

**The Intellectual Property Rights Policy
(IPR-POLICY)**

**Gangadhar Meher University,
Amruta Vihar, Sambalpur, Odisha**



Prepared

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The Intellectual Property Rights Policy(IPR-POLICY)

1. Preamble:

In the pursuit of academic excellence and guided by the imperative of fostering innovation and knowledge creation, Gangadhar Meher University (GMU), Sambalpur, proudly embraces this Intellectual Property Rights Policy (IPR-POLICY) in adherence to the mandates set forth by the National Assessment and Accreditation Council (NAAC).

Established on the 30th of May 2015, under The Government of Odisha Order No.11598/HE Dated 30.05.2015, GMU stands as a testament to the aspirations of the people and the student community of Western Odisha. Born out of the transformation of the venerable Gangadhar Meher College (Autonomous), GMU inherits a legacy that traces back to the pre-independence era. The journey of Gangadhar Meher College commenced in 1944, a manifestation of the ardent desire for quality education by the intellectuals and academicians of Sambalpur. Evolving from its modest origins, the institution, initially known as Sambalpur College, was renamed in 1949 as Gangadhar Meher College, in honor of the renowned Odia poet, Gangadhar Meher. The College's commitment to education led to the introduction of degree programs in Arts and Commerce in 1944, B.Sc. programs in 1957, and Post-graduate departments in 1964. Recognizing the evolving academic landscape, M.Phil. programs were initiated in 1983, followed by Pre-Doctoral coursework in 2012. GMU further expanded its academic offerings by introducing Ph.D. programs in various subjects from the year 2018.

The institution's primary mission has been to cater to the educational needs of the poor and underprivileged students in the tribal-dominated region of the State. Over the years, GMU emerged as a premier institution in the domain of higher education, culminating in its elevation to the status of a Unitary University. Recognized as an autonomous college in 1991, GMU was lauded for its academic reputation, quality institutional management, and a responsive administrative structure. The University was granted autonomy by the University Grants Commission (UGC) and bestowed with the status of a College with Potential for Excellence (CPE) in the session 2004-05. Further, the National Assessment and Accreditation Council (NAAC) accredited the institution with an 'A' grade in the session 2015-16, affirming its commitment to excellence.

As the torchbearer of this rich legacy, GMU, under the leadership of Vice-Chancellor Prof. N. Nagaraju, commenced its journey as a newly instituted University on 30.05.2015. Committed to the holistic development of its students, GMU provides teaching and research facilities for Undergraduate, Post-Graduate, and Research programs across various subjects. Currently serving around 5500 students, the University has swiftly earned recognition in the academic arena by delivering quality education and organizing national and international level seminars and workshops.

This IPR-POLICY encapsulates GMU's commitment to fostering intellectual property, aligning seamlessly with the accreditation guidelines, and establishing a framework for responsible creation, protection, and utilization of intellectual assets within the vibrant academic community of Gangadhar Meher University. In the same line, to achieve the objectives outlined in the preamble of this policy, GMU, Sambalpur, is committed to fostering an environment that encourages scholarly pursuits and innovation, ensuring that those engaged in these endeavors are duly recognized for their dedication and expertise. Simultaneously, GMU acknowledges that specific intellectual properties may arise from the provided environment and facilities, establishing a unique relationship between the University and its faculty, scholars, and students. Furthermore, GMU aspires to derive benefits from intellectual property, not only in terms of financial gains but also in the transmission of knowledge to future generations.

This IP Policy is applicable to all GMU employees and students, both regular and contractual, as well as visitors. It is imperative for every member of the academic community, including students, teaching staff, and non-teaching staff, to possess a comprehensive understanding of intellectual property rights, aiming to safeguard their own rights while respecting the rights of others. The GMU IP Policy is designed to cultivate a conducive and positive atmosphere.

