

CGC Landran is committed to promote awareness of and providing leadership in the area of Intellectual Property Rights and promised to be leading Institutions in research and development.

IP POLICY

Chandigarh Group of Colleges
Landran (CGC Landran)

(2021)



**CHANDIGARH
GROUP OF COLLEGES**
Building Careers. Transforming Lives.

Kharar Banur Highway Sector 112, Landran,
Sahibzada Ajit Singh Nagar, Punjab 140307

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1. PREAMBLE

Chandigarh Group of Colleges Landran (hereinafter referred to as CGC Landran/Institute/College) is an educational and research institute of national importance with a vision "To be known globally for education, research, and innovation at the intersection of disciplines". To create knowledge ecosystem with an endeavor to impart learning by invigorating innovations and research to facilitate scholars to achieve academic excellence. Institute is an academic institute dedicated to excellence in teaching and research. Its activities, centered on faculty/students//project staff/ supporting staff/visitors are based on knowledge and intellectual exercise. Institute has been constantly endeavoring to train high- quality scientific and technical manpower and provide solutions to a variety of challenging technological problems that may arise in different fields, through its well qualified faculty, trained students and highly skilled supporting staff, with the goal of becoming one of the leading centers of teaching, research and development in Engineering and Technology.

As a responsible academic institution CGC Landran is continually encouraging industrial research, academic excellence and innovation in the campus. With the focus on research and technology CGC Landran recognizes that intangible assets like inventions, copy right, know-how, designs and other creative and innovative products generated during the scientific and intellectual pursuits of its faculty and its students provide a competitive edge to the Institute.

Acting as responsible academia and research driven institute, CGC Landran, therefore, has formulated its first intellectual property policy in year 2015 to provide guidance to its faculty, staff, students, research scholars and outside agencies on the practices and rules of the Institute regarding intellectual property rights (IPR) and obligations which include its ownership, commercial exploitation, technology-transfer and end confidentiality requirements. The policy is expected to promote a conducive environment for both innovations driven and industry-driven research and development activities at the Institute and creation of original works of authorship. The Policy has been revised time to time based on amendment and changes made by IP office India or suggestions provided by MHRD.

This IP Policy should be treated more as a guideline than as rule and regulations and seeing to the evolutionary scenario in Indian IP Policy, this policy will be amended as and when required.

2. SCOPE OF THE POLICY

The policy will cover all the all institutions of CGC Landran comprising of all institute personnel including the faculty, students, staff or visiting faculty, researchers and scientists. The policy shall be deemed to be a part of the conditions of employment for every employee of the Institute and a part of the conditions of enrollment of students at the Institute, and shall be made available to the faculty and staff prior to appointment, to scholars and students on enrollment and to all the existing staff and students. It is also the policy of the Institute that all potential creators who participate in a sponsored research project and/or make use of Institute-supported resources shall be informed of this policy and shall accept the principles of ownership of intellectual property as stated in this policy unless an exception is approved in writing by the Institute. All the creator/inventor/researcher of intellectual property shall also execute appropriate documents as may be required to set for the effectively ownership and rights as specified in this policy. Further, this policy itself shall be amended as and when needed to effect changes deemed to be fit in the best interest of this Institute.

3. OBJECTIVE

The objective of the Policy is to create an enabling environment that helps in recognition and valuation of research, creativity and innovation by the faculty, scholars, supervisors and researchers in the Institute and simultaneously assists in translating the outcome of such creativity, research and innovation in an orderly fashion into products, processes and technology useful to the industry and commerce, which ultimately transform in to service for the widest public good. It will deal with the ownership, protection and commercialization of intellectual property and know how created by the employees of the Institute. The policy will ensure that any intellectual property arising from the works of its creator/inventor/researcher/employees is

Managed effectively throughout its lifecycle. The policy is intended to serve as set of guidelines for institute faculty, staff, students and the partners/sponsors.

The objectives of this Intellectual Property Policy Document of the Institute are:

- (a) To foster, stimulate and encourage innovation and creativity in science and technology;
- (b) To encourage and motivate the faculties/researchers and students for focused and technology driven research;
- (c) To provide appropriate incentive to intellectual effort by faculty, staff, students, and others associated with the institute;
- (d) To enable Institute to identify, Protect and commercialize its novel research and inventions;
- (e) To establish principles for determining the interests of the Institute, inventors, and sponsors in regards to inventions and/or discoveries;
- (f) To provide a transparent IP Protection system for the ownership, control and transfer of Intellectual Property created and owned by CGC Landran;
- (g) To recognize the right of the inventor to financial benefits from the invention or discovery;

4. POLICY STATEMENT

CGC Landran is committed to promoting, protecting, managing and commercializing Intellectual Property consistent with the recognition that among its primary objects and functions are teaching, research and meeting the needs of the community and society. It supports the commercialization and exploitation of IP, which can provide an additional source of revenue to the Institute and also accrue benefits to staff and students. At the same time, the Institute recognizes traditional academic values and expectations.

5. APPLICABILITY

- It applies to all faculty, staff , employees and students, graduate students and postdoctoral fellows, as well as to non-employees who participate in or intend to participate in teaching and /or research, scholarship or creative activities at the Institute and covers different

classes of Intellectual Property -- Patent, Copyright, Trade Mark / Service Mark, Design Registration, Trade Secret, Confidential Information and Integrated Circuits Layout, Traditional knowledge and geographical indication.

- It applies to the funding parties and the collaborative research partners of the Institute.

6. DEFINITIONS

For the purpose of this policy the terms would be interpreted as defined below, unless the context otherwise requires.

Intellectual Property Rights (“IPR”) means generally patented or potentially patentable inventions, trademarks, service marks, trade names, copyrightable subject matter, trade secrets or any other forms of statutory or common law protection of any kind in all jurisdictions, where applicable.

“Assignment” means the transfer of rights or title in the intellectual property in writing

“Creator(s)” mean the faculty, staff, and other persons employed by the institute whether full or part-time; visiting faculty and researchers; and any other persons, including students, who create intellectual property using institute resources

“Invention Disclosure” means a written description of an invention that is confidentially made by the inventor to the institute.

“Know how” means the knowledge, innovation, practices, expertise, process or procedures and secrets of individuals regarding the use of a material, product or resource, or the practice of a method, for a practical purpose.

“Publication” means a public enabling disclosure of an invention, and may be verbal or printed. Printed publication includes abstracts, student thesis, and in certain circumstances grant proposals.

“Patent and Patentable material” are as defined in Indian Patent Act 1970. These include invention of novel product and processes that have industrial applicability.

“Revenue” is any payment received as per an agreement by the institute usually for legal use of an intellectual property through a license.

“Inventor” An individual or a group of individuals responsible for creating or inventing product or process (as an IP) in the institute. In case, creation of IP is associated with more than one inventor, one of them, from institute, would function as a Principle Inventor.

“Patent” is an exclusive right granted for an invention (technology), which is a product or a process that provides an innovative way of doing something, or offers a technical solution to a problem.

“Copyright & Related Rights” is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings. Related rights means rights that protect the interests of certain groups of right holders, whose activities in most cases relate to the reproduction and dissemination of works.

“Trade/Service mark” means a mark/logo 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, combination of colors, music, 3D & 2D shapes.

“Industrial Design” means only the features of shape, configuration, pattern, ornament or composition of lines or colors applied to any article/product 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. Industrial design solely refers to the outer/physical appearance of the product.

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

“**Faculty**” means the professors, Associate professors, Assistant Professors, teachers and lecturers of ABESEC. Generally, the faculty is responsible for designing and disseminating the plans of study offered by the institution and subject knowledge to the students and research scholars. (Note this definition of faculty is meant only for the purposes of this document and is not intended to replace the definition of faculty in the statutes or other documents of ABESEC.)

“**Student**” means a person who has registered or enrolled as full-time or part-time student, or students through exchange from other universities/colleges.

“**Startup**” means any startup incubated by the Institute or any of the SPV owned by the institute.

7. OWNERSHIP

a. Inventions (Patents), design, Integrated circuit layout, and any other work that is patentable

- (i) IP created as a result of Institute research or by substantial use of Institute resources shall be owned by the CGC Landran. As per CGC revenue sharing document inventors will get agreed sharing for their contribution in invention.

If the IP is created as a result of collaborative research or has been funded by external funding agency then it shall be jointly owned by the Institute, the creator and the funding agency, provided the external funding agency has provided more than 5 lakhs.

- (ii) Any IP Created by inventor during his/her tenure in CGC Landran has to be filed through CGC Landran-IP cell. Inventors are not allowed to file or protect IP through outside Institute without prior informing CGC Landran IP cell and without due permission.
- (iii) In case of startup incubated in CGC Landran Incubator, the Institute shall transfer its full right of the IP previously filed to startup if any and grant permission to startups to protect their IP rights through IP cell of Institute wherein licensing of IPR from institute to start up: Ideally

students and faculty members intending to initiate a start up based on the technology developed or co-developed by them or the technology owned by the institute, should be allowed to take a license on the said technology on easy term, either in terms of equity in the venture and/ or license fees and/ or royalty to obviate the early stage financial burden.

- (iv) RISE FOUNDATION may take 2% to 9.5% equity/ stake in the startup/ company, based on brand used, faculty contribution, support provided. (It will be mutually decided on case to case basis)

b. Copyrightable material

(i) Works of art, literature and music recordings are owned by their creators despite the use of institute resources so long as such works are not the products of Institute research, neither created under the direction and control of the Institute, nor developed in the performance of a sponsored research or other third party agreement; and

(ii) Student shall be the owner of the copyright on all papers, thesis and dissertations written to earn credit in Institute courses or otherwise to satisfy institute degree requirements.

(iii) Institute shall be the owner of the copyright on all teaching material developed as a part of any of the academic/ distance learning programs of the institute. However, the creator shall have the right to use the material in his /her professional capacity.

c. Trademarks/ service marks

The ownership of the trademark (s), service marks(s), logos created for the Institute shall be with the Institute.

8. CREATION OF INTELLECTUAL PROPERTY

Intellectual Property consisting of Patentable or Copyrightable material can be created in the Institute in the following three ways:

- (a) Institute undertaking an assignment either from an external agency or by its own decision to take up creation of a specific Copyrightable or Patentable material and assign a team of its researchers to

accomplish it.

(b) Individual researchers or a team of researchers may develop copyrightable or patentable material during the course of their research or as a specific Project.

(c) An external funding agency, be it a Foundation, Trust, Industry, Commercial undertaking or a company may enter into a specific agreement with the Institute and research/team of researchers to develop some specific Copyrightable or patentable material.

9. EVALUATION/MANAGEMENT OF IP

The IP cell at the Institute shall be responsible for evaluating, marketing, licensing and managing of the IP generated at the institute. The creators of IP shall make the invention disclosure in a thorough and timely manner to enable the IP cell to evaluate its patentability. An invention will typically be patented by the IP cell of the institute if it is commercially viable, even if it is not in the immediate future. If the Institute decides not to own or manage the IP, it shall permit the creator to file patent and protect the IP on their own.

10. CONFIDENTIALITY OF IP

Every inventor/creator in the research group as well as everyone involved in the protection process will not disclose the details of research/IP to any person / organization without written permission of the Institute.

In case of thesis and other such written documents containing details of patentable matter, all measures to prevent the public disclosure of IP shall be taken.

11. TECHNOLOGY TRANSFER

(i) The Institute shall take all essential steps for the commercial exploitation of the IP obtained either in its name or jointly with other agencies, to the fullest possible extent that is reasonably practicable, without undue delay. The marketing of the IP will be done under the agreements involving technology transfer, licensing (exclusive or nonexclusive) and revenues sharing models.

(ii) The IP Cell shall identify potential licensee(s) for the IP to which the Institute has ownership. In case of joint ownership, the Organization/Industry which has sponsored the activity, will have the first right to commercially utilize and exploit Intellectual Products emanating from the collaboration activity, whether or not the same have been formally protected by patent(s). The licensing to commercially explore it would involve technology transfer fee and also royalty payment from the first date of such commercial exploitation for a period that will be as mutually agreed upon.

(iii) In the event of the other collaborating organization/industry not undertaking the commercial exploitation within a reasonable period of two years from the first date of development of the technology the Institute reserves the right to transfer the said know-how to a Third Party for its commercial exploitation and use.

12. PRODUCT OWNERSHIP RIGHTS FOR TECHNOLOGIES DEVELOPED AT CGC LANDRAN

1. When CGC Landran facilities / funds are used substantially or when IPR is developed as a part of curriculum/ academic activity, IPR is to be jointly owned by inventors and the CGC Landran.

As per CGC revenue sharing document inventors will get agreed sharing for their contribution in invention.

Above share is for inventions developed as a part of curriculum or with the help of Institute funds/Technical Assistance.

- Whereas if the inventor show interest in commercializing the IP on his/her own than the institute reassigns the right of the IP to its inventor(s), the inventor(s) shall reimburse all the costs incurred by the Institute, which include protection, maintenance, marketing and other associated costs. This decision will solely be taken by CGC LANDRAN IP CELL Committee.

- A. Inventors and CGC Landran could together license the product / IPR to any commercial organization, with inventors having the primary say. License fees could be either / or a mix of

- Upfront fees or one-time technology transfer fees
- Royalty as a percentage of sale-price
- Shares in the company licensing the product

- B. CGC Landran will not hold the equity as per the current statute, so RISE FOUNDATION will hold equity on their behalf.
- C. If one or more of the inventors wish to incubate a company and license the product to this company, the royalties would be no more than 4% of sale price, preferably 1 to 2%, unless it is pure software product. If it is shares in the company, shares will again be 1% to 4%. For a pure software product licensing, there may be a revenue sharing to be mutually decided between the institute and the incubated company.
2. On the other hand, if product/ IPR is developed by innovators not using any CGC Landran facilities, outside office hours (for staff and faculty) or not as a part of curriculum by student, then product/ IPR will be entirely owned by inventors in proportion to the contributions made by them. In this case, inventors can decide to license the technology to third parties or use the technology the way they deem fit.
 3. If there is a dispute in ownership, IPR committee including minimum five membered committee consisting of two faculty members (having developed sufficient IPR and translated to commercialization), two of the CGC Landran industry experts / alumni (having experience in technology commercialization) and one legal advisor with experience in IPR, will examine the issue after meeting the inventors and help them settle this, hopefully to everybody's satisfaction. CGC Landran can use alumni/ faculty of other institutes as members, if they cannot find sufficiently experienced alumni / faculty of their own.
 4. Institute IPR cell or incubation center will only be a coordinator and facilitator for providing services to faculty, staff and students. They will have no say on how the invention is carried out, how it is patented or how it is to be licensed however in specific case, clarifications can be sought. When CGC Landran is paying for patent filing, CGC Landran will constitute a committee which can examine whether the IPR is worth patenting. The committee should consist of faculty who have experience and excelled in technology translation. If inventors are using their own funds or non-college funds, then they alone should have a say in patenting subject the Approval of Committee.

5. CGC Landran decision-making body with respect to incubation / IPR / technology-licensing will consist of faculty and experts who have excelled in technology translation.
6. Interdisciplinary research and publication on startup and entrepreneurship will be promoted by the CGC Landran.

The inventor (s) / creator(s) share would be declared annually (or as revenues are received) in case of Tech transfer/Succesful license and disbursement will be made to the inventor (s) / creator(s), their legal heir, whether or not the inventor (s) / creators are associated with CGC Landran, at the time of disbursement. Revenue sharing document inventors will get agreed sharing for their contribution in invention. However, any initial cost born by applicant, is reimbursed by CGC Landran.

When applicant of patent is CGC Landran, then patent fees is born by CGC Landran. However, if, applicant is other than institute, then applicant of patent is responsible for any of the fees. Further, any patent born by joint research through collaboration, will sign a mutual agreement of understanding with prior discussion on each aspect.

13. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY

(i) As a matter of policy, Institute shall, in any contract between the licensee and institute, shall seek indemnity from any legal proceedings including this, but not limited to manufacturing defects, production problems, design guarantee, up- gradation and debugging obligation.

(ii) Institute shall also ensure that staff have an indemnity clause built into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.

(iii) The Institute shall retain the right to engage in or desist from or not in any litigation concerning patent and license infringements.

14. CONFLICT OF INTEREST

(i) The inventor(s) are required to disclose any conflict to finte rest or potential conflict of interest.

(ii) If the inventor(s) and/or their immediate family have as take in a licensee-company, then they are required to disclose the stake they and /or their immediate family have in the company, and license or an assignment of rights for a patent to the licensee - company in such circumstances, shall be subject to the approval of the IP cell.

15. DISPUTE RESOLUTION

In case of any disputes between the Institute and the Inventor(s) regarding the implementation of the IP policy, the inventor(s) may appeal to the IP Cell of the Institute. Efforts shall be made to address the concerns of the inventor(s) by developing and instituting an arbitration mechanism and arrangement. The IP Cell decision in this regard would be final and binding on both Institute and inventor.

16. JURISDICTION

As a policy, all agreements to be signed by institute will have the jurisdiction of the courts in Chandigarh and shall be governed by appropriate laws in India.

Constitution of IP Cell Committee

This committee will be constituted for matter related to IPR policy implementation, approval and resolution of dispute.

1. Campus Director
2. Director R&D
3. Dean Research
4. Assistant/Associate Dean Research
5. HODs of all Departments
6. Head IPR & IIC
7. Outside IPR Expert
8. Student head(s) of Technical Teams.
9. Alumni/Industrial IPR Expert
10. Legal Representative.