



## **Intellectual Property (IP) policy**

# Content

1. PREAMBLE .....	3
2. PURPOSE STATEMENT .....	3
3. WHAT CONSTITUTES AN INTELLECTUAL PROPERTY .....	3
4. WHOM THIS IP POLICY IS MEANT FOR.....	5
5. IP GENERATION AND OWNERSHIP .....	5
6. DISCLOSURE OF IP .....	6
7. TECHNOLOGY TRANSFER AND IP LICENSING .....	7
8. REVENUE SHARING .....	8
9. IPC FUND .....	8
10. CONSTITUTION OF THE IP COMMITTEE (IPC) .....	9
11. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY .....	10
12. CONFLICT OF INTEREST .....	10
13. DISPUTE RESOLUTION .....	10
14. JURISDICTION .....	11

## **1. PREAMBLE**

Ahmedabad Education Society came into being in 1935 with inspiration provided by Sardar Vallabhbhai Patel, the first Deputy Prime Minister of India. Leading luminaries of Ahmedabad, Sheth Kasturbhai Lalbhai (an industrial magnate and philanthropist), Shri G.V.Malvankar (who became the first speaker of the Lok Sabha) and Shri Amrutlal Hargovandas (a leading industrialist) established AES to provide access to quality education to the youth of the region. Since its inception, it has established a number of colleges in varied disciplines, several schools, and also promoted two leading private universities. Its colleges have become symbols of the best institutions in higher education in the region, and are most sought after by students and teachers alike.

The Ahmedabad Education Society (hereinafter referred as “AES”) is the educational hub of Ahmedabad. It aims to offer exemplary tutelage as well as excellence across a spectrum of research in diverse fields such as Arts, Commerce, Science, Pharmacy, Health Care, Education, IT, Entrepreneurship and Innovation that builds the stock of knowledge and leads to new research questions with direct applications to industry and communities. By virtue of supporting a vibrant research environment through its expert faculty for its students to explore and expand the frontiers of knowledge, it is necessary therefore, to have in place, systems and mechanisms to structure and enforce the process of creation, preservation, documentation, transfer and application of IPR linking their commercial exploitation under the legal provisions in the country.

The goal of the Intellectual Property (hereinafter referred as “IP”) policy of the AES is to recognize, guard and manage intellectual properties generated from the work of the AES human resources.

## **2. PURPOSE STATEMENT**

The AES wishes to underscore the importance of IP and urges all faculty, staff and students to document their innovative and creative outputs with a view to identify and protect their IP. The AES is keen to facilitate IP generation, protection and its application for shared benefits to both AES and inventors in a transparent manner. For the facilitation of the IP policy, the AES shall constitute the Intellectual Property Cell (hereinafter referred as “IPC”). The office of the IPC shall deal with all activities relating to IP of the AES.

## **3. WHAT CONSTITUTES AN INTELLECTUAL PROPERTY**

IP is an intangible knowledge product resulting from the intellectual and scientific pursuits that qualifies for legal protection under relevant legislations regulating and governing various forms of IP Rights (IPR). IP thus is an outcome of the in-house, sponsored research, industrial consulting or other forms of collaborative research and development (R & D).

Broadly, IP could take the form of any invention related to scientific, technological, social, societal, and business development namely: patent, industrial design, trademark, copyright, mathematical models, business models, confidential information, technical know-how, mask works, process, plans, circuit, diagrams, specifications, guidelines, graphics, training materials, software programs, records, drawings, instruction guides, logo, study materials, new techniques, algorithms, concepts or any other form as per the need and development.

The several types of IP can be broadly listed as follows:

- a) Patents - An exclusive right granted for an invention, which is a product or a process that provides a new way of doing something, or offers a new technical, mechanical or technological solution to a problem. The criteria for patentability are novelty, non-obviousness to the expert and industrial or commercial application.
- b) Copyrights - An exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings and the like.
- c) Trade/Service Marks - An exclusive mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colors.
- d) Industrial Designs - An exclusive right to protect the features of shape, configuration, pattern, ornament or composition of lines or colors applied to any article whether in two dimensional or three dimensional or in both forms.
- e) Integrated Circuit Layout Designs - An exclusive right for a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.
- f) Traditional Knowledge- Knowledge developed by the indigenous or local communities for the use of a natural resource with respect to agriculture, food, water, medicine etc. over a period of time and has been passed from one generation to another traditionally.
- g) Geographical Indications - An exclusive right to identify goods as agricultural goods, natural goods as originating or manufactured in the territory of a country or a region or locality in that territory where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin.
- h) Know-how and Trade Secret - Any form of confidential information pertaining to technical know-how including lab notes, results of analyses, research notes, research data reports, chemical, pharmacological, toxicological, clinical, analytical and quality control data, trial data, prototypes, information contained in submissions to and information from ethical committees and regulatory authorities, etc. Trade secrets and know-how fall outside the scope of protection under current IP regime of India. It is important for the owner of such secrets and know-how to maintain confidentiality through non-disclosure agreements (NDA) with the other parties.

