

JAYPEE INSTITUTE OF INFORMATION TECHNOLOGY, NOIDA (JIIT)
INTELLECTUAL PROPERTY POLICY

The IP Policy

This policy is applicable to all Jaypee Institute of Information Technology, Noida Declared as deemed to be University u/s 3 of UGC Act (JIIT) personnel as well as non-JIIT personnel associated with any activity of JIIT, and covers different classes of Intellectual Property – Patent, Copyright, Trade Mark / Service Mark, Design Registration, Trade Secret, Confidential Information and Integrated Circuits Layout (IC layout).

Glossary

1. **“Author”** means faculty, students, staff or visiting faculty who has / have written or created a creative work.
2. **“Collaborative Activity”** is the research undertaken by JIIT personnel in cooperation with industry and / or other researcher(s) who are not JIIT personnel.
3. **“Confidential Information”** information not in the public domain and declared confidential by parties as such in MOU/Agreement that has been signed by the parties.
4. **“Conflict of Interest”** or a “Potential Conflict of Interest” exists when an inventor / author is or may be in a position to use either creative work or influence for unmerited personal or family gain.
5. **“Copyright”** means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work.
6. **“Copyrightable Work”** is a creative work that is protectable under copyright laws. Copyright protection is available for most literary, musical, dramatic, and other types of creative work, including software, teaching materials, multimedia works, proposals, and research reports
7. **“Creators”** are persons who have produced any original work.
8. **“Cumulative Earnings”** from a patent / patent application.
9. **“Design Registration”** Registration of the novel non-functional features such as shape, or ornamentation of a product.
10. **“Intellectual Contribution”** means original technical or artistic contributions.
11. **“Intellectual Property”** includes but is not limited to copyrights and copyrightable materials, patented and patentable inventions, tangible research results, trademarks, service marks and trade secrets.
12. **“IP Assessment Committee (IPAC)”** is a committee formed by the Dean Research & Academic, which decides on the issues of ownership and patentability among others consisting of a Chairperson, and at least three additional faculty members.

13. **"Invention"** includes but is not limited to any new and useful process, formula or machine conceived or first reduced to practice in whole or in part, defined within the purview of the Patent Act. **Inventor(s)** and person(s) who produce and invention.
14. **"JIIT"** Jaypee Institute of Information Technology, Noida.
15. **"JIIT Personnel"** includes but is not limited to the faculty, students, staff or visiting faculty, researchers and scientists at JIIT, Noida.
16. **"Licensing"** is the practice of renting the intellectual property to a third party.
17. **"Net Earnings"** Earnings resulting from the licensing or commercialization of the IP, reduced by the outstanding actual expenses incurred in obtaining and commercialization of the IP.
18. **"Patent"** means the exclusive right granted by law for making, using or selling an invention.
19. **"PCT Application"** A PCT is a system of filing a patent application in several countries through a single application keeping the priority of the first filing in any of the countries within the PCT system. This is administered by the World Intellectual Property Organization (WIPO) in Geneva. It is not a patent granting system.
20. **"Protection of Layout of Integrated Circuits"** Layout scheme of integrated circuits that are functionally important.
21. **"Royalty"** is the payment made to any inventor / author or an institution usually for legal use of a patented invention or any Intellectual Property when licensed.
22. **"Significant Use of JIIT Resources"** is any usage of JIIT's resources in the creation of the invention(s), excess of the routine use of office facilities, computers, library resources and resources available to the general public.
23. **"Software"** means anything executable in a computer.
24. **"Teaching Material"** means any material that aids the process of teaching.
25. **"Trade Mark / Service Mark"** is a distinctive word, symbol or picture or a combination of these, which is used by a business entity to discriminate its products and services from those of other business entities.
26. **"Trade Secret"** Usually some information such as know-how of commercial or strategic value.

I. **Ownership**

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

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

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

JIIT shall be the owner of all invention(s) including software, designs and IC layouts created by teams of JIIT and non-JIIT personnel, associated with any activity of JIIT. Non-JIIT personnel, who create invention(s) including software, designs or IC layouts at JIIT but without intellectual contribution of JIIT personnel or significant use of JIIT resources, shall be the owner of such invention(s).

Except as stipulated above, JIIT shall be the owner of all invention(s) including software, designs and IC layouts created at JIIT.

I. (b) **Copyrightable Work**

Ownership of copyright of all copyrightable work shall rest with the author(s) with the following exceptions :

- a. If the work is produced during the course of sponsored and / or collaborative activity, specific provisions related to IP made in contracts governing such activity shall determine the ownership of IP.
- b. JIIT shall be the owner of the copyright of work, including software, created by JIIT personnel with significant use of JIIT resources.
- c. JIIT shall be the owner of the copyright on all teaching material developed by JIIT personnel as part of any of the academic programs at JIIT. However, the authors shall have the right to use the material in her / his professional capacity. As the traditional exception, JIIT shall not claim ownership of copyright on books, publications and presentation materials authored by JIIT personnel.
- d. JIIT shall be the owner of copyright of work produced by non-JIIT personnel associated with any activity of JIIT with the intellectual contribution of JIIT personnel. However, the authors shall have the right to use the material in her / his professional capacity.

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

Ownership of trade mark(s) / service mark(s) created for JIIT shall be with JIIT. In cases of all IP produced at JIIT, JIIT shall retain a non-exclusive, free, irrevocable license to copy / use IP for teaching and research activities, consistent with confidentiality agreements where entered into by JIIT.

II. **Disclosures, Confidentiality and Assignment of Rights**

For sponsored and / or collaborative work the provisions of the contract pertaining to disclosure of creative work are applied.

For all other invention(s) produced at JIIT, if the inventor(s) wish to protect the invention(s) they produce, then they are required to disclose the creative work to the IPAC (IP Assessment Committee) at the earliest date using an Invention Disclosure Form (IDF) attached as **Annexure-1**.

All JIIT personnel and non-JIIT personnel associated with any activity of JIIT shall treat all IP related information which has been disclosed to the IPAC and / or whose rights are assigned to JIIT, or whose rights rest with JIIT personnel, as confidential. Such confidentiality shall be maintained till the date as demanded by the relevant

contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public.

III. Assessment of Innovation(s) for Protection

To facilitate assessment, a three-member IP Assessment Committee (IPAC), of which at least one shall be an expert in the concerned area, shall be formed by the Dean Academic & Research. The creator(s) would be free to suggest names of faculty who are qualified to evaluate the creative work who may be invited by the Dean Academic & Research to be a part of the IPAC.

The IPAC shall assess the disclosure in a month and shall make recommendations to the Dean Academic & Research about the patentability of the invention. The IPAC may make one of the following recommendations :

- (i) That JIIT shall take the responsibility of protection of the IP, in which case, JIIT will initiate appropriate processes.
- (ii) That JIIT shall not take the responsibility of protection of the IP, in which case, the rights to the disclosed invention shall be promptly reassigned to the creator(s). The creator(s) may then choose to protect the creative work on their own.

Fillings of IP Applications in Foreign Countries :

Within six months of filling the Complete IP Application in India, JIIT shall, based on available information decide on the suitability of protection of the invention in foreign countries. If JIIT opts not to undertake such protection in any specific country requested by the Inventor(s). JIIT shall assign rights of the IP in that country to the creator(s) for the purpose of such protection.

Renewal of IP Rights

A decision on the annual renewal of IP Rights will be taken by a Committee constituted by the Dean Academic & Research. If JIIT decides not to renew the IPR in any country, then it will assign the rights of the IP in that country to the creator(s) upon a request to that affect from the creator(s). In case of patents, the process of reassignment will be completed in a period of three months before the due date for its renewal.

In all cases where IP rights in any specific country have been reassigned to the inventor(s), JIIT shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by JIIT.

IV. Support

IV (a) Contracts and Agreements

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

1. Allegiance, Affirmation & Confidentiality Agreement.

2. Consultation Agreement.
3. Evaluation Agreement.
4. Research and Development Agreement (R&DA / MOU).
5. License Agreement.
6. Technology Transfer Agreement.
7. Alternative Dispute Resolution Agreement.
8. Classified Information Non-disclosure (Specific) Agreement.

Vice Chancellor acts as a final signing authority in all the categories of agreements listed above.

IV(b) **Obtaining IPR**

If JIIT opts to protect the creative work, it shall provide an IPR Advisor / Patent Attorney for drafting the IP application as appropriate. JIIT shall pay for access to the relevant IP information databases and other associated costs. The inventor(s) shall conduct IP searches, study the prior art and provide the necessary inputs to assist in the drafting of the IP application. JIIT shall bear all costs of drafting and filing an Indian IP application. However, the creator(s) shall share 7.5% of above costs or Rs. 10,000/-, whichever is less. If JIIT chooses to file IP applications in other countries, then it shall bear the cost of application and other associated costs. JIIT shall be free to enter into agreements with overseas institutions for protection and licensing of the IP.