2. Objectives IPR Policy:

- I. To foster, inspire, and support creative activities across all academic and research domains at GMU, Sambalpur.
- II. To facilitate, promote, and safeguard scientific inquiry, research endeavors, and the academic freedom of GMU's faculty, researchers, and students.
- III. To establish a transparent and equitable administrative system for the ownership, control, and assignment of Intellectual Property Rights (IPRs) and the fair sharing of revenues arising from properties created and held by GMU.

- IV. To set standards for determining the rights and responsibilities of GMU, creators of intellectual property (such as inventors, developers, authors), and their sponsors concerning inventions, discoveries, and works produced at GMU.
- V. To cultivate and uphold the reputation of GMU as a preeminent academic institution, extending the benefits of its scholarship and teaching to both creators and users.
- VI. To ensure that creators of IPR at GMU are well-informed about applicable laws and rules, promoting compliance with relevant regulations.
- VII. To enhance collaboration between industry and academia by providing clear guidance on IP ownership and licensing at GMU, Sambalpur.
- VIII. To develop a system for creating and using knowledge to help GMU sustain itself, and to establish a process for rewarding its researchers.

3. Scope of the IPR Policy:

- I. The policy applies to all intellectual property (IP) created by the GMU departments, including associated IP rights.
- II. The policy extends to researchers who have established a legal relationship with GMU departments, whether through legal provisions, collective agreements, or individual agreements.
- III. The policy does not apply if a researcher has entered into a specific legal arrangement conflicting with the provisions of this policy before its effective implementation date.

4. Commencement:

This Policy on Intellectual Property Rights shall come into effect from March 01, 2023.

4.1. Definitions

- I. **Assignment:** The transfer of rights or title in intellectual property in writing.
- II. **Educational Materials:** Content, associated tools, and technologies for delivering content, encompassing material developed for traditional face-to-face classroom courses and other delivery methods.
- III. **Copyright:** The exclusive right granted by law for a certain period to an author to reproduce, print, publish, and sell copies of their creative work.
- IV. **Copyrighted Work:** Literary, scientific, and artistic works, including academic publications, scholarly books, articles, inventions, technologies, developments, improvements, materials, compounds,

processes, and all other research results and tangible research properties, including software and other copyrighted works.

- V. **Creator(s):** Encompasses any GMU employee, whether employed full-time or part-time, on probation, or temporary basis, in the university and/or projects. Also includes research workers, research scholars, students, or project fellows responsible for creating intellectual property using GMU facilities.
- VI. **Industrial Design:** Features of shape, configuration, pattern, ornament, or composition applied to any article, whether two-dimensional or three-dimensional, by any industrial process or means. Excludes modes or principles of construction or mere mechanical devices.
- VII. **Intellectual Property (IP):** Encompasses Patents, Trademarks, Design, Copyright, Industrial designs, trade secrets, plant varieties, inventions, technologies, developments, improvements, material compounds, processes, and all other research results and tangible research properties, including software and other copyrighted works.
- VIII. **IPR Cell:** A dedicated unit at GMU for facilitating IPR filing, known as the IPR Cell. It comprises a committee of 4-6 members to oversee IPR creation and protection.
- IX. **Licensing:** The practice of renting intellectual property to a third party.
- X. **Patent:** Defined as per the Indian Patent Act 1970, including discoveries and inventions of new products and processes.
- XI. **Publication:** A public enabling disclosure of an invention, whether verbal or printed. Printed publication includes abstracts, student theses, and, in certain instances, grant proposals.
- XII. **Researcher:**
 - a. Person employed by GMU, including students, employees, and technical staff.
 - b. Students, including graduate and postgraduate students of the university and institute.
 - c. Any person, including visiting scientists and professors, using university resources to conduct research.
- XIII. **University:** Refers to GMU, Sambalpur.
- XIV. **University Resources:** All tangible resources provided by GMU to Creators, including office and lab spaces, equipment, computer

hardware and software, support services, research and teaching assistants, supplies, utilities, funding for research and teaching activities, and travel support. Excludes regular salary, insurance, or retirement plan contributions.

- xv. **University Research:** Any research or development activity undertaken by GMU, related to compensated duties and responsibilities, or conducted with substantial use of university facilities or resources.

4.2. Guidelines:

4.2.1. Publication or Exhibition of Invention Prior to Patent Filing:

Generally, making an invention publicly available or exhibiting it may hinder the ability to obtain a patent due to a lack of novelty. The Indian Patents Act, 1970, provides a grace period of 12 months under specific circumstances for filing a patent application after the invention's publication in a journal, public display in a government-organized exhibition, or disclosure before a learned society, as detailed in Chapter VI of the Patent Act (Sections 29 – 34).

4.2.2. Inventions/Innovations Ineligible for Patent Protection:

Innovations falling under Sections 3 and 4 of the Indian Patents Act, 1970 cannot be patented. These sections explicitly outline exclusions to patentability in India. Section 3 covers what does not qualify as inventions, while Section 4 pertains to inventions related to atomic energy that are not patentable.

4.3.3. Acts Exempt from Copyright Infringement: Section 52 of the Indian Copyright Act, 1957, identifies certain acts that do not constitute copyright infringement. The "doctrine of fair dealing" allows specific uses of copyrighted works for purposes such as private use, education, research, critique, review, etc.

4.3.4 Proper Attribution and Citation: When using or referencing works from other sources, proper attribution and referencing to the original source are essential. Copying should be done with permission or under the "fair dealing" principle. Remember, plagiarism is not only unethical but also illegal.

4.3.5. Documentation of Legal Agreements and Related Documents:

Thorough documentation of agreements with co-creators, inventors, or third parties is crucial for establishing ownership of any intellectual property (IP) created. Maintain a record of all documents related to the IP, starting from the idea's inception.

4.4.6. Trademark Selection and Rain Check: Conduct a prior public search for trademarks before choosing a name or brand. This proactive step helps verify whether the intended name or brand has already been registered as a trademark.

5. Ownership of Intellectual Property Rights

GMU, Sambalpur, shall act as the sole applicant or joint applicant, along with inventors, for all intellectual properties (IPs), encompassing inventions, software, designs, integrated circuits, and specimens. This applies to creations resulting from university research or substantial utilization of university resources by creators. It is imperative for every GMU, Sambalpur employee that if an invention is developed during their employment at GMU, utilizing substantial resources, it must be disclosed to GMU for protection. In cases where activities are conducted collaboratively with other institutions, agencies, or under sponsorship, ownership will be mutually determined and agreed upon.

GMU, Sambalpur, expresses a lack of interest in pursuing IP protection or establishing a prior specific agreement for disclosed inventions or creations.

- **Sponsored Research:** The intellectual property rights (IPR) for inventions originating from research projects conducted on behalf of sponsoring agencies will be jointly owned by the University and the sponsoring agencies if both parties equally bear the cost of filing and maintaining the IPR. In the event that the sponsoring agencies do not participate, the University may, at its discretion, file the application with absolute ownership.
- **Collaborative Research:** For intellectual property jointly created during collaborative research conducted jointly by GMU, Sambalpur, with collaborating institutions, joint ownership shall prevail. Collaborating institutions will be encouraged to share the cost of filing and maintaining IPR. If collaborating institutions decline joint filing, GMU, Sambalpur, at its discretion, may file the application with absolute ownership, covering the entire cost of filing and protecting intellectual property rights.

Every employee of the university, including students, is required to inform the IPR Cell of the University about any Intellectual Property filing without

exception. Ownership rights regarding IP may differ based on the context in which the respective IP was generated. To elaborate further, a two-tier classification is established:

5.1 Patents

- I. All inventions, whether made by students, researchers, or faculty (in furtherance of their responsibilities with GMU, Sambalpur), developed by utilizing the resources of GMU, Sambalpur, or with a mix of funds, resources, and/or facilities of GMU, Sambalpur, shall be vested with GMU, Sambalpur, and under the control of the Registrar of GMU, Sambalpur.
- II. If GMU, Sambalpur, through a committee appointed by the Dean of the respective faculty, determines that an invention was made by an individual(s) on their own time and unrelated to their responsibilities towards GMU, Sambalpur, and was conceived or reduced to practice without the use of resources of GMU, Sambalpur, then the invention shall vest with the individual(s)/inventor(s).

