

INTELLECTUAL PROPERTY RIGHT POLICY

SECTION 1 INTRODUCTION

- 1.1 PREAMBLE
- 1.2 PURPOSE
- 1.3 TYPES OF IP
- 1.4 DEFINITIONS
- 1.5 ADMINISTRATION OF IPR POLCY

- 1.5.1 POWERS TO AMEND IPR POLICY
- 1.5.2 RESPONSIBILITY TO CREATE/AMEND PROCEDURES AND PROCESSES FOR IMPLEMENTATION OF IPR POLICY
- 1.5.3 APPEAL PROCEDURE
- 1.5.4 IP INFRINGEMENT

SECTION 2 OWNERSHIP OF INTELLECTURAL PROPERTY

- 2.1 INTRODUCTION
- 2.2 TYPES OF ACTIVITIES LEADING TO GENERATION OF IP
- 2.3 OWNERSHIP OF INTELLECTUAL PROPERTY (IP)
 - 2.3.1 PATENT, COPYRIGHT ON SOFTWARE, TRADE MARK & INDUSTRIAL DESIGN
 - 2.3.2 COPYRIGHT OTHER THAN SOFTWARE
 - 2.3.3 TRADE AND SERVICE MARKS
 - 2.3.4 WAIVER OF IP RIGHTS BY CMRTC
 - 2.3.5 TRADE SECRETS AND KNOW HOW INFORMATION
 - 2.3.6 COPYRIGHTS OWNED BY THIRD PARTIES

SECTION 3 TRANSFER AND USE OF IP

- 3.1 INTRODUCTION
- 3.2 POLICY FOR IP LICENSING AND ASSIGNMENT
- 3.3 SHARING OF REVENUE BETWEEN CMRTC AND INVENTOR(S)
- 3.4 POLICY RELATED TO THE USE OF NAME OF CMRTC AND TRADEMARKS OWNED BY CMRTC BY THIRD PARTIES
- 3.5 NONCOMPLIANCE AND CONFLICT OF INTEREST

ANNEXURE I SUGGESTED IPR ADMINISTRATIVE MECHANISM AT CMRTC

ANNEXURE II NORMS FOR SHARING

Section 1 INTRODUCTION

1.1 PREAMBLE

CMR Technical Campus (hereafter referred to as 'CMRTC') is an academic Institute dedicated to excellence in teaching and research. Its activities, centered on faculty/students/ /project staff/ supporting staff/visitors are based on academic and intellectual exercise. In the era of technology domination CMRTC have to preserve the fundamental spirit of academics on one hand and have to march ahead, on the other, generate and protect knowledge generated while disseminating under the intellectual property in a more structured form. In the evolving scenario of the world today, with increasing awareness of the 'knowledge asset', an Intellectual Property Rights (IPR) Policy is needed not only to preserve the interest of CMRTC but also to make its faculty/students /project staff/ supporting staff/ visitors aware of 'knowledge asset and its impact on the society'.

This policy facilitates protection of the right of the Inventor(s) of CMRTC i.e. faculty/students /project staff/ supporting staff /visitors of CMRTC through the option of Intellectual property protection on a novel work. In alignment with the Vision and Mission of CMRTC, the policy favours outreach of the novel technologies developed at CMRTC. At the same time, it motivates the faculty, students and researchers of CMRTC to initiate cutting edge research and development.

1.2 PURPOSE

The material put forward in this document relates to an IPR policy with the objective that:

- (a) It enables CMRTC to discharge its primary responsibility of fostering, stimulating and encouraging creative activities in the area of science and technology in the widest sense;
- (b) It lays down the norms to protect the legitimate interest of faculty/students/ project staff/ supporting staff /visitors of CMRTC.
- (c) It provides a transparent administrative system for the ownership, control and transfer of the intellectual property created and owned by the Institute;
- (d) It shares a global perception of practices related to intellectual property while avoiding as far as possible 'conflict' of opposing interests,
- (e) The policy promotes fair benefit sharing.

