

# Intellectual Property Right Policy



**Indian Institute of Space Science and Technology**

**Declared as Deemed to be University under Section 3 of the UGC Act, 1956**

**An autonomous institute under Department of Space, Govt. of India**

**Thiruvananthapuram, India**

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## 1. INTRODUCTION

### 1.1 PREFACE

Indian Institute of Space Science and Technology, Thiruvananthapuram, Kerala (hereafter referred to as 'IIST') is an autonomous body under the Department of Space, Government of India and envisioned to be a world class educational and research institution with special focus on space sciences, space technology and space applications and thereby contributing significantly to the Space endeavours. In its mission of creating a unique learning environment built upon ethics and values and enriched by the challenges of the Space Programme, IIST is keen to nurture the spirit of innovation and creativity and thereby promote academic and research activities to address space and societal needs at large. Along with supporting Indian Space programs to be in the forefront of 'space race' by training high quality manpower, IIST ascribe distinctive value to the so-called 'invisible assets' - such as know-how, designs, inventions, products, along with other ingenious and innovative merchandises emerging during its long march towards accomplishing its goals. Hence IIST deems it to be important to formulate and circulate its Intellectual Property Rights Policy Document (hereafter referred to as 'Policy') among all the academic and non-academic staff, students, scholars, project fellows and external agencies on the practices, obligations and the rules of the Institute regarding intellectual property rights (IPR). In line with the conferred Deemed to be University status under Section 3 of the UGC Act 1956, the policy detailed in this document is expected to fulfil Institute's commitment to endorse academic freedom and provide a conducive environment for research, innovation and advancement.

### 1.2 GOALS

The primary goal of this document is to explicitly light up the IPR policies and related administrative procedures followed by IIST so that

- (a) It facilitates a highly stimulating and conducive environment for creative activities within the institute aligned towards the area of space science and technology in the broadest sense
- (b) It puts in place the norms to protect the genuine interest of faculty/adjunct faculty/ students/ project staff/ supporting staff /visitors of IIST and the stakeholders in a rational manner consistent with its vision and mission statements
- (c) It enables to set up and maintain an office to provide a comprehensive single window reference system for all IPR issues relating to intellectual property generated at the Institute and thereby build and channelize transparent administrative systems related to the ownership, control and transfer of the intellectual property created and owned by IIST
- (d) It provides guidance to the employees and students of IIST for effective commercial utilization of intellectual property generated at the Institute in the interests of all concerned, and to supervise the allocation of the accruing returns in accordance with this policy and its amendments.

- (e) To provide legal support under circumstances where the IIST deems necessary to defend and protect the interests of the Institute and creators of intellectual property against unauthorized use of such property.

### 1.3 DEFINITIONS

**Academic Freedom:** The freedom of the academic staff of IIST to conduct their own academic activities including teaching, research and development, choose their own research field, pursue independent research, work in partnership with others and communicate regarding their academic efforts in keeping with the Institute's academic mandate.

**Activity:** Activities associated to teaching, research, consultancy, generation and dissemination of information carried out by a person or an Institution independently, or collaboratively.

**Associated Agreement:** document created with joint consensus of involved parties defining the rights, roles and responsibilities of each of the parties. Examples include Memorandum of Understanding (MoU), Consultancy Agreement, Memorandum of Association (MoA), Research Agreement, Non-Disclosure Agreement (NDA), Deed of Record, Research Contract, Grant Award Letter etc.

**Externally funded project staff:** This category includes research officers, project officers, research assistants, scientific officers, and staff appointed for externally funded project work.

The handling of the rights of IP generated during the course of the project will be governed by the terms of the contract between the sponsor of the project and the Institute.

**Faculty:** A person professionally qualified to carry out teaching and research at IIST as a Full time employee, Adjunct Professor, Visiting Professor or Emeritus Professor appointed by IIST. (This definition of faculty is meant only for the purposes of this document and is not intended replace the definition of faculty in the statutes or other documents of IIST)

**Fair use:** This is the extent of copying allowed by law so that copyright shall not rigorously control the progress of human knowledge. Limited portions of a work can be copied without the rights holder(s)' permission for non-commercial and academic uses and exists only in the case of copyright and does not apply to patents.

**First Party:** Indian Institute of Space Science and Technology, Thiruvananthapuram (IIST)

**Intellectual Property:** The term "intellectual property" used herein (hereafter referred to as IP) broadly means any property generated out of the intellectual effort of the creator, either having proprietary value or is protected by statute (refer to categories of IP in Section 2).

**Institute research associates:** For the purposes of this policy IIST research associates will be treated at par with academic staff.

**Inventor(s):** A person or a group of persons responsible for creating an IP. In case, creation of IP is associated with more than one inventor, one of them, from IIST, would function as the *lead Inventor*

**Material Transfer Agreement (MTA):** The contract that governs the transfer of tangible research materials from IIST to another organization, when the recipient intends to use it for his/her own research purposes.

**Non-Disclosure Agreement (NDA)/Confidentiality Agreement:** The agreement intends to protect proprietary or confidential information among the parties involved in executing a NDA.

**Project staff:** A person employed temporarily on a contract under a research project, consultancy or any other activity carried out by IIST

**Revenue:** The amount derived from the technology transfer and commercialization of IP (by the inventor if commercialized by the inventor or by IIST if commercialized by IIST), net of taxes, expenses (which may be carried forward from year to year to offset gross revenue) incurred in the IP protection, maintenance and commercialization, and includes, without limitation, proceeds from royalties, profit-sharing, lump sum payments, and sale of rights as applicable.

**Second Party:** Faculty, Students, Supporting staff, and Project staff of IIST

**Sponsor:** An entity, Government, quasi-government, non-government or private, either national or international which funds the research/study/survey conducted at or by IIST and its faculty

**Student:** A person who has registered/enrolled as full-time student, part-time student, visiting student, or exchange student from other universities/colleges spending specific time in IIST for academic/research programs and leading to a degree at the Institute.

**Supporting Staff:** A person employed full-time or part-time by IIST to support the research, development, teaching and other supporting activities

**Space Technology Innovation and Incubation Centre (STIIC):** This unit is a part of the industry interface of IIST to promote partnership with space technology entrepreneurs and facilitate start-up companies at IIST.

**Third Party:** Any governmental or non-governmental body with whom the First or the Second Party interacts for any activity with/without exchange of consideration in cash or kind.

**Visitor:** A person either from India or abroad visiting IIST under a collaborative activity or associated work at IIST. It is mandatory that the visit is approved by competent authority of IIST

**Work Commissioned/Outsourced:** Work made-to-order by IIST to an Inventor or group of inventors either employed by IIST or from outside IIST with or without any consideration in cash or kind. Typical examples of IIST commissioned works include: Artistic work, Engineering/Architectural Models, Computer Software, Design work, Survey/analysis report, Video works and work of similar stature.

**Work for hire:** A work (or a product) originated from IIST and is meant for the specific purpose of IIST and created by (i) an inventor during his/her tenure at IIST or (ii) non-employee under contract work hired by IIST.

## 2. CATEGORIES OF IP AND OWNERSHIP

Intellectual property is unique due to its intangible nature and denotes the specific legal rights, and not the intellectual work itself, and hence it is important to be aware of the categories and how they can be protected and, in due course, how to benefit from them. According to traditional categorization IP comprises Industrial property and Copyright. Industrial property includes patents, trademarks, industrial designs, and geographic indications of source. Categories of IP and the policies on its ownership to be followed by IIST are as follows.

The intellectual properties include (but not limited to):

- 2.1 **Copyrights:** Copyright laws allow products of creative human activities, fixed in a tangible form, to be preferentially exploited and thus incentivized. As a policy, IIST will not own the rights in copyrightable works such as books, articles, monographs, lectures, speeches and other communications produced by the staff in the course of research and teaching using Institute resources. Also included in this category are anthology, popular novels, poems, musical composition, other works of artistic imagination, etc. and it is highly advisable to keep IIST informed about such creations. The revenue generated (if any), from such activities must be reported to IIST as per the existing rules of income from other professional activities/sources. Ownership of copyright of all copyrightable work shall rest with the author(s) with the following exceptions:

- 2.1.1 IIST shall be the owner of the copyright on all teaching/training materials developed by the Institute personnel as a part of any of the academic programs at the Institute. However, the authors shall have the right to use the material in her/his professional capacity. Further, the Institute shall not claim ownership of copyright on books and publications authored by the Institute personnel.
- 2.1.2 The student and his/her supervisor(s) will jointly have the ownership of copyright in the thesis / dissertation / project report written by a student.
- 2.1.3 IIST shall own the copyright of work produced by non-Institute personnel associated with any activity of the Institute with the intellectual contribution of IIST personnel. However, the authors shall have the right to use the material in her/his professional capacity.
- 2.1.4 IIST shall own the copyright of work, including software, created by the IIST personnel with significant use of Institute resources. IIST may also demand

assignment of the copyright in whole or in part depending on the extent of Institute-supported resources used in producing the copyrightable work.

- 2.1.5 If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IP, made in contracts governing such activity, shall determine the ownership of copyright.
- 2.1.6 Any copyrightable work generated as a 'work for hire' will belong to IIST as per the terms of the original contract.
- 2.1.7 Where copyright has not been assigned to IIST, the Institute will be entitled to a non-exclusive, non-transferable license to use the material/work within IIST for non-commercial educational and research purposes, or to possess a limited number of copies for such purposes, whichever is appropriate.

## **2.2 Patents:**

This section refers to IP for which a patent can be filed or is protectable by confidentiality agreements.

- 2.2.1 IIST will not require to be assigned to it the IP created by the inventor(s) where there is explicit use of usual Institute resources only.
- 2.2.2 IIST will require to be assigned to it such IP as is created by the inventors through the use of Institute-supported resources. In such case, the Institute will take steps to commercialise the property through patenting or agreements.
- 2.2.3 In case where a patent is being applied for, the inventor(s) shall agree to maintain all relevant details of IP secret and confidential until the patent application is filed. In the case of protection through confidentiality, the details shall be kept undisclosed and confidential as long as the IP holds a commercial value. The inventor shall furnish the required additional information and execute relevant documents from time to time as may be requested by IPR office for effective protection and maintenance of proprietary rights of IIST in the IP.
- 2.2.4 The inventors of IIST-owned IP shall retain their right to be identified as such unless they specifically waive off this right in writing to the IPR Committee.
- 2.2.5 The IP created through sponsored research where the sponsor does not claim IP rights.
- 2.2.6 Royalty accruing or any type of payment received from the commercialisation of the IIST-owned IP will be shared between the Institute and the inventors vide section 4.7.
- 2.2.7 IIST shall be the sole owner of the IP if it has been developed:

- (i) either exclusively with the use of funds / facilities provided by IIST or with joint funds/facilities of IIST and external agencies but without any formal associated agreement
- (ii) using external funds / facilities, including, that of sponsored research and consultancy projects without any associated agreement
- (iii) under contract agreement including “work for hire”, work commissioned and /or outsourced by IIST
- (iv) over a period of time with contributions from different individuals of/for IIST such that it is not assignable to an individual or a specific group of identifiable contributors
- (v) pursuant to a written agreement where the ownership has been transferred to IIST

2.2.8 Third party(ies) can own IP (exclusively or jointly with IIST) if it has been developed:

- (i) with funding from Third party(ies) including sponsored research, consultancy projects and other collaborative activity(ies) with a formal associated agreement.
- (ii) without external funding from third parties under collaborative project(s) or activity(ies) with Third party(ies) with associated agreement(s)
- (iii) out of the work carried out by IIST faculty/student/project staff/supporting staff during their visit to a third party institution/organisation.

2.2.9 Sharing of IP in case of sponsored research/collaborations/consultancy projects shall follow the following guidelines

- (i) If the funding agency allows IIST to own the IP, then IIST may share its rights with other third party(ies) subject to their respective contribution.
- (ii) In case of funding provided by an agency of Government of India, the ownership of IP shall comply with the ownership clauses defined by the funding agency at the time of approval of activity(ies).
- (iii) In case of funding provided by a non-government agency, there shall be sharing of ownership between IIST and funding agency. This would be based on relative contributions of parties involved, and any background IP with respective parties may also be considered during such decisions. However, IIST may also consider a waiver of joint ownership based on recommendations of the involved Inventor(s) or the Lead Inventor based on the appropriateness of compensation provided to IIST.

(iv) An explicit agreement defining the ownership of IP generated shall be made and followed in the case of a multi-country/multi-institutional collaborative project.

(v) IP ownership involving indigenous biological material generated from a collaborative activity with foreign institutions should invariably take into account restrictions as per the prevailing 'Biological Diversity Act 2002' of India.

2.2.10 The Inventor(s) can own the IP if:

None of the situations defined above for IIST or Third party ownership applies, and the IP is unconnected to the inventors' engagement (job responsibilities) with IIST. For faculty and staff, the engagement implies tasks associated with his/her employment. It is also expected that the person concerned would have pursued these activities outside of normal working hours of IIST.

**2.3 Trade/Service marks**

IIST is keen to protect trade and service mark for goods and services generated using institute resources and will own such trade/service marks.

**2.4 Industrial designs**

IIST will protect industrial designs, under the Design Act of 2000 and will retain exclusive right to make, sell, and use articles that exemplify the protected design, unless otherwise specified in a contract agreement.

**2.5 IC layout designs (topographies)**

IIST will protect layout-designs that are the result of its inventor's own intellectual effort and are not conventional among creators of layout designs and manufacturers of integrated circuits at the time of their creation and will own all rights pertaining to the same.

**2.6 Traditional knowledge and Geographical Indications**

IIST asserts that it stands by the national laws on biodiversity and traditional knowledge. While securing any IP using traditional knowledge, the inventor(s) has/have to safeguard the provisions under the national laws on biodiversity and traditional knowledge.

**3. ADMINISTRATION OF IPR POLICY**

IPR policy shall be equally applicable to all IIST personnel, as well as non-Institute personnel associated with any Institute activity including, but not limited to, outcomes of research, consultancy or continuing education programmes, and covers various classes of IP – Copyright,

Patents, Designs, Integrated Circuit Layout, Trade Marks/Service marks, Trade Secret and undisclosed Information.

### **3.1 Legal status of IPR policy**

IPR policy shall be applicable to all employees from the date notified by IIST. Any alterations (addition, insertion and / or deletion) in this policy will be effective only after deliberations and following the unanimous decision of IPR and Incubation Cell Monitoring (IPR&ICM) Committee in IIST. Any such changes would be effective for inventions and other research outcome arising out in the future and will not operate retrospectively. The powers and responsibilities to amend and implement the Policy by various bodies are as follows.

#### **3.1.1 Powers to Amend IPR Policy**

IIST, through its Governing Body (GB), Governing Council (GC) /Board of Management (BoM), has the full authority to amend the IPR policy and/or draw out a new policy as and when it is felt necessary. This can happen in line with changes in policies of government or as a consequence of other national or international developments including treaties and legal judgements. The changes in the existing policy or the new policy shall be applicable to all faculty/students/supporting staff, project staff and visitors.

#### **3.1.2 Responsibility to Formulate/Amend Procedures and Practices for IPR Policy Implementation**

IIST, through its Director, will have full powers to formulate and amend administrative mechanism from time to time in view of the changing needs including establishing administrative bodies, defining terms of reference and responsibilities and entrusting role and responsibilities to various individual(s)/existing bodies for evolving comprehensive procedures and to facilitate implementation of the IPR policy of IIST.

