

**INTELLECTUAL PROPERTY RIGHTS (IPR)  
&  
TECHNOLOGY TRANSFER (TT)  
POLICY**

**Assam down town University  
Panikhaiti, Guwahati,  
Assam-781026**

**Name of the Policy:** Intellectual property rights and Technology transfer policy

**Policy Serial No.: AdtU/Year of framing/Serial Number**

**Policy abbreviated as:** IPR-TT

**Version:** 1.0

**Policy Issue/Notification Number/Memo No. and Date:**

Identifies the section of the Policy Library in which it resides, as well as its position within the section.

**Policy Title (Required):**

Intellectual property rights and Technology transfer policy

**Date of Release:**

**Supersedes:** NA

**Effective from:**

**Approved by:** Vice Chancellor

**Approval Date:**

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**Terminated on:**

**Supersedes by:**



**Add on Circulars/Notifications/Resolutions**

(Loose sheets to be added if this page is full)

Sl. No.	Issue date	Issued by	Affected clause of the policy	Available at	Remark

**FOREWORDS:** Intellectual Property Rights (IPR) are essential tools in today's global economy, providing protection for innovative ideas and creations. This IPR policy aims to provide guidance and support to firms in navigating the complex landscape of intellectual property rights, ensuring that their innovations are protected and that they can benefit from their creativity and hard work. Whereas Technology transfer is a vital component of modern economies, enabling the dissemination of knowledge and innovation, and fostering economic growth and development. This technology transfer policy sets out guidelines and strategies to facilitate the sharing of technology and knowledge between research institutions, businesses, and other stakeholders, with the aim of accelerating the commercialization of research and promoting economic growth.



**Date:** 31.7.2021  
**By:** Directorate of Research

## 1. Introduction

The faculty members, research scholars, students and staff of Assam down town University (AdtU) are actively engaged in diversified research activities. Many of these research outcomes lead to generation of Intellectual Property (IP) which may have commercial significance. The AdtU management, realizing the importance of protecting such IP through Intellectual Property Rights (IPR) and earn institutional recognition through technology transfer has created the Patent Office at AdtU. The responsibility of the office is to identify and convert prospective UG/PG/PhD project innovations or any other inventions into IPRs and transfer the IPRs to industries.

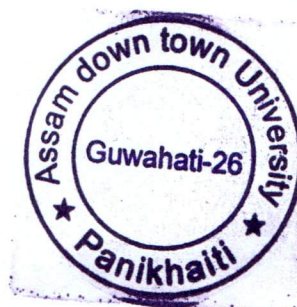
## 2. Objectives

- a) To promote Intellectual Property(IP) generation through research and Innovation, and the protection of IP through IPR related prior art search activities and awareness workshops.
- b) To protect the legitimate interests of faculty members/research scholars /students/funding organizations/collaborators to avoid conflict of interests.
- c) To ensure a standard process for the application and control of IPR for AdtU.
- d) To ensure a standard process for sharing of the revenues generated through technology transfer of IPRs to industries.
- e) To enter into appropriate agreements with the faculties, non-teaching staffs, teaching staffs who undertake research activities.

The **IPR & TECHNOLOGY TRANSFER POLICY OF AdtU** is applicable to all personnel belonging to AdtU, and cover`s all different classes of Intellectual Property viz., Patent, Copyright, Design, Trademark, and its registrations and Confidential Information of IPR. The non-AdtU personnel associated with IPR activity are identified through MOUs/agreements/contracts between individuals or institutions wherever applicable.

## 3. IP Ownership:

The AdtU shall be the owner of all invention(s) created by teams of AdtU and non- AdtU personnel, associated with any activity of AdtU, unless specific agreements or contracts are entered into by the university as described below prior to the creation of the IP.



AdtU shall be free to enter into agreements with overseas institutions for protection and licensing of the IP.

The renewal fees for patents taken up solely by AdtU will be paid by AdtU. If it is a joint patent with other sponsors, the costs will be shared between AdtU and the sponsor based on the contract/agreement. Payment on renewal is decided by the competent authority of AdtU based on the commercial exploitation status of the patent.

All agreements including but not limited to the following categories, undertaken by any AdtU personnel need to be approved by the competent authority of AdtU.

- Non-Disclosure Agreements
- Consultation agreement
- License agreement
- Technology transfer agreement
- Collaboration agreement

The name and logo of AdtU belongs to the institution and cannot be freely used in any commercial transactions without a written consent from the competent authority of AdtU.

#### **4. Technology Transfer of IP**

AdtU shall strive to market the IP (patented or non-patented) and identify potential licensee(s) for the IP to which it has ownership. The creator(s) shall assist in this process. AdtU may contract the IP to a technology management agency, which manages the commercialization 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.

Optionally, if AdtU has not been able to commercialize the creative work in a reasonable time frame of 24 months, the creator(s) may approach the competent authority for the assignment of rights of the invention(s) to them.

#### **5. Copyright**

- i. All ownership of copyright works rests with the creator except if the work is produced during the course of sponsored or collaborative activity and with specific provisions related to IPR in contract.
- ii. The ownership of the copyright will rest with AdtU if it is created with significant use of



resources of AdtU

iii. The ownership of copyright of teaching material developed as a part of academic programs rests with AdtU.

iv. All works including technical reports, PhD thesis are to be copyrighted in the name of AdtU with a copyright note AdtU@ (year). It is the responsibility of the author/creator that their creation does not violate any copyright rules or ethical standards.

## **6. Publications:**

The faculty, students and other staff of AdtU are encouraged to generate publications except for the following restriction:

a. If the publication of the work is based on a sponsored research, due permission is required from the sponsor or strictly follow the guidelines in the contract with the sponsor

b. In case of generation of patentable outcome, the IP has to be registered as a patent or copyright before publishing the content.

## **7. Software:**

c. The creators of the software are to protect its IPR as per the procedures and in line with the IP protection of the other IPs like patent, copyright etc.

d. The software created for the purpose of teaching and further research can be freely distributed by the authors.

e. If the software created out of a sponsored research, then due permission from sponsor or strictly follow the guidelines in the contract with the sponsor.

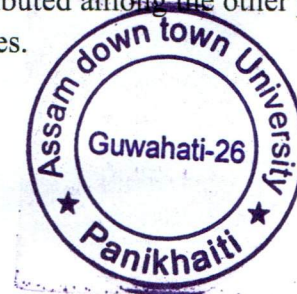
f. The creators/authors should follow the norms, terms and conditions of the original software platform owners if their new improvements have been based on those software platforms.

## **8. Revenue sharing:**

The value of respective IP in commercialization shall be at the sole discretion of AdtU. The net earnings from the commercialization of IP owned by AdtU would be shared as follows:

a) The inventor(s) share would be declared annually and disbursement will be made to the inventor(s), based on their association with AdtU at the time of disbursement. The continuation of the payment to the inventor once he/she leaves the institution will be at the discretion of AdtU.

b) In the event of payments received from interested parties before commercialization of IP, like rewards, patenting bonus, etc., the inventors' share will be 50%, irrespective of the value. Further, the share of 60% allocated for the inventors shall be distributed among the other personal involved/associated with the inventions as per prescribed guidelines.



c) The revenue share will be 60% for inventor(s) and 40% for AdtU. Further, the share of 60% allocated for the inventors shall be distributed among the other personal involved/associated with the inventions as per prescribed guidelines.

d) Co-inventors 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.

e) If the patent is co-owned between AdtU and sponsors, the revenue sharing will be based on the contract/agreement between the Institution and sponsors.

#### **9. Disclosures, Confidentiality and Assignment:**

a) For sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of creative work are applied.

b) For all other invention(s) produced at AdtU, if the inventor(s) wish to protect the invention(s) they produce, then they are required to disclose the creative work to the IPR cell of AdtU at the earliest date using the **Invention Disclosure Form (IDF)** (available on university website). The inventor(s) shall assign the rights of the disclosed invention to the university.

c) The IDFs submitted will be evaluated by the IPR cell, on the patentability and based on the patentability report will initiate the filing process.

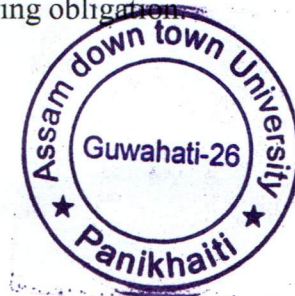
d) In case AdtU is not willing to apply for the patent or register the invention, the inventor can apply for the patent with their own funds, after obtaining written permission from the competent authority. The revenue sharing in such cases will be decided by a special committee constituted by the Vice Chancellor.

e) All AdtU personnel and non-AdtU personnel associated with any activity of AdtU shall treat all IP related information which has been disclosed to the IPR cell and/or whose rights are assigned to AdtU, or whose rights rest with AdtU personnel, as confidential.

f) Such confidentiality shall be maintained till the date as 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.

#### **10. I. Infringements, Damages, Liability and Indemnity Insurance:**

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



b. AdtU shall also ensure that AdtU personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.

c. AdtU shall retain the right to engage or not in any litigation concerning IPR license infringements.

d. AdtU shall claim damages from the Licensee on publishing the invention to general public without the permission from the competent authority on using AdtU resources on creation of inventions.

e. In the event any other faculties, research scholar, students or staffs of AdtU violates any of the provisions herein AdtU is entitled to claim damages, Seek Infringement and other legal remedies.

#### **11. 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 from the competent authority taking into consideration this fact.

#### **12. Jurisdiction:**

As a policy, all agreements to be signed by AdtU shall have the jurisdiction of the courts in Guwahati only and shall be governed by appropriate laws in India.

#### **13. Definitions:**

a. 'Inventor' means faculty, students, staff or visiting faculty who has/have written or created a creative work. It also includes any person who signs an agreement or MOU with AdtU for any work that results in IP creation.

b. 'Invention' includes but is not limited to any new and useful design, process, formula or machine conceived or first reduced to practice in whole or in part, defined within the purview of the Indian Patent Act. The inventions result in but not limited to Patent, copyright works, software, designs, PCB and circuit layouts. Inventor(s) are person(s) who produce an invention.

c. 'Co-inventors' are the co-authors of the invention

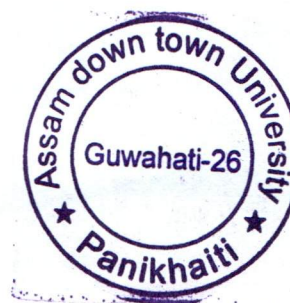
d. 'Patent' means the exclusive right granted by law for making, using or selling an invention.

e. '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.

f. 'Design Registration' is Registration of the novel non-functional features such as shape, or ornamentation of a product.

g. 'AdtU personnel' includes but is not limited to the faculty, students, staff or visiting faculty, researchers and scientists at AdtU, Guwahati.

h. 'Institution' refers to AdtU.





i. 'Intellectual Property' includes but is not limited to copyrights and copyrightable materials, database rights, patented and patentable inventions, tangible research results, trademarks, service marks and trade secrets.

j. 'Licensing' is the practice of renting the intellectual property to a third party

k. 'PCT Application' A PCT (Patent Cooperation Treaty) 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 Organization (WIPO) in Geneva. It is not a patent granting system.

l. '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.

m. 'Ethical standards' refer to principles that when followed promote values such as trust, good behavior, fairness and/or kindness

n. 'Net Earnings' mean earnings resulting from the licensing or commercialization of the IP, reduced by the actual expenses incurred in obtaining and commercialization of the IP, including the outstanding expenses.

#### **Procedures (Optional as a Separate Section)**

**Responsible Office(s)** Directorate of Research, Innovation and Outreach

**Effective Date (Required)**

**Policy History:** NA

**Linked policy (ies):** NA

**References:** NA

**Amendment of a Policy:** NA

**Approving authority of the Policies:** Vice Chancellor/Chairman, Academic Council/Chairman, BoM

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