

Indian Institute of Technology Mandi



Intellectual Property Rights (IPR) Policy

Section 1: Introduction

1.1. Preamble:

Indian Institute of Technology Mandi (also referred to as IIT Mandi) is an academic Institute of National Importance set up with a vision of becoming a leader in science and technology education, knowledge creation and application. Its missions are to create an environment in which new ideas, innovations and forward thoughts can flourish, to create a knowledge base through team effort and individually for the benefit of society, and to foster the spirit of innovation among its members, which will solve problems of global and national importance, especially the ecologically fragile Himalayan region.

The Institute accepts the importance of innovation and facilitates the commercialization of novel innovations for public and private entities. The Intellectual Property Rights (IPR) Policy protects the rights of IIT Mandi's Inventor(s), i.e., faculty, students, alumni, project staff, supporting staff, visitors and others associated with the institute by giving them the option of acquiring intellectual property protection for a novel work or keeping it in the public domain. The policy promotes IIT Mandi's Vision and Mission by protecting and transferring breakthrough technologies. Using novel technologies' intellectual property rights, it encourages IIT Mandi faculty, students, and researchers to engage in technology transfer. This policy aims to safeguard, protect, and commercialize Institute-generated IP. The IP policy provide guidelines for commercializing IP generated to further strengthen Institute and member rights. All members of the Institute and associated parties must follow this IPR policy. This document also aims to resolve IP rights disputes with honor and respect for all parties. With an ever-changing IP scenario and societal perspective, the policy may be amended to meet the needs of the Institute, its members, and associated parties. The policy will be implemented by the Intellectual Property & Technology Transfer (IP & TT) cell reporting to Dean, Sponsored Research & Industrial Consultancy (SRIC).

1.2. Purpose

The information contained in this document pertains to an intellectual property rights (IPR) policy and associated administrative procedures designed to enable IIT Mandi to fulfil its primary responsibility of nurturing, inspiring, and encouraging creative activities in the field of science and technology in the broadest sense. The policy establishes standards to protect

the legitimate interests of faculty, students, alumni, project staff, supporting staff, IIT Mandi visitors, and others associated with the institute. It provides an administrative system for the ownership, control, and transfer of institute-developed and institute-owned intellectual property. The policy attempts to avoid conflicts between competing interests as much as possible.

1.3. Definitions:

The following terms will be used in the document with all of their meanings as per definitions provided below:

- a) **Institute:** Indian Institute of Technology Mandi, Himachal Pradesh or IIT Mandi
- b) **Member:** Faculty (of all types including teaching fellows), staff, postdoctoral fellows, students, alumni, visitors and others working in the institute. The members are privileged to make use of the infrastructural and/or intellectual resources of the Institute
- c) **Associated member:** Person belonging to above category with their nature of association with the Institute in contractual form or limited to a certain period.
- d) **Creator or inventor:** Member of the Institute or associated party responsible for creating an IP using Institute facility in any form.
- e) **Copyright:** Rights (exclusive) granted by law for a certain duration of time to a sole creator or group to publish or reproduce in any form his or her novel work.
- f) **Director:** Director of Indian Institute of Technology, Mandi
- g) **IP:** Intellectual Property - Any work created by intellectual efforts of the creator(s).
- h) **Patent:** Patent grant under rules or provision of Indian Patent Act.
- i) **Patentee:** A person or entity whose name is entered in the register of patent for a fixed duration of time as per Indian Patent Act as generator, inventor, or proprietor of the patent.
- j) **Revenue:** Any payment received as per agreement between Institute and paying party usually towards legal use of an IP through license.
- k) **Collaborator or third party:** External Organization or Individual who is not affiliated with IIT Mandi and engages in collaborative work with Institute's member(s) or associate member(s). Collaboration can be in-kind, monetary, or in the form of facility extension. The revenue generated by such IP or copyright material through collaborative work, will be subjected to a revenue sharing policy governed by the MOU between IIT Mandi and the party involved in collaboration.

- l) **Agent:** Individuals or organizations hired by the Institute to perform specific tasks as determined by the IP & TT Cell.
- m) **Ownership:** The entity that owns the intellectual property and copyrights.
- n) **Exclusive Licensing (EL):** An exclusive license allows a licensor to share intellectual property with a licensee for a set period, with the licensor agreeing not to share the property with anyone else. However, the Institute will have a periodic review on the nature of usage of license. The assigned party must inform the IP & TT Cell of IIT Mandi towards the nature of utilization of the license.
- o) **Non-Exclusive licensing:** In this case Institute will have the right on the nature of utilization of the license. This type of license will also be subject to periodic review towards nature of license utilization. The assigned party needs to take approval from IP & TT cell at every stage of utilization of the license.

1.4. Administration of IPR Policy:

1.4.1. Applicability:

This policy is applicable to all the Institute members and associate members, students, alumni, staff, etc. and their range of activities such as, but not limited to, teaching, research, distance education, continuing education program, consultancy, sponsored work, collaborative research (internal and external) and the range of inventions includes patentable subject matter, trademark/service mark, design registrations, and other related necessary confidential information. The evaluation of academic work related with the creation of intellectual property will be governed by the Institute norms, where applicable.

1.4.2. Implementation of IPR Policy:

The IP & TT Cell will be responsible for implementation of the IPR Policy and will report to Dean SRIC. The IP & TT cell's recommendations pertain to IP evaluation, assigning ownership, reasonability for commercialization of IP, IP filing support, licensing terms, and so on; and will be approved by Dean SRIC.

1.4.3. Administrative Mechanism:

All requests for IP filing and Institute support must be submitted to the IP & TT cell, which will facilitate subsequent action through a proper procedure. Prior to presenting the

invention to the IP & TT cell, the potential patentee must ascertain the patentability of the invention/work. The composition of the IP & TT cell will be as described below:

- 1) Coordinator, IP & TT Cell – Chairperson
- 2) Concerned School Chairperson – Member
- 3) Two experts (to be nominated by Dean SRIC)
- 4) Co-coordinator(s) of IP & TT cell
- 5) Assistant Registrar SRIC - Secretary

1.4.4. Powers to Amend IPR Policy:

The IIT Mandi Board of Governors will have the authority to modify or introduce a new IPR policy as deemed necessary. The changes or new policy shall apply to all faculty, students, project employees, support staff, and visitors. IIT Mandi, through its Director, will have the authority to create and modify administrative mechanism, administrative bodies and assign roles and responsibilities to various individuals/existing entities in order to adapt administrative procedures to changing conditions.

1.4.5. Appeal Procedure:

In the event of a dispute or grievance regarding the ownership of intellectual property, the processing of IP proposals, the procedures adopted for the implementation of the IPR policy, or the interpretation of the various clauses of the IPR policy, any aggrieved party may appeal to Dean SRIC. Efforts shall be made to amicably resolve the concerns of the aggrieved party through the Dean SRIC and IP & TT cell. If the appellant disagrees with the decision of Dean SRIC, he or she may appeal to the Director of IIT Mandi, whose decision will be final.

Section 2: Intellectual Property and its Ownership

Ownership:

The following parts pertain to the ownership rights of an IP under various conditions.

2.1. Ownership of patents, copyright on software, industrial design, layout design, new plant variety, etc.:

Case 1:

Intellectual property is owned by the Institute, if:

- a. It has been solely developed by the member using the Institute resources.
- b. It was produced with partial Institute funds/facilities and an external agency. If there is no prior approved agreement or memorandum of understanding between an external agency and the institute, then the institute will own all IP rights.
- c. It was created under any contract agreement, including work-for-hire, commissioned work, or outsourcing by the institution.
- d. It has been developed in accordance with a contract under which all rights and ownership have been transferred to the Institute.

Case 2:

Intellectual property is owned jointly by the Institute and other party, if:

- a. It was created with the assistance of external funding or collaborations. In such cases, the Institute (or the associated member(s)) and the collaborating or funding entity must engage into a prior agreement/MoU.
- b. It was created by an Institute member during his or her visit to a collaborating agency/firm/other Institute/lab/company. In such instances, the Institute (or affiliated member (s)) and the collaborating or sponsoring entity must engage into a prior agreement/MOU (s).

