

INTELLETUAL PROPERTY OF RIGHTS-2021

# INTELLECTUAL PROPERTY RIGHT POLICY (2021)



**Rayat Shikshan Sanstha's,**  
**Karmaveer Bhaurao Patil College, Vashi**  
**Sector 15A, Vashi, Navi Mumbai, Maharashtra**  
**400703**

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## SECTION 1

### Introduction

The main **objective of intellectual property** law is to encourage innovation and to provide incentives for innovation by granting protection to inventors that will allow them to recover research and development (R & D) investments and reap the benefits of their inventions for a limited period of time. The present policy facilitates the protection of the right of the Inventor(s) of Karmaveer Bhurao Patil College (KBPC) i.e. faculty/students /project staff/ supporting staff /visitors of KBPC through the option of Intellectual property protection on a novel work or to keep it in the public domain as they may deem fit. In alignment with the Vision and Mission of KBPC the policy favors outreach of the novel technologies developed at KBPC. At the same time, it motivates the faculty, students and researchers of KBPC to initiate technology transfer using the intellectual property rights gained over a novel technology.

### 1. Preamble:

Intellectual property (IP) plays an important role in providing a competitive edge to an organization. The intangible assets of an organization such as know-how, inventions, brands, designs and other creative and innovative products are often more valuable than its physical assets. Keeping this in mind, this Intellectual Property Rights Policy Document of Karmaveer Bhaurao Patil College (KBPC), Vashi, Navi Mumbai 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. The policy laid down in this document is expected to fulfill the commitment of the Institute to promote academic freedom and provide an environment for research and developments.

### 1.2 Purpose:

Institute has formulated this Policy for the management of intellectual property right to:

- To promote an ecosystem environment for the development of intellectual property.
- To facilitate and encourage the faculties, staff and research students of the institute to do the research scientifically and their involvements in research and developments.

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- To establish an IPR management policy and procedural guidelines for making available to the public by inventions and discoveries made in the course of research carried out in the institute to wealth through IP commercialization.
- To promote, facilitate and provide incentives to the members of the community of creators who take initiatives to transfer institute's intellectual property to the public under this policy.
- To enable the Institute to secure sponsored research funding at all levels of research.
- To make the Institute a prime academic research institution pursuing the highest ideals of scholarship for the benefits of Intellectual Property originated from the Institute to the community and society as well.
- To make the creator (Faculties/ students/staffs) of IPR aware of the applicable laws and rules for ensuring their compliance.
- To protect intellectual property (IP) rights generated by faculty/ personnel, students, and staff of the academic institution, by translating their creative and innovative work into IP rights.
- To promote more collaborations between academia and industry through better clarity on IP ownership and IP licensing.
- To enable the Institute to make beneficial use of such developed IP for the maximum possible benefit of the creators, the Institute, and the nation at large.

### 1.3 Types of Intellectual Property (IP):

The intellectual properties can be broadly listed as:

- (a) Patents
- (b) Copyrights
- (c) Trade/Service marks
- (d) Industrial designs
- (e) Software programs.
- (f) Geographical Indications.

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### 1.4 Definitions:

- 1.4.1- **An Invention** is a novel or unique device, method, composition, or process. An invention process is a series of steps within an overall engineering and product development process. An invention may be an improvement upon an existing product, process, or service, or it may be an entirely new product, process, or service. Such works are novel and are not obvious to others skilled in the same art or field.
- 1.4.2- An Innovation is an Invention that has been implemented or put to actual, practical use that results in better products, processes, or services. Such Innovations result in new products, processes, or services that result in better solutions that meet new requirements, unarticulated needs, or existing market needs. The primary difference between an invention and an innovation is that the former is a laboratory creation, whereas innovation is its actual application in the field.
- 1.4.3- **Disclosure of an Invention** refers to the Confidential Information written up and revealed by an Inventor to the Institute, to determine whether the Intellectual Property in the said Invention should be sought and obtained by the Institute. The Institute would also ascertain what could be the scope for Technology Transfer, Commercialization, and Licensing of the said Invention.
- 1.4.4- An **Inventor** refers to the Institute Personnel performing the act of an Invention.
- 1.4.5- **Intellectual Property (IP)** refers to creations of the mind: inventions, literary and artistic works, designs and symbols, names and images used in business and commerce.
- 1.4.6- **Intellectual Property Rights (IPR)** refers to rights of ownership and monopoly, assigned by law to, and vested in, the designated owners of the IP. Intellectual Property Rights include Patents, Copyright, Industrial Design Rights, Trademarks,
- 1.4.7- **Intellectual Property (IP) Policy and Guidelines:** The instant IP Policy and Guidelines refers to the set of principles, values, and guidelines that will govern all the actions and efforts of the Institute, towards the identification, protection, prosecution, utilization, transfer, licensing, and commercialization of all IP arising out of the R&D work of the Institute Personnel
- 1.4.8- **Patent:** A Patent is a set of exclusive rights granted by a sovereign state to an Inventor or assignee, for a limited period of time, in exchange for a detailed public disclosure of an Invention.

