

<b>MIT</b> Academy of Engineering (An Autonomous Institute)	<b>IPR Policy</b>	
	Alandi (D), Pune – 412105	2020– 2021
<b>DEPARTMENT – R &amp; D</b>	<b>ACADEMIC YEAR</b>	

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MIT Academy of Engineering (MITAOE) strives to support its faculty employees & Students in securing commercial development of intellectual and other property resulting from their research so that the benefits of that research may reach society at the earliest opportunity. This is consistent with the MITAOE mission of developing new knowledge and facilitating the practical application of such knowledge to the benefit of the public. The College has developed policies and guidelines that provide incentives for its researchers while protecting the integrity of research emanating from this institution. Moreover, the college provides an array of administrative services to its Inventors to assist them in protecting rights to college Intellectual Property and fostering commercial development.

This document describes MITAOE policy relevant to Intellectual Property and lists the available college-wide resources.

  
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## Intellectual Property: Definition

For purposes of this policy, Intellectual Property is defined as any new and useful process, machine, and composition of matter, life form, article of manufacture, software, copyrighted work or tangible property. It includes such things as new or improved devices, circuits, chemical compounds, drugs, genetically engineered biological organisms, data sets, software, musical processes, or unique and innovative uses of existing inventions. Intellectual Property may or may not be patentable or copyrightable. It is created when something new and useful has been conceived or developed, or when unusual, unexpected, or non-obvious results, obtained with an existing Invention, can be practiced for some useful purpose. Intellectual Property can be created by one or more individuals each of whom, to be an Inventor, must have conceived of an essential element or have contributed substantially to its conceptual development.

### I. MITAOE Responsibilities

MITAOE acknowledges the importance of transferring its Intellectual Property in an appropriate and cost-effective manner. To that end, the University shall establish efficient mechanisms for technology transfer, so as to maximize the value of the technology to the faculty and the Institute.

#### A. The College Administration shall:

- i. Provide oversight of Intellectual Property management and technology transfer to ensure adherence to college policies.
- ii. Assist the Divisions in establishing and maintaining effective technology transfer mechanisms and Divisional policies and procedures consistent with college policies;
- iii. Provide legal services and cooperate with the Divisions in promoting and licensing Intellectual Property; and
- iv. Take appropriate actions to protect the MITAOE Intellectual Property.

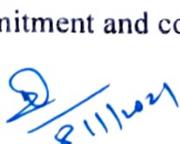
#### B. IPR & Technology Transfer cell shall:

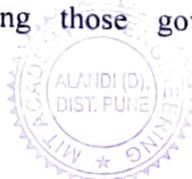
- i. Promote technology transfer in a manner consistent with the MITAOE objectives and academic environment;
- ii. Establish policies and procedures for technology transfer and the avoidance of conflicts of interests, consistent with college policies; and
- iii. Review and approve all agreements that convey or affect the college rights to Intellectual Property originating in the organization.

### II. Faculty Responsibilities

Faculty members & Students who create Intellectual Property shall:

- i. Disclose invention to IPR & Technology Transfer cell
- ii. Conduct technology transfer activities in a manner consistent with college as per policies and procedures, including those governing conflicts of commitment and conflicts of interest; and

- iii. Cooperate with the IPR & Technology Transfer Cell in defending and prosecuting patents and in legal actions taken in response to infringement.
- III. **Evaluation of Intellectual Property will be done by the IPR & Technology Transfer Cell (Intellectual Property Evaluation Committee).**
- i. Dean (R&D) will be the Chairman and the Head of the Department within MIT AOE responsible for commercialization/filing/further processes, will be the member secretary. The Director will nominate at least three additional faculty members with expertise or familiarity/experience in areas related to the IP.
  - ii. Evaluation of IP means: a) Assigning ownership of IP. b) Determining whether an IP is innovative and fit for filing in India and foreign countries. c) Determining whether the IP has a reasonable chance for commercialization.
  - iii. After evaluation of IP, if MIT AOE decides not to take the responsibility for the protection of the IP, then it will assign all the rights of the IP to the inventors.
  - iv. Even in such cases, as in (3), MIT AOE may take the responsibility of facilitating protection of the IP on case by case basis.
  - v. A decision on the annual renewal of IP rights will be taken by the IPR & Technology Transfer Cell. If MIT AOE decides not to renew the IP, fully or partially, then it will assign the rights of the IP, wherever relevant, to the "inventors."

