



## IPR POLICY OF SWARRNIM STARTUP AND INNOVATION UNIVERSITY



## Table of Contents

Sr.No	Subject	PageNo.
1	Preamble	3
2	Objectives	5
3	Types of IPRs & Definitions	6
4	Administration of IPR Cell	7
5	IP Cell suggested role	8
6	IP Funds	10
7	Power to Amend IPR policy	
8	IP infringement	10
9	Types of activities leading to generation of IP	11
10	Disclosure and maintenance of confidentiality	12
11	Procedure for IP Protection	16
12	Commercialization of IP	18
13	Dispute Resolution	19
14	Miscellaneous	20





## IPR Policy of Swarnim Startup and Innovation University

### **Preamble**

**Studying Innovation and entrepreneurship without doing it is like studying the appreciation of music without listening to it. Until you confront the fear and discomfort of being in the world and saying, "Here, I made this," it's impossible to understand anything at all about what it means to be an entrepreneur".**

**-Seth Godin-**

Knowledge is undoubtedly the most powerful tool for the new world order today. Phenomenon such as the fourth Industrial revolution creates a seismic shift across a broad spectrum of industries with greater convergence of the physical experiences with advanced technologies. Hence it will be appropriate to attribute Industry 4.0 as knowledge revolution which combines the human and machine intelligence together to transform products, services and societies. It is witnessed that knowledge is applied for designing innovative solutions and to create an impact by scaling it through entrepreneurial pursuit.

The role of Higher Education Institutions/Universities has always been crucial as a part of the Innovation and Entrepreneurial ecosystem. The HEIs are natural incubators for nurturing the creative potential of students and present an ideal platform to enterprise creation within the campus which later taken the world by storm. For a transient economy like India the HEIs can play a significant role for fostering a innovation culture within the campus and can help in preparing the students for contributing to the growth economy.

The Swarnim Startup and Innovation University, Gujarat aims to provide an it is necessary that the knowledge generated through research, teaching, and collaborative endeavors gets encouragement and facilitation to be translated easily into Intellectual Property Rights of the stakeholders. Encouragement, promotion and safeguarding the innovations generated by the faculty, students, research scientists and staff members of the University is of concern. Hence, it is necessary to formulate a IPR management policy, procedural guidelines, and administrative structure for making the inventions



made in the course of research carried out in the University available to the public while providing adequate safety to the IPR. Introducing prudent IPR management practices within the University system to promote the IPR culture is equally significant. This will enable the University to make appropriate use of developed IPR with the maximum possible benefit to the inventors, the University, and the nation at large. Needless to say, the University must safeguard the interest of inventor(s) of IP, and provide fair distribution of returns accruing from the commercialization of the same. Thus, creating an informed environment of IPR awareness is all the more relevant in this digital World.





## Objectives

The University has formulated this intellectual property policy for the management of intellectual property to:

- i) foster, stimulate and encourage creative activities in the widest sense in the areas of Technology, Science, Arts and Management.
- ii) protect the legitimate interests of the University, faculty, scholars, students and other members of the University and the society at large and to help resolving possible conflicts of opposing interests.
- iii) put in place a transparent administrative system for the ownership control and assignment of intellectual properties and sharing of the revenues generated by the intellectual properties developed and owned by the University.
- iv) Evolve an organization structure and procedures through which inventions and discoveries made in the course of university research may be made readily available to the public through channels of commerce.
- v) Establish standards for determining the rights and obligations of the university, creator of intellectual property (for example inventions, developers, authors) and their sponsors with respect to inventions, discoveries and works created at the university.
- vi) Ensure compliance with applicable laws and regulations and enable the university to secure sponsored research funding at all levels of research; and
- vii) Enhance the reputation of the university as an academic research institution and a member of society by pursuing the highest ideals of scholarship and teaching and by conferring the benefits of that scholarship and teaching on the university community and society.
- viii) The IPR policy provides the mechanism for preservation and use of intellectual property and procedures through which invention and discoveries made in the course of university research are disseminated to the public through the transfer of technology. As the scope of intellectual property and the mechanism for the transfer of technology are vast, it is not possible to address all the possibilities in this policy. However, the university aims to generate intellectual property for society use and benefit while raising income to support research and education.



## Types of IPRs & Definitions

These intellectual properties can be illustratively defined as

**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.

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

**Trademark:** 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 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 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.

