

The background of the page is a solid lime green. It features a series of white diagonal lines that originate from the bottom left and extend towards the top right. Two vertical white lines are positioned in the center of the page, one above and one below the main title.

IPR POLICY

INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY

Section 1: Introduction

Coimbatore Institute of Management and Technology is one of the premier higher education institutions dedicated to empowering humanity. The college was started in 1995 under the auspices of KKET Trust and is affiliated with Bharathiar University. Over the years, the college has developed into a first-grade postgraduate research institution. The college nurtures an inclusive environment to serve the diverse needs of society.

The college offers MBA, M.Phil and PhD programmes in the management science discipline. The college has a magnificent past, and efforts are being made towards consistent development in the vision of its bright future; therefore, every action is carefully planned to foster the heritage of this institution at all levels of its activities. Strong Linkages with industry and academia have been developed for collaborative research, faculty exchange, student exchange etc. The college aims to be a leading research-driven institute and has established high-end research labs. The research outputs/outcomes from all the centres, DEPARTMENT , students, faculty members & researchers are protected by the IPR policy.

Section 2: The CIMAT Intellectual Property (IP) Policy

IP policy applies to all students, faculty and researchers at CIMAT. Protecting inventions and innovative works through IP entitles the researcher and CIMAT to commercial benefits. Publication of patent without evaluation of the possibility of IPR protection could jeopardize the possible monetary benefits accrued through licensing of IPR.

Evaluation of patent for IPR protection will be conducted by an IPR review committee consisting of one field expert, Dean Research. Evaluation will be based on the technical and commercial merit, market size and potential, interest from industry partners, and novelty and inventiveness based on a patentability search conducted by the researcher. After taking due steps to evaluate the possibility of IPR protection, the institution can either provide IPR protection or give clearance to proceed without it. The Institute's ability to grant waivers to the researcher from non-application of the IPR policy is delegated to the Head of the Institute.

The institution is entitled to decide the nature of the dissemination of the outcome of the research undertaken by the researcher in their employment/engagement with the Institute either through publications or any other means by academic practice.

Section 3: Ownership

CIMAT owns all the Intellectual Property (IP) produced by all CIMAT personnel. CIMAT reserves the right to apply for IP protection in India, the USA, and specific countries for suitable protection of the IP generated by all CIMAT personnel.

Section 4: Funding of IPR costs

In cases where the IP review committee has approved the proposal for IP protection, the Institute will bear all the costs for IP protection, including Government fees, administrative costs, and attorney fees. In cases where the Institute has chosen not to pursue IP protection, the inventors may proceed to patent individually by funding the costs themselves. However, they would still have to name the Institute as a joint applicant and execute an IP assignment agreement that will stipulate the level of ownership of the Institute on case to case basis.

Section 5: Disclosure

CIMAT encourages timely disclosure of all potential IP / Inventions / Innovations generated by the staff member and students. Disclosure enables the institution to take prompt action to protect and disseminate the research activities occurring at CIMAT. The college identifies the relevant statutory and other mechanisms not limited to Patent, Copyright, Trademark, Design Rights, Integrated Circuits, etc., towards registration.

Section 6: IP Licensing and Agreements

For breakthrough patents, the college provides essential security in the form of IP. In such cases, the Institute will do the evaluation, marketing, negotiations, and licensing of the patent. In some instances, CIMAT might use the services of a third party for licensing the technology developed under mutually agreed terms and conditions. (Refer to Annexure 2 for information on Agreements).

Section 7: Technology License / Transfer Options

CIMAT recognizes the inventor(s) / Creator(s) as a key component for successful commercialization process. The college may make licensing by the following means: either directly to third parties or through incubation or licensing agents. It is to be noted that the IP generated would preferably be licensed and not assigned. CIMAT reserves its march-in rights in the case of assigned IP.

Section 8: Technology licensing

As per the current policy of technology licensing, revenues earned will be shared with the inventor(s) in a 70:30 ratio. The 70% due to the CIMAT inventor(s) will be distributed to the inventor as per the IPR agreement of the institution. In the case of multiple inventors, royalty sharing will be done on an equal basis without an alternate revenue-sharing agreement. Details of royalty sharing are given in Annexure I . Salient features of the licensing includes the following:

- Preferred mode is Non-Exclusive licensing. Exceptions to this will be based on the funding of the project and any other relevant requirements.
- Exclusive license will be subjected to periodic review of license not limiting to usage status, application and/or region-specific, royalty generation for continuing such license agreement.

Section 9: Relevant inventions and Ownership

Under this policy, the patentable subject matter created using the college resources is assigned to and owned by CIMAT, regardless of the funding source, if any. All inventors/creators must ensure that an inventor's agreement is filled at the time of submission as an invention disclosure to CIMAT. This agreement would include the ratio of sharing any revenue received from the commercialization of the said technology among the inventors/creators. The absence of such an agreement will be considered equal sharing amongst the CIMAT inventors/creators.

Section 10: External Funded / Collaborative Development

For the relevant invention(s), including software, designs and integrated circuit layouts produced during a sponsored and/or collaborative activity (internal/external), specific provisions related to IP are to be referred along with this policy.

