

Thapar Institute of Engineering and Technology
Patiala

Institutional Policy
on
Intellectual Property Rights
(IPR Policy)

Version 2.0
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Intellectual Property Rights (IPR) Policy

Thapar Institute of Engineering & Technology (TIET), Patiala

1.0 PREAMBLE

Thapar Institute of Engineering & Technology (TIET), Patiala declared as a Deemed to be University under Section 3 of UGC Act is in the service to the nation in providing technical manpower since 1956. Thapar Institute of Engineering & Technology is the epitome of a new thought taking shape in the parlance of management that combines multiple economic and social models with technology as a back bone to create a strategy of success in the realm of uncertainties. With the advent of knowledge economy, innovativeness, technology development and transfer by any institute are a measure of its industrial links as well as serves as a benchmark towards the quality of education and human resource development. The global economy is increasingly getting mind oriented and the competition lies in the novelty of products which come out in the form of innovations to capture markets. Safeguarding the rights of the human capital as well as creating an ambient environment wherein the craving to develop new product(s) and process(es) and enhancing the avenues in scholarship in the upcoming areas are driven through the market demand. The orientation for the innovators and leaders to emerge tomorrow and to create awareness among the academia support system or an interface through which many indigenously developed technologies and products could see the light of the day requires a framework. With this vision Thapar Institute of Engineering & Technology (Deemed to be University), Patiala herein after would be referred to as "INSTITUTE" has put up a framework to guide the above processes, safeguard the intellectual rights of the faculty, staff and students as well as get benefited materially during the process of commercialization. This framework or support system hereinafter shall be referred as "IPR Policy" of the INSTITUTE.

The aim of the IPR cell is to propagate awareness on intellectual property among the researcher(s) of the INSTITUTE by organizing workshop, seminars, and training programs. This policy document has been framed with the aim to encourage ethical environment to conduct creative research and to recognize the importance of innovations, assisting innovators so that the innovations are translated into products, processes and services as well as to prevent violation of intellectual property rights of the third parties. Further, the translated products, processes and services could be utilized in the society providing benefits to the INSTITUTE as well as the creators involved. Such innovations and creative research may lead to the evolution of intellectual properties like know-how, copy-rights, designs, instruments, devices, processes, specimen, software and other inventions having potential for commercialization with or without the registration under different Acts enacted by the Government for protection of intellectual properties. This document highlights the practices and the rules of the INSTITUTE regarding IPR and obligations depending upon the nature of intellectual property, requirements of its ownership, its confidentiality, licensing, technology transfer, and revenue sharing. The policy laid down in this document is expected to fulfill the commitments of the INSTITUTE to promote academic freedom and provide a conducive environment for research and development of commercial importance.

Commercial exploitation of the intellectual property can be of considerable socio- economic benefit to the country. The INSTITUTE, therefore, supports and encourages the efforts directed towards bringing the fruits of INSTITUTE research in diverse fields of knowledge to public use and benefit while protecting the interests of the all the stake holders.

2.0 POLICY OBJECTIVES

a. To provide academic freedom and safeguard the IPR of all those involved in devising the innovation at the INSTITUTE.

b. To develop an ethical environment promoting research and development, developing new knowledge which gets transformed into innovation which is compatible with the educational mission of the INSTITUTE.

c. To provide guidelines for the innovations in the INSTITUTE or associated with the INSTITUTE for disseminating the confidential research information to obtain and register IPR, commercialize IPR through bilateral and multilateral agreements, technology transfer mechanisms thereby safeguarding the interest of the INSTITUTE/ creators / licensees of the IPR and in process generating revenue for the INSTITUTE and the creators or licensees.

d. To provide legal support system as deemed fit by the INSTITUTE to defend and safeguard the interests of the INSTITUTE and of the creators of the IPR against infringement and unauthorized use.

e. The policy would provide an office under the Chairpersonship of the Dean (R&SP) which would render services to the employees and students of the INSTITUTE for effective registration and protection of the intellectual property right generated with the help of an IPR CELL, and to see that a fair distribution of return is accrued to the Institute and licensees/creators when such IP is commercialized as per the guidelines provided in this document and the amendments thereof. That it is further clarified that the registration of the IPR will always be in the name of the Institute.”

3.0 DEFINITIONS

3.1 Academic Freedom: means the independence of the academic staff of the INSTITUTE to:

- conduct their own academic activities, comprising of teaching, research and development,
- choose their own research field,
- pursue self-directed research
- collaborate and communicate with third party, exclusively or jointly with INSTITUTE as decided by the IPR Cell in consultation with the Director, regarding their scholarly

efforts in keeping with the Institute's academic mission”.

3.2 Work for Hire: Work for Hire shall mean and include (for the purposes of this Policy) as any work commissioned by the INSTITUTE, from a creator for a consideration or otherwise (Subject to the sole discretion of the INSTITUTE), 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.

3.3 Fair Use: Fair Use shall mean and include the use of a copyright protected material allowed by law so that copyright shall not be a stranglehold on the progress of human knowledge. Limited portions of a work can be used without the rights holder(s)' permission for non-commercial and academic uses. In general, use of a small unsubstantial 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 grey 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 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.

3.4 Intellectual Property having Commercial Potential: Refers to an IPR which can be exploited by the INSTITUTE or which could be transferred to a commercial organization through assignment or licensing or confidentiality agreements for the purpose of exploitation in the market. Such property is to be safeguarded either under applicable Intellectual Property laws or by secrecy as is relevant and practicable.

3.5 Intellectual Property Right (IPR): The terms "Intellectual Property" or "IPR" used herein refers to any property generated out of the intellectual effort of the creator, registered and owned in the name of the INSTITUTE, having proprietary value, and protected by statute. Intellectual Property primarily includes patents, industrial designs, copyrights, trademarks and other related rights like integrated circuits layouts, plants varieties, geographical; indications, etc. In the case of copyrightable works, it must be fixed in a corporeal form, and the creator or rights-holder is empowered by law to prevent others from copying. Intellectual property is classified and includes the following:

a. **Patent:** A patent is an exclusive right granted by a country to the owner of an invention to make, use, manufacture and market the invention, provided the invention satisfies certain conditions in the law. These conditions are that an Invention should be new, involving an inventive step and capable of industrial application. Patents can be granted on new and useful scientific or technical advancement by way of inventions, processes, computer hardware and in some cases, software; unique materials, machines, devices, instruments, apparatus, microorganisms etc.

b. **Copyright:** Copyright is a right, which is available for creating an original literary or dramatic or musical or artistic work or sound recordings or cinematograph films. Copyright can be obtained on published work like books, thesis (postgraduate and doctoral) industrial

and architectural designs, models, engineering drawings, computer software, animations and visualizations, information technology products and processes including hardware and software features, original innovative or creative or artistic works and their derivatives or adaptations, whether dramatic, musical, literary works, works of graphic or plastic art and cinematographic and animated films, teaching material for classroom including PowerPoint presentations and online courses such as courseware for distance education, original data and records of research, and undisclosed and/or unpublished information, etc.

c. **Industrial Designs:** Industrial designs are what make an article attractive and appealing. Industrial Design protection is provided for a shape, configuration, pattern, ornament, colour, or line (or a combination of these), which, when applied to a functional article, produces or increases aesthetics, and improves the visual appearance of the design, be it a two-dimensional or a three-dimensional article.

d. **Trademark:** Trademark or Service Mark or Logo is a distinctive sign, which identifies certain goods or services as those produced or provided by a specific person or enterprise. Trademarks may be one or combination of words, letters, and numerals. They may also consist of drawings, symbols, three dimensional signs such as shape and packaging of goods, or colors used as distinguishing feature. Collective marks are owned by an association whose members use them to identify themselves with a level of quality.

3.6 Creator: The term creator shall mean and include an individual or group of individuals at the INSTITUTE who are involved in conceiving; making; authoring or putting other substantial contribution to the creation of Intellectual property. The stakeholders covered under the term „Creator“ are:

a. **Academic Staff- both permanent and temporary on payroll of the Institute:** by way of their own creativity in context to their academic freedom; as a part of their normal duties or as work for hire. Emeritus Professors and Visiting Professors are also included in this clause.

b. **Adjunct/ Seconded Staff:** Adjunct faculty (Professors/ Associate Professor/ Assistant Professor/ Lecturers/ Research Scientists) exclusively are dependent upon the INSTITUTE supported resources and therefore should give an undertaking at the time of joining the INSTITUTE stating that all the intellectual property generated by them using the INSTITUTE supported resources would be wholly assigned to the INSTITUTE unfettered by any other co-share arrangement(s). Post-Doctoral Researchers will be treated at par with the adjunct/ seconded staff.

c. **Other Staff / Supporting Staff of the Institute:** Any other staff / supporting staff on the INSTITUTE payroll can also generate intellectual property as a part of their normal duties or as work for hire. In respect to staff associated with sponsored projects (Project Fellow/ JRF/ SRF/ RA) they would be governed by the terms of contract of the project.

d. **Student:** The student refers here to those individuals enrolled with the INSTITUTE for any academic program. The student who will be part of the IP generation team shall be

included in the creator to be a part of the intellectual property if they are not having an active contribution/ participation.

3.7 First Party, shall means Thapar Institute of Engineering & Technology (TIET).

3.8 Second Party, shall means and include Faculty, Supporting staff, Project staff and Students of TIET.

3.9 Third Party, shall means and include any governmental or non-governmental organization with whom the First or the Second Party interacts for any activity with/without exchange of consideration in cash or kind.

3.10 Work Commissioned/Outsourced, shall mean and include work commissioned by TIET to a creator or group of creators either employed by TIET or invited from outside TIET with or without any consideration in cash or kind. Typical examples of TIET commissioned works are:

- a. Design work,
- b. Artistic Work,
- c. Engineering/Architectural Models,
- d. Computer Software
- e. Reports based on surveys and analysis,
- f. Video works.

3.11 Associated Agreement shall mean and include document created with mutual consent of involved parties defining the rights, roles and responsibilities of each of the parties, for example, Memorandum of Understanding (MoU), Memorandum of Association (MoA), Research Agreement, Consultancy Agreement, Non-Disclosure Agreement (NDA), etc.

3.12 Exclusive Rights, shall mean Whole-sole rights given forever

3.13 Non-Exclusive Rights, shall mean and include certain partial rights / full rights given for defined duration.

4.0 INTELLECTUAL PROPERTY RIGHTS (IPR) CELL

The IPR Cell will have team of individuals having defined roles and its constitution would be as follows:

- a. Chairperson- Dean (R&SP), TIET

b. Nodal Officer - IPR Cell nominated by Chairperson and also approved by the Director of the Institute will look after all necessary documents executed on behalf of TIET, Patiala for IP filing.

c. Legal Expert - from TIET (Law Officer including any Attorney/law firm authorized/engaged by him on behalf of the INSTITUTE) for legal opinion. Screening request for patent will be done by IPR Cell.

IPR Cell will keep record of patents in the INSTITUTE as well as negotiate Transfer of Technology (ToT). In the negotiating team for Transfer of Technology, the Director of the Institute may also nominate two senior members/staff of the Institute. IPR Cell will screen requests for patents and selection of potential proposals on the prescribed IPR disclosure form after getting inputs (preferably prior art search) from area experts, legal opinion from within and outside the INSTITUTE as deemed fit by IPR Cell.”

4.2 RESPONSIBILITIES OF IPR Cell

4.2.1 Chairperson IPR cell would be Dean R&SP ,who shall be, along with other members , if any nominated by the Director of the Institute, be responsible for overseeing the implementation of all recommendations and decisions pertaining to IPR in the INSTITUTE.

4.2.2 Chairperson IPR cell shall be the responsible authority for entering into all type of Agreements after consulting and approval of other members, including the Director of the Institute relating to Intellectual Property developed in the INSTITUTE, including Transfer Technology Agreements, Assignment Agreements, Research and Development Agreements, Revenue Sharing Agreement, Non- Disclosure Agreements (NDA), Memoranda of Understandings, Confidential Disclosure Agreement (CDA), Material Transfer Agreement (MTA) and licensing agreements of the intellectual property rights.

4.2.3 The creator should also bear the responsibility for these legal instruments and would be signing these documents as a creator.

5.0 IMPLEMENTATION PROCEDURE

Chairperson IPR cell along with other members, will be the implementing authority. This policy at present and after amendments in due course would be deemed to be a part of employment and enrolment conditions for the employees and students of the INSTITUTE respectively. It shall be made available to the staff (academic/non-academic) as well as students at the time of joining of the Institute. IPR policy would also be displayed as a link on the INSTITUTE website. All potential creators of the INSTITUTE shall be informed about the policy and shall abide by the principles of the ownership of the intellectual property as stated in policy unless an exception in this regard is obtained from the Chairman of the Board of Governors (BOG) of the Institute on the recommendations of the Director of the INSTITUTE. All the creators of the IPR shall execute all appropriately filled documents required to set forth effectively ownership right as specified in this policy.

5.1 Discloser of Intellectual Property and Maintenance of Confidentiality

- a. If the creator believes the potentiality of Intellectual Property is patentable or has commercial value, they should report to the Chairman, IPR Cell in writing along with the related document, data, and information and request for IPR protection. The IP must be NOVEL, USEFUL and NON OBVIOUS. In case of patent, full and complete disclosure of the nature, particulars and other details of the IP, indicating the problem for which solution was researched with identification of all persons who constitute the creator(s) team.
- b. An undertaking that the disclosed work has not been communicated or published or discussed in any conference/ workshop/ journal/ book/ lecture. The creators should understand the legality of such disclosures and then later on it turns out that absolute novelty is missing due to prior disclosure through above means.
- c. What parts/steps, make up the invention?
- d. Which parts/steps are new to this invention, which are old?
- e. How does your invention perform its function different from or better than, these prior devices (methods)?
- f. Who would be likely to purchase or use the invention? Or how can the INSTITUTE commercially exploit the invention
- g. Has the work been reported / published / presented oral or poster anywhere (if yes, give full description)?
- h. Has any related patent been filed by the creator?
- i. Has the permission been taken from National Biodiversity Authority/ Board in case a biological sample has been used? Attach the copy of the permission.
- j. Has the microorganism been deposited with the International Depository, in case your invention involves the use of a microorganism? If yes, attach the copy of the letter.
- k. Information available in the published literature (prior-art) about the problem tackled.
- l. Is the work completed and the results validated or is at a basic conceptualization stage?
- m. The creator should assign the right of the Intellectual Property to the INSTITUTE and agree to the terms and conditions for the sharing of any financial benefits received by

the INSTITUTE as a result of commercialization. Every Creator is bound to keep the IP as confidential and shall not disclose the IP to any person without prior written permission of the Director of the Institute.

5.2 Statement by creator of IP

In case of any false or misleading claims made by the creators relating to IP, they will be liable for the same, including Civil and Criminal action under law. The creator will keep the INSTITUTE and its officials indemnified. In such cases, the IP will be revoked and the expenditure incurred by the INSTITUTE to that particular IP will be recovered from the creator, preferably within one year of the infringement noticed.

5.3 Confidentiality guidelines related to innovation disclosed to IPR Cell

Any information disclosed to IPR Cell will be kept strictly confidential to avoid harming of interest of creators in any manner.

