

राष्ट्रीय इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं.)  
National Institute of Electronics and Information Technology (NIELIT)  
(An ISO 9001 : 2008 Certified Organisation)


इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय, भारत सरकार  
Ministry of Electronics and Information Technology, Government of India

Ref. No. I-27/11/2022-Administrator (E-8436)

September 13, 2022

**OFFICE MEMORANDUM**

In view of the wide range of R&D, Consultancy and Software development activities and projects being undertaken by NIELIT, Intellectual Property Rights Policy of NIELIT has been framed and approved by the Management Board in its 21<sup>st</sup> Meeting held on 26<sup>th</sup> July 2022. A copy of the policy is enclosed for information and compliance.

  
(R.P. PANDEY)  
Registrar

**To:**

1. The Executive Directors/Directors/Directors-in-Charge of NIELIT Centres
2. HOWs - NIELIT

**Copy to:**

1. ITIS Section - For uploading on NIELIT website
2. Staff Officer to DG

**National Institute of Electronics and  
Information Technology**

**INTELLECTUAL PROPERTY RIGHT  
POLICY  
(2022)**



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## PREAMBLE

National Institute of Electronics & Information Technology (NIELIT), (erstwhile DOEACC Society), an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology MeitY, Government of India, was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in Formal & Non-Formal Education in the area of IECT besides development of industry oriented quality education and training programmes in the state-of-the-art areas. NIELIT has endeavored to establish standards to be the country's premier institution for Examination and Certification in the field of IECT. It is also one of the National Examination Body, which accredits institutes/organizations for conducting courses in IT in the non-formal sector.

The basket of activities of NIELIT is further augmented by the wide range of projects that it undertakes. NIELIT has demonstrated its capability and capacity to undertake R&D projects, consultancy services, turnkey projects in office automation, software development, website development etc.

This Intellectual Property Policy Document (hereinafter referred to as the "Policy") is meant to provide guidance of Intellectual property of any kind created by faculty /students/Scientist/project staff/P&A and Finance Staff/Exam Section Staff/Supporting staff of National Institute of Electronics & Information Technology (hereinafter referred to as "NIELIT") regarding intellectual property rights and obligations thereunder which includes the nature of intellectual property, its ownership, exploitation, technology transfer and confidentiality requirements.

This IPR policy discusses intellectual property issues in order to safeguard the principles of academic freedom, allocate a fair share of the benefits to all those involved in the creation of intellectual property Right, and encourage the drive to conduct research, transfer technology and benefit materially from the generation of intellectual property.

The present policy ensures the protection of the claims of the Inventor(s) of NIELIT i.e. faculty /students/Scientist/project staff/P&A and Finance Staff/Exam Section Staff/Supporting staff/visitors of NIELIT through the choice of Intellectual property protection on a completely unique work, ideas, inventions, products, technology or to keep it open for public domain, whichever they find appropriate. In accordance with the Mission and Vision of NIELIT, the policy stands with the outreach of the innovative technologies developed at NIELIT. The policy also motivates the Researchers, Faculty and Students of NIELIT to induct technology sharing using the Intellectual Property Rights gained over a completely unique technology.





## Chapter 1

### Objective

- a. to promote academic freedom and safeguard the intellectual property interests of all those who are involved in the creation of intellectual property at NIELIT,
- b. to further develop the environment, and enhance the incentives, for research, development, the discovery of new knowledge, and innovation, compatible with the educational mission of NIELIT.
- c. to set and make available a policy for conducting the dissemination of NIELIT's intellectual property for commercial use, so that such use imparts the benefits of the intellectual property to the public while safeguarding the interests of the creators or licensees of such property, and in the process generates revenue for NIELIT and the creators.
- d. To set up and maintain an office to provide services to the employees and students for effective commercial utilization of intellectual property generated at NIELIT in the interests of all concerned, and to oversee the fair distribution of the returns accruing there from in accordance with this policy and its amendments.
- e. To provide legal support as NIELIT deems necessary to defend and protect the interests of NIELIT and creators of intellectual property against unauthorized use of such property.

### DEFINITIONS

These intellectual properties can be illustratively defined as: -

- a) *Copyright*- is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings.
- b) *Patent*- is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something, or offers a new technical solution to a problem.
- c) *Industrial Design*- means only the features of shape, configuration, pattern, ornament or composition of lines or colors applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.
- d) *Invention*- means a new product or process involving an inventive step and capable of industrial application.
- e) *Inventive step*- means a feature of an invention that involves technical advance as compared to the existing knowledge or having economic significance or both and that makes the invention not obvious to a person skilled in the art.
- f) *Trade/Service mark*- means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colors.

- g) *IC Layout Designs* - means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.
- h) *First Party* – National Institute of Electronics & Information Technology (NIELIT)
- i) *Second Party*- Faculty, Supporting staff, Project staff and Students of NIELIT.
- j) *Third party*- Any governmental or non-governmental organization or person with whom the First or the Second party interacts for any activity with/without exchange of consideration in cash or kind.
- k) *Scientist*- Scientist means a person working as Scientist in the Institution as a whole-time employee or Contractual.
- l) *Faculty*- Faculty means a person professionally qualified to carry out teaching and research at NIELIT as a whole-time employee, Contractual Faculty, or Visiting professor appointed by NIELIT.
- m) *Student*- Student means a person who has registered or enrolled as full- time student, part-time student, Post-Doctoral Fellow, casual student or exchange student from other universities/colleges
- n) *Supporting Staff*- Supporting Staff means a person employed full- time or part- time by NIELIT to support the research, development, teaching and other supporting activities (including administrative activities) of NIELIT.
- o) *Usual Institute Resources* - Usual Institute resources mean facilities such as office space, standard laboratory facilities, library, normal access to software, computers and networks, standard secretarial services, salary and perquisites
- p) *Project staff* - Project staff means a person employed temporarily on a contract under a research project, consultancy or any other activity carried out by NIELIT.
- q) *Inventor(s)* – A person or a group of persons responsible for creating an IP. In case, creation of IP is associated with more than one inventor, one of them, from NIELIT, would function as a **Lead Inventor**.
- r) *Creator* - “Creator” refers to an individual or a group of individuals at NIELIT, who make, conceive, reduce to practice, author, or otherwise make a substantial intellectual contribution to the creation of any intellectual property. “Creator” includes an “inventor” in the case of inventions under Patent Law, an “author” in the case of works falling under the Industrial Designs Law and/or Copyright Law.





- s) *Activity*- Activities related to teaching, research, consultancy, generation and dissemination of information carried out by a person or an Institution independently, or collaboratively.
- t) *Visitor*- A person either from India or abroad visiting under a collaborative activity or associated work at The Institution. It is expected that the visit has been approved by competent authority of The Institution.
- u) *Associated Agreement* – document created with mutual consent of involved parties defining the rights, roles and responsibilities of each of the parties, for example, Memorandum of Understanding (MoU), Memorandum of Association (MoA), Research Agreement, Consultancy Agreement, Non-Disclosure Agreement (NDA), etc.
- v) *Non-Disclosure Agreement (NDA)/Confidentiality Agreement* - The agreement intends to protect proprietary or confidential information among the parties involved in executing a NDA.
- w) *Work Commissioned/Outsourced* - work commissioned by NIELIT to a creator or group of creators either employed by NIELIT or invited from outside NIELIT with or without any consideration in cash or kind. Typical examples of NIELIT commissioned works are:  
a. Design work, b. Artistic Work, c. Engineering/Architectural Models, d. Computer Software e. Reports based on surveys and analysis, f. Video works g. semiconductor
- x) *Work for hire*- The work (or a product) originated from NIELIT and is meant for the specific purpose of NIELIT and produced by (a) an author during his/her employment at NIELIT or (b) non- employee under contracted work by NIELIT.

## 1.1 POWERS TO AMEND IPR POLICY

Management Board (referred to as MB) of NIELIT will have all the authority to make alterations to the IPR policy or formulate a new policy whenever it is felt necessary. This may be done considering the changes in the policies of the government or other national and international advancements including laws, legal judgements and treaties. The newly formulated policy or the amendments shall be applicable to all students/ faculty/ Scientist/supporting staff/ project staff/ visitors.

### 1.1.1 RESPONSIBILITY TO CREATE/AMEND PROCEDURES AND PROCESSES FOR IMPLEMENTATION OF IPR POLICY

The Director General of NIELIT will have complete authority to create and ameliorate the governing body and process from time to time in view of the changing needs including definition of administrative bodies and confiding roles and responsibilities to certain individual(s)/existing entities for developing elaborate methods and to alleviate implementation of the IPR policy of The Institution as and when required.

### **1.1.2 INFRINGEMENT OF INTELLECTUAL PROPERTY (IP)**

In case of infringement/violation of any IPRs such as patent infringement by NIELIT faculty /students/Scientist/project staff/P&A and Finance Staff/Exam Section Staff/Supporting staff/visitors or any third party infringing upon the IPR of NIELIT. Inventor of NIELIT would create an appropriate administrative body, which would first investigate the matter and make recommendations to the Director General of NIELIT for resolution of such violation/infringement. In case any dispute arising of any third party infringement upon IPR of NIELIT, the above administrative body would investigate and make recommendations to the Director General of NIELIT including need for any legal action against the infringing party.

### **1.1.3 PROCEDURE FOR APPEAL**

In case of any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy, any aggrieved person can appeal to the administrative body formed for the purpose to resolve the intellectual property right dispute. In case the appellant is not satisfied with the decision of such a body, he/she can appeal to the Director General of NIELIT, whose decision shall be final.





## Chapter 2

### OWNERSHIP OF INTELLECTUAL PROPERTY

#### INTRODUCTION

NIELIT has long acknowledged R&D as an integral part of Electronics ecosystem and is supporting the entire value chain of R&D activities in the country ranging from the basic components to sophisticated product development. These activities may lead to generation of new Intellectual Property (IP), which needs to be protected, developed, transferred and commercialized for the benefit of the society. Also, the information on the newly created and protected IP should be disseminated at the earliest so that the scientific community is not deprived of its right to knowledge and carry out further research. This can be facilitated only if the Ownership of a newly created IP is clearly defined. Clarity on Ownership of IP protects the interest of both the inventor(s) and the society at large.

Like in case of other types of property where there is an owner who can sell, rent and gift the property, the same concept is applicable in respect of all IPs. An owner of an IP is the one who has the rights to enter into transaction of IP such as licensing, selling, assigning of IPR or engaging in any other similar activity, to earn revenue or any consideration accruing from such an activity and retain, share and utilize the revenue so earned.

Owning an IP involves a process defined by law and has cost associated with it. Each country has its own legal status and fee structure. An Owner needs to acquire ownership rights separately in each country by paying necessary registration fee and associated expenses. Retaining the ownership involves payment of maintenance fee as per the prescribed laws over the life of IP.

#### 2.1 TYPES OF ACTIVITIES LEADING TO GENERATION OF IP

NIELIT has engaged itself in different types of Research and Development (R&D) activities including the following, which may generate intellectual property (ies):

- a) Research taken up by a Scientist/faculty/student/project staff/supporting staff /visitor in the normal course of his/her appointment/engagement at the
- b) Research taken up by a Scientist/faculty/student/project staff/supporting staff/visitor from funds coming from a sponsor such as Government of India, state governments, international agencies, or foreign governments, etc.;
- c) Research taken up by a Scientist / faculty/student/project staff/supporting staff/visitor from funds coming from a sponsor such as Government of India, state governments, international agencies, or foreign governments, etc.;
- d) Collaborative research undertaken with other institutions including government departments and agencies, PSUs and private companies located in India;

- e) International collaborative research with institutions and companies located outside India;
- f) Research supported by companies and other private organizations through research projects or consultancy assignments; and
- g) Any combination(s) of the above

Ownership of IP in the above-mentioned situations may not be defined/ specified in the same way. The ownership definitions for different types of IP and other relevant aspects are described in following Sections.

## **2.2 OWNERSHIP OF INTELLECTUAL PROPERTY (IP)**

### **2.2.1 Patent as well as inventive steps, Copyright on Software, Industrial design, IC layout design and New plant variety and pharmaceutical substance**

#### **(A) Intellectual property is owned wholly or exclusively by NIELIT if:**

- a. It has been developed either solely with the use of funds / facilities provided by NIELIT or with a mix of funds/facilities of NIELIT and external agencies but without any formal associated agreement
- b. It has been developed with the use of external funds / facilities, including, that of sponsored research and consultancy projects without any associated agreement.
- c. It has been developed under any contract arrangement including “work for hire”, work commissioned and/or outsourced by NIELIT.
- d. It has been developed pursuant to a written agreement where ownership has been transferred to NIELIT. Examples are work assigned to programmers, writers of NIELIT publications, etc.
- e. It is not assignable to an individual or a specific group of identifiable contributors, i.e. software or technology or process developed over a period of time with contribution from different individuals of / for NIELIT.

#### **(B) Intellectual property can be owned by Third party (ies) (exclusively or jointly with NIELIT) if:**

- a. It has been developed with external funding from Third party (ies) including sponsored research, consultancy projects and other collaborative activity (ies) with a formal associated agreement.
- b. It has been developed without external funding from third parties under collaborative project(s) or activity (ies) with Third party (ies) with associated agreement(s).



- c. It has been developed out of the work carried out by NIELIT Scientist/faculty/student/project staff/supporting staff during their visit to a Third party Institution/organization.

For sharing of IP in case of sponsored research and consultancy projects or any other collaborative activity, the following guidelines shall be followed:

- (i) If the funding agency allows NIELIT to own the IP, then NIELIT may share its rights with other Third party (ies) subject to their respective contribution.
- (ii) In case of funds provided by an agency of Government of India, the ownership shall be decided in compliance with the ownership clauses defined by the funding agency at the time of approval of the activity (ies).
- (iii) In case of funds provided by a non- government agency - the ownership may be shared between NIELIT and funding agency. The sharing may take into consideration relative contributions of parties involved as well as any background IP with respective parties. Waiver of joint ownership can be considered by NIELIT on recommendation(s) of the involved Inventor(s) or Lead Inventor based on the adequacy of compensation provided to NIELIT.
- (iv) For a multi- country/multi- institutional collaborative project, there must be an explicit agreement defining the ownership of IP generated.

**(C) The Intellectual property can be owned by the Inventor(s) if:**

None of the situations defined above for NIELIT or Third party ownership applies, and the IP is unrelated to the inventor's engagement with NIELIT. For faculty, Scientist and staff, the engagement implies responsibilities associated with employment. It is also expected that the person concerned would have pursued these activities outside of normal working hours of NIELIT.

**2.2.2 Copyright other than Software**

- (A) **The copyright owned by the author(s):** The copyrights is owned by the authors for textbooks, research books, articles, monographs, teaching- learning resource materials and other scholarly publications unless restricted by an associated agreement. These may also include popular novels, poems, musical composition, other works of artistic imagination, etc. It is advisable to keep NIELIT informed about such creations. Revenue generated, if any, from such activities must be reported to Institute as per the prevailing rules of income from other professional activities/sources.
- (B) **The copyright owned by NIELIT:** The copyright is owned by NIELIT if the work is created under any contract (same as described under Clause A Section 2.3.1 of Chapter 2).

(C) **The copyright re-assignable to Authors:** Copyright works that are normally assignable to NIELIT may be reassigned to the author on request of the author provided it does not violate any agreement with Third party and does not intervene/ harm the interests of NIELIT.

(D) **Copyright owned by student**

- (i) Copyrights of Project Report, thesis, dissertations, term papers, laboratory records, and of other documents that are produced by a student during the course of his/her study will reside with the student unless restricted by an associated agreement and/or research carried out using facilities that have come to NIELIT with pre- imposed IP protection restrictions.
- (ii) For claiming ownership of copyright for thesis and dissertations, the student(s) has/have to declare that the thesis does not include any information that needs IP protection by NIELIT.
- (iii) Further, any IP generated (other than copyright) out of the work carried out by the student would be covered as per Clause (A) and Clause (B) of Section 2.3.1 of Chapter 2..
- (iv) If any such work could not be protected before submission of the thesis, concerned inventors should take steps to protect the IP within a period of six months of submission of thesis. would have a mechanism in place for processing such thesis in order to protect the confidential information during this period.

### 2.2.3 TRADE AND SERVICE MARKS

Trade and service marks related to goods and services involving NIELIT will be owned by NIELIT. Use of Institute name through trademark makes users obligated to certain standards and accountability described later in chapter 3.4.

### 2.2.4 WAIVER OF IP RIGHTS BY NIELIT

Subject to any associated agreement and with appropriate approval from the sponsor, NIELIT may waive its rights to specified intellectual property in favour of the inventor so as to enable the inventor to seek funding or other support for the purpose of commercialization, or NIELIT assessment doesn't favour IP protection. Such waiver of ownership in favour of the inventor(s) can be considered-

- (a) If NIELIT decides not to pursue the protection of IP within a period of six months of complete disclosure by the inventor to NIELIT. The decision to pursue or not to pursue should be communicated to the inventor within a period of three months of complete disclosure by the inventor to NIELIT, or



- (b) If it is established that such ownership of the inventor would be essential to enable dissemination of benefits of the invention to the society.

In all cases, unless explicitly agreed to, NIELIT shall normally retain a perpetual, royalty-free license to use the intellectual property and any corresponding IP for research and educational purposes.

### **2.2.5 TRADE- SECRETS AND KNOW- HOW INFORMATION**

Trade secrets and know- how fall outside the scope of protection under current IP regime of India. It is important for the owner of such secrets and know- how to maintain confidentiality through confidentiality or non- disclosure agreements (NDA) with the other parties. In order to protect the information exchanged or being exchanged with Third party(ies) associated with an activity, Lead inventor/faculty/Scientist is encouraged to sign separate NDA with third party(ies), associated faculty members, students, supporting staff, project staff and visitors. Such confidential information should not be incorporated in a student's thesis without the written permission of the owner of the information. Trade secrets and know- how information should be exchanged with Third party(ies) in writing through a disclosure notice in order to keep a record of time and extent of disclosure. Such NDA should have a reasonable time limit from the date of disclosure of the information by the two parties so as not to hamper dissemination and propagation of scientific information to society.

Work carried out or information generated under an activity at NIELIT will not be generally considered proprietary. Non- publication/non- disclosure of information will only imply that the results have not yet reached a stage that merit disclosure or are awaiting IPR protection.

Considerable amount of IP generated at NIELIT results from student's work/thesis and intended for research publication. In view of this, it is important that NDA with Third party(ies) should include clause that specifies time limit for assessment of IP created and filing of IP under an activity.

At any time several faculty members, students, scientist, supporting staff and project staff may be working on different aspects of the same research area. NDA or any other agreement of collaboration must protect research and development interests and activities of NIELIT by person(s) unrelated to the agreement and avoid any restrictive clause in this regard even for a limited period.

### **2.2.6 COPYRIGHTS OWNED BY THIRD PARTIES**

#### **(a) Software**

NIELIT expects that its faculty/students/project staff/ supporting staff/visitors to understand the obligations made to the Third party related to software and databases. It is possible that NIELIT scientist faculty/ students/ staff/ project staff/ visitors are engaged in developing software or other IP using software, which are not in the public domain and are proprietary to certain suppliers. It is usual for NIELIT to procure such software for education and research purposes. Many such

licenses may have restriction on IP creation and /or its commercial use. It is important that, if there are any restrictions in the software employed for such IP creation, the same are settled with the owner / supplier of the software, before initiating IP protection.

