

**ERODE SENGUNTHAR ENGINEERING  
COLLEGE  
PERUNDURAI, ERODE-638 057**

**INTELLECTUAL PROPERTY RIGHTS  
(POLICY AND GUIDELINES)**

**December 2021**

# Intellectual Property Rights Policy

## 1. Preamble

ERODE SENGUNTHAR ENGINEERING COLLEGE, (hereinafter referred to as ESEC/Institute) has, over the past two decades, been constantly endeavoring to train high-quality scientific and technical man- power and provide solutions to a variety of challenging technological problems that may arise in different fields, through its well qualified faculty and highly skilled supporting staff, with the goal of becoming one of the leading centres of teaching, research and extension in Engineering and Technology and totally committed to excel in every sphere of its activity. It has been constantly encouraging scholarship, research, academic excellence and innovation.

The ERODE SENGUNTHAR ENGINEERING COLLEGE recognizes that intangible 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 provide a competitive edge to the Institute. It, therefore, has formulated its intellectual property policy to provide guidance to its faculty, staff, students, research scholars and outside agencies on the practices and rules of the Institute regarding intellectual property rights (IPR) and obligations which include its ownership, commercial exploitation, technology-transfer and end confidentiality requirements. The policy is expected to promote a conducive environment for both curiosity- driven and market-driven research and development activities at the Institute and creation of original works of authorship.

It is to be stressed 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** together with the **addendum** (Operating guidelines) and the annexures (some useful information on Patents and Copyright) and (Salient features of IPR and services provided by IPR Cell) are designed to give a wholesome picture of Intellectual Property (IP) management at ESEC.

## 2. Purpose

The purpose of the IPR policy of ESEC is to:

- I. Facilitate, encourage, promote and safeguard scientific inquiry, research pursuits and the academic freedom of its faculty, researchers and students;
- II. Create an innovative culture which fosters the creation and development of IP at the Institute;
- III. Provide a clear understanding of the rights and responsibilities of the faculty staff, and students and protect the interests of the Institute its members;
- IV. Establish an IPR management policy and procedural guidelines for converting the knowledge generated in the Institute to wealth;
- V. Enable the Institute to make beneficial use of IP so as to confer maximum benefit to the inventors, the Institute and the society at large and;

**VI.** Shape the Institute as a prime academic research Institute practicing highest ideals of scholarship and teaching through dissemination of the benefits of IP generated at the Institute to the community and society;

### **3. Objectives**

The IPR policy of the Institute aims to:

- I.** Facilitate protection and valorization of intellectual properties generated by its faculty, staff and students as a results or their intellectual and scientific pursuits at the Institute during the tenure of their employment/engagement at the Institute and thereby offer scope for wealth generation, alleviation of human sufferings and betterment of human life;
- II.** Usher in prudent IP management practices within the Institute so as to promote IPR awareness and culture among its faculty, staff and students;
- III.** Provide a comprehensive single window reference system for all IPR related issues and;
- IV.** Proactively create an environment for generating new knowledge through research and innovations compatible with the educational mission of the Institute;

### **4. Scope**

This policy covers all rights arising from the intellectual property devised, created or generated by the faculty members, staff, students, research scholars (both internal and external categories), persons employed in sponsored research and consultancy projects and consultancy projects and visiting scientist/ professors/professionals who participate in teaching and research work being carried out at the Institute either on full-time basis or part- time basis, irrespective of the eligibility of these rights for registration. The IP arising from academic research includes patents, designs, copyright, know-how and undisclosed information.

### **5. Policy Statement**

The Institute is committed to promoting, protecting, managing and commercializing Intellectual Property consistent with the recognition that among its primary objects and functions are teaching, research and meeting the needs of the community and society. It supports the commercialization and exploitation of IP, which can provide an additional source of revenue to the Institute and also accrue benefits to staff and students. At the same time, the Institute recognizes traditional academic values and expectations.

