राष्ट्रीय प्रौद्योगिकी संस्थान मिज़ोरम NATIONAL INSTITUTE OF TECHNOLOGY MIZORAM

(An Institution of National Importance under Ministry of Education, Govt. of India) चलत्लांग, आइज़ोल, मिज़ोरम / CHALTLANG, AIZAWL, MIZORAM – 796012



NIT MIZORAM's Intellectual Property (IP) Policy 2024

IPR Cell NIT Mizoram

IP Policy, NIT Mizoram

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PART 1: Preamble

National Institute of Technology Mizoram (hereafter referred to as NIT MZ or Institute) is an educational and research institution of national importance with a vision "to serve the societal needs of the country in particular and the world in general through achieving excellence in innovative scientific and technical education and cutting edge research." and a mission "to impart and enhance quality technical and scientific education to young men and women. To promote research in both fundamental and applied knowledge for the betterment of society. To promote all fields of innovations and provide support to the entrepreneurs.".

The first Intellectual Property (IP) policy for the Institute is going to be established and implemented in year 2024. In the last few years, several new initiatives and issues have arisen, with the enhanced growth in research and development. In view of the experience obtained during this period, in commercialisation, incubation, international collaboration, and student related issues, it was decided to enact a specific policy for development and management of the Intellectual Property (IP) of NIT MZ.

This document is the first IP Policy for the Institute. NIT MZ acknowledges the role of numerous stakeholders in the creation of its Intellectual Property (IP), namely the government, public, researchers, faculty, staff, research students, postgraduate and graduate students, sponsors, incubators and the national IP offices. Being a public educational institute, interests of the various stakeholders have been attempted to be taken care of.

The features of this IP Policy aim to meet such needs and enable NIT MZ to achieve its vision. NIT MZ's IP policy is designed to identify, protect and leverage the bouquet of IPs that is generated from research – patents, copyrights, design rights and trademarks amongst others, that serve the purpose of knowledge diffusion and commercialisation. NIT MZ recognizes the importance of innovations and assists in translating them into products, processes and services for both commercial benefits and achieve the widest public good.

PART 2: NIT MZ Intellectual Property (IP) Policy

This policy is applicable to all the NIT MZ Personnel. The NIT MZ Personnel comprises of students, faculty, staff, researchers and others related. NIT MZ personnel are entitled to decide that the results of any research undertaken by them in the course of their employment / engagement with the Institute shall be disseminated through publications or disclosed as they wish in accordance with normal academic practice.

However, the concerned parties should be aware of the various Intellectual Properties that get created in the course of their research and teaching that has potential for increased productiveness or break through development/inventions and creative activities as a means of effective communication and dissemination. Under situations where a particular invention / development come under both the sub policies, the IP Inventions Policy will supersede. The Institute's ability to grant waivers to the creators from non-application of the IP policy is delegated to the of IPR Cell Core Committee the Institute.

I. <u>Purpose</u>

The purpose of the IPR policy of NIT Mizoram is to:

- A. Provide a conducive environment leading to the development of Intellectual Property.
- B. Facilitate, encourage, promote and safeguard scientific inquiry, research pursuits and the academic freedom of its relevant stake holders.
- C. Provide a clear understanding of the rights and responsibilities of the faculty, staff, and students so as to protect the interests of the Institute and its members.
- D. Establish an IPR management policy and procedural guidelines for converting the knowledge generated in the Institute to wealth through IP commercialization.
- E. Enabling the Institute to secure sponsored research funding at all levels of research.
- F. Empowering the Institute to make beneficial use of such developed IP for the maximum possible benefit of the creators, the Institute, the Nation, North-East region and Mizoram at large.

II. Objective

A. To protect the intellectual property generated in the NIT Mizoram from the scientific tasks and offer a scope for wealth generation.

- B. To urge all faculty, staff and students to document their intellectual property and related tights, so that it could be protected and applied to the gain of the country, the NIT Mizoram and the concerned inventors.
- C. To provide a single window operational system for all IPR related issues at NIT Mizoram.
- D. To provide legal support, wherever necessary, to defend and protect the intellectual property rights obtained by the NIT Mizoram against any infringement / unauthorized use.
- E. To create an environment for acquiring new knowledge through innovation and research, compatible with the educational vision and mission of the NIT Mizoram.

The IP policy has to be accepted by all NIT Mizoram Personnel. NIT Mizoram owns all the Intellectual Property (IP) that is produced by all NIT Mizoram personnel. NIT Mizoram reserves the right to apply for IP protection in India / throughout the world / specific countries for suitable protection of the IP generated.

PART 3: NIT MZ Intellectual Property (IP) related Definitions

- a) **Patent** is the exclusive right granted for a particular invention, which may be a product or a process for providing a new way of execution or bringing a new technical solution to a problem.
- b) **Copyright** is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings.
- c) **Trade/Service mark** means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include the shape of goods, their packaging and combination of colours.
- d) **Industrial Design** means only the features of shape, configuration, pattern, ornament or composition of lines or colours applied to any article whether in two-dimensional or three-dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separated or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.
- e) **Software programs** refer to the codes developed by the institute researchers, students and faculty that are not usable by a second party without permission.
- f) **Business models** are the models for business strategy developed by institute personnel that are not usable by others without permission.
- g) First Party National Institute of Technology Mizoram (NIT MZ).
- h) Second Party- Stakeholders of NIT Mizoram involved in IP-related activities.
- i) **Third Party** Organization with whom the First or the Second Party interacts for any activity by exchanging cash or kind.
- j) **Activity** includes practices related to teaching, research, consultancy, generation and dissemination of information carried out by a person or an Institution independently, or collaboratively.
- k) **Inventor(s)** A responsible person or a group of persons dealing with the creation of an IP. In case, creation of IP is associated with more than one inventor, one of them, from NIT MZ, would function as a Lead Inventor.

- l) **Visitor** is a person visiting under a collaborative activity or associated work at NIT MZ. It is expected that the visit has been approved by competent authority of NIT MZ.
- m) **Associated Agreement** is a document which is created with mutual consent of involved parties defining the rights, roles and responsibilities of each of the parties, such as, Memorandum of Understanding (MoU), Memorandum of Association (MoA), Research Agreement, Consultancy Agreement, Non-Disclosure Agreement (NDA), etc.
- n) **Non-Disclosure Agreement (NDA)** is an agreement intends to protect proprietary or confidential information among the parties involved in executing a NDA.
- o) **Invention** includes but is not limited to any new and useful design, process, formula or machine conceived or first reduced to practice in whole or in part, defined within the purview of the Patent Act. The inventions result in but not limited to Patent, copyright works, software, designs, PCB and circuit layouts. Inventor(s) are person(s) who produce an invention.
- p) **Design Registration** is registration of the novel non-functional features such as shape, or ornamentation of a product.
- q) **IPR Cell Core Committee** is a committee formed by NIT MZ management and is the sole authorized body to handle all IPR related issues and conflicts.
- r) **Licensing** is the practice of renting the Intellectual Property to a third party.
- s) **Patentee** means the person for the time being entered on the Register of Patents kept under the Indian Patents Act 1970 as the generator or proprietor of the patent.
- t) **Revenue** is any payment received as per an agreement by the institute usually for the legal use of IP through a license.
- u) Conflict of Interest or a 'Potential Conflict of Interest' exists when an inventor/author is or may be in a position to use either creative work or influence for unmerited personal or family gain.

PART 4: NIT MZ Inventions Intellectual Property (IP) Policy

The inventions intellectual properties have been broadly classified and illustrated as follows:

A. Applicability and Requirements

This policy is applicable to all NIT MZ personnel as defined in the overall IP policy and their range of activities such as, but not limited to, teaching, research, and modules, continuing education programme, consultancy, sponsored work, collaborative research (internal and external) and the range of inventions includes patentable subject matter, trade mark / service mark, geographical indicators, design registrations, integrated circuits layout, plant varieties, materials transfer and other related necessary Confidential Information. Evaluation of academic work associated with IP creation will be subject to Institute norms as applicable from time to time. The applicability of the IP policy will be covered through appropriate forms to be filled by the Institute personnel.

B. Relevant inventions and Ownership

Under this policy, title to such inventions including software where applicable, designs and integrated circuit layouts and patentable subject matter that are created in NIT MZ with the use of NIT MZ resources are assigned to and owned by NIT MZ, regardless of the source of funding, if any. All inventors/creators are required to ensure that an "inventors" agreement" is filled at the time of submission of an invention disclosure to NIT MZ. This agreement would among other aspects, include ratio of sharing any revenue received from commercialisation of the said technology amongst the NIT MZ inventors / creators. Absence of such an agreement will be considered as equal sharing amongst the NIT MZ inventors / creators.

C. Ownership exemption

The possibility of exemption to ownership is given in the following cases and NIT MZ reserves the right to revise these exemptions on a case-to-case basis.

- 1. If the inventor/creator is not related to NIT MZ.
- 2. If NIT MZ is not interested in taking forward the disclosed invention/creation towards IP protection or through a prior specific agreement. In case of NIT MZ not protecting an IP, the inventor(s) / creator(s) are provided with the permission to protect the same in countries of their choice.

D. 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 made in contracts governing the collaborative activities are to be referred along with this policy. Cases where confidential data and results are to be used by the Institute for its academic and research work, exclusive access to the relevant project members have to be provided. Relevant faculty, students and researchers who would contribute in such projects are to be duly notified of potential delay in approval for publication, academic and research related activities before accepting such project proposals. Based on such agreements as signed by NIT MZ, the following scenarios are envisaged:

- 1. NIT MZ is the sole owner of the IP generated from the funding provided.
- 2. The IP generated is owned jointly with the collaborative partner having the first rights of refusal towards commercialisation.
- 3. In the case of a collaborative/multiple consortium-based IP generation, the IP terms of such agreement are to be considered along with the policy. In the absence of any specific IP agreement in such cases, NIT MZ follows its IP policy.
- 4. NIT MZ can assign the IP generated, to the funding agency based on the nature of the technology, funding and specific applications. Under all circumstances, NIT MZ always reserves the right to use the IP generated for its academic and research purposes.

E. Design Rights

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

F. Trade Mark(s) / Service Mark(s)

The logo of NIT MZ would be the trademark of the Institute. It is to be noted that the logo of NIT MZ cannot be used on any of the private communication of any of the NIT MZ personnel. Official activities that are part of the officially recognised bodies of NIT MZ, web pages hosted on the NIT MZ domain, project websites and reports in which NIT MZ is a project member, student thesis are allowed by default to have the NIT MZ logo.

The usage of the NIT MZ logo, NIT MZ name in full or partial for all other activities has to get the due approval of NIT MZ.

G. Material Transfer Agreements (MTAs)

This agreement is of relevance to activity which requires a physical material access for research. NIT MZ follows a material transfer agreement aligned with its academic

and research needs. The MTA is used for both NIT MZ to provide a material (typically biological) to any other external party and also to request any material from external agency. Such agreements are to be finalised in consultation with IPR Cell Core Committee, NIT MZ for all materials transferred to and from external agencies.



PART 5: NIT MZ Expression Intellectual Property (IP) Policy

The expression of intellectual properties has been broadly classified and illustrated as follows:

A. Applicability and Requirements

This policy applies to all NIT stakeholders and their range of activities during their engagement with NIT MZ such as, but not limited to, teaching, research, continuing education, consultancy, sponsored work, collaborative activity (internal and external), Institute-designated or sponsored work (academic, cultural) and the range of creations includes copyrightable works and related necessary confidential information. This sub-policy is limited to the "literal" component of any deliverable and patentable / "inventions"- related content will be under the purview of the IP inventions policy. As an example, the thesis under the copyright policy of NIT Mizoram refers only to the literary work of the thesis. Evaluation of academic work associated with IP creation will be subject to Institute norms as applicable from time to time.

B. Relevant creations and ownership

Title to such creations including literary works, software, music, cinematography, sound and other rights covered under the Copyright Act of India, 1956 and amendments thereof, where applicable, that are created in NIT MZ with the use of significant NIT MZ resources under this policy are assigned to and owned by NIT MZ. NIT MZ is the owner to 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 creators are required to ensure that the "inventors" agreement" is filled at the time of submission to NIT MZ. This agreement would among other aspects, include ratio of sharing of any revenue received from commercialisation of the said creation. The absence of such an agreement will be considered as equal sharing amongst the creators.

C. Ownership exemptions

Exemption to ownership is given in the following cases and NIT MZ reserves the right to revise these exemptions on a case to case basis. Copyright being present by default on any material being created, the policy provides the following ownership exemptions to the various creations that occur as part of NIT MZ personnel's activities. The copyright ownership is treated separately for the various creations identified.

Teaching / Course material

1. NIT MZ acknowledges that the author is the owner of teaching materials created for teaching purposes during author's engagement with / stay at NIT MZ.

- 2. As most of the course content is created cumulatively and in order to enable a wider usage and distribution of the teaching materials created, NIT MZ by default gets a license to the copyright and all other rights of the content created by the creator for fair dealing under academic and research context.
- 3. NIT MZ is not liable for any of the copyright violations by its personnel for the content created. The author is expected to carry out due diligence in the course of content creation.

Thesis

- 1. The student is the original creator of the thesis, fine-tuned with relevant contribution of the supervisor(s) and the copyright authorship rests with the student creator.
- 2. The ownership is jointly held by the student creator and the supervisor(s) concerned. The supervisor(s) can waive off their joint ownership if desired. Relevant forms will be made available for such waivers.
- 3. The supervisor(s) is required to sign off at the time of the thesis submission, indicating the commercial / potential commercial / no commercial value of the work concerned.
- 4. NIT MZ reserves the right to identify potential IP generated through the submitted thesis and protect such identified IP before displaying the thesis in public domain. NIT MZ gets a non-exclusive, non-commercial license for the display and use of the thesis for academic and research purposes.
- 5. In the case of a thesis resulting from external funding, the joint ownership of the thesis extends to the external supervisor(s). Pending any specific agreement, the IP and Copyright policy of NIT MZ will be applicable by default in such cases.
- 6. Both the student and the faculty supervisor(s), where applicable, have the right to first refusal for any further adaptations and other derivative work that is intended to be done by either of the parties. They are given three month's time from the day the official request submitted, to exercise their right to refusal. The official request should include at the minimum the adaptations identified.
- 7. Failure to respond within the time duration of three months will be deemed to be an acceptance of the proposal presented. Either party can approach NIT MZ towards the resolution. The Director of NIT MZ authorises the formation of a panel for a resolution process.

- 8. Irrespective of any agreement, NIT MZ reserves the right to use the thesis for educational and research requirements. NIT MZ may not prefer the use of NDA for its thesis evaluation.
- 9. NIT MZ gets an automatic right to display the thesis in soft and hard forms.

Books, articles and related literary works

NIT MZ encourages its personnel to spread knowledge and books, technical articles etc. are ways in which this vision can be achieved. In this respect, NIT MZ does not claim ownership of copyright on books authored by NIT MZ 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 the NIT MZ logo on any personal publications by the faculty/staff/student is prohibited. In cases of Institute-designated works and other works like the content development programme, the ownership rests with NIT MZ.



PART 6: NIT MZ Application and Renewal Policy

The application and Renewal Policy have been broadly classified and illustrated as follows:

A - Disclosure, Assessment and Protection

For all invention(s) produced at NIT MZ, the inventor(s) are required to disclose the creative work to the IRCC at the earliest date using an Invention Disclosure form (IDF) of the Institute. Disclosure is a critical part of the IP protection process and it formally documents claim of inventorship, the date of the invention and other details of the invention. The inventor(s) shall assign the rights of the disclosed invention to NIT MZ.

For sponsored and/or collaborative activity, the provisions of the contract pertaining to disclosure of creative work are applicable.

All NIT MZ personnel and non-NIT MZ personnel associated with any activity of NIT MZ shall treat all IP-related information that has been disclosed to the IRCC and / or whose rights are assigned to NIT MZ, or whose rights rest with NIT MZ personnel, as confidential. Such confidentiality shall be maintained till the date as demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public. In order to expedite and complete the procedural and legal formalities of IP protection, all inventors / creators of NIT MZ are required to sign such identified documents and provide assistance to empower and enable NIT MZ to complete these statutory requirements within stipulated time.

B - Assessment of Inventions / Innovations for protection

The Institute shall assess the patentability of the invention and make one of the following recommendations:

- 1. NIT MZ shall take the responsibility of protection of the IP, in which case, NIT MZ will initiate appropriate processes.
- 2. In the event of NIT MZ not taking up the responsibility of protection of the IP, the inventor / creator(s) may then choose to protect the IP on their own. However, the ownership rights shall remain with NIT MZ. In such cases, the cost and revenue sharing will be governed by a separate agreement between NIT MZ and the inventor / creator(s).
- 3. Filings of IP Applications in foreign countries: Within a reasonable period of filing the complete IP application in India, NIT MZ shall, based on available information decide on the suitability of protection of the invention in foreign countries.

4. If NIT MZ opts not to undertake such protection in any specific country requested by the inventor(s), the creator(s) may then choose to protect the creative work on their own. However, the ownership rights shall remain with NIT MZ. In such cases, the cost and revenue sharing will be governed by a separate agreement between NIT MZ and the inventor / creator(s).

Renewal of IP Rights: A decision on the annual renewal of IP rights will be taken by the Institute. If NIT MZ decides not to renew the IPR in any country, then it may assign the rights of the IP in that country to the creator(s) based on a request to that effect from the creator(s) and an internal review. In all cases where IP rights in any specific country have been reassigned to the inventor(s), NIT MZ shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by NIT MZ.



PART 7: NIT MZ Commercialisation and Resolution Policy

The Commercialisation and Resolution Policy have been broadly classified and illustrated as follows:

A. Technology Transfer

The Intellectual Property of the Institute held either in the name of NIT MZ or jointly with other Institutions/Industry will be marketed for commercial exploitation under agreements involving technology transfer, licensing and its Inventor(s). The Inventor(s) may seek NIT MZ to assign the rights to them after a certain holding period.

B. Revenue Sharing

The revenue arising out of licensing and commercialization of IP and royalty would be shared between the inventor(s) and the Institute in the appropriate ratio as follows:

NIT MZ share: 60%

Inventor(s) share: 40 %

- I. Further, whenever applicable, NIT MZ reassigns the rights of the IP to its creator(s) for any country, the cost and revenue sharing will be governed by a separate agreement between NIT MZ and the inventor/creator (s).
- II. The inventors may at any time by mutual consent revise the distribution of IP earnings agreement. In that case, IP protection costs will be part of the license revenue-sharing agreement between NIT MZ and the inventor(s).

C. Policy for IP Licensing and Assignment

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 which includes the following:

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<u>Exclusive licensing</u>: 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.

<u>Sole licensing:</u> In this type of licensing, the licensor issues license to only one licensee. However, this will enable the licensor to use and exploit the IP also.

<u>Non-exclusive licensing:</u> In this type of licensing, the licensor is permitted to sign agreements with more than one entity for usage. In other words, the same IP may be used by many licensees at the same time for the same/different purposes.

<u>Sub-licensing</u>: Sublicensing is applicable when a licensee wishes to further license the IP to another party. With the creation of a diversified IP at NIT MZ,

each license agreement has certain difference in the technology being exported/ transferred. The following guidelines are applicable to license agreement with a Third party:

- i) Generally, no entity shall be issued exclusive right for the development/commercialization of intellectual property owned by NIT MZ.
- ii) A time limit for usage of IP owned by NIT MZ will be implemented to obviate the possibility of misuse.
- iii) The license agreement should state clearly whether permission for Sublicensing is permitted or not, and, whether the consent of the licensor is required or not in this matter.
- iv) NIT MZ and its inventors should be protected from all liabilities arising from development and commercialization of a particular IP.
- v) Right to publish and incorporation of necessary material in the student's thesis should not be restricted by the licensing process.
- vi) Third party will not place restriction(s) beyond the inventor(s) on NIT MZ from entering into research and development in the same area independently or collaboration with other organization(s). The license agreement may contain such other provisions as may be determined by NIT MZ in the best interest of the society.

D. Infringements, Damages, Liability And Indemnity

- i) As a matter of policy, NIT MZ shall, in any contract between the licensee and NIT MZ, seek
 - indemnity from any legal proceedings including this, but not limited to manufacturing defects, production problems, design guarantee, upgradation and debugging obligation.
- ii) NIT MZ shall also ensure that NIT MZ personnel have an indemnity clause built into the
 - agreements with licensee(s) while transferring technology or copyrighted material to licensees.
- iii) NIT MZ shall retain the right to engage in or desist from or not in any litigation concerning patent and license infringements.

E. Conflict of Interest

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest revenue sharing models. If the inventor(s) and/or their immediate family have a stake in a licensee-company, then they are required to disclose the stake they and /or their immediate family have in the company, and license or an assignment of rights for a patent to the licensee/company in such circumstances, shall be subject to the approval of the IPR Cell Core Committee.

F. Dispute Resolution

The inventor(s) may appeal to the Director NIT MZ on the occurrence of any disputes between NIT MZ and the inventors regarding the implementation of the IPR policy. To address the concerns of the inventor(s), an arbitration mechanism and arrangement will be developed. The Director's decision in this regard would be final and binding on both institute and inventor.

G. Jurisdiction

As a matter of policy, all the agreements to be signed by NIT MZ must have the jurisdiction of the court in Aizawl, Mizoram and shall be governed the appropriate laws in India.

PART 8: NIT MZ IPR Standing Committee and its Role

The IPR Cell Core Committee will be the leading administrative body, which will be responsible for formulating the procedures and to implement the IPR policy of NIT MZ. The IPR Cell Core Committee would also clarify any issues/appeals related to IPR policy. The members of IPR Standing Committee include:

Dean (R&C) Chairperson (Ex officio)

Nodal Officer/Coordinator, IPR cell Secretary (Ex officio)

Faculty from NITMZ Member

Faculty from NITMZ Member

IPR Attorney Special invitee nominated

The function of the IPR Cell Core Committee would be the following:

- a) To form expert groups with members from different backgrounds to assess the proposals for filing IP.
- b) To create and finalize procedures and guidelines for the effective implementation of the IPR policy at NIT MZ.
- c) To provide record of the filled IPs and to track the various IPs filed so as to ensure a speedy and hassle free IP process.
- d) To facilitate IP protection by drafting agreements.
- e) Providing guidelines for IPR related documentation including creating infrastructure for the same.
- f) Conducting IP awareness programs for educating faculty / students/ supporting staff / project staff / visitors.
- g) To approach external funding agencies for generating funds to promote the IPR activities.
- h) To collaborate with organizations for filing, licensing / assigning of IPR to generate revenue through commercialization.
- i) Release of IPR to Inventor(s) and/or Third party(ies) without violating the IPR policy of NIT MZ.

- j) Solving disputes regarding ownership of IP, violating the IPR policy, processing of IP proposals, procedures adopted for implementation of IPR policy.
- k) To take over the issues related to the violation of IPR policy of the Institute and to report the same to the Director for necessary action.
- l) To encourage and implement the IPR policy in a proactive manner for the shared benefits of both the inventor and institute.
- m) IPR Cell Core Committee may seek the opinion of expert group(s) formed with members from within and/or outside NIT MZ.

In achieving the purposes and objectives of this policy, IPR Cell Core Committee may solicit feedback regarding the fulfilment of the IP policy and periodically reviews the Policy to improve upon any shortcomings, strengthens the infrastructure and resources for protection and exploitation of IP and makes available expert inputs.



PART 9: NIT MZ IPR Generation and Awareness

The various Research and Development activities performed in NIT Mizoram can generate different types of IPs which are illustrated as follows:

- a) Research done by a faculty/staff/student/visitor in the normal course of his/her engagement at NIT MZ with funds coming from NIT MZ (this would include research projects undertaken by students under the supervision of the faculty member);
- b) Research done through the sponsored projects by a faculty/staff/student;
- c) Collaborative projects and researches performed with other institutions including government departments and agencies, PSUs and Private companies located in India;
- d) Collaborative research with foreign institutes/universities and companies; and
- e) Any combination(s) of the above

Further, to achieve the purposes and objectives of the NIT MZ IPR policy, IPR Cell Core Committee creates awareness about the importance and role of IP Rights, implements the IP policy, ensures transparency and fairness of implementation processes. For conducting such awareness and IP generation, regular IPR awareness sessions/ workshops/ webinars will be conducted by the IPR Cell core committee on regular basis.

<u>PART 10: NIT MZ IPR for welfare and development of Mizoram and</u> North-East

NIT Mizoram provides guidance, support and resources to all such inventions which are solving Mizoram and north-east related problems irrespective of the inventor linkage with the NIT Mizoram. NIT Mizoram facilitates protection and deployment of intellectual property to such inventions for welfare and development of Mizoram and North-East.

Issues of ownership, confidentiality, disclosure, patentability, technology transfer, revenue sharing, and conflict of interest for such inventions will be handled separately by the IPR cell core committee.

The IPR cell core committee also provides templates and guidelines for the contracts, agreements and MOUs governing the effective exploitation of the invention produced by NIT MZ personnel specifically for welfare and development of Mizoram and North-East. All such agreements and matters relating to confidentiality, infringements, damages, liabilities and compliance are administered by IPR cell core committee.

