


**The Intellectual Property (IP) Policy of
Vivekanand Education Society's College of
Pharmacy
2018**




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Intellectual Property (IP) Policy, VES College of Pharmacy – 2018

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The Intellectual Property Policy of VESCOP 2018

Part A:


Preamble:

VES College of Pharmacy (hereafter referred to as VESCOP) is an educational and research institution with a vision “to be in the forefront of new idea creation and innovation in technology and science” and a mission “to create an atmosphere in which new ideas, research flourish and translate them into products, processes and services for commercial benefits”

The features of this IP Policy aim to meet such needs and enable VESCOP to achieve its vision. VESCOP's IP policy is designed to identify and protect IPs that is generated from research – patents, copyrights, design rights and trademarks amongst others, that serve the purpose of knowledge diffusion and commercialization.

The IP policy of VESCOP is segregated into two primary sub policies relating to “inventions” and „expressions” associated activities at the Institute. The Inventions related IP Policy relates to patent, design, layout, trademark, bio diversity and related rights whilst the Expressions related IP Policy provides direction for the Copyright and related rights. Various forms that explain in detail the sub processes, various situations and required documentation will be included as part of the implementation of this policy.




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Part B: The VESCOP Intellectual Property (IP) Policy

This policy is applicable to all the VESCOP Personnel – students, faculty, staff, researchers and others related.

VESCOP personnel are entitled to decide that the results of any research undertaken by them in the course of their employment / engagement with the Institute shall be disseminated through publications or disclosed as they wish in accordance with normal academic practice. However, the concerned parties should be aware of the various Intellectual Properties that get created in the course of their research and teaching that has potential for increased productiveness or break through development/inventions and creative activities as a means of effective communication and dissemination.

Under situations where a particular invention / development come under both the sub policies, the IP Inventions Policy will supersede. The Institute's ability to grant waivers to the creators from non-application of the IP policy is delegated to the Principal of the Institute.

I. Ownership

The IP policy has to be accepted and signed by all VESCOP Personnel. VESCOP owns all the Intellectual Property (IP) that is produced by all VESCOP personnel. VESCOP reserves the right to apply for IP protection in India / throughout the world / specific countries for suitable protection of the IP generated.

Annexure 1 gives an explanation of what constitutes significant resources.

II. Disclosure

VESCOP encourages timely disclosure of all potential IP / Inventions / Innovations generated by members of the faculty or staff (including research staff, doctoral students, students and visiting scholars) of the Institute in the course of their Institute related activities. Disclosure enables prompt action by VESCOP to appropriately protect and disseminate the research activities occurring at VESCOP.


Annexure 2 details the process of disclosure and protection of VESCOP Intellectual Property. All such disclosures are considered to be confidential.

III.

IP Licensing and Agreements

VESCOP understands the genuine commercial needs and the security required in the form of IP especially for breakthrough technologies. VESCOP strives to balance this critical requirement by promoting the primary goal of academic and research propagation leading to a practical usage of the technologies being developed.




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The licensing is done by VESCOP through VES Research and Consultancy Centre (VESRCC), which handles the evaluation, marketing, negotiations and licensing of the entire institute owned IP (Refer Annexure 4 for details and Annexure 5 for information on Agreements). In certain cases, VESCOP might use the services of a third party for licensing the technology developed, under mutually agreed terms and conditions with such party, within the framework of the VESCOP IP Policy.

Licensing Types

The type of license provided will depend on the nature of the invention / innovation. VESCOP, being a private institute, encourages non-exclusive licensing towards wider deployment of innovations being developed at the Institute. Under certain exceptions, VESCOP might consider exclusive licensing.

Licenses are provided to a company and not to an individual. License may be limited to that particular IP in discussion and not to its enhancements or modifications. Licenses provided are subject to periodic review including the working status and accessibility / availability of the IP used. Based on the review of the licensing activities, VESCOP reserves the right to extend, modify or terminate the type of existing license provided.


a. License Exemptions

In case of both the inventor(s) and external party (ies) requesting for the license of the same VESCOP owned IP at the same time, preference for licensing may be provided to the inventor(s) based on the nature of technology amongst other considerations.

