



श्री चित्रा तिरुनाल आयुर्विज्ञान और प्रौद्योगिकी संस्थान, त्रिवेंद्रम केरल- 695 011, भारत
SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES AND TECHNOLOGY, TRIVANDRUM
KERALA – 695 011, INDIA
(एक राष्ट्रीय महत्व का संस्थान, विज्ञान एवं प्रौद्योगिकी विभाग, भारत सरकार)
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Division of Academic Affairs – Intellectual Property Rights (IPR) Policy for the Institute -
Orders issued.

DIVISION OF ACADEMIC AFFAIRS

No. SCTIMST/DAA/1/10/2025

Dated: 8.04.2025

- Ref: 1) Recommendation of the Academic Committee (AC) (resolution no. B3) dated 11th February 2025.
2) Governing Body (GB) decision (resolution number 41) dated 8th March 2025.

ORDER

Governing Body (GB) held on 8th March 2025 approved the Intellectual Property Rights (IPR) policy of the Institute. The IPR policy of the Institute is given in the annexure to this order.


DIRECTOR

To All concerned
Copy to: Notice Board (Hos, AMC, BMT), Intranet



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INTELLECTUAL PROPERTY RIGHTS POLICY

1. Preamble

Intellectual property plays a significant role in providing a competitive edge to an organization. In recent years, it has been realized that the intangible assets of an organization - such as knowhow, inventions, brands, designs and other creative and innovative products – are as equally valuable as its physical assets. Bearing this in mind, the Intellectual Property Rights Policy document (hereinafter referred to as the Policy) of Sree Chitra Tirunal Institute for Medical Sciences and Technology, Trivandrum (hereinafter referred to as the Institute) seeks to provide guidance to academic and non-academic staff, students, scholars and external agencies on the practices and the rules of the Institute regarding intellectual property rights (IPR); and, obligations, such as the nature of intellectual property (IP) along with its ownership, exploitation, technology transfer and confidentiality requirements.

2. Purpose

This policy has been formulated by the Institute for the management of intellectual property right to:

- a) Provide a conducive environment leading to development of intellectual property;
- b) Facilitate, encourage, promote and safeguard scientific investigation, research and product development and the freedom of the person involved in research and development (R&D);
- c) Establish an IPR management policy and procedural guidelines for making available to the public, the inventions made in the course of research and product development in the field of medical devices and health care, carried out in the institute;

- d) Frame standards for do's and don'ts for the Institute as well as creators of intellectual property and their sponsors, relating to inventions and original works originating from the Institute;
- e) Promote, facilitate and provide incentives to the creators as well as members of the community who take initiatives to transfer the Institute's intellectual property to the public under this policy;
- f) Promote the Institute's activities to secure sponsored research/product development funding at all levels of research/product development;
- g) Make the Institute a prime academic research/product development institution, pursuing the highest ideals of creation through the benefits of Intellectual Property that originated from the Institute and is thereafter being disseminated to the community and society;
- h) Make the creator/inventor of IPR aware of the applicable laws and rules for ensuring their compliance; and
- i) Facilitate the Institute in making use of the developed IP for the maximum possible benefit of the creators, the Institute, and the nation at large.

3. Objectives

The objectives of the policy are as follows:

- a) To promote academic freedom and safeguard the interest of the inventor in creation and commercialization of intellectual property at the Institute;
 - To promote a competitive and conducive environment for both the curiosity-driven and market-driven research as well as developmental activities conducted at the institutional level so as to protect the creation of original works of authorship/inventorship.
 - To promote and develop a healthy environment with respect to the creation of IP
 - Any IP arising with commercial potential as a part of the Research, Invention/ Innovation initiative, and which the Institute intends to develop as an IP available in any form possible as product/process/design trademark/books and other original works of authorship, which will fruitfully promote the institute's development and use for economic and social benefit, will be protected.
 - The policy laid down in this document is expected to fulfil the commitment of the Institute to promote academic freedom and to provide a favourable environment for research and development. Also, it is in consonance with the National IPR Policy of the Government of India, 2016.
- b) To provide a single window reference system in a comprehensive manner for all issues relating to intellectual property generated at the Institute.

- c) To help in introducing judicious IP management practices within the Institute to promote an Intellectual Property Right (IPR) culture.
- d) To provide legal support, to defend and protect the intellectual property rights obtained by the Institute against any infringement/unauthorized usage.
 - To protect any IP developed within the institute or in collaboration, based on any MoU's with the institute, from any competitors/infringement/misuse in all the possible aspects.
 - Institute gives due recognition and protection to any creativity and permits setting it up before the Society for Industrial Applications.
 - Institute will ensure that an intellectual property right is not just a right to exclude others from using, selling, producing the protected assets. It is also designated to provide the holder with the positive right for any bona fide/permitted usage.
- e) To develop an environment for acquiring new knowledge through innovation and research, compatible with the educational mission of the Institute.
- f) To ensure that once any inventor/author or any interested party decides to explore the prospects of commercialization of IP, he/she must disclose it to the Institute, while continuing to keep the information confidential until the patent application is being processed; and
- g) To secure the release of Institute's rights relating to an IP, back to the researcher, where Institute decides not to pursue the opportunity for commercialization, subject to GB/IB decision
 - In any case, if the Institute terminates an application, the inventor may have the liberty to proceed with the application, subject to the GB/IB decision, provided the cost of changing the application (from legal entity to natural person or to another legal entity) and maintaining it, is borne by the inventor and an authorization letter in this regard stating that all cost/liabilities in favor of that application will be met by the inventor, has been signed.

4. Intellectual Property:

1.General Instructions

- a. All personnel involved in IP development should maintain a laboratory notebook and other related documents, while performing any work related to the development of IP that has potential to be commercialized and ensure that it is regularly signed and dated and acknowledged by the authorities, wherever applicable. This may be required to be produced as evidence in a court of law in case of any dispute.

- b. Any work/activity within or jointly conducted with other laboratories, departments, organizations, industries or any other agencies, or under a sponsorship/collaboration with any other agency, should be initiated after the governing terms are agreed upon mutually, subject to the permission of the competent authority of the institute.
- c. IPRs which are barred/exempted under the governing laws of India shall not be taken/permitted for protection and the decision of IP cell in this regard will be final with respect to the IP statutes and other rules of India.

2. Patents

- a. Once the inventor finds that a product/process is suitable for IPR filing, a search for suitability/patentability criteria viz. novelty, non-obviousness and industrial applicability must be carried out, through the IP cell. The IP cell can either pursue this activity in-house or may outsource it, as per the provisions, on a case-to-case basis.
- b. The Institute will require to be assigned to it such intellectual property as is created by the creators/inventors through the use of Institute supported resources. In this case, the Institute will take necessary actions to commercialize the property by filing a patent and through technology transfer agreements. Where a patent is applied for, the creator/inventor shall agree to maintain all relevant details of intellectual property secret and confidential until the patent application is filed. The creator/inventor shall furnish such additional information and execute such documents from time to time as may be reasonably requested for the effective protection and maintenance of proprietary rights of the Institute in the intellectual property.

3. Patent Cooperation Treaty (PCT)

- a. For any application, in which the inventor/or any interested party claims the invention to be suitable for PCT/Foreign Filing, the IP cell may be intimated, after proper approval by the competent authority, at the time of submitting the fresh application for patent filing.
- b. The IP cell will process the request and submit the application before a PCT committee constituted by the competent authority. The inventor has to present his/her project before the committee to justify the cost.
- c. If PCT/Foreign filing is required, the IP cell must initiate the procedure of PCT filing within the time limit required as per the law.
- d. The country/countries to which the application must enter into the national phase, has/have to be decided by the inventor in the PCT committee itself after proper consultation with the /Technology Business Division (TBD) and other interested parties (if any). It can be justified by a proper market study

done in-house on an outsourced design, on a case-to-case basis, if required, after proper approvals have been obtained.