## **4. WHOM THIS IP POLICY IS MEANT FOR**

This IP policy covers all human resources of the AES (hereinafter referred as “inventors”) including students, staff and the faculty. It also covers outside faculty, individual research scholars, scientists, companies, firms, institutions, research centres, vendors, suppliers or any other business partners engaged directly or indirectly in research and development, innovation and intellectual & scientific pursuits being carried at the AES in India and abroad either individually or jointly with any inventor of the AES. It is also applicable to the employee of the University who is under lien, sabbatical, training, visit or internship to other organizations.

## **5. IP GENERATION AND OWNERSHIP**

### **5.1 In-house Research**

Unless specifically agreed in writing, all forms of IP arising from the research carried out at the AES Colleges and Institutes shall vest in and be the absolute property of the AES. AES may grant an exclusive and gratuitous license of the said rights to the company/firm/LLP or any other entity formed by the inventors for the purpose of its commercialization.

### **5.2 Sponsored and Collaborative Research**

- 5.2.1 The ownership of IP created, authored, discovered, invented, conceived or reduced to practice during the course of sponsored or collaborative research undertaken jointly by the colleges and institutions of AES with the collaborating institutions shall be owned by the AES unless otherwise specified through explicit agreement with the collaborating institutions.
- 5.2.2 In case of jointly owned IP, the collaborating institutions will be requested to bear the proportionate cost of filing and maintaining of the IP;
- 5.2.3 Where the collaborating institutions are not forthcoming for filing IP application, the AES at its discretion will meet the entire cost of filing and protection of IP;
- 5.2.4 In case of collaborative activity with foreign institutions involving indigenous biological material, IP ownership has to take into account restrictions as per the prevailing ‘Biological Diversity Act 2002’ of India.

### **5.3 Outside Consulting**

- 5.3.1 Consulting by faculty shall be encouraged and may be undertaken with prior intimation to the AES and will be subject to the provisions of AES Consulting Policy from time to time.

- 5.3.2 Faculty shall apprise the external organisations of the AES position and ensure that the terms of their engagement or contract with them do not conflict in any way with AES IP Policy;

#### **5.4 Copyright Ownership**

- 5.4.1 In case of textbooks, research books, articles, reports, monographs, teaching course material, continuing education program material, learning resource materials and other scholarly publications authored by faculty and staff of the Colleges and Institutions, copyright including the royalty rights will be owned by the AES unless otherwise provided. In continuing education programs AES owns the course structure, outline and the promotional material.
- 5.4.2 For work like novels, literary articles, reports, poems, musical compositions and other related works copyright will be owned by the author;
- 5.4.3 In case of term papers, laboratory records and of other documents that are produced by a student of the colleges/institutions during the course of his/her study, copyright will be owned by the student provided the thesis does not include any information that needs IP protection by the AES and the student has not received any financial support from the AES for this research. AES gets a non-exclusive, non-commercial license for the display and use of the thesis for academic and research purposes. Students who wish to publish their thesis as a book or any other publication shall seek prior written permission from the IPC.

Under all circumstances AES always reserves right to use the IP generated for its academic and research purpose. It is also mandatory for the inventor / author to obtain all necessary permissions while using the copyright material. AES is not liable for any copyright violation by the inventor or the author.

### **6. DISCLOSURE OF IP**

- 6.1.1. All potentially patentable inventions or other potential IP conceived or first reduced to practice in whole or in part by the inventor shall be disclosed on a timely basis to the IPC.
- 6.1.2. As public disclosure before initiating steps for formal protection of IP could inadvertently kill its novelty and thereby the IP, there shall not be any such disclosure, until IPC grants written permission to do so, after evaluating the technology and communicating a decision on whether to pursue the protection of the IP or not.

#### **6.2. Evaluation of IP for Protection and Commercial Development**

- 6.2.1. Inventor shall disclose the invention through an invention disclosure form and submit to IPC.
- 6.2.2. Invention shall be evaluated in terms of scientific merit, novelty, its applicability and market potential. All potential IP arising out of the research conducted at the AES colleges and institutions shall be protected on the basis of the evaluation of IP

including its commercial potential. In case, the IP is found to have very little or no commercial potential, no steps shall be taken to protect the same.

