

## 1. Purpose of the IPR Policy of CARE

- I. Safeguard the academic freedom of its faculty and students by nurturing and promoting scientific inquiry and research;
- II. Encourage the development and productivity of intellectual property (IP) through promoting an inventive work environment;
- III. Develop an intellectual property management policies and guidelines for transforming the Institute's knowledge to prosperity;
- IV. Clear out certain ambiguity about faculty staff, and students' rights and duties and secure the Institute's members;
- V. Make it feasible for the Institute to make effective use of IP in terms of quality and performance for both the inventors and the Institute as a whole;
- VI. Purposefully disseminate the Institute's intellectual property (IP) in order to build a world-class academic research and teaching institution that exemplifies the principles of scholarship, teaching, and public service;

## 2. Aim of IPR policy of CARE

- I. Create opportunities for revenue development through facilitating the preservation and exploitation of intellectual property developed by its faculty staff, and students as a result of their intellectual pursuits at the Institute while their employment/engagement at the Institute;
- II. Implement effective IP management approaches within the Institute to foster an IPR-friendly culture among its faculty and students;
- III. Provide a single framework for all IPR-related matters and to develop a research and innovation environment that is compatible with the Institute's educational mission

## 3. Scope

Any and all intellectual property that is generated by the Institute's faculty and staff, as well as research scholars, students, individuals hired in sponsored research and consultancy projects, and visiting professors/scientists involved in research and teaching on a full-time or part-time basis, is protected by this policy. Patents, designs, copyright, know-how, and other proprietary information are all examples of intellectual property (IP) resulting from academic research.

## 4. IPR Policy Statement

The Institute is dedicated to the promotion, protection, management, and commercialization of Intellectual Property with the realisation that among its core goals and functions are teaching, research, and addressing society's requirements. In order to generate high significant revenue for the Institute, it may also benefit employees and students by allowing them to profit from intellectual property. The Institute, on the other hand, acknowledges and respects academic traditions and expectations.

## 5. Description

- I. Intellectual Property (IP) is a nebulous knowledge product that encapsulates – all outcomes, conclusions, concepts, inventions, advancements, optimizations, possibilities, discoveries, data, research methods, and information of all kinds and descriptions construed, engendered, created, or curtailed to practise as the case may be, design features, software applications, genetically altered microorganisms, marketing strategies, and publishable work.

Thus, IP is the culmination of Institute-supported or sponsored research, industrial consultancy, or other types of collaborative research and development.

- II. Intellectual property rights (IPR) refer to the rights associated with intellectual property (IP), such as patents, registered designs, and copy rights.
- III. Background of the study refers to technical knowledge and know-how that the partners of a joint Research and Development programme hold or control prior to the commencement of the programme, in the same field as the program's subject matter or in related disciplines as essential for the program's execution.
- IV. Background intellectual property is intellectual property that is owned by the collaborators in a collaborative Research projects prior to the start of the curriculum, is in the same field as the particular subject of the curriculum or is related to the subject matter of the curriculum, and is necessary for the project's execution.

## 6. IP Ownership

- I. In all applications for intellectual property rights submitted by the Institute, the individuals who have directly given intellectual contributions should be identified as inventors or creators.
- II. Institute funded Research- All intellectual property rights arising from research performed at the Institute utilising Institute resources shall vest in and be the sole property of the Institute, except where such investigations are conducted in collaboration with other institutions and agencies or under the sponsorship of an outside agency.
- III. Sponsored Research- The IPR of inventions resulting from research projects conducted 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 an equal share of the costs of securing and maintaining the IPR registration. If the sponsoring agency does not agree to file a joint IPR application, the Institute may file the application with absolute ownership and will bear all costs associated with obtaining and protecting IPR. If the sponsoring agency finances just a portion of the research initiatives or if numerous sponsors fund the same project, the pooling of intellectual property rights will be determined through mutual talks and suitable agreements.
- IV. In case the funding agency is an industry the industry may opt the given options for sharing the IPR with CARE :
  - a) While the industry retains ownership of the IPR, the industry is required to pay the Institute an initial lump amount and reasonable yearly royalties for a predetermined time in exchange for their participation to the project. The Institute and the sponsoring industry will enter into a special a priori agreement governing the conditions of ownership of the IPR. The sponsoring industry may retain exclusive or non-exclusive ownership of IPR. If the industrial sponsor fails to utilise the IPR within a mutually agreed time period, the Institute may authorise third-party exploitation.

- b) The Institute will retain ownership of the IPR, but the industrial sponsor will retain exploitation rights, either exclusively or non-exclusively, in exchange for an initial lump sum payment and recurring yearly royalties for a predetermined time or other advantages to the Institute. Third-party exploitation shall be authorised in the event of exclusive rights (i) if the industrial sponsor fails to utilise the IPR within a mutually agreed time limit. (ii) The Institute will maintain the right to utilise the data for the purpose of conducting additional research and development.
- V. Joint Research- If the intellectual property is the result of collaborative research conducted by Institute workers with other organizations/agencies/individuals, the Institute and the collaborators will jointly own the IP. The Institute and partners shall split the costs of filing and maintaining the IPR, as well as the money earned by its commercial use, according to an agreed formula. If the partners are unwilling or unable to split the expense, the Institute may choose to file and maintain the IPR on its own. In this situation, the Institute shall choose the income sharing arrangement for commercial use of the IPR.

#### VI. Technology Transfer

- a) The Institute shall utilise reasonable efforts to commercialise the intellectual property rights acquired in its name or in partnership with other agencies, to the fullest extent feasible and without undue delay. The intellectual property will be sold through agreements that involve technology transfer, exclusive or non-exclusive licencing, and income sharing.
- b) The Institute will make reasonable approach to identify potential licensees for the commercial use of intellectual property (IP) in which it is the only owner. If joint ownership is established, the Institute will retain the first right to commercialise the joint intellectual property, regardless of whether it is legally protected by a patent (s). Licencing in this case would require the payment of a one-time technology transfer fee and royalty payments beginning on the first day of commercial exploitation and continuing for a mutually determined period of time. If the partner chooses not to use this option, the Institute will commercialise the IP in any manner it deems fit.
- c) If the other partnering organization/industry does not begin commercial exploitation within two years of the technology's initial creation date, the Institute reserves the right to licence the IP to a third party.
- d) To encourage and promote entrepreneurship development among its employees, the Institute may reassign its ownership of an intellectual property to the inventor(s) or creator(s) of the property, who choose to sell, defend, and licence it independently of the Institute.

The costs that the assignee must pay to the Institute include all patenting and licencing expenditures, as well as an appropriate percentage of royalties, equity, or other value earned by the inventor(s) or creator (s).

- e) The Institute would strive to exploit the IP either directly or through the appointment of a Technology Management Agency to bring the IP created by its workers to fruition.

After a certain holding time, the inventor(s)/creator(s) may request that the Institute award the rights to them.

## 7. Conflict of Interest

The inventor(s) must disclose any possible conflict of interest if they and/or their close family members own shares in a licensee or potential licensee firm.

A licencing or assignment of patent rights to a corporation in which the inventor(s) own a share must be approved by the IPR Cell.

## 8. Dispute Resolution

In the event of a disagreement between the Institute and the inventors about the Institute's enforcement of the IP policy, the offended party may appeal to the Institute's Chancellor. Efforts will be established to solve the offended party's concerns. In this case, the Chancellor's opinion would be ultimate and irrefutable.

## 9. IPR Policy Application

This policy must be considered a component of the terms and conditions of employment for all Institute employees and separate from the terms and conditions of enrollment and attendance for Institute students, students on enrolment, and all current staff and students. Additionally, the Institute maintains the right to alter the IPR Policy when the need arises/as judged appropriate.

All prospective creators who engage in a sponsored research project and/or make use of Institute-supported resources must adhere to this policy and accept the Institute's stated principles of intellectual property ownership, unless the Institute grants an exemption in writing.

## 10. Right to IP Policy Regulation

The IPR Cell shall be responsible for interpreting the policy, resolving disputes, enforcing the policy, and periodically suggesting policy modifications to the Chancellor via the Registrar and Vice Chancellor. The Chancellor shall take such changes/recommendations into consideration and make such determinations as he/she thinks appropriate. The IPR policy may be revised every three years or sooner if a significant change occurs at the national level.