

# INTELLECTUAL PROPERTY POLICY



**UNIVERSITY BUSINESS LINKAGE CELL (UBL)**

**UNIVERSITY OF VAVUNIYA**

**PAMPAIMADU**

**SRILANKA**

## **1. Introduction**

The University of Vavuniya (UoV) motivates faculty members, other employees and students to engage in creation and dissemination of knowledge including inventions, discoveries and tangible properties arising from research conducted as a part of the educational process. These findings can be used in enlarging the economic capacity of the surrounding region and serves to improve the well-being of the society.

The present policy forms principles for the ownerships, protection, management, administration and commercialization of intellectual property created within the UoV. This policy also describes the rules for corporation of the UoV with industrial and business organizations as well as the guidelines for sharing the economic benefits arising from the commercialization of intellectual property.

This policy is designed to achieve the following objectives.

- i) encourage the staff and students to perform commercially valuable research and creative endeavors.
- ii) educate and assist staff and students in the use of the intellectual property process with respect to their discoveries and inventions
- iii) provide protection and management regarding the intellectual property rights with respect to research, inventions, discoveries and instructional materials through certain legal rights such as patents, copyrights, trademarks and design rights.
- iv) facilitate the dissemination and make use of the findings of academic research and transfer of new knowledge for the public benefit
- v) ensure the equitable distribution of benefits resulting from the intellectual property among the inventors, the UoV and other relevant stakeholders.
- vi) enhance the reputation of UoV as an academic research institution involving the research projects to overcome the problems faced by the society and facilitating the researchers to obtain a good reputation in the society.
- vii) facilitate the negotiation and preparation of contracts with outside sponsors, collaborators and support to fulfill the terms of those contracts.

Nothing in this policy overrides provisions of prevailing national law of Sri Lanka.

## **2. Definitions**

Throughout the document, words and phrases shall be considered to have their expected meanings. The following list of definitions is given for some words and phrases to give more understanding but the list is not intended to be complete.

### **2.1. “Commercialization”**

This means any form of exploitation of Intellectual Property, including assignment, licensing, internal exploitation within the institute and commercialization via a spin off enterprise.

## **2.2. “Copyright”**

This is a set of exclusive legal rights, as defined by the copyright law of Sri Lanka, Intellectual Property Act No. 36 of 2003 that subsist in relation to an original work of authorship and this include literary, scientific and art works including academic publications, scholarly books, articles, lectures, musical compositions, films, choreography, presentations, computer programmes, databases and architecture.

## **2.3. “Innovator”**

A creator is a member of the UoV community who provided substantive and substantial intellectual contribution in way of authorship, invention, discovery or other creative activities to the creation of the intellectual property.

## **2.4. “Intellectual Property” (IP)**

This includes works of authorship, inventions, technologies, developments, discoveries, tangible properties, mask works, computer software and all other research results that may be subject to protection by intellectual property rights such as patents, copyrights, trademarks, service marks or trade secrets.

## **2.5. “Intellectual Property Rights” (IP Rights)**

means ownership and associated rights relating to Intellectual Property, including patents, rights in utility model, plant and animal breeders rights, biotechnology rights, rights in designs, trademarks, topography rights, know-how, trade secrets and all other intellectual or industrial property rights as well as copyrights.

## **2.6. “Licensing”**

This means the practice of transferring Intellectual Property rights to a third party, through license agreement or other commercialization agreement.

## **2.7. “Research Agreement”**

It may refer to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research persuade by researchers and/or Intellectual Property created at the UoV.

## **2.8. “Researchers”**

Means

- i) Persons employed by the UoV, including student employees and technical staff
- ii) Students including undergraduates and postgraduate students of the UoV
- iii) Any other persons, including visiting researchers

The people who use the UoV's resources and who perform any research tasks at the UoV or otherwise participate in any research project administered by the UoV, including those funded by external sponsors.

### **2.9. "Spin-off"**

It means a company established for the purpose of exploiting Intellectual Property originating from the University

### **2.10. "University Resources"**

It means any form of funds, facilities or resources, including equipment, consumables and human resources provided by the UoV either in a direct or indirect way.

