



RAMAIAH

INTELLECTUAL PROPERTY RIGHTS CELL (RIPRC)

in association with

[KARNATAKA STATE COUNCIL FOR SCIENCE AND TECHNOLOGY (KSCST)]

M. S. RAMAIAH

College of Arts, Science and Commerce

(Re-accredited with "A" by NAAC, permanently affiliated to Bangalore University,
approved by AICTE, Recognized by UGC under 2f & 12B of UGC Act, 1956)

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INTELLECTUAL PROPERTY POLICY (IP POLICY)

Disclaimer:

I) This Policy is only a guideline, providing the framework for management of Intellectual Property (IP) in the Institutions managed by Gokula Education Foundation (GEF). The Policy intends to create a robust IP Ecosystem which facilitates quality research and innovation. The Policy per se doesn't extend promise for any financial assistance or obligation. The Policy is to be read in conformity with the existing laws and regulations related to Intellectual Property (IP).

II) The Policy is an Intellectual Policy of the Ramaiah Intellectual Property Rights. The user is allowed to reproduce, translate, adopt the work with due acknowledgement.

INTELLECTUAL PROPERTY (IP) POLICY
(PRELIMINARY DRAFT)

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INTELLECTUAL PROPERTY (IP) POLICY

ARTICLE I- SCOPE OF THE POLICY

1. *This Policy is hereby adopted to facilitate the promotion, creation and management of Intellectual Property (IP) created during the course of academic/other endeavors (s) in the Institutions managed by Gokula Education Foundation (GEF), either directly or indirectly.*
2. **Applicability** - *The Policy is applicable to all the employees, students and visitors who participate in research or involve in scholarly endeavors in any Institution managed by GEF including the Ramaiah University of Applied Sciences (RUAS). Right(s) and obligation(s) arising out this Policy shall survive termination of employment, appointment or enrolment.*
3. **Background IP** - *On commencement of employment/enrolment/appointment, such employee(s)/student(s)/visitor(s) shall submit their IP portfolio and specifically declare any existing IP they wish to exclude from the extent of this policy.*

ARTICLE II - GOVERNANCE AND OPERATION

1. *Ramaiah Intellectual Property Rights Cell (hereinafter RIPRC) shall oversee the implementation, management and evolution of this Policy.*
2. *For the purpose of this Policy, all the powers, responsibilities, duties and functions of the members involved in the activities related to Intellectual Property (IP) in the Institution shall be in conformity with the Byelaw of RIPRC.*

ARTICLE III - DEFINITIONS

1. **Bye-law** - *Bye-law of the Ramaiah Intellectual Property Rights Cell, including the amendments made from time to time*
2. **Creator** - *Any employee(s)/researcher(s)/student(s)/visitor(s) of GEF who participates in a research/ scholarly endeavor resulting in the creation of any form of Intellectual Property (IP).*
3. **Institution** - *Any institution managed by the Gokula Educational Foundation (GEF) including the Ramaiah University of Applied Sciences (RUAS).*
4. **Intellectual Property (IP)** - *Intellectual Property (IP), as provided under Article 1 of the Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS), refers to all categories of Intellectual Property (IP) that are subject of Sections 1 to 7 of Part II of the TRIPS Agreement.*
5. **Visitor(s)** - *Any person other than an employee(s)/student(s) who is involved in the academic or other activities of the Institution.*

Article IV – OWNERSHIP OF INTELLECTUAL PROPERTY (IP)

The ownership and rights over any Intellectual Property (IP) created through:

1. Research conducted by utilizing the resources of the Institution:

(1) *The ownership of Intellectual Property (IP) created by an employee(s)/visitor(s) during the course and in the scope of employment(s) /enrolment(s) /contract(s) by making substantial use of the resource(s) of the Institution shall ordinarily be vested with the Institution.*

(2) *In the case of scholarly and academic works, including books, articles, student projects/ dissertations/ theses, lecture notes, audio or visual aids for giving lectures, created by an employee(s)/student(s)/visitor(s) by making substantial use of the resources of the Institution, the Copyright shall ordinarily be vested with the author(s).*

