



S. P. MANDALI's
RAMNARAIN RUIA AUTONOMOUS COLLEGE

POLICY FOR PROTECTION OF INTELLECTUAL PROPERTY RIGHTS



Name of the organization: S P Mandali's Ramnarain Ruia Autonomous College

Policy Number: RRAC-Acad P-7

Title of the Policy: Policy for protection of Intellectual Property Rights

Effective Date: 11.03.2022

Last Revision Date: 2022

Responsible Party: Principal, Management, Dean- Research, Consultancy &
Innovations, Vice-Principals, IQAC

Scope and Audience: Faculty

This policy has been drafted by:

Prof (Dr.) Anushree Lokur,

Adheesh Nargolkar, Khaitan and Co,

Dr. Mrudula Bele, Associate Professor, Pharmaceutics, M.V.P. College of Pharmacy, Nashik

The policy outlined in this document is expected to fulfill the commitment of the college to promote academic freedom and provide a conducive environment for research and development.

The intangible assets of an organization - such as knowhow, inventions, brands, designs and other creative and innovative products - are, today, often more valuable than its physical assets. Keeping this in mind, this Intellectual Property Rights Policy of the Ruia College seeks to provide guidance to academic and non-academic staff, students, scholars, and outside agencies on the practices and the rules of the Institute regarding intellectual property rights (IPR) and obligations which include the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements

Objectives

- To provide framework to foster innovation and creativity in the areas of technology, science and humanities among the Ramnarain Ruia Autonomous College, by nurturing new ideas and research in an ethical environment
- To protect IP rights generated by faculty/personnel, students and staff of the Ramnarain Ruia Autonomous College.
- To lay down an efficient, fair, and transparent administrative process for ownership control and assignment of IP rights, and revenue sharing generated by IP created and owned by Ramnarain Ruia Autonomous College
- To lay down guidelines about disclosure of IP filings by the inventor(s)/organization(s) to the Govt agency who have funded the research
- To promote Industry-academia collaboration through better clarity on IP ownership and IP licencing
- To create a mechanism for knowledge generation and its commercial exploitation to

augment the self-sustenance goals of the Ramnarain Ruia Autonomous College, and the establish a procedure for rewarding its researchers

Scope

- The policy shall be applicable to all IP created by the Ramnarain Ruia Autonomous College, as well as all IP rights associated with them
- The policy shall be applicable to researchers who have established a legal relationship with Ramnarain Ruia Autonomous College. The legal relationship can be by virtue of provision of law/ collective agreement/ individual agreement
- The policy shall not be applicable when the researcher has entered into an explicit legal arrangement contrary to the provisions of this policy prior to the effective date of implementation of this policy

Description of Terms

Author: An author is as defined under Section 2(d) of the Copyright Act, 1957

Which mentions:

- (1) In relation to a literary or dramatic work, the author of the work;
- (2) In relation to a music work, the composer;
- (3) In relation to artistic work other than a photograph, the artist;
- (4) In relation to photograph, the person taking the photograph, the artist;
- (5) In relation to a cinematograph film or sound recording, the producer; and
- (6) In relation to any literary, dramatic, musical or artistic work which is computer-generated, the person who causes the work to be created

Collaborative Activity: is the research undertaken by the personnel in academic institution, in cooperation with industry and/or another researcher(s), who are not the personnel from the academic institution.

Creator: means the researcher who contributed to the creation of the Intellectual Property (IP) (essentially copyrights, designs, etc.).

External Partners: includes Government of India, State Government(s), Local Self-Governments, Government Departments, Foreign Governments, International Organizations, Public Sector Undertakings (PSUs), all types of Private Sector Organizations, Multinational Corporations, Non-Governmental Organizations, and/or other institutions that provide research projects or consultancy assignments to researchers on regular or irregular basis; or any combination(s) of the above.

