

**INTELLECTUAL PROPERTY RIGHTS CELL  
NATIONAL INSTITUTE OF TECHNOLOGY  
KURUKSHETRA-136119**

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The following advisory committee of IPR cell has been constituted keeping in view representation of all departments in IPR cell:

<b>S. No.</b>	<b>Name and designation</b>	<b>Department/ School</b>
1	Dr. R. P. Chauhan, Professor	Physics
2	Dr. Avijit Kumar Paul, Assistant Professor	Chemistry
3	Dr. Amit Prakash, Asstt. Prof.	Mathematics
4	Dr. Ashwani, Asstt. Prof.	Humanities
5	Dr. Sudakar Singh Chauhan, Assistant Professor	Ec and CE
6	Dr. Jitender Kumar Chhabra, Professor	Computer Engg.
7	Dr. H. D. Chalak, Asstt. Prof.	Civil Engineering
8	Dr. Shashi Bhushan Singh, Asstt. Prof.	Electrical Engineering
9	Dr. Hari Singh, Professor	Mechanical Engineering
10	Dr. Sarika Jain, Asstt. Prof.	Computer Applications
11	Dr. Mohammad Firoz, Asstt. Prof.	Business Administration
12	Dr. Sudhanshu Choudhary, Assistant Professor	School of VLSI and ESD
13	Dr. Chandrashekara M, Assistant Professor	School of Renewable Energy

**Revised**  
**INTELLECTUAL PROPERTY**  
**POLICY**

*for*

**NATIONAL INSTITUTE OF TECHNOLOGY**  
**KURUKSHETRA**

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# **Intellectual Property Policy for NIT, Kurukshetra**

## **Preamble**

The first Intellectual Property (IP) policy for the Institute was formulated in 2008. In the last few years, a number of new initiatives and issues have happened, with the enhanced growth in research and development. In view of the experience obtained during this period, in commercialization, incubation, international collaboration, distance education courses and student related issues, it was decided to review the current policy and suggest changes as appropriate. Also, it is in consonance with the National IPR Policy of Govt. of India 2016.

In order to facilitate faculty, staff and students of Institute in a proactive manner in the generation, protection and transaction of Intellectual Property which offers potential scope for shared benefits to both institute and inventors, an IPR Cell has been established in NIT Kurukshetra.

This document is the revised IP Policy for the Institute.

## **The Scope of NIT Kurukshetra IP Policy**

This policy is applicable to all NIT Kurukshetra personnel as well as non-NIT Kurukshetra personnel associated with any activity of NIT Kurukshetra, including visiting faculty/ student/ industry personnel/ research personnel and covers different classes of Intellectual Property - Patent, Copyright, Trade Mark / Service Mark, Design Registration, Trade Secret, Confidential Information and Integrated Circuit layouts.

### **(I) Ownership**

#### **I (a) Invention(s), Designs, Integrated Circuit Layouts and other creative works**

Invention(s) including software, designs and integrated circuit layouts, created by NIT Kurukshetra personnel without the use of significant NIT Kurukshetra resources and not connected with the profession for which employed at NIT Kurukshetra, shall be owned by the creator(s).

For Invention(s) including software, designs and integrated circuit layouts, produced during the course of sponsored and/or collaborative activity, specific provisions related to IP made in contracts governing the collaborative activity shall determine the ownership of IP.

NIT Kurukshetra shall be the owner of all invention(s) including software, designs and integrated circuit layouts created by team/ individual of NIT Kurukshetra and non-NIT

Kurukshetra personnel, associated with any activity and significant use of resources of NIT Kurukshetra. Non-NIT Kurukshetra personnel, who create invention(s) including software, designs or integrated circuit layouts at NIT Kurukshetra but without intellectual contribution of NIT Kurukshetra personnel or without significant use of NIT Kurukshetra resources, shall be the owner of such invention(s).

Except as stipulated above, NIT Kurukshetra shall be the owner of all invention(s) including software, designs and integrated circuit layouts created at NIT Kurukshetra, or any such application covered under prevailing IPR Laws of India.

### **I (b) Copyrightable Work**

1. Ownership of copyright of all copyrightable work shall rest with the author(s) with the following exceptions:
  - a. If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IP made in contracts governing such activity shall determine the ownership of IP.
  - b. NIT Kurukshetra shall be the owner of the copyright of work, including software, created by NIT Kurukshetra personnel with significant use of NIT Kurukshetra resources.
  - c. NIT Kurukshetra shall be the owner of the copyright on all teaching material developed by NIT Kurukshetra personnel as part of any of the academic programs at NIT Kurukshetra. However, the authors shall have the right to use the material in her/his professional capacity. As the traditional exception, NIT Kurukshetra shall not claim ownership of copyright on books, publications and presentation materials authored by NIT Kurukshetra personnel.
  - d. NIT Kurukshetra shall be the owner of copyright of work produced by non NIT Kurukshetra personnel associated with any activity of NIT Kurukshetra with the intellectual contribution of NIT Kurukshetra personnel. However, the authors shall have the right to use the material in her/his professional capacity.
  - e. In case any NIT Kurukshetra employee wants to obtain any kind of ownership of IPR in individual capacity, must seek prior approval from the Competent Authority of the Institute.
  - f. The Copyright for E-contents and Online Lectures, developed by the employee of the Institute will remain with the author.
2. The NIT Kurukshetra shall not claim ownership of copyright on books, publications and presentation materials authored by NIT Kurukshetra personnel.
3. The Ph.D. student is the original creator of the thesis, with relevant contribution of the supervisor(s) and the copyright authorship rests with the student. The ownership is jointly

held by the student creator and the supervisor(s) concerned. NIT Kurukshetra reserves all rights to display the thesis in soft and hard forms.

**I (c) Trade Mark(s) /Service Mark(s)**

Ownership of trade mark(s)/service mark(s) created for/by NIT Kurukshetra shall be with NIT Kurukshetra.

**(II) Disclosures, Confidentiality and Assignment of Rights**

For sponsored and/or collaborative work, the provisions of the contract pertaining to disclosure of creative work will be applied. Besides the above, the ownership of the Patent/ Copyright will be applicable jointly by NIT Kurukshetra and the collaborator(s), as the case may be.

For all other invention(s) produced at NIT Kurukshetra, if the inventor(s) wish to protect the invention(s) they produce, then they are required to disclose the creative work to the IPR Cell at the earliest date using an Invention Disclosure form (IDF).

All NIT Kurukshetra personnel and Non NIT Kurukshetra personnel associated with any activity of NIT Kurukshetra shall treat all IP related information which has been disclosed to the IPR Cell and/or whose rights are assigned to NIT Kurukshetra, or whose rights rest with NIT Kurukshetra personnel, as confidential. Such confidentiality shall be maintained till the date as demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public.

**(III) Assessment of Innovation(s) for Protection**

Any work to be protected will be informed to the IPR Cell which will recommend:

- i. that NIT Kurukshetra shall take the responsibility of protection of the IP, in which case, NIT Kurukshetra will initiate appropriate processes.

4

- ii. that NIT Kurukshetra shall not take the responsibility of protection of the IP, in which case, the rights to the disclosed invention shall be promptly reassigned to the creator(s).

The creator(s) may then choose to protect the creative work on their own.

**Filing of IP Applications in India:** The applications for IPR will be handled by the Attorney on Institute Panel, assigned through IPR Cell. No fee will be charged from the applicant.

**Filing of IP Applications in foreign countries:** within six months of filling the complete IP Application in India, NIT Kurukshetra shall, based on available information decide to the suitability of protection of the inventions in foreign countries. If NIT Kurukshetra opts not to

undertake such protection in any specific country requested by the inventor(s), NIT Kurukshetra shall assign rights of the IP in that country to the creator(s) for the purpose of such protection.

**Renewal of IP Rights:** A decision on the annual renewal of IP Rights will be taken by IPR Cell. If NIT Kurukshetra shall not to renew the IPR in any country, then it will assign rights of the IP in that country to the creator(s) upon a request to that effect from the creator(s). In case of Patents, the process reassignment will be completed in a period of three months before the due date for its renewal. In all cases where IP rights in any specific country have been reassigned to the inventor(s), NIT Kurukshetra shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by NIT Kurukshetra.

#### **(IV) Support**

##### **IV (a) Contracts and Agreements**

All agreements including but not limited to the following categories, undertaken by any NIT Kurukshetra personnel and students need to be approved by NIT Kurukshetra.

1. Allegiance, Affirmation & Confidentiality Agreement
2. Consultation Agreement
3. Evaluation Agreement
4. Research and Development Agreement
5. License Agreement
6. Technological Transfer Agreement
7. Alternative Dispute Resolution Agreement
8. Classified Information Non-disclosures (specific) Agreement

Director will be the final signing authority in all the categories of agreements listed above.

5

#### **(V) Technology Transfer**

NIT Kurukshetra shall strive to market the IP and identify potential licensee(s) for the IP to which it has ownership. The creator(s) are expected to assist in this process. NIT Kurukshetra may contract the IP to a Technology Management agency, which manages the commercialization of the IP.

For the IP for which exclusive rights have not been already assigned to a third party, the creator(s) may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care so as not to affect the value of the IP through appropriate agreements such as Non-Disclosure Agreement (NDA) with the potential licensee(s) during technology marketing discussions.

If NIT Kurukshetra is not able to commercialize the IP in a reasonable time, then it may reassign the rights of the IP to the creator(s) of the IP.