5.2 Copyright

- I. Ownership rights in scholarly and academic works generated utilizing resources of GMU, Sambalpur, including books, articles, student projects/dissertations/theses, lecture notes, audio or visual aids for giving lectures, shall be vested with the author(s).
- II. Ownership rights in lecture videos or Massive Open Online Courses (MOOCs), films, plays, and musical works, institutional materials, including but not limited to course syllabi, curricula, exam questions, exam instructions, and papers/reports specifically commissioned by GMU, Sambalpur, shall ordinarily be vested with GMU, Sambalpur, and under the control of the Registrar of GMU, Sambalpur.
- III. Moral rights shall continue to vest with the author(s) wherever applicable.

5.3 Trademarks

- I. Ownership rights in all trademarks involving GMU, Sambalpur, shall ordinarily be vested with GMU, Sambalpur. The name of the university and its logo may be used with prior permission of the Registrar of GMU, Sambalpur.

- II. If GMU, Sambalpur, through a committee appointed by the Dean of the respective faculty, determines that the creator of the trademark was created by an individual(s) on their own time and unrelated to their responsibilities [e.g., the name of a company/start-up venture by the student(s)], then the right to the same shall ordinarily be vested with the said individual(s).

5.4 Industrial Designs

- I. All industrial designs, whether made by students, researchers, or faculty (in furtherance of their responsibilities with GMU, Sambalpur), developed by utilizing the resources of GMU, Sambalpur, or with the mix of funds, resources, and/or facilities of GMU, Sambalpur, shall be vested with GMU, Sambalpur, and under the control of the Registrar of GMU, Sambalpur.
- II. If GMU, Sambalpur, through a committee appointed by the Dean of the respective faculty, determines that the industrial design was created by an individual(s) on their own time and unrelated to their responsibilities towards GMU, Sambalpur, and was conceived or reduced to practice without the use of resources of GMU, Sambalpur, then the industrial design shall vest with the individual(s).

5.5 Commercialisation and Benefit Sharing & Types of IP Licensing and Assignment

GMU, Sambalpur, should employ licensing mechanisms to retain ownership rights on intellectual property (IP) without impeding the possibilities of commercialization. Here are various types of licensing that may be utilized:

1. **Exclusive Licensing:** The licensor, in this case, grants the IP exclusively to one licensee. Essentially, the licensee becomes the sole entity authorized by the licensor to use and exploit the specified IP. To the extent possible, efforts should be made to minimize the use of exclusive licenses.
2. **Non-Exclusive Licensing:** Under non-exclusive licensing, the licensor retains the right to enter into agreements with multiple entities for the use and exploitation of the IP. This means that the same IP can be utilized by different licensees simultaneously, either for the same purpose or different purposes.

3. **Sub-Licensing:** Sub-licensing comes into play when a licensee desires to further license the IP to additional parties. Clarity regarding permissions for sub-licensing should be explicitly outlined in the agreement between GMU, Sambalpur (or researchers) and the licensee(s).

