

IPR POLICY

Hindi Vidya Prachar Samiti's

Ramniranjan
Jhunjhunwala College
of Arts, Science & Commerce

Autonomous College

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1. OBJECTIVE OF THE POLICY

- The college recognizes the need for encouraging the practical application and economic use of the results of research carried out at the Institute for the benefit of the general public; therefore it adopted the following Policy on Intellectual Property. The present Policy relates to the ownership, protection and commercial exploitation of Intellectual Property created by Researchers in the course of their duties or activities at the Institute. The document sets out the rules of the Institute for Cooperation with industrial and business organizations and provides guidelines on the sharing of the economic benefits arising from the commercialization of Intellectual Property.
- This Policy aims to:
 - i. Promote, encourage and aid scientific investigation and research
 - ii. Facilitate the recording, monitoring and maintenance of the Institute's Intellectual Property portfolio
 - iii. Confirm that economic benefits arising from the commercialization of Intellectual Property are distributed in a fair and equitable manner recognizing the contributions of the Inventors, the Institute as well as any other relevant stakeholders
 - iv. Enhance the reputation of the Institute as an academic research institution and a member of society as well as the reputation of the Researchers through bringing the research results to public use and benefit.
- For the avoidance of doubt, this IP policy (and any subsequent amendments made to this IP policy) is the agreed protocol or IP policy referenced in:
 - i. the staff contract of employment;
 - ii. the staff fixed purpose contract;
 - iii. any document engaging another relevant party;
 - iv. the student handbook; and
 - v. any acceptance form or intellectual property assignment agreement signed by staff and/or students and/or other relevant parties.
- This IP Policy also forms part of the regulations of the Institute which govern the conduct of students and staff.

2. INDIVIDUALS SUBJECT TO THIS POLICY

This intellectual property policy applies to:

- i. All persons employed by, paid by, or under contract with the Institute, unless expressly exempted by contract, including, but not limited to, full and part-time faculty and staff and visiting faculty members and researchers, consultants, and students.
- ii. Students working on sponsored projects and/or who use R J College resources other than for lecture-based coursework or other course-related assignments.

3. DEFINITIONS

- "Commercialization" means any form of exploitation of Intellectual Property, including assignment, licensing, internal exploitation within the Institute and commercialization via a spin-off enterprise in India and overseas.
- "Spin-off" means a company established for the purpose of exploiting Intellectual Property originating from the Institute.
- "Inventor" means the Researcher who contributed to the creation of the Intellectual Property.
- "Research Agreement" may refer to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Project development Agreement, Joint Development agreement by two or more or multiple Institute, Consultancy Agreement and any other type of agreement concerning research pursued by Researchers and/or Intellectual Property created at the Institute in India and Overseas.
- "Researcher" means:
 - i. persons employed by the Institute, including student employees and technical staff
 - ii. students, including graduate and postgraduate students of the Institute
 - iii. any persons, including visiting scientists who use the Institute resources in India or overseas and who perform any research task at the Institute or otherwise participate in any research project administered by the Institute, including those funded by extern sponsors in India and overseas.
- "Visiting Researcher" means an individual having an association with the Institute without being either employees or students. "Visiting Researchers" includes academic visitors, individuals with honorary appointments in the Institute and overseas staff.

- "Institute resources" means any form of funds, facilities or resources, including equipment, consumables and human resources provided by the Institute either in a direct or indirect way.
- "Copyrighted works" means and includes literary, scientific and art works, including academic publications, scholarly books, articles, lectures, musical compositions, films, architectural work, presentations, photography, cinematography, and other materials, including software, which qualify for protection under the copyright law.
- "Intellectual Property" means works related to Patents, Trade Marks, Design, Copyright, industrial designs, trade secrets, plant varieties and includes inventions, technologies, developments, improvements, materials, compounds, processes and all other research results and tangible research properties, including software and other copyrighted works.
- "Intellectual Property Rights" (IP Rights) means ownership and associated rights relating to Intellectual Property, including patents, designs, trademarks, topography rights, know-how, trade secrets and all other intellectual or industrial property rights as well as copyrights, either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

4. OVERVIEW OF THE IP SYSTEM IN INDIA

India has made definite strides in the protection, administration, management and enforcement of IP. The growth of the IP system has acquired a palpable vibrancy during the last two decades. The statutes governing different kinds of IP in India are

- Trade Marks Act, 1999;
- Patents Act, 1970 (as amended in 2005);
- Copyright Act, 1957 (as amended in 2012);
- Designs Act, 2000;
- Geographical Indications of Goods (Registration and Protection) National IPR Policy (First Draft) December 19, 2014;
- Confidential Page 3 of 29 Act, 1999;
- Protection of Plant Varieties and Farmers' Rights Act, 2001;
- Semiconductor Integrated Circuits Layout-Design Act, 2000 and
- Biological Diversity Act, 2002.

5. TYPES OF INTELLECTUAL PROPERTY SUBJECT TO THIS POLICY.

Except as set forth in other related Institute policies, this policy applies to all types of intellectual property, including, but not limited to, any invention, discovery, creation, know-how, trade secret, technology, scientific or technological development, mask work, trademark, research data, work of authorship, and computer software regardless of whether subject to protection under patent, trademark copyright, designs or other laws in India and overseas.

6. SCOPE OF THIS POLICY

- i. This Policy shall apply to all Researchers who have established legal relationship with the Institute based on which the Researcher is bound by this Policy. Such a legal relationship may arise pursuant to the provision of law, collective agreement or individual agreement.
- ii. This Policy shall apply to all Intellectual Property created on or after _____ and all IP Rights associated with them.
- iii. The present Policy shall not apply in cases in which the Researcher entered into an explicit arrangement to the contrary with the Institute before the effective date of the Policy, or the Institute previously entered into an agreement with a third party concerning rights and obligations set out in this Policy.

7. IPR POLICY COMMITTEE MEMBERS

- i. Management representative
 - ii. Principal of the College
 - iii. Members of research committee
 - iv. IPR legal advisor (external expert)
- The IP committee members will be required to analyze and peruse regarding proposals submitted and about the IP produced at the Institute. This will ensure that new ideas are protected. It reserves the right to alter the composition of the IP committee.
 - The IPR policy committee may conduct meeting, awareness program regarding the IP on a project and may be requested to attend a committee meeting, where appropriate minutes of the meetings shall be recorded and maintained for any such action.
 - The committee will carry out the following functions:
 - i. Processing of IP applications.
 - ii. Determining the commercial value of IP and/or inventions.
 - iii. Defining IP agreements with industry regarding collaborative research projects in accordance with Institute laws & regulation. The committee may even propose a unique procedure for this purpose.
 - iv. Enabling a fair and equitable return to those involved in commercialization of their research/ work as per the Institute procedural laws.
 - v. Suggesting negotiators with third parties in viable IPR works.
 - vi. Safeguarding a reasonable financial return to the Personnel involved in developing and filing IPR.
 - vii. Take decision if necessary in consultation with Institute special committee nominated by the Institute authority for this sole purpose in Assignment, licensing, franchising and transfer of IPR rights in ongoing, pending or any other IPR works to any person, company in India or overseas.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

- i. Employees of the Institute
 - All rights in Intellectual Property devised, made or created by an employee and student of the Institute in the course of his or her duties and activities of employment shall generally belong automatically to the College.
 - If an employee of the Institute creates Intellectual Property outside the normal course of his or her duties of employment, with the significant use of Institute Resources he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to the Institute as consideration for the use of College Resources.
 - ii. Employees pursuing research activities at other institutions
 - Rights related to Intellectual Property that is created during an academic visit by the employee of the Institute to another Institute shall be governed by an agreement between the Institute and the other Institute.
 - If the Institute's IP Rights are not affected, the IP created during the visit shall belong to the other Institute unless otherwise provided in an agreement
 - iii. Non-employee
 - Visiting Researchers are required to transfer to the Institute any Intellectual Property they create in the course of their activities arising from their association.
 - The college Institute shall claim ownership of all Intellectual Property created in the course of postgraduate (doctorate) students' research activity.
 - Students shall be given the option to assign IP Rights to the Institute and shall then be granted the same rights as any employee Inventor as set out in this Policy. In such cases students should follow the procedures set out in this Policy.
 - All rights in Copyrighted Works are owned by their creators regardless of the use of Institute Resources.
- If the Institute cannot, or decides not to, exploit any Intellectual Property to which it lays claim, it shall forthwith notify the Inventor(s).
- The notification shall be made at least one month prior to any act or any intentional omission liable to prevent the obtainment of protection. In such cases the Inventor(s) shall have the option to acquire related IP Rights; however, the Institute may claim a share from the income

of any subsequent exploitation of the Intellectual Property to the extent equalling the verified expenditures of the Institute incurred in connection with the protection and commercialization of such IP.

