



**GSFC**  
**UNIVERSITY**  
EDUCATION RE-ENVISIONED

**GSFC University, Vadodara**  
**Intellectual Property Rights Policy**  
**August, 2021**

**Intellectual Property Rights (IPR) Centre**

**GUIITAR Council, GSFC University**  
**Vigyan Bhavan, P.O. Fertilizernagar,**  
**Vadodara-391750, Gujarat, INDIA**



**GUIITAR**  
**COUNCIL**

## Contents

1. Preamble	3
2. Objective	4
3. Definitions	5
4. IPR Centre	12
5. IP Creation Responsibilities	13
6. Managing of IP	17
7. Record keeping	20
8. Assessment of Innovations and filing of IP applications: Role of University IPR Centre	22
9. Authority of contracts	23
10. IP Ownership	24
11. IP Assignment	27
12. IP Administration	29

## 1. Preamble

GSFC University is recognized under the Gujarat Private University (Second Amendment) Act, 2014 and is established by the GSFC Education Society - an initiative of Gujarat State Fertilizers and Chemicals Ltd, six decades old industrial giant.

GSFC University recognized that Intellectual property protection is critical for fostering innovation. Without the protection of ideas, businesses and individuals would not reap the full benefits of their inventions and would focus less on research and development. In today's time, intellectual properties like patents, trademarks, designs, other creative artistic work and innovative products are often more valuable assets than physical assets.

India has an entrenched legal framework to work out a compelling IP ecosystem. The Union Cabinet has approved the National Intellectual Property Rights (IPR) Policy on 12<sup>th</sup> May, 2016 that shall lay the future roadmap for IPRs in India. And Further Education Department, Government of Gujarat has launched Intellectual Property Guideline for Academia in Gujarat on July, 2018.

The policy laid down in this document is expected to fulfil the commitment of the GSFC University to promote innovation, academic freedom and provide a conducive environment for research & development by protecting creator's intellectual Property.

## 2. Objective

The Objective of this policy document is given below:

1. To create awareness about the economic, social and cultural benefits of IPRs among all stakeholders of University (students, faculty, researchers)
2. To stimulate the generation of IPs, protect IPs and facilitate the commercialization of IPs by providing favourable environment at the University.
3. To setup IPR centre at University to help/support the students, innovators, research scholars and employees.
4. To establish IPR policy and procedural guidelines for converting the knowledge generated in the University to wealth.
5. To provide economic support to creator for creation and successful exploitation of new IPs.
6. To strengthen and expand University human resources and capacities for teaching, training, research and skill building in IPRs.

### 3. Definitions

**Intellectual Property:** The term “Intellectual Property” used herein broadly means any property generated out of the intellectual effort of the creator, either having proprietary value or protected by statute. In the case of copyrightable work, it must be fixed in a tangible form, and the creator or rights-holder is empowered by law to prevent others from copying this form. Intellectual property includes: Patents on new and useful scientific or technical advancement by way of innovations, discoveries, processes, computer hardware and software, unique materials, machines, devices, instruments, apparatus, circuits, plant varieties, semiconductors, etc. Copyright in industrial and architectural designs, models, engineering drawings, print publications, thesis, sound recordings, multimedia work, integrated circuit layout designs; computer software, animations and visualizations, information technology products and processes including hardware and software features, original innovative or creative or artistic works and their derivatives or adaptations, whether dramatic, musical, literary works, works of graphic or plastic art and cinematographic and animated films, teaching material for classroom and online courses such as courseware for distance education, original data and records of research, and undisclosed and/or unpublished information, etc.

**Patent:** A patent is a set of exclusive rights granted by a sovereign state or intergovernmental organization to an inventor or assignee for a limited period of time in exchange for detailed public disclosure of an invention. An invention is a solution to a specific technological problem and is a product or a process. Patents are a form of intellectual property.

**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.

**Industrial design:** An industrial design constitutes the ornamental or aesthetic aspects 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 colour.

**Trademarks and service marks:** Trademarks and service marks mean distinctive words, name, graphics, symbols or logos or a combination thereof, adopted and used to identify the source of goods and distinguish them from those manufactured or sold by others.

**Plant Variety:** Plant variety protection provides legal protection of a plant variety to a breeder in the form of Plant Breeder's Rights. Plant Breeder's Rights (PBRs) are intellectual property rights that provide exclusive rights to a breeder of the registered variety

**Semiconductor Integrated Circuits Layout-Design:** A semiconductor layout design means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in semiconductor integrated circuits.

**Stakeholders:** A person, group, institution, organization, member, third party or system that affects or can be affected by these guidelines.

**Owner:** The person in whom the ownership, dominion, or title of Intellectual property; proprietor is vested. He/she who has dominion on IP, in which lies a right to enjoy, maintain, assign, commercialize or license it, as far as the law permits, unless he/she be prevented by some agreement or covenant which restrains his/her right.

**Creator:** Creator refers to an individual or a group of individuals at the university, who make, conceive, author, or otherwise make a substantial intellectual contribution to the creation of any intellectual property. Creator includes an inventor, innovator in the case of innovations under Patent Law, an author in the case of works falling under the Industrial Designs Law and/ or Copyright Law.

- a) **Inventor:** One who finds out or contrives some new thing; one who devises some new art, manufacture, mechanical appliance, or process; one who invents a patentable contrivance.
- b) **Innovator:** One who develops new ways in either form, feature, function or any of their combination to an existing product, process or system while creating value for end users.
- c) **Author:** One who produces, by his/her own intellectual labor applied to the materials of his/her composition, an arrangement or compilation new in itself.

**University:** GSFC University (hereinafter referred as GSFCU or University) is recognized under the Gujarat Private University (Second Amendment) Act, 2014 and is established by the GSFC Education Society - an initiative of Gujarat State Fertilizers and Chemicals Ltd, six decades old industrial giant located at Vigyan Bhavan, P. O. Fertilizernagar, Vadodara - 391750, Gujarat.

**Party/Parties:** A person concerned or having or taking part in any affair, matter, transaction, or proceeding, considered individually. The term "parties" includes all persons who are directly interested in the subject-matter in issue, who have a right to make defence, control the proceedings, or appeal from the judgment. Strangers do not possess these rights.

**Research Scholar:** Scholars who are carrying out research. It does not necessarily mean that they should be registered in Ph.D.

**Alumni:** Student who completed his/her study in GSFC University and made an application for assistance under the provisions of this policy and guideline made by university, and who are within five years of his/her study (Alumni definition for this policy and guideline purpose only).

**Employee/Staff:** An employee/staff is a person who works in the service of another under express or implied contract for hire, under which the employer has the right to control details of work performance.

**Faculty member:** All teaching staff, visiting staff of a University.

**Supervising teacher/Guide:** Person regulating and monitoring a process or activity or tasks in academic, research and allied activity.

**Mentor:** An expert and trusted advisor from either academia or industry who advises/assists for specific need of creator, inventor, innovator over a period of time.

**Startup:** An entity (Private Limited Company or Registered Partnership Firm or Limited Liability Partnership) shall be considered a “Startup” – (a) Up to 10 years from the date of its incorporation/ registration, and (b) If its turnover for any of the financial years has not exceeded INR 100 Crore, and (c) It is working towards innovation, development, deployment or commercialization of new products, processes or services driven by technology or Intellectual Property. The entity should not have been formed by splitting up or reconstruction of a business already in existence. A proprietorship or a public limited company is not eligible as startup. A one-person company, being a private limited company is entitled to be recognized as a 'startup'.

**Student Startup:** Startup is any student-led innovation based startup that has been founded by the efforts of one or more student(s) and / or alumni (not more than 5 years from graduation), from GSFC University, with or without the help of faculty guides and external support agents.

**Committee:** In practice, an assembly or board of persons to whom the consideration or management of any matter is committed.

**Authority/Authorized body:** In contracts, the lawful delegation of power by one person to another. In the English law relating to public administration, an authority is a body having jurisdiction in certain matters of a public nature.

**Work made for hire:** A work created by a citizen in the fulfilment of tasks assigned to him by a legal entity or other organization is a work created in the course of employment. If the

parties agree in a written instrument signed by them, then that work shall be considered a work made for hire. Works created under a contract of employment or apprenticeship (Contract of Service):

- a) Contract of employment: Verbal or scripted, implied or expressed, contract detailing terms or conditions based on which a worker agrees to perform specific duties as guided and commanded by the employer, for an accorded salary or wage. Whether it is mentioned or not in this contract, the employer and employee can only make lawful, reasonable demands towards each other and they should have mutual confidence and trust. Every employee is obliged to perform assigned tasks and follow the employer.
- b) Contract for Service: Verbal or scripted, implied or expressed, contract detailing terms or conditions based on which a person agrees to perform specific tasks assigned to him/her as detailed in the contract for a specific purpose

**Guarantor:** A person duly capable to enter in to contract who guarantees the performance of contract for legal accountability

**SSIP:** Student Startup and Innovation Policy (SSIP) of Government of Gujarat provides various kinds of incentives including financial grant to protect innovation of students/alumni/ startups/innovators. GSFC University has been implementing SSIP Policy for the benefits of students/start-ups.

**Significant use:** An invention/innovation, software, or other copyrightable material, or tangible research property will be considered to have been developed making significant use of University funds or facilities if:

1. IP was developed using reasonable amount (not just token amount) of University funds paid specifically to support the development of that IP/research project and not arriving after the creation of IP as recognition or award.
  - a) In case of funding made available to the creator in the form of grants, contracts or awards from external sources/sponsoring body (excluding Government), the rights lies with the 3rd party to decide its consideration as significant or non-significant contribution of University (implied with ownership decision)
  - b) In case of grants provided by Government under SSIP (100% support) or other scenarios, it will not be considered as significant contribution of University.
2. IP was developed making extensive use of equipment or machines, dedicated and purchased exclusively for the project.

**Non-significant use:**

Generally, an invention/innovation, software, or other copyrightable material, or tangible research property will not be considered to have been developed using University funds or facilities if:



1. Only a minimal amount of research funds has been used; and
2. The Intellectual Property has been developed outside of the assigned area of research of the inventor(s)/author(s) under a research assistantship or sponsored projects.
3. Resources not considered significant:
  - a) Utilization of routine facilities and equipment of the University - office, laboratories, library, machine shop facilities, normal online storage and traditional desktop/personal computers which are commonly used/shared for academic purpose.
  - b) Extensive use is not considered significant if it is commonly available to all students, faculty members or professional staff.
  - c) Use of a specialized facility for routine tasks.

**Ownership:** The complete dominion, title, or proprietary right in a thing or a claim.

**Assignment:** Transfer of rights or title in intellectual property in writing.

**Know-how:** Refers to the knowledge, innovations, practices, expertise, processes or procedures, and secrets of individuals regarding the use of material, product or resource, or the practice of a method for a particular purpose.

**Moral right:**

- a) The right to claim inventorship/authorship of a work, and
- b) The right to restrain or claim damages with respect to any distortion, mutilation, modification, or other act in relation to the said work if such distortion, mutilation, modification, or other act would be prejudicial to his/her honour or repute.

**Major claim:** Claims mentioned by the creators in the IP filing document while expressing the attributes of the creation which covers critical aspects of novelty, utility and inventive steps.

**License:** In the law of contracts, permission, accorded by a competent authority, conferring the right to do some act which without such authorization would be illegal, or would be a trespass or a tort. Also it is the written evidence of such permissions.

**Non-exclusive license:** A license that grants several licenses within the same industry, the same rights to an intellectual party at the same time or consecutively.

**Exclusive license:** Certified allowance of another person or entity to conduct other specified activities in a different specified area or industry for a specified amount of time, involving different specified goods and/or services. As long as some aspect of what is allowed differs from one license to another, the exclusiveness of the license is met by the licensor or issuing agency. Copyright laws are an example of this type of license. The writer/owner has

exclusive rights to market the written content. This does not prevent other writers from having the same rights, but to their own written content.

**Technology transfer:**

- a) Assigning technological intellectual property that is developed in one place and sending it to another by legal means.
- b) Process of turning technological and scientific advances into a marketable service or a good.

**Agreement:** A mutual understanding between two or more persons about their relative rights and duties regarding past or future performances; a manifestation of mutual assent by two or more persons.

**Express agreement:** A contract between parties that lets them declare intentions and bind them under the contract.

**Non-Disclosure Agreement:** A binding agreement between individual, group of individuals, entity and/or entities where either one party or all parties agree to not to disclose information that may be exchanged between the parties that is confidential in nature and to treat specific information as a trade secret.

**Consent:** A concurrence of wills, express consent which is directly given, either *lira voce* or in writing. Implied consent is that manifested by signs, actions, or facts, or by inaction or silence, which raises a presumption that the consent has been given.

**Prior Informed Consent:** A written form of consent signed by concerned people/ organization before the commencement of work/project.

**Fair use:** The purpose of the use allowed by law so that limited portions of a work can be copied for non-commercial work and academic work without taking the right holder(s)' permission. This is the amount of copying allowed by law so that copyright shall not be strangled held on the progress of human knowledge. Limited portions of a work can be copied without the rights holder(s)' permission for non-commercial and academic uses, although the exact permissible percentage may have to be determined by the courts. In general, use of a small part of a work which does not hurt the present or potential market for that work is allowed under fair use, but there are many grey areas where the law has to be decided on a case-by-case basis. Fair use in the classroom during regular teaching is understood more liberally than that permissible in teaching for distance education multimedia packages. This is because distance education packages are commercial products and hence permission has to be sought for the use of any Intellectual Property held by

others which might be quoted or reproduced in the package. The possibility of fair use exists only in the case of copyright and does not apply to patents.

**Massive joint work:** Collective works where the inventorship/authorship cannot be attributed to few creators or persons only where the outcome is a result of simultaneous or sequential contributions over time and space by wide range of stakeholders.

**Open innovation:** A distributed innovation process based on purposively managed knowledge flows across organizational boundaries, using pecuniary and non-pecuniary mechanisms in line with the organization's business model. Open innovation is generally carried out by:

- a) Networking and crowd sourcing (Hackathon model is one such example)
- b) Collaboration and R&D alliances, could be under the form of a research joint venture or an R&D project
- c) Creating independent spin-offs dedicated to the development of a new project
- d) Licensing
- e) Being part of a patent pool

**Open source:** Technology, process, product, expired/off patents or scholarly works that can be accessed, modified and redistributed for free (non-exclusive). However, open source software may often include restrictions on re-sale (non-commercial).

**Open source software:** Software that can be downloaded, modified and redistributed for free. However, software often includes restrictions on re-sale.

**Pre-emption rights:** A right set in contracts, allowing a party go gain the first opportunity for purchasing a property or article, before it is put up for sale.

**Non-confidential disclosure includes:**

- Disclosure at an international exhibition
- Disclosure in a journal, book, poster or other publication
- Disclosure via a website or other electronic means
- Disclosure through oral presentation
- Disclosure to someone (for example, a potential investor) who is not under an obligation to keep the information confidential

## 4. IPR Centre

**A. Goal:** This will be the facilitating centre for IPR related matters at the GSFC University that will implement the IP guidelines.

**B. Constitution:**

**IPR Scrutiny Committee:** This will be chaired by the Vice Chancellor of GSFC University with minimum four experts (two domain experts from academia/industry, one IPR expert with minimum three years of experience in the field of IPR, one SSIP Coordinator). This committee will evaluate applicants for assessing the innovation and filing, commercializing and related matters of IP. They can take help from any university level IPR Cell, State Intellectual Property Facilitation Centre (IPFC) or even other suitable agency as and when needed to assist creator from the GSFC University. Creator can appeal to University Level Startup Committee (ULSC) of GSFC University or State IPFC against the decision of the GSFC University IPR Scrutiny Committee.

**C. Activities:**

1. Oversee the overall IP related activities at University level.
2. Facilitate end to end IP support and management to creators approaching to University IPR Centre.
3. Will be responsible for implementing IP guidelines across University's involving students, alumni and faculty.
4. Build capacity among all stakeholders and guide rightly.

## 5. IP Creation Responsibilities

### A. For all stakeholders

1. University should sensitize all students, faculty members and allied stakeholders about this IPR Policy periodically. Students and faculty members should have clarity regarding University IPR policy from the beginning, including understanding and accepting the student and employee agreement carefully at their joining of the University.
2. Any IP-related matter needs to be clarified in early stages of discussions with an industry sponsor or commercialization partner. This should include confidentiality issues, ownership of IP, IP valuation and conflicts of interest.
3. In case of IP generated through significant usage of University resources, for the avoidance of doubt, it is advisable for the University to have a written acceptance/ agreement for significant usage from the creator prior to the significant usage as determined by the definition mentioned in the guidelines keeping all stakeholders in loop.
4. In case of patent application, student, faculty or University must not publish any documents related to innovation before the patent application is filed to patent office in India or any interested jurisdiction.
5. Creators shall learn to share ideas (how much detail should be shared) without disclosing the know-how (i.e. the central claims of the IP) thereby compromising its patentability. University may provide such training and University IPR Centre may filter the content of such drafts/applications before creators disclose their inventions or ideas in any form to third parties.
6. All stakeholders shall be aware about protecting internal IP of the University and external IP of the third parties (Trade secrets, know how details).
7. The creator, inventor or University shall not use the innovation for their own use or for benefit of the third parties other than their assigned academic duties or for trial or further research work or such knowledge which is already in public domain.
8. Each creator associated with creation has to sign the non-disclosure agreement (NDA) with involved stakeholders like State IPFC, University IPR Centre, authorized body, individual creators/inventors, faculty members, mentors, guide or a personnel before submitting Invention Disclosure Form (IDF)/ disclosing invention, innovation and abide not to disclose the information till the date IP application is filed or appropriate steps for protecting the IP is taken or until possibility for commercialization of innovation is evaluated and treat the information as confidential.
9. The owner of copyright shall grant favourable license to partner stakeholders for non-commercial purpose like research and academic activities.
10. Applicant/Creator/IP Facilitators/University can sign the below mentioned contracts/agreements with the consent of IPR Centre, GUIITAR Council, GSFC

University. An agreement should contain term/duration of its validity as and when required. IPR Centre may prepare various agreements as and when required. Some of such prepared agreements are as follows:

- Non-Disclosure Agreement Between GSFC University And IPRSC Members
- Non-Disclosure Agreement (NDA) Between IP Facilitator and GSFC University
- Non-Disclosure Agreement (NDA) Between GSFCU IP Facilitator and Innovator/Applicant

## **B. Responsibility of Creators**

1. Each creator must disclose all IP related information via formal IDF (Invention Disclosure Form) to GSFC University IPR Centre and any associated materials, including research results, which they create with significant usage of University resources/sponsored/collaboration research/massive joint work or created in the scope of one's employment/contract.
2. To make an invention disclosure in a thorough and timely manner of all inventions, discoveries and other works that are patentable/copyrightable and in which University can claim rights over IP.
3. To provide/deposit all records, documents and materials those are necessary for the protection of IP, on request, and in any event before leaving the University.
4. The creators should take note of contribution made by each stakeholder. The inventorship of the creation will be attributed considering the contribution towards major claims. In a predefined format, the contribution of each creator in generation of IP need to be clearly specified and undersigned by each creator while IP filing.
5. In case of disclosing idea during programs like Hackathons, various open innovation processes, Startup events, applying for funding, incubation, for availing benefits from various grants, etc. creator should consult IPR Centre to draft details to disclose idea without losing the know-how of IP or prefer to sign an NDA and Prior Informed Consent with the respective party.
6. Creators or any stakeholders shall not use the Logo or name of the University without prior permission/written consent from University to use for any commercial purpose/in any way.
7. In case of massive joint work, creators may choose 1 or 2 representative(s) appointed by formal voting/NOC to incorporate liability while dealing with other stakeholders. It is also precautionary against chaos which may generate from conflict of interests. The appointment process of representative/s can be conducted periodically/yearly basis.

## **C. Responsibility of faculty members/guide/mentors**

1. Faculty members/guide/supervisors should guide the students in filing IP application, if students have done research work, innovation or new findings.

2. Faculty members/supervisors/guide should keep record of the reasonable usage of University resources if any.
3. They shall guide and intimate the students if they are not aware; when certain type of research work may have potential to generate new IP which should be protected by filing IP application if it is not published by the student as thesis or any research article or papers.
4. With the consult of IPR Centre, they shall ensure that students are aware of the consequences if IP associated with a project is disclosed prematurely.
5. With the consult of IPR Centre, they shall inform students of the way in which ownership is regulated and rights and obligations are infringed.

#### **D. Responsibility of University**

1. University shall implement pedagogical interventions by incorporating basics of Intellectual Property Rights in their course curriculum.
  - a. Develop innovative interventions, MOOCs (massive open online course) etc. in IP domain for widening the impact base and run some compulsory programs to bring literacy in this domain.
  - b. Arranging IPR practical training and workshop for staff and students.
2. Organize awareness programs/seminars regularly about IP, knowledge transfers and entrepreneurship time to time. Students shall become acquainted with how the intellectual property system works. Spreading the use of patent databases by students as a source of technological information.
3. University shall formulate documents like employment contracts and other contractual arrangements.
4. University should have policy to allow creators for not to share their thesis in public domain up to one year if creator and the guide wish to protect IP in their work. In such cases, University IPR Centre should scrutinize to check IP worthiness of the claimed work and facilitate as mentioned.
5. Develop mechanisms to identify potential IP and IP with market capability at regular intervals.
6. Provide incentives to reward creators/researchers for their engagement with innovation and knowledge transfer for socio-economic benefit.
7. Collaborate with suitable organizations, IP support agencies to pull more resources to extend IP support to creators and start-ups.
8. The employment and student joining agreements should have a clause stating that the IP will be governed by the IP guidelines as mandated for the University. The University should execute assignment agreements with the creators ensuring the rights belonging to the parties as per IP guidelines. In case the students are not automatically bound by the policies of the university, University would need to have an express agreement from the student before he or she embarks on the research.

9. University may have criteria like achievement in IP and allied domains as a weightage factor while recruiting and promoting employees/faculty members.
10. In case University is providing defined significant resources in the process of creation, University has to inform prior to the creators formally.
11. Develop procedure for patent portfolio management.
12. University shall not promote, support or commercialize any IP-related project which would create difficulties for the University in relation to its status as a socially responsible institution or affect their reputation.
13. Sensitize and support students and startups to create/explore further value from the expired patents /off patents.



## 6. Managing of IP

### A. Managing IP of different types

#### 1. Patents:

Inventions, innovations are patentable if they are: novel, non-obvious, and useful discovery.

a) discovery that excludes printed matter and pure algorithms

b) but includes:

- device
- manufacturable article
- machine
- composition of matter
- process or method
- new, useful improvement

Rights over patents are decided based on the contribution of individuals towards major claim, significant and non-significant usage of University's resources, collaboration work and employment contracts as elaborated in this guidelines.

#### 2. Copyright:

One can claim copyright over their literary or artistic works which covers- books, articles, parts of thesis, assessment tools, training packs, monographs, lectures, speeches, teaching materials, scholarly material, computer programs, databases, advertisements, maps and technical drawings. (Formula, equations etc. are not copyrightable items.)

Ownership of copyright of all copyrightable work shall rest with the author(s) except the work created in the scope of one's employment as described in these guidelines. However University is granted non-exclusive license for non-commercial purposes for research and academic activities.

#### 3. Design:

One can register for design protection if their work constitutes ornamental or aesthetic aspects. This can be applied to engineering components, architectural drawings, medical illustrations, unique appearance of commercial objects.

Design rights vests with the creator(s) created without significant use of University resources and not connected with the profession for which he/she is employed at the University.

For inventions produced during the course of sponsored and/or collaborative activity, specific provisions related to IP made in contracts governing the collaborative activities shall determine the ownership of IP.

#### **4. Trademark:**

- a) Non-descriptive words, names, symbols, phrases, sounds and distinctive colours may be protected as trademarks and service marks.
- b) Unlike a copyright or patent, trademark rights can last indefinitely if the mark is used continuously and properly.
- c) In order to protect a trademark or service mark, it is important that the designation “TM” is used after the trademark or “SM” after a service mark until such time as it is registered. The designation “R” inside a circle must be placed to the right of the mark after it is registered, in order to preserve trademarks owner's rights in the event of an infringement.
- d) University service marks and trademarks are among the foremost assets and must be treated as such to maintain its viability. Name, marks and graphical features are nationally and internationally recognized as symbols of the excellence achieved through wide range of endeavours. They cannot be used on any of the private communication by any stakeholder. The usage of logo, name in full or partial for any activity has to get the due approval of University except in academic work like reports, thesis or projects.

#### **5. Plant Variety:**

Four types of plant varieties can be registered under PPVFR Act, 2001.

- a) New varieties: A variety which is not in public domain in India earlier than one year before the date of filing; or outside India, in the case of trees or vines earlier than six years, or in any other case, earlier than four years.
- b) Extant variety: A variety which is notified under Seed Act, 1966 or a variety about which there is common knowledge or a farmers’ variety or any other variety which is in public domain is considered as an Extant variety
- c) Farmers’ variety: A variety which has been traditionally cultivated and evolved by the farmers in their fields or a variety which is a wild relative or land race of a variety about which farmers possess common knowledge.
- d) Essentially derived variety (EDV): An “essentially derived variety” shall be said to be essentially derived from such initial variety when it is predominantly derived from such initial variety, or from a variety that itself is predominantly derived from such initial variety, while retaining the expression of the essential characteristics that result from the genotype or combination of genotype of such initial variety and it is clearly distinguishable from such initial variety. An EDV conforms to such initial variety that results from the genotype or combination of

genotype of such initial variety.

#### **6. Semiconductor Integrated Circuits Layout-Design:**

Any Integrated Circuit Layout Design satisfying following criteria can be registered:-

- a) Original
- b) Distinctive
- c) Capable of distinguishing from any other layout design
- d) Have not been commercially exploited anywhere in India or in a convention country.

#### **B. Managing of IP in Research term papers and Thesis**

1. When students have to submit their research projects or new findings or topic as a thesis towards partial fulfilment of the requirement of an academic degree, and it is possible that it may contain IP which needs to be protected before being revealed in the public domain.
2. Thesis/research papers might have 3 types of IP involved predominantly:
  - a) There might be technology revelation which might be protectable as patent
  - b) Thesis might have design protectable under design laws
  - c) There might be material or parts authored by the student/s which might be protectable under copyright laws
3. Generally, the ownership of copyright is decided by
  - a) The laws of the jurisdiction of the right are being granted/enforced
  - b) Terms and conditions of the contributing parties of the copyright material
  - c) Authorship and rights of guide/mentor is decided based on the contribution towards the major claim. However, unless it's governed by separate agreements, the copyright in thesis/research paper shall be owned by the student.
4. The owner of copyright may grant non-exclusive and non-transferable licence to University, third party and others for the non-commercial purpose like research and academic activities.
5. University and/or supervisors should guide the students that certain type of research work may help to generate new IP which should be protected by filing IP application if it is not published by the student in the form of thesis or research article or papers.
6. The hard copy of the thesis or research paper is submitted to University for the requirement of degree. The supervising teacher and student should agree to allow the University to publish the thesis on their website or any other suitable means for public display apart from the case mentioned below in point 8.
7. The student or supervisor will have the option to forgo the publication of the thesis or research paper in public domain for one year if they have decided to file

an IP application or plan for commercialization. The copyright of such a document will remain with the student.

8. In case the student has to submit their research projects or new findings or topic as a thesis towards partial fulfilment of the requirement of an academic degree, he/she should get the non-disclosure agreement (NDA) signed with a validity for specific term (as per the agreement) with University against 'non-confidential disclosure' (see definition) till the date IP application is filed or appropriate steps for protecting the IP is taken or possibility for commercialization of innovation is evaluated. \*Patenting and publication can co-exist: having reserved the IP rights by filing a patent application, a researcher may still publish his/her research results considering the fact that the patent documents for an invention are published 18 months after the first patent application is filed in relation to that invention (the priority date).
9. If thesis/research papers are not protected by patent/copyright/design, transfer of know-how of potential thesis/research papers can be done through technology transfer agreements with commercial entities.

### **C. Managing of IP for public interest**

1. University is encouraged to publish research results and scholarly information if public access will promote widespread use, advance the University's mission and if such action does not violate any of the University's obligations towards creators and third parties, such as government or other sponsors.
2. In case the University recognizes that commercialization of IP may not be appropriate and it is in the best interests of knowledge transfer to place IP in the public domain without registering the IP for protection and/or to make the IP open source. This shall take place if the creator or an employee or third party (if involved) believes that this is appropriate and agree the position with the University with written agreement/NOC (No Objection Certificate).

## 7. Record keeping

1. All the documents, contracts, agreements and consents should be properly recorded with multiple copies and most importantly in an easily retrievable manner.
2. University will maintain a record of all IP including the date on which the relevant IP was first reported to the University IPR Centre.
  - a. All invention disclosed to University IPR Centre
  - b. All the registered IP owned by the University of which it has been made aware
  - c. All the IP assigned to University by creators
  - d. The IP licensed to the University
3. University shall keep written, dated records/supporting documents and detailed account of significant usage of University's resources in the creation of IP.
4. Faculty members/employees working on projects which generate IP shall keep written, dated records of their activities and results. It is important that all correspondence, including e-mails and meetings are logged and documented to provide a detailed account of any discussions relating to the IP.
5. In case of IP owned/assigned/licensed to University, each creator shall deposit any physical representation of IP or copy of teaching/scholarly materials, where the student/faculty member is the creator of such IP. Physical representations would include original (or, if lost, copy) drawings, diagrams, recorded know-how (e.g., laboratory notebooks) and Tangible Research Materials. Teaching/scholarly material should be in all the formats in which they have been produced at that date, including electronic formats. University shall maintain it without losing its confidentiality.
6. University shall keep a good record of all the documents related to the IP and other allied records. University shall make their own SOP (Standard Operating Procedure) or guideline to handle the documents which are useful for creation of the IP. All data of research or innovation should be recorded systematically in concerned department as described:
  - a. All lab records should be entered in permanent ink in hardbound volumes named as PRIVATE and CONFIDENTIAL with all pages serially numbered, without deletions or additions.
  - b. Each page should have date on top of the page and sign at the end of page.
  - c. All blank spaces must be cancelled out if it is authenticated by the creators' name and signature.
  - d. All detailed experimental procedures and actions should be noted down. The experiments and idea which are not actually performed should be headlined correctly to easily differentiate.
  - e. No abbreviations should be used unless they are used routinely.
  - f. Important data and end results which relate to valuable innovation or discoveries should be signed and dated by creator or inventor and supervisor.

- g. Modifications, if any, in the drawing then it should be authenticated by the initials of the creator and date.
- h. All important new products and products produced by new process should be photographed and photographs should be dated and signed by the creator.
- i. All Laboratory Notebooks and invention records will be in the safe keeping of the University under the responsibility of the designated authority i.e. supervising teacher, or the Head of the Department, or Head of Central Library & Records, or the Dean of Schools of the University

## **8. Assessment of Innovations and filing of IP applications: Role of University IPR Centre**

1. Provide support in filing the IP (Intellectual property) application with reasonable resources.
2. University IPR Centre is open to alumni, industry and any innovator.
3. University IPR Centre shall evaluate every invention disclosure submitted.
4. Scrutinize the IP within 3 months (minimize delays) from the date of application which has potential to be commercialized and therefore University will take initiation to protect the IP by appropriate process.
5. Sign the NDA and treat the information as confidential on disclosure of IP by creators.
6. Educating creators and staff about situations that generate conflicts of interest and conflicts of commitment, the way in which ownership is regulated and rights and obligations are disturbed.
7. Providing access to various tools and software related to IP.
8. In case of filing the IP application in the foreign countries, the decision will be taken by the University IPR Centre based on the criteria like nature of innovation, commercial potential, market value, etc.
9. In case of University not showing interest/not taking initiation for filing IP locally or filing IP application in a specific country, the creator may choose to approach state IPFC or other suitable agencies which can help creators.
10. University IPR centre will have 'right not to file' decision on the basis of:
  - a. Quality of IP
  - b. Value of IP is ambiguous. University needs to justify with proper documents and Minutes of Meeting their decision on denial of IP support.
11. IPR Centre shall do predictive IP valuation and give ranking/prioritization to patents accordingly and recommend funding agency for approximate return of investment.

## 9. Authority of contracts

1. The authorized person of the University IPR Centre can sign the agreements, contracts, commitments, licensing deeds, etc. relating to commercialization and/or other allied means of University owned Intellectual Property on behalf of the University.
2. In University setting, creators could be below the age of 18 (minimum age required for legal accountability purpose). In such cases, neither they are held accountable for any kind of a contract they sign, nor is any obligation enforceable against them as them being minor. For such cases, creator needs to keep a 'guarantor' into the contract.



## **10. IP Ownership**

### **A. IP generated by student**

#### **1. IP generated with non-significant usage of University resources**

Students/creator own the IP in the works they produce purely based on knowledge received from lectures and teaching and non-significant usage of University resources.

#### **2. IP generated with significant/substantial usage of University resources**

1. When a student/creator makes significant/substantial use of University's resources, IP generated is owned by the University, with following benefits to students:
  - a. Students/creator will be entitled as innovator/inventor.
  - b. Students/creator will be entitled to benefit, sharing from successful commercialization.
2. In case of IP involved in research projects or new findings or topic as a thesis, project towards partial fulfilment of the requirement of an academic degree, the copyright of the same should be vested on the creators. Authorship of guide/mentor is decided based on the contribution towards major claims.
3. In case University not showing interest in protecting IP and inventor is self-protecting his/her work, locally or in other countries, ownership rights shall remain with the inventor or based on the contracts between the university and inventor or creator. In this case profit sharing/ revenue sharing will be decided by separate contract or agreements.

### **B. IP generated with collaboration efforts**

#### **1. 3<sup>rd</sup> party sponsored research**

Ownership of IP from the project will usually be covered by the research contract between the sponsor and the University. Students/creators should be informed and forewarned of the terms of their sponsorship agreement before starting work on the project. In the absence of any explicit agreement, the IP shall belong to the party that paid for the research.

In government sponsored research, usually the condition imposed is that government will be owner of know-how though it is normally agreeable to share the revenue earned, if any, on mutually agreeable terms. A written prior information consent form to be signed between University and creator is preferable. It is suggested that consent should have clarity on following points:

- a) whether the sponsor is entitled to an exclusive or non-exclusive license
- b) whether it would have to pay royalties to use the technology that results from such research

- c) whether it would have the right to license or sub-license to third parties

## **2. Academic collaboration (Inter and Intra Institutional)**

Rights arising out of a particular collaboration will be determined by the contractual arrangements between the parties. The contractual provisions governing collaboration should be clear about:

- a) Significant usage of University resources
- b) The ownership rights
- c) Maintenance and commercialization responsibility
- d) Right to use IP when it is jointly owned

## **3. Open Innovation Model**

In the time when government and private sector are taking active part in encouraging open innovation through interventions like Hackathons, Innovation Challenges etc., creator/student is the owner of the IP created in those efforts unless it's governed by separate terms of reference designed for specific program. However, creator/student can take help of University level IPR Centre for filing, maintenance and commercialization support.

Broadly Ownership/joint ownership of IP generated in open innovation model majorly depends on the consortium agreements. The agreements are developed by organization who is sharing its internal IP, technology know-how and knowledge with external creators/R&D units. The agreement generally includes:

- a) Identification of the intellectual property which is owned by the parties before starting the project and which is necessary for project implementation. (i.e. background)
- b) Allocation of the ownership of intellectual property which is generated in the framework of the project.
- c) Access rights to the above for project execution or exploitation purposes.

## **4. Massive joint work**

If the faculty/University claims the research/innovation to be a part of massive joint work, University is the owner of the IP created in the years of work with simultaneous or sequential contributions over time by multiple academicians and students.

### **C. IP generated by faculty members**

- i. University is the first owner of IP rights when the IP is generated in the scope of his/her employment, but it is subject to following conditions and rights of creator:
  - a) The moral rights vests with the employees/faculty members

- b) Faculty members/employees have the right to be acknowledged as the inventor/creator
  - c) Faculty members/employees have the right to be consulted about whether and how to commercialize the IP
  - d) Faculty members/employees receive a share of net benefits arising from commercialization of the IP
  - e) Faculty members/employees receive a license to use the IP for their own teaching and research purposes
  - f) Faculty members/employees have the right to publish research
  - g) To promote faculty driven entrepreneurship, faculty members may be allowed to be director of startup companies being created out of his/her own research
- ii. Any IP that the University decides not to commercialize may be licensed/assigned to the faculty member/employee
  - iii. In case of copyright in the teaching materials, he/she creates with non-significant usage of University resources, even within the scope of an employment relationship, the faculty member/employee remains the sole owner of the copyright and has the freedom to further license his/her works to third parties
  - iv. In case of copyright property generated by faculties in the scope of their employment with following cases, University remains the owner of the copyright and can license it to the employee. However, moral rights vests with the author.
    - a) Teaching materials specifically commissioned by the University
    - b) Works created by employees in the performance of administrative duties
    - c) Collective works, the authorship of which cannot be attributed to one or a discrete number of authors but is rather a result from simultaneous or sequential contributions over time by multiple academicians or students
    - d) Databases, software programs and courses captured in video format or in other digital forms

#### **D. IP generated by 'work made for hire' people/ Research scholars**

IP will be owned by University, further rights will be based on the terms and conditions of the contract.

## 11. IP Assignment

### A. Assignment by Creators

Creators may assign the IP rights to the University which is generated out of non-significant usage of University resources in following possible scenarios. However, creators shall understand that the assignment of IP is a binding legal agreement and that they have the right to seek independent legal advice at their own expense prior to signing the agreement. Creators may assign the IP rights to the University when:

1. When creators want University to facilitate the professionalization in transfer of technology as University being a stronger party, legal entity with necessary resources and liable party to attract bigger commercial entities, VC (Venture Capital) or angel investors.
2. When the creators may not be interested in taking it forward
3. They do not have the expertise/experience to commercialize the IP on their own
4. When following types of costs are too high for the individual creator/team to fund
  - a. costs of further protection in abroad,
  - b. maintenance fees,
  - c. external legal fees,
  - d. expenditure on insurance,
  - e. marketing, licensing, auditing expenses, etc.
5. When more than one creator is involved in research project, and to avoid disputes and conflict of interests arising from fragmentation of ownership and possible problems in transfer and commercialization of technology.
6. In the event of further development or modifications to an earlier individual work (which had non-significant usage of University resources), by making significant use of University facilities, resources and related funding, University may assert further rights with assignment from first creator.

### B. Assignment by University

University may assign the IP rights to creators when,

1. In case University not showing interest in protecting IP in other countries and inventor is self-protecting his/her work in abroad, the rights of that country shall be transferred to the creator.
2. In case the renewal of IP is done by creators locally or in any country, the rights of that country shall be transferred to the creator. The inventor or creator will be assigned the rights for that country only, not for other countries.
3. If creator themselves wish to commercialize the IP, University may initially license it to Startup/creator and with successful commercialization of the innovation within decided time limit as per the agreement, University may then assign the IP to

Startup. When University assigns the right of the IP to its creators, the creators may reimburse all the costs incurred by University, which includes protection, maintenance, marketing and other associated costs decided by separate contract or agreements.

## 12. IP Administration

### A. IP Protection: Role of University

1. Irrespective of ownership agreement, the University will process the IPR related administrative steps such as 'invention disclosure', 'copyrighting', 'patenting', etc.
2. Establish various agreements that safeguard creator's rights to continue to use existing IP and to exploit the IP that arises from research.
3. The decision about renewal of IPR will be taken by the University with the consent of the inventor or creator.
4. If University decides not to renew the IPR in any country, then rights of that country will be transferred to the creator or inventor. The inventor or creator has assigned rights exclusively for that country, not for other countries. However, inventor has to pay the amount which has been spent for IP filing from the future profit if that innovation may be commercialized in that country. In such an event the University and creators should sign an agreement to ensure enforceability.
5. Keep good record and easy retrieval of all the documents related to IP and other allied records with systematic SOP (Standard Operating Procedure) or guideline to handle the documents.
6. University IPR Centre shall control the development, storage, use and distribution of Tangible Research Materials made in the course of research activities, subject to the provisions of any agreements governing the research in question. If any such Tangible Research Material is to be transferred outside University for others' use, then it should be done so under the terms of an agreement negotiated through the Contracts Team.
7. Get all the contracts and agreements signed by creator on his/her turning to legal age of 18, which were previously signed by Guarantor.
8. Transparency of IP Administration: University and creator/inventor have to keep each other informed at every stage of the IP filing and during commercialization. The revenue sharing should be done every year or on mutually agreed terms.
9. In case of IP owners from multiple institution/university, filing IP facilitation cell needs to intimate other institute/University parties.
10. After 12 or 24 months of filing, if University has no further interest in commercialization of IP, University has right not to maintain anymore. In such case, University may assign the rights to creator or would give NOC to creator and creator may choose to maintain and/or commercialize the IP on his own or approach other Intellectual Property Facilitation Centres.
11. During the process of IP protection, if innovator does not get response from University IPR Centre, then he/she can approach other IPFC or state IPFC.
12. Nullify/Minimize delays in any administrative process. IPO (Intellectual Property Office)/Patent Office (India and other countries) follow their own predefined

procedure and timeline for various IP protection stages. Missing any deadline can put applicants at a considerable loss.

13. Provide NOC with all essential documents and participate in any legal hearings required when creators wish to protect his/her IP in other countries (IP owned by University in India)

## **B. IP Exploitation**

### **a) Benefit:**

The ultimate benefits for University are usually not only financial, while licensing revenue is occasionally generated, the principle benefits are indirect and should be considered in the longer term, which includes:

1. Attracting key talent- University that embrace a robust technology transfer environment are more appealing to entrepreneurial faculty, scientists and students who see the University as a successful pathway for both career development and bringing innovation to market.
2. Funding- Successful technology transfer often attracts additional research funding.
3. Prestige- University that succeed in moving discoveries from the lab to the marketplace often create a prestigious following.
4. Enhanced quality of research programs- Interaction with the private sector often results in access to state-of-the-art industrial equipment, improved skills and techniques and better understanding of market needs.
5. Enhanced teaching- University frequently benefit from the participation of industry-based lectures and real case studies.
6. Collaboration with industry can facilitate exchange of staff between the University and businesses, alumni intake in firms.
7. Competitiveness- Successful IP exploitation and value creation adds to the competitiveness of academia and nation at large while creating public and private goods.
8. End to end ecosystem building- The three primary functions of academia like knowledge creation, knowledge dissemination and knowledge exploitation for end impact is vital for every knowledge ecosystem.
9. Creating role model- If students from the University successfully commercialize their IP through entrepreneurship, it brings significant change in academic culture. This leads to both economic impact and job creation.

### **b) Responsibilities of Creators:**

1. To provide assistance as may be necessary throughout the assignment process to protect and affect transfer of the intellectual property.
2. To abide by all commitments made in license, sponsored research and other agreements made in accordance with this policy.

3. To cooperate with the University with due responsibility in resolving all conflicts as may arise with respect to the IPs concerning to him/her and to make timely disclosure of such information which may hint towards any potential conflict relating to IP.
4. Each individual, who may be entitled to payments under the University's revenue sharing arrangements as a creator and who is no longer an Employee or no longer a Student, must ensure that the University is notified in writing at all times of his or her current address to where any revenue sharing payments due to him or her may be sent.
5. Creators who wish to self-commercialize the IP shall apply to University IPR Centre with the application signed by all of the creators via formal assignment from University form. Such assignment is subject to the creators providing the University with a license to use such Disclosed IP for the administrative, promotional, teaching and research purposes of the University.
6. If an Employee or Student suspects, or becomes aware of, any potential or actual infringement of University IP by any Third Party or Third Party IP by the University, he or she should immediately notify the University IPR Centre with full details of the nature of the potential infringement.

**c) Administrative responsibilities of University**

1. In scenarios where the University being the owner of IP or in case creators have assigned the IP Rights to University, IPR Centre will commercialize the intellectual property through licensing and/or assignment or contracts or by themselves.
2. Regular publication of the list of all pending IP or granted IP available for licensing.
3. Make best possible efforts to commercialize all pending and protected IP in the portfolio of the University.
4. Provide support to both- open source and non-patented work. In case IP is not protected by patent/copyright/design, University shall facilitate in transfer of know-how of potential IP through technology transfer with commercial entities.
5. Responding to Patent Office actions, examination reports, and hearings will be done by the Patent Attorney/Advocate/Expert in consultation with the creator and IPR Centre, on the technical correctness of the lawyer's arguments and interpretations. If the creator has departed the University he/she will be gently reminded of his/her on-going responsibilities and obligations to the University that continue even after the successful completion of his/her academic course, and until the expiration of the patent.
6. In cases where IP is assigned to University, University may commercialize or facilitate technology transfer of the IP



#### **d) IP Licensing and Commercialization:**

##### **d.1) Factors to be considered for University IP Licensing Strategies**

1. The primary objective of developing IP protection and licensing strategies for an invention should be to support the education, research, and public benefit mission of the University.
2. University must meet existing third party obligations during the process and adhere to the best possible ethical standards.
3. University must perform best possible evaluation to ensure that the selected licensee is capable of bringing the invention to the marketplace/end user.
4. The license agreement should include diligence terms that support the timely development, marketing, and deployment of the invention.
5. The University/Creators should receive fair consideration in exchange for the grant of commercial licensing rights.
6. The license agreement should support the academic principles of the University.
  - a. Open dissemination of research results and information.
  - b. Accessibility for research purposes.
7. Licensing activities should be carried out within delegated authority.
8. The license agreement should be approved as to legal integrity and consistency.
9. All decisions made about licensing University inventions should be based upon legitimate institutional, academic and business considerations and not upon matters related to personal financial gain.
10. University should have technology-specific considerations while adapting licensing strategies.
11. University shall retain complete discretion in choosing the appropriate licensee and technology management strategies for its technologies.

##### **d.2) Guidelines for IP licensing/Commercialization Process**

1. University IPR Centre will commercialize the IP through licensing and/or assignment or contracts or by themselves, considering all types of diffusion and transfer mechanisms (e.g. open access publication, licensing, spin-offs, start-ups and collaboration in R&D) and all possible commercialization partners (such as spin-offs, existing companies, investors, SMEs, other non-profit organizations, innovation support agencies, government) and selecting the most appropriate ones. It also includes:
  - a. Sufficient firms that are able to invest the money, time and effort to turn the IP into marketable products
  - b. A market that is ready to buy the product once it has been fully developed and is ready for sale

- c. Absorption capacity to assimilate new knowledge and apply it to commercial ends
2. In case the University is the owner of the IP, the first right to buy, commercialize, assign or license of IP should be given to creator. (In case of both the inventor(s) and external party(ies) requesting for the license of the same University's 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)
3. If the creator is not interested in taking the IP forward within 6 months of complete patent filing, creator would give NOC to University and IPR Centre may grant exclusive or non-exclusive license or assign their rights to the third party or parties with prior consent from creator.
4. Licenses are provided to a company or organization and not to an individual.
5. License may be limited to that particular IP in discussion and not to its enhancements or significant modifications.
6. 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, the owner reserves the right to extend, modify or terminate the type of existing license provided.
7. The licensing fee shall be governed by revenue sharing with the third party and University shall be decided by the term and condition of the contract.
8. To ensure serious efforts by licensee, licensee may pay minimum royalty regardless of whether the technology is being commercialized or not within the allotted time period with separate agreement. If the licensee or assignee fails to commercialize the innovation within decided time limit specified in the agreement, then University has rights to revoke/not to renew the license or assignment or any contract if any with prior consent from creator.
9. IPR Centre can license University-developed technologies as technical know-how without having been patented, and University can also license inventions for which a patent application has been filed but has not yet been granted.
10. IPR Centre should take care that the licensee (creator/third party) of IP licensing must have a good financial capability and/or technical capability and commitment for commercialization of the innovation.
11. The cost behind the assignment and licensing or any other legal fees will be paid by the assignee, licensee or the applicant who owns IP rights.
12. Once the revenue starts generating, the costs incurred by licensee, which includes- protection, maintenance, marketing and other associated costs, will be reimbursed first before the benefit sharing framework gets implemented.
13. University retains rights for research exemption and experimental use for patents, design rights and under fair use of copyrights and trademarks on

University wide perpetual license towards their basic objectives 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.

14. In the case of inventions by its faculty / students / research scholars/ other Educational Institute Personnel under lien / sabbatical / visit / internship, University 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/innovation disclosure form of such developments during their external stay.
15. The owner of copyright will grant non-exclusive and non-transferable licence to University, third party and other relevant stakeholder for the non-commercial purpose like research and academic activities.
16. The following points to be considered while dealing with the confidential information of the innovation.
  - a) The applicant, interested in commercialization of the innovation, should apply with prescribed form and with decided fees. Then third party has to sign confidentiality agreement (CDA) and agree to the terms and conditions of the agreement at the stage of discussion. A license agreement has to be signed with a clause on confidentiality which will hold true even on termination/completion of the term.
  - b) The confidentiality agreement shall remain in force till the commercialization of the innovation is attained or even if the commercialization process is waived off or terminated.
  - c) The applicant has to take care of the terms and conditions of royalty payments to the inventor or creator and University and also has to take necessary steps to fulfil it.
  - d) Inventor or creator and University staff must not disclose the confidential information related to the innovation; access to confidential information should be limited to creator or inventor or who has signed the confidentiality agreement. The license agreement and the CDA should limit the access of information to the employees of the company who is executing the agreement.

### **d.3) Net earning sharing among stakeholders**

University may regulate the principles of ownership of IP Rights and profit sharing based on this policy, employment contracts and other contractual arrangements.

The net earnings would be shared as follows:

IP owned by	Facilitation &/or Exploitation of IP by:	Student	Faculty	University
University	University	Up to 40%	Up to 25%	Up to 50%
	Student	Up to 55%	Up to 20%	Up to 30%
Student Creator	University	Up to 60%	Up to 30%	Up to 30%
	Student	Up to 100%	Up to 15%	Up to 10%
Faculty	University	Nil	Up to 70%	Up to 40%
	Faculty	Nil	Up to 100%	Up to 20%

#### **d.4) Infringements, damages, liability, insurance and dispute resolution between parties**

1. The University IPR Centre shall take part in any litigation action or legal proceedings which is not limited to manufacturing defects, production problems, royalty or any infringement proceedings.
2. In case of exclusive licensing, the exclusive licensee will also take part in proceedings of the infringement.
3. The University may take insurance of their IP, if IP has good commercial value.
4. Watch should be kept on the potential infringement of pending or protected IPs.
5. If there is any dispute between University and creator or inventor then the aggrieved party may appeal to the IPR Scrutiny Committee of GSFC University in writing. The committee will hear both the parties and give decision based on the evidence. If the creator is unsatisfied with the above, he/she may approach to University Level Startup Committee and further State Advisory Committee IPFC. The committee can appoint expert committee and/or take expert opinion of appointed persons in case of disputes. After exhausting above ways of dispute resolution, creator may approach to civil court.
6. The technology is developed as it is basis, thus, the liability of manufacturing defects and production problems should lie with the licensee and not the University.

#### **d.5) GUIITAR Council:**

GSFC University has created “GU Incubation Innovation Technology and Applied Research (GUIITAR) Council” a section 8 company registered under Companies Act, 2013 to promote and support creativity, innovation and spirit of enterprise among young students. GUIITAR Council will follow the GSFC University IPR Policy from the day of 17/08/2021.

GUIITAR Council will implement the GSFC University IPR Policy.

#### **d.6) Power to Amend IPR Policy**

University IPR Centre, through its IPRSC and ULSC, 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. This can happen in view of changes in government policies or other national and international developments including treaties and legal judgments. The changes or the new policy shall be applicable to all faculty/students/project staff/ supporting staff /startups.

#### **d.7) Responsibility to Create/Amend Procedures and Processes for Implementation of IPR Policy**

University IPR Centre, through its IPRSC and ULSC, will have full powers to create and amend administrative mechanism from time to time in view of the changing needs including creating administrative bodies and entrusting role and responsibilities to various individual(s)/existing entities for evolving detailed procedures and to facilitate implementation of the IPR policy of GSFC University.

#### **d.8) Jurisdiction**

As a policy, all agreements signed by the University and dispute(s) arising there from, will be subject to the legal jurisdiction of the court at Vadodara, Gujarat and shall be governed by the appropriate laws of India.

#### **d.9) Entre into Force of the IPR Policy**

1. This Policy shall come into effect on 17/08/2021.
2. All agreements concluded by the University and researcher(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.