Software of general use shall be procured with valid license.

**(b) Other copyrighted material**

NIELIT and its Scientist, faculty, students, supporting staff, project staff and visitors

- (i) would use copyrighted materials for only personal use, teaching and research purposes as permitted by Indian law,
- (ii) will respect protection offered by Indian copyright law to all copyrighted material, and
- (iii) would not use copyrighted material in their thesis, publications, reports and other professional documents without taking explicit prior permission of the copyright holder.





## Chapter 3

### TRANSFER AND USE OF IP

#### INTRODUCTION

The purpose of transfer and use of IP by NIELIT, which is a non-profit academic organization, is to meet one of its stated objectives of disseminating the fruits of research and development for the benefit of society. NIELIT recognizes that translation of created IP to products and services of benefit to society is a complex process that normally involves considerable risk taking and expenses. NIELIT policy on transfer and use of IP proposed here takes into account the above fact. Further, commercialization provides incentive to the inventor(s) and provides 'technology push' to the invention and couples it to the 'market pull'. Commercialization of IP is generally carried out via licensing or assignment. A licensing agreement is a partnership between an intellectual property rights owner (licensor) and another who is authorized to use such rights (licensee) in exchange for an agreed payment (fee or royalty) whereas assignment of IP involves transfer of ownership irrevocably and permanently to the assignee by the assignor ([www.wipo.int](http://www.wipo.int)). Also, proprietary know-how generated by NIELIT is a known form of IP, and its transfer and use is covered by this policy.

#### 3.1 MATERIAL TRANSFER AGREEMENT (MTA)

In case NDA does not cover material transfer clause, an appropriate MTA such as in the case of biotechnology inventions shall be signed between the donor and the recipient of the material regarding the use of the subject material.

#### 3.2 POLICY FOR IP LICENSING AND ASSIGNMENT

Licensing intellectual property to a third party is the most common modality for technology transfer leading towards commercialization. There are various modes of licensing strategy including the following:

- Exclusive licensing: The licensor licenses the IP only to one licensee. In other words the licensee is the only one authorized by the licensor to use and exploit the IP. Even the licensor is excluded from using and exploiting the IP.
- Non-exclusive licensing: In this type of licensing, the licensor is permitted to enter into agreements with more than one entity for use and exploitation of the IP. In other words, the same IP may be used by many licensees at the same time for the same purpose or for different purposes.



- Sole licensing: In this case also, the licensor licenses to only one licensee. However, under this licensing, the licensor can also use and exploit the IP.
- Sub- licensing: Sub- licensing is applicable when a licensee wishes to further license the IP to another party (ies).

Given the breadth of research and development taking place at NIELIT and diversity of the IP so created, each license agreement is somewhat unique to the technology being transferred. The following guidelines are applicable to license agreement with a Third party :

- Generally no entity shall be granted exclusive right for the development/commercialization of intellectual property owned by NIELIT.
- Sub- licensing must be specified whether it is permitted or not, and even if permitted, whether the consent of the licensor is required or not should be clearly stated in the license agreement.
- If an entity is granted exclusive rights with respect to a particular IP, the same should be for a limited period to obviate the possibility of misuse/no- use.
- Wherever applicable, it should be ensured that the licensing process does not restrict the research/publication rights as well as incorporation of necessary material in the thesis of the associated student inventor(s).
- NIELIT and its inventors should be protected and indemnified from all liability arising from development and commercialization of a particular intellectual property.
- Will not place restriction(s) beyond the inventor(s) on NIELIT from entering into research and development in the same area independently or with other organization(s).

The license agreement may contain such other provisions as may be determined by NIELIT in the best interest of the society.