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

**New plant variety:** a plant variety that is novel, distinct and shows uniform and stable characteristics.

**Biotechnology inventions:** includes recombinant products such as vector, nucleotide sequences and micro-organism





## Administration of IPR Cell

The IPR policy shall be applicable to all the University personnel working on regular or contractual basis, as well as to non- University personnel associated with any activity of the University. IP Cell shall be the sole custodian of all IPs generated in the University and the IPR guidelines will be maintained in the University through the IP Cell. The IP Cell shall have the following structure:

- (i) Chairperson appointed by the Vice-President.
- (ii) Advisory Committee consisting of one member from each college.
- (iii) Provost of the University
- (iv) Academic deans of all streams
- (v) Two external members specializing in IPR related issues.
- (vi) Legal person
- (vii) Nominee of the Finance Officer of SSIU

The Cell shall be responsible to administer all issues related to the IP policies, patent filing, commercialization of IPs and other relevant matters as may be required from time to time. Chairperson of IP Cell shall be authorized to sign all Material Transfer Agreements on behalf of the University.

The tenure of the Chairperson and the Advisory Committee shall be for decided by the Vice president of the University. It is emphasized here that the IP Cell is a semi-legal body of the University and the team members have to remain aware of IPR policy of the Government of India. Further, for the continuity of the policy matters and benefit of the inventors, it is necessary that the team.



**IPC Cells suggested role would include the following:**

- (a) To create expert groups in different subject domains for assessing and recommending proposals for IP filing.
- (b) Create and finalize procedures, forms (and guidelines) for implementation of the IPR policy at SSIU.
- (c) Evolve proper procedures and guidelines for good practices for record keeping to enable efficient IP filing and protection.
- (d) Create and finalize draft agreements to facilitate IP protection by SSIU.
- (e) 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.
- (f) Provide guidelines for IPR related documentation including creating infrastructure for the same.
- (g) Formulate programs for educating faculty/students/supporting staff/project staff/visitors about IPR and other associated issues.
- (h) Approach funding agencies, venture capitalist etc. for funds for promotion of IPR activities at SSIU.
- (j) To provide waivers and release of IPR to Inventor(s) and/or Third party(ies) within the framework of IPR policy of SSIU.
- (k) To evolve modalities of financing of IP related activities at SSIU.
- (l) 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.
- (m) Investigate the matter of violation/infringement of any intellectual property rights related to SSIU and make recommendations to the Director for resolution of such violation/infringement.
- (n) Deal with any relevant issues arising out of promotion as well as





implementation of IPR policy.

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



### **IPRFunds:**

SSIU will examine to institute an IPR Fund by accumulating part of the revenue generated from licensing/assigning and other resources to support IPR activities of SSIU. SSIU would also invest corpus amount every year to encourage filing and registering of IPR(s).

### **POWERSTOAMENDIPRPOLICY**

SSIU through its Executive Council, will have the 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 and international developments including treaties and legal judgments. The changes or the new policy shall be applicable to all faculty/students/project staff/ supporting staff /visitors.

### **IPINFRINGEMENT**

In case of violation/infringement of any intellectual property rights such as patent infringement by the SSIU faculty /students/project staff/ supporting staff/visitors or any third-party infringing upon the IPR of an SSIU inventor, SSIU would create an appropriate administrative body, which would first investigate the matter and make recommendations to the Vice Chancellor for resolution of such violation/infringement. In case of any third-party infringing upon IPR of SSIU, the above administrative body would investigate and make recommendations to the Vice Chancellor including need for any legal course of action.





## **TYPES OF ACTIVITIES LEADING TO GENERATION OF IP**

SSIU has engaged itself in different types of Research and Development (R&D) activities including the following, which may generate intellectual property(ies):

- a) Research taken up by a faculty/student/project staff/supporting staff /visitor in the normal course of his/her appointment/engagement at SSIU with funds coming from SSIU (this would include research projects undertaken by students under the supervision of the faculty member);
- b) Research taken up by a faculty/student/project staff/supporting staff/visitor from funds coming from a sponsor such as Government of India, state governments, international agencies, or foreign governments, etc.
- c) Collaborative research undertaken with other institutions including government departments and agencies, PSUs and private companies located in India;
- d) International collaborative research with institutions and companies located outside India;
- e) Research supported by companies and other private organizations through research projects or consultancy assignments; and
- f) Any combination(s) of the above.



## DISCLOSURE AND MAINTENANCE OF CONFIDENTIALITY

When the inventors are of the belief that they have generated patentable intellectual property using University resources, they should report it promptly in writing along with relevant data and complete information to the IP Cell requesting for IPR protection. The details required will be the full disclosure of the IP indicating the problem for which solution was researched with identification of all persons who constituted the inventor(s) team.

The inventor should reveal to the IP Cell about the invention/ technology development/ software/copyrightable materials where the inventor will justify the novelty, usefulness and the non-obvious aspects of the concerned invention. The IP Cell of the University will evaluate the disclosure made by the inventor(s) and the prior-art report prepared by assigned Patent Attorney to determine whether there is a good prima facie case for believing that the IP has economic value and it needs protection. It will communicate to the inventor(s) about the decision and if the recommendation is positive, the Cell will guide the inventor through the patent filing process. The IP Cell will bear the full cost of filing the Indian Patent.

Considering two aspects of IPR Patents and copyrights which are mostly filed by the educational institute at IP India, both are described as below:

### Patents

Any new product and/or process, which has potential application in any trade and/or commerce, can in principle be filed as a patent with novelty claims. A patent is legally owned by the assignee. If any stakeholder makes an invention, the IP rights will belong to the University or with innovator or with both (will be decided at the time of filing).

(i) This means that IP developed by the University researcher is owned by the University, with the researcher(s) explicitly named as inventor(s) or applicant. Thus, SSIU will be the sole assignee of the patent or combined if the invention arises out of the use of resources of the University.

(ii) Any IP generated as a work for hire will belong to the University or for both innovator and University.





(iii) The University will thus be the assignee while the researchers will be the inventors. Where a patent is applied for, the inventors should agree to maintain secrecy and confidentiality of all relevant details of IP until the patent application has been filed. If the IP Cell committee will be convinced by the innovator also be added as an applicant the decision for the same will be finally taken by the Vice-President.

(iv) The University will be the sole assignee of IP created through sponsored research where the sponsor does not claim IP rights. Prior to filing patent, the inventor needs to take a No Objection Certificate from the sponsor clearly stating that they do not wish to claim IP rights.

(v) In the case the sponsor desires to claim IP rights, the University and the sponsoring agency will be joint assignee of the IP.

(vi) If the invention involves no use of University resources, and the IP is created while the employee/student was on assignment/sabbatical to a different institution, then SSIU and the other institution will be the joint owners/assignees of the IP created with the employee/student concerned named as the inventor in the patent application.

(vii) Where research has been sponsored by a government agency/autonomous body, and no prior agreement exists on sharing of IP, then the licensing of patents, and the revenue sharing on the event of its commercialization should be negotiated between the sponsor and the University.

(viii) Royalty/financial gains accruing from the commercialization of the University owned IP should be shared between the University and the inventors as per the policy guidelines of SSIU for revenue sharing details given under mutual agreements.



## Copyrights

The issue of Copyrights ownership and protection will be governed by the Indian Copyrights Act in force at that time. However, in the context of SSIU, the following guidelines will be followed:

- a) The University will be the owner of the copyright of all teaching materials/methods developed by the University personnel as a part of any of the academic programs of the University. However, the author concerned will have the right to use the material in his/her academic pursuits.
- b) Any copyrightable work generated as a work for hire will belong to the University or author or both (depends on mutual agreement).
- c) The University will be the owner of the copyright of the work generated in the area of specialization of the University personnel, which includes software created with the use of University resources, other than a literary work.
- d) The student and his/her supervisor(s) will jointly own the copyright of the thesis / dissertation / project report/term paper written by a student. However, the University will be entitled to a non-exclusive, non-transferable license to use the work within the University for non-commercial purposes, or to possess a limited number of copies for such purposes, whichever is relevant.
- e) The University will be the owner of the copyright of the work produced by a non-University personnel, where the work concerned is created through the association with any activity of the University, and/or with the intellectual contribution received from any University personnel. However, the authors of such work will have the right to use the material in his/her professional capacity.
- f) If the work is produced during the period of sponsored and/or collaborative activity, specific provisions related to IP, made in contracts governing such activity, will determine the ownership of IP.
- g) If the work is not related to the domain area of the University personnel and does not involve the use of University resources, then the University will have no ownership right in that work.





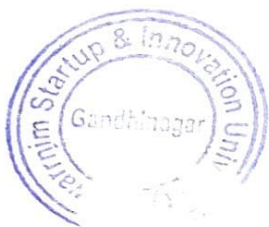
- h) The University will not own the copyrights of works such as books, articles, monographs, lectures, speeches, video presentations and other communications produced by the University Personnel where the University resources are not used.



## Procedures for IP Protection

Any employee(s) of the University desirous of filing a patent application in connection with the innovative work done by him/them should follow the procedure outlined below:

- a) Forward a one-page proposal outlining the main highlights of the invention to the Chairperson, IP Cell, for preliminary evaluation.
- b) The application will be processed by the office of the IP Cell as per the IPR Policy of the University.
- c) If after the examination, the proposal is found to be patentable, it will be conveyed to the inventor applicant, and he/she will be advised to seek the professional help and guidance of a SSIU empaneled patent attorney.
- d) The patent attorney will conduct a patentability/prior-art search and report the same to the IP Cell.
- e) The IP Cell will assess the application, based on feedback from the patent attorney.
- f) If the invention is found to be patentable, it will be recommended for patenting by the University, the applicant will be requested to have further discussion/interaction with the patent attorney for completing formalities for filing the application in India Patent Office.
- g) The University will maintain an Indian patent for a maximum period of 10 years. Sincere efforts on the part of the inventor must be initiated during this time span to commercialize the invention.
- h) Within 12 months of filing the Indian patent, the inventor may opt to file a PCT application for international protection of his/her IP. For this, the inventor applicant must approach the Chairperson, IP Cell with a formal request seeking permission for filing a PCT application. Once the PCT is filed, the inventor gets 30 months to file foreign country specific patent application. The University at its discretion may allow the inventor to file a country specific application in ONLY one of the countries like, USA, Australia, Japan, South Korea, China, European Union





etc. The assessment will be done from case-to-case basis for application in any of the foreign country. The foreign patents will be maintained by the University for a period of 10 years only.



## Commercialization of IP

- (a) The University will encourage the inventors to commercialize their IP through third parties who may or may not be the joint inventors through the grant of exclusive/ non-exclusive licenses, or assign its ownership rights to third parties/ inventors safeguarding the interests, financial or otherwise, of the University.
- (b) When a third party is interested in commercializing an IP after inspecting its relevant technology profile, they may apply to the Chairperson, IP Cell for the same. A license fee will be decided by the IP Cell in consultation with the inventor, and after the Deposition of the required fee for transfer of the technology, the University will then require the third party to sign a confidentiality agreement undertaking to maintain the confidentiality of all information disclosed.
- (d) Confidentiality agreement will continue to be in force even if the commercialization process is aborted at any stage. However, third party should give NOC.
- (e) All such licensing agreements/assignments in particular where the third party is also the inventor, would be carefully examined by the University to determine that no conflict of interest will occur as a result of their ratification. The third party when interested in any such transfer of rights must demonstrate technical and business capability to commercialize the IP.
- (f) The assignment or license may be subject to additional terms and conditions, such as revenue sharing with the University or reimbursement of the cost of statutory protection, when justified by the circumstances of development of the IP licensed. If the University finds that the third party has not taken steps to commercialize the property within one year of acceptance of the license, the University will be free to revoke the license.
- (g) The actual cost of transfer of interest/ right/ ownership and maintenance of rights in the University owned IP by way of license, assignment or otherwise devolution of rights for such purposes will be borne exclusively by the licensee, assignee, and person acquiring such rights. The University may under special circumstances retain a non-exclusive royalty-free license to use the property for academic work.





## Dispute Resolution

Any disputed issue related to the intellectual property or the interpretation of these Ordinances, shall be decided as follows:

- i) Any disputed issue that cannot be resolved with the assistance of the IPR cell shall be referred to a tribunal of Arbitration at the instance of the University or at the request of the inventor or funding agency. The decision of this tribunal of Arbitration shall be final between the parties for any disputed issue related to intellectual property, revenue sharing or the interpretation of this policy.
- ii) The tribunal shall consist of Director IPR Cell, one member appointed by the Vice-Chancellor, one member nominated by the other party(s) and the Legal Advisor of the University.
- iii) The process of resolving the dispute shall be completed expeditiously and except in unusual circumstances within two months.
- iv) The tribunal of Arbitration shall have power to regulate its own procedure in consonance with principles of natural justice.



## Miscellaneous

**Amendments:** The University reserves the right to amend these Ordinances at any time as required. The syndicate upon recommendation by the Intellectual Property Cell may amend these Ordinances.

**Waivers:** The University may grant a waiver from the provisions of these Ordinances on a case-by-case basis. All waivers must be in writing, supported by reasons and signed by the Vice-Chancellor. Any decision to grant a waiver will take into account the best interest of the University and the facts of the particular situation. Every waiver and reasons for it shall be reported to the syndicate in its next meeting.

**Educational Materials:** Educational Materials represent a broad spectrum of copyright works. These materials encompass traditional educational materials such as material for lessons and course material as well as other methods of course delivery such as Internet based learning. The desire of the University is to encourage the development of creative and effective educational tools and media in order to further the University educational goals. Educational materials produced in the normal course will generally be owned by the creator of the educational material. Certain circumstances, may however, give rise to claim of joint ownership by the University. Because all possible circumstances cannot be envisioned by this Ordinance, each particular situation will have to be evaluated on its own facts to determine ownership interests.

**Moral Rights:** The University recognizes the moral rights of the creators of intellectual property and shall endeavor to protect these rights. These include the right of fair attribution of authorship or invention, the need for the work not to be altered in such a way that it harms the reputation of the creator and an opportunity for the creator to be involved in determining the final outcome of his/her labour.

**Logo and the Emblem of University:** The logo and Emblem of the University are the exclusive identity and property of the University and no person shall without prior permission of the University can utilize the logo and / or emblem of the University for any commercial purpose.



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