



# **INTELLECTUAL PROPERTY RIGHTS POLICY**

**BABA FARID COLLEGE OF  
ENGINEERING & TECHNOLOGY**



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## 1. PREAMBLE

Baba Farid College of Engineering & Technology (BFCET) has been established under the aegis of Baba Farid Vidyak Society and is affiliated to Maharaja Ranjit Singh Punjab Technical University (MRSPTU). The college provides technical education to the students of the region in various disciplines of Computer Science & Engineering, Civil, Mechanical & Electrical Engineering and has carved a niche in the field of academics as well as in research.

In present world of technology, intellectual property plays a significant role in the development of mankind, industry and commerce. The concerns related to confidentiality, publication and ownerships of intellectual property are now commonplace. The intellectual property rights are now not only used as a tool to protect the creativity and generate revenue but also to build strategic alliances for the socio economic and technical growth. The creation of intellectual property not only contributes to the professional and personal development of the individuals involved but also provides educational opportunities for students and promotes public welfare.

For producing and disseminating knowledge, the need of the hour is to encourage creativity. This creativity can only be developed by utilizing materials and intellectual property. So BFCET works in providing the ecosystem for the intellectual property developed by its dedicated faculty and students with a mission of achieving excellence in every endeavor. Intellectual Property protection and licensing is must for successful application of research in paramount social interest.

Taking in view the intellectual strength of the BFCET, growing awareness about the innovative research of commercial value and the need for the protection of intellectual property, BFCET formulated a policy to provide guidance to academic and non academic staff, students, resource persons, visiting experts and outside agencies involved in the collaborative work. Many collaborative works are undertaken in BFCET to promote research and innovative feats. The BFCET shall address specific cases by using this IPR policy document as guidelines.



## Objective

- To encourage, promote and stimulate the creative activities to build the ecosystem of research and consultancy in BFCET.
- To make the Institute a prime academic research institution pursuing the teaching by dissemination of the benefits of Intellectual Property originated from the Institute to the community and society
- To formulate the transparent administrative system for the ownership, licensing and managing IPRs developed by BFCET
- To Promote discovery into invention and eventually invention to innovation
- To create awareness amongst faculty and students regarding copy-rights, designs, devices, processes, software and other inventions having potential for commercialization
- To provide the knowledge among faculty and students regarding IP laws and different Acts enacted by the Government for protection of intellectual properties.
- To protect the legitimate interest of faculty / scholars / students of BFCET and to avoid as far as possible conflict of opposing emergent claims
- To safeguard the fair distribution of royalty among the different stakeholders accumulating from the commercialization of IPR
- Disseminating the outcomes of research and technology developed in BFCET for the benefit of society and to create an industry- academia interface to enhance the skills of youth.

## 2. COVERAGE OF IPR POLICY

BFCET IPR Policy will cover the following IP's:

- Patents
- Industrial design
- Trade mark
- Copy right
- New plant Varieties
- Lay out Design of Integrated Circuit



## 3. OWNERSHIP

### 3.1 General

- The BFCET will be the owner of all intellectual properties, (patents, copyrights software, designs, integrated circuits) developed at BFCET.
- In case of ownership of IP of sponsored or collaboration research usually where there has been external corporate, foundation, trust, Government or industrial funding of any project, BFCET and the funding agency will jointly own the IP on terms & conditions laid down in agreement/ MoU on sharing of costs & IP.
- In case the funding agency does not claim ownership, BFCET solely shall own the IP generated through collaboration research.
- In no case ownership could be transferred to some other Institute/University/Agency, if the inventor leaves the institution during the process of patent filing, which has been as a result of research at BFCET employing its resources & facilities.
- If an employee/student leave the institute and files the patent after joining the new institute then BFCET will jointly own the IP with the organization/industry provided the employee had used the resources of BFCET.
- If BFCET decides not to proceed in timely manner to protect & or license its own IP, it shall assign ownership to the inventor upon request. (Only in cases where patent has not been filed through DST/PIC, PSCST)
- Ownership in any work created by staff or student of BFCET not related to his terms of employment or course in which a student is enrolled shall belong to the respective staff/student.

### 3.2 Copyright

**Inventor(s) being the authors of Literary articles (Journal Publications) on inventions developed at BFCET, shall hold the copyrights in the same. However, authors shall be allowed to publish the article only after filing for other IPRs over the invention like patents, designs etc.**



- BFCET will hold the copyrights in Material related to lecture delivery, curriculum development & other publications including those in electronic mode & softwares
- The BFCET faculty and students may freely publish research of their work provided such research does not lead to intellectual property.
- The BFCET would be the owner of the copyright of all teaching materials developed by the BFCET faculty as a part of any of the academic programs of the BFCET. However, the authors should have the right to use the material in her/his personal use.

