

**KLE ACADEMY OF  
HIGHER EDUCATION AND  
RESEARCH**

(Deemed-to-be-University)



# CONSULTANCY POLICY



[kledeemeduniversity.edu.in](http://kledeemeduniversity.edu.in)

J N Medical College Campus, Nehru Nagar, Belagavi-590 010. Karnataka (INDIA).

APPROVED

  
Dr. V.A. Kothiwale  
Registrar

KLE Academy of Higher Education and Research,  
(Deemed-to-be-University u/s 3 of the UGC Act, 1956)  
Belagavi-590 010, Karnataka

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**Research Policy**  
**KLE Academy of Higher Education and Research**  
**(KLE Deemed -to -be University)**

**1. Preamble:**

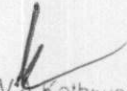
Considering the vision and mission of KLE Academy of Higher Education and Research, Belagavi, one of the major research policies includes consultancy assignment apart from active research and teaching. The deemed to be university strives to promote and enhance the external profile and the societal impact includes the expertise and research inclination of the faculty members. This creates mutually beneficial opportunities for collaborative research and consultancy services. The consultancy projects and services enrich and broaden the professional experience and knowledge of the teaching faculties. Consultancy services in an academic environment functions as a tool for contributing to the national economic growth.

The consultancy by University also gives access to the huge academic expertise resource of its faculty members, to the nearby for solving their problems at low costs. It is, therefore, the University's policy to encourage employees to engage in consultancy activities wherever applicable. other delivery methods such as Internet web-base delivery or other distance learning media. For the purposes of this Policy, Educational Materials do not normally include works such as textbooks, articles, papers, scholarly monographs, or artistic works produced in the normal course of academic scholarship.

**2. Definition:**

Consultancy is defined as 'the provision of expert advice, analysis and interpretation, which draws upon and applies the expertise and knowledge relating of University members of staff'. The faculty member of the Institute or the department involved in consultancy are referred as consultants and the industry or private party or any other outside agency seeking consultancy is referred as the beneficiary.

ATTESTED

  
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**III. General Principles of Consultancy:**

- a. A consultancy work may be undertaken by the faculty members in their area of expertise.
- b. The consultancy services should be undertaken only with prior permission of the Institute.
- c. It should not interfere with the discharge of prime duties of the consultant- the faculty member or the department.
- d. In the context of consultancy services, the consultant should not directly or indirectly get associated with any activities which may be unethical or inappropriate.
- e. The two types of consultancy are Individual Consultancy and Institutional Consultancy. Individual Consultancy is offered by a faculty member in her individual capacity. Institutional Consultancy is offered by a team of faculty members from the same discipline or different discipline of the Institute.
- f. In the case of foreign consultancies, the Institute will permit to take up the consultancy based on the nature of the consultancy work. The consultant team has to execute a bond with the Institute.
- g. There should be demonstrable benefit to the University from the consultancy through income, enhanced reputation, and/or expanding the expertise of the staff member.
- h. Consultancy services should not be in conflict with the interest of the Institute. The Consultancy must not be in conflict with the functions, objectives or interests of the University or damage the University's reputation.
- i. At a minimum, the salary and on-cost charges set by the University must be applied to all project budgets. All Consultancies are required to include overheads.

**IV. Benefits of the Consultancy Policy:**

- a. Increasing the expertise and experience of University staff by involving them in 'real world' problems, thus enriching their teaching and research
- b. Enhancing staff training and career development.
- c. Building links between the University and outside bodies which may subsequently help the University gain research contracts, place students for project work, recruit students for advanced or continuing professional education and many other similar benefits.  
Enabling staff whose expertise has a commercial value to obtain additional financial benefit.



**IV. Rules for Consultancy:**

- a. Faculty members are permitted to undertake up to 30 days consultancy work in any financial year (pro rata for part time). The Dean must approve any consultancy that exceeds the 30 day allowance on a case by case basis, approving the additional days to be worked
- b. All Faculty consultancy contracts will have a member of academic staff as PI
- c. Other members of staff are permitted to carry out consultancy however they must request approval from the Dean of Faculty
- d. Lab technicians and students are also permitted to work alongside academic colleagues on Consultancy however they will not normally take a personal payment. The Dean of Faculty must approve any personal payments proposed.
- e. Academic Staff wishing to undertake consultancy projects can do are subject to certain contractual safeguards. Failure to use the Procedures may result in disciplinary action.
- f. Agreement must be sought for all consultancy work, whether University or Private, prior to carrying out the work whether during normal hours of work or not.
- g. Each consultancy project requires prior agreement for the work to be undertaken and the resources to be used in carrying out the project from the Faculty Dean (or delegate as appropriate) by completing the process described in this manual. In cases where the consultant is the Dean, approval should be sought respectively from the Pro Vice Chancellor (Research & Innovation).
- h. In the case of private consultancy this agreement should include confirmation that any IP involved is not the property of the University.
- i. DEANS must obtain written permission from the Vice-Chancellor to undertake Consultancies.
- j. Projects wholly funded by the client having specified R & D objectives, and well defined expected project outputs/ results, generally culminating in generation of intellectual property.
- k. Sponsored projects could be multi- client also, with the sharing the project funding and research results.
- l. In case of Collaborative projects, the inputs from the Institute such as extra manpower, production/ fabrication of product in bulk for testing infrastructural facilities, etc have to spell in detail. Collaborative projects could be for upscaling/ proving of laboratory level knowhow, technology development or generation of intellectual property etc. The expected project output/ results are well defined.
- m. Grant-in-Aid Projects are normally for supporting for basic or exploratory research or for maintaining or creating testing and infrastructural facilities. These projects shall involve grant by way of financial inputs, either in full or in part, assistance in kind, eg., equipment, training to supplement KAHER University's efforts in ongoing or new R & D Projects or for creating new capabilities/facilities.

