



Goa University Policy on Copyright and Publications

Purpose

This policy sets out to define procedures for the publication of work produced by members of faculty and staff and, where appropriate, by students. The policy aims to protect the interests of the University and of its members, to support and enhance academic and intellectual freedom, and to enhance the quality of publications associated with the University and its Affiliated Colleges/Institutes. The policy should be read in conjunction with the University's policies on intellectual property and on authorship. (SA 38 and SA 39)

1.0 Definitions

1.1 **Works:** shall include any copyrightable material, such as printed material, procedure manuals, computer software or databases including pedagogical software, audio and visual material, circuit diagrams, architectural and engineering drawings, musical or dramatic compositions, choreographic works, pictorial or graphic works and material related to teaching, including but not limited to lectures, course outlines, programme proposals and descriptions, case studies, and other learning materials, including textbooks.

1.2 **University:** means Goa University.

1.3 **University Personnel:** includes all full-time and part-time employees of the University, including the Contractual appointments, fellows and residents, interns, volunteers and any non-employees who receive University Support, including visiting faculty in respect of their work at the University.

1.4 **Students:** includes all full-time and part-time students of the University.

1.5 **Author:** means a member of University Personnel or Student who creates a Work.

1.6 **Copyright:** a legal right of the author(s)/creator(s)/owner(s) of copyright to exclusive publication, production, sale and distribution of their work both domestically and internationally regardless of how it is published. Copyright protects the "expression" of an idea, not the idea itself. The owner of a copyright may license another individual, for example a commercial publisher, to publish the work.

1.7 **Moral rights:** the rights of an author to have his or her authorship acknowledged and to be able to object to any derogatory actions in relation to his work that may be prejudicial to his or her honor or reputation. These rights are independent of the ownership of copyright.

1.8 **University sponsorship:** The University will be deemed to have sponsored a work if it provides any direct subsidy for publication or if it is included in a series that is associated in any way with the University.

1.9 “**Scholarly Work**” means a copyrightable work created by any University Personnel as evidence of academic advancement or academic accomplishment including, but not limited to, scholarly publications, journal articles, research-based bulletins, monographs, and books (excluding case studies and textbooks and other work of commercial value), plays, poems, musical compositions and other works of artistic imagination.

2.0 Application

2.1 This Policy is applicable to all Works developed or created in the course of work or study at the University with University support. This Policy extends to all University Personnel and students and applies to all programmers supported by the University, including all institutions, affiliated or having specific provisions in a Memorandum of Understanding with the University as well as sponsored projects funded by the external agencies. The application of the policy will be subject to local legislation.

2.2 This policy does not apply to Works produced by University Personnel or by students on topics not related to their academic or official duties, and where no use of University time or resource was entailed.

3.0 University Ownership

3.1 Intellectual property (IP) of any kind created by faculty, staff, project staff, visiting researchers and others, such as interns/trainees from other institutes, participating in Goa University programs or using University funds or facilities, are owned by University when either of the following applies:

- a) The intellectual property was created with the significant use of funds or facilities administered by the University.
- b) The intellectual property was created (i) as a part of the normal professional duty or (ii) work for hire.
- c) The intellectual property was created in the course of or pursuant to a sponsored/consultancy research agreement involving licensing and profit-sharing terms and conditions with University. In such cases, specific provisions related to IP made in contracts governing such activity will determine the ownership of IP.
- d) The intellectual property was created as a part of academic research and training leading towards a degree or otherwise.
- e) The University will not claim ownership of copyright on books and academic articles authored by University personnel. However, University will have the copyright if books and reports have been created using funds specifically provided for this purpose by University or published by the University.

3.2 All copyrights, including copyrighted software will be owned by University when it is created as a part of any of the academic programs of University or created pursuant to a written agreement with University, providing for transfer of copyright or ownership with the assignee. More specifically:

- a) The University will be the owner of the copyright on all teaching materials created by and non-University personnel for external agencies, institutions and industry under the continuing education and distance education programs of University. However, the authors will have the right to use the material for their teaching and research activities.
- b) Video recording, Computer Software, Pedagogical Software and Related Classroom Technology: Courses developed and used for teaching at the University belong to the University. Any courses which are video-recorded or recorded using any other media are University property, and may not be further distributed without written permission from Goa University.

4.0 Inventor/Author Ownership

4.1 Inventors/Authors will own intellectual property when

- a) None of the situations defined above for University-ownership of intellectual property applies.
- b) It is created outside their assigned/normal area of research/teaching, for example, popular novels, poems, musical compositions, or other works of artistic imagination, without the use of significant institute resources.

4.2 Ownership of software code, patentable subject matter and other intellectual property created during the period of dissertation/thesis/internship/project are subject to conditions specified under University-ownership and Inventor/Author ownership.

5.0 Third-Party Ownership

5.1 Ownership of intellectual property resulting from:

- a) Funds provided partially or fully by a third-party/parties to University will be governed by specific provisions in the contract/agreement between the third-party and University.
- b) Exchange programs between University and other institutions will be governed by specific provisions in the contract/agreement between the third-party and University.
- c) In case no such specific contract/agreement exists, IPR will remain with the University.

6.0 Licensing

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

6.2 In cases where an IP is created by University personnel, fully or as a part of the team, during deputation, official leave, or sabbatical, the concerned University personnel should officially communicate the IP to University. If the IP involves ideas/software developed, fully or in part, using significant institute resources, then the IP will also be owned by University fully or partially, as the case may be.

