

GLS UNIVERSITY

Established under Gujarat Private Universities (Amendment) Act, 2015

& approved under Section 2(f), UGC Act, 1956

(Sponsoring Body: Gujarat Law Society since 1927)

Gujarat Law Society Campus, Opp. Law Garden, Ellisbridge, Ahmedabad-380006

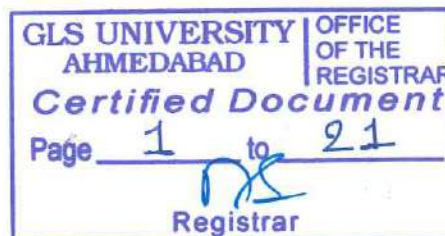
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Criteria – 3: Research, Innovations & Extension

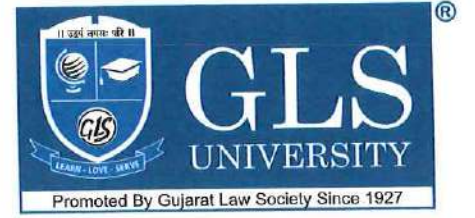
Metric – 3.1.1 (Q1M)

The institution's Research facilities are frequently updated and there are well defined policy for promotion of research which is uploaded on the institutional website and implemented

Document: Intellectual Property Rights Policy



Date: 3rd July, 2016



CIRCULAR

Intellectual Property Rights Policy

The Academic Council of GLS University in its meeting held on 22 May, 2015 vide captioned reference number has Accepted and Approved the proposal of introducing Intellectual Property Rights Policy for stakeholders of GLS University from Academic Year 2016-17.

The primary objective of the IPR policy is to foster, stimulate and encourage innovation in all areas of academic programs offered by GLS University, avoiding conflict of IPR and promoting fair use of traditional knowledge while recognizing stakeholders and benefit sharing.


Registrar



To

- I. All staff members of GLS University
- II. Office of Provost

INTELLECTUAL PROPERTY RIGHTS POLICY 2020



Intellectual Property Rights Cell

Policy	Intellectual Property Rights
Implementation Year	2018
Review Year	2020

GLS University

Preamble

GLS University is a Private University that has received approval from the Government of Gujarat under Act No. 9 of 2016. The university is committed to fostering quality in both teaching and research. Its endeavours revolve on the engagement of faculty members, students, project staff, supporting staff, and visitors in the pursuit of knowledge and intellectual development. In the current era characterized by the dominance of technology, rapid shifts in values and perceptions necessitate that GLS University maintains the core principles of academia while simultaneously embracing the evolving realities of the business economy, which is reliant on knowledge generated, protected, and disseminated through the intellectual property regime. In the contemporary global landscape, characterized by a growing recognition of the value of knowledge, the implementation of an Intellectual Property Rights (IPR) Policy becomes imperative. This policy serves the dual purpose of safeguarding the interests of GLS University and enhancing the understanding of faculty, students, project staff, supporting staff, and visitors regarding the significance of knowledge assets and their societal implications.

The current policy enables the safeguarding of the rights of the Inventor(s) affiliated with GLS University, including teachers, students, project staff, supporting staff, and visitors. These individuals have the choice to seek intellectual property protection for their innovative work or to release it into the public domain, according to their discretion. In accordance with the Vision and Mission of GLS University, the policy prioritizes the dissemination of innovative technologies generated at GLS University via outreach efforts. Simultaneously, the instructors, students, and researchers of GLS University are encouraged to engage in technology transfer by using the intellectual property rights acquired via unique technological advancements, inventions, and research endeavors.

The IPR Policy of GLS University aims to uphold the University's dedication to fostering academic freedom and creating a conducive environment for research and development.

