

INTELLECTUAL PROPERTY POLICY OF RGIMS

1. OBJECTIVES:

The Rajiv Gandhi Institute of Management and Science's (RGIMS) present and declared Intellectual Property (IP) Policy seeks to enable the safeguarding of intellectual property produced in the course of scientific investigation within the institution, while also providing opportunities for the creation of wealth, the mitigation of human suffering, and the improvement of human life. RGIMS encourages all academics, staff, and students to maintain records of their intellectual property so that it may be safeguarded and utilised for the benefit of the nation, the institution, and the innovators involved. RGIMS is eager to assist its faculty and staff in a proactive manner with the creation, protection, and exchange of intellectual property that presents the institute and inventors with the possibility of mutually beneficial outcomes. By implementing this strategy, a structured framework will be established to regulate the knowledge production and commercial exploitation processes.

2. FOR WHOM IS THIS MEANT?

This policy pertains to the entire Institute community, including all personnel, faculty, students, and visitors who participate in research activities at the institute, as well as those engaging in sponsored schemes, projects, consulting, or other Institute efforts.

3. WHAT CONSTITUTES INTELLECTUAL PROPERTY?

Intellectual Property (IP) is a form of intangible knowledge that arises from the inventive endeavours of the Institute's teachers, staff, and students, who are considered the innovators. IP is therefore the result of joint R&D, funded or in-house research, industrial consultancy, or other similar endeavours.

The Institute owns any original, new, and non-obvious product of human intellect generated at RGIMS that qualifies for protection under applicable government acts governing patent, copyright, and similar matters. Intellectual property (IP) may manifest in various ways, such as private concepts, processes, know-how, inventions, scientific or technological advancements, computer software, genetically modified microorganisms, and business models, among others as required.

The aforementioned forms of intellectual property may be safeguarded by domestic and foreign patent offices if the Institute and the Inventor deem IP protection to be essential. It is subsequently safeguardable both domestically and internationally. The Intellectual Property Cell (IP Cell) is responsible for all Institute-related operations pertaining to intellectual property. Scholarly innovations may possess the capacity to foster faculty entrepreneurship. Such actions will guarantee that the intangible IP is converted into a commercially viable physical form. In such situations, adherence to the Guidelines for Faculty Entrepreneurship is required. All entrepreneurship-related activities of each faculty are managed by the Entrepreneurship Development Cell office.

4. OWNERSHIP:

IN-HOUSE RESEARCH:

All rights pertaining to investigations conducted at the Institute shall be held in absolute possession by the Institute and the inventors, with the exception of activities conducted in collaboration with other institutions or agencies, or under the sponsorship of an agency, where ownership shall be mutually agreed upon and determined.

SPONSORED RESEARCH:

Inventions resulting from research projects conducted on behalf of the sponsoring agencies shall be granted intellectual property rights (IPR) jointly in the name of the Institute and the sponsoring agencies, unless the sponsoring agencies agree to pay the expenses associated with filing and maintaining the IPR, or as otherwise mutually agreed upon. If the sponsoring agencies are uncooperative, the Institute may file the application with absolute ownership at its discretion; the Institute will be responsible for the total expense of filing and protecting IPR.

COLLABORATIVE RESEARCH:

During the course of collaborative research conducted by the Institute in conjunction with Collaborating Institutions, all intellectual property that is jointly created, authored, discovered, invented, conceived, or reduced to practise shall be owned jointly. Furthermore, the Collaborating Institutions shall be responsible for the expenses associated with the filing and maintenance of the IPR. Should the Collaborating Institutions decline to provide complete financial coverage for filing and maintenance, the Institute will, if deemed appropriate, divide the expenses with the Collaborating Institutions in an equitable manner. In the event that the Collaborating Institutions fail to submit a joint IPR application, the Institute may, at its discretion, file the application with absolute ownership; the Institute will be responsible for all filing and protection costs associated with the IPR.

COPYRIGHT:

Work, including software, developed by RGIMS workers that makes substantial use of RGIMS resources shall be the property of RGIMS.

Should the institution anticipate a profitable outcome from copyrights, it may commence the process of filing and safeguarding those copyrights, with the inventor receiving a portion of the financial benefits subject to the institute's terms and conditions.

RGIMS shall retain copyright ownership of all instructional materials created by RGIMS staff in the course of offering academic programmes at RGIMS. The authors shall be permitted to utilise the unfunded technical content in the course of their professional endeavours. The copyright will be divided equally between the institute and the funding agency if the technical work is authored on behalf of the funding agency. By way of a customary deviance, RGIMS shall not assert copyright rights over publications and books written by RGIMS workers.

Any intellectual property (IP) produced during an inventor's external work (EOL) or earned leave (earned leave) at a university or corporation outside of India while employed by the institute will be owned jointly by RGIMS and the university/company.

5. TECHNOLOGY TRANSFER

The Institute's intellectual property, which is either held in the name of RGIMS or in collaboration with other institutions/industries, shall be marketed for commercial exploitation in accordance with revenue sharing, licencing, and technology transfer agreements.

The IP Cell shall identify prospective licensees for the intellectual property owned by RGIMS. When joint ownership is involved, the sponsoring organisation or industry will possess the initial right to commercially employ and exploit intellectual products resulting from the partnership, regardless of whether such products have received formal patent protection (s). Licencing for commercial exploitation would entail payment of a royalty and technology transfer fee beginning on the date of the initial commercial exploitation for a duration mutually agreed upon.

If the other collaborating organisation or industry fails to commence commercial exploitation of the technology within a reasonable two-year period from the initial date of development, RGIMS retains the right to transfer the aforementioned know-how to a third party for the purpose of commercial exploitation and utilisation. However, in such cases, RGIMS shall contribute an equivalent amount to the partnering organisation or industry from the net earnings generated by such commercial assignments, in accordance with the ratio specified in the Memorandum of Understanding for that particular project.

RGIMS would engage the services of a Technology Management Agency in an effort to capitalise on the IP generated by its Inventor and thereby promote the IP in a positive manner (s). The inventors may request RGIMS to transfer the rights to them following a specified period of retention.

6. REVENUE SHARING

The revenue generated from intellectual property licencing and royalties would be divided between the inventors and the Institute in the proportionate manner (at present, this proportion is 60:40). RGIMS shall retain copyright ownership of all instructional materials created by RGIMS staff in the course of offering academic programmes at RGIMS. The authors shall be permitted to utilise the unfunded technical content in the course of their professional endeavours. The copyright will be divided equally between the institute and the funding agency if the technical work is authored on behalf of the funding agency. By way of a customary deviance, RGIMS shall not assert copyright rights over publications and books written by RGIMS workers.

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In the event that RGIMS reassigns the intellectual property rights to its investors, the inventors shall be held liable for any expenses incurred by RGIMS, including but not limited to protection, maintenance, and marketing expenditures.

7. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY

In accordance with company policy, RGIMS shall seek indemnification from all legal proceedings, including but not limited to manufacturing defects, production difficulties, design guarantee, upgrade and debugging obligation, in any contract between the licensee and RGIMS.

Additionally, RGIMS shall guarantee that indemnity clauses are incorporated into licensee agreements by RGIMS personnel when transferring technology or intellectual content to licensees. RGIMS must maintain the prerogative to initiate, withdraw, or remain silent in any legal proceeding pertaining to infringements of patents and licences.

8. CONFLICT OF INTEREST

It is mandatory for the inventors to provide full disclosure of any existing or future conflicts of interest.

In the event that the inventors or their immediate family members possess a financial interest in a licensee-company, it is mandatory for them to divulge said interest. Furthermore, the IP Management Committee must grant approval for any licence or assignment of patent rights to the licensee-company in such situations.

9. DISPUTE RESOLUTION

The inventors may file an appeal with the principal of RGIMS in the event of any disagreements over the application of the IP policy between RGIMS and the inventors. An endeavour shall be undertaken to mitigate the inventors' concerns through the establishment and implementation of an arbitration system and arrangement. In this aspect, the Principal's decision would be conclusive and enforceable against the innovator and the institution.

10. JURISDICTION

All agreements to be executed by RGIMS shall be subject to the jurisdiction of the courts in Kakinada and shall be regulated by the applicable legislation. Within India