#### **3.1.3 Appeal Procedure**

In case of any conflict over ownership of IP, grievance related to processing of IP proposals or procedures adopted for implementation of IPR policy and interpretation of the clauses of IPR policy, any aggrieved person can appeal to the administrative body formed for the purpose. However, under any circumstances, if the appellant is not contented with the decision of the administrative body, he/she can appeal to the Director of IIST, whose decision shall be final.

#### **3.1.4 IP Infringement**

In case of abuse/infringement of any IPR rights such as patent such as patent infringement by IIST faculty /student/project staff/ supporting staff/visitor or any third party infringing upon the IPR of an IIST inventor, IIST would set up an appropriate administrative body which would conduct a preliminary investigation on the matter and make recommendations to the Director for the

resolution of the matter. In case of any third party infringing upon IPR of IIST, the above administrative body would investigate the matter and make recommendations to the Director including the requirement of any legal course of action.

## 4. TRANSFER AND USE OF IP

### 4.1 Introduction

An invention to be beneficial for the public/stakeholder requires it to be transferred successfully through technology transfer and marketed. Through technology transfer, IIST aims at the commercialization of its inventions to bring monetary benefits to the inventors, agency supporting the inventions, to itself and also the country. In doing so, IIST recognizes the complexity, risk and expenditure involved in the process. The common forms of IP commercialisation are Licencing, Assignment, Franchising, Joint venture and Spin-off, among which Licencing / Assignment is the most practiced ones. A licensing agreement is a partnership between an IPR owner (licensor) and another who is a uthorized to use such rights (licensee) in exchange for an agreed payment (fee or royalty). In the case of assignment, an irrevocable transfer of ownership of IP from the assigner to the assignee is made. Joint ventures (JVs) aim at the further development and/or commercialisation of intellectual assets, through a separate legal entity or in project collaborations. In both cases, the participating entities will license or assign the IP for it to be used for the scope of the JV. Even though JV practices are widely found in industry sectors, in case of a requirement, IIST can proceed with the same with approval from competent authority. Spin-off (spin-out) is intended as a separate legal entity which act as a fundamental mediator between the research environment and industries. IIST may transfer or license to spin-off company the IP concerned so as to facilitate the spin-off to commercialise it, subject to clearance by competent authority. Also, proprietary know-how generated by IIST and its transfer and use is also be covered by this policy.

### 4.2 Material Transfer Agreement (MTA)

Material Transfer Agreement constitutes a non-exclusive license to transfer the rights of tangible research materials between two parties, when the recipient intends to use it solely for a stated purpose. In case NDA does not cover material transfer clause, an appropriate MTA shall be signed between the donor and the recipient of the material regarding the use of the subject material.

### 4.3 IP Licensing and Assignment

Licensing IP to a third party is the most common modality for technology transfer and subsequent commercialization which can be done in one or more of the following modes:

- Exclusive licensing: The use/exploitation of the licensed IPR is restricted to everyone but the licensee. After granting an exclusive licence, the licensor is not generally permitted to continue using the IP within the territory of exclusivity.
- Sole licensing: A sole licence is an exclusive licence with the exception that the licensor is entitled to continue using the licensed IP within the territory of exclusivity. In such case, the licensor generally retains the right to use the IP.
- Non-exclusive licensing: In this category, the licence can be granted by the licensor to as many licensees as desired within a specified territory. A common example is the commercial software which are typically licensed on a non-exclusive basis. Non-exclusive licencing offers the advantage that the same IP may be used by different licensees for same or different purposes.
- Sub-licensing: A grant by a licensee of some or all of the rights it obtained from a licensor or in short the (head) licensee becomes the (sub) licensor. In doing so the licensee can usually, at a maximum, only confer the rights the licensee received. Being one of the murky topics in licensing, IIST IPR Cell will review the applications for sublicensing in detail before any action in this regard.
- Assignment: IP assignment agreement (IP Transfer Agreement or Rights Agreement) is a form of contract between the owner of IPR (assignor) and the intended recipient (assignee) with an exchange of value (consideration) between the assignor and assignee.

