Currently this ratio is 70:30 [Inventor(s): College].

18.7 PUBLICATION BASED ON IP

For patentable IP, it is essential that the patent protection is filed before the publication or disclosure of it in any other form of public domain.



18.8 CONFLICT OF INTEREST

The inventor(s) is / are required to disclose any conflict of interest or potential conflict of interest. If the inventor(s) and/or their immediate family members have a stake in a licensee or potential licensee company then they are necessarily required to disclose the same. A license or an assignment of rights for a patent to a company in which the inventors have a stake shall be subject to the approval of the IPR committee taking into consideration this fact.

18.9 LEGAL JURISDICTION

As a policy, all agreements signed by the college and dispute(s) arising there from, will be subject to the legal jurisdiction of the Court of Adjudication at Chennai and shall be governed by the appropriate Rules / Laws of India.

18.10 IPR FILING PROCESS

(i) Inventor(s) has / have to submit Invention Disclosure form / Copyright Disclosure Form to IPR Cell after completing and ensuring the prior-art search in free database.

(ii) IPR Cell will call for presentation before the Evaluation Committee.

(iii) After evaluation, the qualified application will be considered for IPR filing through IPR Cell.

CONCLUSION

In all, the institution is primarily interested in promoting the skill sets of the faculty members as well as the students, towards problem solving. The sharing of the revenue is, in order to ensure that the materials that are used belong to the institution or replenished back.

