



INTELLECTUAL PROPERTY RIGHTS POLICY

(Approved in the 30th Academic Council Meeting dated 16th December 2020)



Center for Research and Development
Rai University, Ahmedabad



1. Preamble

Rai University is a self-financed private university established by Gujarat State Legislature under Gujarat Act No. 12 of 2012. Rai University is at the forefront of providing quality education and committed to upholding societal values through inclusive growth of all related Stakeholders.

Rai University believes in the overall development of the students and adopts a holistic approach that brings a 360° transformation in the personality of the students. Curricular and extra-curricular development is supported by many other activities which improve leadership skills, managing ability, being part of a team, excel in talents, explore hidden talents and many more. Industry-Academia tie up is the need of the hour. Rai University has collaborations with various Industries for imparting Industry relevant concepts and developing skills for meeting the different challenges. Leading Industries have joined hands with Rai University and actively participated in imparting Practical and Corporate Skills. Rai University is a research intensive University with a focus on quality research and publications. The main focus is on creating a research forum consisting of a pool of scholars in related areas which can lead to sharing resources and leading to collaboration between like-minded scholars.

Students need support for their overall development and challenges faced by them. Rai University has a strong mentoring process in place and guide students not only when they are in the campus but also after passing out guide the alumni building a strong relationship and developing a ownership among the stakeholders. Need of the hour is project based learning which can empower the Students in meeting future challenges. Employability skills and the right attitude is developed in the students. Innovative learning practices that ignite the curiosity of the students foster an entrepreneurial mindset.

Rai University believes in providing equal opportunities to the underprivileged sections of society. Extensive scholarships are being provided to the needy and meritorious students in addition to the Gujarat Government Scholarships.



This IP Policy applies to all University employees and students, regular or contractual. Every member of the academic community, student, non-teaching and teaching staff alike must be knowledgeable about intellectual property both to protect their own rights and to respect the rights of others.

The goal of the Intellectual Property (hereinafter referred as “IP”) policy of the University is to recognize, guard and manage intellectual properties generated from the work carried by the University human resources.

2. What is Intellectual Property (IP)?

Intellectual property refers to creations of the mind: inventions, literary, artistic works, symbols, names and images used in commerce. Intellectual property is divided into two categories: Industrial Property includes patents for inventions, trademarks, industrial designs and geographical indications.

3. Objectives

- To fulfil its core mission of supporting, inspiring, and encouraging creative ideas/activity in the broadest meaning of science and technology.
- To safeguard the legitimate interests of Rai University faculties, students, staff and project personnel in a reasonable way, compatible with Rai University's "commitment" and "role" provided by society.
- To establish a clear administrative structure for the ownership, control, and transfer of the Institute's intellectual property.
- To offer a worldwide perspective on intellectual property practices while maintaining national identity and local restrictions, avoiding 'conflicts' of opposing interests as much as possible.
- To account for the long-term utilization of bio resources, environmental preservation, and biodiversity conservation.
- To encourage the fair use of traditional knowledge while also acknowledging local stakeholders and benefit sharing.



4. Types of Intellectual Property

- Patents (Utility, Plant, GMO and Design)
- Copyrights
- Industrial Design
- Trademark

5. Definitions

The meaning of terms applied in this policy is given below (unless the context otherwise requires):

- 1. Patent** - Patent is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something or offers a new technical solution to a problem.
- 2. Copyright** - Copyright is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings.
- 3. Trade/Service mark**- means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colors.
- 4. Industrial Design** - means only the features of shape, configuration, pattern, ornament or composition of lines or colors applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.
- 5. Traditional Knowledge** - The knowledge developed by the indigenous or local communities for the use of a natural resource with respect to agriculture, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.



6. Geographical Indications - means an indication which identify such goods as agricultural goods, natural goods as originating or manufactured in the territory of a country or manufactured in the territory of a country or a region or locality in that territory where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin and in case where such goods are manufactured one of the activities of either the production or of processing or preparation of the goods concerned takes place in such territory, regions or locality as the case may be.

7. First Party – Rai University (RU).

8. Second Party - Faculty, Supporting staff, Project staff, Students, Startups and Visitors of Rai University.

Faculty means a person professionally qualified to carry out teaching and research at Rai University as a full-time employee, emeritus fellow, visiting professor appointed by Rai University.

Supporting Staff means a person employed full-time or part-time by RU to support the research, development, teaching and other supporting activities (including administrative activities) of Rai University.

Student means a person who has registered or enrolled as full-time student, part-time student, casual student or exchange student from other universities/colleges for Education/Innovation/Research work.

Project staff means a person employed temporarily on a contract under a research project, consultancy or any other activity carried out by Rai University.

9. Third Party - Any governmental or non-governmental organization with whom the First or the Second Party interacts for any activity with/without exchange of consideration in cash or kind.

10. Activity -Activities related to teaching, research, consultancy, generation and dissemination of information carried out by a person or University independently or collaboratively.



- 11. Inventor(s)** - A person or a group of persons responsible for creating an IP. In case, creation of IP is associated with more than one inventor, one of them, from Rai University, would function as a Lead Inventor.
- 12. Visitor** - A person either from India or abroad visiting under a collaborative activity or associated work at Rai University. It is expected that the visit has been approved by competent authorities of Rai University.
- 13. Associated Agreement** -document created with mutual consent of involved parties defining the rights, roles and responsibilities of each of the parties, for example, Memorandum of Understanding (MoU), Memorandum of Association (MoA), Research Agreement, Consultancy Agreement, Non-disclosure Agreement (NDA), etc.
- 14. Non- Disclosure Agreement (NDA)/Confidentiality Agreement** -The agreement intends to protect proprietary or confidential information among the parties involved in executing an NDA.
- 15. License and Licensing** - A license is an official permission or permit to do, use, or own something (as well as the document of that permission or permit). In particular, a license may be issued by authorities, to allow an activity that would otherwise be forbidden. It may require paying a fee or proving a capability. The requirement may also serve to keep the authorities informed on a type of activity, and to give them the opportunity to set conditions and limitations. A licensor may grant a license under intellectual property laws to authorize a use (such as copying software or using a (patented) invention)) to a licensee, sparing the licensee from a claim of infringement brought by the licensor. A license under intellectual property commonly has several components beyond the grant itself, including a term, territory, renewal provisions, and other limitations deemed vital to the licensor. Geographical Indications or Traditional
- 16. Incubator unit of university-** Incubators unit is the institution that assists entrepreneurs in developing their business and solving problems associated with it, especially in the initial stages, by providing an array of business and technical services, initial seed funds, lab facilities, advisory, network and linkages.



6. Constituents of Committee

The IP Committee (IPC) will be the core administrating body, which will be responsible for evolving detailed procedures to facilitate implementation of the IP policy of the University. The IPC Committee shall essentially work as a policy formulating committee while the executive actions will be carried out by the IPC. The periodic amendment recommended by the IPC shall be adopted by the University after due process of approval from the Board of Governors of the University.

The IPC shall have 7 members and will be headed by the Provost/Vice Chancellor and will have the following structure:

- Provost / Vice Chancellor as the Chairman
- Chair –University Research Board
- Subject Expert as needed, appointed by the Chairman
- Dean – Graduate School and Research
- Registrar / Deputy Registrar as the Member secretary
- Two members nominated by the Chairman of IPC

7. Powers of Committee Members

The IPC shall meet whenever necessary. The scope of activities of the IPC shall include the following:

- To advise on formulating awareness programmes for educating faculty, staff, research students, students about IP at the university.
- To approve procedures, forms, draft agreements and guidelines for implementation of the IP policy at the University.
- To recommend expert groups in different subject domains for assessing and recommending proposals for IP filing. It may appoint an expert group with members



from within and/or outside the University to seek their opinion in carrying out any of the above responsibilities.

- To interact with the inventors, evaluate inventions for patentability and commercial potential, act as advisory to the inventor for all matters including filing applications for protection of IP.
- To assist with drafting, negotiating, advising and monitoring all confidential agreements, vendor contracts, visitor participation agreements, license agreements, non-disclosure agreements, revenue-sharing agreements and material transfer agreements of the University with special reference to IP relating matters.
- To advise on approaching funding agencies, venture capitalists etc. for funds for promotion of IP activities, filing, licensing/assigning of IP on revenue sharing basis.
- To recommend waivers and release of IP to inventor and/or third party within the framework of IP policy of the University.
- To redress any conflict, grievance regarding ownership of IP, processing of IP proposals, infringement and interpretation of various clauses of IP policy.
- To propose amendments from time to time for consideration of the University authorities.
- To pursue the licensing of technology by undertaking market evaluation for the technology concerned, identifying third parties to commercialize it, entering into discussions with potential licensees, negotiating appropriate licenses or other agreements and post-transfer monitoring of the technology and for tracking performance of the obligations of the license.