- (1) **Moral Rights:** Moral rights are enshrined under the aegis of Section 57 of the Copyright Act, 1957. They are the author's or creator's special rights which include: the right to

paternity and the right to integrity. Independently of the author's copyright and even after the assignment either wholly or partially of the said copyright, the author of a work shall have the right –

(a) to claim authorship of the work; and

(b) to restrain or claim damages in respect of any distortion, mutilation, modification or other act in relation to the said work which is done before the expiration of the term of copyright if such distortion, mutilation, modification or other act would be prejudicial to his honour or reputation: Provided that the author shall not have any right to restrain or claim damages in respect of any adaptation of a computer programme to which clause (aa) of sub-section (1) of section 52 applies. Explanation. Failure to display a work or to display it to the satisfaction of the author shall not be deemed to be an infringement of the rights conferred by this section.

(2) The right conferred upon an author of a work by sub-section (1), other than the right to claim authorship of the work, may be exercised by the legal representatives of the author.

Intellectual Property: Intellectual Property, as provided under Article I of the Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS), refers to all categories of intellectual property that are subject of Sections 1 to 7 of Part II of the TRIPS Agreement.

Intellectual Property Rights: means ownership and associated rights relating to aforementioned Intellectual Property, 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. The IPRs recognized in India are broadly listed below:

- Patent: As defined under Section 2(m) of the Patents Act, 1970.
- Copyright: Copyright is a right given to creators of literary, dramatic, musical and artistic works and producers of cinematograph films and sound recordings. Works are as defined under the Copyright Act, 1957.
- Trademark: As defined under Section 2(zb) of the Trademarks Act, 1999
- Design: As defined under Section 2 (d) of the Designs Act, 2000.
- Semiconductor Integrated Circuit: As defined under Section 2(r) of the Semiconductor Integrated Circuits Layout Design Act, 2000.
- Plant Variety: It is governed by the Protection of Plant Variety and Farmers Rights Act,

2001. It recognizes the contributions of both commercial plant breeders and farmers in plant breeding activity and also supports the specific socio-economic interests of all the stakeholders including private, public sectors and research institutions, as well as resource- constrained farmers.

- Geographical Indication: As defined under Section 2 (e) of the Geographical Indications Act, 1999.

Inventor: means the researcher who contributed to the creation of the Intellectual Property (essentially patents).

Research: Ownership rights over IP generated in academic institutions may vary as per source of funding, for the research through which IP was generated. Hence, it is important to understand the different contexts in which IP may be generated within the academic institutions. Some of the important contexts in which they produce IP are:

1. Research undertaken by a researcher in the normal course of his/her engagement/ appointment with the academic institution, utilising resources of the institution. This includes, but is not limited to, use of space, facilities, materials, or other resources of the academic institution, specific monetary support for research through grants or fellowships, funds for procuring books/ equipment or materials for specific research projects, and creation/ modification of infrastructure like labs for the specific needs of research.
2. Research undertaken by a researcher in collaboration with an external partner. This support from external partners includes, but is not limited to, specific monetary support given for research through grants or fellowships.

Researcher: means;

- i) persons employed by the academic institution, including student employees and technical staff;
- ii) students, including undergraduate, postgraduate, doctoral and postdoctoral students of the academic institution;
- iii) any persons, including visiting scientists;
- iv) who use the resources of the academic institution and who perform any research task at the academic institution or otherwise participate in any research project(s) administered by the academic institution, including those funded by external sponsors. Wherever

different conditions are applicable for any of the sub-categories of researchers, they are specifically mentioned in the guidelines.

Research Agreement: May refer to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by researchers and/or IP created at the academic institution.

Royalty: It is the payment made to an inventor/author or an institution for legal use of a patented invention or any intellectual property when licensed.

Sufficient Disclosure: It means providing a detailed description of features essential for carrying out the invention, in order to render it apparent how to put the invention into practice to a person skilled in the art.