### **2.11. "Visiting Researchers"**

It means individuals having an association with the UoV without being either employees or students. "Visiting Researchers" includes academic visitors, individuals with honorary appointments in the UoV and emeritus staff.

## **3. Scope of the policy**

This policy defines the ownership, distribution and commercialization of rights associated with Intellectual Property developed at UoV and describes the general obligations associated with the licensing of Intellectual Property rights to parties outside the University. This policy may be modified/amend time to time by UBL, UoV in consultation with Vice chancellor.

3.1. This policy is applicable to all Intellectual Property created on or after 30/12/2021 at UoV from all of its departments, centers, units and to all of its employees who have established a legal relationship with UoV and all IP rights associated with them.

3.2. The present Policy shall not apply in cases in which the Researcher entered into an explicit arrangement to the contrary with UoV before the effective date of the Policy, or the UoV previously entered into an agreement with a third party concerning rights and obligations set out in this Policy.

## **4. Legal issues concerning the states of researchers**

4.1. The person exercising the authority of employment on behalf of UoV shall ensure that the employment contract or other agreement establishing any type of employment relationship between UoV and the researcher includes a provision placing the researcher under the scope of the policy.

4.2. Undergraduate students of the UoV shall be required to sign an agreement to be bound by this policy before commencing any research activity funded by the University or any other external funding sources.

4.3. Postgraduate students enrolling in any research programs shall be required to sign an agreement to be bound by this policy upon registration

4.4. The person authorized to enter into an agreement on behalf of UoV shall ensure that researchers not employed by UoV, including Visiting Researchers shall sign an agreement to be bound by this Policy and an assignment agreement in respect of ownership of IP created by them in the course of their activities that arise from their association with the University before commencing any research activity at the UoV.

4.5. Notwithstanding Paragraph 4.4., special arrangements may be needed to meet prior obligations of Visiting Researchers. Any such requested special arrangements shall be assessed and decisions shall be taken on a case-by case basis by Advisory Board of UBL, UoV.

4.6. Special arrangements may be needed for research activities pursued by a Researcher employed by UoV, but working in another institution as academic visitor. In such cases the Researcher may be required by a third party to sign any document which might affect the Institute's IP Rights. In order to avoid any subsequent disputes, the Researcher is not permitted to sign any such documents without the written approval of Advisory Board of UBL, UoV. The approval shall not be denied if none of the University IP Rights are being affected. If such a document affects the University's IP Rights, the University shall initiate negotiations to enter into an agreement with the third party, as described in Section 5.

4.7. Rights and obligations under this Policy shall survive any termination of enrollment or employment at UoV.

## **5. External sponsorship, research collaboration with third parties**

5.1. It is the responsibility of the Researcher to ensure, that prior to commencing any research activity in collaboration with any third party, the terms and conditions of cooperation be set forth in a written Research Agreement.

5.2. Researchers shall not have the right to enter into a Research Agreement with third parties on behalf of UoV unless they are authorized to do so by the Advisory Board of UBL, UoV.

5.3. Persons acting for, and on behalf of, the UoV shall exercise all due diligence when negotiating agreements and signing contracts that may affect the UoV's IP Rights.

5.4 In certain cases it may be beneficial to UoV to enter into Research Agreements that are exceptions to the provisions of this Policy with external sponsors of research and other third parties.

5.5. Depending on the relative intellectual and financial contributions of the UoV and the third party to the conception of the Intellectual Property, it may be appropriate for either cooperating party to obtain certain IP Rights and/or share in the revenue generated from its commercialization.

5.6. In the absence of such an agreement defined in Paragraph 5.1., it is the policy of the UoV that IP Rights shall be distributed among the cooperating parties in the proportion that reflects the proportions of contributing to the creation of the Intellectual Property.

5.7. In order to enable the cooperating parties to establish such proportions defined in Paragraph 5.6. and to prevent subsequent disputes, it is expedient that the parties maintain regular, well-documented records of the research activities pursued, signed by all of them.

5.8. The research agreement set forth in Paragraph 5.1 shall include, *inter alia* provisions with respect to the following

5.8.1. IP and associated rights already existing at the Institute prior to entering into the agreement;

5.8.2. IP and associated IP Rights arising from research activities set out in the agreement, after entering into it;

5.8.3. Confidentiality requirements;

5.8.4. Terms of public disclosure;

5.8.5. Other relevant provisions.

5.9. Any confidentiality provision of a Research Agreement aiming at the delay of public disclosure for the purpose of protection should not usually have effect for longer than 6 months from the time the concerned party is notified of the intent to publish.

5.10. Before signing, the full copy of the proposed research agreements and other legal statements concerning the UoV's IP Rights shall be submitted to the Advisory Board of UBL, UoV for advice and approval one month prior to signing.

## **6. Ownership of Intellectual Property**

### **6.1. Employees of the UoV**

6.1.1. All rights in Intellectual Property devised, made or created by an employee of the University in the course of his or her duties and activities of employment shall generally belong automatically to the University.

6.1.2. If an employee of the UoV creates Intellectual Property outside the normal course of his or her duties of employment, with the significant use of UoV Resources he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to UoV as consideration for the use of University Resources.

6.1.3. Intellectual Property as defined in Paragraph 6.1.1., created in the course of, or pursuant to a sponsored research or other type of agreement with a third party, shall initially belong to the UoV and then ownership shall be determined according to the terms of such agreements (in accordance with Section 5).

6.1.4. Section 6.1. shall apply to student employees of the Institute.

### **6.2. Employees of UoV pursuing research activities at other institutions/Universities**

Rights related to Intellectual Property that is created during an academic visit by the employee of the UoV to another institute/University shall be governed by an agreement between UoV and the other institute/University (in accordance with Paragraph 4.6.) If the

UoV's IP Rights are not affected, the IP created during the visit shall belong to the other institute/University unless otherwise provided in an agreement.

### **6.3. Non-employees**

Visiting Researchers are required to transfer to UoV any Intellectual Property they create in the course of their activities arising from their association with UoV. Such individuals will be treated as if they were UoV employees for the purposes of this Policy.

### **6.4. Students**

6.4.1. Students who are not employed by UoV shall own all Intellectual Property and associated IP Rights they create in the normal course of their studies. However, the following exceptions shall apply.

6.4.1.1. If the IP created as a result of research work sponsored by a third party funds administered by UoV then the student must agree that the intellectual property shall initially belong to UoV and the ownership will then be determined in accordance with the terms of the agreement concluded with the third party and UoV.

6.4.1.2 If a student creates Intellectual Property with the significant use of UoV resources in connection with his or her research activity, he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to UoV as consideration for the use of University Resources.

6.4.1.3. The Institute shall claim ownership of all Intellectual Property created in the course of postgraduate students' research activity.

6.4.2. Students shall be given the option to assign IP Rights to UoV and shall then be granted the same rights as any employee Inventor as set out in this Policy in order to get the advantage of the UBL, UoV support in protecting and marketing the IP. In such cases students should follow the procedures set out in this Policy.

The status of "significant use of UoV resources", "level of intellectual contribution by UoV personnel" and other matters associated to ownership of IP shall be decided based on the recommendations made by the Advisory Board of UBL, UoV. The final decision with regard to the ownership of the IP shall be made by the council of the University with the recommendation of the Advisory Board of UBL, UoV.

6.5. All copyrighted works except the works specifically commissioned by UoV or developed in the performance of the sponsored research or other third party agreement, are owned by the creators regardless of the use of the institute resources.

6.6. If the UoV cannot, or decides not to, exploit any Intellectual Property to which it lays claim, it shall forthwith notify the Inventor(s). The notification shall be made at least one month prior to any act or any intentional omission liable to prevent the obtainment of protection. In such cases the Inventor(s) shall have the option to acquire related IP Rights; however, the UoV may claim a share from the income of any subsequent exploitation of the Intellectual Property to the extent equaling the verified expenditures of the UoV

incurred in connection with the protection and commercialization of such IP. The University may also claim for a perpetual non-exclusive royalty-free license for research purposes without the right to business exploitation and without the right to sub-license. UoV may also claim for a 15% of any net income generated by the Inventor(s) from the commercialization of the Intellectual Property. UoV shall not unreasonably withhold or delay an assignment of the IP Rights to the Inventor(s); however it reserves the right to delay exploitation where it is in its interests to do so.

