



# **INTELLECTUAL PROPERTY RIGHTS POLICY OF INDIAN INSTITUTE OF TECHNOLOGY ROORKEE**

## **1. PREAMBLE**

In continuance of its past 150 years of service to the nation inherited from the Thomason College of Civil Engineering and University of Roorkee, the Indian Institute of Technology, Roorkee has dedicated itself in providing the technical manpower and know-how with a mission of remaining one of the leading centres of teaching, research and extension in Engineering and Technology through total commitment to excellence in every endeavour.

Intellectual property plays an important role in providing a competitive edge to an organization. The intangible assets of an organization - such as know-how, inventions, brands, designs and other creative and innovative products - are, today, often more valuable than its physical assets. Keeping this in mind, this Intellectual Property Rights Policy Document (hereinafter referred to as the Policy) of the Indian Institute of Technology (IIT), Roorkee (hereinafter referred to as the Institute) seeks to provide guidance to academic and non-academic staff, students, scholars, and outside agencies on the practices and the rules of the Institute regarding intellectual property rights (IPR) and obligations which include the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements. The policy laid down in this document is expected to fulfil the commitment of the Institute to promote academic freedom and provide a conducive environment for research and development.

## **2. PURPOSE**

Institute has formulated this Policy for the management of intellectual property right to:

- a) provide a conducive environment leading to development of intellectual property;
- b) facilitate, encourage, promote and safeguard scientific investigation and research and the freedom of the scholars involved in R&D;
- c) establish an IPR management policy and procedural guidelines for making available to the public the inventions and discoveries made in the course of research carried out in the institute;



- d) frame standards for do's and don'ts for the Institute, creators of intellectual property and their sponsors relating to inventions, discoveries and original works originating from the Institute;
- e) promote, facilitate and provide incentives to the members of the community of creators who take initiatives to transfer Institute intellectual property to the public under this Policy;
- f) enable the Institute to secure sponsored research funding at all levels of research;
- g) make the Institute a prime academic research institution pursuing the highest ideals of scholarship and teaching by dissemination of the benefits of Intellectual Property originated from the Institute to the community and society;
- h) make the creator of IPR aware of the applicable laws and rules for ensuring their compliance; and
- i) enable the Institute to make beneficial use of such developed IP for the maximum possible benefit of the creators, the Institute, and the nation at large.

### **3. OBJECTIVES**

The objectives of the Policy are as follows, namely:

- a) to promote academic freedom and safeguard in creation of intellectual property at the Institute;
- b) to provide a comprehensive single window reference system for all intellectual property rights issues relating to intellectual property generated at the Institute;
- c) to safeguard the interest of creator of intellectual property and provide fair distribution of returns accruing from the commercialisation of IPR;
- d) to help in introducing prudent IP management practices within the Institute to promote an IPR culture;
- e) to provide legal support, wherever necessary, to defend and protect the intellectual property rights obtained by the Institute against any infringement/unauthorised use;
- f) to create an environment for acquiring new knowledge through innovation and research, compatible with the educational mission of the Institute;



- g) to preserve the academic freedom to publish the research results and to make them aware that if they do decide on public release, the patent system cannot be brought into play thereafter;
- h) to ensure that once they decide to explore the prospects of commercialisation of IP, they must disclose it to the Institute, while continuing to keep the information confidential until patent applications are being processed; and
- i) to ensure the release of institute's rights relating to an IP, back to the researcher where Institute decides not to pursue the opportunity for commercialisation.

#### **4. INTELLECTUAL PROPERTY AND OWNERSHIP**

##### **4.1 Copyrights**

The Institute will not own the rights in copyrightable works such as books, articles, monographs, lectures, speeches and other communications produced by the staff in the course of research and teaching using Institute resources. Ownership of copyright of all copyrightable work shall rest with the author(s) with the following exceptions:

- i. 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.
- ii. The Institute shall be the owner of the copyright of work, including software, created by the Institute personnel with significant use of Institute resources. The Institute may demand assignment of the copyright in whole or in part depending on the degree of Institute-supported resources used in producing the copyrightable work.
- iii. The Institute shall be the owner of the copyright on all teaching materials developed by the Institute personnel as a part of any of the academic programs at the Institute. However, the authors shall have the right to use the material in her/his professional capacity. As the traditional exception, the Institute shall not claim ownership of copyright on books and publications authored by the Institute personnel.
- iv. The Institute shall be the owner of the copyright of work produced by non-Institute personnel associated with any activity of the Institute with the intellectual contribution of the Institute personnel. However, the authors shall have the right to use the material in her/his professional capacity.

The student and his/her supervisor(s) will jointly have the ownership of copyright in the thesis / dissertation / project report written by a student.



Where copyright has not been assigned to the Institute, the Institute will be entitled to a non-exclusive, non-transferable license to use the work within the Institute for non-commercial educational and research purposes, or to possess a limited number of copies for such purposes, whichever is relevant.

Any copyrightable work generated as a work for hire will belong to the Institute as per the terms of the original contract.

#### **4.2 Invention(s), Design(s), Integrated circuit layouts, and other creative work(s) :**

Invention(s) including software, design, and integrated circuit layouts created by the Institute personnel without significant use of the Institute resources and not connected with the profession for which he/she is employed at the Institute shall be owned by the creator(s).

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

The Institute shall be the owner of all invention(s) including software, design, and integrated circuit layouts, created by a team of the Institute and non-Institute personnel associated with any activity of the Institute. Non-Institute personnel, who create invention(s) including software, design, and integrated circuit layouts at the Institute without any intellectual contribution of the Institute personnel and significant use of the Institute resources, shall be the owner of such invention(s).

Except as stipulated above, the Institute shall be the owner of all invention(s) including software, design, and integrated circuit layouts, created at the Institute.

#### **4.3 Patents**

This section refers to intellectual property that is patent-able or protectable by confidentiality agreements.

- i. The Institute will not require to be assigned to it the intellectual property created by the creator(s) where there is use of usual Institute resources only.
- ii. The Institute will require to be assigned to it such intellectual property as is created by the creators through the use of Institute-supported resources. In this case, the Institute will take steps to commercialise the property through patenting or agreements. Where a patent is applied for, the creator shall agree to maintain all relevant details of intellectual property



secret and confidential until the patent application is filed. In the case of protection through confidentiality, the same information will be kept secret and confidential as long as the intellectual property has commercial value. The creator shall furnish such additional information and execute such documents from time to time as may be reasonably requested for effective protection and maintenance of proprietary rights of the Institute in the intellectual property.

- iii. The intellectual property created through sponsored research where the sponsor does not claim intellectual property rights vide section 5.12.
- iv. The creators of Institute-owned intellectual property shall retain their right to be identified as such unless they specifically waive off this right in writing.
- v. Royalty accruing or any type of payment received from the commercialisation of the Institute-owned intellectual property will be shared between the Institute and the creators vide section 5.2 (v).

#### **4.4 Trade mark(s)/ Service mark(s)**

The ownership of trademark(s)/ service mark(s) created for the Institute shall be with the Institute. In cases of all IP produced at the Institute, the Institute shall retain a non-exclusive, free, irrevocable license to copy/ use IP for teaching and research activities, consistent with the confidentiality agreement(s), if any, entered into by the Institute.

The authorities responsible on behalf of the Institute and creators have the responsibility to ensure the following:

- i. Any association with the Institute implied by third parties is accurate.
- ii. The activities with which the Institute is associated through third parties maintain standards consistent with the Institute's educational purpose.

### **5. IPR ADMINISTRATION**

This policy shall be applicable to all the Institute personnel, as well as non-Institute personnel associated with any activity of the Institute such as, but not limited to outcomes of research, consultancy or Continuing Education Programmes, and covers different classes of Intellectual Property - Patents, Designs, Trade Marks/Service marks, Copyright, Integrated Circuits Layout, Trade Secret and undisclosed Information.

#### **i. Legal status of IPR policy**

This policy shall be applicable from the date notified by the Institute. Any addition, insertion and / or deletion from the policy document, which



curtails the rights of a researcher, will not operate retrospectively. Any alterations in this policy will not take effect until the Institute Intellectual Property Committee (IIPC) takes a unanimous decision, and such changes would be effective for inventions and other research results arising out in the future.

An employee is required to observe the institute's policy on Intellectual Property Rights as may be decided by the IIPC from time to time.

## **ii. Constitution of Institute Intellectual Property Committee**

An Institute Intellectual Property Committee (IIPC) shall comprise of the Dean, Sponsored Research and Industrial Consultancy (SRIC) as Chairman, Coordinator, IPR Cell, and three additional members nominated by the Chairman of the Senate. The nominees will serve a three-year term.

IIPC shall be responsible to administer all decisive issues related to IP policy and such other relevant matters as shall be determined from time to time.

The Dean (SRIC) shall be responsible for the implementation of all the recommendations and decisions through IIPC.

## **iii. Scope of the Policy**

This policy covers all rights arising from intellectual property devised, created, or made by the staff in the course of their employment by the Institute irrespective of the eligibility of these rights for registration. The IP arising from academic research includes patents, designs, trademarks, service marks, copyright, know-how and undisclosed information.

## **5.1 Disclosure**

When the creators believe that they have generated patent-able or commercialise-able intellectual property using Institute-supported resources, they shall report it promptly in writing along with relevant documents, data and information, to the Institute through the appropriate authority using the Invention Disclosure Form of the Institute. Disclosure is a critical part of the IP protection process for claiming the inventor-ship. The information shall constitute a full and complete disclosure of the nature, particulars and other details of the intellectual property, identification of all persons who constitute the creator(s) of the property, and a statement of whether the creator believes he or she owns the right to the intellectual property disclosed, or not, with reasons. Where there are different creators of components that make up a system, the individual creators and their



contributions must be identified and treated separately. In case of the sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of the creative work is applied. By disclosure the inventor(s) shall assign the rights of the disclosed invention to the institute.

## **5.2 Confidentiality**

All Institute personnel and non-Institute personnel associated with any activity of the Institute shall treat all IP related information which has been disclosed to the IPR Cell and/or whose rights are assigned to the Institute, or whose rights rest with the Institute personnel, as confidential. Such confidentiality shall be maintained till such date as is 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. Having filled the Disclosure Form, the creator shall maintain confidentiality i.e. refrain from disclosing the details, unless authorized otherwise in writing by the Institute, until the Institute has assessed the possibility of commercialisation of the intellectual property.

Subject to the right of academic freedom the Institute staff shall not directly, except in the proper course of their duties, either during or after a period of their appointment, disclose to any third party or use for their own purposes or benefit or the purposes of any third party, any confidential information about the business of the Institute unless that information is public knowledge or he/she is required by law to disclose it.

The following guidelines should be followed when dealing with confidential information in the context of third parties such as commercial organizations:

- i. The amount of information given to prospective licensees before the signing of any confidentiality or secrecy agreement should in no case exceed or fall outside that which is set out in the Technology Profile Form for any particular intellectual property.
- ii. When a third party is interested in commercialising an item of intellectual property on offer after inspecting the relevant Technology Profile, they may apply on the prescribed form and with the deposition of the required fee for transfer of the technology. They will be required to demonstrate their capacity to commercialise the technology to the Institute's satisfaction. The Institute will then require the third party to sign contractual confidentiality or secrecy agreements undertaking to maintain the confidentiality of all information disclosed, before any further disclosure is made. The format of the Bilateral Secrecy Agreement, should be followed.
- iii. Third parties must obtain express authorization writing from the Institute to commercialise/exploit the intellectual property. Confidentiality agreements



will continue in force even if the commercialisation process is aborted at any stage. However, it is recommended that no disclosure should be made if there is any doubt as to the outcome of the commercialisation process.

- iv. If running royalties are to accrue to the Institute and the creator, the licensees must be bound by their contract to take adequate measures to protect that matter from becoming known to others through the licensee's practice, and thereby made available to others whose activities may adversely affect royalty returns.
- v. Access to areas where Institute-owned intellectual property including confidential information is made available, seen or used, and to confidential documents, records, etc. is to be limited only to those who are creators or are bound by confidentiality agreements.
- vi. Creators and/ or Institute personnel must take care not to disclose confidential details of Institute-owned intellectual property in their publications, speeches, or other communications.

### **5.3 Evaluation and Exploitation Decisions**

The authorized/ designated office/ committee of the Institute will evaluate the disclosure made by the creator on the prescribed Invention Disclosure Form and determine whether there is a good prima facie case for believing that the intellectual property has economic value and it needs IPR protection. The Institute shall communicate to the creator within 90 days from the date of disclosure, its decision whether the

- i. Institute wishes to own and commercialise the intellectual property.
- ii. Institute is unwilling to commercialise the intellectual property.
- iii. The ownership of the intellectual property is in doubt.

#### **5.3 (a) Where the Institute wishes to own and commercialise the intellectual property**

In this case, the Institute will take steps to commercialise the property through patenting or confidentiality. Where a patent is applied for, the creator shall agree to maintain all relevant details of intellectual property secret and confidential until the patent application is filed. In the case of protection through confidentiality the same information will be kept secret and confidential as long as the intellectual property has commercial value. The creator shall furnish such additional information and execute such documents from time to time as may be reasonably requested for effective protection and maintenance of proprietary rights of the Institute in the intellectual property.





### **5.3 (b) Where the Institute is unwilling to commercialise the intellectual property**

It shall merely record the fact of the creation of the intellectual property without prejudice to the rights of the creator and hold all information communicated in this regard by the creator, secret and confidential.

- The Institute will have no liability to keep the information secret and confidential if the intellectual property subsequently either comes into public domain or is commercialised otherwise.
- The Institute will be entitled to a non-exclusive, non-transferable license to use the work within the Institute for non-commercial educational and research purposes.

### **5.3 (c) Where the ownership of the intellectual property is in doubt**

In all such cases the issue of ownership shall be referred by the Institute Intellectual Property Committee to an Arbitration Committee constituted by the Board of Governors of the Institute. The Arbitration Committee must communicate its decision on the matter to the creators within one month of the referral of the issue to the Committee. The decision of the Arbitration Committee will be final and binding on the creator(s) and the Institute.

## **5.4 Commercialisation of Institute-owned IP**

### **5.4 (a) Commercialisation through licensing of rights by the institute**

All expenses for obtaining and maintaining statutory rights in Institute-owned intellectual property will be borne by the Institute. The Institute will take steps to commercialise all Institute-owned property according to the time schedule outlined below:

- Date zero: the creator discloses the nature and particulars of the intellectual property they have created to the Institute in the prescribed Disclosure Form.
- Zero plus one hundred eighty days (six months) or earlier: If the property is found to be assignable to the Institute and the Institute wishes to own the property as per section 5.3 (a), the Institute files the patent, or proceeds directly for commercialisation through confidentiality agreements with third parties, whichever is practicable.

The creator should provide all necessary data and documents for filing the patent within 15 days of the notice served by the Institute intimating its



decision to patent. Should the Institute fail to inform the creator of its decision within the said deadline, the creator, without encumbrance, will hold the rights of the intellectual property.

- Zero plus five years: the Institute reviews the situation if the intellectual property has been commercialised; the subsequent cost of maintaining statutory protection will be met through receipts from the licensee. If the property has not been commercialised, all rights and responsibilities in it will revert to stand a good chance of being commercialised within the next year, in which case the Institute opts to pay for another year of protection and retains the rights for that year.
- Zero plus six years: After the end of the sixth year, if the intellectual property is still not commercialised, all rights and responsibilities in the property will revert to the creator, subject to any contractual agreements with a sponsor, if any, and the Institute shall no more be liable to pay for statutory protection of the property.

At any time during the above process, the Institute will have the right to revert the rights in the intellectual property to the creator at a mutually agreeable date with notice of three months of its intention to do so. If the property is commercialised subsequently, the creator may be required to pay a royalty to the Institute on first slab of the net profit in a proportion 60% for the creator/inventor, 20% to the department/centre of the creator/inventor and 20% to the Institute following the procedure as mentioned in Section 2 of IPR Guidelines.

#### **5.4 (b) Commercialisation through licensing of rights by third parties**

The Institute will license at its discretion the Institute-owned intellectual property for commercialisation through third parties who may or may not be the creator through the grant of exclusive/ non-exclusive licenses, or assign its ownership rights to third parties/ creator safeguarding the interests, financial or otherwise, of the Institute.

- All such licensing agreements or assignments in particular where the third party is also the creator, would be carefully examined by the Institute to determine that no conflict of interest will occur as a result of their ratification. The third party when interested in any such transfer of rights must demonstrate technical and business capability to commercialise the intellectual property.
- The costs of transfer of interest/ right/ ownership and maintenance of rights in the Institute-owned property by way of license, assignment or otherwise devolution of rights for such purposes will be borne exclusively by the licensee, assignee, and person acquiring such rights. The Institute



may under special circumstances retain a non-exclusive royalty-free license to use the property for teaching and research.

- The assignment or license may be subject to additional terms and conditions, such as revenue sharing with the Institute or reimbursement of the cost of statutory protection, when justified by the circumstances of development of the intellectual property licensed. If the Institute finds that the third party has not taken steps to commercialise the property within one year of acceptance of the license, the Institute will be free to revoke the license.

## **5.5 Transparency of IP Administration**

The Institute will inform the creators of Intellectual Property of progress regarding filing of the patent, commercialisation and/ or disposition of the intellectual property. The Institute and the creators shall maintain complete transparency in sharing information at all stages of the process. The creators shall keep the Institute informed of updates or development of the Intellectual property, which lead to tangible effects on the property.

## **5.6 Institute's Acceptance of Independently Owned Intellectual Property**

The Institute may accept assignment of intellectual property owned by other parties provided that such assignment is found to be consistent with the public interest and the Institute's academic mission. Intellectual property so accepted shall be administered in the same manner as other institute-owned intellectual property.

## **5.7 Institute's Right to Update and Maintain Course Materials**

In all cases the author's special rights under section 57 of the Indian Copyright Act 1957 protect the creator of the original work.

### **5.7 (a) Where Institute owns the Rights**

The Institute will be at liberty to update, revise, and/ or translate (hereinafter revise) course material in which it owns the right through assignment of copyright, provided that such revision does not damage the reputation or honour of the original creator. All such revision will be treated as work for hire. The creator will retain the right to be identified as the creator of the original work, and the Institute must clearly state on the derived work and related documents that the derived work is adapted from the original work.

The question of whether the creator of the original work is to be paid a royalty, and if so how much, on receipts from the commercialisation of the derived work, shall be determined on a case-by-case basis by the Institute



Intellectual Property Committee, on the criterion of how extensively the alteration has been carried out. The following guidelines may be followed by the Institute in this matter:

- i. If the revision, etc. is significant in terms of cost and extent but not such as to drastically alter the original work, the Institute may charge the cost of revision against the royalty receipts or other fees due to the creator of the original work.
- ii. If the revision is such that the new version is almost a new work, then the creator of the original work may be offered a financial compensation package significantly lower than that specified in the original agreement.

### **5.7 (b) Where creator owns the Rights**

Regarding course materials in which the Institute has licensed rights from the creator, the Institute shall give first refusal to the creator of the original work in producing derived works including updates, translations and revisions, regardless of whether the creator continues to be employed by the Institute or not. In order to enable the Institute to contact creators for this purpose, creators would keep Dean, Sponsored Research and Industrial Consultancy (SRIC), IIT, Roorkee informed of their current address at all times. It will be the responsibility of the creator(s) to inform the Dean, SRIC of their consent or otherwise to undertake the revision proposed by the Institute within one month from the date of request by the Institute. The following cases will then apply:

- The creator of the original work is unable or unwilling to do the work required within the necessary time frame. (This time frame could be 3 months in the case of minor revision and/ or updating, 6 months for revision/ updating requiring moderate effort, and 12 months in the case of extensive changes):

The Institute will have the right to extend these deadlines as it deems fit. In such a case, the Institute must inform the creator of the original work of its intention to contract with any other party to revise, update, or translate the work to the extent necessary to maintain the usefulness and quality of the course material as an instructional offering from the Institute. In such cases, the Institute shall state the name of the reviser on the derivative work and in all documentation relating to it, and it shall be clearly stated that the work is adapted from the original work.

- The original creator is willing to do the work required within the stipulated time frame:



Since it is the duty of a copyright holder to revise and update the work from time to time, additional remuneration for such work may at best be nominal, if paid at all.

For development of Educational Course Material in electronic form the comprehensive guidelines are to be followed.

## **5.8 Statement by Creators**

The creators of intellectual property under the terms of this policy shall be required to determine and to state that to the best of their knowledge the intellectual property does not infringe on any existing copyright or other intellectual property or other legal rights of third parties.

- If any part of the work is not the original work or creation of the creators, the creators must show that the necessary permission for use has been obtained from the owner, or state their reasons for believing that such permission is not necessary as the use constitutes fair use. They will further certify that the work contains no libellous material nor material that invades the privacy of others.
- In case a third party alleges infringement of their rights by a creator and the Institute Intellectual Property Committee finds prima-facie that the creator may have made false claims, the Institute will take immediate steps to dissociate itself from the said intellectual property.
- All agreements with creators should indemnify the Institute against all damages arising out of such litigation.

## **5.9 Consulting Agreements**

Since consultancy comes to academic staff through Institute channels and is administered centrally, any intellectual property arising from consultancy should be assigned to the Institute in the interests of transparency and fair negotiation with consulting firms. The Institute will offer a first refusal option on the licensing of such intellectual property rights to the consulting firm, as with sponsored research as laid out in section 5.13. However, in recognition of the fact that a percentage of the consultant's fee is paid to the Institute, the royalty arising from commercialisation of intellectual property generated through consultancy will be distributed following the procedure as mentioned in section 2 of IPR Guidelines. The creators who are engaged in consulting work or business should not be in conflict with Institute policy or with the Institute's prior contractual commitments. Such creators should make their Institute obligations known to outside parties before they make such agreements and should provide such parties with copies of all applicable Institute policies.



## **5.10 Responsibilities of Departments**

Each department will administer Institute policy as defined herein through its Departmental Faculty Board. In particular each creator must maintain in his or her department records detailing his or her activities in generating intellectual property. Such records must be made available on demand to the Institute Intellectual Property Committee.

## **5.11 Authority of Contracts**

All Commitments, Agreements, Memoranda of Understanding, etc. relating to commercialisation or exploitation of Institute-owned intellectual property will be granted in the name of the Institute for and on behalf of the Institute by the Dean, SRIC.

### **5.11 (a) Contracts and agreements**

All agreements including but not limited to the following categories, undertaken by any Institute personnel and students need to be approved by the institute:

- i. Allegiance, Affirmation & Confidentiality Agreement
- ii. Consultation Agreement
- iii. Evaluation Agreement
- iv. Research and Development Agreement (R&DA/MOU)
- v. License Agreement
- vi. Technology Transfer Agreement
- vii. Alternative Dispute Resolution Agreement
- viii. Classified Information Non-disclosure (specific) Agreement
- ix. Materials Transfer Agreement (MTA) clause 13, Annexure-I.

Dean, SRIC shall act as the final signing authority in all the categories of agreements listed above. IPR-Cell shall facilitate the process of framing such agreements by way of providing templates and services of professional consultants.

### **5.11 (b) Obtaining IPR**

If the Institute opts to protect the creative work, it shall provide an IPR Advisor/Patent Attorney for drafting the IP application as appropriate. The institute shall pay for access to the relevant IP information databases and other associated costs. The inventor(s) shall conduct IP searches, study the present state of art and provide the necessary inputs to assist in the drafting of the IP application. The Institute shall bear all costs of drafting and filing an Indian IP application. If the institute/creator chooses to file IP applications in other countries, then it shall bear the cost of application and other associated costs. The Institute shall be free to enter into agreements with overseas institutions for protection and licensing of the IP.



## 5.12 First-refusal Option for Sponsors

Unless the Institute decides otherwise on the merits of the case, agreements governing sponsored research shall provide that all intellectual property developed as a result of the sponsored research project shall belong to the Institute.

- When the creator discloses the generation of such intellectual property to the Institute, the sponsor will receive first refusal on an option to license the resulting intellectual property on terms to be negotiated on a case-by-case basis. The sponsor has to either accept or refuse its first-refusal option within 90 days of the date of offer of the option by the Institute to the sponsor. If the Institute finds that the sponsor has not taken steps to commercialise the property within one year of acceptance of the option, the Institute will be free to revoke the license. Confidentiality agreements will continue to apply in that event.
- The Institute may, at its own discretion, contract with sponsors to allow them specific rights, whether exclusive or non-exclusive, in the intellectual property whose creation they sponsor, if in the Institute's opinion the granting of such rights will facilitate the commercialisation of the intellectual property.

In all cases the terms of licenses or assignment shall be determined through negotiation between the sponsor and the Institute once the sponsor agrees to exercise his or her licensing option. Considerations that must be taken into account are as follows, namely:

- i. the nature and application of the intellectual property;
  - ii. the relative contributions of the Institute and the sponsor to resources involved in its creation; and
  - iii. the Institute's opinion on the best way to commercialise the intellectual property.
- If the sponsor refuses to exercise his or her first-refusal licensing option, the Institute will proceed to commercialise the intellectual property in such manner as it deems fit.

## 5.13 Handling of Theses, Term Papers and Research Submitted by Students

It is a requirement in academia that the supervising teacher and the student must own the copyright of the thesis, which the student submits for the partial fulfilment of the requirements for an academic degree. However, the



supervising teacher and the student will grant a non-exclusive, non-transferable royalty free license to the Institute to use, in the course of non-commercial academic activity, the records and data generated in the course of the student's research.

Furthermore, it is possible that the research that the student carries out as part of the program of study may result in the generation of intellectual property other than the text of the thesis. Supervisors should advise the students during the course of their work that certain kinds of research may lead to the generation of intellectual property which will require protection of its commercial value through confidentiality, for which the student will have to forgo publication during the period of sealing of a patent. Care should be taken at all stages to see that no conflict of interest arises between the student's academic activities and the generation of intellectual property.

This additional intellectual property will be assigned to the Institute if :

- such property has been generated using Institute-supported resources and is commercialise-able within the scope of this document. The Institute will then have the rights in this intellectual property assigned to it as per section 5.3(a) while the copyright of the thesis in which this intellectual property is described or outlined will remain with the teacher and the student vide section 5.14 (a). The supervising teacher and the student will undertake to maintain confidentiality while the Institute will restrict access to the thesis for a limited period as per sections 5.1, 5.2 and 5.3.
- the student is employed to assist in execution of a sponsored project or program. The intellectual property rights in their contribution to that project will be governed by the terms of the contract between the student, the Institute and the sponsoring body of the project, vide clause 8(d), Annexure –I.
- the intellectual property has been generated as a work-for-hire. In all such cases the student and/or his/her supervising teacher will retain the moral right to be identified as the creator of the intellectual property as per sections 5.3.

In the case of any intellectual property generated in the course of a student's program of study, it is the duty of the students and the supervising teacher to make sure that the publication/submission of such work does not violate any confidentiality agreement.

Where the thesis of a student contains details of commercialise-able intellectual property, the Institute, the supervising teacher and the student must agree to keep the thesis, in part or whole, and all relevant documents, confidential until the process of securing statutory protection for the intellectual





property is complete. It should be noted that the submission of the thesis for examination does not violate confidentiality because the thesis remains confidential until the examination process is over.

It is to be noted that retention of the hard copy by the Institute library is essential for meeting the requirements for a degree, and the supervising teacher and the student must agree to allow the abstract of the thesis to be made available electronically, the supervising teacher and the student will have the option to refuse releasing of the full electronic text of the thesis on any network. On the Institute's part, the library has a duty to ensure that the use of the texts of thesis held by it is consonant with laws governing copyright and fair use, as well as sound academic practice.

#### **5.14 Assessment of Innovation for Protection**

To facilitate assessment, the Dean, SRIC shall form an IP Assessment Committee (IPAC) consisting of a chairperson, IPR Coordinator, and at least three additional faculty members with domain expertise or familiarity/experience in areas related to the creative work.

The creator(s) would be free to suggest names of faculty who are qualified to evaluate the creative work and who may be invited by the Dean, SRIC to be a part of the IPAC.

Institute shall have the right to consult on a confidential basis with appropriate experts in the field of IPR in question in order to assist in the assessment of innovation and its commercial potential in India and abroad.

The IPAC shall assess the disclosure in a timely manner and shall make recommendations to the Dean, SRIC about the patentability of the invention according to the provisions of sections 5.2 and 5.14 (c) of this policy. The IPAC may make one of the following recommendations:

- That the Institute shall take the responsibility of protection of the IP, in which case, the Institute will initiate appropriate processes.
- That the Institute 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.

#### **5.14 (a) Filing of IP Applications in foreign countries**

Subjected to the provisions of section 39 of the Patent Act, 1970 the Institute shall, decide on the suitability of protection of the invention in foreign



countries within six months of filing the Complete IP Application in India if no secrecy direction is received from Patent Office.

If the Institute opts not to undertake such protection in any specific country requested by the inventor(s) relating to the application where no secrecy has been imposed by the Patent Office, the Institute shall assign rights of the IP in that country to the creator(s) for the purpose of such protection.

#### **5.14 (b) Renewal of IP Rights**

A committee constituted by the Dean, SRIC, will take a decision on the annual renewal of IP rights. If the Institute 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 effect 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), the Institute shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by the institute.

#### **5.15 IP Protection and Technology Transfer**

##### **5.15 (a) Procedure of IP Protection by filling of patent through Institute**

All employees (faculty / scientists / staffs) and students desirous of filing a patent application in connection with an innovative work done by them shall follow the procedure outlined below:

- Forward a proposal prepared by the concerned investigator to Dean, SRIC, outlining their request to file a patent application. An Invention Disclosure Form (IDF) should accompany this proposal on the Intellectual property to be protected.
- The application will be processed by the office of Dean, SRIC as per the Intellectual Property Rights Policy of the Institute.
- The IP Assessment Committee (IPAC) set up by Dean SRIC will assess the application, based on a feedback from the Institute's IPR consultant.
- A report/recommendation by the IPAC will be given to Dean SRIC within 1-2 weeks following
  - i. a review of the write-up accompanying the application;
  - ii. a presentation by the applicant(s) and ensuing discussions; and
  - iii. the receipt of any additional data/inputs/clarifications the committee may seek.



If the work is recommended for patenting by the Institute, the applicant will be requested to have further discussion with the patent attorney for completing formalities for filing the application in India abroad.

Other forms of intellectual property generated during the course of research and development, such as Copyrights, design registrations, trademarks, etc. will essentially follow the same procedure as above.

### **5.15 (b) Technology transfer**

The Institute 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.

The Institute may contract the IP to Technology Management Agencies (Government/Private), which manages the commercialisation 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 the Institute is not able to commercialise the IP in a reasonable time frame, then it may reassign the rights of the IP to the creator(s) of the IP. Alternatively, if the Institute has not been able to commercialise the creative work in a reasonable time frame, the creator(s) may approach the Dean, SRIC for the assignment of rights of the invention(s) to them.



# INTELLECTUAL PROPERTY RIGHTS POLICY GUIDELINES

## INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

### 1. RECORD KEEPING PROCEDURES

It shall be the responsibility of the Heads of the Departments/Centres or persons authorized by the Institute Intellectual Property Committee (IIPC) to ascertain the facilities / resources have been used for the purpose of generation of intellectual property by a creator in a given Department. All data and details generated by a creator in the course of creation of intellectual property should be systematically recorded in the concerned department as outlined below:

- i. All laboratory records shall be entered in indelible ink in bound volumes marked PRIVATE & CONFIDENTIAL with all pages serially and permanently numbered, without mutilations or insertions.
- ii. All blank spaces between successive entries should be cancelled as if they were deletions and authenticated with the creator's initials and date.
- iii. Precise descriptions of all actions and experiments carried out should be provided. Ideas or suggestions should be headlines as such, so as to clearly differentiate them from work actually performed.
- iv. No abbreviations or terms, except where their use is standard practice in that particular discipline, should be used, unless clearly explained in a table at the front or back of the book.
- v. Crucial data or descriptions or experiments, which relate to valuable inventions or discoveries should be signed and dated by the creator, supervisor, or coordinator of the project.
- vi. Modifications, if any, should be made by drawing a line through the deleted matter and writing cancelled beside it. The corrected data (clearly marked as such) should be entered immediately below, authenticated by the creator with his / her initials and date.
- vii. Samples of new products or of products produced by a new method should be preserved, if possible, and photographed for the record. All photographs should be dated and signed by the creator on the reverse.



## 2. REVENUE SHARING

Any revenue generated by the exploitation of IPR, will be shared between the creator/inventor, his or her faculty or department/centre and Institute after deduction of agreed costs borne by the Institute on the prescribed terms and conditions.

The guideline for sharing the net earnings generated from the commercialisation of Institute-owned intellectual property will be taken in slabs as follows:

Case	Net earnings	Share (%)		
		Inventor(s)	Department/ Centre	Institute
1	For the first slab of amount "X"	60	20	20
2	For the slab of next amount "X"	50	25	25
3	For amounts more than "2X"	40	30	30

It is suggested that amount "X" be initially fixed at Rs. 100 lakhs. The creator(s) share would be declared annually and disbursement will be made to the creator(s), their legal heir, whether or not the creators are associated with the Institute at the time of disbursement.

When the Institute reassigns the rights of the IP to its creator(s) for any country, the creator(s) shall reimburse the costs incurred by the Institute for the protection, maintenance and marketing and other associated costs from the cumulative earnings from successful commercialisation in that country as under:

Case	Cumulative earnings	Inventor(s)' share	Institute's share
A	Up to twice the cost incurred by Institute for protection, marketing and other associated costs.	50%	50%
B	Beyond A	100%	0%

Co-creators of IP shall sign at the time of disclosure, a Distribution of IP Earnings Agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The inventors may at any time by mutual consent revise the Distribution of IP Earnings Agreement.

The creator's share will continue to be paid to the person or his/her nominee irrespective of whether the creator/inventor continues in the employment of the Institute or is deceased. The Institute will also honour any commitment to make payments to a member of the Institute staff as a



creator/inventor who had left the employment of the Institute prior to the exploitation of IPR.

In case there is a third party (i.e. funding agency), the respective shares of the Institute and creators will be calculated on the net receipts after deducting the third party's share. The creator may opt for his/her personal share to be retained by the Institute e.g. to support his/her research, in which case the facilities so generated will be treated as under the exception to clause 8. (a), Annexure-I. The creator's share will continue to be paid irrespective of whether the individual continues as an employee/student/scholar of the Institute.

### **3. INFRINGEMENTS, DAMAGES, LIABILITY, AND INDEMNITY INSURANCE**

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

The Institute shall also ensure that the Institute personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees. The Institute shall retain the right to engage or not in any litigation concerning patents and license infringements.

### **4. 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, SRIC taking into consideration this fact.

### **5. DISPUTE RESOLUTION**

In case of any disputes between the Institute and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Director of the Institute. Efforts shall be made to address the concerns of the aggrieved party. The Director's decision in this regard would be final and binding.

### **6. APPLICATION OF POLICY**

This policy shall be deemed a part of the conditions of employment for every employee of the Institute and a part of the conditions of enrolment and



attendance of students at the Institute, students on enrolment, and to all existing staff and students.

Further, the Institute reserves the right to amend the IPR Policy as and when such need arises/ deemed fit.

All potential creators who participate in a sponsored research project and/ or make use of Institute-sponsored resources shall abide by this policy and shall accept the principles of ownership of intellectual property as stated in this policy unless an exception is approved in writing by the Institute.

All creators of intellectual property shall execute appropriate documents required to set forth effectively the ownership and rights as specified in this policy.

## **7. RIGHT TO REGULATE POLICY**

The Institute Intellectual Property Committee shall have the responsibility for interpreting the policy, resolving disputes, the application of the policy and recommending changes to the policy from time to time to the Senate. The Senate shall consider such changes / recommendations and take such decision thereon as it deems fit. The IPR Policy may be reviewed after three years or earlier, if a major change in the same takes place at the National Level.

## **8. LEGAL JURISDICTION**

As a policy, all agreements signed by the Institute and dispute(s) arising there from, will be subject to the legal jurisdiction of the High Court of Adjudication at Nainital only and shall be governed by the appropriate laws of India.