## 6. Definitions:

**I. Intellectual Property (IP)** is an intangible knowledge product and shall mean and include –all results, conclusions, deductions, inventions, ideas, improvements, discoveries, enhancements, solutions, processes, modifications, know-how, data and information of every kind and description conceived, generated, made, or reduced to practice as the case may be, designs, software programmes, genetically engineered microorganisms, business models and copyrightable work -resulting from the intellectual output of the faculty, staff, students, research scholars and other employees of the Institute

IP is, thus, an outcome of the Institute supported research or sponsored research, industrial consulting or other forms of joint research and development work.

**II. Intellectual property Rights (IPR)** means the rights derived from the IP e.g. Patents, registered designs, copy right etc.

**III. Background information** means technical information and know-how owned or controlled by the partners of a collaborative Research and Development programme before the start of the programme, in the same field as the subject matter of the programmer or in related fields as necessary for the execution of the programme.

**IV. Background intellectual property means** the intellectual property owned or controlled by the partners of a collaborative Research and Development programme before the start of the programme, in the same field as the subject matter of the programme or in related fields and necessary for the execution of the programme.

**V. Foreground intellectual property** means the intellectual property generated during the course of a collaborative Research and Development programme.

**VI. Institute Personnel** in this policy document includes all the faculty members, staff, students, research scholars (Internal and External), visiting scientists, professors and other professionals who are hired either on full-time basis, part-time basis.

## **7. Ownership of Intellectual Property**

- I.** In all the applications filed by the Institute for the ownership of intellectual property rights, the persons who have directly contributed intellectual inputs shall be mentioned as inventors or creators

### **II. Copyrights**

- a)** The Institute shall be the owner of the copyright on all teaching and instructional materials developed by the employees of the Institute as a part of any of the academic programmes of activities at the Institute. However, the author shall have the right to use the material in his/her professional work.
- b)** Books, articles, monographs, speeches and other communications produced by the staff members in the course of research and teaching using Institute resources will be outside the purview of this clause. The Institute recognizes faculty ownership of copyright in such traditional works of authorship.
- c)** In cases where the copyrightable works including software are created by the employees of the Institute with significant use of Institute's resources, the Institute may demand assignment of the copyright of such works either in full or in part depending on the extent to which the Institute's resources have been used to produce the copyrightable work
- d)** The Institute shall be the owner of the copyright of works produced by non-institute personnel associated with or engaged for any activity of the Institute either with or without intellectual contribution of the Institute personnel.
- e)** If any copyrightable work is produced during the course of any sponsored /or collaborative activity, the ownership of copyright will be determined either according to the terms and conditions (related to IP) specified in the contract, if any, governing such activity or through mutual consultations and agreement with the sponsoring/collaborating agency.
- f)** In case of thesis/dissertation/project report written by a student, the ownership of copyright shall rest jointly with the student and his/her guide. However, in such cases, the Institute may demand assignment of the ownership of the copyright in full. Where the Institute does not demand such assignment or where the copyright has not been assigned to the Institute, the Institute will be entitled to a non-exclusive, non-transferable license to use the work within the Institute for non-commercial educational and research purposes, and to possess a limited number of copies for such purposes.
- g)** Any copyrightable work generated as a work-for-hire will normally belong to the Institute unless otherwise specified in the original contract for the work.
- h)** If the foresees a gainful return from the copyrights, it may initiative steps to file and protect such copyrights and share the financial benefits with the creator on terms and conditions of the Institute.

### **III. Institute- Supported Research**

All rights in respect of the intellectual property generated out of investigations carried out at the Institute making use of the Institute's resources shall vest in and be the absolute property of the Institute except in cases where such investigations are carried out either jointly with other institutions and agencies or under sponsorship by an outside agency

### **IV. Sponsored Research**

The IPR of inventions arising out of research projects undertaken on behalf of and entirely funded by a sponsoring agency shall be registered jointly in the name of the Institute and the sponsoring agency if the sponsoring agency bears the cost of securing and maintaining the IPR registration equally. Where the sponsoring agency is not forthcoming for filing joint IPR application, the Institute, at its discretion, may file the application with the absolute ownership and will meet the entire cost of securing and protection of IPR. If the sponsoring agency funds the research projects only partially or if there are multiple sponsors for the same project, the sharing of IPR will be decided through mutual consultations and appropriate agreements.