Given the nature and span of research and development taking place at IIST, a large segment inclined towards space science and technology, and the diversity of the emerging IP thereof, each license agreement may be unique to a considerable extent, to the technology being transferred. The following guidelines are, in general, applicable to license agreement with a Third party:

- i) No entity (other than Department of Space) shall be granted exclusive right for the development/commercialization of intellectual property owned by IIST. However, assignment of IP by IIST to another party may be practiced in cases if the IP created distinctly accrues benefits to the society at large.
- ii) Granted exclusive rights, if any with respect to a particular IP should be for a stipulated period to avoid the probability of no-use/misuse.
- iii) Wherever applicable, it should be ensured that the licensing process does not restrict the research/publication rights as well as incorporation of necessary material in the thesis/project reports of the associated student inventor(s).

- iv) IIST and its inventors should be protected and indemnified from all liability arising from development and commercialization of a particular IP.
- iii) A license agreement, when made, should clearly specify whether sub-licensing is permitted or not, and even if permitted, whether the consent of the licensor is required for the same or not.
- iv) In case an Industrial Partner has sponsored the activity leading to IP, the industry will have the first right to commercially utilize the technology know-how emanating from the collaboration activity only if it has been pre-specified in the agreement between IIST and industry partner in advance.
- v) Whether the invention or technology or know-how has been formally protected by patent(s) or not, the IPR & ICM Cell and IIST inventors/Faculty can jointly identify potential licensee(s) or transferee(s) for the same subject to the Revenue sharing mechanism as provided under Section 4.9.
- vi) In the event of an Industry not undertaking the commercialization within a period of two years from the first date of license or transfer of the technology, IIST reserves the right to transfer the said know-how to a Third Party for its commercialization and use.
- vii) In the presence of any non-commercial collaborating research organization which has contributed to the development of technology know-how, then IIST shall have the sole right on the Revenue from such commercialization unless agreed otherwise before the commencement of the project.

#### **4.4 IP Licensing and Assignment for Start-Up Ventures Involving Inventor(s) from IIST**

To promote commercialization of IP registered and owned by IIST, inventor(s) of such IPs shall be encouraged to promote a start-up company (as per the guidelines established by IIST) and thereby developing a business proposition leveraging the IP under consideration. If the invention holds potential/was developed exclusively for space application, the start-up can be accommodated (after due review by experts from ISRO/DoS) at the Space Technology Innovation and Incubation Centre (STIIC), if desired by the inventors. The approval for either of these shall be granted only after critical assessment of the Business Plan as per applicable procedures of IIST. The start-ups in the specified instances shall be licensed IPs owned by IIST on a limited exclusivity basis initially for a period of 3 years.

The licensing fee may be decided depending on the nature of funding available for such a venture including the possibility of making the knowhow/technology available even without any license fee. However, all such licensing should be accompanied by an appropriate agreement between the involved parties and a monitoring mechanism would prevail, the

responsibility of which is with the IPR and ICM committee. During the stipulated exclusivity period, the start-up shall have 'no rights to sub-license' to any Third party, unless specifically admitted and agreed upon by IIST. Once the start-up company demonstrates the commercial viability within the limited exclusivity period, there shall be revisiting of the license agreement so as to modify it into exclusive over an extended period with a royalty consideration, the quantum of which shall be determined by IIST.

Under circumstances in which the start-up fails to achieve commercial breakthrough within the allotted period, the exclusivity of the license to the start-up shall be forfeited.

#### **4.5 Policy for the Use of Name of IIST and Trademarks Owned by IIST by Third Parties**

The IPR and ICM cell and the inventors have the responsibility to ensure:

- the accuracy of any association with IIST claimed by third parties
- that the activities with which IIST is associated through third parties maintain standards consistent with the Institute's mandate.

#### **4.6 Policy Related to Transfer of Biological Resource and Associated Knowledge**

As embodied by The Biological Diversity Act 2002 of India, IIST is committed to conservation of biological diversity, sustainable use of its components and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto. The Act legalizes and restricts the access to Biological resources of the country by non-citizens, non-residents as well as a body corporate, association or organization not incorporated or registered in India and prohibits such persons/entities from commercial utilization or for bio-safety and bio-utilization of any biological resource occurring in India. The transferring the results of any research for financial consideration or otherwise to such persons/entities should invariably acquire prior approval of the National Biodiversity authority (NBA).

#### **4.7 Sharing of Revenue between IIST and Inventor(s)**

For the purpose of this section, Revenue means all the financial benefits arising in connection with a single project or endeavour in excess of the direct commercialization costs incurred, including but not limited to costs of securing legal protection and third party IPRs, the enforcement and commercial exploitation of the IP. Such costs will be retrieved prior to any revenue sharing/distribution taking place. The revenue arising out of licensing of IPR/technology/know-how/royalty/or any other form of benefit sharing in favour of IIST shall

be allocated according to the following ratio and the institute deserves the right to decide on the appropriateness of the ratio on specific cases.

- IIST Share - 40%
- Inventor's share - 60%

In case of multiple inventors involved in the creation of IP, the inventor share of the Revenue will be divided in the ratio of 50% to the Lead inventor and the remaining 50% shall be shared among other inventors unless there is a signed written agreement which states otherwise. If two or more parts of IP are combined in a single project or venture, then the distribution of Cumulative Net Financial Benefit to the contributing parties must be decided in an agreement and disclosed before the start of the commercialization process.

#### **4.8 Responsibility of the Inventor and/or IPR & ICM Cell**

- (i) The lead inventors/faculty should strictly maintain the confidentiality of the invention under the consideration of IPR protection. Whereas the measures of obtaining IPR protection are in progress, sending abstracts to conferences, research articles to journals and other public domain, presenting work in public interfaces like conferences, newspapers, or in visual media are strictly prohibited. However, after filing IPR either in provisional or in full, inventors would be permitted to expose their innovation to public domain by their chosen mode of data dissemination, agreeable with IIST's policy.
- (ii) In the event of any sharing of confidential or proprietary information with any third parties is required, the Inventors and/or the IPR & ICM Cell shall enter into Non-Disclosure Agreement (NDA)/Confidentiality Agreement with the third party.
- (iii) In the case of collaborative research, Inventors should and are responsible for creating Data protection agreement to primarily deal with the obligations to protect Sensitive Personal Data or Information (SPDI) and compensation for negligence in executing and maintaining reasonable security practices and procedures in relation to SPDI (Information Technology Rules, 2011).
- (iv) Third party use of the technology, know-how or IP shall be allowed by the IPR and ICM Cell only after due execution of Tech-Transfer or License Agreement respectively.

#### **4.9 Noncompliance and Conflict of Interest**

It is mandatory for the inventor(s) to disclose any conflict of interest or potential conflict of interest. Further, if the inventor(s) and/or their immediate family have a stake in a licensee-company or a potential licensee-company, then they should disclose the stake they and /or

their immediate family have in the company or the potential company. Under such circumstances, the license or an assignment of rights for a patent to the licensee/company shall be subject to the approval of the IPR and ICM Cell.

#### **4.10 Dispute Resolution**

In the event of any disputes between the Institute and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Director of the Institute. Efforts shall be made to address the concerns of the aggrieved party. The Director's decision in this regard would be final and binding.

#### **4.11 Legal Jurisdiction**

As a matter of policy, all disputes will be subject to legal jurisdiction of Kerala High Court at Kochi only.

#### **Note:**

This document will be accompanied by the following forms/templates. Any change/amendment in the policies should get reflected in the forms as well.

1. Eligibility for patenting – an overview
2. Check list for Patent Submission
3. Invention Disclosure form
4. General Questionnaire
5. Non-Disclosure Agreement (for third party)
6. Declaration of Ethical Clearance (applicable for inventions where experiments are conducted using biological samples which demand clearance from ethical committee)

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