## ANNEXURE – I

### DEFINITIONS:

1. **Academic Freedom:** The freedom of the academic staff of the Institute to conduct their own academic activities including teaching, research and development, choose their own research field, pursue self-directed research, and collaborate and communicate with others regarding their scholarly efforts in keeping with the Institute's academic mission.
2. **Intellectual Property:** It refers to creations of the mind: inventions, literary and artistic works, and symbols, names, images, and designs used in commerce. Intellectual property is divided into two categories: Industrial property, which includes inventions (patents), trademarks, industrial designs, and geographic indications of source; and Copyright, which includes literary and artistic works such as novels, poems and plays, films, musical works, artistic works such as drawings, paintings, photographs and sculptures, and architectural designs. Rights related to copyright include those of performing artists in their performances, producers of phonograms in their recordings, and broadcasters in their radio and television programmes.

#### **Intellectual property rights refers to :**

- 2(a) the monopoly protection for creative works such as writing (copyright), inventions (patents), processes (trade secrets) and identifiers (trademarks). Also known as TRIPS, or trade-related intellectual property rights.
- 2(b) the rights awarded by society to individuals or organizations over inventions, literary and artistic works; and symbols, names, images, and designs used in commerce, giving the titleholders the right to prevent others from making unauthorized use of their property for a limited period.
- 2(c) all and any patents, patent applications, trade marks, service marks, trade names, domain names, registered designs, unregistered design rights, copyrights, know how, trade secrets and rights in confidential information, URLs and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.
3. **Work for hire :** work for hire is defined for the purposes of this policy as any work commissioned by the Institute from a creator as defined by this policy for a consideration or otherwise, or from an external agency. In all such cases the ownership of the resulting intellectual property shall be assigned to the Institute in a written contract between the concerned parties.





4. **Fair use** : This is the amount of copying allowed by law so that copyright shall not be a stranglehold on the progress of human knowledge. Limited portions of a work can be copied without the rights holder(s) permission for academic and non-commercial uses, although the exact permissible percentage may have to be determined by the courts. In general, use of a small part of a work, which does not hurt the present or potential market for that work is allowed under fair use, but there are many gray areas where the law has to be decided on a case-by-case basis.

Fair use in the classroom during regular teaching is understood more liberally than that permissible in teaching for distance education through multimedia packages. This is because distance education packages are commercial products and hence permission has to be sought for the use of any intellectual property held by others, which may be quoted or reproduced in the package.

The possibility of fair use exists only in the case of copyright and does not apply to patents.

5. **Commercialise-able intellectual property**: Commercialise-able intellectual property is that intellectual property which can be transferred to a commercial organization through patent licensing or confidentiality agreements for the purpose of exploitation in the market. Such property is to be safeguarded either under patent laws or by secrecy as is relevant and practicable.
6. **Staff** : Staff are the employees engaged by the Institute for carrying out its purposes or those engaged for carrying out specific tasks like projects, consultancy, education, extension etc.
7. **Personnel** : Institute personnel includes the staff, students, trainees or similar personnel involved or associated with the creation of IP. Non-Institute personnel are those from outside the Institute but involved or engaged with the creation of a specific IP.
8. **Creator** : Creator refers to an individual or a group of individuals at the Institute, who make, conceive, reduce to practice, author, or otherwise make a substantial intellectual contribution to the creation of any intellectual property. Creator includes an inventor in the case of inventions under Patent Law, an author in the case of works falling under the Industrial Designs Law and/ or Copyright Law. In the case of intellectual property owned by the Institute as work-for-hire, the creator shall retain only the moral right to be identified as such, vide clause 3, Annexure-I. The special categories to be understood under the term creator are as follows:

8. (a) **Permanent and temporary academic staff on Institute pay roll** :  
Academic staff may create intellectual property :
  - as part of their normal Institute duties.



- through their own creative activity in the context of academic freedom.
- as work -for-hire.

These provisions will also apply to professors who hold Chairs and emeritus professors. The ownership of the intellectual property they generate will be governed by section 4.3 (c).

8. (b) **Adjunct professors, short-term visiting academic staff and researchers other than those covered by clause 8(a), Annexure-I** : Adjunct professors are not eligible for usual Institute resources and therefore all resources used by them are Institute-supported resources. They shall therefore provide an undertaking at the time of joining the Institute whereby all intellectual property generated by them using any Institute will be assigned wholly to the Institute and / or co-workers among Institute staff and students, unencumbered by any other co-share.
8. (c) **All staff other than academic staff on Institute payroll** : Such staff may participate in the generation of intellectual property :
- in the course of their normal duties.
  - as work for hire.

For such staff employed in projects, the handling of intellectual property rights so generated will be guided by the terms of the contract with the sponsor of the project.

8. (d) **Students**: The term student applies to all those registered for courses leading to a degree at the Institute and scholars enrolled in doctoral programmes. Rights in intellectual property produced by a student, whether in fulfilment of the requirements for an academic degree or not, shall belong to the student concerned, except where the conditions of section 5.13 are fulfilled.
8. (e) **Externally funded project staff** : This category includes staff appointed for externally funded project work. The handling of the rights in the intellectual property generated during the course of the project will be governed by the terms of the contract between the sponsor of the project and the Institute.
8. (f) **Institute project staff** : Intellectual property generated through Institute projects will be governed by the terms of the agreement between the Institute and the project staff.



9. **Usual Institute Resources** : Usual Institute resources mean facilities such as office space, standard laboratory facilities, library, normal access to software, computers and networks, standard secretarial services, salary and perquisites.
10. **Institute-Supported Resources**: Institute-supported resources mean special facilities and equipment, specific funding, intellectual property already owned by the Institute, requisitioning the time and labour of students and staff through Institute administrative channels, or at the Institute's instance and expense, and remission by the Institute of any or all of the normal duties of staff or students to provide time or resources for the purpose of generating intellectual property. In particular the following Institute resources will constitute Institute supported resources as contemplated by this policy.

- **Financial Resources**

10. (a) Financial support provided by the Institute over and above the regular salary perks as per employment enrolment/sponsorship contract or over and above the scholarship provided to scientists/scholars/ students/research assistants.

Exception: Honour fellowships, awards, prizes, grants, assistantships and scholarships, and facilities built up with such funds, will not constitute Institute-supported resources. Use of infrastructure developed by creators using their own funds, like their own earnings through consultancy, royalty proceeds, etc will not constitute use of Institute-supported resources.

10. (b) Funds provided by the Institute to secure, maintain and enforce right in intellectual property.
10. (c) Funds specifically provided by the Institute to the creators to scale up or reduce to practice a particular patent-able intellectual property.
10. (d) Funds provided to commercialise and/ or exploit intellectual property;
10. (e) Sponsored research grants or contracts as per the terms of the contract;
10. (f) Substantial funding by the Institute for the printing of books to be decided by the IPR Committee on a case-by-case basis.



10. (g) Exemption from fees normally charged by the Institute for any specialized facility or equipment.
- **Intellectual Property Resources**
10. (h) Pre-existing intellectual property owned by the Institute.
10. (i) Explicit use of the name, insignia, logo, or trademark of the Institute in the creation and vending of intellectual property. However, statement of affiliation by academic staff constitutes legitimate self-representation and shall be regarded as use of usual Institute resources.
11. **Institute Confidential Information:** Institute confidential information means trade secrets, technical know-how, confidential data and related information about intellectual property owned by the Institute.
12. **Trademarks and service marks:** Trademarks and service marks mean distinctive words or graphic symbols or logos or a combination thereof, identifying the Institute as associated with, or as a source of, a product ; or as a producer and/ or distributor of goods or service. The use regulated by this policy refers to the identification, statement, or display of the Institute name, insignia, logo in any way that can reasonably be interpreted as implying endorsement, approval or sponsorship by the Institute or its officials.
13. **Sponsored research:** For the purposes of this policy, sponsored research shall be taken to mean a specific research project funded by an outside agency, whether non-profit or for profit, governmental or private, national or international. The term sponsored research will not apply to funds awarded by, an external agency to a student, scholar, fellow or trainee for the support of education or research.
14. **Individual scholarships, fellowships and grants:** No individual scholarship, fellowship or training grant tenable at the Institute will contain any provision giving the awarding agency any right to intellectual property created by the recipient. Intellectual property generated by recipients of such funding will be governed by **section 4.13**.
15. **Materials Transfer Agreement (MTA):** MTAs are legally binding contracts and as such it is vital that an authorised signatory of the INSTITUTE executes the agreement properly. MTA is a contract that REGULATES the transfer of one or more materials from the owner (or authorised licensee) to a third party for internal research purposes only. Materials may include cultures, cell lines, plasmids, nucleotides, proteins, bacteria, transgenic animals, pharmaceuticals and other chemicals. MTA's can also be applicable for the transfer of materials in engineering/physical science applications.



## ANNEXURE – II

### GLOSSARY:

“Author” means faculty, students, staff or visiting faculty who has/have written or created a creative work.

“Collaborative Activity” is the research undertaken by Institute personnel in cooperation with industry and/or another researcher(s) who are not Institute personnel.

“Confidential Information” Information not in the public domain and declared confidential by parties as such in a MOU/Agreement that has been signed by the parties.

“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.

“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.

“Copyrightable Work” is a creative work that is protect-able 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.

“Creators” are persons who have produced any original work.

“Cumulative Earnings” from a patent/patent application are the total earnings to date obtained from the commercialisation of the patent/patent application.

“Design Registration” Registration of the novel non-functional features such as shape, or ornamentation of a product.

“Institute personnel” includes but is not limited to the faculty, students, staff or visiting faculty, researchers and scientists at the Institute.

“Intellectual Contribution” means original technical or artistic contributions.

“Intellectual Property” includes but is not limited to copyrights and copyrightable materials, patented and patent-able inventions, tangible research results, trademarks, service marks and trade secrets.

“IP Assessment Committee (IPAC)” is a committee formed by the Dean, SRIC, as Chairperson, decides on the issues of ownership and patentability among



others consisting of Coordinator, IPR Cell, one professional IPR consultant and at least three additional faculty members of relevant field in assessment of IP.

“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) are person(s) who produce an invention.

“Licensing” is the practice of renting the intellectual property to a third party.

“Net Earnings” Earnings resulting from the licensing or commercialisation of the IP, reduced by the outstanding actual expenses incurred in obtaining and commercialisation of the IP.

“Patent” means the exclusive right granted by law for making, using or selling an invention.

“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 Organisation (WIPO) in Geneva. It is not a patent granting system.

“Protection of Layout of Integrated Circuits” Layout scheme of Integrated circuits that are functionally important.

“Royalty” is the payment made to an inventor/author or an institution usually for legal use of a patented invention or any Intellectual Property when licensed.

“Significant Use of Institute Resources” is any usage of Institute’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.

“Software” means anything executable in a computer.

“Teaching material” means any material that aids the process of teaching.

“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.

“Trade Secret” Usually some information such as know-how of commercial or strategic value that is not disclosed to all and is used in a restricted manner.



## LIST OF IPR RELATED FORMS

The following sets of forms are prescribed for general administrative process of IPR protection.

F.No./ Page	Title	Form Code	Remarks
1/35	Intellectual Property Agreement with all academic staff of IIT Roorkee	IITR/ IPR/1	Obligations for all faculty / researchers / students / visitors to sign the document at the time of employment. <i>Action:</i> All employees (Faculty / Research Staff / Laboratory Staff).
2/36	Invention/Technology Development Disclosure	IITR/ IPR/2	Request for IPR protection and inventor's notice to Institute about invention. <i>Action:</i> Inventor
3/38	Confidentiality Agreement	IITR//IPR/3	Between IITR and outside party related to release of unpublished/ proprietary information. <i>Initiator:</i> Faculty through IPR Cell.
4/40	Patent Application Assessment	IITR/ IPR/4	For use of the IPR Committee on Patents. <i>Action :</i> IPR Cell, based on document supplied.
5/41	Authorization Certificates for IPR Protection	IITR/ IPR/5	All invention disclosures to give the authorization to the Institute for processing IPR formalities. It is requirement of IPR related offices of the Government. <i>Action:</i> Inventor /Faculty /Research Staff / Laboratory Staff.
6A/43	Application for Copyright Registration of Non-software TRP	IITR/ IPR/6A	Required by the IPR Committee on Copyright.
6B/45	Evaluation of Technical / Intellectual for Copyright Registration	IITR/ IPR/6B	Evaluation of copyrightable work / document <i>Action:</i> IPR Office
7/47	Application for Enlisting of Software etc. in Software Bank of IITR	IITR/ IPR/7	Required by IPR Committee on 'Software Bank' of IITR for assessment of the qualifications for registration in Software Bank. <i>Action:</i> Author(s)



<b>F.No./ Page</b>	<b>Title</b>	<b>Form Code</b>	<b>Remarks</b>
8/49	Authorisation to Institute by Authors for Copyright Registration	IITR/ IPR/8	For use in Copyright office to be sent by IPR Office <i>Action:</i> Author(s) to initiate
9/50	Application for Registration of Copyright	IITR/ IPR/9	Required to be sent to Copyright office along with IITR/ IPR/8 <i>Action:</i> Author(s)
10/57	Software Licence Agreement (Research / Education)	IITR/IPR/10	To be signed by the receiving institution before software is released. <i>Action:</i> IPR Office
11/60	IITR Ownership Right Waiver Application	IITR//IPR/11	Request of Inventor for Institute to waive ownership. <i>Action:</i> Inventor(s)
12/61	Copyright Agreement Contract for Commissioned Work	IITR/ IPR/12	IITR copyright ownership form for contracted work <i>Action:</i> IPR Office
13/62	Software Ownership Agreement (Students)	IITR/ IPR/13	All students are required to sign agreement <i>Action:</i> BUGS/BPGS
14/63	Non-commercial Material Transfer Agreement (MTA)	IITR/IPR/14	Undertaking of receiving institution for IIT MTA use. <i>Action:</i> IPR Office
15A/65	Provisional Patent Application form	IITR/IPR/15A	To be filled in by inventor and submitted to Patent Office directly with information to Dean SRIC
15B/66	Specifications for Provisional Patent	IITRIPR/15B	To be submitted to Patent Office along with application form (15A) <i>Action:</i> Inventor(s)
16/67	Work for Hire Agreement	IITRIPR/16	To be filled by any Work for Hire person
17/68	Handling and Archiving of Theses and Dissertations	IITRIPR/17	To be filled by student / research scholar
18/70	Mutual Secrecy Agreement	IITRIPR/18	Concerned with the researcher(s) at IIT Roorkee, the provider scientist(s), the party of the first part, and the organization.
19/73	Agreement for Development of Education Course Material in Electronic Form	IITRIPR/19	Concerned to any person producing or associated with the production of Instructional Material (IM)





INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**INTELLECTUAL PROPERTY AGREEMENT WITH ALL ACADEMIC STAFF OF  
IIT ROORKEE**

1. Name (CAPITAL LETTERS) \_\_\_\_\_  
  Surname              Middle Name          First Name

- 2. I submit that by virtue of:
  - My employment at Indian Institute of Technology Roorkee (IITR) and /or
  - My participation in research at IITR
  - Opportunities provided or to be provided by IITR which result in significant use of IITR funds and facilities, and/or
  - Opportunities to have a share in royalties and other inventor(s)/author(s) as per Intellectual Property Guidance.

I, hereby agree that:

- A. I shall promptly disclose and assign to IITR any right to all inventions, copyrightable materials, computer software, semiconductor mask patterns, 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 utilization of IITR resources or
  - (iii) is an outcome of “work-for-hire” as per IPR guidelines.
- B. I shall cooperate with IITR to obtain, protect or exploit the intellectual property through legal protection such as patent, copyright etc.
- C. I shall make available all documentation of IITR intellectual property.
- D. I shall surrender to IITR the documents related to intellectual property if I leave IITR 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 IITR

Signature \_\_\_\_\_ Witness (HOD/HOC) \_\_\_\_\_

Department/Centre \_\_\_\_\_ Signature \_\_\_\_\_

Designation \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**INVENTION/TECHNOLOGY DEVELOPMENT DISCLOSURE**

1. Title of the project / Invention  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Inventor(s) / collaborator(s) filling the patent
  - (a) Name \_\_\_\_\_ Designation \_\_\_\_\_  
Deptt. \_\_\_\_\_ Office Address \_\_\_\_\_  
Office Phone \_\_\_\_\_ E-mail \_\_\_\_\_
  - (b) Name \_\_\_\_\_ Designation \_\_\_\_\_  
Deptt. \_\_\_\_\_ Office Address \_\_\_\_\_  
Office Phone \_\_\_\_\_ E-mail \_\_\_\_\_
  - (c) Name \_\_\_\_\_ Designation \_\_\_\_\_  
Deptt. \_\_\_\_\_ Office Address \_\_\_\_\_  
Office Phone \_\_\_\_\_ E-mail \_\_\_\_\_
3. Principal Investigator \_\_\_\_\_
4. Sponsor(s) / Source of funding of the project / consultancy - with or without prior contractual agreement \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Is the work bound by any agreement / contract / MOU?
6. Is the patent (to be filed) for a process or product?
7. General area of the patent
8. Description of the invention (not more than 100 words)
  - a. The problem for which solution was researched
  - b. The invention namely the solution to the problem
9. Origin of the idea / invention: by whom and when?
10. Any help received from others in conception of the idea?
11. Date of start of the project
12. Give literature search details



- a. Journals and other publications
- b. Patent databases
13. Has the work been displayed anywhere, if yes, when?
14. First record of initial Idea / invention  
(Oral/written/conceptualisation)
15. Has the work been reported / published / presented oral or poster  
anywhere (if yes, give full description)?
16. Has any related patents been filed by the inventor?
17. Information available in the published literature (prior art) about the  
problem tackled
18. Unique features about the work done with respect to prior art
  - 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
19. Has the work been systematically and chronologically documented?
20. Commercial aspects of the invention/ technology developed
21. Any costing of the product / process / invention been done?
22. Any industries / companies interested in licensing the work
23. Is the work
  - a. Completed and results validated?
  - b. At a basic conceptualisation stage?
24. I agree to assign to Indian Institute of Technology, Roorkee my rights in  
the invention  
Inventor's Signature \_\_\_\_\_ Dated \_\_\_\_\_  
Inventor's Signature \_\_\_\_\_ Dated \_\_\_\_\_  
Inventor's Signature \_\_\_\_\_ Dated \_\_\_\_\_
25. Invention disclosed and evaluated by  
\*Signature \_\_\_\_\_ Dated \_\_\_\_\_
26. Enclosure (signed) – Preliminary details of disclosure  
\* PI, if PI is not an inventor.  
Head of Department/Centre: \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Dean, SRIC: \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_





(ii) the contents are demonstrated to be in possession if \_\_\_\_\_ or its subsidiaries from other sources prior to the disclosure.

(iii) The content appears in the public domain by publication or otherwise.

(e) The obligation of confidentiality on the part of \_\_\_\_\_ will be in force for \_\_\_\_\_ unless the period is extended subsequently.

(f) It is also implied that the disclosure does not grant the right to exploit the content or to use the patent or other intellectual property right.

Name \_\_\_\_\_ Name \_\_\_\_\_  
(Authorised representative) (Authorised representative)

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Dated \_\_\_\_\_ Dated \_\_\_\_\_  
d m y d m y

Indian Institute of Technology Roorkee \_\_\_\_\_  
(Name of receiving Institute)

Seal

Seal



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**PATENT APPLICATION ASSESSMENT**

<b>Revenue Potential</b>	<b>Assessment</b>	<b>+, 0, –</b>
Identification of commercial application	<ul style="list-style-type: none"> <li>- First use</li> <li>- Follow up scope</li> <li>- Nature of application</li> <li>- 'Hot List' from market view point</li> </ul>	
Level of Composition	<ul style="list-style-type: none"> <li>- Alternative technology</li> <li>- Information on available patents</li> <li>- Related information available in published literature</li> </ul>	
Level of Potential Royalties	<ul style="list-style-type: none"> <li>- Nature of licence</li> <li>- Projected product sale</li> <li>- Royalty rate</li> </ul>	
Enforceability of License/Patent	<ul style="list-style-type: none"> <li>- Visibility and detect-ability of infringement</li> <li>- Distinguish-ability from alternative approaches</li> </ul>	
Track record of Inventor	<ul style="list-style-type: none"> <li>- Previous record</li> <li>- Standing in academia</li> </ul>	
Promoters	<ul style="list-style-type: none"> <li>- Industry</li> <li>- Researchers/Scientists</li> <li>- Users</li> </ul>	
Rating of the Discipline as viewed by	<ul style="list-style-type: none"> <li>- Government</li> <li>- Financial sector</li> <li>- Industry</li> </ul>	
Background information	<ul style="list-style-type: none"> <li>- Add on invention/innovation</li> <li>- Availability of market users</li> <li>- Availability of manufacturing process</li> </ul>	
Status of Development	<ul style="list-style-type: none"> <li>- Prototype</li> <li>- Validated concept</li> <li>- Analytical/simulation support</li> <li>- Conceptual</li> </ul>	
Linkage available	<ul style="list-style-type: none"> <li>- Industry</li> <li>- Academic institution</li> <li>- R &amp; D organisation</li> </ul>	

(-) (0-10,000) (0) (10,000 – 100,000) (+) (> 100,000)



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**AUTHORISATION CERTIFICATES TO IITR/COLLABORATIVE  
ORGANISATIONS BY AUTHORS (EMPLOYEE) FOR IPR PROTECTION**

We/I (i) \_\_\_\_\_  
(ii) \_\_\_\_\_  
(iii) \_\_\_\_\_  
(iv) \_\_\_\_\_

of (i) (Institute / Organisation's name):  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
City \_\_\_\_\_  
Pin Code \_\_\_\_\_  
State \_\_\_\_\_

(ii) (Institute / Organisation's name):  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
City \_\_\_\_\_  
Pin Code \_\_\_\_\_  
State \_\_\_\_\_

Have developed software/scientific work/artistic work/mask work entitled  
" \_\_\_\_\_"  
\_\_\_\_\_

The software / scientific work / artistic work has been developed by us during the course of our / my employment with IITR, as a part of our duty and the work has made use of significant resources and duty time.



As per our / my terms and conditions of appointment of our employer / Institutes / organizations mentioned above we/I assign the ownership of the submitted work to our / my employer organizations.

We/I hereby authorize \_\_\_\_\_  
and \_\_\_\_\_ to process registration  
of copyright under the Indian Copyright Act, 1957.

**Authors:**

- |   |   |
|---|---|
| <p>1. a. Name<br/>b. Signature<br/>c. Date<br/>d. Name of employer<br/>Organisation</p> | <p>2. a. Name<br/>b. Signature<br/>c. Date<br/>d. Name of Employer<br/>Organisation</p> |
| <p>3. a. Name<br/>b. Signature<br/>c. Date<br/>d. Name of employer<br/>Organisation</p> | <p>4. a. Name<br/>b. Signature<br/>c. Date<br/>d. Name of Employer<br/>Organisation</p> |

Endorsement of authorized officer of the organizations for processing of registration of copyright.

Name_____	Name _____
Designation_____	Designation _____
Seal _____	Seal_____
Date_____	Date _____





INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**APPLICATION FOR COPYRIGHT REGISTRATION OF IN-HOUSE  
DEVELOPED TECHNICAL/PROFESSIONAL/SCIENTIFIC/ARTISTIC WORK**

**Copyrightable Material Disclosure  
(Non-Software)**

1. Author's name :
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
2. Deptt/Centre/Unit :
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
3. Title of Document/Work:  
\_\_\_\_\_  
\_\_\_\_\_
4. Brief description about the nature of document (approx. 150 words)  
(To be annexed)  

TICK AS APPROPRIATE

a. Review	b. Research/Development work report
b. Design report	d. Survey                      e. Class note
f. Pre-publication report	g. Any other
5. Claims of originality (approx. 150 words)
  - a.
  - b.
  - c.
6. Any similar report/document available to the knowledge of authors:  
\_\_\_\_\_



7. Does the Document/Work belong to the category of:
- a. Sponsored Research, if yes: Project Title: \_\_\_\_\_  
Project code: \_\_\_\_\_
- b. Ph.D. Thesis [ ]
- c. UG/PG Thesis [ ]
- d. Individual work [ ]
- e. Collaborative work between organisations [ ]
- f. Class Notes/Teaching Material [ ]
8. Does the document use non-obvious diagrams from other's work and, if so, if permission has been taken for reproducing in the document?
- Yes [ ] No [ ]

Signature \_\_\_\_\_

Date \_\_\_\_\_



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**EVALUATION OF TECHNICAL / INTELLECTUAL WORK FOR  
COPYRIGHT REGISTRATION**

1. a. Name of the PI/author/supervisor: \_\_\_\_\_  
b. Co-author(s): (i) \_\_\_\_\_  
(ii) \_\_\_\_\_  
(iii) \_\_\_\_\_  
(iv) \_\_\_\_\_
2. Designation/Status (Faculty/Student/Research staff):  
a. PI/author/supervisor: \_\_\_\_\_  
b. Co-author: \_\_\_\_\_
3. Department / centre:  
a. PI/author: \_\_\_\_\_  
b. Co-author: \_\_\_\_\_
4. Background of creative work:  
a. Technical report for sponsored project.  
b. Research report as a part of students project.  
c. Research report/creative work on individual initiative.  
d. M. Tech. / B. Tech. Ph.D. thesis.
5. Claims on originality:  
a. Similar Report /work does not exist [ ]  
b. Contains hitherto unpublished work [ ]  
c. Classroom teaching material/problems of original nature [ ]
6. Certificate:  
a. The work has originality of presentation to the best of knowledge of the author.  
b. The work does not violate copyright of others and permission has been obtained for materials reproduced, if any.  
c. A soft-bound copy is available for placing in library through IPR office after copyright is registered.