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**VII. Types of Consultancy**

**a. University consultancy:** A Research Consultancy exists where an academic staff member provides research skills or expertise in return for remuneration from an external funder. A Research Consultancy may be the outcome of a tender or an individual negotiation. University consultancy Academic staff may, with agreement, undertake consultancy commitments up to 30 days in any financial year for each full time member of academic staff, pro rata for part time staff. When calculating the number of consultancy days undertaken, one day is equal to 7.5 hours/half day (is equal to 3.75 hours/day) and consultancy days are recorded to the nearest half day. The University will require recovery of specified costs that is incurred in undertaking University consultancy. Direct and allocated costs include equipment access charges and, where Faculties decide to recover such costs, business development, contract management and additional administration charges incurred in the delivery of consultancy projects. The business development, contract management and additional administration charges will be set at a faculty level and will not exceed 10% of costs. Costs within the 30 day allowance will exclude the consultant's salary. Any contracts approved where the 30 day allowance has been exceeded will include the consultant's salary as a cost which will be reimbursed to the School in addition to the costs noted above. It is expected that the full daily salary cost is recharged but, with approval of the Dean (or nominee), the portion of the salary recharged can be reduced (but not to zero). There needs to be a strategic reason, i.e. demonstrable benefits derived by the University, for charging less than the full salary cost. The price of a contract will be the cost plus the consultant's fee. The amount of the fee will be negotiated on a contract by contract basis, depending on the nature of the client and project. It is recommended, based on experience of external market conditions, that consultancy fees should usually be no less than 3 times the consultant's gross salary costs. The full amount of the consultant's fee will be owed to the consultant. The consultant can agree to waive their right to the income owed to them by adhering to the University policy on the waiving of income and by completing a Deed of Waiver included within the Policy

**b. Clinical Private Practice:** Clinical academic staff holding Honorary Consultant contracts and are permitted to engage in private practice subject to a limit of 30 days in any financial year and the extent of such practice being consistent with the overriding obligations of teaching, research and clinical service attaching to the holding of a full time post and to the approval of the relevant authority.

**c. Private Consultancy:** These are where the individual acts entirely in a private (personal) capacity. The client contracts directly with the consultant, therefore the client has no link to the University and the University does not have any legal liability to the client. The consultant is responsible for their own insurance and professional indemnity cover. If an initial enquiry for consultancy work is made to a member of staff through their University address, telephone or email address this is University Consultancy and may not be considered to be Private Consultancy. A staff member conducting a Private Consultancy must ensure that the following criteria are met:

- The carrying out of tasks associated with the Private Consultancy will be accomplished without unduly affecting the duties of the position
- The use of University trademarks such as letterheads, brands etc. or University intellectual property is strictly prohibited in Private Consultancies;
- The use of University trademarks such as letterheads, brands etc. or University intellectual property is strictly prohibited in Private Consultancies;
- The Private Consultancy is not within an area in which the University might be contracting to provide a service on a commercial basis, possibly utilizing the skills of the staff member involved;
- The staff member has to provide a declaration form to the University

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**VII. General Procedure:**

- a. Consultancy proposal should be received (from the beneficiary) by the consultant (individual faculty member or the department)
- b. The proposal should be submitted (Annexure) to the the Head of the Department (HoD) approved and forwarded to Head of the Institution (Hol)
- c. The Hol and HoD will examine the proposal and submit it along with their recommendations to the Registrar.
- d. The higher authorities will consider the following aspects before recommending the proposal:
  - Extent to which the consultancy work will be undertaken by the faculty or the department in addition to their normal duties and work load.
  - During the days of Institutional commitments, the consultants should not neglect their duties and concentrate on consultancy work alone.
  - The consultancy fees should be carefully proposed in the budget submitted by the beneficiary. The entire consultancy service or project should be focused on the interest of the Institute in the long run.
  - All issues related to the progress of the consultancy work, handling of the budget amount and the stipulated time frame should be legally discussed with the competent authorities and should be mentioned in the agreement.
- e. The Registrar will issue the approval letter after getting the consent of the competent authority
- f. The consulting commitment should not exceed 30 days in an academic year for the faculty member or the department.
- g. A Memorandum of Understanding should be signed between the beneficiary and the consultant before undertaking the consultancy assignment.

Disclaimer: Registrar's decision will be final and binding in all matters regarding research.

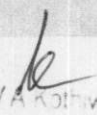
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**OUTLINE OF THE CONSULTANCY POLICY**

**Formats for Consultancy Projects**

Sl.No	Particulars	Response
1	<b>Name of the Origination for whom work is to be undertaken</b>	
2	<b>Nature of work to be undertaken</b>	
3	<b>Probable duration of Consultancy</b>	
4	<b>Consideration money</b> a) Total receivable b) Service Tax c) Total Estimated Expenditure: i) Consumables: ii) Travel : iii) Contingency : iv) Any other : d) Net amount	
5	<b>Value of KLE Academy of Higher Education and Research resources involved , if any</b> a) Time of other staff : b) Equipment and Consumables : c) Other resources :	
6	<b>Permission may please be accorded to undertake outside Consultancy activities as outlined above</b> a. Name of the Consultant: b. Designation: c. Institute: d. Signature e. Date:	
7	<b>Recommendation of Head of the Department with Signature and Date</b>	
8	<b>Recommendation of Head of the Institution with Signature and Date</b>	

  
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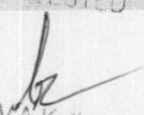
## OUTLINE OF THE CONSULTANCY POLICY

### VII. Policy on Revenue Sharing:

- a. The consultancy fees for the consultant should be mentioned in the budget proposal submitted by the beneficiary and should be approved by the Registrar.
- b. The distribution ratio of the consultancy fee is 60:40 for individual consultancy services or projects and 50:50 for Institutional consultancy services or projects.
- c. The Institute share and the consultant share should be collected as separate demand draft.

Sl.No	Particulars	Cost
1.	<b>Costing: Contact Research Program</b> <ul style="list-style-type: none"> <li>• Cost of man-days of staff deployed.</li> <li>• Cost of consumables/ raw materials/ components with 25% overheads.</li> <li>• Cost of physical inputs/ services/ utilities with 25% overheads.</li> <li>• Equipment usage cost/ cost of equipment procured specifically for the project.</li> <li>• Any external payment envisaged.</li> <li>• TA/ DA</li> <li>• Contingencies</li> <li>• Total expenses</li> <li>• Project charges : (Total expenses + intellectual fee + license fee)</li> </ul>	
2.	<b>Distribution of honorarium for advisory consultancy</b> <ul style="list-style-type: none"> <li>• Distribute amount upto a maximum of 2/3rd of intellectual fee as follows:-</li> <li>• Team of consultants 95%</li> <li>• Welfare Fund 5%</li> </ul>	
3.	<b>Technical Services:</b> <p>A. Estimated expenditure on:</p> <ul style="list-style-type: none"> <li>• Manpower (at prescribed rates)</li> <li>• Physical inputs/ services/ utilities etc. including overheads at 25%</li> <li>• Raw material/ consumable components with 25%</li> <li>• Equipment usage depreciation/ replace cost.</li> <li>• Any other out of pocket expenditure.</li> </ul>	

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**VII. Consultancy Cell and its Role:**

- a. Consultancy cell shall be created for approval and monitoring of all Consultancy Projects/ requests
- b. All Consultancy proposals whether received by the University directly or through its employees will be forwarded to Consultancy Cell for review and approval.
- c. The constitution of Consultancy cell shall include Director Academics, a panel of Five Professors/Associate Professors from different Faculties to be nominated by the Vice Chancellor, the Dean of Faculty to which the consultancy project belongs shall be co-opted if not already in the panel as above and secretary of the cell.
- d. The decision whether an employee is permitted to undertake a piece of consultancy shall be contingent upon facts with respect to its viability and suitability including the financials involved.
- e. A Consultancy proposal may be declined if the same is regarded, prima facie, as financially non viable or beyond the domain of the University.
- f. However, projects offered by Government or International Organizations may be accepted disregarding financial or domain limitations.
- g. Normally the faculty/employee who sources the Consultancy assignment shall be the Principal Consultant. It is mandatory to have a Co-Consultant in the project, any exception shall be approved by Vice Chancellor.
- h. Acceptance of consultancy project would imply that the Consultancy work will not adversely affect their assigned duties and responsibilities in the University and Consultancy requirements will not take precedence over the University work.
- i. In case there is any conflict of interest between the University work and Consultancy assignment, it shall be immediately referred to the Consultancy Cell for further instructions/guidance.
- j. The Consultancy Cell may approve participation of University students or other faculty members / employee at the recommendation of the Principal Consultant subject to following:-
  - The work does not impact the academic activities of the student(s) or duties of employee(s).
  - Consent of the student / employee should be obtained in writing his involvement in the consulting assignments.
  - The students shall not be entitled for any concession in attendance norms and employee shall not be entitled for any duty leave etc.
  - Any payments to be made to the student / employee shall be determined and agreed in advance.
- k. All purchases for the consultancy project shall be made as per University norms.
- l. The Chairman, Consultancy Cell shall have the power to change the Principal Consultant and Co-Consultant nominated for the Consultancy Work at any time during the Consultancy period due to illness, non availability because of other pre-occupations, retirement or otherwise as necessary considering time & quality issues.



**VII. Conflict of Interest and Intellectual Property**

- Engagement in consultancies must not create a conflict of interest, perceived or actual.
- Any conflict of interest, actual or perceived must be reported to the relevant University Officer for resolution.
- A conflict of interest may arise where an employee engages in consultancies at the expense of the University's interests or the interests of other employees or students.
- An example of a potential conflict of interest includes, but is not limited to:
  - financial or non-financial interests; teaching or course work for another institution;
  - work performed for a supplier of goods or services to the University; or
  - work undertaken with an organisation to which the University supplies goods or services.
- Any intellectual property arising from any Research and Non-research Consultancies will be governed by the Intellectual Property Policy.
- The consultancy assignment must contain the treatment of Intellectual Property Rights to avoid any dispute later on as per the Universities IPR policy.

  
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**VII. Samples :**

**A. Approval for Consultancy Work**

(To be sent to Vice-Chancellor along with original request from client)

Date

1) Title of Consultancy work:

2) Name of the Client:

3) Consultancy Team

a)

b)

4) Type of consultancy work:

5) Nature of consultancy work:

6) Type of client:

7) Total consultancy fee to be charged:

8) Probable dates of commencement and completion of the work :

9) Name any other external consultant if any with designation:

10) Whether necessary facilities and expertise available:

11) If interdepartmental, name of other departments / centers:

12) Whether HOD informed: Yes/ No

**Head of Department**

(Name & Signature)

**Consultant**

(Name & Signature)

To

The Vice-Chancellor

Note: Detailed estimated budget may please be attached by consultant along with the proposal.

  
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**B. Proposal for Distribution of a Consultancy Earning**

Date

- 1) Title of Consultancy work
- 2) Name of the Client
- 3) Consultancy Approval No. & Date
- 4) Receipt No. & Gross consultancy fee received
- 5) Intellectual fees received
- 6) Cost related to & chargeable to Consultancy work
  - a) Cost of direct technical person/s
  - b) Cost of utilities consumables/ Laboratory chemicals/ Maintenance / other consumables / Non-consumables
  - c) Overhead charges (20% of total of 6b)
  - d) Charges for using external facilities (other than computer)
  - e) Computational charges
  - f) Cost of external expert
  - g) Cost of student/ Temporary employment
  - h) TA/DA expenses
  - i) Cost of secretarial services/ preparation of report
  - j) Depreciation of capital equipment used
  - k) Cost of CIL and other central facilities
  - l) Misc. cost (if any)
  - m) Total expenses (a to i)
- 7) Net consultancy fee available for distribution (5-6)
- 8) Consultancy fee at the time of approval

## OUTLINE OF THE CONSULTANCY POLICY

9) Distribution (calculation on 7 or 8 which ever is low)

**a) Institutional share :**

- 30% of 7/8 in case of Advisory Consultancy
- 70% of 7/8 in case of Research consultancy
- 20% of 7/8 in case of Technical Services

**b) Net available for distribution –**

- 70% of 7/8 in case of Advisory Consultancy
- 30% of 7/8 in case of Research consultancy
- 20% of 7/8 in case of Technical Services

**c) Welfare fund (5% of 9b)**

**d) Consultancy Share to team**

- i. Advisory Consultancy (95% of 9 b i)
- ii. Research Consultancy (95% of 9 b ii)

- Distribution
- Innovator & Principal Contributor (40%)
- Supporting staff (35%)
- Remaining staff of KAHER (20%) (as per median of their pay scale)

**i. Technical Services (95% of 9 b ii)**

- Distribution
- Principal Contributor (40%)
- Supporting staff (35%)
- Remaining staff of KAHER (20%) (as per median of their pay scale)

Signature of PI

Consultancy Committee hereby recommends for payment of Rs. ....  
as per the details given above.

Member

Member

Member

Chairman

Director may kindly approve & accord sanction a sum Rs. .... for the same.

VICE-CHANCELLOR

15

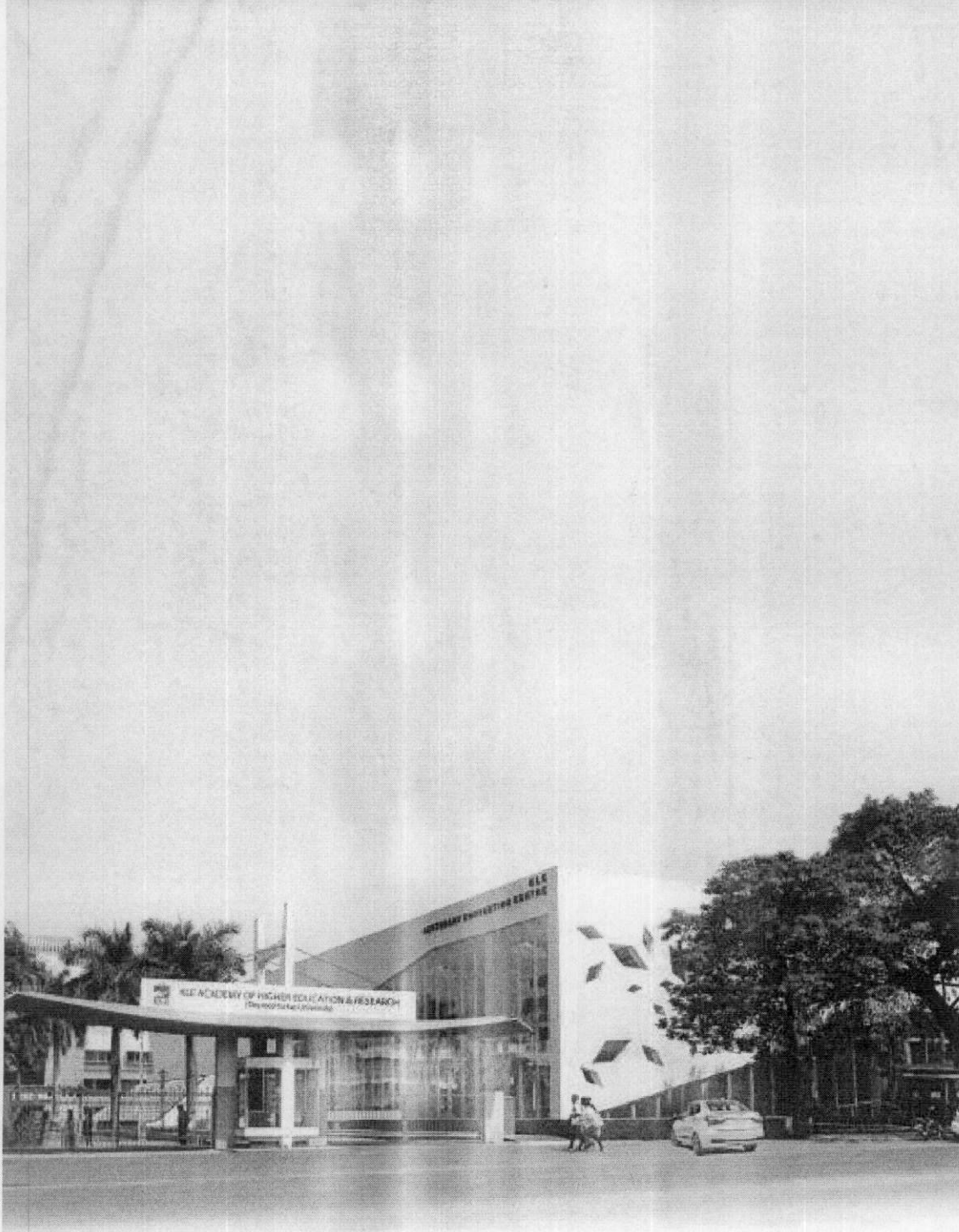
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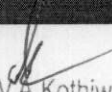


OUTLINE OF THE CONSULTANCY POLICY



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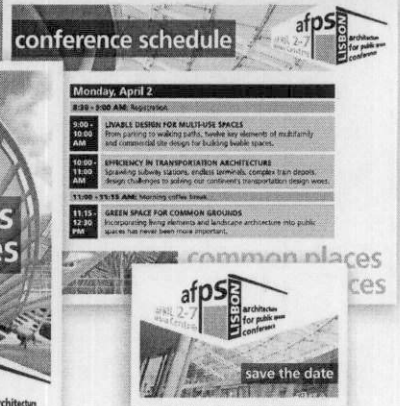
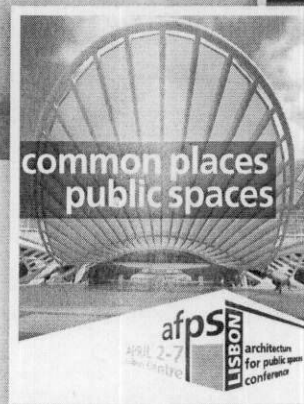
  
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8:30 - 9:00 AM	Registration
9:00 - 10:00 AM	<b>URBAN DESIGN FOR MULTI-USE SPACES</b> From parking to walking paths, tackle key elements of multi-family and commercial site design for building public spaces.
10:00 - 11:00 AM	<b>EFFICIENCY IN TRANSPORTATION ARCHITECTURE</b> Simplifying subway stations, airport terminals, complex train depots: design challenges to adding our continent's transportation design west.
11:00 - 11:15 AM	Networking coffee break
11:15 - 12:00 PM	<b>GREEN SPACE FOR COMMON GROUNDS</b> Incorporating living elements and landscape architecture into public spaces has never been more important.



