

SRM VALLIAMMAI ENGINEERING COLLEGE
(An Autonomous Institution)
SRM Nagar, Kattankulathur-603 203



INTELLECTUAL PROPERTY RIGHTS
POLICY
(IPR POLICY)

November 2023



SRM VALLIAMMAI ENGINEERING COLLEGE

INTELLECTUAL PROPERTY RIGHTS

SRM Valliammai Engineering College always recognizes the importance of strong and vibrant IPR (Intellectual Property Rights) culture, permeating entire research and academic community. The SRM Valliammai Engineering College has created an ecosystem of protecting intellectual property rights of its academic community, incentivizing the researchers and academic community to come up with quality publications as well as innovative solutions. A paradigm shift is happening at the national policy level in the framework of innovations and innovation culture with ushering in of National IPR Policy, 2016, National Innovation and Start up Policy 2019 for Students and Faculty as well as with the contours of new Science, Technology and Innovation Policy, It has therefore, become necessary for the SRM Valliammai Engineering College to frame its Policy on Intellectual Property Rights, in tune with these major policy frameworks and for keeping pace with the changing times and paradigms. Intellectual Property Rights (IPR) is the outcome of research projects, consultancy services provided by the institution. The faculty and students of the institution are involved in research and development activities in diverse fields. In order to promote quality of the research, Standard Operating Procedures are framed.

Objectives

- To protect Intellectual Property (IP) Rights generated by faculty, students, and staff of the SRM Valliammai Engineering College, by translating their creative and innovative work into IP rights;
- To formulate an efficient, fair, and transparent administrative process for ownership control and assignment of IP rights and sharing of revenues generated by IP, created and owned by the SRM Valliammai Engineering College;

- To promote collaborations between academia and industry through better clarity on IP ownership and IP licensing;
- To provide a framework to foster innovation and creativity in the domains of technology, sciences, and humanities by nurturing new ideas and research, in an ethical environment through a balanced IP management approach;
- To create mechanism for knowledge generation and its commercial exploitation so as to augment the financial self-sustenance goals of the SRM Valliammai Engineering College and to reward faculty and researchers; and
- To create a better eco-system for innovation and entrepreneurship

Scope of IPR Policy

- (i) This Policy shall apply to all Intellectual Property created at the SRM Valliammai Engineering College, as well as, all IP rights associated therewith.
- (ii) This Policy shall apply to all Researchers of the SRM Valliammai Engineering College including
 - (a) academic and nonacademic staff;
 - (b) undergraduate, postgraduate, doctoral and post-doctoral students; (c) visiting scientists; who use the resources of the SRM Valliammai Engineering College or otherwise participate in any research project(s) administered by the SRM Valliammai Engineering College.

Procedure

- IPR applications must be submitted to Group Research Committee (GRC) through Proper Channel (Head of Department & Head of Institution)

- Inventors must submit Inventor Disclosure form along with supporting documents to GRC
- If the inventor is availing any monetary benefit while filing the IP, the Name of the Institution must be included as the name of the Applicant. The Inventor must be working in the concerned institution. Students and Faculty names shall be included in Inventor list.
- The Group Research Committee (GRC) evaluates the IP application with a team of scrutiny members.

Evaluation Committee:

The committee is formed to evaluate the Invention Disclosure Form and their supporting documents submitted by Inventors.

Committee Constitution:

- Head-Research & Development
- Subject Expert 1
- Subject Expert 2
- After the scrutiny report, GRC will announce, whether the submitted IP is either approved or disapproved.
- On approval of the application, the concerned applicant can further proceed with the filing process as per the Institution's Policy. In case of dispute/disapproval, the Applicant can give a presentation of his/her invention to the GRC for further clarifications.
- Revenue generated from the commercialization of patents will be shared as per the policies of the concerned institution.
- The Faculty/Students cannot claim for any benefits if they have published IP without the permission of the concerned Institution and the SRM group tag should not be used anywhere in case of such non-approved submissions.

Publications

Researchers should be aware that premature public disclosure in any form may result in loss of potential IP rights. As such, they should make all reasonable efforts to identify any protectable IP as early as possible. Further, Researchers shall keep appropriate records of their research work and make reasonable efforts to ensure that only those individuals within SRM Valliammai Engineering College who have a need to have access to such records for the performance of their duties are granted such access. Researchers are duty bound to identify any potential IP Rights resulting from their research work and provide full, complete and accurate information to IPR Cell so as to enable it to sufficiently assess the technical and related features, ownership, commercial potential and IP protection that might be applicable to such IP.