1. Objective

The policy document outlines the following objectives:

- To cultivate, stimulate, and encourage creative activities in the broadest sense in all areas where GLS University offers academic, consultancy, and research programs
- To safeguard the legitimate interests of GLS University's faculty/scholars/students and to avoid conflicts of opposing interests as much as feasible
- To establish a transparent administration system for the proprietorship and control of intellectual property and the distribution of GLS University's revenues
- It promotes a global understanding of intellectual property practices while respecting national identity and local considerations, with the aim of minimizing potential conflicts between different interests.
- Aims to facilitate equitable use of traditional knowledge by acknowledging the involvement of local stakeholders and ensuring the fair distribution of benefits

2. Types of IP

The intellectual properties can be broadly listed as:

1. Patents
2. Copyrights
3. Trade/Service marks
4. Industrial designs
5. Traditional knowledge and Geographical Indication

3. Definitions:

The definitions of the terminology used in this policy are provided below, unless the circumstances indicate differently.

- **Patent** - is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something or offers a new technical solution to a problem
- **Copyright** - is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings
- **Trade/Service Mark** - means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their ' packaging and combination of colours
- **Industrial Design** - means only the features of shape, configuration, pattern, ornament or composition of lines or colours applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.
- **Traditional Knowledge** - The knowledge developed by the indigenous or local communities for the use of a natural resource with respect to agriculture, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.
- **Geographical Indications** - means an indication which identify such goods as agricultural goods, natural goods as originating or manufactured in the territory of a country or manufactured in the territory of a country or a region or locality in that territory where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical

origin and in case where such goods are manufactured one of the activities of either the production or of processing or preparation of the goods concerned takes place in such territory, regions or locality as the case may be.

- **First Party** - GLS University
- **Second Party** - Faculty, Supporting staff, Project staff, Students, Startups and Visitors of GLS University
- **Faculty** - a person professionally qualified to carry out teaching and research at GLS University as a full-time employee, emeritus fellow, visiting professor appointed by GLS University

(Note this definition of faculty is meant only for the purposes of this document and is not intended to replace the definition of faculty in the statutes or other documents of GLS University)

- **Supporting Staff** - means a person employed full-time or part-time by GLS University to support the research, development, teaching and other supporting activities
- **Student** - means a person who has registered or enrolled as full-time student, part-time student, casual student or exchange student from other universities/colleges for Education/ innovation/ Research work
- **Project staff** - means a person employed temporarily on a contract under a research project, consultancy or any other activity carried out by GLS University
- **Third Party** - Any governmental or non-governmental organization with whom the First or the Second Party interacts for any activity with/without exchange of consideration in cash or kind
- **Activity** - Activities related to teaching, research, consultancy, generation and dissemination of information carried out by a person or University independently or collaboratively

- **Inventor(s)** - A person or a group of persons responsible for creating an IP, In case, creation of IP is associated with more than one inventor, one of them, from GLS University, would function as a Lead Inventor
- **Visitor** - A person either from India or abroad visiting under a collaborative activity or associated work at GLS University. It is expected that the visit has been approved by competent authority of the University
- **Associated Agreement** - document created with mutual consent of involved parties defining the rights, roles and responsibilities of each of the parties, for example, Memorandum of Understanding (MoU), Memorandum of Association (MoA), Research Agreement Consultancy Agreement, Nondisclosure Agreement (NDA), etc.
- **Non-Disclosure Agreement (NDA)/Confidentiality Agreement** - The agreement intends to protect proprietary or confidential information among the parties involved in executing an NDA
- **Intellectual Property** - denotes the specific legal rights which inventors and other IP holders may hold and exercise. Intellectual property includes Patents, Trademarks, Copyrights and industrial Designs each differ in its scope, purpose and effects. IPR aims to exclude third parties from exploiting protected subject matter for a certain specified duration of time without explicit authorization from the right holder.

Intellectual property rights (IPR) owners are afforded the ability to utilize or reveal their works without apprehension of relinquishing control over their utilization throughout the process of disseminating their product or invention.

IP confers a bundle of exclusive rights in relation to the particular form or manner in which ideas/information are expressed/manifested in the following and related items.

- i. New and useful scientific and technical advancements in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties etc. which are patentable.

- ii. Industrial and architectural designs, models, drawings, creative, artistic and literary works, teaching resource materials, generated records of research including thesis and dissertations which are copyrightable
- iii. Trademarks, service mark, logos etc

4. Patents

Ownership of Patent:

- GLS University shall take ownership of all intellectual property inventions, software designs, and specimens created by the creators, who encompass faculty members, research scholars, students, startups, and individuals utilizing the university's resources. The creators will be explicitly recognized as inventors in this regard
- The ownership of inventions produced by individuals during their employment at GLS University, without utilizing university resources and outside their designated responsibilities in research or teaching, shall belong to the creators. The resulting revenue from these inventions will be distributed between the creator and the university in an 80% to 20% ratio, respectively. A portion of the shares belonging to GLS University, namely 20% of the total shares, is proposed to be transferred to the Intellectual Property Rights (IPR) Cell.
- In the event that an institutional/industrial consulting financed by GLS University leads to the emergence of a patent, both the relevant industries and GLS University shall own ownership rights over the patent. However, this will not be applicable to patents that are protected by special Memoranda of Understanding (MoUs), where the course of action will be conducted in accordance with the conditions outlined in the MoUs.
- If the patent is a product of funding provided by an external organization, then the ownership of the patent will be divided between GLS University and the sponsoring agency on a case-by-case basis, in accordance with the

Memorandum of Understanding (MoU), Agreement, or Undertaking established between GLS University and the external organization.

5. Copyrights:

Ownership of the copyright:

- GLS University is entitled to claim ownership of all copyright works, including software and teaching materials, that are created by its employees. This will also be applicable for sessions/lectures delivered and recorded through online platforms such as Google Meet, Zoom, Canvas, and similar tools.
- GLS University is entitled to claim ownership of copyrights for works, including software and teaching materials, that are created by individuals who are not directly affiliated with the University, as long as the University has made a contribution in the form of resources.
- A copy of a research paper or PhD thesis that has been turned in to the university may be sent to IPR CELL, which will then try to investigate potential patentable rights in the thesis by assembling committees of experts who are qualified to do so.
- The copyright ownership held by GLS University does not diminish the rights of the creator/author to disseminate their contribution in a scholarly and intellectual manner. The creators/authors retain the power to enhance, publish, and promote their works.
- The copyrightability of computer software is contingent upon its content. The inventor of a copyrighted program may distribute it for research and educational purposes, if they have obtained a suitable undertaking. This undertaking ensures that the software will not be used for commercial reasons and will not be transferred to any other party without express consent from GLS University.

6. Trade and Service Marks

GLS University will have ownership of trade and service marks associated with goods and services related to GLS University. The utilization of GLS University's name via trademark entails a responsibility for users to adhere to specific standards and demonstrate accountability.

7. Inventor/Author/Ownership

- Inventors/Authors will own intellectual property when:
 - None of the situation defined above for GLS University-ownership of intellectual property applies
 - The production of creative works, such as popular books, poetry, musical compositions, or other artistic expressions, occurs outside the confines of an individual's designated academic domain or teaching responsibilities. Notably, these endeavors are undertaken without substantial reliance on university resources
- The ownership of copyright for theses and dissertations produced as components of students' academic programs shall be vested in the students themselves. Nevertheless, it is essential for the student to provide GLS University with a royalty-free authorization to replicate and circulate copies of the material for educational and research purposes, including sharing it with other academic institutions for educational and research dissemination.
- The ownership of software code, patentable subject matter, and other intellectual property included in the thesis/reports are governed by the circumstances outlined in the GLS University-ownership and Inventor/Author ownership policies.