6.7. Ownership of trademarks or service marks created for UoV shall be with University.

## **7. Conflict of interest and confidentiality**

7.1. A Researcher's primary commitment of time and intellectual contributions as an employee of the University should be strictly to the education, research and academic programs of the UoV.

7.2. It is the responsibility of each Researcher to ensure that their agreements with third parties do not conflict with their obligations to UoV or this Policy. This provision shall apply in particular to private consultancy and other research service agreements concluded with third parties. Each Researcher should make his or her obligations to UoV clear to those with whom such agreements may be made, and should ensure that they are provided with a copy of this Policy.

7.3. Researchers shall keep the UoV's business secret as confidential. In terms of this Policy, *inter alia*, every fact, information, solution or data related to the research carried out at UoV, whose public disclosure, or its acquisition or exploitation by unauthorized persons could damage or endanger the UoV's lawful financial, economic or market interests shall qualify as business secret. Researchers shall, when communicating with third parties, exercise all due diligence regarding confidentiality provisions.

7.4. Should any doubt arise concerning conflict of interest or confidentiality issues Researchers are advised to consult with the Advisory board of UBL, UoV.

7.5 Researchers shall promptly report all potential and existing conflict of interest to the Advisory Board of UBL, UoV in order to reach solution satisfactory to each concerned party.

## **8. Identification, disclosure and commercialization of Intellectual Property.**

8.1. UoV encourages its Researchers to identify research results with potential commercialization value and which may enhance the reputation of the UoV through bringing them to public use and benefit.

8.2. The UBL, UoV is responsible for the protection and commercialization of the UoV's Intellectual Property. The Inventor(s) however, shall be consulted in each phase of the procedure.

8.3. Researchers shall be required to present in writing the draft publications containing scientific results to the relevant Head of Department before publishing them, and shall state in writing that, to the best of their knowledge such works do not contain any results for which protection may be obtained or which can be exploited in any way.

8.4. Researchers, including employees, students and Visiting Researchers are obliged to disclose all Intellectual Property falling within the scope of Paragraph 6 to UBL, UoV.

8.5. Copyrighted Works shall be excluded from the disclosing obligation set out in Paragraph 8.3., except for those which were developed in the performance of a sponsored research or other third party agreement.

8.6. Since protection and successful commercialization of Intellectual Property might depend on prompt and efficient administration, Inventors are required to disclose all potentially exploitable Intellectual Property as soon as they become aware of them. The disclosure must be made in writing by completing the Intellectual Property Disclosure Form (see Annexure I) available at UBL, UoV.

8.7. Inventors shall fully disclose all research activities and results relevant to the Intellectual Property and provide information about themselves, in particular the percentage of their contribution to the creation of the Intellectual Property and the circumstances under which it was created. The detailed description of the Intellectual Property shall be presented in such a manner that the inventive activity involved and its novelty as well as its susceptibility of industrial application become explicit and clear-cut for a person skilled in the art.

8.8. In case of incomplete disclosure, the form may be sent back to the Inventor(s) requesting for additional information. The date of disclosure shall be the day on which the UBL, UoV receives the full disclosure signed by all Inventors.

8.9. If an Inventor is in any doubt whether an Intellectual Property falls within the scope of Paragraph 6 or it is potentially commercially exploitable, then the Inventor should submit a disclosure to the UBL, UoV for consideration prior to making public disclosure of the Intellectual Property.

8.10. Premature disclosure may compromise the protection and commercialization of Intellectual Property. To avoid any loss of potential benefits, Researchers are required to make reasonable efforts to identify Intellectual Property early in the development process and consider the consequent impacts of any public disclosure.

8.11. After full disclosure of all relevant information the UBL, UoV shall record the Intellectual Property in its register.

8.12. After the date of disclosure, the UBL, UoV shall immediately commence the evaluation of the Intellectual Property. As a first step, a pre-evaluation shall be carried out to identify any major obstacles, which could hinder the protection and commercialization of the Intellectual Property. Based on the results of the pre-evaluation a recommendation on whether to protect and exploit the Intellectual Property shall be forwarded to Advisory Board of UBL, UoV. Such a recommendation shall be forwarded within 30 days from the

date of disclosure. The final decision shall be taken within 90 days from the date of disclosure.

