



St. Albert's College (Autonomous)

An initiative of Archdiocese of Verapoly

Affiliated to Mahatma Gandhi University, Kottayam

(Accredited with "A" Grade by NAAC)

Intellectual Property Rights (IPR) Policy

Revised on: 02-02-2021

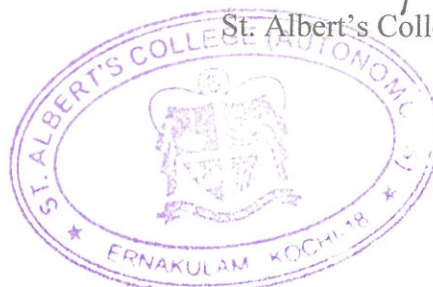
Approved by: Chairman



St. Albert's College (Autonomous)

Prepared by:
Dean – Research

Revised date: 02-02-2021



Approved by:
Chairman

Revision number: 2

Intellectual Property Rights (IPR) Policy

Preamble

Intellectual property plays an important role in providing a competitive edge to an organization. The intangible assets of an organization such as knowhow, inventions, brands, designs and other creative and innovative products are, today, often more valuable than its physical assets. Keeping this in mind, this Intellectual Property Rights (IPR) Policy of St. Albert's College (Autonomous), seeks to provide guidance to teaching and non-teaching staff, students, scholars, and outside agencies on the practices and the rules of St. Albert's College (Autonomous) regarding IPR and obligations which include the nature of Intellectual Property (IP), its ownership, exploitation, technology transfer and confidentiality requirements. The IPR policy is expected to fulfil the commitment of St. Albert's College (Autonomous) to promote academic freedom and provide a conducive environment for research and development.

Applicability

This policy shall be applicable to all employees of St. Albert's College (Autonomous), as well as other personnel associated with any activity of the College, such as, but not limited to Research, Consultancy or Education Programmes, and covers different classes of IP including Patents, Designs, Trade Marks/Service marks, Copyright, Integrated Circuits Layout, Trade Secret and confidential information.

Any alterations in this policy will not be effective until the Intellectual Property Rights Committee (IPRC)¹ takes a unanimous decision, which is approved by the Governing Council of the College and such changes would be effective for inventions and other research results arising in the future.

Staff of St. Albert's College (Autonomous) is required to observe policy on IPR as may be decided by the Governing Council from time to time.

¹ IPRC shall comprise of Principal as Chairman, Dean (Research) as Coordinator and three additional members nominated by the Chairman of the Governing Council of the College. It can also include experts if necessary.

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Disclosure

When the creators believe that they have generated patentable or commercialisable IP, they shall report it promptly in writing along with relevant documents, data and information, to IPRC using the Invention Disclosure Form of St. Albert's College (Autonomous). Disclosure is a critical part of the IP protection process for claiming the ownership. The information shall constitute a full and complete disclosure of the nature, particulars and other details of the IP, identification of all persons who constitute the creator(s) of the property, and a statement of whether the creator believes he or she owns the right to the IP disclosed, or not, with reasons

Confidentiality

All employees of St. Albert's College (Autonomous) and other personnel associated with any activity of the College shall treat all IP related information which has been disclosed to the IPRC and/or whose rights are assigned to the College, or whose rights rest with the employees of the College, as confidential. Such confidentiality shall be maintained till such date as is demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public. Having filled the Disclosure Form, the creator shall maintain confidentiality i.e. refrain from disclosing the details, unless authorized otherwise in writing by the Principal and the Manager of the College, until the College has assessed the possibility of commercialisation of the IP.

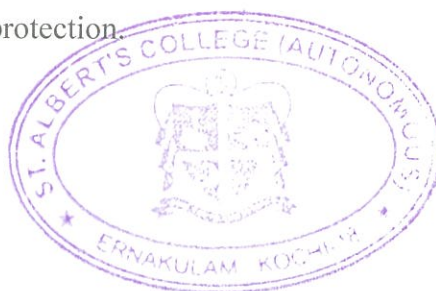
Subject to the right of academic freedom, St. Albert's College (Autonomous) staff shall not directly, except in the proper course of their duties, either during or after a period of their appointment, disclose to any third party or use for their own purposes or benefit or the purposes of any third party,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

Evaluation Decisions

The IPRC of St. Albert's College (Autonomous) will evaluate the disclosure made by the creator and determine whether there is a good prima facie case for believing that the IP has economic value and it needs IPR protection.

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The College shall communicate to the creator within 90 days from the date of disclosure, its decision whether the

1. The College wishes to own and commercialise the IP.
2. The College is unwilling to commercialise the IP.
3. Ownership of the IP is doubtful.

Authority of Contracts

All commitments, agreements, Memoranda of Understanding (MoUs), etc. relating to commercialisation or exploitation of St. Albert's College (Autonomous) owned IP will be granted in the name of the College, for and on behalf of the College, by the chairman of IPRC.

All agreements including but not limited to the following categories, undertaken by any employee of the College and the students need to be approved by the IPRC:

1. Allegiance, Affirmation & Confidentiality Agreement
2. Consultation Agreement
3. Evaluation Agreement
4. Research and Development Agreement (R&DA/MOU)
5. License Agreement
6. Technology Transfer Agreement
7. Alternative Dispute Resolution Agreement
8. Classified Information Non-disclosure (specific) Agreement

The Chairman of the College shall act as the final signing authority in all the categories of agreements listed above.

Intellectual Property and its ownership

Copyrights

St. Albert's College (Autonomous) will not own the rights in copyrightable works such as books, articles, monographs, lectures, speeches and other communication produced by the employees in the course of research and teaching using the College resources, but, due credits

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need to be mentioned in the work without any exceptions. Ownership of copyright of all copyrightable work shall rest with the author(s) with the following exceptions:

1. If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IP, made in contracts governing such activity, shall determine the ownership of IP.
2. St. Albert's College (Autonomous) shall be the owner of the copyright of work, including software, created by the employees of the College.
3. St. Albert's College (Autonomous) may demand assignment of the copyright in whole or in part depending on the degree of College supported resources used in producing the copyrightable work.
4. St. Albert's College (Autonomous) shall be the owner of the copyright on all teaching materials developed by the employees of the College as a part of any of the academic programs at the College. However, the authors shall have the right to use the material in his/her professional capacity.
5. St. Albert's College (Autonomous) shall be the owner of the copyright of work produced by non-college personnel associated with any activity of the College with the intellectual contribution of the employees of the College. However, the authors shall have the right to use the material in his/her professional capacity.
6. The student and his/her supervisor(s) will jointly have the ownership of copyright in the thesis / dissertation / project report submitted by a student.
7. St. Albert's College (Autonomous) shall be entitled to use all the Audio-Video records created by the College [recordings of various events organised by the College such as but not limited to recordings of Guest-lectures, Seminars, Workshops, Conferences, papers presented in research summits/conferences etc.], for any purposes as deemed fit by the College.

Where copyright has not been assigned to St. Albert's College (Autonomous), the College will be entitled to a non-exclusive, non-transferable license to use the work within the College for non-commercial educational and research purposes, and to possess a limited number of copies for such purposes, whichever is relevant.

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

St. Albert's College (Autonomous) shall be the owner of all invention(s) including software, design, and integrated circuit layouts, created by a team of the College and non-college personnel associated with any activity of the College.

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

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

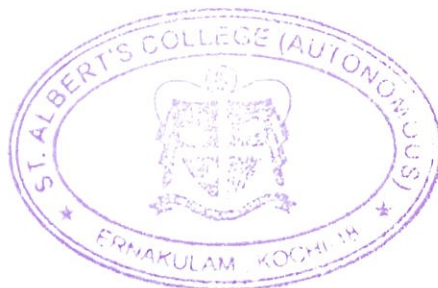
Patents

This section refers to intellectual property that is patentable or protected by confidentiality agreements.

