

RESEARCH AND DEVELOPMENT MANUAL

RESEARCH & DEVELOPMENT AND CONSULTANCY SECTION

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH
THIRUVANANTHAPURAM

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Preface

The Research & Development and Consultancy (RDC) office IISER Thiruvananthapuram wishes to play a key role in the development of the Institute and to make it as a world class Institute which caters to contemporary research needs of the nation through its teaching as well as research programs. We believe that the essential requirements for a world class Institute are world class faculty members, world class infrastructural facilities, students of very high standards and high research output of international standard.

RDC office of the institute is primarily responsible for monitoring the sponsored and consultancy projects; patenting the new innovation; international/national collaboration between IISER-TVM and other institutes and also support the institute in creating the research infrastructure to achieve high standard among reputed institutions. The research activities of the Institute are mainly those which are (a) of strategic importance to the nation, (b) catering to the needs of large/medium/small industries in the country, (c) catering to the needs of the rural sector by dissemination of scientific technology and training of the rural people, and (d) academic research, including training students in research methodology.

The RDC Office under the supervision of Dean (R & D) is committed to provide all necessary help to the Institute to achieve the highest level of scientific and technological standards. We invite meaningful participation in R&D activities, not only from the faculty and the students but also from external agencies from India and abroad.

1. FUNCTIONS OF R&D AND CONSULTANCIES SECTION

The main functions of Research & Development and Consultancies section are Facilitation and Management of

1. Externally funded and institution funded research projects
2. Industrial consultancy
3. Intellectual Property Rights
4. International research collaborations
5. Staffing and appointments under research projects
6. Database of faculty expertise

The primary responsibilities regarding sponsored and consultancy projects include

- Constant monitoring of new call for proposals/fellowships from various national and international agencies, and intimation of the proposal calls/ advertisements to all faculties.
- Guidance and facilitation for submitting proposals to national funding agencies such as DST, CSIR, DBT, DAE, ISRO, DRDO etc and international agencies like Royal Society UK, Wellcome Trust, Max Planck Institutes etc.
- Monitoring and maintenance of database for all fully or partially externally/institute funded research projects and activities including UGC, CSIR projects of JRF/SRF/RAs.
- Registering sponsored research, consultancy and short term sponsored courses which are approved by the sponsors/funding agencies.
- Monitoring and tracking of budgets and utilization of funds received from sponsors. Preparation of Utilization Certificates and Statement of Expenditures.

The RDC office supports activities by providing faculty members with general guidelines to be followed in preparation of project proposals. All project proposals are routed through the Dean (R&D) of RDC office to different funding agencies.

On receipt of a sanction letter from a funding agency, the project is registered in the RDC office as either a sponsored project or a consultancy. With the completion of the registration process, the project is activated. For consultancy projects the principal investigator (PI) can

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initiate project implementation through the disbursement of money and appointment of project staff would be made only on receipt of the 1st instalment of the project grant from the funding agency.

2. SPONSORED RESEARCH PROJECTS, CONSULTANCY PROJECTS & SHORT TERM COURSES

The sponsored research and consultancy projects is one of the important components of the research activities of the institute. Appropriate projects provide a much needed service to industry. This helps in accelerating our country's scientific research and industrial growth and also increases the academia-industry interaction. Such projects also help the Institute and concerned faculty member in enriching the professional experience and knowledge. These projects also provide first-hand knowledge of the current needs of the industry, thus enabling the faculty to apply their ideas to practical situations and also guide the students working in the project. Finally, these projects provide financial incentives to individuals, schools and the institute as a whole.

2.1 SPONSORED RESEARCH PROJECTS

- I. Each sponsored project will have a Principal Investigator (PI) and/or co- principal investigator (Co-PI) who will be responsible for the formulation of the project proposal according to the format prescribed by the concerned funding agency. The project proposal may include:
 - a) planning of various project activities
 - b) estimation of funds required for the project taking into account the following budget heads: salary of the project staff (with designations), equipments, consumables, travel, contingency and Institute overhead.
- II. The RDC office will examine the administrative requisites of the proposal and process the same to obtain the approval of competent authority before forwarding the proposal to the sponsoring agency. The competent authority for approval is the Director for project proposal is to be submitted to international agencies/ foreign organizations seeking grant in foreign currency, and the Director/Dean(R&D)/Registrar for the project proposals within the country seeking grant in Indian currency.
- III. After the project has been awarded or on receipt of the sanction letter from the sponsoring agency, the RDC office will assign a job number to the project and inform the same to the sponsoring agency, the PI/Co-PI, the Head of the concerned School and the F&A section. This completes the process of initiation/ registration of a sponsored project. The above job number must be quoted in all subsequent correspondence.
- IV. The RDC office will forward the intermediate and final reports on receipt from the PI.

