

INTELLECTUAL PROPERTY RIGHT POLICY



RIMT UNIVERSITY, MANDI GOBINDGARH

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PREFACE

At RIMT university, we firmly believe in the power of knowledge and the transformative potential of intellectual pursuits. As an institution dedicated to higher education and research, we recognize the critical role that intellectual property plays in fostering innovation, creativity, and the advancement of society. With a deep commitment to the principles of academic freedom, collaboration, and responsible stewardship, we have developed this Intellectual Rights Policy to provide a framework that respects the rights of creators while promoting the dissemination and utilization of knowledge for the benefit of all.

This policy reflects our unwavering dedication to fostering an environment that encourages originality, scholarly inquiry, and the free exchange of ideas. We recognize the diverse range of intellectual contributions made by our faculty, students, staff, and other members of the university community, and we affirm their right to assert ownership and control over their creations within the boundaries set by law and institutional policies.

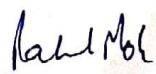
The Intellectual Rights Policy outlines the principles, rights, and responsibilities that govern the creation, ownership, and use of intellectual property at RIMT university. It seeks to strike a delicate balance between the rights of creators and the broader interests of the academic community and society at large. By establishing clear guidelines and procedures, we aim to foster an environment that both protects the rights of creators and encourages the widespread dissemination and utilization of intellectual property to generate positive societal impact.

This policy recognizes the dynamic nature of intellectual property and the evolving landscape of knowledge creation. It acknowledges the importance of embracing emerging technologies, interdisciplinary collaborations, and open access principles to drive innovation, enhance scholarship, and promote the public good. Additionally, this policy encourages responsible and ethical practices in the commercialization and transfer of intellectual property to ensure that its benefits are maximized while minimizing any potential negative impacts.

As an institution of higher learning, we are committed to providing our faculty, students, staff, and partners with the necessary support, resources, and infrastructure to navigate the complexities of intellectual property. We strive to cultivate a culture of awareness, understanding, and respect for intellectual rights throughout the university community. Furthermore, this policy underscores our dedication to upholding legal obligations, protecting confidential information, and adhering to relevant laws and regulations governing intellectual property rights.

We view this Intellectual Rights Policy as a living document, subject to periodic review and refinement to adapt to changing circumstances and emerging best practices. By doing so, we ensure that our policies remain aligned with our core values, promote the pursuit of knowledge, and advance our mission of creating and disseminating intellectual contributions that address the challenges and opportunities of our time.

We invite all members of the RIMT university community to familiarize themselves with this policy and actively engage in its implementation. Through collective commitment, open dialogue, and collaborative efforts, we can create an environment where intellectual property thrives, innovation flourishes, and the collective aspirations of our academic community are realized.


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1. PREAMBLE

- Intellectual Property Rights (IPR) refer to the legal rights granted to individuals or entities to protect their creations or inventions. These rights provide exclusive control and ownership over intangible assets, such as ideas, innovations, designs, artistic works, trademarks, and trade secrets.
- Intellectual Property (IP) is a broad term encompassing novel and creative works that arise from research, innovation, and teaching activities across various disciplines. It includes, but is not limited to, fields such as natural sciences, social sciences, humanities, performing arts, engineering, and more. IP represents the tangible and intangible outputs of human intellectual endeavors and embodies the results of original thought, ideas, and expressions.
- Such IP includes, for instance, (i) process to synthesize a new material, (ii) new design of a product or service, (iii) an algorithm, software, or an "app" to achieve a certain computational, communication or control function, as also (iv) teaching and learning resources and (v) academic books and published articles.
- Documentation of IP may take the form of a research article, book, thesis, project report, drawing, lecture notes, lab notes, documentary film, etc.
- Protection of IP will, however, take the form of a copyright, patent or trademark registration depending upon the IP. In particular, research articles, books, theses, drawings, lecture notes, lab notes, documentary film are copyrighted, while (new) inventions, designs, algorithms, etc. are patented.
- RIMT university is a research-driven university, it expects its faculty and students to spend significant fraction of its time engaged in research and innovation, while disseminating research outcome in the form of publications of journal articles, books, or conference presentations.
- While RIMT university aims to offer world-class modern undergraduate and post-graduate programmes, its curricula, pedagogy and teaching and learning materials are expected to be creative and uniquely different.
- It is expected that in time to come significant IP will be generated by the university's faculty and students. It is, therefore, important for the university to protect rights to all such IPs so that interests of the faculty, students and the university are adequately protected. This document on university policy on IP rights is in response to that need.