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- 1.4.9- **Copyright:** A Copyright is a legal right, created by the law of a country that grants the creator of an original work, exclusive rights for its use and distribution.
- 1.4.10-**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 theirs and may include shape of goods, their packaging and combination of colors.
- 1.4.10-**Sabbatical Leave, Deputation, and Lien:** A Sabbatical is a rest from work, or a break, often lasting from two months to a year. Strictly speaking, the original scriptural essence of sabbatical means it would last one year. A deputation is the official delegation, or the assignment of responsibility or authority to a person, from the Institute, to another organization, to carry out specific designated roles and activities. A lien is the official, continuing attachment of an Institute Personnel, to his or her post of substantial employment at the Institute, during designated period (s) when such person (s) have availed leave of accrued nature, to seek gainful employment in another organization. It is the responsibility of the Institute Personnel to ensure that their agreements with third parties are in keeping with their obligations to the Institute.
- 1.4.11-**Institute Resources** means use of the Institute’s experimental facilities, laboratories, computational facilities, Institute-provided or Institute a administered funds, space or human resources including their release time from regularly assigned duties during the course of their work. The routine use of Institute library/information resources does not constitute “substantial use of Institute resources”
- 1.4.12-**Research and Development (R&D)** refers to the set of research activities associated with the Institute Innovation. It is usually the front end of the Innovation lifecycle. At the Institute, there exist the following forms of R&D:
- 1.4.13-**Publications:** refer to the various documents, reports, technical communications, etc. arising out of a R&D work carried out by the Institute Personnel that are generally made available to the public, by means of sale or general transfer of ownership, or by rental, lease, or lending. In contrast, unpublished works (including the academic theses of students at the Institute) are those documents, reports, technical communications, etc. that have restricted or limited circulation, and thus are not available to the general public.
- 1.4.14-**Commercialization:** refers to the various activities, processes, and steps undertaken by the Licensee, under the terms of the Technology Licensing Agreement, to put the

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Technology/ Invention/ IP to commercial use, in terms of sale, internal use, lease, rent or assign to any other party, etc., that result in financial, commercial, economic, or any other material benefit to the Licensee. The terms of the Licensing Agreement will specify the compensation to be paid by the Licensee to the Institute (the Licensor), and such compensation would include a one-time Lump Sum Technology Transfer Fee, as well as deferred Royalty payments. In addition, the Licensee may also offer certain equity in the proposed start-up venture to the Institute, on terms to be mutually discussed and negotiated.

1.4.15-**Revenue** refers to all the financial earnings made by the Licensee, from the rights to use the Technology/ Invention/ IP, for commercial purposes, including the sale, internal use, lease, rent, or assign to any other party, etc. that result in financial, commercial, economic, or any other material benefit to the Licensee. Where the context so admits, Revenue would also refer to the financial compensation paid by the Licensee to the Licensor, in this case, the Institute, for the rights to use the Technology/ Invention/ IP, for commercial purposes, including the sale, internal use, lease, rent, or assign to any other party, etc. that result in financial, commercial, economic, or any other material benefit to the Licensee

1.4.16-**Release of an Invention:** The Release of an Invention to the Inventor(s) to mean temporary transfer of rights to administer the protection of IP, its prosecution, and commercial licensing of the same

1.4.17-**Lump Sum Technology Transfer Fee:** is the financial compensation paid by the Licensee to the Licensor, in this case, the Institute, for the rights to use the Technology/ Invention/ IP, for commercial purposes, including the sale, internal use, lease, rent, or assign to any other party, etc. that result in financial, commercial, economic, or any other material benefit to the Licensee.

1.4.18-**Royalty/ Royalties:** A Royalty is the deferred payment made by the Licensee to the Licensor, in this case, the Institute, to compensate for the rights to use the Technology/ Invention/ IP, for commercial purposes, including the sale, internal use, lease, rent, or assign to any other party, etc. that result in financial, commercial, economic, or any other material benefit to the Licensee. The terms of the Royalty/ Royalties will usually be specified in the Technology Licensing Agreement as a certain fixed or variable



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percentage of the Net Sales Value, resulting from the Commercialization of the said Technology/Invention/IP.

1.4.19-**Conflict of Interest:** This term will be used in this IP Policy document to refer to a situation in which a person or organization is involved in multiple interests, or has stake(s) in multiple roles, financial interests or otherwise, one or more of which could corrupt or cause to disrupt or interfere, with the motivation of the individual(s) or the organization(s), or one or more of which disrupt or interfere with other roles or interests.

1.4.20-**Legal Jurisdiction** refers to the legal power and authority of a court of law to try and rule on legal matters within an authorized geographical area.

1.4.21- **First Party:** Rayat Shikshan Sanstha's, Karmaveer Bhaurao Patil College (KBPC), Vashi, Navi Mumbai.

1.4.22 -**Second Party:** Faculty, Supporting staff, Project staff and Students of KBPC.

1.4.23- **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.

1.4.24-**Associated Agreement:** The 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

1.4.25-**Business models** - Models for business strategy developed by institute personnel that are not usable by others without permission. Agreement, Consultancy Agreement, Non-Disclosure Agreement (NDA), etc.

### 1.5 Administration of IPR Policy:

The powers and responsibilities to amend and implement the IPR Policy by various entities are described below:

1.5.1- **Powers to amend IPR Policy:** KBPC institute, through its Board of Governors (BOG), will have the full power to make the required changes to the IPR policy or bring out a new policy as and when it is felt necessary. The changes in IPR policy should be done in view of changes in government policies or other Rayat Shikshan Sanstha's policy and international developments including treaties and legal judgments. The changes or the new policy shall be applicable to all faculty members/office staff/students//project staff/ supporting staff /visitors.

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- 1.5.2- **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 Principal of KBPC.
- 1.5.4- **IP Infringement:** In case of violation/infringement of any IPR such as patent infringement by the KBPC faculty /students/project staff/ supporting staff/visitors or any third party infringing upon the IPR of a KBPC inventor, KBPC would create an appropriate administrative body, which would first investigate the matter and make recommendations to the Principal of KBPC for resolution of such violation/infringement. In case of any third party infringing upon the IPR of KBPC, the above administrative body would investigate and make recommendations to the Principal including the need for any legal course of action.

### 1.6 Transparency of IP Administration:

The Institute will inform the creators of Intellectual Property of progress regarding the 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.

### 1.7 Commercialization/ Utilization of Institute Own IP:

As the sole or joint owner of any IP, the Institute is entitled to enter into binding agreement with any party for the utilization of its IP, whether on commercial terms or on non-commercial terms in the public interest, and in a manner consistent with the terms of any agreement involving the R&D project from which IP is generated read harmoniously with the terms of this policy

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### 1.7 (a) Commercialization through licensing of rights by the institute:

- 1.7.1- For purposes of protection and commercialization of intellectual property on behalf of the Institute, patent, trademark or copyright coverage may be sought, or the property may be treated as proprietary information, technical know-how, or trade secret.
- 1.7.2- The IPC may determine whether the Institute has a legal interest in the commercialization of the property. However, the Institute is not legally bound to commercialization of each property and the originator may not claim such right. It shall be in the sole discretion of the Principal of the institute on advice of the IPC to determine commercialization of the property.
- 1.7.3 - In seeking and developing commercialization of intellectual property, the Institute shall be guided by the following principles
- (i) A primary objective and responsibility of the Institute shall be to assure that the products of its intellectual activity are brought into the widest possible use for the general benefit of society.
  - (ii) Intellectual property should be treated as an asset and an appropriate return should be sought.
  - (ii) Active participation of the originator in all commercialization efforts shall be sought.

### 1.7 (b) Commercialization through licensing of rights by third parties:

The Institute will license at its discretion the Institute-owned intellectual property for commercialization through third parties who may or may not be the creator through the grant of exclusive/ non-exclusive licenses, or assign its ownership rights to third parties/ creator safeguarding the interests, financial or otherwise, of the Institute

- (a) All such licensing agreements or assignments in particular where the third party is also the creator, would be carefully examined by the Institute to determine that no conflict of interest will occur as a result of their ratification. The third party when interested in any such transfer of rights must demonstrate technical and business capability to commercialize the intellectual property.

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(2) The costs of transfer of interest/ right/ ownership and maintenance of rights in the Institute-owned property by way of license, assignment or otherwise devolution of rights for such purposes will be borne exclusively by the licensee, assignee, and person acquiring such rights. The Institute may under special circumstances retain a non-exclusive royalty-free license to use the property for teaching and research.

(3) The assignment or license may be subject to additional terms and conditions, such as revenue sharing with the Institute or reimbursement of the cost of statutory protection, when justified by the circumstances of development of the intellectual property licensed. If the Institute finds that the third party has not taken steps to commercialize the property within one year of acceptance of the license, the Institute will be free to revoke the license.

### **1.8 Responsibilities of Departments:**

Each department will administer Institute policy as defined herein through its Departmental Faculty Board. In particular each creator must maintain in his or her department records detailing his or her activities in generating intellectual property. Such records must be made available on demand to the Institute Intellectual Property Committee.

### **1.9 Revenue Sharing:**

In case the Institute succeeds in commercialization of intellectual property for the creator and licenses rights to third parties in consultation with the creator(s), the revenue generated through royalty payments will be equitably shared among the creators and the Institute.

1.9.1- For all types of Revenues (Technology Transfer Fees plus Lump sum payments plus Royalties) Upto Rs. 50 Lakhs: 60/40: 60% in favor of the Inventor (s) and 40% to the Institute.

1.9.2- In the event of any inconsistency with the national legislation or government policies concerning IP revenue sharing, the respective legislation or government policies shall prevail.

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- 1.9.3- In case of multiple originators of an IP, all the originators will decide among themselves how to share the proceeds of an intellectual property. The revenue would be shared based on the apportionment provided by the concerned Institute Faculty or primary Inventor. If they fail to arrive at a consensus, the IPC will analyze all available information and make a recommendation to the principal of KBPC.
- 1.9.4- If there are other legitimate claimants to the IP, they will be grouped either under “inventors” or “Institute”. While sponsoring or supporting organization will get their share of the proceeds from “Institute” share, individuals (including visiting professionals) who contributed to the invention will receive their share from that of the originators.
- 1.9.5- In case of Leaving employment of the Institute, Cessation of employment either by resigning, retirement, or completion of project/ course, under normal circumstances, will not affect an individual’s right to receive a share of “Royalty(ies)”, provided the IP/revenue was generated during the due course of their employment or association with the Institute. Such cessation shall not also absolve the Institute Personnel from their obligations towards confidentiality or the procurement/registration of IP in so far as executing necessary documents and/or assisting attorneys of the Institute towards the objectives of the Institute are concerned.
- 1.9.6- In the case of the death of the Inventor, any due share of the revenue will be paid to the legal representatives of the deceased.

### **1.10 Research & Development (R&D) Agreements:**

As part of its R&D programs, the Institute enters into agreements for funding and/or collaboration with other entities, such as universities, research institutions, industry, and funding agencies, including government agencies and foundations. Such agreements include Memorandum of Understanding (MOU), Research Agreements, Material Transfer Agreements (MTA), Material Testing Agreements (MEA), Technology Transfer Agreements, and Technology Licensing Agreements. To ensure that such Agreements are in compliance with the IP Policy of the Institute and to protect the interest of the Institute completely.

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### 1.11 Research and Development (R&D) & Ownership of IP:

The ownership of all IP developed by Institute personnel in the course of or pursuant to R & D at the Institute, with enough utilization of Institute Resources vests with the Institute. As an exception, joint ownership of IP with the Sponsor/ Funding Agency/ Industry will be considered under following circumstances:

1.11.1-Where R&D funding is provided by the Government of India, or a State Government in India, the IP generated will be governed as per the stipulations made by the Funding Agency at the time the funding is provided, consistent with national legislation, if any, that is applicable.

1.11.2-Where R&D funding is provided by Industry/ Private Agencies, following guidelines apply to ownership of IP generated, their commercial use and licensing, in recognition that the R&D work undertaken can be of one of the following categories:

1.11.2.1-**Sponsored R&D:** This is the category of R&D wherein the agenda for the research is set by the Institute Personnel (most often the Institute Faculty), who generate an R&D Proposal, based on their intellectual curiosity and chosen area of interest and specialization. The Sponsor/ Funding Agency, upon scrutiny and peer review of the Proposal, decide to fund the R&D Proposal, and sanction the necessary administrative and financial approval for the same. The IP in all such Sponsored R&D will be owned by the Institute, unless otherwise indicated as provided in 1.11.1. The Industry/ Private Funding Agency/ Collaborator shall have the first right to negotiate a non-exclusive royalty-bearing license for commercial use of the instant Institute-owned IP. An exclusive or sole license may not be available to any background IP owned by the Institute, if such background IP has been generated through public funding.

1.11.2.2-**Collaborative R&D:** In this category of R&D, would comprise projects that are jointly conceived, planned, and executed by the Institute Personnel, in collaboration and partnership with, the representatives, personnel, and staff of the Sponsor/ Funding Agency/ Industry/ Collaborator. Such projects will be characterized by substantial inventive and financial contributions from the Sponsor/ Funding Agency/ Industry.

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Consequently, the Institute would be amenable to considering joint ownership of the IP, with the corresponding Sponsor/ Funding Agency/ Industry.

1.11.2.2.1-The Institute will consider joint ownership of IP with an Industry/ Funding Agency/Collaborator that contributes its background IP to an Institute project, or makes intellectual contributions to the project IP through the participation of its employees in generating IP together with the Institute, provided the agency also meets a substantial part of the costs of the project. If the agency wishes to exploit such jointly owned project IP commercially, the Institute will grant the agency the first right to negotiate a royalty bearing license from the Institute. The agency's joint ownership will, however, be limited to the field of application, as identified in the project agreement with the Institute. The Institute reserves ownership of any IP generated in the fields of application not specified in the project agreement, and will be free to exploit the IP in those other fields of application without being accountable to the collaborating agency.

1.11.2.2.2-The Institute will consider joint ownership of IP generated in collaborations with start-ups and incubatees in which these agencies contribute their background IP or their manpower, whereas the Institute provides its own background IP, faculty expertise, and also a part of the collaborating agency's costs. If the start-up or incubatee wishes to exploit the IP generated from the collaboration commercially, the Institute will grant the agency the first right to negotiate a royalty-bearing license from the Institute. The agency's joint ownership will, however, be limited to the field of application, as identified in the agreement with the Institute. The Institute reserves ownership of any IP generated in the fields of application not specified in the agreement, and will be free to exploit the IP in other fields of application without being accountable to the collaborating agency, except not licensing to potential collaborators.

1.11.2.3 **Contract R&D:** This form of R&D would arise when a Sponsor/ Funding Agency/ Industry/Collaborator sets out a specific problem/ research agenda/ scope of work in the R&D. The Institute Personnel would essentially be working on the above problem/ research agenda/ scope of work, in the “work for hire” mode, and the Contract R&D Project would be completely funded by the Sponsor/ Funding Agency/ Industry/ Collaborator, to cover all direct and indirect costs, as well as all operating costs and

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overheads for the independent (out-sourced) execution of the Contract R&D. In such extreme and rare cases, the Institute may consider the request(s) for exclusive ownership of IP, from the Sponsor/ Funding Agency/ Industry/ Collaborator.

### **1.11 Disclosure and Confidentiality:**

- 1.11.1 At an appropriate stage in the development of an invention, the originator shall make a written disclosure of the concepts to the IPC, providing all such particulars as are vital to judge its commercial prospects. The IPC shall promptly acknowledge, in writing, its receipt of the disclosure and the date of receipt. The originator shall send one copy of his proposed manuscript, prior to submission of thesis, to the IPC.
- 1.11.2 All the departments in the Institute will be bound by the non-disclosure and confidentiality terms to be clearly spelled in a separate document. Each department is under obligation to file their R&D manuscripts, if any, on time to time basis, with the IPC. It is expressly understood by the departments that any information which relates to any Invention should be treated as Intellectual Property and therefore is not to be divulged without the prior consent of the IPC.
- 1.11.3 The Originator who has communicated with the IPC under Clause 1.10.1 shall refrain from publishing, reading, dissipating, circulating or disclosing the conception in any form whatsoever, since non-disclosure is one of the most important qualifications for intellectual property protection. The originator may disclose such conception, upon a prior written permission from the IPC, once an application for a patent, trademark or copyright has been made on the conditions described herein and the commercial rights in the conception are secured to the Institute.

### **1.12 Implementation of Intellectual Property Policies:**

- 1.12.1 The IPC shall prepare and distribute to the various departments copies of this document and other recommendations as may be considered appropriate for the implementation of the provisions of intellectual property policies and guidelines adopted by the Institute.



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1.12.2 The policies set forth herein constitute an understanding which is binding on Institute faculty, staff, and students as a condition of their participation in Institute research, teaching, and service programs.

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## SECTION 2

### **Intellectual Property (IP and Ownership)**

The primary objective of the IP Policy of KBPC is to establish appropriate principles for creation, protection, ownership and management of intellectual property (IP) in the Institute. Intellectual Property (IP) deals with any basic construction of human intelligence such as artistic, literary, technical or scientific constructions. Intellectual Property Rights (IPR) refers to the legal rights granted to the inventor or manufacturer to protect their invention or manufacture product. These legal rights confer an exclusive right on the inventor/manufacturer or its operator who makes full use of it's his invention/product for a limited period of time. This policy is further intended to protect the respective interests of all participants by ensuring that the benefits of such property accrue to the public, to the inventor, to the Institute and to sponsors of specific research projects in varying degrees of protection, monetary return and recognition, as circumstances justify or require. The policy will encourage the creative activity and give investors a reasonable return on their investment in research and development.

#### **2.1 Objectives of IP Policy:**

The major objectives of the IP policy of KBPC are:

- To provide an environment to the faculty members and the students of the Institute for creation, protection, and commercialization of intellectual property and to stimulate innovation and incubation.
- To provide a comprehensive single window reference system for all intellectual property rights issues relating to intellectual property generated at the Institute.
- To facilitate the transfer of knowledge into the technology for intending the users to promote utilization of such resources for benefit of the society.
- To create an environment for acquiring new knowledge through innovation and research, compatible with the educational mission of the Institute.
- To provide legal support, wherever necessary, to defend and protect the intellectual property rights obtained by the Institute against any infringement/ unauthorized use.
- To ensure the release of institute's rights relating to an IP, back to the researcher where Institute decides not to pursue the opportunity for commercialization.
- To provide an administrative system to determine the commercial significance of discoveries and developments and to assist in bringing these into public use.

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- To provide for an equitable distribution of economic gains resulting from new intellectual property among the developers or inventors.
- To provide incentives to inventors in the form of personal development, professional recognition, and financial compensation.
- To encourage students at all levels to develop patentable technologies and to provide financial assistance from the Institute to the extent possible.
- To create awareness on IPR through conducting seminars, conferences, invited talks and lectures, and training programs among the academic community.
- To create respect for other people's intellectual property among members of the Institute community.
- To significantly raise the level of awareness and interest/knowledge about IPR issues.
- To develop a broad understanding of the need to integrate IP in their innovation strategies business planning.
- To improve protection of IP achievements through increased registration of rights and increased use of non-registered protection methods.
- To improve the protection and enforcement IPR from infringements.

### **2.2 Scope of IP Policy:**

This policy covers all rights arising from the intellectual property devised, created or generated by the faculty members, staff, students, research scholars or persons employed in sponsored research and consultancy projects with visiting scientist/ professors/professionals who participate in teaching and research work being carried out at the Institute either on full-time basis or part- time basis, irrespective of the eligibility of these rights for registration. Research projects taken up by a faculty/student/project staff/supporting staff /visitor in the normal course of his/her appointment/engagement at KBPC with funds generating from KBPC/Government of India/state government/ international agencies, or foreign governments. Moreover, the collaborative research undertaken with other institutions including government departments and agencies, PSUs and private companies located in India. Research supported by companies and other private organizations through research projects or consultancy assignments. IPR Policy includes the IPR tools such as Patents, Copyright, Trademarks, Industrial Design, and designs for integrated circuits, etc.

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### 2.3 Ownership of Intellectual Property (IP):

This section refers to intellectual property that is patent-able or protectable by confidentiality agreements.

#### 2.3.1 Patents:

2.3.1.1-The Institute will not require to be assigned to it the intellectual property created by the creator (s) where there is use of usual Institute resources only.

2.3.1.2-The Institute will require to be assigned to it such intellectual property as is created by the creators through the use of Institute-supported resources. In this case, the Institute will take steps to commercialize the property through patenting or agreements. Where a patent is applied for, the creator shall agree to maintain all relevant details of intellectual property secret and confidential until the patent application is filed. In the case of protection through confidentiality, the same information will be kept secret and confidential as long as the intellectual property has commercial value. The creator shall furnish such additional information and execute such documents from time to time as may be reasonably requested for effective protection and maintenance of proprietary rights of the Institute in the intellectual property.

2.3.1.3-The creators of Institute-owned intellectual property shall retain their right to be identified as such unless they specifically waive off this right in writing.

2.3.1.4-Royalty accruing or any type of payment received from the commercialization of the Institute-owned intellectual property will be shared between the Institute and the creators.

2.3.1.5-If the patent is granted, it becomes the joint property of the originator and the Institute.

2.3.1.6-The Institute shall bear all the charges for patent search while filling up the patent form.

2.3.1.7-The Institute has the prerogative of finding a suitable partner for commercialization of the patents for first two years from the date of grant of the patent.

2.3.1.8-After two years, the originator may choose a suitable partner for commercialization of intellectual property created by creators. However, benefit sharing mechanism will be adhered to as per Clause no. 1.9. The originator, before going for technology transfer on his own, must seek the permission of IPC. The IPC should strive to dispose off the matter within two weeks.

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### 2.3.2 Copyrights:

The Institute will not own the rights in copyrightable works such as books, published articles or non-published articles, monographs, lectures, speeches and other communications produced by the faculties, academic staffs, research scholars and students in the course of research and teaching using Institute resources.

2.3.2.1-The Institute shall be the owner of the copyright on all teaching and instructional materials developed by the employees of the Institute as a part of any of the academic programs of activities at the Institute. However, the author shall have the right to use the material in his/her professional work.

2.3.2.2-Books, published articles, monographs, speeches and other communications produced by the faculty/ staff members/students in the course of research and teaching using the Institute resources will be outside the purview of this clause.

2.3.2.3-In cases where the copyrightable works including software are created by the employees of the Institute with significant use of Institute's resources, the Institute may demand assignment of the copyright of such works either in full or in part depending on the extent to which the Institute's resources have been used to produce the copyrightable work.

2.3.2.4-The Institute shall be the owner of the copyright of works produced by non-institute personnel associated with or engaged for any activity of the Institute either with or without intellectual contribution of the Institute personnel.

2.3.2.5-In case of thesis/dissertation/project reports written by UG/PG/research students during their academic session or research work in the institute, the ownership of copyright will be rest jointly with the student and his/her supervisor (guide).

2.3.2.6-The Institute shall be the owner of the copyright of works produced by non-institute personnel associated with or engaged for any activity of the Institute either with or without intellectual contribution of the Institute personnel.

2.3.2.7-If any copyrightable work is produced during the course of any sponsored /or collaborative activity, the ownership of copyright will be determined either according to the terms and conditions (related to IP) specified in the contract, if any, governing such activity or through mutual consultations and agreement with the sponsoring/collaborating agency.

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2.3.2.8-The ownership right for developing computer software/programs, development of any computer or mobile phone applications, computerized solutions for artificial intelligence, machine learning, machine automation and any other such applications will remain with the institute and will be dealt with the procedure similar to the patents.

### **2.3.3. Trade/Service mark:**

2.3.3.1-The ownership rights in all trademarks involving the institute shall ordinarily be vested with the Institute only.

2.3.3.2-If the institute 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).

### **2.3.4 Industrial designs:**

2.3.4.1-All industrial designs whether made by student/ researcher/ faculty (in furtherance of their responsibilities with the Institute) developed by utilizing the resources of the Institute, or with the mix of funds, resources and/or facilities of the Institute, shall ordinarily be vested with the Institute.

2.3.4.2-If the Institute determines that the industrial design was created by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the Institute and was conceived or reduced to practice without the use of resources of the Institute, then the industrial design shall vest with the individual (s).

### **2.3.5 Software programs:**

The Institute's Copyright policy towards software created by its personnel may be summed up as follows.

2.3.5.1-Invention(s) including software and design of programs created by the Institute personnel without significant use of the Institute resources and not connected with the profession for which he/she is employed at the Institute shall be owned by the creator (s).

2.3.5.2-For invention(s) including software and design of programs produced during the course of sponsored and /or collaborative activity, specific provisions related to IP made in contracts governing the collaborative activities shall determine the ownership of IP.

## **INTELLETUAL PROPERTY OF RIGHTS-2021**

2.3.5.3-The Institute shall be the owner of all invention (s) software and design of programs, created by a team of the Institute and non-Institute personnel associated with any activity of the Institute.

2.3.5.4-Non-Institute personnel, who create invention (s) including software, and programs design at the Institute without any intellectual contribution of the Institute personnel and significant use of the Institute resources, then Non-Institute personnel shall be the owner of such invention (s).

Except as stipulated above, the Institute shall be the owner of all invention(s) software and design of programs, created at the Institute.

### **2.3.6 Geographical Indications:**

A geographical indication is a sign used on products that have a specific geographical origin and possess qualities or a reputation that are due to that origin. In addition, the qualities or reputation of the product should be examined essentially due to the place of origin. Since the qualities depend on the geographical place of production, there is a link between the product and its original place of production.

### **2.4 Materials Transfer Agreement (MTA):**

MTAs are legally binding contracts and as such it is vital that an authorized signatory of the Institute executes the agreement properly. MTA is a contract that regulates the transfer of one or more materials from the owner (or authorized licensee) to a third party for internal research purposes only. Materials may include cultures, cell lines, plasmids, nucleotides, proteins, bacteria, transgenic animals, pharmaceuticals and other chemicals. MTA's can also be applicable for the transfer of materials in engineering/physical science applications

### **2.5 Technology Transfer:**

The Intellectual Property of the Institute held either in the name of the Institute (KBPC) or jointly with other Institutions/Industry will be marketed for commercial exploitation under agreements involving technology transfer, licensing and it's Inventor(s). The Inventor(s) may seek KBPC to assign the rights to them after a certain holding period.

### **2.6 Procedures for Management of Intellectual Property:**

The IPC will take a proactive approach for generation and protection of intellectual property in the Institute. The committee shall identify all intellectual property developed in the

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Institute through review of UG, PG and doctoral projects, inviting ideas/ proposals from students and faculty members of the institute.

On persuasion of the IPC, or on his own initiative, the originator(s) will place a formal proposal before the IPC with details of the invention or other IP product. The IPC will examine the proposal taking help of internal or external experts, if required. The originator (s) may be required to make a demonstration of the product or process, or give a presentation before the IPC. However, if the IPC may find that an invention has not been developed to an extent where a decision can be made on patentability or commercialization. In such cases, it will request the originator to provide additional information or data that might help in making a decision, or advise the originator to report back to the IPC after the discovery is brought to a more advanced stage.

- (a) IPC in coordination with Principal/Dean of the institute will ensure that every faculty member/technical staff signs the undertaking form, KBPC/IP/1 at the time of joining.
- (b) All departments will provide financial support in a fruitful means to all student projects with possible commercialisable outcome.
- (c) The institute will provide additional funds with higher outlay for project works with a commercial potential, wherever necessary.
- (d) The IPC will bring out brochures/newsletters and make necessary announcements in various media for creating awareness among academic community in regards to advancements on technology, patentable and commercial technologies, IP laws and amendments and legal aspects related to IP.
- (e) The IPC will conduct seminars, workshops, talks by eminent scientists and practitioners on IP related issues, and shall organize student groups to create greater participation.
- (f) At the time of submission of thesis, each student must sign and submit a declaration in form no, KBPC/IP/2 to Prof-In-Charge (IP).



# INTELLETUAL PROPERTY OF RIGHTS-2021

## SECTION 3

### General

#### 3.1 Regulatory:

The Institute, through its Agents, Attorneys or Advocates, shall ensure that all its R&D conducted independently, by the Institute Personnel discussed in this IP[ Policy, is not in violation of any regulatory law or any other law operational in India. In case of Collaborative R&D discussed in this IP Policy, the Institute should ensure that the concerned Agreement which governs the Collaborative R&D clearly spells out the responsibility of obtaining necessary regulatory approvals that may be required under the law for conducting said research or later actions thereto.

#### 3.2 Waiver of the IP Policy:

The Institute shall have the discretion to waive or vary any or all of the provisions of this IP Policy, or any of the rules or guidelines framed there under, in a particular case. Such discretion shall lie solely with the Director of the Institute. A waiver on one occasion and for a particular case shall not be deemed to be a waiver or variation or act as a precedent for a waiver or variation of the same or any other provision on a future occasion or for a future case.

#### 3.3 Amendment of the Provision and Guidelines of the IP Policy:

The Institute may amend the provisions and guidelines set out in the IP Policy from time to time. The Institute shall notify the Institute Personnel of such amendments as soon as possible. The amendments shall be in full force and effect on the date the amendments have been announced by the Institute to take effect.

#### 3.4 Conflict of Interest:

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the inventor(s) and/or their immediate family have a stake in a licensee company, then they are required to disclose the stake they and /or their immediate family have in the company, and license or an assignment of rights for a patent to the licensee - company in such circumstances, shall be subject to the approval of the IP Management Committee.

#### 3.5 Dispute Resolution:

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In case of any disputes between KBPC and the Inventor(s) regarding the implementation of the IP policy, the inventor(s) may appeal to the Principal of KBPC. The principal's decision in this regard would be final and binding on both institute and inventor.

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**INTELLETUAL PROPERTY OF RIGHTS-2021**

**Form No. KBPCIP/1**

**Rayat Shikshan Sanstha's  
Karmaveer Bhaurao Patil College, Vashi, Navi Mumbai**

Undertaking to be signed by all academic and technical staff joining Rayat Shikshan Sanstha's, Karmaveer Bhaurao Patil College, Vashi, Navi Mumbai

1. This is to declare that I have read and understood the policy of the Rayat Shikshan Sanstha's, Karmaveer Bhaurao Patil College, Vashi, Navi Mumbai with respect to intellectual property and the rights therein, titled ['Policy'] and that I agree to be bound by it and to follow its provisions during the period of my employment by the Institute.
2. I agree to report, disclosing full details, to the relevant authorities of the Institute any patentable or commercializable intellectual property that I may generate or participate in generating in accordance with the provisions of the Intellectual Property Policy.
3. (Strike out whichever is not applicable)
  - (a) I certify that I am at present under no contractual obligation with any person or organization, which are in conflict with the Policy. or
  - (b) I am at present under the contractual obligations detailed below:

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(Attach a separate sheet, if necessary)

4. I agree to share all intellectual property generated during the course of my work with the Institute in accordance with the Intellectual Property Policy of the Institute in vogue at the time of creation of the intellectual property.
5. I undertake to behave with dignity and broadness of mind while sharing intellectual property rights with my coworkers – students, faculty, technicians and other supporting staff as well as visitors.

Name:

Designation:

Department:

Employment Code:

(Signature)

Date:

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Form No. KBPC/IP/2

### Handling and Archiving of Theses and Dissertations submitted to

Rayat Shikshan Sanstha's

Karmaveer Bhaurao Patil College, Vashi, Navi Mumbai

#### Declaration by the Author of the Thesis or Dissertation

I, Mr./Mrs./Miss/Dr. \_\_\_\_\_ Roll no. \_\_\_\_\_ registered as a research Scholar or a student of programs such as B.Sc./B.Com./B.A./ M.Sc./M.Com./M.A./ Ph.D in the Department of \_\_\_\_\_ Karmaveer Bhaurao Patil College, Vashi, Navi Mumbai (hereinafter referred to as the 'Institute') do hereby submit my thesis, entitled: \_\_\_\_\_

\_\_\_\_\_ (herein referred to as 'my thesis') in printed as well as in electronic forms for holding in the library of records of the Institute.

I hereby declare that:

- 1) The electronic version of my thesis submitted herewith on CDROM is in PDF format.
- 2) My thesis is my original work of which the copyright vests in me and my thesis do not infringe or violate the rights of anyone else.
- 3) The contents of the electronic version of my thesis submitted herewith are the same as those submitted as final hard copy of my thesis after my viva voce and adjudication of my thesis on \_\_\_\_\_ (date).
- 4) I agree to abide by the terms and conditions of the Institute Policy on Intellectual Property (hereinafter Policy) currently in effect, as approved by the competent authority of the Institute.
- 5) I agree to allow the Institute to make available the abstract of my thesis to any user in both hard copies (printed) and electronic forms.
- 6) For the Institute's own, non-commercial, academic use I grant to the Institute the non-exclusive license to make limited copies of my thesis in whole or in part and to loan such copies at the Institute's discretion to academic persons and bodies approved from time to time by the Institute for non-commercial academic use. All usage under this clause will be governed by the relevant fair use provisions in the Policy and by the Indian Copyright Act in force at the time of submission of the thesis.

## INTELLETUAL PROPERTY OF RIGHTS-2021

- 7) I agree to allow the Institute to place such copies of the electronic version of my thesis on the private intranet maintained by the Institute for its own academic community.
- 8) I agree to allow the Institute to publish such copies of the electronic version of my thesis on a public access website of the internet.
- 9) If in the opinion of the Institute my thesis contains patentable or copyrightable material and if the Institute decides to proceed with the process of securing copyrights and/or patents, I expressly authorize the Institute to do so. I also undertake not to disclose any of the patentable intellectual properties before being permitted by the Institute to do so, or for a period of one year from the date of final thesis examination, whichever is earlier.
- 10) In accordance with the Intellectual Property Policy of the Institute, I accept that any commercialisable intellectual property contained in my thesis is the joint property of me, my coworkers, my supervisors and the Institute. I authorize the Institute to precede with protection of the intellectual property rights in accordance with prevailing laws. I agree to abide by the provisions of the Institute Intellectual Property Right Policy to facilitate protection of the intellectual property contained in my thesis.
- 11) If I intend to file a patent based on my thesis when the Institute does not wish so, I shall notify my intention to the Institute. In such case, my thesis should be marked as patentable intellectual property and access to my thesis is restricted. No part of my thesis should be disclosed by the Institute to any person(s) without my written authorization for one year after my informing to the Institute to protect the IP on my own, within 2 years after the date of submission of the thesis or the period necessary for sealing the patent, whichever is earliest.

**Name of student:**

**Name of supervisor(s):**

**Signature of student:**

**Signature of supervisor(s):**

**Signature of the Head of the Department**