



## JOGINPALLY B R ENGINEERING COLLEGE

Accredited by NAAC, Approved by AICTE & Affiliated to JNTUH



### IPR POLICY OF JOGINPALLY B R ENGINEERING COLLEGE, HYDERABAD

One of the principal mission of Joginpally B R Engineering College (JBREC) is to engage itself in assimilating and imparting knowledge and provide a nurturing environment to students and faculty to apply the science, technology and engineering principles in innovative projects. JBREC recognizes that creative endeavors are a natural outcome of the pursuit of this mission. Accordingly the institute has been encouraging students and faculty to innovate through research work such that it qualifies for patenting and protection. JBREC also recognizes that the efficient management of research activity and related intellectual property rights (IPRs) would strengthen the institute and provide a strong foundation for growth of human resources, research projects and technologies. To sustain the focus and to support of these goals, JBREC is providing policy guidelines for inventions, copyrightable works, trademark and other related intellectual property rights arising from the activities of its faculty, staff, students and other who use JBREC internal as well as external (those provided through an externally funded grant, contact, or other type of award or gift to the institution) resources.

#### STATEMENT OF POLICY:

##### A. Inventions

- 1. Principle of JBREC Ownership:** The JBREC shall own each and every invention conceived, in whole or in part, during the course of any employment, research or scholarship activity of any JBREC students, Research scholars, faculty, relating to the use of JBREC resources.
- 2. Invention Disclosure:** All original inventions shall be disclosed promptly by the inventors on prescribed invention disclosure form (Annexure-I) and assign each invention to the JBREC or its authorized designee. The inventors shall refrain from disclosing any invention of any third party unless appropriately authorized by the JBREC or its designee. In case of joint inventions, by multiple inventors, the invention disclosure form shall include names of all contributing inventors. The form shall constitute a full and complete disclosure of the invention subject matter and the identity of all individuals participating there in. The invention disclosure form shall be submitted to Director/ Dean R&D JBREC, who would provide his recommendation to the Principal and process further for registration / filing with patent office.
- 3.** While no public disclosure of the invention is permitted prior to registration/ allocation of priority date from patent office however in doubtful (non-patentable) cases the inventors/researchers should get the recommendation from the Dean (R & D), JBREC for approval by the principal JBREC to this effect. All relevant documents data, background material shall be finished by the inventors/researchers along with such requests.

## **B. Copyrightable Works:**

- I. **Principle of JBREC Ownership:** JBREC shall own the **copyrights** to each copyrightable work conserved in whole or in part during the course of employment, research and or scholarship activity of any of JBREC students, research scholar, faculty, utilizing JBREC resources. The copyrights in categories of **instructional and scholarly copyrightable works** are not covered under this ownership and JBREC permits such authors to register and retain such copyrights.
  - II. **Disclosure of copyrights with potential commercial value:** Each author of a copyrightable work that is JBREC owned according to the foregoing principle of JBREC ownership and that may have potential commercial value shall promptly disclose the copyrightable work in writing to the JBREC and/or its designee.
  - III. **License to JBREC for instructional or scholarly copyrightable works:** Each instructional or scholarly copyrightable work shall by operation of this policy, be subject to a perpetual non-exclusive, royalty-free license from the author to the JBREC to use, duplicate, and internally distribute the instructional or scholarly copyrightable work for any pedagogical, research, or educational purpose of the JBREC, subject to attribution of original authorship and to internal academic procedures and requirements of JBREC. The foregoing license shall be broadly construed to enable the JBREC's efforts to preserve research integrity and prevent fabrications, falsification and plagiarism.
- C. Trademarks:** JBREC owns all rights, title and interest in trademarks that relate to JBREC intellectual property or relate to a program of education, service, public relations, research or training by the JBREC.
- D. Tangible Research Property and Research Data:** JBREC owns all rights, title and interest in tangible research property and research data developed with support from JBREC resources. All research work with associated data including results should be **recorded in a suitable research note book** as per the guidelines available with Dean (R&D), JBREC. In most instances, except externally funded research (section- J), the JBREC allows access of JBREC owned tangible research property or research data to JBREC personnel at the discretion of the **principal** (duly recommended by Dean (R&D), JBREC) for furtherance of research, innovation and similar other non-commercial purposes.
- E. Respecting others IPRs:** JBREC through this IPR policy notifies all JBREC students, research scholars, faculty and associates to respect IPR's owned by other and not to use IPR's owned by others for any project, research, teaching or **reference**. The research fraternity at JBREC shall comply to following guideline:
- I. Initiate and obtain appropriate authorization from the owners of such IPR's prior to use and acknowledge such use appropriately. Improper use by any JBREC personnel, if any, would be treated as plagiarism and would be considered an offence. Principal, JBREC would initiate/take necessary disciplinary and other legally required action for such offence.

