



Government Autonomous College Rajamahendravaram

(Affiliated to Adikavi Nannaya University)

Intellectual Property Rights Policy

1. OBJECTIVES:

- i. Aims to facilitate the protection and valorisation of intellectual property (IP) generated during scientific pursuits in the College and offers scope for wealth generation, alleviation of human sufferings and betterment of human life.
- ii. Urges all faculty, staff and students to document their IP, so that it could be protected and applied for the gain of the society at large, the institute and the concerned inventors.
- iii. Keen to facilitate faculties and staff of the college in a proactive manner in the generation, protection and transaction of IP which offer potential and scope for shared benefits to both Institute and the inventors. Through this policy, a system will be in place to bring order into the process of knowledge generation and commercial exploration.

2. FOR WHOM IS THIS MEANT?

- i. This policy covers all staff, faculty members, students and also persons engaged in sponsored schemes and projects, from UGC, DST, CSIR, APSICHE, DAE, NBHM, etc. and any other funding agency/ Institute as well as visiting scientists/professors/personnel who participate in the research work being carried out at the Institute.

3. WHAT CONSTITUTES INTELLECTUAL PROPERTY?

- i. Intellectual Property (IP) is an intangible knowledge product resulting from the intellectual output of the inventors, namely faculty, staff and students of the Institute. IP thus is an outcome of in-house or sponsored research, Industrial consulting or other forms of collaborative R & D.
- ii. Any product of the human intellect which is unique, novel, innovative, creative and unobvious and which qualifies for protection under relevant Acts of the Government for example patent rights, copy rights, trade marks etc. which are developed at the College. IP can be of the following forms: know-how, and other proprietary concepts, solutions, processes, including an invention, scientific or technological development, and even computer software, genetically engineered microorganisms and business models and other forms as the need arises.
- iii. The above forms of IP can be protected at national and international levels. The protection of IP is seen necessary both by the Inventor and the Institute. The office of the **Intellectual Property Cell (IP Cell)** deals with all activities concerning the Intellectual Property of the Institute.
- iv. The product of the intellect can have potential for faculty entrepreneurship. Such activities will ensure that the intangible IP reaches a tangible form that can be marketed. When this is the case, the Guidelines for Faculty Entrepreneurship shall be followed. The office of Technology Licensing and Entrepreneurship (**TOTLE**)



at Society for Innovations and Development (SID) handles all activities related to entrepreneurship of any faculty.

4. OWNERSHIP:

- i. **IN-HOUSE RESEARCH:** All rights in respect of investigations carried out at the Institute shall vest in and be the absolute property of the Institute except in respect of the activities carried out jointly with other institutions or agencies or under a sponsorship by an agency, in which case the ownership will be decided and agreed upon mutually under MoU.
- ii. **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 the Institute and sponsoring agencies; when the sponsoring agencies bear the cost of filing and maintaining of the IPR equally basing on the MoU. If the sponsoring agencies are not forthcoming, the Institute at its discretion may file the application with the absolute ownership and Institute will meet the entire cost of filing and protection of IPR.
- iii. **COLLABORATIVE RESEARCH:** All intellectual property jointly created, authored, discovered, invented, conceived or reduced to practice during the course of collaborative research undertaken jointly by Institute with Collaborating Institutions, shall be jointly owned; and the Collaborating Institutions will be requested to bear the cost of filing and maintenance of the IPR. In case the Collaborating Institutions are not forthcoming to bear fully the cost of filing and maintenance, if considered expedient by the Institute, the Institute will share the cost proportionately with the Collaborating Institutions as per the MoU. Where the Collaborating Institutions are not forthcoming for filing joint IPR application, the Institute at its discretion may file the application with absolute ownership and Institute will meet the entire cost of filing and protection of IPR.

5. COPYRIGHT:

- i. The College shall be the owner of work, including software created by college personnel with significant use of college resources.
- ii. If the institute foresees a gainful return from copyrights, it may initiate steps to file and protect such copyrights and share the financial benefits with the inventor on terms and conditions of the institute.
- iii. The College shall be the owner of copyright on all teaching material developed by the college personnel as part of any of the academic programs at college. The authors shall have the right to use the non-funded technical material in his/her professional capacity. If the technical material is prepared by the author on behalf of a funding agency, then the copyright will be shared between the Institute and the Funding Agency. As a traditional exception, the college shall not claim ownership of copyright on books and publications authored by the college personnel.
- iv. Any IP generated when an Inventor from the institute works in a university or company abroad/in India on EOL/sabbatical leave/earned leave, will be jointly



owned by the college and the University/Company.

TECHNOLOGY TRANSFER

- i. The Intellectual Property of the Institute held either in the name of College or jointly with other Institutions/Industry will be marketed for commercial transactions under agreements involving technology transfer, licensing and revenue sharing models.
- ii. The IP Cell shall identify potential licensee(s) for the IP to which College has ownership. 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.
- iii. 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. The College reserves the right to transfer the said know-how to a Third Party for its commercial exploitation and use. In such instance, however, the college shall share the net proceeds from such commercial assignments, in equal measure with the collaborating organization/industry in the ratio 1:1.
- iv. The college would endeavor to exploit the IP by commissioning a Technology Management Agency and thereby bring to a favorable light the IP produced by its Inventor(s). The Inventor(s) may seek the college to assign the rights to them after a certain holding period, governing the rules and regulations of the IPR Act.

6. REVENUE SHARING

- i. The revenue arising out of licensing of IP and royalty would be shared in the appropriate ratio (currently, this ratio is 60:40) between the inventor(s) and the Institute. Where the college reassigns the right of the IP to its investor(s), the inventor(s) shall reimburse all the costs incurred by the college, which include protection, maintenance, marketing and other associated costs from time to time.

7. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY

- i. As a matter of policy, the college shall, in any contract between the licensee and College, seek indemnity from any legal proceedings including this, but not limited to manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation.
- ii. The college shall also ensure that the college personnel have an indemnity clause built into the agreements with licensee(s) while transferring technology or copyright material to licensees.
- iii. The college shall reserves the right to engage in or desist from or not in any litigation concerning patent and license infringements.



8. CONFLICT OF INTEREST

- i. The inventor(s) are required to disclose any conflict of interest or potential conflict of interest initially.
- ii. 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.

9. DISPUTE RESOLUTION

- i. In case of any disputes between the college and the Inventor(s) regarding the implementation of the IP policy, the inventor(s) may appeal to the Principal of the College. Efforts shall be made to address the concerns of the inventor(s) by developing and instituting an Arbitration/Mediation mechanism and arrangement. The Principal's decision in this regard would be final and binding on both institute and inventor.

10. JURISDICTION

- i. As a policy, all agreements to be signed by the college will have the Jurisdiction of the courts in Rajamahendravaram and shall be governed by appropriate laws in vogue in the country.