

RAJIV GANDHI PROUDYOGIKI VISHWA VIDYALAYA INTELLECTUAL PROPERTY POLICY

1. PREAMBLE:

Rajiv Gandhi Proudhyogiki Vishwavidyalaya (RGPV) is a leading education institution having distinguished itself for providing quality education and research. In fact, the vision of RGPV is *“To disseminate affordable quality technical education for producing globally competent, technically tempered and socially responsible technical manpower to meet global challenges.”*

RGPV would like to further its vision and mission by adopting an IPR Policy that would be conducive to the research at RGPV and aid in reaping commercial benefits from the same.

RGPV’s IPR policy is designed to identify, protect and leverage the bouquet of IPRs that is generated from research – patents, copyrights, design rights and trademarks amongst others, that serve the purpose of knowledge diffusion and commercialisation. Through this policy, a system will be in place to bring order into the process of knowledge generation and commercial exploitation.

2. APPLICABILITY

This policy is applicable to all faculty members, researchers, students, start-ups, incubates, non-employees who participate or intend to participate in research projects at RGPV and also persons engaged in various schemes and projects (hereinafter, called ‘Personnel’).

3. INTELLECTUAL PROPERTY

3.1. Intellectual Property (IP) is an intangible knowledge product resulting from the intellectual output of the inventors, namely the Personnel. IP at RGPV thus is an outcome of in-house or sponsored or collaborative research, or industrial consulting.

3.2. IP that is developed at RGPV can include: know-how and other proprietary concepts, solutions, processes including an invention, scientific or technological development, computer software, genetically engineered microorganisms, business models, an aesthetically appealing design, a name, logo or other distinguishing mark, a research paper, teaching materials, or other copyrightable material, etc. Depending upon the subject-matter, the IPs developed at RGPV can be protected under respective IP Laws of India:

- 1) The Patents Act, 1970, as amended by The Patents (Amendment) Act, 2005;
- 2) The Trade Mark Act, 1999;
- 3) The Copyright Act, 1957;

- 4) The Design Act, 2000;
- 5) The Geographical Indications Act of Goods (Regulation and Protection) Act, 1999;
- 6) The Semiconductor Integrated Circuits Layout Design Act, 2000;
- 7) The Protection of Plant Varieties and Farmers Rights Act, 2001;
- 8) The Biological Diversity Act, 2002;

3.3. Copyrightable Works shall include all literary like books, publications, teaching materials etc., software, dramatic works, adaptations, audiovisual works, sound recordings and musical compositions and all other works as included in the Copyright Act, 1957 created with significant use of the University resources.

3.4. Trademark(s)/ Service-mark(s) shall include trademark(s), service-mark(s) logos, and all other marks as included in the Trade Mark Act, 1999 created for the University.

3.5. Patents shall include new and non-obvious inventions relating to technological advancements as included in the Patents (Amendment) Act, 2005.

3.6. Trade secrets includes an invention, technical research or discovery done through confidentiality, the same information is to be kept secret and confidential as long as the intellectual property has commercial value. The dissemination of any such information is barred.

3.7. GI includes a sign if when used on products will have a specific geographical origin and that the product derives its qualities or reputation due to that origin.

3.8. Further, the above forms of IP can be protected not only under domestic laws but also international regimes as decided on case to case basis. The Personnel should report such IP to the office of the Intellectual Property Cell (IP Cell) that deals with all activities relating to Intellectual Property of RGPV provided in Annexure A. The IP Cell would counsel and assist the Personnel in identifying one or more IPRs that get created in the course of their research and/or teaching that have potential for increased productiveness or break through development/inventions and creative activities as a means of effective communication and dissemination.

4. DISCLOSURE:

4.1. RGPV encourages timely disclosure of all potential IP (like marks, works, signs, etc.) / Inventions / Innovations generated (conceived or reduced to practice in whole or in part) by Personnel of the Institute in the course of their Institute related activities. Disclosure enables prompt action by RGPV to appropriately protect and disseminate the research activities occurring at RGPV.

4.2. The Personnel are required to disclose the invention/IP to the IP Cell at the earliest date using an Invention Disclosure form (IDF)/IP Form available with the IP Cell. Disclosure is a critical part of the IP protection process and it formally documents claims of inventorship, the date of the invention and other details of the invention.

4.3. All Personnel are required to maintain confidentiality of the details of the invention/IP developed. Such confidentiality shall be maintained till the date as demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public. In order to expedite and complete the procedural and legal formalities of IP protection, all inventors / creators of IP at RGPV are required to sign such identified documents and provide assistance to empower and enable IP Cell to complete these statutory requirements within stipulated time.

5. OWNERSHIP:

5.1. Ownership of IP developed at RGPV is broadly classified in three categories. The provisions of each are stated below:

5.1.1. **In-House Research:** All rights in respect of IP created in-house using the resources of RGPV by the Personnel of RGPV shall vest in and be the absolute property of RGPV. The inventor(s) shall assign the rights of the disclosed invention to RGPV. Usage of resources is elaborated in Annexure B.

5.1.2. **Financial Support from RGPV:** All IP shall be filed and generated on the name of RGPV, Bhopal i.e., RGPV will be the creator, because all the essential requirements such as infrastructural facilities along with the consumables and other expenditure related to the invention will be borne by RGPV, Bhopal. In such case, 50% of the financial assistance would be provided to the researcher/s after the publication of IP. The remaining 50% will be reimbursed to the researcher/s after the grant of the IP by the granting authority. If the IP is filed and generated by the researcher/s in their name then all the expenses shall be borne by them.

5.1.3. **Evaluation of the IP:** IP will be evaluated by the Research Advisory Committee.

5.1.4. **Sponsored Research:** Intellectual Property Rights (IPR) of inventions arising out of research projects undertaken on behalf of the sponsoring agencies shall be taken jointly in the name of RGPV and sponsoring agencies if the cost of filing and maintaining of the IPR is equally divided between the sponsoring agencies and RGPV. If the sponsoring agencies are

not forthcoming, RGPV at its discretion may apply for the IPRs with absolute ownership and RGPV will meet the entire cost of filing and protection of IPR. In the latter case, RGPV will inform the sponsoring agencies in writing prior to application for IPRs to avoid any unforeseen conflicts. If the sponsoring agencies express interest on such notice within 90 days, the terms will be mutually decided and documented in an agreement.

5.1.5. Collaborative Research: All intellectual property jointly created, authored, discovered, invented, conceived or reduced to practice during the course of collaborative research undertaken jointly by RGPV with Collaborating Institutions, shall be jointly owned; and the Collaborating Institutions will be requested to bear half the cost of filing and maintenance of the IPR. Where the Collaborating Institutions are not forthcoming for filing joint IPR application, RGPV at its discretion may file the application with absolute ownership and meet the entire cost of filing and protection of IPR. In the latter case, RGPV will inform the Collaborating Institutions in writing prior to application for IPRs to avoid any unforeseen conflicts. If the Collaborating Institutions express interest on such notice within 90 days, the terms will be mutually decided and documented in an agreement.

5.2. Ownership exemption: The possibility of exemption to ownership is given in the following cases and RGPV reserves the right to revise these exemptions on a case to case basis.

- 1) If the inventor / creator is not related with RGPV.
- 2) If the inventor / creator has not used significant resources of RGPV. The inventor(s) / creator(s) are to submit the lack of using significant resources (as described in Annexure B) for exemption purposes.
- 3) If RGPV is not interested to take forward the disclosed invention / creation towards IP protection or through prior specific agreement.
- 4) If a Personnel works in a university or company abroad/in India on EOL/sabbatical leave/earned leave when such assignment is not issued by RGPV.

6. TECHNOLOGY TRANSFER

6.1. The Intellectual Property of RGPV held either in the name of RGPV or jointly with other Institutions/Industry will be marketed for commercial exploitation under agreements involving technology transfer, licensing and revenue sharing models.

6.2. The IP Cell shall identify potential licensee(s) for the IPRs to which RGPV has ownership. RGPV may on its own or with the help of a Third-party agency(s) identify potential licensees. In the latter case, RGPV will enter into an agreement with the third-party and inform the concerned Personnel of the terms of such agreement.

6.3. In case of joint ownership, the Organization/Industry which has sponsored the activity, will have the first right to commercially utilize and exploit Intellectual Products emanating from the collaboration activity, whether or not the same have been formally protected by patent(s). The licensing to commercially exploit would involve technology transfer fee and also royalty payment from the first date of such commercial exploitation for a period that will be as mutually agreed upon and entered in an Agreement.

6.4. In the event of the other collaborating organization/industry not undertaking the commercial exploitation within a reasonable period of two years from the first date of development of the technology, RGPV reserves the right to transfer the said know-how to a Third Party for its commercial exploitation and use. In such instance, however, RGPV shall share the net proceeds from such commercial assignments, in equal measure with the collaborating organization/industry in the ratio 1:1.

6.5. In the event RGPV is unable to find a licensee within a certain holding period as mutually agreed with the Personnel (inventors), Inventor(s) may seek RGPV to assign the rights to them or any other entity willing to buy such rights.

7. REVENUE SHARING

7.1. The revenue arising out of licensing of IP and/or royalty would be shared in the appropriate ratio between the inventor(s) and RGPV respectively. Where RGPV reassigns the right of the IP to its inventor(s), the inventor(s) shall reimburse all the costs incurred by RGPV, which include protection, maintenance, marketing and other associated costs.

7.2. The revenue generated from the Intellectual Property shall be distributed as follows:

Case	Creator	Researcher/s / Funding Agency Share	RGPV Share	Service Account*
1.	University (RGPV)	40%	50%	10%

2.	Individual researcher/ Team of researchers	50%	40%	10%
3.	Company/ Industry/ Commercial Undertaking other than RGPV is the economic user, the income receivable from the economic user will be as provided in the licensing agreement with that Company, Industry or Commercial Undertaking	55%	35%**	10%

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

** The shares as mentioned above shall be determined after deducting the direct expenses if any from the total income received by the University.

*** The creator(s) share would be declared annually and disbursement will be made to the creator(s) or their legal heir, whether or not the creators are associated with the University at the time disbursement.

**** Co-creators that is research team members of IP shall sign at the time of disclosure a distribution of IP earnings agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The co- owners of intellectual property may at any time by mutual consent revise the distribution of IP Earnings.

The model for royalty sharing between creator(s)/ inventor(s) and institute is given below:

Case	Net Earnings	Inventor's (Researcher/s) Share	RGPV Share	Service Account*
1.	For the first amount (royalty)	50%	40%	10%
2.	For the second amount (royalty)	40%	50%	10%
3.	For the amount more than the first and second amount (royalty)	35%	55%	10%

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

8. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY

8.1 As a matter of policy, RGPV shall, in any contract between the licensee and RGPV, seek indemnity from any legal proceedings including this, but not limited to manufacturing defects, production problems, design guarantee, upgradation and debugging obligation.

8.2 RGPV shall also ensure that the Team will be indemnified as per the agreements with licensee(s) while transferring technology or copyrighted material to licensees.

8.3 RGPV shall retain the right to engage in or desist from or not in any litigation concerning patent and license infringements.

9. CONFLICT OF INTEREST

9.1 The inventor(s) are required to disclose any conflict of interest or potential conflict of interest while undertaking any IP related activity.

9.2 If the inventor(s) and/or their immediate family have a stake in a licensee or potential 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.

10. DISPUTE RESOLUTION

10.1 In case of any disputes between RGPV and the Inventor(s) regarding the implementation of the IP policy, the inventor(s) may appeal to the Vice-Chancellor of RGPV. Efforts shall be made to address the concerns of the inventor(s) by developing and instituting an arbitration mechanism and arrangement. The Vice-Chancellor's decision in this regard would be final and binding on both College and inventor.

11. JURISDICTIONS

11.1 As a policy, all agreements to be signed by RGPV will have the jurisdiction of the courts in MP and shall be governed by appropriate laws in India.

Annexure A

Role of IP Cell: IP Cell at RGPV provides guidance, support and resources to all RGPV personnel and facilitates protection and deployment of intellectual property. In achieving this goal, RGPV creates awareness about the importance and role of IP Rights, implements the IP policy, ensures transparency and fairness of implementation processes, solicits feedback regarding the fulfilment of the IP policy and periodically reviews the Policy to improve upon any shortcomings, strengthens the infrastructure and resources for protection and exploitation of IP and makes available expert inputs.

Issues of ownership, confidentiality, disclosure, patentability, technology transfer, revenue sharing, and conflict of interest among others play a very important role in any IP management and workshops / meetings conducted by RGPV to enhance awareness on related issues. RGPV also provides templates and guidelines for the contracts, agreements and MOUs governing the effective exploitation of the IP produced by RGPV. All such agreements and matters relating to confidentiality, infringements, damages, liabilities and compliance are administered by RGPV.

IP Cell shall assess the patentability of the invention and make one of the following recommendations:

1. RGPV shall take the responsibility of protection of the IP, in which case, RGPV will initiate appropriate processes.
2. In the event of RGPV not taking up the responsibility of protection of the IP, RGPV will inform the inventor / creator(s) that they are free to protect the IP on their own at their own cost.
3. Filings of IP Applications in foreign countries: Within a reasonable period of filing the complete IP application in India, RGPV shall, based on available information decide on the suitability of protection of the invention in foreign countries.
4. If RGPV opts not to undertake such protection in any specific country requested by the inventor(s), the creator(s) may then choose to protect the creative work on their own at their own cost. The ownership clause will prevail while making such foreign filing.

Renewal of IP Rights

A decision on the annual renewal of IP rights will be taken by RGPV on annual basis. If RGPV decides not to renew the IPR in any country, then it may assign the rights of the IP in that country to the creator(s) based on a request to that effect from the creator(s) and an internal review. In all cases where IP rights in any specific country have been reassigned to the inventor(s), RGPV shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by RGPV.