8. Application of policy

This policy applies to Staff, Students and Visitors of the University. This Policy constitutes an understanding which is binding on the University and on the Staff, Students and Visitors to whom this Policy applies, as a condition for participating in research programs at the University, for the use of University funds or facilities, or for commencing employment or studies with the University. This Policy shall be incorporated in all employment contracts for Staff joining the University after this Policy has been implemented.



9. Patent Filing Process

Provisional patent applications that may arise out of projects/research activities of Rai University may be directly applied by the Creators/Inventors after obtaining formal permission from Center of Intellectual Property Rights (CIPR) on their own Cost. After submitting the complete specification, in the Indian Patent Office, CIPR will guide the inventors on the protection of inventions in foreign countries. However, the cost towards filing patents in foreign countries will be borne by the inventors.

10. Maintenance of IP

For the inventions developed at the Rai University with the Rai University personnel and the inventors who wish to protect the invention, it is mandatory that the creator has to disclose the creative work by using an Invention Disclosure Form (IDF). The inventors shall assign the rights of the disclosed invention to Rai University. All IP related information that is disclosed to Rai University is confidential.

Confidentiality shall be maintained till the dates stipulated in the contract between the concerned parties. Once the IPR is ensured, (published in the Journal of Indian Patent Office) the inventor/creator is encouraged to publish the work in the interest of the general public.

The Centre for Intellectual property rights shall bear 75% of the Patent filing fee and 25% shall be borne by the inventor. Rai University will pay the patent fees for the first seven years in all cases when the patent is taken by Rai University. If it is a joint patent with a sponsoring agency, then the patenting cost will be equally shared. If the other agency does not show interest in such a process, Rai University can either continue the patent by paying the fees for its full term or withdraw application for the patent protection, at its discretion



11. IP Generation & Ownership

❖ In-house Research

Unless specifically agreed in writing, all forms of IP arising from the research carried out at the University shall vest in and be the absolute property of the University. University may grant an exclusive and gratuitous license of the said rights to the company/firm/LLP or any other entity formed by the inventors for the purpose of its commercialization.

❖ Sponsored and Collaborative Research

The ownership of IP created, authored, discovered, invented, conceived or reduced to practice during the course of sponsored or collaborative research undertaken jointly by the University with the collaborating institutions shall be owned by the University unless otherwise specified through explicit agreement with the collaborating institutions.

In case of jointly owned IP, the collaborating institutions will be requested to bear the proportionate cost of filing and maintaining of the IP;

Where the collaborating institutions are not forthcoming for filing IP application, the University at its discretion will meet the entire cost of filing and protection of IP;

In case of collaborative activity with foreign institutions involving indigenous biological material, IP ownership has to take into account restrictions as per the prevailing 'Biological Diversity Act 2002' of India.

❖ Outside Consulting

Consulting by faculty shall be encouraged and may be undertaken with prior intimation to the University and will be subject to the provisions of Rai University Consulting Policy from time to time.



Faculty shall apprise the external organizations of their University position and ensure that the terms of their engagement or contract with them do not conflict in any way with University IP Policy;

❖ Copyright Ownership

In case of textbooks, research books, articles, reports, monographs, teaching course material, continuing education program material, learning resource materials and other scholarly publications authored by faculty and staff of the University, copyright including the royalty rights will be owned by the University unless otherwise provided. In the continuing education program University owns the course structure, outline and the promotional material.

For work like novels, literary articles, reports, poems, musical compositions and other related works copyright will be owned by the author;

In case of term papers, laboratory records and of other documents that are produced by a student of the University during the course of his/her study, copyright will be owned by the student provided the thesis does not include any information that needs IP protection by the University and the student has not received any financial support from the University for this research. University gets a non-exclusive, non-commercial license for the display and use of the thesis for academic and research purposes. Students who wish to publish their thesis as a book or any other publication shall seek prior written permission from the IPC.

Under all circumstances University always reserves the right to use the IP generated for its academic and research purpose. It is also mandatory for the inventor / author to obtain all necessary permissions while using the copyright material. University is not liable for any copyright violation by the inventor or the author.



