

VIJAYANAGARA SRI KRISHNADEVARAYA UNIVERSITY

INTELLECTUAL PROPERTY RIGHTS POLICY

1. Introduction

Vijayanagara Sri Krishnadevaraya University, Ballari (hereinafter referred to as VSKUB) recognizes the need for encouraging the practical application and economic use of the results of research carried out at VSKUB for the benefit of the general public; therefore it adopted the following Policy on Intellectual Property.

The present Policy relates to the ownership, protection and commercial exploitation of Intellectual Property created by Faculty(ies) and/or Researcher(s)(hereinafter referred to as Researchers) in the course of their duties or activities at VSKUB. The document sets out the rules of VSKUB for cooperation with industrial and business organizations and provides guidelines on the sharing of the economic benefits arising from the commercialization of Intellectual Property.

This Policy aims to:

Adopt the WIPO Model Policy for Universities and Research Units

- i) Promote, encourage and aid scientific investigation and research;
- ii) Provide legal certainty in research activities and technology-based relationships with third parties;
- iii) Set out VSKUB's procedures on the identification, ownership, protection and commercialization of Intellectual Property;
- iv) Ensure the timely and efficient protection and management of Intellectual Property;
- v) Facilitate the recording, monitoring and maintenance of VSKUB's Intellectual Property portfolio;
- vii) Ensure that economic benefits arising from the commercialization of Intellectual Property are distributed in a fair and equitable manner recognizing the contributions of the Inventors, VSKUB as well as any other relevant stakeholders;
- viii) Enhance the reputation of VSKUB as an academic research institution and a member of society as well as the reputation of the Researchers through bringing the research results to public use and benefit.

Nothing in this Policy overrides provisions of prevailing national laws of the country.

2. Definitions

“Commercialization” means any form of exploitation of Intellectual Property, including assignment, licensing, internal exploitation within VSKUB and commercialization via a spin-off enterprise/research unit.

“Copyrighted works” means literary, scientific and art works, including academic publications, scholarly books, articles, lectures, musical compositions, films, presentations and other materials or works other than software, which qualify for protection under the copyright law.

“VSKUB resources” means any form of funds, facilities or resources, including equipment, consumables and human resources provided by VSKUB either in a direct or indirect way.

“Intellectual Property” means inventions, technologies, developments, improvements, materials, compounds, processes and all other research results and tangible research properties, including software and other copyrighted works.

“Intellectual Property Rights” (IP Rights) means ownership and associated rights relating to Intellectual Property, including patents, rights in utility model, plant breeders rights, rights in designs, trademarks, topography rights, know-how, trade secrets and all other intellectual or industrial property rights as well as copyrights, either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

“Inventor” means the Researcher who contributed to the creation of the Intellectual Property.

“Research Agreement” 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 pursued by Researchers and/or Intellectual Property created at VSKUB.

“Researcher” means:

- i) persons employed by VSKUB, including student employees and technical staff
- ii) students, including graduate and postgraduate students of VSKUB
- iii) any persons, including visiting scientists

who use VSKUB resources and who perform any research task at VSKUB or otherwise participate in any research project administered by VSKUB, including those funded by external sponsors.

“**Spin-off**” means a company established for the purpose of exploiting Intellectual Property originating from VSKUB.

“**Visiting Researcher**” means individuals having an association with VSKUB without being either employees or students. “Visiting Researchers” includes academic visitors, individuals with honorary appointments in VSKUB and emeritus staff.

3. Scope of the Policy

3.1. This Policy shall apply to all Intellectual Property created on or after 31.05.2018 and all IP Rights associated with them.

4. Legal issues concerning the status of Researchers

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

4.2. Students of VSKUB shall be required to sign an agreement to be bound by this Policy before commencing any research activity.

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

4.4. Special arrangements may be needed for research activities pursued by a Researcher employed by VSKUB, 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 VSKUB’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 *the person or committee designated by VSKUB*. The approval shall not be denied if no VSKUB IP Rights are being affected. If such a document affects VSKUB’s IP Rights, VSKUB shall initiate negotiations to enter into an agreement with the third party, as described in Section 5.

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

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 agreement (hereinafter referred to as Research Agreement).

5.2. Researchers shall not have the right to enter into a Research Agreement with third parties on behalf of VSKUB unless they are authorized to do so by an official representative of VSKUB.

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

5.4. In certain cases it may be beneficial to VSKUB 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 VSKUB and the third party to the conception of the Intellectual Property, it may be appropriate for all cooperating party to obtain IP Rights and share in the revenue generated from its commercialization based on their relative contributions.

5.6. In the absence of such an agreement defined in Paragraph 5.1., it is the policy of VSKUB 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. The agreement set forth in Paragraph 5.1. shall include, *inter alia* provisions with respect to the following:

5.7.1. IP and associated rights already existing at VSKUB prior to entering into the agreement;

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

5.7.3. Confidentiality requirements;

5.7.4. Terms of public disclosure;

5.7.5. Other relevant provisions.

6. Ownership of Intellectual Property

6.1. Students

6.1.1. Students who are not employed by VSKUB shall own all Intellectual Property and associated IP Rights they create in the normal course of their studies. IP registration can be initiated in name of the student with the prior permission of the Authority and such interest shall vest to the extent of academic benefit. However, the following exceptions shall apply.

6.1.1.1. If a student is offered a studentship sponsored by a third party under a separate agreement, under which the third party has a claim on Intellectual Property arising from the studentship, the student must agree that the Intellectual Property shall initially belong to VSKUB and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.

6.1.1.2. Intellectual Property created by students in the course of, or pursuant to, a sponsored research or other agreement with a third party shall initially belong to VSKUB and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.

6.1.1.3. If a student creates Intellectual Property with the significant use of VSKUB 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 VSKUB as consideration for the use of VSKUB Resources.

6.1.1.4. VSKUB shall claim ownership of all Intellectual Property created in the course of postgraduate (doctorate) students' research activity.

6.1.2. Students shall be given the option to assign IP Rights to VSKUB and shall then be granted the same rights as any employee Inventor as set out in this Policy. In such cases students should follow the procedures set out in this Policy.

- 6.2. All rights in Copyrighted Works are owned by their creators regardless of the use of VSKUB Resources. Copyrighted Works specifically commissioned by VSKUB or developed in the performance of a sponsored research or other third party agreement shall constitute an exception where the provisions of such agreements shall be taken into account.

7. Conflict of interest and confidentiality

- 7.1. A Researcher's primary commitment of time and intellectual contributions as an employee of VSKUB should be to the education, research and academic programs of VSKUB.
- 7.2. It is the responsibility of each Researcher to ensure that their agreements with third parties do not conflict with their obligations to VSKUB 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 VSKUB 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 VSKUB's business secret in confidence. In terms of this Policy, *inter alia*, every fact, information, solution or data related to the research carried out at VSKUB, whose public disclosure, or its acquisition or exploitation by unauthorized persons could damage or endanger VSKUB'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 *person or committee designated by VSKUB*.
- 7.5. Researchers shall promptly report all potential and existing conflict of interest to the *person or committee designated by VSKUB* in order to reach solution satisfactory to each concerned party.

8. Identification, disclosure and commercialization of Intellectual Property

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

- 8.2. The *person or committee designated by VSKUB* is responsible for the protection and commercialization of VSKUB's Intellectual Property. The Inventor(s) however, shall be consulted in each phase of the procedure.
- 8.3. Researchers, including employees, students and Visiting Researchers are obliged to disclose all Intellectual Property falling within the scope of Paragraph 6 to the *person or committee designated by VSKUB*.
- 8.4. 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.
- 8.5. 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 available from *the person or committee designated by VSKUB*.
- 8.6. 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.
- 8.7. 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 *person or department designated by VSKUB* receives the full disclosure signed by all Inventors.
- 8.8. 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 *person or department designated by VSKUB* for consideration prior to making public disclosure of the Intellectual Property.
- 8.9. 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.