Note: A prior agreement or MoU must ensure that both parties, i.e., Institute and the other party, receive the benefits.

Case 3:

Intellectual property is owned by the inventor or jointly by the inventor and other party, if:

- a. None of the situations and conditions listed in Case 1 and Case 2 exist or occur.
- b. If the inventor's work for IPR is unrelated to his or her job with the Institute. It is also expected that any such work for which the inventor wishes to retain IP rights will be performed outside of the Institute's normal business hours.
- c. It should also be mentioned that if the inventor undertakes some work outside the Institute and his/her stay and/or any other expenses are covered by the Institute, then the work falls under Case 1 or Case 2.

Note:

1. The individual must normally use his or her finances to file for a patent. Depending on the prevailing circumstances, institute may extend support with the approval of the competent authority.
2. At any time, if any non-compliance related patent filing comes to the notice, appropriate action shall be taken in accordance with the institute norms and procedures.
3. Before leaving the institution, the inventor must assign the rights to the disclosed intellectual property to Institute and agree to the terms and circumstances for sharing any financial gains derived from the commercialization of such IP.
4. The Institute may obtain legal advice prior to filing a patent.
5. In addition to the provisions listed in the policy, Institute may, with the consent of the Competent Authority, insert other provisions.

2.2. Design Rights:

The design right for a created component (physical or graphical, of any size) is governed by the IP inventions policy outlined in this section (2.1.).

2.3. Trademark(s) / Service Mark(s):

The logo of the Institute would be the trademark of the Institute. It is to be noted that the logo of the Institute cannot be used on any of the private communication of any of the institute members. The Institute logo is permitted by default on official activities that are part

of the officially recognized bodies of the institute, web pages hosted on the institute domain, project websites and conference slides and reports in which institute is a project member or the member is from institute, and student theses. All other uses of the Institute logo and institute name, whether in full or in partial, require prior approval from the appropriate authority.

2.4. Copyright:

2.4.1. Ownership of copyright:

All copyrightable book publications, written, audio, and video material shall be transferred to the author, with the following exceptions:

- a. If the work is the result of sponsored research and/or a collaborative effort, then the copyright should be subject to a prior agreement between the parties involved. This agreement will be made in consent with the IP & TT cell.
- b. Institute shall own the copyright if the work is created using Institute resources.
- c. Institute shall own all intellectual property rights to works created within the framework of its distance learning or academic promotion program. However, the creator will be permitted to use the material in his or her professional capacity.
- d. Institute will retain ownership of any trademarks or service marks that it develops.

2.4.2. Evaluation of copyrightable academic work associated with IP creation:

This will be subject to the IP & TT cell of the Institute. Any agreement with an external agency that necessitates a delay in public disclosure for the purposes of intellectual property protection should typically not be in effect for more than three months after the Institute notifies the agency.

2.4.3. Relevant creations and ownership:

In accordance with this policy, Institute is assigned the title to any creations, including literary works, software, designs, music, cinematography, sound, and other rights covered by the Copyright Act of India 1956 and any amendments thereto, that are made using Institute resources. The Institute is the owner of all documents resulting from assigned work. Other examples include course outline documents, question papers, answer sheets, and a grade ranking sheet. At the time of submission to the Institute, all creations must ensure that the

inventors' agreement/acceptance is filled out and satisfied. This agreement would stipulate the proportional distribution of any profits derived from the commercialization of the aforementioned creation. In the absence of such an agreement, the clause on revenue sharing contained in this document shall apply.

2.4.4. Ownership exemptions:

The IP & TT cell reserves the right to modify these exemptions as needed. Copyright being present by default on any material being created, the policy provides the following ownership exemptions for various creations resulting from member(s) or associated member(s) of the Institute's personnel activities.

2.4.5. Teaching / Course material:

Institute acknowledges that the author is the owner of any teaching materials created during the author's engagement with or stay at Institute. As the majority of course content is created cumulatively, and to enable a wider usage and distribution of the teaching materials created, the Institute automatically receives a license to the copyright and all other rights of the content created by the creator for fair use in an academic or research context. Institute is not responsible for any content-related copyright violations committed by its employees. Authors are expected to exercise due diligence during content creation.