❖ Protection of Biodiversity and Traditional Knowledge

Rai University declares that it complies with national biodiversity and traditional knowledge legislation. Inventor(s) must guarantee that national laws on biodiversity and traditional knowledge are not infringed in the process of obtaining IP protection or making use of such information.

12. Revenue Sharing

As of now, the income generated by licensing/assigning of IPR or on receipt of royalties associated with technology transfer / specific innovation programs shall be divided as follows:

- a) 60% (sixty percent) of the revenue will go to the Inventor(s); the share of each inventor may be decided by the Lead Inventor.
- b) Remaining 40%
 - 25% (twenty per cent) would go to Rai University
 - 15% (ten percent) to for Innovation Activity Cell/Start-up cell for future activity or for promotion of IPR activities
 - 40% to Rai University If project was funded by Rai University

13. Use of IP

The University IP either held in the name of University set up especially for the same or jointly with other collaborating institutions shall be marketed for commercial exploitation under agreements involving technology transfer, licensing and revenue sharing models.

The IPC shall identify potential licensees for its commercialization or may contract the IP to any outside agency for its commercialization.

They will be used 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.

They will be used in promoting truthful claims and information, i.e. not for misleading the society or users.

They will be used without any liability on the university in case of misuse of trademark(s) or accidental damage accruing due to use of trademark(s).

14. Administrative Policy

❖ Fees

The Centre for Intellectual property rights shall bear 75% of the Patent filing fee and 25% shall be borne by the inventor. Rai University will pay the patent fees for the first seven years in all cases when the patent is taken by Rai University. If it is a joint patent with a sponsoring agency, then the patenting cost will be equally shared. If the other agency does not show interest in such a process, Rai University can either continue the patent by paying the fees for its full term or withdraw application for the patent protection, at its discretion.

❖ Powers to amend IPR Policy

Rai University, through its Governing Body (referred to as GB), will have the full power to make changes to the IPR policy or bring out a new policy as and when it is felt necessary. This can happen in view of changes in government policies or other national and international developments including treaties and legal judgments. The changes or the new policy shall be applicable to all faculty/students/project/staff/supporting staff/visitors



❖ Responsibility to create/amend procedures and processes for implementation of IPR Policy

Rai University through its Vice Chancellor will have full powers to create and amend administrative mechanism from time to time in view, of the changing needs creating administrative bodies and entrusting role and responsibilities to various individual(s)/existing entities for evolving detailed procedures and to facilitate implementation of the IPR policy of the Rai University.

❖ Appeal Procedure

In case of any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy, any aggrieved person can appeal to the administrative body formed for the purpose to resolve the issue. In case the appellant is not satisfied with the decision of such a body, he/she can appeal to the Vice Chancellor of Rai University whose decision shall be final.

❖ Transparency of Administrative policy

The Institute will inform the creators of Intellectual Property of progress regarding filing of the patent, commercialization and/ or disposition of the intellectual property. The Institute and the creators shall maintain complete transparency in sharing information at all stages of the process. The creators shall keep the Institute informed of updates or development of the Intellectual property, which lead to tangible effects on the property.



15. Infringement of IP Rights

In case of violation/infringement of any intellectual property rights such as patent Infringement by the Rai University Faculty/ Students/ Project Staff/ Supporting Staff/ Visitors or any third party infringing upon the IPR of Rai University inventor, Rai University would constitute an appropriate administrative body which would first investigate the matter and make recommendations to the Provost for resolution of such violation/infringement / In case of any third party infringing upon IPR of Rai University the above administrative body would investigate and make recommendations to the Provost including the need for any legal course of action.

Liability of the University for Infringement of IPR

The University will not be liable or responsible in any manner for the violation of the IP rights by its faculties and students or collaborators in the event of any claim or criminal or civil actions or suits or proceedings initiated by third parties for infringement of their IP rights.

16. Confidentiality

It is important to mention that any information about a potentially patentable Invention is not prematurely disclosed. Telling a third party about the information generated by a research project could constitute a disclosure and may mean that the invention loses the necessary quality of novelty, resulting in the Invention becoming un-patentable. In the event that Staff and/or Students need to discuss the details of an Invention with outside academics or potential developers, they should ensure that a non-disclosure agreement has been executed before disclosing any information about the Invention.

