



# Intellectual Property Rights Policy

School of Planning and Architecture, New Delhi

Approved by the Board of Governors  
at its Ninth meeting held on 14.09.2020

**School of Planning  
and Architecture**  
New Delhi

An Institution of National Importance  
under an Act of Parliament  
(Ministry of Education, Govt. of India)

**योजना तथा  
वास्तुकला विद्यालय**  
नई दिल्ली

संसद के अधिनियम के तहत  
राष्ट्रीय महत्व का संस्थान  
(शिक्षा मंत्रालय, भारत सरकार)





## PREFACE

In this year 2021, the School has completed 80 years of its existence, providing training in architecture, planning and design and has emerged as a leading center of learning, research and innovation.

In order to make the School more globally competitive and distinguished, particularly in light of the immense potential in the present day knowledge based economy with thrust on “Make in India”, the School has prepared this Intellectual Property Rights Policy.

The objective of this Policy is to encourage creativity in the built environment and protect the legitimate interests of the Faculty and students of the School. This Policy can also help in building a transparent administrative system for creation, assignment, ownership and control of intellectual property.

It is hoped that this policy document will open the doors for greater innovation and new avenues of growth and development for this unique institution.

**Date: 1st July 2021**

**Place: New Delhi**

Sd/-

**Prof. Dr. P.S.N. Rao**

**DIRECTOR**



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# 1. Introduction

## 1.1 Preamble

The School of Planning and Architecture, New Delhi is an Institution of National Importance providing training in Architecture, Planning and Design. In its 75 years, the School has retained its position of prominence in the country, producing eminent professionals and contributing to the growth of these professions. In compliance of its vision, to become a distinguished centre of research, innovation, learning, capacity building and scholarly inquiry and to be globally competitive, SPA New Delhi needs to cultivate its multi-disciplinary knowledge assets to benefit the nation and its citizens at large.

This Intellectual Property (IP) Policy of SPA New Delhi aims to nurture, recognise and realise the immense potential held by the academic, research and collaborative activities of SPA New Delhi personnel; students, faculty and others. In today's knowledge based economy, with a thrust on 'Make in India', 'Creative India: Innovative India' among others, there is a pressing need to foster the creative knowledge pool that thrives in an Institute of this nature. Innovation, advancement of technology, application of traditional knowledge and its growth will be drivers for India's development in the future and the School can make a significant contribution through its expertise in areas of human habitat, built environment, design, planning and its related disciplines by consolidating its knowledge base, identifying potential innovation and moving towards implementation and commercialisation. This IP Policy aims to be the

mainstay to the holistic and conducive environment the School shall provide to facilitate intellectual advancement.

## **1.2 Purpose and Objectives**

- a. To foster, stimulate and encourage creative activities in the widest sense in the field of human habitat, built environment, design, planning and its related disciplines.
- b. To protect the legitimate interests of faculty, staff, scholars and students of School of Planning and Architecture, New Delhi and to avoid as far as possible conflict of opposing interests.
- c. To lay down a transparent administrative system for the creation, assignment of ownership and control of intellectual properties of School of Planning and Architecture, New Delhi.
- d. To lay out a system of sharing of revenues generated by intellectual properties of School of Planning and Architecture, New Delhi.

## **1.3 Intellectual Property: Types and Definitions**

*(as per Indian Patent Act, 1970)*

The intellectual properties can be broadly classified as:

- a. Patents
- b. Copyrights
- c. Trade/Service marks
- d. Industrial designs
- e. IC layout designs
- f. New plant variety and Biotechnology inventions
- g. Traditional knowledge
- h. Geographical Indications.
- i. Trade Secret



These intellectual properties, as stated under various IP Acts of the Government of India can be defined as follows:

- a. **Patent** - is an exclusive right granted by law, for a limited period of time, for an invention, which is a new product or process involving an inventive step, and capable of industrial application.
- b. **Copyright** - is an exclusive right given to the author of original literary, architectural, software, dramatic, musical and artistic works, cinematography films and sound recordings, for a certain period of time to reproduce, print, publish and sell copies of his or her creative work.
- c. **Trade Mark/ Service Mark** - is a distinctive word, symbol or picture or a combination of these, which is used by a business entity to distinguish its products and services from those of other business entities.
- d. **Industrial Design** - refers only to the features of shape, configuration, pattern, ornamentation, composition of colour or line or a combination thereof, applied to any article, whether two or three dimensional or in both forms by any industrial process or means, manual or mechanical, 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. **IC Layout Designs** - means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.
- f. **New Plant Variety** - a plant variety that is novel, distinct and shows uniform and stable characteristics to protect the rights of farmers and plant breeders and to encourage the development of new varieties of plants.