2.4.6. Online Courses:

The copyright clearances for online course materials and academic course materials are distinct. The content and materials created will be the property of the course designer. Note that the course creator, course instructor, and course coordinator may or may not be the same person. The course creator is expected to obtain the necessary copyright approval from the IP & TT cell for all course materials. The Institute owns the course structure, course outline, and promotional materials developed for any online course for any purpose. Institute is not responsible for any content-related copyright violations committed by its employees. The creator is expected to exercise due diligence during the content creation process.

2.4.7. Thesis:

This includes all UG, PG and Ph.D. theses and various forms of reports submitted by the students. For ownership of thesis, the policies will be governed by following rules:

- a) The student is the original author of the thesis, which is revised with the supervisor's contribution (s). Since the student has made a substantial contribution to his or her thesis, the copyright belongs to the student creator.
- b) The student creator and the relevant supervisor(s) can jointly hold ownership with prior agreement. If desired, the supervisor(s) can waive their joint ownership. For such exemptions, relevant approval will be made available.
- c) The Institute reserves the right to identify potential intellectual property generated by the submitted thesis and protect such identified IP prior to making the thesis accessible to the public. Institute is granted a non-exclusive, non-commercial license for the display and academic research use of the thesis.
- d) In the case of a thesis supported by external funding, the copyrights belong solely to IIT Mandi; however, the external supervisor(s) may be co-authors along with the IIT Mandi student(s) and thesis supervisor(s). In the absence of a specific agreement, the IP and Copyright policy of IIT Mandi will apply in these instances. This requires a non-disclosure agreement (NDA) between the parties involved.
- e) Where applicable, both the student(s) and the faculty supervisor(s) have the right of first refusal for any further adaptations and other derivative works that either party intends to create. They have three months from the date of the official request to exercise their right to decline. The official request should at a minimum include the identified adaptations.
- f) If no response is received within three months, it will be assumed that the presented proposal has been accepted. Either party may approach the IP & TT cell with a resolution proposal. Institute reserves the right to use the thesis for educational and research purposes regardless of any agreement.
- g) Unless a specific non-disclosure agreement exists with a third party, the institute has the automatic right to publish the thesis in soft and hard copies.

2.4.8. Articles, short notes, books and other printed material (both soft and hard copy):

The Institute promotes the dissemination of knowledge to a larger population. Therefore, the Institute will have no rights to such content. However, it is strictly prohibited

to display the Institute logo in any form on personal materials, online websites, cover pages, or social media pages without permission. For the Institute logo to be displayed on personal materials, online websites, cover pages, or social media pages, prior approval from the appropriate authority is required. In the event that multiple individuals or organizations contributed to the creation of Articles, Short notes, books, or other printed materials, the royalty will be shared. If the material is created under the instruction of the Institute, by a member of the Institute (or a member affiliated with the Institute), or by using a significant portion of the Institute's facilities, the copyright will exclusively remain with the Institute. Before publishing any material related to their research conducted at IIT Mandi, students must always obtain approval from their faculty advisor/supervisor.

The Institute has a strong desire to own its intellectual property creations (subjected to above conditions). All such IP shall be utilized for the Institute's, its members', and associated members' benefit. Institute will also credit the creator of all such intellectual property(s). IP & TT cell will determine the nature of the credit.

2.5. Disclosures:

- a) For all inventions produced at the Institute, the inventor(s) must disclose the creative work to the IP & TT cell as soon as possible using the Institute's Invention Disclosure Form (IDF) before approaching for patenting.
- b) Disclosure is a vital component of the IP protection procedure, as it formally documents claim of inventorship, the date of the invention, and other information about the invention. The inventor(s) must assign Institute the rights to the disclosed invention.
- c) For sponsored and/or collaborative activities, the contract provisions regarding disclosure of creative work apply.
- d) All Institute members and non-Institute members associated with any Institute activity shall treat as confidential all IP-related information disclosed to the IP & TT cell and/or whose rights have been assigned to the Institute, or whose rights rest with Institute personnel. This confidentiality shall be maintained until the date specified in the relevant contract, if any, between the parties involved, unless the information is in the public domain or is generally available to the public.
- e) In order to expedite and complete the procedural and legal formalities of IP protection, all inventors/creators of the Institute are required to sign such identified

documents and assist in empowering and enabling the Institute to fulfill these mandatory requirements within the prescribed time frame.

2.6. Assessment of Inventions / Innovations for protection

The Institute shall assess the patentability of the invention and make one of the following recommendations:

- a) The Institute will assume responsibility for the protection of the IP, in which case it will initiate the necessary processes.
- b) If the Institute does not assume responsibility for IP protection, the inventor(s) or creator(s) may choose to protect the IP on their own. Nonetheless, Institute shall retain ownership rights. In such cases, the revenue sharing clause presented in this document will govern the cost and revenue sharing. Inventor and Institute may enter into a separate, more specific agreement with the approval of the Director, IIT Mandi.
- c) Submission of IP applications in foreign nations: Within a reasonable timeframe of filing a complete IP application in India, the Institute shall determine, based on available information, whether protection of the invention in foreign countries is appropriate.
- d) If Institute chooses not to undertake such protection in any country requested by the inventor(s), the creator(s) may choose to protect the creative work independently. Nonetheless, Institute shall retain ownership rights. In such instances, Institute and the inventor / creator will enter into a separate agreement governing cost(s) and revenue sharing.

2.7. Renewal of IP Rights:

A decision regarding the annual renewal of IP rights will be determined by the IP & TT cell and will be approved by Dean SRIC. If IP & TT cell decides not to renew the IPR in any country, it may assign the IP rights in that country to the creator(s) based on a request from the creator(s) and an internal review. In all cases where IP rights in a particular country have been reassigned to the inventor(s), the Institute shall not be entitled to any share of profits earned through that IP in that country, with the exception of costs already incurred.

Section 3: IP Licensing and Agreements

The Institute understands both the commercial needs and the security and safety requirements in the form of intellectual property, particularly regarding ground-breaking technologies. The Institute works hard to strike a balance between the primary goal of disseminating and promoting academic and research findings and the primary requirement of meeting this critical requirement. This will ultimately result in the technologies that were developed either by the Institute itself or in conjunction with another party. The Institute shall strive to market its intellectual property and identify potential licensees. This procedure should be assisted by the inventor(s). The Institute may subcontract the commercialization of intellectual property to (Government/Private) Technology Management Agencies. The inventor(s) may also contact potential licensee(s) on their own during technology marketing discussions, while maintaining confidentiality and taking all necessary precautions not to affect the value of the IP through appropriate agreements, such as Non-Disclosure Agreements (NDA) with the approval of the competent authority.

3.1. Licensing types and provision of granting license:

The nature of the invention or innovation will determine the type of license granted. The following licensing Committee will make recommendations to Dean SRIC regarding licensing and other relevant matters for approval.

- 1) Coordinator, IP & TT Cell – Chairperson
- 2) Concerned School Chairperson – Member
- 3) Two experts (to be nominated by Dean SRIC)
- 4) Co-coordinator(s) of IP & TT cell
- 5) Assistant Registrar SRIC - Secretary

Licenses are defined as Exclusive and Non-Exclusive license:

3.1.1. Institute, as a Government of India funded institution, encourages non-exclusive licensing for the broader application of innovations developed at the Institute. Under specific circumstances, Institute may consider exclusive licensing. These exceptions are decided by the licensing committee.

3.1.2. In the case of platform-wide use of inventions/innovations and/or where significant resources/efforts must be expended by the licensee in order to use the IP, the Institute may consider granting an application- and/or region-specific or global exclusive license. The licensing committee will conduct due diligence, including but not limited to the business plan, business model, milestones, and usage plan of the IP in question, as well as other pertinent information as required, in order to determine the type of licensing to be provided.

3.1.3. Licenses are granted to businesses, not individuals. The license may be restricted to the IP in question and not its enhancements or modifications. The granted licenses are subject to periodic review, which includes the operational status and accessibility / availability of the utilized IP. The licensing committee reserves the right to extend, modify, or terminate the existing license type based on its review of licensing activities.

3.1.4. Non-Exclusive licensing is the favored method. Exceptions will be made based on the project's funding and any other pertinent requirements. The licensing committee will conduct periodic reviews of exclusive licenses, including but not limited to usage status, application and/or region-specific royalty generation for the continuation of such license agreements.

3.1.5. The licensing committee will have the authority to hire an external commercialization agency.

3.1.6. The licensing committee may recommend granting licensing rights to an incubated/startup company. Once the appropriate License type is granted to an incubated company, they must honor the revenue split agreement with the incubator (if any). Failure to do so may result in the incubated company being blacklisted and subjected to appropriate action.

3.1.7. If the incubated/startup company is offered an exclusive license and fails to achieve commercial breakthrough within the allotted time, the startup will lose its exclusive license status.

3.2. License Exemptions

Institute may provide the exception on issuing of licensing rights subjected to following conditions:

3.2.1. In an event, the inventor(s) and an external party(ies) request the license of the same Institute-owned intellectual property at the same time, preference for licensing may be given to the inventor(s) based on the nature of the technology and other factors.

3.2.2. Regardless of the license provided, the Institute retains the right to research exemption and experimental use for patents, design rights, and fair use of copyrights and trademarks on an Institute-wide perpetual license in order to fulfill its fundamental academic and research objectives. This will include the right to publish, as well as the use of technical data, methods, products, and related services resulting from earlier research that has been licensed for the aforementioned activities.

3.2.3. In the case of inventions by its faculty, students, alumni, staff, visitors and others associated with the institute under lien/sabbatical/visit/internship, the Institute may exercise their right to access such intellectual property created for the sole purpose of academic work and research under license exemption and fair use, conducted within its jurisdiction. During their external stay, the stakeholders are encouraged to disclose the invention using an appropriate invention disclosure form.

3.3. Revenue Sharing

The net earnings from the commercialization of IP owned by Institute or in-case where license of the IP is given to an Institute member/external or internal member(s)/agents/users.

(a) The inventor(s)/creator(s) share would be declared annually (or as revenues are received), and disbursement would be made to the inventor(s)/creator(s), their legal heir, regardless of whether the inventor(s)/creators are affiliated with the Institute at the time of disbursement.

(b) The ratio of revenue sharing between the inventor(s) and the organization will be governed by subsection 3.3.1. IP protection costs will be included in the Institute and inventor license revenue sharing agreement(s). As the need arises or is brought to the attention of the institute's authorities, this revenue model may be modified with the approval of the Director.

3.3.1. Revenue sharing model:

For all cases the revenue generated by any type of IP or license will be as follows:

Case	Net earnings	Inventor(s) Share	Institute Share
1	Income generated from Licensing/ Technology Transfer/ royalty generated from/by the IP or any activity	60 %	40 %*

(a) The institute may consider accepting equity in the licensee company as part of the license fees. For such equity arrangements with the inventor, the institute shall make a case-by-case determination.

(b) The creator(s) share would be declared annually and distributed to the creator(s), their legal heir, regardless of whether the creators are affiliated with the Institute at the time of distribution.

(c) Co-creators of IP must sign a distribution of IP earnings agreement at the time of disclosure, which specifies the percentage distribution of IP earnings to each co-inventor. The Distribution of IP Earnings Agreement can be modified at any time by mutual consent of the inventors.

(d) Institute will always ensure and seek the protection of its and its members' rights in all circumstances. If it is determined that the rights of the Institute or its members have been violated in any way, the Institute reserves the right to take all appropriate legal action.

(e) Cost and revenue sharing will be governed by a separate agreement between the institute and the inventor/creator where applicable and when the institute reassigns IP rights to its creator(s) for any country(s). The inventors may modify the distribution of IP earnings agreement at any time by mutual consent, subject to approval from Dean SRIC.

The revenue sharing model and the associated clauses may be amended time to time based on the requirements with the approval of the Director. The requests for the same will be processed through IP & TT cell and Dean SRIC.

3.4. Infringements, Damages, Liability, and Indemnity Insurance

In any contract between the Institute and the licensee, the Institute shall seek indemnification from any legal proceedings, including but not limited to manufacturing

defects, production problems, design guarantee, upgrades, debug obligations, and created content. In addition, the policy supports the need to indemnify Institute personnel as stipulated in license agreements for sponsored research and consulting work. Institute shall retain the right to litigate infringements of its intellectual property and licenses.

3.5. Conflict of Interest

The inventor(s) must disclose any potential conflicts of interest when engaging in IP-related activities. If the inventor(s) and/or their immediate family have a financial interest in a licensee or potential licensee company, they are required to disclose this interest. A license issued by the Institute to a company in which the inventors have a stake, and a management position is subject to the approval of Dean SRIC in light of the aforementioned considerations. All members of the Institute are bound by the Institute's conflict of interest policy/guidelines, as applicable from time to time.

3.6. Jurisdiction

All agreements and forms to be signed by Institute will preferably have the jurisdiction of the courts in Himachal Pradesh and shall be governed by appropriate laws of India.

3.7. Agreement Procedure and Form Management:

The nature of the agreements made between different parties normally comes under following heads:

- a) Confidentiality Agreement / Non-Disclosure Agreement
- b) Consultation Agreement
- c) Evaluation Agreement
- d) Research and Development Agreement
- e) License Agreement
- f) Technology Transfer Agreement
- g) Alternative Dispute Resolution Agreement
- h) Collaborative MoU with University / Organization

Depending on the needs, additional agreements may be developed by adhering to proper procedures. Director, IIT Mandi is the approving authority for all the categories of agreements and these will be processed with the recommendation of Dean SRIC. The SRIC

section will facilitate the drafting of such agreements by providing templates and professional consulting services.

References:

1. IPR policy IIT Delhi
2. IPR policy IIT Kharagpur
3. IPR policy IRCC IIT Bombay
4. IPR policy IIT Kanpur
5. IPR policy and guidelines IIT Roorkee
6. IPR policy IIT Hyderabad
7. IPR policy IISc Bangalore

Enclosures:

1. Annexure 1 – Intellectual Property Disclosure Form
2. Annexure 2 – Intellectual Property Agreement with all Members/Associate Members of IIT Mandi

These annexures may be revised periodically depending upon the requirements with the approval of Dean SRIC as per the recommendations of IP & TT Cell.

Annexure 1
Intellectual Property Disclosure Form

Title of the invention:

Inventor(s) or Creator(s) who have contributed or conceived an essential element of the invention, either independently or jointly with others during evolution of the technology concept or reduction to practice:

Name: 1)2).....3).....

(Names of all the Inventor (s) or Creator(s) involved to be included)

Position:

(Mention current position in serial order as above)

School:

(Mention the School)

Phone:

(Corresponding Inventor)

Email:

(Corresponding Inventor)

Brief description of the invention: (Add separate sheets for answering all the points below as Annexure 1a, 1b ...)

How does this invention relate to new processes, machines, compositions of matter, etc.?

Please cover the following points:

(a) Describe the invention so that the other faculty of the Institute who are knowledgeable in the field can evaluate the technical and commercial merits of the technology.

(b) Is the proposed invention, an extension of your own previously published work? Provide complete information of such work along with the relevant NDA and MOU if applicable.

(c) What are the advantages of the present invention over the comparable inventions?

(d) Has the invention been tested experimentally? Are experimental data available? If yes kindly provide them along with this form.

(e) Has the invention been patented or protected under confidentiality agreement?

(Please provide additional sheets to elaborate and to attach sketches, drawings, photographs and other materials that help illustrate the description).

Commercial potential:

What are the:

(a) Possible uses/application areas and/or products you feel may embody aspects of your technology and

(b) Possible end-users

(c) Potential marketability including commercial suggestions viz.,

(1) Input required,

(2) Production capacity, where applicable,

(3) Raw material requirement,

(4) Transfer form,

(5) Target companies and countries,

(6) Economic viability and commercialization aspect,

(7) Potential long-term utilization and development.