Ownership of IP Rights

Patents

(i) The ownership rights over all inventions whether made by Researcher (in furtherance of their responsibilities with SRM Valliammai Engineering College), developed by utilizing the resources of SRM Valliammai Engineering College, or with the mix of funds, resources and/or facilities of SRM Valliammai Engineering College, shall ordinarily be vested with SRM Valliammai Engineering College.

(ii) In case the determines the SRM Valliammai Engineering College at an invention was made by a Researcher on his/ her own time and unrelated to his/ her responsibilities towards the SRM Valliammai Engineering College, and was conceived or reduced to practice without the use of resources of the SRM Valliammai Engineering College, then the ownership rights over such invention shall vest with the Researcher.

Copyrights

(i) The SRM Valliammai Engineering College recognizes that globally Researchers prefer to publish their research outcomes or creative works in the form of journal

- articles, papers presented in conferences, newspaper articles, or as books. The ownership rights in such scholarly and academic works, generated utilising resources of SRM Valliammai Engineering College, including books, articles, student projects/ dissertations/ theses, lecture notes, audio or visual aids for giving lectures shall ordinarily be vested with the Author(s). However, the SRM Valliammai Engineering College shall have non-exclusive, perpetual, royalty free license, on world-wide basis, to use such scholarly and academic works for academic and teaching purposes.
- (ii) Copyright to thesis/ dissertation work shall be owned by the student and research guide jointly. However, such copyright shall only pertain to thesis document itself or to the form in which the research findings or creative work are documented, whereas ownership of invention/ development described in the thesis will be owned by the SRM Valliammai Engineering College. Notwithstanding any copyright, SRM Valliammai Engineering College shall have non-exclusive, perpetual, royalty free license, on world-wide basis, to use such created thesis/ dissertation work for teaching and academic purposes.
- (iii) The ownership rights in lecture videos, films, plays, and musical works, institutional materials including, but not limited to, course syllabi, curricula, exam questions, exam instructions, and papers/ reports specifically commissioned by SRM Valliammai Engineering College, shall vest with SRM Valliammai Engineering College. The moral rights shall continue to vest with the author(s) wherever applicable.

Trade Marks

The ownership rights in all trademarks involving SRM Valliammai Engineering College shall vest with SRM Valliammai Engineering College. SRM Valliammai Engineering College may allow use of its name and trademarks by Third party only under a signed agreement. Third Party shall take prior approval of SRM Valliammai

Engineering College about the way the name of SRM Valliammai Engineering College and its trademark(s) are to be used in any media including print and electronic media.

Industrial Designs

- (i) The ownership rights over all industrial designs, whether made by Researcher, utilizing the resources of SRM Valliammai Engineering College, or with the mix of funds, resources and/or facilities of SRM Valliammai Engineering College, shall vest with the SRM Valliammai Engineering College.
- (ii) In case, the SRM Valliammai Engineering College determines that the industrial design was created by Researcher on his/ her own time and unrelated to his/ her responsibilities towards SRM Valliammai Engineering College and was conceived or reduced to practice without the use of resources of SRM Valliammai Engineering College, then the ownership rights over such industrial design shall vest with the Researcher.

Semiconductor integrated circuits

- (i) The ownership rights over integrated circuits and plant varieties, created with the utilization of resources of the SRM Valliammai Engineering College, shall vest with SRM Valliammai Engineering College.
- (ii) In case the semiconductor integrated circuit layout design or plant variety was created by Researcher on his/ her own time and unrelated to his/ her responsibilities towards the SRM Valliammai Engineering College and was conceived or reduced to practice without the use of resources of SRM Valliammai Engineering College, then the ownership rights over such semiconductor integrated circuit layout design or plant variety shall vest with the Researcher.

Financial Support

- (i) All IPR applications generated by Researchers shall be filed in the name of the SRM Valliammai Engineering College.
- (ii) The Researcher(s), before filing of IPR applications, shall sign an IPR Assignment and Royalty Sharing Agreement with the SRM Valliammai Engineering College having following provisions:
 - (a) Researcher(s) shall be provided a copy of the license agreement in case the concerned IPR is licensed to third party(ies) by the SRM Valliammai Engineering College for the purposes of commercialization.
 - (b) Researcher(s) shall be provided their share of royalty as per the provisions provided the IPR Policy and his/their share shall be continued to be paid, irrespective of their continuance with the SRM Valliammai Engineering College as a Researcher.
- (iii) IPR Cell working under the administrative control of the SRM Valliammai Engineering College shall be the nodal agency for handling filing, prosecution, grant, maintenance etc. of IPR applications. Head , Research and Development shall be the signing authority on behalf of the Principal.
- (iv) All expenditure on filing, prosecution, grant, maintenance etc. of such IPR applications in the name of the SRM Valliammai Engineering College shall be borne by the SRM Valliammai Engineering College. Decision on expenditure related to filing, prosecution, grant, maintenance etc. of all IPR applications, filed jointly in the name of the SRM Valliammai Engineering College and any third party, shall be taken on case-to-case basis by the Head, Research and Development, taking into account the terms and conditions of agreement signed with such third party, if any.

IP Generated from Research Conducted in Collaboration with External partners

Ownership of IP, generated during research conducted in collaboration with external partners, shall be determined as per the terms and conditions in the agreement signed

between the concerned parties. However, unless agreed otherwise, the SRM Valliammai Engineering College, shall normally retain perpetual, royalty free license, on world-wide basis, to use such generated IP for research and educational purposes

Encouraging Entrepreneurship and Start-ups

To promote and encourage entrepreneurial activities, the SRM Valliammai Engineering College may reassign, under an agreement, its ownership of an intellectual property to Researcher, who opt to market, protect and license it on his own with minimal involvement of SRM Valliammai Engineering College. The fees to be paid to SRM Valliammai Engineering College by such assignee(s) shall comprise all expenditure related to filing, prosecution, grant and maintenance of protected IP and licensing expenses and appropriate amount of royalties, equity or other values.

Trade Secrets

SRM Valliammai Engineering College may designate certain confidential information as a Trade Secret. In that event, all Researchers will be obligated to maintain secrecy of the Trade Secret. Researchers and faculty, in order to protect the information exchanged or being exchanged with Third party must sign Non-Disclosure Agreement (NDA) with such third party. Trade secrets and know-how information should only be exchanged with Third party in writing after getting written clearance from IPR Cell.

Monitoring and Responding to Infringement of IPR

In case of any IP the SRM Valliammai Engineering College owns, or co-owns with a collaborator, the SRM Valliammai Engineering College will evolve mechanisms to monitor infringement of IPR by another organization, and suitably respond to any infringement. The SRM Valliammai Engineering College will make every effort to ensure that its own Researchers, faculty, and students do not infringe upon IP rights owned by third parties.

Licensing and Commercialization

- (i) SRM Valliammai Engineering College shall make best possible efforts to license out the IP generated with creative efforts of its Researchers. The SRM Valliammai Engineering College may sign a MOU with any facilitating agency to encourage the inventors to commercialize their intellectual property by organizing specific industry interactions for showcasing the SRM Valliammai Engineering College inventions.
- (ii) SRM Valliammai Engineering College will encourage the inventors to facilitate commercialize their IP through their own professional networks. However, any formal arrangement for technology transfer shall be carried out only by IPR Cell.
- (iii) When a third party is interested in commercializing an IP after inspecting its relevant technology profile, they may apply to IPR Cell for the same. A license fee will be decided by the IPR Cell in consultation with the inventor. The SRM Valliammai Engineering College will require the third party to sign a confidentiality agreement undertaking to maintain the confidentiality of all information disclosed.
- (iv) Protection of IP among other things is meant to provide incentive to all those associated with SRM Valliammai Engineering College with a potential for pursuing research leading to marketable product or processes and therefore generate revenue for SRM Valliammai Engineering College.
- (v) The Researcher's share shall continue to be paid, irrespective of whether the individual continues as a Researcher at the SRM Valliammai Engineering College.
- (vi) Regarding the IP-related revenues earned by the SRM Valliammai Engineering College, 50% of the revenue may be Paid to SRM Valliammai Engineering College's. Further, 50% of the share may be paid to the Inventor(s).

Commercialization through Spinoff and Start up

- (i) SRM Valliammai Engineering College generated IP can be licensed out to a third party or even to a spin-off company or start-up company being set up by the Researcher(s) himself/ themselves. All such licensing agreements where the third party is also the Inventor, would be carefully examined by the SRM Valliammai Engineering College to determine that no conflict of interest occurs as a result of their execution. The third party, when interested in any such transfer of rights, must demonstrate, in advance, the technical and business capability to commercialize such licensed IP.
- (ii) The license may be subject to additional terms and conditions, such as revenue sharing with the SRM Valliammai Engineering College or reimbursement of the cost of statutory protection. If the SRM Valliammai Engineering College finds that the third party has not taken steps to commercialize the IP within two years of acceptance of the license, the SRM Valliammai Engineering College will be free to revoke such license.
- (iii) SRM Valliammai Engineering College shall have a perpetual, non-exclusive royalty-free license, on world-wide basis, to use such licensed IP for its own teaching and academic work.