- 6.2.3. AES may also waive the IP right if the IPC is of the opinion that it is generated without using substantial resources of the AES.
- 6.2.4. IPR waiver may also be given when inventor does not use AES provided or administered funds in connection to the IP development which had been made on personal, unpaid time of the inventor. For all such IP waivers inventor shall approach IPC in advance seek such waiver in writing.

### **6.3. Filing of IP**

- 6.3.1. All applications for IP shall be filed by the AES in the name of the competent authority and / or in the name of a Company set up by the AES under Section 8 of the Companies Act 2013 . The name of the inventor shall be filled in the application at appropriate places.
- 6.3.2. All applications shall be considered for filing in India. A decision on annual renewal of IP rights will be taken by the IPC.
- 6.3.3. Any patent which needs protection outside India, the procedure shall be to first file a provisional patent in India and within 12 months, file under a Patent Cooperation Treaty (PCT) application along with an application for filing an Indian patent. Based on the merit of the invention, the approval for PCT filing shall be based on the recommendation of the IPC. If there are no takers for the technology within 36 months from the date of filing, the AES shall not assume the responsibility of further payments.
- 6.3.4. In case the inventors are interested in pursuing the IP, the AES shall re-assign such IP rights back to them to sustain such IP on a condition that the inventor pays back the AES the initial expenses incurred by the AES for filing the IP. If an inventor decides to abandon or withdraw the application for a patent at some mid- stage of processing, prior approval of the IPC is required.

## **7. TECHNOLOGY TRANSFER AND IP LICENSING**

AES envisages a fine balance between a need to protect the IP and its commercialization.

- 7.1 The AES IP either held in the name of AES or a Company set up specially for the same or jointly with other collaborating institutions shall be marketed for commercial exploitation under agreements involving technology transfer, licensing and revenue sharing models.
- 7.2 The IPC shall identify potential licensee for its commercialization or may contract the IP to any outside agency for its commercialization.
- 7.3 In case of joint IP, the collaborating institution/ sponsoring agency will have the first right to commercially utilize and exploit the IP emanating from the

collaboration activity, whether or not the same have been formally protected by patent.

- 7.4 In case the other collaborating institution/sponsoring agency is not undertaking the commercial exploitation within a reasonable period of two years from the first date of development of the technology, the AES reserves the right to transfer the said know-how to a third party for its commercial exploitation and use.
- 7.5 AES reserves the rights to extend, modify or terminate the type of license.
- 7.6 Irrespective of the license type, AES shall always retain the exclusive right of IP for its academic and research usage which includes right to publish, use of the technical data, the method or product

## **8. REVENUE SHARING**

- 8.1 The revenue generated by licensing/assigning sale or transfer of IP which could be in the form of license fee, milestone payments, upfront fee, profit sharing, stock option, equity and / or royalty payments, shall be shared as –
- (a) 65% (sixty five percent) of the revenue will go to the inventor; the share of each inventor may be decided by the inventors and IPC;
  - (b) 20% (twenty percent) shall go to the AES or to the Company holding the IP;
  - (c) 10% (ten percent) to the constituent college/institute to which the inventor is affiliated, to be used for research and innovation, faculty development etc;
  - (d) 5% (five percent) to IPC Fund for promotion of IP activities;
- 8.2 The amount to be distributed will be the net revenue after deduction of applicable tax or any other levies and the amount retained by the AES for IPC Fund;
- 8.3 In case of joint-inventor-ship, IPC shall ensure a fair revenue distribution of the commercialization proceeds. The inventor should submit inventor agreement to AES which includes ratio of sharing any revenue. In absence of such agreement, the IPC shall execute a revenue sharing agreement among the inventors by determining the IP rights of each inventor proportionate to the contribution to the invention.
- 8.4 If the AES is unable to commercialise the IP in a reasonable time frame, then it may reassign the rights of the IP to the inventor of the IP;
- 8.5 In case the AES reassigns the right of the IP to its inventor, he/she shall reimburse all the costs incurred by the AES, which include protection, maintenance, marketing and other associated costs. These costs will be compiled by the IPC.

## **9. IPC FUND**

The AES may examine to institute an ‘IPC Fund’ by investing corpus amount every year and accumulating part of the revenue generated from licensing/assigning and other resources to support IP activities of the AES. The IPC fund will be managed by the IPC of the AES.



