

INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY



BABA INSTITUTE OF TECHNOLOGY AND SCIENCES (A)

An Autonomous Institution

(Accredited by NAAC | Approved by AICTE, New Delhi | Affiliated to JNTU-GV)

(An ISO 9001:2015 Certified Educational Institution)

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INTELLECTUAL PROPERTY POLICY

1. OBJECTIVES:

The current and stated Intellectual Property (IP) Policy of the Baba Institute of Technology and Sciences (A) aims to Encourage Creation, protection, and commercialization of Intellectual Property (IP) generated from Academic, Research, and Innovation activities of Faculty, Staff, Students, and Collaborators. It ensures fair distribution of benefits arising out of IP among inventors, the institute, and partnering organizations. It Promotes entrepreneurship, start-ups, and technology transfer for societal and industrial benefit. It aligns institutional practices with the National IPR Policy 2016, UGC/AICTE innovation guidelines, and relevant Government of India regulations. It provides a transparent mechanism for IP ownership, protection, utilization, revenue sharing, and dispute resolution.

2. FOR WHOM IS THIS MEANT?

This policy covers all staff, faculty members, students and also persons engaged in sponsored schemes and projects/consultancy and any other initiatives of the Institute as well as visiting scientists/professors/personnel who participate in the research work being carried out at the Institute.

3. WHAT CONSTITUTES INTELLECTUAL PROPERTY?

Intellectual Property (IP) refers to intangible creations resulting from the intellectual contributions of faculty, staff, and students of the Institute. Such IP may arise from in-house research, sponsored projects, industrial consultancy, or collaborative R&D activities.

Any novel, unique, and non-obvious intellectual output developed at BITS VIZAG that qualifies for protection under relevant government acts (such as patents, copyrights, etc.) shall be deemed the property of the Institute.

Forms of IP may include, but are not limited to:

- **Inventions and Innovations**
- **Know-How, Processes, and Proprietary Concepts**
- **Scientific or Technological Developments**
- **Computer Software and Digital Solutions**
- **Business Models And Other Emerging Forms Of IP**

Where appropriate, such IP can be protected through domestic or international intellectual property offices. The decision to pursue protection shall be made jointly by the Inventor(s) and the Institute, coordinated through the Intellectual Property Cell (IP Cell). The IP Cell manages all activities related to the creation, protection, and

management of the Institute's intellectual property. In cases where IP has commercialization potential, faculty and researchers may pursue entrepreneurial activities to transform intangible outcomes into marketable products or services. Such activities shall be governed by the Faculty Entrepreneurship Guidelines and will be facilitated by the Entrepreneurship Development Cell (EDC) of the Institute.

4. OWNERSHIP:

(1) IN-HOUSE RESEARCH:

- All rights arising from investigations carried out at the Institute shall vest jointly in the Institute and the inventor(s), except in cases where the work is undertaken with other institutions, agencies, or sponsors. In such cases, ownership shall be determined and mutually agreed upon through appropriate agreements.

(2) SPONSORED RESEARCH:

- Intellectual Property Rights (IPR) generated from projects funded by sponsoring agencies shall be held jointly by the Institute and the sponsoring agency, provided the sponsor bears the cost of filing and maintaining the IPR or as per mutually agreed terms.
- If the sponsor does not support filing and protection, the Institute may assume full ownership and meet all associated costs.

(3) COLLABORATIVE RESEARCH:

- For collaborative research involving other institutions or industries, any IP created shall be jointly owned. The collaborating partner(s) will be requested to share the cost of filing and maintaining the IPR. If they decline, the Institute may choose to bear the cost alone and retain absolute ownership. Cost-sharing arrangements will be governed by the terms outlined in the Memorandum of Understanding (MoU).

(4) COPYRIGHT:

- The Institute shall own all works, including software, created by BITS VIZAG personnel using significant institutional resources.
- If the Institute foresees commercial potential, it may file and protect copyrights and share financial benefits with the creator(s).
- The Institute shall own copyright on teaching materials developed under academic programs. However, authors may use such material in their professional capacity.
- For materials developed under funded projects, copyright will be shared between the Institute and the funding agency.
- As an exception, books and publications authored independently by faculty or staff shall remain the property of the authors.

- IP generated during sabbatical, deputation, or collaborative work with external universities/companies shall be jointly owned by BITS VIZAG and the host institution/company.

5. TECHNOLOGY TRANSFER

- IP owned by the Institute, or jointly with collaborators, may be commercialized through licensing, technology transfer, or revenue-sharing agreements.
- The IP Cell shall identify potential licensees. In cases of joint ownership, the sponsoring organization shall have the first right of utilization.
- If the collaborator does not initiate commercialization within two years of technology development, the Institute may transfer rights to a third party, with revenues shared as per the MoU.
- The Institute may engage a Technology Management Agency to facilitate commercialization. Inventors may request reassignment of rights after a defined holding period.

6. REVENUE SHARING

- The revenue arising out of licensing of IP and royalty would be shared in the appropriate ratio (currently, this ratio is 60:40) between the inventor(s) and the Institute.
- Where rights are reassigned to the inventor(s), they shall reimburse the Institute for costs incurred in protection, filing, maintenance, and marketing.

7. INFRINGEMENTS, DAMAGES, LIABILITY, AND INDEMNITY

- All technology transfer agreements shall include indemnity clauses protecting the Institute and its personnel from liabilities arising out of manufacturing defects, design guarantees, or production problems.
- BITS VIZAG shall also ensure that BITS VIZAG personnel have an indemnity clause built into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.
- The Institute retains the right to engage in, or withdraw from, litigation concerning patent or license infringements at its discretion.

8. 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-company, then they are required to disclose the stake they and /or their immediate family have in the company, and

license or an assignment of rights for a patent to the licensee - company in such circumstances, shall be subject to the approval of the IP Management Committee.

9. DISPUTE RESOLUTION

- In case of any disputes between BITS VIZAG and the Inventor(s) regarding the implementation of the IP policy, the inventor(s) may appeal to the Principal of BITS VIZAG. Efforts shall be made to address the concerns of the inventor(s) by developing and instituting an arbitration mechanism and arrangement. The Principal's decision in this regard would be final and binding on both institute and inventor.

10. JURISDICTION

- As a policy, all agreements to be signed by BITS VIZAG will have the jurisdiction of the courts in Visakhapatnam and shall be governed by appropriate laws In India.