



Gujarat National Law University

GUJARAT NATIONAL LAW UNIVERSITY

ACADEMIC DIRECTIVE GNLU/AD/25/11

Monday, 4 July 2011

Academic Integrity and Consent to Publish

1.0. Purpose:

GNLU shall make all attempts to promote honesty in learning and assessment and respect for the work of others. Each faculty member shall make an additional effort to uphold the academic integrity among students.

2.0. Definitions:

In this Academic Directive, the following words and expressions are used in the following senses, unless a contrary intention appears from the context:

- a. "Plagiarism" is the presentation of the works of another person as though they are one's own by failing to properly acknowledge that person;
- b. "Intentional Plagiarism" is plagiarism associated with intent to deceive; and
- c. "Unintentional Plagiarism" is plagiarism associated with a lack of understanding of plagiarism or a lack of skill in referencing and acknowledging others' work.

3.0. Academic Dishonesty

The following are possible descriptions and examples of behaviors that are inconsistent with the academic integrity policy of the GNLU.

3.1 **Cheating:** Cheating includes the giving or receiving of any unauthorized assistance or providing or obtaining unfair advantage in any form of academic work. Examples may include, but are not limited to, the use during exams of crib sheets or any other materials not expressly authorized by the professor, unauthorized possession of a test prior to the test date, copying from other students' exams, or talking to other students during exams.

3.2 **Intentional Plagiarism:** Intentional plagiarism includes the copying of the language, structure, ideas, or thoughts of another and representing the same as one's own original work. Examples may include, but are not limited to, submission of a purchased research paper as one's own work, paraphrasing and/or quoting material in a paper without properly documenting the source, and copying someone else's language without using quotation marks and/or crediting the original author.

4.0. Student Responsibilities

- 4.1 Understand and comply with the policies and procedures of the University concerning plagiarism and seek help if unclear about their requirements;
- 4.2 Be familiar with, and apply, the referencing practices acceptable to the Gujarat National Law University;
- 4.3 Ensure that all sources of information are appropriately acknowledged; and
- 4.4 Take all reasonable precautions to ensure work is not intentionally copied.

5.0. Penalties

Any student found to have committed or aided and abetted the offence of intentional plagiarism and/or cheating may be, *inter alia*, subject to the following penalties depending on the severity of his/her involvement in the offence.

- 5.1 The student shall not be marked for the relevant academic assignment, thesis or project; and
- 5.2 The student shall fail the subject or course, with or without marks being awarded for that subject or course.

Thesis/Research Paper/Project Report Undertaking:

Each student shall attach the below undertaking and affix in the introductory pages of the thesis/research paper/project report. Failure to attach a duly signed undertaking will attract non-evaluation of the thesis/research paper/project report by the concerned faculty.

Academic Integrity Declaration

I warrant and represent that the attached report/research work/articles does not infringe upon any copyright or other right(s), and that it does not contain infringing, libelous, obscene or other unlawful matter and that I have given appropriate credit to the original author or source of information. I am aware that the non-compliance with the GNLU academic integrity directive may result into non-evaluation of the academic/research work, attracting failure in the subject or course and any other measures as decided by the concerned faculty members.

Title: _____

Student & Roll Number: _____

Submission date (date acknowledgement by the faculty or his/her representative) & Counter-signature of the concerned faculty _____

Publication of Academic or Research Works as the GNLU Publication:

GNLU shall encourage research and scholarly work by students, faculty and staff alike. To ensure that such works are in conformity with author's rights and obligations, an author shall provide a formal written consent and undertaking that the GNLU can publish the report/research work/articles, etc. submitted by them for the publication by the GNLU in any print or electronic media. Each author shall complete and attach this form, duly filled and signed, as an integral part of their report/research work/articles, etc. This undertaking is different from the undertaking which shall be attached while submitting a thesis/research work/project report etc. as part of the academic curriculum requirements.

Scope of application: The following provisions shall apply to the student/faculty/non-teaching authors only and who opt to have their works published by the GNLU.

1. The Author hereby grants to the GNLU the non-exclusive license to publish the report/research work/articles carried out by him/her. GNLU shall have the right throughout the world to publish, and/or to license the report/research work/articles in all languages, in whole or in part, including, without limitation, any abridgement and substantial part thereof, in journal form and in any other form including, without limitation, mechanical, digital, electronic and visual reproduction, electronic storage and retrieval systems, including internet and intranet delivery and all other forms of electronic publication now known or hereinafter invented.
2. The Author understands and fully endorses that the GNLU can publish the Article in its Open Access service: the unlimited right of unpaid access to the full text of the Article and the unlimited right to copy, paste, download or otherwise use the Article as long as these uses are restricted to non-commercial use only and provided that due acknowledgement is made to the original Author and the original publication in the Journal. For the purpose of this agreement the use of the Article in a Virtual Learning Environment (VLE) or a course-pack, shall be considered non-commercial
3. The Author retains the right to post or deposit the report/research work/articles in a subject or institutional repository, including that of or designated by the research founding body that (co)financed his/her research, as long as the posting or depositing of the Article serves no commercial goal. The Author ensures that the Journal and the Publisher are properly credited.
4. The Author retains the right to publish the Article in a volume of his/her own work.
5. The Author warrants and represents that the report/research work/articles does not infringe upon any copyright or other right(s), and that it does not contain infringing, libelous, obscene or other unlawful matter, that he/she is the sole and exclusive owner of the rights herein conveyed to the GNLU, and that he/she has obtained the customary permission for use both in print and electronically from the copyright owner of his legal representative whenever a passage from copyrighted material is quoted or a table or illustration from such material is used. The Author

will indemnify the GNLU for, and hold the GNLU harmless from any loss, expense or damage occasioned by, any claim or suit by a third party for copyright infringement or arising out of any breach of the foregoing warranties as a result of publication of the Article. The Article shall be delivered to the GNLU free of copyright charges.

6. The Author guarantees that the report/research work/articles has not been previously published elsewhere or that if it has been published in whole or in part, any permission necessary to publish it in the Journal has been obtained and provided to the GNLU together with a statement of the original copyright notice.
7. The Author declares that any person named as co-author of the report/research work/articles is aware of the fact and has agreed to being so named.
8. GNLU shall have the right to protect the report/research work/articles against unauthorized use and to authorize dissemination by means of off prints, legitimate photocopies, microform editions, reprints, translations, and secondary information sources such as abstracting and indexing services including databases.

Title of article/research report/project: _____
Journal/Publication Name: _____

Name and Roll No: _____
Semester: _____
Subject teacher: _____
Email: _____
Signature: _____
Date and place: _____

To be signed by the Author, also on behalf of any co-authors.

Effective date:

The Academic Directive shall come into effect from Tuesday, 5 July, 2011.

Bimal N. Patel
Director

PROJECT TITLE ALLOCATION FORM

- 1 Title of Project:
- 2 Subject: Family Law I
- 3 Class &Semester:
- 4 Section:
- 5 Name of the Scholar:
- 6 Registration No:
- 7 Mailing Address:
- 8 Local Guardian's Name:
- 9 Why are you choosing This Topic?

Undertaking

I hereby declare that the information given by me is true and correct to the best of my knowledge and belief.

I further declare that I will submit the Project work on or before the said last date, failing which, I shall be held liable for the same.

Countersigned by faculty Member

Name of the faculty Member

Applicant Name:

Signature of the faculty Member

Signature of Applicant:

Date:

Date: