

INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY

[POLICY VERSION: 2.0]



**G D GOENKA
UNIVERSITY**

FROM FOUNDATION TO FLIGHT

INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY OF GD GOENKA UNIVERSITY

INTRODUCTION

G D Goenka University (*hereinafter referred as GDGU*) has a vision to be a global leader and enable all its stakeholders to be engaged in research, innovation and entrepreneurial pursuits. The whole world in the era of knowledge economy is looking at India as a knowledge partner. Above all India has set a target to be a self-reliant (atma-nirbhar) nation. Further as a university, whose very definition involves knowledge creation, comprehension and dissemination has to be in the forefront of creative pursuits and provide a conducive environment for research and innovation. To effectively protect such intellectual capital, it is critical that the university has a well-defined IP policy both for securing its knowledge capital as also incentivising the stakeholders in the system.

Intellectual Property (IP) signifies any novel and useful product/ process/ knowledge/ skill demonstrating piece of work relevant to society, especially highlighting unique innovative/ creative capabilities of the IP creator and help establish their ownership over their creation. Intellectual property rights (IPR) could be of various types including patents, trademarks, copyrights, trade secrets and NFT.

IPR CELL

GDGU with a view to further strengthen its IPR facilitation plans to establish a new IPR cell and align its IPR Policy in line with Government of India's (GoI) revised National IPR Policy of May, 2016. The IPR Cell- GDGU aims to create awareness on IPR among the stakeholders at GDGU and continuously encourage and facilitate the filing of IPRs wrt all the knowledge related activities in the university.

OBJECTIVES

- a. To provide a framework to foster innovation and creativity in the areas of knowledge domain including technology, sciences, finance, agriculture, law, medical and humanities & social sciences.
- b. To protect intellectual property (IP) rights generated by faculty/ personnel, students, and staff of GDGU.
- c. To lay down an efficient, fair, ethical and transparent administrative process for ownership control and assignment of IP rights and sharing of revenues generated by IP, created and owned by GDGU.
- d. To promote more collaborations between the various schools, departments and centres in the university for creation of IPR in emerging multidisciplinary areas.

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- e. Also encourage industry academic collaboration based research and IPR generation for accelerated adaption of university knowledge in the society at large.
- f. IPR Cell- GDGU shall continuously strive to disseminate information about the universities IPR and generation of revenue from the university's knowledge capital.

SCOPE

This IPR Policy shall apply to all Intellectual Property created at the GDGU, as well as, all IP rights associated with them, from the date of implementation of this policy. The implementation and enforcement of the IPR policy shall commence from the date of issue of notification/ circular by the appropriate authority of GDGU.

This IPR Policy shall apply to all Employees (permanent or temporary), Students, Interns and personnel associated with collaborative partners who would be working in GDGU. Such relationship may arise pursuant to the provisions of law, collective agreements or individual agreements.

Implementation of this policy is the responsibility of the Coordinator of the IPR Cell- GDGU under the guidance of Vice Chancellor, GDGU. The Vice Chancellor of the University is the responsible officer for the administration of this policy. The University shall take all the factors into consideration including ethics, integrity, transparency, IP creators, societal benefits for all stakeholders and greater global/ human good.

OWNERSHIP OF IP

IP generated from research conducted by utilizing resources of the GDGU.

I. PATENTS

- i. All inventions whether made by student/ staff/ researcher/ faculty or any authorised person as per university norms by utilizing the resources of the GDGU or with the mix of funds, resources and/or facilities of the GDGU, shall ordinarily be vested with the GDGU.
- ii. If the GDGU determines that an invention was made by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the GDGU and was conceived or reduced to practice without the use of resources of the GDGU, then the invention shall vest with the individual(s)/ inventor(s).

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- iii. The cost of IP filing will be borne half by inventor and half by GDGU (50-50%). And, inventor will be the owner of IP and GDGU will be the institutional affiliation in the same.

II. COPYRIGHT

- i. The ownership rights, in scholarly and academic works generated utilising resources of the GDGU, including books, articles, student projects/dissertations/ theses, lecture notes, audio or visual aids for giving lectures, shall ordinarily be vested with the author(s).
- ii. The ownership rights in lecture videos or Massive Open Online Courses (MOOCs), films, plays, and musical works, instructional materials and other institutional content including, but not limited to, course syllabi, curricula, exam questions, exam instructions, assessment methodology, structured experiential learning activities and papers/ reports specifically commissioned by the GDGU, shall ordinarily be vested with the GDGU. The moral rights shall continue to vest with the author(s) wherever applicable.
- iii. In case of all the above the content creator and the university may at any time on a case-by-case basis through mutual agreement may work towards better utilisation of the IPR beyond the conditions mentioned here.

III. TRADE MARKS

- i. The ownership rights in all trademarks involving the GDGU shall ordinarily be vested with the GDGU. The GDGU may formulate necessary guidelines regarding the usage of the name of the GDGU through their trade mark.
- ii. If the GDGU determines that the creator of the trade mark was created by an individual(s) on his/ her own time and unrelated to his/ her responsibilities [e.g.name of a company/ start-up venture by the student(s)], then the right to the same shall ordinarily be vested with the said individual(s).

IV. INDUSTRIAL DESIGNS

- i. All industrial designs whether made by student/ researcher/ faculty (in furtherance of their responsibilities with the GDGU) developed by utilising the resources of the GDGU, or with the mix of funds, resources and/or facilities of the GDGU, shall ordinarily be vested with the GDGU.
- ii. If the GDGU determines that the industrial design was created by an individual(s) on his/her own time and unrelated to his/her responsibilities towards the GDGU and was

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conceived or reduced to practice without the use of resources of the GDGU, then the industrial design shall vest with the individual(s).

COMMERCIALIZATION AND BENEFIT SHARING

To promote and encourage entrepreneurial activities by its staff, the GDGU, may reassign, under an agreement, its ownership of an intellectual property to the inventor(s) or creator(s) of the property, who opt to market, protect and license it on their own with minimal involvement of the GDGU. The fees to be paid to GDGU by the assignee consist of all patenting and licensing expenses and appropriate amount of royalties, equity or other value received by the inventor(s) or creator(s).

The GDGU would endeavour to exploit the IP either by itself or by commissioning an agency to bring to fruition the IP produced by its personnel. The inventor(s)/creator(s) may seek the GDGU, to assign the rights to them after a certain holding period.

To promote the culture of entrepreneurship GDGU may exempt/ waive any upfront fee and/or royalty accrued to GDGU for a mutually agreed period, in case of student/ faculty/ researcher setting up a venture/ start up in the university/ incubation centre at GDGU.

Licensing Agreements and Revenue Sharing

Research outputs generated as a result of utilisation of resources of the GDGU

- i. The GDGU is free to enter into revenue sharing agreement(s) with the researcher(s), in cases of commercialisation of innovation(s), creation(s), etc., as per the advice of the IPR cell. The details of revenue sharing may be decided, based on the type of IP and the nature of commercialisation. The GDGU may adopt various models for royalty sharing amongst creator(s)/ inventor(s) and institution/ organization; a suggestive arrangement is given below:

Royalty/ technology transfer sharing model will be as follows: -

- a. Revenue generated upto Rs. 1 lakh: - 100% of it will be with the inventor.
- b. Between Rs.1 lakh-Rs.5 Lakh: - It will be on 80% (inventor)- 20% (GDGU) basis.
- c. Between Rs.5 lakh- Rs.15 Lakh: - It will be 70% (inventor)- 30% (GDGU) basis.

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- d. Rs. 20 lakh and above: - It will be 60% (inventor)- 40% (GDGU) basis.
- e. In order to enhance the value of the IP created and effectively generate revenue GDGU and the university IP creator may at anytime on a case by case basis come into an agreement for IP utilisation under mutually agreed terms and conditions without any prejudice to any other terms and conditions of IPR policy.
- ii. In case the IP filing costs were not borne by the G D Goenka University, the researcher may be allowed to first deduct the costs incurred for filing of applications and maintenance of such IP, from any income accruing from the commercial exploitation of the IP. This is particularly relevant, as provisional patent applications may have to be filed by the innovators before any disclosure of the innovation. Only the income beyond such costs needs to be shared with the GDGU.
- iii. The student/ staff/ researcher/ faculty or any authorised person as per university norms IPR royalty may continue to be paid, irrespective of whether or not the individual continues as a researcher at the GDGU.
- iv. If more than one researcher is involved in the generation of IP, the respective share of contribution to the IP shall be defined, mutually agreed and signed upon by all the researchers, who qualify for benefit sharing in the IP may sign at the time of filing the application. The agreement shall outline based on the share of contribution the respective inventor(s) the proposed distribution of any IP-related earnings. The inventor(s) may, at any time, by mutual consent, revise the distribution of IP earnings agreement, and GDGU, may approve the revised agreement, subject to the approval of appropriate GDGU authority.
- v. With regard to the IP-related revenues earned by the GDGU, 50% of the revenue may be used for creating the GDGU IP management fund. This fund may be utilized for any activity relating to commercialisation and maintenance of IPR or obtaining IPR in any other country, or for capacity building in the area of IP protection. Further, 10% of the share may be paid to the GDGU as administrative charges/ overheads, and 40% may be made available to the concerned department for the purchase of equipment or materials, including Annual Maintenance Contracts (AMC), or for any other academic/research activity, including promotion of science and innovation.
- vi. In the case where the copyright vests with the author(s) [as mentioned under “IP generated from research conducted by utilising resources of the GDGU under the

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heading of Copyright”], the GDGU shall have a non-exclusive, royalty free, irrevocable, and worldwide license to use the IP for research, non-commercial and educational purposes. Additionally, in cases where the GDGU is the owner of copyright in lecture videos and/or MOOCs, the author(s) shall have a non- exclusive, royalty free, irrevocable, and worldwide license to use the IP for research, non-commercial and educational purposes.

Research outputs generated in collaboration with external partners

- i. The revenue sharing on any IP generated from a partnership between the GDGU and external partners may be based on the agreement signed between the GDGU and the external partner at the beginning of such collaborations.
- ii. In circumstances wherein, the assignee or the licensee has not taken adequate steps for the commercialization of the GDGU – owned intellectual property, the GDGU may consider revocation of the license and assigning it to another party, after following due process. It is important to add this as a clause in any agreement entered into by the GDGU, with regard to commercialization of technologies.

Waiver of IP rights by the GDGU

1. Subject to any associated agreements, or any other agreement thereof, the GDGU may waive its rights, if the GDGU decides not to pursue the protection of IP within a period fixed by the GDGU, from sufficient disclosure by the researcher(s) to the GDGU (for example: nine months).
2. The GDGU shall take all efforts to convey the decision to the researcher, whether to pursue or not pursue the protection of IP, within a stipulated time period, after sufficient disclosure by the researcher, to the GDGU. Under all such circumstances, unless explicitly agreed to, the GDGU, shall retain a non- exclusive, royalty-free, irrevocable, and worldwide license to use the IP for research and educational purposes.

DEALING WITH IP RIGHTS OWNED BY THIRD PARTIES

Use of technology protected by IPRs like patents and designs

It is possible that researchers may have to use diverse technology/ design/ software, as part of

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their research. Under all such circumstances, due care and attention must be given, for not infringing the IP rights of third parties. Some of the licenses may have restrictions with regard to kind of usages permitted. It is important to ensure that due and necessary permissions are obtained from IP owners prior to engaging in any use which moves beyond the terms of license or as permitted under the relevant statute(s) in India.

Use of copyrighted materials

Whenever researchers use copyrighted material for teaching or research purposes, it needs to be ensured that the use is within the permission obtained from the concerned copyright holder(s) or is within the boundaries of exceptions provided under the Indian copyright law. The scope of different educational use-related exceptions under Indian copyright law have been interpreted by different courts in India.

- i) The GDGU may create an Institutional Repository and a link to the same may be provided on their official website. This repository shall include dissertations, theses, papers, publications, and other in-house publications. In the absence of an institutional repository, the researchers may submit such works in other open repositories in the relevant subject area.
- ii) The researchers may be encouraged to license their works under an open license so that other researchers can also use the research outputs by providing appropriate attribution to the researchers.
