



ACE Engineering College



CSE,ECE,CE,EEE,ME

An **AUTONOMUS** Institution

Ghatkesar, Medchal (Dist), Hyderabad, Telangana State – 501 301

(NBA Accredited B.Tech Courses Accredited NAAC with A Grade 3.20 CGPA)

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Profile of the Institute:

ACE Engineering College was established by Yadala Satyanarayana Memorial Educational Society with the fundamental objective of nurturing a group of nascent talent of young minds aspiring to make a career in engineering into a pool of valuable and employable engineers. In addition, they understand their responsibility to wilfully render services to society with dignity and accountability.

ACE Engineering College was established in 2007 in a sprawling campus spreading over 10 acres of land. Situated in serene locales in the suburbs of Hyderabad on the

Hyderabad –Warangal National Highway, ACE provides an excellent ambience conducive to the fruitful engagement of learners and faculty. Surrounding lush greenery-filled plains and adjoining urban forest department land add to the tranquillity that reminds one of ancient Indian gurukula. The college is well connected by road. It is just 20 Km from Uppal and about 28 Km from Secunderabad.

The College offers B.Tech Courses in CE, EEE, ME, CSE, CSE(CSM), CSE(DS), CSE(IoT), ECE&IT, out of which CE, EEE, ME, ECE and CSE Courses are NBA Accredited. The college has NAAC accreditation with ‘A’ grade. The college is conferred AUTONOMOUS status for a period of ten years with effect from AY 2020-21.

Prof. Y.V. Gopala Krishna Murthy, an Educationist, Engineer, Motivator, and the founder of ACE Engineering Academy is at the helm of academic affairs in the college. The Academy, a premier coaching centre for GATE, IES and Public Service selections conducted by several state governments for recruitment of engineering graduates is the most sought-after coaching centre and has been consistently contributing toppers to all the premier technological institutions in India viz., IITs, IISc, NITs and other universities. The Academy, in the last two decades of its committed services in the training and coaching sectors for engineering graduates across the country has produced toppers in Engineering Services, as also state service Commissions recruitments.

1. Intellectual Property Ownership

i. ACE Engineering College Ownership

- Intellectual property (IP) of any kind created by faculty, students, staff, project staff, researchers, visitors, and others, such as trainees from other institutes, participating in ACE Engineering College programs or using ACE Engineering College funds or facilities, are owned by ACE Engineering College when either of the following applies:
 - ✓ The intellectual property was created with the major use of funds or facilities administered by ACE Engineering College.
 - ✓ The intellectual property was created (i) as a part of the normal professional duty (ii) Work for hire
 - ✓ The intellectual property was created in the course or pursuant to a sponsored/consultancy research agreement with ACE Engineering College. In such

cases, specific provisions related to IP made in contracts governing such activity will determine the ownership of IP.

- ✓ Intellectual property was created as a part of academic research and training that led to a degree or otherwise.
- ✓ All copyrights, including copyrighted software will be owned by ACE Engineering College when it is created as a part of any of the academic programs of ACE Engineering College or created pursuant to a written agreement with ACE Engineering College, providing for transfer of copyright or ownership to ACE Engineering College. More specifically:
 - ✓ ACE Engineering College will be the owner of the copyright on all teaching materials created by ACE Engineering College and other academic institutes, external agencies, and industry under the continuing education of ACE Engineering College. However, the authors will have the right to use the material for their teaching and research activities.
 - ✓ ACE Engineering College will not claim ownership of copyright on books and scientific articles authored by ACE Engineering College. However, ACE Engineering College will have the copyright, if books and reports have been created using funds specifically provided for this purpose by ACE Engineering College only.

ii. Inventor/Author Ownership

Inventors/Authors will own intellectual property when

- None of the situation defined above for ACE Engineering College-ownership of intellectual property applies.
- It is created outside their assigned/normal area of research/teaching, for example, popular novels, poems, musical compositions, or other works of artistic imagination, without the use of significant institute resources.
- Students will own copyright on thesis/dissertation created as a part of their academic programmes. However, the student must grant to ACE Engineering College royalty-free permission to reproduce and distribute copies for teaching and research as well as for dissemination for teaching and research to other academic institutions.

- Ownership of software code, patentable subject matter and other intellectual property contained in the thesis/reports are subject to conditions specified under ACE Engineering College ownership and Inventor/Author ownership.

2. Third-Party Ownership

- Ownership of intellectual property resulting from:
 - Funds provided partially or fully by a third party to ACE Engineering College will be governed by specific provisions in the contract between the third party and ACE Engineering College.
 - Exchange programs between ACE Engineering College and other institutions will be governed by specific provisions in the contract between the third party and ACE Engineering College.
 - In case no such specific contract exists, IPR will remain with ACE Engineering College.
 - In cases of all IP produced at ACE Engineering College, ACE Engineering College shall retain a non-exclusive, free, irrevocable license to copy/use IP for teaching and research activities, consistent with confidentiality arguments wherever entered by ACE Engineering College.
 - In cases where an IP is created by ACE Engineering College personnel, fully or as a part of the team, during deputation, official leave, or leave, the concerned ACE Engineering College personnel should officially communicate the IP to ACE Engineering College. If the IP involves ideas/software developed, fully or in part, using significant institute resources, then the IP will also be owned by ACE Engineering College fully or partially.

