



**KG COLLEGE OF ARTS AND SCIENCE**  
Affiliated to Bharathiar University Accredited by  
NAAC  
ISO 9001:2015 Certified Institution



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## **Research & Development Cell**

### **Policy for Intellectual Property Rights (IPR)**

#### **The Objectives:**

- a. To ensure uniformity in the application of the IP related activities throughout the Institutions through a system
- b. Protect the legitimate interest of the members of faculty / research scholars / students / staff members / collaborators to avoid conflict of interests.

This policy may be modified from time to time to suit the evolving nature of the IP scenario and the IPR Committee will be the authorized body to address and approve the changes and resolve specific cases of conflict of interests. The IP policy is applicable to all personnel belonging to KG College of Arts and Science as well as non-personnel of KGCAS associated with any activity of KGCAS such as, but not limited to continuing education programme, and covers all different classes of Intellectual Property – Patent, Copyright, Design Registration, Trademark and Confidential Information. The non – personnel associated with IP activity may be identified through MoU / agreement / contracts between individuals or Institutions wherever applicable.

#### **Ownership**

KG College of Arts and Science, shall be the owner of all invention(s) including, but not limited to software, designs, copyrights and integrated circuit layouts created by teams of KGCAS Student, members of faculty and non-KGCAS personnel, associated with any activity of KGCAS, unless specific agreements or contracts are entered into by the institution as described below prior to the creation of the IP.

Invention(s) including software, designs and integrated circuit layouts, created by KGCAS personnel without the use of the institutional resources and not connected with the profession for which employed at the Institution, shall be owned by the creator(s). However, a clearance for such exemptions has to be obtained from the

IPR committee by providing all details to the committee. The decision of the committee will be final and binding.

For invention(s) including but not limited to 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. The IPR committee shall decide whether or where to file a patent or IP. Once the decision to protect the creative work is taken, the committee shall provide an IPR Advisor/Patent Attorney for drafting the IP application as appropriate. Institution shall pay for access to the relevant IP information databases and other associated costs

The inventor(s) shall conduct IP searches, study the prior art and provide the necessary inputs to assist in the drafting of IP application. Institution shall assist to file an Indian IP application.

The renewal fees for patents taken up solely by the institution will be paid by the institution for first seven years. If it is a joint patent with other sponsors then the cost will be shared between the institution and the sponsors based on the contract/agreement. Payment after the above said period is decided by the IPR committee based on the commercial Exploitation status of the patent. An employee of the institution who is on sabbatical or any other kind of leave is permitted to take up research directly with any organization, with due acceptance of the institution. However, the revenue generated out of the activity will have to be as per the revenue sharing norms of the institution.

All agreements including but not limited to the following categories, undertaken by the student / members of faculty need to be approved by the IPR committee.

- Non-Disclosure Agreements
- Consultation agreement
- License agreement
- Technology transfer agreement
- Collaboration agreement

The name and logo of the institutions cannot be freely used in any commercial transactions. Specific approval should be sought from IPR committee in case of any specific requirements.

#### **A. Technology Transfer:**

KGCAS shall strive to market the IP (patented or non-patented) and identify

potential licensee(s) for the IP to which it has ownership. The creator(s) shall assist in this process. The Institution 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.

Optionally, if the institution has not been able to commercialize the creative work in a reasonable time frame of 24 months, the creator(s) may approach the IPR committee, for the assignment of rights of the invention(s) to them and the decisions of the IPR committee will be final and binding.

### **B. Copyright:**

- a. All ownership of copyright works rests with the creator except if the work is produced during the course of sponsored or collaborative activity and with specific provisions related to IPR in contract.
- b. The ownership of the copyright will rest with the Institution if it is created with significant use of resources of the institution and is decided by the IPR committee.
- c. The ownership of copyright of teaching material developed as a part of academic programs rests with the Institution.
- d. All works including technical reports, Ph.D thesis are to be copyrighted with a copyright note: @KGCAS institution (year).
- e. It is the responsibility of the author/creator that their creation does not violate any copyright rules or ethical standards.

### **C. Publications:**

The members of faculty, students and other staff of the institution, encouraged to generate publications except for the following restriction:

- a. If the publication of the work is based on a sponsored research, due permission is required from the sponsor or strictly, follow the guidelines in the contract with the sponsor
- b. In case of generation of patentable outcome, the IP has to be registered as a patent or copyright before publishing the content.

### **D. Software:**

- a. The creators of the software are to protect its IPR as per the procedures and

in-line with the IP protection of the other IPs like patent, copyright etc.

- b. The software created for the purpose of teaching and further research can be freely distributed by the authors.
- c. If the software created out of a sponsored research, then due permission from sponsors or strictly follow the guidelines in the contract with the sponsor.
- d. The creators/authors should follow the norms, terms and conditions of the original software platform owners if their new improvements have been based on those software platforms.

#### **E. Revenue sharing:**

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

- a. The inventor(s) share would be declared annually and disbursement will be made to the inventor(s), based on their association with KGCAS at the time of disbursement. The continuation of the payment to the inventor once he/she leaves the institution will be at the discretion of the institute.
- b. In the event of payments received from interested parties before commercialisation of IP, like awards, rewards, patenting bonus, etc., the inventors' share will be 60%, irrespective of the value.
- c. For year I the amount will be shared as 60% for the inventor(s) and 40% for the Institution.
- d. For year II, it will be shared as 45% for the inventor(s) and 55% for the Institution.
- e. For year III, onwards it will be 25% for inventor(s) and 75% for the Institution.
- f. Co-inventors of IP shall sign at the time of disclosure, a distribution of IP earnings agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The inventors may at any time, by mutual consent, revise the distribution of IP earnings Agreement.
- g. If the patent is co-owned between the Institution and sponsors, the revenue sharing will be based on the contract/agreement between the Institution and sponsors.

#### **F. Consultancy and testing:**

The confidentiality of the activities of the consultancy and research work carried out through sponsored research and consultancy wing will be based on the agreements

between the consultant(s) and the company. In case there is no such agreement, it will be governed by the Disclosures, Confidentiality and Assignment clauses of this document. The revenue sharing for the lump sum consultancy fee will be 50:50 between the consultant and the institution after deducting the travel and other incidental expenses incurred for the consultancy work.

**G. Disclosures, Confidentiality and assignment:**

- a. For sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of creative work are applied.
- b. For all other invention(s) produced at KGCAS, if the inventor(s) wish to protect the invention(s) they produce, then they are required to disclose the creative work to the IPR Committee at the earliest date using an Invention Disclosure form - Refer Annexure 1. The inventor(s) shall assign the rights of the disclosed invention to the Institution.
- c. The IPRs submitted will be evaluated by the committee on the patentability or registration
- d. In case the Institution is not willing to apply for the patent or register the invention, the inventor can apply for the patent with their own funds, after obtaining written permission from the IPR committee. The IPR committee's decision on revenue sharing out of this case will be final and binding.
- e. All members of faculty, students and staff members associated with any activity of the institution shall treat all IP related information which has been disclosed to the IPR Committee and/or whose rights are assigned to the institution, or whose rights rest with KGCAS personnel, as confidential.
- f. 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

**H. Infringements, Damages, Liability and Indemnity Insurance:**

- a. As a matter of policy, the institution shall, in any contract between the licensee and KGCAS, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, up gradation and debugging obligation.
- b. The institution shall also ensure that all KGCASians have an indemnity clause built- into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.
- c. The Institution shall retain the right to engage or not in any litigation

concerning patents and license infringements.

#### **I. 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 committee taking into consideration this fact.

#### **J. Dispute Resolution:**

In case of any disputes between KGCAS and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the IPR committee. The IPR committee's decision in this regard would be final and binding.

#### **K. Jurisdiction:**

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

#### **Definitions:**

Inventor	Members of faculty, students, staff or visiting faculty who has/have written or created a creative work. It also includes any person who signs an agreement or MOU with the Institution for any work that results in IP creation.
Invention	Not limited to any new and useful design, process, formula or machine conceived or first reduced to practice in whole or in part, defined within the purview of the Patent Act. The inventions result in but not limited to Patent, copyright works, software, designs, PCB and circuit layouts. Inventor(s) are person(s) who produce an invention.
Co-inventors	Co-authors of the invention
Patent	The exclusive right granted by law for making, using or selling an invention.

Copyright	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
Design Registration	Registration of the novel non-functional features such as shape, or ornamentation of a product.
IPR Committee	Committee formed by the management and is the sole authorized body to handle all IPR related issues and conflicts
KGCAS Personnel	Includes but is not limited to the faculty, students, staff or visiting faculty and researchers at KGCAS
Intellectual Property	Includes but is not limited to copyrights and copyrightable materials, database rights, patented and patentable inventions, tangible research results, trademarks, service marks and trade secrets.
Licensing	The practice of renting the intellectual property to a third party
PCT Application	A PCT (Patent Cooperation Treaty) 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.
Conflict of Interest	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.
Ethical Standards	Refer to principles that when followed promote values such as trust, good behavior, fairness and/or kindness
Net Earnings	Earnings resulting from the licensing or commercialization of the IP, reduced by the actual expenses incurred in obtaining and commercialization of the IP, including the outstanding expenses.