Assignment of IP by NIELIT to another party may be carried out under the circumstances such as conditions by the government or its agencies, defense purposes or if the IP created distinctly accrues benefits to the society at large.

### **3.3 SHARING OF REVENUE BETWEEN NIELIT AND INVENTOR(S)**

This part of chapter refers to revenue generated from monetization of IP. Protection of IP among other things is meant to provide incentive to all those associated with NIELIT with a potential for pursuing research leading to marketable product or processes and as a consequence generate revenue for NIELIT. Therefore, it is the policy of NIELIT to share the revenue from monetization of IP among stakeholders. These stakeholders besides NIELIT will include



inventors, associated academic entities of NIELIT and the administrative entities engaged in IP management and commercialization.

NIELIT reserves the right to determine the share of the different stakeholders involved in IP creation and dissemination from time to time.

Revenue share of the inventor(s) shall continue even after their association with NIELIT ends. The administering entity would evolve procedure to enable this sharing.

### **3.4 POLICY RELATED TO THE USE OF NAME OF NIELIT AND TRADEMARKS OWNED BY NIELIT BY THIRD PARTIES**

NIELIT would allow the use of its name and trademarks owned by it to the Third party(ies) to whom IP has been licensed/assigned through a signed agreement on following conditions:

- (a) IP is intended to be used for the benefit of society.
- (b) IP is licensed/assigned with an undertaking from the licensee/assignee that IP will be used-
  - (i) In a responsible manner to create a product/process conforming to environmental safety, and good manufacturing practices promoted by the Government of India and its regulatory bodies.
  - (ii) In promoting truthful claims and information, i.e. not for misleading the society or users.
  - (iii) Without any liability to NIELIT in case of misuse of IP or accidental damage accruing due to use of IP.
- (c) In no case IP will be used against the interest of India.

In all such cases, the licensee/assignee must take prior approval of NIELIT about the manner in which the name of NIELIT and its trademarks are to be used in any media including print and electronic media.

### **3.5 NONCOMPLIANCE AND CONFLICT OF INTEREST**

All inventors are responsible for compliance with government rules and policies and ordinances related to development and use of IP generated. In all activities arising out of implementation of IPR policy of NIELIT, all faculty members/inventors are expected to avoid potential and mutual conflicts of interest.

### **3.7 JURISDICTION**

For any dispute arising related to IPR implementation, the jurisdiction will be Delhi only.



## Chapter 4

### SUGGESTED IPR ADMINISTRATIVE MECHANISM AT NIELIT

For the facilitation of IPR policy, NIELIT can entrust the role and responsibilities to various individuals and entities. This Chapter describes suggested administration mechanisms for some of the key activities.

#### 4.1 ADMINISTERING ENTITIES

The Intellectual Property Rights Cell (IPR Cell) would be the administrative entity for IP management and commercialization which will be created under Business Development Unit of NIELIT HQ:

The IPR Cell will be specifically set up to provide specialized administrative and managerial support for the industrial tie-ups, operation of sponsored research, consultancy and other related R&D activities of NIELIT.

#### 4.2 ROLE OF IPR Cell

- (a) IPR Cell will work under Head, CCU&QA.
- (b) There shall be a Coordinator/Co-coordinator IPR Cell for formulation/execution of IPR Cell.
- (c) Drafting IPR Policy and changes (if any) from time to time and obtain the approval from Competent Authority.
- (d) Administering IPR Policy of NIELIT.
- (e) To facilitate faculty/student/project staff/supporting staff/visitors in all IPR application activities.
- (f) To empanel the attorney for filing patent on behalf of NIELIT.
- (g) Work on behalf of NIELIT, to process and manage IP registrations.
- (h) Regularly review IP cases (filed/granted applications) for maintenance / discontinuation.
- (i) The IPR Cell will organize the meeting of IPR SC

