

Marri Laxman Reddy Institute of Technology and Management

(UGC Autonomous)

Dundigal, Hyderabad – 500043

# IPR POLICY

With effect from 12<sup>th</sup> August 2016

# INTELLECTUAL PROPERTY RIGHTS POLICY

# 1. OBJECTIVES:

The Intellectual Property (IP) Policy of Marri Laxman Reddy Institute of Technology and Management (MLRITM) is designed to promote the protection and commercialization of intellectual property generated through scientific and academic pursuits. The policy aims to encourage innovation, facilitate the translation of research into societal benefits, support wealth creation, and contribute to the betterment of human life.

MLRITM urges all faculty, staff, and students to document and protect their IP so it can be applied to benefit the country, the Institute, and the individual inventors.

This policy ensures a structured framework to support the creation, protection, and transaction of IP, offering shared benefits to both the Institute and its inventors.

# 2. SCOPE

This policy applies to:

- All faculty members, staff, and students.
- Individuals engaged in sponsored projects, consultancy, and other institutional activities.
- Visiting scientists, professors, and collaborators participating in MLRITM's research.

## 3. DEFINITION OF INTELLECTUAL PROPERTY

Intellectual Property (IP) includes intangible creations resulting from intellectual efforts by faculty, staff, and students. These may originate from internal research, industry-sponsored work, consultancy, or collaborative projects.

Eligible forms of IP include (but are not limited to):

- Know-how, proprietary information, and trade secrets.
- Innovations, solutions, and technical processes.
- Scientific and technological developments.
- Computer software and digital tools.
- Genetically modified organisms.
- Business models and strategies.

Protection may be sought at the national or international level, based on mutual agreement between the inventor(s) and the Institute. All IP-related matters are handled by the Intellectual Property Cell (IP Cell).

Faculty-driven entrepreneurship based on such IP must follow the Institute's Faculty Entrepreneurship Guidelines, coordinated by the Entrepreneurship Development Cell.

# 4. OWNERSHIP

## A. In-House Research

All rights to IP generated solely within MLRITM shall be owned by the Institute and the respective inventor(s), unless developed in collaboration with other institutions or under sponsorship. In such cases, ownership shall be mutually agreed upon.

#### **B.** Sponsored Research

IP arising from sponsored projects will be jointly owned by MLRITM and the sponsoring agency, provided the agency funds the IP filing and maintenance. If not, MLRITM may file for protection and retain full ownership, covering the associated costs.

#### C. Collaborative Research

For jointly developed IP with other institutions:

- Ownership will be shared.
- Costs of protection will be mutually agreed upon.
- If partners do not contribute to filing, MLRITM may proceed independently and assume full ownership.

## **D.** Copyright

- MLRITM owns copyright for materials (including software) created using significant Institute resources.
- The Institute may protect and commercialize such work, sharing proceeds with the creator(s).
- Teaching materials developed for MLRITM's academic programs are Institute-owned, but authors may use them professionally.
- Copyright for books and personal publications authored by MLRITM personnel will remain with the authors.
- Joint IP created during leave (sabbatical/EOL) at another institution will be co-owned by MLRITM and the host institution.

## **5. TECHNOLOGY TRANSFER**

- MLRITM-owned IP may be transferred to industries or institutions under formal agreements.
- The IP Cell will identify potential licensees and facilitate commercialization through licensing and revenue-sharing.
- Sponsors of collaborative projects will have the first right of refusal for commercialization.
- If not commercialized within two years, MLRITM may license the IP to third parties.
- Revenue from such agreements will be shared based on pre-agreed terms, typically outlined in the Memorandum of Understanding (MoU).
- MLRITM may also engage a Technology Management Agency to aid in commercialization.

## 6. REVENUE SHARING

• Revenue from IP licensing or royalties shall be shared in a 60:40 ratio between the

inventor(s) and MLRITM.

• If IP rights are reassigned to the inventor(s), they shall reimburse the Institute for all related costs, including protection, maintenance, and marketing.

# 7. INFRINGEMENT, LIABILITY & INDEMNITY

- All IP transfer agreements will include indemnity clauses protecting MLRITM and its personnel from liabilities related to product defects, production issues, or legal disputes.
- MLRITM retains the right to engage in or abstain from legal action concerning infringement.

# 8. CONFLICT OF INTEREST

Inventors must disclose any conflict or potential conflict of interest. If inventors or their immediate family have a financial interest in a licensee company, they must declare it.

In such cases, IP licensing will be subject to approval by the IP Management Committee.

# 9. DISPUTE RESOLUTION

Any dispute arising under this policy between MLRITM and the inventor(s) shall be referred to the principal. An arbitration mechanism will be developed to resolve such disputes. The decision of the principal will be final and binding.

# **10. JURISDICTION**

All agreements under this policy shall fall under the legal jurisdiction of the courts in Hyderabad and be governed by the relevant laws of India.

MARRI LAXMAN REDDY INSTITUTE OF TECHNOLOGY AND MANAGEMENT (AUTONOMOUS) Prodigal (M), Dundigal-Gandimatsamma (M),