

1. Introduction

The Govt. College of Engineering, Aurangabad recognizes the need for encouraging the practical application and economic use of the results of research carried out at the Institute for the benefit of the general public; therefore the institute adopted the following Policy on Intellectual Property. The present Policy relates to the ownership, protection and commercial exploitation of Intellectual Property created by Researchers in the course of their duties or activities at the Institute. The document sets out the rules of the Institute for cooperation with industrial and business organizations and provides guidelines on the sharing of the economic benefits arising from the commercialization of Intellectual Property

This Policy aims to:

- i) Promote, encourage and aid scientific investigation and research;
- ii) Provide legal certainty in research activities and technology-based relationships with third parties;
- iii) Set out the Institute's procedures on the identification, ownership, protection and Commercialization of Intellectual Property;
- iv) Ensure the timely and efficient protection and management of Intellectual Property;
- v) Facilitate the recording, monitoring and maintenance of the Institute's Intellectual Property portfolio;
- vi) Ensure that economic benefits arising from the commercialization of Intellectual Property are distributed in a fair and equitable manner recognizing the contributions of the Inventors, the Institute as well as any other relevant stakeholders;
- vii) Enhance the reputation of the Institute as an academic research institution and member of society as well as the reputation of the Researchers through bringing the research results to public use and benefit.

Nothing in this Policy overrides provisions of prevailing national law.

2. Definitions:-

“Commercialization” means any form of exploitation of Intellectual Property, including assignment, licensing, internal exploitation within the Institute and commercialization via a spin-off enterprise.

“Copyrighted works” means literary, scientific and art works, including academic publications, scholarly books, articles, lectures, musical compositions, films, presentations and other materials or works other than software, which qualify for protection under the copyright law.

“Institute resources” means any form of funds, facilities or resources, including equipment, consumables and human resources provided by the the Institute either in a direct or indirect way.

“Intellectual Property” means inventions, technologies, developments, improvements, materials, compounds, processes and all other research results and tangible research properties, including software and other copyrighted works.

“Intellectual Property Rights” (IP Rights) means ownership and associated rights relating to Intellectual Property, including patents, rights in utility model, plant breeders rights, rights in designs, trademarks, topography rights, know-how, trade secrets and all other intellectual or industrial property rights as well as copyrights, either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

Inventor: means the Researcher who contributed to the creation of the Intellectual Property.

Invention. Shall mean any patentable or potentially patentable idea, discovery or knowhow and any associated or supporting technology that is required for development or application of the idea, discovery or know-how

Creator: "Creator" refers to an individual or a group of individuals at the Institute, who make, conceive, reduce to practice, author, or otherwise make a substantial intellectual contribution to the creation of any intellectual property. "Creator" includes an "inventor" in the case of inventions under Patent Law, an "author" in the case of works falling under the Industrial Designs Law and/or Copyright Law. In the case of

intellectual property owned by the Institute as work-for-hire, the creator shall retain only the moral right to be identified as such.

Institute-Supported Resources: Institute-supported resources mean special facilities and equipment, specific funding, intellectual property already owned by the Institute, requisitioning the time and labour of students and staff through Institute administrative channels, or at the Institute's instance and expense, and remission by the Institute of any or all of the normal duties of staff or students to provide time or resources for the purpose of generating intellectual property. It is the responsibility of the Departmental Administrative Committee to evaluate instances of resource use for the generation of intellectual property and determine if significant use of Institute-supported resources has occurred. The creators have an obligation to notify their Departmental Administrative Committee when they believe that their work involves more than usual use of Institute resources. In particular the following Institute resources will constitute Institute-supported resources as contemplated by this policy.

Research Agreement: may refer to Research Service Agreement, Cooperative Research\ and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by Researchers and/or Intellectual Property created at the Institute.

Researcher means:

- i) Persons employed by the Institute, including student employees and technical staff
- ii) Students, including graduate and postgraduate students of the Institute
- iii) Any persons, including visiting scientists who use the Institute resources and who perform any research task at the Institute or otherwise participate in any research project administered by the Institute, including those funded by external sponsors.

Visiting Researcher: means individuals having an association with the Institute without being either employees or students. "Visiting Researchers" includes academic visitors, individuals with honorary appointments in the Institute and emeritus staff.

Financial Resources

Financial support provided by the Institute over and above the regular salary/perks as per employment/enrollment/sponsorship contract or over and above the scholarship provided to students/research scholars. Exception: honor fellowships, awards, prizes, grants, assistantships and scholarships, and facilities built up with such funds, will not constitute Institute-supported resources. Use of infrastructure developed by creators using their own funds, like their own earnings through consultancy, royalty proceeds, etc will not constitute use of Institute-supported resources,

- ❖ Funds provided by the Institute to maintain, secure and enforce rights in intellectual property;
- ❖ Funds specifically provided by the Institute to the creators to scale up or reduce to practice a particular patentable intellectual property.
- ❖ Funds provided to commercialize and/or exploit intellectual property;

Material Transfer Agreements (MTAs): This agreement is of relevance to activity which requires a physical material access for research. GOVT. ENGINEERING COLLEGE, AURANGABAD follows a material transfer agreement aligned with its academic and research needs. The MTA is used for both GOVT. ENGINEERING COLLEGE, AURANGABAD to provide a material (typically biological) to any other external party and also to request any material from external agency. Such agreements are to be finalized in consultation with IRCC, GOVT. ENGINEERING COLLEGE, AURANGABAD for all materials transferred to and from external agencies.

Royalty Sharing: Net earnings from the commercialization of IP owned by GOVT. ENGINEERING COLLEGE, AURANGABAD would be shared as follows:

1. The inventor (s) / creator(s) share would be declared annually (or as revenues are received) and disbursement will be made to the inventor (s) / creator(s), their legal heir, whether or not the inventor (s) / creators are associated with GOVT. ENGINEERING COLLEGE, AURANGABAD at the time of disbursement.
2. The revenue sharing ratio between the inventor team and GOVT. ENGINEERING COLLEGE, AURANGABAD will be a fixed 70:30 in favor of the inventor team. IP protection costs will be part of the license revenue sharing agreement between GOVT. ENGINEERING COLLEGE, AURANGABAD and inventor(s).
3. Where applicable and when GOVT. ENGINEERING COLLEGE, AURANGABAD reassigns the rights of the IP to its creator(s) for any country, the cost and revenue sharing will be governed by a separate agreement between GOVT. ENGINEERING COLLEGE, AURANGABAD and the inventor / creator(s).
4. The inventors may at any time by mutual consent revise the distribution of IP earnings agreement.

Disclosure: GOVT. ENGINEERING COLLEGE, AURANGABAD encourages timely disclosure of all potential IP / Inventions / Innovations generated (conceived or reduced to practice in whole or in part) by members of the faculty or staff (including research staff, doctoral students, students and visiting scholars) of the Institute in the course of their Institute related activities. GOVT. ENGINEERING COLLEGE, AURANGABAD

identifies the relevant statutory and other mechanisms not limited to Patent, Copyright, Trademark, Design Rights, Integrated Circuit, Plant Varieties and rest towards registration. Disclosure enables prompt action by GOVT. ENGINEERING COLLEGE, AURANGABAD to appropriately protect and disseminate the research activities occurring at GOVT. ENGINEERING COLLEGE, AURANGABAD.

3. Scope of the Policy

- 3.1. This Policy shall apply to all intellectual Property created on or after *[date]* and all IP Rights associated with them.
- 3.2. This Policy shall apply to all Researchers who have established legal relationship with the Institute based on which the Researcher is bound by this Policy. Such a legal relationship may arise pursuant to the provision of law, collective agreement or individual agreement.
- 3.3. The present Policy shall not apply in cases in which the Researcher entered into an explicit arrangement to the contrary with the Institute before the effective date of the Policy, or the Institute previously entered into an agreement with a third party concerning rights and obligations set out in this Policy.

4. Legal issues concerning the status of Researchers

- 4.1. The person exercising the authority of employment on behalf of the Institute shall ensure that the employment contract or other agreement establishing any type of employment relationship between the Institute and the Researcher includes a provision placing the Researcher under the scope of the Policy.
- 4.2. Students of the Institute shall be required to sign an agreement to be bound by this Policy before commencing any research activity.
- 4.3. Postgraduate students enrolling in research doctoral programs shall be required to sign an agreement to be bound by this Policy upon registration.
- 4.4. The person authorized to enter into an agreement on behalf of the Institute shall ensure that Researchers not employed by the Institute, including Visiting Researchers shall sign an agreement to be bound by this Policy and an assignment agreement in respect of ownership of IP created by them in the course of their activities that arise

from their association with the Institute before commencing any research activity at the Institute.