#### IV. Ownership of Intellectual Property

- i. When institute facilities/funds are used substantially or when IPR is developed as a part of a curriculum/academic activity, IPR is to be jointly owned by inventors and the institute.
- ii. *MITAOE Entrepreneurship Development Foundation* shall hold equity on behalf of MIT Academy of Engineering.
- iii. College support is defined as financial or other support, regardless of origin, which is used in the discovery or development of Intellectual Property and is provided through college channels.
- iv. On the other hand, if product/IPR is developed by innovators not using any facilities, outside office hours(for staff and faculty) or not as a part of curriculum by student, then product/IPR will be entirely owned by inventors in proportion to the contributions made by them. In this case inventors can decide to license the technology to third parties or use the technology the way they deem fit.
- v. If there is a dispute in ownership, a minimum five member committee consisting of two faculty members (having developed sufficient IPR and translated to commercialization), two of the institute's alumni/ industry experts (having experience in technology commercialization) and one legal advisor with experience in IPR, will examine the issue after meeting the inventors and help them settle this, hopefully to everybody's satisfaction. Institute shall use alumni/faculty of other institutes as members, if Institute cannot find sufficiently experienced alumni / faculty of their own.

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- vi. Institute IPR cell or incubation center will only be a coordinator and facilitator for providing services to faculty, staff and students. They will have no say on how the invention is carried out, how it is patented or how it is to be licensed. If institute is to pay for patent filing, they can have a committee which can examine whether the IPR is worth patenting. The committee should consist of faculty who have experience and excelled in technology translation. If inventors are using their own funds or non institute funds, then they alone should have a say in patenting.
- vii. The MIT AOE may transfer any rights of ownership by assignment or otherwise to the Inventor.
- viii. At any point of time of decision making for Licensing/Commercialization, if in any case any one of the Inventor is not approachable, then institute shall wait for a period of 30 days and then proceed for Licensing/Commercialization process. The equity of the IPR will be in custody of institute, which will be handed over to Inventor once contacted.
- ix. When software or other unpatented tangible research property (e.g., cell lines and data sets) is developed by faculty using college support, the college will own all rights to such property, including copyright (subject to agreements with appropriate funding sources).
- x. Copyright to, and royalty from, literary or scholarly works in tangible or electronic form (e.g., textbooks and other curricular materials, reference works, journal articles, novels, music, photographs, etc.) produced by faculty members as a part of their usual teaching, service, and research activities, and which do not result directly as a specified deliverable from projects funded in whole or in part by the college or a sponsored research agency shall belong to the faculty who prepared such works and may be assigned or retained by them.

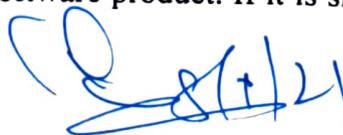
## V. Revenue from Intellectual Property

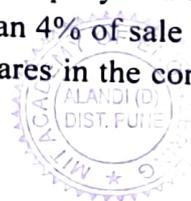
### i. General Principles:

Revenues received as a result of Licensing Agreements in the form of cash royalties and/or equity holdings shall be distributed in such a manner as to encourage technology development within and technology transfer from the MIT AOE. **“Revenues” shall not include funds received for research support.**

- ii. Inventors and institute could together license the product / IPR to any commercial organization, with inventors having the primary say. License fees could be either / or a mix of
  - a. Upfront fees or one-time technology transfer fees
  - b. Royalty as a percentage of sale-price
  - c. Shares in the company licensing the product.
- iii. If one or more of the inventors wish to incubate a company and license the product to this company, the royalties would be no more than 4% of sale price, preferably 1 to 2%, unless it is pure software product. If it is shares in the company, shares will

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again be 1% to 4%. For a pure software product licensing, there may be a revenue sharing to be mutually decided between the institute and the incubated company.

- iv. All shares of revenue, including the inventor's, should contribute to the reimbursement of college costs for patent infringement actions. The manner and amount of such reimbursement will be determined by consultation between the inventor and institute so as to maintain fairness and adequate incentives in the distribution of revenue.
- v. Establishment and execution of specific rules and procedures for implementing the policy guidelines will be responsibility of the Divisions.
- vi. Any association of the Inventor(s) with the licensee will be subject to disclosure, including compensation, prior approval, and annual reporting.
- vii. IPR & Technology Transfer cell from which the Intellectual Property originates must have adequate policies and procedures for conflict of interest consistent with those outlined inspection.

#### VI. Distribution after Termination or Death

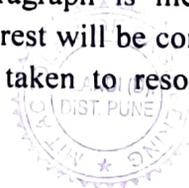
The Inventors personal share shall survive termination of affiliation with the Institute and, in the event of death of the Inventor, (Nomination should be there at the time of Invention disclosure)

#### VII. Additional Provisions

- i. Research: The MIT AOE shall only enter into a research contract or other binding commitment to perform work that can reasonably be expected to be publishable, provide educational opportunities, and/or be in the public interest.
- ii. Use of the MIT AOE's Name: All written or broadcast material containing the college name for advertising, marketing or other promotional purposes shall be submitted for approval to the Director through the concerned Head of Department prior to use of such material. A statement on the use of the MIT AOE's name shall be included in all appropriate contracts between industry (company) and the University.
- iii. Confidentiality:  
The faculty shall not undertake research in which the sponsor:
  1. Prohibits the faculty member from disclosing the existence of the agreement; or
  2. Restricts the faculty member's public disclosure of information developed by that faculty member.
- iv. Avoidance of Conflict of Interest and Conflict of Commitment
  1. The activities of faculty members must be governed by thoughtful consideration of individual circumstances, rather than rigid rules. The requirement for reporting as outlined in the following paragraph is meant to ensure that conflicts of commitment and conflicts of interest will be considered openly and fairly, and that appropriate action will be taken to resolve those conflicts.