### **3.3 Thesis and Dissertation submitted by students**

- The supervising teacher and the student must own the copyright of thesis and dissertation which students submit for the fulfillment of the academic degree.
- The student and the supervisor have to submit the copy of their thesis/dissertation in the library for the record.
- The BFCET reserves the right to make the limited copies of the thesis/dissertation or part of it to make it available for the students and faculty of BFCET for non commercial academic use.
- If the student or supervisor wishes to file a patent based on the thesis/dissertation they will have to abide with BFCET IP Policy while the BFCET will restrict access to the thesis for a limited period and will not disclose any part of thesis to any person(s) without written authorization from supervisor for one year after the date of submission of the thesis or filing a patent, whichever is earlier.

### **3.4 Software's, Designs, Integrated circuit layouts**

1. BFCET shall be the owner of all software's, designs and integrated circuit layouts, created by the employees, researchers or students.
2. Software, design and integrated circuit layouts developed during the execution of sponsored or collaborative research, specific provisions related to IP made in the contracts governing the collaborative activities shall determine the ownership of IP.



## 4. RESPONSIBILITIES OF INVENTOR

### 4.1 Responsibilities Of Inventor

Inventor include any employee of BFCET (regular, adhoc, contracted), research scholars/project fellows or students, who are involved in the development/creation of IP using the facilities at BFCET or in a externally funded/collaborative research work.

- The inventor has the responsibility not to disclose the invention to public domain before its patent formalities have been completed
- The research scholars/project fellows or students working towards the generation of IP will the designation of co-creator/co-inventor by the lead creator as per the IP policies of BFCET
- The student/research scholar designated as co-inventor in an IP is bound to comply with the IP policies of BFCET and provide an agreement of non-disclosure of the IP to any third party without the approval from the lead inventor and BFCET.
- Inventor & co-inventor are bestowed with the responsibility of providing all the information/data of the IP generated through exploitation of BFCET resources/facilities In case of development of software's, designs, integrated circuit layouts the ownership shall remain solely with BFCET and Inventor (s) team will get share of revenue generated by commercialization of the same as per the BFCET/IPR policy.
- It would be mandatory for the Research Fellows/ Project Fellows/ Research Associates/ equivalent persons hired in sponsored Research Projects to abide by various terms and conditions laid in BFCET IPR policy.

### 4.2 Research Student's Work, Papers and Research Proposals

- It is possible that the research carried out by students as part of the program of study may result in generation of IP other than the text of the thesis/project work. Supervisor should advise the students during the course of their work that certain kinds of research may lead to the generation of IP which will require protection of its commercial value through confidentiality, for which the student will have to hold publication/disclosure before the



filing of a patent. Care should be taken at all stages to see that no conflict of interest arises between the student's academic activities and the generation of IP.

- Where the thesis/project work of a student contains detail of commercialize able IP, BFCET, the supervisor and the students must agree to keep the thesis/project work, in part or whole, and all relevant documents, confidential until the process of securing the statutory protection for the IP is complete. It should be noted that the submission of the thesis/project work for examination does not violate confidentiality because the thesis/project work remains confidential until the examination process is over.
- It is to be noted that retention of the hard copy by BFCET Library is essential for the meeting the requirements for a degree, and the supervisor and the student must agree to allow the thesis to be made available electronically (as per policy of BFCET). On the BFCET's part, the library has a duty to ensure that the use of the texts of thesis held by it is consonant with the laws governing copyright and fair use, as well as sound academic practice.

### **5. MANAGEMENT OF IP**

#### **5.1 Maintenance of patents:**

For the inventions developed at BFCET and the inventors who wish to protect the invention, it is mandatory that the inventor has to disclose the creative work by writing to IP Cell of BFCET. The inventors shall assign the rights of the disclosed invention to BFCET. All IP related information that is disclosed to BFCET will be confidential.

Confidentiality shall be maintained till the dates stipulated in the contract between the concerned parties. Once the IPR is ensured, the inventor is encouraged to publish the work in the interest of general public.

#### **5.2 Procedure of IP Protection by filling of patent through Institute**

All employees (faculty / scientists / staffs) and students desirous of filing a patent application in connection with an innovative work done by them shall follow the procedure outlined below:



- Forward a proposal prepared by the concerned investigator to Nodal Officer IPR, Cell, outlining their request to file a patent application. An Invention Disclosure Form should accompany this proposal on the Intellectual property to be protected.
- The application will be processed by the office of Nodal Officer IPR, Cell as per the Intellectual Property Rights Policy of the Institute to the PIC, Chandigarh.

Other forms of intellectual property generated during the course of research and development, such as Copyrights, design registrations, trademarks, etc. will essentially follow the same procedure as above.

Institute shall have the right to consult on a confidential basis with appropriate experts in the field of IPR in question in order to assist in the assessment of innovation and its commercial potential in India and abroad. The decision to file a IP through Private Attorney or Department of Science and Technology will be taken by Nodal Officer, IP Cell of BFCET with the permission of Chairman, BoG.

### **5.3 Filing of IP Applications in foreign countries**

Subjected to the provisions of the Patent Act, 1970 the Institute shall, decide on the suitability of protection of the invention in foreign countries within six months of filing the Complete IP Application in India if no secrecy direction is received from Patent Office.

## **6. TECHNOLOGY TRANSFER/LICENCING/COMMERCIALIZATION OF IP**

### **6.1 INTRODUCTION**

The purpose of transfer and use of IP by BFCET, which is an educational organization, is to meet one of its stated objectives of disseminating the fruits of research and development for the benefit of society and to create an industry- academia interface to enhance the skills of youth making it more employable and to cater to the need of industry in present scenario. BFCET recognizes that translation of created IP to products and services of benefit to society is a complex process that normally involves considerable risk taking and expenses. The BFCET



policy on transfer and use of IP proposed here takes into account the facts that are involved in the fruitful transfer of IP. Further, the revenue or share of stakeholders while commercialisation procedure is contained as discussed earlier. The medium to carry commercialisation is licensing. A licensing agreement is a partnership between an intellectual property rights owner (licensor) and another who is authorized to use such rights (licensee) in exchange for an agreed payment (fee or royalty). Whereas assignment of IP involves transfer of ownership irrevocably and permanently to the assignee by the assignor. Also, proprietary know-how generated by BFCET is a known form of IP, and its transfer and use is covered by this policy.

## 6.2 TRANSFER OF IP

- The inventor(s) may contact potential licenses(s) by maintaining confidentiality and taking all necessary care so as not to affect the value of the IP through appropriate agreements with the potential licensee(s) during the technology marketing discussions.
- The inventors are expected to contract the IP to Technology Management Agencies (Government/Private), which manages the commercialization of the IP.
- The IPR CELL of BFCET can organise specific industry interactions or organize an event for helping the inventors in showcasing their IPs.
- BFCET will advertise the patented technology on its website for commercializing.
- Once the preliminary discussion has been carried out by inventor and suitable licensee has been identified, further necessary agreements with licensee and required approvals from Government of India will be initiated by BFCET with the help of inventor.

## 6.3 LICENSING

As Licensing intellectual property to a third party is the most common modality for technology transfer leading towards commercialization, there are various modes of licensing strategy. Licensing may be awarded on non-exclusive basis and may provide for payment of license fees, milestones, royalties or other income to the owner of the intellectual property. There are various modes of licensing strategy including the following:



- Exclusive licensing: The licensor licenses the IP only to one licensee. In other words the licensee is the only one authorized by the licensor to use and exploit the IP. Even the licensor is excluded from using and exploiting the IP.
- Sole licensing: In this case also, the licensor licenses to only one licensee. However, under this licensing, the licensor can also use and exploit the IP.
- Non-exclusive licensing: In this type of licensing, the licensor is permitted to enter into agreements with more than one entity for use and exploitation of the IP. In other words, the same IP may be used by many licensees at the same time for the same purpose or for different purposes.
- Sub-licensing: Sub-licensing is applicable when a licensee wishes to further license the IP to another party(ies).

### 6.4 REVENUE SHARING

The revenue generated from the Intellectual Property shall be distributed as follows:

- When the individual researcher or a team of researchers is the inventor and has used substantial BFCET resources, the Revenue shall be shared amongst the inventor(s) and the BFCET as 70% and 30% respectively.
- The shares as mentioned above shall be determined after deducting the direct expenses if any from the total income received by BFCET.
- The inventor(s) share would be declared annually and disbursement will be made to the inventor(s) or their legal heir, whether or not the inventors are associated with BFCET at the time disbursement.
- Co-Inventors that are research team members 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 co-owners of intellectual property may at any time by mutual consent revise the distribution of IP Earnings.



## **7. OTHER ISSUES**

### **7.1. Policy Related To The Use Of Name Of BFCET And Trademarks Owned By BFCET By Third Parties**

- BFCET would allow the use of its name and trademarks owned by it to the Third party(ies) to whom IP has been licensed/assigned through a signed agreement on following conditions:
  - (a) IP is intended to be used for the benefit of society.
  - (b) IP is licensed/assigned with an undertaking from the licensee/assignee that IP will be used-
    - (i) in a responsible manner to create a product/process conforming to environmental safety, and good manufacturing practices promoted by the Government of India and its regulatory bodies.
    - (ii) in promoting truthful claims and information, i.e. not for misleading the society or users.
    - (iii) without any liability to BFCET in case of misuse of IP or accidental damage accruing due to use of IP.
  - (c) In no case IP will be used against the interest of India.
- In all such cases, the licensee/assignee must take prior approval of BFCET about the manner in which the name of BFCET and its trademarks are to be used in any media including print and electronic media.