4.6. Notwithstanding Paragraph 4.4., special arrangements may be needed to meet prior obligations of Visiting Researchers. Any such requested special arrangements shall be assessed and decisions shall be taken on a case-by case basis by *the person or committee designated by the Institute*⁶.

4.6. Special arrangements may be needed for research activities pursued by a Researcher employed by the Institute, but working in another institution as academic visitor. In such cases the Researcher may be required by a third party to sign any document which might affect the Institute's IP Rights. In order to avoid any subsequent disputes, the Researcher is not permitted to sign any such documents without the written approval of *the person or committee designated by the Institute*. The approval shall not be denied if no Institute IP Rights are being affected. If such a document affects the Institute's IP Rights, the Institute shall initiate negotiations to enter into an agreement with the third party, as described in Section 6.

4.7. Rights and obligations under this Policy shall survive any termination of enrollment or employment at the Institute.

5 Ownership exemptions:

Exemption to ownership is given in the following cases and GOVT. ENGINEERING COLLEGE, AURANGABAD reserves the right to revise these exemptions on a case to case basis. Copyright being present by default on any material being created, the policy provides the following ownership exemptions to the various creations that occur as part of GOVT. ENGINEERING COLLEGE, AURANGABAD personnel's activities. The copyright ownership is treated separately for the various creations identified.

Teaching / Course material:-

1. GOVT. ENGINEERING COLLEGE, AURANGABAD acknowledges that the author is the owner of teaching materials, created for teaching purposes during author's engagement with / stay at GOVT. ENGINEERING COLLEGE, AURANGABAD.
2. As most of the course content is created cumulatively and in order to enable a

wider usage and distribution of the teaching materials created, GOVT. ENGINEERING COLLEGE, AURANGABAD by default gets a license to the copyright and all other rights of the content created by the creator for fair dealing under academic and research context.

3. GOVT. ENGINEERING COLLEGE, AURANGABAD is not liable for any of the copyright violations by its personnel for the content created. The author is expected to carry out due diligence in the course of content creation.

Continuing Engineering Programme (CEP) Courses:-

- CEP course materials and academic course materials have different copyright clearances.
- The content and the materials created will be owned by the course creator. Note that the course creator, course instructor and course coordinator could be the same individual or independent.
- The course creator is expected to get the relevant copyright clearances for the course materials used.
- GOVT. ENGINEERING COLLEGE, AURANGABAD owns the course structure, course outline and promotional materials created for any of the CEP courses for any application or use.
- GOVT. ENGINEERING COLLEGE, AURANGABAD is not liable for any of the copyright violations by its personnel for the content created. The author is expected to carry out due diligence in the course of content creation.

Centre for Distance Engineering Education Programme (CDEEP) Courses:-

- CDEEP is a platform for outreach services. This policy applies to GOVT. ENGINEERING COLLEGE, AURANGABAD academic courses offered in this outreach mode.
- Other courses offered in this mode will be governed by specific agreements on a case to case basis.

- The cinematography and sound recording of the course presented through CDEEP will be owned by GOVT. ENGINEERING COLLEGE, AURANGABAD. Any revenue generated from commercialization of such adaptations will be shared with the creators as per GOVT. ENGINEERING COLLEGE, AURANGABAD policy as applicable from time to time.
- All other course materials (such as slides, notes and software where required and integral part of the course) will be owned by the creator.
- GOVT. ENGINEERING COLLEGE, AURANGABAD gets a fair dealing to the complete course content created to be used for academic and research purposes.
- GOVT. ENGINEERING COLLEGE, AURANGABAD is not liable for any of the copyright violations by its personnel for the content created. The author is expected to carry out due diligence in the course of content creation.

Thesis:-

- The student is the original creator of the thesis, fine tuned with relevant contribution of the supervisor(s) and the copyright authorship rests with the student creator.
- The ownership is jointly held by the student creator and the supervisor(s) concerned. The supervisor(s) can waive off their joint ownership if desired. Relevant forms will be made available for such waivers.
- The supervisor(s) is required to sign off at the time of the thesis submission, indicating the commercial / potential commercial / no commercial value of the work concerned.
- GOVT. ENGINEERING COLLEGE, AURANGABAD reserves the right to identify potential IP generated through the submitted thesis and protect such identified IP before displaying the thesis in public domain. GOVT. ENGINEERING COLLEGE, AURANGABAD gets a non exclusive, non-commercial license for the display and use of the thesis for academic and research purposes.

- In the case of a thesis resulting from external funding, the joint ownership of the thesis extends to the external supervisor(s). Pending any specific agreement, the IP and Copyright policy of Government College of Engineering Aurangabad will be applicable by default in such cases.
- Both the student and the faculty supervisor(s), where applicable, have the right to first refusal for any further adaptations and other derivative work that is intended to be done by either of the parties. They are given three months time from the day the official request submitted, to exercise their right to refusal. The official request should include at the minimum the adaptations identified.
- Failure to respond within the time duration of three months will be deemed to be an acceptance of the proposal presented. Either party can approach GOVT. ENGINEERING COLLEGE, AURANGABAD towards the resolution. The Director of GOVT. ENGINEERING COLLEGE, AURANGABAD authorizes the formation of a panel under the Dean R&D for a resolution process.
- Irrespective of any agreement, GOVT. ENGINEERING COLLEGE, AURANGABAD reserves the right to use the thesis for educational and research requirements. GOVT. ENGINEERING COLLEGE, AURANGABAD may not prefer the use of NDA for its thesis evaluation.
- GOVT. ENGINEERING COLLEGE, AURANGABAD gets an automatic right to display the thesis in soft and hard forms.

Books, articles and related literary works:-

GOVT. ENGINEERING COLLEGE, AURANGABAD encourages its personnel to spread knowledge and books, technical articles etc. are ways in which this vision can be achieved. In this respect, GOVT. ENGINEERING COLLEGE, AURANGABAD does not claim ownership of copyright on books authored by GOVT. ENGINEERING COLLEGE, AURANGABAD personnel. In cases where the books are related to the multiple research groups/ faculty teaching the course in the Institute, it is expected that the interested author shall get the relevant no objection certificate from co-authors/ other contributors. Use of GOVT. ENGINEERING COLLEGE, AURANGABAD logo on any personal publications by the faculty / staff / student is prohibited. In cases of Institute designated works and other works like the content development programme,

the ownership rests with GOVT. ENGINEERING COLLEGE, AURANGABAD.

Students who wish to publish their thesis, prior to submission for an academic degree, as a book or any other type of publication are required to seek a prior written approval from GOVT. ENGINEERING COLLEGE, AURANGABAD.

6. Ownership of Intellectual Property

6.1. Employees of the Institute

6.1.1. All rights in Intellectual Property devised, made or created by an employee of the Institute in the course of his or her duties and activities of employment shall generally belong automatically to the Institute

6.1.2. If an employee of the Institute creates Intellectual Property outside the normal course of his or her duties of employment, with the significant use of Institute Resources he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to the Institute as consideration for the use of Institute Resources.

6.2. Employees pursuing research activities at other institutions

6.2.1. Rights related to Intellectual Property that is created during an academic visit by the employee of the Institute to another institute shall be governed by an agreement between the Institute and the other institute. If the Institute's IP Rights are not affected, the IP created during the visit shall belong to the other institute unless otherwise provided in an agreement.

6.3. Students

6.3.1. Students who are not employed by the Institute shall own all Intellectual Property and associated IP Rights they create in the normal course of their studies. However, the following exceptions shall apply.

6.3.1.1. If a student is offered a studentship sponsored by a third party under a separate agreement, under which the third party has a claim on Intellectual Property arising from the studentship, the student must agree that the Intellectual Property shall initially belong to the Institute and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.

6.3.1.2. Intellectual Property created by students in the course of, or pursuant to, a sponsored research or other agreement with a third party shall initially belong to the Institute and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.

6.3.1.3. If a student creates Intellectual Property with the significant use of Institute Resources in connection with his or her research activity, he or she will be deemed to have agreed to transfer the

IP Rights in such Intellectual Property to the Institute as consideration for the use of Institute Resources.

6.3.1.4. The Institute shall claim ownership of all Intellectual Property created in the course of postgraduate (doctorate) students' research activity.

6.4.2. Students shall be given the option to assign IP Rights to the Institute and shall then be granted the same rights as any employee Inventor as set out in this Policy. In such cases students should follow the procedures set out in this Policy.

