

INTELLECTUAL PROPERTY RIGHTS MANUAL

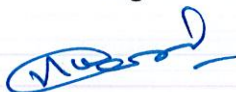
GUIDELINES- POLICY- FORMS



S. V. NATIONAL INSTITUTE OF TECHNOLOGY
ICHCHHANATH, DUMAS ROAD, SURAT - 395 007
GUJARAT

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1. MESSAGE FROM DIRECTOR

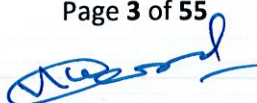
The 26th BOG held on 5th January 2012 wide resolution No 28, approved the IPR policy of the institute as per under Section 13 (a) of NIT Act 2007. However, in view of National Intellectual Property Rights Policy introduced by the Ministry of Commerce and Industry in 2016 and recent call from Hon Prime Minister of India on 'Atmnirbhar Bharat', a need was felt to revise the existing policy that will promote the IPR culture at the institute and bring sensitization amongst the stake holders of the institute. While drafting the policy it is aimed at creating awareness about IPR amongst its stakeholders who in turn, realize its importance as economic tool for internal revenue generation in line with mission and vision statement of the institute.

The Committee chaired by Prof. H. K. Raval, meticulously worked out the document by referring Intellectual Property Rights (IPR) policies of renowned universities and institutions. The policy has covered all aspects of IPR starting from emphasis on IPR awareness in terms of outreach and promotion to legal and legislative framework for commercialization of IPR.

It is proposed to form a "Section for Awareness, Acquisition and Management of IP - (SAAMIP)" in line with national IPR policy to facilitate promotion, creation and commercialization of IP assets. The purpose of this document is to provide guideline to the institute authority as well as stake holders while filing and protecting IP.

I must acknowledge here the IPR policy of NIT, Rourkela which has been taken as one of the important reference document while framing this policy. In addition to this, the IPR policy of IIT Kharagpur, IIT Delhi, IIT Bombay and National Intellectual Property Rights Policy by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion are also duly acknowledged.

As truly said by our Hon Minister Nirmala Sitaraman Ji, that the Nation's progress is catalyzed through its knowledge economy which is driven by the creative capabilities and leverage of its innovation. A vibrant intellectual property (IP) ecosystem will not only enhance the economic development of India but also promote public welfare by protecting the rights of all its citizens.



Finally, I hope the teacher and student together will move ahead without any conflict of interest to protect the IP created and move hand in hand in line with Taittiriya Upanishad (2.2.2) which says,

Lyrics in Sanskrit	Meaning in English
ॐ सह नावतु।	Om, May we all be protected
सह नौ भुनक्तु।	May we all be nourished
सह वीर्यं करवावहै।	May we work together with great energy
तेजस्विनावधीतमस्तु	May our intellect be sharpened (may our study be effective)
मा विद्विषावहै।	Let there be no Animosity amongst us
ॐ शान्तिः शान्तिः शान्तिः ॥	Om, peace (in me), peace (in nature), peace (in divine forces)

Our Mission

To be a globally accepted centre of excellence in technical education catalyzing absorption, innovation, diffusion and transfer of high technologies resulting in enhanced quality for all the stake holders"


Our Vision

"To be one of the leading Technical Institutes disseminating globally acceptable education, effective industrial training and relevant research output"

2. The Details of Committee Constituted for Preparation of DRAFT of the IPR Policy

The Chairman and Members involved in Revising the IPR Policy of the Institute (Ref : Office Order E /1252) is as mentioned below.

1	Dr. H. K. Raval, Professor HAG, MED	Chairman
2.	Dr. K. C. Maheria, Associate Professor, ACD	Member
3	Dr. M. A. Desai, Associate Professor, ChED	Member
4	Dr. S. Patel, Associate Professor, CED	Member
5	Dr. B. Z. Dholakiya, Associate Professor, ACD	Member
6	Dr. P. V. Bhale, Associate Professor, MED	Member Secretary



3. PREAMBLE

The NITs in general attract best talents of the country with no exception to SVNIT Surat. The budding engineers at U.G. level and research scholars at P.G. and Ph. D. level are great enthusiasm and an ecosystem in place will definitely help them to witness the transformation of their ideas into reality. I am sure that this document will help to boost the number of IPR being filed and granted at the institute and it will act as a framework to on knowhow of IP and stake holders' rights and also, will help to learn how to respect IP of others. With creative mind and research aptitude hope the students will be able to take up the work to the level of filing of IP, will learn to protect them and to commercialize them to disseminate the advantages of the IP to the society.

4. The Need of the Intellectual Property (IP) Policy

SVNIT, Surat leads in publication of articles in national and international journals of repute which indicates its talent pool. However, as compared to research articles in high impact factor journals, the number of IP being filed, granted and commercialized are not impressively high. To bridge such gap, the objective of IPR policy is to sensitize the youngsters to protect their IP first and then, publish and prosper. The policy document intends to prompts researchers at SVNIT, Surat, to timely protect their outcome of innovative work and disclose the same after securing available protection followed by development and commercialization of the technology.

The NIRF Rankings also give considerable weightage to patents granted.

The real strength of any institute lies in its human resource. The institute with the status of institute of national importance attracts best of the faculty and students / research scholars from all over country and thus offers immense scope for generation of IP. However, there is a significant ignorance exists in even understanding what is patentable and what cannot be. Though the publication and grant of IP nowadays is getting more common however, commercialization of the IP is not happening at required pace as the inventor capabilities are generally more restricted up to creation of IP. Hence there is a need to introduce,



regulate and disseminate the knowhow to the appropriate user in conducive and user-friendly framework. This policy is intended to spell out the responsibilities of the Institute and its employees and to establish a framework for ethical conduct for its fair use.

5. THE APPLICABILITY OF THE IP POLICY

This policy without any prejudice will be applicable to the following including but not limited to innovation having adequacy of merit to categories as patentable inventions, industrial designs, copyrightable materials such as books, internal publications of manual, electronics courseware, computer codes / programmes, electronics circuits, protectable trademarks, trade secrets etc developed by the employees, students of the institute / adhoc staff / visiting staff/external collaborators/research partners working in collaboration with SVNIT Surat as a part of their research or employment. The institute with its IP framework will protect the rights of the IP creators and shall share this right with the inventor in fair manner. The employees of the institute, students, research scholars (full time / Part time), postdoctoral fellows, research associates and any person on campus including visitor using institute facilities or other resources including direct indirect benefit of the institute resources will be governed by this IP Policy.

This policy document is mainly intended for the IP creators which include but not limited to faculty, students and staff of SVNIT, Surat, regulator cum protector of the IP to ensure dissemination of the technology for the social cultural development at the same time protecting the economic rights of the institute in general and stake holders in particular. This policy document discusses the roles and responsibilities of stake holders within the frame work of ethical conduct.

6. DEFINITIONS

6.1. Intellectual Property (IP): For the purpose of this policy, "Intellectual Property" is defined as the tangible or intangible results of research, development, teaching, or other intellectual activity. Intellectual property may include the following products:

- a. Patents on new and useful scientific or technical advancements by way of inventions, processes, computer hardware and software, unique materials, machines, devices, instruments, apparatuses, circuits, etc.



- b. Copyright in industrial and architectural design, models, engineering drawings, integrated circuit layout designs, computer software, animations and visualizations, information technology products and processes including hardware and software features, original innovative, creative or artistic works and their derivatives or adaptations, whether dramatic, musical, literary works, work of graphics or plastics art and cinematographic and animated films, teaching material for classroom and online courses such as courseware for distance education, original data and records of research, undisclosed and / or unpublished information, research articles, thesis, presentations, poster presentations etc.
 - c. Trademarks, service marks, logos, collective marks, certification marks, trade names etc.
- The three categories stated above are not mutually exclusive; a given article of intellectual property may or may not include aspects of all three categories.

6.2 Fair use: The term "Fair Use" refers to the amount of copying or usage that may be permitted for a copyrighted material so that it does not obstruct the progress of human knowledge. Limited portions of a work can be copied without the right holder's permission for non-commercial and academic use, although the exact permissible percentage may have to be determined by the courts. In general, use of a small part of the work which does not hurt the present or potential market for that work is allowed under fair use, but there are many grey areas where the law has to be decided on a case-by-case basis. Fair use in the classroom during regular teaching is understood more liberally than that permissible in teaching for distance education through print or multimedia packages. This is because distance education packages are commercial products and hence permission has to be sought for the use of any intellectual property held by others. The possibility of fair use exists only in the case of copyright and does not apply to patents.

6.3 Employee: An "Employee" of the Institute is defined as any person receiving compensation for service, or any person volunteering services for the benefit of the Institute. The uncompensated activities of students in furtherance of their education

shall not be considered service within the meaning of this policy, even if such activities benefit the Institute. A scholarship, fellowship, assistantship or any other payment received by a student during the course of his studies does not classify him as an employee.

6.4 Institute Personnel: Part-time and full-time members of the faculty, technical, administrative or the supporting staff and all other agents and employees, and undergraduate, postgraduate students, doctoral and postdoctoral fellows of the Institute.

6.5 Inventions: It is a general term which includes computer software, general instructional materials (including video tapes), novel machines, devices, compositions of matter (compounds, mixtures, genetically engineered cells, plants or animals), genetic forms, mask works, production processes, production methods, etc. Inventions will be considered as having been developed in the course of employment where conception and/or development is in the individual's subject area of principal competence in scholarly activities for which the individual is employed.

6.6 Originator: Any person related to the Institute through a relationship which is in the form of a part-time or fulltime member of the faculty, permanent or contractual staff, agent or employee, graduate or postgraduate student, doctoral or postdoctoral fellow, project staff, of the institute, who is involved, directly or indirectly, in the invention as defined herein shall be deemed to be the Originator for the purpose of this document.

7. OBJECTIVES OF THE IP POLICY

- a) To adopt a framework that will,
 - i) ignite the young minds of SVNIT Surat under the able supervision of faculty and staff members that will promote Technological Innovation in the institute
 - ii) ensure enough recognition, reward and incentivize the IP creators once the IP is protected and granted.



- iii) bring together the creator of IP and user of IP in a manner conducive to social and economical welfare
 - iv) bring sense of respecting and protecting the rights of IP creators and obligations towards the technology user
-
- b) To define set of rules or SOP for the IP creators as well as users in line with best of the practices followed at leading universities / technical Institutions of repute resulting in formation of vibrant IP ecosystem with significant raise in numbers of IP creation, protection and commercialization
 - c) To develop IP knowledgeable trained manpower at the Institute administration level who will guide the IP originator in a proactive way at the stage of creation, protection and commercialization of IP.
 - d) To provide legal and financial support as deemed fit in the interest of the Institute and the IP creators in order to prevent the unauthorized use of such Intellectual property.

8. IP MANAGEMENT CELL

8.1 Section for Awareness, Acquisition and Management of IP [SAAMIP]

For promotion and management of IP, it is proposed to constitute a **Section for Awareness, Acquisition and Management of IP** abbreviated as **SAAMIP**.

The SAAMIP will comprise of a well furnish dedicated office full of required infrastructure and trained dedicated manpower qualified in IP related matters. The induction of manpower can be done through wide advertisements under salary to Dean (R & C) Staff Head.

Reputed IP Law Firms can also be contacted for supply of trained manpower on contract basis. ICSR board of the Institute will separately frame and recommend terms and conditions of legal agreement for-empanelment of IP Law Firms manpower for a given period.

The SAAMIP will be governed by IPR Committee headed by Dean (R & C) and Professor In-charge IP will serve as Member Secretary of the Intellectual Property Rights Committee.



The ICSR Board of the Institute will recommend the Constitution of IPR Committee for a period of Three Years to the Institute ICSR Board Chairman for its Approval.

8.2 Constitution of IPR Committee

Table 1. IPR Committee

1.	Dean (R & C) ---	Chairman (Ex Officio)
2	Dean (Academic) --	Member (Ex Officio)
3	Associate Dean (R & C)	Member (Ex Officio)
4	Representative / Nominee from ASHINE Director	Member #
5	One Faculty Member as ICSR Chairman Representative/Nominee	Member
6	Director's nominee (with IPR background)	Member \$
7	Professor In-Charge (IP) (to be recommended by ICSR Board and approved by Chairman ICSR Board)	Member Secretary

The appointment of Professor Incharge (IP) will be from Chairman ICSR Board. The Professor Incharge IP will work in sync with Dean (R & C) / Office of the Dean (R & C)

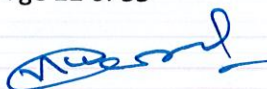
including specialized / experienced person hired by ASHINE

\$ - May be external with suitable honorarium on visit basis

It is to be noted here that, if required, the Chairman of the IPR Committee at its discretion may invite one or more members as special invitee during the meeting as and when required.

8.3 Roles and Responsibilities of SAAMIP

- i) The day to day function of the cell will be managed by the SAAMIP office under the leadership of Professor In-charge IP.
- ii) To arrange various IP awareness programs by inviting highly acclaimed resource persons at national / international level
- iii) To coordinate with the IP creators and empaneled / designated IP law firms for filing of patents, trademarks, copyrights and industrial designs.



- iv) Provide services to the employees and students of SVNIT, Surat for IP filing, IP protection for effective commercial utilization of intellectual property generated at the Institute in the interests of all concerned, and to oversee the fair distribution of the returns accruing in accordance with this policy and its amendments.
- v) It will maintain central database and files of patent applications, issued patents, trademarks and copyrights, licenses and agreements, coordinate with various departments in negotiating and preparing license and other agreements, review and approve all agreements relating to IP.
- vi) It will regularly review IP cases (filed / granted applications) for maintenance / discontinuation. It will review causes of possible infringements on the institute's IP and take action as deemed necessary.
- vii) Assist various departments and centers of the institute in all matters relating to intellectual property. It will help various departments to secure protection for IP wherever appropriate.
- viii) The legal interests of the institute and its staff, faculty and students in any intellectual property, except traditional scholarly works, shall be determined by the SAAMIP in accordance with the policy enumerated under items.
- ix) To study the received proposal / MOU of joint ventures with collaborator and suggest / guide suitable changes as required. This proposal may be for technology transfer or for submitting the proposal in multiple consortiums to funding agency. The outcome of the study will be intimated to concern through the office of the Dean (R & C).
- x) The SAAMIP will ensure providing financial support for development and commercialization of IP assets through links with financial institutions including banks, venture capital fund, crowd funding mechanism, angel funds, etc.
- xi) The IPR Committee, under SAAMIP, will be the overall governing body in crucial decision making and will meet as and when required but not less than four times in a semester.
- xii) The tenure of Professor In-charge IP and two invitee members, will be for a period of three years preferably non-concurrent.
- xiii) Upon specific request from the stakeholder, the IP Cell may screen scholarly article/s before publication to explore IP potential.



8.4 Professor-in-charge (IP): The Institute's ICSR Board Chairman shall appoint a member of the faculty as Professor-in-charge(IP) who will be responsible for day-to-day administration of IPR issues and shall work under the guidance of the Dean (R & C). He will serve as the member secretary of the Intellectual Property Committee. The Professor In-charge (IP), will be responsible for development and protection of intellectual properties of the Institute and find avenues for possible commercialization. He has to ensure the use of licensed software and fair and just treatment of others' intellectual property by the Institute and its members.

8.5 Roles and Responsibilities/ Scope of the work of The Professor in Charge (IP)

The general roles and responsibilities including but not limited to of the Professor Incharge (IP) are given below.

- The Professor in Charge (IP) should be a faculty at Associate Professor or Higher Level and care should be taken such that he will not be given any other major administrative responsibility during his period as IP Incharge.
- If the faculty has already been associated with few responsibilities from Department and Institute level, then he should be relieved first so that, the faculty concern will make full justification with the responsibilities of Professor In-charge (IP).
- The Professor In-charge should be given free hand to attend various training programs at national level, travel outstation to bring IP creator and user together, visit reputed institutes where IP ecosystem has been evolved and matured. The Professor In-charge (IP) shall be encouraged to invite any external eminent patent experts / firms for discussion IP issues, awareness programs for students and staff. The Professor In-charge (IP) will ensure enough coverage of IP related matters in the curriculum of SVNIT at various level.
- He / She will in a proactive way reach out to the less visible and silent innovators in the campus having no formal knowledge of IP to motivate them to file IP. He will ensure strengthening IP facilitation center SAAMIP in every way.
- He / She will be responsible for examining the issues of technology transfer, know-how and licensing on fair and reasonable terms and provide a suitable legal



framework to address the issues as and when required. He will ensure to update the office staff of SAAMIP by imparting continuous training to update them on development procedures (especially search and examination) substantive laws and technologies in consultation with various national level institutes including Rajiv Gandhi National Institute of Intellectual Property Management, Nagpur.

- If the office staff is supplied by the Law Firm, then also in larger interest of the institute, The Professor In-charge (IP) will ensure that the hired staff is updated.
- The SAAMIP will be responsible for custody of all IPR related documents.
- All financial matters will be initiated by Professor In-charge (IP) and will be routed through Dean (R & C) → Dy. Director → Director, as applicable.
- He / She will be responsible for spreading awareness on distance learning and online courses available on IP for all categories of users like faculty, students and staff.

9. SAAMIP FUND PROVISION, UTILISATION AND MANAGMENET

SVNIT, Surat shall examine to institute SAAMIP FUND by making suitable budgetary provision from Institute Grant, every year. As a modest start, it is proposed to make adequate financial provision from the Institute Grant, maximum up to Rs. 50 Lakhs per year, in addition to other income from other resources. This may be revised after a period of five years. The fund shall be utilized for various purposes including but not limited to, creating infrastructural facility at SAAMIP, non-recurring and recurring expenses of the SAAMIP, hiring of services of patent firms, conducting of IPR awareness workshops, IP festivals, legal fees for filing of patents / protecting IP, training to IPR committee members, travelling charges, trainer charges to train students in IPR basic knowledge; IP related databases for basic prior art search and other capital and recurring expenses; miscellaneous charges etc. In addition to this, the TDS amount received from consultancy assignment every year which is presently diverted to IRG may be utilized for supporting SAAMIP activities. In addition to this, the SAAMIP fund will be managed by Dean (R & C) office.

SVNIT, Surat shall examine to institute an 'IPR Fund' by accumulating part of the revenue generated from licensing / assigning and other resources to support IPR activities of SVNIT,



Surat. The institute would also invest suitable fund amount every year to encourage filing and registering of IPR (s).

In addition, the part of the income generated by licensing / assigning of IPR or on receipt of royalties associated with technology transfer / specific innovation programs will also be made available for SAAMIP Fund.

10. THE POLICY

The IP policy shall be applicable to all persons like employees and students of the institute including but not limited to, postdoctoral fellows and guest faculty. Similarly, the IP Policy shall apply to all kinds of IP like any invention, trademark, copyright, technological development, etc.

The IP generated as a part of sponsored research project funded by government agency / Industry / NGO, etc., will be shared between the principal investigators / principal consultant and the sponsoring agency as per the guidelines of the sponsoring agency. In case, such guidelines are not available then, the principal investigator or principal consultant should ensure the same before undertaking such project. However, SVNIT, Surat reserves the right to use the IP generated for its academic and research purpose.