If the sponsoring agency is an industry, the industry may opt for one of the following arrangements for sharing the IPR with Institute:

- a. The ownership of IPR will rest with the industry but the industry has to pay the Institute an initial lump sum and subsequently reasonable annual royalties for a specified period in recognition of their contribution to the project. The terms of ownership of the IPR will be governed by a specific a priori agreement between the Institute and the sponsoring industry. The ownership of IPR rested in the sponsoring industry may be exclusive or non-exclusive. In case of exclusive ownership, if the industrial sponsor fails to exploit within a mutually agreed time limit, the Institute may permit a third-party exploitation of the IPR.
- b. The ownership of the IPR will rest with the Institute but the exploitation rights will rest with the industrial sponsor either exclusively or non-exclusively, in return for an initial lump sum payment and subsequently annual royalties for a specified period or other benefits to the Institute. In case of exclusive rights (i) Third-part exploitation will be permitted if the industrial sponsor fails to exploit the IPR within a mutually agreed time limit. ii). The Institute will retain user rights for the purposes of further research and development.

## **V. Joint Research**

If the intellectual property is an outcome of joint research undertaken by the Institute personnel with external organizations/agencies/individuals, the IP will be owned jointly by the Institute and the collaborators. The cost of filing and maintain the IPR and the revenue generated by its commercial exploitation will be shared by the Institute and collaborators according to an agreed formula. If the collaborators are not either forthcoming or agreeing to share the cost, the Institute, at its discretion, may decide to file and maintain the IPR at its cost. In this case, the sharing of revenue accruing out of the commercial exploitation of the IPR will be solely decided by the Institute.

## **8. Technology Transfer:**

- I.** The Institute shall take all necessary steps for the commercial exploitation of the IPR obtained either in its name or jointly with other agencies, to the fullest possible extent that is reasonably practicable, without undue delay. The marketing of the IPR will be done under the agreements involving technology transfer, licensing (exclusive or non- exclusive) and revenue sharing models.
- II.** The Institute shall try to identify the potential licensee(s) for commercial exploitation of the IP to which it has absolute ownership. In case of joint ownership, the Institute will offer the first right to commercially exploit the joint IP, whether or not the same has been formally protected by patent(s). The licensing in this case would involve payment of a lump sum in the beginning as technology transfer fee and payment of royalty from the first date of the commercial exploitation for mutually agreed period. If the collaborator refuses to exercise this option, the Institute will proceed to commercialize the IP in a manner that it deems fit.
- III.** In the event of the other collaborating organization/industry not undertaking the commercial exploitation within a period of two years from the first date of development of technology, the Institute reserves the right to license the use of IP to a third party.
- IV.** To promote and encourage entrepreneurial activities by its staff, the Institute may reassign, under an agreement, its ownership of an intellectual property to the inventor(s) or creator(s) of the property, who opt to market, protect and license it on their own with minimal involvement of the Institute.

The fees to be paid to the Institute by the assignee consist of all patenting and licensing expenses and appropriate amount of royalties, equity or other value received by the inventor(s) or creator(s).

- V. The Institute would endeavor to exploit the IP either by itself or by commissioning a Technology Management Agency to bring to fruition the IP produced by its personnel.

The inventor(s)/creator(s) may seek the Institute to assign the rights to them after a certain holding period.

## **9. Revenue sharing:**

The revenue accruing out of the commercial exploitation of IP (i.e. the technology transfer fee and subsequent royalty payments) would be shared appropriately between the inventor(s) and the Institute. Currently this ratio is 60:40. Where the Institute reassigns the right to IP to its inventor(s)/creator(s), he/she/they shall reimburse all the costs incurred by the Institute, which include protection, maintenance, marketing and other associated costs.

## **10. Infringements, Damages, Liability and Indemnity Insurance:**

As a matter of policy, the Institute, in any contract between the licensee and the Institute, seek indemnity from any legal proceedings including but not limited to manufacturing defects, production problems, design guarantee, up gradation and debugging obligation.

The Institute personnel shall have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees. The Institute shall retain the right to engage or not in any litigation concerning patents and license infringements.

## **11. 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.

A license or an assignment of rights for a patent to a company in which the inventor(s) have a stake shall be subject to the approval of the IPR Cell.

## **12. Dispute Resolution**

In case of any disputes between the Institute and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Principal of the Institute. Efforts shall be made to address the concerns of the aggrieved party. The Principal decision in this regard would be final and binding



### **13. Application of Policy:**

This policy shall be deemed a part of the conditions of employment for every employee of the Institute and apart of the conditions of enrolment and attendance of students at the Institute, students on enrolment and to all existing staff and students.

Further, the Institute reserves the right to amend the IPR Policy as and when such a need arises/deemed fit.

All potential creators who participate in a sponsored research project and/or make use of Institute –sponsored resources shall abide by this policy and shall accept the principles of ownership of intellectual property as stated in this policy unless an exception is approved in writing the Institute.

### **14. Right to Regulate Policy:**

The IPR Cell shall have the responsibility for interpreting the policy, resolving disputes, the application of the policy and recommending changes to the policy from time to time to the Principal through HoD and Director-R&D. The Principal shall consider such changes/recommendations and take such decision thereon as he/she deems fit. The IPR policy may be reviewed after three years or earlier, if a major change in the same takes place at the National Level.

### **15. Legal Jurisdiction:**

As a policy, all agreements signed by the Institute and dispute(s) arising there from, will be subject to the legal jurisdiction of the Court of Adjudication at Erode only and shall be governed by the appropriate laws of India.

**INTELECTUAL PROPERTY RIGHTS POLICY OF  
ERODE SENGUNTHAR ENGINEERING COLLEGE**

**(Operating Guidelines)**

**1. Introduction**

The ERODE SENGUNTHAR ENGINEERING COLLEGE is a premier institution devoted for undergraduate and postgraduate education in Engineering, Technology and advanced research in all these fields. ESEC has been constantly encouraging scholarship, research, academic excellence and innovation with the aim of creating an environment for open dissemination of research results and free exchange of information amongst academicians and scholars. ESEC, along with its role as a facilitator for generation of fundamental knowledge in science and technology, undertakes also programs of social and economic relevance to the country. ESEC, therefore, has set in place, systems and mechanisms to structure the process of commercial exploitation of the knowledge generated at ESEC under the provisions of IPR regimes in the country.

**2. Intellectual Property Rights Cell (IPR Cell)**

The IPR Cell is constituted for formulating the guidelines and policies for adoption by ESEC after due approval by the Board of Management of the Institute and to carry out executive actions for their implementation. The Intellectual Property Rights Cell arranges for the speedy processing and filling of applications for patents and to effectively implement the policy and guidelines of the Institute in respect of Intellectual Property Rights.

I. The cell will have the following structure

Convener of the IPR Cell : To be nominated by Principal from amongst the Senior Professors of the Institute

Two Associate Faculty members : To be nominated by Principal from amongst the Faculty of the Institute

II. The cell will have an IPR legal Advisor /consultant who will be appointed by ESEC. He / She will be a well-known practicing attorney and would render the necessary advice to IPR Cell to provide information on most vulnerable patent rules and regulations in the wake of patent Co- operation Treaty (PCT) and so on. He / She will also assist in drafting and evaluation MOUs and filling of patent and copyright applications.

III. The cell shall inter-alia have the following responsibilities

- IP COUNSELLING: IPR cell will counsel and interact with inventors of potential intellectual products and assist the Institute in identifying the IPR potentials.
- IP MANAGEMENT: Filing, maintaining and monitoring and managing of patents and coordination between attorneys, faculty (inventor (s)), and ESEC authorities.

- IP TRANSACTIONS: Advising, drafting and monitoring of all IP related MOUs of ESEC.
- IP POLICY FORMULATION: Framing of IP policy and amendments from time to time for consideration of the Institute authorities.
- PROMOTING IP-AWARENESS: The IPR cell will undertake such measures which promote awareness of IP rights and strive to develop an IP culture within ESEC fraternity.
- CAPITALIZATION OF IP ASSETS: The cell shall periodically recommend patentable technologies to potential licensing agencies, CII, and other Financial Institutions to invest in venture capital towards the new technologies. The cell shall identify specific industries and direct marketing of these technologies and promote advertising in-house technologies of ESEC via electronic media / newspapers and magazines. The IPR cell would also enlist the services of reputed Management Consultants for capitalization and commercialization of patented technologies owned by ESEC. The IPR Cell will interact with the faculty members, patent attorneys, financial institutions and industries and follow-up on royalty payments from industries.
- ASSISTANCE IN TECHNOLOGY TRANSFER: The Cell shall handle transfer of all technologies developed at ESEC.
- REPORTING ON IP ASSETS AND IPR MANAGEMENT: IPR Cell will submit periodically reports on IP assets and current status to Principal and the Board of Management of the Institute for *consideration and advice*.
- Appointment of a panel of attorneys for processing /filling of applications for patents etc.
- Periodical patent/Intellectual audits through professional experts.
- To recommend terms of payment of annuity retention fees for Professional services
- To advise such proactive measures which will promote commercialization of patents, including exhibition of patents, industry meet etc.
- All matters for securing the protection and management of IPs in the interest of the country, Institute and the inventors
- Seeking expert advice from renowned financial consultants, including experts from the financial/ business Institutions such as FICCI, CII, IDBI, etc.

IV. The IPR Cell will report to Principal of the Institute. It will seek the guidance of Principal and Management in discharging its responsibilities.

### **3. IP Protection-Some Explanatory Notes (To be read in conjunction with ESEC-IPR –Annexure: some useful information on patents and copyright)**

The Intellectual Property could be protected in the form of : patent, Industrial design, Trademark, Copyright, confidential information, Technical know-how, Mask works, process, plans, specifications, guidelines, graphics, training materials, software programs, records, drawings, instruction guides, student materials, new techniques, algorithms, concepts etc. The intangible product of the intellect must have potential for industrial application or potential for augmenting the S&T knowledge base if it must be protected by the ESEC.

- I. **A Patent** is granted for any invention capable of commercial application. For it to meet the requirements of patentability there has to be Novelty, Utility and Non-obviousness. There must be an inventive step, which under the law, is one, which is not obvious to the person skilled in the art. The invention may relate to a new product or an improvement of an existing product or a new process of manufacturing and existing or a new product.
- II. **Design Protection** is available for any prototype, which influences consumer's choice by appealing to the aesthetic sense of the consumer. In other words, design protection is available for "the look of the article", appearance and other visual features. There is no design protection for functional features.
- III. **Copyright:** Patent seeks to protect the applied and extension research, the law of copyright seeks to protect pure or basic research. The requirements of copyright law are: Originality, meaning its origin to the author. Unlike patents, copyright law does not demand compulsory registration. Under the copyright, the form of the expression can only be protected and not the idea itself. Copyright subsists in any original work specified in the copyright Act which is (i) a literary, dramatic and musical or artistic work, (ii) a cinematograph film and (iii) a sound recording. Literary works include computer programs, tables and compilations including computer databases.
- IV. **Know-how** and confidential information can be protected only so long as the owner is able to keep them secret and takes action against unlawful use of such information by others by an action of breach of confidence or contract.

### **4. Procedure for IP Protection:**

All applications for patents and copyright (as per proforma ESEC/IPR-01 and ESEC/IPR-02 respectively) will be forwarded to Convener, IPR Cell through the HoD of the Department irrespective of whether the inventions have resulted from the in-house projects, or sponsored projects.