8. Third-Party Ownership

- Ownership of intellectual property resulting from:
 - The disbursement of funds to GLS University, whether in part or in whole, by a third-party entity, will be subject to the precise stipulations outlined

- in the contractual agreement between such third-party and GLS University
- o The administration of exchange programs between GLS University and other institutions should be subject to the particular conditions outlined in the contractual agreement between GLS University and the respective third-party institution
 - o In case no such specific contract exists, IPR will remain with GLS University
 - GLS University shall possess a non-exclusive, irrevocable license to duplicate and use any intellectual property (IP) generated inside its premises for the purposes of teaching and research. This license is granted without any cost and is subject to maintaining the secrecy of the IP, as determined by GLS University
 - In instances when an intellectual property (IP) is generated by personnel affiliated with GLS University, either individually or as part of a team, while on deputation, official leave, or sabbatical, it is imperative that the respective GLS University people publicly notify GLS University of the IP. In instances when intellectual property (IP) include concepts or software that have been produced, either wholly or partly, using substantial resources provided by the university, GLS University will own complete or partial ownership of the IP, depending on the circumstances.
 - The filing of intellectual property applications in other nations is a common practice when inventors want to submit their application simultaneously in a foreign country alongside its filing in India. In the event that GLS University decides not to pursue protection in a particular nation as requested by the inventors, the university will transfer the intellectual property rights in that country to the inventor(s) for the purpose of obtaining such protection. For the purpose of seeking protection, individuals may consider approaching either GLS University or an attorney.

- Renewal of IP rights: The annual renewal of IP rights will be considered by a committee that has been formed by the Vice-Chancellor. In the event that GLS University chooses not to renew the IPR in any country, it will kindly consider assigning the rights of the IP in that country to the inventor(s) upon a request made by the inventor(s). Regarding patents, it is expected that the process of reassignment will be finalized approximately three months prior to the renewal deadline
- In situations where intellectual property rights have been transferred back to the inventor(s) in a particular country, GLS University will not seek any portion of the proceeds generated from that intellectual property in that country, except for any costs that GLS University has already incurred.

9. Disclosures, Confidentiality and Assignment of Rights

- The provisions of the contract regarding the disclosure of intellectual property are applicable for sponsored and/or collaborative work.
- In order to ensure proper management of intellectual property, it is kindly requested that inventors of all other IP generated at GLS University disclose their IP to the IPRSC (Intellectual Property Rights Committee) using the IPRDF (Intellectual Property Rights Disclosure Form) at their earliest convenience
- Students will be required to submit an Intellectual Property Rights Declaration Form (IPRDF), which must be countersigned by their supervisor(s)/Mentor(s), when submitting their PhD thesis or any other degree provided by the University
- The inventor is required to transfer the rights of the revealed intellectual property (IP) to GLS University before to departing from the university. Furthermore, the inventor must consent to the terms and circumstances governing the distribution of any financial gains obtained by the university via the commercialization of such IP.
- After the disclosure has been made, the inventors, including both GLS University personnel and non-GLS University personnel, are obligated to

uphold the confidentiality of the intellectual property (IP) while it is being evaluated by GLS University for potential commercialization and protection. Any disclosure or dissemination of the IP without written authorization from GLS University is prohibited.

10.Evaluation of Intellectual Property

- Evaluation of Intellectual Property will be done by the IPRSC (Intellectual Property Rights Committee) nominated by the Vice-Chancellor.
- Evaluation of IP means:
 - Assigning ownership of IP
 - Determining whether an IP is innovative and fit for filing in India and foreign countries.
 - Determining whether the IP has areas on a viable chance for commercialization
- In the event that GLS University determines it is unable to assume responsibility for the protection of the IP, it will duly assign all rights of the IP to the inventors.
- Even in such cases, GLS University may take the responsibility of facilitating protection of the IP on a case-by-case basis.
- The IPRSC will be responsible for making a decision regarding the annual renewal of IP rights. If GLS University determines not to renew the intellectual property (IP), either in full or in part, it will duly allocate the rights of the IP, as applicable, to the "inventors."

11.Maintenance of IP

- In order to safeguard the innovations created at GLS University and to provide inventors with the means to defend their intellectual property, it is a requirement for the creators to submit an Intellectual Property Rights Disclosure Form (IPRDF) to declare their innovative work. The inventors are

obligated to transfer the intellectual property rights of the revealed innovation to GLS University. The disclosure of any intellectual property-related information to GLS University is treated as confidential.

- The preservation of confidentiality will be maintained until the specified dates outlined in the contractual agreement between the relevant parties. Once intellectual property rights (IPR) have been secured, it is advisable for the innovator or creator to disseminate their work for the benefit of the general public.

12.Commercialization

- GLS University will undertake the task of promoting and advertising the intellectual property (IP) it has and seeking out possible licensees for such IP, both those for which it holds ownership and those for which rights have been transferred to it.
- In cases where exclusive rights have not yet been awarded to a third party, the inventor(s) have the option to independently reach out to possible licensees while ensuring the preservation of secrecy and taking appropriate measures to safeguard the value of the intellectual property.
- In the event that GLS University fails to effectively market the intellectual property within a reasonable timeframe, the inventor(s) retain the option to request the transfer of rights for the invention(s) from GLS University.

13.Infringements, Damages, Liability and indemnity/Insurance

- GLS University should, as a matter of policy, include provisions in any contractual agreement with the licensee that aim to secure indemnification from any legal procedures. These proceedings may arise due to various factors, such as manufacturing defects, production issues, design guarantees, obligations related to upgrading, and debugging.

- GLS University will also require the inclusion of an indemnification provision in the agreements with licensees when transferring technology or intellectual content.

14.Fees

In all instances when GLS University obtains intellectual property (IP), the university will assume responsibility for paying the associated expenses. If the patent is a joint patent including a sponsoring agency and inventor(s), the cost of patenting will be determined by mutual discussion and agreement, taking into consideration the specific kind of intellectual property involved.

In the event that the opposing party does not demonstrate a willingness to engage in the aforementioned procedure, GLS University has the option to either proceed with the intellectual property (IP) by fulfilling the financial obligations for its whole duration or to retract the application for patent protection, at its own discretion.

15.Transfer of IP

- GLS University will make efforts to seek possible licensees for the intellectual property (IP) that it has ownership of. In general, it is assumed that creators would facilitate the transfer of intellectual property. GLS University has the authority to engage in contractual agreements with technology management agencies that specialise in the monetization of intellectual property (IP). If the third party has not been granted exclusive rights to intellectual property (IP), the inventor has the option to engage in a contract with possible licensees independently. This should be done while ensuring confidentiality and taking precautions via a Non-Disclosure Agreement, with the approval of GLS University.
- The individual who has conceived or developed a creation has the primary entitlement to establish the terms and circumstances that are deemed acceptable by GLS University.

16.Revenue Sharing

GLS University shall get a credit of 30% of the overall income, regardless of the source of payment, derived from the commercial use of its intellectual property. Seventy percent of the proceeds must be allocated to the Inventor/Creator.

A portion of GLS University's allocation, namely 10%, will be allocated to the respective Department with the aim of promoting and supporting research and development activities. A portion of 20% may be allocated for the transfer of funds to the Intellectual Property Rights (IPR) Cell, which is responsible for conducting operations relating to IPR.

- The net earnings from the commercialization of IP owned by GLS University would be shared as follows:

Case	Net earnings	Inventor(s) Share	GLS University Share %
1	For the first amount Z	70	30
2	For the first amount Z	70	30

- It is recommended that the starting value of variable Z be set at 70%. The yearly declaration of the inventor(s) share will result in distribution to the inventor(s) or their legal heirs, regardless of their current affiliation with GLS University.
- The co-inventors of intellectual property (IP) are required to sign a Distribution of IP profits Agreement at the time of disclosure. This agreement will outline the specific percentage distribution of profits from the IP to each co-inventor. The inventors have the ability to modify the distribution of intellectual property earnings agreement by mutual agreement at any given moment.

17.Powers to Amend IPR Policy

The IPRSC of GLS University shall possess the authority to modify the IPR policy or introduce a new policy whenever deemed appropriate. This phenomenon may occur due to shifts in governmental policy or other domestic and global events, such as treaties and judicial rulings. The revised policy will be implemented for all members of the faculty, students, project staff, supporting staff, startups, and visitors.