SAAMIP at SVNIT, Surat shall ensure to undertake the protection of IP of the creators within the country. However, within a reasonable period of filling the IP application in India, the SAAMIP SVNIT, Surat will decide on the suitability of protection of the invention in foreign countries based on the available information.

No individual faculty on his own will be allowed to file patent bypassing SAAMIP, SVNIT, Surat. The Institute shall not permit IPR filing without the recommendation of the SAAMIP / IPR Committee and approval of the Director. The office of the SAAMIP will undertake empanelment of reputed patent attorney / law firms with separate terms and conditions not listed here. The extension of services to such service providers on contract will be valid for specific duration and depending upon the performance of the individual / firm the IPR committee will decide to continue or discontinue the firm for consequent years.



While engaging the patent filing facilitating firm / registered patent agent / patent attorney care shall be taken to empanel the person / firms having experience of filing patents across the engineering disciplines / sciences streams. Inputs from faculty having record of filing of several patents shall be taken into account more as a feedback while empanelment agreement is to be served. If any faculty member even after seeking consent of filing patent from SAAMIP SVNIT, Surat wants to get his patent filed from the patent attorney / firm other than empaneled by SAAMIP then the Institute will not reimburse the payment of the attorney though the fees towards Government Fees, etc., will be reimbursable. The expenditure towards TA / DA etc. incurred during travel to IPR Office destination like Mumbai, Delhi, Chennai, Kolkatta, etc., towards hearing of patent will be borne by faculty from CPDA / PUF/TEQIP etc in line with rules and regulations of the institute. Wherever possible virtual hearings be explored and opted.

In case the student / faculty approaches IPR Committee / SAAMIP with the application form and IPR Committee suggests revision then, it shall be considered in true spirit. However, after revision also if the IPR Committee does not find merit in the IP substance claimed by the applicant / inventor and issues decline note then, in that case, if the faculty / student may proceed to file the patent on his own. In such case, the faculty may seek financial assistance from his CPDA / PUF / TEQIP with 'No Objection Note' from the Professor In-charge (IP). The decision in this case by the CPDA / PUF / TEQIP fund approving authority of the institute shall be final as applicable and will be in line with the norms of CPDA / PUF, followed by this, the status of patent shall be intimated to the SAAMIP including its granting or rejection for record purpose. In such case, the protection charges shall also be handled by the applicant / inventor through some appropriate available resources. Any commercialization of such IP shall be in Intimation to the SAAMIP / IPR authority. The inventor / applicant will have to share revenue with the institute. It will be binding on to applicant / inventor to proceed through proper channel only while dealing with outside agency for selling / commercialization of IP, and shall not be done in isolation bypassing the institute authority dealing with IP.




10.1 IP Rights and Obligations

Many times, IP is created as a part of years of research work of the faculty and during this course of time it is likely that, some students at U.G., P.G. and Ph. D. level might have worked. In such cases, it is the supervisor who will decide at his/her sole discretion to whom he / she wants to include for giving credit of the moral right of invention. The faculty shall include only those students who really contributed to the creation of IP and mere associated with the project batch or dissertation area does not entitle the candidate to claim for his / her rights. On the other hand, the faculty must include students who have dedicatedly worked in creation of IP and must give due credits by including everyone who immensely contributed in creation of the IP. In all such cases, students will be one of the inventors along with, the faculty under whose supervision the work has been originated. Income generated through the commercialization of IP shall be shared by the faculty amongst his co-inventors and in case of any conflict the matter shall be reported to SAAMIP / IPR committee where the Chairman of IPR committee will intervene. However, in case of no amicable solution the decision of the Hon'ble Director will be final and binding.

IP generated by a full-time employee or a full-time student of the institute is the property of the institute, whether institute's resources are used or not. If an institute employee or a full time student creates IP while working in another organization, it will be jointly owned by, SVNIT, Surat and the host institution. In case of part-time employees or students or visiting professionals, intellectual property generated by use of institute facilities and / or support will fall under the ownership of the institute. For students undergoing paid internship (means stipend / fellowship from industry / host institute) as a part of M. Tech. dissertation etc. at industry / research organization then, IP norms of the industry / host organization shall be applicable.

For a Ph. D. student in general and Part Time candidate in particular, if the work is carried out as a part of his thesis work, even outside or at the institute, where the part time student is serving, the IP generated shall be shared by the SVNIT, Surat, with the host institute. For commercialization of IP, the Institute SVNIT Surat will be co-owner of the property with the



host institute and income sharing shall be equal. Such clarifications shall be properly spelled out during the admission of candidates / in sponsorship letters from the host institute etc. by the office of the Dean Academics.

Before any IP is disclosed to any outside agency, other individual, commercial or academic organization, press or public and is published by the originator himself, the creator shall submit reasonably complete and detailed disclosure of such intellectual property to the IPR Committee for determining if any kind of protection is possible under appropriate laws.

The Institute shall have sole ownership of all intellectual property created by an employee who was 'hired' specifically to work on a target product or process (or other intellectual property) or was commissioned by the Institute or a component of the Institute for the specific objective leading to creation of the intellectual property. The Institute will assert its ownership of all IP created by the outside agencies commissioned by the Institute for the specific purpose.

The intellectual property generated from research projects sponsored by government / non-government agencies will be owned by the Institute and the sponsoring agency. The sponsoring agency will bear 50% of the protection cost or forgo the rights to the intellectual property. In case the project was accepted by the Institute under terms different from that stated herein, the terms agreed to shall prevail. If there is a provision by the funding organization to proceed with IP matters, then the Principal Investigator shall follow such norms with due intimation to SAAMIP / IPR Committee.

When a request from the originator is received, the IPC shall decide how, when, and where the IP is to be protected. It will proceed either through its own efforts or through those of an appropriate Government or private firm or attorney to obtain protection and manage the IP. Outside counsel services may be contacted with the consent of the Director. If the IPC does not find the property appropriate for protection by the Institute, the originator becomes the sole owner of the property and is at liberty to apply for protection under national laws. The Institute will issue a letter foregoing its claim to the property in future.



A decision by the Institute to seek patent or other available protection for intellectual property shall not obligate the Institute to pursue such protection internationally. The Institute's decision relating to agreements coordinate with various departments in negotiating and preparing license and other agreements, review and approve all agreements relating to intellectual property. It will review causes of possible infringements on the Institute's intellectual property and take action as deemed necessary.

The legal interests of the Institute and its staff, faculty and students in any intellectual property, except traditional scholarly works, shall be determined by the IPC in accordance with the policy enumerated under items.

A decision on the annual renewal of IP rights will be taken by the institute. If the institute does not feel appropriate to renew the IPR in foreign country then IP creator on his own may be given the right for renewal of IP on any specific country and the institute shall not claim any share of profits earned through that IP in that country except the cost already incurred by SVNIT Surat

10.2 Royalty Income Sharing

In case the Institute succeeds in commercialization of intellectual property for the creator and licenses rights to third parties in consultation with the creator(s), the revenue generated through royalty payments will be equitably shared among the creators and the Institute.

The Inventor(s) and Institute share is proposed as 70%: 30%. This will be revisited after sufficient commercialization of IP is noticed.

The faculty will be responsible for tax related issues and will ensure respecting all such government issued guidelines. The share of the institute will be equally divided between the the place of work (means concerned Department/Center as Department Development Fund), SAAMIP FUND for IP Management and Institute IRG.



In case of multiple originators of an IP, all the originators will decide among themselves how to share the proceeds of an intellectual property and sign the Form No 10 in the presence of Chairman, IPR Committee at the initial stage of invention or before filing for the protection of IP.

If they fail to arrive at a consensus, the IPC will analyze all available information and make a recommendation to the Director. The decision of the Director shall be binding and final. If there are other legitimate claimants to the IP, they will be grouped either under "inventors" or "Institute".

While sponsoring or supporting organization will get their share of the proceeds from "Institute" share, individuals (including visiting professionals) who contributed to the invention will receive their share from that of the originators.

It is a requirement in academics that a student and his project report / dissertation / thesis supervisor must jointly own the copyright of the project report / dissertation / thesis which he / she submits as partial fulfillment of the requirements for an academic degree.

However, the student /supervisor will grant a non-exclusive, non-transferable royalty-free license to the institute to use, in the course of non-commercial academic activity, the records and data generated in the course of his research. Furthermore, it is possible that the research that the student carries out as part of the program of study may result in the generation of intellectual property other than the text of the thesis.

Supervisors should advise students during the course of their work that certain kind of research may lead to the generation of IP which will require protection of its commercial value through confidentiality, for which the student will have to forgo publication during the period of sealing of a patent.

Care should be taken at all stages to see that no conflict of interest arises between the student's academic activities and his / her generation of intellectual property. The copyright of the thesis in which this IP is described or outlined will remain with the student while the institute will restrict access to the thesis for a limited period depending on commercial value



as decided by the IPC. The institute will try to obtain a patent for the invention on behalf of the student and benefit-sharing mechanism will be abided by as proposed in section.

If a student is employed to assist in execution of a sponsored project or programme, the intellectual property rights originating from his contribution to the project will be governed by the terms of the contract between the institute and the sponsoring agency.

If the IP has been generated as a work-for-hire, the student will retain the moral right to be identified as the creator of the IP, but right of commercialization rests with the Institute.

