

Vidarbha Youth Welfare Society's  
**PROF RAM MEGHE INSTITUTE OF TECHNOLOGY &  
RESEARCH, BADNERA**

**INTELLECTUAL PROPERTY RIGHT CELL (IPR)**

**IPR POLICY OF PRMIT&R, BADNERA**

(wef session 2023-24 & onwards)



**RESEARCH & INNOVATION CELL,  
PROF. RAM MEGHE INSTITUTE OF TECHNOLOGY &  
RESEARCH, BADNERA, AMRAVATI, MAHARASHTRA-**

**444701**

## INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY OF PRMIT&R

### BADNERA

#### **PREAMBLE:**

PRMIT&R Badnera encourages, facilitates, promotes and safeguards scientific investigations and research. The IPR policy of PRMIT & R BADNERA provides guidelines for making inventions and discoveries available to the general public in the interest of the nation at large.

IP policy PRMIT&R Badnera aims to lay down the process for promotion and support to innovators at PRMIT&R Badnera for translating their creative works into IP.

This policy also aims to set forth guidelines for ownership of IP developed at PRMIT&R Badnera by PRMIT&R Badnera personnel, those directly or indirectly associated with PRMIT&R Badnera, either in-house or outsource, seconded or sponsored unless specially covered by a policy to the contrary.

The PRMIT&R Badnera shall address specific cases by using this IPR policy document as guidelines.

#### **1. OBJECTIVES:**

The objectives of this policy document are as given below:

- a) To foster, stimulate and encourage creative activities in the widest sense in all the areas in which academic, consultancy and research programmes are offered by PRMIT&R Badnera.
- b) To protect the legitimate interest of faculty / scholars / students of PRMIT&R Badnera and to avoid as far as possible conflict of opposing interests.
- c) To lay down a transparent administration system for the ownership and control of intellectual properties and sharing of the revenues generated and owned by PRMIT&R Badnera.

#### **2. DEFINITIONS:**

The meaning of terms applied in this policy are as below (unless the context otherwise requires,).

- a) **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.
- b) **Creator** ( Applicant or Co-Applicant) means any employee of PRMIT&R Badnera directly and/or indirectly associated and includes those who are regular faculty and staff members who are on probation, or on contract and those who are employed on temporary basis either in PRMIT&R Badnera and or in projects and those who are researchers or students who are responsible for the creation of an intellectual property using the facilities of PRMIT&R Badnera.
- c) **Intellectual Property** denotes the specific legal rights which applicant or co-applicant and other IP holders may hold and exercise. Intellectual property includes Patents, Trademarks, Copyrights and Industrial Designs each differ in its scope, purpose and effects. IPR aims to exclude third parties from exploiting protected subject matter for a certain specified duration of time without explicit authorization from the right holder.

IPR owners (applicant or co-applicant) can use or disclose their creations without fear of loss of control over their usage during the course of dissemination of their Creation/Invention.

IP confers a bundle of exclusive rights in relation to the particular form or manner in which ideas/information are expressed/manifested in the following and related items.

- i) New and useful scientific and technical advancements in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties etc. which are patentable.
- ii) Industrial and architectural designs, models, drawings, creative, artistic and literary works, teaching resource materials, generated records of research including thesis and dissertations which are copyrightable.
- iii) Trademarks, service mark, logos etc.
- d) **Patent** means a Indian patent granted under the provisions of the Indian Patents Act, 1970, and International patent granted under the provisions of the respective country, later as modified from time to time.

### 3. Ownership of IP:

PRMIT&R Badnera shall be the joint owner along with other patent applicants, for all the intellectual property inventions, software designs and specimens created by other applicants who include faculty members, research scholars, students and those who make use of the resources of PRMIT&R Badnera.

The Inventions created by PRMIT&R Badnera personnel, without using PRMIT&R Badnera resources and created outside their assigned/normal duties/areas of research /teaching shall be owned by the creators.

If an IP has emerged as a result of an Institutional/Industrial consultancy, sponsored to PRMIT&R Badnera the concerned industries and PRMIT&R Badnera shall own the IP. This however will not apply to those IP that are covered under specific MoU's where the action shall be carried out as per the provisions of the MoU's.

If the IP is a result of funds sponsored by an outside agency, then the IP will be shared between PRMIT&R Badnera and the sponsoring agency on case by case basis, as per MOU/Agreement/Undertaking between PRMIT&R Badnera and the outside agency.

A computer software may be patented, copyrighted, trademarked depending upon the IP content. A copyright software may be distributed for research and teaching purposes by its creator after obtaining appropriate undertaking from IPR cell to the effect that it will not be used for commercial purpose nor will it be transferred to any other party without explicit permission of PRMIT&R Badnera.

**4. Internal evaluation of IP:**

PRMIT&R Badnera will coordinate the activities of evaluating, protecting, licensing and managing the IP generated by PRMIT&R Badnera. Further it shall provide guidance to all PRMIT&R Badnera personnel and facilitate protection and deployment of intellectual property issues of ownership, confidentiality, suitable advice from experts, disclosure, patentability and transfer.

