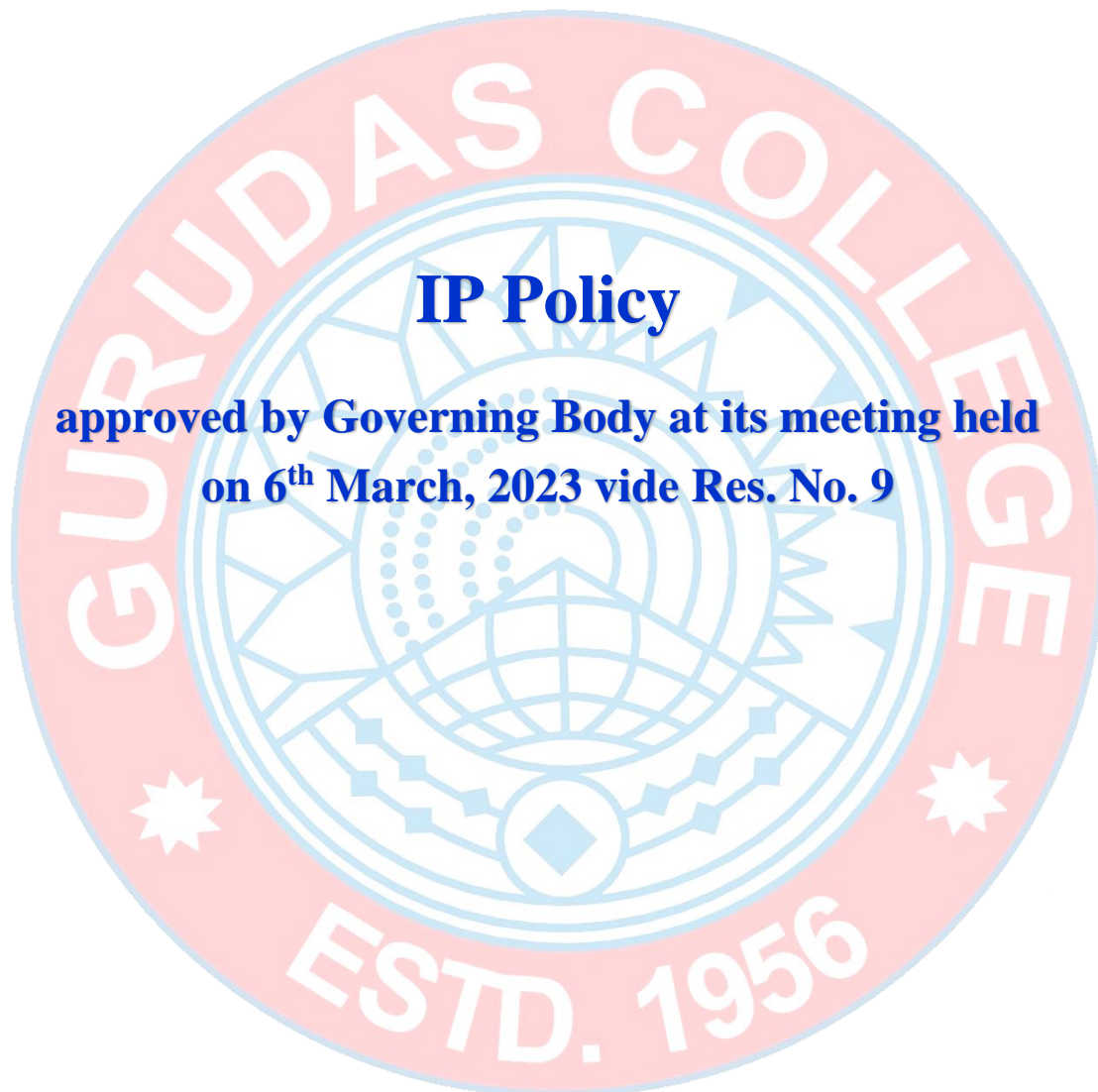




# Gurudas College

AFFILIATED TO UNIVERSITY OF CALCUTTA  
RE-ACCREDITED WITH 'B' GRADE BY NAAC



## IP Policy

approved by Governing Body at its meeting held  
on 6<sup>th</sup> March, 2023 vide Res. No. 9

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## 1. ABOUT THE COLLEGE

Affiliated to the University of Calcutta, Gurudas College has been educating young minds since 1956. Both the college's history and its location have contributed to its unique identity. Originally from the nearby historic Narkeldanga neighborhood, Sir Gurudas Banerjee was the first Indian Vice-Chancellor of the University of Calcutta and a noted educationist.

From humble beginnings on 14<sup>th</sup> August, 1956 the college has now expanded into a full-fledged institution with a huge campus consisting of three buildings (with another under development) and a well-stocked library with modern equipments. Twenty areas of study are currently available to undergraduates. There are 18 of these departments that provide Honours options for students. Postgraduate degrees can be earned in Bengali, Zoology, and Physics. The college has implemented the CBCS (Choice Based Credits System) as well as CCF under NEP 2020 as per directive of the University of Calcutta.

## 2. OBJECTIVES:

- a. To provide a framework to foster innovation and creativity in the areas of technology, sciences, and humanities by nurturing new ideas and research, in an ethical environment
- b. To promote more collaborations between academia and industries through better clarity on IP

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ownership and IP licensing.

- c. To create a mechanism for knowledge generation and its commercial exploitation.
- d. To lay down an efficient, fair, and transparent administrative process for ownership control and assignment of IP rights and sharing of revenues generated by IP, created and owned by the academic institution. Additionally, in cases of government funded research, the inventor(s)/ organization(s) should disclose their IP filings to the Government Agencies that have funded their research.
- e. To share the revenues generated through the intellectual property owned by the college.
- f. To promote bilateral and/or multilateral agreements for technology transfer mechanisms within the college.

### **3. OWNERSHIP OF INTELLECTUAL PROPERTY (IP)**

The ownership of Intellectual Property (IP) related to its any tangible and intangible types in the form of new creations (inventions/technologies, literary and artistic works, musical works, cinematographic films performing art works, softwares, symbols, marks, names, product designs, integrated circuit designs, plants etc.) by way of patents, copyrights, industrial designs, trademarks, integrated circuit designs, new plant varieties, trade secret etc. will be decided as under:

#### **a. IP will be owned exclusively by the College subject to exceptions if:**

- i) It has been developed either solely by utilizing the funds / facilities/ resources provided by the college or with a combination of funds / facilities/ resources of the college and other agencies (Sponsor agency/ Funding Agency/ Industry etc.) but without any explicit associated agreement regarding ownership of IP generated.
- ii) It has been developed with the use of external funds/ facilities/ resources, including that of sponsored research and consultancy projects without any explicit associated agreement regarding ownership of IP generated.
- iii) It has been developed under any contract arrangement/ work for hire including work outsourced by the college.

#### **b. IP can be owned by Third party exclusively or jointly with the college subject to exceptions if:**

- i) It has been developed with external funding from third party including sponsored research,

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consultancy projects and other collaborative activity with explicit associated agreement regarding ownership of IP generated.

ii) It has been developed without external funding from third parties under collaborative projects or activity with third party with explicit associated agreement regarding ownership of IP generated.

iii) It has been developed under a multi-institutional/multi-country collaborative project with explicit associated agreement regarding ownership of IP generated.

### **c. Exceptions to above clause (a) and (b):**

i) The college will not own the rights of IP in of case books, articles, papers, monographs, lectures, speeches or other similar copyrightable works (except softwares) produced by its faculty/ researchers/ students in the course of teaching and research at the college except all works like syllabi / exam instructions/ course framework/question papers/ including study materials in print or electronic medium developed for open and distance education courses/programmes. If the original creator of study materials in print or electronic medium developed for open and distance education courses/programmes is unable/ unavailable to revise or update the same, the college has all rights, to use other faculty/researchers/or on contract, to revise and update the same with the permission of IPR-SC. The ownership rights for plays, cinematographic and other films, musical works etc. developed using funds / facilities/ resources/ infrastructure of the college will also be vested with the college.

ii) The copyrights for literary work (except softwares) of all research papers, articles, thesis, project reports, dissertations or similar works shall be owned jointly by supervisor and student, however, any other associated IP in the form patents, software, designs etc. would be owned by the college.

iii) The college will not own any IP which is not related to the creator's involvement (responsibilities associated with employment/studentship) with the college, and the activity was carried out without using funds / facilities/ resources available with the college (including of third parties under agreement with The College)

**Note:** In above cases C (i and ii), Where IP rights have not been assigned to The College, The College is entitled to use the work for non-commercial educational and research purposes, and further, The College is also entitled to possess limited number of copies of the related work, wherever and whenever required. The College has a full right to keep these works for library

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record/share or upload the full thesis/dissertations/project work/ reports or their abstracts on The College website or any Departmental website of The College or share with other regulating agencies like MHRD, UGC etc. as and when required.

### **4. DISCLOSURE**

The College encourages timely disclosure of all potential IP / Inventions / Innovations generated (conceived or reduced to practice in whole or in part) by members of the faculty or staff (including research staff, doctoral students, students and visiting scholars) of the Institute in the course of their Institute related activities. The College identifies the relevant statutory and other mechanisms not limited to Patent, Copyright, Trademark, Design Rights, Integrated Circuit, Plant Varieties and rest towards registration. Disclosure enables prompt action by The College to appropriately protect and disseminate the research activities occurring at The College

### **5. LICENSING AGREEMENTS AND REVENUE SHARING**

#### **1. Research Outputs Generated as a Result of Incidental Support by the College**

The revenue sharing on any IP generated by using incidental support, between college and researcher will be in the ratio of 20:80 respectively. It will be applicable to IP owned by College which is created with incidental support of the College.

#### **2. Research Outputs Generated as a Result of Substantial Support by the College**

i. The universities are free to enter into revenue sharing agreements with the researchers, in cases of commercialization of innovations, as per the advice of the IPR Cell. The details of revenue sharing may be decided, based on the type of IP and kind of commercialization. The college and researcher will have 60:40 ratio of revenue sharing, respectively. In order to ensure early commercialization and encourage the researcher to take active initiative for this purpose, the sharing of revenue sharing will be 40:60 by the College and researcher respectively for the first five years from the date of filing of particular IP application.

ii. In case the IP filing costs were not borne by the college, the researcher would be first reimbursed the costs incurred for filing of applications and maintenance of such IP, from any income accruing from the commercial exploitation of the IP. This is particularly relevant, as provisional patent applications may have to be filed by the innovators before any disclosure of the innovation and also in case refusal of financial support for filing and maintenance of IP. Only the income beyond such costs needs to be shared with the college.

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iii. The researcher's share may continue to be paid, irrespective of whether or not the individual continues as a researcher at the college.

iv. If more than one researcher is involved in the generation of IP, all the researchers who qualify for benefit sharing in that IP may sign at the time of filing the application (for example, at the time of filing of patent application), an agreement outlining the proposed distribution of any IP-related earnings based on their contribution. The agreement should specify the proportional percentage of distribution of earnings from IP to each of the researchers. The researcher(s) may, at any time, by mutual consent, revise the distribution of IP earnings agreement, and the college may approve the revised agreement, subject to the advice of the IPR Cell.

v. With regard to the IP-related revenues earned by the college, 50% of the revenue may be used for creating the College's IP management fund. This fund may be utilized for any activity relating to commercialization and maintenance of IPRs or obtaining IPRs in any other country, or for capacity building in the area of IP protection. Further, 10% of the share may be paid to the college as administrative charges and 40% may be made available to the department concerned for the purchase of equipment or materials or for any other academic/research activity, including promotion of science and innovation.

### **3. Research Outputs Generated as a Result of Substantial Support from External Partners**

i. The revenue sharing on any IP generated from a partnership between the college and external partners may be based on the agreement signed between the college and the external partner at the beginning of such collaborations. In absence of any prior agreement on revenue sharing,

College and External partner shall hold discussion and resolve revenue-sharing issues in line with proportional contribution in generating and protecting IP, ownership of IP and allocation of rights as per clause VI

ii. In circumstances wherein the assignee or the licensee has not taken adequate steps for the commercialization of the college-owned intellectual property, the college should consider revocation of the license and assign it to another party. For this, insertion of an appropriate clause in the initial license agreement between the College and the licensee about transfer and/or commercialization of technology would be desirable.

## **6. LIMITATION OF LIABILITY**

All commercialization agreements shall clearly mention that the college and its researchers are protected and indemnified from all liabilities arising from development and commercialization of the IP.

## **7. SHARING OF COSTS WITH REGARD TO IP PROTECTION**

With regard to the costs involved in IP protection, the following is recommended:

A. The expenses involved in obtaining and maintaining IP protection may be shared between the parties, depending on who owns the IP. If the college is the sole owner of IP, the costs of IP protection shall be borne by the college.

i. In case the college refuses to incur expenditure in protecting IP, inventor will be allowed to file IP applications in the name of the college or in the joint name of researcher and college at their own costs. Under such circumstances, IP filing costs may be recouped as per the provisions relating to benefit sharing as per clause V (C)(1).

B. If the IP ownership is shared with external partners, the costs for IP protection may be shared by both the parties, based on the terms and conditions provided in the agreement. In absence of such prior arrangement cost shall be shared in proportion to the allocation of rights and benefits.

C. Any costs involved in the transfer of rights/ownership of the college-owned IP will be borne exclusively by the licensee, assignee or person acquiring such rights.

## **8. SHARING OF IP RIGHTS BY THE COLLEGE**

Subject to any associated agreements, as well as the conditions mentioned above, the College may allow researchers to be joint applicant in all IP protected by researchers at their cost if the College decides not to pursue the protection of IP within a period of nine months of sufficient disclosure by the researcher to the College. The College shall make all efforts to convey to the researcher the decision to pursue or not to pursue protection of IP, within a period of six months of sufficient disclosure by the researcher to the College, and the College shall cooperate with researcher in executing all relevant documents required in the process of filing, prosecution and maintenance of IP by researcher(s) at his/her/their own cost.

‘Sufficient disclosure’ means providing a detailed description of features essential for carrying out the invention, in order to render it apparent how to put the invention into practice to a person skilled in the art.



## **9. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY INSURANCE**

The College shall, in any contract between the licensee and The College, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, upgrades, debug obligations and the content created. The policy also supports the need to indemnify The College personnel built into the license agreements for sponsored research and consultative work. The College shall retain the right to engage in any litigation concerning its IP and license infringements.

## **10. CONFLICT OF INTEREST**


The inventor(s) are required to disclose potential conflict of interest while undertaking any IP related activity. 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. The College license to a company in which the inventors also have a stake and management role shall be subject to the approval of the Director of R&D Cell taking the above consideration into fact. All The College Personnel shall be bound by the conflict-of-interest related policy / guidelines of The College as applicable from time to time.

## **11. DISPUTE RESOLUTION**


In case of any disputes between The College and the inventors / creators regarding the implementation of the IP policy, the aggrieved party may appeal to the Director of The College. Efforts shall be made to address the concerns of the aggrieved party through the appointment of a committee of experts and the verdict of the Director is final.

## **12. JURISDICTION**

All agreements to be signed by The College will have the jurisdiction of the court in Kolkata and shall be governed by appropriate laws of India.

  
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