10.3 IP AND ITS OWNERSHIP

Patent, Copyright on Software, Industrial design, IC layout design and New plant variety Intellectual property is owned wholly or exclusively by SVNIT, Surat if:

- a. It has been developed either solely with the use of funds / facilities provided by SVNIT, Surat or with a mix of funds / facilities of SVNIT, and external agencies but without any formal associated agreement.
- b. It has been developed with the use of external funds / facilities, including, that of sponsored research and consultancy projects without any associated agreement.
- c. It has been developed under any contract arrangement including "work for hire", work commissioned and/or outsourced by SVNIT, Surat.
- d. It has been developed pursuant to a written agreement where ownership has been transferred to SVNIT, Surat. Examples are work assigned to programmers, writers of SVNIT, Surat publications, etc.
- e. It is not assignable to an individual or a specific group of identifiable contributors, i.e. Software or technology or process developed over a period of time with contribution from different individuals of / for SVNIT, Surat.

For all the above cases, SVNIT, Surat can be the applicant while proceeding for the protection of IP. This condition is also applicable for the IP already granted or previously filed and under review by the date of implementation of this policy.



If the cases arise in the context of Technology Transfer/Licensing whereas the Faculty Member is Applicant/Inventor/Patentee (without SVNIT as co-applicant) of the IP (including cases of Prior to implementation of this revised IP Policy) and any Industry/Organization/Person is interested for Technology Transfer/Licensing of such IP and insists SVNIT Surat to be Co-Applicant in such exceptional cases, the Institute on the recommendation of SAAMIP/ Dean (R & C) and approval of the Director, may opt SVNIT Surat as Co-Applicant. In such cases, the applicable additional cost (Professional fees of attorney and Official fees of patent office) towards inclusion of SVNIT Surat as Co-Applicant including its Maintenance and renewal fees shall be borne by the Institute from appropriate funds.

Similarly If the cases arise in the context of Technology Transfer/Licensing whereas the Faculty Member is Applicant/Inventor/Patentee (without SVNIT as applicant) of the IP (including cases of Prior to implementation of this revised IP Policy) and any Industry/Organization / Person is interested for Technology Transfer/Licensing of such IP and insists SVNIT Surat to be Applicant in such exceptional cases, the Institute on the recommendation of SAAMIP/ Dean (R & C) and approval of the Director, may opt SVNIT Surat as Applicant. Under such situation the institute and inventor has to enter into a legal process to transfer ownership through a **Patent Assignment Agreement** where an inventor/**assigner** transfers all the rights or interests in the patent to SVNIT Surat/**Assignee**. However, all other terms and conditions, interpretation, definition, IP ownership, licensing, royalty sharing etc. will be governed by the prevailing IPR Policy of the institute.

Irrespective of above situation where the inventor/assigner intends to transfer its patent right ownership to the institute/Assignee by entering into Patent Assignment Agreement for purpose like start up etc, on specific recommendation of SAAMIP/ Dean (R & C) the institute Director can decide to enter into such agreement. Under such situation a valid Patent Assignment Agreement duly agreed by the party(ies) involved needs to be executed.

In such cases, the applicable additional cost (Professional fees of attorney and Official fees of patent office) towards inclusion of SVNIT Surat as Applicant including its Maintenance and renewal fees shall be borne by the Institute from appropriate funds.



Similarly, when the institute intends to enter into exclusive IP and Technology License Agreement with any industry/firm/start up or with any organization/ institute, under such situation with due recommendation of the SAAMIP/ Dean (R & C)/ and approval of the Director, the institute and other party can enter into a valid legal agreement provided the same is mutually agreed by both the parties.

Intellectual property can be owned by Third party(ies) (exclusively or jointly with SVNIT, Surat) if:

- a) It has been developed with external funding from Third party(ies) including sponsored research, consultancy projects and other collaborative activity (ies) with a formal associated agreement.
- b) It has been developed without external funding from third parties under collaborative project(s) or activity(ies) with Third party(ies) with associated agreement(s).
- c) It has been developed out of the work carried out by SVNIT, Surat faculty / student / project staff/supporting staff during their visit to a Third Party Institution/ organization.

For sharing of IP in case of sponsored research and consultancy projects or any other collaborative activity, the following guidelines shall be followed:

- (i). If the funding agency allows SVNIT, Surat to own the IP, then SVNIT, Surat may share its rights with other Third party(ies) subject to their respective contribution.
- (ii). In case of funds provided by an agency of Government of India, the ownership shall be decided in compliance with the ownership clauses defined by the funding agency at the time of approval of the activity (ies).
- (iii). In case of funds provided by a non-government agency - the ownership may be shared between SVNIT, Surat and funding agency. The sharing may take into consideration relative contributions of parties involved as well as any background IP with respective parties. Waiver of joint ownership can be considered by SVNIT, Surat on recommendation(s) of the Involved Inventor(s) or Lead Inventor based on the adequacy of compensation provided to SVNIT, Surat.
- (iv) For a multi-country/multi-institutional collaborative project, there must be an explicit agreement defining the ownership of IP generated. Normally, IP will be shared among only those parties that contributes towards creation of IP through direct involvement of their human/other resources.



- (v). In case of collaborative activity with foreign institutions involving indigenous biological material, IP ownership has to take into account restrictions as per the prevailing 'Biological Diversity Act 2002' of India.

The Intellectual property can be owned by the Inventor(s) if:

None of the situations defined above for SVNIT or Third party ownership applies, and the IP is unrelated to the inventor's engagement with SVNIT, Surat. For faculty and staff, the Engagement implies responsibilities associated with employment. It is also expected that the person concerned would have pursued these activities outside of normal working hours of SVNIT, Surat.

Copyright other than Software

The copyright owned by the author(s):

The copyrights is owned by the authors for textbooks, research books, articles, monographs, teaching-learning resource materials and other scholarly publications unless restricted by an associated agreement. These may also include popular novels, poems, musical composition, other work of artistic imagination, etc. It is advisable to keep the SVNIT informed about such creations.

Revenue generated, if any, from such activities must be reported to the institute as per the prevailing rules of income from other professional activities/sources for income tax purpose. Institute to encourage faculty to undertake books writing with reputed international publishers, shall waive off its share however the author must mention the name of the institute as affiliation and shall duly acknowledge the institute in his copyrighted material.

The copyright owned by SVNIT, Surat:

The copyright is owned by SVNIT, Surat if the work is created under any contract.

The copyright re assignable to Authors:

Copyright works that are normally assignable to SVNIT, Surat may be reassigned to the author on request of the author provided it does not violate any agreement with Third party and does not intervene/harm the interests of SVNIT, Surat.



Copyright owned by student

- (i) Copyrights of thesis, dissertations, term papers, laboratory records, and of other documents that are produced by a student during the course of his/her study will reside with the student unless restricted by an associated agreement and/or research carried out using facilities that have come to SVNIT, with pre-imposed IP protection restrictions.
- (ii) For claiming ownership of copyright for thesis and dissertations, the student(s) has/have to declare that the thesis does not include any information that needs IP protection by SVNIT, Surat.
- (iii) If any such work could not be protected before submission of the thesis, concerned inventors should take steps to protect the IP within a period of one year of submission of thesis. SVNIT, Surat would have a mechanism in place for processing such thesis in order to protect the confidential information during this period.

Trade and Services Marks

Trade and service marks related to goods and services involving SVNIT, will be owned by SVNIT, Surat.

Protection of Biodiversity and Traditional Knowledge

SVNIT, Surat affirms that it abides with the national laws on biodiversity and traditional knowledge. Inventor(s) has / have to ensure that the provisions under the national laws on biodiversity and traditional knowledge are not violated during the course of securing any IP protection or use of such knowledge.

Waiver of IP Rights by SVNIT, Surat

Subject to any associated agreement and with appropriate approval from the sponsor, SVNIT may waive its rights to specified intellectual property in favour of the inventor so as to enable the inventor to seek funding or other support for the purpose of commercialization, or the Institute assessment doesn't favour IP protection. Such waiver of ownership in favour of the inventor(s) can be considered-

- a) if it is established that, such ownership of the inventor would be essential to enable dissemination of benefits of the invention to the society, or
- b) if SVNIT, Surat decides, not to pursue the protection of IP within a period of six months of complete disclosure by the inventor to SVNIT, Surat.



The decision to pursue or not to pursue should be communicated to the inventor within a period of three months of complete disclosure by the inventor to SVNIT, Surat.

In all cases, unless explicitly agreed to, SVNIT, Surat shall normally retain a perpetual, royalty-free license to use the intellectual property and any corresponding IP for research and educational purposes.

Trade Secrets and Know-How Information

Tradesecrets and know-how fall outside the scope of protection under current IP regime of India.

It is important for the owner of such secrets and know-how to maintain confidentiality through confidentiality or non-disclosure agreements (NDA) with the other parties. In order to protect the information exchanged or being exchanged with Third party(ies) associated with an activity, Lead inventor faculty is encouraged to sign separate NDA with third party, associated faculty members, students, supporting staff, project staff and visitors.

Such confidential information should not be incorporated in a student's thesis without the written permission of the owner of the information. Trade secrets and know-how information should be exchanged with Third party in writing through a disclosure notice in order to keep a record of time and extent of disclosure. Such NDA should have a reasonable time limit from the date of disclosure of the information by the two parties so as not to hamper dissemination and propagation of scientific information to society.

Work carried out or information generated under an activity at SVNIT, Surat will not be generally considered proprietary. Non-publication/non-disclosure of information will only imply that the results have not yet reached a stage that merit disclosure or are awaiting IPR protection. Considerable amount of IP generated at SVNIT, Surat results from student's work / thesis and intended for research publication. In view of this, it is important that NDA with Third party (ies) should include clause that specifies time limit for assessment of IP created and filing of IP under an activity. At any time several faculty members, students, supporting staff and project staff may be working on different aspects of the same research area.



NDA or any other agreement of collaboration must protect research and development interests and activities of institute person unrelated to the agreement and avoid any restrictive clause in this regard even for a limited period.

Copyrights Owned by Third Parties

Software

Institute expects that its faculty / students/ project staff / supporting staff / visitors to understand the obligations made to the Third party related to software and databases. It is possible that SVNIT, Surat faculty / students / staff / project staff / visitors are engaged in developing software or other IP using software, which are not in the public domain and are proprietary to certain suppliers. It is usual for SVNIT, Surat to procure such software for education and research purposes. Many such licenses may have restriction on IP creation and / or its commercial use. It is important that, if there are any restrictions in the software employed for such IP creation, the same are settled with the owner / supplier of the software, before initiating IP protection. Software of general use shall be procured with valid license.

Other copyrighted material

SVNIT, Surat and its faculty, students, supporting staff; project staff and visitors,

- (i) will respect protection offered by Indian copyright law to all copyrighted material,
- (ii) would use copyrighted materials for only personal use, teaching and research purposes as permitted by Indian law, and
- (iii) would not use copyrighted material in their thesis, publications, reports and other professional documents without taking explicit prior permission of the copyright holder.

Ownership of Intellectual Property in Certain Circumstances

Where research has been sponsored by a private industry/ foundation or government agency and no prior agreement exists on sharing of intellectual property, licensing of patents shall be negotiated between the sponsor and the Institute.

The intellectual property policies and guidelines of the Institute are subject to, and thus amended and superseded by the specific terms pertaining to intellectual property rights



included in Central or State grants and contracts, or grants and contracts with NGO's or private sponsors.

If the intellectual property has been generated as a work-for-hire, the employee or agency will retain the moral right to be identified as the creator of the intellectual property but right of commercialization rests only with the Institute.

Ownership of Intellectual Property Generated by students

It is a requirement in academics that a student must own the copyright of the thesis (since it is his or her original work) which he or she submits as partial fulfillment of the requirements for an academic degree. However, the student will grant a non-exclusive, non-transferable royalty-free license to the institute to use, in the course of non-commercial academic activity, the records and data generated in the course of his research. Furthermore, it is possible that the research that the student carries out as part of the program of study may result in the generation of intellectual property other than the text of the thesis. Supervisors should advise students during the course of their work that certain kind of research may lead to the generation of intellectual property which will require protection of its commercial value through confidentiality, for which the student will have to forgo publication before filing of a patent. Care should be taken at all stages to see that no conflict of interest arises between the student's academic activities and his or her generation of intellectual property. The copyright of the thesis in which this intellectual property is described or outlined will remain with the student while the institute will restrict access to the thesis for a limited period depending on commercial value as decided by the IPC. The institute will try to obtain a patent for the invention on behalf of the student and benefit-sharing mechanism. If a student is employed to assist in execution of a sponsored project or programme, the intellectual property rights originating from his contribution to the project will be governed by the terms of the contract between the institute and the sponsoring agency.

If the intellectual property has been generated as a work-for-hire, the student will retain the moral right to be identified as the creator of the intellectual property, but right of commercialization rests with the Institute.



The Library Committee of the institute shall ensure that the dissertation / thesis / report of students shall be made available in public domain only for fair usage after a period of one year of its submission and shall be placed in custody for one year such that the inventor shall get enough time to file IP and then publish before placing it in public domain. In case the IP originator requires some more time for filing of IP then the same shall be extended to him however in absence of such request the thesis / dissertation shall get automatically transferred to the public domain from the custody.

10.4 Disclosure and Confidentiality.

At an appropriate stage in the development of an invention, through Form No 5 and 6, a written disclosure of the concepts shall be submitted to the IPR Committee, providing all such particulars as are vital to judge its commercial prospects. The competent authority at the Office of the SAAMIP shall promptly acknowledge, in writing, its receipt of the disclosure and the date of receipt. The originator shall send one copy of his proposed manuscript, prior to submission of thesis, to the IPC.

Followed by this the Originator(s) of the IP shall refrain from publishing, reading, dissipating, circulating or disclosing the conception in any form whatsoever, since non-disclosure is one of the most important qualifications for intellectual property protection. The originator may disclose such conception, upon a prior written permission from the IPC, once an application for a patent, trademark or copyright has been made on the conditions described herein and the commercial rights in the conception are secured to the Institute.

All the departments, centers, sections in the Institute will be bound by the non-disclosure and confidentiality terms to be clearly spelled in a separate document. Each department is under obligation to file their R&D manuscripts, if any, on time to time basis, with the IPC. It is expressly understood by the departments that any information which relates to any Invention should be treated as Intellectual Property and therefore is not to be divulged without the prior consent of the IPR committee.



10.5 Commercialization

For purposes of protection and commercialization of intellectual property on behalf of the Institute, patent, trademark or copyright coverage may be sought, or the property may be treated as proprietary information, technical know-how, or trade secret.

The IPR Committee may determine whether the Institute has a legal interest in the commercialization of the property. However, the Institute is not legally bound to commercialization of each property and the originator may not claim such right. It shall be in the sole discretion of the Director on advice of the IPC to determine commercialization of the property.

In seeking and developing commercialization of intellectual property, the Institute shall be guided by the following principles:

- a. A primary objective and responsibility of the Institute shall be to assure that the products of its intellectual activity are brought into the widest possible use for the general benefit of society.
- b. Intellectual property should be treated as an asset and an appropriate return should be sought.
- c. Active participation of the originator in all commercialization efforts shall be sought.
- d. Booklet showing IP produced by institute shall be showcase to industry at appropriate platform, open house and shall be given wide publicity

10.6 Implementation of Intellectual Property Policies.

The IPC shall prepare and distribute to the various departments copies of this document and other recommendations as may be considered appropriate for the implementation of the provisions of intellectual property policies and guidelines adopted by the Institute.



The policies set forth herein constitute an understanding which is binding on Institute faculty, staff, and students as a condition of their participation in Institute research, teaching, and service programmes.

10.7 Creating IP Awareness

The IPR committee will take a proactive approach for generation and protection of intellectual property in the Institute. The committee shall identify all intellectual property developed in the Institute through review of UG, PG and doctoral projects, inviting ideas from students and faculty, and by all other means of collecting information. If it judges that there is a reasonable chance for successful commercialization of an invention, it shall (1) advise the originator on the steps to be taken for protecting the ownership rights to the property, and (2) refer the matter to the Director with clear recommendations for appropriate course of action on the part of the Institute. On persuasion of the IPC, or on his own initiative, the originator(s) will place a formal proposal before the IPC with details of the invention or other IP product. The IPC will examine the proposal taking help of internal or external experts, if necessary. The originator(s) may be required to make a demonstration of the product or process, or give a presentation before the committee. In some instances, the IPC may find that an invention has not been developed to an extent where a decision can be made on patentability or commercialization. In such cases, it will request the originator to provide additional information or data that might help in making a decision, or advise the originator to report back to the IPC after the discovery is brought to a more advanced stage.

In close consultation and collaboration with the originator, the IPC shall determine the appropriate method of protection of the property and, wherever appropriate, obtain such protection. The process for licensing, selling, or otherwise conveying intellectual property will not involve the use of sealed bids. All costs associated with these actions shall be borne by the Institute, except that such costs shall be offset against future income.

When a technology or other invention or intellectual property is commercialized, the net income from such commercialization will be distributed among the originator(s), the



Institute and other stake holders. The IPC will guide the Institute on the distribution formula.

- IPR Committee in coordination with Establishment Section of institute shall ensure that every faculty member/technical staff signs the undertaking **SAAMIP FORM 01** at the time of joining.

At the time of inducting a person/intern for short term then he/she needs to sign the undertaking **SAAMIP FORM 02**

- At the time of registration for Autumn Semester, each student must sign and submit a declaration in **SAAMIP FORM 03** to Professor-in-charge (IP).
- All departments will provide financial support in a fruitful means to all student projects with possible IP outcome.
- The institute will provide additional funds with higher outlay for project works with a commercial potential, wherever necessary.
- The IPR committee will bring out brochures / newsletters and make necessary announcements in various media for creating awareness among academic community in regards to advancements on technology, patentable and commercial technologies, IP laws and amendments and legal aspects related to IP. The IPR committee will conduct seminars, workshops, talks by eminent scientists and practitioners on IP related issues, and shall organize student groups to create greater participation.
- At the time of submission of thesis, each student must sign and submit a declaration in **SAAMIP FORM 04** to Professor-in-charge (IP).
 - At the time of filing invention disclosure to SAAMIP; fill up the **SAAMIP FORM 05**. This may be filled in consultation with SAAMIP office whereas its summary needs to be given in **SAAMIP FORM 06**
 - While signing Mutual Secrecy Agreement between SV NIT Surat and Collaborating Institution/s fill up the **SAAMIP Form 07**
 - At the time of appointment of external examiner for evaluation of M Tech dissertation/ Ph D Thesis the office of the Dean (Academic) shall arrange for issue of the **SAAMIP Form 08 (This is omitted)**
 - While constitution of the IPR Committee the Chairman/ Members and Member Secretary of the IPR Committee need to fill up the **SAAMIP FORM 09** for maintain the secrecy of classified documents. This needs to be signed by individual once at the time of formation of



IPR committee/ at the time of joining and will be applicable to every such document handled during the tenure)

- While undertaking students/ research scholars/ staff to work on any innovative research work the faculty member shall get the **SAAMIP Form 10** signed. The faculty member needs to keep this form with him/her only. However during the progression of the research work/invention if he/she feels there exists possibility of IP filing including that of commercialization, then such form shall be enclosed along with IP Application to be submitted to Profess Incharge (IP) with forward forwarded by Head of Department)

10.8 Proposals for Patent Application

Faculty members, technical staff and students interested to protect their intellectual creations under IP law of the land may apply to Professor-in-charge (IP) using the Invention and Technology Disclosure through **SAAMIP FORM 05**.

