

**MOUNT CARMEL COLLEGE,
AUTNOMOUS
BENGALURU**

Intellectual Property Policy

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Description of Terms

Inventor: means the researcher who contributed to the creation of the Intellectual Property (essentially patents).

Research: Some of the important contexts in which they produce IP are:

1. Research undertaken by a researcher in the normal course of his/her engagement/ appointment with the Mount Carmel College, utilizing resources of the institution. This includes, but is not limited to, use of space, facilities, materials, or other resources of the Mount Carmel College, specific monetary support for research through grants or fellowships, funds for procuring books/ equipment or materials for specific research projects, and creation/ modification of infrastructure like labs for the specific needs of research.
2. Research undertaken by a researcher in collaboration with an external partner. This support from external partners includes, but is not limited to, specific monetary support given for research through grants or fellowships.

Researcher: means;

- i) persons employed by the Mount Carmel College, including student employees and technical staff;
- ii) students, including undergraduate, postgraduate, doctoral and post-doctoral students of the Mount Carmel College;
- iii) any persons, including visiting scientists;
- iv) Who use the resources of the Mount Carmel College and who perform any research task at the Mount Carmel College or otherwise participate in any research project(s) administered by the Mount Carmel College, including those funded by external sponsors. Wherever different conditions are applicable for any of the sub-categories of researchers, they are specifically mentioned in the guidelines.

Research Agreement: May refer to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by researchers and/or IP created at the Mount Carmel College.

Royalty: It is the payment made to an inventor/author or an institution for legal use of a patented invention or any intellectual property when licensed.

Sufficient Disclosure: It means providing a detailed description of features essential for carrying out the invention, in order to render it apparent how to put the invention into practice to a person skilled in the art.

Scope of Guidelines

- (i) These guidelines shall apply to all Intellectual Property created at Mount Carmel College, as well as, all IP rights associated with Mount Carmel College, from the date of implementation of these guidelines.
- (ii) These guidelines shall apply to all researchers who have established legal relationship with the Mount Carmel College, based on which the researcher is bound by these guidelines. Such a legal relationship may arise pursuant to the provision of law, collective agreement or individual agreement (may refer to employment/ retainership contract/ pursuance of studies or any other legal arrangement).
- (iii) These guidelines shall not apply in cases in which the researcher entered into an explicit arrangement to the contrary with the at Mount Carmel College prior to the effective date of the guidelines, or the at Mount Carmel College previously entered into an agreement with a third party concerning rights and obligations set out in these guidelines.

Ownership of IP

The ownership rights on IP may vary according to the context in which the concerned IP is generated. In this regard, a two-tier classification is suggested for adoption:

I. PATENTS

- i. All inventions whether made by student/ researcher/ faculty (in furtherance of their responsibilities with the Mount Carmel College), developed by utilizing the resources of the Mount Carmel College, or with the mix of funds, resources and/or facilities of the at Mount Carmel College, shall ordinarily be vested with the at Mount Carmel College.
- ii. If the invention was made by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the Mount Carmel College and was conceived or reduced to practice without the use of resources of the Mount Carmel College, then the invention shall vest with the individual(s)/ inventor(s).

II. COPYRIGHT

- i. The ownership rights in scholarly and academic works generated utilising resources of the at Mount Carmel College, including books, articles, student projects/dissertations/ theses, lecture notes, audio or visual aids for giving lectures shall ordinarily be vested with the author(s).
- ii. The ownership rights in lecture videos or Massive Open Online Courses (MOOCs), films, plays, and musical works, institutional materials including, but not limited to, course syllabi, curricula, exam questions, exam instructions, and papers/ reports specifically commissioned by the at Mount Carmel College, shall ordinarily be vested with the at Mount Carmel College. The moral rights shall continue to vest with the author(s) wherever applicable.