- 8.10. After full disclosure of all relevant information the *person or committee designated by VSKUB* shall record the Intellectual Property in its register.
- 8.11. The *person or committee designated by VSKUB* shall determine whether any agreements provide for the sharing of IP Rights or other obligations overriding those set out in this Policy. Provisions of related Research Agreements may require the assignment of certain IP rights in full or in part. In case of assignment, the procedure for protection and commercialization shall be governed by a separate agreement concluded between VSKUB and other concerned parties. In all other cases the procedure set out in this Policy shall apply.
- 8.12. The *person or committee designated by VSKUB* shall notify the relevant Head of Department about all disclosures. The notification involves a short abstract of the Intellectual Property and the name of the Inventor(s).
- 8.13. After the date of disclosure, the *person or committee designated by VSKUB* 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 *the person or committee taking the final decision on behalf of VSKUB*. Such a recommendation shall be forwarded within 15 days from the date of disclosure. The final decision shall be taken within 30 days from the date of disclosure.
- 8.14. The *person or committee designated by VSKUB* 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 *person or committee designated by VSKUB*, the patent attorney or any other professional experts involved by VSKUB. 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 *person or department designated by VSKUB* 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. VSKUB shall endeavor to avoid undue delays in publications.
- 8.17. The *person or committee designated by VSKUB* and the Inventor(s) shall jointly determine an appropriate commercialization strategy as part of the evaluation process within 3 months from the date of VSKUB'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 *person or committee designated by VSKUB* shall be responsible to carry out the commercialization plan and it shall submit specific proposals, such as draft agreements or business plans, to *the person or committee appointed by VSKUB for decision*.
- 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 person or committee designated by VSKUB*, giving due consideration to all circumstances.
- 8.20. VSKUB may decide not to apply for registered industrial property protection or may withdraw an unpublished application, if it is more appropriate for the purposes of commercialization to treat the Intellectual Property as a confidential know-how. In such cases Inventor(s) shall be requested in writing to refrain from any public disclosure of the Intellectual Property. When choosing this option, however, VSKUB shall take the Researchers' freedom to publish as well as public interest into account.
- 8.21. Intellectual Property not falling within the scope of Paragraph 6 may also be disclosed to VSKUB by Researchers under the terms of this Policy. In such cases VSKUB shall decide, within 30 days from the full disclosure of all relevant information, whether to exploit the Intellectual Property. If VSKUB decides to undertake the protection and commercialization of the Intellectual Property, the rules set out in this Policy shall apply.

8.22. Expenses to the extent of 50% incurring in connection with the protection and commercialization of Intellectual Property shall be borne by VSKUB.

8.23. 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 VSKUB's Intellectual Property portfolio

9.1. The *person or committee designated by VSKUB* shall maintain records of VSKUB'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 *person or committee designated by VSKUB*.

9.2. The *person designated by VSKUB* 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. VSKUB provides an incentive to Inventor(s) by distributing revenue generated from the commercialization of the Intellectual Property as per table in 10.4.

10.2. Grant for registration of IP by inventor(s) may be applied by the person and the registration cost sharing shall be as below:

a. 50% by inventor : 50% by VSKUB.

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

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

<i>Net income</i>	<i>Inventors</i>	<i>Department</i>	<i>VSKUB</i>
When VSKUB infrastructure is used	40%	20%	40%

When VSKUB infrastructure is not used	60%	10%	30%
---------------------------------------	-----	-----	-----

- 10.5. 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, and the decision of the Committee designated by VSKUB shall be final and binding.
- 10.6. In certain cases VSKUB 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 VSKUB in an entity to which the Intellectual Property is licensed or assigned but which is not a spin-off enterprise. Since VSKUB is not for profit organization and cannot own any share of any spin off company, the average value of the share in the market on the day of agreement shall be taken for total valuation of the VSKUB share and the estimated value shall be gifted to VSKUB as per prevailing IT laws.