Professor-in-charge (IP) will draw the attention of IPR members in a meeting for evaluating the IP substance for possible protection preferably within two weeks but not later than one month. If the members agree to file for protection, the IPR committee will instruct SAAMIP staff to approach appropriate empaneled firm / legal entities to go forward with protection of the IP with due recommendation from Director.

If the IP substance is not fully developed for possible protection, IPR committee will guide the originators where to improve it. IPR Committee may also give guidance on drafting the patent forms and other relevant documents including provisional specifications.

The Institute shall bear all the charges for patent search while filling up the patent form. If the patent is granted, it becomes the property of institute. The Institute has the prerogative of finding a suitable partner for commercialization of the patents for first two years from the date of grant of the patent.

However, in case no commercialization activities are initiated even after 5 years of grant of the IP, the institute may opt to bear 50 % of the cost associated with maintaining of such patent/s whereas 50 % of the cost will be adjusted from the inventor/s through PUF etc. for remaining years.



During such period if the commercialization of IP happens successfully, then the expenses of the inventors towards maintenance of the IP for such period will be adjusted back.

However, the IP rights will remain with the institute and will not be released to the inventor(s) under such situation.

10.9 Appeal Procedure

In case of any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy, any aggrieved person can appeal to the administrative body formed for the purpose to resolve the issue. In case the appellant is not satisfied with the decision of such a body, he/she can appeal to the Director, whose decision shall be final.

10.10 IP Infringement

In case of violation / infringement of any intellectual property rights such as patent infringement by the SVNIT faculty / students / project staff / supporting staff / visitors or any third party infringing upon the IPR of SVNIT Surat inventor of SVNIT would create an appropriate administrative body, which would first investigate the matter and make recommendations to the Director for resolution of such violation/infringement. In case of any third party infringing upon IPR of SVNIT, the above administrative body would investigate and make recommendations to the Director, including need for any legal course of action.

11. POWERS TO AMEND IPR POLICY

SVNIT Surat, through its Board of Governors (referred to as BOG), will have the full power to make changes to the IPR policy or bring out a new policy as and when it is felt necessary. This can happen in view of changes in government policies or other national and international developments including treaties and legal judgments. The changes or the new policy shall be applicable to all faculty / students / project staff / supporting staff / visitors.



12. JURISDICTION

As a policy, all agreements to be signed by SVNIT, Surat will have the jurisdiction of the courts in Surat and shall be governed by appropriate laws in India.

Disclaimer:-This policy document is for internal circulation and meant for guiding the IP creators, IP users and IP Administrators at SVNIT Surat and is based on best practices being followed at various reputed institutions at National and International Level. No copyright is claimed.



IP FORMS

A handwritten signature in blue ink, appearing to be 'R. Smith', located at the bottom right of the page.



**SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY
SURAT – 395 007, Gujarat**

**Section for Awareness, Acquisition and Management of IP
Office of the Dean, Research & Consultancy**

**SAAMIP Form 1 - Undertaking to be signed by all academic and technical
staff joining SVNIT Surat ##**

1. This is to declare that, I have read and understood the policy of the National Institute of Technology, Surat with respect to intellectual property and the rights therein, entitled, 'IPR Manual for SVNIT Surat comprising of Policy Guidelines and Forms' and that I agree to be bound by it and to follow its provisions during the period of my employment at the Institute.
2. I agree to report, disclosing full details, to the relevant authorities of the Institute on any patentable or commercialisable intellectual property, that, I may generate or participate in generating in accordance with the provisions of the Intellectual Property Policy.
3. (Strike out whichever is not applicable)
(a) I certify that I am at present under no contractual obligation with any person or organization, which are in conflict with the Policy.

OR

- (b) I am at present under the contractual obligations as detailed below:

(Attach a separate sheet, if necessary)

4. I agree to share all intellectual property generated during the course of my work with the Institute in accordance with the Intellectual Property Policy of the Institute in vogue at the time of creation of the intellectual property.
5. I undertake to behave with dignity and broadness of mind while sharing / accessing possible intellectual property rights with my coworkers – students, faculty, technicians and other supporting staff as well as visitors including assignments / activities posed to me for review / examine including but not limited to RPS report; Ph.D. pre-synopsis; M. Tech. dissertation report, Project, Thesis, Consultancy report, Project completion report, etc., if any as applicable.
6. In case, if I leave the institute due to – retirement / better job opportunity; joins some organization on Lien or on Deputation or for any other assignment not covered above, and then decides to file an IPR based on my earlier work carried out at SVNIT, Surat, then in that case the process of filing of IPR shall be done through SAAMIP of SVNIT Surat only, and institute will hold its share on IPR revenue, if any.
7. I will not file any IPR in isolation or will not process with any IPR related matter on my own without involving SAAMIP / IPR Committee / Chairman of IPR Committee/ Institute Authority.

Name : _____
Designation : _____
Department : _____
Employment Code : _____ (Signature with date)

To be filled compulsorily by existing academic and technical staff of the Institute

Forwarded by Head of the Department / Section / Cell:

FOR THE USE OF SAAMIP ONLY

Received.

Staff (SAAMIP)

Professor In-charge (IP)



SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY

SURAT – 395 007, Gujarat

Section for Awareness, Acquisition and Management of IP

Office of the Dean, Research & Consultancy

SAAMIP Form 2 - Undertaking by a person engaged by / associated with the Institute temporarily for a short term period

Myself, _____, hereby certify that, I am associated with the following work and is engaged by / associated with the institute temporarily for a short-term period as mentioned:

I undertake that during the course of my work, I shall not use any material protected under copyright laws beyond the scope of fair use except those for which explicit permission of the owner has been obtained. Further, I am not entitled to reproduce elsewhere any potential copyrightable material generated during the period of this agreement or after its termination except that which falls under fair use. I shall retain only moral rights to this material. Furthermore, no patentable invention / technology / innovation / trademarks developed by myself, and others I shall be working with, will be disclosed by me to any other party upon termination of this agreement. I understand that any prior disclosure by myself, directly or indirectly, either during the period of this activity or after its termination, shall render me prosecutable as per laws that may be in force at that time.

I hereby assign and / or transfer to Institute, absolutely and forever, all rights related to intellectual property generated during commissioning of the work or after its termination during my association with the institute.

Name	:	
Designation	:	
Department	:	
Project / Consultancy Code	:	(Signature with date)

Forwarded by

Name of the Project Investigator/ Project Coordinator:

(Signature with date)

Signature of the Head of the Department with Date

FOR THE USE OF SAAMIP ONLY

Received

Staff (SAAMIP)

Professor In-Charge (IP)

This includes but not limited to 'work for hire' personnel like JRF / SRF / Research Associates / Post-Doctoral Fellow / Emeritus Fellow/ any other staff at Institute under some projects/ consultancy; Internship candidates, etc.



SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY
SURAT – 395 007, Gujarat

Section for Awareness, Acquisition and Management of IP
Office of the Dean (Research & Consultancy)

Project / Dissertation / Thesis works

I / We, Mr./ Ms./ Dr. _____ Roll No.: _____ and Mr./ Ms./
Dr. _____ Roll No.: _____ registered as research
scholar/ research fellow or student of programs such as B.Tech./ M.Tech./ M.Tech.(Res)/ M.Sc./
Ph.D./ D.Sc./ Other _____ in the Department of _____
Sardar Vallabhbhai Institute of Technology, Surat (hereinafter referred to as the "Institute") do hereby
declare that I/we shall start working on a project entitled, / tentative area of project:
_____.

I / We declare that:

1. I / We shall respect the intellectual property of others. I/We shall not knowingly or unknowingly use any protected inventions/ designs/ materials/ integrated circuits/ etc. held by others for our purpose without paying the license fee.
2. I / We shall not use any unlicensed modeling / drafting / word processing / programming software for my/ our purpose.
3. I / We shall not use any material protected under copyright law except beyond the scope of fair use for our purpose.
4. I / We shall request SAAMIP for helping us for patent search for our work, the cost if any being borne by the Institute as per the clause given in policy
5. In the course of project work, if any IP is generated I / we shall proceed as per the IP policy of the Institute for possible protection and subsequent commercialization.

Name of the Student/s :
Roll No. :

Signature with date

Forwarded by,

Name of the Supervisor / s :

Signature with date

Signature of the Head of the Department with Date

FOR THE USE OF SAAMIP ONLY

Received

Staff (SAAMIP)

Professor In-charge (IP)



SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY

SURAT – 395 007, Gujarat

Section for Awareness, Acquisition and Management of IP
Office of the Dean (Research & Consultancy)

Submitted to SVNIT Surat

Joint Declaration by the Student and Supervisor of the Thesis or Dissertation or project report

I, Mr./ Ms. / Dr. _____ Roll No. _____ registered as a research scholar or a student of programs such as B.Tech./ M.Tech./ M.Tech(Res.) / M.Sc. / Ph.D. / D.Sc. / Other _____ in the Department of _____ Sardar Vallabhbhai National Institute of Technology, Surat (hereinafter referred to as the 'Institute') do hereby submit my thesis, entitled:

_____ (herein referred to as 'my thesis')
in printed as well as in electronic forms for holding in the library of records of the Institute.