7. Signature of authors: (i) \_\_\_\_\_  
(ii) \_\_\_\_\_  
(iii) \_\_\_\_\_  
(iv) \_\_\_\_\_  
(v) \_\_\_\_\_

8. Date: \_\_\_\_\_  
                  d                  m                  y

For IPR Office Use

1. Date of receipt of IPR Office: \_\_\_\_\_
2. IPR Code No.: \_\_\_\_\_  
(To be conveyed to author/PI)
3. Constitution of committee:
- a. Chairman \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
4. Recommendation/Observation of the Committee for registration purpose only.
- a. Approved [    ]
- b. Revision suggested [    ]
- c. Rejected [    ]
5. Document processed for registration    Date \_\_\_\_\_
6. Registration formalised    Date \_\_\_\_\_
7. Notification to authors    Date \_\_\_\_\_
8. Copy sent to library    Date \_\_\_\_\_



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**APPLICATION FOR ENLISTING OF IN-HOUSE DEVELOPED  
SOFTWARE/COMPUTER PROGRAM IN THE  
'SOFTWARE BANK' OF IIT ROORKEE**

1. Author(s) Name:   a. \_\_\_\_\_  
                              b. \_\_\_\_\_  
                              c. \_\_\_\_\_  
                              d. \_\_\_\_\_
  
2. Deptt./Centre     a. \_\_\_\_\_  
                              b. \_\_\_\_\_  
                              c. \_\_\_\_\_  
                              d. \_\_\_\_\_
  
3. Software/Computer Program Title:  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Give (in 150 words approx) an introduction to the program?
  
5. What is unique about the package? (in 150 words)
  
6. What is the application area/advantage of the package? (in 50-70 words approx.)
  
7. Who are the likely users of the package?
  
8. What other packages/ approaches compete with this package?



9. How big is the code?
  - a. Lines of code:
  - b. Language, system developed on:
  - c. Man years of research:
  - d. Man years of development
  
10. Has the package been developed as a part of:
  - a. Sponsored Project
  - b. Ph.D./PG/UG Thesis
  - c. Individual
  - d. Collaborative ResearchIf yes, give specific information (25 words)
  
11. Does the software use other packages? If yes, give detail.
  
12. Status of validation.
  
13. Sample application illustration. (To be appended)
  
14. Authors' recommendations on category of registration.
  - a. Proprietary
  - b. Public domain
  - c. Limited circulation
  
15. List of possible users: (Please attach list with the following details)
  - a. Contact Person
  - b. Name of organisation
  - c. Department



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**AUTHORISATION TO INSTITUTE (EMPLOYER) BY AUTHORS  
(EMPLOYEES) FOR “COPYRIGHTING REGISTRATION”  
(INSTITUTE OWNED WORK)**

1. We/I	(i)	_____
	(ii)	_____
	(iii)	_____
	(iv)	_____
of Deptt./Centre	(i)	_____
	(ii)	_____
	(iii)	_____
	(iv)	_____

Indian Institute of Technology Roorkee (IITR), Roorkee–247 667 have developed a software/scientific work/literary work/Video work/mask work entitled

“ \_\_\_\_\_ ”.

This software/scientific work/literary work/video work/mask work has been developed by us during the course of our employment with IITR and the work has been done as a part of our duty. We hereby do not claim ownership of this work as per the terms and conditions of our appointment in IITR. IITR is assigned the ownership of the said software and we have no objection in IITR obtaining a copyright for the said software under the Indian Copyright Act, 1957.

**Authors:**

1.	a. Name	_____
	b. Signature	_____
	c. Date	_____
2.	a. Name	_____
	b. Signature	_____
	c. Date	_____
3.	a. Name	_____
	b. Signature	_____
	c. Date	_____
4.	a. Name	_____
	b. Signature	_____
	c. Date	_____



IITR/ IPR/9

INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**APPLICATION FOR REGISTRATION OF COPYRIGHT**

To,

The Registrar of Copyright  
Copyright Office  
New Delhi

In Reply Quote Reference  
No.  
Date

Sir,

In accordance with Section 45 of the Copyright Act, 1957 (14 of 1957), we hereby apply for registration of copyright and request that entries may be made in the Register of Copyrights as in the enclosed Statement of Particulars sent herewith in triplicate.

We also send herewith duly completed the Statement of Further Particulars relating to the work (Literary work – Computer software).

- In accordance with Rule 16 of the Copyright Rules, 1958, I have sent by prepaid registration post copies of this letter and of the enclosed statement(s) to the other parties concerned, as shown below:

Name and Address of the parties (1)	Date of despatch (2)
Not applicable	Not applicable

- The prescribed fee has been paid, as per details below:

IPO No. \_\_\_\_\_ Dt. \_\_\_\_\_

For Rs. \_\_\_\_\_ (infig.) \_\_\_\_\_ (in words)

- Communication on this subject may be addressed to:

Dean, Sponsored Research and Industrial Consultancy  
Indian Institute of Technology  
Roorkee – 247 667

- I/We hereby declare that to the best of my knowledge and belief, no person, other than to whom a notice has been sent as per paragraph 2 above has any claim or interest or dispute to my copyright of this work or to its use by me.





6. I/We hereby verify that the particulars given in this Form and in the Statement of Particulars and Statement of Further Particulars are true to the best of my/our knowledge, belief and information and nothing has been concealed there from.

Place: New Delhi

Date:

Yours faithfully

Name: \_\_\_\_\_

Designation: DIRD / Instt. Nominee

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*List of Enclosures:*

1. Statement of Particulars  
(in triplicate)
2. Statement of Further Particulars  
(in triplicate)
3. Declaration of Assignment of Rights  
(in triplicate)
4. Manuscript (in duplicate)
5. IPO for Rs. \_\_\_\_\_



## STATEMENT OF PARTICULARS

(To be sent in triplicate)

1. Registration Number :  
(in the Register of Copyrights)
2. Name, address and : a. Indian Institute of Technology  
nationality of the applicant Roorkee  
b.
3. Nature of the applicant's :  
interest in the copyright of  
the work
4. Class and description of the : a. Computer software program  
work b. Technical document  
c. Artistic work  
d. Video work  
e. Mask work
5. Title of the work :  
\_\_\_\_\_  
\_\_\_\_\_
6. Language of the work : \_\_\_\_\_
7. Name, address and : \_\_\_\_\_  
nationality of the author and  
if the author is deceased, the  
date of his decease
8. Whether the work is : Unpublished/Published (Please tick)  
published or unpublished?
9. Year and country of first : \_\_\_\_\_  
publication and name,  
address and nationality of the  
publisher  
\_\_\_\_\_  
\_\_\_\_\_
10. Years and countries of : \_\_\_\_\_  
subsequent publications, if  
any, and names, addresses  
and nationalities of the  
publishers  
\_\_\_\_\_  
\_\_\_\_\_



11. Names, addresses and nationalities of the owners of the various rights comprising the copyright in the work and the extent of rights held by each, together with particulars of assignments and licenses, if any :
- a. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- b. \_\_\_\_\_  
\_\_\_\_\_
12. Names, addresses and nationalities of other persons, if any, authorised to assign or license the rights comprising the copyrights :
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
13. If the work is an Artistic work the location of the original work, including name, address and nationality of the person in possession of the work. (In case of an architectural work the year of completion of the work should also be shown)
- 13A. If the work is an Artistic work which is used or is capable of being used in relation to any goods, the application shall include a certificate from the Registrar of Trade Mark in terms of the proviso to sub-section (i) of section 45 of copyright Act, 1957.
14. Remarks, if any

Place: Roorkee

Date:



Authorised Offices of the Institute(s)

(i) Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Office Seal

(ii) Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Office Seal

(iii) Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Office Seal

(iv) Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Office Seal



## STATEMENT OF FURTHER PARTICULARS

(To be sent in triplicate)

1. Is the work to be registered as
  - a. an original work? : Yes [ ] No [ ]
  - b. a translation of a work in the public domain? : Yes [ ] No [ ]
  - c. a translation of a work in which Copyright subsists? : Yes [ ] No [ ]
  - d. an adoption of a work in the public domain? : Yes [ ] No [ ]
  - e. an adoption of a work in which copyright subsists? : Yes [ ] No [ ]
  
2. If the work is a translation or adoption of a work in which Copyright subsists:
  - a. Title of the original work :
  - b. Language of the original work :
  - c. Name, address and nationality of the author of the original work and if the author is deceased, the date of his decease
  - d. Name, address and nationality of the publisher, if any of the original work :
  - e. Particulars of the authorization for a translation or adoption including the name and address and nationality of the party authorising :
  
3. Remarks, if any

Place:

Date:



1. Name of Authority: \_\_\_\_\_  
Signature of Authority: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Institution: \_\_\_\_\_  
Date: \_\_\_\_\_
  
2. Name of Authority: \_\_\_\_\_  
Signature of Authority: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Institution: \_\_\_\_\_  
Date: \_\_\_\_\_



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**SOFTWARE LICENCE AGREEMENT  
(RESEARCH/EDUCATIONAL)**

The agreement is entered on \_\_\_\_\_ (day) \_\_\_\_\_ (month), 20 \_\_\_\_\_ (year) between INDIAN INSTITUTE OF TECHNOLOGY ROORKEE (Address: Roorkee – 247 667, INDIA) (hereafter referred to as “LICENSOR”) and \_\_\_\_\_ (Address: \_\_\_\_\_) (hereafter referred to as “LICENSEE”).

It is understood that

WHEREAS IITR (Licensor) owns certain right, title and interest in the computer program entitled “\_\_\_\_\_” and relevant documentation (if any), as per IITR Code No. (hereafter referred to as PROGRAM).

WHEREAS, IITR is pleased to release the program for utilisation for promoting research and education.

WHEREAS, Licensee desires to procure the Program on non-exclusive basis and has paid the licence fees agreeing to the terms and conditions set down below.

WHEREAS, Licensor agrees to grant the necessary licence for promoting and fostering research and education in the public interest.

WHEREAS, Licensor, nevertheless retains all rights of ownership and intellectual property rights of the Program such as patent copyright and other licensing rights as deemed fit from time to time.

WHEREAS, Licensor, declares that no other licence, implicit or explicit, is transferred to the Licensee for any other purpose than mentioned herein.

NOW, the Licensor and Licensee, mutually agree to the following terms:



## 1. Licence

- (a) IITR agrees for granting non-exclusive licence to use the Program for research and education. The Licensee is not entitled for any right to distribute the Program to third party and shall use the Program on the following location:

Location \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (b) Licensee agree that the Program shall not be used for commercial purposes and the program will not be coded in another computer language or adapted to deny IITR the rights owned by it.
- (c) Licensor reserves the right to inspect Licensee's use of the programme to ascertain compliance of Licensee to the agreement
- (d) Licensee will obtain permission from IITR for using the Program in conjunction with commercially funded research so that IITR can consider approval of such use for the enhancement of research and educational objective.

## 2. License Fees

Licensee \_\_\_\_\_ concerns to pay to IITR a fee of \_\_\_\_\_ as the sole amount mostly as media and other handling overhead costs for making the Computer Programme available.