2. **Research in collaboration with external agencies:** *Terms of contract(s)/formal written arrangement(s) entered into between such external agencies and the Institution shall determine the ownership of Intellectual Property (IP) generated out of such collaborations.*

3. Intellectual Property (IP) created by Students:

(1) *The student(s) shall ordinarily be the sole owner of the IP created by her/him during their course of study in the Institution, provided that the student shall submit such thesis/ dissertation/work to the Institutional repository.*

(2) *The Institution shall hold the ownership of IP emanating out of a student project:*

a. *If the IP is created by making substantial use of resources of the Institution, excluding supervision & guidance arising out of the curriculum, provided there is no prior agreement between the student and the Institution.*

b. *If the research forms a part of the Institution's research project.*

4. **Course Material(s):** *The IP on the course materials created by an employee(s)/visitor(s) during the course and in the scope of employment shall be owned by the Institution except when there is a prior agreement between the employee(s)/visitor(s) and the Institution.*

5. **Scholarly Work(s):** *Any scholarly work by the employee(s)/student(s)/ visitor(s) which may disclose information related to an Institutional IP shall be disclosed to a third party or published only on approval from the Head of the Institution in consultation with RIPRC.*

ARTICLE V - RESEARCH CONTRACT(S) / ARRANGEMENT(S)

On implementation of the Policy, all research contract(s)/ agreement(s)/ arrangement(s)/ Memorandum of Understanding(s) etc. which could lead to a possible generation of IP shall be reviewed by RIPRC to protect the interest of the institution in terms of Intellectual Property (IP).

ARTICLE VI- FACILITATION OF IP FILING etc.

1. *The creator(s) can approach RIPRC either directly or through the designated IP Coordinator of the Institution for:*

- i. Advice on matters related to Intellectual Property (IP)
- ii. Consultation on matters related to Intellectual Property (IP)
- iii. Initiation of IP filing and other statutory compliances on identifying any potential IP resulting from his/her research.

2. On receiving an application for consultation, the creator(s) will be called in for a one-on-one consultation with the member of RIPRC as assigned by the Coordinator. There shall be the disclosure of misinformation only to the extent of preliminary information and not any other information regarding the Intellectual Property (IP) at this stage.

3. On receiving the report of consultation from the member confirming the identification of any form of Intellectual Property (IP), the Coordinator of RIPRC shall enter into an agreement of non-disclosure with such creator on behalf of RIPRC.

4. On signing the Non-Disclosure Agreement (NDA) with RIPRC and submitting the duly filled Invention Disclosure Form, the head of the institution or the designated authority in consultation with the Coordinator, RIPRC and the IP Coordinator of the institution, shall decide on the scope of applying for statutory protection to such creation at the national or international level.

Note: The creator(s) are advised to approach RIPRC at the initial stages of the research on identification of the scope of the research being new/innovative to take the appropriate step towards protection for IP involved, mainly Patents, Designs etc.

ARTICLE VII - COMMERCIALISATION OF IP

1. The decision regarding the commercialisation of Institutional IP(s) shall be made and maintained as per the Institutional Policy. RIPRC will provide the necessary support and guidance through drafting licensing agreements, providing legal opinion etc.

2. The Institution shall, within three to six months from deciding to protect an Intellectual Property (IP) mainly patent(s)/ Design(s), initiate the measures for commercialisation of the IP(s).

3. The Incubation Cell of the Institution or in the absence of the same the designated authority shall, with the input of the creators, resort to the most appropriate commercialisation strategy.

ARTICLE VIII - REVENUE SHARING, LICENSING AND DISTRIBUTION

The Institution shall enter into a revenue-sharing agreement(s) with the creator(s), in case of commercialisation of innovation(s), creation(s), in consultation with RIPRC on a case to case basis.

The Institution can adopt various model(s) of revenue sharing, provided the arrangement at any circumstance shall not be less than a ratio of 60:40, wherein 60% of the revenue/royalty/ technology transfer amount etc. with the creator and 40% with the Institution.

