

RAMAIAH INTELLECTUAL PROPERTY RIGHTS CELL (RIPRC)
in association with
[KARNATAKA STATE COUNCIL FOR SCIENCE AND TECHNOLOGY (KSCST)]

INTELLECTUAL PROPERTY POLICY (IP POLICY)

Disclaimer:

- I) *This Policy provides the framework for the management of Intellectual Property (IP) in the Institutions managed by the Gokula Education Foundation (Medical), Gokula Education Foundation (Eng. & G.Sc) and Ramaiah University of Applied Sciences. The Policy intends to create a robust IP Ecosystem that facilitates quality research and innovation.*
- II) *This Policy per se does not extend a promise for any financial assistance or obligation. The Policy is to be read in conformity with the existing laws and regulations.*
- III) *This document is an Intellectual Property of Ramaiah Intellectual Property Rights Cell. The user is allowed to reproduce, translate, and adapt the work with due acknowledgement.*

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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 endeavours (s) in the Institutions managed by institutions of Gokula Education Foundation (Medical), Gokula Education Foundation (Eng. & G.Sc) and Ramaiah University of Applied sciences, 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 endeavours in any Institution managed by Gokula Education Foundation (Medical), Gokula Education Foundation (Eng. & G.Sc) and Ramaiah University of Applied Sciences (RUAS). Right(s) and obligation(s) arising out of 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.

II. GOVERNANCE AND OPERATION

1. The institution¹ shall be the sole implementing agency for this policy. RIPRC shall only be rendering the necessary support by way of

¹ Refer to the definition of "Institution", Part III - Definitions

- consultations, facilitation in terms of ensuring a robust IP ecosystem and sharing of common resources related to IP among the institutions.
2. Ramaiah Intellectual Property Rights Cell (hereinafter RIPRC) shall oversee the overall implementation, management and evolution of this Policy.
 3. 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 institutions of Gokula Education Foundation (Medical), Gokula Education Foundation (Eng. & G.Sc) and Ramaiah University of Applied Sciences, shall be in conformity with the Byelaw of RIPRC.

III. DEFINITIONS

1. Bye-law - Bye-law of 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 institutions of Gokula Education Foundation (Medical), Gokula Education Foundation (Eng. & G.Sc) and Ramaiah University of Applied Sciences, who participates in a research/ scholarly endeavour resulting in the creation of any form of Intellectual Property (IP).
3. Institution - Any institution managed by Gokula Education Foundation (Medical)/Gokula Education Foundation (Eng. & G.S)/ Ramaiah University of Applied Sciences (RUAS).
4. Intellectual Property (IP) -Intellectual Property (IP), as provided under Article I of the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS), refers to all categories of Intellectual Property

(IP) that are subject to Sections 1 to 7 of Part II of the TRIPS Agreement.²

5. The visitor (s) - Any person other than an employee(s)/student(s) who is involved in the academic or other activities of the Institution.

IV. OWNERSHIP OF INTELLECTUAL PROPERTY (IP)

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

1. Research conducted by utilizing the resources of the Institution:
 - i. The ownership of Intellectual Property (IP) created 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.
 - ii. 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 institution with the due acknowledgement of the creator.
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.

² The Intellectual Property covered under TRIPS are copyright and related rights (i.e. the rights of performers, producers of sound recordings and broadcasting organizations); trademarks including service marks; geographical indications including appellations of origin; industrial designs; patents including the protection of new varieties of plants; the layout-designs of integrated circuits; and undisclosed information including trade secrets and test data.

3. Intellectual Property (IP) created by Students:

- i. 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.
- ii. 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 research project funded by the Institution.

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.

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 entered in consultation with the IP

Coordinator of the institution. In instances that require adequate legal/expert advice such contract(s)/ agreement(s)/ arrangement(s)/ Memorandum of Understanding(s) etc. shall be communicated to RIPRC, before the endorsement, to protect the interest of the institution in terms of Intellectual Property (IP).

It shall be the responsibility of the IP Committee Coordinator of the concerned institution to maintain the details of such research contract(s)/ agreement(s)/ arrangement(s)/ Memorandum of Understanding(s) etc. and the details of the same shall be shared with RIPRC during the IP audit etc.

VI. FACILITATION/FILING OF IP

- 1) RIPRC shall directly facilitate matters related to IP only in regard to the following matters:
 - i) Advice on matters related to Intellectual Property (IP)
 - ii) Consultation on matters related to Intellectual Property (IP)
 - iii) Advice on statutory compliances
 - iv) Identifying any potential IPs resulting from research.

The IP Committee members as well as the creators can discuss the above-mentioned matters with the RIPRC.

- 2) The creator(s) can approach the designated IP Coordinator of the Institution or the Head of an Innovation Center managed by Gokula Education Foundation (Medical)/ Gokula Education Foundation (Eng. & G.Sc)/ Ramaiah University of Applied Sciences (RUAS) for initiating the procedure related to the filing of IP
- 3) On receiving a request to proceed with IP filing, the IP Committee Coordinator shall provide the creators with the necessary support and

fulfil the adequate compliance namely, providing the necessary inventions disclosure forms/ entering into non-disclosure agreements/ any other form as mentioned in the annexure herewith.

- 4) The IP Committee Coordinator shall ensure that a non-disclosure agreement is entered between the institution and the creator before discussing/collecting information orally/in writing/in any other form related to the invention.
- 5) In case of requests for filing related to patents/designs/semiconductors and Integrated circuits/plant varieties etc. the invention disclosure form hereinafter referred to as IDF shall be collected in the hard copy format in a sealed envelope on giving due acknowledgement.
- 6) In case of inventions suitable for patents/designs/semiconductors and Integrated circuits/plant varieties etc. protection, the IDF shall be forwarded to the patent agent affiliated with the institution for prior art search.
- 7) On receipt of the prior art search report from the patent agent within 15 days from the date of receiving the IDF, the IP Coordinator of the institution shall prepare a brief report which shall include the following aspects:
 - i. Probability of getting statutory IP protection for the creation.
 - ii. Status of ownership and assignment
 - iii. Prospective of commercialisation
 - iv. Scope of statutory protection at multiple jurisdictions
 - v. Need for additional statutory compliance (eg. when the research involves the use of biological resources etc.)

The IP Coordinator of the institution can constitute a committee or panel consisting of experts from the area of invention, law etc. to finalize the same.

Such a report shall be provided to the head of the institution for further compliance with the RIPCRC for documentation.

- 8) On receipt of confirmation from the institutions, the coordinator shall facilitate the necessary mechanism to proceed with IP Filing with the concerned statutory authority.
- 9) On the filing of the application directly/ through the agent/ advocate, the details of the application including the application number and date of filing shall be intimated to RIPCRC.
- 10) Further to which the IP coordinator shall ensure to set in the momentum of the mechanism for the commercialisation of such creation/ intellectual endeavour.
- 11) RIPCRC shall keep track of the status of such applications and necessary information shall be given to the IP coordinators for further compliance and follow-up action.
- 12) Special attention shall be given to determining the ownership of the IP and adequate legal opinion shall be taken from RIPCRC as and when necessary to avoid prospective litigation.
- 13) The IP filing and statutory compliance may be initiated in consultation with the IP Committee coordinator of the respective institution. The creator of an invention can also approach the head of the Innovation Center/ incubation centre/ the Technology Development Fund as the case may be. In such cases, it shall be the duty of such persons overseeing the activities of the Innovation Center/ incubation centre/ the Technology Development Fund to intimate the IP coordinator of the concerned institutions/ RIPCRC about the creation/research eligible for IP protection.
- 14) The Expert Committee shall consist of the Coordinator of RIPCRC or a member designated by such Coordinator, IP Coordinator of the

Institution or the Innovation Center or the Technology Development Fund and any other expert member as decided by the Coordinator, RIPRC.³

Note:

- 1) The creator(s) are advised to approach RIPRC at the Initial stages of the research or upon identification of the scope of the research being new/innovative to take the appropriate step towards protection for IP involved, mainly Patents, Designs etc.*
- 2) Any information shared with RIPRC/ the IP Coordinator of the institution before the signing of a non-disclosure agreement shall only be to the extent of preliminary information and not any other information regarding the IP.*

VII. COMMERCIALISATION OF IP

The decision regarding the commercialisation of Institutional IP(s) shall be made and maintained as per the Institutional Policy or The Technology Development Fund or any other Innovation Center constituted under any institution managed by Gokula Education Foundation (Medical), Gokula Education Foundation (Eng. & G.Sc) including Ramaiah University of Applied Sciences (RUAS). RIPRC will provide the necessary support and guidance through drafting licensing agreements, providing legal opinions etc.

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 Expert Committee members shall be bound by the terms of the Non Disclosure Agreement. Any contravention of the terms of Non Disclosure Agreement shall attract legal liability.

The Innovation Center 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.

The IP coordinator of the institution shall send a monthly update on the status of commercialisation of the inventions/creations which have proceeded to obtain statutory protection.

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, accruing out of the commercial exploitation of the IP, 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. remains with the creator and 40% with the Institution.

In the case of any separate fund maintained by Gokula Education Foundation (Medical)/ Gokula Education Foundation (Eng. & G.Sc), for research, development and commercialization, the revenue sharing may be in accordance with the rules of the respective Funds.

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 the Expert Committee.

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.

XI. PUBLIC DOMAIN⁴

- 1) Institutional IP(s) forms part of the Public Domain in the following circumstance(s):
- 2) If a Research Contract provides that the research results are to be placed into the Public Domain, or
- 3) If employee(s)/visitor(s) make use of Open Educational Resource(s) or resource(s) licensed through Open Source or Creative Commons⁵ License(s) and the licensing conditions require the release of derivative(s) into the Public Domain.
- 4) The Institution will release IP(s) to the Public Domain in the following circumstances:
 - i. Where it is deemed to be in the public interest;
 - ii. If the IP has low commercial or other development potential and low prospects of fostering the development of new products or services; or
 - iii. If deemed necessary by the Institution.

XII. IP PORTFOLIO

RIPRC shall maintain the records of the Institution's IP in an appropriate form with sufficient details.⁶ RIPRC shall monitor the timely payment of any

⁴ WIPO Intellectual Property Policy template for Universities and research Institutions (January 29, 2019) Pg. 13

⁵ 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.

⁶ Refer to Annexure V

maintenance or annuity fees of protected Institutional IP by the Institution and other legal compliances.

It shall be the responsibility of the IP Coordinator of the Institution to coordinate and provide information in matters related to the maintenance of the IP Portfolio/publications related to IP by RIPRC etc..

XIII. COMBINED REPOSITORY

There shall be a combined repository of all the scholarly works published by the employee(s)/student(s) of the institutions of Gokula Education Foundation (Medical), Gokula Education Foundation (Eng. & G.Sc) including Ramaiah University of Applied Sciences (RUAS).

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

XIV. IP AUDIT

RIPRC shall conduct an 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.

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

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 the 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 or potential conflict of interest shall be intimated to RIPC either directly or through the IP Coordinator of the Institution. A license or an assignment of rights for a patent to a company etc. in which the inventor(s) have a stake shall be subject to the approval of the RIPC.

XVI. VIOLATION

Any conduct contrary to 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.

Any employee dealing with any form of confidential information relating to research/innovation/Intellectual property etc. is obliged to deal with such information confidentially and any disclosure made without the written consent of RIPC/ a prior contractual relationship existing between such person(s) and the institution, shall amount to a violation of service rules and shall also attract legal consequences.

XVII. DISPUTE RESOLUTION

Any dispute(s) or question(s) of interpretation arising under this Policy shall, in the first instance, be addressed to the Coordinator, RIPRC. Considering the nature of the dispute(s), the Coordinator, RIPRC shall refer the matter to a suitable mode of Alternative Dispute Resolution. The decision through the Alternative Dispute Resolution mechanism would be final and binding.

In case of reviewing the decision of the matters related to filing for statutory protection of IP, ownership, revenue sharing, Conflict of interest of the members etc. the same shall be decided by a panel consisting of :

- 1) The Chairperson, RIPRC [Chief Executive, Gokula Education Foundation (Eng. & G.Sc)
- 2) Patron, RIPRC [Chief Executive, Gokula Education Foundation (Medical)]
- 3) The Vice-Chancellor, Ramaiah University of Applied Sciences.

All agreements signed by the institutions of Gokula Education Foundation (Medical), Gokula Education Foundation (Eng. & G.Sc) including Ramaiah University of Applied Sciences (RUAS) regarding IP and disputes arising therefrom shall be subject to the legal jurisdiction of the Courts at Bangalore only and shall be governed by the appropriate laws of India.

[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.

ANNEXURE - I

BYE LAWS OF RIPRC

I. PRELIMINARY

The Byelaws of Ramaiah Intellectual Property Rights Cell(RIPRC) shall extend to all matters related to managing intellectual property or the activities of Ramaiah Intellectual Property Rights Cell(RIPRC), IP/IPR committees constituted in any of the institutions of GEF (Medical), GEF (Eng. & Gsc) and Ramaiah University of Applied sciences or any activities involving the generation of intellectual property.

II. RAMAIAH INTELLECTUAL PROPERTY RIGHTS CELL (RIPRC)

The name of the Cell shall be “Ramaiah Intellectual Property Rights Cell” hereinafter referred to as RIPRC or The Cell. RIPRC shall be the nodal agency to facilitate the activities related to intellectual property rights for the institutions of GEF (Medical), GEF (Eng & Gsc) and Ramaiah University of Applied Sciences.

RIPRC shall strive towards ensuring a dynamic ecosystem enabling research, promoting innovation and facilitating interdisciplinary/transdisciplinary perspectives. RIPRC will strive towards the coordination and cooperation between the institutions in all activities involving the possible generation of intellectual property.

All the resources and achievements of RIPRC shall be the collective asset and the cell shall endeavour to keep in mind the collective interests of the institutions of the Ramaiah group.

III. FUNCTIONS OF THE CELL

- i. RIPCRC shall coordinate with the IP/IPR Committee/Club/Society/innovation centre duly established by the members of the head of the institution for the purpose of creating awareness, creation and management of various Intellectual Properties..
- ii. RIPCRC shall manage and facilitate matters related to awareness, creation, management, commercialization, etc., of any form of Intellectual Property across the Ramaiah Group of Institutions in consultation with the concerned stakeholders.
- iii. RIPCRC shall initiate various events and projects that shall create awareness regarding Intellectual Property across the Ramaiah Group of Institutions.
- iv. RIPCRC shall initiate a uniform Intellectual Property (IP) Policy which shall be confirmed by institutions across the Ramaiah Group of Institutions.
- v. RIPCRC shall provide academic support and resources for conducting any activity regarding the promotion and awareness of Intellectual Property across institutions of the Ramaiah Group of Institutions.
- vi. RIPCRC shall manage and carry out the required compliance towards the protection of some form of Intellectual Property created across the Ramaiah Group of Institutions on intimation by the members of the Joint Committee.
- vii. RIPCRC shall provide support with regard to the functioning of the IPR Committee/Club/Society across the Ramaiah Group of Institution's
- viii. RIPCRC shall be the sole authority to get into any MOUs, Agreements or any other Understandings across the Ramaiah Group of Institutions with Governmental/Non-governmental bodies relating to Intellectual Property Rights in consultation with the Executive Body.

- ix. RIPRC shall initiate legal aid programs in the area of Intellectual Property to the public and other independent Organizations.
- x. RIPRC shall conduct seminars, workshops, etc., at regional, national and international levels In the area of IPR.
- xi. RIPRC shall work along with Governmental and Non-Governmental Organizations towards strengthening the Intellectual Property regime in the country.
- xii. RIPRC shall work towards the protection and promotion of Geographical Indications and traditional knowledge.
- xiii. RIPRC shall reach out to the marginalized communities, and promote and protect traditional knowledge, indigenous knowledge, biodiversity in relation to Intellectual Property, cultural expressions, etc.,

IV .COORDINATOR(S) OF THE CELL

Such person(s) nominated jointly by the Chief Executive(medical), GEFChief Executive, GEF(Eng. & G.Sc.) and Vice-Chancellor, Ramaiah University of Applied Sciences, shall be appointed as the Coordinator(s) of RIPRC.

Such Coordinator shall be entrusted with the day-to-day activities and management of the Cell. The coordinator(s) shall be a member of the Executive Body, Joint Committee and Ad hoc Committees.

The Coordinator(s) shall be in charge of all the confidential documents and records of the cell and shall be responsible for their safe custody and other related transactions.

The day-to-day activities of RIPRC shall be managed by the Coordinator(s) in consultation with the Chairperson of the Executive Body.

V. OFFICE OF THE CELL

The office and facilities of the Cell shall be located in the campus of Ramaiah College of Law.

VI. EXECUTIVE BODY

“Executive Body” Shall regulate and manage all the administrative, financial and other functions of RIPRC incidental thereto. The Executive Body shall consist of

1. Patron - The Chief Executive, GEF (Medical),
2. Chairperson - The Chief Executive, GEF (Eng. & GSc.),
3. Member - Vice-chancellor, Ramaiah University of Applied Sciences
4. Member -Principal/Dean/Director of all institutions of GEF (Medical) & GEF (Eng. & GSc.)
5. Member - The Coordinator(s) of RIPRC.

The day-to-day activities of the cell shall be managed by the coordinator(s), RIPRC in consultation with the Chairperson of the Executive body. All orders and instructions to be issued by the Authority shall be under the signature of the Chairperson/ coordinator(s) RIPRC on authorization by the Chairperson.

The Chairperson shall convene and preside over all the meetings of the executive body and shall ensure that all decisions taken by the Executive body are implemented timely and appropriately. The meeting of the Executive body shall be convened by the Chairperson as and when necessary.

The powers and functions of the Executive Body shall include inter alia:

1. Constitution of Advisory Board, Joint Committee, and Ad hoc Committee(s).

2. Supervision of activities of the Advisory Board, Joint Committee and Ad hoc Committee(s)
3. Coordinating and managing, collaborations, extensions, etc., with external bodies.
4. Appointment of staff and availing services for the functioning of the Cell.
5. Coordinate the activities related to finance.

VII. ADVISORY BOARD

The Advisory Board shall consist of such person(s) of expertise from areas related to intellectual property rights and innovation management as appointed by the Executive Body. The “Advisory Board” shall advise RIPC on any aspect related to the activities of the cell and matters incidental thereto.

VIII. JOINT COMMITTEE

“Joint Committee” includes the coordinators/head of the IP/IPR Committee of the institution, Coordinators of innovation centres/ entrepreneur development cells/ centers of the institution etc. Such members shall be duly nominated by the head of the institution.

The managers/coordinators of the Innovation Centers/Technology Development Fund constituted by any of the Gokula Education Foundation Trusts, shall be ex-officio members of the Joint Committee.

IX. IP/IPR COMMITTEE/CELL/SOCIETY/INNOVATION CENTERS

The institutions of GEF (Medical), GEF (Eng & Gsc) including Ramaiah University of Applied Sciences shall have an IP/IPR Committee preferably or an IPR club/society constituted at the Institutional level. The committee shall coordinate all the activities related to IPR for the institution.

The Committee shall consist of a Coordinator and not less than three members. The constitution and structure of such a body shall be at the sole discretion of the head of the institution. The composition of the committee, along with any changes made thereafter, shall be intimated to RIPRC.

The Committee shall prepare an annual action plan to finalize the activities for an academic year and the report of the same shall be duly forwarded to RIPRC.

The Committee shall convene regular meetings for the smooth implementation of the policy and activities related to the promotion of Innovative research in the institution.

X. QUALIFICATION OF COORDINATORS AND MEMBERS OF THE IP/IPR COMMITTEE/CELL/SOCIETY/INNOVATION CENTERS

The head of the institution while selecting the IP Coordinator shall ensure

- 1) That she/he shall have sufficient research experience in their respective domain.
- 2) That she/he shall have prior experience or interest in matters related to innovation/research/ intellectual property rights etc.
- 3) That the faculty members handling courses related to IPR or the head/coordinators of the innovation/incubation centres/cells shall be given preference.
- 4) That the coordinator shall be able to devote sufficient time towards the activities related to IP/innovation etc. either at the institution/ RIPRC/ for any external collaborations/ events etc.

The head of the institutions shall while nominating the members of the IP/IPR committee/cell/ society shall ensure that:

- 1) Preference shall be given to the faculty members handling courses related to IPR/ IP management etc. or the head/coordinators of the innovation/incubation centres/cells in order to enable them to accumulate industry experience and accustom themselves to the Statutory compliance relating to IP.
- 2) That such person will be able to devote sufficient time towards the specific activities conducted by RIPRC/the IP Committee/ being part of research projects related to IPR etc.

The powers and functions of the Coordinator, IP/IPR committee/ cell/society/ innovation centres of the institution shall be

- 1) Management of IPR Clubs/Committee/Society institutions from where they are being nominated in consultation with the Head of the Institution.
- 2) To be the nodal point of communication between the institution and RIPRC regarding any of the activities thereto related to intellectual property.
- 3) To coordinate with the RIPRC for activities related to the promotion, creation, management, etc., of various Intellectual Properties and activities thereto across the campus and outside which are in furtherance to the vision and mission of RIPRC.
- 4) To provide research and extension support depending on the area of expertise to RIPRC or to any of the Governmental/Non-governmental bodies working in collaboration with RIPRC.
- 5) Receiving point of IP applications/ consultations etc. from the staff and students of the institution
- 6) Decision-making regarding any matters related to IP in consultation with the head of the institution as per the existing policy & regulations.

- 7) Coordination with RIPRC in terms of implementation of the IP policy
- 8) Maintaining the Documents regarding all activities related to IP of the Institution including the statistics of IP filing etc.
- 9) Coordinating with the Coordinator of RIPRC for matters related to, Programmes on IPR, IP Audit, Providing information on IP filing etc.
- 10) Preparation of monthly and annual reports, providing necessary support during the IP audit etc.

The members of the IPR Committee shall coordinate and assist the Coordinator of the Committee in the smooth functioning of duties and responsibilities.

XI. INTERNSHIP

1. The representatives of the institutions that are part of RIPRC, shall be informed regarding internship opportunities for the students of their institute, upon which they may nominate interested students for internship in RIPRC. The nominated candidate(s) shall go through a selection process as specified by RIPRC.
2. Notwithstanding anything contained above, the internship program shall be open to students of institutes outside GEF, as and when notified by RIPRC.
3. The decision of the Coordinator(s) shall be final regarding any matter contained in this Chapter.
4. The candidate(s) selected by RIPRC after the selection procedure shall be governed by the “Internship Guidelines”.

XII. MEETINGS

The Executive body shall meet at least once every year.

The meetings of the Joint Committee shall be held as and when necessary. Such meetings shall be open to the members of the Advisory Board/Head of the institution/any of the management nominees.

The IPR Committees of the Institution shall meet at least once in two months. It shall be the responsibility of the Coordinator of the institution to intimate RIPRC about such meetings and ensure the presence of RIPRC nominees at such meetings. On completion of the meeting, the minutes of the meeting shall be shared with RIPRC

The date and venue of the meeting will be intimated by the coordinator(s), RIPRC.

XIII. FINANCE

There shall be a separate annual budgetary allocation by Ramaiah College of Law for the day-to-day functioning of the Cell.

The accounts for such budgetary allocation shall be maintained separately by the account section of the nodal agency.

Any expenses incurred by the institution for filing, management, and availing services related to intellectual property shall be borne by the institution,

XIV. MAKING OF POLICY/REGULATIONS/ RULES etc.

The power to make or amend this policy, bylaws, rules, regulations, etc.



regarding the functioning of the Cell or any matter related to IP vests with the Executive Body, RIPRC. Such amendments shall be consistent with the existing laws/regulations/rules/policy etc. of the Government of India and the State of Karnataka.



ANNEXURE- II

MODEL IP CLAUSE FOR THE EMPLOYMENT CONTRACTS

“Disclosure of Discoveries, Inventions etc.

- 1. All rights and title to inventions, improvements and discoveries made or conceived by the employee, in whole or in part, whether or not patentable or copyrightable, created during the period of employment shall be owned by the Institution.*
- 2. The employees are required to disclose promptly to the University in writing all inventions and discoveries, whether patentable or not, created during or before the period of employment, in order to facilitate the discovery or invention.”*



ANNEXURE- III

INVENTION DISCLOSURE FORM

This form shall be used by the researchers/inventors/ staff/ students of any institution of the Gokula Education Foundation (GEF) including the Ramaiah University of Applied Sciences for obtaining IP protection for any innovation.

The form is to serve the following objectives:

- Help the Researchers, Inventors, concerned institutions etc. to elucidate the details of the invention in a simple, structured and complete manner.
- To extract data related to the invention in a way to allow a person not familiar with the allied technology to understand the disclosed invention
- To help RIPRC in assessing its patentability and aiding the experts in drafting Patent applications etc. in required instances.

This invention disclosure form contains information that is proprietary and highly confidential. Unauthorized access, possession or distribution is strictly prohibited.