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- V. Appointment of Principal Investigator and Co-Principal Investigator.
- a) Sponsored projects are usually awarded based on a proposal written by a faculty member. In such cases, the PI and/or Co-PI will be identified in the project proposal.
 - b) In case the institute is awarded a sponsored project directly, or a proposal is submitted at the institute level, the Principal Investigator would be identified by Dean (R &D) through appropriate discussion.
- VI. The institute normally requires the cost of the project to be deposited by the sponsoring agency, before the work commences.
- VII. Preparation of statement of expenditure and utilization certificate at every financial year end will be done by RDC office.
- VIII. Forwarding of annual progress report prepared by the PI to the funding agency will be done by the RDC office.
- IX. The project file will be closed with the submission of the final technical and financial project report and transfer of the non-consumables and consumables to the School/Centre stock register and PI will be the custodian of consumables or equipments and can use them for the research purpose as long as she/he works in the Institute.

2.2 CONSULTANCY PROJECTS

- I. All the consultancy proposals must be registered in the RDC office prior to implementation.
- II. Each consultancy project will have a Principal Consultant who will be responsible for formulating the project proposal which may include:
 - a. planning of the work, wherever needed.
 - b. estimating costs according to guidelines.
 - c. identifying other consultants, if necessary.
 - d. execution of work.
 - e. handling all communication with clients after the project has been accepted.
 - f. writing of intermediate and final reports according to the project proposal.

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- g. making recommendations to the RDC office regarding expenditure from the project funds and disbursement of funds to participants in the consultancy project.
- III. Appointment of Principal Consultant: Industrial organization(s) may approach the institute for consultancy work through a faculty member or a functionary of the institute (i.e. Head, Dean or Director). When a faculty member is approached for the work, he/she will be identified as the Principal Consultant. If she/he does not wish to be the Principal Consultant or if the project is referred to a functionary, Principal Consultant would be identified through appropriate discussion.
- IV. The project proposal prepared by the Principal Consultant will be forwarded to the client by the RDC office.
- V. In extreme emergency, a consultant may take up an assignment with intimation to the RDC office, and then seek approval. It must however be ensured that the task involved is not a major one, entailing total charges of not more than Rs.25,000/-.
- VI. The Institute normally requires the cost of the consultancy project to be deposited by the client, in full, before the work commences. However, based on the needs of the client and circumstances, the Institute may permit commencement of work with payment to be made as per agreed upon milestones. All payments from clients will be received by the Institute and expenditure and disbursements made through normal Institute procedures.
- VII. After the initial deposit has been made by the client, the RDC Office will assign a job number to the project and inform the same to the client, the Principal Consultant and the Head of the concerned School.
- VIII. This completes the process of initiation of a consultancy project. The above job number must be quoted in all subsequent correspondence.
- IX. When Institute laboratory equipment (Central Instrumentation Facility(CIF) or School Facility) is being used for consultancy projects, charges as fixed by the institute/ concerned school from time to time, will have to be paid.
- X. The project file will be closed with the submission of the final project report and the disbursement of fees to the consultants and others.

2.3 SHORT TERM COURSES

The institute may also offer specific short term courses if there is a request from external agencies. In such cases, the following rules may apply.

- I. Short Term Courses will be administered like Consultancy Projects under the RDC office.

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- II. The same norms as for consultancy projects will apply regarding purchases and travel, where applicable (only consumable purchases will be allowed).
- III. Courses may be held at the Institute or at the location of the client, or any convenient location etc., as the case may demand.
- IV. When institute laboratory equipment is being used for practical sessions of a course, charges as fixed by the concerned school from time to time, will have to be paid.
- V. If Institute or school facilities are used for lecture material preparation (photocopying, laser printing of transparencies and notes, binding) costs as fixed from time to time, will be deposited to the Institute Development Fund (IDF) or School Development Fund (SDF) respectively.
- VI. Limits on charges for lecture fees and co-coordinator's fees will be applicable only if part or all of the costs of a course is funded by an external agency as per their norms.
- VII. There will be no institute share of lecture and co-coordinator's fees.
- VIII. If a faculty member gives a few lectures in a course organized by an external agency, then any remuneration will be treated as an honorarium and will not be subject to these rules and regulations.
- IX. Earnings from courses may be deposited in the working expenses grant of the concerned faculty / staff.

3. RULES AND REGULATIONS

3.1 BUDGET HEADS

There will be a separate institute account for project funds. All funds received for projects will be deposited in this account. Besides the funds for ongoing projects, this account will be used to maintain a number of funds of the institute as described below.

1. Institute Development Fund(**IDF**): Overheads from projects and portions of payments made to consultants etc. will be credited to this fund as per details given below. The utilisation of this fund will be decided by a committee constituted by the Director.
2. School Development Fund (**SDF**): Each school and centre of the institute will have a separate fund in which its earnings may be deposited. This includes portions of consultancy fees and costs charged to projects for use of school facilities. This fund will be operated by the Head of the School in consultation with the concerned faculties.

