

Intellectual Property Policy Policy



**GONDWANA UNIVERSITY,
GADCHIROLI**

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Preface

In the knowledge economy era, the Science, Technology and Innovations are the important judging indicators and key drivers of National growth.

Intellectual Property Rights (IPRs) holds an important place, as it reflects the innovation ecosystem and patent regime of a nation.

In today's knowledge driven economy, protection and promotion of intellectual Property (IP) is of paramount importance.

Intellectual Property (IP) refers to creation from the mind of any person(s) (inventor(s)) such as inventions, innovations, literary work, artistic works, designs, symbols, names, logos, images.

The tangible assets like inventions, designs, software, brand name and other creative and innovative ideas are more valuable than physical assets. It is necessary to protect these creations in order to enable organizations to earn recognition or financial benefits. In this scenario, Governments of various countries protect the innovative ideas of the inventors through Intellectual Property Rights (IPR). Recently, IPR has become a central issue in the developed and developing countries.

Research and development leads to different forms of IP, which are likely to be commercially exploited unless protected by IPR. In this scenario, Intellectual Property Rights (IPR) of Gondwana University encourages, facilitates, promotes and safeguards scientific investigations and research of Gondwana University Personnel and others.

IPR cell is acting as nodal centre for carrying out all the activities related to IP. For the convenience of the inventors, IPR cell has come out with this booklet "Gondwana University Intellectual Property Policy". This booklet will give an idea to all the inventors about the functioning of IPR cell.

Gondwana University IP Policy aims to lay down the process for promotion and support to the innovators of Gondwana University Personnel and others for converting their innovative works into IP.

Gondwana University IP policy also aims to set forth guidelines for ownership of IP developed at Gondwana University by Gondwana University personnel, those directly or indirectly associated with Gondwana University, either in-house or outsource, sponsored unless specially covered by a policy to the contrary.

The IP policy of Gondwana University is expected to fulfill the commitment of the Gondwana University in order to promote academic freedom and provide a beneficial environment for research and development.

(Dr. Prashant S. Bokare)
Vice-Chancellor

Preamble

Gondwana University, Gadchiroli (hereafter referred to as GUG) is a State University established in the year 2011. In the last few years, a number of new initiatives and issues have arisen, with the enhanced growth in research and development. In view of the experience obtained during this period, in commercialization, incubation, international collaboration, distance education courses and student related issues, it was decided to adopt a policy approach. This document is of the IP Policy for the University.

GUG acknowledges the role of numerous stakeholders in the creation of its Intellectual Property (IP), namely the government, public, researchers, faculty, staff, post-doctoral fellows, research students, postgraduate and graduate students, guest researchers, sponsors, technology transfer units and the national IP offices. Being a University, interests of the various stakeholders have been attempted to be taken care of.

GUG recognizes the importance of innovations and assists in translating them into products, processes and services for both commercial benefits and achieve the widest public good. The features of this IP Policy aim to meet such needs and enable GUG to achieve its vision.

The main IP policy presents the generic position of the GUG. The Inventions related IP Policy relates to patent, design, layout, trademark, bio-diversity and related rights whilst the Expressions related IP Policy provides direction for the Copyright and related rights. Various forms that explain in detail the sub processes, various situations and required documentation will be included as part of the implementation of this policy.

Prof. Manish D. Uttarwar
Director of Innovation, Incubation and Linkages

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Introduction to IPR

Intellectual property is the product of the human intellect including creativity concepts, inventions, any kind of live product, medicine, industrial models, trademarks, songs, literature, symbols, names, brands, etc. Intellectual Property Rights do not differ from other property rights. They allow their owner to completely benefit from his/her product which was initially an idea that developed and crystallized. They also entitle him/her to prevent others from using, dealing or tampering with his/her product without prior permission from him/her. He/she can in fact legally sue them and force them to stop and compensate for any damages.

Objectives

The objective of this policy document of Gondwana University is to lay down the IP policy. The Principal objectives of GUG Patent and Copyright policy set forth herein are:

- a) To foster, stimulate and encourage creative activities in the widest sense in all the areas in which academic, consultancy, innovation, incubation and research programmers that are offered by Gondwana University.
- b) To protect the legitimate interest of faculty/scholars/students of Gondwana University and to avoid as far as possible conflict of opposing interests.
- c) To lay down a transparent administration system for the ownership and control of intellectual properties and sharing of the revenues generated and owned by Gondwana University.
- d) To promote, stimulate and encourage creative activities among the stakeholders of GUG leading to generation of intellectual assets.
- e) To provide an all-inclusive single window reference system for all IPR issues relating to the IP generated at the GUG.
- f) To safeguard the interest of the inventor/creator of IP and provide fair distribution of returns accruing from the commercialization of IPR.
- h) To provide legal support, wherever necessary, to defend and protect IPR obtained by the GUG against any infringement.

Definitions

1. Intellectual Property:

means work related to Patents, Trade Marks, design, Copyright, Industrial designs, trade secrets, plant varieties and includes inventions, technologies, developments, improvements, material compounds, processes, and all other research results and tangible research properties, including software and other copyrighted work.

2. Intellectual Property Rights (IP Rights):

means ownership and associated rights relating to intellectual property including patents, designs, trademarks, topography rights, know-how, trade secrets and all other intellectual or industrial property rights as well as copyrights, wither 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.

3. Copyright

Copyright is a legal term used to describe the rights that creators have over their literary and artistic works. Works covered by copyright range from books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings

Books, articles and related literary works

GUG encourages its personnel to spread knowledge by way of books, technical articles etc. which are seen as various ways in which vision can be achieved. In this respect, GUG does not claim ownership of copyright on books authored by GUG personnel. In cases where the books are related to the multiple research groups/faculty teaching the course in the college, it is expected that the interested author shall get the relevant no objection certificate from co-authors / other contributors. Use of GUG logo on any personal publications by the faculty/staff/student is prohibited. In cases of Institute designated works and other works like the content development programme, the ownership rests with GUG. Students who wish to publish their thesis, prior to submission for an academic degree, as a book or any other type of publication are required to seek a prior written approval from GUG.

4. Patents

A patent is an exclusive right granted for an invention. Generally speaking, a patent provides the patent owner with the right to decide how - or whether - the invention can be used by others. In exchange for this right, the patent owner makes technical information about the invention publicly available in the published patent document

- **Thesis**

1. The student is the original creator of the thesis, fine-tuned with relevant contribution of the supervisor(s) and the copyright authorship rests with the student creator.
2. The ownership is jointly held by the student creator and the supervisor(s) concerned. The supervisor(s) can waive off their joint ownership if desired. Relevant forms will be made available for such waivers.
3. The supervisor(s) is required to sign off at the time of the thesis submission, indicating the commercial/potential commercial/ no commercial value of the work concerned.
4. GUG reserves the right to identify potential IP generated through the submitted thesis and protect such identified IP before displaying the thesis in public domain. GUG gets a non-exclusive, non-commercial license for the display and use of the thesis for academic and research purposes.

5. In the case of a thesis resulting from external funding, the joint ownership of the thesis extends to the external supervisor(s). Pending any specific agreement, the IP and Copyright policy of GUG will be applicable by default in such cases.
6. Both the student and the faculty supervisor(s), where applicable, have the right to first refusal for any further adaptations and other derivative work that is intended to be done by either of the parties. They are given three months' time from the day the official request is submitted, to exercise their right to refusal. The official request should include at the minimum, from the adaptations identified.
7. Failure to respond within the time duration of three months will be deemed to be an acceptance of the proposal presented. Either party can approach GUG towards the resolution. The Director of I. I. and L. of the GUG shall oversee the formation of a panel for a resolution process.
8. Irrespective of any agreement, GUG reserves the right to use the thesis for educational and research requirements. GUG may not prefer the use of Non-disclosure Agreement (NDA) for its thesis evaluation.
9. GUG gets an automatic right to display the thesis in soft and hard forms.

5. Trademarks

A trademark is a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises. Trademarks date back to ancient times when artisans used to put their signature or "mark" on their products.