1.3 TYPES OF IP

The intellectual properties can be broadly listed as:

- a) Patents
- b) Copyrights
- c) Trade/Service marks
- d) Industrial designs

1.4 DEFINITIONS

These intellectual properties can be illustratively defined as:

- a) Patent is 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 solution to a problem.
- b) Copyright is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings.
- c) Trade/Service mark means a 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 colours.
- d) Industrial Design means only the features of shape, configuration, pattern, ornament or composition of lines or colours applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.
- e) First Party – CMR Technical Campus (CMRTC).
- f) Second Party- Faculty, Supporting staff, Project staff and Students of CMRTC.
- g) Faculty means a person professionally qualified to carry out teaching and research at CMRTC as a whole time employee, Emeritus fellow or Visiting professor appointed by CMRTC. (Note this definition of faculty is meant only for the purposes of this document and is not intended to replace the definition of faculty in the statutes or other documents of CMRTC.)

- h) Supporting Staff means a person employed full-time or part-time by CMRTC to support the research, development, teaching and other supporting activities (including administrative activities) of CMRTC.
- i) Student means a person who has registered or enrolled as full time student, part-time student, casual student or exchange student from other universities/colleges/institutions.
- j) Project staff means a person employed temporarily on a contract under a research project, consultancy or any other activity carried out by CMRTC.
- k) Third Party- Any governmental or non-governmental organization with whom the First or the Second Party interacts for any activity with/without exchange of consideration in cash or kind.
- l) Activity- Activities related to teaching, research, consultancy, generation and dissemination of information carried out by a person or an Institution independently, or collaboratively.
- m) Inventor(s) – A person or a group of persons responsible for creating an IP. In case, creation of IP is associated with more than one inventor, one of them, from CMRTC, would function as a Lead Inventor.
- n) Visitor- A person either from India or abroad visiting under a collaborative activity or associated work at CMRTC. It is expected that the visit has been approved by competent authority of CMRTC.
- o) Work for hire- The work (or a product) originated from CMRTC and is meant for the specific purpose of CMRTC and produced by (a) an author during his/her employment at CMRTC or (b) non-employee under contract with CMRTC.
- p) Work Commissioned/Outsourced work commissioned by CMRTC to a creator or group of creators either employed by CMRTC or invited from outside CMRTC with or without any consideration in cash or kind. Typical examples of CMRTC commissioned works are: a. Design work, b. Artistic Work, c. Engineering/Architectural Models, d. Computer Software e. Reports based on surveys and analysis, f. Video works.
- q) Associated Agreement – document created with mutual consent of involved parties defining the rights, roles and responsibilities of each of the parties, for example, Memorandum of Understanding (MoU), Memorandum of Association (MoA), Research Agreement, Consultancy Agreement, Non Disclosure Agreement (NDA), etc.
- r) Non Disclosure Agreement (NDA)/Confidentiality Agreement -The agreement intends to protect proprietary or confidential information among the parties involved in executing

a NDA.

1.5 ADMINISTRATION OF IPR POLICY

The powers and responsibilities to amend and implement IPR Policy by various entities are described below:

1.5.1 POWERS TO AMEND IPR POLICY

CMRTC, through its Board of Governors (BOG), will have the full power to make changes to the IPR policy or bring out a new policy as and when it is felt necessary. This can happen in view of changes in government policies or other national and international developments including treaties and legal judgments. The changes or the new policy shall be applicable to all faculty/students/project staff/ supporting staff /visitors.

1.5.2 RESPONSIBILITY TO CREATE/AMEND PROCEDURES AND PROCESSES FOR IMPLEMENTATION OF IPR POLICY

CMRTC, through its Director, will have full powers to create and amend administrative mechanism from time to time in view of the changing needs including creating administrative bodies and entrusting role and responsibilities to various individual(s)/existing entities for evolving detailed procedures and to facilitate implementation of the IPR policy of CMRTC.