- The Institute may also claim for a perpetual non-exclusive royalty-free license for research purposes without the right to business exploitation and without the right to sub-license.
- The Institute may also claim certain percentage of any net income generated by the Inventor(s) from the commercialization of the Intellectual Property on case to case basis.
- The Institute shall not unreasonably withhold or delay an assignment of the IP Rights to the Inventor(s); however it reserves the right to delay exploitation where it is in its interests to do so.
- Requests for any transfer of rights from the Institute to the Inventors(s) or any other third party should be made in the first instance to the person or department designated by the Institute.

9. CONFLICT OF INTEREST AND CONFIDENTIALITY

- i. A Researcher's primary commitment of time and intellectual contributions as an employee of the Institute should be to the education, research and academic programs of the Institute.
 - ii. A Researcher's primary commitment of time and intellectual contributions as an employee of the Institute should be to the education, research and academic programs of the Institute. Exploitation by unauthorized persons could damage or endanger the Institute's lawful financial, economic or market interests shall qualify as business secret. Researchers shall, when communicating with third parties, exercise all due diligence regarding confidentiality provisions.
 - iii. Researchers shall promptly report all potential and existing conflict of interest to the person or department designated by the Institute in order to reach solution satisfactory to each concerned party.
- Should any doubt arise concerning conflict of interest or confidentiality issues Researchers are advised to consult with the person or IPR Policy team members or department designated by the Institute for this Concern or any other person nominated by the Institute.

10. IDENTIFICATION, DISCLOSURE AND COMMERCIALIZATION OF INTELLECTUAL PROPERTY

- i. The Institute encourages its Researchers to identify research results with potential commercialization value and which may enhance the reputation of the Institute through bringing them to public use and benefit.
- ii. Researchers shall be required to present in writing the draft publications containing scientific results to the relevant Head of Department before publishing them, and shall state in writing that, to the best of their knowledge such works do not contain any results for which protection may be obtained or which can be exploited in any way.
- iii. Researchers, including employees, students and visiting Researchers are obliged to disclose all Intellectual Property falling within the scope.
- iv. The person or department designated by the Institute is responsible for the protection and commercialization of the Institute's Intellectual Property. The Inventor(s) however, shall be consulted in each phase of the procedure.
- v. Since protection and successful commercialization of Intellectual Property might depend on prompt and efficient administration, Inventors are required to disclose all potentially exploitable Intellectual Property as soon as they become aware of them. The disclosure must be made in writing by completing the Intellectual Property Disclosure Form available from the person or department designated by the Institute.
- vi. In case of incomplete disclosure, the form may be sent back to the Inventor(s) requesting for additional information. The date of disclosure shall be the day on which the person or department designated by the Institute receives the full disclosure signed by all Inventors.
- vii. If an Inventor is in any doubt whether an Intellectual Property falls within the scope or it is potentially commercially exploitable, then the Inventor should submit a disclosure to the person or department designated by the Institute for consideration prior to making public disclosure of the Intellectual Property.
- viii. In case of incomplete disclosure, the form may be sent back to the Inventor(s) requesting for additional information. The date of disclosure shall be the day on which the person or department designated by the Institute receives the full disclosure signed by all Inventors.
- ix. Premature disclosure may compromise the protection and commercialization of Intellectual Property. To avoid any loss of potential benefits, Researchers are required to

make reasonable efforts to identify Intellectual Property early in the development process and consider the consequent impacts of any public disclosure.

- x. The person or department designated by the Institute shall notify the relevant Head of Department about all disclosures. The notification involves a short abstract of the Intellectual Property and the name of the Inventor(s).
- xi. The person or department designated by the Institute shall determine whether any agreements provide for the sharing of IP Rights or other obligations overriding those set out in this Policy. Provisions of related Research Agreements may require the assignment of certain IP rights in full or in part. In case of assignment, the procedure for protection and commercialization shall be governed by a separate agreement concluded between the Institute and other concerned parties. In all other cases the procedure set out in this Policy shall apply.
- xii. After the date of disclosure, the person or department designated by the Institute shall immediately commence the evaluation of the Intellectual Property. As a first step, a pre-evaluation shall be carried out to identify any major obstacles, which could hinder the protection and commercialization of the Intellectual Property. Based on the results of the pre-evaluation a recommendation on whether to protect and exploit the Intellectual Property shall be forwarded to the person or committee taking the final decision on behalf of the Institute. Such a recommendation shall be forwarded within one week from the date of disclosure. The final decision shall be taken within 10 days from the date of disclosure.
- xiii. The person or department designated by the Institute shall carry out a complete evaluation of the Intellectual Property with particular attention on possible methods of the protection of the Intellectual Property and its business opportunities.
- xiv. The Inventor(s) shall be informed of the decision within 7 days from the date of decision in writing. If the Institute decides not to commercialize the disclosed Intellectual Property.
- xv. The Inventor(s) shall closely cooperate with the person or department designated by the Institute, the patent attorney or any other professional experts involved by the Institute. Inventor(s) are required to give reasonable assistance in protecting and commercially exploiting the Intellectual Property by providing information, attending meetings and advising on further development.

- xvi. The person or department designated by the Institute and the Inventor(s) shall jointly determine an appropriate commercialization strategy as part of the evaluation process within 3 weeks or 30 days whichever is earlier from the date of Institute's decision. The strategy will outline the tasks of each concerned party in the commercialization process and establish deadlines for the specific actions.
- xvii. The person or department designated by the Institute shall be responsible to carry out the commercialization plan and it shall submit specific proposals, such as draft agreements or business plans, to the person or committee appointed by the Institute for decision.
- xviii. Commercial decisions, such as the ones concerning the terms of an assignment/ licensing agreement or establishment of a spin-off enterprise, shall be taken on a case-by-case basis by the person or committee designated by the Institute, giving due consideration to all circumstances.
- xix. If the Institute decides to discontinue an application, to withdraw it, or not to maintain a granted or registered right, Shall apply. Such decisions shall be taken by the person or committee designated by the Institute.
- xx. Expenses incurring in connection with the protection and commercialization of Intellectual Property shall be borne by the Institute.
- xxi. During the evaluation and commercialization period the full description of the Intellectual Property shall be disclosed to third parties under a confidentiality agreement.

11. DISTRIBUTION OF REVENUES, MOTIVATION OF RESEARCHERS

- i. The apportionment of net income arising from the exploitation of any intellectual property, whether this accrues directly to the Institute or as a result of royalty or similar payments, will be on the scale set out below, subject to the signing of a confirmatory Assignment from the inventors. The Institute reserves the right to modify this in cases where it becomes necessary to do so, and can be fully justified, subject to approval by the **Principal**.
- ii. The expression 'Net income' shall mean all license fees, royalties and any other monies received by the Institute, arising from the commercialization of Intellectual Property, less all the expenses incurred in connection with the protection and commercialization of the Intellectual Property at the Institute
- iii. In certain cases the Institute reserves its right to negotiate special terms concerning revenue distribution, in particular when income is generated through sale of shares or payment of the dividend of shares in cases where shares have been allocated to the Institute in an entity to which the Intellectual Property is licensed or assigned but which is not a spin-off enterprise.
- iv. In cases where there is more than one Inventor, the Inventor's share is divided between the Inventors in a proportion which reflects their respective contributions as provided in the signed Invention Disclosure Form.
- v. In case of exploitation of trademarks and other indicators, the Inventor(s), taking into consideration the proportion of their contribution to the exploitation, may benefit from the revenue as set forth in an individual agreement. The person or committee designated by the Institute shall decide on such issues on a case-by-case basis.
- vi. In case of establishing a spin-off enterprise, an individual agreement between the Institute and the Inventor(s) shall be applicable regarding the share of equity. The conditions of the agreement shall be negotiated on a case-by-case basis having due regard to the contribution of the Inventors to any further development and the exploitation beyond the creation of Intellectual Property and to any funding provided by the Inventor(s), the Institute or any third parties acquiring a share of equity in the new enterprise. The decision concerning the conditions of a spin-off establishment shall be taken by the person or committee designated by the Institute on behalf of the Institute.

12. BREACH OF THE RULES OF THIS POLICY

- Breach of provisions of this policy shall be primarily dealt by the IPR policy panel members.
- Breach of the provisions of this Policy shall be dealt with under the normal procedures of the Institute as per the procedure laid down in accordance with the relevant provisions of law.