



KMCT Dental College - Intellectual Property Rights Protection

Name of the Policy/ Guidelines	Intellectual Property Rights Protection
Short Description	Policy and guidelines on protection of intellectual property rights
Scope	This policy is applicable to all faculty, students and research scholars of KMCT Dental College
Policy status	Original
Approval Date of the policy	14/07/2021
Approval authority	Institution Head- KMCT Dental College



Introduction

Creativity and innovation have been a constant in growth and development of any knowledge economy. Ideas, innovations, and creative expressions on the basis of which there is a public desire to grant the status of property are referred to as intellectual property rights (IPR). In order for the inventors or developers of that property to profit commercially from their creative endeavours or reputation, IPR grant them specific exclusive rights. There are various forms of intellectual property protection, including trademark, copyright, and patent. An innovation that satisfies the requirements of universal novelty, non-obviousness, and industrial use is given a patent. IPR is prerequisite for better identification, planning, commercialization, rendering, and thereby protection of invention or creativity.

IPR Policy is implemented in KMCT Dental College to establish an ecosystem in the country conducive to innovation and creativity not only in terms of IP awareness and creation, but also commercialization and enforcement.

Intellectual property rights (IPR) refer to the legal rights given to the inventor or creator to protect their invention or creation for a certain period of time. Intellectual property refers to creations of the mind, inventions in artistic, literary, scientific and industrial field.

Copyright is a legal term describing rights given to creators for their literary and artistic works.

Research and development carried out by the faculty, research scholars or postgraduate students of our institution may result in inventions, innovations, know-how, copyrights, devices or processes that may have commercial applications. Commercial use of these innovations may have economic importance and contributes for societal development.

This IPR policy of our institution will help in protection, ownership and licensing or commercialization of intellectual property that is generated in the institution with or without external funding.

Vision Statement:

- Promoting creativity and innovation by Intellectual Property for the benefit of all.
- Promoting advancement in science and technology, arts and culture, traditional knowledge and biodiversity resources.

Mission Statement:

- Stimulate a dynamic, vibrant and balanced intellectual property rights system in our institution.
- Foster creativity and innovation thus promoting entrepreneurship and enhance socioeconomic and cultural development.



Intellectual Property Rights (IPR).

All products of creative work from our institution for which legal rights may be sought after or enforced under the law.

IPR may include:

- literary works, including publications and questionnaires
- teaching and learning materials
- other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with institution facilities
- databases, tables or compilations, computer software, preparatory design
- material for a computer program, firmware, courseware, and related material;
- patentable and non-patentable technical information;
- designs including layout designs
- plant varieties and related information
- trade secrets
- know-how, information and data associated with the above.

1. Policy statement

- 1.1 This institution has a policy to stimulate and encourage original and innovative activities in all disciplines.
- 1.2 This policy will protect the legitimate interests of faculty/students and research scholars to implement transparent administrative system for ownership control, assignment of intellectual property rights, and division of profits from technology transfer or intellectual property licensing.

2. Ownership

- 2.1 This institution will be the owner of all intellectual property generated by the faculty/researchers/students unless specific agreements or contracts have been made with any agency funding research leading to generation of IP.
- 2.2 In case of sponsored research, collaborative research with other organisations provision made in the memorandum of understanding in regard with ownership of IP shall apply. An agreement will be done on who will bear the cost of patent filing, registration, and maintenance and also who will have the right of first refusal to such IP if applicable.
- 2.3 The faculty involved in sponsored research will decide the best option considering the nature of research expertise and facilities provided by the institution and extent of funding provided.
- 2.4 Institution will be the owner of copy right for all work including software or applications developed using resources of this institution.



3. Evaluation and protection of IP

- 3.1 The KMCT research committee will coordinate all activities related to IP protection and for patenting as per the norms and guidelines of the institution.
- 3.2 The faculty involved in the invention, innovation, process or any IP will submit information to the institution research committee and to the IEDC- Innovation and entrepreneur development centre (KMCT Dental College) in the prescribed format through the Head of his/her Department.
- 3.3 Patent application should be filed before publication or disclosure in any form in public domain.
- 3.4 The applications will be screened for adequacy of information by the research committee.
- 3.5 Applications meeting the requirements upon initial screening will be presented before KMCT Scientific review committee, Institutional Ethics committee and IEDC.
- 3.6 The Expert Committee will make recommendation on whether the application can be filed and defended through online process or whether any legal firm should be involved
- 3.7 Online filing of application of patent or filing patent through a legal firm will be done as required by each case and will follow the norms and guidelines of the institution.
- 3.8 IP related information to which the faculty have access as a part of official duty will be maintained with strict confidentiality.
- 3.9 The Faculty or Researcher will have to inform the Research committee of the current status and the conclusion of the patent application if the sponsor of a research project has an agreement/contract/MOU stating that the obligation and cost of patenting shall be handled by the Sponsor.

4. Licensing of IP and technology transfer

- 4.1 The Faculty/Researchers involved in any IP will be guided by the KMCT IEDC to identify potential firms/agencies that could be interested in obtaining license to commercially exploit the IP.
- 4.2 The Research committee along with IEDC will coordinate the process of licensing/technology transfer. The IEDC Expert Committee will evaluate the proposals from firms/agencies interested in obtaining license for commercial exploitation of IP.
- 4.3 The terms and conditions of licensing will be decided on case to case basis.
- 4.4 If the institution and the research sponsor share IP ownership, the licensing process will adhere to the rules established by the research sponsor in the contract or MOU. Before beginning the licensing procedure, a separate agreement outlining the process will be made if it is not already included in the contract or MOU.



4.5 Institution will bear the cost of patenting in all cases where the ownership fully lies with the institution. Cost sharing for patents resulting from supported research will be determined by the contract, agreement, or MOU. The likelihood of commercialisation will be assessed in case of renewals before paying for renewals.

5. Publication based on IP

5.1 A provisional patent application should be filed before publication by the faculty /researcher.

5.2 After this phase, the faculty member or researcher will be careful to protect the financial worth of intellectual property while still facilitating information interchange.

6. Liability and indemnity

6.1 In any licence agreement, the institution will agree to indemnify the institution from legal actions taken against it or its faculty or researchers for any cause, including but not limited to manufacturing flaws, design guarantees, and commercial performance.

6.2 Through the proper agreement, the licensee will indemnify IP against any direct or third-party legal liability resulting from the commercial use of IP.

7. Dispute resolution

7.1 The institution's decision in any IP dispute between the involved Faculty or Researchers shall be final and binding.

8. Jurisdiction

All agreements related to IP signed by the institution will have jurisdiction of the courts in Kozhikode and shall be governed by appropriate national and state laws.



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