III. TRADE MARKS

- i. The ownership rights in all trademarks involving the at Mount Carmel College institution shall ordinarily be vested with the at Mount Carmel College. The at Mount Carmel College institution may formulate necessary guidelines regarding the usage of the name of the Mount Carmel College through their trade mark.
- ii. If the at Mount Carmel College determines that the creator of the trade mark was created by an individual(s) on his/ her own time and unrelated to his/ her responsibilities [e.g. name of a company/ start-up venture by the student(s)], then the right to the same shall ordinarily be vested with the said individual(s).

IV. INDUSTRIAL DESIGNS

- i. All industrial designs whether made by student/ researcher/ faculty (in furtherance of their responsibilities with the Mount Carmel College) developed by utilising the resources of the at Mount Carmel College, or with the mix of funds, resources and/or facilities of the at Mount Carmel College, shall ordinarily be vested with the at Mount Carmel College.
- ii. If the at Mount Carmel College determines that the industrial design was created by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the Mount Carmel College and was conceived or reduced to practice without the use of resources of the Mount Carmel College, then the industrial design shall vest with the individual(s).

V. SEMICONDUCTOR INTEGRATED CIRCUITS AND PLANT VARIETY

- i. The ownership rights over integrated circuits and plant varieties, with the utilization of resources of the at Mount Carmel College, shall vest with the at Mount Carmel College.
- ii. If the at Mount Carmel College determines that the semiconductor integrated circuit layout design or plant variety was created by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the at Mount Carmel College and was conceived or reduced to practice without the use of resources of the at Mount Carmel College, then the semiconductor integrated circuit layout design or plant variety shall vest with the individual(s).

IP generated from research conducted in collaboration with external partners

- i. With regard to research conducted in collaboration with external partners, ownership of IP shall be determined as per the terms and conditions in the agreement signed between the concerned parties. However, unless agreed upon explicitly, at Mount Carmel College shall normally retain perpetual, royalty free license to use the IP for research and educational purposes.
- ii. In the absence of a specific agreement between the at Mount Carmel College, and the external partner, who is providing support for research, the IP rights shall be shared amongst the concerned parties, similar to the royalty proportion set out under “*Licensing and Revenue Sharing*” section in these model guidelines.

Commercialization and Benefit Sharing

Types of IP licensing and assignment

Given below are some types of licensing that may be used:

1. **Exclusive licensing:** The licensor licenses the IP solely to one licensee. In other words, the licensee will be the only one authorised by the licensor to use and exploit the IP in question. To the extent possible, exclusive licenses should be avoided.
2. **Non-exclusive licensing:** The licensor is permitted to enter into agreements with more than one entity for use and exploitation of the IP. In other words, the same IP may be used by different licensees at the same time for the same purpose or for different purposes.
3. **Sub-licensing:** This is applicable when a licensee wishes to further license the IP to another party(s). Permissions pertaining to sub-licensing need to be clarified explicitly in the agreement between the Mount Carmel College(s)/ researchers and licensee(s).

Given the abundance of creativity and innovation taking place at Mount Carmel College and diversity of the creation or innovation so generated, the at Mount Carmel College may combine elements of the aforementioned types of licensing or use other forms of licensing, such as – know-how licensing, etc.

Encouraging Entrepreneurship and Start-ups

To promote and encourage entrepreneurial activities by its staff, Mount Carmel College, may reassign, under an agreement, its ownership of an intellectual property to the inventor(s) or creator(s) of the property, who opt to market, protect and license it on their own with minimal involvement of the Mount Carmel College. The fees to be paid to the Mount Carmel College by the assignee consist of all patenting and licensing expenses and appropriate amount of royalties, equity or other value received by the inventor(s) or creator(s).

