

GOVERNMENT COLLEGE OF ENGINEERING

AURANGABAD

CHHATRAPATI SAMBHAJINAGAR



DRAFT INTELLECTUAL PROPERTY RIGHTS POLICY

2024

**Government College of Engineering Aurangabad,
Chhatrapati Sambhajinagar**

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PREAMBLE

Government College of Engineering, Chhatrapati Sambhajnagar (GECA) is an autonomous engineering institute of the Government of Maharashtra. Established in 1960, the Institute runs various full-time and part-time undergraduate and post-graduate programmes. In consonance with the Institute's motto, "In Pursuit of Excellence", the Institute undertakes myriad initiatives, activities and research projects to contribute to the rapidly globalizing and technologically savvy world.

The activities of the Institute are based on knowledge and intellectual exercise. In an era of domination by technology, where values and perception change briskly, educational institutes and particularly The Institute has to nurture and preserve the essential spirit of academics and at the same time has to move ahead, accepting the realities of the business and knowledge economies, created and sustained with the knowledge generated, protected and disseminated under the umbrella of various Intellectual Property regimes.

The Institute acknowledges the role of numerous stakeholders in the creation of its Intellectual Property (IP), namely the government, public, researchers, faculty, staff, research students, postgraduate and graduate students, guest researchers, sponsors, technology transfer units and the national IP offices. Being a public educational institute, interests of the various stakeholders have been attempted to be taken care of.

GECA recognizes the importance of innovations and assists in translating them into products, processes and services for both commercial benefits and achieve the widest public good. The features of this IP Policy aim to meet such needs and enable the Institute to achieve its vision. The Institute's IP policy is designed to identify, protect and leverage the bouquet of IPs that is generated from research – patents, copyrights, design rights and trademarks amongst others, that serve the purpose of knowledge diffusion and commercialization.

PART I

1. INTRODUCTION

Intellectual property plays an important role in providing a competitive edge to an organization. The intangible assets of an organization - such as know-how, inventions, brands, designs and other creative and innovative products - are, today, often more valuable than its physical assets. Keeping this in mind, The Intellectual Property Rights Policy Document (hereinafter referred to as the Policy) of the Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar (hereinafter referred to as the Institute) seeks to provide guidance to academic and non-academic staff, students, scholars and outside agencies on the practices and the rules of the Institute, regarding Intellectual Property Rights and obligations which include the nature of the Intellectual Property, its ownership, exploitation, technology transfer and confidentiality requirements. The Policy laid down in this Document is expected to fulfill the commitment of the Institute to promote academic freedom and provide a conducive environment for research and development.

2. PURPOSE

The material put forward in this document relates to an IPR Policy (and related administrative procedures) with the objectives that:

1. It provides a conducive environment leading to development of intellectual property;

2. It enables GECA(Institute) to discharge its primary responsibility of fostering, stimulating and encouraging creative activities in the area of science and technology in the widest sense;
3. It lays down the norms to protect the legitimate interest of faculty/students/ project staff/ supporting staff /visitors of GECA and the society in a rational manner consistent with the 'commitment' of GECA and the 'role' assigned to it by the society.
4. It provides a transparent administrative system for the ownership, control and transfer of the intellectual property created and owned by the Institute;
5. It shares a global perception of practices related to intellectual property retaining national identity and local constraints, avoiding as far as possible 'conflict' of opposing interests.
6. Make the creator of IPR aware of the applicable laws and rules for ensuring their compliance; and,
7. It takes into consideration the sustainable use of bio-resources and conservation of biodiversity.

8. The Policy promotes fair use of traditional knowledge while recognizing local traditional knowledge stakeholders and benefit sharing.

3. OBJECTIVE

- 1.To promote academic freedom and safeguard in creation of intellectual property at the Institute;
- 2.To provide a comprehensive single window reference system for all intellectual property rights issues relating to intellectual property generated at the Institute;
- 3.To safeguard the interest of creator of intellectual property and provide fair distribution of returns accruing from the commercialization of IPR;
- 4.To help in introducing prudent IP management practices within the Institute to promote an IPR culture;
- 5.To provide legal support, wherever necessary, to defend and protect the intellectual property rights obtained by the Institute against any infringement/unauthorized use;
- 6.To create an environment for acquiring new knowledge through innovation and research, compatible with the educational mission of the Institute;

- 7.To preserve the academic freedom to publish the research results and to make them aware that if they do decide on public release, the patent system cannot be brought into play thereafter;
- 8.To ensure that once they decide to explore the prospects of Commercialization of IP, they must disclose it to the Institute, while continuing to keep the information confidential until patent applications are being processed; and
- 9.To ensure the release of institute's rights relating to an IP, back to the researcher where Institute decides not to pursue the opportunity for commercialization.

4. TYPES OF INTELLECTUAL PROPERTY RIGHTS

1. Patents
2. Copyright
3. Trade/Service Marks
4. Industrial Designs
5. IC Layout Designs
6. Plant Variety and Other Biotechnology Related Inventions
7. Geographical Indications and Traditional Knowledge

5. NATIONAL ACTS/ RULES GOVERNING VARIOUS INTELLECTUAL PROPERTIES

1. Indian Patents Act, 1970 and Rules;

2. The Trade Marks Act, 1999 and Rules;
3. Indian Copyright Act, 1957;
4. The Designs Act, 2000;
5. The Protection of Plant Varieties and Farmers' Rights Act, 2001;
6. Semiconductor Integrated Circuits Layout-Design Act, 2000;
7. The Biological Diversity Act, 2002;

And any other Rule, Policy, Notification, Agreement, Convention, Treaty signed and ratified by India shall be considered to be the applicable law in force with respect to Intellectual Property.

6. SCOPE OF THE POLICY

This Policy covers all rights arising from Intellectual property devised, created or made by the staff and the students, in the course of their employment by the Institute irrespective of the eligibility of these rights for registration. The IP arising from academic research includes patents, designs, trademarks, service marks, copyright, know-how and undisclosed information.

PART II

1. DEFINITIONS

a. Activity: Activities related to teaching, research, consultancy, generation and dissemination of information carried out by a person or an institution independently, or collaboratively.

b. 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, Non-Disclosure Agreement (NDA), etc.

c. Copyright: is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings.

d. Creator: An individual or a group of individuals at the Institute, who make, conceive, reduce to practice, author, or otherwise make a substantial intellectual contribution to the creation of any intellectual property. "Creator" includes an "inventor" in the case of inventions under Patent Law, an "author" in the case of works falling under the Industrial Designs Law and/or Copyright Law. In the case of intellectual property owned by the Institute as work-for-hire, the creator shall retain only the moral right to be identified as such.

e. Course Material: All materials used in, or in connection with, and for the purpose of, teaching an education course through the provision of lectures, seminars, workshops, field or laboratory classes, assessments, practicums and other teaching activities conducted by the Institute and all IP in such materials.

f. Disclosure: When the creators believe that they have created a patentable invention or an intellectual property with potential for commercialization using Institute-supported resources, they shall report it promptly in writing along with relevant documents, data and information, to the Institute through the appropriate authority using the IP Disclosure Form provided by the Institute. Disclosure is a critical part of the IP Protection process for claiming inventorship. The information shall constitute a full and complete disclosure of the nature, particulars and other details of the intellectual property, identification of all persons who constitute the creators of the property and a statement of whether the creator believes he or she owns the right to the intellectual property disclosed, or not, with reasons. When there are different creators of components that make up a system, the individual creators and their contributions must be identified and treated separately. In case of collaborative and/or sponsored work the provisions of the Contract pertaining to the disclosure of the creative work is applied. By disclosure the inventor shall assign the rights of the disclosed invention to the Institute.

g. Faculty: means a person professionally qualified to carry out teaching and research at GECA as a whole-time employee, Emeritus fellow or Visiting professor appointed by GECA.

(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 GECA.

h. Fair Use: Fair dealing with a literary, dramatic, musical or artistic work that is not a computer program is not an infringement of copyright.

i. Fair Dealing: Includes anything excluding a computer program that is used for the purpose of:

- a. Private or personal use, including research
- b. Criticism or review of that work or any other work
- c. Reporting on current events and affairs, including reporting on a lecture given in public.

j. Financial Resources: include resources provided by the Institute over and above the regular salary/perks as per employment/enrollment/sponsorship contract or over and above the scholarship provided to students/research scholars. Exception: Honorary fellowships, awards, prizes, grants, assistantships and scholarships and facilities built up with such funds, will not constitute Institute-supported resources. Use of infrastructure developed by creators using their own funds, like their own earnings through consultancy, royalty proceeds, etc. will not constitute use of Institute-supported resources. Following shall be considered as Financial Resources of the Institute:

- Funds provided by the Institute to maintain, secure and enforce rights in intellectual property

- Funds specifically provided by the Institute to the creators to scale up or reduce to practice a particular patentable intellectual property
- Funds provided to commercialize and/or exploit intellectual property

k. Geographical Indication: 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.

l. IC Layout: means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.

m.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.

n. Institute: Institute shall mean Government College of Engineering Aurangabad, Chhatrapati Sambhajanagar for the purpose of this document.

o. Institute Supported Resources: The special facilities and equipment, specific funding, Intellectual Property, and infrastructure already owned by the Institute, requisitioning the time and labour of students and staff through the Institute's administrative channels, or at the Institute's instance and expense, remission by the Institute of any or all of the normal duties of staff or students to provide time or resources for the purpose of generating Intellectual Property. In particular the financial resources and the Intellectual Property resources will constitute the Institute Supported Resources.

p. Intellectual Property: refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce. Intellectual Property involves patents, copyrights, trade or service marks, trade secrets, geographical indications, IC layouts, industrial designs etc.

q. Intellectual Property Rights: means ownership and associated rights relating to intellectual property, including patents, rights in utility models, plant breeder rights, rights in designs, trademarks, topography rights, know-how, trade secrets and all other intellectual

or industrial property rights as well as copyrights, either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

r. Inventor: 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 GECA, would function as a Lead Inventor.

s.Net Income: Income including all license fees, royalties and any other monies received by the Institute, arising from the commercialization of Intellectual Property less all expenses incurred in connection with the protection and commercialization of Intellectual Property at the Institute.

t. Non-Disclosure Agreement: The agreement intends to protect proprietary or confidential information among the parties involved in executing an NDA.

u. 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.

v. Plant Variety: means a plant variety which is novel, distinct and shows uniform and stable characteristics.

w. Project Staff: a person or persons employed temporarily on a contract under a research project, consultancy or any other activity carried out by the Institute.

x. Researcher: Includes:

- i. Students, including graduate and postgraduate, and doctorate students of the Institute
- ii. Persons employed by the Institute, including student employees and technical staff
- iii. Any persons, including visiting scientists who use the Institute resources and who perform any research task at the Institute or otherwise participate in any research project administered by the Institute, including those funded by external sponsors.

y. Revenue: Legally binding fees due from a licensee to a licensor in exchange for the continued use of the licensor's IP and other assets.

z. Royalty Sharing: Distribution of net income generated from commercialization of Intellectual Property

aa. Spin-Off: Means a company established for the purposes of exploiting Intellectual property originating from the Institute.

bb. Student: Individuals who are part of undergraduate and post-graduate programs and who are not employees of the Institute.

cc. Supporting Staff: A person employed full-time or part-time by the Institute to support the research, development, teaching and other supporting activities (including administrative activities) of the Institute.

dd. Technology Transfer: The process of transferring skills, knowledge, technologies or methods of manufacturing emanating from research conducted at universities or research institutions to other users to ensure that scientific and technological developments are accessible to a wider range of users who can then further develop and exploit the technology into new products, processes, applications, materials and services.

i. Formal Transfer: carried out through the channels established and controlled by the university staff, legalized through contracts including patenting, licensing, spinout creation, joint research, contract research and academic consulting

ii. Informal Transfer: Channels not legalized by signing a contract including networking with potential investors or licensees, conferences, showcasing of technologies and marketing of institute outputs.

ee. 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.

ff. Trade 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.

gg. Traditional Knowledge: Knowledge, know-how, skills and practices developed, sustained and passed on from generation to generation within a community, often forming part of its cultural or spiritual identity.

hh. Visitor: A person either from India or abroad visiting under a collaborative activity or associated work at GECA. It is expected that the visit has been approved by competent authority of GECA.

ii. Work Commissioned/Outsourced: work commissioned by GECA to a creator or group of creators either employed by the Institute or invited from outside GECA with or without any consideration in cash or kind. Typical examples of GECA commissioned works are: a. Design work, b. Artistic Work, c. Engineering/Architectural Models, d. Computer Software e. Reports based on surveys and analysis, f. Video works.

jj. Work For Hire: The work (or a product) originated from GECA and is meant for the specific purpose of GECA and produced by (a) an author during his/her employment at GECA or (b) non-employee under contracted work by GECA.

2. APPLICATION OF IPR POLICY

The IPR Policy shall be deemed a part of the conditions of employment for every employee of the Institute and a part of the conditions of enrolment and attendance of students at the Institute, students on enrolment, and to all existing staff and students.

Further, the Institute reserves the right to amend the IPR Policy as and when such need arises/deemed fit.

All potential creators who participate in sponsored research and/ or make use of Institute-supported resources shall abide by this Policy and shall accept the principles of ownership of intellectual property as stated in the Policy unless an exception is approved in writing by the Institute.

All creators of intellectual property shall execute appropriate documents required to set forth effectively the ownership and rights as specified in this Policy.

PART III

1. ACTIVITIES RESULTING IN CREATION OF INTELLECTUAL PROPERTY

Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar is engaged in different types of Research and Development (R&D) activities which may lead to creation of Intellectual Properties:

1.1 Research conducted by the faculty/student/project staff/supporting staff/ visitor in the normal course of their employment or enrolment at the Institute with funds provided by the Institute. This also includes the research projects undertaken by students under the supervision of a faculty member.

1.2 Research undertaken by a faculty member/ student/ project staff/ supporting staff/ visitor from funds coming from a sponsor such as the Government of India, state governments, international agencies or foreign governments etc.

1.3 Collaborative research undertaken with other institutions including government departments and agencies, PSUs and private companies located in India or abroad.

1.4 Any combination of the above.

2. OWNERSHIP OF INTELLECTUAL PROPERTY

Continuous research and education, exchange of knowledge of information and dissemination of the same hold the potential for creation of new Intellectual Property which need to be protected, developed, transferred and commercialized for the benefit of the society.

Information about the newly created intellectual property should also be disseminated at the earliest for the benefit of the scientific community. Clear Ownership of newly created intellectual property ensures that these goals are met while protecting the interest of both the creator and the society at the same time.

Like all other properties, the avenues of selling, renting, licensing, assigning the property are available for intellectual property as well for earning revenue and other allied purposes. Commercialization of intellectual property offers a crucial avenue for inventors, creators and owners of intellectual property to benefit from their intellectual creation and further the cause of various academic, artistic and scientific disciplines.

Ownership of intellectual property entails certain costs associated with registration, maintenance, renewal etc. as defined by the national legislations. Ownership has to be acquired independently and separately in every country as intellectual property is governed by the

principle of territoriality. Renewal and maintenance too entail costs in every jurisdiction.

3. GENERAL PROVISIONS FOR OWNERSHIP

a. Employees of the Institute

i. All rights in Intellectual Property devised, made or created by an employee of the Institute in the course of his or her duties and activities of employment shall generally belong automatically to the Institute.

ii. The Institute shall be named as the Inventor/Co-Inventor for all the Intellectual Property created by the employee of the Institute. It shall also be mandatory for the Inventor to mention his affiliation with the Institute.

iii. If an employee of the Institute creates Intellectual Property outside the normal course of his or her duties of employment, with the significant use of Institute Resources he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to the Institute as consideration for the use of Institute Resources.

b. Employees Pursuing Research Activities at Other Institutions

i. Rights related to Intellectual Property that is created during an academic visit by the employee of the Institute to another institute shall be governed by an agreement between the Institute and the other

institute. If the Institute's IP Rights are not affected, the IP created during the visit shall belong to the other institute unless otherwise provided in an agreement.

c. Students

i. Students who are not employed by the Institute shall own all Intellectual Property and associated IP Rights they create in the normal course of their studies. However, the following exceptions shall apply.

ii. If a student is offered a studentship sponsored by a third party under a separate agreement, under which the third party has a claim on Intellectual Property arising from the studentship, the student must agree that the Intellectual Property shall initially belong to the Institute and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.

iii. Intellectual Property created by students in the course of, or pursuant to, a sponsored research or other agreement with a third party shall initially belong to the Institute and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.

iv. If a student creates Intellectual Property with the significant use of Institute Resources in connection with his or her research activity, he

or she will be deemed to have agreed to transfer the IP rights in such Intellectual Property to the Institute as consideration for the use of Institute Resources.

v. The Institute shall claim ownership of all Intellectual Property created in the course of postgraduate (doctorate) students' research activity.

vi. Students shall be given the option to assign IP Rights to the Institute and shall then be granted the same rights as any employee Inventor as set out in this Policy. In such cases students should follow the procedure laid down in this Policy. To be put as a separate point after the bullets.

All rights in Copyrighted Works are owned by their creators regardless of the use of Institute Resources. Copyrighted Works specifically commissioned by the Institute or developed in the performance of a sponsored research or other third-party agreement shall constitute an exception where the provisions of such agreements shall be taken into account.

If the Institute cannot, or decides not to, exploit any Intellectual Property to which it lays claim, it shall forthwith notify the Inventor(s). The notification shall be made at least one month prior to any act or any intentional omission liable to prevent the obtainment of protection. In such cases the Inventor(s) shall have the option to

acquire related IP Rights; however, the Institute may claim a share from the income of any subsequent exploitation of the Intellectual Property to the extent equaling the verified expenditures of the Institute incurred in connection with the protection and commercialization of such IP. The Institute may also claim for a perpetual non-exclusive royalty-free license for research purposes without the right to business exploitation and without the right to sub-license. The Institute may also claim for a percentage of any net income generated by the Inventor(s) from the commercialization of the Intellectual Property. The Institute shall not unreasonably withhold or delay an assignment of the IP Rights to the Inventor(s); however, it reserves the right to delay exploitation where it is in its interests to do so.

4. SPECIFIC PROVISIONS FOR OWNERSHIP

4.1 COPYRIGHT

The Institute will not own the rights in copyrighted works such as books, articles, monographs, lectures, speeches and other communication produced by the staff in the course of research and teaching using the Institute's resources. Ownership of copyright of all copyrightable work shall rest with the author with the following exceptions:

4.1.1 TEACHING/COURSE MATERIAL

- a. Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar acknowledges that the author is the owner of teaching

materials, created for teaching purposes during the author's engagement with/stay at the Institute.

b. However, the Institute shall have the right to use the material under the fair use provision under the Indian Copyright Act, 1957 for academic, research and any other allied purposes.

c. Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar is not liable for any of the copyright violations by its personnel for the content created. The author is expected to carry out the due diligence in the course of content creation.

4.2 COPYRIGHT OWNED BY STUDENTS

4.2.1 THESIS

a. The student is the original creator of the thesis/ dissertation, fine-tuned with relevant contribution of the supervisor(s) and the copyright authorship rests with the student creator.

b. The ownership is jointly held by the student creator and the supervisor(s) concerned. The Supervisor(s) can waive off their joint ownership if desired. Relevant forms will be made available for such waivers.

c. If there is possibility that the research carried out in the course of the study program may result in generation of intellectual property

other than the text of the thesis, Supervisors should advise the students accordingly as the IP so created may require protection for its commercial value for which the student may have to forego publication during the period of sealing of patent. Care should be taken to see that no conflict of interest arises between the student's academic activities and the generation of IP.

d. Where the thesis of the student contains details of commercialize-able IP, the Institute, the supervising teacher and the student must agree to keep the thesis, in part or whole, and all relevant documents, confidential until the process of securing statutory protection for the intellectual property is complete. It should be noted that the submission of the thesis for examination does not violate confidentiality.

e. The student and the supervising teacher shall grant a non-exclusive, non-transferable royalty free-license to the Institute to use, in the course of non-commercial academic activity, the records generated in the course of student's research.

f. Both the student and the faculty supervisor(s), where applicable, have the right to first refusal for any further adaptations and other derivative work that is intended to be done by either of the parties. They are given three months' time from the day the official request submitted, to exercise their right to refusal. The official request should include at the minimum the adaptations identified.

g. Failure to respond within the time duration of three months will be deemed to be an acceptance of the proposal presented. Either party can approach GOVERNMENT COLLEGE OF ENGINEERING AURANGABAD, CHHATRAPATI SAMBHAJINAGAR towards the resolution. The Principal of GOVERNMENT COLLEGE OF ENGINEERING AURANGABAD, CHHATRAPATI SAMBHAJINAGAR authorizes the formation of a panel under the Principal for a resolution process.

h. Irrespective of any agreement, GOVERNMENT COLLEGE OF ENGINEERING AURANGABAD, CHHATRAPATI SAMBHAJINAGAR reserves the right to use the thesis for educational and research requirements. GOVERNMENT COLLEGE OF ENGINEERING AURANGABAD, CHHATRAPATI SAMBHAJINAGAR may not prefer the use of NDA for its thesis evaluation.

i. The Institute gets an automatic right to display the thesis in soft and hard forms.

j. Students who wish to publish their thesis, prior to submission for an academic degree, as a book or any other topic of publication are required to seek prior written approval from GOVERNMENT COLLEGE OF ENGINEERING AURANGABAD, CHHATRAPATI SAMBHAJINAGAR.

4.3 BOOKS, ARTICLES AND RELATED LITERARY WORKS

GOVT. ENGINEERING COLLEGE, AURANGABAD encourages its personnel to spread knowledge and books, technical articles etc. are ways in which this vision can be achieved. In this respect, GOVERNMENT COLLEGE OF ENGINEERING AURANGABAD, CHHATRAPATI SAMBHAJINAGAR does not claim ownership of copyright on books authored by GOVERNMENT COLLEGE OF ENGINEERING AURANGABAD, CHHATRAPATI SAMBHAJINAGAR personnel. In cases where the books are related to the multiple research groups/ faculty teaching the course in the Institute, it is expected that the interested author shall get the relevant no objection certificate from co-authors/ other contributors. Use of GOVERNMENT COLLEGE OF ENGINEERING AURANGABAD, CHHATRAPATI SAMBHAJINAGAR logo on any personal publications by the faculty / staff / student is prohibited. In cases of Institute designated works and other works like the content development program, the ownership rests with GOVERNMENT COLLEGE OF ENGINEERING AURANGABAD, CHHATRAPATI SAMBHAJINAGAR

4.4 OTHER EXEMPTIONS

- i. If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IP, made in contracts governing such activity, shall determine the ownership of IP.
- ii. The Institute shall be the owner of the copyrighted work, including softwares created by the Institute personnel with significant use of

Institute resources. The Institute may demand assignment of the copyright in such software in whole or in part depending on the degree of institute supported resources used in producing the copyrightable work.

4.5 PATENTS

This section refers to intellectual property that is patentable or protectable by confidentiality agreements.

i. The Institute will not require to be assigned to it the intellectual property created by the creator(s) where there is use of usual Institute supported resources only.

ii. The Institute will require to be assigned to it such intellectual property as is created by the creators through the use of Institute-supported resources. In this case, the Institute will take steps to commercialize the property through patenting or agreements. Where a patent is applied for, the creator shall agree to maintain all relevant details of intellectual property secret and confidential until the patent application is filed. In the case of protection through confidentiality, the same information will be kept secret and confidential as long as the intellectual property has commercial value.

The creator shall furnish such furnish such additional information and execute such documents from time to time as may be reasonably

requested for effective protection and maintenance of proprietary rights of the Institute in the intellectual property.

iii. The creators of Institute owned intellectual property shall retain their right to be identified as such unless they specifically waive off this right in writing.

iv. Royalty accruing or any type of payment received from the commercialization of the Institute-owned intellectual property will be shared between the Institute and the creators as per the provisions of the Royalty Sharing Agreements as specified in this Policy.

4.6 TRADEMARK(S)/ SERVICE MARK(S)

The logo of Government College of Engineering Aurangabad, Chhatrapati Sambhajnagar shall be the Trademark of the Institute. It is to be noted that the logo of Government College of Engineering Aurangabad, Chhatrapati Sambhajnagar shall not be used in any private communication of any of the personnel of the Institute. Official activities that are part of the officially recognized bodies of Government College of Engineering Aurangabad, Chhatrapati Sambhajnagar, web pages hosted on the Institute's domain, project websites and reports in which Government College of Engineering Aurangabad, Chhatrapati Sambhajnagar is a project member and student thesis are allowed to use the Institute's logo by virtue of their official association with the Institute.



The use of Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar logo or the Institute's name in full or partially for any other activity must be duly approved by the concerned authorities of Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar.

4.7 TRADE SECRETS AND KNOW-HOW INFORMATION

Trade secrets and know-how currently fall outside the purview of legislative protection in India under the current IP regime. It is of utmost importance for the owners of such secrets and know-how that they maintain confidentiality through Confidentiality or Non-Disclosure Agreements with other parties. Such confidential information shall not be reproduced or used in any work without the express written permission of the owner of such information.

Trade secrets and know-how should be exchanged with third parties in writing through a Disclosure Notice in order to keep a record of time and extent of the disclosure.

4.8 PROTECTION OF BIODIVERSITY AND TRADITIONAL KNOWLEDGE

Government Engineering College, Aurangabad affirms that it abides with the national laws on biodiversity and traditional knowledge. Inventor(s) has/have to ensure that the provisions under the national laws on biodiversity and traditional knowledge are not violated during the course of securing any IP protection or use of such knowledge.

The Institute shall strive to market the IP and identify potential licensee(s) for the IP to which it has ownership. The creator(s) are expected to assist in this process.

The Institute may contract the IP to Technology Management Agencies (Government/Private), which manages the commercialization of the IP.

For the IP for which exclusive rights have not been already assigned to a third party, the creator(s) may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care so as not to affect the value of the IP through appropriate agreements such as Non-Disclosure Agreement (NDA) with the potential licensee(s) during technology marketing discussions.

If the Institute is not able to commercialize the IP in a reasonable time frame, then it may reassign the rights of the IP to the creator(s) of the IP. Alternatively, if the Institute has not been able to commercialize the

creative work in a reasonable time frame, the creator(s) may approach the Dean, R&D for the assignment of rights of the invention(s) to them.

PART IV

1. COMMERCIALIZATION OF INTELLECTUAL PROPERTY

- i. The Institute encourages its Researchers to identify research results with potential commercialization value and which may enhance the reputation of the Institute through bringing them to public use and benefit.
- ii. The person or department designated by the Institute is responsible for the protection and commercialization of the Institute's Intellectual Property. The Inventor(s) however, shall be consulted in each phase of the procedure.
- iii. Researchers shall be required to present in writing the draft publications containing scientific results to the relevant Head of Department before publishing them, and shall state in writing that, to the best of their knowledge such works do not contain any results for which protection may be obtained or which can be exploited in any way.
- iv. Researchers, including employees, students and Visiting Researchers are obliged to disclose all Intellectual Property to the person or department designated by the Institute.

v. Copyrighted Works shall be excluded from the disclosing obligation except for those which were developed in the performance of a sponsored research or other third-party agreement.

vi. Since protection and successful commercialization of Intellectual Property might depend on prompt and efficient administration, Inventors are required to disclose all potentially exploitable Intellectual Property as soon as they become aware of them. The disclosure must be made in writing by completing the Intellectual Property Disclosure Form available from the person or department designated by the Institute.

vii. Inventors shall fully disclose all research activities and results relevant to the Intellectual Property and provide information about themselves, in particular the percentage of their contribution to the creation of the Intellectual Property and the circumstances under which it was created. The detailed description of the Intellectual Property shall be presented in such a manner that the inventive activity involved and its novelty as well as its susceptibility of industrial application become explicit and clear-cut for a person skilled in the art.

viii. In case of incomplete disclosure, the form may be sent back to the Inventor(s) requesting for additional information. The date of disclosure shall be the day on which the person or department designated by the Institute receives the full disclosure signed by all Inventors.

ix. If an Inventor is in any doubt whether an Intellectual Property is potentially commercially exploitable, then the Inventor should submit a disclosure to the person or department designated by the Institute for consideration prior to making public disclosure of the Intellectual Property.

x. Premature disclosure may compromise the protection and commercialization of Intellectual Property. To avoid any loss of potential benefits, Researchers are required to make reasonable efforts to identify Intellectual Property early in the development process and consider the consequent impacts of any public disclosure.

xi. After full disclosure of all relevant information the person or department designated by the Institute shall record the Intellectual Property in its register.

xii. Commercial decisions, such as the ones concerning the terms of an assignment/licensing agreement or establishment of a spin-off enterprise, shall be taken on a case-by-case basis by the person or committee designated by the Institute, giving due consideration to all circumstances.

xiii. Expenses incurring in connection with the protection and commercialization of intellectual Property shall be borne by the Institute.

2. POLICY FOR LICENSING AND ASSIGNMENT

Licensing Intellectual Property to a third party is the most common way for technology transfer leading to commercialization. There are various modes of licensing enumerated as follows:

- i. **Exclusive Licensing:** The IP is licensed to only one licensee, that is, only the licensee is authorized by the licensor to use and exploit the IP. The licensor is excluded from using the licensed IP.
- ii. **Sole Licensing:** The licensor licenses the IP owned by him to only one licensee, but unlike in an exclusive license, the licensor can also use the IP.
- iii. **Non-Exclusive Licensing:** The licensor is permitted to enter into agreements with more than one entity for use and exploitation of the IP. In other words, the same IP may be used by many licensees at the same time for the same purpose or for different purposes.
- iv. **Sub-licensing:** It is applicable when a licensee wishes to further license the IP to another party or parties.

3. POLICY FOR IP LICENSING AND ASSIGNMENT FOR START-UP VENTURES

In order to encourage commercialization of IP registered and owned by the Institute, inventor(s) of such IPs shall be encouraged to promote a start-up company (following the guidelines established by GECA, Chhatrapati Sambhajnagar) for developing a business proposition leveraging the IP under consideration.

For this purpose, the Start-up can also be accommodated at the AnkurGECA Incubation Centre Foundation (AICF) at the Institute, if so desired by the inventor(s), after critical appraisal of the Business Plan as per applicable procedures of the Institute.

The start-ups in the specified instances shall be licensed the IPs owned by the Institute on a limited exclusivity basis initially for a period of 2 years.

The Licensing fee may be decided depending on the nature of funding available for such a venture including the possibility of making the know-how/technology available even without any license fee. However, all such licensing should be accompanied by an appropriate agreement and a monitoring mechanism. The limited exclusivity period, the Start-up shall not have any rights to sub-license to any third party.

Once the Start-up becomes commercially viable during the limited exclusivity period, the license agreement shall be revisited and modified to become an exclusive license agreement for an extended period of time with provisions for royalty, the quantum of which shall be determined by the Institute.

In case the start-up fails to achieve commercial breakthrough within the allotted period, the exclusivity of the license to the start-up shall be forfeited.

Further, as any entity set-up under the AICF is an independent commercial entity, the Institute would not have any rights to IP/Know-how developed within the entity unless covered by an explicit agreement.

4. GUIDELINES FOR LICENSING OF IP

- i. Generally, no entity shall be granted exclusive license for the development or commercialization of intellectual property owned by the Institute.
- ii. If an entity is granted exclusive rights with respect to a particular IP, the same should be for a limited period to obviate the possibility of misuse/non-use of that right.

iii. Sub-licensing must be specified whether it is permitted or not and even if permitted, whether the consent of the licensor is required or not should be clearly stated in the license agreement.

iv. Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar and its inventors should be protected and indemnified from all liability arising from development and commercialization of a particular intellectual property.

v. Wherever applicable, it should be ensured that the licensing process does not restrict the research/publication rights as well as incorporation of necessary material in the thesis of the associated student inventor(s).

vi. No restrictions should be placed on the Institute beyond the inventor(s) from entering into research and development in the same area as any protected IP independently or with other organizations.

The License agreements may contain such other provisions as may be determined by the Institute in the best interest of the society.

Assignment of IP by the Institute to another party may be carried out under the circumstances such as conditions by the government or its agencies, defence purposes or if the IP created distinctly accrues benefits to the society at large.

PART V
REVENUE SHARING

The Institute provides an incentive to Inventor(s) by distributing revenue generated from the commercialization of Intellectual Property.

1. The inventor (s) / creator(s) share would be declared annually (or as revenues are received) and disbursement will be made to the inventor (s) / creator(s), their legal heir, whether or not the inventor (s) / creators are associated with GOVERNMENT COLLEGE OF ENGINEERING AURANGABAD, CHHATRAPATI SAMBHAJINAGAR at the time of disbursement.

2. The revenue sharing ratio between the inventor team and GOVERNMENT COLLEGE OF ENGINEERING AURANGABAD, CHHATRAPATI SAMBHAJINAGAR will be a fixed 70:30 in favor of the inventor team. IP protection costs will be part of the license revenue sharing agreement between GOVERNMENT COLLEGE OF ENGINEERING AURANGABAD, CHHATRAPATI SAMBHAJINAGAR and inventor(s).

Net Income	Inventors	Institute
X	70%	30%

3. Where applicable and when GOVERNMENT COLLEGE OF ENGINEERING AURANGABAD, CHHATRAPATI SAMBHAJINAGAR reassigns the rights of the IP to its creator(s) for any country, the cost and revenue sharing will be governed by a separate agreement between GOVERNMENT COLLEGE OF ENGINEERING AURANGABAD, CHHATRAPATI SAMBHAJINAGAR and the inventor / creator(s).

4. The inventors may at any time by mutual consent revise the distribution of IP earnings agreement.

i. In cases where there is more than one Inventor, the Inventor's share is divided in a proportion which reflects their respective contributions as provided in the signed Invention Disclosure Form.

ii. In certain cases, the Institute reserves its right to negotiate special terms concerning revenue distribution, in particular when income is generated through sale of shares or payment of the dividend of shares in cases where shares have been allocated to the Institute in an entity to which the Intellectual Property is licensed or assigned but which is not a spin-off enterprise.

iii. In case of establishing a spin-off enterprise, an individual agreement between the Institute and the Inventor(s) shall be applicable regarding the share of equity. The conditions of the agreement shall be negotiated on a case-by-case basis having due

regard to the contribution of the Inventors to any further development and the exploitation beyond the creation of Intellectual Property and to any funding provided by the Inventor(s), the Institute or any third parties acquiring a share of equity in the new enterprise. The decision concerning the conditions of a spin-off establishment shall be taken by the person or committee designated by the Institute for the purpose.

PART VI- ADMINISTRATIVE ENTITIES

1. SUGGESTED IPR ADMINISTRATIVE MECHANISM AT GCEA, CHHATRAPATI SAMBHAJINAGAR

For the facilities of IPR Policy, the Institute may entrust the role and responsibilities to various individuals and entities. This annexure describes suggested administration mechanisms for some of the key activities.

2. CONSTITUTION OF INSTITUTE INTELLECTUAL PROPERTY COMMITTEE

An Institute Intellectual Property Committee shall be established by the Institute inter alia to manage, transfer and otherwise commercialize technology owned by the Institute.

This committee shall comprise of the Principal & Dean, R&D & Senior Faculty Members etc. The nominees will serve a three-year term.

The IIPC shall be responsible for administering all decisive issues related to the IPR Policy and any such relevant matters as shall be determined from time to time.

3. ROLE OF IIPC

The current role of IIPC includes the following, which may be revised from time to time

- a. To process all financial matters related to registration and maintenance of various IPs.
- b. To administer and manage all matters related to IP transfer.

4. SUGGESTED ROLE FOR THE IIPC COMMITTEE

- i. To create expert groups in different subject domains for assessing and recommending proposals for IP filing.
- ii. Create and finalize procedures, forms and guidelines for implementation of the IPR Policy at the Institute.
- iii. Evolve proper procedures and guidelines for good practices for record keeping to enable efficient IP filing and protection.
- iv. Create and finalize draft agreements to facilitate IP protection by the Institute

- v. Appoint a panel of attorneys to facilitate filing of IPs by both the Institute appointed body as well by individual faculty/staff using their project or other funding.
- vi. Provide guidelines for IPR related documentation including creating infrastructure for the same.
- vii. Formulate programs for educating faculty/students/supporting staff/project staff/visitors about IPR and other associated issues.
- viii. Approach funding agencies, venture capitalists etc. for funds for promotion of IPR activities.
- ix. Tie-up with organizations for filing, licensing/assigning of IPR on revenue sharing basis.
- x. To provide waivers and release of IPR to Inventor(s) and/or Third party(ies) within the framework of IPR policy of the Institute.
- xi. To evolve modalities of financing of IP related activities at the Institute.
- xii. 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.

xiii. Investigate the matter of violation/infringement of any intellectual property rights related to the Institute and make recommendations to the Principal for resolution of such violation/infringement.

xiv. Deal with any relevant issues arising out of promotion as well as implementation of IPR policy.

xv. IIPC may appoint committee(s) or expert group(s) with members from within and/or outside the Institute to seek their opinion in carrying out any of the above responsibilities.

5. IPR FUND

The Institute shall examine to establish an IPR FUND by accumulating part of the revenue generated from licensing/assigning and other resources to support IPR activities of the Institute. The Institute would also invest a corpus amount every year to encourage filing and registering of IPRs. The IPR Fund shall be managed by the IIPC.

PART VII- MISCELLANEOUS

1. RECORD KEEPING PROCEDURES

It shall be the responsibility of the Heads of Department or the persons authorized by the IIPC to ascertain the facilities/ resources have been used for the purpose of generation of Intellectual Property by a creator in a given department. All data and details generated by a creator in

the course of creation of IP should be systematically recorded in the concerned department as outlined below:

i. All laboratory records shall be entered in indelible ink in bound volumes marked "PRIVATE & CONFIDENTIAL" with all pages serially and permanently numbered, without mutilations or insertions.

ii. All blank spaces between successive entries should be cancelled as if they were deletions and authenticated with the creator's initials and date.

iii. Precise descriptions of all actions and experiments carried out should be provided. Ideas or suggestions should be headlined as such, so as to clearly differentiate them from work actually performed.

iv. No abbreviations or terms, except where their use is standard practice in that particular discipline, should be used, unless clearly explained in a table at the front or back of the book.

v. Crucial data or descriptions of experiments which relate to valuable inventions or discoveries should be signed and dated by the creator, supervisor, or coordinator of the project.

vi. Modifications, if any, should be made by drawing a line through the deleted matter and writing 'cancelled' beside it. The corrected data

(clearly marked as such) should be entered immediately below, authenticated by the creator with initials and date.

vii. Samples of new products or of products produced by a new method should be preserved if possible and photographed for the record. All photographs should be dated and signed by the creator on the reverse.

2. POWER TO AMEND IPR POLICY

Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar, through its Board of Management, will have full power to make changes to the IPR Policy or bring out a new Policy as and when it is felt necessary. This can happen in view of changes in government policies or other national or international developments including treaties and judgments. The changes or the new Policy shall be applicable to all faculty members/ students/project staff/supporting staff/visitors etc.

3. POWER TO MAKE / AMEND RULES AND PROCEDURES FOR IMPLEMENTATION OF THE POLICY

The Institute, through its Principal, will have full powers to create and amend administrative mechanism from time to time in view of changing needs including creating administrative bodies and entrusting role and responsibilities to various individuals or existing

entities for evolving detailed procedures and to facilitate implementation of the IPR Policy of the Institute.

4. DISPUTE RESOLUTION

In case of any disputes between the Institute and the Inventors regarding the implementation of the IP Policy, the aggrieved party may appeal to the Principal of the Institute. Efforts shall be made to address the concerns of the aggrieved party. The Principal's decision in this regard would be final and binding.

5. LEGAL JURISDICTION

As a matter of Policy, all agreements signed by the Institute and dispute(s) arising therefrom shall be subject and amenable to the jurisdiction of the High Court of Judicature at Bombay, Bench at Aurangabad and the courts within its superintendence and shall be governed by the applicable laws of India.

END OF POLICY