

<b>MIT</b>   <b>Academy of Engineering</b> (An Autonomous Institute Affiliated to Savitribai Phule Pune University)	<b>Intellectual Property Rights Policy</b>	
Alandi (D), Pune – 412105	ACADEMIC YEAR	2024– 2025
DEPARTMENT – R & D		

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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.



### **1. 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.

### **2. MITAOE Responsibilities**

MITAOE acknowledges the importance of transferring its Intellectual Property in an appropriate and cost-effective manner. To that end, the Institute 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 and 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.

### **3. Faculty Responsibilities**

Faculty members and Students who create Intellectual Property shall:

- i. Disclose invention to IPR and 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.

**4. 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 School Dean 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. For filing International patents evaluation guidelines are as follows:
  - a. As per Section 39 of Indian Patents Act .Residents not to apply for patents outside India without permission
    - a. No person resident in India shall, except under the authority of a written permit sought in the manner prescribed and granted by or on behalf of the Controller, make or cause to be made any application outside India for the grant of a patent for an invention unless—
      - i. an application for a patent for the same invention has been made in India, not less than six weeks before the application outside India; and
      - ii. (b) Either no direction has been given under sub-section (1) of section 35 in relation to the application in India, or all such directions have been revoked.
    - b. The Controller shall dispose of every such application within such period as may be prescribed: Provided that if the invention is relevant for defense purpose or atomic energy, the Controller shall not grant permit without the prior consent of the Central Government.
    - c. This section shall not apply in relation to an invention for which an application for protection has first been filed in a country outside India by a person resident outside India.
    - d. The patents which are having merit to be converted into product shall be eligible for filing International Patents. The patent drafts after DRC and RRC will be vetted by Entrepreneurship Development Cell to check any type of outcome in the form of Product
  - iv. 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.



- v. Even in such cases, as in (3), MIT AOE may take the responsibility of facilitating protection of the IP on case by case basis.
- vi. 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.”

## 5. 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.
- vi. The MIT Academy of Engineering may transfer any rights of ownership by assignment or otherwise to the Inventor.
- vii. 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.
- viii. 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).
- ix. 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.

x. Collaborative Patents/Copyrights/Trademarks:

- a. Collaborative Research with other Research Centers/Institutes/Industries, faculty shall take prior approval of the same from Director through School Dean, Dean R&D and Deputy Director (A&R). Further DRC and RRC of IPR shall be conducted.
- b. MIT Academy of Engineering shall be "Applicant" along with the Collaborating Institutes. The cost of filing, Search Fees, Examination fees, Pendency fees, and Transmittal fees shall be equally borne by both the Institutes.

6. Revenues:

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.**

- i. 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.
- ii. 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 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.
- iii. 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.
- iv. Establishment and execution of specific rules and procedures for implementing the policy guidelines will be responsibility of the Divisions.
- v. Any association of the Inventor(s) with the licensee will be subject to disclosure, including compensation, prior approval, and annual reporting.
- vi. 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.

**7. 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)

**8. Additional Provisions**

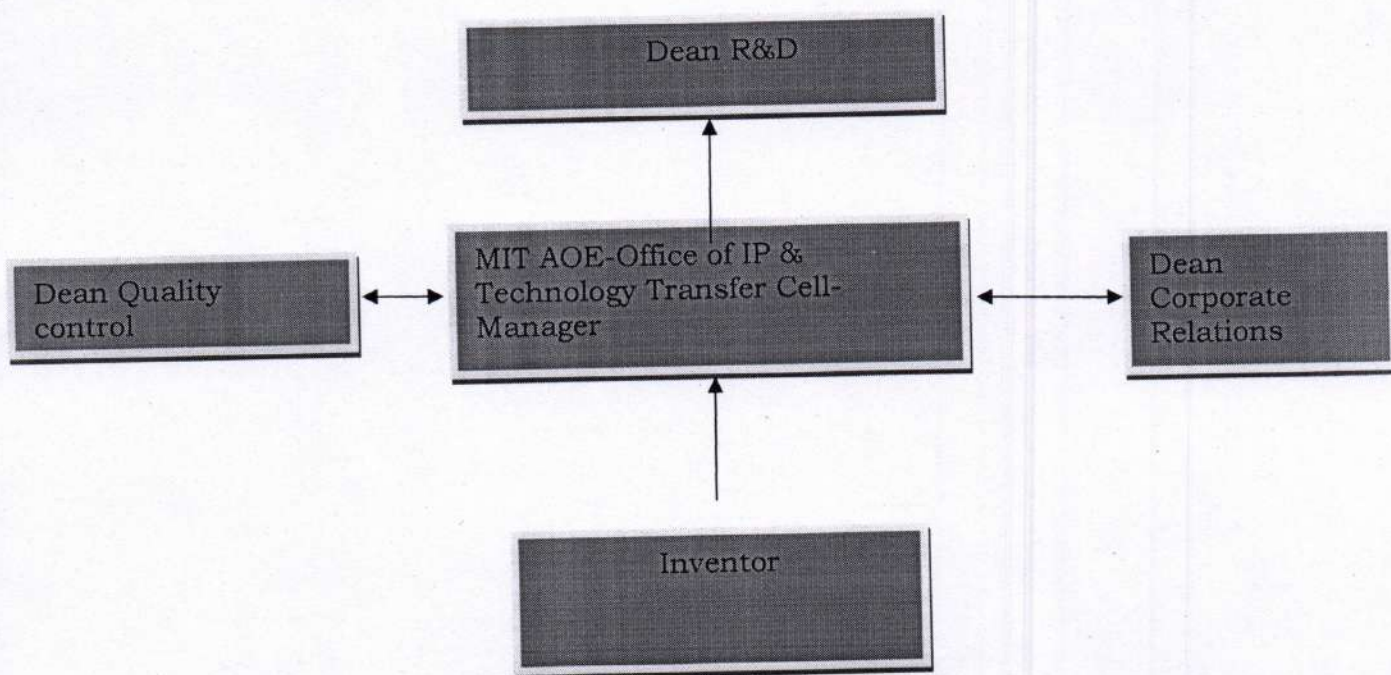
- i. Research: The MIT AOE shall only enter into a research contract or other binding commitment to perform work that can reasonably be expected to be publishable, provide educational opportunities, and/or be in the public interest.
- ii. Use of the MIT AOE's Name: All written or broadcast material containing the college name for advertising, marketing or other promotional purposes shall be submitted for approval to the Director through the concerned School Dean 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 Institute.
- 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. 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.



**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.



Prepared by	Verified and recommended by	Approved by,
		
Dean R&D	Deputy Director (Academics and Research)	Director