5.6 Licensing Agreements and Revenue Sharing

Research Outputs Generated through Utilization of GMU, Sambalpur Resources:

- When the University is one of the creators and has provided financial assistance, the income from the economic use of such intellectual property will be shared equally between the University and the creator(s) at a 50%, 50% ratio.
- In cases where the individual researcher or a team of researchers is the creator and has utilized only University facilities, the revenue shall be shared between the individual researcher or the team of researchers and the University at a 70%, 30% ratio.
- When the creation is the result of funded research, the income from economic use, received from the institution funding the research, will be shared based on the terms determined in the agreement assigning economic use of intellectual property to that institution. In such cases, the income shall be shared between the team of researchers and the University at a 60%, 40% ratio.
- The mentioned shares will be determined after deducting any direct expenses from the total income received by the University.
- The creator(s)' share will be declared annually, and disbursement will be made to the creator(s) or their legal heir, irrespective of whether the creators are associated with the University at the time of disbursement.
- Co-creators, i.e., research team members of the intellectual property, shall sign a Distribution of IP Earnings agreement at the time of disclosure. This agreement will specify the percentage distribution of earnings from the intellectual property to each co-inventor. Co-owners of intellectual property may, at any time and by mutual consent, revise the distribution of IP earnings. In cases where copyright vests with the author(s) (as specified under "IP

generated from research conducted by utilizing resources of GMU, Sambalpur. Copyright"), GMU, Sambalpur, shall have a nonexclusive, royalty-free, irrevocable, and worldwide license for research, non-commercial, and educational purposes. Similarly, if GMU, Sambalpur, owns copyright in lecture videos and/or MOOCs, the author(s) shall have a non-exclusive, royalty-free, irrevocable, and worldwide license for research, non-commercial, and educational purposes.

6. Administration and Management of IPR

The administrative agency of GMU, Sambalpur, in collaboration with the inventor(s), will undertake the evaluation, protection, licensing, and management of intellectual property generated at the university. Creators of intellectual property shall furnish all necessary information to the administration for effective IPR management. The administration, in consultation with the IPR Advisory Committee and with the assistance of patent attorneys/legal external experts as needed, will make decisions on managing intellectual property.

6.1 Powers to Amend IPR Policy

GMU, Sambalpur, through its Vice Chancellor (referred to as VC), possesses the authority to make changes to the IPR policy or introduce a new policy as necessary. This may be prompted by alterations in government policies, national and international developments, including treaties and legal judgments. Any changes or the new policy will be applicable to all faculty, students, project staff, supporting staff, and visitors.

6.2 Responsibility to Create/Amend Procedures and Processes for Implementation of IPR Policy

GMU, Sambalpur, through its Vice Chancellor, has the full authority to create and amend administrative mechanisms, creating administrative bodies, and assigning roles and responsibilities to various individuals/existing entities. This is done to evolve detailed procedures and facilitate the implementation of GMU, Sambalpur's IPR policy.

6.3 IP Infringement

In the event of any violation or infringement of intellectual property rights, such as patent infringement by GMU, Sambalpur faculty, students, project staff, supporting staff, visitors, or any third party infringing upon the

IPR of GMU, Sambalpur's inventor, the IPR Cell will investigate and make recommendations to the Vice Chancellor for resolution. In case of third-party infringement, the IPR Cell will investigate and recommend to the Vice Chancellor, including the need for any legal course of action.

7. IPR Registration, Financial Assistance, and Renewal

7.1 Filing of Application in India: When any creator(s) seeks to patent an invention or transfer the same for commercial exploitation, an application must be submitted to the IPR Cell for evaluation and financial aid. This must be assessed within 10 days. In urgent cases, an application for immediate safeguarding can be forwarded to the IPR Cell, which needs evaluation within 3 days. The IPR Cell, after evaluation, forwards the application to the Vice Chancellor of GMU, Sambalpur, for approval. On approval, GMU, Sambalpur, pays the amount, either as the sole applicant for a patent or, if chosen, as a co-applicant for a patent with shared expenses.

- In cases of protection related to other IPRs like software, designs, integrated circuits, and specimens created by creators as a result of university research or substantial use of university resources, where the university claims ownership, the expenses will be borne by the university. In cases of joint ownership, expenses will be equally shared.
- University employees involved in the creation and filing process must treat all IPR-related information as confidential. This confidentiality must be maintained unless the knowledge is in the public domain or until decided otherwise by the university.

