



Guru Nanak College (Autonomous)

(Affiliated to University of Madras & Re-Accredited At "A" Grade by NAAC)
No. 161, Guru Nanak Salai, Velachery, Chennai - 600042, Tamil Nadu
Website: www.gurunanakcollege.edu.in

INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY



GURU NANAK COLLEGE (AUTONOMOUS)

Guru Nanak Salai, Velachery, Chennai - 42
Affiliated to the University of Madras
Re -Accredited @ 'A Grade' by NAAC
A Unit of Guru Nanak Educational Society®

Office : 2245 1746 / 2244 4621
Hostel : 2245 1273
Fax : (044) 2244 7373
Email : principal@gurunanakcollege.edu.in
Web : www.gurunanakcollege.edu.in

Sardar Rajinder Singh Bhasin
President

Sardar Manjit Singh Nayar
General Secretary & Correspondent

Dr. M.G. Ragunathan M.Sc., M.Phil., Ph.D., PGDES
Principal

IPR POLICY

TABLE OF CONTENTS

SECTION 1 INTRODUCTION

PREAMBLE

PURPOSE

OBJECTIVES

TYPES OF IP

DEFINITIONS

IPR CELL AND ITS ROLE

TYPES OF ACTIVITIES LEADING TO THE GENERATION OF IP

SECTION 2 INTELLECTUAL PROPERTY POLICY

INTRODUCTION

OWNERSHIP OF INTELLECTUAL PROPERTY

TECHNOLOGY TRANSFER

REVENUE SHARING

INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY

CONFLICT OF INTEREST

DISPUTE RESOLUTION

JURISDICTION


SECTION 3 TRANSFER AND USE OF IP IN GURU NANAK COLLEGE

INTRODUCTION

MATERIAL TRANSFER AGREEMENT (MTA)

POLICY FOR IP LICENSING AND ASSIGNMENT




PRINCIPAL
GURU NANAK COLLEGE(AUTONOMOUS)
GURU NANAK SALAI,
VELACHERY, CHENNAI - 600 042

SECTION 1 INTRODUCTION

PREAMBLE

Guru Nanak College (GNC) was established in 1971 to commemorate the 500th Birth anniversary of Shri Guru Nanak Devji – the founder of the Sikh religion, by the Guru Nanak Educational Society, Chennai. The noble mission of the GNES is to provide quality education to all, irrespective of socio-economic background, caste, creed, or religion. The College introduced the School System in January 2019 to develop a qualitative academic curriculum and foster inter-disciplinary and multi-disciplinary studies. The College also promotes and motivates research and innovative programmes and the Skill-based / Value added certificate programmes for the benefit of the students and to make them successful entrepreneurs. In this contemporary world, Intellectual property (IP) plays a vital role in preserving and commercializing the intellectual outcome of any educational institution.


The Intellectual Property Rights Cell of Guru Nanak College was inaugurated on 7th March 2020 and is devoted to support promote and develop the various Intellectual Properties which are created by the faculty of the College and to help the general public by imparting awareness, information and knowledge regarding IPR. The IPR Cell of GNC has drafted the Intellectual Property Rights (IPR) Policy of Guru Nanak College as per the National IPR Policy of Government of India, 2016. The IPR Policy of the College not only preserves the output of GNC but also creates awareness among the faculty, Staff, and students of GNC and is expected to promote the need for research and development activities conducted at the college level to protect the creation of original works of authorship. The Faculty and students of GNC are actively participating in the IPR filing process in different disciplines.

OBJECTIVES

The objectives of the IPR policy of GNC are as follows:

- (i) To create an environment for acquiring new knowledge through innovation and research in compliance with the vision and mission of the College;
- (ii) To urge all faculty, Staff, and students to document their IP so that it could be protected and applied to the gain of the concerned Inventor (s), the College, and the country;
- (iii) To protect the intellectual property generated in the College from the scientific tasks and to offer scope for wealth generation;




PRINCIPAL
GURU NANAK COLLEGE (AUTONOMOUS)
GURU NANAK SALAI,
VELACHERY, CHENNAI - 600 042

- (iv) To provide a single-window interference system for all IPR related issues;
- (v) To provide legal support, wherever necessary, to defend and protect the intellectual property rights obtained by the College against any infringement/ unauthorized use;

TYPES OF INTELLECTUAL PROPERTY


The intellectual properties have been broadly classified and illustrated as follows:

- a) Patents
- b) Copyrights
- c) Trade/Service marks
- d) Industrial designs
- e) Software programmes
- f) Business models

GENERAL DEFINITIONS

- **A patent** is an exclusive right granted for a particular invention, which may be a product or a process for providing a new way of execution or bringing a new technical solution to a problem.
- **Copyright** is an exclusive right given to the author of the original literary, architectural, dramatic, musical, artistic works, cinematograph films, and sound recordings.
- **Trade/Service mark** means a mark capable of being represented graphically and can distinguish the goods or services of one person from others and may include the shape of goods, their packaging, and combination of colors.
- **Industrial Design** means only the features of shape, configuration, pattern, ornament, or composition of lines or colors applied to any article whether in two dimensional or three dimensional or both forms, by any industrial process or means, whether manual, mechanical or chemical, separated or combined, but does not include any mode or principle of construction or anything which is in substance a merely mechanical device.
- **Software programmes** refer to the codes developed by the institute researchers, students, and faculty that are not usable by a second party without permission.
- **Business models** - Models for business strategy developed by institute personnel that are not usable by others without permission.





PRINCIPAL
GURU NANAK COLLEGE (AUTONOMOUS)
GURU NANAK SALAI,
VELACHERY, CHENNAI - 600 042

SPECIFIC DEFINITIONS

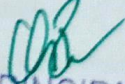
- a) *First Party* – Guru Nanak College (Autonomous), (GNC) affiliated to University of Madras, whose registered office is at New No. 161, Old No. 53, Guru Nanak Salai, Velachery, Chennai - 600 042, Tamil Nadu, India
- b) *Second Party* - Faculty, Supporting Staff, Project Staff, and Students of GNC.
- i) Faculty means a professionally qualified person who conveys his/her knowledge to the pupils through teaching and research at GNC. He/she may be as a full-time employee or a Guest Lecturer appointed by GNC
 - ii) Supporting Staff is the person who helps the relevant members to carry out the research, development, teaching, or any other related activities
 - iii) Student means an individual who enrolls himself/herself as full time or part-time programmes
 - iv) Project staff means a person temporarily employed under a research project, consultancy, or any other activity carried out by GNC on a contract basis.
- c) *Third-Party* - Any organization with whom the First or the Second Party interacts for any activity by exchanging cash or kind.
- d) *Activity* - Practices related to teaching, research, consultancy, generation, and dissemination of information carried out by a person or an Institution independently or collaboratively.
- e) *Inventor(s)* - A responsible person or a group of persons deals with creating an IP. In case, creation of IP is associated with more than one Inventor, one of them, from GNC, would function as a *Lead Inventor*.
- f) *Visitor* - A person is visiting under a collaborative activity or associated work at GNC. It is expected that the competent authority has approved the visit of GNC.




PRINCIPAL
GURU NANAK COLLEGE (AUTONOMOUS)
GURU NANAK SALAI,
VELACHERY, CHENNAI - 600 042

- g) Associated Agreement** - Document created with mutual consent of involved parties defining the rights, roles, and responsibilities of each of the parties, such as Memorandum of Understanding (MoU), Research Agreement, Consultancy Agreement, Non-Disclosure Agreement (NDA) or any other agreement which may involve any IP generation.
- h) Non-Disclosure Agreement (NDA)** - The agreement intends to protect proprietary or confidential information among the parties involved in executing an NDA.
- i) Invention** - includes but is not limited to any new and useful design, process, formula, or the machine conceived or first reduced to practice in whole or in part, defined within the purview of the Indian Patent Act, 1970. The inventions result in but are not limited to Patents, copyright works, software, designs, PCB, and circuit layouts. Inventors (s) are the person(s) who produce an invention.
- j) Design Registration** - is registration of the novel non-functional features such as the shape or ornamentation of a product.
- k) IPR Cell** - is a competent body formed by GNC Management and is the sole authorized body to handle all IPR related issues and conflicts
- l) Licensing** – is the practice of renting Intellectual Property to a third party
- m) Patentee** – means the person for the time being entered on the Register of Patents kept under the Indian Patents Act, 1970 as the generator or proprietor of the patent.
- n) Revenue** – It is any payment received as per an agreement by GNC, usually for the legal use of IP through a license.




PRINCIPAL
GURU NANAK COLLEGE (AUTONOMOUS)
GURU NANAK SALAI,
VELACHERY, CHENNAI - 600 042

INTELLECTUAL PROPERTY RIGHTS CELL AND ITS ROLE


The Intellectual Property Rights (IPR) Cell will be the administrative body, which will be responsible for formulating the procedures to implement the IPR policy of GNC. IPR Cell would also clarify any issues/appeals related to IPR policy. The composition of IPR Cell include:

CHAIRMAN	Principal
CONVENER	Dean Research
MEMBER	Vice Principal – Shift II
MEMBER	IQAC Coordinator
MEMBER	Teaching Faculty Member
MEMBER	Teaching Faculty Member
MEMBER	Teaching Faculty Member
MEMBER	Teaching Faculty Member
MEMBER	Teaching Faculty Member
MEMBER	Teaching Faculty Member
MEMBER	Teaching Faculty Member
MEMBER	Advocate

The function of the IPR Cell would be the following:

- i. To form expert groups with members from different backgrounds to assess the proposals for filing IP.
- ii. To create and finalize procedures and guidelines for the effective implementation of the IPR policy at GNC.
- iii. To provide a record of the filed IPs and track the various IPs filed to ensure a speedy and hassle-free IP process.
- iv. To facilitate IP protection by drafting agreements.
- v. Providing guidelines for IPR related documentation, including creating infrastructure for the same.
- vi. Conducting IP awareness programs for educating faculty/ students/ supporting staff/project staff/ visitors.
- vii. To approach external funding agencies for generating funds to promote the IPR activities.




PRINCIPAL
GURU NANAK COLLEGE (AUTONOMOUS)
GURU NANAK SALAI,
VELACHERY, CHENNAI - 600 042

- viii. To collaborate with organizations for filing, licensing/assigning of IPR to generate revenue through commercialization.
- ix. Release of IPR to Inventor(s) and/or Third-party (ies) without violating the IPR policy of GNC.
- x. Solving disputes regarding ownership of IP, violation of the IPR policy, processing of IP proposals, procedures adopted for the implementation of IPR policy.
- xi. To take over the issues related to the violation of GNC's IPR policy and take necessary action.
- xii. To encourage and implement the IPR policy proactively for the shared benefits of both the Inventor and institution.


IPR Cell may seek the opinion of the expert group(s) formed with members from within and/or outside GNC.

TYPES OF ACTIVITIES LEADING TO THE GENERATION OF IP

The various Research and Development activities performed in GNC can generate different types of IPs, which are illustrated as follows:

- i. Research is done by a faculty/ supporting staff/ student/ visitor in the normal course of his/her research at GNC with funds coming from GNC (this would include research projects undertaken by students under the supervision of the faculty member);
- ii. Research done through the sponsored projects by a faculty / supporting staff / student;
- iii. Collaborative projects and researches performed with other institutions, including government departments and agencies, PSUs, and Private companies located in India;
- iv. Collaborative research with foreign institutes/universities and companies; and
- v. Any combination(s) of the above




PRINCIPAL
GURU NANAK COLLEGE (AUTONOMOUS)
GURU NANAK SALAI,
VELACHERY, CHENNAI - 600 042

SECTION 2

INTELLECTUAL PROPERTY RIGHTS POLICY

INTRODUCTION

The vision of GNC is to become an Educational Institution of Global importance which can be achieved by excelling in research and education and sharing and accumulating knowledge. The accumulation of innovative inventions leads to new Intellectual Property (IP) generation. For the benefit of society, it is equally important to protect, develop, and commercialize the IP. The newly created IP holds the conformations that should be disseminated at the earliest to carry out further research. The scientific community is not deprived of its right to knowledge for which the newly created IP is needed to be clearly defined. Clarity on ownership of IP ensures the interest of both the society and the inventors.

This IPR Policy applies to all personnel belonging to GNC and covers all different classes of Intellectual Property - Patent, Copyright, Design, Registration, Trademark, and Confidential Information.


INTELLECTUAL PROPERTY OWNERSHIP

I. Patent, Copyright on Software, Industrial design and Business models

(A) Intellectual property is owned wholly or exclusively by GNC if:

- (i) It has been developed either solely with the use of funds/facilities provided by GNC or with a mix of funds/facilities of GNC and external agencies but without any formal associated agreement
- (ii) It has been developed with the use of external funds/facilities, including that of sponsored research and consultancy projects without any associated agreement
- (iii) It has been developed under any contract arrangement, including "work for hire," work commissioned and/or outsourced by GNC
- (iv) It has been developed according to a written agreement where ownership has been transferred to GNC
- (v) It is not assignable to an individual or a specific group of identifiable contributors, i.e., software or technology, or process developed over time with contributions from different individuals of/for GNC.




PRINCIPAL
GURU NANAK COLLEGE (AUTONOMOUS)
GURU NANAK SALAI,
VELACHERY, CHENNAI - 600 042

(B) Intellectual property can be owned by Third-party(ies) (exclusively or jointly with GNC) if:

- (i) It has been developed with external funding from Third-party(ies), including sponsored research, consultancy projects, and other collaborative activity(ies) with a formal associated agreement.
- (ii) It has been developed without external funding from third parties under collaborative project(s) or activity (ies) with Third-party (ies) with an associated agreement(s).
- (iii) It has been developed out of work carried out by GNC faculty/student/project staff/supporting staff during their visit to a Third-party Institution/organization.


(C) The Intellectual property can be owned by the Inventor(s) if:

None of the situations defined above for GNC or Third-party ownership applies, and the IP is unrelated to the Inventor's engagement with GNC. For faculty and Staff, the engagement implies responsibilities associated with the employment. It is also expected that the person concerned would have pursued these activities outside of the normal working hours of GNC.

II. Copyright other than Software

- (i) All ownership of copyright works rests with the creator except if the work is produced during sponsored or collaborative activity and with specific provisions related to IPR in the contract.
- (ii) The ownership of the copyright will rest with GNC if it is created with significant use of resources of the GNC and as decided by the IPR Cell.
- (iii) The ownership of the copyright of teaching material developed as a part of academic programs rests with GNC.
- (iv) Copyrights of the thesis, dissertations, term papers, laboratory records, and other documents that a student produces during his/her study will reside with the student creator and supervisor(s) unless restricted by an associated agreement and/or research carried out using facilities that have come to GNC with pre-imposed IP protection restrictions. It is the responsibility of the author/creator that their creation does not violate any copyright rules or ethical standards. GNC reserves all right to display the thesis in soft and hard forms.




PRINCIPAL
GURU NANAK COLLEGE (AUTONOMOUS)
GURU NANAK SALAI,
VELACHERY, CHENNAI - 600 042

III. TRADEMARK(S) / SERVICE MARK(S)

- (i) Goods and services involving GNC should be trademarked with GNC, and the Institute will be the sole or exclusive owner.
- (ii) The users of GNC's name through trademark will be bonded with certain standards and accountability.
- (iii) Third parties can use the name of GNC with proper trademark only if GNC has licensed the property through a signed agreement.
- (iv) Prior approval of GNC is mandatory regarding the use of GNC's name and trademark in any electronic and digital media.

IV. COPYRIGHTS OWNED BY THIRD PARTIES

(a) Software

GNC expects its faculty/staff/students/visitors to be aware of agreements made to the Third-party related to software and databases. GNC faculty/staff/students /visitors may use software and databases for creating IPs that are not under licensed agreement by GNC with the Third-party. Such software will have license restrictions on IP creation, and usage of such can hamper the institute policy legally. Therefore, prior settlement of any such license-related issues with the Third-party regarding software is essential before initiating IP protection. Software of general use shall be procured with a valid license.

(b) Other copyrighted material (other than software)


It is strongly mentioned here that GNC and its faculty, students, supporting Staff, project staff, and visitors:

- (i) Will not violate the copyright law of the nation related to any material,
- (ii) Would use copyrighted materials for only personal use, teaching, and research purposes as permitted by Indian law, and
- (iii) Would not use copyrighted material in their thesis, publications, reports, and other professional documents without taking explicit prior permission of the copyright holder.

TECHNOLOGY TRANSFER

The Intellectual Property of the Institute held either in the name of GNC or jointly with other Institutions/Industries will be marketed for commercial exploitation under agreements involving technology transfer, licensing, and its Inventor(s). The Inventor(s) may seek GNC to assign their rights after a certain holding period.




PRINCIPAL
GURU NANAK COLLEGE (AUTONOMOUS)
GURU NANAK SALAI,
VELACHERY, CHENNAI - 600 042

REVENUE SHARING

The revenue arising out of licensing and commercialization of IP generated in the name of GNC or with the funds from GNC and royalty would be shared between the Inventor (s) and the Institute in the appropriate ratio as follows:

Inventor(s) Share	GNC Share
60%	40%

INFRINGEMENTS, DAMAGES, LIABILITY, AND INDEMNITY

- (i) As a matter of policy, GNC shall, in any contract between the licensee and GNC, seek indemnity from any legal proceedings, including this, but not limited to manufacturing defects, production problems, design guarantee, upgradation, and debugging obligation
- (ii) GNC shall also ensure that GNC personnel have an indemnity clause built into the agreements with the licensee(s) while transferring technology or copyrighted material to licensees.
- (iii) GNC shall retain the right to engage in or cease from or not in any litigation concerning patent and license infringements.

CONFLICT OF INTEREST

The Inventor (s) must disclose any conflict of interest or potential conflict of interest revenue sharing models. The license or an assignment of rights for a patent to the licensee - company in such circumstances shall be subject to the approval of the IPR Cell.

DISPUTE RESOLUTION

The Inventor (s) may appeal to the Chairman, IPR Cell on the occurrence of any disputes between GNC and the inventors regarding the implementation of the IPR Policy. An arbitration mechanism and arrangement will address the concerns of the Inventor (s); in this regard, the Chairman's decision would be final and binding on both the institution and Inventor.

JURISDICTION

As a matter of policy, all the agreements to be signed by GNC must have the jurisdiction of the courts in Chennai and shall be governed by the appropriate laws in India.




PRINCIPAL
GURU NANAK COLLEGE (AUTONOMOUS)
GURU NANAK SALAI,
VELACHERY, CHENNAI - 600 042

SECTION 3

TRANSFER AND USE OF INTELLECTUAL PROPERTY IN GURU NANAK COLLEGE

INTRODUCTION

The purpose of transfer and use of IP by GNC is to meet one of its stated objectives of disseminating the fruits of research and development for the benefit of society. The institution recognizes that translating created IP to products and services of benefit to society is a complex process that normally involves considerable risk-taking and expenses. GNC on transfer and use of IP proposed here considers the above fact. Commercialization of IP is generally carried out via licensing or assignment. A licensing agreement is a partnership between an intellectual property rights owner (licensor) and another who is authorized to use such rights (licensee) in exchange for an agreed payment (fee or royalty). In contrast, IP assignment involves irrevocably and permanently transfer to the assignee by the assignor.

MATERIAL TRANSFER AGREEMENT (MTA)

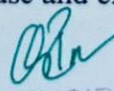
In case the material transfer clause is not covered, an appropriate Material Transfer Agreement (MTA), such as biotechnology inventions shall be signed between the donor and the recipient of the material regarding the use of the subject material.

POLICY FOR IP LICENSING AND ASSIGNMENT

Licensing intellectual property to a third party is the most common modality for technology transfer leading towards commercialization. There are various modes of licensing strategy, which includes the following:

- **Exclusive licensing:** The licensor licenses the IP only to one licensee. In other words, the licensee is the only one authorized by the licensor to use and exploit the IP. Even the licensor is excluded from using and exploiting the IP.
- **Sole licensing:** The licensor issues license to only one licensee in this licensing. However, this will also enable the licensor to use and exploit the IP.




PRINCIPAL
GURU NANAK COLLEGE (AUTONOMOUS)
GURU NANAK SALAI,
VELACHERY, CHENNAI - 600 042


- **Non-exclusive licensing:** The licensor can sign agreements with more than one entity for usage in this licensing. In other words, the same IP may be used by many licensees simultaneously for the same/different purposes.
- **Sub-licensing:** Sub-licensing is applicable when a licensee wishes to license the IP to another party further.

With creating a diversified IP at GNC, each license agreement has a certain difference in the technology being exported/ transferred. The following guidelines apply to a license agreement with a Third-party:

- Generally, no entity shall be issued exclusive right for the development/commercialization of intellectual property owned by GNC
- A time limit for usage of IP owned by GNC will be implemented to prevent the possibility of misuse.
- The license agreement should state whether permission for Sub-licensing is permitted or not, and whether the licensor's consent is required or not in this matter.
- GNC and its inventors should be protected from all liabilities arising from a particular IP.
- The licensing process should not restrict the right to publish and incorporate necessary material in the student's thesis.
- The third-party will not place restriction(s) beyond the Inventor (s) on GNC from entering into research and development in the same area independently or in collaboration with other organization(s).

The license agreement may contain such other provisions as GNC may be determined in the society's best interest.




 PRINCIPAL
 GURU NANAK COLLEGE (AUTONOMOUS)
 GURU NANAK SALAI,
 VELACHERY, CHENNAI - 600 042