PONDICHERY ENGINEERING COLLEGE
INTELLECTUAL PROPERTY CELL
IP RIGHTS POLICY

1. Preamble

The Pondicherry Engineering college (hereinafter referred to as PEC/Institute), is a prominent Engineering school, sponsored and fully funded by the Govt. of Puducherry. The College established in the year 1985 under the 7th Five year plan stands discerningly visible in terms of well qualified faculty, state-of-art infrastructure, competitive academic programmes and quality research. Currently, it offers eight undergraduate programmes, eleven post graduate courses, and PhD programmes catering to a student strength of over 2500. It is an autonomous Institute affiliated to the Pondicherry Central University and has been recognized by MHRD as a minor Quality Improvement Programme (QIP) centre. The Institute has been included under 2(f) and 12(b) of UGC Act of 1956.

Research has been a vital strength of this Institute. Eight departments of Science and Engineering have been recognized by the Pondicherry Central University for offering Ph.D. programmes. Around 350 research articles are published annually by the faculty, scholars and students. Research projects to the tune of Rs.50 to 60 lakhs are secured every year by the faculty members across the Institute from various funding agencies. The holistic growth of the Institute has opened up a lot of opportunities for industry product testing, certification and consultancy activities. Consequently, PEC is the consultant for all technical activities and projects of the Government of Puducherry.

In the evolving scenario of the world today, with increasing awareness of the ‘knowledge asset’, an Intellectual Property Rights (IPR) Policy is needed to preserve the interest of PEC. Of late, researchers of this institute are becoming increasingly conscious of the need and importance of protecting such new knowledge generated through appropriate IPR systems. This has prompted the establishment of an IPR cell in 2016. The IPR cell has formulated its intellectual property policies in alignment with the vision and mission statements of this premier institute.

The PEC IPR policies are intended to provide guidance to its faculty, staff, students and research scholars on the practices and rules of the Institute pertaining to intellectual property rights (IPR) and facilitates protection of the rights of the Inventor (s) and as well the obligations which include its ownership, commercial exploitation, technology-transfer and end confidentiality requirements. At the same time, it also motivates the faculty, students and researchers of PEC to initiate technology transfer using the intellectual property rights.

Consequently, the policy is expected to promote a conducive environment for both Scientific and Industrial research and development activities at the Institute and creation of original works of authorship. The IP policies of PEC are 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, and related rights whilst the Expressions related IP Policy provides direction for the Copyright and related rights.

It is to be emphasised that this IPR policy is to be treated more as a guideline than a strict rule in the legal sense in view of the evolutionary scenario in the nations IPR policy and is, therefore, subject to changes if a need arises. This document and addendum (Operating guidelines) are designed to give a wholesome picture of IP management at PEC.
2. Purpose
Fostering prosperity through excellence in education and innovative / collaborative research, are the guiding principles of PEC. 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 to carry out further research. In addition to IP creation and protection, the endeavour is to provide an intellectual property environment that encourages the development of inventions and other intellectual creations for the best interest of the public, the creator, and the research sponsor, if any.

This Policy is further intended to protect the respective interests of all participants by ensuring that the benefits of such property ensue to the public, to the inventor, to the Institute and to sponsors of specific research projects in varying degrees of protection, monetary return and recognition, as circumstances justify or require. In a nutshell, the established IPR cell will allow for:
- Creation of an innovative research forum at PEC thereby furthering the research capacity and ability to contribute to the changing needs of the society.
- Formulation of an IPR management policy and procedural guidelines for converting the knowledge generated in the Institute to wealth;
- Provision for technical, legal and other support needed for IP protection, technology transfer, licensing and commercialization issues.

3. Objectives:

The major objectives of the IP policy of PEC are bifurcated into two sections namely:

A. Inventions related IP Policy
B. Expressions related IP Policy

A. Inventions related IP Policy:

1. To encourage newer inventions in the form of patents, designs, layouts, trademarks among the employees/ students at all levels by stimulating intellectual inquiry, thereby generating new knowledge and IP assets.
2. To facilitate the transfer of knowledge and technology to the intended users to promote utilization of such resources for benefit of the society.
3. To provide for an equitable distribution of economic gains resulting from new intellectual property among the developer, author, or inventor (the originator), the Institute, and, where applicable, the sponsor.
4. To promote an indigenous technology driven to meet the local needs thereby improving the socio-economic status of the country.
B. Expressions related IP Policy:

1. To create a conducive and competitive environment for dissemination of knowledge and application of new technology through documentation and research in line with the education mission of the Institute.
2. To safeguard, review and manage the intellectual property of the employees and students at all levels so that they may receive adequate IP protection against unauthorized use during their tenure of employment / engagement at the institute.
3. To facilitate development of educational schemes/ models/ methodologies to improve the teaching learning process and groom quality engineering graduates to meet the technical manpower requirements of the country.

4. Scope

PEC acknowledges the role of numerous stakeholders in the creation of its Intellectual Property (IP), namely the government, public, researchers, faculty, staff, research students, postgraduate and undergraduate students, sponsors, technology transfer units and the national IP offices. PEC recognizes the intangible IP assets like inventions, copy right, know-how, designs and other creative and innovative products generated during the scientific and intellectual pursuits of its faculty and its students. The institute IPR policy covers all rights including protection arising from the intellectual property devised, created or generated by the faculty members, staff, students, research scholars, persons employed in sponsored research and consultancy projects.

5. IP Policy

A. Inventions related (IPP-IR):

1. Applicability

This policy is applicable to potential IP/Inventions /Innovations/software programs/Designs/Integrated circuit layouts and patentable subject matter of all the Faculty, Staff, Research scholars and students of PEC created during their stay in PEC using the resources of PEC.

2. Ownership

a. PEC is the sole owner of all the creations mentioned in Clause 1. All inventors/Creators should submit a Confidentiality and Assignment Agreement document (IPR Form 3) to this effect at the time of submission of Invention disclosure form (IPR Form 1).

b. If the invention is the result of work carried out in PEC with the financial assistance of AICTE/DST/DRDO/ISRO or any other Central/State research organizations/bodies (Refered as Sponsored Research here after) ownership will be based on the rules and regulations of the sponsoring organization. If no such condition prevails, PEC is the sole owner of the creation and Clause 2.a of IPP-IR will be effective.

c. If the invention is the result of work carried out in PEC or collaborating industry with the financial assistance of Industry (Refered as Collaborative Research here after)
ownership will be based on the agreement PEC makes with the industry during the initiation of the project. If no such clause exists in the agreement, PEC is the sole owner of the creation and Clause 2.a of IPP-IR will be effective.

d. In case the inventor is leaving PEC due to superannuation or other reasons, he/she shall assign the rights of the disclosed IP to PEC before leaving the institute and this is a mandatory requirement for obtaining no due certificate. He/she shall agree to the terms and conditions for the sharing of any financial benefits that may accrue by the institute by commercialization of such IP.

e. Having made the disclosure, the inventors, both PEC and non-PEC personnel, shall maintain confidentiality of the IP during the period when efforts are made for protecting and commercialization of the IP, unless authorized in writing by PEC.

Under all circumstances, PEC reserves the right to use the IP generated for its academic and research purposes. Renewal of IP rights will be decided by IPR Advisory Committee of PEC. In case, PEC is not interested in protecting an IP and continuing IP protection, if Inventors prefer, can protect the IP on their own, with due permission from the IPR cell and Principal of PEC.

3. Technology Transfer/IP Licensing

a. Technology Transfer/IP licensing will be carried out by IPR cell of PEC either directly or through third party Agents recognized by IPRAC under mutually agreed terms and conditions with such party for the IP solely owned by the institute.

b. Technology Transfer/IP licensing for sponsored research will be as per the rules and regulations of the sponsoring agency. If no such rule exists, Clause 3.a of IPP-IR will be executed.

c. Technology Transfer/IP licensing for collaborative research will be as per the agreement of PEC with the collaborating Industry. If no such condition is included in the agreement, Clause 3.a of IPP-IR will be executed.


e. In any case, licensing will be awarded to a company and not an individual.

f. In all cases, license is for that IP only and will not bind the extensions or modifications of the licensed IP.

g. PEC is empowered to extend, modify or terminate the Technology transfer/IP license during renewal.

h. Irrespective of the license provided, PEC retains the right of use of Licensed/Technology transferred IP solely for academics and enhancing research.
4. Fees for Patenting and Revenue sharing

a. PEC will pay the patenting fee in full for the IP owned fully by PEC and revenue sharing will be 60:40 for inventors and institute. In case of multiple inventors, every inventor will get equal share or as per already agreed terms. If PEC reassigns IP rights to inventors due to any reason Inventors should reimburse patenting fees to the institute.

b. For IP owned between PEC and agencies, as in the case of sponsored research, Sharing of revenue and patenting fees will be as per the rules of the sponsoring agency, if the agency shares the patenting fees. If sponsoring agency is not sponsoring for patenting fees, Clause 4.a will be followed.

c. For IP owned between PEC and Industry, as in the case of collaborative research, sharing of revenue and patenting fees will be as per the agreement with the collaborating industry if the industry shares the patenting fees. If collaborating industry is not sponsoring for patenting fees, Clause 4.a will be followed.