6.6. All rights in Copyrighted Works are owned by their creators regardless of the use of Institute Resources. Copyrighted Works specifically commissioned by the Institute or developed in the performance of a sponsored research or other third party agreement shall constitute an exception where the provisions of such agreements shall be taken into

account.

- 6.6. If the Institute cannot, or decides not to, exploit any Intellectual Property to which it lays claim, it shall forthwith notify the Inventor(s). The notification shall be made at least one month prior to any act or any intentional omission liable to prevent the obtainment of protection. In such cases the Inventor(s) shall have the option to acquire related IP Rights; however, the Institute may claim a share from the income of any subsequent exploitation of the Intellectual Property to the extent equaling the verified expenditures of the Institute incurred in connection with the protection and commercialization of such IP. The Institute may also claim for a perpetual non-exclusive royalty-free license for research purposes without the right to business exploitation and without the right to sub-license. The Institute may also claim for a percentage of any net income generated by the Inventor(s) from the commercialization of the Intellectual Property. The Institute shall not unreasonably withhold or delay an assignment of the IP Rights to the Inventor(s); however it reserves the right to delay exploitation where it is in its interests to do so.
- 6.7 Requests for any transfer of rights from the Institute to the Inventors(s) or any other third party should be made in the first instance to the *person or department designated by the Institute*.

6.8 Design Rights: The design right for a created component (physical or graphic, any dimension)

6.9 Trade Mark(s) / Service Mark(s): The logo of GOVT. ENGINEERING COLLEGE, AURANGABAD would be the trademark of the Institute. It is to be noted that the logo of GOVT. ENGINEERING COLLEGE, AURANGABAD cannot be used on any of the private communication of any of the GOVT. ENGINEERING COLLEGE, AURANGABAD personnel. Official activities that are part of the officially recognised bodies of GOVT. ENGINEERING COLLEGE, AURANGABAD, web pages hosted on the GOVT. ENGINEERING COLLEGE, AURANGABAD domain, project websites and reports in which GOVT. ENGINEERING COLLEGE, AURANGABAD is a project member, student thesis are allowed by default to have the GOVT. ENGINEERING COLLEGE, AURANGABAD logo. The usage of the GOVT. ENGINEERING COLLEGE, AURANGABAD logo, GOVT. ENGINEERING COLLEGE, AURANGABAD name in full or partial for all other

activities has to get the due approval of GOVT. ENGINEERING COLLEGE, AURANGABAD.

6.10 Copyrights:

The Institute will not own the rights in copyrightable works such as books, articles, monographs, lectures, speeches and other communications produced by staff in the course of research and teaching produced using usual Institute resources. In all other cases the Institute may accept 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 in theses, dissertations, term papers, laboratory records and other documents produced by students in the course of study will belong to the student. The student will provide to his or her department a copy of the laboratory records, including software, of an investigation for a thesis or dissertation for use in teaching and research by the Institute.

Where copyright has not been assigned to the Institute, 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, or to possess a limited number of copies for such purposes, whichever is relevant.

Any copyrightable work generated as a work for hire will belong to the Institute as per the terms of the original contract.

Assignment of copyrights to the Institute: Copyrightable works which fulfill the conditions below will be assigned to the Institute:

- Computer programmes, circuit diagrams and layouts, designs etc. if in the Institute's opinion they are commercializable by the Institute and its assigns;
- Copyrightable works created with the use of Institute-supported resources.

6.11 Patents and inventions:

This section refers to intellectual property that is patentable or protectable by confidentiality agreements.

6.11.1 The Institute will not require to be assigned to it intellectual property created by

creators where there is use of usual Institute resources only.

6.11.2 The Institute will require to be assigned to it such intellectual property as is created by creators

- through the use of Institute-supported resources and which is in the opinion of the Institute commercializable by the Institute and its assigns;
- intellectual property created through sponsored research where the sponsor does not claim intellectual property rights;

In the case of all such property the creator will retain the moral right to be named as such. Royalty accruing or any type of payment received from the commercialization of Institute-owned intellectual property will be shared between the Institute and the creator.

6.12. Requests for any transfer of rights from the Institute to the Inventors(s) or any other third party should be made in the first instance to the *person or department designated by the Institute*.

7. Identification, disclosure and commercialization of Intellectual Property

7.1. The Institute encourages its Researchers to identify research results with potential commercialization value and which may enhance the reputation of the Institute through bringing them to public use and benefit.