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3. Working Expenses Grant (**WEG**): Every faculty member and class A staff may have a separate fund. She/he may deposit her/his consultancy fees due, to this fund. Other earnings, such as from short term courses and project overheads, may also be deposited in this account. The faculty member will operate this fund and the following expenditures will be permitted:

Utilization of Working Expenses Grant under Project/Consultancy category:

- a. This fund is available to the Principle Investigator (PI) for research activities in IISER-TVM during or after completion of the project from the overhead grant generated in IISER-TVM during the tenure of the faculty at IISER-TVM. The faculty member will operate this fund. If the fund is not utilized during the service at IISER-TVM, it will be transferred to SDF.
- b. The following expenditure may be permitted:
 - purchase of books, journals, membership fees of professional societies.
 - repairing and AMC charge of equipments
 - hiring of manpower for support
 - purchase of small equipment/laptop/tablet exclusively for member's professional work and maintenance charge (this will be a property of IISER-TVM)
 - hiring of services such as taxis, caterers etc needed for professional work
- c. any other special expenses.

3.2 COSTS

The cost of a research project will consist of overheads, Actual Expenses, and, for consultancy projects, payment to employees, external consultants and students, service tax on consultancy fees.

3.2.1 Institute Overhead Charges

1. For Consultancy Projects, twenty percent (20%) of the total project cost will be charged as institute overhead and transferred to the Institute Development Fund (IDF). For consultancy projects, in instances involving purchase of major equipment / software packages costing Rs.1,00,000/- or more, the Director, may at his discretion permit reduction of overheads on such items. This concession may, however, be extended only to hardware/software which have a substantial educational / research / future consultancy value, and are retained by the institute and available to those who need it at no charge basis after the consultancy period is over.

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2. For sponsored Research Projects, the Institute will forward proposals with overheads 20% of the total project amount. However, the actual overhead will be based on what the funding agency agrees to. The overhead will be distributed as follows:
 - a. 45% of the amount to the Institute Development fund (IDF)
 - b. 5% to the Staff Welfare Fund (SWF).
 - c. 25% to the School Development Fund (SDF) of the School/Centre where the project is to be executed (in case more than one School/ Centre is involved, this amount will be distributed proportionately to the SDFs of the Schools/ Centres as per the division identified when the project is proposed)
 - d. 25% to the Working Expenses Grant (WEG) of the PI (in case there are Co-PI, this amount will be distributed proportionately to the WEG of the investigators involved as per the division identified when the project is proposed.)

3.2.2 Actual Expenses

The Actual Expenses will cover the following costs related to a project:

1. Permanent equipment to be procured
2. Consumable materials to be used.
3. Computational charges (at commercial rates).
4. Service charges related to experimental procedures of the project.
5. Charges to be paid for the use of specific equipment in the departments or central facilities or outside the Institute.
6. Contingency Expenses. These will cover :
 - a. Cost of supplies, stationery, and photocopying.
 - b. Cost of books, journals, membership fees of professional societies.
 - c. Payment for typing and other office work to external agencies.
 - d. Postage and telephone (including phone deposit charges, rentals and call charges of phones at the office or residences).
 - e. Entertainment expenses (this is to cover costs incurred in meeting clients in the institute or during a tour).

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- f. Costs charged by a department for facilities provided to the project (such as large amounts of photo copying, use of computational and printing facilities, etc.).
7. Travelling expenses
- a. Travel may be undertaken for site visits, meetings outside the Institute, participation in Conferences /Workshops/ Seminars in India and abroad.
 - b. Regular TA/DA rules of the institute will be relaxed in the following manner for travel within India. For travel abroad, Institute rules will apply.
 - i) Rates may be fixed between the sponsor and the consultants when the proposal is made, and these need not be as per the institute rules.
 - ii) where no rates are fixed beforehand
 - no restrictions will be made on mode of travel due to eligibility.
 - full DA plus actual hotel expenses (boarding and lodging), subject to a maximum of twice the daily gross salary at the ceiling of the scale of the concerned employee (gross excludes HRA) will be paid.
 - actual taxi/auto charges incurred, including hiring of taxis on an hourly basis will be allowed. Where no cash memos can be obtained, signature of the driver on a prescribed form must be obtained.
8. For consultancy projects, for each site visit a fee can be charged at a rate specified in the project proposal subject to a maximum rate/fee specified from time to time by the institute.
9. Salaries of project employees

3.2.3. Payment to employees, external consultants and students in consultancy projects

Payment can be one of the following:

- a. Consultation fees to faculty and technical staff.
- b. Honoraria to students.
- c. Honoraria and overtime to other staff.
- d. Payment to students.
- e. Fees to external consultants

Any payment due will be divided into two parts:

- a. Sixty percent (60%) of the amount will be paid to the person concerned.
- b. 20% of the amount to the Institute Development fund (IDF)
- c. 20% to the School Development Fund (SDF) of the School/Centre where the consultancy project is to be executed (in case more than one School/ Centre is involved, this amount will be distributed proportionately to the SDFs of the Schools/ Centres as per the division identified when the project is proposed)

As mentioned previously, a faculty member or a class A technical staff member, at her/his discretion, may deposit part or all of the payment due into his/her Working Expenses Grant (WEG).

Service Tax is compulsory on all consultancy services. Service tax at the rate prescribed by the Government from time to time will be charged. The current rate of Service Tax in force now is **12.36%** of the total consultancy fees. Service Tax is to be paid by the party which obtains the services i.e. the clients. Therefore, it is essential that the Coordinators of the consultancy projects inform the clients of the amount payable by the clients as Service Tax in addition to the consultancy charge. For example, if the consultancy fee charged to the clients is **Rs.100/-**, the clients will also pay an additional amount of **Rs.12.36/-** as Service Tax. The Service Tax so collected will be deposited in to the Govt. accounts of the Central Excise Department.

3.3 External Consultants in Consultancy Projects

The services of external consultants may be utilized to a limited extent in order to provide comprehensive services to clients. Such external candidates will be entitled to a lump sum honorarium /fees. Disbursement norms are detailed in section 3.2.3 above. The honoraria payable to external consultants may not exceed 40% of the total consultancy fee for IISER-TVM consultants.

3.4 Norms for appointing project staff

1. There should be provision for appointment of project staff in the project.
2. Funds should be available for project staff in the project OR there should be a commitment from the funding agency for providing funds for project staff. In the latter case, appointments will be made only after the receipt of funds.
3. If the above two conditions are satisfied, then appropriate appointment procedure among the following may be adopted:
 - a. Open selection by publication of the advertisement in the institute website. Advertisement may also be sent to other educational institutions.

- b. In special and exigent situations – direct appointment for duration up to one year.

However, other appropriate appointment procedures may also be adopted if the terms and conditions of the funding agency so demand.

In case of 3. (a) above

- a committee to shortlist candidates to be called for interview (min. of 3 members including the PI) to be constituted by the PI or Co-PI, with the PI as the convener, a faculty member and School Coordinator or nominee of Dean (R&D) as the Chairman with the approval of competent authority.
- Recommendations of the committee upon interviewing the short listed candidates.

In case of 3. (b) above

- Description of exigency for direct appointment.
- Bio-data of the person(s) to be appointed directly.
- Recommendation of a committee with at least three members examining the candidature.

4. All project appointments will be contractual and on the basis of consolidated monthly compensation.
5. The tenure of contractual appointment of a project staff will be for the duration of the project or three years whichever is less.
6. The total period of contractual employment in two or more projects in no case shall exceed five years.
7. Selection of JRF/ SRF/ RA shall normally be made as per the guidelines provided by the sponsoring agency, or as per institute requirements, and with the approval of the competent authority.
8. All appointment letters shall be issued by institute administration on approval of competent authority.
9. The Principal Consultant / Investigator shall consider prevailing compensation packages, general qualifications and experience of staff while preparing project proposals.
10. The project staff thereafter will work under the Principal Investigator/Co-investigator(s) of the project. The PI/Co-PI will monitor the works of the project staff. The PI/Co-PI will sanction and record casual leaves of the project staff.

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11. On the completion of each year of service during the contract period suitable enhancement of monthly compensation may be considered by the PC/PI.
12. The project employees shall be entitled to HRA, if accommodation on the campus is not made available to them. Expenditure towards subsidized in-campus accommodation/ HRA and medical facilities shall be charged to the salary head of the respective project.
13. Incidences wherein the PI/Co-PI observes an irregularity from the project staff, the same may be communicated to F&A for stopping the payment of remuneration.

3.5 Conduct Rules

Project employee shall

- follow general code of conduct of the institute.
- maintain secrecy of the research findings / technical information and shall not get involved in unauthorized communication of any official document or information.
- The PI may, at his discretion, constitute committee(s) to conduct disciplinary proceedings, if necessary against project employees. On the basis of the report, suitable disciplinary action may be initiated.
- project employees may be allowed to register for the Ph.D. programme of the Institute if they fulfil all the requirements prescribed by the institute.

3.6 Limitation

It is expected that only those consultancy projects will be accepted by the institute which provide challenges befitting professional competence of the faculty members. Therefore, undertaking routine testing jobs is discouraged. Sufficient caution also needs to be exercised to ensure that consultancy projects do not interfere with the normal duties of faculty members. Thus, the time spent by a faculty/staff member on consultation work should be limited, on an average, to one day a week.

4. PROJECT EXPENDITURES

The project expenditures generally fall under the following categories;

- Expenditure related to purchase of equipment/consumables/contingencies/ set up fabrication, etc.
- Salary for project staff.

4.1 Purchase related expenditure

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For all purchase related matters, institute purchase rule will be applicable.

4.2 Travel related expenditure

- There should be provision for travel in the approved project.
- There should also be funds available in the appropriate account head.
- Approval for travel will be given as per regular travel rules of the institute.
- In case the project staff is participating in the conference in-lieu of the PI, the request for sanction should be from the PI (not the project staff).
- The PI can apply for an advance, if required, by filling the “temporary Advance form” which can be downloaded from the web. An estimated breakup of expenditure should also be submitted.
- For local travel within Trivandrum city, if necessary, use of a hired car is allowed with prior permission.
- On return from the journey, the PI/project staff is required to settle all the expenditure within 3 weeks after return. All documents like conference registration fee receipt, hotel charges & local expenditure (as per the Institute rules), journey tickets (for Air, Rail, taxi, etc), along with the settlement form are required to be submitted to the F&A office.
- For any other matter, Institute travel rules may apply.

Intellectual Property Rights (IPR) Cell

The Intellectual Property Rights Cell (IPRC) under the supervision of Research, Development and Consultancies (RDC) office will be responsible for dealing with all the Intellectual Property (IP), which can be commercially exploited either with or without registration under the Patents Act/Copyright Act. IPRC is responsible for processing and commercializing all intellectual property generated out of the intellectual effort of the creator employed temporarily or permanently at institute or studying at institute.

Objective

The objective of the Intellectual Property Rights Cell is to:

- a) foster, stimulate and encourage creative activities in the widest sense in the areas of technology, sciences and humanities.

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b) protect the legitimate interests of faculty/scholars/students of the Institute and the society and to avoid as far as possible conflict of opposing interests.

c) lay down a transparent administration system for the ownership control and assignment of intellectual property and sharing of the revenues generated by the intellectual property generated and owned by the Institute.

1. Definition

a) "Intellectual Property" broadly includes any property generated out of intellectual effort of the creator(s) ,whether or not eligible for statutory protection or whether or not so protected.

It includes but is not limited to

(i) scientific and technical advancement in the form of innovations, inventions, discoveries, products and processes, computer hardware and software, materials , biological material, algorithms, IC layout designs, mask works, any technical information, know-how, trade secrets, confidential information, or/and any other intangible proprietary information or Intellectual property rights .

(ii) Industrial and architectural designs, all copyrightable works, models, drawings, software, creative, artistic and literary works teaching resource materials generated, records of research etc.,

(iii) Trademarks, service marks, logos etc.

b) "Intellectual Property Rights" means any and all tangible and intangible rights associated with a) works of authorship, including copyrights, moral rights, neighbouring rights, and derivative works thereof, b) Patents, trade secrets, Industrial designs and other industrial property rights, c) trademark and trade name rights, d) Mask rights, and e) all other kinds of IPR intellectual property rights however named or designated whether arising by operation of law in India or outside India, treaty, contract or otherwise, together with all applications, registrations, renewals, extensions, continuations, divisions or reissues thereof.

c) "Creator" shall mean and include inventors, researchers, author(s), or any person who has contributed to the conception or/and development of any IP.

d) The "Intellectual Property Rights(IPR) committee" is a group constituted by the Director from time to time to evaluate and to make recommendations regarding IP related issues .

2. Ownership

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a) Inventions, Designs, Integrated Circuit Layouts and other creative works:

(i) With the exception of rights to copyright of works which are dealt with under provision 2(b) below, Institute shall be the owner of all intellectual property (IP) created by creators, unless specific agreements / contracts are entered into by the Institute as described below, prior to the creation of the IP, with an agency funding the research leading to the creation of the IP, or with a temporary employee or student.

(ii) Specific provisions related to IPR ownership made in contracts governing the collaborative activity arising out of sponsored or collaborative research, or consultancy assignment(hereinafter “Collaborator”) shall be determined based on the following :

(a) Sole ownership of IP by the Institute

Unless otherwise indicated as provided in ii(b) below, IP generated through Institute collaboration activity, shall be owned solely by the Institute. The Collaborator shall have the first right to negotiate either an exclusive or non-exclusive royalty- bearing license for commercial use of Institute-owned IP.

b) Joint ownership of IP by the Institute and the Collaborator

The Institute will consider joint ownership of IP where a Collaborator contributes its background IP to a collaborative activity or where a Collaborator makes intellectual contributions to such activity through the participation of its personnel in generating IP together with the Institute, provided the Collaborator also meets a substantial portion of the costs of such activity or to the research project arising out such activity. If the Collaborator wishes to exploit such jointly owned project IP commercially, the Institute will grant the company the first right to negotiate a royalty-bearing license from the Institute.

In all these cases, a separate agreement/contract shall be entered into and such the contract / agreement / MOU will specify the ownership and the conditions such as right of first refusal to such IP if applicable, the fee/royalty payable for ownership / licensing of such IP as applicable, and also specify how the patent filing, registration and maintenance costs will be borne by the sponsor and / or the institute. When faculty / staff enter into an agreement for undertaking sponsored research or consultancy, they are required to assist the Institute to determine which of the above options is applicable to the particular project given the nature of research proposed to be undertaken, the degree to which prior relevant expertise of the researchers and Institute facilities are leveraged, and the amount of funding provided.