Things to Remember

- (i) **Publication/ Display in Public Exhibition of Invention before Filing for Patent:** Generally, an invention, if published or publicly displayed cannot be patented, as such publication or public display leads to lack of novelty. Under certain circumstances, the Indian Patents Act, 1970, provides a grace period of 12 months for filing of patent application from the date of its publication in a journal or its public display in an exhibition organized by the Government or disclosure before any learned society or published by the applicant. The detailed conditions are provided under Chapter VI of the Patent Act (Sections 29 – 34).
- (ii) **Inventions/ Innovations that cannot be patented:** Innovations/ Inventions falling under the category of Sections 3 and 4 of the Indian Patents Act, 1970 cannot be patented in India.

Sections 3 and 4 of the Indian Patents Act, 1970, specifically state exclusions to what cannot be patented in India. They are:

Section 3 – What are not inventions

Section 4 – Inventions relating to atomic energy not patentable

- (iii) **Acts that do not constitute copyright infringement:** Section 52 of the Indian Copyright Act, 1957, specifically states certain acts as not being infringement of copyright. The “doctrine of fair dealing” envisaged under section 52 of the Indian copyright law allows certain use(s) of copyrighted works in special cases such as: private use for the purpose of

education, research, critique, review, etc.

- (iv) **Attribution or Citation should be done wherever references have been sourced from other work(s):** Copying or using any work from an already published or non-published work whether digital or in physical form, should be rightly attributed and referenced to the original source. Unless allowed as “fair dealing”, copying should not be done without obtaining required permissions/ licenses from the author/ creator. Remember, plagiarism is not only immoral, it is also illegal.
- (v) **Keep a record of all legal and related documents:** All agreements which are to be entered into with co-creators/ inventors / third parties should be documented properly to establish the ownership of any IP created. Additionally, keep a record of all documents relating to the IP, since the expressed inception of the idea.
- (vi) **Rain check regarding names/ brands before choosing a trademark:** A prior public search for trademarks would prove beneficial before choosing a name or a brand name. This would aid in checking whether the same has been registered already as a trademark.

Ownership of IP

The ownership rights on IP may vary according to the context in which the concerned IP was generated. In this regard, a two-tier classification is provided:

I. PATENTS

- i. All inventions whether made by student/ researcher/ faculty (in furtherance of their responsibilities with the Ramnarain Ruia Autonomous College), developed by utilizing the resources of the Ramnarain Ruia Autonomous College, or with the mix of funds, resources and/or facilities of the Ramnarain Ruia Autonomous College, shall ordinarily be vested with the S.P. Mandali’s Ramnarain Ruia Autonomous College.
- ii. If the Ramnarain Ruia Autonomous College, by way of a committee appointed by the Principal determines that an invention was made by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the Ramnarain Ruia Autonomous College and was conceived or reduced to practice without the use of resources of the Ramnarain Ruia Autonomous College, then the invention shall vest with the individual(s)/ inventor(s).

II. COPYRIGHT

- i. The ownership rights in scholarly and academic works (like books, review reports etc.) generated not directly utilizing resources of the Ramnarain Ruia Autonomous College but under project agreement with an external governmental or non-governmental agency(ies) and the author(s) claim(s) explicit affiliation to Ramnarain Ruia Autonomous College, shall ordinarily be vested with the author(s). Ramnarain Ruia Autonomous College, however, retains the right to cite / refer to it in College reports, academic programs, training programs and copy(ies) of the work should be made available in the College Library. The author(s) must indemnify the College and the authorities against any disrepute / damages / loss etc. arising out of the said work.
- ii. The ownership rights in scholarly and academic works generated utilizing resources of the Ramnarain Ruia Autonomous College, including books, articles, student projects / dissertations / theses, lecture notes, audio or visual aids for giving lectures shall ordinarily be vested with the author(s).
- iii. The ownership rights in lecture videos or Massive Open Online Courses (MOOCs), films, plays, and musical works, institutional materials including, but not limited to, course syllabi, curricula, exam questions, exam instructions, and papers/reports specifically commissioned by the Ramnarain Ruia Autonomous College, shall ordinarily be vested with the Ramnarain Ruia Autonomous College. The moral rights shall continue to vest with the author(s) wherever applicable.

III. TRADEMARKS

- i. The ownership rights in all trademarks involving the Ramnarain Ruia Autonomous College shall ordinarily be vested with the Ramnarain Ruia Autonomous College. The name of the college and its logo may be used with prior permission of the Principal of the college.
- ii. If the Ramnarain Ruia Autonomous College by way of a committee appointed by the Principal determines that the creator of the trade mark was created by an individual(s) on his/ her own time and unrelated to his/ her responsibilities [e.g. name of a company/ start-up venture by the student(s)], then the right to the same shall ordinarily be vested with the said individual(s).

IV. INDUSTRIAL DESIGNS

- i. All industrial designs whether made by student/ researcher/ faculty (in furtherance of their responsibilities with the Ramnarain Ruia Autonomous College) developed by utilizing the resources of the Ramnarain Ruia Autonomous College, or with the mix of funds, resources and/or facilities of the Ramnarain Ruia Autonomous College, shall ordinarily be vested with the Ramnarain Ruia Autonomous College.
- ii. If the Ramnarain Ruia Autonomous College by way of a committee appointed by the Principal, determines that the industrial design was created by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the Ramnarain Ruia Autonomous College and was conceived or reduced to practice without the use of resources of the Ramnarain Ruia Autonomous College, then the industrial design shall vest with the individual(s).

V. SEMICONDUCTOR INTEGRATED CIRCUITS AND PLANT VARIETY

- i. The ownership rights over integrated circuits and plant varieties, with the utilization of resources of the Ramnarain Ruia Autonomous College, shall vest with the Ramnarain Ruia Autonomous College.
- ii. If the Ramnarain Ruia Autonomous College by way of a committee appointed by the Principal, determines that the semiconductor integrated circuit layout design or plant variety was created by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the Ramnarain Ruia Autonomous College and was conceived or reduced to practice without the use of resources of the Ramnarain Ruia Autonomous College, then the semiconductor integrated circuit layout design or plant variety shall vest with the individual(s).

IP Generated from Research Conducted with External Partners

- i. With regard to research conducted in collaboration with external partners, ownership of IP shall be determined as per the terms and conditions in the agreement signed between the concerned parties. However, unless agreed upon explicitly, the Ramnarain Ruia Autonomous College shall retain perpetual, royalty free license to use the IP for research and educational purposes.
- ii. In the absence of a specific agreement between the Ramnarain Ruia Autonomous College, and the external partner, who is providing support for research, the IP rights

shall be shared amongst the concerned parties, similar to the royalty proportion set out under “*Licensing and Revenue Sharing*” section in these guidelines.

Commercialisation and Benefit Sharing

Types of IP Licensing and Assignment

The Ramnarain Ruia Autonomous College should use the mechanism of licensing, so that ownership rights on the IP shall be retained without hindering the prospects of commercialization. Given below are some types of licensing that may be used:

1. **Exclusive licensing:** The licensor licenses the IP solely to one licensee. In other words, the licensee will be the only one authorized by the licensor to use and exploit the IP in question. To the extent possible, exclusive licenses should be avoided.
2. **Exclusive licensing to a specific Region:** The licensor is permitted to enter into agreements with more than one entity for use and exploitation of the IP but each licensee is allowed to use the IP only within specified geographical region and the area demarcated to each licensee will not overlap.
3. **Non-exclusive licensing:** The licensor is permitted to enter into agreements with more than one entity for use and exploitation of the IP. In other words, the same IP may be used by different licensees at the same time for the same purpose or for different purposes.
4. **Sub-licensing:** This is applicable when a licensee wishes to further license the IP to another party(s). Permissions pertaining to sub-licensing need to be clarified explicitly in the agreement between the UoM(s)/ researchers and licensee(s).
5. **Transfer of Know-how:** The licensor is permitted to enter into agreements with one or more entities, but the licensees are provided only with the know-how of application or usage of the IP but not the IP itself. The licensee is thus, using either a part of the IP or an extended application of the IP.

Encouraging Entrepreneurship and Start ups

For the purpose of promoting and encouraging entrepreneurial activities by its staff, the Ramnarain Ruia Autonomous College, by way of a committee appointed by the Principal may reassign, under an agreement, its ownership of an intellectual property to the inventor(s) or creator(s) of the property, who opt to market, protect and license it on their own with minimal involvement of the Ramnarain Ruia Autonomous College. The fees to be paid to the Ramnarain Ruia Autonomous College by the assignee consist of all patenting and licensing expenses and appropriate amount of royalties, equity or other value received by the inventor(s) or creator(s).

In case of a start-up/ venture set up by a researcher with the College's incubation center (RCIIE) it would be exempted from any upfront fee and/or royalty accrued to the Ramnarain Ruia Autonomous College.

Licensing Agreements and Revenue Sharing

Research outputs generated as a result of utilisation of resources of the Ramnarain Ruia Autonomous College

- i. The Ramnarain Ruia Autonomous College may enter into revenue sharing agreement(s) with the researcher(s), in cases of commercialization of innovation(s), creation(s), etc., as per the advice of the IP cell. The details of revenue sharing may be decided on a case to case basis by the IP cell, based on the type of IP and the nature of commercialization. The IP cell may recommend various models for royalty sharing amongst creator(s)/ inventor(s) and institution/ organization; a suggestive arrangement is given below:
 - a) 60:30:10 ratio of revenue sharing: 60% of the royalty / technology transfer amount with the researcher(s) (one or two) and 30% with Ramnarain Ruia Autonomous College, and 10% to service account*
 - b) 70:20:10 ratio of revenue sharing: 70% of the royalty / technology transfer amount with the researchers (more than two) and 20% with Ramnarain Ruia Autonomous College, and 10% to service account*

*Service Account – Money should be used for the promotion and upgradation of the invention. Unused funds from the service account will be used for promotion of commercialization, IP protection and any other related activities

- ii. In the normal course, where IP is generated out of research / work carried out by using the resources available at the College (without any external funding from a sponsoring agency / organization), the cost of IP filing will be shared in the ratio of 1:9 with 1 part being borne by researcher(s) and 9 parts borne by the College.
- iii. In case of all IP fillings which are the outcome of research projects not involving an external agency, the researcher(s) will bear the 10% of the cost incurred in IP filling while Ramnarain Ruia Autonomous College will bear 90% of the above cost.
- iv. In case the IP filing costs were not borne by the Ramnarain Ruia Autonomous College, the researcher may be allowed to first deduct the costs incurred for filing of applications and maintenance of such IP, from any income accruing from the commercial exploitation

of the IP. Only the income beyond such costs needs to be shared with the Ramnarain Ruia Autonomous College.

- v. If the research is funded by any Government funding agency (Example: DST/DBT/UGC/AICTE/AYUSH etc) or an External Non-Governmental agency, the responsibility of revenue sharing, if any, with the respective funding agency lies with the inventor/researcher, from his/her share.
- vi. The researcher's share may continue to be paid, irrespective of whether the individual continues as a researcher at the Ramnarain Ruia Autonomous College.
- vii. If more than one researcher is involved in the generation of IP, all the researchers who qualify for benefit sharing in that IP may sign at the time of filing the application (for example, at the time of filing of patent application), an agreement outlining the proposed distribution of any IP-related earnings based on their contribution. The agreement should specify the proportional percentage of distribution of earnings from IP to each of the researchers. The researcher(s) may, at any time, by mutual consent, revise the distribution of IP earnings agreement.
- viii. With regard to the IP-related revenues earned by the Ramnarain Ruia Autonomous College, 50% of the revenue should be used for creating the Ramnarain Ruia Autonomous College IP management fund. This fund should be utilized for any activity relating to commercialization and maintenance of IPR or obtaining IPR in any other country, or for capacity building in the area of IP protection. Further, 10% of the share should be paid to the Ramnarain Ruia Autonomous College, and 40% should be credited as the earnings of the concerned department.
- ix. In the case where the copyright vests with the author(s) [*as mentioned under "IP generated from research conducted by utilizing resources of the Ramnarain Ruia Autonomous College >II. Copyright"*], the Ramnarain Ruia Autonomous College shall have a non-exclusive, royalty free, irrevocable, and worldwide license to use the IP for research, non-commercial and educational purposes. Additionally, in cases where the Ramnarain Ruia Autonomous College is the owner of copyright in lecture videos and/or MOOCs, the author(s) shall have a non-exclusive, royalty free, irrevocable, and worldwide license to use the IP for research, non-commercial and educational purposes.