2. ABOUT THIS DOCUMENT:

- a) This document identifies all issues that concern generation of IP by the faculty, staff and students of RIMT University, protection of IP in the form of patent, copyright, trademark, etc., and the licensing of its IP rights to third parties for commercialization.
- b) This document is subject to the IPR laws of India, such as Trade and Merchandise Marks Act, 1958, Patent Act, 1970, Copy Rights Act, 1957 and Designs Act, 2000 etc. and their amendments.
- c) In doing so, this document outlines the university's policy towards:
 - i. Publication of research outcomes in journals or at conferences or in the form of books,

- ii. Establishing ownership of IP created by its faculty, staff and students, or co-ownership in case research is sponsored by a third party or research is conducted in collaboration with researchers from another organization,
- iii. Licensing of, or transfer of, IP rights to third parties for commercialization and consequent sharing of revenue with co-inventors,
- iv. Dissemination and enforcement of IPR policy, including its reflection in employment contracts, in agreements concerning research grants or collaboration with other organization, or in contracts with vendors supplying goods and services to the university,
- v. Academic recognition to faculty towards promotions or tenure decisions for generation of IP in the form of a patent, etc.
- vi. Establishing a university-wide committee to manage all aspects of IP, including generation, protection and licensing of IP, together with budgetary and administrative support needed therefore.

This document should be periodically reviewed, and changes made depending upon need and experience gained.

3. OBJECTIVES

The objectives of this policy document are as follows:

- i. To foster, intensify and encourage creative activities in all the areas in which academic, consultancy and research programs are offered by the university.
- ii. To protect the legitimate interest of faculty / scholars / students of the university and to avoid as far as possible conflict of opposing interests.
- iii. To incentivize innovation, creativity, and investment by granting legal protection and exclusive rights to the creators or owners.
- iv. To lay down a transparent administration system for the ownership and control of intellectual properties and sharing of the revenues generated and owned by the university.

4. DEFINITIONS

In this document the following definitions shall apply,

- a. **"The University"** means RIMT university.
- b. **Creator or Inventor** means any individual directly and/or indirectly associated with RIMT University, and includes those who are regular faculty and staff members who are on probation, or on contract and those who are employed on temporary basis either in the University and/ or in projects and those who are researchers or students who are responsible for the creation or invention of an intellectual property using the facilities of the University.
- c. **"IP generated"** means IP generated by a member during the member's tenure/engagement with the University.
- d. **"IP rights"** means ownership of IP, together with identification of list of members who have contributed to creation of such IP.
- e. **"Infrastructure facilities"** means physical infrastructure such as laboratories, lecture rooms, IT resources (including computer and storage servers, specialized software), and

other services provided by university (such as HR, Finance & Accounts). Infrastructure facilities will exclude use of the library, access to Internet and email services and other facilities such as on-campus housing, gymnasium.

- f. **"Employee's obligations to the University"** means work carried out by a member as part of deliverables expected of him/her as part of employment or studies. This includes research, teaching, administration, or service to the university.
- b. **"Sponsor"** means an organization that commits itself to providing funds, equipment, etc. for a defined, time-bound activity at the university such as basic/applied research, consulting assignment, training programme, etc.
- c. **Third party/External party** refers to any person or entity not associated with the RIMT university.
- d. **Intellectual Property (IP)** denotes the specific legal rights which inventors and other IP holders may hold and exercise. Intellectual property includes Patents, Trademarks, Copyrights and Industrial Designs each differ in its scope, purpose and effects. IPR aims to exclude third parties from exploiting protected subject matter for a certain specified duration of time without explicit authorization from the right holder.
- e. IPR owners can use or disclose their creations without fear of loss of control over their usage during the course of dissemination of their Creation/Invention.
- f. IP confers a bundle of exclusive rights in relation to the particular form or manner in which ideas/information are expressed/manifested in the following and related items.
 - i) New and useful scientific and technical advancements in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties etc. which are patentable.
 - ii) Industrial and architectural designs, models, drawings, creative, artistic and literary works, teaching resource materials, generated records of research including thesis and dissertations which are copyrightable.
 - iii) Trademarks, service marks, logos etc.
- g. **Copyright** means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work.
- h. **Patent** means a patent granted under the provisions of the Indian Patents Act, 1970, and later as modified from time to time.

5. APPLICABILITY OF IPR POLICY

- i. This policy on IP rights (IPR) will apply to full-time members of the university (and this includes faculty, staff and students).
- ii. This policy on IPR will also apply to all part-time "Guest" or "Adjunct" faculty or part-time students, but only to the extent of their engagement with the university.
- iii. This IPR policy will also have a bearing on an agreement that the university signs with a sponsoring organization, collaborating organization or with a vendor.

6. OWNERSHIP OF IP

6.1 Published Materials

- i. The university recognizes that globally faculty and students prefer to publish their

research outcomes or creative works in the form of journal articles, papers presented in conferences, newspaper articles, or as books. They do so in order to ensure that the research outcome is disseminated globally, and in the shortest possible time.

- ii. As a consequence, the university encourages its members to publish their findings in journals, conferences, newspaper articles, or as books, etc. even as the university recognizes that relevant publishers will own copyright to such works. In all such cases, the University will not seek to own rights to such IP.
- iii. However, members should understand that publication in a journal or at a conference, or as a book may jeopardize any effort later to file a patent application.

6.2 Thesis /Dissertation

- i. As is the practice in universities elsewhere, the copyright to thesis/dissertation will be owned by the student.
- ii. Note, however, copyright pertains only to thesis document itself (or equivalently to the form in which the research findings or creative work are documented), whereas ownership of invention/development described in the thesis will be governed by IPR policy statements made elsewhere in this policy document.

6.3.Creative Common License

- i. The university also recognizes that globally faculty and students sometimes prefer to place their creative works under one of the 'creative commons licenses' that allows members to retain copyright while allowing others to copy, distribute, and use their work. They do so with a view to contribute to growing and collective wealth of knowledge for everyone to freely use.
- ii. As a consequence, the university encourages its members to share their creative works under creative commons licenses, while retaining copyright to the IP. In particular, the University will not seek to own rights to such IP.
- iii. Here again, members should understand that placing their creative works in Creative Commons may jeopardize any effort later to file a patent application.

6.4 Other Creative Works

- i. The university recognizes that there are forms of creative works for which the copyright will either vest with the creator(s) or with the organization that publishes them. Consequently, the University will not seek ownership to such works. Such creative works include, but is not limited to, blogs, newspaper articles, films, documentaries, music compositions, teaching and learning materials, etc.
- ii. Unless otherwise agreed to, under the conditions listed above, the University will seek assignment of copyright to such creative works if it is specifically commissioned by the University by way of funds, ideas, etc.

6.5 IP Generated by Faculty or Students:

- i. The university will seek to own, and thus protect, all IP generated by its faculty or students as part of their obligations to the University. This is, however, subject to certain conditions set forth below.

- ii. The university will not seek to own, nor protect, any IP generated by its members which is (a) unrelated to their obligations to the university, and does not use university's infrastructure. IP generated from a project funded by a sponsor will be owned by the university if significant infrastructure facilities of the university are used. However, depending upon the level of funding and research contribution by sponsor, co-ownership of IP may be negotiated by the university and incorporated into an agreement before the project is started.

6.6 IP Generated from Consulting Assignment:

- i. IP generated from a consulting assignment awarded to a member by a sponsor will generally be owned by the sponsor.
- ii. However, if significant resource(s) of the university are used, or if the assignment is only partly funded by sponsor, the university will negotiate with the sponsor co-ownership of IP so generated.

6.7 IP Generated out of Research Collaboration

Ownership of IP generated as a result of research collaboration with researchers from another organization that is not funding the research will be decided mutually anytime during course of collaboration.

6.8 Academic and Teaching Programmes:

- i. For every academic (or teaching) programme offered, the university will own the IP concerning its curriculum (viz. description of admission & graduation requirements, programme structure, pre-requisites, description of individual courses together with associated credits, standardized lab experiments together with lab manual, pedagogy, etc.).
- ii. However, copyright to all teaching/learning resources developed by member(s) shall vest with the member(s). This includes lecture notes or slides, tests, quizzes, home assignments, learning materials, etc.

6.9 IP Generated by start-ups:

- i. IP generated by start-ups that are part of university's incubation programme shall be owned by the start-up.
- ii. This will remain so even though members are engaged with a start-up company on a part-time basis or full-time basis on leave from the university (this is also covered by policy statement concerning IP generated during a member's visit to another organization on leave from the university).

6.10 IP generated by members while visiting another Organization:

- i. Any IP generated by any of its members while visiting another organization on leave from the university will be subject to the IPR policy of that organization.
- ii. However, if the IP so generated has its origin while working at the University prior to the visit, the University and the organization may enter into an agreement to co-own IP or assign IP to either organization.

6.11 IP Generated by Contractors, Consultants and Vendors

All IP generated by contractors, consultants or vendors as part of their engagement with the University will be owned by the University, unless agreed to otherwise as part of

the contract.

6.12 Access to IP owned by the University:

As a matter of IPR policy the university allows its members free access to all IP that it owns (or co-owns with another organization) and its use for purpose of teaching and continued research at the university.

7. PROTECTING IP RIGHTS:

- a. Every time an inventor (or group of co-inventors) identifies and proposes that a certain research outcome be protected by the University, the University will follow a defined process to determine whether it will seek protection of the proposed IP in the form of a patent (or copyright, or trade mark or design).
- b. If the university decides to proceed with protection of IP, the university shall put in the requisite time, effort and funds and seek protection of IP within India and/or in other regions.
- c. The concerned member(s) will, on their part, provide all technical details including consent necessary to file an application for obtaining rights on such IP.
- d. Once granted, the university will set aside funds for subsequent maintenance of patents or copyrights.
- e. However, in case where the university decides to not proceed with protection of IP, the member(s) may proceed to protect the IP by filing for patent or copyright registration at their own cost, and claim ownership to the IP.
- f. In such cases the university will seek the right for its members to use the IP for purpose of teaching and continued research at the university.

8. ACADEMIC RECOGNITION FOR GENERATION OF IP:

- a. The university will evolve a mechanism to grant academic recognition at the time of promotions and tenure decisions for contribution made by faculty members once a patent has been granted, or applied for, in India or abroad.
- b. It is to be understood that the said recognition will be greater in case the IP is licensed to, or transferred outright, to a third party for commercialization.

9. GRANT OF LICENSING IP FOR COMMERCIALIZATION:

- a. The university will evolve processes, together with terms for one-time (or periodic) royalty payments, by which it grants license, or outright transfer, to a third party for commercialization of IP that it solely owns, or co-owns with a collaborator.
- b. In case of any IP it co-owns with a collaborator (or sponsor), the university will engage with the collaborator before granting license to a third party for commercialization of IP.
- c. In some cases the third party referred to may be the collaborator with which the university co-owns the IP.
- d. The university will be liberal in granting license to a startup if one of the inventors of IP is a promoter of the start-up.
- e. Even in cases where IP is licensed or transferred to a third party, the university will seek to retain the right to use the IP for purpose of teaching and continued research at the university.

- f. The university will follow the formula for sharing with inventors a part of the royalty payments it receives as a result of licensing the IP or for its outright transfer, which will form part of the consultancy policy document.

The revenue sharing arrangements are as follows: 60% of the total revenue (lump sum payment, royalty or any other form) accruing from the commercial exploitation of IPR owned by the university shall be credited to creators. 40% of the revenue shall be credited to the university. Out of the university's share, 20% shall be spent for carrying out IPR related activities. Out of remaining 20%, 15% would be spent on research promotion, and 5% would be utilized for upgrading departmental library.

10. MONITORING AND RESPONDING TO INFRINGEMENT OF IPR:

- a. In case of any IP the university owns, or co-owns with a collaborator, the university will evolve mechanisms to monitor infringement of IPR by another organization, and suitably respond to any infringement. Towards this the university will evolve a mechanism to monitor and respond suitably.
- b. In case of IP it co-owns with a collaborator:
- The university will monitor and respond in case a collaborator infringes on the university's rights in violation of the IPR sharing agreement with the collaborator.
 - The university will make every effort to ensure that its own faculty and students do not infringe upon IP rights co-owned with collaborators, or IP that is solely owned by third parties.

11. LIABILITY OF THE UNIVERSITY FOR INFRINGEMENT OF IPR:

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


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