



Rajiv Gandhi Institute of Petroleum Technology

INTELLECTUAL PROPERTY RIGHTS POLICY

1. Objectives of the Intellectual Property (IP) Rights Policy

The Rajiv Gandhi Institute of Petroleum Technology, Jais, Amethi (hereinafter referred as RGIPT) was created vide Act of Parliament bearing Act No. 54 of 2007 namely “The Rajiv Gandhi Institute of Petroleum Technology Act, 2007” (hereafter referred as Act of 2007) as an institute of National Importance. Thus, the institute was established with following prime objectives:

- I. To promote novel concepts, scholarly work, and research in an ethical setting in order to stimulate technological, scientific and humanistic advancements.
- II. To translate creative work produced by RGIPT academics, students, and staff into intellectual property (IP) rights while minimizing conflicts of interest.
- III. To establish an effective, equitable, and open administrative procedure for RGIPT-created and owned intellectual property ownership, control, and rights transfer, as well as revenue sharing.

The goal is to foster an innovative culture and convert it into goods, methods, and services that can be used for profit for the benefit of the public. All academics, staff, and students are urged by RGIPT to record their intellectual property (IP) so that it can be safeguarded and used for the benefit of the nation, the organization, and inventors. Before filing an IPR through the cell or by any other method, all RGIPT personnel should notify the IPR cell about any such claims. If possible, they should include a statement of their relationship with RGIPT in all their IPR filings to facilitate the commercialization process.

RGIPT is eager to provide faculty members, students and staff with proactive support in the creation, safeguarding, and exchange of intellectual property, which presents opportunities for mutual gain for the institution and inventors. A framework for establishing order in the process of knowledge development and economic exploration will be established by means of this policy.

2. Scope of the Intellectual Property (IP) Rights Policy

This policy covers all faculty members, students, staffs and persons engaged in sponsored schemes and projects, through different funding sources and any other initiatives of the Institute. The policy also covers visiting scientists/professors/personnel who participate in the research work being carried out at the Institute or using the Institute's facilities. The IP rights policy is to be followed in all matters related to IP at RGIPT (“Institute”) or IP developed by or with the support of RGIPT.

Intellectual Property (IP) is an intangible knowledge product resulting from the intellectual output of the inventors, who can be faculty members, staff and students or other associate of the RGIPT. IP thus is an outcome of research, industrial consulting or other forms of collaborative R & D.

Any product of the human intellect which is original, novel, inventive, unobvious, capable of industrial application and which qualifies for protection under relevant laws relating to patent, copy right, trademark etc. and developed at RGIPT or with the assistance of the RGIPT.

The product of the intellect can have potential for faculty members' entrepreneurship. Such activities will ensure that the intangible IP reaches a tangible form that can be marketed and commercially explored. Incubation Centre, RGIPT and other centers of the Institute might help inventors to market it. The intellectual properties without limitation can be broadly listed as:

Patents, Copyrights, Trade/Service marks, Industrial designs (or Design registration), IC layout designs (Layout-Designs or Topographies of Integrated Circuits), Plant Variety Protection (New plant variety), Geographical indication, and Trade secrets.

3. Constitution of Institute Intellectual Property Rights Committee (IIPRC)

An Institute Intellectual Property Right Committee (IIPRC) shall comprise of the Dean, Research and Development as Chairman, Coordinator-IPR Cell, and three additional members nominated by the Director. The nominees will serve a three-year term. IIPRC shall be responsible to administer all decisive issues related to IP policy and such other relevant matters as shall be determined from time to time.

4. IPR Ownership

A. RGIPT Ownership

Intellectual property of any kind created at RGIPT or with the assistance of RGIPT by faculty members, students, staff, project staff, visitors and others, such as trainees from other institutes, participating in RGIPT programs or using RGIPT funds or facilities are owned by RGIPT when either of the following applies:

- I. Intellectual property was created in any manner with the significant use of funds or facilities administered by RGIPT.
- II. Intellectual property was created in any manner (i) as a part of the normal professional duty or (ii) work for hire.
- III. The intellectual property was created in any manner in the course of or pursuant to a sponsored/consultancy research agreement with RGIPT. In such cases, specific provisions related to IP made in contracts governing such activity will determine the ownership of IP.
- IV. Intellectual property was created in any manner as a part of academic research and training leading towards a degree or otherwise.

All copyrights, including copyrighted software will be owned by RGIPT when it is created as a part of any of the academic programs of RGIPT or created pursuant to a written agreement with RGIPT, providing for transfer of copyright or ownership to RGIPT. More specifically:

- A. RGIPT will be the owner of the copyright on all teaching materials created by RGIPT and non-RGIPT personnel for external agencies, institutions and industry under the continuing education and distance education programs of RGIPT. However, the authors will have the right to use the material for their teaching and research activities.
- B. RGIPT will not claim ownership of copyright on books and scientific articles authored by RGIPT personnel. However, RGIPT will have the copyright if books and reports have been created using funds specifically provided for this purpose by RGIPT.
- C. Any IP generated when an Inventor from the institute works in a university or company abroad/in India on sabbatical leave/earned leave, may be jointly owned by RGIPT and the University/Company. When significant use of funds or resources of RGIPT were not used, the inventors from the institute working in a university or company abroad/in India as intern/visiting faculty member in sabbatical may be allowed to hold IP along with the members of external University/Company.
In case the inventor leaves the institute (RGIPT), the ownership will remain with the institute and inventorship rights will be with the inventor claiming all the rights/earnings even after leaving the organization as mentioned in Section 9 B of this policy.

B. Inventor/Author Ownership

Inventors/Authors will own intellectual property when

- I. None of the situations defined above for RGIPT ownership of intellectual property applies.
- II. It is created outside their assigned/normal area of research/teaching, for example, popular novels, poems, musical compositions, or other works of artistic imagination, without the use of significant institute resources.

After evaluation of IP, RGIPT decides not to take the responsibility for the protection of IP, then it will assign the rights of the IP to the inventors.

C. Third-Party Ownership

Ownership of intellectual property resulting from:

- I. Funds provided partially or fully by a third-party to RGIPT will be governed by specific provisions in the contract (MoU/MoA) between the third-party and RGIPT.
- II. Exchange programs between RGIPT and other institutions will be governed by specific provisions in the contract (MoU/MoA) between the third-party and RGIPT.

III. In case no such specific contract (MoU/MoA) exists, IPR will remain with RGIPT.

5. Disclosures, Confidentiality and Assignment of Rights

- I. For sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of IP will apply.
- II. For all other IP produced at RGIPT, the inventors will be required to disclose their IP to the IPR Committee constituted by the Director at the earliest.
- III. The inventor shall assign the rights of the disclosed IP to RGIPT before leaving the institute and will agree to the terms and conditions for the sharing of any financial benefits received by the institute by commercialization of such IP.
- IV. Having made the disclosure, the inventors, both RGIPT and non-RGIPT personnel, shall maintain confidentiality of the IP during the period it is pending with RGIPT for the assessment of the possibility of commercialization and protection of IP, unless authorized in writing by RGIPT.

6. Evaluation of Intellectual Property

- I. Evaluation of Intellectual Property will be done by the IPR Committee.
- II. Evaluation of IP means:
 - a) Assigning ownership of IP
 - b) Determining whether an IP is innovative and fit for filing in India and foreign countries
 - c) Determining whether the IP has a reasonable chance for commercialization
- III. After evaluation of IP, if RGIPT decides not to take the responsibility for the protection of the IP, then it will assign all the rights of the IP to the inventors.
- IV. Even in such cases, as in (III), RGIPT may take the responsibility of facilitating protection of the IP on case-to-case basis.
- V. A decision on the renewal of IP rights, as per applicable laws, will be taken by the IPR Committee. If RGIPT decides not to renew the IP, fully or partially, then it will assign the rights of the IP, wherever relevant, to the “inventors.”

7. Contracts and Agreements

All agreements related to IP, including, but not limited to the following categories, undertaken by any RGIPT personnel and students will require approval by the institute:

- I. Allegiance, Affirmation and Confidentiality Agreement.
- II. Evaluation Agreement.
- III. License Agreement
- IV. Technology Transfer (Commercialization) Agreement
- V. Alternative Dispute Resolution Agreement
- VI. Classified Information Non-Disclosure (specific) Agreement

Director, RGIPT will assign an authorized signatory in all categories of agreements listed above.

8. Patent (Filing & Maintenance) and Commercialization

A. Patent (Filing & Maintenance)

All expenses for obtaining and maintaining statutory rights in Institute owned intellectual property will be borne by the Institute subject to the production of the patentability search report to the IIPRC by the applicant through a patent agent before the patent application is actually filed. The institute will pay the patent fees for the first seven years in all cases, from the date the patent is being granted, where the patent is owned by the institute.

If it is a joint patent with a sponsoring agency/ collaborating Institution, the patenting costs will be equally shared with the sponsoring agency. If the patent has been commercially exploited within the first seven years, the institute and sponsoring agency/ collaborating Institution will jointly pay the annuity fee for maintaining the remaining period of the life of the patent.

Where the sponsoring agency/ collaborating Institution is 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.

- *Date zero:* the inventor discloses the nature and particulars of the intellectual property they have created to the Institute in the prescribed Disclosure Form.
- *Zero plus one hundred eighty days (six months) or earlier:* If the property is found to be assignable to the Institute and the Institute wishes to own the property as per section 4 (A), the Institute files the patent, or proceeds directly for commercialization through confidentiality agreements with third parties, whichever is practicable. The inventor should provide all necessary data and documents for filing the patent within 15 days of the notice served by the Institute intimating its decision to patent.
- *Zero plus seven years:*
The Institute reviews the situation if the intellectual property has been commercialised; the subsequent cost of maintaining statutory protection will be met through receipts from the licensee.
If the patent has not been commercially exploited within the first seven years, the patents renewal cost for subsequent years will be shared by the institute and creator(s) / inventors(s) on 50:50 basis. If the inventor is not interested in renewing the IP rights, the institute may decide to continue paying the fee for its full term or withdraw the application at its own discretion.

B. Commercialization

- I. RGIPT shall market the IP and identify potential licensee(s) for the IP to which it (i) has ownership and (ii) for which rights have been assigned to it.
- II. For the IP where exclusive rights have not already been assigned to a third party, the inventors may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care to ensure that the value of the IP is not affected.
- III. If RGIPT is not able to commercialize the IP in a reasonable time when the inventor(s) may approach RGIPT for assignment of right to the invention(s) to them.
- IV. The valuation of technology should be done by the inventor(s) followed by IPR Committee constituted by the Director RGIPT.

C. Inventor(s) IP Earnings Distribution

At the time of filing of the invention itself, the Institute in consultation with the inventor(s) and other beneficiaries, as it may deem fit, shall finalize the distribution of earnings. The signed agreement will be kept securely in the office of Dean R&D, RGIPT for the future reference.

D. Revenue Sharing

The net earnings from commercialization of IPR owned by RGIPT would be as follows:

Case	Net earnings	Share of Inventor(s)	Share of RGIPT
1	For the first amount X	65%	35%
2	For the next amount X	45%	55%
3	For amounts more than 2X	25%	75%

It is suggested that amount X be initially fixed at Rs. 50 lakhs. The inventor(s) share would be declared annually, and disbursement will be made to the beneficiaries/ legal heir (s) in accordance with the above-signed document, whether or not the inventors are associated with RGIPT at the time of disbursement. It is to be noted that the Institute contribution may be used for the promotion, upgradation, maintenance, protection and any other related activities of the invention. The earnings of RGIPT shall be transferred to the Institute Development Fund.

9. 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 or potential licensee company, then they are required to disclose the stake they and/or their immediate family have in the company. Under these circumstances, it must be ensured by the inventor(s) that their entrepreneurial activities do not have an adverse impact on inventor(s) teaching, research, and any other institutional responsibilities.

10. Dispute Resolution

In case of disputes between RGIPT and the inventor(s) regarding the implementation of the IP policy, the aggrieved party may resolve the issue with mutual discussion with the aid and assistance of IIPRC. However, if the dispute is not resolved the aggrieved party may appeal to Director. Even if after the decision of the Director the parties are not satisfied the dispute shall be resolved through Arbitration by Sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 shall apply.

11. Jurisdiction

All agreements to be signed by RGIPT will have the jurisdiction of the courts in Lucknow (Forum should be Courts having jurisdiction over District Amethi) in the state of Uttar Pradesh and shall be governed by appropriate laws in India. Exception to this may be allowed in certain cases by the institute.

12. Definitions related to IPRs

All definitions relating to IPR shall be same as provided in the respective laws relating to the respective Intellectual Property Rights unless the context otherwise provide and the same has been provided by a separate MOU, with the approval of IIPRC.

- **Patent**- is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something, or offers a new technical solution to a problem. 'Patent' means the right to exclusivity granted by law for making, using or selling an invention.
- **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.
- **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 others and may include shape of goods, their packaging and combination of colours.
- **Design Registration** is the registration of the novel non-functional features such as shape, or ornamentation of a product. Industrial Design- means only the features of shape, configuration, pattern, ornament or composition of lines or colours applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.
- **IC Layout Designs**, means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.
- **New Plant Variety**, a plant variety that is novel, distinct and shows uniform and stable characteristics.
- **Biotechnology Inventions**, include recombinant products such as vectors, nucleotide sequences, and micro-organisms (shall be a part of patent).
- **Trade Mark / Service Mark** is a distinctive word, symbol or picture or a combination of these, which is used by a business entity to discriminate its products and services from those of other business entities.
- **'Trade Secret'** is information, like know-how of commercial or strategic value, which is not disclosed to all and is used in a restricted manner.
- **Traditional Knowledge** is the knowledge developed by the indigenous or local communities for the use of a natural resource with respect to agriculture, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.
- **Geographical Indications**, means an indication which identify such goods as agricultural goods, natural goods as originating or manufactured in the territory of a country or manufactured in the territory of a country or a region or locality in that territory where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin and in case where such goods are manufactured one of the activities of either the production or of processing or preparation of the goods concerned takes place in such territory, regions or locality as the case may be.

13. Other definitions

other characteristic of such goods is essentially attributable to its geographical origin and in case where such goods are manufactured one of the activities of either the production or of processing or preparation of the goods concerned takes place in such territory, regions or locality as the case may be.

13. Other definitions

'Author' means faculty member, students, staff, or visiting faculty who has/have written or created a creative work.

'Collaborative Activity' is the research undertaken by the institute personnel in cooperation with industry and/or another researcher(s), who are not an RGIPT personnel.

'Confidential Information' is the information not in public domain and declared confidential by parties as such in a MOU/Agreement, signed by the parties.

'Conflict of Interest' or a 'Potential Conflict of Interest' exists when an inventor/author is or may be in a position to use either the creative work or influence for unmerited personal or family gain.

'Copyrightable Work' is a creative work that is protectable under copyright laws. Copyright protection is available for most literary, musical, dramatic, and other types of creative work, including software, teaching materials, multimedia works, proposals, and research reports.

'Inventor' or 'Creator' is the employee of the institute (permanent or contractual) who created the original work or intellectual property using the facilities of the institute.

'Cumulative Earnings' is total earning from a patent/patent application to date, obtained from the commercialization of the patent/patent application.

'Director' is the Director of the Rajiv Gandhi Institute of Petroleum Technology.

'Faculty Member' is the employee of RGIPT involved in the teaching and research activities including emeritus, visiting faculty, research scientist, and adjunct faculty positions.

'Students' are individuals who are enrolled in RGIPT for any program including undergraduate education, higher education, internships and any form of research/education activity utilizing the resources of the institute.

'Staff' includes office personnel employed by the RGIPT for academic or research purposes including regular, contractual, and outsourced staff.

'RGIPT Personnel' or "Institute Personnel" includes but is not limited to faculty members, students, staff or visiting faculty, researchers and scientists at RGIPT.

'Intellectual Contribution' is the original technical or artistic contribution.

'Intellectual Property' includes but is not limited to copyrights and copyrightable materials, patented and patentable inventions, tangible research results, trademarks, service marks and trade secrets.

'Protection of Layout of Integrated Circuits' is the layout scheme of integrated circuits that are functionally important.

'Royalty' is the payment made to an inventor/author or an institution for legal use of a patented invention or any intellectual property when licensed.

'Significant Use of Institute Resources' is any usage of the institute resources in the creation of invention(s), excess of the routine use of office facilities, computers, library resources, and resources available to the general public.

'Software' is anything executable in a computer.

'Teaching Material' is any material that aids the process of teaching

The Director of RGIPT has the power to decide on all issues on IPRs. As stated above a patent filed through IPR cell, will belong to RGIPT and the inventors will get the credit for the invention including review sharing.

In case any situation arises which needs any decision and the same is not covered by any express provision of the Policy, the Director RGIPT shall be authorized to take decision in the matter and the same shall be binding on all concerned.

The Policy may be modified or supplemented in future with respect to all, some or any aspects, if the need arises with the recommendation of the Director after approval of the Board.