8.13. The Inventor(s) shall be informed of the decision within 14 days from the date of decision in writing. If the Institute decides not to commercialize the disclosed Intellectual Property, then the provisions of Paragraph 6.6. shall apply.

8.14. UBL, UoV shall carry out a complete evaluation of the Intellectual Property with particular attention on possible methods of the protection of the Intellectual Property and its business opportunities.

8.15. The Inventor(s) shall closely cooperate with the UBL, UoV, the patent attorney or any other professional experts involved by the Institute. Inventor(s) are required to give reasonable assistance in protecting and commercially exploiting the Intellectual Property by providing information, attending meetings and advising on further development.

8.16. The UBL, UoV shall, within reasonable time, commence the process for acquiring legal protection, if needed, and he/it shall proceed with all due diligence to obtain protection. Public disclosure of research results made before obtaining the right of priority concerning a specific Intellectual Property application, highly jeopardize the proper protection of the related IP Rights. Therefore, Inventor(s) are requested to avoid any public disclosure of research results prior to filing such applications. The University shall endeavor to avoid undue delays in publications.

8.17. The UBL, UoV and the Inventor(s) shall jointly determine an appropriate commercialization strategy as part of the evaluation process within two months from the date of University's decision. The strategy will outline the tasks of each concerned party in the commercialization process and establish deadlines for the specific actions.

8.18. The UBL, UoV shall be responsible to carry out the commercialization plan and it shall submit specific proposals, such as draft agreements or business plans, to the Advisory Board of UBL, UoV.

8.19. Commercial decisions, such as the ones concerning the terms of an assignment/licensing agreement or establishment of a spin-off enterprise, shall be taken on a case-by-case basis by the Advisory Board of UBL, UoV, with due consideration of all possible circumstances.

8.20. If the UoV decides to discontinue an application, to withdraw it, or not to maintain a granted or registered right, the provisions of Paragraph 6.6. shall apply. Such decisions shall be taken by the Advisory Board of UBL, UoV.

8.21. Expenses incurring in connection with the protection and commercialization of Intellectual Property shall be borne by UoV.

8.22. During the evaluation and commercialization period the full description of the Intellectual Property shall be disclosed to third parties under a confidentiality agreement.

## **9. Recording and maintenance of the institute's Intellectual Property portfolio**

9.1. The UBL, UoV shall maintain records of the UoV's Intellectual Property in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance of protected Intellectual Property, and shall, within reasonable time, inform the Advisory Board of UBL, UoV.

9.2. The UBL, UoV shall maintain accounting records on each Intellectual Property. He or she shall ensure that the Intellectual Property be recorded in the accounting records, that any costs incurred be paid in due course and that the revenues from exploitation be distributed.

## **10. Distribution of revenues, motivation of researchers**

10.1. The UoV provides an incentive to Inventor(s) by distributing revenue generated from the commercialization of the Intellectual Property.

10.2. 'Net income' shall mean all license fees, royalties and any other monies received by UoV, arising from the commercialization of Intellectual Property less all the expenses incurred in connection with the protection and commercialization of the Intellectual Property at UoV.

10.3. The share of revenues from Net income shall be as follows:

Net income	Inventors	UBL, UoV	Faculty	University of Vavuniya
Any amount	60 %	20 %	10 %	10 %

10.4. In cases where there is more than one Inventor, the Inventor's share is divided between the Inventors in a proportion which reflects their respective contributions as provided in the signed Invention Disclosure Form.

10.5. In certain cases, the UoV reserves its right to negotiate special terms concerning revenue distribution, in particular when income is generated through sale of shares or payment of the dividend of shares in cases where shares have been allocated to UoV in an entity to which the Intellectual Property is licensed or assigned but which is not a spin-off enterprise.

10.6. In case of establishing a spin-off enterprise, an individual agreement between UoV and the Inventor(s) shall be applicable regarding the share of equity. The conditions of the agreement shall be negotiated on a case-by-case basis having due regard to the contribution of the Inventors to any further development and the exploitation beyond the creation of Intellectual Property and to any funding provided by the Inventor(s), UoV or any third parties acquiring a share of equity in the new enterprise. The decision concerning the conditions of a spin-off establishment shall be taken by the of UBL, UoV with the recommendation of UBL, UoV Advisory Board.

10.7. In case of exploitation of trademarks and other indicators, the Inventor(s), taking into consideration the proportion of their contribution to the exploitation, may benefit from the revenue as set forth in an individual agreement. The UBL, UoV shall decide on such issues on a case by case basis.

10.8. The income from Technology Transfer shall be used to encourage research and development at UoV and investing on spin-offs.

## **11. Breach of the rules of this policy**

Breach of the provisions of this Policy shall be dealt with under the normal procedures of UoV in accordance with the relevant provisions of law.

## **12. Dispute and appeals**

In the first instance, disputes shall be dealt with by UBL, UoV Advisory Board. A decision shall be taken within 14 days from the submission of the concern. Over and beyond the above, with respect to any legal dispute arising in connection with the rules of this Policy, the relevant provisions of law shall be applicable.

## **13. Entry into force of the policy**

13.1. This Policy shall come into effect on 30/12/2021

13.2. All agreements concluded by UoV and the Researcher(s) at an earlier time shall be governed by the provisions of the Policy in effect at the time of the signing of such contracts.

**END**

## ANNEXURE I

Reference Number: .....

### INVENTION DISCLOSURE FORM

The following information is necessary for UBL, UoV to assess the commercial potential of the new invention and for a preliminary market evaluation for the final product.

Department:

Faculty:

Contact person:

Phone number:

E-mail:

#### **1) Description of the Technology**

**1.1. Title of the technology** (Non-confidential information)

**1.2. Brief description of the technology** (*Non-confidential information within 300-1000 words, given in a language easily understandable by investors and other persons not skilled in the art*)

**1.3. Detailed description of the technology** (*Confidential information, within 5000 words*)

**1.4. Novelty and advantages of the technology** (*Please, refer to publications to help understand the novelty of the technology through the present state of the art and provide an insight into the general development of the technology.*)

**1.5. Novelty and advantages of the technology** (*Please, refer to publications to help understand the novelty of the technology through the present state of the art and provide an insight into the general development of the technology.*)

**1.6 Areas of exploitation. Please, refer to all potential fields of application.** *(Who may be interested in the exploitation of the technology? Please, introduce the uniqueness of the product or service, which could be developed by using this specific technology.)*

**1.7. Phase of development and proof of concept** *(Please, present any practical application of the technology.*

**1.8. Keywords**

## **2. PUBLICATIONS AND COMPARABLE TECHNOLOGIES**

**2.1. Has the technology been published in any abstract, paper, presentation, thesis, speech, article or any other form of publication in full or in part?** *If yes, please list the relevant publications and attach all available copies to this form.*

**2.2. When do you plan to publish research results related to this specific technology?**

**2.3. Please, list the most relevant published scientific works in the field of the technology.**

**2.4. Please, list all known pending patent applications and granted patents in the field of the technology.**

**2.5. Are you aware of any academic research groups or business enterprises conducting research in the field of the technology (If yes, please provide list out the information)?**

**2.6. Please, list any known enterprises engaged in the development and/or exploitation of comparable technologies in the field of this specific technology.**

### 3. INVENTORS

**3.1. Who are the inventors of the technology?** *(Please, list all inventors, who made intellectual contribution to the creation of the technology.)*

<b>Name</b>	<b>Type of legal relationship between the Inventor and the Institute</b>	<b>Percentage of contribution (%)</b>	<b>Department/organization</b>	<b>Contact data (address and phone)</b>
<b>(i)</b>				
<b>(ii)</b>				
<b>(iii)</b>				
<b>(iv)</b>				
<b>.....</b>				

**3.2. Please, list all researchers, who participated in the development of the technology in addition to the inventors.**

<b>Name of the Researcher</b>	<b>Type of legal relationship between the Researcher and the Institute</b>	<b>Department/organization</b>	<b>Contact data (address and phone)</b>

### 4. RESEARCH FUNDING AND COLLABORATION

**4.1. Please, specify the financial resources used for the research and development of the technology.**

<b>Type of fund</b>	<b>Duration of the relating Contract</b>	<b>Name of the organization providing financial contribution</b>