**F. Administration and execution of IPR policy:** The IPR policy will be managed by Dean (R&D), JBREC. The principal and the Dean (R&D), JBREC would have the authority to enforce the sections of the IPR policy and also to review and amend the sections as and when required.

**G. Disposition of JBREC intellectual property:** this policy shall be deemed as:

- a. A term and condition of employment for every employee of the JBREC.
- b. A term and condition of enrollment and attendance at the JBREC by students and
- c. A term and condition of participation in any JBREC research or other use of JBREC resources by any person (whether or not employed by compensated by enrolled at the JBREC). This would include:
  - i. External research scholars registered under JNTUH or other universities to work in JBREC research centre and or getting guidance from the faculty of JBREC and
  - ii. Internal research scholar from JBREC registered in other institutions registered under JNTUH or other universities and getting guidance from the faculty of JBREC.

**H. Outside activities authorized by the JBREC:** for JBREC faculty or staff remain subject to this policy to the extent this policy does not conflict with any other existing policy applicable to third party in case of a conflict, the ownership of all IP emanating from such outside activities (collaborative work) will be mutually decided through discussions on case by case basis.

- a. As directed and requested by the JBREC and or its designee, all creation of JBREC intellectual property shall **execute legal documents** required to effect this policy. The JBREC (on its own behalf and on behalf its designee) reserves the sole right in its exclusive discretion to make agreements regarding the retention ownership, patenting licensing accessing and any other use or dispositions of any right, title or Interest in JBREC intellectual property.
- b. The JBREC or its designee will determine whether to commit funding to obtain patent, copyright or trademark protection for particular disclosed JBREC intellectual property and / or to seek to identify one or more licensee who will bear the cost of obtaining that legal protection. No creator of JBREC intellectual property has the authority to assign, license or otherwise dispose of JBREC intellectual property except to the JBREC or its designee pursuant to this agreement. JBREC personnel engaged in outside activities shall have no authority to enter into an intellectual property agreement that conflicts with this policy. Persons who wish to confirm that a consulting employment or other agreement that addresses assignment of intellectual property associated with a proposed outside activity does not conflict with this policy should submit a copy of the agreement for review by JBREC.

**I. Commercialization of Intellectual Property:**

- I. **Patents:** JBREC may pursue commercialization of the patents owned by it and any revenue from such Commercialization may be distributed as under clause-III of this section.

## **II. Equities of Participating Parties:**

**General Policy:** Income derived by the JBREC and /or its designee directly from the commercialization of JBREC Intellectual Property shall be administered in accordance with this policy. It is the policy of JBREC to encourage and recognize the creative efforts of JBREC personnel and to share the financial rewards of such efforts on an equitable basis. This general policy may be rescinded or amended at any time by the JBREC, and all legally enforceable rights related to Tangible Research Property and Research Data (Intellectual Property or proceeds there from) owned presently or in future by the Institution will remain with the Institution.

**III. General Principle of Division:** In most instances, Net Proceeds will be distributed according to the following formula: a) one-third ( $1/3^{\text{rd}}$ ) to the JBREC, and b) two – thirds ( $2/3^{\text{rd}}$ ) to inventors comprising of JBREC or other personnel who created the JBREC Intellectual Property that gives rise to the Net Proceeds. Any agreement among those JBREC personnel setting relative distribution shares among themselves shall be decided, a priory while registering the IPR. If necessary, the Principal may authorize a variance from the forgoing principles, depending upon the circumstances of an individual case, including relevant contractual arrangements and any applicable funding regulations.