(iv) An employee of the institute who is on sabbatical or other forms of long leave, or a student who is on leave or is permitted by the Institute to be employed in an organization while being registered as a student, and who is engaged in research in an/the organization with the permission of the Institute, will be permitted to directly negotiate with the organization, the terms of any IP sharing that is generated, in its entirety and without any use of Institute resources, during the duration of the engagement in that organization. However, any revenue that is received by the employee/ student subsequently while on duty at the Institute, as royalty / fees for the IP generated as above, shall be subjected to the prevailing IPR revenue sharing norms of the Institute. IP developed by the said employee or student during this period without involvement of creators who are employees or students of the Institute will be outside the purview of this policy. However, in case the IP so created by the employee/ student, during the leave period as described above, is based in part or

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full on prior IP developed at the institute, the employee/student is required to inform the institute and enable the Institute to enter into a licensing agreement with the organization in which the employee/ student is temporarily engaged.

b) Copyrightable Works:

(i) Ownership of copyright of all copyrightable work including books and publications shall rest with the creator of the original work with the following exceptions:

(i) If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IPR made in contracts governing such activity shall determine the ownership of the copyright.

(ii) Institute shall be the owner of the copyright of work, including software, created with significant use of Institute resources.

(iii) Institute shall be the owner of the copyright on all teaching material developed as part of any of the academic/distance learning programs of Institute. However, the creator(s) shall have the right to use the material in her/his professional capacity.

3. Evaluation and Management of IP

The Intellectual Property Rights Cell under Dean of RDC Office of the Institute is responsible for evaluating, protecting, marketing, licensing and managing the IP generated at the Institute. The creators of the IP shall provide all the necessary information to Dean of RDC office to enable it to determine whether the Institute desires to own and manage the IP. An Invention will typically be patented by the Institute if it has ultimate commercial motivation and viability, even if it is not in the immediate future. If the Institute decides not to own and manage the IP, it shall permit the creator(s) to file patents and protect the IP on their own. However, share of the Institute in revenue resulting to the employee / student from licensing from such IP will be determined as described in Section 8. In the case of patentable IP, it is essential that patent protection is filed before publication or disclosure in any other form in public domain of the patentable IP

The IPR Committee will examine the IP application and will then make specific recommendations regarding Patentability/Registration of the proposal by the Institute. The committee may seek the assistance of experts for this purpose. In all these endeavours, confidentiality of the IP shall be strictly ensured. In case the contract / agreement / MOU with a sponsor specifies that the sponsor will manage the process of filing of patents and bear the associated costs, the creators will provide information to the Patent Cell / Office of each such filing / application. Progress of the application through various stages, such as PCT, national phase, etc will be informed to the Patent Cell / Office by the creators as and when the creators become aware of such progress .

4. Registration of IP including patents & copyrights:

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a) Filing of Applications in India

Creators of the know how/designs/instruments/devices/processes/specimens and other such IP, who want to get patent(s) for the patentable IPs are required to make an application for the purpose to the Dean (R&D) as per the procedure specified by the Institute at the time. In case, a sponsor of the research leading to the IP has contractually undertaken the responsibility of filing of applications, the creator may interact with the sponsor for the filing, after informing the IPR Cell / Office of the same. The creator is required to keep the Cell / Office informed of the progress of the application as it goes through various stages. The details of the application such as title, names of inventors, invention details etc must be provided. Creator(s) are encouraged to file a provisional patent as soon as possible in order to protect their rights to the IP. As part of this process, a search report can also be obtained of existing patents that may relate to the key contributions of the proposed patent, to assist the creator(s) in their decision regarding filing of an application. If the creator(s) can pay for the cost of provisional filing from

- (a) the funds of the research project resulting in the IP, or
- (b) the PDF/WEG of the creator(s), or
- (c) School Development Fund (SDF) of the department(s) of the creator(s) with approval of the concerned department Heads, or
- (d) personal financial resources of the creator(s),

the permission for filing of provisional patent will be given automatically before evaluation of the application made by the creator(s) by the IPR Committee. However, should the Institute after due evaluation decide not to manage the IP, the provisional application will lapse, unless the creator(s) decide to take up the subsequent stages on their own. In such cases, the Institute will waive its rights to the ownership of the patent rights. If Institute decides to jointly or fully own and manage the IP, it will bear all costs related to filing and protection after the date on which it decides to do so. In case, the creator(s) paid for the provisional filing from personal financial resources or PDF/WEG, these costs will be reimbursed after the Institute decides to own and manage the IP. All Institute employees associated with any activity of Institute shall treat all such IP-related information, which they may have access to as part of their official duties, as confidential. Such confidentiality shall be maintained till such time as required by the Institute or by the relevant contract, if any, between the Institute and concerned parties, unless such knowledge is in the public domain or is generally available to the public.

b) Filing of Applications in Foreign Countries

The institute may consider requests for registration of Patents in foreign countries, based on the merit of the IP. Typically, the process to be followed in such cases is the filing of a provisional application, detailed evaluation of the commercial potential of the IP in the countries proposed for filing, filing of Patent Cooperation Treaty (PCT) application in case such potential is present, followed by national phase filing in the selected countries. During the time before the process reaches the national phase, the commercial potential will be continually assessed, and if at any time it appears that the commercial potential in a foreign country appears to be low, institute may decide to not file in the particular country. During this period, the creator(s) are also encouraged to apply for financial support for international filing being provided by several ministries to public institutions. If the Institute decides not

