



राष्ट्रीय सिद्ध संस्थान
NATIONAL INSTITUTE OF SIDDHA
आयुष मंत्रालय - Ministry of AYUSH
भारत सरकार - GOVERNMENT OF INDIA
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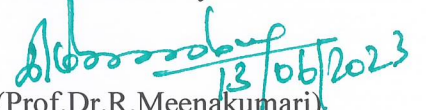
To
All the stakeholders
National Institute of Siddha
Tambaram Sanatorium
Chennai-600 047

Sub: Implementation of Intellectual Property Rights Policy-2023

In terms of Resolution number 01-2023 dated 28.04.23 of the IPR committee of National Institute of Siddha, this is to notify that the institute has adopted the attached policy document on Intellectual Property Right (IPR) and Technology Transfer.

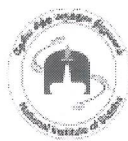
Any amendment or changes to this document will be notified further.

Yours Sincerely


(Prof.Dr.R.Meenakumari)
Director

Encl:

IPR Policy of NIS



NATIONAL INSTITUTE OF SIDDHA
தேசிய சித்த மருத்துவ நிறுவனம்
राष्ट्रीय सिद्ध संस्थान

Intellectual Property Rights Policy-2023

Confidential Document

In terms of resolution No. 01-2023, dated 28.04.2023 of the IPR Committee of National Institute of Siddha, this is to notify that the Institute has adopted the below policy document on Intellectual Property Right (IPR) and Technology Transfer.

1. Institution

The Institute recognizes the need for encouraging the practical application and economic use of the results of research carried out at the Institute for the benefit of the general public; therefore, it adopted the following Policy on Intellectual Property.

The present Policy relates to the ownership, protection and commercial exploitation of intellectual Property created by Researchers in the course of their duties or activities at the Institute. The document sets out the rules of the Institute for sharing of the economic benefits arising from the commercialization of Intellectual Property.

This policy aims to:

- i. Promote, encourage and aid scientific investigation and research;
- ii. Provide legal certainty in research activities and technology-based relationships with third parties;
- iii. Set out the Institute's procedures on the identification, ownership, protection and commercialization Intellectual Property;
- iv. Ensure the timely and efficient protection and management the Intellectual Property;
- v. Ensure that economic benefits arising from the commercialization of Intellectual Property are distributed in a fair and equitable manner recognizing the contributions of the Inventors, the Institute as well as other relevant stakeholders;
- vi. Enhance the reputation of the Institute as an academic research institution and a member of society as well as the reputation of the Researchers through bringing the research results to public use and benefit.

2. Definitions

A. Intellectual Property means inventions, technologies, developments, improvements, materials, compounds, processes and all other research results and tangible research properties, including software and other copyrighted works which include but not limited to Patents, Trademarks, Copyrights, Trade Secrets and other species such as printed material, any new and useful process, machine, composition of matter, life form, article of manufacture, copyrighted work, such as new or improved chemical compounds, drugs, biological organisms, or unique and innovative uses of

existing inventions. For the purpose of these Ordinances Intellectual Property may or may not be patentable or copyrightable.

B. **Know-how** means the knowledge, innovations, practices, expertise, processes or procedures, and secrets of individuals regarding the use of a material, product or resource, or the practice of a method, for a particular purpose.

C. **Publication** means a public enabling disclosure of an Invention and may be verbal or printed. Printed publications include abstracts, student thesis and, in certain instances, grant proposals.

D. **Patent and Patentable material** Patent and Patentable materials are as defined in Indian Patents Act 1970. These also include discoveries and inventions of new products and process.

E. **Intellectual Property Rights (IP Rights)** means ownership and associated rights relating to Intellectual Property, including patents, rights in utility model, plant breeders' rights, rights in designs, trademarks, topography rights, knowhow, trade secrets and all other intellectual or industrial property rights as well as copyrights, either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

F. **Inventor** means the Researcher who contributed to the creation of the Intellectual Property. The inventor may be the faculty, technical staff, student and other persons employed by the Institute whether full or part-time, visiting faculty and researchers, and any other persons, who create Intellectual Property using Institute resources.

G. **Researcher** means:

- i. persons employed by the Institute, including student employees' technical staff and project staff
- ii. students, including graduate, post graduate and doctoral students of the Institute.
- iii. any persons, including who use the Institute resources and who perform any research task at the Institute or otherwise participate in any research, project administered by the Institute including those funded by external sponsors.

H. **Visiting Researcher** means Individuals having an association with the Institute without being either employees or students. Visiting Researcher includes academic visitors, individuals with honorary appointments in the Institute and emeritus staff.

I. **Institute Research** means any research or innovation activity which is undertaken by the Institute, or which is related to duties and responsibilities for which a person is compensated by the Institute, or which is conducted with substantial use of Institute facilities or resources.

J. **Institute resources** means any form of funds, facilities or resources, including equipment, consumables and human resources provided by the Institute either in a direct or indirect way.

K. **Substantial use of Institute facilities or resources** means the regular utilization of Institute facilities, equipment, personnel or other resources owned by the Institute directly or indirectly.

L. **Direct expenses** are the costs associated with the development, protection, maintenance and licensing of intellectual property.

M. **Invention Disclosure** means a written description of an invention that is confidentially made by the inventor to the Institute.

N. **Assignment** means the transfer of rights or title in the Intellectual Property in writing.

O. **Commercialization** means any form of exploitation of Intellectual Property, including assignment, licensing, internal exploitation within the Institute and commercialization via a spin-off enterprise or any other means in practice.

P. **Agreement** may refer to Allegiance, Affirmation and Confidentiality Agreement, Evaluation Agreement, License Agreement, Technology Transfer (Commercialization) Agreement, Alternate Dispute Resolution Agreement. Classified Information, Non-Disclosure Agreement and any other type of agreement concerning research pursued by Researchers and/or Intellectual Property created at the Institute.

R. **Institute** means National Institute of Siddha, Chennai.

3. Scope of Policy

3.1 This Intellectual Property Policy apply to faculty, technical staff, graduate students, post-doctoral fellows, and non-employees (including visiting faculty, affiliate and adjunct faculty, industrial personnel, fellows, etc.) who participate in research projects in the Institute.

3.2 This Policy shall apply to all Intellectual Property created on or after [date] and all IP Rights associated with them, This Policy shall apply to all Researchers who have established legal relationship with the Institute based on which the Researcher is bound by this Policy. Such a legal relationship may arise pursuant to the provision of law, collective agreement or individual agreement.

3.3 The present Policy shall not apply in cases in which the Researcher entered into an explicit arrangement to the contrary with the Institute before the effective date of the Policy, or the Institute previously entered into an agreement with a third-party concerning rights and obligations set out in this Policy.

4. Intellectual Property Ownership

4.1 Intellectual property of any kind created by Inventor(s) of the institute and faculty, students, technical staff, project staff, visitors and others, such as trainees from other institutes, participating in NIS programs or using NIS funds or facilities, are owned by NIS when either of the following applies:

- a) The intellectual property was created with the substantial support of the Institute in form or funds or facilities owned/administered by NIS.
- b) The intellectual property was created (i) as a part of the normal professional duty or (ii) work for hire.
- c) The intellectual property was created in the course of or pursuant to a sponsored/consultancy research agreement with NIS. In such cases, specific provisions related to IP made in contracts governing such activity will determine the ownership of IP.
- d) The intellectual property was created as a part of academic research and training leading towards a degree or otherwise.

4.2 Inventor Ownership Inventors/Authors will own intellectual property when none of the situation defined above for NIS-ownership of intellectual property applies. After evaluation of IP, if NIS decides not to take the responsibility for the protection of the IP, then it will assign all the rights of the IP to the inventors.

4.3 Third-party Ownership

4.3.1 Ownership of intellectual property resulting from:

- a) Funds provided partially or fully by a third-party to NIS will be governed by specific provisions in the contract (MoU/MoA) between the third-party and NIS.
- b) Exchange programs between NIS and other institutions will be governed by specific provisions in the contract (MoU/MoA) between the third-party and NIS
- c) In case no such specific contract exists, IPR will remain with NIS.

4.3.2 In cases of all IP produced at NIS, NIS shall retain a non-exclusive, free, irrevocable license to copy/use IP for teaching, research activities and commercialization consistent with confidentiality agreements wherever entered by NIS.

4.3.3 In cases where an IP is created by NIS personnel, fully or as a part of the team, during deputation, official leave, sabbatical, the concerned NIS personnel should officially communicate the details of the IP to NIS. If the IP involves ideas/resources, fully or in part, using significant institute resources, then the IP will also be owned by NIS fully or partially, as the case may be.

5. Disclosures, Confidentiality and Assignment of Rights

5.1 For sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of IP are applied. For all other IP produced at NIS, the inventors will be required to disclose their IP to IPR Evaluation Committee.

5.2 The inventor shall assign the rights of the disclosed IP to NIS before leaving the institute and will agree to the terms and conditions for the sharing of any financial benefits received by the institute by commercialization of such IP.

5.3 Having made the disclosure, the inventors, both NIS and non-NIS personnel, shall maintain confidentiality of the IP during the period it is pending with NIS for the assessment

of the possibility of commercialization and protection of IP, unless authorized in writing by NIS.

6. Contracts and Agreements

All agreements related to IP undertaken by any NIS personnel and students need to be approved by the institute. The Director, NIS will be the authorized signatory for all such agreements.

7. Commercialization

7.1 NIS or Inventor shall market the IP and identify potential Licensee(s) for the IP to which it (i) has ownership and (ii) for which rights have been assigned to it. Inventor(s) will request for technology transfer providing details as per the Intellectual Property Disclosure Form directly or through any agency or third party.

7.2 For the IP where exclusive rights have not already been assigned to a third party, the inventors may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care to ensure that the Value of the IP is not affected.

7.3 It is suggested the technology transfer should be non-exclusive or if exclusive then for a short time period say 5 years.

7.4 The valuation of the technology should be done by a professional for calculating "one-time earning" and "Royalty". The professional shall be informed about the total expenditure on the development of technology and also protection of IPR while valuation of technology (IPR).

7.5 The R&D committee of the Department/School must ensure that technology (IPR) is properly advertised on the institute website and by informing technology related industries and efforts have been made to get best buyer by the inventor(s).

7.6 The IPR committee will recommend the value of the IP for approval of the Director, NIS. After approval Inventor may provide Confidential Disclosure through- agreement to recipient party after receiving the "one time earning" and agreement for Royalty.

8. Revenue Sharing

8.1 The net earnings from the commercialization of IP owned by NIS would be shared as follows:

Scenario	Net Earnings	NIS Share	Inventor (s) Share	Department/School Share
1.	For the amount up to INR. 50 Lakhs	65%	25%	10%
2.	For the amount above INR. 50 Lakhs	72%	16%	12%

8.2 The Inventors share would be declared annually, and disbursement will be made to the Inventor(s), their legal heir, whether or not the inventors are associated with NIS at the time of disbursement.

8.3 Co-inventors of IP shall sign at the time of disclosure, a distribution of IP Earnings Agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The inventors may at any time by mutual consent revise the Distribution of IP Earnings Agreement.

9. Infringements, Damages, Liability and Indemnity Insurance

9.1 As a matter of policy, NIS shall, in any contract between the licensee and NIS, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, upgradation and debugging obligation.

9.2 NIS shall also ensure that NIS personnel have an indemnity clause built-into the agreements with Licensee(s) while transferring technology or copyrighted material to Licensees.

9.3 NIS shall retain the right to engage or not in any litigation concerning patents and license infringements.

9.4 NIS shall have all the rights to discontinue a patent application, to withdraw it, or not to maintain a granted or registered right.

10. 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. Under these circumstances, it must be ensured by the inventor(s) that their entrepreneurial activities do not have an adverse impact on inventor(s) teaching, research and any other institutional responsibilities. In this case inventor(s) will not get any share in revenue.

11. Dispute Resolution

In case of any disputes between NIS and the inventor(s) or the licensee regarding the implementation of the IP policy, the aggrieved party may appeal to the Director, NIS. Efforts shall be made to address the concerns of the aggrieved party. The Director's decision in this regard would be final and binding.

12. Jurisdiction

As a policy, agreements to be signed by NIS will have the jurisdiction of the courts in Chennai or Madras High Court and shall be governed by appropriate laws in India.