7.0 Trademarks

The University owns all rights, title and interest in any Trademarks (registered or otherwise) that relate to the University or relate to a programme of education, service, public relations, research or training or products by the University. This clause shall be deemed to cover the titles of series of publications sponsored or owned by the University.

8.0 Moral rights

The individual author shall in all cases retain moral rights in his or her scholarly and other works.

9.0 Assertion of affiliation

9.1 The University has the power to authorize the use of its institutional address and the identification of authors as members of its faculty or staff. Such authorization will be deemed to have been granted in respect of all scholarly works. In other cases, specific permission must be sought.

9.2 Only IP works created under Clause 2 and 3 and any other clause as above will be permitted to use the affiliation of Goa University.

10.0 Scholarly works

10.1 The University recognises the academic freedom of its faculty to publish the results of their work in scholarly journals and other recognised outlets.

10.2 Assistance received from the University in supporting the research that has led to the work shall be acknowledged wherever this is appropriate.

10.3 University authors should avoid publication in journals that may damage the University's reputation and/or that of the author.

10.4 Authors must ensure that their work has been cleared to confirm that there are no breaches of copyright, for example in the use of images or diagrams. In all cases where the work is included in a series that bears the University's name, clearance must be given by the Directorate of Research Development and Resource Mobilization (DRDRM) and recommended by DIQA to respond/advise on journals/conferences.

10.5 It is acceptable that some delay of open publication resulting from sponsored research may be required by the sponsor but in no case should a sponsorship be accepted where this delay exceeds 60 days.

11.0 University sponsorship for Publication and University Press Publication

Where the publication of a work has been subsidized by the University or has been approved for inclusion as a University Press Publication, it shall be reviewed by a formal process established within each School. This process will include provision for external review by independent experts in the relevant field. The University shall establish an appropriate mechanism for this purpose.

12.0 University Publications Committee

The University Publications Committee shall formulate procedures and guidance within the scope of this policy and to take decisions on approval of titles and other strategic issues related to publications published or sponsored by the University.

13.0 Administrative Procedures

13.1 The DRDRM shall be responsible for the management of this policy. Copyright and Trademark filing Procedures shall be as enunciated in Statute SA - 39 of Goa University, Copyright Act 1957 and its rules and any other Government guidelines in these regards from time to time.

13.2 Signing Authority: The Registrar shall have the authority to sign contracts where required, and by so doing attest that all appropriate internal procedures have been followed.

14.0 Disclosures, Confidentiality and Assignment of Rights

14.1 For sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of IP are applied.

14.2 For all other IP produced at University, the inventors will be required to disclose their IP to the University as per SA 39 using an **IPDF** (Intellectual Property Disclosure Form).

14.3 It will be mandatory for students to submit an IPDF, countersigned by their supervisor(s), at the time of filing their Undergraduate/Postgraduate dissertations and PhD theses.

14.4 The inventor shall assign the rights of the disclosed IP to University before leaving the University and will agree to the terms and conditions for the sharing of any financial benefits received by the institute by commercialization of such IP.

14.5 Having made the disclosure, the inventors, both University and non-University personnel, shall maintain confidentiality of the IP during the period it is pending with University for the assessment of the possibility of commercialization and protection of IP, unless authorized in writing by University.

15.0 Evaluation of Intellectual Property

15.1 Evaluation of Intellectual Property will be done by the IPAC (Intellectual Property Assessment Committee) notified by the University from time to time. The Committee will include at least two/three additional faculty members with expertise or familiarity/experience in areas related to the concerned IP.

15.2 Evaluation of IP means:

- a) Assigning ownership of IP.
- b) Determining whether an IP is innovative and fit for filing in India and foreign countries.
- c) Determining whether the IP has a reasonable chance for commercialization.

15.3 After evaluation of IP, if the University decides not to take the responsibility for the protection of the IP, then it will assign all the rights of the IP to the inventors.

15.4 Even in such cases, as in (3), University may take the responsibility of facilitating protection of the IP on a case by case basis.

15.5 A decision on the annual renewal of IP rights will be taken by the IPAC. If the University decides not to renew the IP, fully or partially, then it will assign the rights of the IP, wherever relevant, to the "inventors."

16.0 Inconsistent/Conflicting Provision

In the event that any Provisions of this Policy is or becomes inconsistent with any of the provisions of the Goa University's Statutes, more specifically Statute SA 38 and SA 39 such provisions of this policy shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

17.0 Contracts and Agreements

All agreements related to IP, including, but not limited to the following categories, undertaken by any University personnel need to be approved by the institute:

1. Allegiance, Affirmation and Confidentiality Agreement.
2. Evaluation Agreement.
3. License Agreement
4. Technology Transfer (Commercialization) Agreement
5. Alternative Dispute Resolution Agreement
6. Classified Information Non-Disclosure (specific) Agreement

The Registrar will be the authorized signatory in all categories of agreements listed above.

18.0 Revenue Sharing

The net earnings from the commercialization of IP owned by University would be governed as per the guidelines of SA 39.13.

19.0 Dispute Resolution

Normally it is expected that no dispute will arise in the assignment. Should any dispute arise, the same shall be amicably settled by the Dispute Resolution Committee constituted by both the parties. The Dispute Resolution Committee shall consist of Senior representatives of the Goa University who shall be nominated by the Vice Chancellor of the Goa University and the representative of the aggrieved party. The decision of the Committee shall be final and binding on the parties and no appeal shall lie against the decision of the Vice Chancellor

20.0 Jurisdiction

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

This Goa University Policy on Copyright and Publications is approved by the competent authority of Goa University.


02/10/24 -
(Prof. V. S. Nadkarni)
REGISTRAR