An invention will be patented only if it has commercial value and viability for production and marketing. A committee consisting of Principal, Co-ordinator IPR Cell, Director Research Promotion cell, Departmental IPR coordinator and expert member/s nominated by Principal/HOD from allied field of invention to the extent required shall decide the commercial value and related aspects on case by case basis. The committee shall also act to the best of its knowledge to avoid scientific misconduct in research and developmental activities of PRMIT&R Badnera.

**5. Publication Based on IP:**

For patentable IP, it is essential that the patent protection is filed for before the publication or disclosure of it in any other form of public domain. However, Faculty members, research scholars and students can disseminate their creative work through publication for which they generally have freedom, subject to the provisions of Patent Act 1970 in case of Indian patents or under the provisions of the respective country in case of International patents.

**6. Patent filing process:**

Provisional patent application that may arise out of projects/Research activities of PRMIT&R Badnera may be directly applied for by the Creators after obtaining formal permission from PRMIT & R BADNERA through the consultant appointed by the institute from time to time. If the Institute owns the IP, then the patent expenses incurred by the creator for provisional patent protection will be reimbursed to the creator by the PRMIT&R Badnera.

Soon after completing the complete specification protection, PRMIT & R BADNERA through IPR Cell shall decide on the protection of invention in foreign countries. If PRMIT & R BADNERA opts not to undertake such protection in any country requested by the creator, PRMIT & R BADNERA shall assign rights of the IP in that country to the creator.

Appointed consultant will update IPR cell regarding status of application,

publication and grant of IP along with financial details for IP filed through institute via email to The Principal, PRMIT&R, Badnera, and IPR Cell

#### **7. Maintenance of patents:**

For the patents developed at PRMIT&R Badnera and the applicants who wish to protect the patent invention, it is mandatory that the creator has to disclose the creative work by using an Invention Disclosure Form (IDF). The other applicants shall assign the rights of the disclosed invention to PRMIT&R Badnera. All IP related information that is disclosed to PRMIT&R Badnera is confidential.

Confidentiality shall be maintained till the dates stipulated in the contract between the concerned parties. Once the IPR is ensured, the inventor/creator is encouraged to publish the work in the interest of general public.

#### **8. Patent fee:**

PRMIT&R Badnera will pay the patent fees for the first seven years in all cases when patent is taken by PRMIT&R Badnera. If it is a joint patent with sponsoring agency, then the patenting cost will be equally shared. If the other agency does not show interest in such process, PRMIT&R Badnera can either continue the patent by paying the fees for its full term or withdraw application for the patent protection, at its discretion.

#### **9. Transfer of IP:**

PRMIT&R Badnera shall strive to identify potential licensee for the IP to which it has ownership. Generally creators are expected to assist the transfer of IP. PRMIT&R Badnera may contract IP to any of the technology management agency which manages the commercialization of IP. If exclusive rights of IP have not been assigned to the third party, creators may enter into a contract with any potential licenses on their initiative maintaining confidentiality and taking care through Non Disclosure Agreement with the concurrence of PRMIT&R Badnera.

The creator has the first right on the terms and conditions that are agreeable by PRMIT&R Badnera.

#### **10. Revenue sharing:**

The revenue sharing arrangements are as below:

- a. 50 % (fifty percent) of the total revenue (lump sum payment, royalty or any other form) accruing from the commercial exploitation of IP will be credited to the

PRMIT&R Badnera as joint owner of the patent , rest 50 % (fifty percent) of the total revenue (lump sum payment, royalty or any other form) accruing from the commercial exploitation of IP will be credited to the other patentees/ applicants.

b. If the IP is a result of funds sponsored by an outside agency, then the total revenue(lump sum payment, royalty or any other form) will be shared between PRMIT&R Badnera and the sponsoring agency on case by case basis, as per MOU/Agreement/Undertaking between PRMIT&R Badnera and the outside agency.

### 11.Ownership of the copyright:

PRMIT&R Badnera shall be the joint owner of all copyright works including software and all connected teaching materials designed and developed by employees of PRMIT&R Badnera.

Further, PRMIT&R Badnera shall also be the joint owner of copyrights of works produced, including software and all teaching materials developed by persons not directly associated with PRMIT&R Badnera, provided PRMIT&R Badnera has made its contribution in the form of any of the resources.

A soft copy of ME/MTech /PhD thesis works submitted to PRMIT&R Badnera may be forwarded to IPR CELL through departmental IPR coordinator, after exploring the patentable rights if any by constituting suitable committees consisting of experts nominated by The Principal, PRMIT&R, Badnera.

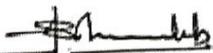
The ownership of copyright by PRMIT&R Badnera will in no way deprive the claims of the creator/author to publish his/her contribution in a scholarly and intellectual way and they have authority to improve, publish and propagate their works.The other aspects such as internal evaluation, filling process, copyright fees and revenue sharing for copyright shall be correlated and seen under the light of clause 4, 6,8 and 10 for patent above respectively.

### IPR POLICY DRAFTING COMMITTEE:

( wef session 2023-24 & onwards)



Dr M V Mohod  
Coordinator,  
IPR Cell,  
PRMIT&R, Badnera



Dr S J Deshmukh  
Dean,  
Research & Innovation cell,  
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Dr G R Bamnote  
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