7.2 Filing of Application in Foreign Countries: If a creator chooses to apply for a foreign patent, GMU, Sambalpur, may consider the request based on the merit of the intellectual creation. If GMU, Sambalpur, decides not to file such a patent in any foreign country, it shall assign rights of IP in that country to the creator(s) for the purpose of protection upon the creator's request.

7.3 Renewal of Patents: For joint patents with a sponsoring agency, patenting costs may be shared equally. If the patent has been commercially exploited within the first seven years, GMU, Sambalpur, shall pay an agreed-upon amount of the patent fees for the remaining period. If the creator shows no interest in renewals, GMU, Sambalpur, can either continue the patent by paying the fees for its full term or withdraw the application for patent protection at its discretion.

8. Transfer of IP

- Gangadhar Meher University (GMU), Sambalpur, or its agents, or the creator, after obtaining approval from the Vice-Chancellor through the IPR Cell, may approach external agencies for commercial exploitations. All agreements shall be signed by the Registrar of the University and the creator of the IP being transferred.
- In the case of IP involving more than one creator, a coordinator from among the creators shall be identified by the creators for IP protection purposes. At this stage, all members of the group of creators shall sign a revenue-sharing agreement for the IP, as and when they accrue. This revenue-sharing agreement may be modified at any time on mutual consent among the creators and intimated to the IPR Cell. Any conflict regarding revenue sharing among the creators will be resolved by the University, and the same will be binding on all the creators of the IP.

9. Confidentiality

It is crucial that any information about a potentially patentable invention is not prematurely disclosed. Disclosing information to a third party about the details generated by a research project could constitute a disclosure, possibly making the invention unpatentable. If any stakeholder needs to discuss the details of an invention with outside academics or potential developers, they should ensure that a non-disclosure agreement has been executed before disclosing any information about the invention.

10. Responsibilities of Gangadhar Meher University (GMU), Sambalpur, Odisha

- a. To make faculty members, staff, and other scholars aware of the University's intellectual property.
- b. To provide support as deemed necessary or desirable to obtain legal protection of intellectual property in which the University has a stake/share.
- c. To facilitate the transfer of such intellectual property for economic use and develop mechanisms within these statutes for the assignment and management of intellectual property.
- d. To provide legal support as deemed necessary and desirable to defend and protect the interests of the University and the creators of the intellectual property against third-party claims or unauthorized use.

- e. To impart information to research sponsors as required by research and licensing agreements, and applicable laws and regulations in a timely manner.

11. Responsibilities of the Creator(s)

- a. To make an invention disclosure in a thorough and timely manner of all inventions, discoveries, and other works that are patentable/copyrightable and in which the University has a stake/share as described in this Policy.
- b. To provide such assistance as may be necessary throughout the assignment process to protect and affect the transfer of intellectual property.
- c. To return all records and documents that are necessary for the protection of intellectual property.
- d. To abide by all commitments made in license, sponsored research, and other agreements made in accordance with this policy.
- e. To cooperate with the University with full responsibility in resolving all conflicts that may arise with respect to the IPs concerning him/her and to make timely disclosure of such information which may hint towards any potential conflict relating to IP.
- f. At the time of receiving financial assistance from GMU, Sambalpur, for the protection of a patent, an undertaking must be given that in case of termination or resignation of employment of GMU, all the expenses related to the patent have to be borne as decided. In case of violation of the same, legal action can be taken against such an employee.

12. Dispute Resolution

In case of any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for the implementation of the IPR policy, and interpretation of various clauses of the IPR policy, any aggrieved person can appeal to the IPR Cell headed by the Registrar formed for the purpose to resolve the issue. In case the appellant is not satisfied with the decision of such a body, he/she can appeal to the Vice Chancellor of Gangadhar Meher University, Sambalpur, Odisha, whose decision shall be final.



REGISTRAR
GANGADHAR MEHER UNIVERSITY
SAMBALPUR



Director, IQAC
Gangadhar Meher University
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