4. PCT- National phase entry and Maintenance:

- For PCT/ Foreign filing, every possible method must be initiated for ensuring that the cost will be shared by the industry/other interested parties, either in full or in any mutually agreeable manner, by the TBD and hence proper intimation must be given to the TBD about the filing status.
- Once the PCT application has been filed, within 30 months from the date of filing, a separate application must be submitted in the selected countries for national phase entries.
- Once the application enters the national phases of the selected countries, the IP law prevailing in that country will be applicable, and the maintenance of the application will be done in accordance with the law of India and that country. Foreign patent filing will be subject to obtaining all proper permissions from the competent authority after proper justification on revenue generation.

5. Decision on continuing/discontinuing a patent application.

- Payment for maintenance/annuity/continuation of each patent will be done solely upon the decision taken by the Director/Head, BMT Wing, based on the justification given by the inventor and the recommendation made by the IP cell.
- If any appeal is raised against the decision taken, by any interested person, the authority Director/Head, BMT Wing, will constitute a committee on a case-to-case basis and decision will be finalized based on the committee's report. The decision of the committee and the competent authority will be conveyed to the GB/IB for the final decision in case of any dispute.

6. Industrial Design/ Design Registration

- The registration of designs in India is governed by the Designs Act, 2000, which was made effective from May 11, 2001, and the Design Rules, 2001. As per the Act, a design registration protects the features of shape, configuration, pattern, ornamentation or composition of lines or colours applied to articles.
- Payment for maintenance/annuity/continuation of each design will also be done solely upon the decision taken by the Director/Head, BMT Wing based on the justification given by the inventor and recommendation made by the IP cell.

7. Copyright

- The copyright of work, including software, created by the Institute personnel with significant use of Institute resources, will be rightly owned by the Institute.

The Institute has all right to demand assignment of the copyright in whole or in part, depending on the degree of Institute-supported resources used in producing the copyrightable work.

- The copyright of work of any activity of the Institute, produced by a non-institute personnel associated with the intellectual contribution of the Institute personnel, will be owned by the institute.
- Any copyrightable work, which is generated as a work for hire, will belong to the Institute as per the terms of the original contract.
- Acquisition of copyright is automatic, and it does not require any formality. Copyright comes into existence as soon as a work is created and no formality is required to be completed for acquiring copyright; however, a certificate of registration of the copyright and the entries made there-in, serve as prima facie evidence in the court of law with reference to dispute relating to ownership of copyright (Section 48 of the Copyright act 1957).

8. Invention(s), Design(s), Integrated circuit layouts, and Other creative work(s)

The Institute is the owner of all invention(s) including software, design, and integrated circuit layouts, created at the Institute. However, any Non-Institutional Personnel, who create inventions including software, design, and integrated circuit layouts at the Institute, without any intellectual contribution of the Institute personnel, and without significant use of the Institute resources, shall be regarded as the co-owner of such inventions. This matter will also be decided at the level of the competent authority.

9. Trademark

A trademark is a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises. Trademarks are protected by intellectual property rights. In principle, a trademark registration will confer an exclusive right to the use of the registered trademark. This implies that the trademark can be exclusively used by its owner or be licensed to another party for use in return for payment.

The ownership of trademark(s)/ service mark(s) created for the Institute shall be with the Institute.

10. Kinds of trademark which can be registered

A word or combination of words, letters, and numerals can perfectly constitute a trademark. But trademarks also include drawings, symbols, three-dimensional features such as the shape and packaging of goods, sound mark or color shades or smell mark.

11. Ownership of Intellectual Property

- a. The intellectual property created by the personnel during their employment at the Institute is owned by the Institute. IP created during the tenure of the personnel will still be owned by the Institute after the incumbent retires.
- b. Sharing of ownership of intellectual property created from funds provided partially or fully by a third party or in collaboration or in partnership with other organizations or individuals, is as defined by mutual agreements signed by the Institute
- c. Personnel who are associated with the Institute, but not coming under both the categories above and without an agreement, must assign the intellectual property to the Institute, if significant resources of the Institute are used
- d. Institute owns the copyright of books, reports, agreements, manuals, procedures, guidelines, software and any artistic work created by the Institute for various purposes
- e. In any case, if the Institute discontinues an application, the inventor has the liberty to proceed with the application, provided the cost of changing the application (from legal entity to natural person or to another legal entity) and maintaining it, has been borne by the inventor, and after proper permissions from the GB/IB have been obtained. An authorization letter in this regard stating that all cost/liabilities in favor of that application will be met by the inventor has to be signed.

12. Ownership of the IPR after the inventor has superannuated/resigned/left the institute/has died: -

- a. Once the inventor is out of the service of the institute, for proceeding with/answering the queries etc., the concerned department Scientist-in-Charge (SIC)/Head of the department (HOD) will be responsible for pursuing the IPR. If they are unaware/not interested to proceed in pursuing the IPR, they can convey their decision to the IP cell with proper justification.
- b. For any application which is not granted and is still in the application stage, and the SIC cannot continue to answer any queries related to it, the SICs/institute can very well get the assistance from the inventors, who may not be in service at that time, provided that the SIC has been able to justify that the continuation of the application has potential with respect to the mandate of the institute.
- c. In case of any appeal against the decision taken by the SIC/Competent authority by any interested person, a committee will be formed by the authority (Director/Head, BMT Wing) of the institute on a case-to-case basis for decision making.

The recommendations will be finalized by the authority with the help of the committee's report and placed before the GB/IB. The decision of the GB/IB will be final in this regard.

- d. The committee will analyse whether the patent application has any further translational potential with respect to the mandate of the institute. The nomination of the person who will be responsible thereafter with respect to that application, will also be decided by the committee.
- e. If the committee's decision is to revoke the application, the inventor/inventor's nominee can proceed with the application on his own, provided he/she is willing to transfer the application to his/her name, subject to the permission being granted by the GB/IB. A consent must be signed stating that for any further developments with respect to the application, the institute will not be a party.
- f. In cases of all IPs produced at the Institute, the Institute shall retain a non-exclusive, irrevocable license to use IP for teaching and research activities and any activities related with technology transfer, other than that consistent with the confidentiality agreement(s), if any, entered into by the Institute.

13. Inter Institutional IPR filing and revenue sharing:

- a. Sharing of ownership of intellectual property and revenue created out of Intellectual Property with other institutes/companies/universities partially or fully, is as defined by mutual agreements signed by the Institute on a case-to-case basis.
- b. If Sree Chitra Tirunal Institute for Medical Sciences and Technology, Trivandrum (SCTIMST) is a party in such agreements, joint applications may be filed as per the said agreement, provided that the maintenance cost sharing and revenue sharing will be as per the mutually agreeable terms in the agreement. In such cases, all the parties will stay as the joint applicants for the IP.
- c. In case, any person outside the institute has contributed significantly to the invention, he/she can stay as an inventor of the application provided that he/she is willing to assign the intellectual property to the Institute.

5. IPR Administration

This policy shall be applicable to all Institute personnel as well as non-institute personnel who are associated with any activity of the Institute, and is not limited to the outcomes of research, consultancy or continuing education programs.

a. Scope of the Policy

This policy covers all rights arising from intellectual property devised, created, or developed by the staff in the course of their employment by the Institute, irrespective of the eligibility of these rights for registration. The IP arising from academic research includes patents, designs, trademarks, service marks, copyright, know-how and undisclosed information.

b. Disclosure

When the creators of the invention develop a patentable intellectual property using Institute-supported resources, they shall report it promptly in writing along with relevant documents, data and information to the IP Cell. Disclosing the invention is a critical part of the IP protection.

Process for claiming the inventorship: The information should contain a complete disclosure of the nature of invention, particulars and other details of the intellectual property, identification of all persons who constitute the creators/inventors/authors of the property, and relevant undertakings for assigning the IP to the institute unless any mutually agreeable MoU prevails. Every individual's intellectual contribution must be identified and acknowledged. In case of the sponsored and/or collaborative work, the provisions of the contract pertaining to disclosure of the creative work is applied. The inventor(s) shall assign the rights of the disclosed invention to the institute through appropriate forms.