6.0 OWNERSHIP RIGHTS OF IP

6.1 Copyright

a. The INSTITUTE shall have no rights in books, articles, monographs and lectures, speeches and other communications produced by the staff during the course of teaching and research using the usual resources of the INSTITUTE. However, institute's name should be duly acknowledged in the copyright so generated/produced. It is further advisable that the INSTITUTE shall be kept informed about revenue generated through such copy righted materials.

b. Copyright of the thesis, dissertations, term papers, laboratory records and other documents produced by the student during the course and which are graded by the faculty/institute shall reside with the student / supervisors, subject to provisions of Clause 6.1 (a).

c. Any copyrightable work generated as a result of work for hire will belong to the INSTITUTE only. However, if the INSTITUTE is providing cost of its commercial production then a joint copyright of the authoring faculty and INSTITUTE shall come into force.

6.2 Patents and Inventions

Any Intellectual property or an innovation generated by staff or student, then the IPR so generated will be assigned to the INSTITUTE. All patent rights filed for patents by the INSTITUTE as applicant will belong to the INSTITUTE. And in case of sponsored project (Industry/Government) it will be joint patent application as per agreement governing such sponsorship.

7.0 BUDGET FOR IPR CELL

IPR cell will give annual projection of budget required for IPR activities such as meeting

expenses towards patent search report, IPR filling, conduct of awareness workshops and asset generation (books, databases purchase through Central Library) to the INSTITUTE. Budget will be released to the IPR cell as a centralized facility. The approval of the budget will be subject to the sole discretion of the INSTITUTE and the expenditure of budget will be subject audit and scrutiny conducted by the INSTITUTE.

8.0 ADMINISTRATION OF IPR POLICY

Administration of IPR policy and any amendments from time to time will be carried out by IPR cell with prior approval of the Director of the INSTITUTE. Patent filing and other IP related activities, will be the primary responsibility of the IPR Cell in coordination with the Legal Cell. That the Law Officer in consultation with General Counsel-Legal, will have the authority and discretion to decide upon the engagement of Attorney or Law Firm, for the said purpose. In addition to other modes of filing of Patents, the invention may also be forwarded to Patent Information Centre (PIC), Punjab State Council for Science and Technology (PSCST), Chandigarh to avail patent filing facility of DST GoI. The Legal Cell/Department in consultation with General Counsel-Legal may also prepare list / empanelment of attorneys to carry out IP Protection and all patents by faculty & students of INSTITUTE will be filed in name of the INSTITUTE i.e. "Thapar Institute of Engineering & Technology, Patiala" (As amended from time to time). Collaborative or funded projects to be dealt on the basis of MoU signed between the INSTITUTE and the funding agency with joint ownership.

For a patent to be filed in name of the INSTITUTE:

8.1 IPR cell will screen the application for IP filing after having Patent Search Report to assess patentability. Services of external sources to ascertain patentability potential can be availed.

8.2 If found patentable as per the Indian Patent Act, 1970, the IPR Cell in coordination with the Legal Cell will take necessary steps to get the necessary Patent. All filing and post filing fees, attorney fee etc. in, will be met out of the allocated budget of the IPR cell.

8.3 For joint patent to be filed in name of the INSTITUTE along with funding agency, the costs and benefits will be shared between the joint applicants as per the signed MoU of the project funding agency.

9.0 IP COMMERCIALIZATION

The expenses involved in obtaining and maintaining the statutory rights as the INSTITUTE owned property shall be met by the INSTITUTE. There would be a time frame in which the INSTITUTE owned property would be commercialized, which would be decided by the IPR cell of the INSTITUTE either on case to case basis or as a set pattern decided by the IPR cell.

9.1 There shall be a continuous monitoring of the progress in filing of the patent, commercialization and/or disposition of the intellectual property by the INSTITUTE. The INSTITUTE as well as the creator will mutually maintain complete transparency in sharing

information at all the stages of the progress. Updates and further development which would provide tangible effects on the IPR should be informed from time to time.

9.2 The institute IPR cell after the approval of the Chairman of the BOG of the Institute on the recommendations of the Director, will license the rights in the INSTITUTE owned intellectual property through third parties who may or may not be the creator of IPR through exclusive / non- exclusive licenses or by assigning its ownership right to the third party safeguarding financial and legal interest of the INSTITUTE and the creators.

9.3 The costs of transfer of interest / right / ownership of the Institute-owned intellectual property will be borne exclusively by the licensee, assignee or person acquiring such rights or as per the mutual understanding. Further the licensing or assignment by the INSTITUTE may be subject to special terms and conditions wherein the licensee or the assignee will be subjected to sharing the revenue or the cost of maintenance of the intellectual property or both as decided and discussed mutually. In circumstances wherein, the assignee or the licensee has not taken adequate steps for the commercialization of the INSTITUTE owned intellectual property; the INSTITUTE would be free to revoke the license and assign it to another party. The transfer agreement should be clearly brought under category of exclusive / non-exclusive rights.

10.0 COPYRIGHT ISSUES *w.r.t.* EDUCATIONAL RESOURCES

10.1 Authors who create and develop course material and upgrade on a regular basis are protected under section 57 of THE COPYRIGHT (SECOND AMENDMENT) BILL,1994.

10.2 In cases where the INSTITUTE owns the right on the course material, it shall have the liberty to update, revise as well as translate (herein after referred to as REVISE) course material provided such revision does not damage the reputation / honor of the original creator. 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.

10.3 In matters of copyright, if any portion of their creation is not their original work then the creators must provide documentary proof that requisite permission has been obtained from the original creator (owner) or provide a statement which could give adequate reasons that permission is not required and is an adequate use of the information available. They will further certify that the work contains neither slanderous material nor material that invades the privacy of others.

10.4 Under circumstances wherein the third party alleges infringement of rights by the creator and the IPR cell finds prima facie in this respect indicating that the creator has made false claims, the INSTITUTE shall immediately take steps to dissociate itself from the said intellectual property. Provisions would be made in writing with the creators to assure and prevent the INSTITUTE from any damages arising out of such litigations.

10.5 Apart from having a copyright in the work submitted by the student the INSTITUTE will

own the copyright of the thesis which he or she submits as a partial fulfillment of the requirements for an academic degree jointly with the supervisor and INSTITUTE.

10.6 Wherein the thesis of a student contains details of intellectual property having commercial potential, the INSTITUTE, the Supervisor 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.

10.7 It is to be noted that while retention of the hard copy by the INSTITUTE library is essential for the meeting of requirements for a degree, and the student must agree to allow the abstract of the thesis to be made available electronically, the student will have the option to refuse the releasing of the full electronic text of his/her thesis on any network. The Student through their supervisor may opt for an embargo period to restrict the access of the full text of the thesis for certain period but not more than five years. The student has to foreword application for embargo period through Chairman, IPR cell.

11.0 IP INFORMATION MANAGEMENT *w.r.t* LAB NOTEBOOKS

11.1 All laboratory records shall be entered in indelible ink in bound volumes and marked as PRIVATE & CONFIDENTIAL.

11.2 The pages of the volumes should be marked serially without any mutilations or insertions.

11.3 All blank spaces between successive entries should be cancelled as if they were deletions and authenticated with the creator's initials and date.

11.4 Accurate descriptions of all actions and experiments carried out should be provided. Ideas or suggestions should be headlined as such, so as to clearly differentiate them from the work actually performed.

11.5 No abbreviations or terms, except where their use is standard practice in that particular discipline, should be used, unless clearly explained.

11.6 Crucial data or descriptions of experiments which relate to valuable inventions or discoveries should be signed and dated by the creator, supervisor, or coordinator of the project.

11.7 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 documented and authenticated by the creator with initials and date.

11.8 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.

12.0 DISBURSEMENT OF THE ROYALTY

Any revenue generated from the commercialization of Institute-owned IP will be shared between the creator(s), the team and the INSTITUTE on the following terms and conditions:

12.1 The patent royalty or payment obtained after commercialization of the product or process in case of INSTITUTE assigned/licensed invention would be shared between the Creator and the INSTITUTE in the ratio of 70:30 (subject to future amendments).

12.2 In case the patent filing costs are not borne by the INSTITUTE, the creator can first deduct the costs incurred in this regard and maintenance of such patents, till licensing, from income accruing from the commercial exploitation of the patent. Excess income beyond such recovered costs will be shared with the INSTITUTE and the creator in the ratio of 30:70. Any MoU signed by the Thapar Institute of Engineering & Technology with the sponsoring agency based on which the IP is generated, or with any patent filing organization, may set aside the provisions under this clause.

12.3 In case there is a third party, the respective shares of the INSTITUTE and creators will be calculated on the net receipts after deducting the third party's share.

12.4 The net earnings generated by the exploitation of IP will be shared between the Creator(s) and the INSTITUTE on 70:30 ratio. That it is further clarified that if the Creator intends of exploiting the IP commercially on its own, then it will take a prior permission of the Director of the INSTITUTE. Further it will be the sole discretion of the INSTITUTE to decide upon the 'One Time Amount of Royalty' (OTAR) to be initially paid by the Creator to the INSTITUTE. That it is further clarified that only after the payment of OTAR, as decided by the INSTITUTE, the Creator may be allowed to commercially exploit the IP. On such commercial exploitation, any net earnings generated on such exploitation of IP will be shared in the ratio mentioned herein above. Further the INSTITUTE's share will continue to be paid irrespective of whether or not the individual continues as an employee /student/ research scholar of the INSTITUTE. That it is further clarified that the share of the Institute will be independent of the OTAR paid.

12.5 The creator's share will continue to be paid irrespective of whether or not the individual continues as an employee /student/ research scholar of the INSTITUTE.

12.6 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.

12.7 Co-creators of IP should sign at the time of disclosure or filing for IP protection, a distribution of the IP earnings agreement, which should specify the proportional percentage distribution of earnings from IP to each co-creator. The creator(s) may, at any time, by mutual consent, revise the distribution of IP earnings agreement.

12.8 If there is only one creator of the IP, the whole amount of creator's share will be retained by the creator. If there are more than one creators, creator's share will be distributed among the co-creators on the mutually agreed terms and conditions.

12.9 If there are more than two creators, the principal investigator/ supervisor/ team leader will get up to 60% of creator's share and the rest will be distributed among the co-creators in the proportions on the mutually agreed terms and conditions at the time of IP disclosure or at the time of filing for IP protection.

12.10 Revenue sharing is not necessarily concurrent with the creator-ship. Mere assistance like assistance in the preparation and conduct of the experiments, data analysis, etc. does not entitle one for creator-ship, but may entitle for revenue sharing as an acknowledgement of intellectual contributions for routine/mechanical contribution at the sole discretion of the principal Investigator/ Supervisor of the work.

12.11 All disbursement will be made to creator or his/her nominee through digital linked bank account as intimated to the IPR cell by the creator.

12.12 Of the INSTITUTE share, 50% will be used for creating an INSTITUTE's IP fund, which will be utilized for any activity related to commercialization and maintenance of IPR or obtaining IPR in another country, or for capacity building. Further, 10% of the share will be paid to the INSTITUTE as Administrative charges and 40% will be made available to the Department concerned for the purchase of equipment or material or for any academic activity and promotion of industrial partnership.

13.0 OTHER ASPECTS

13.1 Conflict of Interest: The creator(s) are required to disclose any conflict of interest or potential conflict of interest. If the creator(s) and/or their immediate family have a stake in a licensee or potential licensee company, then they are required to disclose the stake to the chairperson IPR CELL they and/or their immediate family have in the company.

13.2 Dispute Resolution: All disputes/conflicts/grievances between the INSTITUTE and the researcher/creator /collaborator/sponsors regarding ownership of IP, implementation of IP Policy shall be decided by the Director, Thapar Institute of Engineering & Technology, whose decision shall be final. As a policy all agreements signed by the INSTITUTE and disputes etc., arising therein, will be subjected to the legal jurisdiction of the courts at Patiala (Punjab) only.

13.3 Intellectual Property generated through collaborative work with a National or International Organization: All credits and benefits of collaborative work including the intellectual property generated during the tenancy would be shared between both parties i.e. INSTITUTE and collaborating agency as per mutually agreed MoU.