GUIDELINES

- 1) Disclose the inventions to the fullest in simple language
- 2) The invention must be explained with adequate reference to properly labelled drawings, flowcharts etc
- 3) Try to use ordinary and known ethical terms. In specific circumstances, the use of an unusual term with the appropriate definition is allowed.
- 4) Please do not limit yourself only to the specific method/process, formulation/ composition, product/device or prototype that you have invented while disclosing your invention but also consider all the

possible identifying modifications/alternatives of your invention. Kindly explain all the identified modifications/alternatives in detail as well.

Note

- 1) Please remember your competitors could easily design around your invention and can come up with alternatives/modifications when the details have not been properly disclosed in the IDF and which may provide your competitors with competitive advantages over your invention.
- 2) The best way you could think of the alternatives/modifications is to consider yourself as your own competitor!!

PART- I Details of the Inventor(s)

1.1.	Name of the first inventor (Surname followed by first and middle Name)	
1.2	Institution	
1.3	Department	
1.4	Designation/ Year of Study	
1.5	Contact No	
1.6	E- Mail	

1.1	Name of the Second inventor (Surname followed by first and middle Name)	
1.2	Institution	
1.3	Department	
1.4	Designation/ Year of Study	
1.5	Contact No	
1.6	E- Mail	

1.1	Name of the Third inventor (Surname followed by first and middle Name)	
1.2	Institution	
1.3	Department	
1.4	Designation/ Year of Study	
1.5	Contact No	
1.6	E- Mail	

1.1	Name of the Fourth inventor (Surname followed by first and middle Name)	
1.2	Institution	
1.3	Department	
1.4	Designation/ Year of Study	
1.5	Contact No	
1.6	E- Mail	

PART II BACKGROUND INFORMATION ABOUT THE INVENTION

1. Brief background of the technology basing the invention
2. Area(s) of application and utility of the invention
3. Have you conducted any prior art searches? (Can include patents and patent applications, published literature, catalogues, articles, etc.)

4. What are the existing problems in the State of the Art that the invention is trying to solve? Were there any previous attempts? If so, how and by what means and what are their deficiencies/lacunae/drawbacks? How does your invention eliminate/tackle the above-mentioned issues?

PART- III DETAILS OF THE INVENTION

1. Short title of the Invention (Minimum 10 words with clarity and Succinct)

2. What is the nature/category of your invention (an apparatus/device/system; method/process; formulation/composition; or combination of any of the mentioned)

3. Objectives of the invention

4. Working of the invention

5. If the invention being a 'Novel' process/method steps-

- a. Elucidate all the process/method steps and explain each step in detail with all the process parameters. Also, provide a detailed

description of how your invention operates when all the process/method steps are executed. Most importantly, please explain how these steps, when executed, achieve beneficial results like synergistic effect, yield, etc. with respect to the known processes.

Note: Please attach drawings and flow charts explaining the process/method steps. Provide experimental data and/or graphical data (if available) in support of the obtained beneficial results.

b. The invention being a 'novel' apparatus/device/ system-

Please list out the various components and technical features of the Apparatus/Device/System. Please explain the functions of the components and technical features, establish their connectivity with each other, and explain the operation of the device/apparatus/system.

Note: Please attach drawings, photographs and diagrams of the actual device or prototype, including computer-generated prototypes. Please ensure that side, front, top-bottom, and perspective isometric views of the device/prototype are provided

c. If the invention is a 'novel' Formulation/Composition-

Please list out the various components and constituents of the Formulation/Composition. Please mention the

concentrations/range of concentrations of each of the components and constituents and explain the working of the invention by describing how the various components interact with each other. Most importantly, please explain how these components interact with each other to give a beneficial result i.e., synergistic effect, higher purity, lesser toxicity, etc.(Please attach additional sheets if the space provided herein is not sufficient)

Note: Please attach relevant drawings. Provide experimental data and/or graphical data in support of the obtained beneficial results.

d. What are the novel features/ steps of your Invention ?



e. What are the advantages of your invention?



f. What is the primary business or product application of your invention? Are there other business or product applications that might extend past your immediate focus?

g. What could be the possible Modifications/Alternatives of your invention, if any? Think of yourself as a competitor of your invention.

- h. Has the invention been made and/or tested? Please provide details of any working example(s) that you would have.

PART- IV LEGAL INFORMATION RELATING TO THE INVENTION

1. When did you first conceive the idea and started working on the invention?
2. What is the current stage of the Research/invention? (in the form of a concept/partially developed/completely developed/prototype ready/ready for commercial launch, etc.)
3. Are you planning for disclosure of the invention? If YES, provide - approximate dates/locations/mode.
4. Has the invention been part of any commercial production? (If YES, provide the details and the date of the first production)
5. Has the invention ever been disclosed partially or completely in news, magazines, journals, academic and other publications, or demonstrated publicly (including Exhibitions) at conferences, on the web, any third party (such as suppliers, fabricators, collaborators),

offered for sale, oral disclosures, etc?

If YES, please provide the details

Was the event governed by an executed agreement, e.g. a confidentiality agreement? Yes/No

(If YES, attach the relevant documents)

6. Is this invention in continuity/modification to an earlier-filed Patent Application? If YES, provide the details.



7. Is the invention going to be a joint project/arrangement etc between your Institution and any other third entity/person? Yes/No

(If YES, please provide details)

8. Has the invention potential of being licensed? Have you identified any potential license for the invention? If YES, provide the details.