Research outputs generated in collaboration with external partners

- i. The revenue sharing on any IP generated from a partnership between the Ramnarain Ruia Autonomous College and external partners will be based on the agreement signed between the Ramnarain Ruia Autonomous College and the external partner at the beginning of such collaborations.
- ii. In circumstances wherein, adequate steps for the commercialization of the Ramnarain Ruia Autonomous College – owned intellectual property have not been taken, the Ramnarain Ruia Autonomous College may consider revocation of the license and assigning it to another party.

Limitation of Liability

All commercialization agreements shall clearly mention that the Ramnarain Ruia Autonomous College is protected and indemnified from all liability arising from development and commercialization of the IP.

Sharing of IP Costs with Regard Protection

With regard to the costs involved in IP protection:

1. The expenses involved in obtaining and maintaining IP protection may be shared between the parties, depending on who owns the IP. If the Ramnarain Ruia Autonomous College is the sole owner of IP, the costs of IP protection shall be borne by the Ramnarain Ruia Autonomous College.
2. In case the Ramnarain Ruia Autonomous College does not incur expenditure in protecting IP, inventors may be allowed to file IP applications in the name of the Ramnarain Ruia Autonomous College at their own costs. Under such circumstances, IP filing costs may be recouped as per the provisions relating to benefit sharing as described under the Licensing agreements and revenue sharing action. If the IP ownership is shared with external partners, the costs for IP protection may be shared by both the parties, based on the terms and conditions provided in the agreement.
3. Any costs involved in the transfer of rights/ ownership of the Ramnarain Ruia Autonomous College – owned IP may be borne exclusively by the licensee, assignee or person acquiring such rights.

Waiver of IP Rights by Ramnarain Ruia Autonomous College

1. Subject to any associated agreements, or any other agreement thereof, the Ramnarain Ruia Autonomous College may waive its rights, if the Ramnarain Ruia Autonomous College by way of a committee appointed by the Principal, decides not to pursue the protection of IP within one month, from sufficient disclosure by the researcher(s) to the Ramnarain Ruia Autonomous College.
2. The Ramnarain Ruia Autonomous College, by way of IP Cell, shall convey the decision to the researcher, whether to pursue or not pursue the protection of IP, within one month, after sufficient disclosure by the researcher, to the Ramnarain Ruia Autonomous College. Under all such circumstances, unless explicitly agreed to, the Ramnarain Ruia Autonomous College, shall retain a non-exclusive, royalty-free, irrevocable, and worldwide license to use the IP for research and educational purposes.

Use of Ramnarain Ruia Autonomous College's IP Resources

The Ramnarain Ruia Autonomous College may allow, by way of a committee appointed by the Principal, the use of the following IP resources by third parties as per conditions given thereunder:

- (i) Intellectual Property already in existence and owned by the Ramnarain Ruia Autonomous College
- (ii) Usage of the name, logo, or trademark of the Ramnarain Ruia Autonomous College in the creation and marketing of intellectual property.

