

*Guru Ghasidas Vishwavidyalaya*

**INTELLECTUAL PROPERTY  
RIGHTS (IPR) POLICY**

## I. Overview

Universities, particularly the publicly-funded research universities in India, have a major role to play in promoting innovation, creativity, and entrepreneurship in the country. Intellectual Property Rights (hereinafter referred to as 'IPR') are one of the important provisions that allow sponsors, organizations and innovators/researchers/creators to benefit from their investments (both in terms of money as well as time) in creativity and innovation. They play an important role in providing a competitive edge to an organization, and also help individuals and organizations to build strategic alliances for socio-economic and technological growth. With the help of this Intellectual Property Rights Policy for Guru Ghasidas Vishwavidyalaya (hereinafter referred to as 'IPR Policy'), the University aims to create a balanced intellectual property eco-system that can fuel creativity and innovations within the university. This IPR Policy shall act as a guide for dealing with diverse intellectual property- related issues such as ownership of intellectual property, benefit sharing, partnerships, ethical issues, and potential conflicts of interest. This IPR Policy will be implemented through an appropriate administrative structure as decided by the University from time to time and shall be named as IPR Cell.

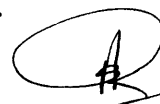
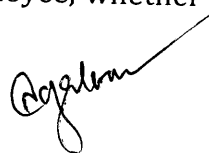
## II. Definitions

**'Intellectual Property'** (hereinafter referred to as 'IP') is used in its broadest sense. The term "Intellectual Property" shall mean subject matter listed in Article 1 of the TRIPS Agreement which refers to all categories of intellectual property that are subject to Sections 1 through 7 of Part II of the TRIPS Agreement and may include other subject matter which are protectable by laws related to patents, copyright, trademarks, industrial designs, geographical indications, IC lay-out designs, new plant varieties and trade secrets.

The term **'researcher/innovator'**, as used in this IPR Policy includes faculty members, students, project staff, research support staff, visiting researchers and anyone else involved in the research/innovation/creation in the university or in any other organization working in collaboration with the University.

Herein **'University'** refers to Guru Ghasidas Vishwavidyalaya, Bilaspur, Chhattisgarh.

The term **"creator(s)"** refers to any university employee, whether full-time or part-time,



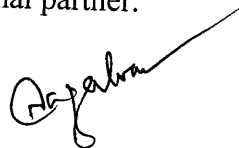
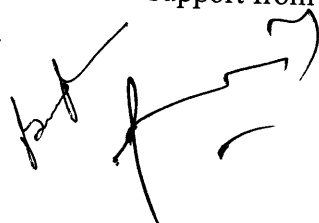
on probation or on a temporary basis, working in the university or on projects, as well as those who are research workers, research scholars, students, or project fellows involved in the creation of intellectual property while utilizing the University's or any other organization working in collaboration with the university.

The term '**Incidental support from the university**', as used in this IPR Policy, includes use of space, facilities, materials, or other resources of the university which are not specifically provided for the generation of specific research outputs. Examples of incidental support include ordinary use of faculty offices, university libraries, departmental office, internet, computers, computer peripherals and use of general secretarial or administrative services.

**'Non-incidental use'**: Use of the university's name in connection with a research/innovation/creation, other than for identification of researcher/innovator/creator shall be a non-incidental use of the University resource.

The term '**Substantial support from the University**', as used in this IPR Policy, includes any support which is beyond incidental support, as defined above. This includes specific monetary support for research through grants or fellowships, funds for procuring books/ equipment or materials for specific research projects, and creation or major modification of infrastructure like labs for the specific needs of research. For example, when a research lab created for a general purpose, however, is earmarked for a specific time period for a specific research activity which produces the IP that is being protected through the concerned IP Act, then it comes within the purview of '**Substantial support from the University**'.

The term '**External Partner**' as used in this IPR Policy includes Government of India, State Governments, local self-governments, government departments, public sector undertakings (PSUs), all types of private sector organizations, non-governmental organizations, and/or other institutions that provide research projects or consultancy assignments to researchers on regular or irregular basis, or any combination(s) of the above. The full fellowships received by students from funding agencies like University Grants Commission (UGC), Department of Science and Technology (DST), Department of Biotechnology (DBT), any university, or any other body shall be considered as substantial support from external partner.



In case of external partners being foreign governments, international organizations, and multinational corporations, the external partner must be given no objection certificate by the Government of India or any agency authorized by the Government of India for the purpose. In all such cases, the terms and conditions for IPR sharing shall be included in the MoU between the University and such external partner as mentioned in the guidelines issued by the Government of India from time to time.

The term '**Substantial support from external partners**', as used in this IPR Policy, means any non-incidental support provided by external partners. This includes specific monetary support given for research as well as technological/other relevant support, if any, through grants or fellowships by external partners.

The term '**First party**' as used in this IPR Policy, means the University, including the researcher/innovator/creator as defined in this policy.

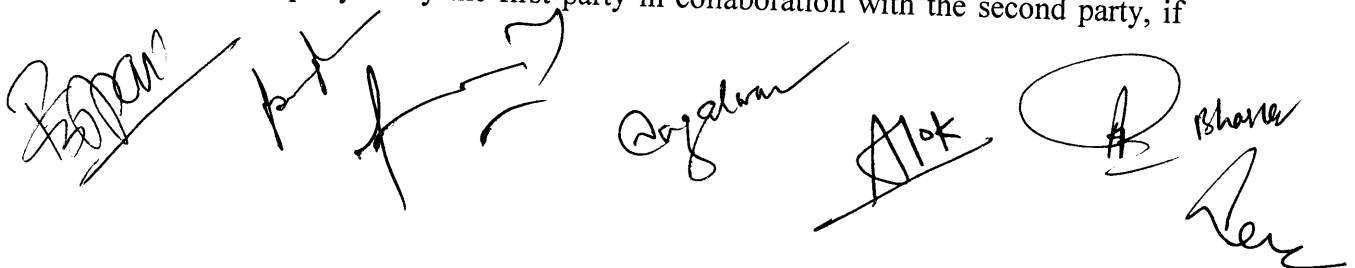
The term '**Second party**' as used in this IPR Policy, means any collaborator/external partner as defined in this policy.

The term '**Third party**' as used in this IPR Policy, means any agency/industry/institution/individual other than the first and second party to which the rights associated with any IP generated by the University and for which the rights remain with the University may be transferred for commercialization/marketing or any other purpose as defined in the this IPR policy.

The term '**License**' as used in this IPR Policy, means any agreement with the third party for limited transfer of rights for a limited period for commercialization/marketing or any other purpose defined in the agreement related to any IP generated by the first party or in collaboration with the second party, if any.

The term '**Ownership**' as used in this IPR Policy, means possession of IPR rights by the first party or by the first party in collaboration with the second party, if any.

The term '**Assignment**' as used in this IPR Policy, means right to transfer ownership as defined in this policy by the first party or by the first party in collaboration with the second party, if



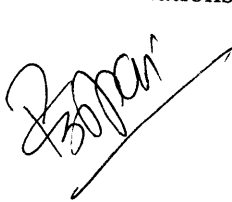
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### III. Objectives

This IPR Policy intends to promote an eco-system which is conducive to the development of diverse varieties of research and innovation within the university. A balanced approach in the area of IP protection, as followed in this IPR Policy, can also play a major role in promoting start-ups by enabling equitable access to knowledge and technology resources. In this regard, the specific objectives of this IPR Policy are:

- A. To promote more research/innovation/creation through a IPR driven IP management approach.
- B. To generate an encouraging ecosystem so as to provide enough freedom and autonomy to researcher/innovator/creator for IP creation and management.
- C. To promote more collaborations between the academia and industry through better clarity on IP ownership and IP licensing.
- D. To promote and encourage high quality research leading to IPR outcomes as far as possible, including patents, technology transfer and commercialization targeted towards solving socio-economic problems.
- E. To ensure better and equitable access to results from publicly-funded research through broader dissemination of knowledge and at the same time, ensuring the recognition of the researcher/innovator/creator.
- F. To ensure optimal utilization of results obtained from publicly-funded research through better dissemination of knowledge, technology, and skills in an innovative manner.
- G. To promote bilateral and/or multilateral agreements for technology transfer mechanisms.
- H. To promote intra-academia, academia-industry, inter-university/organization research collaborations.



#### **IV. Type of Supports, Ownership of IP and Allocation of IP Rights**

##### **A. Types of Support for Research/innovation/creation**

For providing the IP ownership and allocating the IP right to a researcher/innovator/creator the types of research/innovation/creation are being classified into the following three categories.

1. Research/innovation/creation undertaken by a researcher/innovator/creator in the normal course of his/her appointment/engagement with the University, using *substantial support from the University*. This would also include research projects/ dissertations/ theses undertaken/policy report generated under the supervision of faculty member(s).
2. Research/innovation/creation undertaken by a researcher/innovator/creator in the normal course of his/her appointment/engagement with the university, using *incidental support* from the University;
3. Research/innovation/creation undertaken by a researcher/innovator/creator with *substantial support from an external partner*.

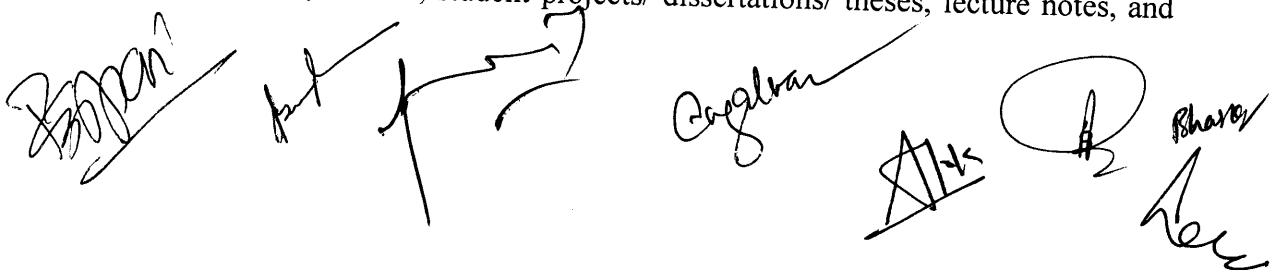
##### **B. Ownership and Allocation of IP:**

Ownership rights over IP generated in the University or in collaboration with external partner shall vary with the source of funding and resources used for the research that generated the IP. These rights will be specifically mentioned in the terms and conditions decided in case of research/innovation/creation carried out through collaboration with external partners as per the IPR policy and be mention in the MoU.

The IPR Policy recommends the following approaches for these three categories:

##### **1. IP generated from research/innovation/creation conducted with 'substantial support' from the University.**

- i. Copyright in scholarly and academic works produced with substantial support from the university, such as books, articles, student projects/ dissertations/ theses, lecture notes, and



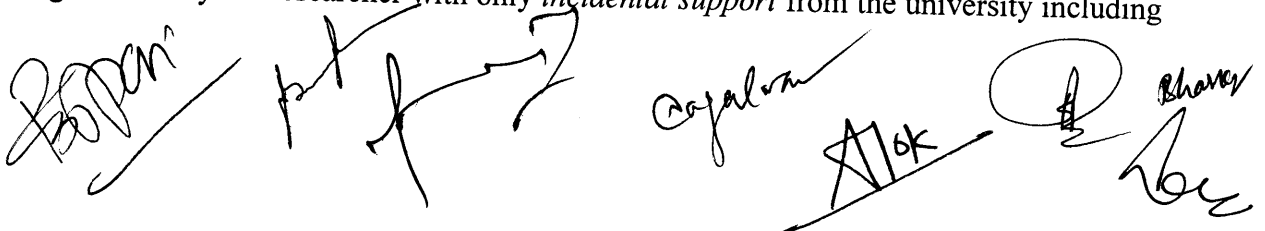
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audio or visual aids for delivering lectures, is typically retained by the researcher/innovators/creators. The university, on the other hand, shall be granted a non-exclusive, royalty-free, irrevocable, and worldwide license to use the IP for research and educational purposes. Researcher/innovators/creators shall not disclose any outcome of their research work before filing of IP application with appropriate IP Office with regard to the work having potential to be protected by patents and other IP where novelty is the prerequisite.

- ii. Copyright in films, plays, and musical works, which are created by the researchers with *substantial support* from the University, shall vest with the university. However, in the event of commercialization of these outputs, the revenue shall be shared with the researcher at a ratio fixed by the IPR Cell.
- iii. Copyright in any lecture videos or Massive Open Online Courses (MOOCs) produced with *substantial support* from the university shall vest with the university. However, the researcher shall have a non-exclusive, royalty-free, irrevocable, and worldwide license to use such works for teaching and research purposes by the researcher.
- iv. Copyright in any institutional materials including, but not limited to course syllabi, curricula, exam questions, exam instructions, and papers/ reports specifically commissioned by the university shall vest with the university.
- v. The ownership rights over any other form of IP generated with *substantial support* from the university including, but not limited to, software, patentable and non-patentable inventions, know-how, designs, plant varieties, and integrated circuits shall vest with the university. However, in the event of commercialization of such IP, the university may engage in benefit sharing as suggested in clause V of this IPR Policy.

**2. IP generated from research/innovation/creation conducted with 'incidental support' from the University.**

- i. Subject to the exceptions provided below, copyright in scholarly, academic and artistic works generated by the researcher with only *incidental support* from the university including



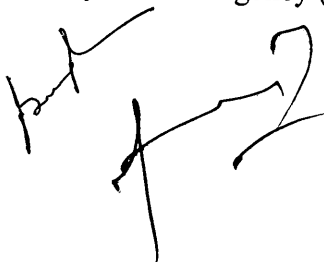
books, articles, lecture notes, Open Science -Open Innovation audio or visual aids for giving lectures, films, plays, and musical works shall vest with the researcher. The researcher shall not disclose any outcome of his research work, particularly in the fields of science and technology, before filing of IP application with appropriate IP Office with regard to the work having potential to be protected by patents and other IP where novelty is the prerequisite.

ii. Copyright in any institutional materials including course syllabi, curricula, exam questions, exam instructions, and papers/ reports specifically commissioned by the university shall vest with the university.

iii. The ownership rights over any other form of IP generated with *incidental support* from the university, including software, patentable and non-patentable inventions, know-how, designs, plant varieties, and integrated circuits shall vest with the university.

**3. IP generated from research/innovation/creation conducted with 'substantial support' from external partners.**

i. With regard to research conducted with *substantial support* from external partners, ownership of IP shall be determined as per the terms and conditions in the agreement signed between the concerned parties. In the absence of a specific clause in the agreement between the university and the external partner who is providing *substantial support* with regard to copyright in scholarly and academic works generated with *substantial support* from the external agency, including books, articles, student projects/dissertations/ theses, lecture notes, and audio or visual aids for giving lectures, the ownership rights and/or copyright shall ordinarily be vested with the researcher/innovators/creators. However in case of IPR generated through research/innovation/creation having substantial support from external agency, the researcher/innovator/creators shall not disclose any outcome of their research work, particularly in the fields of science and technology, before filing of IP application with appropriate IP Office with regard to the work having potential to be protected by patents and other IP where novelty is the prerequisite. Filing of such patents should be done only after the permission from university/external agency (as the case may be) as per the agreement.



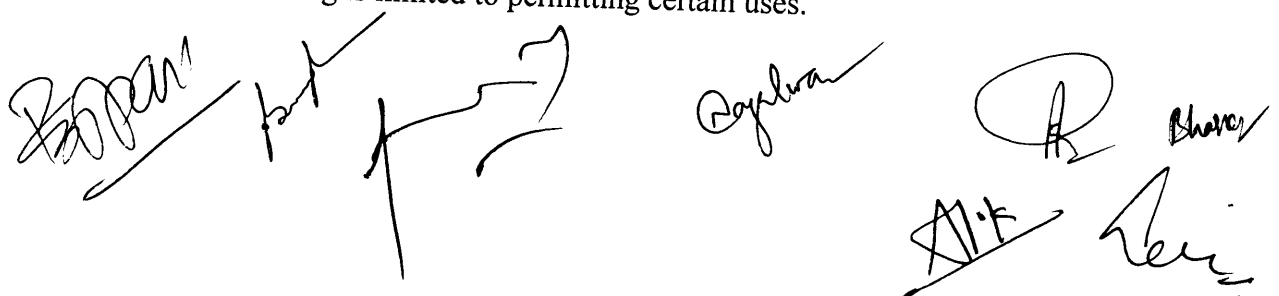


- ii. In the absence of a specific agreement between the university and the external partner who is providing *substantial support* for research, copyright in films, plays, and musical works, which are created by the researchers/innovators/creators with *substantial support* from the external partner; university and external partner shall resolve the issue of joint ownership of copyright for sharing the benefits in the proportion of their relative contribution, i.e. the university and external partner. However, in the event of commercialization of these research/innovation/creation outputs, the revenue shall be shared with the researcher/innovators/creators/ external partner (as the case may be) as per the IPR Policy.
- iii. In the absence of a specific agreement between the university and the external partner who is providing *substantial support* for research/innovation/creation, copyright in any lecture videos or Massive Open Online Courses (MOOCs) produced with *substantial support* from the external partner, university and external partner shall resolve the issue of joint ownership of copyright for sharing the benefits in the proportion of their relative contribution, i.e. by the university and the external partner. In the absence of a specific agreement between the university and the external partner who is providing *substantial support* for research, any form of IP other than copyright, i.e. patentable and non-patentable inventions, know-how, designs, plant varieties, integrated circuits etc. shall vest with the University.
- iv. The university shall ensure through specific agreement with external partner that the copyright with regard to any institutional materials including course syllabi, curricula, and papers/ reports prepared under the specific instructions of the university shall vest with the university.

## V. Commercialization and Benefit Sharing

### A. Types of IP Licensing and Assignment

Licensing and assignment of IPR to a third party are the most common modes of IP transfer that can lead towards commercialization of IP. While both licensing and assignment involve giving certain rights to another party, the key difference is that assignment involves transfer of ownership, while licensing is limited to permitting certain uses.



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As far as possible, the first party will try to use licensing mode only, so that the ownership rights over IP can be retained without hampering the prospects of commercialization. In case any patent license involves second party, effort should be made to use the patent through licensing mode only. This should be ensured either through prior agreement or by mutual understanding. The mode of assignment to be used in exceptional circumstances will be decided by the Vice-Chancellor on the recommendation of IPR Cell and also as per the MoU signed with the second party, if any.

There will be various types of licensing as defined below:

- 1. Exclusive Licensing:** The first party licenses the IP solely to one licensee. In other words, the licensee will be the only one, authorized by the first party to use and exploit the IP under consideration and such authorization will be applicable only when no second party is involved or the second party agreed as per the MoU to have license right with the first party. The university (first party) shall refrain from giving exclusive licenses of the IP other than copyright. However, in exceptional circumstances, giving of licences may be decided by the Vice-Chancellor on the recommendation of the IPR Cell.
- 2. Non-exclusive Licensing:** The first party or the first party in collaboration with the second party, if any, shall have full rights to enter into agreements with more than one third party for use of IP within the scope of this policy. In other words, the same IP may be used by different licensees of first party at the same time for the same purposes or for different purposes.
- 3. Sub-licensing:** This is applicable when the licensee wishes to provide permission to further license the IP to other third party. Permissions pertaining to sub-licensing need to be clarified explicitly in the agreement between the first party and third party or between the first party and second party, if any, jointly with the third party.

**B. Encouraging Entrepreneurship and Start-ups**

The researcher/innovator/creator may be exempted from any upfront fee and royalty for three years on any first party owned IP where they are named as researcher/innovator/creator, for the purpose of starting entrepreneurship, firms/ start-ups. If there is more than one

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researcher/innovator/creator, all of them can collectively avail this benefit, and not individually or in sub- groups without the consent of rest of the persons involved in the IP being utilized for the purpose.

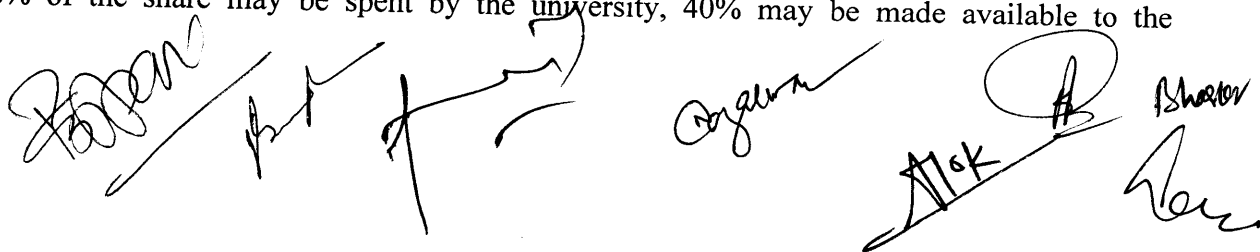
### **C. Licensing Agreements and Revenue Sharing**

#### **1. IP Generated as a Result of *Incidental Support* by the University**

The revenue sharing on any IP generated by using incidental support between university and researcher/innovator/creator will be in the ratio of 80:20 respectively. It will be applicable to IP owned by University which is created with incidental support of the University.

#### **2. IP Generated as a Result of *Substantial Support* by the University**

- i. The university and researcher/innovator/creator will have 60:40 ratio of revenue sharing, respectively, in case of IP generated by using substantial support from the university. In order to ensure early commercialization and to encourage the researcher to take active initiative for this purpose, the sharing of revenue will be in the ratio 40:60 between the University and researcher/innovator/creator respectively, for the first five years from the date of granting of license for a particular IP application.
- ii. The share of the researcher/innovator/creator may continue to be paid, irrespective of whether or not the individual continues working at the university.
- iii. If more than one researcher/innovator/creator is involved in the generation of IP, all the researchers who qualify for benefit sharing in that IP may sign at the time of getting the permission for filing the application an agreement outlining the proposed distribution of any IP- related earnings based on their contribution. The agreement should specify the proportional percentage of distribution of earnings from IP to each of the researchers/innovators/creators. The researchers/innovators/creators may, at any time, by mutual consent, revise the distribution of IP earnings agreement, and the university may approve the revised agreement.
- iv. With regard to the IP-related revenues earned by the university, part of the revenue may be used for promoting the commercialization and IPR related activities. It is recommended that 10% of the share may be spent by the university, 40% may be made available to the



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- A. In the event of patent renewal, the University will cover the first seven years of patent fees in all cases where the University (Registrar of the University in collaboration with the researcher/innovator/creator) obtains the patent. If the patent is co-filed with a sponsoring agency, the patenting costs may be split equally. If the patent is commercially exploited within the first seven years, the University is responsible for the patent fees for the remainder of the patent's life. If the patent is not commercially exploited within the first seven years, the University and the creator(s) agree to split subsequent renewal fees 50/50. If the creator expresses no interest in such renewals, the University may either continue the patent by paying the fees for the full term of the patent or withdraw the patent application at its discretion.
- B. Any costs involved in the transfer of rights/ownership of the University-owned IP will be borne exclusively by the licensee, assignee or any other person acquiring such rights.

## VII. Use of University Trademarks

The University may allow the use of its name and trademarks (it includes name of University, university logo and any other trademark registered by the university) by third parties on the following conditions:

- A. They will be used only in public interest;
- B. They will be used:
1. To develop a product/process in a responsible manner one should adhere to the government of India's environmental safety and good manufacturing practices;
  2. To promote accurate claims and information, *i.e.* not for the purpose of deceiving the public or users;
  3. Without any liability on the part of the University in the event of trademark misappropriation or accidental damage caused by trademark use (s).

## VIII. Sharing of IP Rights by the University





family members have a stake in the licensee company or potential licensee company, they are obliged to disclose the details in writing to the University. However, mere ownership of stakes by researcher(s) and/ or their immediate family members in the licensee company or potential licensee company shall not be a ground for rejection of licensing. The University may take the final decision on the licensing, based on an all-overall assessment of relevant factors.

### **B. Policy Related to Transfer of Biological Resource and Associated Knowledge**

Any transfer of biological resources shall be in strict compliance with the provisions of Government of India's Biodiversity Act 2002 and/or other applicable relevant guidelines, including the time-to-time amendments. While processing the application filed for the grant of a patent, researchers shall simultaneously process their request for permission from National Biodiversity Authority.

## **XI. Applicability**

This IPR Policy will be applicable to all stakeholders of the University or any activity under the direct control of the University and to those external partners, third parties, that are involved in the generation of IP under some agreement or with mutual consent.

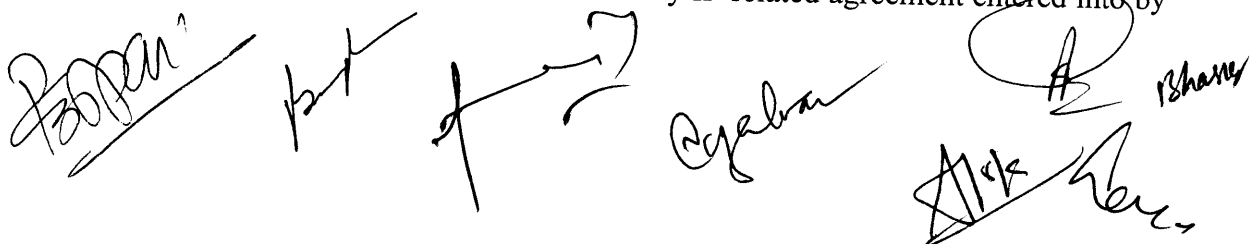
## **XII. Dispute Resolution**

### **A. Mediation**

In the event of a dispute on any of the IP related matters or the interpretation of the provisions of IPR Policy, the matter shall be referred to the Legal Cell of the University and it shall investigate the matter thoroughly within a given time frame and with priority. Wherever a settlement is desirable, the Legal Cell shall make all efforts to settle the matter through mediation. If the dispute in question is not settled through mediation, the Cell shall recommend appropriate remedies to the Vice-Chancellor of the University.

### **B. Jurisdiction**

Any disputes arising from the terms and conditions of any IP-related agreement entered into by



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the University shall be subject to the territorial jurisdiction described in the Act of the University.

**XIII. Review Clause**

The University may review the policy, preferably every three years (from date of adoption by the University) or earlier, based on any change in IP framework by the Government of India.

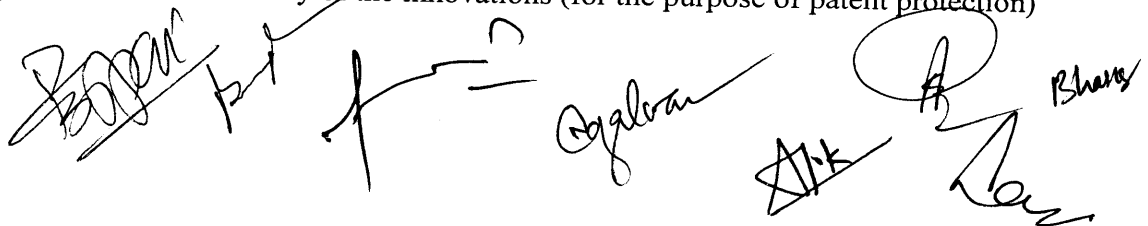


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- entering into agreements such as memoranda of understanding (MoU), confidential disclosure agreements (CDA), material transfer agreements (MTA), and IP licensing agreements.
4. The IPR Cell may suggest changes in the IPR Policy or new policies as and when deemed necessary. This can happen with changes in governmental policies or national and international developments such as new treaties or legal judgments.
  5. Screening of all requests for patent applications shall be done by the IPR Cell.
  6. The IPR Cell will support the university and the researchers for negotiating technology transfer and benefit-sharing agreements.
  7. In cases wherein a researcher wants to use university owned IP for creating a start-up, the researcher may place a request before the IPR Cell, and after taking into consideration all the relevant aspects, the IPR Cell may recommend the university to allow the researcher to use the IP. The IPR Cell may also put forward its recommendations on the extent to which the researcher can use the university owned trademarks with regard to the activities of that start-up.
  8. Whenever required, the IPR Cell shall clarify to the researchers and the university whether the research in question can be considered as research with *incidental support* of university, research with *substantial support* of the university, and/ or research with *substantial support* of external partners.
  9. The IPR Cell will help in creating awareness about different open initiatives like open access, open data, and open source software and help the university and researchers comply with the open access mandates of the government/ funding agencies/university.
  10. The IPR Cell will keep proper records of all IP applications from the university.
  11. While replying to applications under the Right to Information Act 2005 ("RTI Act"), IPR Cell may ensure that the novelty of the innovations (for the purpose of patent protection)

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shall not be defeated. The relevant provisions of the RTI Act may be consulted in this regard.

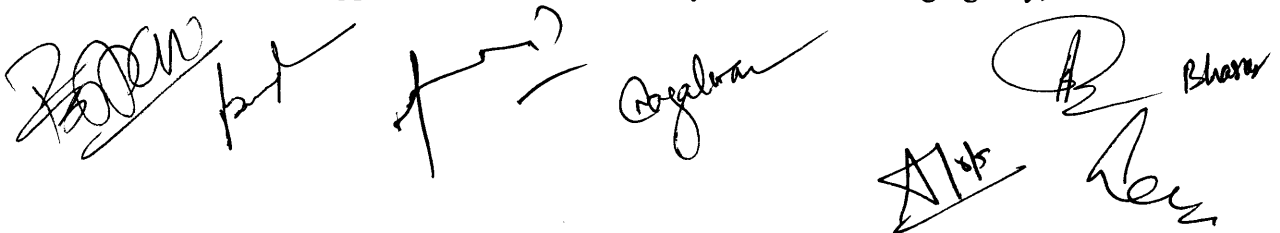
12. In cases of allegations of infringements of IPRs by any researcher of the university or any third party, the university may refer the matter to IPR Cell and seek its opinion on appropriate course of action.

13. In cases where in any third party infringes upon the IPRs of university, the university may seek the opinion of IPR Cell on the appropriate action to be taken and the IPR Cell may make recommendations to the Vice Chancellor for any legal course of action.

14. The IPR Cell may conduct periodic audit of university IP.

### **C. IP Protection through IPR Cells: Implementation Process**

1. Once the IPR Cell receives a proposal from a researcher, the IPR Cell may initiate the process of IP protection. In cases of all forms of IP protection, the IPR Cell may screen the applications as expeditiously as possible and provide necessary support for shortlisted applications to get necessary IP protection. In the case of patent applications, the IPR Cell may solicit input from subject experts as well as legal experts where it is absolutely necessary, and in cases where applications cannot be evaluated jointly by inventors and the IPR Cell, such inputs must be obtained following the execution of an appropriate Non-Disclosure Agreement (NDA) between the university and the expert, from within or outside the university, during the screening process.
2. Wherever necessary, the IPR Cell may forward the application to competent authority, for more inputs and support.
3. If the IPR Cell recommends patent protection for an innovation, the IPR Cell may forward the details to the competent authority for permission to file the patent.
4. In cases of urgency, the IPR Cell may also file patent applications through alternative means, *i.e.*, private patent agent/attorneys. All the expenses in this regard maybe met out of the IPR Cell budget or the budget of the relevant research project, depending on availability of funds.
5. In cases of joint patent applications of the university with the funding agency, the costs of



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- filing shall be shared between the joint applicants and the IPR Cell may facilitate the filing of applications, as per the agreement between the parties. However, if the funding body does not want to file the patent application through the University IPR Cell, the funding body will be required to bear the entire expenses towards joint patent application and prosecution.
6. The IPR Cell shall always ensure that the IP protection measures it suggests are not in conflict with the open access/ open data policies of the university/ government and it shall take due measures to help the researchers comply with such policies.
  7. The IPR Cell shall undertake due measures for creating awareness about different open initiatives like open access, open data, and open source software through different channels including awareness and training programs.
  8. Decisions with regard to maintenance of IP will be based on the guidelines evolved by the IPR Cell and it shall be based on the need and potential of the IP.
  9. The IP protection abroad will be evaluated by a high-power committee chaired by the Vice-Chancellor or his/ her nominee. This committee may consist of the Registrar, Head of the Finance Section, Chairperson of the IPR Cell, two members of the IPR Cell, and two external experts.

**D. IPR Cell: Appeal Procedure with regard to Decisions of the IPR Cell**

In case of any grievances regarding any of the decisions taken by the IPR Cell, including, but not limited to, ownership of IP, processing of proposals, and procedures adopted for implementation of IPR Policy, any aggrieved person may submit an appeal to the Vice-Chancellor of the university and the decision taken by her/ him shall be final.



Handwritten signature and initials, possibly 'Rajan' and 'pt'.



Handwritten signature and initials, possibly 'A' and 'Shane'.