3. Disclosures, Confidentiality and Assignment of Rights

- ✓ For sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of IP are applied.
- ✓ For all other IP produced at **ACE Engineering College**, the inventors will be required to disclose their IP to the IPEC (Intellectual Property Evaluation Committee) at the earliest date using an IPDF (Intellectual Property Disclosure Form).
- ✓ It will be mandatory for students to submit an IPDF, countersigned by their supervisor(s), at the time of filing their B.Tech report and M.Tech report.

- ✓ The inventor shall assign the rights of the disclosed IP to ACE Engineering College before leaving the institute and will agree to the terms and conditions for the sharing of any financial benefits received by the institute by commercialization of such IP.
- ✓ Having made the disclosure, the inventors, both ACE Engineering College and non- ACE Engineering College personnel, shall maintain confidentiality of the IP during the period it is pending with ACE Engineering College for the assessment of the possibility of commercialization and protection of IP, unless authorized in writing by ACE Engineering College.

4. Evaluation of Intellectual Property

- ✓ Evaluation of Intellectual Property will be done by the IPEC (Intellectual Property Evaluation Committee). Dean (RDC) will be the Chairman and the Head of the organization within ACE Engineering College responsible for commercialization, will be the member secretary. The principal will nominate at least three additional faculty members with expertise or familiarity/experience in areas related to the IP.
- ✓ Evaluation of IP means:
 - a) Assigning ownership of IP.
 - b) Determining whether an IP is innovative and fit for filing in India and foreign countries.
 - c) Determining whether the IP has an area able chance for commercialization.
- ✓ After evaluation of IP, if ACE Engineering College decides not to take responsibility for the protection of the IP, then it will assign all the rights of the IP to the inventors.
- ✓ Even in such cases, as in (3), ACE Engineering College may take the responsibility of facilitating the protection of the IP on a case-by-case
- ✓ A decision on the annual renewal of IP rights will be taken by the IPEC. If ACE Engineering College decides not to renew the IP, fully or partially, then it will assign the rights of the IP, wherever relevant, to the “inventors.”

5. Contracts and Agreements

All agreements related to IP, including, but not limited to the following categories, undertaken by any ACE Engineering College personnel and students need to be approved by the institute:

- ✓ Allegiance, Affirmation and Confidentiality Agreement.
- ✓ Evaluation Agreement.
- ✓ License Agreement
- ✓ Technology Transfer (Commercialization) Agreement
- ✓ Alternative Dispute Resolution Agreement
- ✓ Classified Information Non-Disclosure (specific) Agreement

The Dean (RDC), with specific approval of the General Secretary, will be the authorized signatory in all categories of agreements listed above.

6. Commercialization

- ✓ ACE Engineering College shall market the IP and identify potential licensee(s) for the IP to which it (i) has ownership and (ii) for which rights have been assigned to it. Licensing may be made either directly to third parties or through incubation or through licensing agents.
- Technology licensing: Licensing the IP to 3rd parties for commercialization. This would be as per the current policy and revenues earned will be shared with the inventor(s) as detailed in next section.
- Incubation through ACE Engineering College Business Incubator (ACEBI): ACE Engineering College inventors and community interested to incubate the technologies developed have an opportunity through ACEBI. In this case ACEBI considerations are applicable for equity and/or revenue sharing of the respective companies for transfer/ licensing of / permission to use IP in favour of the incubated companies.
- ✓ 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.
- ✓ If ACE Engineering College is not able to commercialize the IP in areas on able time, then the inventor(s) may approach ACE Engineering College for assignment of rights of the invention(s) to them.

7. Revenue Sharing

- ✓ The net earnings from the commercialization of IP owned by ACE Engineering College would be shared as follows:

Case	Net Earnings	Inventors share	ACE Engineering College share	Department share
1	Lumpsum amount	65%	25%	10%
2	Annual Royalty	40%	40%	20%

- ✓ The creator(s) share would be declared annually, and disbursement will be made to the creator(s), their legal heir, whether or not the creators are associated with **ACE Engineering College**
- ✓ 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.

8. Infringements, Damages, Liability, and Indemnity Insurance

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

9. 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 the inventor(s) teaching, research, and any other institutional responsibilities.

10. Dispute Resolution

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

11. Jurisdiction (Authority)

As a policy, all agreements to be signed by ACE Engineering College will have the jurisdiction of the courts in Hyderabad and shall be governed by appropriate laws in India.

Nomenclature

IP: Intellectual property

ACE Engineering College: ACE Engineering College, Ghatkesar, Hyderabad

IPEC: Intellectual Property Evaluation Committee

IPDF: Intellectual Property Disclosure Form

Glossary

- “Principal” means the Principal, ACE Engineering College, Ghatkesar, Hyderabad
- “Dean, (RDC)” means the Dean (RDC) of ACE Engineering College.
- “Author” means faculty, students, staff or visiting faculty who has/have written or created a creative work.
- “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.
- “Copyright” means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work. Copyright protection is available for most literary, musical, dramatic, and other types of creative work, including software, teaching materials, multimedia works, proposals, and research reports.
- “Creators” are persons who have produced any original work.
- “Intellectual Contribution” means original technical or artistic contributions.

- “Intellectual Property” includes but is not limited to copyrights and copyrightable materials, patented and patentable inventions, tangible research results, trademarks, service marks and trade secrets.
- “Invention” includes but is not limited to any new and useful process, formula or machine conceived or first reduced to practice in whole or in part, defined within the purview of the Patent Act, Inventor(s) are person(s) who produce an invention.
- “Licensing” is the practice of renting the intellectual property to a third party.
- “Net Earnings” Earnings resulting from the licensing or commercialization of the IP reduced by the outstanding actual expenses incurred in obtaining and commercialization of the IP.
- “Patent” means the exclusive right granted by law for making, using, or selling an invention.
- “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.
- “Significant Use of ACE Engineering College Resources” is any usage of ACE Engineering College’s resources in the creation of the invention(s), in excess of the routine use of office facilities, computers, library resources and resources available to the general public.
- “Software” means anything executable in a computer.
- “Teaching material” means any material that aids the process of teaching.
- “Trademark/Service Mark” is a distinctive word, symbol or picture or a combination of these, which is used by a business entity to discriminate its products and services from those of other business entities.
- “Trade Secret:” Usually some information such as know-how of commercial or strategic value that is not disclosed to all and is used in a restricted manner.

ANNEXURE

Intellectual Property Disclosure Form ACE Engineering College, HYDERABAD

Title of the invention:

Innovator(s) who have contributed or conceived an essential element of the invention, either independently or jointly with others during the evolution of the technology concept or reduction to practice:

Name:

Name:

Position:

Position:

Department:

Department:

Phone:

Phone:

e-mail:

e-mail:

Brief description of the invention:

How does this invention relate to new processes, machines, compositions of matter, etc.?

Please cover the following points:

- Describe the invention so that the other faculty of the Institute who are knowledgeable in the field can evaluate the technical and commercial merits of the technology.
- What are the advantages of the present invention over the comparable inventions?
- Has the invention been tested experimentally?
- Are experimental data available?
- Has the invention been patented or protected under a confidentiality agreement?

(Please use additional sheets to elaborate and to attach sketches, drawings, photographs and other materials that help illustrate the description).

Commercial potential:

What are the

- Possible uses/application areas and/ or products you feel may embody aspects of your technology and Possible end-users
- (1) input required, (2) production capacity where applicable, (3) raw material requirement, (4) transfer form, (5) target companies and countries, (6) economic data, (7) potential long-term commercial interest.

(Please provide as much information as possible; attach extra sheets if required) Prior disclosure and possible intent:

Has the invention been disclosed to industry representatives or third parties? Has any commercial interest been shown in it and of what nature? Name companies and specific individuals and their titles.

Development stage:

Give your opinion on the current stage of development of the invention as it relates to its marketability (indicate appropriate response):

—————Embryonic (needs substantial work to bring market)

—————Partially developed (could be brought to market with significant investment)

_____ Off-the-shelf (could be brought to market with nominal investment) Do you know of any other inventions that are congruent with this invention?

Signature of Inventor with date

Signature of Inventor with date

I, the undersigned, _____ hereby certify that _____ (the “Work”; attach additional sheet if necessary to accurately describe the work) was specially commissioned by and is to be considered a “work made for hire” by ACE Engineering College, Hyderabad, hereinafter referred to as Institute with address at ACE Engineering College, Ghatkesar, Hyderabad, Telangana, 501601, India and that ACE Engineering College Hyderabad is entitled to all patent/copyright/trademark and all other intellectual property rights thereto.

Without limiting the foregoing, for good and valuable consideration, receipt of which is hereby acknowledged and in accordance with the above entitlement of Institute to Intellectual Property generated by me, I hereby assign and/or transfer to Institute, its successors and assigns, absolutely and forever, all right, title, and interest, throughout the world in and to the Work and each element thereof, including but not limited to the copyright/patent/technology innovation contained therein.

I further agree that no copyright material assigned by me to the Institute under this agreement shall be reproduced by me beyond that which falls under fair use, and I shall retain only moral rights to this material. Furthermore, no patentable invention/ technology innovation/ trademarks developed by myself, and others shall be working with, be disclosed by me to any other party upon termination of this agreement. I understand that any prior disclosure by myself, directly or indirectly, either during the period of this work-for-hire agreement or after its termination, shall render me prosecutable as per laws that may be in force at the time.

Signed this _____ day of _____ (month), _____ (year)

Name:

Address: