



**GOKUL  
GLOBAL  
UNIVERSITY**

### **Intellectual property rights policy**

The intellectual property rights policy of Gokul Global University facilitates the promotion, protection, and uplift of intellectual properties generated during the scientific and intellectual pursuits of its faculty and students and provides a competitive edge to the university. In order to provide guidance to its faculty, academic and non-academic staff, research scholars, students, and outside agencies and sponsors on the practices and rules of the university regarding intellectual property rights (IPR) and obligations—including the nature of intellectual property, its ownership, technology transfer, commercial or non-commercial exploitation, and confidentiality requirements—it has developed its intellectual property rights policy. The goal of the policy is to encourage a supportive atmosphere at the university for both curiosity-driven and market-driven research and development activities and to encourage the publication of unique works of authorship.

#### **Purpose**

The purpose of the IPR policy of GGU is to:

1. Facilitate, encourage, promote, and protect scientific inquiry, research pursuits, and the educational freedom of its faculty, researchers, and students;
2. Create a revolutionary, progressive culture that fosters the invention and development of IP at the university;
3. Provide a clear understanding of the rights and responsibilities of the faculty, staff, and students, and protect the interests of university members.
4. Establish an IPR management policy and procedural guidelines for converting the knowledge generated at the university to wealth;



5.Enable the university to make beneficial use of IP so as to confer maximum benefit to the inventors, the university, and society at large, and

6.Shape the university as a prime academic research university, practicing the highest ideals of scholarship and teaching through the dissemination of the benefits of IP generated at the university to the community and society.

## **Objectives**

Universities and public research institutions (PRIs) are the factories of the knowledge economy. Intellectual property (IP) adds another mechanism for universities to disseminate the knowledge that they generate and to have that knowledge used in the economic sector. The IPR policy of Gokul Global University aims to:

1.Facilitate the protection and valuation of intellectual property generated by its faculty, staff, and students as a result of their intellectual and scientific pursuits during the tenure of their employment or engagement at the university and thereby offer scope for wealth generation, alleviation of human suffering, and betterment of human life;

2.User in prudent IP management practices within the university to promote IPR awareness and culture among its faculty, staff, and students;

3.Provide a comprehensive single-window reference system for all IPR-related issues, and

4.Proactively create an environment for generating new knowledge through research, development, discovery of new knowledge, and innovation compatible with the educational mission of the university;

5.To set and make available a policy for conducting the dissemination of university intellectual property for commercial use, so that such use imparts the benefits of the intellectual property to the public while safeguarding the interests of the creators or licensees of such property and, in the process, generates revenue for the university and the creators.

6.To set up and maintain an office to provide services to the employees and students for effective commercial utilization of intellectual property generated at the university in the interests of all concerned, and to oversee the fair distribution of the returns accruing therefrom in accordance with this policy and its amendments.



7.To provide legal support as the university deems necessary to defend and protect the interests of the university and creators of intellectual property against unauthorized use of such property.

### **Application of Policy:**

This policy will be considered a part of the terms of employment for every university employee, as well as the requirements for enrollment and attendance for all current students and staff, as well as new students. Additionally, the university has the right to modify the IPR policy as and when necessary or appropriate. Unless an exception is allowed in writing by the university, this policy must be followed by all potential creators who take part in funded research projects and/or use resources that are supported by the university. They must also embrace the principles of intellectual property ownership set forth in this policy.

### **Ownership of IP:**

The assignee of an invention for which an intellectual property application is filed and for which university resources, such as space, equipment, and facilities, are used will be GGU if the applicant(s) receive financial assistance for professional and statutory fees associated with acquiring such intellectual property.

Anyone who acquires a patent or other form of intellectual property or releases an invention into the public domain without using university resources, outside the scope of their regular duties during official hours, and without significant involvement by university staff shall retain their full IP rights.

### **Copyrights**

1. The University is the owner of the copyright on all teaching and instructional materials developed by the employees of the University as a part of any of the academic programs or



activities at the University. However, the author shall have the right to use the material in his or her professional work.

2. Books, articles, monographs, speeches, and other communications produced by the staff members in the course of research and teaching using university resources will be outside the purview of this clause. The university recognizes faculty ownership of the copyright in such traditional works of authorship.

3. In cases where copyrightable works, including software, are created by the employees of the university with significant use of the university's resources, the university may demand the assignment of the copyright to such works, either in full or in part, depending on the extent to which the university's resources have been used to produce the copyrightable work.

4. The University shall be the joint owner of the copyright of works produced by non-university personnel associated with or engaged in any activity of the University with the intellectual contribution of the University personnel.

5. If any copyrightable work is produced during the course of any sponsored or collaborative activity, the ownership of the copyright will be determined either according to the terms and conditions (related to IP) specified in the contract, if any, governing such activity or through mutual consultation and agreement with the sponsoring or collaborating agency.

6. In the case of a thesis, dissertation, or project report written by a student, the ownership of copyright shall rest with the student. The student will provide to his or her department a copy of the laboratory records, including software, of an investigation for a thesis or dissertation for use in teaching and research at Gokul Global University. However, in such cases, the university may demand the assignment of ownership of the copyright in full. Where the University does not demand such assignment or where the copyright has not been assigned to the University, the University will be entitled to a non-exclusive, non-transferable license to use the work within the University for noncommercial educational and research purposes or to possess a limited number of copies for such purposes, whichever is relevant.

7. Any copyrightable work generated as a work-for-hire will normally belong to the university unless otherwise specified in the original contract for the work.



8. If the university foresees a gainful return from the copyrights, it may initiate steps to file and protect such copyrights and share the financial benefits with the creator on mutual terms and conditions.

9. Assignment of copyrights to the university: Copyrightable works that fulfill the conditions below will be assigned to the university: computer programs, circuit diagrams, layouts, designs, etc., if, in the institute's opinion, they are commercializable by the university and its assigns.

### **Trade Secrets:**

GGU employees are expected not to reveal trade-secret information about the university to commercial entities or any third party, nor shall they sign non-disclosure agreements. GGU shall take relevant measures to ensure that the trade secret of the university is protected. If outside entities or a third party asks employees of GGU to sign a non-disclosure agreement, employees, staff, research scholars, and students shall communicate all such requests to the Intellectual Property Rights Cell (IPR Cell) for discussion and legal approval before signing these agreements.

### **Inventions and Patents:**

- An idea, when manifested in tangible form, is patentable, provided it fulfills the below criteria for patentability:
- Non-obviousness (the invention should be non-obvious to the person skilled in the art)
- Utility (it should be commercially applicable) and
- Novelty (an invention may relate to a new product, an improvement of an existing one, or a new process of manufacturing an existing or new product).
- If such a patentable invention is developed at GGU and qualifies for protection under the relevant acts of government related to patents, then the patent belongs to It can be in the form of know-how, solutions, processes, genetically engineered microorganisms, scientific or technological developments, business models, and other forms as the need arises. The filing of a patent application shall be with the researcher as named inventor.



- In such an instance or instances where the patent is owned by Gokul Global University, the inventor or inventors have the right to such a form of intellectual property until the time protection of such intellectual property is agreed upon by the university and the inventor(s) or the life of such intellectual property according to relevant Acts has expired. The university also reserves the right to initiate discussions on the sale, license, or technology transfer of patents or other forms of intellectual property, as the case may be, that are deemed suitable for such activity. In the event of a successful outcome through a sale, license, or technology transfer, the revenue sharing from either the sale, license, or transfer of technology shall be as specified in the royalty sharing clause mentioned below.
- Whenever there is any patentable invention obtained under research or a related activity between an external sponsor and the university, then it is subject to agreement between the involved parties.
- Party shall grant to each of the other parties and their respective affiliates, a nonexclusive, worldwide, perpetual, irrevocable, non-sub licensable license under any (if any) of such party's claims in its contributions, solely to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of compliant portions as agreed upon, provided that such license need not extend to any part or function of a product in which a compliant portion is incorporated that is not itself part of the compliant portion. Such license shall be granted on a royalty-free basis or will be subject to otherwise reasonable and nondiscriminatory terms.

### **Royalty Sharing**

The revenue accruing from the commercial exploitation of IPR (i.e., the technology transfer) fee and subsequent royalty payments) would be shared appropriately between the inventor(s) and the university. Currently, this ratio is 80:20. Where the university reassigns the IPR rights to its inventor(s) or creator(s), he/she/they shall reimburse all the costs incurred by the university, which include protection, maintenance, marketing, and other associated costs.

### **Technology Transfer:**



- Gokul Global University reserves the right to initiate and commercially leverage intellectual property of the university or that is jointly owned with other institutes, universities, or industries under the agreements dealing with technology transfer, licensing, and revenue sharing models in consultation with the named inventors.
- In the case of sponsored activity, the sponsored industry or organization will have the first right to commercially leverage the intellectual property or products originating from the collaboration activity, whether or not the same have been formally protected by patent(s).
- In the case of sponsored activity, if the sponsored industry or organization fails to commercially leverage the intellectual property or products within one year from the first date of the technology's development, the university shall reserve the right to transfer the said know-how to a third party for its commercial advantage. However, the university shall share the net revenues derived henceforth with the sponsored organization or industry as per the agreement regarding technology transfer.

### **Conflict of Interest**

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company, then they are required to disclose the stake they and/or their immediate family have in the company. A license or an assignment of rights for any invention, technology, or patent to a company in which the inventor(s) have a stake shall be subject to the approval of the IPR Cell.

### **Infringements, Damages, Liability, and Indemnity Insurance**

As a matter of policy, the university, in any contract between the licensee and the university, shall have clauses of indemnity, infringements, damages, and liability in the contract. The details of these clauses will depend on the situation and terms and conditions agreed upon by



the parties to the contract. The University shall retain the right to engage or not to engage in any litigation concerning patents and license infringements.

### **Operating Guidelines**

All applications for patents should be dispatched to the head of the institution, irrespective of whether the inventions have resulted from in-house research or projects under sponsored activity. The head of the institution must ensure that the foreseeable intellectual property under discussion is not revealed in the public domain or discussed with people not connected with the research pertaining to intellectual property.

The application for a patent or any other form of intellectual property shall be analyzed or inspected by the Intellectual Property Rights Cell (IPR Cell), comprising the following:

<b>Sl. No.</b>	<b>Names of persons</b>	<b>Designation in committee</b>
1	Vice-Chancellor/Provost, GGU	Chairman
2	Registrar, GGU	Member
3	SSIP Coordinator	Member Secretary
4	Director (Research), GGU	Member
5	Dean/s	Member
6	Technical Experts	Member
7	IPR Experts	Member

The inventor(s) are required to make a brief presentation of their invention to the IPR Cell of the university. Based on the outcome reached through discussion by the board members with





the research team, leading to the commencement of further processing of the application through the approved attorney or agency.

*R.H. Rajput*  
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