Licensing Agreements and Revenue Sharing

Research outputs generated as a result of utilization of resources of the Academic Institution

- i. The Mount Carmel College is free to enter into revenue sharing agreement(s) with the researcher(s), in cases of commercialisation of innovation(s), creation(s), etc., as per the advice of the IP cell. The details of revenue sharing may be decided, based on the type of IP and the nature of commercialisation. The Mount Carmel College may adopt various models for royalty sharing amongst creator(s)/ inventor(s) and institution/ organization; a suggestive arrangement is given below:

a) **60:40 ratio of revenue sharing: 60% of the royalty/ technology transfer amount with the researcher and 40% with Mount Carmel College.**

- b) Deciding the division of royalty/ technology transfer amount on fixed slabs:

Case	Net earnings	Inventor(s)	Institution's Share	Service Account**
1.	For the first amount	65%	25%	10%
2.	For the next amount	45%	45%	10%
3.	For amounts more than	25%	65%	10%

Service Account – Money may be used for the promotion and upgradation of the invention. Unused funds from the service account will be used for promotion of commercialization, IP protection and any other related activities.

- ii. In case the IP filing costs were not borne by Mount Carmel College, the researcher may be allowed to first deduct the costs incurred for filing of applications and maintenance of such IP, from any income accruing from the commercial exploitation of the IP. This is particularly relevant, as provisional patent applications may have to be filed by the innovators before any disclosure of the innovation. Only the income beyond such costs needs to be shared with the Mount Carmel College.

- iii. The researcher's share may continue to be paid, irrespective of whether or not the individual continues as a researcher at the Mount Carmel College.
- iv. If more than one researcher is involved in the generation of IP, all the researchers who qualify for benefit sharing in that IP may sign at the time of filing the application (for example, at the time of filing of patent application), an agreement outlining the proposed distribution of any IP-related earnings based on their contribution. The agreement should specify the proportional percentage of distribution of earnings from IP to each of the researchers. The researcher(s) may, at any time, by mutual consent, revise the distribution of IP earnings agreement, and the Mount Carmel College, may approve the revised agreement, subject to the advice of the IP cell.
- v. With regard to the IP-related revenues earned by the Mount Carmel College, 50% of the revenue may be used for creating the Mount Carmel College IP management fund. This fund may be utilized for any activity relating to commercialization and maintenance of IPR or obtaining IPR in any other country, or for capacity building in the area of IP protection. Further, 10% of the share may be paid to the Mount Carmel College as administrative charges, and 40% may be made available to the concerned department for the purchase of equipment or materials, including Annual Maintenance Contracts (AMC), or for any other academic/research activity, including promotion of science and innovation.
- vi. In the case where the copyright vests with the author(s) [*as mentioned under "IP generated from research conducted by utilising resources at Mount Carmel College >II. Copyright"*], the Mount Carmel College shall have a non-exclusive, royalty free, irrevocable, and worldwide license to use the IP for research, non-commercial and educational purposes. Additionally, in cases where the Mount Carmel College is the owner of copyright in lecture videos and/or MOOCs, the author(s) shall have a non-exclusive, royalty free, irrevocable, and worldwide license to use the IP for research, non-commercial and educational purposes.

Research outputs generated in collaboration with external partners

- i. The revenue sharing on any IP generated from a partnership between Mount Carmel College and external partners may be based on the agreement signed between the Mount Carmel College and the external partner at the beginning of such collaborations.
- ii. In circumstances wherein, the assignee or the licensee has not taken adequate steps for the commercialization of the at Mount Carmel College – owned intellectual property, the Mount Carmel College may consider revocation of the license and assigning it to another party, after following due process. It is important to add this as a clause in any agreement entered into by the Mount Carmel College, with regard to commercialization of technologies.

