

Policy on Intellectual Property

Policy Title	:	Intellectual Property Policy (IP Policy)
Policy Number	:	21
Functional Areas	:	Recording and safeguarding creative works Transferring of Intellectual Property Rights and Commercial aspects Commercialization Dispute handling
Effective Date	:	1 st January 2020
Approving Authority	:	The Council, Lincoln Institute of Graduate Studies
Administrative Responsibility	:	The executive chairman of Innovation, Invention and Venture Creation together with board through the Institute Business Linkage Cell of the Lincoln Institute of Graduate Studies

1. Introduction

The Lincoln Institute of Graduate Studies recognizes the need for encouraging the practical application and economic and moral use of the results of research carried out at the institute for the benefit of the general public; therefore it adopted the following Policy on Intellectual Property.

The present Policy relates to the ownership, protection and commercial exploitation of Intellectual Property created by Researcher(s)/Creator(s) in the course of their duties, responsibilities or activities or by using Institute properties at the Lincoln Institute of Graduate Studies. The document sets out the rules of the Institute for cooperation with industrial and business organizations and any other organizations/institutions provides guidelines on the sharing of the benefits arising from the commercialization of Intellectual Property.

This Policy aims to:

- I. Promote, encourage and aid scientific investigation, creative works and research;
- II. Provide legal certainty in research activities and technology-based relationships with third parties;
- III. Set out the institute's procedures on the identification, assistance, ownership, protection and commercialization of Intellectual Property;
- IV. Ensure the timely and efficient protection and management of Intellectual Property;
- V. Facilitate the recording, monitoring and maintenance of the Lincoln Institute of Graduate Studies' Intellectual Property portfolio;

- VI. Ensure that economic benefits arising from the commercialization of Intellectual Property are distributed in a fair and equitable manner recognizing the contributions of the Researcher(s)/Creator(s), the Institute as well as any other relevant stakeholders;
- VII. Enhance the reputation of the Institute as an academic research institution and a member of society as well as the reputation of the Researcher(s)/Creator(s) through bringing the research results to public use and benefit.
- VIII. Nothing in this Policy overrides provisions of prevailing national laws.

2. Definitions

“Commercialization” means any form of exploitation of Intellectual Property, including assignment, licensing, publication, internal exploitation within the Institute and commercialization.

“Copyrighted works” means literary, scientific and art works, including academic publications, scholarly works, books, articles, lectures, musical compositions, films, presentations and other materials or works, which qualify for protection under the copyright law.

“Institute resources” means any form of funds, facilities or resources, including equipment, consumables and human resources provided by the Institute either in a direct or indirect way.

“Intellectual Property” means presentation of creations in mind, inventions, innovations, technologies, developments, improvements, materials, compounds, processes and all other research results and tangible/intangible research properties, including software and other copyrighted works.

“Intellectual Property Rights” (IP Rights) means ownership and associated rights relating to Intellectual Property, including patents, rights in utility model, plant breeders rights, rights in designs, trademarks, topography rights, know-how, trade secrets and all other intellectual or industrial property rights as well as copyrights, either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

“Research Agreement” may refer to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by Researcher(s)/Creator(s) and/or Intellectual Property created at the Lincoln Institute of Graduate Studies.

“Researcher(s)/Creator(s)” means:

the Researcher(s)/Creator(s)/Inventor(s)/Author(s) who “significantly” contributed to the creation of the Intellectual Property. Nothing in this interpretation overrides the terms of prevailing contracts.

Further this term means:

1. persons employed by the Lincoln Institute of Graduate Studies, including student employees and technical staff
2. students, including graduate and postgraduate students of the Institute.
- Person/s in any capacity employed by the Lincoln Institute of Graduate Studies, including visiting scientists who use the Lincoln Institute of Graduate Studies' resources and who perform any research task at the Institute or otherwise participate in any research project administered by the Institute, including those funded by external sponsors.

“Spin-off” means a company established for the purpose of exploiting Intellectual Property originating from the institute.

“Visiting Researcher(s)/Creator(s)” means individuals having an association with the Institute without being either employees or students. “Visiting Researcher(s)/Creator(s)” includes academic visitors, individuals with honorary appointments in the Institute and emeritus staff.

3. Scope of the Policy

3.1 This Policy shall apply to all intellectual Property created on or after [date] and all IP Rights associated with them.