## 10. CONSTITUTION OF THE IP COMMITTEE (IPC)

The IP Committee (IPC) will be the core administrating body, which will be responsible for evolving detailed procedures to facilitate implementation of the IP policy of the AES. The IPC Committee shall essentially work as a policy formulating committee while the executive actions will be carried out by the IPC. The periodic amendments recommended by the IPC shall be adopted by the AES after due process of approval from the Board of Governors of the AES.

The IPC shall have 7 members and will be headed by the Director AES and will have the following structure:

- Director AES as the Chairman
- Academic Advisor AES
- Subject Expert as needed, appointed by the Chairman
- Two members nominated by the Chairman of IPC
- Deputy Secretary AES will be the member secretary of IPC
- Manager Finance AES

The IPC shall meet whenever necessary. The scope of activities of the IPC shall include the following:

- a) Advise on formulating awareness programmes for educating faculty, staff and students about IP at the AES;
- b) Approve procedures, forms, draft agreements and guidelines for implementation of the IP policy at the AES;
- c) Recommend expert groups in different subject domains for assessing and recommending proposals for IP filing. It may appoint expert group with members from within and/or outside the AES to seek their opinion in carrying out any of the above responsibilities;
- d) Interact with the inventors, evaluate invention for patentability and commercial potential, act as advisory to the inventor for all matters including filing applications for protection of IP;
- e) Assist with drafting, negotiating, advising and monitoring all confidential agreements, vendor contracts, visitor participation agreements, license agreements, non-disclosure agreements, revenue-sharing agreements and material transfer agreements of the AES with special reference to IP relating matters;
- f) Advise on approaching funding agencies, venture capitalists etc. for funds for promotion of IP activities, filing, licensing/assigning of IP on revenue sharing basis;
- g) Recommend waivers and release of IP to inventor and/or third party within the framework of IP policy of the AES;
- h) Redress any conflict, grievance regarding ownership of IP, processing of IP proposals, infringement and interpretation of various clauses of IP policy;
- i) Propose amendments from time to time for consideration of the AES management;

- j) Pursue the licensing of technology by undertaking market evaluation for the technology concerned, identifying third parties to commercialize it, entering into discussions with potential licensees, negotiating appropriate licenses or other agreements and post-transfer monitoring of the technology and for tracking performance of the obligations of the licensee;

## **11. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY**

- 11.1 As a matter of policy, the AES shall, in any contract between the licensee/potential licensee, collaborating institutions, service provider and other educational institutes, seek indemnity from any legal proceedings arising from development and commercialization of AES IP including, but not limited to, manufacturing defects, production problems, design guarantee, upgradation and debugging obligation;
- 11.2 The AES and IP Cell shall also ensure that an indemnity clause is built into the agreements with licensee(s) while transferring technology or otherwise dealing with technology or copyrighted material or other proprietary material owned by the AES;
- 11.3 The AES shall retain the right to engage in or desist from or not in any litigation concerning infringement of any IP or the terms of any licenses or any other arrangements.

## **12. CONFLICT OF INTEREST**

- 12.1 Inventor(s) are required to disclose any conflict of interest or potential conflict of interest to the IP Cell. In case of any conflict of interest with respect to any provisions in any agreement or any arrangement involving any of the inventor(s) of AES with third party, the provisions of the IP policy shall prevail;
- 12.2 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. Under such circumstances, the license or an assignment of rights for a patent to the potential licensee shall be subject to the approval of the IPC.

## **13. DISPUTE RESOLUTION**

In the event of any dispute, controversy, claim or disagreement of any kind whatsoever between the AES and inventor(s) of the AES, collaborating institutions or any service provider regarding the implementation of the IP policy, or in connection with or arising out of any agreement or the breach, termination or invalidity thereof between or among the parties thereto, or any person claiming under any of them, the parties concerned shall promptly meet and discuss the dispute in an effort to resolve it. If no resolution could be reached within 15 (fifteen) days following the date on which one of the parties first notifies

in writing to the other(s) of its request that such a meeting is to be held, then, the dispute shall be resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the Rules there under, as amended from time to time. The arbitration shall be conducted by a sole arbitrator, who shall be a person appointed by the Director AES. The venue of such Arbitration shall be at Ahmedabad, India. . The arbitration shall be conducted in the English language.

## **14.JURISDICTION**

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

## **15. Amendments**

To begin with, this policy will be in operation till 31<sup>st</sup> March 2020. The same will be then reviewed for further period based on the experience and learnings during the implementation.

This policy may be reviewed, amended, modified, suspended or withdrawn by the Management at any time.