1.5.3 APPEAL PROCEDURE

In case of any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy, any aggrieved person can appeal to the administrative body formed for the purpose to resolve the issue. In case the appellant is not satisfied with the decision of such a body, he/she can appeal to the Director of CMRTC, whose decision shall be final.

1.5.4 IP INFRINGEMENT

In case of violation/infringement of any intellectual property rights such as patent infringement by the CMRTC faculty /students/project staff/ supporting staff/visitors or any third party infringing upon the IPR of an CMRTC inventor, CMRTC would create an appropriate administrative body, which would first investigate the matter and make recommendations to the Director for resolution of such violation/infringement. In case of any third party infringing upon IPR of CMRTC, the above administrative body would investigate and make recommendations to the Director including need for any legal course of action.

Annexure I describes suggested administration mechanism for some of the key activities.

Section 2 OWNERSHIP OF INTELLECTUAL PROPERTY

2.1 INTRODUCTION

Excellence in research and education, exchange and dissemination of knowledge are guiding principles of CMRTC. These activities may lead to generation of new Intellectual Property (IP), which needs to be protected, developed, transferred and commercialized for the benefit of the institute and society at large. This can be facilitated if the Ownership of a newly created IP is clearly defined. Clarity on Ownership of IP protects the interest of both the inventor(s) and the society.

Like in case of other types of property where there is an owner who can sell, rent and gift the property, the same concept is applicable in respect of all IPs. An owner of an IP is the one who has the rights to enter into transaction of IP such as licensing, selling, assigning of IPR or engaging in any other similar activity, to earn revenue or any consideration accruing from such an activity and retain, share and utilize the revenue so earned.

Owning an IP involves a process defined by law and has cost associated with it. Each country has its own process and fee structure. An Owner needs to acquire ownership rights separately in each country by paying necessary fee and associated expenses. Retaining the ownership involves payment of maintenance fee as per the prescribed schedule over the life of IP.

2.2 TYPES OF ACTIVITIES LEADING TO GENERATION OF IP

CMRTC has engaged itself in different types of Research and Development (R&D) activities including the following, which may generate intellectual property (ies):

- a) Research taken up by a faculty/student/project staff/supporting staff /visitor in the normal course of his/her appointment/engagement at CMRTC with funds coming from CMRTC (this would include research projects undertaken by students under the supervision of the faculty member);
- b) Research taken up by a faculty/student/project staff/supporting staff/visitor from funds coming from a sponsor such as Government of India, state governments, international agencies, or foreign governments, etc.
- c) Collaborative research undertaken with other institutions including government departments and agencies, PSUs and private companies located in India or abroad;
- d) International collaborative research with institutions and companies located outside

India;

e) Research supported by companies and other private organizations through projects or consultancy assignments; and

f) Any combination(s) of the above

2.3 OWNERSHIP OF INTELLECTUAL PROPERTY (IP)

2.3.1 Patent, Copyright on Software, Trade mark and Industrial design

(A) Intellectual property is owned wholly or exclusively by CMRTC if:

a. It has been developed either solely with the use of funds / facilities provided by CMRTC or with a mix of funds/facilities of CMRTC and external agencies even without any formal associated agreement

b. It has been developed with the use of external funds / facilities, including, that of sponsored research and consultancy projects without any associated agreement.

c. It has been developed under any contract arrangement including “work for hire”, work commissioned and/or outsourced by CMRTC.

d. It has been developed pursuant to a written agreement where ownership has been transferred to CMRTC. Examples are work assigned to programmers, writers of CMRTC publications, etc.

e. It is not assignable to an individual or a specific group of identifiable contributors, i.e. software or technology or process developed over a period of time with contribution from different individuals of / for CMRTC.

(B) Intellectual property can be owned by Third party (ies) (exclusively or jointly with CMRTC) if:

a. It has been developed with external funding from Third party (ies) including sponsored research, consultancy projects and other collaborative activity (ies) with a formal associated agreement.

b. It has been developed without external funding from third parties under collaborative project(s) or activity (ies) with Third party (ies) with associated agreement(s).

c. It has been developed out of the work carried out by CMRTC faculty/student/project staff/supporting staff during their visit to a Third party Institution/organization.

For sharing of IP in case of sponsored research and consultancy projects or any other collaborative activity, the following guidelines shall be followed:

(i) If the funding agency allows CMRTC to own the IP, then CMRTC may share its rights with other Third party (ies) subject to their respective contribution.

(ii) In case of funds provided by an agency of Government of India, the ownership shall be decided in compliance with the ownership clauses defined by the funding agency at the time of approval of the project activity (ies).

(iii) In case of funds provided by a non-government agency, the ownership may be shared between CMRTC and funding agency. The sharing may take into consideration relative contributions of parties involved as well as any background IP with respective parties. Waiver of joint ownership can be considered by CMRTC on recommendation(s) of the involved Inventor(s) or Lead Inventor based on the adequacy of compensation provided to CMRTC.

(iv) For a multi-country/multi-institutional collaborative project, there must be an explicit agreement defining the ownership of IP generated.

Normally, IP will be shared among only those parties that contribute towards creation of IP through direct involvement of their human/other resources.

(C) The Intellectual property can be owned by the Inventor(s) if:

None of the situations defined above for CMRTC or Third party ownership applies, and the IP is unrelated to the inventor's engagement with CMRTC. For faculty and staff, the engagement implies responsibilities associated with employment. It is also expected that the person concerned would have pursued these activities outside of normal working hours of CMRTC.

2.3.2 Copyright other than Software

(A) The copyright owned by the author(s): The copyrights is owned by the authors for textbooks, research papers, articles, monographs, teaching, learning resource materials and other scholarly publications unless restricted by an associated agreement. These may also include popular novels, poems, musical composition, other works of artistic imagination, etc. It is advisable to keep the CMRTC informed about such creations. Revenue generated, if any, from such activities must be reported to administration of CMRTC as per the prevailing rules of income from other professional activities/sources.

(B) The copyright owned by CMRTC: The copyright is owned by CMRTC if the work is created under any contract.

(C) The copyright reassignable to Authors: Copyright works that are normally assignable to CMRTC may be reassigned to the author on request of the author provided it does not violate any agreement with Third party and does not intervene / harm the interests of CMRTC.

(D) Copyright owned by student

(i) Copyrights of thesis, dissertations, term papers, laboratory records, and of other documents that are produced by a student during the course of his/her study will reside with the student unless restricted by an associated agreement and/or research carried out using facilities that have come to CMRTC with pre-imposed IP protection restrictions.

(ii) For claiming ownership of copyright for thesis and dissertations, the student(s) has/have to declare that the thesis does not include any information that needs IP protection by CMRTC.

(iii) Further, any IP generated (other than copyright) out of the work carried out by the student would be covered as per Clause (A) and Clause (B) of Section 2.3.1.

(iv) If any such work could not be protected before submission of the thesis, concerned inventors should take steps to protect the IP within a period of one year of submission of thesis. CMRTC would have a mechanism in place for processing such thesis in order to protect the confidential information during this period.

2.3.3 TRADE AND SERVICE MARKS

Trade and service marks related to goods and services involving CMRTC will be owned by CMRTC. Use of CMRTC's name through trademark makes users obligated to certain standards and accountability.