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to file such a patent in any foreign country, the institute shall assign the rights for the IP in that country to the creator(s) and permit the creator(s) to protect the IP in that country either on their own or in partnership with a sponsor. Any revenue accruing to the creator(s) as a result of exploitation of the rights assigned to the creator(s) in that country will be subject to the rules for sharing of revenue with the Institute that are applicable to the creator(s) as per their employment / enrolment contracts. The creator(s) may seek re-imbursement of the costs borne by them for protection of the IP in that country from the revenue prior to sharing with the Institute. In case the patenting costs are borne by the sponsor of a research project as agreed upon in the contract / agreement, the IPR Cell only needs to be kept informed of the progress of the international patent application(s) through various phases such as PCT, national phases, etc. The sponsor may choose any legal firm of their choice for the filing. If the Institute takes up the filing, the creator(s) are required to engage one of the legal firms approved for filing from time to time.

5. Renewal of Patents

The institute will pay the Patent Fees for the first seven years in all cases where patent is taken by the Institute. If it is a joint patent with a sponsoring agency the patenting costs may be equally shared. If the patent has been commercially exploited within the first seven years, the Institute shall pay the Patent Fees for the remaining period of the life of the patent. If the patent has not been commercially exploited within the first seven years, the institute and the creator(s) shall share the subsequent instalments of renewal fees on 50:50 basis. The creator(s) are permitted to pay their share of the costs from their PDF/WEG. If the creator does not show interest in such renewals, the Institute can either continue maintenance of the patent by paying the fees for its full term or withdraw application for Patent protection at its discretion.

6. Confidentiality of IP

Every creator in the group as well as everyone involved in the protection process will not disclose the details of the IP to any person/organisation without prior written permission of the Institute. In case of thesis and other such written documents containing details of patentable IP, all measures to avoid attracting the public disclosure clause leading to denial of patent may be taken by creators. It is best if the creators make provisional patent filings before documenting the details of the IP in theses, papers and other documents.

7. Licensing of IP

Institute, through its Patent Cell, or its agents, or the creator(s) may approach external agencies for licensing of IP owned by it. All agreements shall be signed by the Dean (R&D) and the creator(s) of the IP being transferred, on behalf of the Institute. In case of IP involving more than one creator, a coordinator from among the creator(s) shall be identified by the creators, for IP protection purposes. At this stage, all members of the group of creators shall sign a revenue sharing agreement for the IP being transferred. This revenue sharing agreement may be modified at any time on mutual consent among the creators and intimated to the Dean (R&D). Any conflict with regard to revenue sharing among the creators will be resolved by the Director of the Institute or his representative which is binding on all the creators of the IP.

8. Revenue sharing

a) The revenue shall be divided among the creators as per the prevailing IPR revenue sharing norms of the Institute at the time of signing of the agreement. In case the patent filing and

registration costs for one or more countries are not borne by the Institute, the creator can first deduct the costs incurred by the creator in this regard and in regard to maintenance of such patents from income accruing to the creator from the commercial exploitation of the patent in those countries. Excess income beyond such recovered costs will be shared with the Institute as per the prevailing norms of the Institute.

b) The creator(s) can start a new research project with the amount available to them from such revenue, i.e. the entire amount or a partial amount of the creators' share can be put into a new research project for further development on the patent topic or further research in a related area. On request by the creator(s), the Institute will contribute an equal share, but the maximum share of such contribution by the Institute will be limited to 50% of the revenue accruing to the institute .

9. Exception

Creator(s) may apply to the Institute for permission to patent/license know-how to organizations by themselves, when such IP is not related to the official duties and roles of the creator in the Institute. Such IP will typically be in an area totally unrelated to the professional expertise of the creator for which the Institute has employed him/her. IPR Committee will examine the proposal and recommend whether or not the request by the creator(s) can be acceded to. If on the recommendations of the Committee, the Director permits the creator(s) to own / protect / license the IP independently, the creators will be the sole beneficiary of all earnings from such IP and no amount there from will be payable by the creator(s) to the Institute.

10. Copyright

a) All Ph.D. / BS-MS theses are to be copyrighted with a copyright note: © *Indian Institute of Science Education and Research (year)*. All rights reserved. The technical reports, review works, may also be copyrighted, if the author wishes to copyright.

b) While copyrighting the thesis it is the responsibility of the creator to ensure that the contents do not violate any copyright rules. If diagrams, tables and text are reproduced from any other copyrighted work, prior permission is to be obtained by the creators from the owner of the copyright document from where the material is taken.

c) If information from some other sources are included, appropriate acknowledgement has to be given to this source, as per copyright law.

d) Copyright Exceptions:

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(i) The ownership of the copyrights by the Institute in no way deprives the claims of the creators / authors to publish the contributions in scholarly and intellectual work, and their authority to improve, publish and propagate the work. When a journal that accepts a paper submitted by an employee/student requires copyright for the paper to be given to them before publishing the said paper, the employee/student may do so.

(ii) The Institute may waive ownership of copyrights it owns in favour of the author(s), contributor(s) on request.

(iii) Students and scholars may be allowed ownership of the copyrights to their works provided

- they do not result from works for which they had received financial or supervisory support of any form from or through the Institute
- the work does not include any material generated entirely or partially with the help of institute facility or ongoing research programme or the intellectual input of any employee of the institute.

11. Computer Software

a) A computer software may be patented, copyrighted or trademarked depending upon the IP Content. A Computer Software may be distributed by its creator to researchers / teachers /

students in other institutions for research and teaching purpose only after obtaining appropriate undertaking from the recipient to the effect it will not be used for commercial purpose nor will it be transferred to any other party without explicit permission of the creator/ institute. This transfer does not liberate the software from IPR protection. The creator may decide to put IPR protectable software on public domain in the spirit of dissemination of scientific knowledge or set standards or obtain scientific feedback from the users to advance the research. However, the creator is encouraged to protect IP of such software as per the usual procedure.

b) The legal and IPR restrictions by the suppliers of the software in the use of all software procured by the creators shall be clearly understood and adhered to.

c) Institute encourages incorporation of software without license restrictions in the research and development works undertaken by its employees / students since they do not restrict, constrain and Impair the institute's right to develop and distribute the R&D work.

d) Before copyright and patent for software ownership is sought for by creator(s) the terms and conditions are to be settled with the owners of the copyright to the original software platforms, based on which the new software may have been developed.

12. Publication based on IP

a) Faculty members, scientific staff, research scholars disseminate their creative work through publications for which they generally have unrestricted freedom. Publications constitute only a part of the body of knowledge generated. The institute policy is to encourage transfer and dissemination of knowledge in as complete a form as possible subject to the following restrictions:

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(i) In the case of publications based on externally sponsored work permission from the sponsoring agency may sometimes be contractually required. The institute's agreement with the sponsor usually requires that this permission may not be normally denied except so far as to protect any tangible IP which may be of commercial value or of security interest to the sponsor, and the sponsor will act within a reasonable time (not exceeding three months) to give the permission to publish.

(ii) All publications based on sponsored project shall also acknowledge the sponsor's support for the work reported in the publications.

(iii) All the contracted obligations have to be adhered to by the creators in the case of IP generated through sponsored work.

b) In case of patentable IP, it is desirable to obtain the patent protection at least in the form of a provisional application before such an IP is either published or exchanged so that both academic and commercial value of the IP is protected.

c) In order to protect the commercial value of an IP without affecting the exchange of information, a special confidentiality agreement may be signed between interacting parties before exchanging the information about any IP.

13. Agreements and Contracts

a) Agreement categories and authorized signatories

All agreement including but not limited to the following categories, are to be approved by institute:

(i) Confidentiality Agreement, Classified Information Nondisclosure (specific) Agreement, only to enable the institute to ensure that the Agreement does not render the institute liable in any manner for breach of the agreement. Since such agreements often need to be entered into quickly to enable progress in collaboration / interaction, institute will respond promptly if the Agreement IS entirely between the external party and the employee or student, and the institute is not directly or indirectly made liable by the Agreement in any manner.

(ii) Revenue Sharing Agreement, Indemnity agreement.

(iii) Evaluation Agreement, Consultation Agreement, Research and Development Agreement

(iv) Technology Transfer Agreement, License Agreement, IP assignment agreement

(v) Alternative Dispute Resolution Agreement

Dean (R&D), as designated by the Director, acts as the final signing authority in all the categories of agreements listed above, except confidentiality agreement which may be signed by the creator with the consent of Dean (R&D).

b) Infringements, Damages, Liability and Indemnity Insurance

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(i) In any contract with the Contracting party institute shall obtain indemnity from legal proceedings against the institute including its employees, without limitation, due to reasons including but not limited to manufacturing defects, production problems, design guarantee, upgradation and debugging obligation.

(ii) Generally institute shall obtain, through appropriate agreement, indemnification from the organization to which IP is transferred, against any direct or third party legal liability arising out of commercial exploitation of IP.

(iii) Any computer software developed and distributed by the institute either through public domain or commercially, shall have explicit disclaimer against any liability arising out of the use of software by any user.

(iv) Institute shall retain the right to engage in any litigation concerning patents and license infringements .

c) Conflict of Interest

(i) The creator(s) are required to disclose any conflict of interest or potential conflict of interest. If the creator(s) and/or their immediate family members 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.

(ii) A license or an assignment of rights of any IP to a company in which the inventors have a stake shall be subject to the approval of the Dean (R&D)/Director taking into consideration this fact.

14. Dispute Resolution and Jurisdiction

In case of any dispute with regard to IPR policy, the decision of the institute shall be deemed final and binding.

As a policy, all agreements to be signed by the institute will have the jurisdiction of the courts in Thiruvananthapuram and shall be governed by appropriate laws in India. Exceptions to this may be allowed in certain cases by the Director of the institute.