Conditions:

1. They will be used only in public interest;
2. They will be used only for research and other non-commercial purposes
3. They will be used:
 - i. in a responsible manner to create a product/process conforming to environmental safety and good manufacturing practices promoted by the Government of India and its regulatory bodies;
 - ii. in promoting truthful claims and information, i.e., not for misleading the society or users;
 - iii. without any liability on the college in case of misuse of trademark(s) or accidental damage accruing due to use of trademark(s).

Dealing With IP Rights Owned By Third Parties

Use Of Technology Protected With IPRs Like Patents And Designs

It is possible that researchers may have to use diverse technology/ design/ software, as part of their research. Under all such circumstances, due care and attention must be given, for not infringing the IP rights of third parties. Some of the licenses may have restrictions with regard to kind of usages permitted. It is important to ensure that due and necessary permissions are obtained from IP owners prior to engaging in any use which moves beyond the terms of license or as permitted under the relevant statute(s) in India. In an event that any infringement takes place while the development of IP by a researcher(s), the college shall be indemnified towards any liabilities arising out of resulting litigations.

Use of Copyrighted Materials

Whenever researchers use copyrighted material for teaching or research purposes, it needs to be ensured that the use is within the permission obtained from the concerned copyright holder(s) or is within the boundaries of exceptions provided under the Indian copyright law. The scope of different educational use-related exceptions under Indian copyright law have been interpreted by different courts in India.

- i) Ramnarain Ruia Autonomous College may create an Institutional Repository and a link to the same may be provided on their official website. This repository shall include dissertations, theses, papers, publications, and other in-house publications.
- ii) The researchers may license their works under an open license so that other researchers can also use the research outputs by providing appropriate attribution to the researchers.

Confidentiality, Data Protection and Privacy

Ramnarain Ruia Autonomous College shall protect the data and personal information against unauthorized access, loss, destruction or breach. The college will release a non-disclosure agreement for protecting the confidential information, documents and/or data submitted by the user during any disclosure of confidential information.

Notwithstanding the above, any information which falls within one of the following shall not be treated as Confidential Information:



- i. already under public domain;
- ii. is required by law or regulation to be disclosed;
- iii. is independently developed by the researcher; and
- iv. is received from a third party having no obligations of confidentiality to the disclosing party

Publications

- i) Any publication, document and/or paper arising out of research activities shall be owned by the researcher(s) by acknowledging the college. The use of name, logo and/ or official emblem of the academic institution shall not be done without prior written permission from the Principal of the College.
- ii) Particular care should be taken that no publication is made till the patent, if applicable, is filed.

The college retains the right to require exclusion of certain portions from the information being published

Disputes and Appeals

- i) Any disputes related to IP will be addressed to the IP Cell of the College.
- ii) The decision taken by the IP Cell will be communicated within three months from submission of said concern. Over and beyond the above, with respect to any legal dispute arising under these guidelines, the relevant provisions of law shall be applicable.
- iii) In case of any disputes between Ramnarain Ruia Autonomous College and the inventor(s) / creator(s)/ any other aggrieved person(s), regarding the implementation of these guidelines, scope, operation or effect of any contract/ agreement entered into, or the validity or breach thereof, the inventor(s) / creator(s)/ any other aggrieved person(s) may appeal to the Principal of the College.
- iv) If the inventor(s) / creator(s)/ any other aggrieved person(s) is not satisfied with the verdict/ decision of the IP Cell, mechanisms such as: Alternate Dispute Resolution (ADR), Arbitration & Conciliation, Mediation, or appeal to the Court of Adjudicature nearest to the academic institution, may be opted and the same shall be governed by the appropriate laws of India.

Introduction

In order to engage students/personnel and motivate them to work in the field of IPRs, “IP cell” has been constituted in the Ramnarain Ruia Autonomous College.

This document provides the roles, responsibilities and functioning of the IP Cell in the academic institution. The ultimate goal these guidelines propose to achieve is to promote student-led startups and entrepreneurial ventures that protect and respect intellectual property. The use of these guidelines is intended to complement the existing intellectual property laws of India.