#### **(VI) Revenue sharing**

The net earnings from the commercialization of IP owned by NIT Kurukshetra would be shared as follows:

Case	Net earnings	Inventor(s)' share	NIT KURUKSHETRA's share
1	For the <b>first amount Q</b>	70%	30%
2	For the next amount Q	60%	40%
3	For the amounts more than 2Q	50%	50%

It is suggested that amount Q be initially fixed at Rs. 50 lakhs. The creator(s) share would be declared annually and disbursement will be made to the creator(s), their legal heir, whether or not the creators are associated with NIT Kurukshetra at the time of disbursement and/ or as per the agreement. The above share distribution will be reviewed periodically.

#### **(VII) Infringements, Damages, Liability and Indemnity Insurance**

As a matter of policy, NIT Kurukshetra shall, in any contract between the licensee and NIT Kurukshetra, seek indemnity from any legal proceedings including without limitation,

6

manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation.

NIT Kurukshetra shall also ensure that NIT Kurukshetra personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees. NIT Kurukshetra shall retain the right to engage or not in any litigation concerning patents and license infringements.

#### **(VIII) Conflict of Interest**

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the inventor(s) and/or their immediate family have a stake, in a licensee or potential licensee company then they are required to disclose the stake they and/or their immediate family have in the company. A license or an assignment of rights for a patent to a company in which the inventors have a stake shall be subject to the approval of the IPR Cell taking into consideration this fact.



### **(IX) Dispute Resolution**

In case of any dispute between NIT Kurukshetra and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Director of NIT Kurukshetra. The Director shall be assisted in this regard by IPR Cell, including one representative of the aggrieved party. The Director's decision in this regard would be final and binding.

### **(X) Jurisdiction**

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

7

### **Glossary**

- 1) "**Author**" means faculty, students, staff or visiting faculty who has/have written or created a creative work.
- 2) "**Collaborative Activity**" is the research undertaken by NIT Kurukshetra' personnel in cooperation with industry and/or another researcher(s) who are not NIT Kurukshetra personnel.
- 3) "**Confidential Information**" information not in the public domain and declared confidential by parties as such in MOU/Agreement that has been signed by the parties.
- 4) "**Conflict of Interest**" or a "**Potential Conflict of Interest**" exists when an inventor/author is or may be in a position to use either creative work or influence for unmerited personal or family gain.
- 5) "**Copyright**" means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work.
- 6) "**Copyrightable Work**" is a creative work that is protectable under copyright laws. Copyright protection is available for most literary, musical, dramatic, and other types of creative work, including software, teaching materials, multimedia works, proposals, and research reports.
- 7) "**Creators/ Inventors**" are persons who 'have produced any original work.
- 8) "**Cumulative Earning's**" from a patent/patent application.
- 9) "**Design Registration**" Registration of the novel non-functional features such as shape, or ornamentation of a product.
- 10) "**NIT Kurukshetra personnel**" includes but is not limited to the faculty, students, staff or visiting faculty, researchers and scientists at NIT, Kurukshetra.

- 11) "**Intellectual Contribution**" means original technical or artistic contributions.
- 12) "**Intellectual Property**" includes but is not limited to copyrights and copyrightable materials, patented and patentable inventions, tangible research results, trademarks, service marks and trade secrets.
- 13) "**IPR Cell**" is formed by the Director to implement the Institute IPR Policy, consisting of a Coordinator and a team of faculty members from different departments/ schools.

8

- 14) "**Invention**" includes but is not limited to any new and useful process, formula or Machine conceived or first reduced to practice in whole or in part, defined within the purview of the Patent Act. Inventor(s) and person(s) who produce and invention.

**Institute** refers the National Institute of Technology Kurukshetra

- 15) "**Licensing**" is the practice of renting the intellectual property to a third party.
- 16) "**Net Earnings**" Earnings resulting from the licensing or commercialization of the IP, reduced by the outstanding actual expenses incurred in obtaining and commercialization of the IP.
- 17) "**Patent**" means the exclusive right granted by law for making, using or selling an invention.
- 18) "**PCT Application**" A PCT is a system of filing a patent application in several countries through a single application keeping the priority of the first filing in any of the countries within the PCT system. This is administered by the World Intellectual Property Organization (WIPO) in Geneva. It is not a patent granting system.
- 19) "**Protection of Layout of Integrated Circuits**" Layout scheme of integrated circuits that are functionally important.
- 20) "**Royalty**" is the payment made to an inventor/author or an institution usually for legal use of a patented invention or any Intellectual Property when licensed.
- 21) "**Significant Use of NIT Kurukshetra Resources**" is any usage of NIT Kurukshetra resources in the creation of the invention(s), excess of the routine use of office facilities, computers, library resources and resources available to the general public.
- 22) "**Software**" means anything executable in a computer.
- 23) "**Teaching material**" means any material that aids the process of teaching.

**24) "Trade Mark/Service Mark"** is a distinctive word, symbol or picture or a combination of these, which is used by a business entity to discriminate its products and services from those of other business entities.

**"Trade Secret"** Usually some information such as know-how of commercial or strategic value