Liability of the SRM Valliammai Engineering College for Infringement of IPR

The SRM Valliammai Engineering College will not be liable or responsible in any manner for the violation of the IP rights of third party (ies) by its Researchers, faculty, students or collaborator in the event of any claim or criminal or civil action or suits or proceedings initiated by third parties for infringement of their IP rights.

Term of this IPR Policy shall be five (05) years initially from the effective date and shall be automatically renewed thereafter every year.

Disputes and Appeals

SRM Valliammai Engineering College may appoint a committee of experts to address the concerns of the aggrieved person(s) or Researcher(s) regarding the implementation of the Policy, or the validity or breach thereof, and all disputes there under shall be dealt with by this committee. The decision taken by this committee should be within a prescribed time period from submission of said concern. Any dispute remaining shall be decided by the Vice Chancellor, whose decision shall be final.

Applicable Law

Settlement of any remaining legal issue, if any, pertaining to interpretation of the Policy shall be done under The Arbitration and Reconciliation Act, 1996, as amended time to time, with place of settlement being in Chennai, TamilNadu.

Amendments

Any amendment/ modification in this IPR Policy shall be applicable only when approved in writing by Statutory Authority of the SRM Valliammai Engineering College.

Implementing Agency

The implementing agency for the Policy shall be the IPR Cell, working under the administrative control of Head, Research and Development.

Enclosure to the Annexure

Definitions

Author: An author is as defined under Section 2(d) of the Copyright Act, 1957.

Collaborative Activity: means research undertaken by faculty/ researcher/ student in the SRM Valliammai Engineering College, in cooperation with industry and/or another researcher(s), who are not from the SRM Valliammai Engineering College.

Creator: means the Researcher who contributed to the creation of the Intellectual Property (IP) (essentially copyrights and designs etc.)

Design: means is as defined under Section 2 (d) of the Designs Act, 2000.

External Partners: includes Government of India, State Government(s), Local Government, Government Departments, Foreign Governments, International Organizations, Public Sector Undertakings (PSUs), all types of Private Sector Organizations, Multinational Corporations, Non-Governmental Organizations, and/or other institutions that provide research projects or consultancy assignments to Researcher(s) of the SRM Valliammai Engineering College on regular or irregular basis; or any combination(s) of the above.

Moral Rights: means moral rights as enshrined under section 57 of the Copyright Act, 1957, which include the right to paternity and the right to integrity.

Intellectual Property (IP): means Intellectual Property, as provided under Article I of the Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS), refers to all categories of intellectual property that are subject of Sections 1 to 7 of Part II of the TRIPS Agreement.

Intellectual Property Rights: means ownership and associated rights relating to afore mentioned Intellectual Property, either registered or unregistered, and including applications or rights to apply for them and together with all extensions and renewals

of them, and in each and every case, all rights or forms of protection having equivalent or similar effect anywhere in the world.

Inventor: means the Researcher who contributed to the creation of the Intellectual Property (essentially patents)

Patents: mean is as defined under section 2 (1) (m) of The Patents Act, 1970 (“patent” means a patent for any invention granted under this Act)

Researcher means;

(a) academic and non-academic staff;

(b) undergraduate, postgraduate, doctoral, and post-doctoral students;

(c) visiting scientists; who use the resources of the SRM Valliammai Engineering College or otherwise participate in any research project(s) administered by the SRM Valliammai Engineering College.

Research Agreement: means Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement, and any other type of agreement concerning research pursued by Researchers and/or IP created at the academic institution.

Royalty: means payment made to Researcher/Inventor/Author of the SRM Valliammai Engineering College for legal use of a patented invention or any Intellectual Property when licensed or assigned.

Semiconductor Integrated Circuit: mean is as defined under Section 2(r) of the Semiconductor Integrated Circuits Layout Design Act, 2000.

Sufficient Disclosure: means detailed description of features essential for carrying out the invention to meet the statutory requirements.

Trade Mark: means as defined under Section 2(zb) of the Trade Marks Act, 1999.

