



**ST. TERESA'S COLLEGE (AUTONOMOUS),
ERNAKULAM**

INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY

"IGNITE YOUNG MINDS TO INNOVATIONS"

INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY

1. PREAMBLE

Over the past several decades, St. Teresa College (hereinafter referred to as STC/Institute) has been dedicated to nurturing highly skilled scientific and technical talents and providing solutions to various challenging technological issues across different fields. With its exceptionally qualified faculty and supporting staff, the Institute aims to establish itself as a leading centre for teaching and research, consistently focusing on academic excellence, research, and innovation.

Recognizing the value of intangible assets, including innovations, copyrights, know-how, designs, and other creative outputs generated during the intellectual and scientific endeavours of its faculty and students, STC acknowledges that these assets provide a competitive advantage. To provide clear guidelines and regulations concerning intellectual property rights (IPR), their ownership, commercialization, technology transfer, and confidentiality requirements, the college has formulated its intellectual property policy. This policy aims to guide faculty, staff, students, research scholars, and external partners on IPR practices within the institution.

It is essential to note that as the country's IPR policy evolves, this document should be considered more as a guiding principle than a rigid legal norm. To ensure that the IPR Policy remains relevant and is in line with changing legal and regulatory requirements, business standards, and the changing needs of the Institute and its stakeholders, the Institute will periodically review and update it. This document, along with its annexures containing valuable information on IPR, as well as the addendum providing Operating Guidelines, serves as a comprehensive guide to managing Intellectual Property at STC.

2. PURPOSE

The objectives of the IPR policy are as follows:

1. Facilitate, encourage, promote and safeguard scientific inquiry, research endeavours as well as the academic freedom of its faculty, researchers and students;
2. Cultivate an innovative culture within the Institute that encourages and nurtures the creation and advancement of Intellectual Property;

3. Establish clear guidelines outlining the rights and responsibilities of the Institute's faculty, staff, and students while safeguarding the Institute's interests and the interests of its members;
4. Develop a policy and set of procedural guidelines for managing intellectual property rights to effectively transform the Institute's knowledge into economic value;
5. Empower the Institute to utilize its intellectual property in a manner that maximizes benefits for the Institute, inventors, and society at large;
6. Cultivate the Institute to become a premier academic research institution that is committed to excellence in scholarship and education by sharing the intellectual property generated within the Institute with the community and society at large for their advancement and benefit.

3. SCOPE

This policy is inclusive of all intellectual property rights arising from inventions, creations, or discoveries made by various stakeholders affiliated with the Institute. These stakeholders include faculty, staff, students, research scholars (both internal and external), individuals working on sponsored research and consulting projects, as well as visiting scientists, professors, and professionals engaged in teaching and research activities at the Institute, whether on a full-time or part-time basis. The policy covers intellectual property such as patents, trademarks, designs, copyrights, know-how, and confidential information resulting from scholarly research.

4. POLICY STATEMENT

The Institute's primary objectives and functions encompass teaching, research, and addressing community and societal needs. In alignment with these goals, the Institute is committed to promoting, safeguarding, managing, and commercializing intellectual property. It actively supports the monetization and utilization of IP, which can serve as a supplementary source of income for the Institute and bring about beneficial outcomes for its employees and students. While doing so, the Institute also acknowledges and upholds traditional academic values and aspirations.

5. DEFINITIONS

1. **Intellectual Property (IP):** IP refers to intangible assets encompassing various outcomes, such as results, conclusions, deductions, inventions, ideas, improvements,

discoveries, enhancements, solutions, processes, modifications, know-how, data, information, designs, software programs, genetically engineered microorganisms, business models, logos, trademarks and copyrightable works, which are the output of the intellectual efforts contributed by the Institute's faculty, staff, students, research scholars, and other employees. IP can arise from research supported or sponsored by the Institute, industrial consulting, joint research, or development activities.

2. **Intellectual Property Rights (IPR):** IPR denotes the rights derived from intellectual property, including patents, trademarks, designs, copyrights, geographical indications and other applicable rights.
3. **Background Information:** Background information pertains to technical knowledge and know-how owned or controlled by the partners engaged in a collaborative Research and Development program before the commencement of the program. This knowledge is typically relevant to the subject matter of the program or related fields necessary for its execution.
4. **Background Intellectual Property:** Background intellectual property refers to the pre-existing intellectual property owned or controlled by the partners involved in a collaborative research and development program before the program's initiation. This IP is typically within the same field as the subject matter of the program or in related fields, and it is necessary for the successful execution of the program.
5. **Foreground Intellectual Property:** Foreground intellectual property refers to the intellectual property that is generated during the course of a collaborative research and development program. This includes any new IP or innovations resulting from the joint efforts of the partners during the program's duration.
6. **Institute Personnel:** In the context of this policy document, Institute Personnel encompasses all members affiliated with the Institute, such as faculty members, staff, students, research scholars (both internal and external), visiting scientists, professors, and other professionals, whether employed on a full-time or part-time basis.
7. **Licensing** means granting of permission to use by the owner of the intellectual property to another party by way of permitted use as per agreed terms which may or may not include royalty.

6. INTELLECTUAL PROPERTY RIGHTS CELL (IPR CELL)

The Intellectual Property Rights Cell (IPR Cell) is established to formulate rules, guidelines, and policies that are to be adopted by STC after receiving due approval from the Management,

Board of Directors, or Chairman of the institute. The primary responsibility of the IPR Cell is to conduct official activities to facilitate the utilization of these approved rules and guidelines. Specifically, the IPR Cell ensures the efficient and prompt handling of IPR applications and plays a crucial role in effectively implementing the Institute's policies and guidelines concerning Intellectual Property Rights.

The cell constitutes of the following:

1.	Convener of the IPR Cell	To be nominated by the manager from amongst the Senior Professors of the Institute
2.	Two Associate Faculty members	To be nominated by the manager from amongst the Faculty of the Institute
3.	IPR legal Advisor/consultant	To be nominated by the manager. He/She will also assist in drafting and evaluation of MoUs and filling of patent and copyright applications.

7. OWNERSHIP AND DISCLOSURE OF IP / IPR

1. The ownership of all IP / IPR shall vest with STC. All rights to license, assign or transfer the same shall vest with STC.
2. All inventions or discoveries or IPR created by students or faculty of the college shall be promptly disclosed and assigned to STC. The same is necessary to initiate protection of the intellectual property with the appropriate Intellectual Property offices.
3. The IPR created shall not be published anywhere without the consent of STC. Publishing before filing of patent applications may hamper novelty and lead to loss of valuable patent rights.

8. REVENUE SHARING

1. Revenue accruing out of the commercial exploitation of IP, including the technology transfer fee and subsequent royalty payments shall be distributed in accordance with the terms outlined in the Memorandum of Understanding (MoU) between the inventor(s)/creator/author and STC.

2. In cases where the intellectual property is jointly held by collaborating departments within the college or with other collaborating institutions, the distribution of shares must be approved and endorsed by the lead inventor and STC.

9. CONFLICTS

1. In the event of any conflict of interest related to the invention or discovery or any issues pertaining to IPR infringement, the inventor/creator/author or the Head of the department involved should promptly disclose such conflicts to the IPR cell who in turn shall bring it to the attention of the management of STC.
2. The college discourages its students and faculty from engaging in legal disputes. However, if any legal disputes arise concerning the implementation of the intellectual property policy, efforts will be made to address the concerns through an internal arbitration mechanism to reach a mutually agreeable resolution. The decision made by the internal arbitrator appointed by the management of STC in this matter shall be considered final and binding.

10. IPR FILING

1. All IPR applications, regardless of whether the inventions / creations have resulted from in-house research projects or sponsored projects, must be filed through the college's IPR cell in the name of STC.
2. Utmost care should be made to ensure that the details of the intellectual property under consideration are not disclosed to the public or other faculty members/researchers from other institutions.
3. The proposed applications for IPR will undergo analysis and evaluation by the college's IPR cell. The inventor/s / creator/s should provide a concise presentation of their invention to the college's IPR cell.
4. The official procedures related to IPR filing and follow-up will be handled and communicated by the IPR cell.
5. In the event that the inventor(s) decide to abandon or withdraw from the IPR procedures at any stage of the filing process or after submitting the application, prior approval from the IPR cell is mandatory.
6. The inventor, during his association with STC or even after cessation of the same, shall make himself available to sign any document or complete any formality, as and when required, for patent application procedures.

11. IPR FILING EVALUATION PROCESS

1. The inventor(s) must submit an Invention Disclosure form or Copyright Disclosure Form to the IPR Cell. This form provides detailed information about the invention or creative work, its potential applications, and any relevant prior art or similar works. The Disclosure form shall explicitly indicate the inventor's consent to have all rights in the identified invention assigned in favour of STC.
2. The IPR Cell will review the submitted disclosure forms and call for a presentation before the Evaluation Committee. During this presentation, the inventor(s) will have the opportunity to explain the innovation or creative work in more detail, answer questions, and provide additional insights.
3. After the evaluation process, the Evaluation Committee will determine which applications qualify for further consideration. The qualified applications will then be processed for intellectual property filing through the IPR Cell in the name of STC. This may involve patent filing, copyright registration, or other appropriate forms of protection based on the nature of the innovation or creative work.

12. RECORD KEEPING PROCEDURES

The Institute shall follow systematic record-keeping procedures for all information and points of interest generated by an inventor during the process of creating intellectual property. The following guidelines are observed:

1. Avoid using abbreviations or terms without clear explanations, unless a table at the beginning or end of the book/document provides a clear explanation of the terms used.
2. Crucial data, descriptions, or tests relevant to significant discoveries or innovations should be signed and verified by the creator, supervisor, or project facilitator.
3. Any modifications made should be clearly marked by striking through the erased matter and writing "cancelled" next to it. The revised information, clearly marked as such, should be immediately entered below, and verified by the inventor with their initials and the date.
4. Samples of new products or products created through novel methods should be preserved, if possible, and photographed for the record. Each photograph should be dated and signed by the creator on the reverse side.

13. TECHNOLOGY TRANSFER

STC's Intellectual Property, whether owned solely by STC or jointly with other institutions or industry partners, will be actively promoted for commercial use through agreements that facilitate technology transfer, licensing, and revenue sharing models. The inventors shall assist in this process in any necessary capacity.

14. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY

As a standard policy, STC shall include clauses in contracts with licensees to seek indemnity from any legal proceedings. This indemnity will cover a broad range of issues, including but not limited to manufacturing defects, production problems, obligations related to upgrading and debugging etc. Furthermore, STC shall ensure that they are indemnified according to the agreements with licensees when transferring technology or copyrighted material to them.

STC will also retain the right to decide whether to engage in litigation or refrain from taking legal action concerning IPR infringement and license issues.

15. DISPUTE RESOLUTION

In the event of any IPR disputes, the aggrieved party has the right to appeal to the Chairman/Principal of the Institute. An earnest attempt will be made to address and resolve the concerns raised by the aggrieved party through amicable discussions and if required through an internal arbitrator appointed by the Chairman/Principal. The decision made by the Chairman/Principal in this regard shall be considered final and binding.

16. JURISDICTION

As a standard policy, all agreements signed by the college and any disputes arising from those agreements will be subject to the jurisdiction of the High Court of Ernakulam, Kerala. Furthermore, these agreements shall be governed by the appropriate Rules and Laws of India.