


GATEWAY EDUCATION

INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY


POLICY DOCUMENT



25 Jun 25
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INTRODUCTION

1. Preamble

Gateway Education, Sonipat, encompassing its diverse institutions including Pharmacy, Engineering (CSE, AI&ML) Management, Computer Applications and Architecture disciplines, aims to foster a culture of innovation, research, and entrepreneurship. To support these objectives, Ritham Global Foundation, a Section 8 Company established under the aegis of Gateway Education, will serve as a key facilitator for intellectual property (IP) creation, protection, and commercialization. This IPR policy outlines the framework for the ownership, protection, and management of IP generated by its faculty, students, staff, and collaborators.

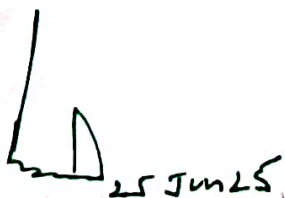
2. Purpose Statement

Gateway Education needs to adopt IP policy to establish the respective IP rights and obligation of Gateway Education and its faculty members, employees and other stakeholders and startup/incubate in IP. The purpose of this document is to provide the overarching policy framework under which Gateway Education will manage the Intellectual Property resources of the Gateway Education community consistent with its mission. This document is created for the various stakeholders of the Gateway Education, to guide in pursuit of its objectives and mandate, to ensure smooth function and to serve as a document for dealing with IP and its commercialization related matters.

3. Types of IP rights

There are followings types of IP rights.

- a) **Patents:** Grants the inventor exclusive rights to an invention, such as a product or process
- b) **Copyrights:** Protects the expression of ideas in original works, such as literature, music, art, and films


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- c) **Trademarks:** Protects names, logos, slogans, and other identifiers used to distinguish goods and services
- d) **Designs:** Protects specific features of a product, such as its shape, size, or color

4. Objectives

This policy aims to:

1. Promote and protect innovation and creativity among all stakeholders of Gateway Education.
2. Define ownership and usage rights of intellectual property developed under the institution's banner.
3. Encourage collaborative research and ensure fair sharing of benefits arising from intellectual property.
4. Facilitate the commercialization of IP through IPR Cell or other mechanisms.
5. Provide a framework for resolving disputes related to intellectual property.
6. Promote ethical practices in research and development.
7. Strengthen the institution's reputation as a center for innovation and entrepreneurship.
8. To facilitate wide transfer of useful IP to society for the public benefit.

5. Scope

This policy applies to:


1. All students, faculty members, staff, and research associates of Gateway Education.
2. Collaborative research projects undertaken with external organizations.
3. Intellectual property developed using institutional resources, including funding, infrastructure, and facilities.
4. Activities undertaken through the IPR Cell.
5. Sponsored research and consultancy projects.

6. Key Definitions

1. **Intellectual Property (IP):** Includes patents, copyrights, trademarks, trade secrets, designs, plant varieties, software, algorithms, and other rights as defined under applicable laws.
2. **Creator(s):** Individual(s) or team(s) involved in the creation of intellectual property, including faculty, students, and staff.
3. **Institutional Resources:** Includes physical, financial, and human resources provided by Gateway Education, such as laboratories, equipment, funds, and infrastructure.
4. **Commercialization:** The process of licensing, assigning, or transferring IP rights for financial or non-financial benefits.
5. **Section 8 Company:** A not-for-profit entity established for promoting education, research, and innovation.
6. **Significant Use of Resources:** Utilization of resources provided by the institution in a manner that contributes substantially to the development of intellectual property.
7. **IPR Cell:** The dedicated cell responsible for the administration and implementation of this policy.
8. **Inventor (s):** A person or a group of persons responsible for creating an IP.
9. **Invention Disclosure:** Invention disclosure means a written description of an invention that is confidentially made by the inventor to institute.
10. **Non-Disclosure Agreement (NDA)/Confidentiality Agreement:** It the agreement that intend to protect proprietary of confidential information among the parties involved in executing a NDA (Annexure 2).
11. **Patentee:** The person for the time being entered on the register of patents kept under the Indian Patent Act as the generator or proprietor of the patent.

7. Ownership of Intellectual Property

1. **Institution-Owned IP:** Gateway Education shall own IP created using any institutional resources or developed as part of any funded project managed by the institution (option 1).


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2. **Creator-Owned IP:** Creators retain ownership of IP developed independently without using any institutional resources. However, creators must ensure that such IP does not infringe on any third-party rights (option 4).
3. **Joint Ownership:** In cases of collaboration with external entities, ownership will be shared based on the terms of the agreement. Gateway Education shall ensure equitable rights for all parties involved (option 3).
4. **Student Projects:** Any IP developed as part of academic projects, internships, or research using any institutional resources will be owned by Gateway Education unless otherwise agreed. Students are encouraged to seek guidance from the IPR Cell before pursuing independent IP protection (option 2).
5. **Third-Party Sponsorship:** For projects sponsored by external entities, IP ownership will be governed by the agreement between Gateway Education and the sponsor (option 3).
6. **Start-up/incubate:** All potentially protectable forms of IP generated by the startups/incubate at the Gateway Education shall be owned by the respective incubate/start up, however, the startup company shall seek permission from the IPR Cell of Gateway Education and all communication and information regarding the IP shall be provided to the IPR Cell. All expenses towards ownership of IP would be borne by the respective incubate/startup (option 2).

8. Revenue Sharing

1. **Commercialization Revenue:** Net revenue generated from the commercialization of IP shall be shared as follows:
 - a) 50% to the creator(s).
 - b) 30% to the institution.
 - c) 20% to the IPR Cell of Gateway Education.

Note: These percentages are negotiable depending on the nature of the IP & mutual agreements.


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2. **Equity Sharing:** For startups incubated through IPR Cell, the institution may retain equity of 5 %. This ensures the institution's continued support for entrepreneurial ventures.
3. **Institutional Share Utilization:** Revenue retained by the institution will be used to fund research, support the IPR Cell, and upgrade infrastructure.

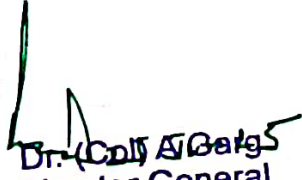
9. Governing Regulations

Intellectual property (IP) rights in India are governed by several acts, including:

- a) **The Geographical Indication of Goods (Registration and Protection) Act, 1999:** Protects geographical indications of goods
- b) **The Copyright Act, 1957:** Protects the expression of ideas in original works, such as literature, music, art, and films.
- c) **The Patents Act, 1970:** Grants patents for inventions that are new, inventive, and have industrial application.
- d) **The Trade Marks Act, 1999:** Protects trademarks, which are used to distinguish goods and services from others.
- e) **The Designs Act, 2000:** Protects designs, which are specific features of a product, such as its shape, size, or color.
- f) **The Information Technology Act, 2000:** Protects intellectual property rights related to information technology.
- g) **The Protection of Plant Varieties and Farmers Rights Act, 2001:** Protects plant varieties and farmers' rights.

10. IP Protection Process

- a) **Disclosure:** Creators must disclose any potentially patentable or protectable IP to the institution's IPR Cell by submitting an IP Disclosure Form (Annexure 1).
- b) **Evaluation:** The IPR Cell, in consultation with experts, will evaluate the IP for its originality, novelty, and commercialization potential. Feedback will be shared with the creators within 30 days of submission.


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- c) **Filing:** Upon approval, the institution will assist in filing applications with the appropriate authorities. The IPR Cell will coordinate with legal professionals to ensure compliance with national and international IP laws.
- d) **Maintenance:** Costs for maintaining IP protection, including renewals, will be borne by the institution, subject to a periodic review of the IP's commercial viability.

11. Guidelines for Collaborative Research

1. **Memorandum of Understanding (MoU):** All collaborative research agreements must clearly define IP ownership, revenue sharing, and commercialization terms. These agreements should also address confidentiality and data-sharing protocols.
2. **Confidentiality:** All parties involved must sign a Non-Disclosure Agreement (NDA) before sharing sensitive information. Gateway Education shall ensure that collaborators respect the confidentiality of ongoing projects.
3. **Benefit Sharing:** Revenue or benefits arising from jointly developed IP will be shared in accordance with the MoU or project agreement.
4. **Dispute Resolution:** Disputes arising from collaborative research shall be resolved through mediation or arbitration as outlined in the MoU.

12. IP Policy for Students

1. Students involved in research, internships, or entrepreneurial ventures using institutional resources must sign an agreement assigning IP rights to Gateway Education, with provisions for revenue sharing.
2. For IP developed independently, students are encouraged to register their IP through the IPR Cell to ensure proper documentation and protection.
3. Students launching startups through IPR Cell must abide by the institution's equity and revenue-sharing terms to ensure fair benefits for all stakeholders.
4. Students are encouraged to participate in IP awareness programs and actively engage with the IPR Cell for mentorship and guidance.


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13. Dispute Resolution

1. An internal committee, chaired by the head of the IPR Cell or third party arbitration process will address disputes related to IP ownership or revenue sharing.
2. Appeals can be made to the IPR Steering Committee, whose decision shall be final and binding. The institution may also seek external arbitration if required.
3. Disputes related to external collaborations shall be resolved as per the terms of the MoU or other governing agreements.
4. As a policy, all agreements to be signed by Gateway Education will be subject to the jurisdiction of the courts of Sonipat and shall be governed by appropriate laws of India.

14. Amendments and Review

1. This policy will be reviewed periodically, at least once every three years, to align with changes in legal, technological, or institutional frameworks.
2. Amendments shall be approved by the governing body of Gateway Education and communicated to all stakeholders.
3. Feedback from faculty, students, and collaborators will be considered during the review process.


15. Commercialization

The following two options of commercialization would be followed:

i. Licensing of Gateway Education:

The GE IP would be licensed either to:

- a) Third party: the faculty or employee of student can approach the engaged consultant for identifying the potential license and shall negotiate with the licensee for the terms and conditions.


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- b) The GE's faculty or students: the faculty and the students of gateway Education shall have the first right to license the **Intellectual Property Cell** to form start up
- c) All the terms and conditions of licensing shall be decided by the consultant and shall be approve by a Technology Transfer committee comprising of the faculty or third party in case of joint IP, the IP shall be assigned to them for commercial exploitation.
- d) A transparent open bidding process for licensing can be follow as per requirements.

ii. Assignment of Gateway Education

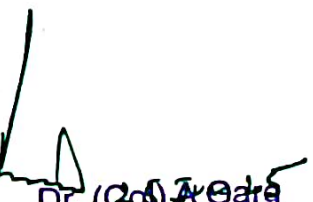
In case there are some IP in which Gateway Education is not interested to pursue further due to lack of commercial potential or any other reason, if requested by faculty or third party in case of joint IP, the IP shall be assigned to them for commercial exploitation on first come first serve basis.

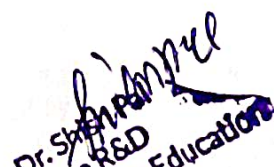
16. Execution of Agreements

The faculty or employee or students of GE shall not execute any agreements with third party in relation to the IP, including, but not limited to, confidentiality agreements, license agreements, IP assignments, and research and joint venture agreements and agree that all agreements in relation to the IP shall either be signed by its designated/authorized Person, unless GE authorizes the faculty or employee or student.

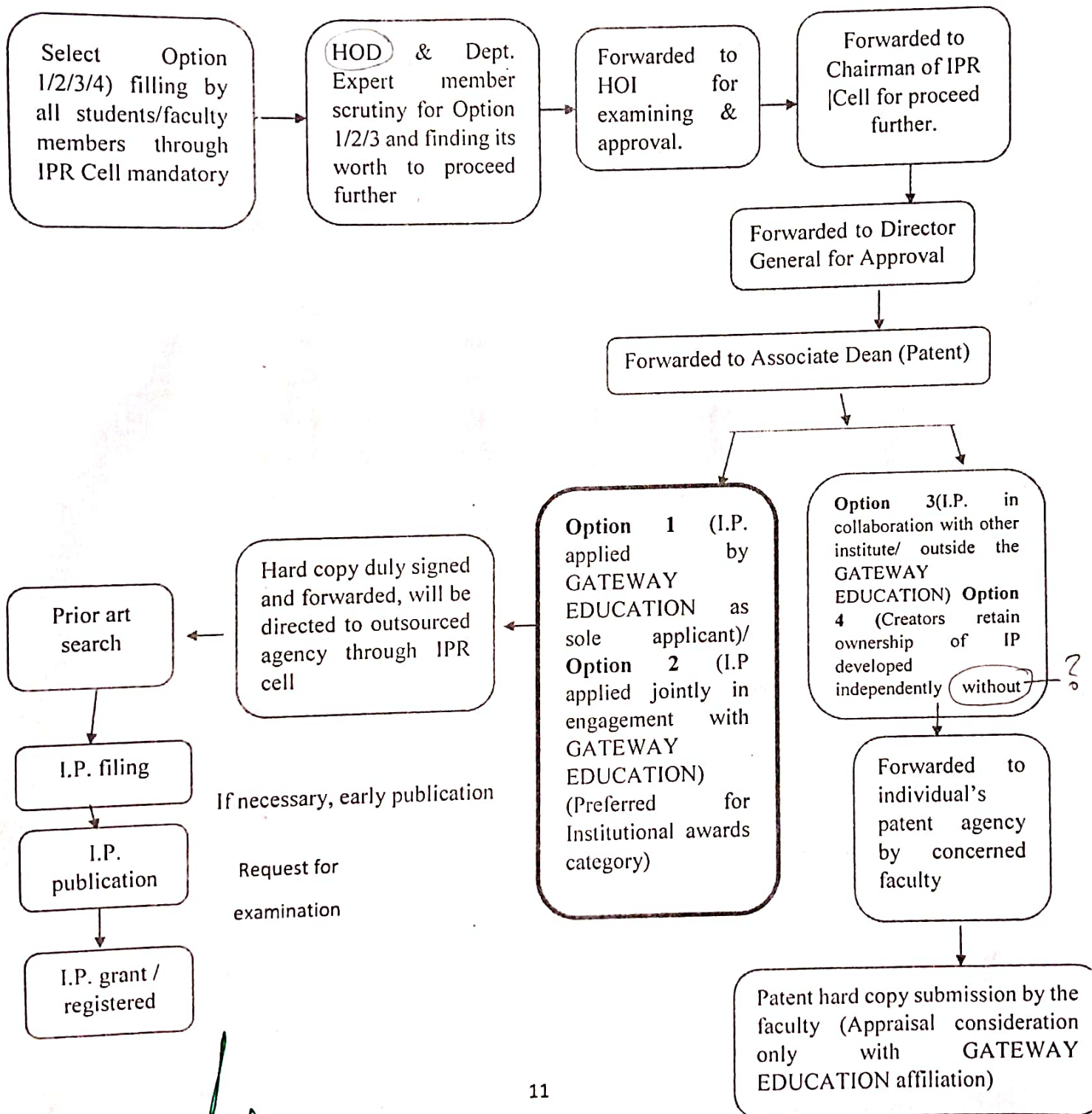
17. Infringements, Damages, Liability and Indemnity

- a) As the matter of policy, the Gateway Education shall in any contract between the license and GE, seek indemnity from any legal proceedings including this, but not limited to manufacturing defects, production problems, design guarantee, up gradation and debugging obligation.
- b) GE faculty, student and startup company shall ensure that an indemnity clause built into the agreements with licensee(s) while transferring technology or copyrighted material to licensees and GE is indemnified.


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18. Guidelines & Structure of Patent Filing



I.P.= Intellectual property (Patents/Industrial design/Copyright/Trademark)

- To centralize the IP data, the internal undertaking is modified to include:

Option 1 as: I/We would like to engage with the institute for filing the patent/design/copyright/trademark as per IPR policy. I/We do not have any objection by giving unconditional rights to college (GATEWAY EDUCATION) to file and register the I.P. in their name. (Shall be preferred for Institutional awards category)

Option 2 as: I/We would like to engage with the institute for filing the patent/design/copyright/trademark as per IPR policy. I/We shall file the patent jointly with GATEWAY EDUCATION and bear all the expenses jointly to be incurred on filing I.P. (Shall be preferred for Institutional awards category)

Option 3 as: I/We would not opt for engagement with the institute to file the patent/design/copyright/trademark. I/We shall file the patent in collaboration with other institute/ outside the GATEWAY EDUCATION. (Shall be considered for appraisal only, if holding GATEWAY EDUCATION affiliation)

Option 4 as: I/We would not opt for engagement with the institute to file the patent/design/copyright/trademark. I/We shall file the patent in retain ownership of IP developed independently without using any institutional resources (Shall be considered for appraisal only, if holding GATEWAY EDUCATION affiliation)

Annexure-I of IPR Policy to be filled by faculties applying patents outside GATEWAY EDUCATION as compulsory, so as to disclose all patent filing applications. The recommendation shall be made by Associate Dean (Patents), followed by Dean R&D and final approval from Director, GATEWAY EDUCATION.

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[Signature]
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19. INCENTIVE POLICY FOR PATENTS

For incentive claim every one need to fill incentive claim form and approved by concerned authority (annexure 3)

Publication	Upto 2 Authors (1)	More than 2 author from GE	Authors from Different Organization
Published Patent	5000 each	10000 will be equally distributed among them	1st Author = 100% of (1)
Granted Patent	6000 each		2nd Author or above = 80% of (1)

20. Miscellaneous

1. Any IP-related activity not covered under this policy shall be decided by the IPR Steering Committee on a case-by-case basis.
2. This policy shall come into effect immediately upon approval by the Director General, Gateway Education.

21. Annexures

1. IP Disclosure Form
2. NDA
3. Claim Form for Incentive Scheme for Patent Publication/Granted

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