



# Parvatibai Chowgule College of Arts and Science

Autonomous

Margao-Goa

## INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY

---

### Introduction:

With over 50 years since its establishment, Parvatibai Chowgule College of Arts and Science has been the leading Institutes in terms of teaching, research and overall development through absolute commitment to excellence.

Intellectual Property Rights plays a pivotal role in shaping the competitive spirit in an Organization. In view of this, Parvatibai Chowgule College of Arts and Science (Hereinafter referred to as “Chowgule College”) through this Intellectual Property Rights (IPR) Policy aims to provide guidance to academic and non-academic staff, students, scholars, and outside agencies on the practices and the rules of the Institute regarding Intellectual Property Rights (IPR) and obligations which include the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements.

This Policy shall be in force with effect from 01<sup>st</sup> February 2017 and shall be applicable to all matters of Intellectual Property Rights addressed before the Institute.

## Objectives:

Objectives of the IPR policy of Chowgule College are set forth below:

1. To create an Intellectual Property ecosystem within the Institute by encouraging, facilitating, promoting and safeguarding investigations, innovation and research
2. To identify and manage the Intellectual Property Rights in research findings and other academic works produced by the Institute and the persons involved in the research and development
3. To encourage protection and commercialization of Intellectual Property created through research findings in the Institute.
4. To set forth guidelines for Intellectual Property ownership developed at the Institute either in house or outsourced or sponsored or any collaboration whatsoever
5. To lay down a procedure for management of Intellectual Property by the Institute

## Scope:

This Intellectual Property Policy applies to all the Chowgule College personnel i.e. academic staff, non- teaching staff, students who participate in research and project work at the Institute.

The policy shall cover all types of Intellectual Property Rights under relevant IP Laws of India such as Patent, Trademark, Copyright, Industrial Designs, Geographical Indications, Trade Secret and Plant varieties protection.

## Ownership of Intellectual Property:

Ownership of the Intellectual Property shall be applicable based on the following cases:

### **1. EXCLUSIVE OWNERSHIP OF CHOWGULE COLLEGE & FACULTY IN-CHARGE OF RESEARCH WORK/PROJECT**

All Intellectual Property Rights shall vest in and be the absolute property of Chowgule College and the Faculty-incharge of the research work/project in cases of-

- a. Intellectual Property made or created by way of research/project work at the Institute by any Institute staff, personnel or students during their course or pursuant to Institute research and;
- b. Intellectual Property developed with the use of funds, resources and/or facilities provided by Chowgule College

Notwithstanding anything contained hereinabove, the Faculty to claim ownership in Patent application shall showcase substantial contribution to the innovation work in the respective matter. Mere assistance or minimal contribution in the works shall not entitle the person to patent rights.

In addition to the above, any staff, personnel or students involved in the innovation project shall not be entitled to patent rights under the application whatsoever. The rights shall solely belong to the Institution and the Faculty in-charge of the innovation project.

In all cases of patent applications filed through the College, all financial implications shall be entirely borne by the College itself.

## **2. JOINT OWNERSHIP**

Intellectual Property arising out of research/project work undertaken on behalf of the private sponsoring agencies, external consultants and/or collaborating institutions, not including Government agencies and Institutions may be owned jointly in cases of-

- a. The private sponsoring agencies, external consultants, funding agencies and/or collaborating institutions bear the cost of filing and maintaining of the Intellectual property, equally
- b. If the private sponsoring agencies, external consultants, funding agencies and/or collaborating institutions are not forthcoming within 6 months of completing the research/project work, Chowgule College at its discretion shall file the application with absolute ownership and will meet the entire cost of filing and protection of IPR
- c. In cases where Government agencies and Institutions sponsored project works are not claimed by the Government agencies through any scheme or policy, Chowgule College shall claim entire ownership in the sponsored project.

## **3. OWNERSHIP BY INVENTOR/ CREATOR:**

Inventor/ Creator shall own Intellectual Property in cases where such Inventor/ Creator-

- a. Without using any funds and/or facilities, resources of Chowgule College

- b. Without using any funds and/or facilities, resources of any sponsoring agencies, external consultants, funding agencies and/or collaborating institutions

#### **4. OWNERSHIP OF COPYRIGHTABLE WORKS**

- a. Chowgule College shall be the owner of copyright on all software developments used as teaching aids developed by its personnel as part of any academic programs, with significant use of the Institute's resources.
- b. Chowgule College shall not hold any ownership or authority on books and publications authored by its personnel including teaching material.

#### Management of Intellectual Property at Chowgule College:

To supervise the implementation of the IPR policy and addressing IPR related research and project works of its personnel, Chowgule College shall scrutinize the applications on case-to-case basis, headed by:

1. Principal of the College
2. Faculty in-charge of the project
3. IPR committee duly constituted by the Principal of the College

With the following roles and responsibilities:

- i. Monitoring the implementation of IPR Policy
- ii. Create a budget for protection and enforcement of IP created in the Institute
- iii. Choosing an IP Firm for managing Intellectual Property portfolio
- iv. Regulate funds for creating IP assets related to the protection and commercialization of intellectual property

Procedure for Patent application through College:

- i. Concerned Faculty in-charge who claims innovative steps in the project work shall apply to the Principal for filing of Patent application
- ii. The Principal shall scrutinize the application and forward the same for remarks of the IPR committee
- iii. A meeting of the IPR managing committee shall be convened comprising of:
  - a. Principal of the College
  - b. Faculty in-charge of the project
  - c. IPR committee duly constituted by the Principal of the College
- iv. In case if the application is rejected, the managing committee shall stipulate adequate reasons for rejection
- v. In case if the application is approved, the following shall be observed:
  - a. Whether the project work needs to undergo a Patent Search through specialized IP firm
  - b. If so, the College shall take necessary steps to financially support the search report application
  - c. On finding that the application is based on novelty (with or without search report), the College shall proceed with filing of patent application with co-inventor being the faculty in-charge who has substantially contributed in the research findings.
  - d. All financial implications shall be borne by the College towards the Patent application

### Disclosure:

When the creators believe that they have generated patentable or commercially viable intellectual property using Institute-supported resources, they shall report it promptly in writing along with relevant documents, data and information, to the Institute through the appropriate authority, in this case the Principal. Disclosure is a critical part of the Intellectual Property protection process for claiming the inventorship. The information shall constitute a full and complete disclosure of the nature, particulars and other details of the intellectual property, identification of all persons who constitute the creators of the property, and a statement of whether the creator believes he or she owns the right to the intellectual property disclosed, or not, with reasons. In case of the sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of the creative work is applied. By disclosure the inventors shall assign the rights of the disclosed invention to the institute and the faculty in-charge of the project.

### Licensing Policy:

Licensing of Intellectual Property shall fall into any of the following categories:

1. Exclusive Licensing:

Given only to one licensee to exploit Intellectual Property/ know how, excluding even the licensor from exploiting the IP. Licensee cannot sub-license the IP/ know how to third party from exploitation.

## 2. Non-exclusive licensing:

License is given to one or more licensees for exploiting the Intellectual property. In this case, even the Licensor has the right to exploit the IP/know how. However, the licensees cannot sub-license IP/know how to third party for exploitation.

### Revenue Sharing:

The net income revenue arising out of licensing/ commercialization of Intellectual Property and royalty would be shared in the following ratio:

Inventor: 70%

Chowgule College: 30%

The revenue share of the inventors shall continue even after their association with Chowgule College ends.

### Confidentiality:

Chowgule College personnel and students shall, at all times, maintain confidentiality and not disclose any confidential information pertaining to the Intellectual property in public without prior consent of Chowgule College, whether or developed in collaboration with colleagues at Chowgule College.



### Dispute Resolution

In case of any disputes or contradiction in relation to any of the provisions of the policy, the affected party shall appeal to the Principal of Chowgule College. The decision of the Principal shall be final and binding on both institute and the affected parties concerned.

### Jurisdiction:

All Agreements to be signed by Chowgule College is subject to the jurisdiction of Courts in Goa, India and shall be governed by the appropriate laws in India.