



# VEL TECH HIGH TECH

**Dr.RANGARAJAN Dr.SAKUNTHALA ENGINEERING COLLEGE**

**An Autonomous Institution**

**Approved by AICTE, New Delhi | Affiliated to Anna University, Chennai**

**INSTITUTION'S INNOVATION COUNCIL (IIC)**

## **IPR POLICY**



### **Part A: Preamble**

The Vel Tech High Tech Dr.Rangarajan Dr.Sakunthala Engineering College's Innovation and Startup Policy will allow the institution to regularly involve students, faculties, and staff in activities relating to innovation and entrepreneurship. Faculty members work constantly working in driving students towards innovation as they are capable of doing so. Students, who are aspiring to become as entrepreneurs will find the ways to transform their creative ideas into projects.

In today's field of cutting-edge science and technology, faculty members and parents proud students participate en-masse for R&D efforts. Our institution supports faculty members and student by transforming research and development activities into consumer goods for the society benefit. The institute will be able to create a robust startup and innovation ecosystem, which will also make it simpler to involve stakeholders, engage them, offer support, and set performance goals. In this regard, under the heading Startups Enabling Institutional Infrastructure, several practices were involved for fostering innovations and startups.

The startup policy is in line with the Vel Tech High Tech Institution's Intellectual Property Rights (IPR) Policy, which outlines all matters pertaining to IP and Product Ownership Rights for Technologies Developed at the Institute Organizational Capacity, and the Vel Tech Institution's Innovation and Entrepreneurship Center (IIC).

### **Part B: The VTHT Intellectual Property (IP) Policy**

This policy applies to all VTHT workers, faculties, staffs, students, researchers, and other external participants. The VTHT staff should be aware of the different intellectual properties that are created as a result of their research and instruction as these properties have the potential to result in ground-breaking discoveries, increased productivity, and creative endeavours that can be used as a method of effective communication and dissemination. They should be aware that obtaining of IPRs for their inventions and creative works will give them the right to avail

## Annexure – 2

financial gains and clarifies that the publishing without taking into account the viability of IPR protection (particularly patent protection) may jeopardise their chance of obtaining IPRs and the monetary benefit gained from licencing IPR.

An IPR Committee, made up of at least three academic members from the institute and periodically convened by the institution's director, will evaluate IPRs for protection. In addition to novelty and inventiveness which is based on a patentability search carried out by an independent party, such as a patent agent, evaluation may be based on the technical and commercial merit, market size and potential, interest from industry partners, as well as novelty and inventiveness. After completion of necessary measures to assess whether the IPR protection might be available, after obtaining IPR protection, or after receiving approval to move on without it, they have the right to choose whether the findings of any study they do while working for the Institute will be published or disclosed in any other way they see fit in line with customary academic procedures. However, the IP Inventions Policy will take precedence in cases where, a specific invention or development falls under both of the sub-policies. The head of the Institute has been given authority to exempt creators from the Institute's application for its intellectual property policy.

**Ownership:** All VTHT Employees are required to agree and sign the IP policy. All intellectual property (IP) created by VTHT employees will be owned by VTHT. In order to effectively safeguard the IP created by all VTHT staff, VTHT retains the right to file for IP protection in the US, India, and other countries.

**Funding of IPR costs:** The institute will cover all IP protection costs, including government fees, administrative charges, and legal fees, in cases where the proposal for IP protection has been approved by the IPR Committee. The inventors may choose to patent independently if the institute has elected not to pursue IP protection on its own. However, they would still need to include the institute as a joint applicant and sign an IP assignment agreement that would specify the institute's level of ownership on a case-by-case basis.

**Disclosure:** The VTHT supports the rapid disclosure of any potential intellectual property (IP), inventions (IPR), and innovations created by members of the Institute's professors or staff (including research personnel, doctoral candidates, students, and visiting scholars) while engaging in Institute-related activities. The VTHT outlines the relevant legal and extra-legal procedures for registration, including but not limited to patents, copyrights, trademarks, design

## Annexure – 2

rights, integrated circuits, and others. By sharing information, VTHT can respond quickly to safeguard and clearly describe the research activities taking place there.

**IP Licensing and Agreements:** VTHT is aware of the justifiable economic demands and the security expected in the form of IP, particularly for game-changing breakthroughs. The licence will be handled by VTHT, which oversees the assessment, marketing, negotiations, and licencing of all institute-owned IP. VTHT may from time to time use the services of a third party to obtain a licence for the developed technology, subject to mutually agreed terms and conditions and in accordance with the VTHT IP Policy.

**Technology License / Transfer Options:** According to VTHT, a successful commercialization process depends on the creators and inventors. The following settings must be applied for VTHT to use the newly created IP. Aside from incubation or licencing organisations, there are alternative methods for granting licences, such as direct licencing to third parties. It needs to be emphasised that licencing intellectual property is preferable to assigning it. If IP is allotted, VTHT reserves the right to march in rights in the case of assigned IPs. VTHT reserves the right to grant licences "as is, where is" basis.

**Technology licensing:** This would be in accordance with the current policy, and revenue earned would be split 70:30 between the inventor(s) and VTHT. According to the separate inventor agreement signed by the VTHT inventor(s), the 70% will be given to the appropriate inventor(s). In the absence of an alternative revenue sharing arrangement, royalty sharing is done on an equal basis for several VTHT inventors, the default inventors.