(8) Societal impact

(Please provide as much information as possible; attach extra sheets as required)

Prior disclosure and possible intent:

Has the invention been disclosed to industry representatives or third parties? Has any commercial interest been shown in it and of what nature? Name of companies and specific individuals and their titles.

Product Development stage:

Give your inputs on the current stage of development of the product as it relates to its marketability (indicate appropriate response):

1. Current status of the TRL:
2. Initial (needs substantial work to bring market)
3. Design stage (Just experimental work is done)
4. Fabricated and Tested (could be brought to market with significant investment)
5. Of the shelf (could be brought to market with nominal investment)

Do you know of any other inventions that are congruent with this invention or in parallel with any of above stage?

Signature of Inventor(s) with date

I/We the undersigned, (*Names of all the inventors should be included*) -----
----- hereby certify that ----- (the "Work"; attach
additional sheet if necessary to accurately describe the work) was specially commissioned by
and is to be considered a "work made for hire" by IIT Mandi, herein after referred to as
Institute with address at Indian Institute of Technology, Mandi, Himachal Pradesh 175075,
India, and that IIT Mandi is entitled to all patent/copyright/trademark and all other
intellectual property rights thereto.

Without limiting the foregoing, for product (including all hardware, software, copyrightable
etc.) consideration, receipt of which is thereby acknowledged and in accordance with the
above entitlement of Institute to Intellectual Property generated by me/us, I/We hereby
assign and/or transfer to Institute, its successors and assign, absolutely and forever, all right,
title, and interest, throughout the world in and to the Work and each element thereof,
including but not limited to the copyright/patent/technology innovation contained therein.

I/(We) further agree that no copyright material assigned by me to the Institute under this
agreement shall be reproduced by me/us beyond that which falls under fair use, and I shall
retain only moral rights and licensing right awarded to me by Institute to this material. I/We
understand that any prior disclosure by myself, directly or indirectly, either during the period
of this work-for-hire agreement or after its termination, shall render me prosecutable as per
laws that may be in force at the time.

Inventor 1.

Signed this _____ day of _____ (month), _____ (year)

Name:

Address:

Inventor 2.

Signed this _____ day of _____ (month), _____ (year)

Name:

Address:

Annexure 2

Intellectual Property Agreement with all Members/Associate Members of IIT Mandi

1. Name _____

2. I submit that by virtue of:

- My employment at Indian Institute of Technology Mandi and /or
- My participation in research at IIT Mandi
- Opportunities provided or to be provided by IIT Mandi which result in significant or partial use of IIT Mandi funds and facilities, and/or
- Opportunities to have a share in royalties as per Intellectual Property policies guidelines of IIT Mandi.

I, hereby agree that:

A. I shall promptly disclose any IPR and adhere to the IIT Mandi guidelines on IPR policies related to inventions, copyrightable materials, computer software, tangible research property and trade marks (Intellectual Property) conceived, invented, authored or validated to practice by me, solely or jointly with others which:

- (i) are outcome of sponsored research or any other agreement to which I have direct or indirect participation or
- (ii) are outcome of substantial or partial utilization of IIT Mandi resources or
- (iii) is an outcome of “work-for-hire” as per IPR guidelines.

B. I shall cooperate with IIT MANDI to obtain, protect or exploit the intellectual property through legal protection such as patent, copyright etc.

C. I shall make available all documentation of IIT MANDI intellectual property as per the agreement signed by me and Institute.

D. I shall surrender to IIT MANDI the documents related to intellectual property for which rights belong to IIT Mandi, if I leave IIT MANDI for any reason or at any other time asked for such documents.

E. The agreement will survive the termination of my employment or other association with IIT MANDI

Signature (Member Inventor 1):

Name: School :

Designation :

Signature (Member Inventor 2):

Name: School :

Designation :

Signature (Competent Authority):

Name:

Designation: Coordinator, IP & TT Cell

Signature (Competent Authority):

Name:

Designation: Dean SRIC