**IV. Re-conveyance of JBREC Intellectual Property:** Intellectual Property may be re-conveyed to the JBREC personnel who disclosed it, upon their request to the Principal, JBREC, if the re-conveyance would not:

- a. Violate any legal obligations of or to the JBREC,
- b. Limit appropriate JBREC uses of the materials,
- c. Create an unmanageable conflict of interest for the inventor/creator,
- d. Have significant commercial or public value which may best be exploited by the JBREC itself, or
- e. Otherwise conflict with JBREC goals or principles.

**J. Works of Independent Contractors:** A written agreement will be documented from independent contractors such as website developers, architects, building contractors, interior decorators, special software developers, etc. that ownership of inventions /Copyrightable works made in the course of JBREC retention will be assigned to the JBREC.

**K. IP generated during execution of (through) externally funded projects:** For the IP generated through externally funded projected such as sponsored research programs, the ownership and sharing of IP will be done on case-by-case basis, depending on nature of project, funding and other factors. All IP generated though these Projects will be documented and communicated to the Dean (R&D), and JBREC. In cases where the ownership is assigned to the sponsoring party; JBREC would retain a license free use of such of such IP for its teaching and research purposes.

## **L. Incentives and Motivation:**

I JBREC Faculty and associated research individuals shall be entitled for Incentives for publication of papers in conferences as follows.

- a. Publications shall be subsidized for grant of conference fees to a maximum of USD 1000 or Rs. 60,000/- in three categories depending on the conference standing.
- b. Annual Budget of Rs.5.40 Lakhs.
- II. JBREC shall allocate budget and shall identify attorney for support in registering and retaining patents and other IPRs.
  - a. Patent applications would be filed on behalf of JBREC by appointed attorney and full charges being borne by JBREC.
  - b. Annual Budget of Rs.4.52 Lakhs (5 full IPRs or combination thereof).

**M. Miscellaneous:**

- a. Designee: The JBREC may designate Dean (R&D) JBREC or any other representative to act for it in any respect hereunder.
- b. Amendments: This memorandum may be amended or withdrawn in whole or in part at any time by the principal of the JBREC.

**ANNEXURE- I**

(INVENTION DISCLOSURE  
FORMAT)

**To be filled in by the inventor(s):**

**Tentative Filing Date**

**Filing Type (Provisional or**

**Complete) Inventor(s) Information:**

Inventor(s) Full Name  
Residential / Contact  
Address

Phone No. & Mail ID

**Applicant(s) Information:**

Applicant(s) Full Name: Joginpally B R Engineering College  
Residential / Contact Address

Phone No. & Mail ID

**Invention Information:**

Key words about the invention (Please list as many as you consider are appropriate, that you would like to be added in the database to search and retrieve)

Technology Domain

(Please Classify your invention in any of these Categories)

Sub Domain

(Classify your Sub Domain also)

**Disclosure of the Invention:**

Field of the Invention:

Proposed title of the invention:

Related application/filing (If any):

**Background of the Invention:**

In this section -

What is the problem addressed by your proposed invention?

How may it be approached according to the prior art/present knowledge?

What are the problems/limitations/drawbacks of the currently available product or process?

How was this problem or requirement addressed/solved before?

What is your proposed invention?

What is thought to be novel in your proposed invention?

Have you conducted a prior art or patentability

search/analysis? If yes, do you consider the search as

extensive?

Please list any relevant patent/literature/article.

Drawing(s) + BRIEF DESCRIPTION OF THE DRAWINGS:

In this Section –

**Checklist:**

Drawing(s) /Diagrams /Graphs /Pictures of the embodiment(s) of the proposed invention?

Diagrams/figures of the prior art (If required for reference)?

Proper labeling marked on the sketches/figures/flow charts (if you are using those in the description)? (Measurements are not required, unless they are essential to the operation of the invention.)