## 3. Licensee's Display Obligation and Licensor's Post-Delivery Commitments

- 3.1** The Licensee will display in all copies of the Programme or its parts the Licensor's claim of the copyright in the following title:

"COPYRIGHT 20\_\_\_\_\_, INDIAN INSTITUTE OF TECHNOLOGY, ALL RIGHTS RESERVED" or "IITR, 20 \_\_\_\_\_ ALL RIGHTS RESERVED".

- 3.2** Licensee will be given the PROGRAMME on 'AS IS' basis and it is not obligatory for Licensor to provide maintenance, updates or clarifications debugging.

- 3.3** Indemnity: Licensor declares that the Program is in evolutionary research phase and does not guarantee error or bug free code.





**3.4** Licensor will not be subject to any responsibility for the results related to design/product etc. and no staff/faculty associated will be liable to ascertain ability for any damages directly or indirectly caused by the use of the Programme.

**4.** On return of the form in duplicate duly signed by the authorised person on behalf of the receiving Institute and advanced payment by cheque, the software, along with user manual, if any, will be dispatched\*. The cheque is to be addressed to:

---

(Sponsored Research and Industrial Consultancy Account)  
Indian Institute of Technology Roorkee  
ROORKEE – 247 667 (India)

**5.**

**a.** Name of authorised person of the receiving institution (in Block Letters)

---

---

Signature

---

Date

---

Seal

---

**b.** Name of authorised person of the receiving institution (in Block Letters)

---

---

Signature

---

Date

---

Seal

---

**Note:** One copy of the agreement will be made available to the receiving organisation.



IITR/IPR/11

INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**IITR OWNERSHIP RIGHT WAIVER APPLICATION**

I request that:

IITR claims no right on the technology/manuscript described below in the present form as I declare that I have developed the above outside the purview of sponsored project and with insignificant use of IITR facilities

(ii) IITR waives its ownership right in technology/manuscript described below:

Title: \_\_\_\_\_  
\_\_\_\_\_

Nature of work:

Software [    ]    Invention [    ]    Thesis [    ]  
Mask work [    ]    Other tangible materials [    ]

Description: \_\_\_\_\_

Department/Centre: \_\_\_\_\_

Sponsorship (if any): \_\_\_\_\_

IITR facilities/equipment utilized: \_\_\_\_\_

IITR funds utilized: \_\_\_\_\_

In case of thesis, whether any part formed a report of sponsored research contact:  
\_\_\_\_\_

Potential use of technology: \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Approved by HOD/HOC

Address \_\_\_\_\_



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**COPYRIGHT AGREEMENT CONTRACT FOR COMMISSIONED WORK**

Indian Institute of Technology Roorkee is pleased to assign the work described below to:

- A. Name of organisation: \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- B. Job description: As per enclosure
- C. Job contract \_\_\_\_\_  
Reference: \_\_\_\_\_

As per the Intellectual Property Right Policy of the Institute, it is undertaken by the organisation receiving the job assignment that the Intellectual Property Right (Patent/Copyright) will rest with the Institute.

- [     ]     Agreed  
[     ]     Agreed with any special clause (Enclosure) to be mutually agreed

Signature : \_\_\_\_\_

Name of authorised person of  
the Institute executing work \_\_\_\_\_

Seal:

Date: \_\_\_\_\_



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**SOFTWARE OWNERSHIP/CONTROL AGREEMENT (STUDENT)**

1. I understand that I am entitled for all rights for inventions related to computer software developed by me independently and implemented except when:
  - a. I have been paid for the work during the development of the said software:
  - b. the work related to sponsored/consultancy work where Institute has obligations to the sponsor;
  - c. the work relates to the research program of faculty member of the Institute.
2. I further understand that I am not entitled for ownership of the software/program related to or used in educational program (course work, assignments, theses, etc.) even though the educational program formed partly/fully an assignment to me.
3. I undertake to assign to the Institute the ownership of computer software and execute necessary formalities as and when needed if the software formed part of 1a, b, c, and course work/assignment.
4. I understand that in case of my association in 1a, b, c, I shall be entitled for sharing of any income to be decided by appropriate authority as per norms laid down by the Institute from time to time.
5. I also undertake to inform IITR about any commercial exploitation of software developed and owned by me during my studentship at IIT Roorkee.
6. My concurrence to the assignment of category is based on professional objectivity and consensers with supervisor and is not imposed.

Name: \_\_\_\_\_

Roll No.: \_\_\_\_\_

Department/Centre: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_



IITR/IPR/14

INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**NON-COMMERCIAL MATERIAL TRANSFER AGREEMENT (MTA)**

In response to your request for \_\_\_\_\_

\_\_\_\_\_ it is to inform you that IITR agrees to provide you with the material requested for your use only for the purpose of research and education. It is understood that the material is transferred strictly for non-commercial purpose. The following conditions will be met while receiving the material:

1. The present agreement covers \_\_\_\_\_ derivatives and associated documents, if any.
2. The material is exclusively meant for your use and for associates working directly under/with you. The material will not be transferred or distributed to any other person.
3. The material is provided to you without any undertaking on the part of IITR related to loss, risk, safety and related consequence.
4. Any research resulting out of the use of material provided to you under the MTA will record due acknowledgement of IITR.
5. It is also converted that by virtue of making the material available IITR is not bound to grant any other property right or licence to the receiver.
6. IITR holds the right to recall the material or request for destroying if it is necessary.

In case above conditions are acceptable to you, please send the agreement signed by authorised representative of your Institute and return it to the following address.

**Subject:** IPR transfer

**Office:** Dean, Sponsored Research Industrial Consultancy  
Indian Institute of Technology Roorkee  
Roorkee – 247 667 (India)

The material requested will be sent at the earliest after the receipt of the agreement.

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date: \_\_\_\_\_



Requesting / Reviewing Institution:

The terms and condition agreed.

1. Name  
Signature  
Date
2. Name of the authorised representative  
Signature  
Date



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**PROVISIONAL PATENT APPLICATION FORM**

(To be filled by Faculty/Research/Project Staff with information to IPR)

**The Patents Act, 1970  
APPLICATION FOR PATENT**

1. We, \_\_\_\_\_ and \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Nationality: \_\_\_\_\_  
hereby declare

2. (i) that we are in possession of an invention for:

\_\_\_\_\_

(ii) that we the said \_\_\_\_\_ and \_\_\_\_\_  
claim to be true inventors thereof;

(iii) that the provisional specification filled with this application is and  
any amended specification which may hereafter be filled in this  
behalf will be, true of the invention to which this application relates;

(iv) that we believe that we are entitled to a patent for the said invention  
having regard to the provisions of Patents Act, 1970;

(v) that to the best of our knowledge, information and belief, the facts  
and matters stated herein are correct and that there is no lawful  
ground of objection to the grant of Patent to us on this application.

We request that a patent may be granted to us for the said invention.

We request that all notices, requisitions and communications relating to this  
application may be sent to:

Dated this

Signature(s) \_\_\_\_\_

To

\_\_\_\_\_

The Controller of Patents,  
The Patents Office



IITR/IPR/15B

INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**SPECIFICATIONS FOR PROVISIONAL PATENT**

**Patents Act, 1970  
PROVISIONAL SPECIFICATIONS**

1. Title : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Inventors:

(i) Name: \_\_\_\_\_

Address: \_\_\_\_\_

(ii) Name: \_\_\_\_\_

Address: \_\_\_\_\_

(iii) Name: \_\_\_\_\_

Address: \_\_\_\_\_

3. Abstract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature(s) \_\_\_\_\_ and \_\_\_\_\_





INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**WORK FOR HIRE AGREEMENT**

I, the undersigned, \_\_\_\_\_ 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 Roorkee, herein after referred to as Institute with address at Indian Institute of Technology, Roorkee, Roorkee – 247 667, India and that IIT Roorkee 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 hereby acknowledged and in accordance with the above entitlement of Institute of 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 patent-able invention /technology innovation / trademarks developed by myself, and others I 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:

Work – for hire agreement tenable Department/ Centre :

In the project :



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**HANDLING AND ARCHIVING OF THESES AND DISSERTATIONS (HATD)**

Submitted to the  
Indian Institute of Technology, Roorkee  
Declaration by the Author of the Thesis or Dissertation

I, Sri / Smt. / Kum \_\_\_\_\_  
Enrolment No. \_\_\_\_\_ registered as a Research Scholar or a  
student of programs such as B.Tech. / B.Arch / M.Sc. / M.Phil. / P.G.Dip. /  
M.Tech. / M.Arch. / M.U.R.P. / MCA / MBA / Ph.D. / \_\_\_\_\_ (tick whichever  
is applicable) in the Department / Centre of \_\_\_\_\_ Indian  
Institute of Technology, Roorkee, India (hereinafter referred to as the 'Institute')  
do hereby submit my thesis, title: \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as 'my thesis') in a printed as well as in an electronic  
version for holding in the library of record of the Institute.

I hereby declare that:

1. The electronic version of my thesis submitted herewith on CDROM is in \_\_\_\_\_ format. (mention whether PostScript or PDF)
2. My thesis is my original work of which the copyright vests in me and my thesis does not infringe or violate the rights of anyone else.
3. The contents of the electronic version of my thesis submitted herewith are the same as that submitted as final hard copy of my thesis after my viva voce and adjudication of my thesis on \_\_\_\_\_ (date).
4. I agree to abide by the terms and conditions of the Institute Policy on Intellectual Property (hereinafter Policy) currently in effect, as approved by the competent authority of the Institute.
5. I agree to allow the Institute to make available the abstract of my thesis in both hard copy (printed) and electronic form.
6. For the Institute's own, non commercial, academic use I grant to the Institute the non-exclusive license to make limited copies of my thesis in whole or in part and to loan such copies at the Institute's discretion to academic persons and bodies approved of from time to time by the Institute for non – commercial academic use. All usage under this clause will be governed by the relevant fair use provisions in the Policy and by the Indian Copyright Act in force at the time of submission of the thesis.
7. Furthermore (strike out whichever is not applicable)



- (a) I agree / do not agree to allow the Institute to place such copies of the electronic version of my thesis on the private Intranet maintained by the Institute for its own academic community.
- (b) I agree/ do not agree to allow the Institute to publish such copies of the electronic version of my thesis on a public access website of the Internet should it so desire.
8. That in keeping with the said Policy of the Institute I agree to assign to the Institute (or its Designee/s) according to the following categories all rights in inventions, discoveries or rights of patent and / or similar property rights derived from my thesis wherever my thesis has been completed (tick whichever relevant):
  - (a) With use of Institute – supported resources as defined by the Policy and revisions thereof.
  - (b) With support, in part or whole, from a sponsored project or program, vide clause 6(m) of the Policy.  
I further recognize that:
    - (c) All rights in intellectual property described in my thesis where my work does not qualify under sub-clause 8(a) and / or 8(b) remain with me.
9. The Institute will evaluate my thesis under clause 6(b1) of the Policy. If intellectual property described in my thesis qualifies under clause 6(b1) (ii) as Institute-owned intellectual property, the Institute will proceed for commercialisation of the property under clause 6(b4) of the Policy. I agree to maintain confidentiality as per clause 6(b4) of the Policy.
10. If the Institute does not wish to file a patent based on my thesis, and it is my opinion that my thesis describes patent-able intellectual property to which I wish to restrict access, I agree to notify the Institute to that effect. In such a case no part of my thesis may be disclosed by the Institute to any person(s) without my written authorization for one year after the date of submission of the thesis or the period necessary for sealing the patent, whichever is earlier.

Name of student:

Name of supervisor:

Signature of student:

Signature of supervisor:

1.

2.

Signature of the Head of the Department / Centre



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**MUTUAL SECRECY AGREEMENT**

This agreement is between Indian Institute of Technology, Roorkee, the provider organization, herein after referred to as IIT Roorkee, the researcher(s) at IIT Roorkee, the provider scientist(s), the party of the first part, and the organization:

\_\_\_\_\_

the party of the second part.

1. Whereas the provider scientist(s) and/or IIT Roorkee, the first part, are owners of the invention called \_\_\_\_\_ (description) and / or owners of certain technical data / process technology / other information, herein after referred to as proprietary information, developed through their own efforts.
2. Whereas the organization \_\_\_\_\_(name) is the owner of certain technical data / information / technology, herein after referred to as proprietary information, developed if any, through its own business and R & D efforts.
3. Whereas the invention and / or the proprietary information of the provider scientist(s), IIT Roorkee and \_\_\_\_\_ (organization) is not public knowledge, is proprietary and confidential and will be disclosed to one another under the terms of this agreement.
4. Whereas the parties to this agreement consider it desirable for each other to have access to above invention / proprietary information for discussing and evaluating possible collaborative research and development work and / or licensing activities relating thereto.

Therefore the parties agree to confidentiality clauses as follows:

I

All invention / proprietary information as used in this Agreement provided by one party to another is proprietary and confidential in connection with evaluation of invention and / or proprietary information for collaborative R & D and / or licensing work and which:

- (a) Are disclosed in writing clearly marked confidential OR
- (b) Arise out of discussions during visits to laboratory / plants or any other facilities of either party, and are reduced to writing within 30 days of such discussion. The date and time of the visit and the personnel present during the visit should be recorded in writing by both the parties.



## **II**

All parties agree to hold in confidence any or all invention / proprietary information disclosed and further agree not to disclose the same to third parties or use it for any other purpose other than discussion and internal evaluation provided for in this document. However, either party may disclose the invention / information / technical data / technology to its own employees assisting that party in making an evaluation, provided that all such employees shall have agreed to be bound by the secrecy terms of this agreement.

## **III**

The recipient of tangible products or materials constituting invention / technology from the other part agrees not to analyse or have a third party analyse such tangible products or materials.

## **IV**

All invention / proprietary information is and remains the property of the disclosing party and must be returned, in a form suitable to be returned, within ninety (90) days after the disclosing party makes a written request for its return or at the conclusion of evaluation or termination of the Agreement.

## **V**

The evaluation period during which information will be exchanged will be one year from the date of signing this Agreement unless extended by mutual consent of the parties in writing.

## **VI**

The foregoing obligations with respect to invention / proprietary received by any party who are signatories to this Agreement shall survive any termination of this agreement.

## **VII**

Nothing in this agreement shall be interpreted as placing any obligation of confidentiality and non-use on receiving party with respect to any invention / proprietary information covered under this agreement that:

- a. Was on record in the files of the recipient prior to signing of this agreement.
- b. Can be demonstrated to have been rightfully received from a third party after the signing of this agreement who did not acquire it, directly or indirectly, from the disclosing party under a continued obligation of confidentiality.
- c. Can be demonstrated to have been in the public domain during the term of this Agreement.

## **VIII**

Nothing herein shall be construed to grant any intellectual property right or license or title to any patent, know how, trade secret, trademark or trade name or any right of licence to make use of the proprietary information



other than as provided for hereinabove or any commitment to enter in to any such grant of intellectual property rights or licence in future.

This agreement is effective as of \_\_\_\_\_ and shall terminate on \_\_\_\_\_. The two parties can extend the agreement through mutual consent, in writing, and the extension period shall be on a yearly / half – yearly basis. Either party may also terminate this Agreement at its discretion immediately upon written notice to the other party provided, however, that the confidentiality clauses IV and VI shall survive subject to clause VII.

This agreement is signed on \_\_\_\_\_ between:

I.I.T. Roorkee

Organization

\_\_\_\_\_

\_\_\_\_\_

(Name of signatory : \_\_\_\_\_ )

(Name of signatory : \_\_\_\_\_ )

Designation :

Designation :

Address :

Address :



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**AGREEMENT FOR DEVELOPMENT OF EDUCATION COURSE MATERIAL IN ELECTRONIC FORM**

Indian Institute of Technology Roorkee

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ (month) in the year \_\_\_\_\_ (two thousand and \_\_\_\_\_) by and amongst

	Name	Role
1.	_____	Subject Matter Expert (SME)
2.	_____ and _____	
3.	_____	Instructional Design Expert (IDE)
4.	_____ and _____	
5.	_____	Software Design Expert (SDE)
6.	_____ and _____	
7.	_____	Others (Specify Details)
8.	_____ and _____	

9. Indian Institute of Technology, Roorkee (Institute)  
(Delete those are not applicable)  
in respect of the Instructional Material (IM) proposed to be developed by any Department / Centre of IIT Roorkee as described in Appendix – 1. All group members mentioned above excepting the Institute will jointly be referred to hereafter as “Contributors”. The contributors and the Institute agree that:

**i. Right of original manuscript & material (Works)**

All original Works submitted by the contributors for the purpose of IM development shall remain the property of the concerned contributor and shall be returned to them if so desired, within one month of completion of the project.



## ii. **Use of Copyright Protected / Unlawful Material**

With the exception of very limited use of copyright protected material (which constitute fair use) and which is duly acknowledged, the Works submitted by the contributors shall not contain any copyright protected material from any source without written permission of the right holder(s). It will be the responsibility of the contributors to obtain such written permission(s) and submit this along with the Works to the concerned Department / Centre of IIT Roorkee on or before the date specified by the Department / Centre. The contributor shall ensure that the Works supplied to the Department / Centre does not contain any scandalous, libellous or unlawful matter, which may result in unnecessary litigations. In case the works supplied is taken from one or more of the contributor's own published material, the concerned contributor shall ensure that the copyright of the source rests solely with the contributor or permission is obtained in writing from the right holder.

The concerned contributor will be responsible for any damages resulting from violation of the above clause(s)

## iii. **Course Development Procedure**

(a) The methodology of instructional material development relevant for this agreement will be decided by the concerned Department / Centre of IIT Roorkee. The SME shall supply the Work in the order, the format and in the medium required by the Department / Centre. All concerned contributors shall strictly adhere to the agreed schedule mentioned in the Instructional Material Information Summary shown in Annexure 1.

(b) The SME shall attend all mandatory training sessions held for course development activities to be organized by the Department / Centre.

## iv. **Support by the Department / Centre, IIT Roorkee**

The concerned Department / Centre of IIT Roorkee will make provisions for all necessary hardware, software, network and related facilities, as well as for trained technical supporting staff, instructional design experts, software professionals, graphics & animation developers, typing, copy editing, & similar facilities. The concerned Department / Centre will provide appropriate budget for the project, make arrangements for replication, dissemination, delivery as applicable as its own expense. The Department / Centre will organize training programmes for SMEs in developing, utilizing and evaluating instructional materials. Facilities, which are available in the Institute, may be utilized when required.

## v. **Copyright**

(a) Copyright of the IM developed by a Department / Centre of IIT Roorkee with content inputs provided by the SME, Instructional





design inputs provided by the IDE and other intellectual and creative inputs provided by other contributors such as SDE (excepting all work for hire staff) shall be licensed / assigned to the Institute / sponsor, as set out in “Work for hire agreement” form, which also contains details of financial compensation to the contributors.

**vi. Delivery of Work**

The SME shall deliver all Work to the concerned Department / Centre of IIT Roorkee as per schedule mentioned in the prescribed form of “Intellectual property agreement with all academic staff of IIT Roorkee” and or any schedule(s) agreed to in writing subsequently. The SME shall operate with IDE, so that the IDE can prepare all defining parameters of the proposed instructional material. An illustrative but non-exhaustive list of some of these parameters is shown below.

General course objectives, details of all learning objectives including pre-requisites, specific instructional objectives and related meta-data details, test items to measure specified learning outcomes, strategy to achieve learning outcomes, lesson plans of learning objects.

The IDE shall work in close collaboration with SME to formulate a well-defined and mutually acceptable instructional plan to allow the SME to develop the course contents according to this plan. The IDE shall ensure that interoperability, reusability and accessibility of contents are maximized by strict adherences to E-learning Standards approved by internationally recognized Standards Organizations (example: Sharable Content Object Ref Model – SCORM V – 1.2). The IDE may reorganize the various Assets (texts, graphics, multimedia objects etc. which form the content details) in consultation with the SME.

The SDE shall develop/make available any software tool already developed by the SDE, which can be used in the proposed IR to enhance its usability / effectiveness etc as per schedule specified in the prescribed form of “Intellectual property agreement with all academic staff of IIT Roorkee”.

If any of the contributors fails to delivery the work on time, as defined in the prescribed form of “Intellectual property agreement with all academic staff of IIT Roorkee” or in any subsequent agreed schedule, the Institute will have the right to terminate this agreement and to recover from the concerned Contributor any sums advanced for the Works. Upon such termination the concerned Contributor may not offer the Works to anyone for any purpose until the contributor has repaid such advances. In addition to recovering the advances the Institute will also have the right to impose



penal charges up to Rs. 50,000.00 for non completion of works by due date.

**vii. Revisions**

The conditions of revisions will be as per the IPR policy of the Institute.

**viii. Use of IR by contributor**

All contributors shall have the right to use the IR for non-commercial academic purposes, ensuring that such actions do not result in a conflict of interest between the contributor and the Institute (see Conflict of Interest document of the Institute). The contributors shall have to ask permission of the Institute to use such material for any purpose once they leave the service of the Institute.

**ix. Arbitration**

The Arbitration if any, will be as per IPR policy of the Institute. In witness whereof the parties have duly executed this agreement as the date first written above.

Sr.	No.	Contributors Details			Institute Representative	
		Address	Signature	Name	Address	Signature
1.						
2.						
3.						



## APPENDIX – 1

### INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

#### SUMMARY OF INSTRUCTIONAL MATERIAL INFORMATION

1. Name of contributor(s) & Coordinators
2. Role (SME/IDE/SDE/Coordinator etc.)
3. Approx. degree of involvement (%)
4. Start date
5. End date:
6. Course Title:
7. Course Type: (Tick mark appropriately)
  - Video
  - Computer Based
  - Other (Specify)
- 7.1.1 For theory instruction
- 7.2.1 For theory instruction
- 7.1.2 For lab instruction
- 7.2.2 For lab instruction
8. Target Group: [example: 4<sup>th</sup> yr UG ME, Core engineering Course, Working professionals etc.]
9. General objective of course:
10. Content Outline: (Max 150 words)
11. Approximate Duration:  
Equivalent to \_\_\_\_\_ hrs of lectures & \_\_\_\_\_ hrs of personal study.
12. Learning Unit Summary
  - 12.1 Unit type (tick appropriately)
    - Single Lesson
    - Module / Chapter
    - Semester long course
    - Others (specify)
  - 12.2 Unit Description
    - Sl. No.
    - Title



Approx. Duration (study hr.)

Date

SME	IDE	Others
Start	Start	Start
End	End	End

13. Activity bar chart (to be filled up in consultation with the concerned Department / Centre and will depend on course type stated as Sr. No. 7)

**Special Note:** The Instructional Material Information details may be different for different types of courses with suitable modifications. The format shown here is only one example.



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**COPYRIGHT AND COMPENSATION ISSUES DISCUSSIONS**

The contributors may be required to license their copyrights of the Instructional Material or assign these to the Institute in lieu of an agreed compensation package depending on the source and condition of funding and the nature of the project. For example, sometimes a sponsor will agree to fund a project only if the copyright is fully or partially (joint copyright) assigned to it. A sponsor may agree to pay full or part of the development cost, which may include a one – time lump sum payment to the contributors, fees to the project co-ordinates, capital cost of equipment etc or may agree to share royalties with the Institute or a combination of both.

If the IM development takes place as part of the consultancy project then the terms negotiated by the chief consultant with the sponsors & SRIC will determine the issues of compensation and the ownership of copyright.

If the IR is developed as part of the Institutes normal activity, there is little chance of any one – time lump sum payment. In this case the copyright shall have to be either assigned to the Institute or it shall have to be licensed to the Institute for a period of 5 years initially with a provision for renewal of license for longer terms with the Institute having the right of first refusal. It is also possible to visualize other types of IR development project where other combinations of compensation package to the contributors, fees to the co-coordinators / consultants and a specified type of copyright ownership may be applicable.

**Summary**

Details will be drawn up listing copyright issues and compensation terms fro contributors and coordinators for each project separately and will be available from the concerned Department / Centre and will contain the following information:

1. Copyright is to be/not to be assigned to the Institute
2. Copyright is to be / not be licensed to the Institute
3. If licensed then state period and renewal terms
4. Lump sum payment / lump sum + royalty / royalty only
5. Mention amount and or % and payment, date / frequency
6. Any other compensation
7. Special conditions (if any)



The Intellectual Property Rights Policy document of the Indian Institute of Technology Roorkee has been prepared in the IPR Cell of the Institute in consultation with the Institute administration and the experts from outside.

“All rights reserved. Reproduction in whole or part of this document without written consent of the Institute is not permitted.”



## IMPORTANT NOTES