

**Intellectual Property Rights And Technology Transfer  
Rules  
Of  
Sanjay Gandhi Postgraduate Institute of Medical  
Sciences, Lucknow**



**2023**

A handwritten signature in blue ink, which appears to be 'V Bajpai'.

**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow

## **EXECUTIVE SUMMARY**

### **Patent and Innovation Management at SGPGIMS**

#### **Relevance:**

There is a need to develop innovative technologies for healthcare delivery in India. Research culminating in direct benefit to humanity through deliverable, feasible developments in healthcare is much more useful than such research which might be technologically advanced but not novel or application-oriented. This has become all the more important in light of the ongoing COVID-19 pandemic which has resulted in emphasis on innovative technologies such as telehealth for remote health services delivery, innovation in cost-effective yet rapid diagnostic techniques, treatment and vaccine development. Keeping in view recent emphasis on “Make in India” by the Government of India, it is also necessary to put in place mechanisms at an institutional level which can help promote such research that translates into actual innovations and patents for those who own intellectual property rights for the research.

#### **Stakeholders:**

It is expected that faculty members at SGPGIMS who are able to generate potentially patentable solutions, but in the prevailing circumstances would not be able to do so due to prohibitive costs or simply the lack of knowledge about patenting and related processes would be able to benefit from an institutional framework to help with patenting. Such services could also be used by non-faculty staff or students who have conceived patentable solutions and require guidance about how to proceed with protection of Intellectual Property.

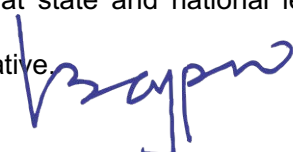
#### **Envisaged pathways:**

- Direct engagement of contracted patent lawyers engaged by the institute. The fees for this can be borne by the Institute.
- Patent filing and maintenance fee should be paid by Institute.

Since the institute shall provide a framework for generating patents, as well as facilitate the process, there should be put into place a mechanism whereby royalties generated from patents (which are normally due in full to the owner of the patent as per existing intellectual property rights) are shared between the institute and the staff owning to such a patent (Research cell of the institute 30%, Inventors (based on their individual percentage contribution to the invention) 70%). There should be a facility available for the inventors to utilize such royalties generated from patents for any academic or research purpose (including travel for the purposes of academic enrichment or to fulfill academic commitments) as they deem fit, without interference from any source.

#### **Potential benefits for the institute:**

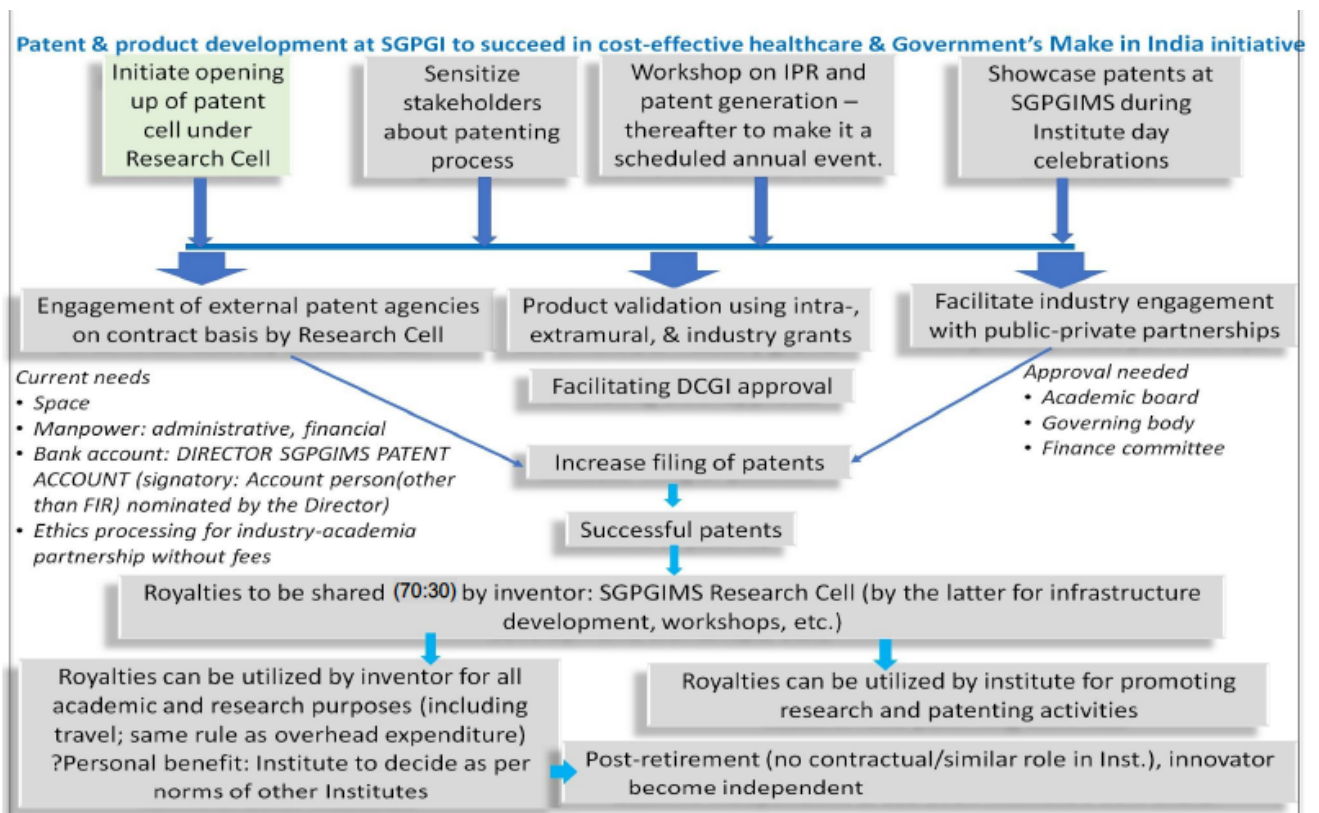
1. Promotion of patenting activities shall be prestigious for the institute.
2. Royalties generated from such patents can be used by the institute for promoting research through intramural grants and organization of workshops to teach research methodology, publication ethics, patenting and development of Research cell infrastructure.
3. The profile of the institute shall be enhanced by any public-private partnerships resulting in patents.
4. The institute shall be able to showcase its talent and patents at state and national level platforms.
5. Help in facilitating the Government’s vision of “Make in India” initiative.



**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow

## Workable plan:

1. Organize a two-day workshop on intellectual property rights and patenting to sensitise faculty and staff about the possibilities of patenting. Thereafter, this may be made into an annual workshop.
2. Initiate opening of a dedicated patent cell with engagement of external patent lawyers as and when required.
3. Encourage and incentivize filing of patent application. This could be done by announcing successful patent applications to the media in the form of press releases, showcasing patents generated from the institute during foundation day and institute day celebrations in the Director's address, and setting up a dedicated section for patents during future events showcasing institute research activities.



**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow

### 1. PREAMBLE

The present policy aims to facilitate Intellectual property protection for a novel product/process/work or to keep it in public domain as is deemed fit. The policy should motivate the Faculty/Scientists and researchers of SGPGIMS to get patent/IPR protection and facilitate technology transfer of their invention.

### 2. OBJECTIVES

The material put forward in this document relates to an IPR policy (and its management) with the following objectives:

- a) To enable SGPGIMS to discharge its responsibility of stimulating and encouraging creative/innovative activities in the area of Medical Sciences/Basic Sciences and Technology in the widest sense possible.
- b) To promote academic freedom and safeguard the intellectual property rights of all those who are involved in the creation/invention of intellectual property at the Institute.
- c) To provide an administrative system for ownership of the intellectual property created and owned by the institute.
- d) To establish a mechanism for technology transfer and proportionate share of revenue among valid stakeholders.
- e) To establish a policy for guarding the interests of its employees in their role as authors/editors for ownership of copyright and royalty etc.
- f) To promote fair use of traditional knowledge while recognizing local traditional knowledge stakeholders and benefit sharing.
- g) To provide a suitable platform for the innovators/ inventors for their rights and procedures to be adopted for their application.
- h) To safeguard the revenue sharing ratio between the innovators/ inventors & organizations and industry partners.

### 3. DEFINITIONS

**Academic freedom:** The freedom of the academic staff of the Institute to conduct their own academic activities including teaching, training, basic and clinical research, and development. They should be free to choose their own research field, pursue self-initiated research, and collaborate with others to achieve excellence in and maintain high standards of research as per the aims and objective of the Institute.

**Activity :** Activities related to teaching, research, consultancy, generation and dissemination of information carried out by a person or an Institution independently, or collaboratively.

**Associated Agreement:** A document created with mutual consent of involved parties defining the rights, roles and responsibilities of each of the parties, for example, Memorandum of Understanding

  
**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow

## SGPGIMS IPR&TT Policy, 2023

(MoU), Memorandum of Association (MoA), Research Agreement, Consultancy Agreement, Non-Disclosure Agreement (NDA), Data Protection Agreement, Deed of Record, Research Contract, Grant Award Letter etc., Conflict of interest (COI) and Clinical Trial Agreement (CTA)

**Biotechnology Inventions:** Include recombinant products such as vectors, nucleotide sequences, micro-organisms.

**Collaborator:** Collaborator refers to any Government, quasi-government, public enterprise, non-government or private entities which are involved with SGPGIMS and its employees in the conduct of the research. The collaborator may or may not fund or part fund the study. The collaborator may be from national or international organization.

**Faculty:** Any person professionally qualified to carry out patient care, teaching, training, and/or research employed at SGPGIMS as a whole time employee through a proper selection as prescribed in the Society Bye-laws of the Institute.

**Intellectual property:** means any right to intangible property, including trade secret, trade mark, patent, design, and plant variety as defined under the Copyright Act, 1957, the Patents Act, 1970, the Designs Act, 2000, the Semiconductor Integrated Circuits Layout-Design Act, 2000, and the Protection of Plant Varieties and Farmers' Rights Act, 2001; (reference- The Protection and Utilization of Public Funded Intellectual Property Bill)

**Inventor(s):** A person or a group of persons responsible for creating an intellectual property (IP) and who had actually contributed to claims of the invention.

**Material Transfer Agreement (MTA):** A Material Transfer Agreement (MTA) is a contract that governs the transfer of tangible research materials between two organizations, when the recipient intends to use it for his or her own research purposes.

**Non-Disclosure Agreement (NDA)/Confidentiality Agreement:** the agreement intends to protect proprietary or confidential information among the parties involved in executing a NDA.

**Patentee:** Patentee is a person who has been granted a patent by National/International organization, who is authorized to award.

**Project staff:** means a person employed temporarily on a contract under a research project in a defined capacity to support/carry out part of the research activity or any other activity at SGPGIMS for a defined period of time.

**Revenue:** means the amount derived from the technology transfer and commercialization of IP (by the inventor if commercialized by the inventor or by the institute if commercialized by SGPGIMS), net of taxes, expenses (which may be carried forward from year to year to offset gross revenue) incurred in the IP protection, maintenance and commercialization, and includes, without limitation, proceeds from royalties, profit-sharing, lump sum payments, and sale of rights as applicable.

**Scientist:** Scientist shall refer to any non-teaching staff (non-faculty member) recruited as a scientist by SGPGIMS.

**Sponsor:** Sponsor will refer to Government, quasi-government, non-government or private entity whether national or international which funds the research/study/survey conducted at or by SGPGIMS and its faculty.



**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow

## SGPGIMS IPR&TT Policy, 2023

**Student:** A person who has registered or enrolled as a full-time student, part-time student, casual student or exchange student from other universities/colleges for professional and research training.

**Supporting Staff:** A person, employed full-time or part-time in a research project under defined capacity to support/carry out part of the research activity or other ancillary activities.

**Traditional knowledge:** The knowledge developed by the indigenous or local communities for the use of a natural resource with respect to traditional practice, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.

**Visitor:** a person either from India or abroad visiting under a collaborative activity or associated work at SGPGIMS, Lucknow. It is expected that the visit has been approved by competent authority of the collaborating Institutions.

**Work Commissioned/Outsourced** - work commissioned by SGPGIMS to an consultant/author or group of consultants/authors either employed by SGPGIMS or invited from outside SGPGIMS with or without any consideration in cash or kind. Typical examples of SGPGIMS commissioned works are: a. Designs/Surgical devices, b. Artistic Work, c. Medical/Engineering/Bio-Medical Engineering Architectural Models, d. Computer Software e. Reports based on surveys and analysis, f. Video works, g. Recombinant Projects (vectors, nucleotides sequences, microorganisms, Recombinant DNA/RNA).

**Work for hire-** the work (or a product) originated from SGPGIMS and is meant for the specific purpose of SGPGIMS and produced by (a) an consultant/author during his/her employment at SGPGIMS or (b) non-employee under contracted work by SGPGIMS.

#### 4. GENERAL PRINCIPLES

- a. Researchers and Faculty should maintain a laboratory note book while performing research that has the potential to be commercialized and should ensure that it is regularly signed and dated by himself/herself and witnessed by a colleague wherever applicable. This may be required to be produced as evidence in a court of law in case of any dispute.
- b. Activities carried out jointly with other departments, institutions or agencies or under a sponsorship by an agency should be initiated after the governing terms are agreed upon mutually and approved by the competent authorities as deemed fit.
- c. IPRs which are barred / exempted under the governing laws of India shall not be taken / permitted for protection by the Institute. Inventors are requested to refer to the IP statutes and other related rules for further confirmation.

#### 5. ADMINISTRATIVE MECHANISM

SGPGIMS shall establish an 'Intellectual Property Rights and Technology Transfer Division' (herein after referred to as IPR & TT Division or Patent Cell) and an 'Intellectual Property management Committee (hereinafter referred to as IPMC)' as per provisions stipulated its Act to facilitate IPR Policy under the Research Cell.

**5.1 IPR & TT DIVISION (Patent Cell)** will take initiatives for the commercialization under the terms and conditions of the IPR policy and under the guidance of IPMC.



**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow

## SGPGIMS IPR&TT Policy, 2023

It is envisaged that a new bank account shall be created "DIRECTOR SGPGIMS PATENT ACCOUNT" whose signatory is the Account Officer (other than the FIR) nominated by the Director, SGPGIMS, for discharging financial responsibilities related to money accumulated from patents for both investigators as well as the institute.

### 5.2 INTELLECTUAL PROPERTY MANAGEMENT COMMITTEE

IPMC will be the core administrative body which will be responsible for evolving detailed procedures to facilitate implementation of the IPR policy of SGPGIMS and carry out related responsibility on behalf of SGPGIMS.

It shall have the FIR as the Convenor/ Member Secretary, Dean as Vice Chairperson and Head of the Institution as Chairperson. The members of this Committee will be nominated by the Dean & Head of Institution.

The IPMC committee will have the following members for the tenure for a period of 3 Years as approved by the Director of Institute


S. No.	Designations	Positions	
1.	Chairperson	Director	Ex-Officio
2.	Vice Chairperson	Dean	Ex-Officio
3.	Member (External Experts -02)	Experts from Outside Institute	Nominated by Director
4.	Member Internal Faculty (02)	Expert from Institute	Nominated by Director
5.	Member	Institute Lawyer	Ex-Officio
6	Member	JDMM or his nominee	Ex-Officio
7	Member	Finance Officer or his Nominee	Ex-Officio
8	Member	Member Sec, Bio-ethics	Ex-Officio
9	Member Secretary & Conveyor	Faculty In-charge Research	Ex-Officio

\* Members of this committee: Would be selected from amongst the active researchers/scientists working at SGPGIMS in different areas to give a wide perspective and logical inputs to accelerate IPR related activities in SGPGIMS. One member should have legal background and some external members may also be included as per the need.

### 5.3. FUNCTION OF INTELLECTUAL PROPERTY MANAGEMENT COMMITTEE (IPMC)

IPMC will be the core administrative body which will be responsible for evolving detailed procedures to facilitate implementation of the IPR policy of SGPGIMS. The role of IPMC would be:

- a) To create and finalize procedures and guidelines for implementation of the IPR policy at SGPGIMS.

  
**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow



## SGPGIMS IPR&TT Policy, 2023

- b) To create and finalize draft agreements to facilitate IP protection by SGPGIMS. The chairperson of the IPMC will be authorized signatory on behalf of SGPGIMS to sign all agreements/power of attorney/MOU and all documents related to IPR & TT Division after due approval from the competent authority of the institute.
- c) To facilitate filling of IPs by both the Institute appointed body as well by individual faculty/Staff using their projects and other funding; and formulate programs for educating faculty/students/supporting staff/project staff/visitors about IPR and other associated issues.
- d) To decide on funding of any IPR application from Faculty /scientists/ students/ project staff/ supporting staff/ visitors of SGPGIMS.
- e) To redress any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy.
- f) To investigate the matter of violation/infringement of any intellectual property rights related to SGPGIMS and make recommendation to the Director for the resolution of such violation/infringement.
- g) To deal with any relevant issues arising out of promotion as well as implementation of IPR policy.
- h) Any other task assigned by the appropriate authority (Director, Governing body or Institute Body of the Institute) from time to time.

In view of the competitive nature of IPR protection, it is imperative that decisions are communicated to the investigator by the IPMC at the earliest. A time limit of 2 months is being set from the time of submission of application to the time of communicating the decision to the said investigator. It is required that the investigator shall be called to attend the meeting by the IPMC (if necessary by video conferencing), so that any queries about the scientific aspects of the patent application may be cleared then and there, to facilitate early decisions.

The IPMC Committee will draft SOPs, which will be having all the above components/formats and modify it time to time as per the standard norms prescribed for the IPR.

### 5.4. Powers to Amend IPR Policy

SGPGIMS, on the recommendation of IPMC, through its Governing Body (GB), will have the full power to make changes to the IPR policy or bring out a new policy as and when it is felt necessary and also to keep its IPR policy updated in line with the National IPR policy. The changes or the new policy shall be applicable to all faculty/students/project staff/supporting staff/visitors.

### 5.5 Incubation center

To materially promote innovation and facilitate the development of such innovations, whether alone or in collaboration with industry, SGPGIMS shall set up an incubation center. Such a center shall provide hardware /software support as well as logistics support for technology developments.

## 6. SCOPE OF ASSERTION OF RIGHTS

- a. For purposes of this Policy, the governance terms will apply to all Intellectual Property (IP), potential IP and other technology or know-how having commercial application.



**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow



## SGPGIMS IPR&TT Policy, 2023

- b. It is advisable to provide an outline of the area of the invention (keeping technical details confidential) to the IPR and Technology Transfer Division and seek assistance before the details of the invention are included in any grant application or published or disclosed to an industrial party.
- c. Any waiver of the Institute's rights shall only be effective in writing, signed by the Chairman of the IPR and Technology Transfer Division (Patent Cell) and approved by the Director, SGPGIMS before it is operable.
- d. Except as otherwise specified below in the policy, IP created by its employees in the course of their employment or study at SGPGIMS, commissioned by SGPGIMS or produced under the terms of a research grant or contract between SGPGIMS and an external third party shall solely belong to SGPGIMS.

### 7. OWNERSHIP OF IPR

SGPGIMS would be the assignee/applicant for the IP that is funded and generated by the faculty of the institute. The faculty, students and other staff members who would contribute to the inventions could be inventors based on their contribution.

For collaborative IP, the identified and approved parties would joint applicants along with SGPGIMS.

There could be a number of scenarios when an IP is created. The policy will apply to them as follows:

#### **A. VARIABLE-1: IP GENERATION BY INVENTORS AT SGPGIMS WITH OR WITHOUT SGPGIMS FUNDING AND IN THE ABSENCE OF ANY OTHER EXTERNAL SPONSOR**

- a. Faculty / Scientists / Students / Project Staff / Supporting Staff / visitors of SGPGIMS can be a part of the invention and IP creation depending on their contribution.
- b. Where there are more than one inventors from SGPGIMS, the Principal inventor (investigator)/corresponding inventor/author must be a permanent staff of SGPGIMS.
- c. SGPGIMS may protect and/or commercialize such IP with its own mechanism or using a third party service provider through Govt. of India approved mechanisms.
- d. All Intellectual Property (IP) rights with respect to research carried out by, Faculty/Scientists/Students/Project Staff/Supporting Staff/ Visitors of SGPGIMS with or without intramural support shall vest in and will be the absolute property of the SGPGIMS.
- e. SGPGIMS can protect and/or commercialize such IP with its own mechanism or using a third-party service provider through Govt. of India approved mechanisms viz., TIFAC (Dept. of Science and Technology, New Delhi)/Controller General of Patents, Designs & Trademarks (CGPDTM, Govt. of India)
- f. Inventors of SGPGIMS can also undertake protection and maintenance of IP after the approval of IPMC with their own resources for fast track filing in order to get priority. The inventor may decide which approach to choose while taking the necessary approvals. However, in either situation, name of the SGPGIMS shall be mentioned in the patent application as an assignee/applicant and It will be considered as patent owned by SGPGIMS.



**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow

## SGPGIMS IPR&TT Policy, 2023

- g. Steps for commercialization can also be initiated and effected by the SGPGIMS inventors if IPMC does not agree/does not support financially for technology transfer or if there is an urgency for such technology transfer. In the event of successful commercialization, the inventors shall share the Revenue as provided for hereunder the Section 10 with SGPGIMS. The expenses towards the protection/maintenance of the IP and technology transfer shall be reimbursed by SGPGIMS at the rate it would have protected and maintained the IP with its own mechanism or using a third party service provider through Govt. of India approved mechanisms. Existing income tax rules shall be followed by the faculty members.
- g. In case of an unfavorable IPMC decision not to protect or maintain the IP, the inventors would have the liberty to treat the IP the way they mutually agree upon without any interference from SGPGIMS. SGPGIMS will convey such decision to the inventor in writing.

### **B. VARIABLE-2: IP GENERATION BY INVENTORS AT SGPGIMS WITH EXTERNAL SPONSOR**

- a. Where IP arises out of research funded by an external Sponsor e.g. government agency or other agency/institution/private company but the work/research is conducted at SGPGIMS, the IPR of inventions arising out of such research projects in the absence a written arrangement shall be owned by SGPGIMS. SGPGIMS will meet the entire cost of filing and protection of IPR and protection of IPR in the same manner as provided under Section 7A and Revenue sharing as provided under Section 10.
- b. If however, there is a written Associated Agreement between the inventor, SGPGIMS and the sponsor (Tripartite Agreement on dull' Non-Judicial stamp paper of Rs. 100) dealing with matters of ownership of Intellectual Property or between SGPGIMS and the sponsor, ownership will be determined by the express terms of such Associated Agreement and if the Associated Agreement is silent in this regard then it will be decided by the conditions under which funding of the research work is granted.

### **C. VARIABLE-3: IP GENERATION UNDER COLLABORATIVE RESEARCH**

- a. All intellectual property jointly created, authored, discovered, or invented, during the course of collaborative research undertaken jointly by Institute with Collaborating entities (Collaborator), shall be jointly owned (proportion would be mutually decided between SGPGIMS, inventor and collaborator based on the quantum of intellectual input). The cost sharing for IPR protection and maintenance shall be as per the collaborative research agreement terms executed by the parties before initiating the work & duly' approved by the competent authorities of both the collaborative originations.
- b. 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 equitably with the Collaborating Institutions. 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 in the same manner as provided under Section 7 A and Revenue sharing as provided under Section 10.

### **D. VARIABLE-4: IP GENERATION UNDER RESEARCH PROJECTS THAT FORM A PART OF THE DEGREE PROGRAMMES AT ALL LEVELS**

- a. Research projects that form a part of the degree programmes at both undergraduate and postgraduate level e.g. B.Sc., M.Sc., PhD, MBBS, MD, MS, DM, MCh etc. are usually initiated and

  
**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow

## SGPGIMS IPR&TT Policy, 2023

proposed by members of teaching Faculty and will often be connected in some way to the concerned department's on-going research interests. In such cases, Students work on a specific project or join a team to investigate one particular aspect of a much larger research programme, thereby drawing on the considerable expertise, reputation and infrastructure of the supervising Guide and substantial use of SGPGIMS resources. The IP thus created is part of the whole IP portfolio developed by the research team and is considered to be based on advice of and/or otherwise based on confidential, proprietary or valuable information that already belongs to the research Guide (Supervisor) or team. SGPGIMS seeks to avoid a position where a small gap in its IP portfolio precludes successful commercialization.

- b. The student shall be the co-inventor of the IP if they have contributed significantly to the development of the research project and have worked for a significant period of time on the project from which the IP is created. The ownership of the IP (except copyright as provided under the Section 10) shall lie with SGPGIMS and will be managed in the same manner as provided earlier under Section 7 A and Revenue sharing as provided under Section 10.
- c. The ownership rights of SGPGIMS will be subject to the conditions of organizations which have awarded fellowships or scholarships to the students and SGPGIMS shall enter into necessary Associated Agreement in this regard.
- d. The research Guide shall ensure that Students complete and sign a confidentiality and intellectual property agreement before commencing work on the project.
- e. This policy covers students only to the bonafide students enrolled with the Institute, while attending SGPGIMS and after they leave.
- f. The project staff which is employed in a research project other than those enrolled for a Ph.D ,DM/M.ch, MD/MS or any other recognized degree course at SGPGIMS will not have any IP right as they would be working on contract basis without any innovative contribution for IP creation.

### **E. VARIABLE-5: IP GENERATION AT THE TIME OF SUPERANNUATION/LEAVING THE INSTITUTE**

- a. Any Faculty/Scientist/Researcher employed by the institute, if approaching superannuation, he or she will not be allowed to submit, the IPR application within 03 years the date of superannuation.
- b. Any Principal Investigator approaching superannuation should not submit IPR application' if the remaining service period of the Principal Investigator is shorter than the duration of the project.

### **F. VARIABLE-6:**

To investigate the matter of violation/infringement of any intellectual property rights related to SGPFIMS. the matter will be referred before the IPMC and the committee will submit its recommendation to the Director for the resolution of such violation/infringement'



**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow

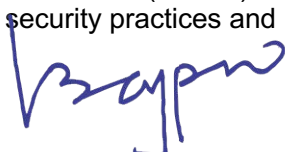
**8. TECHNOLOGY TRANSFER**

- a. Whether the invention or technology or know-how developed by faculty at SGPGIMS has been formally protected by patent(s) or not, SGPGIMS shall have the right to monetize or commercialize them through transfer of technology.
- b. Whether the invention or technology or know-how has been formally protected by patent(s) or not, the IPR and Technology Transfer Division of SGPGIMS or the SGPGIMS inventors/Faculty can jointly or severally identify potential licensee(s) or transferee(s) for the same subject to the Revenue sharing mechanism as provided Section 10.
- c. In case of presence of an Industrial Partner, which has sponsored the activity, the industry will have the first right to commercially utilize the technology know-how emanating from the collaboration activity only if it has been pre-specified in the agreement between SGPGIMS and industry partner beforehand.
- d. The licensing/sub-licensing for commercialization would be on the terms and conditions duly executed by the Parties (Inventors, SGPGIMS and the Industrial Partner) which may involve technology transfer fee and/or royalty payment or any other form of benefit sharing.
- e. In the event of the above Industry not undertaking the commercialization within a period of two years from the first date of license or transfer of the technology, SGPGIMS reserves the right to transfer the said know-how to a Third Party for its commercialization and use.
- f. In the presence of any non-commercial collaborating research organizations which has contributed to the development of technology know-how, then SGPGIMS shall have the sole right on the Revenue from such commercialization unless agreed otherwise before the commencement of the project as provided for under Section 10.

**9. RESPONSIBILITY OF THE INVENTOR AND/OR THE IPR&TT DIVISION**

While the process of obtaining IPR protection is ongoing, sending abstracts, research articles to public domain, presenting work in public interfaces like conferences, newspapers are strictly prohibited. However, after filing IPR either in provisional or in full, innovators would be able to bring their innovation to public domain subject to the approval from the competent authority' of the Institute.

- a. Inventors and/or the IPR&TT Division shall enter into Non-Disclosure Agreement (NDA)/Confidentiality Agreement before sharing proprietary or confidential information with any third party apart from inventors.
- b. Inventors and/or the IPR&TT Division shall enter into Material transfer agreement with any third party apart from inventors to govern the transfer of tangible research materials. MTAs should define the rights, obligations and restrictions for both the provider and recipient with respect to the materials and any derivatives, and any confidential information exchanged with the material, publication of recipient research results, permitted use of the material, and other associated legal issues that the provider and recipient may wish to specify in the transaction.
- c. Inventors should make Data protection agreement as part of Collaborative research agreement to primarily deal with the obligations to protect Sensitive Personal Data or Information ("SPDI") and compensation for negligence in implementing and maintaining reasonable security practices and procedures in relation to SPDI.



**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow

- e. Inventors and/or the IPR&TT Division shall allow third party use of the technology, know-how or IP only after due execution of Tech-Transfer or License Agreement respectively.
- f. Innovations and practices associated with use and application of traditional knowledge and biological resources shall abide by the provisions of the Biological Diversity Act, 2002.

**10. REVENUE SHARING**

The revenue arising out of licensing of IPR/technology/Know-how/royalty/ or any other form of benefit sharing in favour of SGPGIMS would be allocated in the ratio as given below.

Institute Share	- 30%
Inventor's share	- 70%

For the above purpose, Revenue is defined as all financial benefits in connection with a single project or venture in excess of the direct commercialization costs incurred, including but not limited to costs of securing legal protection and third party intellectual property rights, the enforcement and commercial exploitation of the IP. Such costs will be reclaimed prior to any distribution taking place. In the event that two or more pieces of IP are combined in a single project or venture, then an agreement defining the distribution of Cumulative Net Financial Benefit to the contributing parties must be concluded before the start of the commercialization process.

Where more than one inventor contributes to the creation of IP, the inventor share of the Revenue will be divided in the ratio of 50% to the principal inventor/investigator and the remaining 50% among other inventors/investigators unless there is a signed written agreement to the contrary. In case there is any co-principal investigator/inventor, the share will be 40% to the principal inventor corresponding to the IPMC, 30% to the co-principal investigator/inventor and the remaining 30% for other co-investigators.

**11. COPYRIGHT ON SCHOLARLY MATERIALS**

- a. As a tradition to encourage literary inputs of researchers of SGPGIMS, their Scholarly Materials will be exempt from the assertion of rights of SGPGIMS ownership including the contributions towards books, book chapters, articles, conference papers and presentations, theses and dissertations, novels and poetry, monographs, art works, electronic media creations etc. except such work which is Commissioned/Outsourced or it is a work for hire.
- b. Copyright would be exempted from revenue sharing and 100% of the royalty will be for the author(s) or originator(s) of the scholarly material(s). However, the royalty received towards such activities may be reported to IPR and Technology Transfer Division for information and Finance department for tax calculation if applicable, as per the discretion of the faculty member themselves. In the event of joint authorship, the revenue sharing must be decided among the authors before the start of the work, even if the co-author is a student/project staff.
- c. SGPGIMS shall retain a free, non-exclusive, perpetual, irrevocable license to use, copy and modify such works for teaching, training & research purposes and will respect the moral rights of originator in such material, where asserted. The originator of Scholarly Materials will ensure that where they have been produced in collaboration with non SGPGIMS entities, the collaborators will also grant license to SGPGIMS in the same way.



**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow

**12. APPOINTING THIRD PARTY AS SERVICE PROVIDER FOR IPR AND TECHNOLOGY MANAGEMENT**

Any third party which would be engaged as a third party service provider for IPR and technology transfer management will not be assigned any IPR but will be governed by specific terms of license fees structure and Specific Power of Attorney.

**13. IPR PROTECTION FOR COUNTRIES OTHER THAN INDIA**

- a. The decision to file **Patent Cooperation Treaty (PCT)** and filing patent in other countries would be reviewed and decided by the IPMC from time to time based on the scope of invention.
- b. If committee decides that the invention has a merit for international patent then the cost may be borne by the institute.
- c. Inventors of SGPGIMS can also undertake protection and maintenance of IP in the name of SGPGIMS after the approval of IPMC with their own resources for fast track filing in order to get priority. The expenses towards the protection/maintenance of the IP shall be reimbursed by SGPGIMS at the rate it would have protected and maintained the IP with its own mechanism or using a third party service provider through the Govt. of India approved mechanisms.
- d. In case of an unfavorable IPR&TT Division's decision not to file or protect or maintain the IP in any country; the inventors have the liberty to treat the IP the way they mutually agree upon without any interference from SGPGIMS.

**14. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY**

- a. As a matter of policy, SGPGIMS shall, in any contract between the licensee and SGPGIMS, seek indemnity from any legal proceedings including but not limited to validation issues, manufacturing defects, production problems, design guarantee and up-gradation obligation.
- b. SGPGIMS shall also ensure that SGPGIMS personnel have an indemnity cover built into the agreements with licensee(s) while transferring technology, know-how or IP.
- c. SGPGIMS shall retain the right to engage in or desist from becoming a party in any litigation concerning IP and license infringements.

**15. DISPUTE RESOLUTION**

- a. In case of any disputes between IPR&TT Division and the Inventor(s) of SGPGIMS regarding the implementation of the IPR policy and Technology management which shall include the apportionment of the cost and the expenses payable by each of them, the inventor(s) may appeal to the Director of SGPGIMS. The Director's decision in this regard would be final and binding on both.
- b. Disputes arising from Collaborative research or from externally sponsored research out of or relation to the construction, meaning, scope, operation or effect of IP ownership and exploitation shall be governed by the Associated Agreement between the parties.
- c. Provided, in the absence of any written Associated Agreement and if parties thereto agree, the Director SGPGIMS shall refer the dispute to an independent expert who shall conciliate and pass an award that shall be final and binding on all the relevant parties.



**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow



## SGPGIMS IPR&TT Policy, 2023

- d. Any disputes arising out of this policy between parties, sections, individuals, Institutions etc. will be settled through mutual discussions and consensus, failing which the disputed Issues will be settled as per the Arbitration and Conciliation Act, 1996. The Director SGPGIMS, shall appoint the arbitrator and the seat of conciliation shall be Lucknow and the proceedings shall be conducted in English Language.
- e. It is important for the researchers to enter into any such associated agreement should strive to incorporate the above stated Dispute Resolution Mechanism, therein unless the sponsor is governed by any other prescribed mode of Alternative Dispute Resolution Mechanism provided it should be within the prescribed mechanism as per the appropriate law of India.

### 16. JURISDICTION

As a policy, all agreements to be signed by SGPGIMS will have the jurisdiction of the Courts in Lucknow and shall be governed by appropriate laws in India.

\*\*\*\*\*



**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow