
The Intellectual Property Rights Policy

(2023)

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PREAMBLE

Girijananda Chowdhury University, hereafter known as GCU, University or university, through its vision document and through its mission statement is dedicated to research and to the extension and transfer of knowledge to the people of India in general. The university recognizes its responsibility to produce and disseminate knowledge for the development of students, faculty and the public in general. Inherent in this responsibility is the need to encourage the production of creative and scholarly works and the development of new and useful materials, devices, processes, and other intellectual property, some of which may have potential commercial value. These activities contribute to the professional development of the individuals involved, enhance the reputation of the University, provide additional educational opportunities to students, and promote public welfare. GCU has a responsibility of bringing new knowledge into use by the general public. Such knowledge or technology often has commercial value and should be treated as a financial asset to be used, conserved and applied in such a way as to generate an appropriate financial return. Transfer of such information or technology through licensing satisfies both the above objectives, i.e., dissemination for use and realization of financial returns.

The IP policy applies to all employees and students of GCU, regular or contractual or full-time or part-time including adjunct faculty, guest faculty, professors emeritus. Every member of the academic community, student, non-teaching and teaching staff alike, needs to bear knowledge about intellectual property, both to protect their own rights and to respect the rights of others. The IP policy of the University is thus intended to encourage a healthy atmosphere conducive to research and development through a system of rewards and incentives for the creation of intellectual property, while at the same time paying due cognizance and consideration to the economic rights and responsibilities of the university and the inventor.

The strength of GCU lies in its faculty, students, technical and administrative staff. This document is intended to introduce, regulate, and organize issues related to intellectual property within the university. It also reaffirms GCU's commitment to scientific endeavors, academic excellence and the dissemination of knowledge. This policy is intended to comprehensively spell out the responsibilities of the University and its employees and to establish a framework for ethical conduct.

1. TITLE, APPLICATION AND COMMENCEMENT

- 1.1.** This policy shall be called the Girijananda Chowdhury University Intellectual Property Rights Policy, 2023.
- 1.2.** It applies to all faculty, staff, doctoral and post-doctoral scholars, students, and non-employees including visiting faculty professors emeritus, affiliate and adjunct faculty, industrial personnel, researcher etc. who participate in research projects in the University requiring university assistance or utilization of university resources.
- 1.3.** The policy shall come into force on the date of notification after approval of competent authority of Girijananda Chowdhury University.

2. THE INTELLECTUAL PROPERTY (IP) POLICY

The primary purpose of the IP policy of Girijananda Chowdhury University is to establish appropriate principles for creation development, modification and any other form of innovation, protection, ownership and management of intellectual property created within the University or with the facilities so promised by the University or by any person, that is, the faculty, students, technical, administrative staff or any third-party involved in a project so working in any capacity of the employee or trainee.

The objective is to provide an environment that encourages the development of inventions and other intellectual creations for the best interest of the public, the creator, and the sponsor, if any, and will permit the timely protection and disclosure of such intellectual property either by development and commercialization after securing available protection, by publication, or by both.

This policy is further intended to protect the respective interests of all participants by ensuring that the benefits of such property accrue to the public, to the inventor, to the University and to sponsors of specific research projects in varying degrees of protection, monetary return and recognition, as circumstances justify or require.

2.1. OBJECTIVES

The objectives of this policy are as enumerated below

- 2.1.1.** To enable creators in understanding, identifying and using intellectual property for the advantage of society, university and creators themselves
- 2.1.2.** To provide a suitable environment to the employees (whether contractual, part-time or full-time) and students of the university for creation, protection, and commercialization of intellectual property and to incite innovation.
- 2.1.3.** To encourage research, scholarship, and a spirit of inquiry, with an aim to generate new knowledge and expand on known knowledge and interpretation.
- 2.1.4.** To facilitate the transfer of generated knowledge and technology to intending users to promote utilization of such resources for benefit of the society.
- 2.1.5.** To provide an administrative system to determine the commercial significance of discoveries and developments and to assist in bringing these into public use.
- 2.1.6.** To provide for an equitable distribution of economic gains resulting from new intellectual property among the developer, author, or inventor (the inventor), GCU, and, if applicable, the sponsor.
- 2.1.7.** Determine the true owner of the creation.
- 2.1.8.** To provide incentives to inventors in the form of personal development, professional recognition, and financial compensation.
- 2.1.9.** To safeguard, review and manage the intellectual property so that it may receive adequate and appropriate legal protection against unauthorized use.
- 2.1.10.** To encourage students at all levels to develop patentable technologies and to provide financial assistance from the university to a reasonable extent.
- 2.1.11.** To create awareness on IPR through conducting seminars, conferences, invited talks and lectures, and training programs among the academic community.

2.2. SCOPE

- 2.2.1.** The IP Policy applies to inventions, industrial designs, copyrightable materials such as books, publications, electronic courseware, computer programs, electronic circuits, etc. or potentially patentable inventions, industrial designs, copyrightable materials such as books, publications, electronic courseware, computer programs,

electronic circuits etc., protectable trademarks and trade secrets, which are developed or in the process of development using university funds, equipment, supplies, facilities, employee time, or trade secret information, or by any third party which relates directly to the university's business, research or development.

- 2.2.2.** The University will encourage, recognize and protect all creative and scholarly works in form of patents, copyrights, industrial designs, trademarks and trade secrets, as the case may be, developed by its employees/students/contracted third parties as a result of their research or employment.
- 2.2.3.** GCU will protect the rights of the inventor regarding intellectual property created by him as per the legal framework of the land. However, the University, as a corporate body, shall share this right with inventors – staff, student or guest, in a just and fair manner to be agreed upon initially by both the parties.
- 2.2.4.** This Policy applies to all the employees of the University as defined in 3.4 and visitors using University facilities under the supervision of university staff and to all the students as defined in 3.3 of the University including doctoral and Postdoctoral fellows and to any contracted third party.
- 2.2.5.** It covers all intellectual property conceived, first reduced to practice, written, or otherwise produced by all faculty, staff, and students of the University whether using university resources or not.
- 2.2.6.** It also covers intellectual property created by part time students, employees and visitors using University funds, facilities or other resources.

3. DEFINITIONS

3.1. Intellectual Property (IP): For the purpose of this policy, “Intellectual Policy” is defined as the tangible or intangible results of research, development, teaching, or other intellectual activity. Intellectual property may include but not be limited to the following products:

- a) Patents on new and useful scientific or technical advancements by way of inventions, discoveries, innovations, processes, computer hardware and software, unique materials, machines, devices, instruments, apparatuses, circuits, plant varieties etc.

- b) Improvement on the patents that belongs to the University.
- c) Copyright in industrial and architectural design, models, engineering drawings, integrated circuit layout designs, computer software, animations and visualizations, information technology products and processes including hardware and software features, original innovative, creative or artistic works and their derivatives or adaptations, whether dramatic, musical, literary works, work of graphics or plastics 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, undisclosed and/or unpublished information etc.
- d) Industrial design of any hardware, machinery, circuit-layout, etc. capable of being protected under the Designs Act.
- e) Trademarks, service marks, logos, collective marks, certification marks, trade names etc.

The four categories stated above are not mutually exclusive; a given article of intellectual property may include aspects of all four categories.

- 3.2. Fair use:** The term “Fair Use” refers to the amount of copying or usage that may be permitted for a copyrighted material so that it does not obstruct the progress of human knowledge or can be derived easily by a lay-man or is a factual statement. Limited portions of a work can be copied without the right holder’s permission for non-commercial and academic use, although the exact permissible percentage may have to be determined by the courts. In general, use of a small part of the 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 through print or 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. The possibility of fair use exists only in the case of copyright and does not apply to patents, designs, trademarks including copyrighted logo.
- 3.3. Student:** A “Student” of the University is defined as any person admitted purely on academic and research activities on part-time/full time basis.

- 3.4. Employee:** An “Employee” of the University is defined as any person receiving compensation for service, or any person volunteering services for the benefit of the University. The uncompensated activities of students in furtherance of their education shall not be considered service within the meaning of this policy, even if such activities benefit the University. A scholarship, fellowship, assistantship or any other payment received by a student during the course of his studies does not classify him as an employee.
- 3.5. University Personnel:** Part-time and full-time members of the faculty, technical, administrative or the supporting staff and all other agents and employees, and undergraduate, postgraduate students, doctoral and postdoctoral fellows of the University.
- 3.6. Inventions:** It is a general term which includes computer software, general instructional materials (including video tapes), novel machines, devices, compositions of matter (compounds, mixtures, genetically engineered cells, plants or animals), genetic forms, mask works, production processes, production methods, plant varieties, etc. Inventions will be considered as having been developed in the course of employment, study, research where conception and/ or development is in the individual’s subject area of principal competence in scholarly activities for which the individual of the university is engaged.
- 3.7. Inventor:** Any person related to the University through a relationship which is in the form of a part-time or full-time member of the faculty, permanent or contractual staff, agent or employee, graduate or postgraduate student, doctoral or postdoctoral fellow of the University, who is involved, directly or indirectly, in the Invention as defined herein shall be deemed to be the Inventor for the purpose of this document.
- 3.8. Contributors:** Individuals or copyright owner submitting the contribution of all original works including but not limited to such as industrial and architectural designs, models, engineering drawings, 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.

3.9. Work for Hire: Work for hire is defined for the purpose of this document as any work commissioned by the University in exchange for reasonable considerations or any work which is completed for or any product or material delivered to the university by an individual who has voluntarily waived off his right to claim monetary or any other form of compensation. The ownership of the resulting intellectual property shall be assigned to the University through a written contract between the concerned parties.

4. IP MANAGEMENT PERSONNEL

4.1. A cell adhering to the following composition shall be appointed by the Vice-Chancellor for the management of IP which will be called Intellectual Property Rights Cell or I.P.R.C.

4.1.1. Advisor

The Vice-Chancellor shall serve as the ex-Officio advisor to the I.P.R.C.

4.1.2. Chairperson

The Dean (R&C) shall serve as the ex-Officio chairperson of the I.P.R.C.

4.1.3. IP Coordinator:

The coordinator shall be responsible for day-to-day administration of IPR issues and shall work under the guidance of the Dean (R&C). The Coordinator will serve as the member-secretary of the Intellectual Property Committee. The IP Coordinator will be responsible for development and protection of intellectual properties of GCU. He/she has to ensure the use of licensed software and materials and fair and just treatment of others' intellectual property by the University and its members.

4.1.4. Convener of Product Development and Commercialization Committee:

The Convener of the Product Development and Commercialization Committee shall serve as an ex-officio member of the I.P.R.C and shall be responsible for finding avenues for possible commercialization.

4.1.5. KAPILA Coordinator:

The Kalam Program for IP Literacy and Awareness (KAPILA) program coordinator shall serve as an ex-Officio member of the I.P.R.C. and shall serve as the liaison officer for this Committee with the KAPILA program.

4.1.6. Legal Consultant:

A Legal Consultant shall be empanelled by the University to serve on the I.P.R.C. for the term of the Cell.

4.1.7. Members:

The Vice-Chancellor will nominate two more members and the number of the members in the I.P.R.C. should be in even number from among the faculty of the University.

- 4.2. The I.P.R.C. shall convene its meeting from time to time and its term shall be of three years from the date of notification.
- 4.3. The I.P.R.C. shall lay down its own procedure of conduct of its business and will communicate it through appropriate means. The I.P.R.C. also reserves the right to change or modify the procedures followed for conducting its works as and when necessary.
- 4.4. The University shall provide adequate financial support and secretarial staff for the smooth functioning of the I.P.R.C. of the University.
- 4.5. The I.P.R.C. will assist various departments and centers of the University in all matters relating to intellectual property. It will help various departments to secure protection for intellectual property where appropriate. It will maintain central databases and files of patent applications, issued patents, trademarks and copyrights, licenses and agreements, coordinate with various departments in negotiating and preparing license and other agreements, review and approve all agreements relating to intellectual property. It will review causes of possible infringements on the Institute's intellectual property and take action as deemed necessary.
- 4.6. The legal interests of the University and its staff, faculty and students in any intellectual property, except traditional scholarly works, shall be determined by the I.P.R.C. in accordance with the policy enumerated under items.

5. POLICY

The policy put forth here will be binding on all matters pertaining to IPR at Girijananda Chowdhury University. The IPR Policy being in its nascent stage, is likely to be amended in future, considering the evolving nature of Intellectual Property policies, as often as deemed fit by the committee, to comply with changing situations and emergent developments.

This IPR policy shall apply to all full-time and part-time/adjunct employees of the University, visiting faculty, scientists employed by the University, students, postdoctoral fellows and visiting scientists as well as non-University personnel associated with any activity of the University.

The non-University personnel associated with IP activity are identified through MOUs/agreements/contracts between individuals or institutions wherever applicable.

This policy shall apply to all kinds of IP including, but not limited to, any invention, design, discovery, scientific or technological development, research data, computer software, trademark, copyright, and trade secret etc.

5.1. Creation of Intellectual Property:

This IPR Policy covers works generated by University personnel, which includes faculty, staff, students, and their collaborators both within the University and from external institutions/agencies. Inventions, unique non-functional designs of items, sentences, and representations such as logos, sounds, sketches, typical shapes, or ornamentations, are examples of creations. Teaching materials, theses, books, papers, and other outputs deriving from their job-related activities or different functional involvements with Girijananda Chowdhury University are also included. At the university, intellectual property can be generated through the following criteria:

- 5.1.1.** The university takes on assignments, either from external agencies or through its own initiative, to facilitate the creation of materials eligible for copyright or trademarks or patents. The university shall assign a team of researchers or developers to complete these tasks;
- 5.1.2.** Researchers, whether working individually or in teams, have the potential to create materials eligible for copyright or patents as part of their research endeavors or specific projects; and

- 5.1.3. Any funding organization/agencies such as a foundation, trust, industry, or commercial enterprise can enter into a specific agreement with the university, individual researchers, or research teams to develop particular materials eligible for copyright or patents.
- 5.1.4. This GCU IPR Policy outlines the ownership guidelines for these creations as well as the procedures for protecting them using various intellectual property rights (IPR) tools such as patents, industrial design registrations, copyrights, trademarks, geographical indications, integrated circuit topographies, protection of new genetic varieties and trade secrets. Furthermore, the policy stipulates the requirements that intellectual property owners must follow while interacting with their IP.

5.2. Disclosure and Confidentiality

- 5.2.1. All Creations that fall within the ambit of the definition given in Clause 5.1 have to be necessarily disclosed to the University following using the Innovation Disclosure Form (IDF) to enable the University to decide on the next course of action on whether the creation--
 - 5.2.1.1. Shall be owned by the University or ownership by University will be waived off
 - 5.2.1.2. Can be publicly disclosed and if so its timing and the form of the public disclosure
 - 5.2.1.3. Needs to be protected as University's IP
- 5.2.2. When a creator wants to bring his/her technology under Intellectual Property Rights of University, no public disclosures (by way of presentations in conferences, seminars, publications, etc) shall be made of their creations.
- 5.2.3. If any of the employees (part time or full time)/student/Research Associate/Research Assistant/Fellow (Doctoral/Post-Doctoral)/Hired Employee (For specific work) develop/invent/create any Intellectual Property, they are obligated to first disclose the same before the I.P.R.C. before disclosing to any outside agency (before publishing publicly). The I.P.R.C. is the sole authority to determine whether the developed/invented/created Intellectual Property(s) is/are required any protection under the appropriate laws

5.3. Ownership of Intellectual Property

Any innovations related to intellectual property, irrespective of the source of funding, must be compulsorily disclosed and assigned to GCU in accordance with Clause 5.2. In sponsored projects or those governed by contracts between GCU and other institutions, universities, industry etc., the ownership of IP will be governed by the terms and conditions outlined in the respective contracts. However, even in such situations, the initial disclosure of the creations must be made to GCU. All aspects concerning the IPR of these creations will be managed by GCU in collaboration with the parties specified in the contracts. For other cases, following terms and conditions must be applied:

- 5.3.1.** In accordance with the Policy's other provisions, any inventions created by university researchers in the course of their duties and using university resources will be the property of the University. However, if inventors create any material which falls under the ambit of intellectual property without using university resources or outside their university responsibilities, the ownership rights will belong to the researcher.
- 5.3.2.** If a University employee or a full-time student creates intellectual property while working in another organization, it will be jointly owned by the creator, Girijananda Chowdhury University and the host institution or on the terms so agreed.
- 5.3.3.** The inventors of scholarly and academic works produced using university resources, such as books, articles, student projects, dissertations, theses, lecture notes, and teaching materials, will typically retain ownership rights. However, ownership rights for lecture videos, Massive Open Online Courses (MOOCs), films, plays, musical works, and institutional materials like course syllabi, curricula, exam questions, instructions, and commissioned papers or reports, will typically belong to the university.
- 5.3.4.** In cases of collaborative research with external partners, ownership of intellectual property (IP) will be established based on the terms outlined in the agreement signed by the involved parties. If not explicitly stated otherwise, the university

will usually maintain a perpetual, royalty-free license to use the IP for research and educational purposes. In situations where there is no specific agreement between the university and the supporting external partner, the IP rights will be shared among the parties involved, following the terms of the Licensing and Revenue Sharing agreement.

- 5.3.5.** The university will cover the initial filing costs for intellectual property owned by the university, and these expenses may be supported by the 'Central IPR Fund' or partially from 'KAPILA funds' (if applicable) established for this purpose. Individuals with external or internal project funding are encouraged to cover filing costs from their project funds. Any benefits derived from the commercialization of such intellectual property will be distributed according to the conditions determined periodically by the university. The specific revenue-sharing arrangement between the university and the inventors is outlined in clause 5.8.6 of this act.
- 5.3.6.** International filing routes, such as PCT, will be considered only for exceptionally promising inventions which will be ascertained by the full board of the I.P.R.C. based on a detailed presentation by the inventor. Consequently, the university will not cover the maintenance fee of a patent in foreign countries, assuming that the invention is anticipated to attract investment even before being granted. After technology transfer, which is expected to occur before patent approval, the assignee will be responsible for all maintenance costs. Alternatively, if an inventor prefers to use resources from their project grant to cover the costs, the university will not raise objections.
- 5.3.7.** If the university chooses not to claim intellectual property rights for specific creations, the university will transfer the rights to the creators the same shall be communicated them via written notification, allowing them to file IP applications in their own names. The determination of whether the university will or will not claim the IP Rights for certain creations will be done via a complete assessment of the creation's financial, operational and academic value within a period of 2.5 weeks from the submission of the declaration of the IP to the I.P.R.C. for all creations developed by the intended creator. In such instances, the creators will be

responsible for all costs associated with IP applications, prosecution, maintenance, enforcement, and commercialization. Additionally, the creators will fully benefit from any commercialization, and the university will not receive any share of the commercialization proceeds.

- 5.3.8.** The I.P.R.C. will oversee the management of all works eligible for intellectual property (IP) protection that are created during university employment. In cases where the university is unable to make timely decisions regarding the protection or licensing of its owned intellectual property, the creator or inventor will be allowed to take necessary actions, as needed.

5.4. Ownership of Intellectual Property Under Special Circumstances

- 5.4.1.** Where research has been sponsored by a private industry/ foundation or government agency and no prior agreement exists on sharing of intellectual property, licensing of patents shall be negotiated between the sponsor and the University.
- 5.4.2.** The intellectual property policies and guidelines of the University are subject to, and thus amended and superseded by the specific terms pertaining to intellectual property rights included in Central or State grants and contracts, or grants and contracts with NGO's or private sponsors.
- 5.4.3.** If the intellectual property has been generated as a work-for-hire, the employee or agency will retain the moral right to be identified as the inventor/creator of the intellectual property but right of commercialization rests only with the University.

5.5. Ownership of Intellectual Property Generated by students

- 5.5.1.** The student and his/her supervisor(s) will jointly have the ownership of copyright in the thesis / dissertation / project report written by a student, which he or she submits as partial fulfillment of the requirements for an academic degree.

- 5.5.2.** The student will grant a non-exclusive, non-transferable royalty-free license to the University to use, in the course of non-commercial academic activity, the records and data generated in the course of his research.
- 5.5.3.** Furthermore, it is possible that the research that the student carries out as part of the program of study may result in the generation of intellectual property other than the text of the thesis. Supervisors should advise students during the course of their work that certain kind of research may lead to the generation/invention of intellectual property which will require protection of its commercial value through confidentiality, for which the student will have to forgo publication during the period of sealing of a patent. Care should be taken at all stages to see that no conflict of interest arises between the student's academic activities and his or her generation of intellectual property.
- 5.5.4.** The copyright of the thesis in which this intellectual property is described or outlined will remain with the student while the institute will restrict access to the thesis for a limited period depending on commercial value as decided by the I.P.R.C. The University will try to obtain a patent for the invention on behalf of the student and benefit-sharing mechanism will be abided by as proposed in section 5.8.1.
- 5.5.5.** If a student is employed to assist in execution of a sponsored project or program, the intellectual property rights originating from his contribution to the project will be governed by the terms of the contract between the institute and the sponsoring agency.
- 5.5.6.** If the intellectual property has been generated as a work-for-hire, the student will retain the moral right to be identified as the creator of the intellectual property, but right of commercialization rests with the Institute

5.6. Responsibilities of the University

The University shall be responsible to:

- 5.6.1.** Encourage and promote awareness among faculty members, research scholars, students, and scientific staff about the significance of intellectual property (IP).

The university will offer support, aiding in legal protection of IP rights, from drafting and filing to publication and granting. Enable the transfer of intellectual property for economic and commercial purposes, developing mechanisms within the regulations for the assignment and management of intellectual property;

- 5.6.2.** Implement legal measures to safeguard the rights of both the university and IP creators, preventing lawsuits from third parties or unauthorized use. Furthermore, distribute profits/royalties, equity, or other income derived from IP in which the university holds a stake or share.
- 5.6.3.** Authorized and assign and license the commercial use of its intellectual property to the designated agency established by CSIR, under terms deemed reasonable by the university. Alternatively, the university may manage such intellectual property through its IPR Cell;
- 5.6.4.** In the event that the designated CSIR agency or Cell does not file a patent or copyright within one year after the inventor/creator makes the material available, or fails to assign/license the patented/copyrighted material for economic use within an additional one-year period, the inventor/creator is granted the right to personally manage the patentable/copyrightable or patented/copyrighted material and initiate necessary actions;
- 5.6.5.** It is obligated to report to the research funding agency as necessary, in accordance with research and licensing agreements, as well as relevant laws and regulations, promptly and as required;
- 5.6.6.** Recognizes the significance of transferring its intellectual property efficiently, promptly, and cost-effectively. To achieve this, the University will create streamlined processes for intellectual property assignment, aiming to maximize its value for the creator, funding agency (if applicable), and the University.
- 5.6.7.** Allocate necessary resources to the IPR cell to support the registration of Geographical Indications (GI) for items of regional and ethno-cultural importance. This initiative aims to secure proper acknowledgment for deserving communities.

5.7. Responsibilities of the Inventor/Creators/Proprietors of IP

- 5.7.1. Each creator or inventor of IP is required to fully disclose their original intellectual creations, including inventions and other works eligible for IP protection, in which the University holds a share as outlined in the policy;
- 5.7.2. Each creator is obligated to offer necessary support to ensure the protection and successful transfer of intellectual property;
- 5.7.3. Each creator must maintain and preserve all records and documents essential for safeguarding the IP;
- 5.7.4. Each creator is expected to adhere to all commitments specified in the license and other terms and conditions outlined in the IPR Policy;
- 5.7.5. Each creator is responsible for thoroughly assessing, disclosing, and managing any potential conflicts of interest that may arise from agreements related to the commercialization of intellectual property; and
- 5.7.6. Each creator is responsible for overseeing the management, including patenting or copyrighting, and assignment of eligible intellectual property for economic use or licensing. The terms for such management will be collaboratively determined by the IPR Cell, inventor/creator, and the funding agency (if applicable) involved in the research project that led to the invention/creation. This applies especially in cases where the inventor/creator has withdrawn the management rights of the intellectual property from the designated CSIR agency/Cell due to their lack of performance

5.8. Commercialization of Intellectual Property and Benefit Sharing:

- 5.8.1. The University should try to use the mechanism of licensing of IPRs, so that ownership rights on the IP may be retained without hindering the prospects of commercialization.

- 5.8.2.** The university may combine elements of exclusive licensing, Non-exclusive licensing and Sub-licensing or other forms of licensing known in the domain of intellectual property.
- 5.8.3.** To promote and encourage entrepreneurial activities by its researchers, the University, 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 university and as per agreement between university and inventor/creator.
- 5.8.4.** The university is free to enter into revenue sharing agreement with the researcher, in cases of commercialization of intellectual property 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 commercialization.
- 5.8.5.** After the costs incurred in the filing, communication, legal issues and documentation are recovered, the revenue will be disbursed to the inventor(s)/creator(s) irrespective of whether or not the inventor(s)/creator(s) remain associated with the University at the time of revenue generation.
- 5.8.6.** The university may adopt the following model for royalty sharing amongst creator(s)/inventor(s) and University:
- 70:30 ratio of revenue sharing: 70% of the royalty/technology transfer amount with the researcher and 30% with University.
 - Deciding the division of royalty/technology transfer amount on fixed slabs:

CASE	Net Earnings	Inventor's Share	University's Share	Service Account
1	Upto first amount Q*	65%	25%	10%
2	From second amount Q to third amount Q	45%	45%	10%
3	From third amount Q onwards	25%	65%	10%

**Q is fixed at ₹50 Lakhs*

***Service Account – Money may be used for the promotion and upgradation of the invention. Unused funds from the service account will be used for*

promotion of commercialization, IP protection and any other related activities

- 5.8.7.** In case of multiple inventors of an IP, all the inventors will decide among themselves how to share the proceeds of an intellectual property. If they fail to arrive at a consensus, the I.P.R.C. will analyze all available information and make a recommendation to the Vice-Chancellor. The decision of the Vice-Chancellor shall be binding and final.
- 5.8.8.** If there are other legitimate claimants to the IP, they will be grouped either under “inventors” or “Institute”. While sponsoring or supporting organization will get their share of the proceeds from “Institute” share, individuals (including visiting professionals) who contributed to the invention will receive their share from that of the inventors.
- 5.8.9.** Benefit Sharing of Research Outputs Generated in Collaboration with External Partners

6. IP MANAGEMENT

6.1. Creating IP Awareness

- 6.1.1.** The I.P.R.C. will take a proactive approach for generation and protection of intellectual property in the Institute. The committee shall identify all intellectual property developed in the Institute through review of UG, PG and doctoral projects, inviting ideas from students and faculty, and by all other means of collecting information. If it judges that there is a reasonable chance for successful commercialization of an invention, it shall
- (i) Advise the inventor on the steps to be taken for protecting the ownership rights to the property, and
 - (ii) Refer the matter to the VC with clear recommendations for appropriate course of action on the part of the Institute.
- 6.1.2.** On persuasion of the I.P.R.C., or on his own initiative, the inventor(s) will place a formal proposal before the I.P.R.C. with details of the invention or other IP product. The I.P.R.C. will examine the proposal taking help of internal or external experts, if necessary in accordance to the details of the proposal. The inventor(s)

may be required to make a demonstration of the product or process, or give a presentation before the Cell.

- 6.1.3.** I.P.R.C in coordination with Head of Human Resources and Personnel will ensure that every faculty member/technical staff signs the undertaking form no. GCU/IP/01 at the time of joining.
- 6.1.4.** At the time of registration for Autumn Semester, each student must sign and submit a declaration in form no. GCU/IP/03 to the IP Coordinator.
- 6.1.5.** At the time of submission of thesis, each student must sign and submit a declaration in form no. GCU/IP/04 to IP Coordinator.
- 6.1.6.** Faculty members, technical staff and students interested to protect their intellectual creations in accordance with the relevant IP laws may apply to IP Coordinator using the Invention and Technology Disclosure Form (Form No. GCU/IP/05).
- 6.1.7.** IP Coordinator will draw the attention of I.P.R.C members in a meeting for evaluating the IP substance for possible protection within two weeks. If the members agree to file for protection, the I.P.R.C will approach appropriate Government, private and legal entities to go forward with protection of the IP with due recommendation from Vice-Chancellor.
- 6.1.8.** If the IP substance is not fully developed for possible protection, I.P.R.C. will guide the inventors where to improve it. I.P.R.C. may also give guidance on drafting the Patent forms etc. even with provisional specifications.

6.2. Sharing of cost with regards to IP protection and maintenance

- 6.2.1.** The Institute shall bear all the charges for patent search while filling up the patent form.
- 6.2.2.** If the patent is granted, it becomes the joint property of the inventor and the Institute.

6.2.3. Maintenance of IP rights and protection shall be covered from the service account for the invention which is governed by clause 5.8.6.

6.3. Waiver of IP rights by the University

6.3.1. The university may choose to waive IP Rights at the sole discretion of the Vice-Chancellor, on the advice of the I.P.R.C. On waiver of rights, the processing of generated IP will be governed as per Clause 5.3.6.

6.3.2. The University may waive any obligation arising out of this policy subject to approval from Academic Council.

6.3.3. All waivers must be in writing, supported by reasons and duly signed. Any decision to grant a waiver will take into account the best interest of the University and the facts of the particular situation.

6.3.4. Every waiver and reasons for it shall be reported to the Executive Council in its next meeting

6.4. Commercialization

6.4.1. For purposes of protection and commercialization of intellectual property on behalf of the University, patent, trademark or copyright coverage may be sought, or the property may be treated as proprietary information, technical know-how, or trade secret.

6.4.2. As mentioned in clause 5.2.3 the I.P.R.C. is the sole authority to determine whether the University has a legal interest in the commercialization of the Intellectual Property. However, the University is not legally or otherwise in any manner bound to accept all recommendation for commercialization of each intellectual property.

6.4.3. It shall be in the sole discretion of the Vice Chancellor on advice of the I.P.R.C. to determine commercialization of the property. The inventor(s) cannot claim commercialization rights even after such a decision is taken by the I.P.R.C. unless a waiver is granted with regards to the same.

- 6.4.4.** The Institute has the prerogative of finding a suitable partner for commercialization of the patents for first two years from the date of grant of the patent.
- 6.4.5.** After two years, the inventor may choose a suitable partner for commercialization of intellectual property created by him/her. However, benefit sharing mechanism will be adhered to as per Clause no. 5.8.6.
- 6.4.6.** The inventor, before going for technology transfer on his own, must seek the permission of I.P.R.C. The I.P.R.C. should strive to dispose of the matter within two weeks

7. DISPUTE RESOLUTION

- 7.1.** The university may appoint a committee of experts to address the concerns of the aggrieved person(s) and all disputes there under shall be dealt with by this committee.
- 7.2.** The decision taken by this committee should be within a prescribed time period from submission of said concern.
- 7.3.** Over and beyond the above, with respect to any legal dispute arising under these guidelines, the relevant provisions of law shall be applicable.
- 7.4.** In case of any disputes between the university and the inventor(s) / creator(s)/ any other aggrieved person(s), regarding the implementation of these guidelines, scope, operation or effect of any contract/ agreement entered into, or the validity or breach thereof, the inventor(s) / creator(s)/ any other aggrieved person(s) may appeal to the committee appointed by University.
- 7.5.** If the inventor(s) / creator(s)/ any other aggrieved person(s) is not satisfied with the decision of the committee, mechanisms under Alternate Dispute Resolution (ADR) laws, or appeal to the High Court of Gauhati may be used to resolve the dispute.

8. AMENDMENTS

8.1. Notwithstanding anything in this Policy, the I.P.R.C. described may in exercise of its power amend by way of addition, variation or repeal any provision of this Policy in accordance with the procedure laid down in this Policy.

9. APPENDICES

- 9.1.** Form no. GCU/IP/01
- 9.2.** Form no. GCU/IP/02
- 9.3.** Form no. GCU/IP/03
- 9.4.** Form no. GCU/IP/04
- 9.5.** Form no. GCU/IP/05
- 9.6.** Form no. GCU/IP/06
- 9.7.** Form no. GCU/IP/07
- 9.8.** Form no. GCU/IP/08
- 9.9.** Form no. GCU/IP/09