2.3.4 WAIVER OF IP RIGHTS BY CMRTC

Subject to any associated agreement and with appropriate approval from the sponsor, CMRTC may waive its rights to specified intellectual property in favour of the inventor so as to enable the inventor to seek funding or other support for the purpose of commercialization, or the Institute assessment doesn't favour IP protection. Such waiver of ownership in favour of the inventor(s) can be considered

(a) If it is established that such ownership of the inventor would be essential to enable dissemination of benefits of the invention to the society, or

(b) if CMRTC decides not to pursue the protection of IP within a period of six months of complete disclosure by the inventor to CMRTC. The decision to pursue or not to pursue

should be communicated to the inventor within a period of three months of complete disclosure by the inventor to CMRTC.

In all cases, unless explicitly agreed to, CMRTC shall normally retain a perpetual, royalty, free license to use the intellectual property and any corresponding IP for research and educational purposes.

2.3.5 TRADE SECRETS AND KNOW-HOW INFORMATION

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 knows how to maintain confidentiality through confidentiality or non-disclosure agreements (NDA) with the other parties. In order to protect the information exchanged or being exchanged with Third party (ies) associated with an activity, Lead inventor/faculty is encouraged to sign separate NDA with third party (ies), associated faculty members, students, supporting staff, project staff and visitors. Such confidential information should not be incorporated in a student's thesis without the written permission of the owner of the information. Trade secrets and knowhow information should be exchanged with Third party (ies) in writing through a disclosure notice in order to keep a record of time and extent of disclosure. Such NDA should have a reasonable time limit from the date of disclosure of the information by the two parties so as not to hamper dissemination and propagation of scientific information to society.

Work carried out or information generated under an activity at CMRTC will not be generally considered proprietary. Non publication/non disclosure of information will only imply that the results have not yet reached a stage that merit disclosure or are awaiting IPR protection.

Considerable amount of IP generated at CMRTC results from student's work/thesis and intended for research publication. In view of this, it is important that NDA with Third party (ies) should include clause that specifies time limit for assessment of IP created and filing of IP under an activity.

At any time several faculty members, students, supporting staff and project staff may be working on different aspects of the same research area. NDA or any other agreement of collaboration must protect research and development interests and activities of CMRTC by person(s) unrelated to the agreement and avoid any restrictive clause in this regard even for a limited period.

2.3.6 COPYRIGHTS OWNED BY THIRD PARTIES

(a) Software

CMRTC expects that its faculty/students/project staff/ supporting staff/visitors to understand the obligations made to the Third party related to software and databases. It is possible that CMRTC faculty/students/staff/project staff/visitors are engaged in developing software or other IP using software, which are not in the public domain and are proprietary to certain suppliers. It is usual for CMRTC to procure such software for education and research purposes. Many such licenses may have restriction on IP creation and /or its commercial use. It is important that, if there are any restrictions in the software employed for such IP creation, the same are settled with the owner / supplier of the software, before initiating IP protection.

Software of general use shall be procured with valid license.

(b) Other copyrighted material

CMRTC and its faculty, students, supporting staff, project staff and visitors

(i) Will respect protection offered by Indian copyright law to all copyrighted material,

(ii) Would use copyrighted materials for only personal use, teaching and research purposes as permitted by Indian law, and

(iii) Would not use copyrighted material in their thesis, publications, reports and other professional documents without taking explicit prior permission of the copyright holder.

Section 3 TRANSFER AND USE OF IP

3.1 INTRODUCTION

The purpose of transfer and use of IP by CMRTC, which is an educational organization, is to meet one of its stated objectives of disseminating the knowledge, outcome of research and development for the benefit of society. CMRTC recognizes that translation of created IP to products and services of benefit to society is a complex process that normally involves considerable risk taking and expenses. The CMRTC policy on transfer and use of IP proposed here takes into account the above fact. Further, commercialization provides incentive to the inventor(s) and provides 'technology push' to the invention and couples it to the 'market pull'. Commercialization of IP is generally carried out via licensing or assignment. A licensing agreement is a partnership between an intellectual property rights owner (licensor) and another who is authorized to use such rights (licensee) in exchange for an agreed payment (fee or royalty) where as assignment of IP involves transfer of ownership irrevocably and permanently to the assignee by the assignor (www.wipo.int). Also, proprietary know how generated by CMRTC is a known form of IP, and its transfer and use is covered by this policy.

3.2 POLICY FOR IP LICENSING AND ASSIGNMENT

Licensing intellectual property to a third party is the most common modality for technology transfer leading towards commercialization. There are various modes of licensing strategy including the following:

- Exclusive licensing: The licensor licenses the IP only to one licensee. In other words the licensee is the only one authorized by the licensor to use and exploit the IP. Even the licensor is excluded from using and exploiting the IP.
- Sole licensing: In this case also, the licensor licenses to only one licensee. However, under this licensing, the licensor can also use and exploit the IP.
- Non exclusive licensing: In this type of licensing, the licensor is permitted to enter into agreements with more than one entity for use and exploitation of the IP. In other words, the same IP may be used by many licensees at the same time for the same purpose or for different purposes.
- Sub-licensing: Sub-licensing is applicable when a licensee wishes to further license the IP to another party (ies).

Given the current scope of research and development taking place at CMRTC and diversity of the IP so created, each license agreement is somewhat unique to the technology being transferred. The following guidelines are applicable to license agreement with a Third party:

- i) Generally no entity shall be granted exclusive right for the development/commercialization of intellectual property owned by CMRTC.
- ii) If an entity is granted exclusive rights with respect to a particular IP, the same should be for a limited period to obviate the possibility of misuse/no use.
- iii) Sub-licensing must be specified whether it is permitted or not, and even if permitted, whether the consent of the licensor is required or not should be clearly stated in the license agreement.
- iv) CMRTC and its inventors should be protected and indemnified from all liability arising from development and commercialization of a particular intellectual property.
- v) Wherever applicable, it should be ensured that the licensing process does not restrict the research/publication rights as well as incorporation of necessary material in the thesis of the associated student inventor(s).

vi) Will not place restriction(s) beyond the inventor(s) on CMRTC from entering into research and development in the same area independently or with other organization(s).

The license agreement may contain such other provisions as may be determined by CMRTC in the best interest of the institution.

Assignment of IP by CMRTC to another party may be carried out under the circumstances such as conditions by the government or its agencies.

3.3 SHARING OF REVENUE BETWEEN CMRTC AND INVENTOR(S)

The sub-section refers to revenue generated from monetization of IP. Protection of IP among other things is meant to provide incentive to all those associated with CMRTC with a potential for pursuing research leading to marketable product or processes and as a consequence generate revenue for CMRTC. Therefore, it is the policy of CMRTC to share the revenue from monetization of IP among stakeholders. These stakeholders besides CMRTC will include inventors, associated academic entities of CMRTC and the administrative entities engaged in IP management and commercialization.

CMRTC reserves the right to determine the share of the different stakeholders involved in IP creation and dissemination from time to time.

Revenue share of the inventor(s) shall continue even after their association with CMRTC ends. The administering entity would evolve procedure to enable this sharing.

3.4 POLICY RELATED TO THE USE OF NAME OF CMRTC AND TRADEMARKS OWNED BY CMRTC BY THIRD PARTIES

CMRTC would allow the use of its name and trademarks owned by it to the Third party (ies) to whom IP has been licensed/assigned through a signed agreement on following conditions:

- (a) IP is intended to be used for the benefit of society.
- (b) IP is licensed/ assigned with an undertaking from the licensee/assignee that IP will be used.
 - (i) In a responsible manner to create a product/process conforming to environmental safety, and good manufacturing practices promoted by the Government of India and its regulatory bodies.
 - (ii) In promoting truthful claims and information, i.e. not for misleading the society or users.

(iii) Without any liability to CMRTC in case of misuse of IP or accidental damage accruing due to use of IP.

(c) In no case IP will be used against the interest of India.

In all such cases, the licensee/assignee must take prior approval of CMRTC about the manner in which the name of CMRTC and its trademarks are to be used in any media including print and electronic media.

3.5 NONCOMPLIANCE AND CONFLICT OF INTEREST

All inventors are responsible for compliance with government rules and CMRTC's policies and ordinances related to development and use of IP generated. In all activities arising out of implementation of IPR policy of the Institute, all faculty members/inventors are expected to avoid potential and mutual conflicts of interest.

ANNEXURE I

SUGGESTED IPR ADMINISTRATIVE MECHANISM AT CMRTC

For the facilitation of IPR policy, CMRTC can entrust the role and responsibilities to various individuals and entities. This Annexure describes suggested administration mechanisms for some of the key activities.

AI.1 ADMINISTERING ENTITIES

There will be administrative entity associated with IP management and commercialization. This unit will provide specialized administrative and managerial support for the operation of sponsored research, consultancy and other related R&D activities of the Institute.

AI.2 IPR STANDING COMMITTEE (IPR SC) AND ITS ROLE

The IPR Standing Committee will be the core administrating body, which will be responsible for evolving detailed procedures to facilitate implementation of the IPR policy of CMRTC. IPR SC would also arbitrate on appeals made and any clarifications sought. The IPR SC will have the following members:

Director Chairperson (Ex-officio)

Dean (R&D)

Dean (Academics)

Chairman's nominee

HOD (of different departments) Member (Ex-officio)

Administrative Officer Member (Ex-officio)

Director's nominee (with legal background) Member Secretary

.....

IPR SC suggested role would include the following:

(a) To create expert groups (in the form of IPAC) in different subject domains for assessing and recommending proposals for IP filing. (Note: this assessment step can be skipped in case the costs of filing are borne by an external funding source including sponsored project or consultancy.)

(b) Create and finalize procedures, forms (and guidelines) for implementation of the IPR policy at CMRTC.

(c) Evolve proper procedures and guidelines for good practices for record keeping to enable efficient IP filing and protection.

(d) Create and finalize draft agreements to facilitate IP protection by CMRTC.

(e) Appoint a panel of attorneys to facilitate filing of IPs by both the Institute appointed body as well by individual faculty/staff using their project or other funding.

(f) Provide guidelines for IPR related documentation including creating infrastructure for the same.

(g) Formulate programs for educating faculty/students/supporting staff/project staff/visitors about IPR and other associated issues.

(h) Approach funding agencies, venture capitalists etc. for funds for promotion of IPR activities at CMRTC.

(i) Tie-up with organizations for filing, licensing/assigning of IPR on revenue sharing basis.

(j) To provide waivers and release of IPR to Inventor(s) and/or Third party(ies) within the framework of IPR policy of CMRTC.

(k) To evolve modalities of financing of IP related activities at CMRTC.

(l) Redress any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy.

(m) Investigate the matter of violation/infringement of any intellectual property rights related to CMRTC and make recommendations to the Director for resolution of such violation/infringement.

(n) Deal with any relevant issues arising out of promotion as well as implementation of IPR policy.

(o) Custody of all IPR related documents

(p) IPR SC may appoint committee(s) or expert group(s) with members from within and/or outside CMRTC to seek their opinion in carrying out any of the above responsibilities.

AI.4 IPR FUND

CMRTC shall examine to institute an 'IPR Fund' by accumulating part of the revenue generated from licensing/assigning and other resources to support IPR activities of CMRTC. CMRTC would also invest corpus amount every year to encourage filing and registering of IPR(s).

ANNEXURE II

NORMS FOR SHARING

Based on the income generated by licensing/assigning of IPR or on receipt of royalties associated with technology transfer / specific innovation programs shall be divided as follows:

(a) 60% (sixty percent) of the revenue will go to the Inventor(s); the share of each inventor may be decided by the Lead Inventor.

(b) 20% (twenty per cent) would go to CMRTC

(c) 10% (ten percent) to staff welfare fund and 10% (ten percent) for promotion of IPR activities.