**Detailed Description of the Invention:**

(Try to add embodiments as much as you can. Try to add at least one example/ illustration of your invention)

In this Section –

How does your invention work? (Not what does your invention

achieve) Describe the best method/system of your invention according

to you.

What advantages are provided by your invention?

Briefly describe any efforts to make a prototype of your invention or to test your invention. In addition, summarize the results of any related experiments and/or testing conducted and highlights any results of particular significance.

Mention if any other novel alternative(s) to solve the problem(s)

You have described the best method/system of making and/or performing your proposed invention. Now consider the alternatives.

In what ways could the features/parts/process steps be changed or equivalent parts substituted without changing the basic invention?

Is there a generic description for any of the features/parts you listed (i.e. "fastener" instead of "Machine Screw", or "plastic" instead of "polypropylene")?

Could the functions of any of the features/parts be changed, combined, or eliminated?

What could be added to make the invention work

better? What could be left out?

Can your proposed invention be used for anything other than its preferred use?

Note: Include embodiments as much as you can. Include at least one example/ illustration of your invention.

**Abstract: Following summary shall be edited to compile abstract**

**Glossary of Terms and their definitions:**

**Name:** \_\_\_\_\_ **Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ANNEXURE-2

### WHO SHOULD KNOW THIS POLICY

- Board of Governors
- Faculty/Visiting Faculty
- All students/Research Scholars
- Visiting Scientists/Visiting Scholars
- All employees

### EXCLUSIONS

**There are no exclusions from this policy.**

This policy shall not be interpreted to limit the JBREC's ability to meet its obligations for deliverables under any contract, grant, or other arrangement with third-parties, including sponsored research agreements, license agreements and the like. The JBREC shall coordinate reporting requirements and other obligations to research sponsors regarding JBREC Intellectual Property developed under a research contract or grant.

### RESPONSIBILITIES

**Inventors/authors:**

- a. Duly record the details of the research work and associated data in a Research Notebook as per the guidelines provided by Dean (R&D), JBREC. Duly record the source of any extraneous material obtained



from an external source during the course of the research/project/teaching material (accurate citations for the source to be provided).

- b. Prior to making any public disclosures of the research work through publications in Journals/books, presentations in Conferences/Workshops, etc., including to a third party, the inventors/researchers should get the permission of the Principal routing the request through Dean (R&D) JBREC. To that end, all necessary documents, data, background material, etc as required by the Principal and Dean (R&D), JBREC should be furnished by the inventors/researches.

If the research work has elements of new approaches, results that can be patentable, the researchers should submit such aspects of their work through the Invention Disclosure Form to the Dean (R&D), JBREC and maintain.

- a. Confidentially of such work till a decision is received from the Dean (R&D), JBREC Center towards filling or not filling of patent on such work.
- b. In collaborative research work with another institution/third party, inform Dean (R&D), JBREC of such work, and maintain clear records of such work.
- c. Be aware that the IP Policy is binding on them during their association with JBREC.

**Director R&D, JBREC:**

- a. Owns the implementation and administration of the IP Policy.
- b. Ensures that the IP Policy is communicated to all faculty/students/third parties associated with JBREC.
- c. Create standard procedures for submission of ideas/inventions, for review of the Disclosures, for billing and other necessary operating procedures.
- d. Conduct timely reviews of the submitted invention Disclosures if needed and take the necessary next steps for getting the patent applications filled for the approved disclosures.
- e. Conduct periodic meetings of the Steering Committee to inform about the activities of the Centre and take any directions.
- f. Build the R&D Centre as a self-sustaining unit in the long run using the Commercialization funds.
- g. Create awareness and appreciation of IP amongst the faculty and students of JBREC.

**Administrations/Accounts:**

a. Support the activities of the JBREC R&D specifically communication of the Policy, creating awareness and disseminating funds in a timely manner towards filling of patent applications.

**The Principal:**

Provide support and guidance to Direction, R&D JBREC in implementing its activities, communicate the Policy to HODs and assert its importance in different interactions with faculty and students.