Aim

The IP Cell envisions promoting academic freedom and safeguarding the interests of inventor in creation and commercialization of intellectual property with legal support, wherever necessary. They also envision creating an environment for acquiring new knowledge through innovation, developing an attitude of prudent IP management practices and promoting an IPR culture compatible with the educational mission of the academic institution.

The IP Cell will function with the prime focus of enabling students, researchers and professors to identify, generate and protect their intellectual property through filing procedures for rights like patents, copyrights, trademarks, designs, etc. IP Cell will also cater to commercialization of intellectual property, which will further foster the creation of a fruitful dynamic system between universities, investors and industries. Along with this, IP Cell will ensure seamless and ceaseless knowledge transfer amongst students and faculties, alike.

Vision

To establish evolving guidelines ensuring promotion, general awareness and commercialization of all potential intellectual properties generated within the Ramnarain Ruia Autonomous College. To enable a seamless decision making framework to ensure expedited handling of Intellectual property matters so as to ensure minimal loss of opportunity for the College’s students, faculty members, authorities and other associates.

Objectives

- i. IP Cell will be responsible for conducting the following:
 - IPR Awareness Programs – Conducting IPR awareness programs for students, faculty, researchers, officials, etc.
 - Self-Training Workshops/Advanced level awareness programs – Conduct advanced level IPR awareness programs for students, faculty, researchers, officials, etc.
- ii. IP Cell will provide an environment for academic and R&D excellence and conduct

dedicated programs on IPR for the undergraduate and postgraduate students as well as organize regular IPR counseling program for research scholars.

- iii. IP Cell shall expose students, faculty, researchers, officials, etc. to the prevalent IP law practices and provide them with an opportunity to learn and use legal skills under the supervision of IP practitioners and experts.
- iv. IP Cell shall provide a platform to diagnose innovation and research on contemporary issues of national and international relevance leading to creation of IPR.
- v. IP Cell shall facilitate, encourage, promote and establish collaborative frameworks for industry – academic institution partnerships at national and international scale to initiate research and development of commercial value.
- vi. IP Cell will facilitate the recording, monitoring and maintenance of the IP portfolio of Ramnarain Ruia Autonomous College and may choose an outside counsel/IP firm for managing its IP portfolio.
- vii. IP Cell will dedicate efforts to enhance the reputation of Ramnarain Ruia Autonomous College as an academic research institution as well as the reputation of the Researchers through bringing the research results to public use and benefit. It will strive to establish a culture that enhances recognition and respect for IP amongst students, faculty, researchers, officials, etc.
- viii. In case of IP Filings:
Students pursuing Post-Graduate programs and Ph.D. shall be encouraged to undertake patent search before publishing any research paper and subsequently file for a provisional patent for novel inventions.
- ix. For filing any IP, IP Cell may avail necessary help from the nearest PIC/ IPFC or TISC present across the country. IP Cell may seek assistance from these entities for legal certainty in research activities and technology-based relationships with third parties.
- x. IP Cell may ensure, in case of disputes, efforts are made to address the concerns by developing and instituting as well as adopting an alternative dispute mechanism at the academic institution level.

References

1. The Copyright Act of Indian, 1957
2. The Patent Act of India, 1970
3. The Trademark Act of India, 1999
4. The Designs Act of India, 2000
5. Protection of Plant Varieties and Farmers' Right Act of India, 2001
6. The Semiconductor Integrated Circuit Layout Design Act of India, 2000
7. Model Guidelines on Implementation of IPR
Policy for Academic Institutions, Cell for IPR
Promotion and Management (CIPAM),

Department of Industrial Property and
Promotion, Ministry of Commerce and Industry, Government of India

Asst. Prof.

Principal
Ramnarain Ruia Autonomous College
Matunga, Mumbai - 400 019.

RAMNARAIN RUIA AUTONOMOUS COLLEGE