- **Trade Mark (s) / Service Mark (s)**

The logo of GUG would be the trademark of the Institute. It is to be noted that the logo of GUG cannot be used on any of the private communication of any of the GUG personnel. Official activities that are part of the officially recognized bodies, web pages hosted on the GUG domain, project websites and reports in which the concerned is a project member, student thesis are allowed by default to have the GUG logo.

The usage of the GUG logo, GUG name in full or partial for all other activities has to get the due approval of GUG.

6. Industrial designs

An industrial design constitutes the ornamental or aesthetic aspect of an article. A design may consist of three-dimensional features, such as the shape or surface of an article, or of two-dimensional features, such as patterns, lines or color

- **Design Rights**

The design right for a created component (physical or graphic, any dimension) follows the IP inventions policy as indicated in the succeeding section.

7. Geographical indications

Geographical indications and appellations of origin are signs used on goods that have a specific geographical origin and possess qualities, a reputation or characteristics that are essentially attributable to that place of origin. Most commonly, a geographical indication includes the name of the place of origin of the goods.

8. Trade secrets

Trade secrets are IP rights on confidential information which may be sold or licensed. The unauthorized acquisition, use or disclosure of such secret information in a manner contrary to honest commercial practices by others is regarded as an unfair practice and a violation of the trade secret protection

9. Creator(s)

It is faculty, staff, and other persons employed by the University whether full or part-time; visiting faculty and researchers; and any other persons, including students, who create intellectual property using University resources.

10. Confidential Disclosure:

Means an agreement between disclosing and recipient parties, or a term in a Research Contract or License Agreement.

Coverage

This policy on Patent and Copyright is applicable to all the GUG Personnel viz students, faculty, staff, researchers, both full and part time, including faculty and students, and other related ones.

This policy, as amended from time to time, shall be deemed to be a part of the conditions of employment of every employee, including student employees, and of the conditions of enrollment and attendance by every student at the institution. Upon prior written agreement between persons and the University, these policies may be applied to persons not associated with the University who make their inventions and original works available to the University under circumstances where the further development and refinement of the inventions are compatible with the research programs of the institution.

The IPR cell of the GUG shall act as the nodal agency for processing all the IPR related matters of GUG addressed in this policy.

Ownership

The IP policy has to be accepted and signed by all GUG Personnel. GUG owns all the Intellectual Property (IP) that is produced by all GUG personnel. GUG reserves the right to apply for IP protection in India/throughout the world/specific countries for suitable protection of the IP generated.

Gondwana University shall be the owner, with the creators specially stated as inventors for all the intellectual property inventions, software designs and specimens created by the creators who include faculty members, research scholars, students and those who make use of the resources of Gondwana University.

IPR cell will coordinate the activities of evaluating, protecting, licensing and managing the IP generated by Gondwana University. Further, it shall provide guidance to all Gondwana University personnel and facilitate protection and deployment of intellectual property issues of ownership, confidentiality, suitable advice from experts, disclosure, patentability and transfer.

Status of work	GUG support	Ownership ratio University: Inventor
If research work is in progress	<ul style="list-style-type: none"> • Can utilize university labs • Expertise support • IPR cell 	—
If research is registered for IP Rights	<ul style="list-style-type: none"> • 50 % in fees. • IPR expert assistance 	University will be joint applicant / inventor.
If research work is granted / certified by respected authority	<ul style="list-style-type: none"> • GUG helps to utilize incubation cluster • 	—
If product is ready followed by testing	<ul style="list-style-type: none"> • GUG helps to start manufacturing under incubation cluster • Initial financial support for manufacturing unit establishment under GUG cluster. • Support by sponsoring agency 	40:60

Ownership exemption

Under this policy, title to such inventions including software where applicable, designs and integrated circuit layouts and patentable subject matter that are created in GUG with the use of significant GUG resources are assigned to and owned by GUG, regardless of the source of funding, if any. All inventors/creators are required to ensure that an “**inventors’ agreement**” is filled at the time of submission of an invention disclosure to GUG. This agreement would among

other aspects, include ratio of sharing any revenue received from commercialization of the said technology amongst the GUG inventors/creators. Absence of such an agreement will be considered as equal sharing amongst the GUG inventors/creators.

The possibility of exemption to ownership is given in the following cases and GUG reserves the right to revise these exemptions on a case to case basis.

1. If the inventor/creator is not related with GUG.
2. If the inventor/creator has not used significant resources of GUG. The inventor(s) / creator(s) are to submit the lack of using significant resources for exemption purposes.
3. If GUG is not interested to take forward the disclosed invention/creation towards IP protection or through prior specific agreement.

In case of GUG not protecting an IP, the inventor(s)/creator(s) are provided with the permission to protect the same in countries of their choice.

Exemption to ownership is given in the following cases and GUG reserves the right to revise these exemptions on a case to case basis. Copyright being present by default on any material being created, the policy provides the following ownership exemptions to the various creations that occur as part of GUG personnel's activities. The copyright ownership is treated separately for the various creations identified.

Material Transfer Agreements (MTAs)

This agreement is of relevance to activity which requires a physical material access for research. GUG follows a material transfer agreement aligned with its academic and research needs. The MTA is used for both GUG to provide a material to any other external party and also to request any material from external agency.

Disclosure

GUG encourages timely disclosure of all potential IP/Inventions/Innovations generated (conceived or reduced to practice in whole or in part) by members of the faculty or staff (including research staff, doctoral students, students and visiting scholars) of the University in the course of their related activities.

IP Licensing and Agreements

GUG understands the legitimate commercial needs and the security required in the form of IP especially for breakthrough technologies. GUG strives to balance this critical requirement against the primary goal of academic and research dissemination leading to a practical usage of the technologies being developed.

The licensing is done by GUG through IPR cell, which handles the evaluation, marketing, negotiations and licensing of the entire University owned IP.

In certain cases, GUG might use the services of a third party for licensing the technology developed, under mutually agreed terms and conditions with such party, within the framework of the GUG IP Policy.

Licensing Types

The type of license provided will depend on the nature of the invention/innovation. GUG, being a state funded University, encourages non-exclusive licensing towards wider deployment of innovations being developed at the Institute.

Licenses are provided to a company and not to an individual. License may be limited to that particular IP in discussion and not to its enhancements or modifications. Licenses provided are subject to periodic review including the working status and accessibility/availability of the IP used. Based on the review of the licensing activities, GUG reserves the right to extend, modify or terminate the type of existing license provided.

License Exemptions

In case of both the inventor(s) and external party(ies) requesting for the license of the same GUG owned IP at the same time, preference for licensing may be provided to the inventor(s) based on the nature of technology amongst other considerations.

Irrespective of the license provided, GUG retains the right for research exemption and experimental use for patents, design rights and a fair use of copyrights and trademarks having an objective of academics and enhancing research. This will include the right to publish, use of technical data, the method, product and related services that has resulted from earlier research which has been licensed for the activities mentioned earlier.

In the case of inventions by its faculty/students/research scholars/other GUG Personnel under lien/sabbatical/visit/internship, GUG exercises the right to the access of such IP created for the sole purpose of academic work and research under research exemption and fair use, being conducted within its jurisdiction. The stakeholders are encouraged to disclose the invention through appropriate invention disclosure form (IDF) of such developments during their external stay.

Technology License / Transfer Options

GUG recognizes the inventor(s)/creator(s) as a key component for successful commercialization process. GUG shall use the succeeding options to utilize the IP generated. Licensing may be made either directly to third parties or through incubation or through licensing agents. It is to be noted that the IP generated would preferably be licensed and not assigned. GUG reserves its march-in rights in the case of assigned IP. Any licensing done by GUG will be on an, as is where is basis.

Technology licensing: This would be as per the current policy and revenues earned will be shared with the inventor(s) in a 70:30 ratio. The 70% due to the GUG inventor(s) will be distributed as per the separate inventors' agreement entered into between the inventors. In the case of multiple GUG inventors, the default inventors' royalty share is done on an equal basis in the absence of an alternate revenue sharing agreement.

- Nature of license (exclusive, non-exclusive or transfer of knowhow) will be based on the nature of the technology developed and on any prior contract governing the IP to be licensed.
- Exit time review of the earlier license provided would determine the future mode of license.
- Exclusive licensing provided after exit from GoCiBe will be subject to periodic review based on various measures.

- For IP involving multiple inventors, a No-objection Certificate (NoC) from all the inventors concerned is a necessity for an exclusive license to be considered. In the absence of NoCs from all the concerned, a non-exclusive license ONLY will be provided to the requester (s). If GUG has not been able to commercialize the creative work in a reasonable time frame, the creator(s) may approach the Pro-Vice chancellor and the Registrar for the assignment of rights of the invention(s) to them.

Revenue Sharing

Net earnings from the commercialization of IP owned by GUG would be shared as follows:

1. The inventor(s)/creator(s) share would be declared annually (or as revenues are received) and disbursement will be made to the inventor(s)/creator(s), their legal heir, whether or not the inventor(s)/creators are associated with GUG at the time of disbursement.
2. The revenue sharing ratio between the inventor team and GUG will be a fixed at 60:40 in favour of the inventor team. IP protection costs will be part of the license revenue sharing agreement between GUG and inventor(s).
3. Where applicable and when GUG reassigns the rights of the IP to its creator(s) for any country, the cost and revenue sharing will be governed by a separate agreement between GUG and the inventor/creator(s).
4. The inventors may at any time by mutual consent, revise the distribution of IP earnings agreement.

Contracts and Agreements

All agreements including but not limited to the following categories, for activities undertaken by any GUG personnel need to be approved by the GUG.

1. Confidentiality Agreement / Non-disclosure Agreement
2. Consultation Agreement
3. Evaluation Agreement
4. Research and Development Agreement (R&DA/MOU)
5. License Agreement
6. Technology Transfer Agreement
7. Alternative Dispute Resolution Agreement
8. Collaborative MOU with University / Organization

Registrar/Director (I. I. and L.) acts as the final signing authority in all categories of agreements listed above.

Infringements, Damages, Liability and Indemnity Insurance

GUG shall, in any contract between the licensee and GUG, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, upgrades, debug obligations and the content created. The policy also supports the need to indemnify GUG personnel built into the license agreements for sponsored research and consultative work. GUG shall retain the right to engage in any litigation concerning its IP and license infringements.

Renewal of IP Rights

A decision on the annual renewal of IP rights will be taken by the Institute. If GUG decides not to renew the IPR in any country, then it may assign the rights of the IP in that country to the creator(s) based on a request to that effect from the creator(s) and an internal review. In all cases, where IP rights in any specific country have been reassigned to the inventor(s), GUG shall not claim any share of such proceeds earned through that IP in that country excepting for the costs already incurred by GUG.

Conflict of Interest

The inventor(s) are required to disclose potential conflict of interest while undertaking any IP related activity. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company, in the event they are required to disclose the stake they and/or their immediate family have in the company. A GUG license to a company in which the inventors also have a stake and management role shall be subject to the approval of the Registrar taking the above consideration into the fact. All GUG Personnel shall be bound by the conflict of interest related policy/guidelines of GUG as applicable from time to time.

Dispute Resolution

In case of any disputes between GUG and the inventors/creators regarding the implementation of the IP policy, the aggrieved party may appeal to the Registrar of the GUG. Efforts shall be made to address the concerns of the aggrieved party through the appointment of a committee of experts and the verdict of the Director (I. I. & L.) is final.

Financial Support

Under the aegis of Board of Research, a policy is formulated to extend full financial support to the researchers and the other concerned, for filing Patent and Copyright/Geographical Invention/Geo-Tagging/Trademarks and others respectively.

Jurisdiction

All agreements to be signed by GUG will have the jurisdiction of the Gadchiroli in the state of Maharashtra and shall be governed by applicable laws of India from time to time.

Note: This policy shall be subject to revisions, if any, from time to time.