  
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Reporting thus serves to protect individual faculty members.

2. In cases where faculty enjoy rights to Intellectual Property under this policy, they have an obligation to report fully any outside activities and interests related to their teaching, research, or service to their Department Chair, Dean or other designated University/colleges/Industries etc officially and obtain their prior approval before the activity begins. The report must be in writing and must include the names of companies for whom he/she consults, the number of days committed to each consulting agreement and a copy of any proposed consulting agreements associated with Intellectual Property. Consulting agreements must be reviewed for compliance with college policies and government regulations and approved by the appropriate Authorities.
- v. Grievances: In the event an Inventor has a grievance about the college handling of his/her Intellectual Property, he/she may appeal to the Director about the mechanism. An Investigator may take a grievance to the Office Director through proper channel.

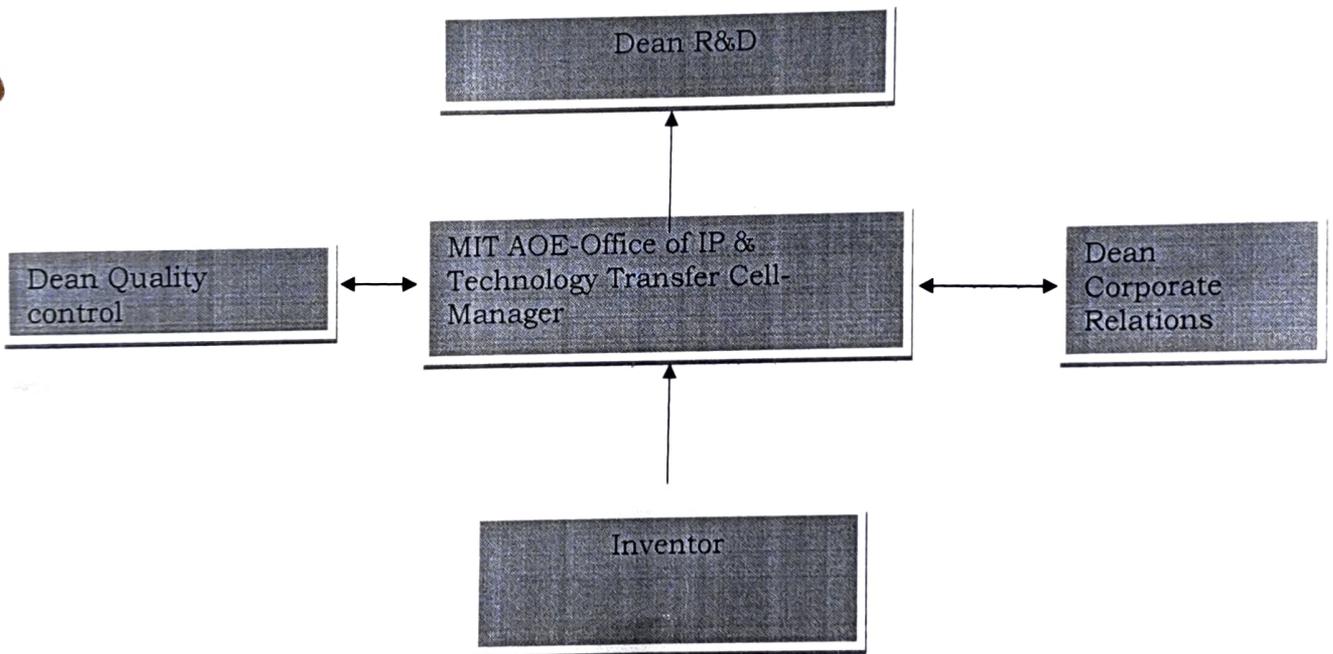
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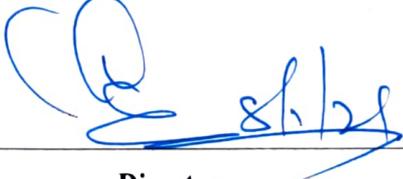
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**Working Procedure of Office of IP & Technology Transfer cell:-**

- i. Inventor will disclose their invention to office in specified format of Invention disclosure form along with relevant documents
- ii. Office will generate a search report(Free/ paid)
- iii. Office will present report to Dean R & D and then it will forwarded to Director Office
- iv. Director office will Recommend/Not recommend and forward it to office of IP & Technology Transfer cell.
- v. Office will help in drafting claims, preparing documents, Attorney support, filing, commercialization and whatsoever is required.



<b>Prepared by,</b>	<b>Approved by,</b>
	
<b>Dean R&amp;D</b>	<b>Director</b>