Irrespective of the license provided, VESCOP retains the right for research exemption and experimental use for patents, design rights and under fair use of copyrights and trademarks on an institute wide perpetual license towards its basic objective of academics and enhancing research. This will include the right to publish, use of technical data, the method, product and related services that has resulted from earlier research which has been licensed for the activities mentioned earlier.

In the case of inventions by its faculty / students / research scholars / other VESCOP Personnel under lien / sabbatical / visit / internship, VESCOP exercises the right to the access of such IP created for the sole purpose of academic work and research under research exemption and fair use, being conducted within its jurisdiction. The stakeholders are encouraged to disclose the invention through appropriate invention disclosure form (IDF) of such developments during their external stay.




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IV. Technology License / Consultancy Projects

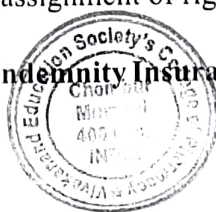
VESCOP recognizes the inventor(s) / creator(s) as a key component for successful commercialization process. VESCOP shall use the following options to utilize the IP generated. It is to be noted that the IP generated would preferably be licensed and not assigned. VESCOP reserves its march-in rights in the case of assigned IP.

1. Technology licensing: This would be as per the current policy and revenues earned will be shared with the inventor(s) in a 70:30 ratio. The 70% due to the VESCOP inventor(s) will be distributed as per the separate inventors' agreement entered into between the inventors. In the case of multiple VESCOP inventors, the default inventors' royalty share is done on the basis of contribution of the individual inventors in the absence of an alternate revenue sharing agreement. Details of royalty sharing are given in Annexure 3. 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.
2. Consultancy Projects: In case of consultancy projects from industries, wherein the PI is involved in literature review, material procurement and data generation, the PI is entitled to assign maximum up to 30% of total project cost towards consultancy. Of this 30% consultancy charges, revenues earned will be shared with the inventor(s) and VESCOP in a 70:30 ratio.
3. Consultancy Projects: In case of consultancy projects from industries, wherein the PI is involved in literature review and data generation, the PI is entitled to assign maximum up to 30% of total project cost towards consultancy. The entire 30% of consultancy charges would be shared among the inventors with no share to VESCOP.
4. Consultancy Projects: In case of consultancy projects from industries, wherein the PI is involved only in literature review, revenues earned will be shared with the inventor(s) and VESCOP in a 70:30 ratio.

For an IP which has not been licensed to any party, the creator(s) may also contact potential licensee(s) on their own initiative, maintaining confidentiality and taking all necessary care so as not to affect the value of the IP, through appropriate agreements such as Non-Disclosure Agreement (NDA) with the potential licensee(s) during technology marketing discussions. Any VESCOP employee CANNOT work or submit similar projects to two different industries. This would be considered conflict of interest and breach of IP policy.

If VESCOP has not been able to commercialize the creative work in a reasonable time frame, the creator(s) may approach the Principal for the assignment of rights of the invention(s) to them.

V. Infringements, Damages, Liability and Indemnity Insurance



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VESCOP shall, in any contract between the licensee and VESCOP, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, upgrades, debug obligations and the content created. The policy also supports the need to indemnify VESCOP personnel built into the license agreements for sponsored research and consultative work. VESCOP shall retain the right to engage in any litigation concerning its IP and license infringements.

VI. Conflict of Interest


The inventor(s) are required to disclose potential conflict of interest while undertaking any IP related activity. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and / or their immediate family have in the company. If VESCOP license to a company in which the inventors also have a stake and management role shall be subject to the approval of the Principal taking the above consideration into fact. All VESCOP Personnel shall be bound by the conflict of interest related policy / guidelines of VESCOP as applicable from time to time.

VII. Dispute Resolution

In case of any disputes between VESCOP and the inventors / creators regarding the implementation of the IP policy, the aggrieved party may appeal to the Principal of VESCOP. Efforts shall be made to address the concerns of the aggrieved party through the appointment of a committee of experts and the verdict of the Principal is final.

- End of IP Policy*-*




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Part C: The Expressions IP Policy

Material Transfer Agreements (MTAs)


This agreement is of relevance to activity which requires a physical material access for research. VESCOP follows a material transfer agreement aligned with its academic and research needs. The MTA is used for both VESCOP to provide a material (typically biological) to any other external party and also to request any material from external agency.

Such agreements are to be finalized in consultation with VESRCC, VESCOP for all materials transferred to and from external agencies.

Teaching / Coursematerial

1. VESCOP acknowledges that the author is the owner of teaching materials created for teaching purposes during author's engagement with/stay at VESCOP.
2. As most of the course content is created cumulatively and in order to enable a wider usage and distribution of the teaching materials created, VESCOP by default gets a license to the copyright and all other rights of the content created by the creator for fair dealing under academic and research context.
3. VESCOP is not liable for any of the copyright violations by its personnel for the content created. The author is expected to carry out due diligence in the course of content creation.





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Thesis

1. The student is the original creator of the thesis, fine-tuned with relevant contribution of the supervisor(s) and the copyright authorship rests with the student creator.
2. The ownership is jointly held by the student creator and the supervisor(s) concerned. The supervisor(s) can waive off their joint ownership if desired.
3. The supervisor(s) is required to sign off at the time of the thesis submission, indicating the commercial / potential commercial / no commercial value of the work concerned.
4. VESCOP reserves the right to identify potential IP generated through the submitted thesis and protect such identified IP before displaying the thesis in public domain. VESCOP gets a non-exclusive, non-commercial license for the display and use of the thesis for academic and research purposes.
5. In the case of a thesis resulting from external funding, the joint ownership of the thesis extends to the external supervisor(s). Pending any specific agreement, the IP and Copyright policy of VESCOP will be applicable by default in such cases.
6. Both the student and the faculty supervisor(s), where applicable, have the right to first refusal for any further adaptations and other derivative work that is intended to be done by either of the parties. They are given three months' time from the day the official request submitted, to exercise their right to refusal. The official request should include at the minimum the adaptations identified.
7. Failure to respond within the time duration of three months will be deemed to be an acceptance of the proposal presented. Either party can approach VESCOP towards the resolution. The Principal of VESCOP authorizes the formation of a panel under the for a resolution process.
8. Irrespective of any agreement, VESCOP reserves the right to use the thesis for educational and research requirements. VESCOP may note prefer the use of NDA for its thesis evaluation.
9. VESCOP gets an automatic right to display the thesis in soft and hard forms.

~ End of Expressions related IP Policy*~*




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All VESCOP personnel and non-VESCOP personnel associated with any activity of VESCOP shall treat all IP related information which has been disclosed to the VESRCC and/or whose rights are assigned to VESCOP, or whose rights rest with VESCOP personnel, as confidential. Such confidentiality shall be maintained till the date as demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public.

In order to expedite and complete the procedural and legal formalities of IP protection, all inventors / creators of VESCOP are required to sign such identified documents and provide assistance to empower and enable VESCOP to complete these statutory requirements within stipulated time.


Assessment of Inventions / Innovations for protection

The Institute shall assess the patentability of the invention and make one of the following recommendations:

1. VESCOP shall take the responsibility of protection of the IP, in which case, VESCOP will initiate appropriate processes.
2. In the event of VESCOP not taking up the responsibility of protection of the IP, the inventor / creator(s) may then choose to protect the IP on their own. However the ownership rights shall remain with VESCOP. In such cases, the cost and revenue sharing will be governed by a separate agreement between VESCOP and the inventor / creator(s).
3. Filings of IP Applications in foreign countries: Within a reasonable period of filing the complete IP application in India, VESCOP shall, based on available information decide on the suitability of protection of the invention in foreign countries.
4. If VESCOP opts not to undertake such protection in any specific country requested by the inventor(s), the creator(s) may then choose to protect the creative work on their own. However the ownership rights shall remain with VESCOP. In such cases, the cost and revenue sharing will be governed by a separate agreement between VESCOP and the inventor / creator(s).

Renewal of IP Rights: A decision on the annual renewal of IP rights will be taken by the Institute. If VESCOP decides not to renew the IPR in any country, then it may assign the rights of the IP in that country to the creator(s) based on a request to that effect from the creator(s) and an internal review. In all cases where IP rights in any specific country have been reassigned to the inventor(s), VESCOP shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by VESCOP.




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Part E:

Annexure 1 – Defining parties concerned and significant usage

In addition to faculty and staff (including project staff), the provisions of the Institute's IP policy will extend to all students, research scholars and doctoral fellows, non- employees who participate or intend to participate in research projects at VESCOP (including visiting faculty, industry personnel, visiting students, fellows, etc.) either in a direct or indirect relationship with VESCOP or through any related activity.

Use of library facilities, internet connectivity, and occasional use of office equipment and office staff will not be considered "significant use" of Institute facilities and equipment. In addition, the following are accepted as no significant usage of Institute resources:

1. The inventor does not use any Institute provided funds or Institute administered funds in connection with the activity resulting in generation of IP.
2. Prior disclosure by the inventors of any intellectual property that closely resembles a specific research project at the Institute, together with an explanation that such intellectual property did not arise through use of Institute resources.

The Institute requires the individual to provide supporting documentation towards the claim of no significant use of the Institute resources and reserves the right to grant appropriate waivers. It is to be noted that in the event of further development or modifications to an earlier individual work by making significant use of VESCOP facilities, resources and related funding, VESCOP may assert further rights in accordance with its IP policies.

Access to facilities for external registered students is limited to their related research and is bound by the IP policy of VESCOP.

Annexure 2 – Disclosure, Assessment and Protection

For all invention(s) produced at VESCOP, the inventor(s) are required to disclose the creative work to the VESRCC at the earliest date using an Invention Disclosure form (IDF) of the Institute.

Disclosure is a critical part of the IP protection process and it formally documents claims of inventorship, the date of the invention and other details of the invention. The inventor(s) shall assign the rights of the disclosed invention to VESCOP.

For sponsored and/or collaborative activity, the provisions of the contract pertaining to disclosure of creative work are applicable.



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All VESCOP personnel and non-VESCOP personnel associated with any activity of VESCOP shall treat all IP related information which has been disclosed to the VESRCC and/or whose rights are assigned to VESCOP, or whose rights rest with VESCOP personnel, as confidential. Such confidentiality shall be maintained till the date as demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public.

In order to expedite and complete the procedural and legal formalities of IP protection, all inventors / creators of VESCOP are required to sign such identified documents and provide assistance to empower and enable VESCOP to complete these statutory requirements within stipulated time.


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Annexure 3 – Revenue Sharing

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


1. 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 VESCOP at the time of disbursement.
2. The revenue sharing ratio between the inventor team and VESCOP will be a fixed 70:30 in favour of the inventor team. IP protection costs will be part of the license revenue sharing agreement between VESCOP and inventor(s).
3. Where applicable and when VESCOP reassigns the rights of the IP to its creator(s) for any country, the cost and revenue sharing will be governed by a separate agreement between VESCOP and the inventor/creator(s).
4. The inventors may at any time by mutual consent revise the distribution of IP earnings agreement.

Annexure 4 – Role of VES Research and Consultancy Centre

VESRCC at VESCOP provides guidance, support and resources to all VESCOP personnel and facilitates protection and deployment of intellectual property. In achieving this goal, VESRCC creates awareness about the importance and role of IP Rights, implements the IP policy, ensures transparency and fairness of implementation processes, solicits feedback regarding the fulfilment of the IP policy and periodically reviews the Policy to improve upon any shortcomings, strengthens the infrastructure and resources for protection and exploitation of IP and makes available expert inputs.

Issues of ownership, confidentiality, disclosure, patentability, technology transfer, revenue sharing, and conflict of interest among others play a very important role in any IP management and workshops / meetings are conducted by the Institute to enhance awareness on related issues. VESRCC also provides templates and guidelines for the contracts, agreements and MOUs governing the effective exploitation of the IP produced by VESCOP. All such agreements and matters relating to confidentiality, infringements, damages, liabilities and compliance are administered by VESRCC.




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Annexure 5 – Contracts and Agreements

All agreements including but not limited to the following categories, for activities undertaken by any VESCOP personnel need to be approved by VESCOP.

1. Confidentiality Agreement / Non-disclosure Agreement
2. Consultation Agreement
3. Evaluation Agreement
4. Research and Development Agreement (R&DA / MOU)
5. License Agreement
6. Technology Transfer Agreement
7. Alternative Dispute Resolution Agreement
8. Collaborative MOU with University / Organization

Principal acts as the final signing authority in all categories of agreements listed above. VESRCC facilitates the process of framing such agreements by way of providing templates and services through professional consultants.




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