ARTICLE IX- SHARING OF COST

In the case of any Intellectual Property (IP) created by the Institution:

1. When the Institution is the sole owner of the Intellectual Property (IP)(s) and there is a formal recognition of the creator(s), the expenses involved in obtaining and maintaining the Intellectual Property (IP) protection shall be borne by the Institution.
2. When the Institution and the creator(s) are the co-owner(s), the expenses involved in obtaining and maintaining the Intellectual Property (IP) protection shall be borne entirely by the Institution/ shared by the parties involved.
3. If the Intellectual Property (IP) ownership is shared with an external partner(s), the expenses involved in obtaining and maintaining the IP protection shall be determined by the conditions of arrangement(s)/ agreement(S) between the parties.
4. The decision regarding the sharing of expenses and ownership shall be determined by the Head of the Institution in consultation with RIPRC.

ARTICLE X: PROMOTION OF FREE AND OPEN SOURCES SOFTWARE (FOSS)

The Institution may take adequate measures to promote the use and development of Free and Open Source Software (FOSS) for research, academic and administrative purposes.

ARTICLE XI - IP PORTFOLIO

RIPRC shall maintain the records of the Institution's IP in an appropriate form with sufficient details. RIPRC shall monitor the timely payment of any maintenance or annuity fees of protected Institutional IP by the Institution and other legal compliances.

ARTICLE XII - COMBINED REPOSITORY

There shall be a combined repository of all the scholarly works published by the employee(s)/ student(s) of the institutions of GEF.

The IP Coordinator of the Institution shall ensure that such works get deposited in the Repository.

ARTICLE XIII - PUBLIC DOMAIN¹

1. Institutional IP(s) forms part of the Public Domain in the following circumstance(s):
 - a. If a Research Contract provides that the research results are to be placed into the Public Domain; or
 - b. If employee(s)/visitor(s) make use of Open Educational Resource(s) or resource(s) licensed through Open Source or Creative Commons² License(s) and the licensing conditions

¹ WIPO Intellectual Property Policy template for. Universities and research Institutions (January 29, 2019) Pg. 13

² Creative Commons is a non-profit corporation dedicated to making it easier for people to share and build upon the work of others within the framework of national copyright laws. The Creative Commons suite of free copyright licenses provides a simple, standardized way to give users permission to share and use creative and scholarly work. Such licenses allow Creators to stipulate which rights they reserve, and which rights they waive for the benefit of others.

require the release of derivative(s) into the Public Domain.

2. Release into the public domain: *The Institution will release IP(s) into the Public Domain in the following circumstances:*

- a. *Where it is deemed to be in the public interest;*
- b. *If the IP has low commercial or other development potential and low prospects of fostering the development of new products or services; or*
- c. *If deemed necessary by the Institution.*

ARTICLE XIV - IP AUDIT

1. *RIPRC shall conduct IP Audit annually during the month of August for the systematic review and documentation of the Institutional IP and evaluate the existing IP ecosystem in the Institution.*

2. *The audit report generated shall endeavor to access and manage the risks, remedy the problems and ensure implementation of best practices in the existing IP ecosystem.*

ARTICLE XV - CONFLICT OF INTERESTS

The employee(s)/visitor(s) during the course and scope of employment shall not engage in activities which could lead to possible generation of IP if such activity is in conflict with the best interests of the Institution.

Any activity which could lead to the above-mentioned conflict of interest shall be intimated to RIPRC either directly or through the IP Coordinator of the Institution.

ARTICLE XVI - VIOLATION

Any conduct contrary or in breach of the provision(s) of this Policy shall amount to misconduct as per the service rules of the Institution and shall be dealt with accordingly.

ARTICLE XVII – DISPUTE RESOLUTION

Any dispute(s) or question(s) of interpretation arising under this Policy shall, in the first instance be referred to RIPRC.

Considering the nature of the dispute(s), the Coordinator, RIPRC shall refer the matter to a suitable mode of Alternative Dispute Resolution.

[2] Creative Commons is a non-profit corporation dedicated to making it easier for people to share and build upon the work of others within the framework of national copyright laws. The Creative Commons suite of free copyright licenses provides a simple, standardized way to give users permission to share and use creative and scholarly work. Such licenses allow Creators to stipulate which rights they reserve, and which rights they waive for the benefit of others.

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