18.Responsibility to Create/Amend Procedure & Processes for Implementation of IPR Policy

GLS University, in collaboration with its IPRSC, will be empowered to establish and modify administrative processes as necessary to meet evolving requirements. This may involve creating administrative bodies and assigning roles and responsibilities to individuals or existing entities. These measures aim to develop comprehensive procedures and support the effective implementation of GLS University's IPR policy.

19.Conflict of interest

Inventors have the responsibility of adhering to governmental regulations and the laws and ordinances of the academic institution with regard to the creation and utilization of intellectual property. In the context of implementing the university's intellectual property rights (IPR) policy, it is intended that all faculty members and inventors should refrain from engaging in possible conflicts of interest that may arise.

The inventor(s) must state any conflict of interest or prospective conflict of interest. In the event that the individual(s) responsible for inventing a product or technology, as well as their immediate family members, have a financial interest in a business that has obtained or is seeking a licence for such invention, it is mandatory for them to declare the extent of their financial interest in the aforementioned firm. In light of these conditions, it is essential for the inventor(s) to ensure that their commercial

endeavours do not negatively affect their obligations in teaching, research, and other institutional duties.

20. Dispute Resolution

If any disagreements arise between GLS University and the inventors over the execution of the Intellectual Property Rights (IPR) policy, the party that feels wronged has the option to seek resolution by appealing to the Intellectual Property Rights Steering Committee (IPRSC) of GLS University. Diligent endeavours should be undertaken to effectively attend to the grievances of the affected party. The ultimate and binding decision would be made by the Vice Chancellor in relation to this matter.

21. Jurisdiction

GLS University has the prerogative to determine its involvement in any legal proceedings related to patent disputes and licence infringements. It is expected that inventors maintain a comprehensive laboratory notebook to document and preserve records of their research activities. It is advisable to affix signatures, dates, and, where feasible, witness endorsements to descriptions of finds.

22. IPR Standing Committee (IPRSC) and its Role

The IPR Standing Committee will serve as the central administrative entity responsible for developing comprehensive processes to effectively administer the intellectual property rights (IPR) policy of GLS University. The IPRSC would further engage in the arbitration of appeals and address any inquiries for more clarity. The IPRSC will consist of the following members:

Vice-Chancellor/Provost	: Chairman
Registrar	: Member
Dean/s	: Member
Technical Expert/s	: Member
IPR Expert/s	: Member
E-Cell/ Incubation Centre	: Member

IPRSC suggested role would include the following:

- To create expert groups in different subject domains for assessing and recommending proposals for IP filing. [Note: this assessment step can be skipped in case the costs of filing are borne by an external funding source including sponsored project or consultancy.
- Create and finalize procedures, forms (and guidelines) for implementation of the IPR policy at GLS University
- Evolve proper procedures and guidelines for good practices for record keeping enabling efficient IP filing and protection
- Create and finalize draft agreements to facilitate IP protection by GLS University
- Provide guidelines for IPR related documentation including creating infrastructure for the same
- Formulate programs for educating faculty/students/supporting staff/project staff/visitors about IPR and other associated issues
- Approach funding agencies, venture capitalists etc. for funds for promotion of IPR activities at GLS University
- Tie-up with organizations for filing, licensing/assigning of IPR on revenue sharing basis.
- To provide waivers and release of IPR to Inventor(s) and/or Third party (ies) within the framework of IPR policy of GLS University
- To evolve modalities of financing of IP related activities at GLS University
- Redress any conflict grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IPR policy and interpretation of various clauses of IPR policy

- Investigate the matter of violation/infringement of any intellectual property rights related to GLS University and make recommendations to the Vice Chancellor for resolution of such violation/infringement
- Deal with any relevant issues arising out of promotion as well as implementation of IPR policy
- IPRSC may appoint committee(s) or expert group(s) with members from within and/or outside GLS University to seek their opinion in carrying out any of the above responsibilities.