3.2 This Policy shall apply to all Researcher(s)/Creator(s) who have established legal relationship with the institute based on which the Researcher(s)/Creator(s) is bound by this Policy. Such a legal relationship may arise pursuant to the provision of law, collective agreement or individual agreement or any other law applicable.

3.3 The present Policy shall not apply in cases in which the Researcher(s)/Creator(s) entered into an explicit arrangement to the contrary with the Institute before the effective date of the Policy, or the Institute previously entered into an agreement with a third-party concerning rights and obligations set out in this Policy.

4. Legal issues concerning the status of Researcher(s)/Creator(s)

4.1 The person exercising the authority of employment on behalf of the Institute shall ensure that the employment contract or other agreement establishing any type of employment relationship between the Lincoln Institute of Graduate Studies and the Researcher(s)/Creator(s) includes a provision placing the Researcher(s)/Creator(s) under the scope of the Policy.

4.2 Students of the Lincoln Institute of Graduate Studies are bound by this Policy before commencing any research activity.

4.3 Postgraduate students enrolling in post-graduate programme with research component shall be required to sign an agreement to be bound by this Policy upon registration.

4.4 The person authorized to enter into an agreement on behalf of the Institute shall ensure that Researcher(s)/Creator(s) not employed by the Institute, including Visiting Researcher(s)/Creator(s) shall sign an agreement to be bound by this Policy and an assignment agreement in respect of ownership of IP created by them in the course of their activities that arise from their association with the Lincoln Institute of Graduate Studies before commencing any research activity at the Institute.

4.5 Notwithstanding Paragraph 4.4., special arrangements may be needed to meet prior obligations of Visiting Researcher(s)/Creator(s). Any such requested special arrangements shall be assessed and decisions shall be taken on a case-by- case basis by the VC of the Institute.

4.6 Special arrangements may be needed for research activities pursued by a Researcher(s)/Creator(s) employed by the Lincoln Institute of Graduate Studies, but working in another institution as academic visitor. In such cases the Researcher(s)/Creator(s) may be required by a third party to sign any document which might affect the institute's IP Rights. In order to avoid any subsequent disputes, the Researcher(s)/Creator(s) is not permitted to sign any such documents without the written approval of the VC of the Lincoln Institute of Graduate Studies. The approval shall not be denied if no Lincoln Institute of Graduate Studies' IP Rights are being affected. If such a document affects the Institute's IP Rights, the Institute shall initiate negotiations to enter into an agreement with the third party, as described in Section 5.

4.7 Rights and obligations under this Policy shall survive any termination of enrollment or employment at the Lincoln Institute of Graduate Studies.

5. External sponsorship, research collaboration with third parties

5.1 It is the responsibility of the Researcher(s)/Creator(s) to ensure, that prior to commencing any research activity in collaboration with any third party, the terms and conditions of cooperation be set forth in a written agreement (hereinafter referred to as Research Agreement).

5.2 Researcher(s)/Creator(s) shall not have the right to enter into a Research Agreement with third parties on behalf of the Lincoln Institute of Graduate Studies unless they are authorized to do so by the Vice Chancellor of the Lincoln Institute of Graduate Studies.

5.3 Persons acting for, and on behalf of, the Lincoln Institute of Graduate Studies shall exercise all due diligence when negotiating agreements and signing contracts that may affect the Institute's IP Rights.

5.4 In certain cases, with the VC approval, it may be beneficial to the Lincoln Institute of Graduate Studies to enter into Research Agreements that are exceptions to the provisions of this Policy with external sponsors of research and other third parties.

5.5 Depending on the relative intellectual and financial contributions of the Lincoln Institute of Graduate Studies and the third party to the conception of the Intellectual Property, it may be appropriate for either cooperating party to obtain certain IP Rights and/or share in the revenue generated from its commercialization.

5.6 In the absence of such an agreement defined in Paragraph 5.1., it is the policy of the Lincoln Institute of Graduate Studies that IP Rights shall be distributed among the cooperating parties in the proportion that reflects the proportions of contributing to the creation of the Intellectual Property.

5.7 In order to enable the cooperating parties to establish such proportions defined in Paragraph 5.6. and to prevent subsequent disputes, it is expedient that the parties maintain regular, well-documented records of the research activities pursued, signed by all of them

5.8 The agreement set forth in Paragraph 5.1. shall include, inter alia provisions with respect to the following:

5.8.1 IP and associated rights already existing at the Lincoln Institute of Graduate Studies prior to entering into the agreement;

5.8.2 IP and associated IP Rights arising from research activities set out in the agreement, after entering into it;

5.8.3 Confidentiality requirements;

5.8.4 Terms of public disclosure;

5.8.5 Other relevant provisions.

5.9 Any confidentiality provision of a Research Agreement aiming at the delay of public disclosure for the purpose of protection should not usually have effect for no longer than 90 days from the time the concerned party is notified of the intent to publish.

5.10 Before signing, the full copy of the proposed agreements and other legal statements concerning the Lincoln Institute of Graduate Studies' IP Rights shall be submitted to VC for advice and approval.

6. Ownership of Intellectual Property

6.1 Employees of the Lincoln Institute of Graduate Studies

6.1.1 All rights in Intellectual Property devised, made or created by an employee of the Lincoln Institute of Graduate Studies in the course of his or her duties and activities of employment shall generally belong automatically to the Lincoln Institute of Graduate Studies.

6.1.2 If an employee of the Institute creates Intellectual Property outside the normal course of his or her duties of employment, with the significant use of Lincoln Institute of Graduate Studies Resources he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to the Lincoln Institute of Graduate Studies as consideration for the use of Lincoln Institute of Graduate Studies Resources.

Generally, use of library facilities, facilities available to the general public and occasional use of personal office equipment and office staff may not be considered significant use.

6.1.3 Intellectual Property as defined in Paragraph 6.1.1., created in the course of, or pursuant to a sponsored research or other type of agreement with a third party, shall initially belong to the Lincoln Institute of Graduate Studies and then ownership shall be determined according to the terms of such agreements (in accordance with Section 5).

6.1.4 Section 6.1. shall apply to student employees of the Lincoln Institute of Graduate Studies.

6.2 Employees pursuing research activities at other institutions

6.2.1 Rights related to Intellectual Property that is created during an academic visit by the employee of the Lincoln Institute of Graduate Studies to another Institute / University shall be governed by an agreement between the Lincoln Institute of Graduate Studies and the other Institute / University (in accordance with Paragraph 4.6.). If the Lincoln Institute of Graduate Studies' IP Rights are not affected, the IP created during the visit shall belong to the other Institute / University unless otherwise provided in an agreement.

6.3 Non-employees

6.3.1. Visiting Researcher(s)/Creator(s) are required to transfer to the Institute any Intellectual Property they create in the course of their activities arising from their association with the Institute. Such individuals will be treated as if they were Institute employees for the purposes of this Policy.

6.4 Students

6.4.1 Students who are not employed by the Lincoln Institute of Graduate Studies shall own all Intellectual Property and associated IP Rights they create in the normal course of their studies. However, the following exceptions shall apply

6.4.1.1 If a student is offered a studentship sponsored by a third party under a separate agreement, under which the third party has a claim on Intellectual Property arising from the studentship, the student must agree that the Intellectual Property shall initially belong to the Lincoln Institute of Graduate Studies and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.

6.4.1.2 Intellectual Property created by students in the course of, or pursuant to, a sponsored research or other agreement with a third party shall initially belong to the Lincoln Institute of Graduate Studies and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.

6.4.1.3 If a student creates Intellectual Property with the significant use of Lincoln Institute of Graduate Studies Resources in connection with his or her research activity, he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to the Lincoln Institute of Graduate Studies as consideration for the use of Lincoln Institute of Graduate Studies' Resources.

6.4.1.4 The Lincoln Institute of Graduate Studies shall claim ownership of all Intellectual Property created in the course of postgraduate (doctorate) students' research activity.

6.4.2 Students shall be given the option to assign IP Rights to the Lincoln Institute of Graduate Studies and shall then be granted the same rights as any employee Researcher(s)/Creator(s) as set out in this Policy. In such cases students should follow the procedures set out in this Policy.

6.5 All rights in Copyrighted Works are owned by their creators regardless of the use of Lincoln Institute of Graduate Studies' Resources. Copyrighted Works specifically commissioned by the Lincoln Institute of Graduate Studies or developed in the performance of a sponsored research or other third-party agreement shall constitute an exception where the provisions of such agreements shall be taken into account.

6.6 If the Lincoln Institute of Graduate Studies cannot, or decides not to, exploit any Intellectual Property to which it lays claim, it shall forthwith notify the Researcher(s)/Creator(s). The notification shall be made at least one month prior to any act or any intentional omission liable to prevent the obtainment of protection. In such cases the Researcher(s)/Creator(s) shall have the option to acquire related IP Rights; however, the Lincoln Institute of Graduate Studies may claim a share from the income of any subsequent exploitation of the Intellectual Property to the extent equaling the verified expenditures of the Lincoln Institute of Graduate Studies incurred in connection with the protection and commercialization of such IP. The Lincoln Institute of Graduate Studies

may also claim for a perpetual non-exclusive royalty-free license for research purposes without the right to business exploitation and without the right to sub-license. The Institute may also claim for a (5-20%) percentage of any net income generated by the Researcher(s)/Creator(s) from the commercialization of the Intellectual Property. The Lincoln Institute of Graduate Studies shall not unreasonably withhold or delay an assignment of the IP Rights to the Researcher(s)/Creator(s); however, it reserves the right to delay exploitation where it is in its interests to do so.

6.7 Requests for any transfer of rights from the Institute to the Researcher(s)/Creator(s) or any other third party should be made in the first instance to VC.

7. Conflict of interest and confidentiality

7.1. A Researcher(s)/Creator(s)'s primary commitment of time and intellectual contributions as an employee of the Lincoln Institute of Graduate Studies should be to the education, research and academic programs of the Institute.

7.2. It is the responsibility of each Researcher(s)/Creator(s) to ensure that their agreements with third parties do not conflict with their obligations to the Lincoln Institute of Graduate Studies or this Policy, in any capacity. This provision shall apply in particular to private consultancy and other research service agreements concluded with third parties. Each Researcher(s)/Creator(s) should make his or her obligations to the Lincoln Institute of Graduate Studies clear to those with whom such agreements may be made, and should ensure that they are provided with a copy of this Policy.

7.3. Researcher(s)/Creator(s) shall keep the Lincoln Institute of Graduate Studies' business secret in confidence. In terms of this Policy, inter alia, every fact, information, solution or data related to the research carried out at the Lincoln Institute of Graduate Studies, whose public disclosure, or its acquisition or exploitation by unauthorized persons could damage or endanger the Lincoln Institute of Graduate Studies' lawful financial, economic or market interests shall qualify as business secret. Researcher(s)/Creator(s) shall, when communicating with third parties, exercise all due diligence regarding confidentiality provisions.

7.4. Should any doubt arise concerning conflict of interest or confidentiality issues Researcher(s)/Creator(s) are advised to consult with the VC of the Lincoln Institute of Graduate Studies.

7.5. Researcher(s)/Creator(s) shall promptly report all potential and existing conflict of interest to the VC in order to reach solution satisfactory to each concerned party

[1] A Confidential Disclosure Agreement form should be made available for the Researcher(s)/Creator(s).

8. Identification, disclosure and commercialization of Intellectual Property

8.1. The Lincoln Institute of Graduate Studies encourages its Researcher(s)/Creator(s) to identify research results with potential commercialization value and which may enhance the reputation of the Lincoln Institute of Graduate Studies through bringing them to public use and benefit.

8.2. The VC is responsible for the protection and commercialization of the Lincoln Institute of Graduate Studies' Intellectual Property. The Researcher(s)/Creator(s) however, shall be consulted in each phase of the procedure as may be the case or where and when appropriate.

8.3. Researcher(s)/Creator(s) shall be required to inform the VC in writing that, to the best of their knowledge, publishing of their works do not contain any results for which protection may be obtained or which can be exploited in any way.

8.4. Researcher(s)/Creator(s), including employees, students and Visiting Researcher(s)/Creator(s) are obliged to disclose all Intellectual Property falling within the scope of the VC.

8.5. Copyrighted Works shall be excluded from the disclosing obligation set out in Paragraph 8.3., except for those which were developed in the performance of a sponsored research or other third-party agreement.

8.6. Since protection and successful commercialization of Intellectual Property might depend on prompt and efficient administration, Researcher(s)/Creator(s) are required to disclose all potentially exploitable Intellectual Property as soon as they become aware of them. The disclosure must be made in writing by completing the Intellectual Property Disclosure of the VC.

8.7. Researcher(s)/Creator(s) shall fully disclose all research activities and results relevant to the Intellectual Property and provide information about themselves, in particular the percentage of their contribution to the creation of the Intellectual Property and the circumstances under which it was created. The detailed description of the Intellectual Property shall be presented in such a manner that the inventive activity involved and its novelty as well as its susceptibility of industrial application become explicit and clear-cut for a person skilled in the art.

[2] A Confidential Disclosure Agreement form should be made available for the Researcher(s)/Creator(s)

[3] The Lincoln Institute of Graduate Studies should introduce an Intellectual Property Disclosure Form to facilitate the disclosure. A model form is available as part of the model policy.

8.8. In case of incomplete disclosure, the form may be sent back to the Researcher(s)/Creator(s) requesting for additional information. The date of disclosure shall be the day on which the VC receives the full disclosure signed by all Researcher(s)/Creator(s).

8.9. If a Researcher(s)/Creator(s) is in any doubt whether an Intellectual Property falls within the scope of Paragraph 6 or it is potentially commercially exploitable, then the Researcher(s)/Creator(s) should submit a disclosure to the VC for consideration prior to making public disclosure of the Intellectual Property.

8.10. Premature disclosure may compromise the protection and commercialization of Intellectual Property. To avoid any loss of potential benefits, Researcher(s)/Creator(s) are required to make reasonable efforts to identify Intellectual Property early in the development process and consider the consequent impacts of any public disclosure.

8.11. After full disclosure of all relevant information the VC shall record the Intellectual Property in its register.

8.12. The VC shall determine whether any agreements provide for the sharing of IP Rights or other obligations overriding those set out in this Policy. Provisions of related Research Agreements may require the assignment of certain IP rights in full or in part. In case of assignment, the procedure for protection and commercialization shall be governed by a separate agreement concluded between the Lincoln Institute of Graduate Studies and other concerned parties. In all other cases the procedure set out in this Policy shall apply.

8.13. The VC shall notify the relevant Head of Department/ Center about all disclosures. The notification involves a short abstract of the Intellectual Property and the name of the Researcher(s)/Creator(s).

8.14. After the date of disclosure, the VC shall immediately commence the evaluation of the Intellectual Property. As a first step, a pre-evaluation shall be carried out to identify any major obstacles, which could hinder the protection and commercialization of the Intellectual Property. Based on the results of the pre-evaluation a recommendation on whether to protect and exploit the Intellectual Property shall be forwarded to the person or committee taking the final decision on behalf of the Institute. Such a recommendation shall be forwarded within 60 days from the date of disclosure. The final decision shall be taken within 30 days from the date of disclosure.

8.15. The Researcher(s)/Creator(s) shall be informed of the decision within 30 days from the date of decision in writing. If the Lincoln Institute of Graduate Studies decides not to commercialize the disclosed Intellectual Property, then the provisions of Paragraph 6.6. shall apply.

8.16. The VC shall carry out a complete evaluation of the Intellectual Property with particular attention on possible methods of the protection of the Intellectual Property and its business opportunities.

8.17. The Researcher(s)/Creator(s) shall closely cooperate with the VC, the patent attorney or any other professional experts involved by the Lincoln Institute of Graduate Studies. Researcher(s)/Creator(s) are required to give reasonable assistance in protecting and commercially exploiting the Intellectual Property by providing information, attending meetings and advising on further development.

8.18. The VC shall, within reasonable time, commence the process for acquiring legal protection. Public disclosure of research results made before obtaining the right of priority concerning a specific Intellectual Property application, highly jeopardize the proper protection of the related IP Rights. Therefore Researcher(s)/Creator(s) are requested to avoid any public disclosure of research results prior to filing such applications. The Lincoln Institute of Graduate Studies shall endeavor to avoid undue delays in publications.

8.19. The VC and the Researcher(s)/Creator(s) shall jointly determine an appropriate commercialization strategy as part of the evaluation process within 2 months from the date of Institute's decision. The strategy will outline the tasks of each concerned party in the commercialization process and establish deadlines for the specific actions. If there are disparities, the appropriate commercialization will be finalized by the VC.

8.20. The VC shall be responsible to carry out the commercialization plan and it shall submit specific proposals, such as draft agreements or business plans, to the person or committee appointed by the Institute for decision.

8.21. Commercial decisions, such as the ones concerning the terms of an assignment/licensing agreement or establishment of a spin-off enterprise, shall be taken on a case-by-case basis by the person or committee designated by the Lincoln Institute of Graduate Studies, giving due consideration to all circumstances.

8.22. The Lincoln Institute of Graduate Studies may decide not to apply for registered industrial property protection or may withdraw an unpublished application, if it is more appropriate for the purposes of commercialization to treat the Intellectual Property as a confidential know-how. In such cases Researcher(s)/Creator(s) shall be requested in writing to refrain from any public disclosure of the Intellectual Property. When choosing this option, however, the Lincoln Institute of Graduate Studies' shall take the Researcher(s)/Creator(s)' freedom to publish as well as public interest into account.

8.23. If the Lincoln Institute of Graduate Studies decides to discontinue an application, to withdraw it, or not to maintain a granted or registered right, the provisions of Paragraph 6.6. shall apply. Such decisions shall be taken by the person or committee designated by the Institute.

8.24. Intellectual Property not falling within the scope of Paragraph 6 may also be disclosed to the Lincoln Institute of Graduate Studies by Researcher(s)/Creator(s) under the terms of this Policy. In such cases the Lincoln Institute of Graduate Studies shall decide, within 60 days from the full disclosure of all relevant information, whether to exploit the Intellectual Property. If the Institute decides to undertake the protection and commercialization of the Intellectual Property, the rules set out in this Policy shall apply.

8.25. Expenses incurring in connection with the protection and commercialization of Intellectual Property shall be borne by the Lincoln Institute of Graduate Studies.

8.26. During the evaluation and commercialization period the full description of the Intellectual Property shall be disclosed to third parties under a confidentiality agreement.

9. Recording and maintenance of the Lincoln Institute of Graduate Studies' Intellectual Property portfolio

9.1. The Institute Business Linkage Cell of the Lincoln Institute of Graduate Studies shall maintain records of the Lincoln Institute of Graduate Studies' Intellectual Property in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance of protected Intellectual Property, and shall, within reasonable time, inform the VC.

9.2. The Institute Business Linkage Cell of the Lincoln Institute of Graduate Studies shall maintain accounting records on each Intellectual Property. The Cell shall ensure that the Intellectual Property be recorded in the accounting records, that any costs incurred be paid in due course and that the revenues from exploitation be distributed.

10. Distribution of revenues, motivation of Researcher(s)/Creator(s)

10.1. The Lincoln Institute of Graduate Studies provides an incentive to Researcher(s)/Creator(s) by distributing revenue generated from the commercialization of the Intellectual Property.

10.2. The expression ‘Net income’ shall mean all license fees, royalties and any other monetary gain received by the Institute, arising from the commercialization of Intellectual Property less all the expenses incurred in connection with the protection and commercialization of the Intellectual Property at the Lincoln Institute of Graduate Studies.

10.3. The share of revenues from Net income shall be as follows[4]:

Funding Source	Researcher(s)/Creator(s)	Department/Center	Institute	Other Institute of Funding Source*
Institute Funding (100%)	70%	**	30%	–
Other Finding	X%***		20%	Y%***
Private Sector Funding (100%)	P%***		20%	Q%***

*Subject to the Policies of the Funding Institute

**Can be decided by the parties with based on the contract between Researcher(s)/Creator(s)/s and Department/Center

*** P/Q/X/Y% Can be decided by the parties, based on the contract between Researcher(s)/Creator(s)/s and Funding Source

#above table shows only the minimum share and the maximum share shall be decided case by case

[4] The principle of sharing revenues should be defined individually for each Institute, taking into account all the stakeholders with whom the Institute’s income shall be shared, as well as general economic factors. It is a general principle that the Lincoln Institute of Graduate Studies’ share increases as the Net income increases.

11. Breach of the rules of this Policy

11.1 Breach of the provisions of this Policy shall be dealt with under the normal procedures of the Institute in accordance with the relevant provisions of law.

12. Dispute and appeals



12.1 In the first instance, disputes shall be dealt with by the person or body designated by the Institute. A decision shall be taken within 60 days from the submission of the concern. Over and beyond the above, with respect to any legal dispute arising in connection with the rules of this Policy, the relevant provisions of law shall be applicable.

13. Entry into force of the Policy

13.1 This Policy shall come into effect on 1st March 2024

13.2 All agreements concluded by the Lincoln Institute of Graduate Studies and the Researcher(s)/Creator(s) at an earlier time shall be governed by the provisions of the Policy in effect at the time of the signing of such contracts.