5. Infringements, Damages, Liability and Indemnity Insurance

PEC and its personnel shall, in any contract between the licensee and PEC, seek indemnity from any legal proceedings related with Technology transfer/IP License, the clause for which shall be incorporated in the agreement. PEC retains the right to engage in any litigation concerning its IP and license infringements.

6. Conflict of Interest

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest, 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.

7. Dispute Resolution

In case of any disputes between the Institute and the inventors regarding the implementation of the IP policy and guidelines, the aggrieved party may appeal to the IPR Dispute Resolution Committee (IPR-DRC). The committee shall address the concerns of the aggrieved party. If the inventor is dissatisfied with the decision of IPR-DRC, then a second appeal can be submitted to the Principal, PEC. The Principal’s decision in this regard would be final and binding.

8. Jurisdiction

All agreements to be signed by PEC will have the jurisdiction of the court in Puducherry and shall be governed by appropriate laws of India.

Further, the Institute reserves the right to amend the IPR Policy as and when such a need arises/deemed fit and it abides all the stake holders.
B. Expressions related (IPP-ER):

1. Applicability

This policy is applicable to copyrightable works, confidential information, course materials, lab manuals, software, music, cinematography and literary works not coming under the purview of Inventions created by all the Faculty, Staff, Research scholars and students of PEC created during their stay in PEC using the resources of PEC.

2. Ownership

a. PEC is the sole owner of the copyright on all teaching material and Lab manuals, course curriculum and question papers developed by the faculty and staff as a part of academic activity in PEC. All developers should submit a Confidentiality and Assignment Agreement document (IPR Form 3) to this effect at the time of submission of Copyright disclosure form (IPR Form 2). PEC is not liable for copyright violation and developer is permitted to use the developed material only within PEC for academic and research purpose.

b. Copyright of AICTE, TEQIP, QIP, ISTE and any other agency sponsored STTP/FDP/Workshop training material will be as specified by the rules and regulations of the sponsoring agency. If no such rule exists, PEC is the sole owner of the copyright and Clause 2.a of IPP-ER will be effective.

c. Copyright of software, books, monographs, speech, music and cinematography will be either in full or part with PEC depending on the use of PEC resources. If the developer has not used the resource of PEC he/she should intimate to the IPR cell through Resource usage form (IPR Form 5) duly acknowledged by the Head of the Department. On acceptance by IPR cell, copyright will be fully with the author/developer. In such case PEC reserves the right to use the material in full or part within PEC for academic and research purpose. In any case PEC is not liable for copyright violation.

d. Copyright of Thesis, Dissertation and project reports shall rest jointly with Supervisor/Guide and student. In the case of Project/Research with Organization/industrial collaboration copyright norms will be as per the terms agreed upon. If no such terms exist, PEC norms will be followed. In any case PEC reserves the right to use the material in full or part within PEC for academic and research purpose and to display the thesis in soft and hard form. In any case PEC is not liable for copyright violation.

e. PEC will not claim copyright for the literary works of its Faculty, Staff, Researchers and students at any time and PEC is not liable for copyright violation.

3. Revenue sharing

a. Revenue sharing, if any, will be 60:40 for inventors and institute for copyright solely owned by PEC.
b. For copyright owned between PEC and organization/agencies, Revenue sharing will be as per the terms in the rules of sponsoring agency/Agreements. If no such terms are there Clause 3.a of IPP-EP will be followed.

4. Dispute Resolution

In case of any disputes between the Institute and the developers/authors regarding the implementation of the IP policy- Expression related and guidelines, the aggrieved party may appeal to the IPR Dispute Resolution Committee (IPR-DRC). The committee shall address the concerns of the aggrieved party. If the inventor is dissatisfied with the decision of IPR-DRC, then a second appeal can be submitted to the Principal, PEC. The Principal’s decision in this regard would be final and binding.

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