- g. **Traditional Knowledge** - The knowledge developed by the indigenous or local communities for the use of a natural resource with respect to agriculture, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.
- h. **Geographical Indications** - means an indication which identify such goods as agricultural goods, natural goods as originating or manufactured in the territory of a country where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin and/or manufacturing or production processes.
- i. **Trade Secret** - is some information such as know-how of commercial or strategic value that is not disclosed to all and is used in a restricted manner.

## 1.4 Other Definitions

- a. **Author(s)** means faculty/ students/ staff/ contract faculty or visiting faculty who has/ have written or created a creative work.
- b. **Director** means the Director, School of Planning and Architecture, New Delhi.
- c. **Confidential Information** is information not in the public domain and declared confidential by parties as such in a MOU/ Agreement that has been signed by the parties.
- d. **Creator(s)** means faculty/ students/ staff/ contract faculty or visiting faculty who has/ have written or created a creative work.
- e. **Intellectual Contribution** means original technical or artistic contributions.

- f. **IP/ Intellectual Property** includes but is not limited to patented and patentable inventions, copyrights and copyright-able materials, tangible research results, trademarks, service marks and trade secrets.
- g. **IPEC** is the Intellectual Property Evaluation Committee as per clause 3.1 of this document.
- h. **IPDF** is the Intellectual Property Disclosure Form attached as Annexure A to this document/ available online.
- i. **Inventor(s)** A person or a group of persons responsible for creating an original work that leads to a patentable invention.
- j. **Invention** includes but is not limited to a new product or process involving an inventive step and capable of industrial application, defined within the purview of the Patent Act, 1970.
- k. **Licensing** is the practice of renting the intellectual property to a third party.
- l. **Net Earnings** means earnings resulting from the licensing or commercialisation of the IP after deducting the outstanding actual expenses incurred in obtaining and commercialisation of the IP.
- m. **Registrar** means the Registrar, School of Planning and Architecture, New Delhi
- n. **Royalty** is the payment made to an inventor/ author or an institution usually for legal use of a patented invention or any Intellectual Property when licensed.
- o. **The School** means School of Planning and Architecture, New Delhi, an 'Institution of National Importance' under an Act of Parliament.

- p. **SPA New Delhi** is School of Planning and Architecture, New Delhi, an 'Institution of National Importance' under an Act of Parliament.
- q. **Significant use of SPA, New Delhi Resources** is any usage of SPA New Delhi's resources in the creation of the IP in excess of the routine use of office facilities, computers, library resources, human resources and resources available to the general public.
- r. **Software** means anything executable in a computer.
- s. **Teaching material** means any material that aids the process of teaching.



## **2. Intellectual Property and its Ownership**

### **2.1 Patents and Industrial Design**

#### **a. SPA New Delhi will wholly and exclusively own the IP Rights if:**

- i. It has been created by faculty, students, staff, project staff, visitors and others, such as trainees from other institutes, participating in SPA New Delhi programs or using SPA New Delhi funds or facilities.
- ii. It has been created with the significant use of funds or facilities administered by SPA New Delhi.
- iii. It was created either as a part of the normal professional duty or contract duty, or commissioned by SPA New Delhi or likewise.
- iv. It was created in the course of or pursuant to a sponsored/ consultancy research agreement with SPA New Delhi. In such cases, specific provisions related to IP made in contracts/ MoUs/ agreements governing such activity will determine the ownership of IP.
- v. The intellectual property was created as a part of academic research and training leading towards a degree or otherwise.
- vi. It is a process/ product developed over a period of time with contributions from individuals associated with SPA New

Delhi in the capacity of faculty/ student/ work for hire/ under employment contract and others.

The creators of School-owned intellectual property shall retain their right to be identified as such unless they specifically waive off this right in writing.

**b. SPA New Delhi will jointly own the IP Rights with a Third Party if:**

- i. Funds are provided partially or fully by a third-party to SPA New Delhi and be governed by specific provisions in the contract between the third-party and SPA New Delhi.
- ii. Exchange programs between SPA New Delhi and other institutions/ collaborative activity are governed by specific provisions in the contracts/ MoUs/ agreements between the third-party and SPA New Delhi.

In case no such specific contract exists as specified in above mentioned in i. and ii. then the IPR will remain with the School.

**c. The inventor(s) can own the IP Rights if:**

None of the situations mentioned in 2.1.a and 2.1.b apply and the inventor would have carried out these activities outside the working hours of SPA New Delhi and without significant use of SPA New Delhi resources.

The above mentioned conditions, viz. 2.1.a, 2.1.b, 2.1.c are also applicable for IC Layout Designs, New Plant Variety, Copyright on Software and Biotechnology Inventions.