7.2. The *person or department designated by the Institute* is responsible for the protection and commercialization of the Institute's Intellectual Property. The Inventor(s) however, shall be consulted in each phase of the procedure.

7.3. Researchers shall be required to present in writing the draft publications containing scientific results to the relevant Head of Department before publishing them, and shall state in writing that, to the best of their knowledge such works do not contain any results for which protection may be obtained or which can be exploited in any way.

7.4. Researchers, including employees, students and Visiting Researchers are obliged to disclose all Intellectual Property falling within the scope of Paragraph 6 to the *person or department designated by the Institute*.

- 7.6. Copyrighted Works shall be excluded from the disclosing obligation set out in Paragraph 7.3., except for those which were developed in the performance of a sponsored research or other third party agreement.
- 7.6. Since protection and successful commercialization of Intellectual Property might depend on prompt and efficient administration, Inventors are required to disclose all potentially exploitable Intellectual Property as soon as they become aware of them. The disclosure must be made in writing by completing the Intellectual Property Disclosure Form available from *the person or department designated by the Institute*.
- 7.7. Inventors shall fully disclose all research activities and results relevant to the Intellectual Property and provide information about themselves, in particular the percentage of their contribution to the creation of the Intellectual Property and the circumstances under which it was created. The detailed description of the Intellectual Property shall be presented in such a manner that the inventive activity involved and its novelty as well as its susceptibility of industrial application become explicit and clear-cut for a person skilled in the art.
- 7.8 In case of incomplete disclosure, the form may be sent back to the Inventor(s) requesting for additional information. The date of disclosure shall be the day on which the *person or department designated by the Institute* receives the full disclosure signed by all Inventors.
- 7.9. If an Inventor is in any doubt whether an Intellectual Property falls within the scope of Paragraph 6 or it is potentially commercially exploitable, then the Inventor should submit a disclosure to the *person or department designated by the Institute* for consideration prior to making public disclosure of the Intellectual Property.
- 7.10. Premature disclosure may compromise the protection and commercialization of Intellectual Property. To avoid any loss of potential benefits, Researchers are required to make reasonable efforts to identify Intellectual Property early in the development process and consider the consequent impacts of any public disclosure.
- 7.11. After full disclosure of all relevant information the *person or department designated by the Institute* shall record the Intellectual Property in its

register.

7.12 Commercial decisions, such as the ones concerning the terms of an assignment/licensing agreement or establishment of a spin-off enterprise, shall be taken on a case-by-case basis by *the person or committee designated by the Institute*, giving due consideration to all circumstances.

7.13 Expenses incurring in connection with the protection and commercialization of intellectual Property shall be borne by the Institute

8 RECORD KEEPING PROCEDURES

It will be the responsibility of the Heads of Departments/Centres/Schools or persons authorized by the Institute Intellectual Property Committee to ascertain for the purposes of this policy which facilities/resources used for the purpose of generation of intellectual property by a creator in a given Department should be construed as usual Institute resources and which should be construed as Institute-supported resources, and to maintain records of the course of development of intellectual property involving such resources. All data and details generated by a creator in the course of creation of intellectual property should be systematically recorded in the concerned department as outlined below:

- All laboratory records shall be entered in indelible ink in bound volumes marked "PRIVATE & CONFIDENTIAL" with all pages serially and permanently numbered, without mutilations or insertions.
- All blank spaces between successive entries should be cancelled as if they were deletions and authenticated with the creator's initials and date.
- Precise descriptions of all actions and experiments carried out should be provided. Ideas or suggestions should be headlined as such, so as to clearly differentiate them from work actually performed.
- No abbreviations or terms, except where their use is standard practice in that particular discipline, should be used, unless clearly explained in a table at the front or back of the book.
- Crucial data or descriptions of experiments which relate to valuable inventions or discoveries should be signed and dated by the creator, supervisor, or coordinator of the project.

- Modifications, if any, should be made by drawing a line through the deleted matter and writing 'cancelled' beside it. The corrected data (clearly marked as such) should be entered immediately below, authenticated by the creator with initials and date.
- Samples of new products or of products produced by a new method should be preserved if possible and photographed for the record. All photographs should be dated and signed by the creator on the reverse.

9 CONFIDENTIALITY REQUIREMENTS

The creators involved in the development of Institute-owned intellectual property should maintain strict confidentiality in dealing with all relevant information relating to the intellectual property concerned.