6. Scope of Declaration of Rights

- a. The items, clauses and the governance terms of the policy will be applicable for all IPs, where SCTIMST serves as an applicant, and to all IPs where staff, students, trainees, fellows of SCTIMST serve as inventors/applicants.
- b. Any concept/idea of an invention is advisable to be disclosed to the IP Cell. One may seek assistance from the IP cell to proceed for IP protection before the details of the invention are included in any grant application or are published or disclosed to any third party or industries.
- c. Any waiver of the institute's rights will be entertained/effective only in writing, with proper approval from the competent authority of the institute.
- d. Except or otherwise specified in any mutual agreement/MoU, any IP created by the employees/staff members/students/collaborators/visitors or any other personnel, as part of their studies, or as part of their course of employment/sharing of knowledge, or as produced under the terms of a research, grant or contract where SCTIMST is a party, will belong to SCTIMST.

7. Role and responsibility of inventors

- a. To have an innovative attitude, identify intellectual property and disclose it to the IP cell.
- b. To make an intellectual contribution (should have conceived at least one claim of the patent) in achieving the results of the research work leading to a patent.
- c. Any person who has claimed to be an inventor is entitled to provide answers to any queries regarding the IPR application.
- d. The inventor of an IPR application will also be entitled to give justification for proceeding with or for pursuing termination of an application.
- e. The inventor of an IPR application should assign the intellectual property created during the employment with the institute, to the Institute
- f. The inventor of an IPR application should ensure the right and dignity of all inventors while disclosing the intellectual property
- g. The inventor of an IPR application should help and support the transfer of technology
- h. While working in other institutes on lien, sabbatical or any other leave
 - o share the intellectual property with the Institute - as per the mutual agreement.
 - o assign the intellectual property to the institute, in the absence of any agreement, and if significant resources of the Institute are used
 - o in situations other than the above, inform the Institute about the intellectual property created
- i. Personnel of funding agencies, collaborators, and industrial partners etc., should share the intellectual property created by collaboration, as defined by the mutual agreement
- j. Wherein, in the absence of such an agreement, they should assign their intellectual property with the Institute, if significant resources of the Institute are used
- k. Students own their copyright on the thesis/dissertation created as a part of their academic program. However, the Institute holds the right to reproduce and distribute copies of their thesis/dissertation for teaching and research.
- l. Personnel should ensure that they will not disclose/use elsewhere, any confidential information gained during their work in other center, while working in the institute.
- m. In the same way, they should also ensure that they will not disclose/use elsewhere, any confidential information gained during their work within this Institute.
- n. While the process of obtaining IPR protection is ongoing, sending abstracts, research articles to public domain, presenting work in public interfaces like conferences, newspapers, are strictly prohibited. However, after filing IPR either in a provisional or in full form, innovators will be able to bring their innovation to public domain.

8. Maintenance of Intellectual Property

- A.** Intellectual Property fully owned by the institute:
- If the intellectual property is fully assigned to the institute, in any case the institute is obliged to maintain the same.
- B.** Intellectual property owned by the sponsor with MOU/undertakings/ specified conditions at the time of funding:
- a. Sponsor will be fully paying the maintenance cost and assigning the product to the institute.
 - b. Sponsor and the institute, sharing the maintenance of the intellectual property, have to assign the product to the institute under specific MoUs.
 - c. Sponsor and the institute may share the maintenance of the intellectual property and the product under specific MoUs.
 - d. Sponsor and the institute may transfer the intellectual property to the institute after a specified duration, i.e., the Intellectual property will be filed by the sponsor and maintained by him or her for a pre-defined duration. It may then be transferred to the institute for further maintenance. If there is potential in the IP, the Institute will proceed with the maintenance. The decision taken by the institute in this regard will be final.
 - e. In the case of any dispute, the competent authority (Director/Head, BMT Wing) can constitute a committee and reach a consensus on a case-to-case basis. If the need arises, the decision may be referred to the GB/IB for the final decision and resolution of the dispute.
- C.** Intellectual property owned jointly with the sponsor and the Institute without MOU/Specified conditions/undertakings at the time of funding
- 1) Maintenance of intellectual property will be as per the agreement between the institute and the sponsor at the time of filing, i.e., for the intellectual property developed with sponsors, in the absence of mutual agreement, the property can be maintained either by the sponsor or by the institute on a sharing basis, as per the MOU signed subsequently on a case-to-case basis.

9. Disclosure and assignment

When an intellectual property is identified, the inventor/(s) must disclose it to the Intellectual Property Rights Cell (IP Cell), with a proper undertaking stating that the product/IP is assigned to the institute. The copies of MoU (If any) should also be handed over to the IP Cell.

10. Role and responsibility of the Institute

- a. Providing and fostering an “innovation ecosystem” where learning, association, questioning, challenging assumptions and networking are encouraged.
- b. Having agreements with funding agencies, collaborators, and industrial partners, on terms and conditions of sharing intellectual property created by collaboration.
- c. Protecting the rights and dignity of all inventors.
- d. Reviewing and approving the intellectual property disclosed to the IPR cell by Head, BMT Wing and Director. However, the decision of the GB/IB in this regard will be final.
- e. Filing of intellectual property through the Institute’s Patent Attorney
- f. Maintaining confidentiality of information provided
- g. Protecting and safeguarding all Intellectual Property assigned and taking measures to make it available for public use through Technology Transfer.
- h. The Institute encourages the promotion of academic freedom and safeguarding of the interests of the inventor in creation and commercialization of intellectual property with legal support, wherever necessary. Also, it envisions creating an environment for acquiring new knowledge through innovation, developing an attitude of prudent IP management practices and promoting an IPR culture compatible with the mission of the institute.

11. Dispute resolution

- a. In the case of any dispute between the inventors regarding the implementation of IPR Policy, they may appeal to the Director, SCTIMST through the Head, BMT Wing.
- b. The Director’s decision in this regard will be respected. However, the decision of the GB/IB will be final in case there is still any disagreement.
- c. Disputes arising out of collaborative research or from externally sponsored research out of the institute in relation to the construction, meaning, scope, operation or effect of IP ownership and exploitation shall be governed by the associated agreement.
- d. In the absence of any written associated agreement, Director, SCTIMST shall refer the dispute to an independent expert who shall conciliate and pass an award. The opinion can be conveyed to the GB/IB, whose decision shall be final and binding to all relevant parties.

12. Jurisdiction

All agreements to be signed by SCTIMST will have the jurisdiction of the court of law in Thiruvananthapuram and shall be governed by the appropriate laws in India.

13. Confidentiality

All staff of the Institute associated with any activity of the Institute shall treat all IP related information which has been disclosed to the IP Cell and whose rights are assigned to the Institute, as confidential. Such confidentiality shall be maintained till expiry of the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain. Having filled the Disclosure Form, the creator is advised to maintain strict confidentiality, i.e., refrain from disclosing the details, unless authorized, until the Institute has assessed the possibility of commercialization of the intellectual property.

The Institute staff shall not disclose to any third party or use for their own purposes or benefit or the purposes of any third party, any confidential information about the business of the Institute unless that information is public knowledge, or he/she is required by law to disclose it.

The following guidelines should be followed when dealing with confidential information in the context of third parties such as commercial organizations:

- a. The information shared to prospective licensees before the signing of any confidentiality or secrecy agreement should in no case exceed the minimum amount needed to generate interest in them for any specific intellectual property.
- b. When a third party is interested in commercializing an invention of intellectual property, the same may be disclosed only after getting the non-disclosure agreement signed, to maintain the confidentiality of all information disclosed, before any further disclosure is made through the technology business division. They will be required to demonstrate their capacity to commercialize the technology to the Institute's satisfaction.
- c. Non-disclosure agreements will continue in force even if the commercialization process is aborted at any stage. However, it is recommended that no disclosure should be made if there is any doubt as to the outcome of the commercialization process.
- d. If any running royalties are slated to be received by the Institute, the licensees must be bound by their contract to take adequate measures to protect that matter from becoming known to others through the licensee's practice, and thereby made available to others whose activities may adversely affect royalty returns.

- e. Access to areas where Institute-owned intellectual property including confidential information is made available, seen or used, and to confidential documents, records, etc. is to be limited only to those who are inventors or are bound by confidentiality agreements.
- f. Inventors and/or Institute personnel must take care not to disclose confidential details of Institute-owned intellectual property in their publications, speeches, or other communications.

14. Assessment and Utilization Decisions

- The authorized/ designated officer/ committee of the Institute may assess whether there is a good prima facie case for believing that the intellectual property has economic value with respect to the utilization in technology transfer of the invention, and whether or not it is to be continued after seeing the justification and recommendation of the IP cell.
- Institute will take steps to commercialize the property through patenting or confidentiality. Where a patent is applied for, the inventor shall agree to maintain all relevant details of the intellectual property secret and confidential until the patent application is filed. In the case of protection through confidentiality, the same information will be kept secret and confidential as long as the intellectual property has commercial value. The inventor shall furnish such additional information and execute such documents from time to time, as may be reasonably requested for effective protection and maintenance of proprietary rights of the Institute in the intellectual property.
- The Institute will have no liability to keep the information secret and confidential if the intellectual property subsequently either comes into public domain or is otherwise commercialized.
- The Institute will be entitled to a non-exclusive, non-transferable license to use the work within the Institute for non-commercial educational and research purposes.
- If in any case, the issue of inventorship arises, the institute will constitute a committee, and the Committee must communicate its decision on the matter to the inventors within a reasonable time of the referral of the issue to the Committee. The decision of the institute with the recommendations of the committee after GB/IB approval will be final and binding on all inventors and the Institute.
- All expenses for obtaining and maintaining statutory rights in the Institute-owned intellectual property will be borne by the Institute.

1. Transparency of IP Administration

The Institute will inform the inventors of Intellectual Property, of the progress regarding the filing of the patent, commercialization and/ or disposition of the intellectual property. The Institute and the inventors shall maintain complete transparency in sharing information at all stages of the process. The inventors shall keep the Institute informed of the updates or development of the Intellectual property, which lead to tangible effects on the property.

2. Institute's Right to Update and Maintain Course Materials

In all cases, the author's special rights under section 57 of the Indian Copyright Act 1957 protect the author(s) of the original work.

(a) Where Institute owns the Rights?

The Institute will be at liberty to update, revise, and/ or translate (hereinafter revise) course material, provided that such revision does not damage the reputation or honor of the original author.

(b) Contracts and agreements

All agreements undertaken by any Institute personnel and students need to be approved by the Director of the institute.

3. National Biodiversity Authority and Biological Diversity Act

The Biological Diversity Act, 2002 and Biological Diversity Rules, 2004 and The Nagoya protocol, 2014 and related decisions on Access and Benefit Sharing (ABS) arising from the utilisation of genetic resources as applicable, as per the Government of India norms shall be applicable, where ever relevant

- Section 6(1) of Biological Diversity Act, 2002: - No person shall apply for any intellectual property right, by whatever name called, in or outside India for any invention based on any research or information on a biological resource obtained from India without obtaining the previous approval of the National Biodiversity Authority before making such an application.
- Section 6(2) of Biological Diversity Act, 2002:- The National Biodiversity Authority may, while granting the approval under this section, impose benefit sharing fee or royalty or both or impose conditions, including the sharing of financial benefits arising out of the commercial utilization of such rights.

India became a party to the CBD's (Convention on Biodiversity) Nagoya Protocol of Access & Benefit Sharing in the year 2014. Therefore, the applications submitted before 2013 did not have the ABS clause (Access & Benefit sharing) in the agreement and hence those were granted without the ABS.

- *The Nagoya protocol on Access to Generic Resources and the Fair and Equitable Sharing of Benefits arising from their Utilization to the Convention on Biological Diversity is an international agreement which aims at sharing the benefits arising from the utilization of generic resources in a fair and equitable way.*

Additional modifications for consideration in this policy will be placed in a subsequent Academic Committee (AC), Governing Body (GB).

Director