1. St. Albert's College (Autonomous) will require to be assigned to it such intellectual property as is created by the creators through the use of College resources. In this case, the College will take steps to patent or make agreements for further commercialisation. Where a patent is applied for, the creator shall agree to maintain all relevant details of IP as confidential until the patent application is filed. In the case of protection through confidentiality, the same information will be kept confidential as long as the IP has commercial value. The creator shall furnish such additional information and execute such documents from time to time as may be reasonably requested for effective protection and maintenance of proprietary rights of the College in the IP.
2. St. Albert's College (Autonomous) will be the owner of IP created through sponsored research, where, the sponsor refuses/doesn't respond within 90 days of communication about the ownership of IP (If the sponsor has not taken steps to commercialise the property within one year of acceptance of the IP, the College will be free to revoke the license).

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3. The creators of St. Albert's College (Autonomous) owned IP shall retain their right to be identified as such unless they specifically waive off this right in writing.
4. Royalty accruing or any type of payment received from the commercialisation of the College owned IP will be shared between the College and the creators.

Trade mark(s)/ Service mark(s)

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

IPR Policy Administration

Royalty Sharing

Any royalty generated by the commercialisation of IPR, will be shared between the creator/inventor, and the College as follows, after deduction of agreed costs on the prescribed terms and conditions.

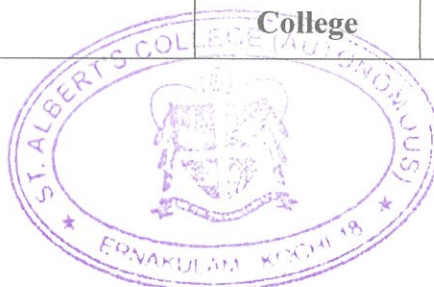
Royalty	Creator/Inventor	St. Albert's College (Autonomous)
Let 'A' be the royalty received from the commercialisation of IPR	70%	30%

Any royalty generated by the commercialisation of IPR, will be shared between the creator/inventor, his or her Department/Centre or Sponsoring agency and St. Albert's College (Autonomous) after deduction of agreed costs borne by the College on the prescribed terms and conditions. It will be shared as follows (or as per the contract of that project):

Royalty	Creator/Inventor	St. Albert's College	Department/centre or Sponsoring
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		(Autonomous)	agency
Let 'A' be the royalty received from the commercialisation of IPR	50%	20%	30%

Infringements, Damages, Liability, and Indemnity Insurance

As a matter of policy, St. Albert's College (Autonomous) shall, in any contract between the licensee and the College, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation. St. Albert's College (Autonomous) shall also ensure that the employees of the College have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees. St. Albert's College (Autonomous) shall retain the right to engage or not in any litigation concerning patents and license infringements.

Conflict of Interest

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and/or their immediate family have in the company. A license or an assignment of rights for a patent to a company in which the inventors have a stake shall be subject to the approval of the Chairman of the College taking into consideration this fact.

Dispute Resolution

In case of any disputes between St. Albert's College (Autonomous) and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Chairman of the Governing Council of St. Albert's College (Autonomous). Efforts shall be made to address the concerns of the aggrieved party. The Chairman's decision in this regard would be final and binding. The IPRC shall have the responsibility for interpreting the policy, resolving disputes, the application of the policy and recommending changes to the policy from time to time.

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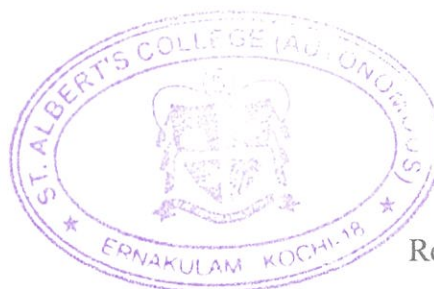
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Legal Jurisdiction

As a policy, all agreements signed by St. Albert's College (Autonomous) and dispute(s) arising from them, will be subject to the legal jurisdiction of the High Court of Kerala only and shall be governed by the appropriate laws of India.

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