



Intellectual Property Rights Policy

PSGR Krishnammal College for Women, Coimbatore, India

Section 1: Introduction

PSGR Krishnammal College for Women is one of the premier institutions of higher education dedicated to empower women. The college was started on 28th June 1963 under the auspices of GRG Trust, with Shri.G.R.Govindarajulu as the founder trustee and Smt. Chandrakanthi Govindarajulu as the founder Correspondent of the college and is affiliated to Bharathiar University. Over the years the college has developed into a first grade post graduate research institution. The college nurtures an inclusive environment to serve diverse needs of the society.

The college offers 10 UG and 4 PG Courses under the aided scheme and 2 UGC sponsored vocational courses, 20 UG, 9 PG, 3 PG Diploma and 2 Certificate Courses under the unaided scheme and M.Phil and Ph.D. programmes in 13 disciplines. In the year 2009, the Department of Botany was elevated to the status of DST- FIST sponsored department. In 2011 the college was awarded College with Potential for Excellence status by UGC. The recognition by DST-FIST in the year 2012 is a value addition. All the science departments were included under the ‘Star Status Scheme’ of the DBT in the year 2012. In the post golden jubilee year, the institution has entered into new ventures with UGC sanctioned skill enhancing programmes through B.Voc (in two disciplines) and a Community College in 2014. A Rural Women Technology Park (DST-Sponsored) has been launched at Pillaiappampalayam, Annur Taluk to empower women in rural areas especially in technology transfer and entrepreneurship. The Institution was awarded with ‘College of Excellence’ status by UGC in 2016 and secured 22nd Rank among all the colleges in the country by National Institute Ranking Framework (NIRF) 2019, Ministry of HRD, Government of India. All the five Science Departments and three Computer Science Departments have been granted star status by DBT.

The college has a magnificent past and efforts are being made towards consistent development in vision of its bright future; therefore every action is carefully planned, so as to foster the heritage of this institution at all levels of its activities. Strong Linkages with industry and academia have been developed for collaborative research, faculty exchange, student exchange etc. College aims to be a leading research driven institute and has established high-end research labs. The research outputs/outcomes from all the centers, departments, students, faculty members & researchers are protected by the IPR policy.



Section 2: The PSGRKCW Intellectual Property (IP) Policy

IP policy is applicable to all students, faculty and researchers at PSGRKCW. Protecting inventions and innovative works through IP entitles the researcher and PSGRKCW to commercial benefits. Publication of patent without evaluation of the possibility of IPR protection could jeopardize the possible monetary benefits accrued through licensing of IPR.

Evaluation of patent for IPR protection will be conducted by an IPR review committee, consisting of one field expert, Dean Research & GRG management representative. Evaluation will be based on the technical and commercial merit, market size and potential, interest from industry partners, as well as novelty and inventiveness based on a patentability search conducted by the researcher. After taking due steps for evaluating the possibility of IPR protection, the institution can either provide IPR protection or can give clearance to proceed without it. The Institutes ability to grant waivers to the researcher from non-application of the IPR policy is delegated to the Head of the Institute. The institution is entitled to decide the nature of dissemination of the outcome of the research undertaken by the researcher in the course of their employment / engagement with the Institute either through publications or by any other means in accordance with academic practice.

Section 3: Ownership

PSGRKCW owns all the Intellectual Property (IP) that is produced by all PSGRKCW personnel. PSGRKCW reserves the right to apply for IP protection in India, U.S.A, and specific countries for suitable protection of the IP generated by all PSGRKCW personnel.

Section 4: Funding of IPR costs

In cases where the proposal for IP protection has been approved by the IP review committee, the institute will bear all the costs for IP protection, including Government fees, administrative costs, and attorney fees. In cases where the institute has chosen not to pursue IP protection, the inventors may proceed to patent individually by funding the costs themselves, however, they would still have to name the institute as a joint applicant and execute an IP assignment agreement that will stipulate the level of ownership of the institute on case to case basis.

Section 5: Disclosure

PSGRKCW encourages timely disclosure of all potential IP / Inventions / Innovations generated by the staff member and students. Disclosure enables the institution to take prompt action to protect and disseminate the research activities occurring at PSGRKCW. The college identifies the relevant statutory and other mechanisms not limited to Patent, Copyright, Trademark, Design Rights, Integrated Circuits, etc towards registration.



Section 6: IP Licensing and Agreements

For breakthrough patents, the college provides essential security in the form of IP. In such cases, the evaluation, marketing, negotiations and licensing of the patent will be done by the institute. In certain cases, PSGRKCW might use the services of a third party for licensing the technology developed, under mutually agreed terms and conditions. (Refer [Annexure 2](#) for information on Agreements).

Section 7: Technology License / Transfer Options

PSGRKCW recognizes the inventor(s) / creator(s) as a key component for successful commercialization process. Licensing may be made by the college by the following means: either directly to third parties or through incubation or through licensing agents. It is to be noted that the IP generated would preferably be licensed and not assigned. PSGRKCW reserves its march-in rights in the case of assigned IP.

Section 8: Technology licensing

As per the current policy of technology licensing, revenues earned will be shared with the inventor(s) in a 70:30 ratio. The 70% due to the PSGRKCW inventor(s) will be distributed to the inventor as per the IPR agreement of the institution. In the case of multiple inventors, royalty sharing will be done on an equal basis in the absence of an alternate revenue sharing agreement. Details of royalty sharing are given in [Annexure I](#). Salient features of the licensing includes the following:

- Preferred mode is Non Exclusive licensing. Exceptions to this will be based on the funding of the project and any other relevant requirements.
- Exclusive license will be subjected to periodic review of license not limiting to usage status, application and / or region specific, royalty generation for continuing such license agreement.

Section 9: Relevant inventions and Ownership

Under this policy patentable subject matter that are created with the use of the college resources are assigned to and owned by PSGRKCW, regardless of the source of funding, if any. All inventors / creators are required to ensure that an inventor's agreement is filled at the time of submission as an invention disclosure to PSGRKCW. This agreement would include ratio of sharing any revenue received from commercialization of the said technology among the inventors / creators. Absence of such an agreement will be considered as equal sharing amongst the PSGRKCW inventors / creators.

Section 10: External Funded / Collaborative Development

For the relevant invention(s) including software, designs and integrated circuit layouts, produced during the course of a sponsored and / or collaborative activity (internal / external), specific provisions related to IP are to be referred along with this policy.

- PSGRKCW is the sole owner of the IP generated from the funding provided.
- The IP generated is owned jointly with the collaborative partner having the first rights of refusal towards commercialization.
- In the case of a collaborative / multiple consortium based IP generation, the IP terms of such agreement is to be considered along with the policy. In the absence of any specific IP agreement in such cases, PSGRKCW follows its IP policy.
- PSGRKCW can assign the IP generated, to the funding agency based on the nature of the technology, funding and specific applications.

Under all circumstances, PSGRKCW always reserves the right to use the IP generated for its academic and research purposes.

Section 11: Design Rights

The design right for a created component (physical or graphic, any dimension) follows the IP inventions policy as indicated in this section.

Section 12: Trade Mark(s) / Service Mark(s)

The logo of PSGRKCW would be the trademark of the Institute. It is to be noted that the logo of PSGRKCW cannot be used on any of the private communication of any of the PSGRKCW personnel. Official activities of the recognised bodies of PSGRKCW, web pages hosted on the PSGRKCW domain, project websites and reports in which PSGRKCW is a project member, student thesis are allowed by default to have the PSGRKCW logo. The usage of the PSGRKCW logo, PSGRKCW name in full or partial for all other activities has to get the due approval of the head of the institute.

Section 13: Applicability & Requirements

The IP policy is applicable to all PSGRKCW personnel and their range of activities such as, teaching, research, consultancy, collaborative activity and the range of creations includes copyrightable works and related necessary confidential information.

Section 14: Relevant creations and ownership



According to the Copyright Act of India, 1956, creations including literary works, software, music, cinematography, sound and other works created in PSGRKCW with the use of significant resources of the institution are assigned to and owned by PSGRKCW.

PSGRKCW is the owner of the administrative and other documents created as part of designated work. Examples include course outline documents, question papers, answer sheets, grade ranking sheet, and other such creations. All the creations are required to ensure that the inventor's agreement is filled at the time of submission to PSGRKCW. This agreement would include among other aspects, ratio of sharing of any revenue received from commercialization of the said creation. Absence of such an agreement will be considered as equal sharing amongst the creators.

Section 15: Teaching / Course material

- PSGRKCW acknowledges that the author as the owner of materials created for teaching purposes during author's engagement with PSGRKCW.
- As most of the course content is created cumulatively and in order to enable a wider usage and distribution, PSGRKCW by default gets a license to the copyright of the content created by the creator for fair dealing under academic and research context.
- PSGRKCW is not liable for any of the copyright violations by its personnel for the content created. The author is expected to create the content with due diligence.

Section 16: Books, articles and related literary works

PSGRKCW encourages its personnel to disseminate knowledge by authoring books, technical articles, etc. In this respect, PSGRKCW does not claim ownership of copyright on books authored by PSGRKCW personnel. In cases where the books are related to the multiple research groups / faculty teaching the course in the Institute, it is expected that the interested author shall get the relevant no objection certificate from co-authors / other contributors. Use of PSGRKCW logo on any personal publications by the faculty / staff / student is prohibited. Students who wish to publish their thesis, prior to submission for an academic degree, as a book or any other type of publication are required to seek a prior written approval from PSGRKCW.

Section 17: Infringements, Damages, Liability and Indemnity Insurance

In any contract between the licensee and PSGRKCW, the institution shall seek indemnity from any legal proceedings regarding manufacturing defects, production problems, design guarantee, upgrades, debug obligations and the content created. The policy also supports the need to indemnify PSGRKCW personnel through the license agreements for sponsored research and consultative work. PSGRKCW shall retain the right to engage in any litigation concerning its IP and license infringements.

Section 18: Jurisdiction

All agreements to be signed by PSGRKCW will have the jurisdiction of the court in Coimbatore and shall be governed by appropriate laws of India.

Annexure I: Revenue Sharing

Net earnings from the commercialization of IP owned by PSGRKCW would be shared as follows:

- The inventor (s) / creator(s) share would be declared annually (or as revenues are received) and disbursement will be made to the inventor (s) / creator(s), their legal heir, whether or not the inventor (s) / creators are associated with PSGRKCW at the time of disbursement.
- The revenue sharing ratio between the inventor team and PSGRKCW is fixed as 70:30 in favour of the inventor team. IP protection costs will be part of the license revenue sharing agreement between PSGRKCW and inventor(s).
- If PSGRKCW reassigns the rights of the IP to its creator(s), the cost and revenue sharing will be governed by a separate agreement between PSGRKCW and the inventor / creator(s).
- The inventors may at any time by mutual consent revise the distribution of IP earning agreement.

Annexure II: Contracts and Agreements

All agreements including but not limited to the following categories, for activities undertaken by any PSGRKCW personnel need to be approved by the Dean (Research)

- Confidentiality Agreement / Non-disclosure Agreement
- Consultation Agreement
- Evaluation Agreement
- Research and Development Agreement (R&DA / MOU)
- License Agreement
- Technology Transfer Agreement
- Alternative Dispute Resolution Agreement
- Collaborative MOU with University / Organization

Dean (Research) acts as the final signing authority in all categories of agreements listed above. Dean (Research) facilitates the process of framing such agreements by way of providing templates and services through professional consultants.