## 2.2 Copyrights

### a. SPA New Delhi's ownership of Copyright:

All copyrights, when it is created as a part of any of the academic programs of SPA New Delhi or created pursuant to a written agreement with SPA New Delhi, providing for transfer of copyright or ownership to SPA New Delhi. More specifically:

- i. SPA New Delhi will be the owner of all teaching materials created by SPA New Delhi and non-SPA, New Delhi personnel from external agencies, institutions and industry under the continuing education and distance education programs of SPA New Delhi. However, the authors will have the right to use the material for their teaching and research activities in his/her professional capacity.
- ii. SPA New Delhi will have copyright only for books, reports and PhD thesis that have been created using funds specifically and fully provided for this purpose by SPA, New Delhi. In any other circumstance, SPA New Delhi will not claim ownership of copyright on books, articles, research papers along with drawings, sketches, renderings and any other visual representations authored/ created by SPA New Delhi personnel.

The creators of School-owned copyright shall retain their right to be identified as such unless they specifically waive off this right in writing.

### b. The Author(s) ownership of Copyright:

- i. Student(s) and his/her supervisor(s) shall jointly own copyright on studio project/ thesis/ art thesis/ dissertation/ seminar/ term paper/ prototype design created as a part of their academic programmes. However, the authors shall grant to SPA, New Delhi a 'no-objection' to reproduce and distribute

hard and soft copies for teaching and research as well as for dissemination for teaching and research to other academic institutions.

- ii. For work created outside their assigned/ normal area of research/ teaching; for example popular novels, poems, musical compositions, sketches, renderings, paintings, murals, sculptures, installations, prototypes or other works of artistic imagination, without the use of significant resources of the School.
- iii. Ownership of Copyright of books, article, research papers, drawings, sketches, renderings and any other visual representations authored/ created by the School personnel will lie with the author(s)/ creator(s) only, and not the School.
- iv. For work that is produced during the course of sponsored and/ or collaborative activity, the agreement regarding IP, made in contracts governing such activity, shall determine the ownership of IP.

## **2.3 Trade/ Service Marks**

SPA New Delhi shall be the owner of Trade/ Service Marks related to goods and services created for the School.

## **2.4 Other Clauses of IP Ownership**

- a. In cases of all IP produced at SPA New Delhi, the institution shall retain a non-exclusive, free, irrevocable license to copy/use IP for teaching, research, consultancy and outreach activities, consistent with confidentiality agreements where ever entered by SPA New Delhi.
- b. In cases where an IP is created by an SPA New Delhi personnel,



fully or as a part of the team, during deputation, official leave, or sabbatical, the concerned SPA New Delhi personnel should officially communicate the Intellectual Property to SPA New Delhi. If the IP involves inventions/ ideas/ software developed, fully or in part, using significant School resources, then the IP will also be owned by SPA New Delhi fully or partially, as the case may be.

- c. The inventor(s)/creator(s) may have the option to pursue not filing for IP protection in works related to social/open innovation among others. However, they are required to put forward the case to the IPEC and obtain clearance for the same.
- d. Fair use/ dealing of copyright may be allowed for research, study, teaching, criticism and other academic pursuits to promote progression of knowledge and ideas.



## **3. Administration and Management of IPR**

### **3.1 IPEC and its Constitution**

The IPEC (Intellectual Property Evaluation Committee) will be the main administrative body evaluating IP and facilitating the implementation of the IP Policy of the School. The committee shall constitute of five core members:

- a. Chairperson, Senior Professor nominated by Director
- b. Faculty/ Expert Member 1, nominated by Director
- c. Faculty/ Expert Member 2, nominated by Director
- d. Legal Expert
- e. Registrar, Member Secretary (Ex-officio)

The IPEC nominees will serve a term of three years. An additional member may be appointed on a case to case basis by the Chairperson, IPEC as special invitee, if required.

Chairperson of IPEC will be responsible for implementation of all decisions and recommendations made by the IPEC.

### **3.2 Disclosure and Confidentiality**

- a. For sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of IP are applied.

- b. For all other IP produced at SPA New Delhi, the inventors will be required to disclose their invention/creation to the IPEC at the earliest date using an IPDF (Intellectual Property Disclosure Form).
- c. It will be mandatory for students to submit an IPDF, countersigned by their supervisor(s), at the time of filing their:
  - i. Undergraduate thesis
  - ii. Art thesis/ Dissertation
  - iii. Post graduate thesis
  - iv. Doctoral thesis
- d. Or any other end semester projects/designs/products as notified by the Senate of the School from time to time.
- e. The inventor shall assign the rights of the disclosed IP to SPA New Delhi before leaving the School and will agree to the terms and conditions for the sharing of financial benefits received by the School by commercialization of such IP.
- f. Having made the disclosure, the inventors, both SPA New Delhi and non- SPA New Delhi personnel, shall maintain confidentiality of the IP during the period it is pending with SPA New Delhi for the assessment of the possibility of commercialization and protection of IP, unless authorized in writing by SPA New Delhi.