## Invention Disclosure Form

**Date of submission:** \_\_\_\_\_

The inventor is requested to fill up the following form while submitting an application for filing a patent by AES.

[General Patent Information: In order to obtain patent protection, your invention must demonstrate the following:

New (or novel): The invention must be new, that is, it has not been previously used, sold or described publicly.

Useful: The invention must have an actual use and not be just a subject for additional research.

Non-obvious: The invention must not be obvious at the time of conception to another person having ordinary skill in the art].

1. Title of the project / invention
2. Name of the inventors including faculty, students and staff:

[Note: Please include the names of all co-inventors. Co-inventors include any individual who has conceived or contributed to an essential element of the invention, either independently or jointly with others, during the evolution of the technology or reduction to practice]

Inventor:      Name \_\_\_\_\_  
                    Designation \_\_\_\_\_  
                    Department \_\_\_\_\_  
                    Phone/Fax/e-mail \_\_\_\_\_  
                    Home Address \_\_\_\_\_

Inventor:      Name \_\_\_\_\_  
                    Designation \_\_\_\_\_  
                    Department \_\_\_\_\_  
                    Phone/Fax/e-mail \_\_\_\_\_  
                    Home Address \_\_\_\_\_

Inventor:      Name \_\_\_\_\_  
                    Designation \_\_\_\_\_  
                    Department \_\_\_\_\_  
                    Phone/Fax/e-mail \_\_\_\_\_  
                    Home Address \_\_\_\_\_

Inventor: Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Department \_\_\_\_\_  
Phone/Fax/e-mail \_\_\_\_\_  
Home Address \_\_\_\_\_

(Please add additional names if needed)

3. Source of funding for the project:

Institute funding / Industry funded / Govt. aided / consultancy - with or without prior contractual agreement / Any other

4. Is the work bound by any agreement / contract / MOU?

Yes                      No

If yes please give details.

5. Is the patent (to be filed) for a process or product?

6. General area of the patent application to be filed:

7. Description of the invention (not more than 200 words)

[Note: In describing the technology, please provide when possible, information covering the following points:

- a. the general purpose;
- b. a technical description;
- c. the advantages and improvements over the existing methods, devices or materials; and,
- d. the economic potential or commercial applications for the technology.
- e. The problem for which solution was researched
- f. The invention namely the solution to the problem

7. Origin of the idea / invention: who and when?

8. Details of Students / staff who participated in the invention but are not inventors:

- Name / degree registered for \_\_\_\_\_  
Department / roll no. \_\_\_\_\_  
e-mail \_\_\_\_\_  
Home Address \_\_\_\_\_  
Signature \_\_\_\_\_
  
- Name / degree registered for \_\_\_\_\_  
Department / roll no. \_\_\_\_\_  
e-mail \_\_\_\_\_

Home Address \_\_\_\_\_

Signature\_\_\_\_\_

- Name / degree registered for\_\_\_\_\_
- Department \_\_\_\_\_
- e-mail\_\_\_\_\_
- Home Address \_\_\_\_\_
- Signature\_\_\_\_\_

- Name / degree registered for\_\_\_\_\_
- Department \_\_\_\_\_
- e-mail\_\_\_\_\_
- Home Address \_\_\_\_\_
- Signature\_\_\_\_\_

(Please add additional names if needed)

8. Any help received from others in conception of the idea?
9. Date of start of the project
10. Other applicants (collaborating partner organizations)
11. Background Research and Prior Art [Please describe the information obtained through literature search details on existing public knowledge in the concerned field. Include journals and other publications and relevant patent databases]
12. Has the work been displayed anywhere?
13. Has the work been reported / published / presented anywhere?
14. Has any related patents been filed by the inventor earlier?
15. Unique features about the work done with respect to prior art that satisfy patentability criteria
  - a. Is the work a mere extension of common known knowledge?
  - b. Has the work filled a major gap in prior art? If yes, a brief description of this gap.
  - c. Any environmental issues?
  - d. What aspect of the invention needs protection
16. Has the work been systematically and chronologically documented? How?
17. Commercial aspects of the invention/ technology developed
18. Any costing of the product / process / invention been done?

19. Any industries / companies interested in licensing the work [List any companies which you believe may be interested in your invention]

20. Is the work

- a. Completed and results validated?
- b. At a basic conceptualization stage?

I/We hereby declare that all statements made herein of my/our own knowledge are true and that all statements are believed to be true [to be signed by all inventors].

Inventor	Signature	Date
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Inventor	Signature	Date
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Inventor	Signature	Date
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Inventor	Signature	Date
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Countersigned by Principal