#### 4.3 IPR STANDING COMMITTEE (IPR SC) AND ITS ROLE

The IPR Standing Committee will be the core administering body, which will be responsible for evolving detailed procedures to facilitate implementation of the IPR policy of NIELIT. IPR SC would also arbitrate on appeals made and any clarifications sought. The IPR SC will have the following members:



<b>Director General</b>	<b>: Chairperson (Ex- officio)</b>
<b>Executive Director (from 2 NIELIT Centres on rotation basis)</b>	<b>: Member</b>
<b>Director (From 2 NIELIT Centres on rotation basis) Registrar, NIELIT</b>	<b>: Member</b>
<b>Chief Finance Officer, NIELIT</b>	<b>: Member</b>
<b>Chief Controller of Examination</b>	<b>: Member</b>
<b>Representative (Director or above) from Intellectual Property Office, Delhi</b>	<b>: Member</b>
<b>Representative from Academic Institution</b>	<b>: Member</b>
<b>Representative from HRD/IPR Division/Group MeitY</b>	<b>: Member</b>
<b>Head of Wing (Technical, CCU &amp; QA)</b>	<b>: Member</b>
<b>Co-Ordinator, IPR Cell</b>	<b>: Member Secretary</b>

IPR SC suggested role would include the following:

- (a) To create expert groups in different subject domains for assessing and recommending proposals for IP filing. (Note: this assessment step can be skipped in case the costs of filing are borne by an external funding source including sponsored project or consultancy.)
- (b) Create and finalize forms, procedures (and guidelines) to implement the IPR policy at NIELIT.
- (c) Evolve proper procedures and guidelines for good practices for record keeping to allow efficient IP filing and protection.
- (d) Tie- up with organizations for filing, licensing/assigning of IPR on revenue sharing basis.
- (e) Appoint a panel of attorneys to facilitate filing of IPs by both NIELIT appointed body as well by individual faculty/staff using their project or other funding.
- (f) Formulate programs for educating faculty/students/supporting staff/project staff/visitors about IPR and other associated issues.
- (g) Provide guidelines for IPR related documentation including creating infrastructure for the same.
- (h) Approach funding agencies for funds for promotion of IPR activities at NIELIT.
- (i) To provide waivers and release of IPR to Inventor(s) and/or Third party(ies) within the framework of IPR policy of NIELIT.
- (j) Redress any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy.
- (k) Create and finalize draft agreements to facilitate IP protection by NIELIT.
- (l) To evolve modalities of financing of IP related activities at NIELIT.



- (m) Deal with any relevant issues arising out of promotion as well as implementation of IPR policy.
- (n) Investigate the matter of violation/infringement of any intellectual property rights related to NIELIT and make recommendations to the Director General for resolution of such violation/infringement.

IPR SC may coopt members from within and/or outside NIELIT to seek their opinion in carrying out any of the above responsibilities.

**Note:** Confidential or Non-disclosure agreements written as per the standard formats made available by IPR SC can be signed by the Lead Inventor on behalf of NIELIT. However, for cases, where the agreements have clauses other than standard format will continue to be signed by the Registrar, NIELIT.

#### **4.4 IPR FUND**

NIELIT shall examine to institute an 'IPR Fund' by accumulating part of the revenue generated from licensing/assigning and other resources to support IPR activities of NIELIT and also allocating some percentage from NIELIT's Surplus Fund. NIELIT would also invest corpus amount every year to encourage filing and registering of IPR(s). The IPR fund will be managed by IPR Cell of NIELIT.





## Chapter 5

### PREVAILING NORMS FOR SHARING

As of now, the income generated by licensing/assigning of IPR or on receipt of royalties associated with technology transfer / specific innovation programs shall be divided as follows:

- (a) 70% (Seventy percent) of the revenue will go to the Inventor(s); the share of each inventor may be decided by the Lead Inventor.
- (b) 30% (Thirty percent) would go to NIELIT for promotion of IPR activities and Patent filing support.
- (c) The norm for sharing the income generated by licensing / assigning of IPR will be applicable for the cases only where NIELIT owns the IPR either exclusively or jointly.