Sharing of Costs with regard to IP protection

With regard to the costs involved in IP protection, the following is suggested:

1. The expenses involved in obtaining and maintaining IP protection may be shared between the parties, depending on who owns the IP. If the Mount Carmel College is the sole owner of IP, the costs of IP protection shall be borne by the Mount Carmel College.
 - i. In case the Mount Carmel College refuses to incur expenditure in protecting IP, inventor may be allowed to file IP applications in the name of the Mount Carmel College at their own costs. Under such circumstances, IP filing costs may be recouped as per the provisions relating to benefit sharing as described under the Licensing agreements and revenue sharing section.
2. If the IP ownership is shared with external partners, the costs for IP protection may be shared by both the parties, based on the terms and conditions provided in the agreement.
3. It is preferable that any costs involved in the transfer of rights/ ownership of the Mount Carmel College – owned IP may be borne exclusively by the licensee, assignee or person acquiring such rights.

Waiver of IP rights by the Mount Carmel College

1. Subject to any associated agreements, or any other agreement thereof, the Mount Carmel College may waive its rights, if the Mount Carmel College decides not to pursue the protection of IP within a period fixed by the Mount Carmel College, from sufficient disclosure by the researcher(s) to the Mount Carmel College (*for example: nine months*).
2. The Mount Carmel College shall take all efforts to convey the decision to the researcher, whether to pursue or not pursue the protection of IP, within a stipulated time period, after sufficient disclosure by the researcher, to the Mount Carmel College. Under all such circumstances, unless explicitly agreed to, the Mount Carmel College, shall retain a non-exclusive, royalty-free, irrevocable, and worldwide license to use the IP for research and educational purposes.

Use of Academic Institutions' IP Resources

The Mount Carmel College may allow the use of the following IP resources by third parties as per conditions given there under:

- (i) Intellectual Property already in existence and owned by the Mount Carmel College;
- (ii) Usage of the name, logo, or trademark of the Mount Carmel College in the creation

and marketing of intellectual property.

Conditions:

1. They will be used only in public interest;
2. They will be used:
 - i. in a responsible manner to create a product/process conforming to environmental safety and good manufacturing practices promoted by the Government of India and its regulatory bodies;
 - ii. in promoting truthful claims and information, i.e., not for misleading the society or users;
 - iii. without any liability on the university in case of misuse of trademark(s) or accidental damage accruing due to use of trademark(s).

Dealing with IP rights owned by third parties

Use of technology protected by IPRs like patents and designs

It is possible that researchers may have to use diverse technology/ design/ software, as part of their research. Under all such circumstances, due care and attention must be given, for not infringing the IP rights of third parties. Some of the licenses may have restrictions with regard to kind of usages permitted. It is important to ensure that due and necessary permissions are obtained from IP owners prior to engaging in any use which moves beyond the terms of license or as permitted under the relevant statute(s) in India.

Whenever researchers use copyrighted material for teaching or research purposes, it needs to be ensured that the use is within the permission obtained from the concerned copyright holder(s) or is within the boundaries of exceptions provided under the Indian copyright law. The scope of different educational use-related exceptions under Indian copyright law have been interpreted by different courts in India.

- i) The Mount Carmel College may create an Institutional Repository and a link to the same may be provided on their official website. This repository shall include dissertations, theses, papers, publications, and other in-house publications. In the absence of an institutional repository, the researchers may submit such works in other open repositories in the relevant subject area.
- ii) The researchers may be encouraged to license their works under an open license so that other researchers can also use the research outputs by providing appropriate attribution to the researchers.

Confidentiality, Data Protection and Privacy

All users of information, documents and/or data within the Mount Carmel College, must ensure that the same is always held securely and all activities pertaining to such information,

documents and/or data will be kept confidential by the user(s) and will be used only for purpose of such activities. The Mount Carmel College shall strive to protect the data and personal information against unauthorized access, loss, destruction or breach. It is suggested to have proper non- disclosure agreements with the user(s) in place to secure such confidential information, documents and/or data.

Notwithstanding the above, any information which falls within one of the following shall not be treated as Confidential Information:

- i. already under public domain;
- ii. is required by law or regulation to be disclosed;
- iii. is independently developed by the researcher; and
- iv. is received from a third party having no obligations of confidentiality to the disclosing party.