- The preferred manner of licencing is non-exclusive. Depending on the project's finance and any other pertinent conditions, there may be exceptions allowed to this rule.
- For the purpose of maintaining this licence agreement, the exclusive licence will be subject to periodic evaluation of the licence, including usage status, application, and/or region-specific considerations.

**Renewal of IP:** In any instance when the Institute obtains a patent, VTHT will renew intellectual property for a further period of five years. If the patent has been used commercially, the parties' mutual agreements will govern its renewal. The patent's creator(s) are responsible for paying the successive installments of renewal costs if the patent is not economically exploited within the first five years. The Institute may, in its sole discretion, withdraw the application for Patent protection if the creator(s) do not express interest in such renewals.

**Infringements, Damages, Liability and Indemnity Insurance:** VTHT will demand indemnity from any legal proceedings, including but not limited to manufacturing faults, production problems, design guarantees, upgrades, debug obligations, and the generated material, in any agreement between the licensee and VTHT. The policy also supports license agreements for supported research and consultative services which provide that VTHT workers must be indemnified. Intellectual property and licensing infringement legal actions will always be exclusively owned by VTHT.

**Jurisdiction:** All contracts that VTHT enters into will be subject to the jurisdiction of the court in Erode and will be regulated by the relevant Indian laws.

### **Part C: The Inventions related IP Policy**

**Relevant inventions and Ownership:** In accordance with this policy, VTHT is given ownership of all relevant inventions, including software when appropriate, designs, integrated circuit layouts, and patentable subject matter, independent of the source of funding, if any. When submitting an invention disclosure to VTHT, all inventors and creators must make sure that an inventor's agreement is completed. This agreement would, among other things, stipulate how the creators and inventors of VTHT would divide any profits made from the commercialization of the aforementioned technology. Lack of such a contract will be interpreted as equal sharing between the VTHT developers cooperatively created and externally funded. The relevant invention(s), including software, designs, and integrated circuit layouts, created during the course of a sponsored and/or collaborative activity (internal/external), are to be referred to along with this policy. Specific IP provisions made in contracts governing the collaborative activities are also to be referred to along with this policy.

- ✓ The intellectual property created with the money supplied belongs exclusively to VTHT.
- ✓ The intellectual property created during the collaboration is jointly owned, with the collaborative partner having first dibs on commercialization.
- ✓ In the case of collaborative or multiple consortium based IP generation, the IP terms of such an agreement must be taken into consideration together with the policy. In these situations, and in the absence of any formal IP agreements, VTHT abides by its IP policy.
- ✓ Depending on the funding source, the technology being used, and the intended uses, VTHT may award the created IP to the sponsoring agency.

## Annexure – 2

In such cases, VTHT retains the right to exploit the IP produced for its own scholarly and research endeavours.

**Design Rights:** The design right for a created component is governed by the IP innovations policy as detailed in this section (physical or graphic, of any dimension).

**Trade Mark(s) / Service Mark(s):** The Institute's trademark would be the VTHT logo. It should be reminded that none of the VTHT workers may use the VTHT logo in any of their private communications. For formal activities that are a part of the organization's officially recognized bodies, websites hosted on the VTHT domain, project websites and reports, and student theses, the VTHT logo is automatically approved. Utilizing the VTHT name or logo in whole or in part for any other activities requires VTHT's prior authorization.

### **Part D: The Expressions related IP Policy**

**Applicability & Requirements:** This policy applies to the range of activities that they engage in while working with VTHT, including but not limited to teaching, research, distance learning, continuing education, consulting, sponsored work, collaborative activity (internal and external), Institute designated or sponsored work (academic, cultural), and the range of creations that includes copyrightable works and related necessary confidential information.

**Relevant creations and ownership:** Title to all works developed in VTHT with the use of major VTHT resources is assigned to and owned by VTHT. This includes literary works, software, music, film and sound recordings, as well as other rights protected by the Copyright Act of India, 1956 and modifications thereto, as applicable.

The administrative and other documentation produced as part of the designated work are the property of VTHT. Course outline documents, exam questions and answers, grade ranking sheets, and other similar documents are examples. At the time of submission to VTHT, all inventions must guarantee that the inventor's agreement is completed. Among other things, this agreement would stipulate a revenue-sharing formula for the marketing of the aforementioned creation. The lack of such agreement will be considered as equal sharing amongst the creators.

### **Teaching / Course material**

- Any instructional materials created for instruction while the author was a student at VTHT are accepted as the author's property, according to VTHT.
- Given that the majority of course content is created cumulatively and in order to enable a wider usage and distribution of the created teaching materials, VTHT automatically

## Annexure – 2

receives a license to the copyright and all other rights of the content created by the creator for fair dealing under academic and research contexts.

- In respect to the content created, VTHT disclaims all liability for any copyright violations made by its personnel. The author is required to exercise due diligence when producing content.

**Books, articles and related literary works:** Publications, technical papers, etc. are some methods to achieve this goal and VTHT encourages its staff to communicate the information using above ways. In this regard, VTHT denies claim to ownership of the copyright on any works written by VTHT personnel. In circumstances where the books are related to the numerous research groups or professors teaching the course in the Institute, it is expected that the interested author would receive the necessary no objection certificate from co-authors or other contributors. Students who wish to publish their thesis as a book or in any other form of publication must first get VTHT's prior written consent before submitting it for an academic degree.