V. **Technology Transfer**

JIIT shall strive to market the IP and identify potential licensee(s) for the IP to which it has ownership. The creator(s) are expected to assist in this process.

JIIT may contract the IP to a Technology Management Agency, which manages the commercialization of the IP.

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

If JIIT is not able to commercialize the IP in a reasonable time, then it may reassign the rights of the IP to the creator(s) of the IP. Optionally, if JIIT has not been able to commercialize the creative work in a reasonable time frame, the creator(s) may approach the Vice Chancellor for the assignment of rights of the invention(s) to them.

VI. **Revenue Sharing**

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

Case	Net Earnings	Inventor(s)' Share	JIT's Share
1	For the first amount Q	70%	30%
2	For the next amount Q	60%	40%
3	For the amounts more than 2Q	50%	50%

It is suggested that amount Q be initially fixed at Rs. 10 Lakhs. The creator(s) share would be declared annually and disbursement will be made to the creator(s) or their legal heir, whether or not the creators are associated with JIT at the time of disbursement.

VII. Infringements, Damages, Liability and Indemnity Insurance

As a matter of policy, JIT shall, in any contract between the licensee and JIT, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, up gradation and debugging obligation.

JIT shall also ensure that JIT personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.

JIT shall retain the right to engage or not, in any litigation concerning patents and license infringements.

VIII. Conflict of Interest

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the inventor(s) and / or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and/or their immediate family have in the company.

A license or an assignment of rights for a patent to a company in which the inventors have a stake shall be subject to the approval of the Dean Academic & Research and Vice Chancellor taking into consideration this fact.

IX. Dispute Resolution

In case of any dispute between JIT and the inventor(s) regarding the implementation of the IP policy, the aggrieved party may appeal to the Vice Chancellor. The Vice Chancellor shall be assisted in this regard by a three-member committee constituted by him, with at least one member nominated by the aggrieved party. The Vice Chancellor's decision in this regard would be final and binding.

X. Jurisdiction

As a policy, all agreements to be signed by JIT will have the jurisdiction of the courts in Gautam Buddha Nagar UP and shall be governed by appropriate laws in India.

ANNEXURE I

(Refers to Intellectual Property Policy of JIIT)

**Invention Disclosure Form
Jaypee Institute of Information Technology, Noida**

Title of the invention :

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

Name	:	Name	:
Position	:	Position	:
Department	:	Department	:
Phone	:	Phone	:
e-mail	:	e-mail	:

Name	:	Name	:
Position	:	Position	:
Department	:	Department	:
Phone	:	Phone	:
e-mail	:	e-mail	:

Brief Description of Invention :

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) What are the advantages of the present invention over the comparable inventions?
- (c) Has the invention been tested experimentally? Are experimental data available?
- (d) Has the invention been patented or protected under confidentiality agreement?

(Please use 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 data
 - (7) potential long-term commercial interest.

(Please provide as much information as possible; attach extra sheets if 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 companies and specific individuals and their titles.

Development Stage:

Give you opinion on the current stage of development of the invention as it relates to its marketability (indicate appropriate response) :

- _____ Embryonic (needs substantial work to bring to market)
- _____ Partially developed (could be brought to market with significant investment)
- _____ Off-the-shelf (could be brought to market with nominal investment)

Signature of Inventor with date

Signature of Inventor with date

Signature of Inventor with date

Signature of Inventor with date

I, the undersigned, _____ hereby certify that _____ (the "Work", attach additional sheets if necessary to accurately describe the work) was specially commissioned by and is to be considered a "work made for hire" by JIIT, herein after referred to as Institute with address at Jaypee

Institute of Information Technology, A-10, Sector-62, Noida, Uttar Pradesh, India, and that JIIT is entitled to all patent / copyright / trademark and all other intellectual property rights thereto.

Without limiting the foregoing, for good and valuable consideration, receipt of which is thereby acknowledged and in accordance with the above entitlement of Institute to Intellectual Property generated by me, I hereby assign and / or transfer to Institute, its successors and assigns, 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 further agree that no copyright material assigned by me to the Institute under this agreement shall be reproduced by me beyond that which falls under fair use, and I shall retain only moral rights to this material. Furthermore, no patentable invention / technology innovation / trademarks developed by myself, and others shall be working with, be disclosed by me to any other party upon termination of this agreement. I 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.

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

Name :

Address :