STANDARD OPERATING PROCEDURE (SOP) ON INTELLECTUAL PROPERTY RIGHTS

Filing Patent Application Patent is always about a solution to an existing technical/ industrial problem. As such, draft patent document (IDF-Invention Disclosure Form) should be crafted in a manner to distinctly highlight the existing technical problem, the technical advancement proposed by the inventor(s), and the way the proposed advancement solves the existing technical problem. Any Researcher, desirous of filing a patent application in connection with the inventive work done by him, should follow the procedure outlined below:

a) Disclose the best method of performing the invention in the standard template (IDF) outlining the industrial/technical problem being solved by the proposed invention, the methodology/functional features of his invention and the way it is solving the identified technical/industrial problem. The IDF should be duly forwarded by the Dean of the School, verifying the inventors' details.

b) The application will be initially examined by the IPR Cell for the sufficiency of disclosure and patentability criteria. If satisfied, the IDF shall be forwarded to a patent attorney on the panel of the SRM Valliammai Engineering College. The patent attorney will carry out patentability search for determining novelty and non-obviousness of the invention as well as patentability and sufficiency of disclosure. If satisfied, the patent document shall be prepared by the patent attorney in consultation with Researcher and IPR Cell. Once the final patent document is ready, it shall be filed by patent attorney with Patent Office after getting approval from Researcher and IPR Cell in writing.

c) Researchers are duty bound to render all technical help to IPR Cell/ patent attorney during the examination of such filed patent application to ensure smooth and early grant.

d) The SRM Valliammai Engineering College will normally maintain an Indian patent for a maximum period of 10 years. Sincere efforts on the part of the inventor must be initiated during this time span to commercialize the invention. The SRM Valliammai Engineering College shall decide about maintenance of granted patents beyond 10 years only in case of proven commercialization as well as earning of adequate royalty.

Filing International Patent Application

Any Inventor, within 12 months of filing his/her Indian patent application, may submit a request with IPR Cell for filing international patent application, through respective Principal of the college. However, as taking out patents in foreign countries is extremely costly, the interested Inventor must justify the reason for filing of patent application in specific countries based on potential commercial application in those very specific countries. IPR Cell, after studying the specific justification for filing patent application in foreign countries, shall file such foreign patent applications only after taking written approval from Principal of the SRM Valliammai Engineering College.

Filing Copyright Application

Copyright subsists in any original literary work, including scientific publications, popular articles, and other published material; computer Programme/ software database irrespective of whether the copyright has been registered under the copyright law or not. Copyright also subsists in translations, abridgements, or compilations of other works, which are also considered to be literary works. Ownership of copyright on any work may be claimed by putting the symbol ©. For example, Copyright © 2023, the SRM Valliammai Engineering College.

Any Creator, desirous of filing copyright application, may fill the standard Disclosure Form applicable for copyright application and attach PDF version of Work and forward to IPR Cell. IPR Cell, after duly checking the Disclosure Form as well as PDF version of the Work shall forward it to one of the patent attorney firms on its panel.


Filing Design Application

Any Creator, desirous of filing Design application may fill the standard Disclosure Form applicable for Design application and attach PDF version of drawings/ representation of articles of subject matter and forward to IPR Cell. IPR Cell, after duly checking the Disclosure Form as well as PDF version of the drawings/ representations, shall forward it to one of the patent attorney firms on its panel.


General

- (i) All IPR Applications shall be filed with the SRM Valliammai Engineering College as Applicant.
- (ii) Researcher(s), before filing of IPR applications, shall sign an IPR Assignment and Royalty Sharing Agreement with the SRM Valliammai Engineering College, as provided in the IPR Policy.
- (iii) In case any IPR Application is to be filed jointly with any Applicant, along with the SRM Valliammai Engineering College, it will be filed only with prior written approval from Head- Research and Development & Principal.
- (iv) Under no circumstances, any IPR Application is to be filed in the name of any individual.
- (v) All IPR Applications are to be filed by specific Power of Attorney, to be prepared for each IPR Application by the concerned patent attorney.
- (vi) Each specific Power of Attorney should be prepared only in the name of Principal, who would be acting as authorized signatory on behalf of the SRM Valliammai Engineering College.

- (vii) All IPR Applications, once forwarded to any patent attorney firm, shall be prepared in consultation with relevant inventors/ authors as well as IPR Cell. Any communication to inventors/ authors shall be copied to IPR Cell for better coordination as well as monitoring the progress of IPR Filing efficiently and effectively.
- (viii) Final filing of IPR Applications shall be done only after receiving written consent from IPR Cell, subsequent to written consent from Inventors/Authors.


03/11/2023
HEAD R&D
(D. R. Leethil)




03/11/2023
PRINCIPAL
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