### **7.2. Amendment**

On the request of IPR Cell the policy can be amended after the approval of Chairman, BoG.

### **7.3. Disputes**

Any disputed issue related to the intellectual property or the interpretation of these Ordinances, shall be decided as follows:

- Any disputed issue that cannot be resolved with the assistance of the IPR CELL shall be referred to a committee of Settlement at the instance of the BFCET or at the request of



the inventor or funding agency. The decision of this committee of Arbitration shall be final between the parties for any disputed issue related to intellectual property, revenue sharing or the interpretation of this policy.

- The committee shall consist of one member appointed by the Chairman, BoG.
- The process of resolving the dispute shall be completed expeditiously and except in unusual circumstances within two months.
- The committee of Settlement shall have power to regulate its own procedure in consonance with principles of natural justice.



**Baba Farid College of Engineering & Technology**

Bathinda, Punjab

**AUTHORISATION CERTIFICATES**  
**BY INVENTOR (EMPLOYEE/STUDENT) FOR IPR PROTECTION**

We/I

(1)

(2)

(3)

of

**Baba Farid College of Engineering & Technology, Muktsar Road, Bathinda**

Have developed the Invention/Technology \_\_\_\_\_

The invention/technology has been developed by us during the course of our employment/study with BFCET, the work has made use of significant resources and duty time. We agree to abide by the terms and conditions laid down in IPR Policy of BFCET

We/I hereby authorize Baba Farid College of Engineering and Technology, Muktsar Road, Bathinda to process the filing of the Patent under The Patents Act 1970

Inventor 1:

Signature: \_\_\_\_\_

Name:

Designation:

Department:

College:

Inventor 2:

Signature: \_\_\_\_\_

Name:

Designation:

Department:

College:

Inventor 3:

Signature: \_\_\_\_\_

Name:

Designation:

Department:

College:



# **Baba Farid College of Engineering & Technology**

Bathinda, Punjab

## **Invention Disclosure Form**

Date of submission: \_\_\_\_\_

The inventor is requested to fill up the following form while submitting an application for filing a patent by Baba Farid College of Engineering & Technology.

*[General Patent Information: In order to obtain patent protection, your invention must demonstrate the following:*

*New (or novel): The invention must be new, that is, it has not been previously used, sold or described publicly.*

*Useful: The invention must have an actual use and not be just a subject for additional research.*

*Non-obvious: The invention must not be obvious at the time of conception to another person having ordinary skill in the art].*

1. **Title of the Invention** *(The title should be sufficiently indicative of the subject of the invention and should reveal the specific features of the invention. It need not disclose the details of the invention and preferably not exceed **fifteen words.**)*

2. **Name of the inventors including faculty, students and staff:**

*[Note: Please include the names of all co-inventors. Co-inventors include any individual who has conceived or contributed to an essential element of the invention, either independently or jointly with others, during the evolution of the technology or reduction to practice]*

Inventor 1: Name \_\_\_\_\_

Designation (Faculty/Student) \_\_\_\_\_

Department \_\_\_\_\_

Phone/ e-mail \_\_\_\_\_

Inventor 2: Name \_\_\_\_\_

Designation (Faculty/Student) \_\_\_\_\_

Department \_\_\_\_\_

Phone/ e-mail \_\_\_\_\_

Inventor 3: Name \_\_\_\_\_

Designation (Faculty/Student) \_\_\_\_\_

Department \_\_\_\_\_

Phone /e-mail \_\_\_\_\_



(Please add additional names if needed)

3. **Field of Knowledge**(*Max 20 Words/1-2 Lines*)

4. **Problem Solved:** (*Max 50 Words/2-3 Lines*)

5. **Describe the Innovation:** (*Max. 200 Words/8-10 Lines*)

*(Describe in detail the operation of the innovation. Describe the invention covering following points:*

- a. a technical description;*
- b. The problem for which solution was researched*
- c. The invention namely the solution to the problem*
- d. In addition, also tell what you had achieved and what you will achieve in next 1 year)*

6. **Background Art**(*Max. 100 Words/4-5 Lines*)

*(Tell only 1-2 Patents of your innovation & Similarities of your invention with existing innovation Put the innovation into context within your field of research, e.g. the problem needing to be solved and the approach others have taken)*

7. **Inventive Features and Advantages of your invention** (*Max 150 Words/4-5 Lines*)

*(The advantages and improvements over the existing methods, devices or materials; and, the economic potential or commercial applications for the technology)*