



Dhirubhai Ambani Institute of  
Information and Communication Technology

## Intellectual Property Rights (IPR) Policy

### 1. Preamble:

This policy prescribes mechanisms via which inventions generated at DA-IICT can be protected. The policies laid out in this document apply to faculty, staff, students, research scholars, post docs and visitors. Any invention that arises out of work pursued at DA-IICT will have to be reported via prescribed means to the designated authority/office. DA-IICT reserves the right to modify the policies and guidelines mentioned in this document to be in line with changing requirements of the institute's fraternity.

### 2. Classification of IP:

IP can be classified into the following main types:

(a) **Patents:** A patent is used to protect any idea relating to processes, machines, manufactures and compositions of matter that result in non-obvious results which can be further exploited. These include subject matter, integrated circuit (IC) design layout, trade/service marks, design registrations, plant varieties, drug compositions, etc.

(b) **Copyrights:** A copyright protects any work in which a certain idea is embodied / illustrated / explained. Protection of the actual idea contained in the work requires something more, like a patent. Works that can be copyrighted include literary works, software, music, cinematography, photography, sound and other rights covered under the Copyrights Act of India 1956, and amendments thereof.

### 3. Administrative Aspects:

The institute shall manage all issues pertaining to IP like (application for IP and its subsequent management) via the "Patent Management and Technology Licensing Cell (PMTLC)". In the following we shall outline the composition of PMTLC and the various steps towards creation and management of IP:

(a) **PMTLC:** The composition of PMTLC would be as follows: Dean (R&D), two DA-IICT faculty members (each of different background and cadre), one nominated member from DCEI-Executive council, and one external member (who is conversant with IP policies and practices).

(b) **Invention Disclosure:** Any invention arising out of research work pursued at DA-IICT should be reported to the PMTLC via the "Invention Disclosure Form (IDF)".



(c) **IDF Evaluation:** The PMTLC via a suitably constituted IPR committee shall take a look at the application reported via the IDF. The IPR committee would be constituted by the Director, DA-IICT and its composition would be as follows: chosen members of PMTLC, DA-IICT faculty member (whose research interests are relevant to the reported invention) and external expert from academia/industry.

If the committee rules in favour of the submitted IDF, then the PMTLC will take it forward by initiating steps towards protecting the IP. If the committee rules against the submitted IDF, then the PMTLC will inform the inventor about its inability in pursuing further towards protecting the IP. In this case the inventor may proceed on his own towards protecting the IP.

(d) **Procedure for Protection of IP:** Following are the steps taken towards applying for patents or copyrights:

(i) PMTLC or their authorized third party representatives shall work with the inventor(s) in filling out the corresponding "patent application form" for that particular country.

(ii). Patent filing costs for both national and international ones would be borne by DA-IICT as mentioned in Item 6 (Patent Filing Costs and Revenue Sharing).

#### **4. Ownership:**

In the following we shall summarize determination of ownership of IP generated by various DA-IICT personnel on a case by case basis:

##### **(a) IP in the form of Patents:**

(i) **Patents generated at DA-IICT Campus:** DA-IICT shall be the owner of all inventions that emerge out of its campus that involves more than incidental usage of its resources (more than incidental usage of resources includes usage of specialized research facilities, DA-IICT students and staff members), unless a prior agreement has been signed to the contrary. Ownership with respect to inventions arising out of research sponsored by public/private organizations shall be determined based on terms & conditions/MoU/contract signed with that particular organization.

(ii) **Patents generated by DA-IICT personnel at other places:** This applies to faculty members, students and staff members (including postdocs) who produced IP during their sabbatical/research/other institute approved visits to places like other academic institutions/companies/government or corporate research labs. In all these cases the DA-IICT member involved may proceed towards protecting the IP by initiating the process of filing for patents/copyrights, etc, as per the procedure laid down by the respective host institution. The involved DA-IICT member should intimate the PMTLC of DA-IICT by filling out the IDF. In case the corresponding IP is protected through the awarding of patent/copyright, then DA-IICT reserves the right to use the IP for its academic and research purposes without having to pay any royalty or licensing fee for the same. Further any royalty received by the DA-IICT member on the corresponding IP will have to be shared as per the prescribed revenue sharing mechanism given in Item 6.





*Note:* IP produced by DA-IICT personnel during their un- paid leave from DA-IICT are exempt from this. Although, it is recommended that the corresponding DA-IICT member informs the PMTLC once the patent has been awarded for the institute's record purposes. In this case the patent awardee may approach the PMTLC to have his/her invention licensed.

**(b) IP in the form of copyright(s):** The copyright ownership lies with the creator(s). However DA-IICT can use the copyrighted material for non-commercial purposes aimed at supporting its academic and research activities.

## **5. Licensing:**

PMTLC of DA-IICT reserves the right to have its IP opened for commercialization through exclusive or non-exclusive licensing of the respective IP. In most cases a non-exclusive license is issued, although in exceptional cases an exclusive license (where the licensee has to invest significant amount of resources/efforts in using the IP) also may be granted. Specific cases where exclusive license is granted, will be subjected to due diligence on the following aspects: (not limited to) business plan, business model, usage plan of IP and milestones. In certain cases the PMTLC may seek services of a third party for licensing the IP, under mutually agreed terms and conditions with the third party, within the realm of the IP policy outlined in this document.

Licenses (exclusive/non exclusive) are issued only to a company and not to an individual. Further all the licenses issued are subject to periodic review by the PMTLC. Future extension, termination or modification of the licenses are contingent on result of the review process.

DA-IICT and its personnel seek indemnity from legal proceedings from the licensee and/or their customers, that may arise due to the following reasons (but not limited to) upon using the underlying IP: manufacturing defects, faulty designs, upgrades, debug and content creation.

## **6. Patent Filing Costs and Revenue Sharing:**

**(a) Patent Filing Costs:** Patent filing costs can be met through support from various government departments like DeITY, DST and TIFAC. We may also call upon the help of private professional organizations (like Intellectual Ventures) for meeting patent filing costs and managing of paperwork involved in the patent filing process. Modalities for sharing of revenue coming out of the patent will be worked out through a signed agreement with the concerned organization. If required, DA-IICT shall meet patent filing costs up to a maximum limit of Rs. 1,00,000/-. We shall specifically outline the policy in this regard for the following two cases:

**(i) IP from Sponsored Research:** If "x" is the maximum amount that can be drawn from the body funding the research, then DA-IICT shall contribute Rs. (1,00,000 – x) towards the patent filing expenses. In case if there is a short fall in meeting the expenses, it is expected that the inventor pays for the balance amount. In case if the sponsor chooses not to contribute financially, then they stand to loose out on the revenue generated by IP. Although they continue to hold a non-exclusive and non-commercial license for the IP.



(ii) **IP from Non-sponsored Research:** DA-IICT shall contribute a maximum of Rs. 1,00,000 towards patent filing costs. It is expected that the inventor pays in case of a short fall.

(b) **Revenue Sharing:** The royalty received for any IP will be shared based on the “net royalty value”, which is obtained by deducting 10% administrative overhead of PMTLC. The net royalty value thus determined would be divided as follows:

(i) Wherever a research sponsor is present the exact sharing of IP revenue amongst the inventor(s), DA-IICT and research sponsor would be done through a signed agreement between the three parties.

(ii) In cases where research sponsor does not contribute to patent filing costs, the sharing of IP revenue would be as follows: 70% to inventor(s) and 30% to DA-IICT till patent filing costs are recovered. After patent filing costs are recovered the sharing of IP revenue would be as 85% to inventor(s) and 15% to DA-IICT.

(iii) In certain cases DA-IICT may issue license for an IP against equity. Sharing in this case would be done on the basis of a mutually acceptable signed agreement.

(iv) Other possible scenarios with respect to revenue sharing can be worked out by DA-IICT in consultation with the involved parties.

## **7. Ownership Exemptions:**

Following are some of the cases in which exemptions can be made towards the ownership of IP by DA-IICT:

(a) If the inventor has not made more than incidental use of DA-IICT resources (more than incidental use of resources include usage of (but not limited to): specialized research facilities and DA-IICT's staff/students).

(b) If DA-IICT is not interested in taking the invention forward in terms of protecting it, either with in India or abroad.

(c) Books and publications published by DA-IICT faculty/staff members.

## **8. Patent Renewal:**

Meeting of expenses for patent renewal (Indian patents expire after twenty years from the date of filing of a provisional or complete patent specification) will be contingent on the commercial value demonstrated by the patent during its active period.

## **9. Intra-DA-IICT IP issues:**

In the following we shall summarize on issues like course content, CEP course content and the thesis/project reports produced by DA-IICT students:





(a) Ownership of course material lies with the corresponding faculty member, although institute reserves the right to use it for its academic and research purposes.

(b) In the case of CEP programs the course content and material developed will be owned by the respective instructor(s). Although DA-IICT owns the course outline and promotional materials used for the CEP courses.

(c) The student and the corresponding faculty supervisor(s) shall be joint owners of any project report or thesis done at DA-IICT. In cases where the thesis has an external supervisor, then the joint ownership shall also extend to him as well. Pending any agreement all the rules of IP stated with in this document shall apply.

(d) The faculty supervisor(s) may waive off his/their joint ownership if desired. However copyright authorship for the work shall rest with the student.

(e) The faculty supervisor(s) is/are required to inform PMTLC of any commercial value in the project report or thesis created by the student under his/their supervision.

(f) DA-IICT gets a non-exclusive and non-commercial license for display of both the hard and soft copies of the students' theses or project reports.

(g) DA-IICT reserves the right to identify any potential IP in the students' theses or project reports and accordingly protect them.

(h) DA-IICT faculty members and their students shall have the right to first refusal of any further adaptations or derivative of the works jointly owned by them. However, in this case they are required to reply with in three months upon receipt of the corresponding notice from PMTLC. Failure to do so shall result in loss of the right to first refusal with respect to that particular work.

(i) In all the above mentioned cases DA-IICT will not be responsible for any copy- right violations of its personnel. It is understood that authors would exercise due diligence in content creation and also secure the necessary permissions to use copyrighted works.

## **9. Dispute Resolution:**

All agreements signed by DA-IICT for licensing and other purposes shall be subject to the jurisdiction of courts in Ahmedabad / Gandhinagar. In case of inter-national agreements appropriate laws in India are applicable.

**DA-IICT, Gandhinagar**



*K. S. Dasgupta*