Publications

- i) Any publication, document and/or paper arising out of research activities shall be owned jointly by the Mount Carmel College and researcher(s). The use of name, logo and/ or official emblem of the Mount Carmel College shall not be done without prior written permission from the institution.
- ii) While the researcher may publish material relating to the research, it may be better for both the researcher and the Mount Carmel College to jointly decide on any publication to be made.
- iii) Particular care needs to be taken that no publication is made till the patent, if applicable, is filed.
- iv) The Mount Carmel College may retain the right to require exclusion of certain portions from the information being published.

Disputes & Appeals

- i) The Mount Carmel College appoint a committee of experts to address the concerns of the aggrieved person(s) and all disputes thereunder shall be dealt with by this committee.
- ii) The decision taken by this committee should be within a prescribed time period (as decided by the Mount Carmel College/ committee) from submission of said concern. Over and beyond

The above, with respect to any legal dispute arising under these guidelines, the relevant provisions of law shall be applicable.

- iii) In case of any disputes between the Mount Carmel College and the inventor(s) / creator(s)/ any other aggrieved person(s), regarding the implementation of these guidelines, scope, operation or effect of any contract/ agreement entered into, or the validity or breach thereof, the inventor(s) / creator(s)/ any other aggrieved person(s) may appeal to this committee appointed by the Mount Carmel College.
- iv) If the inventor(s) / creator(s)/ any other aggrieved person(s) is not satisfied with the verdict/

decision of the committee, mechanisms such as: Alternate Dispute Resolution (ADR), Arbitration & Conciliation, Mediation, or appeal to the Court of Adjudication nearest to the Mount Carmel College, may be opted and the same shall be governed by the appropriate laws of India.

Lead Coordinator: This position may be allotted to 1 senior faculty who shall be responsible for making sure that all the mandates are followed and the roles and responsibilities for effective functioning are judiciously followed. The Lead Coordinator shall also be responsible for using his or her network to reach out to industries for collaboration with the universities. **Compulsory:** Must have basic knowledge on IPRs.

Deputy/ Assistant Coordinator: This position may be offered to 2 junior faculties who shall be responsible for day-to-day operations of the IP Cell and will coordinate with the students. The responsibilities of Deputy Coordinator and Lead Coordinator will more or less be the same.

Student Coordinator(s): One or more 1st and 2nd year students who have interest in the field of IPRs may be appointed as student coordinators. They will work under the

guidance of Lead Coordinator/ Deputy Coordinator/ Assistant Coordinator towards achieving the goals of the IP Cell.

Campus Ambassador/ IP Ambassador: 3rd/ final year students of the Mount Carmel College with experience and zeal in the field of IPRs may be enrolled as Campus Ambassadors/ IP Ambassadors who will work with the Student, Deputy and Lead Coordinators in nurturing the ecosystem of innovation and creativity in the Mount Carmel College.

Verticals

The Mount Carmel College to have one or more of the following verticals in the IP Cell:

- i) Awareness/ Public Outreach – This vertical will focus on conducting intra – Mount Carmel College – Workshops/ Seminars/ Conferences on IPR, in-house workshops, Mount Carmel College – Industry Linkages, Student Activity Forum.
- ii) Education – This vertical will focus on facilitating credit courses/ content material, research projects, advanced/ TOT programs.
- iii) Operations – This vertical will focus on creation of database for IP filings in the Mount Carmel College, technology transfer, IP management and related industrial interaction thereof.

- iv) Legal Assistance – This vertical will focus on general and day to day legal assistance required for industry-academia collaborations, confidentiality agreements, forms and fees regard IP filings, in-house intellectual property, publications, et al.
- v) Administration – This vertical will focus on all matters involving payments, expenditure, resource allocation and budgetary approvals related to the general functioning and administrative as well as statutory functions of the IP Cell.
- vi) Due Diligence – This vertical will focus on all matters pertaining to possibilities of plagiarism, counterfeiting, patent infringement and other related IP issues.