- CIMAT is the sole owner of the IP generated from the funding provided.
- The IP generated is owned jointly with the collaborative partner having the first rights of refusal towards commercialization.
- In the case of a collaborative/multiple consortia-based IP generation, the IP terms of such agreement is to be considered along with the policy. In the absence of any specific IP agreement in such cases, CIMAT follows its IP policy.
- CIMAT can assign the IP generated to the funding agency based on the nature of the technology, funding and specific applications. Under all circumstances, CIMAT always reserves the right to use the IP generated for its academic and research purposes.

Section 11: Design Rights

The design right for a created component (physical or graphic, any dimension) follows the IP inventions policy as indicated in this section.

Section 12: Trade Mark(s) / Service Mark(s)

The logo of CIMAT would be the trademark of the Institute. It is to be noted that the logo of CIMAT cannot be used on any of the private communication of any of the CIMAT personnel. Official activities of the recognized bodies of CIMAT, web pages hosted on the CIMAT domain, project websites and reports in which CIMAT is a project member, student thesis are allowed by default to have the CIMAT logo. The usage of the CIMAT logo, CIMAT name in full or partial for all other activities has to get the due approval of the head of the Institute.

Section 13: Applicability & Requirements

The IP policy applies to all CIMAT personnel, and their range of activities such as teaching, research, consultancy, collaborative activity and the range of creations includes copyrightable works and related confidential information.

Section 14: Relevant creations and ownership

According to the Copyright Act of India, 1956, creations including literary works, software, music, cinematography, sound and other works created in CIMAT with the use of significant resources of the institution are assigned to and owned by CIMAT.

CIMAT owns the administrative and other documents created as part of designated work. Examples include course outline documents, question papers, answer sheets, grade ranking sheets, and other creations. All the creations are required to ensure that the inventor's agreement is filled at the submission to CIMAT. This agreement would include, among other aspects, the ratio of sharing of any revenue received from the commercialization of the said creation. The absence of such an agreement will be considered equal sharing amongst the creators.

Section 15: Teaching / Course material

- CIMAT acknowledges that the author is the owner of materials created for teaching purposes during the author's engagement with CIMAT.
- As most course content is created cumulatively and enables wider usage and distribution, CIMAT, by default, gets a license to the copyright of the content created by the Creator for fair dealing under academic and research context.
- CIMAT is not liable for any of the copyright violations by its personnel for the content created. The author is expected to create the content with due diligence.

Section 16: Books, articles and related literary works

CIMAT encourages its personnel to disseminate knowledge by authoring books, technical articles, etc. In this respect, CIMAT does not claim ownership of the copyright on books authored by CIMAT personnel. In cases where the books are related to the multiple research groups/faculty teaching the course in the Institute, it is expected that the interested author shall get the relevant no objection certificate from co-authors / other contributors. The CIMAT logo on any personal publications by the faculty/staff/student is prohibited. Students who wish to publish their thesis prior to submission for an academic degree, as a book or any other type of publication must seek prior written approval from CIMAT.

Section 17: Infringements, Damages, Liability and Indemnity Insurance

In any contract between the licensee and CIMAT, the institution shall seek indemnity from any legal proceedings regarding manufacturing defects, production problems, design guarantee, upgrades, debug obligations and the content created. The policy also supports the need to indemnify CIMAT personnel through the license agreements for sponsored research and consultative work. CIMAT shall retain the right to engage in litigation concerning its IP and license infringements.

Section 18: Jurisdiction

All agreements to be signed by CIMAT will have the court's jurisdiction in Coimbatore and shall be governed by the appropriate laws of India.

Annexure I: Revenue Sharing

Net earnings from the commercialization of IP owned by CIMAT would be shared as follows:

- The inventor (s) / Creator (s) share would be declared annually (or as revenues are received), and disbursement will be made to the inventor (s) / Creator (s), their legal heir, whether or not the inventor (s) / creators are associated with CIMAT at the time of disbursement.

- The revenue sharing ratio between the inventor team and CIMAT is fixed as 70:30 in favour of the inventor team. IP protection costs will be part of the license revenue-sharing agreement between CIMAT and the inventor(s).
- If CIMAT reassigns the rights of the IP to its Creator (s), the cost and revenue sharing will be governed by a separate agreement between CIMAT and the inventor/creator (s).
- The inventors may revise the distribution of the IP earning agreement at any time by mutual consent.

Annexure-II: Contracts and Agreements

All agreements, including but not limited to the following categories, for activities undertaken by any CIMAT personnel need to be approved by the Dean (Research)

- Confidentiality Agreement / Non-disclosure Agreement
- Consultation Agreement
- Evaluation Agreement
- Research and Development Agreement (R&DA / MOU)
- License Agreement
- Technology Transfer Agreement
- Alternative Dispute Resolution Agreement
- Collaborative MOU with University / Organization

Dean (Research) acts as the final signing authority in all categories of agreements listed above. Dean (Research) facilitates framing such agreements by way of providing templates and services through professional consultants.