### **3.3 Evaluation**

- a. Evaluation of Intellectual Property will be done by the IPEC
- b. Evaluation of IP shall include:
  - i. Establishing and assigning ownership of IP.
  - ii. Determining whether an IP is innovative and fit for filing in India and foreign countries.

- iii. Determining whether the IP has a reasonable chance for commercialization.
- c. The IPEC will submit its evaluation not later than 45 days of filling the request of evaluation to IPEC.
- d. After evaluation of IP, if SPA New Delhi decides not to take the responsibility for the protection of the IP, then it will assign all the rights of the IP to the inventors. In such cases, SPA New Delhi may take the responsibility of facilitating protection of the IP on case by case basis.
- e. A decision on the annual renewal of IP rights will be taken by the IPEC. If SPA New Delhi decides not to renew the IP, fully or partially, then it will assign the rights of the IP, wherever relevant, to the inventors.

### **3.4 Filing of IP**

In the event of the IP being found fit for protection by the IPEC, the School shall be responsible for appointing an IP attorney/ agent/ advisor/ consultant to enable filing of the IP. The Intellectual Property Cell shall undertake the task of facilitating and bearing the costs for prior art search, drafting of the IP document and filing of an Indian IP Application.

If the School/ Inventor(s)/ Author(s)/ Creator(s) decide to file an International IP then they shall bear all associated costs after undertaking permission from the Director.

### 3.5 Revenue Sharing

- a. The net earnings from the commercialization of IP owned by SPA, New Delhi would be shared as follows:

Sr. No.	Participant	As percentage
1	Inventor(s) share	65 %
2	SPA share	25 %
3	Service Account Share	10 %
4	TOTAL	100 %

- b. Service Account Share may be used for the promotion and up-gradation of the invention. Unused funds from the service account will be used for promotion or commercialization, IP protection and any other related activities.
- c. Co-creators 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 inventors may at any time by mutual consent revise the distribution of IP Earnings Agreement.



## **4. Commercialisation, Transfer and Use of IP**

### **4.1 Contracts and Agreements**

- a. All agreements related to IP, including, but not limited to the following categories, undertaken by any SPA New Delhi personnel and students need to be approved by the School:
  - i. Allegiance, Affirmation and Confidentiality Agreement
  - ii. Evaluation Agreement
  - iii. License Agreement
  - iv. Technology Transfer (Commercialization) Agreement
  - v. Alternative Dispute Resolution Agreement
  - vi. Classified Information Non-Disclosure (specific) Agreement
- b. The Chairperson, with specific approval of the Director, will be the authorized signatory in all categories of agreements listed above.

### **4.2 Commercialization**

- a. SPA New Delhi shall market the IP and identify potential licensee(s) for the IP to which:
  - i. It has ownership,
  - ii. For which rights have been assigned to it.

- b. For the IP where exclusive rights have not already been assigned to a third party, the creators may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care to ensure that the value of the IP is not affected.
- c. If SPA New Delhi is unable to commercialize the IP within 24 months of filing for IP Protection, then the inventor(s) may approach IPEC of SPA, New Delhi for assignment of rights to explore commercialisation of the invention(s) to them with all legal and financial consequences of the associated IP.

### **4.3 Infringements, Damages, Liability and Indemnity Insurance**

- a. As a matter of policy, SPA New Delhi shall, in any contract between the licensee and SPA New Delhi, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation.
- b. SPA New Delhi shall also ensure that SPA New Delhi personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.
- c. SPA New Delhi shall retain the right to engage or not in any litigation concerning patents and license infringements.

### **4.4 Conflict of Interest**

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company then they are required to

disclose the stake they and/or their immediate family have in the company. Under these circumstances, it must be ensured by the inventor(s) that their entrepreneurial activities do not have an adverse impact on inventor(s) teaching, research and any other institutional responsibilities.

## **4.5 Dispute Resolution**

In case of any disputes between SPA New Delhi and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Director of SPA, New Delhi. Efforts shall be made to address the concerns of the aggrieved party. The Director's decision in this regard would be final and binding.

## **4.6 Jurisdiction**

As a policy, all agreements to be signed by SPA New Delhi will have the jurisdiction of the courts in New Delhi and shall be governed by appropriate laws in India.