I hereby declare that:

1. The electronic version of my thesis submitted herewith on CDROM is in PDF format.
2. My thesis is my original work of which the copyright vests in me and my thesis does not infringe or violate the rights of anyone else.
3. The contents of the electronic version of my thesis submitted herewith are the same as those submitted as final hard copy of my thesis after my viva voce and adjudication of my thesis/ dissertation/ project on _____ (date).
4. I agree to abide by the terms and conditions of the Institute Policy on Intellectual Property (herein after Policy) currently in effect, as approved by the competent authority of the Institute.
5. I agree to allow the Institute to make available the **abstract** of my thesis to any user in both hard copy (printed) and electronic forms.
6. For the Institute's own, non-commercial, academic use I grant to the Institute the non-exclusive license to make limited copies of my thesis in whole or in part and to loan such copies at the Institute's discretion to academic persons and bodies approved from time to time by the Institute for non-commercial academic use. All usage under this clause will be governed by the relevant fair use provisions in the Policy and by the Indian Copyright Act in force at the time of submission of the thesis.
7. If the institute decides to then I agree to allow the Institute to place such copies of the electronic version of my thesis on the **private intranet** maintained by the Institute for its own academic community with the understanding that its usage will be for fair use.
8. I agree to allow the Institute to publish such copies of the electronic version of my thesis on a public access website of the internet in case institute decides.
9. If, in the opinion of the Institute authority or my thesis supervisor or head of department, my thesis contains patentable or copyrightable material and if the Institute decides to proceed with the process of securing copyrights and/or patents, I expressly authorize the Institute to

do so. I also undertake not to disclose any of the patentable intellectual properties before being permitted by the Institute to do so, or for a period of one year from the date of final thesis examination, whichever is earlier.

10. In accordance with the Intellectual Property Policy of the Institute, I accept that any commercialisable intellectual property contained in my thesis is the joint property of myself, my coworkers, my supervisors and the Institute. I authorize my thesis/ dissertation/ project supervisor and the Institute to proceed with protection of the intellectual property rights in accordance with prevailing laws. I agree to abide by the provisions of the Institute Intellectual Property Right Policy to facilitate protection of the intellectual property contained in my thesis.
11. No part of my thesis/dissertation should be disclosed by the Institute to any person(s) for one year and thesis/dissertation/project should be kept in close custody. This period of denial of access can be extended for one more year (total two years) if my supervisor informs to the Institute to protect the IP after the date of submission of the thesis or the period necessary for sealing the patent, whichever is early.

Name of the Student / s :
Roll No. :

Signature with date

Name of the Supervisor / s :

Signature with date

Forwarded by

Signature of the Head of the Department with Date

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Staff (SAAMIP)

Professor In-Charge (IP)

Copy to: Professor In-charge, Central Library, SVNIT, Surat





SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY
SURAT – 395 007, Gujarat

Section for Awareness, Acquisition and Management of IP
Office of the Dean (Research & Consultancy)

SAAMIP Form 5 - Invention and Technology Disclosure Form

The form may be filled in consultation with SAAMIP

1. **Title of the Invention:**

2. **Applicant:**

3. **Inventors:**

(For visiting scientists, please give details of substantive employer)

SI No.	Name	Employee Code or Roll No	Position	Department	Email

4. **Brief description of the invention:** (How this invention relates to new processes, systems, machines, compositions of matter etc.)

5. **Detailed description of the invention**

State of prior art:

(a) **Prevailing state of the art?**

(b) **Literature search relating to this invention:** (Please include a copy of the resulting documentation, and reprints of publications. Provide documents in electronic form)

- (c) **Prior art/patent search relating to this invention:** (Please include a copy of the resulting documentation, and reprints of patent documents: if a computer database search has been resorted to, please give the web site details and the Key Words used in the search. Provide documents in electronic form)

Description: (Describe the invention so that IPR committee members who are knowledgeable in the field can evaluate its technical and commercial merits)

Novelty: (Highlight the features described above that make the invention novel)

Inventiveness: (Are the novel features inventive based on 4.1(a) above; and, if so how?)

Advantages: (over comparable inventions or practices)

Testing: (Has the invention been tested experimentally? If so, details of experimental data to be supplied)



6. Funding and support

- I. Was there significant use of Institute equipment and facilities? Yes / No
- II. Was the invention supported by research grants/contract from external sources? Yes/No

If **Yes**, please give details:

- (a) Sponsoring agency: _____
- (b) Grant/contract no.: _____
- (c) Period of grant/contract: _____
- (d) Principal investigator and co-investigator: _____
(even if they are not inventors within the purview of this document and will not share the credit and royalties)
- (e) Has the sponsor been informed of the invention?
(state whether required under grant/ contract award conditions)
- (f) Was the work done under any other agreement? Give details.

7. Information for protection of IPR: Conception and disclosure (Accurate data is required as prior disclosure may affect possibility of obtaining patent rights)

Type of information	Date	References / comments
Date of conception of this invention. Has this date been documented? If so, where and how?		
Has this invention been presented at seminars/ discussions other than those which form the requirement for the degree program of the student?		
Please provide the anticipated date of submission for publication or communication for presentation at seminar/conference etc. (Should not be earlier than one month from this date)		
Has the invention been reduced to practice?		

8. Commercial potential:

Possible uses or application area or products that may embody some aspects of the technology:

List of probable users of the technology (class of industries/ organizations or target companies):

List of probable organizations who may be interested in technology transfer (target industries or companies or other organization):

Potential marketability including commercial suggestions (viable size of industry, equipment, raw material and manpower requirement under different skill levels, import component, export potential, other relevant economic information)



9. Prior disclosure and possible intent:

Has the invention been disclosed to industry representatives or their parties?

Has any commercial organization shown interest in this invention? Give details.

10. Development Stage:

What is the current stage of development of the invention as it relates to commercial utilization and marketability?

Embryonic

Partially Developed

Fully Developed

11. Potential for international patent:

Does the invention have significant commercial potential in foreign countries? If so, where? Give details.



12. Declaration:

I/We declare that all statements made herein are true to the best of my / our knowledge. I / We hereby agree to hold the right of intellectual property of this invention jointly with S. V. National Institute of Technology, Surat. SVNIT Surat will share any royalty income derived from the invention with the inventor(s) according to the IP policy of the Institute in force. Intellectual Property of this invention will be protected by S. V. National Institute of Technology, Surat, from time to time based on its merit and commercial viability.

Sl. No.	Name	Signature	Date	Place
1.				
2.				
3.				
4.				

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Received
Application No.:

Staff (SAAMIP)

Note:

Professor In-Charge (IP)

- (1) A patent confers the right upon an inventor to commercially exploit an invention for a limited period of time. Patent can be lost by disclosure of the details of an invention to the public before the filing of a patent. Unlike copyright, patent is not an automatic right. To obtain a patent, the proposed invention should be novel (not published elsewhere), inventive (not obvious to persons familiar with the state of art) and industrially applicable (should have utility). Once the patent is sealed, the patentee can sue for damages anyone who attempts to exploit the patented invention without the consent of the patentee.
- (2) This document should be prepared with due care. The formal patent application will be prepared only from the information provided herein.
- (3) Submission of the application in consultation with SAAMIP does not mean acceptance of the application for further processing (patent filing, etc.). For writing the application, the assistance extended by Patent Attorney will be reimbursed for prior art search by Institute.
- (4) The completed disclosure form with annexures (if any) should be submitted to:

Professor In-Charge (IP)
SVNIT, Surat



SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY

SURAT – 395 007, Gujarat

**Section for Awareness, Acquisition and Management of IP
Office of the Dean (Research & Consultancy)**

**SAAMIP Form 6 - Summary of the Invention and Technology Disclosure
Form**

1. Title of the invention:

2. Inventors:

(For visiting scientists, please give details of substantive employer.)

Sl. No.	Name	Employee Code or Roll No	Position	Department	Email

3. Brief description of the invention: (Not to exceed 100 words)

4. Prevailing state of the art:

(a) Details of Patent search sites or other resources.

(b) Key words used for patent search.

(c) List of patents related to present invention.

5. Novelty

6. Inventiveness

7. **Advantages**

8. **Commercial Potential:** (List of organization with possible interest in the invention)

9. **Signature of Inventor(s) with Date**

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Received

Staff (SAAMIP)

Professor In-Charge (IP)

Note:

- (1) The form should be filled based on Form 5.
- (2) The completed disclosure form with annexures (if any) should be submitted to:

Professor-In-Charge (IP) SVNIT, Surat





SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY
SURAT – 395 007, Gujarat

Section for Awareness, Acquisition and Management of IP
Office of the Dean (Research & Consultancy)

**SAAMIP Form 7 - Mutual Secrecy Agreement between SV NIT Surat and
Collaborating Institutions**

This agreement is between, S. V. National Institute of Technology, Surat (the provider organization) and / or provider scientist(s), jointly called the first party, and the organization _____ (the recipient organization), the second party.

1. The first party is the owner of the invention called _____ (description) and / or owner of certain technical data / process technology / other information (proprietary information) developed through their own efforts.
The organization _____ (name), the second party, is the owner of the invention called _____ (description) and / or certain technical data/process technology/other information (proprietary information) developed through its own business and R & D efforts.
2. The invention and/or the proprietary information of the provider scientist(s), SVNIT Surat and _____ (organization) is proprietary and confidential and not public knowledge. This will be disclosed to one another under the terms of this agreement.
3. The parties to this agreement consider it desirable for each other to have access to above invention/proprietary information for discussing and evaluating possible collaborative research and development work and / or licensing activities relating thereof.

Therefore, the parties agree as follows:

- a. All invention / proprietary information as used in this agreement provided by one party is proprietary and confidential in connection with evaluation of invention and / or proprietary information for collaborative R & D and / or licensing work. These are disclosed to one another in writing clearly marked confidential OR arise out of discussions during visits to laboratory / plants or any other facility of either party, and reduced to writing within thirty (30) days of such discussion. The date and time of the visit and personnel present during the visit should be recorded in writing by both parties.
- b. All parties agree to hold in confidence any oral invention / proprietary information disclosed and further agree not to disclose the same to third parties or use it for any other purpose other than discussion and internal evaluation provided in this document. However, either party may disclose the invention/ information/ technical data/ technology to its own employees assisting that party in making an evaluation, provided that all such employees shall have agreed to be bound by the secrecy terms of this agreement.
- c. The recipient of tangible products or materials consisting invention/ technology from the other party agrees not to analyze or have a third party to analyze such tangible products or materials.

- d. All invention / proprietary information is and remains the property of the disclosing party and must be returned, in a form suitable to be returned, within ninety (90) days after the disclosing party makes a written request for its return or at the conclusion of evaluation or termination of the agreement.
- e. The evaluation period during which information will be exchanged will be ordinarily one (1) year from the date of signing this agreement unless extended by mutual consent of the parties in writing.
- f. The foregoing obligation with respect to invention / proprietary information received by any party who are signatories to this Agreement shall survive in the event of termination of this agreement.

This agreement is effective as of _____, and shall terminate on _____. The two parties can extend the agreement through mutual consent, in writing, and the extension period shall be on a yearly basis. Either party may terminate this Agreement at its discretion immediately upon written notice to the other party.

This agreement is signed on _____ between:

SVNIT, Surat and _____ Organization

Signature with Date:

Signature with Date:

Name of Signatory:

Name of Signatory:

Designation: Dean (R & C)

Designation:

Address: S. V. National Institute of Technology
Surat 395 007 Gujarat

Address:

Copy to: Professor In-charge, (IP), SAAMIP





(This Form is OMITTED)

**SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY
SURAT – 395007, GUJARAT**

**Section for Awareness, Acquisition and Management of IP
Office of the Dean (Research & Consultancy)**

**SAAMIP Form 8 - Undertaking to be signed by Reviewer / Examiner of the
Thesis / Dissertation #**

I undertake that while performing the task assigned to me (review / examination),

- (i) Any material, process, concept, etc. produced in the report will not be used by me directly or indirectly.
- (ii) Any material, process, concept, etc. produced in the report will not be shared or disclosed to anyone.
- (iii) Confidentiality will strictly be maintained.

If the information (part of material, process, concept, etc.) contained in the application / form becomes available on public platform through source other than me (Journal publication, conference presentation / proceeding, lecture delivery), then, that information will not be treated as confidential.

I understand that above conditions are essential to protect the intellectual property rights of others and shall in turn may also take care of my own originated IP when someone will evaluate my work and does not question the morality.

Name :
Designation :
Department :
Institute :
Employment Code :

(Signature)
Date

Required to be filled up by the proposed external examiner/ reviewer ; The Office of the Dean (Academic) will arrange for sending this form while issue of such Appointment Letter



**SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY,
SURAT – 395 007, GUJARAT**

**Section for Awareness, Acquisition and Management of IP
Office of the Dean (Research & Consultancy)**

SAAMIP Form 9 - Undertaking to be signed by members of IPR committee

(This needs to be signed by individual once at the time of formation of IPR committee and will be applicable to every such document handled during the tenure)

I undertake that while performing the task assigned to me (evaluating patent application, processing patent application, etc),

- (i) Any material, process, concept, etc. produced in the application/form will not be used by me directly or indirectly.
- (ii) Any material, process, concept, etc. produced in the application/form will not be shared or disclosed to anyone.
- (iii) Confidentiality will strictly be maintained.

I will follow the norms/ terms and conditions provided by Institute time to time.

If the information (part of material, process, concept, etc.) contained in the application/form becomes available on public platform through source other than me (Journal publication, Conference presentation/proceeding, Lecture delivery), then that information will not be treated as confidential.

I understand that above conditions are essential to protect the intellectual property rights of others and shall in turn may also take care of my own originated IP when someone will evaluate my work and does not question the morality.

Name :

Designation :

Department :

Employment Code :

(Signature)

Date



SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY SURAT - 395007
Section for Awareness, Acquisition and Management of IP
Office of the Dean Research & Consultancy

SAAMIP Form 10 - Declaration by the Student(s)/ Research fellow engaged in Innovative Research works with Possibility of IP Formation #

I, Mr./ Ms./ Dr. _____ Roll No.: _____ registered as research scholar/ research fellow or student of programs such as B.Tech./ M.Tech./ M.Tech.(Res.) / M.Sc./ Ph.D./ D.Sc./ Other _____ in the Department of _____ Sardar Vallabhbhai National Institute of Technology, Surat (hereinafter referred to as the "Institute") do hereby declare that I agree to work under the supervision of Mr./ Ms./ Dr. _____ (Principal Inventor) for the proposed Invention / project in the area of _____

I declare that, I agree to hold in confidence any oral invention / proprietary information disclosed and further agree not to disclose the same to any third party or use it for any other purpose other than discussion and internal evaluation provided in this document. If any IP is generated from the above work, I agree to accept the following benefits from the IP:

1. Academic benefits in terms of research publications.
2. Academic benefits in terms of receiving a _____ degree.
3. Academic benefits in terms of inclusion of my name in the list of Inventors.
4. Financial benefits (if the IP gets commercialized) in terms of appropriate % of the Inventors share as per IP policy of the Institute. This percentage shall be decided with mutual consent of the Principal Inventor.

Name of the Student :
Roll No. :

Signature with date

Name of the Supervisor/ Principal Inventor

Signature with date

*(The faculty member needs to keep this form with him/her only. However during the progression of the research work/invention if he/she feels there exists possibility of IP filing including that of commercialization, then such form shall be enclosed along with IP Application to be submitted to Professor Incharge (IP) duly forwarded by Head of Department)

Forwarded by:

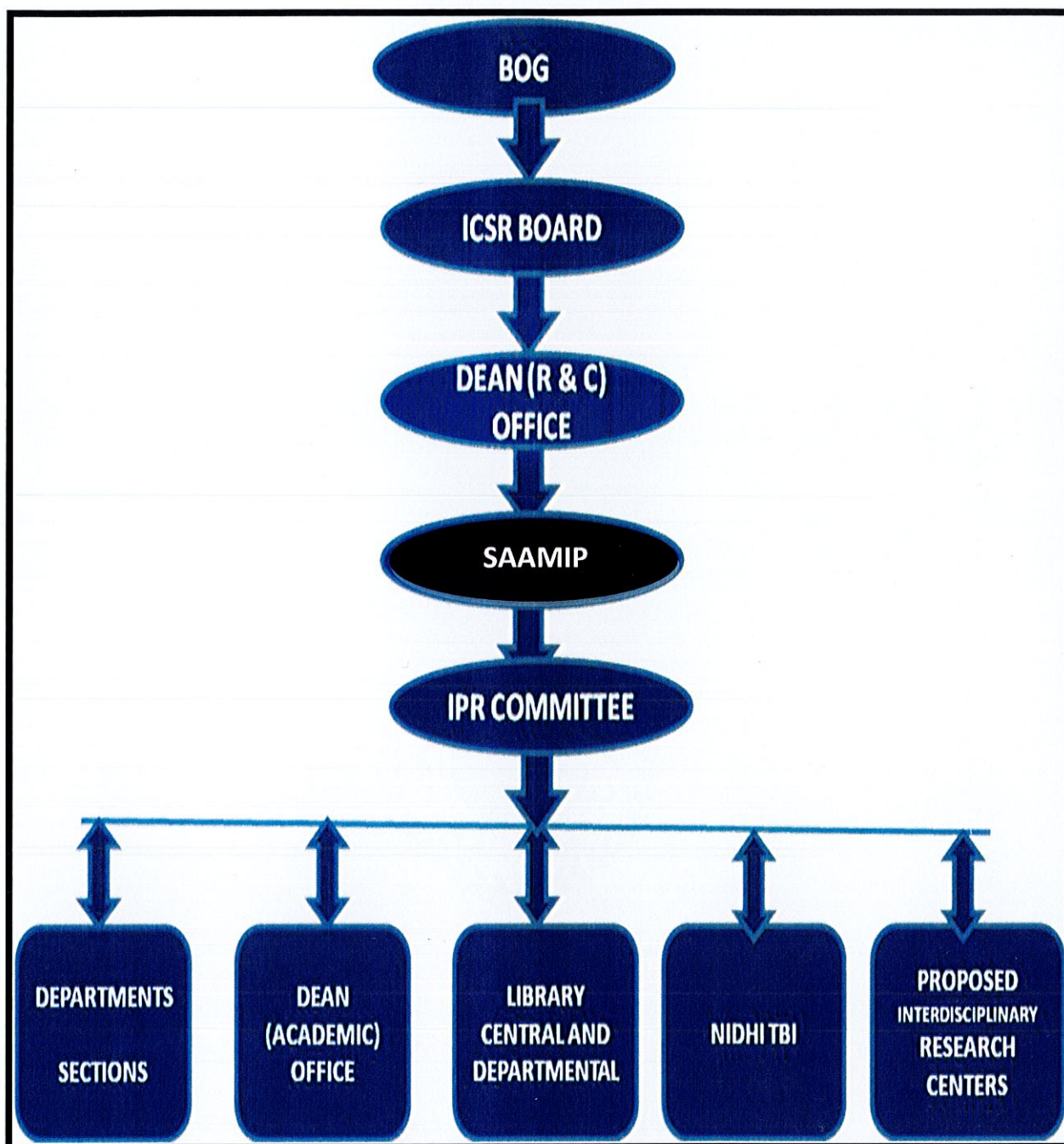
Signature of the Head of the Department with Date

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Professor In-charge (IP)



FLOW CHART

[Signature]