9. Are there any contributors, within and outside the Institute, who contributed to the conceptualization and/or reduction of the practice of

your invention? The contribution should be more than a purely mechanical way. If YES, please provide their names.

PART- IV: MISCELLANEOUS INFORMATION

Attestation:

I/We hereby declare that the above-mentioned information is true and correct.

I/We understand that in accordance with my/our terms of employment and associated agreement (s), the intellectual property rights to this invention belong to.....

1. Inventor 01 (Full name, Signature with date)

2. Inventor 02 (Full name, Signature with date

Remarks on the invention by the HoD/ Head of the institution/ IP Coordinator

Non-Disclosure Clauses

1. The Information disclosed by the disclosing party shall be confidential and shall not be disclosed at any given point to whomsoever provided the same shall be disclosed if it is required from the Governmental Department/Agencies or Court of Law.



2. The information shall only be disclosed to the authorized individuals of the Ramaiah Intellectual Property Right (IPR) Cell.

Disclosing Party

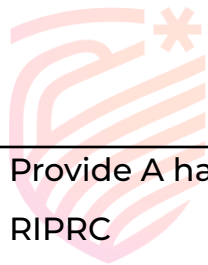
Receiving Party:- Coordinator, IPR Committee

Name:

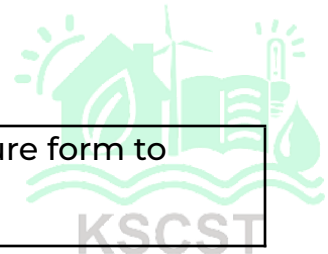
Name:

Signature:

Signature



RAMAIAH
Intellectual Property
Rights Cell



Provide A hard copy of the duly signed invention disclosure form to
RIPRC

ANNEXURE IV

NON-DISCLOSURE AGREEMENT

This Patent (Invention) Non-Disclosure Agreement (the “Agreement”) is entered into by and between (“Disclosing Party”) and (“Receiving Party”).

The parties agree to enter into a confidential relationship with respect to preventing the unauthorized disclosure of certain proprietary and confidential information (the “Confidential Information”), as defined below;

1) Definition of Confidential Information (Written or Oral)

For purposes of this Agreement, “Confidential Information” means all information howsoever communicated/ exchanged by and between Inventor and Institution relating to the purpose including but not limited to data, formulate, process, designs, sketches, components, parts, photographs, drawings, specifications, techniques, software samples and any information ascertainable by the inspection or analysis of samples.

Information disclosed hereunder will at all times remain the property of the Institution.

2) Exclusions From Confidential Information

Receiving Party’s obligations under this Agreement shall not extend to information that is

- a) publicly known at the time of disclosure under this Agreement or subsequently becomes publicly known through no fault of the Receiving Party;

- b) discovered or created by the Receiving Party prior to the time of disclosure by Disclosing Party, or
- c) otherwise learned by the Receiving Party through legitimate means other than from the Disclosing Party or anyone connected with the Disclosing Party.

3) Obligations of the Inventor

- a) The inventor shall keep the information in the strictest confidence at all times
- b) The Inventor shall in respect of the information, use the same or higher degree of care and in any event will use his best efforts to ensure that information is not disclosed, in whole or in part, to any third party, except where expressly permitted in writing by the Institution.

4) Limitation on Use by the Inventor

Inventor(s) shall not without the prior written consent of the Institution disclose information to any other party and then only on a need-to-know basis, who has been made aware that the information is confidential and to whom the disclosure is necessary for the purpose. The inventor will procure an undertaking from each individual recipient to be bound by the obligation of the confidentiality bound by herein.

5) Obligations of Receiving Party

The Receiving Party shall hold and maintain the Confidential Information of the other party in strictest confidence for the sole and exclusive benefit of the Disclosing Party until it will be published. The Receiving Party shall carefully restrict access to any such Confidential Information to persons bound by this Agreement, only on a need-to-know basis. The Receiving Party shall not, without prior written approval of the Disclosing Party, use for the Receiving Party's own

benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information. The Receiving Party shall return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to the Confidential Information immediately on the written request of the Disclosing Party.

Return of Confidential Information: All information provided by the Disclosing Party shall remain the property of the Disclosing Party. Receiving Party agrees to return all Confidential Information to the Disclosing Party within 5 days of written demand by the Disclosing Party. When the Receiving Party has finished reviewing the information provided by the Disclosing Party and has made a decision as to whether or not to work with the Disclosing Party, the Receiving Party shall return all information to the Disclosing Party without retaining any copies.

6) Term

This Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until _____ or until whichever of the following occurs first:

- a) Disclosing Party sends Receiving Party written notice releasing it from this Agreement, or
- b) Confidential Information disclosed under this Agreement ceases to be confidential.

7) No Intellectual Property Rights Granted

This Agreement does not constitute a grant or does not create an intention or commitment to grant any right, title or interest in the Disclosing Party's

innovations with respect to intellectual property, or the Confidential Information, revealed to the Receiving Party

8) General Provisions:

- a) Relationships:- Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
- b) Severability:- If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted as best to the intent of the parties.
- c) Integration:- This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.
- d) Waiver :- The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- e) Injunctive Relief:- Any misappropriation of Confidential Information in violation of this Agreement may cause any irreparable harm to the Disclosing Party, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Disclosing Party deems appropriate. This right of the Disclosing Party is to be in addition to the remedies otherwise available to the Disclosing Party.

9) Governing Law

This Agreement shall be governed in accordance with the Indian Legal System

10) Jurisdiction

The parties consent to the exclusive jurisdiction and venue of the courts located in Bangalore in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise

11) Successors & Assignees

This Agreement shall bind each party's heirs, successors and assignees. Receiving Party may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Disclosing Party. However, no consent is required for an assignment or transfer that occurs:

- a) to an entity in which the Receiving Party owns more than fifty percent of the assets; or
- b) as part of a transfer of all or substantially all of the assets of the Receiving Party to any party. Any assignment or transfer in violation of this section shall be void.

Disclosing Party / Inventor
Receiving Party / Institution

By :

Signature:

By:

Signature:

ANNEXURE V

PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made on this _____ day of _____, 20__, by and between _____ (the “Employer”/“Assignor”), and _____ (the “Employee”/“Assignee”) (collectively the “Parties”).

WHEREAS, the Employee has invented (describe invention briefly - consider using language from the patent claim) (the “Invention”), during the course of his employment with the Employer and has been granted Patent for said invention with Patent No. _____ (the “Patent”), granted on the patent application filed with Patent and Trademark Office vide Patent Application Number _____

WHEREAS, Employer/ Assignor wishes to transfer all the rights and interest in the Patent related to the invention by the Employee during the course of employment to Employee/Assignee and the Employee/Assignee wishes to acquire all the rights and interest in his/her patented invention.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment:-* Employer/Assignor hereby assigns to Employee/Assignee, and its successors, representatives and assigns, all right, title and interest in the Patent including all reexaminations, extensions and reissues thereof. .

2. *Patent Status*:- Employee/Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent is invalid or unenforceable shall not give rise to a cause of action against the Employer/Assignor under this Agreement.
3. *Governing Law*:- This Agreement shall be construed in accordance with, and governed in all respects by, the laws of India.
4. *Notice* :- Any notice required or any other further communication pursuant to this Agreement can be given in the address as follows:



If to the Employee/ Assignee:

5. *Entire Agreement*:- This Agreement constitutes the entire agreement between the Employer/Assignor and Employee/Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises,



conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

The parties have caused this Agreement to be executed on the day and year as above written in the beginning of this agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed in duplicate originals by their duly authorized representatives as of the day and year first above written.

EMPLOYER/ASSIGNOR

EMPLOYEE/ ASSIGNEE



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Rights Cell



Name

Name

State

State

Country

Country

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT



_____ is personally known to me and he is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 20____.

Signature of Notary Public



(Seal)

RAMAIAH
Intellectual Property
Rights Cell



Printed Name of Notary

ANNEXURE VI

COLLECTION OF INFORMATION FOR IP PORTFOLIO -FORMAT

SL. NO.	PATENT/COPYRIGHT/TRADEMARK NO./APPLICATION NO.	DATE	TITLE OF THE INVENTION/WORK	APPLICATION	INVENTOR/CREATOR	STATUS
1.						
2.						
3.						



ANNEXURE VII

REQUEST FOR REGISTRATION OF TRADEMARK

Date:

Name	
Institution	
Address	
Mobile No	
E-Mail ID	
Nature of Applicant	
Purpose of Application	
Nature of Goods/ Service	
Description of Goods	
Description of Symbol	

Non- Disclosure Clauses

1. The Information disclosed by the disclosing party shall be confidential and shall not be disclosed at any given point to whomsoever, provided the same shall be disclosed if it is required from the Governmental Department/Agencies or Court of Law.
2. The information shall only be disclosed to the authorized individuals of the Ramaiah Intellectual Property Right (IPR) Cell.



After the adequate consultation with the concerned persons and the perusal of documents, we will revert to you within 15 days and we hereby acknowledge the receipt of your application.

Name:-

Date:-

Designation:-



ANNEXURE VIII

REQUEST FOR REGISTRATION OF COPYRIGHT

Date:

Name	
Designation	
Institution	
Mobile No.	
E-Mail ID.	
Title of Work	
Nature of Work of Author	
Whether the work is published? (If published, mention the details of publication)	
Description of Work	
Signature	

Non- Disclosure Clauses

1. The Information disclosed by the disclosing party shall be confidential and shall not be disclosed at any given point to whomsoever provided the same shall be disclosed if it is required from the Governmental Department/Agencies or Court of Law.
2. The information shall only be disclosed to the authorized individuals of the Ramaiah Intellectual Property Right (IPR) Cell.



After the adequate consultation with the concerned persons and the perusal of documents, we will revert to you within 15 days and we hereby acknowledge the receipt of your application.

Name:-

Date:-

Designation:-



ANNEXURE IX

PROCEDURE FOR THE FACILITATION OF PATENT FILING

