

the University/College, in a manner,

- (a) *that suggests that the University/College approves or disapproves of a product or service provided by a profit/non-profit/governmental entity or*
- (b) *that suggests that the University/College has issued consultancy findings when it has not done so, or misleadingly states the results of the consultancy findings that may be interpreted to communicate the official position of the University/College on any issue of public interest.*

xiv. Submission of Report:

It shall be the duty of the principal consultant to submit a report of every consultation work undertaken, to the Registrar/Principal/Director latest by 31st March of every year.

SA-38.3. Liability:

- (a) *In case any legal dispute arises at any stage of consultancy between the consultant(s) and the sponsor, or with any person/organization, the Principal consultant shall be responsible for settlement of the dispute.*
- (b) *The University/College shall have no responsibility for the advice or assistance given by the consultant to the party concerned.*
- (c) *All legal actions shall be subject to jurisdiction of courts at Panaji, Goa.*

SA -38.4. Arbitration:

All disputes arising between the parties as to the interpretation, operation, or effect of any clause in this Statute or any other differences arising between the concerned parties, in connection with the consultancy, which cannot be mutually resolved, shall be referred to arbitration. The arbitrator shall be chosen by mutual consent in writing. The decision of such an arbitrator shall be binding on all the parties. Arbitration and Conciliation Act, 1996 and rules or any statutory modifications or enactments there under, for the time being in force, shall apply to the arbitral proceedings under this clause.

SA-39 (Effective from 25th February, 2014) Statute relating to the Intellectual Property Rights (IPR) of the Faculty members of Goa University and Affiliated College.

SA-39.1 Objectives:

This Statute is designed to regulate and manage the generation, use and commercial exploitation of the knowledge/Intellectual Property in the University and its affiliated Colleges.

SA- 39.2 Intellectual Property Assessment Committee (IPAC):

To facilitate assessment, an Intellectual Property Assessment Committee shall be constituted by the Vice Chancellor/Principal consisting of :

- (i) *A Chairperson.*

- (ii) *The Faculty Member who is in-charge of Research Development & Resources Mobilisation (RDRM) Cell in case of University, and the senior teacher in case of Affiliated Colleges.*
- (iii) *A legal advisor nominated by the University/Affiliated Colleges who shall be a practicing attorney in the field of intellectual property.*
- (iv) *Two co-opted faculty members on case to case basis with domain expertise or familiarity/experience in areas related to the creative work, of whom one should be nominated by creator/inventor/author.*

SA- 39.3 Tenure of the IPAC:

The tenure of the IPAC shall be for a period of three years.

SA- 39.4 Filing of Applications:

- (i) *Applications for protection of IP shall be submitted to the Chairman of IPAC irrespective of whether the creation has resulted from the in-house or collaborative or sponsored research.*
- (ii) *The application shall be submitted in the IPR form (Annexure-I), along with one page synopsis and an internal agreement between the creators/inventors/author disclosing sharing of license fee/royalty.*
- (iii) *The application shall be forwarded through the concerned Head of the Department or a senior teacher in absence of Head of the Department using the IPR form.*
- (iv) *The Chairman shall place such application before the IPAC for its specific recommendations regarding patentability/registration of the proposal.*
- (v) *The IPAC may seek assistance from experts for this purpose. In all these endeavors confidentiality shall be strictly maintained.*

SA- 39.5 Provisional Patent:

- (i) *In case of intellectual property matters requiring immediate protection, the creator/inventor may directly apply for the grant of provisional patent after obtaining the permission from the Vice Chancellor/Principal.*
- (ii) *In case the IPAC recommends for filing of patent, the expenses incurred by the creator/inventor for obtaining the provisional patent protection shall be reimbursed to the creator/inventor by the University/College.*

SA- 39.6 Permission for Patenting:

- (i) *Based on the information provided by the creator/inventor, the IPAC shall deliberate on the strengths and merits of the application, desirability of patenting the said invention, potential benefits in terms of commercial opportunities and countries wherein protection is sought, with justification thereof.*

- The IPAC may independently get more information about the invention matter. The IPAC shall make suitable recommendations in the format provided (Report of the IPAC, Annexure-II) to the Vice-Chancellor/Principal within 30 days from the receipt of the application.*
- The application content that does not merit patenting according to the IPAC, shall be returned to the creator/inventor with the committee's observations within 30 days from the receipt of the application.*
- The creator/inventor may then choose to protect the creative work at his/her cost and the patent shall be in the name of the creator/inventor. The project contingency/overhead funds may also be used for this purpose.*

SA- 39.7 Ownership:

- (a) In-House Research Funded by University/College: University/College and the Creator/Inventor/author shall be the joint owner of all IPs, subject to the provisions of SA-39.6.*
- (b) Collaborative/Sponsored Research: Specific provisions relating to intellectual property rights (IPRs) made in contracts by the University/College, governing the collaborative/sponsored research shall determine the ownership of IP in case of collaborative or sponsored research.*
- (c) University/College Consultancy: In case of an IP that has emerged as a result of an individual/ Institutional Consultancy, specific provisions relating to intellectual property rights (IPRs) made in contract between the University/College and the sponsor shall determine the ownership of IP.*
- (d) Individual Research: Invention(s) including software, designs and integrated circuit layouts, and others created by faculty members without the use of any University/College resources shall be owned by the creator/inventor/author after due approval of University/College.*
- (e) Copyrightable Works:*
- (i) The University/College shall be the owner of the copyright of work, including software, created with the significant use of University/College resources.*
- (ii) The University/College shall be the owner of the copyright on all teaching material developed as part of any of the academic/distance learning programmes of the University/College. However, the creator/author shall have the right to use the material in his/her professional capacity.*
- (iii) In case of work which is produced during the course of sponsored and/or collaborative activity, specific provisions related to copyrights made in contracts governing such activity shall determine the ownership of that copyright.*

- (iv) *However, in all other cases, the ownership of copyright of all copyrightable work including books, articles and publications shall rest with the creator/author of the original work.*
- (f) *Trade Marks/Service Marks:*
 - (i) *Ownership of trademarks, service marks and logos created for the University/College shall be with the University/College.*
 - (ii) *Ownership of trademarks, service marks and logos created for sponsored and/or collaborative activity, shall be determined by specific provisions related to trademarks, service marks and logos stipulated in the contract.*

SA- 39.8 *Use of Intellectual Properties:*

In cases of all IP produced at the University/College, the University/College shall retain a non-exclusive, free, irrevocable license to copy/use the intellectual property for teaching and research activities, consistent with confidentiality agreements where entered into by the University/College.

SA- 39.9 *Filing of Indian IP Applications.*

In case the University/College opts to protect the creative work, it shall provide an IPR

- (i) *Advisor/Patent Attorney for drafting the IP application, as appropriate.*

The University/College shall pay for access to the relevant IP information databases and
- (ii) *other associated costs.*

The creator/inventor shall conduct IP searches, study the prior art and provides the
- (iii) *necessary inputs to assist in the drafting of the IP application.*

The University/College shall bear all costs of drafting and filing an Indian IP application.
- (iv) *In case the University/College chooses to file IP applications in other countries, then it shall*
- (v) *bear the cost of application and other associated costs.*

The University/College shall be free to enter into agreements with overseas institutions for
- (vi) *protection and licensing of the IP.*

SA- 39.10 *Filing of IP Applications in foreign countries:*

- (i) *Within six months of filing the complete IP application in India, University/College shall, based on available information, decide on the suitability of protection of the invention in foreign countries.*
- (ii) *In case the University/College opts not to undertake such protection in any specific country requested by the creator/inventor, the University/College shall assign the rights of the IP in that country to the creator/inventor and sponsoring agencies for the purpose of such protection.*

SA- 39.11 Funding:

- (i) *The University/ College shall endeavor to reserve sufficient funds for expenses/requirements regarding protection of IPs, filing patent applications or for paying renewal fees and such other requirements from the corpus funds or other appropriate budget heads identified for the purpose.*
- (ii) *The University/College shall bear the cost of renewal fees up to a maximum period of first three years on recommendation of the IPAC.*
- (iii) *After the stipulated three year period, the creator/inventor may raise their own resources for this purpose in case they so desire. The project contingency/overhead funds may also be used for this purpose.*

SA- 39.12 Other parties:

- (i) *With prior permission of the Vice-Chancellor/Principal, the faculty members shall be allowed to contact NRDC (National Research and Development Council, New Delhi), CSIR/ TIFAC-DST and/or any such Government agency for filing a national or international patent.*
- (ii) *In case of a third party/Industry involved in the generation of Patent, Vice Chancellor/Principal may also permit the Faculty members to file patent applications using the arrangement/mechanism available with such a third party/Industry subject to availability of suitable agreement between the University/College and such a third party/Industry for the purpose.*

SA- 39.13 Revenue sharing:

- (i) *In case a patent is licensed/commercially exploited, a draft agreement with the individual(s)/Party to whom the patent is licensed/exploited, must be prepared and sent through IPAC, to the Vice-Chancellor/Principal for approval.*
- (ii) *The agreement shall include proper sharing, as specified below, of the one-time License Fee (Lump sum) and/or "Royalty" between the University, the inventor(s)/creator(s), and the third party organization if any.*

- (iii) *The net earnings* from the commercialization of the Patent shall be shared in the following manner:*

Sr. No.	Patent	University / College	Creator/ Inventor
1.	<i>In-House Research Funded by University/College</i>	50%	50%
2.	<i>Collaborative /Sponsored Research</i>	30%	70%
3.	<i>University /College Consultancy</i>	30%	70%
4.	<i>Individual Research</i>	10%	90%
5.	<i>Patent obtained under SA -39.6</i>	10%	90%

**Net earnings means that which is received by the University and inventors together as their share excluding share of sponsor.*

- (iv) *Out of the University/College share, 10% shall be provided to the concerned department for its developmental activities.*

SA- 39.14 Involving Students:

- (i) *Ordinarily, involvement of any student as creator/inventor/author shall be left with the concerned research guide/project investigator(s).*
- (ii) *If any student is one of the creators/inventor/author of the patent, his/her share in the license fee and the royalty should be clearly specified in the internal agreement to be entered with University/College before filing the patent.*

SA- 39.15 Payment in case of Retirement and such other :

- (i) *In the event of voluntary retirement/superannuation/discharge from the University service, the inventor/creator/author shall continue to receive all the financial benefits towards license fees/royalty due to any commercial exploitation of the patent.*
- (ii) *In the event of the death of a member of the team of inventors/creators/authors eligible to get financial benefits, the revenue shall be paid to the respective heirs/beneficiaries up to a maximum period of 10 years. This shall be reckoned as the same person eligible to receive the terminal benefits of the individual and in the same proportion.*

SA- 39.16 Conflict of Interest:

- (i) *The creator/inventor /author are required to disclose any conflict of interest or potential conflict of interest. In case the creator/inventor /author and/or his/her 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.*
- (ii) *A license or an assignment of rights for a patent to a company in which the creator/inventor /author has a stake, shall be subject to the approval of the Vice*

Chancellor/Principal taking into consideration this fact.

SA- 39.17 Infringements, Damages, Liability and Indemnity Insurance:

While entering into contracts involving transfer, commercial exploitation of the IP and such other, the following principles shall govern the contract:

- (i) In any contract with the licensee, the University/College shall obtain indemnity from legal proceedings against the University including its employees, without limitation, due to reasons, including but not limited to manufacturing defects, accuracy, production problems, design guarantee, up-gradation and debugging obligation.
- (ii) Generally the University/College shall obtain, through appropriate agreement, indemnification from the organization to which IP is transferred, against any direct or third party legal liability arising out of commercial exploitation of IP.
- (iii) Any computer software developed and distributed by the University/College either through public domain or commercially, shall have explicit disclaimer against any liability arising out of the use of software by any user.
- (iv) The University/College shall not be responsible in any manner for the accuracy or otherwise of the claims made in the IP. This responsibility will lie solely with the creator/inventor of the IP.

SA- 39.18 Dispute Resolution:

In the event of any dispute or any difficulty arising out of the application, utilization or violation of the IP or with reference to anything arising out of the IP, such disputes or differences shall be endeavoured to be resolved by mutual negotiations, between creator/inventor/author, sponsors, and University/College. If such negotiations are infructuous, the dispute should be finally settled through arbitration under the Arbitration and Conciliation Act, 1996.

SA- 39.19 Jurisdiction:

All legal actions will be subject to jurisdiction of courts at Panaji, Goa.

ANNEXURE-I

IPR Form

(for use of University / College records)

1. **General :**

- (i) Name of the faculty member (s) (Inventor(s) 1.
/creator(s)/author(s) & Department (s) : 2.
3.
- (ii) Name(s) of research student/ staff to be 1.
included as creator/inventor/author, if any : 2.

- (iii) Title of the sponsored research project/ Consultancy, if applicable :
- (iv) Name of funding agency / Third party involved, if applicable :
- (v) Directions about Patent Rights from funding agency, if any (enclose Photo copy)
- (vi) Whether the faculty member(s) is/are willing to take help of NRDC/TIFAC/CSIR/DST : (Please specify in case of patents)

2. Details about Invention matter (in case of patent) :

(Use separate pages)

- (i) Brief description of the invention(upto 200 words):
- (ii) A statement on its novelty, non-obviousness and utility:
Prior art/ search of literature: (mention patent numbers, journal references)
- (iii) References to the laboratory record note books, wherein, the invention has been recorded: (Give the experiment numbers, dates and page nos. of the record book)
- (iv) Potential commercial opportunities for the invention in your opinion:
- (v) A draft patent application as per relevant format of patent office.

3. Sharing of License Fees / Royalties within the Creators/Inventors/Authors, wherever

applicable (make additional entries if necessary):

Specify the sharing of the license fees / royalties within the Creators/Inventors/Authors in accordance with the mutual understanding arrived at.

Sr.No.	Name of the Creator/Inventor/Author	Proposed share (%)

4. Declaration :

I/We, the undersigned faculty member/s of _____ declare the following*, to the best of our knowledge and understanding:

(i)The subject matter of the invention mentioned in this application has not been published, submitted as a thesis, nor presented in a seminar previously by us/others and that all public disclosure of the said invention shall be withheld till the application is filed with Patent Office.

(ii) A detailed literature search has been carried out by us to authenticate the originality of our claim.

(iii) I/We agree to the provisions of SA -39 regarding the Intellectual Property Rights (IPR).

(iv) All the information disclosed herein is true.

* tick whichever is applicable

Place :

Names & Signatures of
All the concerned Inventors/Creators/Authors

Date :

Forwarded through

(Name & signature of
Head of the Department)

(Note : to be forwarded jointly by all the concerned Heads of the Departments in case of a
IPR arising out of joint/ multidisciplinary work/ project)

ANNEXURE-II
Report of IPAC

1. Patent application number :
2. Month & Year :
3. Name of the creator/inventor/author & Department(s) :
4. Name(s) of research student to be included as creator/inventor/author:
5. Title of the sponsored research project Consultancy etc., based on which IPR was generated :
6. Name of Funding agency / Third party Involved :
7. Comments of IPAC about novelty, desirability of patenting, potential benefits in terms of commercial opportunities and countries wherein protection may be sought:
8. Specific suggestions to creators/ inventors/authors :
9. Specific recommendations by the IPAC regarding filing of Indian/
International Patent with respect to present application.
10. Reasons In case of denial:

Signature of Members

Signature of Chairperson