### **5. Record Keeping Procedures:**

All data and details generated by a creator in the course of creation of intellectual property should be systematically recorded in the concerned Department, with particular reference

to the following:

- a) No abbreviations or terms, except their use is a standard practice in that particular discipline, should be used, unless clearly explained in a table at the front or back of the book.
- b) Crucial data or descriptions or experiments, which relate to valuable inventions or discoveries should be signed and dated by the creator, supervisor, or coordinator of the project.
- c) Modifications, if any, should be made by drawing a line through the deleted matter and writing cancelled beside it. The corrected data (clearly marked as such) should be entered immediately below, authenticated by the creator with his / her Initials and date.
- d) Samples of new products or of products by a new method should be preserved, if possible, and photographed for the record. All photographs should be dated and signed by the creator on the reverse.

## **6. When Should Faculty Approach IPR Cell To Discuss A Possible Patent?**

ESEC has created an exclusive IPR Cell. Any faculty, who believes to be in possession of a potential intellectual property generated while in service of the ESEC may approach and set up discussions with the IPR Cell advisor at any mutually convenient time. In any case, the chosen time for discussion should be sufficiently in advance of maturation of the idea into a process or product. When the invention is only at the conception stage, it is still possible to file a provisional specification, which has to be followed up with a complete specification within 12 months. If it is not done, the patent application is deemed to have been abandoned. On the other hand, if the inventor has at his hand an inventive product, which can be marketed immediately, then complete specification can be lodged straight away.

## **7. Evaluation of Patent/Copyright applications**

Each application for a patent / copy right through an Invention Disclosure Form / Copyright Disclosure form as per proforma ESEC/IPR-01 / ESEC/IPR-02 along with IPR facilitation request (ESEC/IPR-03)) shall be received and scrutinized/examined by IPR Cell.

The committee may seek help of other professors as domain experts to preliminarily evaluate the proposals for their prima-facie patentability. The domain experts would be required to enter into a Non-Disclosure agreement as per the proforma ESEC /IPR-04 and sign a No Conflict of Interest Form as per the proforma ESEC /IPR-05, before getting access to the proposal.

The inventors may be requested, if necessary, to make a presentation of their case before the IPR Cell. In case the Cell recommends for filing of patents, the Convener, IPR Cell will process the application through one of the approved attorneys from the panel maintained at the IPR Cell.

## 8. Assistance in Filling the Proforma

Once the IPR Cell approves protecting the Intellectual output, a patent Attorney shall be identified by the Cell for drafting the IP application. The following aspects need to receive attention:

- Objective of the invention: What is the problem one is trying to solve? What are the issues involved?
- What prior art searches have been made? Which database? Search strategies adopted? Did searches cover gray literature – advertisements, pamphlets, Knowledge already available to public either published or unpublished?
- How does the present invention differ from the known prior art? It is important to establish that the invention is not an obvious extension of the prior art to prove non-obviousness. Are there any unexpected findings in the present invention? What are those aspects of the invention that previous workers have not been able to find solution for? What are the potentials for commercial applications of the new intellectual property in relation to the previous products in the same area, if known?
- To establish usefulness of the invention, one should highlight technical value of the invention and illustrate where and how the solutions obtained over the prior art can be applied with distinction. One might consider savings in the cost, materials, manpower, energy, durability, efficiency, time etc.,
- The boundary conditions of the parameters under which invention works effectively and beyond which the invention may not work. Also outline several other applications of the invention if any.
- Furnish all the information in the proforma which can be collected from the office of IPR Cell or through e-mail.

Adequate information is to be given to the Attorney to enable him prepare a draft claim. In order to ensure good protection, it is necessary that the attorney understands the invention. A good patent specification should have synergetic efforts of the inventor and the patent attorney.

## 9. Filing of Applications for IPR and Support

- I. All applications for IPR shall be filed by the Principal in the name of the Institute as owner of the IPR. Inventors name will be filled in the application at appropriate places. All applications will be filed in India. Inventors will assign the exclusive right of ownership to the Institute in order to facilitate the Institute to file, secure and commercialize the IPRs without any encumbrance.
- II. PATENT CO-OPERATION TREATY (PCT) APPLICATION:  
For any patent which needs protection outside India, the procedure would be to first file a provisional patent in India and within 12 months, to file a PCT application along with a an application for filing and Indian patent. This would be based on the recommendation of the IPR Cell. The PCT route is preferred, efficient and economical.
- III. The IPR Cell would meet the expenses i.e. the statutory fee and patent attorney's fee, for processing the patent applications.