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

- The amount of information given to prospective licensees before the signing of any confidentiality or secrecy agreement should in no case exceed or fall outside that which is set out in the Technology Profile Form for any particular intellectual property.
- When a third party is interested in commercializing an item of intellectual property on offer after inspecting the relevant Technology Profile, they may apply on the prescribed form and with the deposition of the required fee for transfer of the technology. They will be required to demonstrate their capacity to commercialize the technology to the Institute's satisfaction. The Institute will then require the third party to sign contractual confidentiality or secrecy agreements undertaking to maintain the confidentiality of all information disclosed, before any further disclosure is made.
- Third parties must obtain express authorization in writing from the Institute to commercialize/exploit the intellectual property. Confidentiality 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.
- If running royalties are to accrue to the Institute and the creator, 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.

- 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 creators or are bound by confidentiality agreements.
- Creators and/or Institute personnel must take care not to disclose confidential details of Institute-owned intellectual property in their publications, speeches, or other communications

10. Recording and maintenance of the Institute’s Intellectual Property portfolio

10.1. The *person or department designated by the Institute* shall maintain records of the Institute’s Intellectual Property in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance of protected Intellectual Property, and shall, within reasonable time, inform the *person or department designated by the Institute*.

9.2. The *person designated by the Institute* shall maintain accounting records on each Intellectual Property. He or she shall ensure that the Intellectual Property be recorded in the accounting records, that any costs incurred be paid in due course.

11. Distribution of revenues, motivation of Researchers

11.1. The Institute provides an incentive to Inventor(s) by distributing revenue generated from the commercialization of the Intellectual Property.

11.2. The expression ‘Net income’ shall mean all license fees, royalties and any other monies received by the Institute, arising from the commercialization of Intellectual Property less all the expenses incurred in connection with the protection and commercialization of the Intellectual Property at the Institute.

11.3. The share of revenues from Net income shall be as follows:

<i>Net income</i>	<i>Inventors</i>	<i>Department</i>	<i>Institute</i>
X	70 %	20%	10%

- 11.4. In cases where there is more than one Inventor, the Inventor's share is divided between the Inventors in a proportion which reflects their respective contributions as provided in the signed Invention Disclosure Form.
- 11.5. In certain cases the Institute reserves its right to negotiate special terms concerning revenue distribution, in particular when income is generated through sale of shares or payment of the dividend of shares in cases where shares have been allocated to the Institute in an entity to which the Intellectual Property is licensed or assigned but which is not a spin-off enterprise.
- 11.6. In case of establishing a spin-off enterprise, an individual agreement between the Institute and the Inventor(s) shall be applicable regarding the share of equity. The conditions of the agreement shall be negotiated on a case-by-case basis having due regard to the contribution of the Inventors to any further development and the exploitation beyond the creation of Intellectual Property and to any funding provided by the Inventor(s), the Institute or any third parties acquiring a share of equity in the new enterprise. The decision concerning the conditions of a spin-off establishment shall be taken by the *the person or committee designated by the Institute* on behalf of the Institute.
- 11.7. In case of exploitation of trademarks and other indicators, the Inventor(s), taking into consideration the proportion of their contribution to the exploitation, may benefit from the revenue as set forth in an individual agreement. The *person or committee designated by the Institute* shall decide on such issues on a case-by- case basis.

12. Breach of the rules of this Policy

12.1. Breach of the provisions of this Policy shall be dealt with under the normal procedures of the Institute in accordance with the relevant provisions of law.

13. RIGHT TO REGULATE POLICY

The Institute Intellectual Property Committee shall have the responsibility for interpreting these policies, resolving disputes concerning the interpretation and application of these policies and recommending changes to the policy from time to time as experience suggests the desirability of such changes. All changes to this policy shall have to be ratified by the Senate.

14. Dispute and appeals

14.1. In the first instance, disputes shall be dealt with by *the person or body designated by the Institute*. A decision shall be taken within ... days from the submission of the concern. Over and beyond the above, with respect to any legal dispute arising in connection with the rules of this Policy, the relevant provisions of law shall be applicable.

15. Entry into force of the Policy

15.1. This Policy shall come into effect on_____

15.2. All agreements concluded by the Institute and the Researcher(s) at an earlier time shall be governed by the provisions of the Policy in effect at the time of the signing of such contracts.