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GNITS - IPR POLICY AND ITS SUBSIDIARIES

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1. PREAMBLE

G. Narayanamma Institute of Science and Technology (for Women) is a leading institute in imparting technical education in Engineering as well as refining the managerial skills of the futuristic leaders through GNITS and SoIM. In the direction to evolve as premier institute involved in research and development, GNITS has strengthened the centers of R&D along with Innovation and Incubation Centers. GNITS aims to nurture the spirit of innovation and translate these into products, processes and services for commercial exploitation.

GNITS IPR Policy is in alignment with WIPO's IPR policy for educational institutions at the international level and The Government of India's The National IPR Policy, 2016.

GNITS IPR Policy is designed to identify, protect and leverage the bouquet of IPs that is generated from research – Patents, Copyrights, Designs, Trademarks, Semi-Conductor Devices and other Intellectual Property. GNITS IPR Policy outlines the key elements of the IPR, IPR management process for creating, protecting, commercializing and the technology transfer policy of GNITS.

2. GNITS IPR POLICY

2.1. Objective

GNITS IPR policy acts as foundation pillar in supporting innovation and creativity for academia. It provides frame work and structure to promote research and innovation in GNITS. The main aim of GNITS IPR Policy is to nurture the spirit of innovation and translate these into products, processes, and services for commercial exploitation in wider public good. It is designed to serve the purpose of knowledge creation, protection, diffusion and commercialization in the interest of GNITS and the larger interest of the organization.

Intellectual property (IP) refers to creations of the mind: inventions; literary and artistic works; and symbols, names and images used in commerce. IP is protected by law for patents, copyright, and trademarks, industrial designs and Semiconductor design layouts. Intellectual Properties enable people/ organization to earn recognition/ financial benefit for the individual/institute from what they invent or create. The main aim of GNITS IPR policy is to contribute to research, promote innovation, collaborate and foster human and societal values.

The key objectives of GNITS IPR policy include:

- i. To provide a framework to foster innovation and creativity in the areas of science, technology, design, and humanities by nurturing new ideas and research, in an ethical environment.

- ii. Ensure that Intellectual Property (IP) emanating from its Research activities is used in support of the objectives set out in its, and in accordance with its legal obligations, for the benefit of the Institution, the Creators and, most importantly, society-at-large.
- iii. To protect intellectual property (IP) rights generated by faculty/ personnel, students, and staff of the GNITS, by translating their creative and innovative work into IP rights. Further Provide appropriate resources to boost the efficiency of the staff/student(s) in research and technology improves the scope of better utilization and commercialization of IP.
- iv. To provide appropriate on Go-to-Market knowledge and advise over the strategies that would enhance the ability and conduct for innovators with multiple agencies wherein their existing knowledge improves on the subject matter of the new technologies entering into the market.
- v. 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 GNITS. Additionally, in cases of government funded research, the inventor(s)/ organization(s) should disclose their IP filings to the Government Agency(s) that have funded their research.
- vi. To promote more collaborations between academia and industry through better clarity on IP ownership and IP licensing.
- vii. To create a mechanism for knowledge generation and its commercial exploitation. The purpose of IP commercialization is also to augment the financial self-sustenance goals of GNITS and its centers of excellence and labs and to reward faculty and researchers.

2.2. Definition of Terms

- i. **Author:** An author is as defined under Section 2(d) of the Copyright Act, 1957. 1 (In relation to a literary or dramatic work, the author of the work; In relation to a music work, the composer; In relation to artistic work other than a photograph, the artist; In relation to photograph, the person taking the photograph, the artist; In relation to a cinematograph film or sound recording, the producer; and In relation to any literary, dramatic, musical or artistic work which is computer- generated, the person who causes the work to be created).
- ii. **Collaborative Activity:** is the research undertaken by the personnel of GNITS, in collaboration with industry and/or another researcher(s), who are not the personnel from GNITS.
- iii. **Creator:** means the researcher who contributed to the creation of the Intellectual Property (IP) (copyrights, designs, trademarks).

- iv. **Head of the Institution:** means The Principal of GNITS / The Director of GNITS.
- v. **External Partners:** includes Government of India, State Government(s), Local Self-Governments, Government Departments, Foreign Governments, International Organizations, Public Sector Undertakings (PSUs), all types of Private Sector Organizations, Multinational Corporations, Non-Governmental Organizations, and/or other institutions that provide research projects or consultancy assignments to researchers on regular or irregular basis; or any combination(s) of the above.
- vi. **Inventor:** means the researcher who contributed to the creation of the Intellectual Property (IP) (essentially patents).
- vii. **Balance of interests:** means that the IP policy seeks to ensure the legal protection wherever applicable, effective management and commercialization of IP but not impeding with the traditions of the knowledge and education and scholarship, academic freedom, GNITS sovereignty and mission of severing the greater good.
- viii. **Intellectual Property:** Intellectual Property, as provided under Article I of the Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS), refers to all categories of intellectual property that are subject of Sections 1 to 7 of Part II of the TRIPS Agreement of WTO.
- ix. **Intellectual Property Rights:** means ownership and associated rights relating to aforementioned Intellectual Property, either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case, all rights or forms of protection have equivalent or similar effect anywhere in the world.

The IPRs recognized in India are broadly listed below:

- **Patent:** As defined under Section 2(m) of the Patents Act, 1970
- **Copyright:** As defined under the Copyright Act, 1957
- **Trade Mark:** As defined under Section 2(zb) of the Trade Marks Act, 1999
- **Design:** As defined under Section 2 (d) of the Designs Act, 2000
- **Semiconductor Integrated Circuit:** As defined under Section 2(r) of the Semiconductor Integrated Circuits Layout Design Act, 2000
- **Moral Rights:** Moral rights are enshrined under the aegis of Section 57 of the Copyright Act, 1957. They are the author's or creator's special rights which include: the right to paternity and the right to integrity.

- **Researcher:** It means; persons employed by GNITS, including faculty and staff, students, including undergraduate, postgraduate students of GNITS; any persons, including visiting faculty, project staff, interns.
- x. **Research:** Ownership rights over IP generated in GNITS will vary as per source of funding for the research through which IP was generated:
 - Research undertaken by a researcher in the normal course of his/her engagement/ appointment with GNITS, utilizing resources of GNITS. This includes, but is not limited to, use of space, facilities, materials, or other resources of the GNITS, specific monetary support for research through grants or fellowships, funds for procuring books/ equipment or materials for specific research projects, and creation/ modification of infrastructure like labs for the specific needs of research.
 - Research undertaken by a researcher in collaboration with an external partner. This support from external partners includes, but is not limited to, specific monetary support given for research through grants or fellowships.
- i. **Research Agreement:** It refers to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by researchers and/or IP created at GNITS.
- ii. **Non-Disclosure:** means that GNITS staff viz. employee(s), researchers, students shall not share any information deemed confidential from the institution to any outside party without necessary approval.
- iii. **Commercialization:** means any form of utilization of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society. Commercialize is similarly defined.
- iv. **Royalty:** It is the payment made to an inventor/author or an institution for legal use of a patented invention or any intellectual property when licensed.
- v. **Sufficient Disclosure:** It 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 (expert in that domain).
- vi. **Public disclosure:** means communication of information relating to IP to external parties through Public Disclosures, but is not limited to, disclosure in written or oral form; communication by email; posting on a web blog; disclosure in a news report, press release or interview; publication in a journal, abstract, poster, or report;

presentation at a conference; examination of a thesis; demonstration of an Invention at a trade show; or the industrial application of an Invention.

- vii. **Confidential Information:** any information which not publicly available and has commercial value.

2.3. Purpose

The IP Policy seeks to set the framework for generation and translation of the IP arising from the Institution's Research into products, services and processes. It encourages Staff Members, Students and outsiders to become Creators/Co-Creators as well as to Identify & Translate IP with potential commercial value. It also establishes clear rules and procedures for the management and Commercialization of such IP generated at/with the Institution. It shall also reserve the right to decide on all the IPR subjected matters in the institution.

2.4. Scope of the IPR Policy (Types of IP and Stakeholders)

- i. GNITS IPR Policy shall apply to all Intellectual Property created at/with GNITS, as well as, all IP rights associated with the intellectual property, from the date of implementation of these guidelines.
- ii. GNITS IPR Policy shall apply to all researchers who have established legal relationship with GNITS, based on which the researcher is bound by these guidelines. Such a legal relationship may arise pursuant to the provision of law, collective agreement or individual agreement.
- iii. GNITS IPR Policy shall not apply in cases in which the researcher entered into an explicit arrangement to the contrary with GNITS prior to the effective date of the guidelines, or GNITS previously entered into an agreement with a third-party concerning rights and obligations set out in these guidelines.

3. OWNERSHIP OF IP

3.1. IP generated from research conducted by utilizing resources of GNITS

3.1.1. Patents

- i. All inventions made by researchers in furtherance of their responsibilities with GNITS, developed by utilizing the resources of GNITS, or with the mix of funds, resources and/or facilities of GNITS, shall ordinarily be vested with GNITS.

- ii. If GNITS determines that an invention was made by an individual(s) on his/her own time and unrelated to his/her responsibilities towards GNITS and was conceived or reduced to practice without the use of resources of GNITS, then the invention shall vest with the individual(s)/ inventor(s).

3.1.2. Copyright

- i. The 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 GNITS, shall ordinarily be vested with GNITS. The moral rights shall continue to vest with the author(s) wherever applicable.
- ii. The ownership rights in scholarly and academic works generated utilizing resources of GNITS, including books, journal/conference papers, articles, student projects/dissertations/ theses, lecture notes, audio or visual aids for giving lectures shall ordinarily be vested with the author(s).

3.1.3. Trademarks

- i. The ownership rights in all trademarks involving GNITS shall ordinarily be vested with GNITS.
- ii. If GNITS determines that the trademark was created by an individual(s) on his/ her own time and unrelated to his/ her responsibilities [e.g. 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).

3.1.4. Industrial Designs

All industrial designs made by researchers in furtherance of their responsibilities with GNITS, developed by utilizing the resources of GNITS, or with the mix of funds, resources and/or facilities of GNITS, shall ordinarily be vested with GNITS.

- i. If GNITS determines that the industrial design was created by an individual(s) on his/her own time and unrelated to his/her responsibilities towards GNITS and was conceived or reduced to practice without the use of resources of GNITS, then the industrial design shall vest with the individual(s).

3.1.5. Semiconductor Integrated Circuits And Plant Variety

- i. The ownership rights over integrated circuits and plant varieties, with the utilization of resources of GNITS, shall vest with GNITS.
- ii. If GNITS determines that the semiconductor integrated circuit layout design or plant variety was created by an individual(s) on his/her own time and unrelated to his/her responsibilities towards GNITS and was conceived or reduced to practice without the use of resources of GNITS, then the semiconductor integrated circuit layout design or plant variety shall vest with the individual(s).

3.2. IP generated from research conducted in collaboration with external partners

- i. With regard to research conducted in collaboration with external partners, ownership of IP shall be determined as per the terms and conditions in the agreement signed between the concerned parties. However, unless agreed upon explicitly, GNITS shall normally retain perpetual, royalty free license to use the IP for research and educational purposes.
- ii. In the absence of a specific agreement between GNITS and the external partner, who is providing support for research, the IP rights shall be shared amongst the concerned parties, like the royalty proportion set out under “Licensing and Revenue Sharing” section in this policy.

3.3. Disclosure

GNITS encourages timely disclosure of all potential IP / Inventions / Innovations generated (conceived or reduced to practice in whole or in part) by researchers of GNITS in the course of their Institute related activities. Disclosure to the IPR Cell enables prompt action by GNITS to appropriately protect and disseminate the research activities occurring at GNITS.

3.4. BACKGROUND IP :

The students, before commencing their enrollment the staff, employee(s), students have to declare the previous IP if any held by the individual or had worked for prior to joining and on or before signing the contract. If they wish to exclude such inventions or any prior IP they have to inform the institution before signing of contract or this IPR policy.

All Institution Background IP must be properly recorded and declared prior to the commencement of a Research Contract and belongs to the Institution. Similarly, Background IP of the external party belongs to such party or sponsor. Use of such Background IP requires express written permission.

4. COMMERCIALIZATION AND BENEFIT SHARING

4.1. Types of IP licensing and assignment

Licensing and assignment of IPRs to a third party is the most common mode of IP transfer that can lead towards commercialization of IP. While both licensing and assignment involves giving certain rights to another party, the key difference is that assignment involves transfer of ownership, while licensing is limited to permitting certain uses.

The first preference of GNITS is to use the mechanism of licensing, so that ownership rights on the IP may be retained without hindering the prospects of commercialization.

Given below are some types of licensing that may be used:

- i. **Non-exclusive licensing:** The licensor is permitted to enter into agreements with more than one entity for use and exploitation of the IP. In other words, the same IP may be used by different licensees at the same time for the same purpose or for different purposes.
- ii. **Exclusive licensing:** The licensor licenses the IP solely to one licensee. In other words, the licensee will be the only one authorized by the licensor to use and exploit the IP in question. To the extent possible, exclusive licenses may be avoided. Exclusive licensing of technology with potential for multiple applications may be avoided at all costs.
- iii. **Sub-licensing:** This is applicable when a licensee wishes to further license the IP to another party(s). Permissions pertaining to sub-licensing need to be clarified explicitly in the agreement between GNITS/ researchers and licensee(s).
- iv. The preferred mode of licensing for GNITS will be non-exclusive licensing. However, instances where it is compelling use a combination of the above types of licensing will be evaluated on a case-by-case basis.

4.2. Licensing Agreements and Revenue Sharing

4.2.1. Research outputs generated by utilization of resources of GNITS

- i. GNITS will have a revenue sharing agreement(s) with the researcher(s), in case of commercialization of innovation(s), creation(s), etc., as per the advice of the IP cell.

The details of revenue sharing will be decided, based on the type of IP and the nature of commercialization. The proposed model for royalty sharing between creator(s)/ inventor(s) and institute is given below and it will be processed through the Technology Transfer Office (TTO):

Case	Net Earnings	Inventor(s) share	Institute share	Service Account**
1	Lumpsum Amount	60%	30%	10%
2	Royalty	50%	40%	10%

****Service Account – This fund will be used for the promotion and upgradation of the invention. Unused funds from the service account will be used by the IPR cell for promotion of commercialization, IP protection and any other related activities. However, the royalty sharing ratio will vary from case to case based on the advice of IPR Cell, GNITS.**

- ii. In case the IP filing costs were not borne by GNITS, the researcher will be allowed to first deduct 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. Only the income beyond such costs needs to be shared with GNITS.
- iii. The researcher’s share may continue to be paid, irrespective of whether or not the individual continues as a researcher at GNITS.

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 GNITS, may approve the revised agreement, subject to the advice of the GNITS IPR cell.

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

- iv. In the case where the copyright vests with the author(s) [as mentioned under “IP generated from research conducted by utilizing resources of GNITS shall have a non-exclusive, royalty free, irrevocable, and worldwide license to use the IP for research, non-commercial and educational purposes. Additionally, in cases where GNITS is the owner of copyright in lecture videos and/or MOOCs, the author(s) shall have a non-exclusive, royalty free, irrevocable, and worldwide license to use the IP for research, non-commercial and educational purposes.

4.2.2. Research outputs generated in collaboration with external partners (sponsored)

- i. The revenue sharing on any IP generated from a partnership between GNITS and external partners may be based on the agreement signed between GNITS and the external partner at the beginning of such collaborations. Care may be taken to ensure that researchers do not enter contracts where GNITS neither benefits in terms of revenue or IP sharing.
- ii. In circumstances wherein, the assignee or the licensee has not taken adequate steps for the commercialization of GNITS – owned intellectual property, GNITS may consider revocation of the license and assigning it to another party, after following due process. It is important to add this as a clause in any agreement entered into by GNITS, with regard to commercialization of technologies.

4.3. Limitation of Liability

All commercialization agreements shall clearly mention that GNITS is protected and indemnified from all liability arising from development and commercialization of the IP. The policy also supports the need to indemnify institute researchers built into the license agreements for sponsored research and consultative work. GNITS shall retain the right to engage in any litigation concerning its IP and license infringements.

4.4. Sharing of Costs related to IP protection

In relation to the costs involved in IP protection, GNITS will adopt the following policy:

- i. If GNITS is the sole owner of IP, the costs of IP protection shall be borne by GNITS.
- ii. In case GNITS refuses to incur expenditure in protecting IP, the inventor may be allowed to file IP applications in the name of GNITS at their own costs. In case of faculty, GNITS will allow reimbursement of the IP filing costs from their CPDA only after the patent status becomes “published”. The IP filing costs may be recouped as per the provisions relating to benefit sharing as described under the Licensing agreements and revenue sharing section.
- iii. 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. It is advisable to incorporate a small budget for IP filing in the research proposal
- iv. Any costs involved in the transfer of rights/ ownership of GNITS owned IP may be borne exclusively by the licensee, assignee or person acquiring such rights
- v. GNITS will consider filing patents in India as well as International Patent filing.
- vi. Renewal of IPR: A decision on the annual renewal of IP rights will be taken GNITS (subject to the evaluation and advice of the IPR assessment committee/IPR cell).

4.5. Waiver of IP rights by GNITS

- i. Subject to any associated agreements, or any other agreement thereof, GNITS may waive its rights, if GNITS decides not to pursue the protection of IP within six months, from sufficient disclosure by the researcher(s) to GNITS.
- ii. GNITS shall take all efforts to convey the decision to the researcher, whether to pursue or not pursue the protection of IP, within three months, after sufficient disclosure by the researcher, to GNITS. Under all such circumstances, unless explicitly agreed to, GNITS, shall retain a non-exclusive, royalty-free, irrevocable, and worldwide license to use the IP for research and educational purposes.

5. UTILIZATION OF IP RESOURCES

5.1. Use of Institutes' IP Resources

GNITS may allow the use of the following IP resources by third parties as per conditions given thereunder:

- i. Intellectual Property already in existence and owned by GNITS.
- ii. Usage of the name, logo, or trademark of GNITS in the creation and marketing of intellectual property.

5.2. Dealing with IP rights owned by third parties

5.2.1. Use of technology protected by IPRs like patents and designs

It is possible that researchers may have to use diverse technology/ design/ software, as part of their research. Under all such circumstances, due care and attention must be given, for not infringing the IP rights of third parties. Some of the licenses may have restrictions with respect to the kind of usages permitted. It is important to ensure that due and necessary permissions are obtained from IP owners prior to engaging in any use which moves beyond the terms of license or as permitted under the relevant statute(s) in India.

5.2.2. Use of copyrighted materials

Whenever researchers use copyrighted material for teaching or research purposes, it needs to be ensured that the use is within the permission obtained from the concerned copyright holder(s) or is within the boundaries of exceptions provided under the Indian copyright law. The scope of different educational use-related exceptions under Indian copyright law have been interpreted by different courts in India.

- i. GNITS library will consider creating an Institutional Repository and a link to the same may be provided on its official website. This repository shall include dissertations, theses, papers, publications, and other in-house publications.
- ii. In the absence of an institutional repository, the researchers may submit such works in other open repositories in the relevant subject area.
- iii. The researchers may be encouraged to license their works under an open license so that other researchers can also use the research outputs by providing appropriate attribution to the researchers.

5.3. Confidentiality, Data Protection and Privacy

All users of information, documents and/or data within GNITS, must ensure that the same is always held securely and all activities pertaining to such information, documents and/or data will be kept confidential by the user(s) and will be used only for purpose of such activities. GNITS shall strive to protect the data and personal information against unauthorized access, loss, destruction or breach.

Notwithstanding the above, any information which falls within one of the following shall not be treated as Confidential Information:

- i. Already under public domain.
- ii. Is required by law or regulation to be disclosed.
- iii. Is independently developed by the researcher.
- iv. Is received from a third party having no obligations of confidentiality to the disclosing party.

5.4. Publications

- i. Any publication, document and/or paper arising out of research activities shall be owned jointly by GNITS and researcher(s)
- ii. While the researcher may publish material relating to the research, it may be better for both the researcher and GNITS to jointly decide on any publication to be made
- iii. Particular care needs to be taken that no publication is made till the patent, if applicable, is filed.
- iv. GNITS may retain the right to require exclusion of certain portions from the information being published.

5.5. Dispute Resolution

- i. In case of any disputes between GNITS and the inventor(s) / creator(s)/ any other aggrieved person(s), regarding the implementation of these guidelines, scope, operation or effect of any contract/ agreement entered into, or the validity or breach thereof, the inventor(s) / creator(s)/ any other aggrieved person(s) may appeal to the director. 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 Principal/Director is final.

ii. However, failing of settling the dispute after the compliance of the aforementioned point then all disputes, controversies or claims between the Parties arising out of or in connection with this policy (including its existence, validity or termination) not resolved pursuant to shall be finally resolved Institutional arbitration to be held in Hyderabad and conducted in English under the Rules of Arbitration of the International Arbitration and Mediation Centre of Hyderabad under the Arbitration and Conciliation Act 1996 . The arbitral award shall be final and binding on the Parties. Judgment upon the award rendered in arbitration may be entered and enforced in any court having jurisdiction.

6. IPR MANAGEMENT

The GNITS IPR Cell will be responsible for management of IP. The IPR cell envisions promoting academic freedom and safeguarding the interests of inventor in creation and commercialization of intellectual property with legal support, wherever necessary. It also envisions creating an environment for acquiring new knowledge through innovation, developing an attitude of prudent IP management practices and promoting an IPR culture compatible with the educational mission of GNITS.

The IPR Cell will function with the prime focus of enabling students, researchers and professors to identify, generate and protect their intellectual property through filing procedures for rights like patents, copyrights, trademarks, designs, etc. The IPR Cell will also cater to commercialization of intellectual property, which will further foster the creation of a fruitful dynamic system between universities, investors and industries. Along with this, the IPR Cell will ensure seamless and ceaseless knowledge transfer amongst students and faculties, alike.

6.1. Objective of IPR Cell

To establish an evolving framework where creativity and innovation are stimulated by Intellectual Property for the benefit of all; where intellectual property promotes advancement in science and technology, arts and culture, media and entertainment; where knowledge is the main driver of development, and knowledge owned is transformed into knowledge shared; where an ambience is created wherein new ideas, research and scholarship flourish and from which the leaders, creators and innovators of tomorrow emerge.

6.2. Responsibilities

- i. GNITS IPR Cell will be responsible for conducting the following:
 - IPR Awareness Programs – Conducting IPR awareness programs for students, faculty, researchers, officials, etc.
 - Self-Training Workshops/ Advanced level awareness programs – Conduct advanced and training of trainers (TOTs) level IPR awareness programs for students, faculty, researchers, officials, etc.
- ii. GNITS IPR Cell provides an environment for academic and R&D excellence and conduct dedicated programs on IPR for the undergraduate and postgraduate students as well as organize regular IPR counseling programme for research scholars.
- iii. GNITS IPR Cell exposes students, faculty, researchers, officials, etc. to the prevalent IP law practices and provide them with an opportunity to learn and use legal skills under the supervision of IP practitioners and experts.
- iv. GNITS IPR Cell provides a platform to diagnose innovation and research on contemporary issues of national and international relevance leading to creation of IPR.
- v. GNITS IPR Cell facilitates, encourages, promotes and establishes collaborative frameworks for industry – institute partnerships at national and international scale to initiate research and development of commercial value.
- vi. GNITS IPR Cell works with the existing innovation and creativity ecosystem in GNITS. (Such as R&D Cell, I-Cell, EDC and others).
- vii. GNITS IPR Cell will facilitate the recording, monitoring and maintenance of the IP portfolio of GNITS may choose an outside counsel/IP firm for managing its IP portfolio.
- viii. GNITS IPR Cell will enhance the reputation of GNITS as an academic research institution and a member of society as well as the reputation of the Researchers through bringing the research results to public use and benefit. It will ensure that a culture is built that enhances recognition and respect for IP amongst students, faculty, researchers, officials, etc.
- ix. GNITS IPR Cell will be custodian of GNITS procedures on the identification, ownership, protection and commercialization of IP.
- x. GNITS IPR Cell on regular basis will encourage researchers to identify solutions for problems faced by the industries and tailor research projects around the same.
- xi. In case of IP Filings: Students (B.Tech and M. Tech students) shall be encouraged to undertake patent search before publishing any research paper and subsequently file for a provisional patent for novel inventions.

- xii. GNITS IPR Cell will receive all Invention Disclosure Forms and applications for IP filing. The IPR cell will constitute an IPR Assessment committee (which includes IPR Cell Coordinator, Dean I&I, Dean R&D and two subject experts) with internal and external Experts based on the nature of application and the recommendation of the committee will be submitted to the Principal, GNITS for approval.
- xiii. For filing any IP, GNITS IPR Cell may avail necessary help from the nearest PIC/ IPFC or TISC present across the country. IPR Cell may seek assistance from these entities for legal certainty in research activities and technology-based relationships with third parties.
- xiv. GNITS IPR Cell may ensure, in case of disputes, efforts are made to address the concerns by developing and instituting as well as adopting an alternative dispute mechanism at GNITS.
- xv. GNITS IPR Cell shall be governed by appropriate laws of the State of Telangana.

6.3. Organization

The GNITS IPR Cell will have a simple structure and work towards establishing a creative, innovative and IP friendly ecosystem as well as devise monitoring mechanisms in GNITS.

It will comprise the following members:

- **IPR Cell Coordinator:** A Faculty member possessing basic knowledge on IPR's would be nominated by The Principal, in consultation with Dean Innovation and Incubation Center to coordinate the activities of IPR at GNITS.
The IPR Cell Coordinator will report to the Dean (Innovation and Incubation). The Dean will be responsible for making sure that all the mandates are followed and the roles and responsibilities for effective functioning are judiciously followed; and for using his/her network to reach out to industries for collaboration with GNITS.
- **IPR Faculty Members:** Faculty members from respective departments of GNITS would be nominated by The Principal, in consultation with the Heads of the Department, shall be responsible for day-to-day operations of the IP Cell and will coordinate with the students and faculty.
- **IPR Student Members:** Student members will be nominated by the Head of the Departments, who have zeal in the field of IPRs will work with the Students, IPR Faculty members and IPR Cell Coordinator in nurturing the ecosystem of innovation and creativity in the GNITS.

- **Amendments:** GNITS by virtue of IPR Cell/Committee shall reserve the right to amend this policy every year whenever deemed fit for or if mandated by any statutory amendments, and accommodate changes in the relative IP Acts like including but not limited to Indian patent act or Indian trademarks act 1999, government policies or other national and international developments including treaties and legal judgments. The changes made on the policy from time to time shall be applicable to the staff, employees and students whosoever is directly or indirectly recruited or enrolled by virtue of any contract signed and sealed with GNITS that would consider the individual as member of staff or student in the institution.

6.4. IPR Contracts and Agreements

All agreements in relation to IPR including but not limited to the following categories, for activities undertaken by any institute personnel need to be approved by GNITS.

- Confidentiality Agreement / Non-disclosure Agreement
- Evaluation Agreement
- License Agreement
- Technology Transfer Agreement
- Alternative Dispute Resolution Agreement

The sponsored research and consultancy cell may comply with the IPR policy and keep the IPR cell informed of any specific disclosures or joint patent filings with external parties. The director acts as the final signing authority in all categories of agreements listed above. All agreements to be signed by GNITS will have the jurisdiction of the court in Hyderabad and shall be governed by appropriate laws of India.

Draft prepared by



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Draft approved by



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Dean, R&D, GNITS



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