IV. If an inventor decides to abandon or withdraw the application for a patent at some mid- stage of processing, prior approval of the IPR Cell is required.

## **SALIENT FEATURES OF IPR AND SERVICES PROVIDED BY IPR CELL**

### **IPR Policy:**

IPR is a general term covering patents, registered design, trade-marks, copyright, and layout design of integrated circuits, trade secrets, geographical indicators and anti-competitive practices in contractual licenses. The Intellectual Property could be protected in the form of :

**Patent** (to be registered),

**Industrial design** (to be registered),

**Trademark** (registered or otherwise),

**Copyright** (registered or otherwise) (*in the form* of plans, specifications, guidelines, graphics, training materials, software programs, records, drawings, instruction guides, student materials, new techniques, algorithms, concepts Confidential Information, Technical know-how, Mask works, Process)

**Intellectual Property (IP):** is an intangible knowledge and shall mean and include – all results, conclusions, deductions, inventions, ideas, improvements, discoveries, enhancements, solutions, processes, modifications, know-how, data and information of every kind and description conceived, generated, made, or reduced to practice as the case may be, designs, software programmes, genetically engineered microorganisms, business models and copyrightable work-resulting from the intellectual output of the faculty, staff, students, research scholars and other employees of the Institute.

IP is, thus, an outcome of the Institute supported research or sponsored research, industrial consulting or other forms of joint research and development work.

Although, a patent application accompanied with provisional application does not confer any legal rights to the applicants, it is, however, a very important document to establish the earliest ownership of an invention.

**Exceptions for Patent:** However, inventions claiming substances intended for use; or capable of being used, as food or as medicine of drug or relating to substances prepared or produced by chemical processes (including alloys, optical glass, semi-conductors and inter-metallic compounds) are not patentable.

**Whether Patent can be revoked:** As it is conferred by the state, it can be revoked by the state, it can be revoked by the state in certain cases even after grant, and whether or not it has been in the meantime sold or licensed.

**Contest / Conflict with sponsoring agency:** Where the sponsoring agency is not forthcoming for filing joint IPR application, the Institute, at its discretion, may file the application with the absolute ownership and will meet the entire cost of securing and protection of IPR. Copyright:

Patent seeks to protect the applied and extension research, the law of copyright seeks to protect pure or basic research. If the intellectual property is an outcome of joint research undertaken by the Institute personnel with external organizations /agencies/individuals, the IP will be owned jointly by the Institute and the collaborators.

In case of joint ownership, the Institute will offer the first right to commercially exploit the joint IP, whether or not the same has been formally protected by patent(s).  
**IP Counselling:** IPR cell will counsel and interact with inventors of potential intellectual products and assist the Institute in identifying the IPR potentials.

In case the Cell recommends for filing of patents, the Convener, IPR Cell will process the application through one of the approved attorneys from the panel maintained at the IPR Cell.

If any copyrightable work is produced during the course of any sponsored /or collaborative activity, the ownership of copyright will be determined either according to the terms and conditions (related to IP) specified in the contract, if any, governing such activity or through mutual consultations and agreement with the sponsoring/collaborating agency.

**Services from the Cell can be availed by:** All the faculty members, staff, students, research scholars (Internal and External), visiting scientists, professors and other professionals who are hired either on full-time basis or part-time basis. ESEC, has set in place, systems and mechanisms to structure the process of commercial exploitation of the knowledge generated at ESEC under the provisions of IPR regime in the country.

**Services provided by the IPR Cell:** Both after an initial search and during the course of the patent application it is important to respond quickly and accurately to queries which the patent agent may have, to help patent application on the way and to save you money.

The cell shall periodically recommend patentable technologies to potential licensing agencies, CII, and other Financial Institutions to invest in venture capital towards the new technologies.