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Auto On/Off Technology



Wireless direct printing<sup>4</sup>



PIN printing<sup>3</sup>



NFC touch-to print<sup>5</sup>

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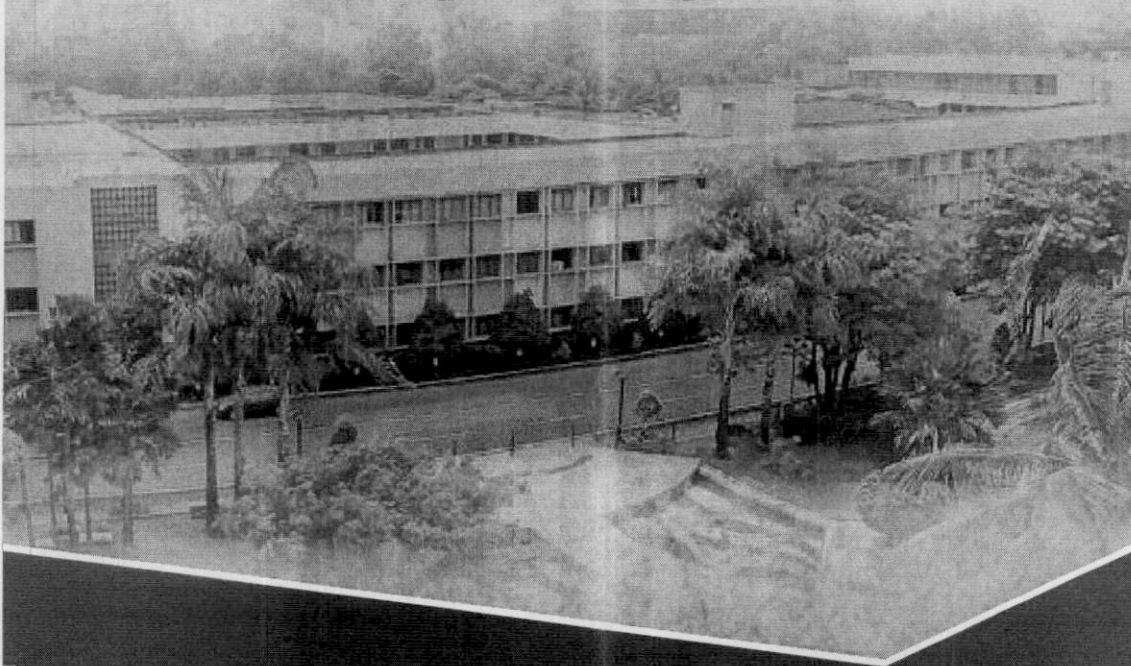


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**INTELLECTUAL  
PROPERTY RIGHTS  
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## INTELLECTUAL PROPERTY RIGHTS POLICY

### Amended in accordance with the University Grants Commission (Promotion of Academic Integrity and Prevention of Plagiarism in Higher Educational Institutions) Regulations-2018

#### 1. PREAMBLE :

- KLE University, Belagavi aspires to be a centre of excellence in Medical Education, Research, and HealthCare services at the national and international level. KLE University inspires, instigate, promotes and armours scientific investigations, innovations and research. The IPR policy of KLE University bestows guidelines for making inventions and discoveries available to the general public in the interest of the nation at large.
- The University recognizes that the research, teaching and healthcare missions always take precedence. The University encourages the innovations and development of technology emerging out of research, and facilitates the transfer of such technology for the use and benefit of the public at large with due credit to the University and the inventor/Creator.
- Thus the policy aims to set forth guidelines for ownership of IP developed at KLE University, Belagavi by KLE University Personnel, those directly or indirectly associated with KLE University, Belagavi, either in house or outsource.

#### 2. OBJECTIVES

The objectives of this policy document are as given below:

1. To foster, stimulate and encourage creative activities in the widest sense in all the areas in which academic, consultancy and research programmes are offered by KLE University, Belagavi.
2. To protect the legitimate interest of faculty / scholars / students of KLE University, Belagavi, and to avoid as far as possible conflict of interests.
3. Provide an organizational structure and procedures through which inventions and discoveries made in the course of University research may be made readily available to the public through channels of commerce.
4. Establish standards for determining the rights and obligations of the University, creators of intellectual property (e.g., inventors, developers, authors) and their sponsors with respect to inventions, discoveries and works created at the University.
5. Enhance the reputation of the University as an academic research institution and a member of society by pursuing the highest ideals of scholarship and teaching and by conferring the benefits of that scholarship and teaching on the University community and society.

The variety of intellectual property and the mechanisms for the transfer of technology are vast, and it is not possible to address all of the possibilities in this Policy. The goal of the University is intellectual property for society's use and benefit while generating income to support research and education.

The University shall require as a condition of employment that all University faculty and staff agree in writing to recognize and adhere to this Policy. Students and others working on research projects at the University requiring University assistance or utilization of University facilities will be required to agree in

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Registrar

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writing to recognize and adhere to this policy.

### 3. DEFINITIONS

#### **Assignment:**

Means the transfer of rights or title in the Intellectual Property in writing.

#### **University:**

Shall refer to KLE University established under the UGC Act of 1956

#### **Inventors/ Creator(s):**

Means the faculty, staff, and other persons employed by the University whether full or part-time; visiting faculty and researchers; and any other persons, including students, who create intellectual property using University resources.

#### **Non-Disclosure Agreement**

Means an agreement between disclosing and recipient parties, or a term in a Research Contract or License Agreement.

#### **Educational Resources**

Means the content and associated tools and technologies for delivery of content, including materials developed for traditional "face to face" classroom courses, as well as other delivery methods such as Internet web-base delivery or other distance learning media. For the purposes of this Policy, Educational Materials do not normally include works such as textbooks, articles, papers, scholarly monographs, or artistic works produced in the normal course of academic scholarship.

#### **Invention Disclosure**

Means a written description of an invention that is confidentially made by the inventor to the University.

#### **Intellectual Property**

Intellectual Property shall include Patents, Trademarks, Copyrights, Trade Secrets and other species such as computer software or printed material, any new and useful process, machine, composition of matter, life form, article of manufacture, software, copyrighted work, such things as new or improved devices, circuits, chemical compounds, drugs, genetically engineered biological organisms, data sets, software, musical processes, or unique and innovative uses of existing inventions. For the purposes of these Ordinances Intellectual Property may or may not be patentable or copyrightable.

#### **Publication**

Means a public enabling disclosure of an Invention, and may be verbal or printed. Printed publications include abstracts, student theses and, in certain instances, grant proposals.

#### **Patent and Patentable material**

Patent and Patentable materials are as defined in Indian Patent Act. These include discoveries and inventions of new products and process.

#### **Copyright**

Copyright and Copyrightable materials are as defined in the Indian Copyright Act.


#### **Substantial use of University facilities or resources**

Means the regular utilization of University facilities, equipment, personnel or other resources owned by the University.

#### **University Research**

Means any research or development activity which is undertaken by the University, or which is related to duties and responsibilities for which a person is compensated by the University, or which is conducted with substantial use of University facilities, or resources.

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**University Resources**

Means all tangible resources provided by University to Creators, including office, lab, and equipment; computer hardware, software, support; secretarial service; research, teaching, and lab assistants; supplies; utilities; funding for research and teaching activities, travel; and other funding or reimbursement

**4. PURVIEW OF THE POLICY**

These Regulations governing Intellectual Property Policy relate to faculty, staff, graduate students, post-doctoral fellows, and non-employees (including visiting faculty, affiliate and adjunct faculty, industrial personnel, fellows, etc.) who participate in research projects in the University.

All potential inventors who participate in a sponsored research project and/ or make use of University-sponsored resources should abide by this policy and should accept the principles of ownership of IP as stated in this policy unless an exception is approved in writing by the University.

No patentable invention /technology innovation / trademarks developed by them and others they should be working with, be disclosed to any other party. Any prior disclosure, directly or indirectly, either during the period of work or after its termination, should render them prosecutable as per laws that may be in force at the time. Furthermore, no copyright material assigned by them to the KLE University should be reproduced by them beyond that which falls under fair use and they should retain only moral rights to this material.

**5. OWNERSHIP CRITERIA OF INTELLECTUAL PROPERTY**

The ownership criteria for various types of IPs developed by the Staff and students of KLE University should be determined as follows:

• **Patents**


A patent is owned by the assignee. If an employee makes an invention, the rights usually belong to the employer. This means that IP developed by the university researcher is owned by the university, with the researcher(s) named as inventor(s). The KLE University will be the sole owner/assignee of the patent if the invention domain falls within the specialization of the inventors, depending upon the following conditions. If the invention domain falls out of the specialized areas of the inventor and involves no use of University resources, then the inventor will be the individual owner/assignee of the IP created, however, he/she will have to seek permission from the University before applying for the protection of the IP.

1. IP generated by an employee, a student/ researcher of the University or visiting professional should always be the property of the KLE University. The University will thus be the assignee while the researchers will be the inventors. Where a patent is applied for, the inventors should agree to maintain secrecy and confidentiality of all relevant details of IP until the patent application has been filed.

2. If a University employee or a student creates IP while working with another organization/industry/sponsor, where the latter claims IP rights, it should be jointly owned by the KLE University, Belagavi, and the organization/industry/ sponsor.

3. Where research has been sponsored by a private industry/ foundation or government agency and no prior agreement exists on sharing of IP, then licensing of patents and revenue sharing should be negotiated between the sponsor and the University before embarking on such research program.

4. Any IP generated as a work for hire will belong to the University.

  
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## INTELLECTUAL PROPERTY RIGHTS POLICY

5. Royalty accruing or any type of payment received from the commercialization of the University- owned IP should be shared between the University and the inventors vide policy guidelines of revenue sharing.

### Copyrights

The University will not own the rights in copyrightable works such as books, articles, monographs, lectures, speeches, video presentations and other communications produced by the staff in the course of research and teaching without using University resources. Ownership of the copyright of all copyrightable work will be according to the following criteria:

i) The University would be the owner of the copyright of the work related to the area of specialization including software created by the University personnel with the use of University resources other than a literary work. If the work is not related to the domain area of the inventor and does not involve University resources, then the University will have no ownership right in the work.

ii) The University would be the owner of the copyright of all teaching materials developed by the University personnel as a part of any of the academic programs of the University. However, the authors should have the right to use the material in her/his personal use.

iii) If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IP, made in contracts governing such activity, should determine the ownership of IP.

iv) The student and his/her supervisor(s) will jointly have the ownership of copyright in the thesis / dissertation / project report written by a student.

v) Any copyrightable work generated as a work for hire will belong to the University.

### Software's, Designs, Integrated Circuit Layouts and Other Creative Works

1. The University should be the owner of all software's, designs and integrated circuit layouts, created by a team of the University and non-University personnel associated with any activity of the University.

2. Software's, designs and integrated circuit layouts produced during the course of sponsored and / or collaborative activity, specific provisions related to IP made in the contracts governing the collaborative activities should determine the ownership of IP.

3. Software's, designs and integrated circuit layouts created by the University personnel without use of the University resources and not connected with the profession for which he/she is employed at the University should be owned by the inventor(s).

### Sponsored research

1. Ownership of any IP that is made, discovered or created in the course of research funded by a sponsor pursuant to a grant or research agreement or which is subject to a material transfer agreement, confidentiality disclosure agreement or other legal obligation affecting ownership, will be governed by the terms of the grant or agreement, as approved by the institution, although normally the institution would claim ownership.

2. It would be mandatory for the Research Fellows/ Project Fellows/Research Associates/ equivalent persons hired in sponsored Research Projects to abide by various terms and conditions laid in KLE University IPR policy.



## INTELLECTUAL PROPERTY RIGHTS POLICY

3. The IP generated from research projects sponsored by government/ non-government agencies will be owned by KLE University and the Sponsoring agency. The sponsoring agency will bear 50% of the protection cost or forgo the rights to the IP. In case the project was accepted by the Investigator/ University under terms different from that stated herein, the terms agreed to should prevail.
4. Where KLE University is a joint owner of the IP with one or more institutions or business entities and where income is shared between the participating entities, the patents are normally jointly owned by the participating institutions and the rights to use the invention along with the distribution of royalties among the institutions is generally negotiated after confidentiality disclosure of the invention, but before the patent application is filed.

### Handling of thesis, term papers and research proposals submitted by students

1. The texts of all student thesis and dissertations and works derived from these are considered 'exempted scholarly works'. It is a requirement in academia that the supervising teacher and the student must own the copyright of the thesis, term papers and the research proposals which the students submit for the fulfillment of the requirements for an academic degree or diploma. However, the supervising teacher and the student will grant a non-exclusive, non-transferable, royalty-free license to the University for use of these, in the course of non-commercial academic activity.
2. The student and the supervisor will have to allow the University to make available the abstract of the thesis in both hard copy and electronic form keeping in the library record of the University. The University reserves the right of a non-exclusive license to make limited copies of the thesis in whole or in part and to loan such copies at the University's discretion to academic persons and bodies approved of from time to time by the University for Non-commercial Academic Use. All usage under this clause will be governed by the relevant fair use provisions laid down by the Indian Copyright Act, in force at the time of submission of the thesis.
3. The supervisor of the student submitting the thesis holds all rights in inventions, discoveries or rights of patent and / or similar property rights derived from the thesis wherever the thesis has been completed. If the author/supervisor wishes to file a patent based on the thesis, they will have to maintain confidentiality while the University will restrict access to the thesis for a limited period and will not disclose any part of thesis to any person(s) without written authorization from author for one year after the date of submission of the thesis or filing a patent, whichever is earlier.
4. If the student is employed to assist in the execution of a sponsored project program, the IPRs in their contribution to that project will be governed by the terms of the contract between the student, supervisor, the University and the sponsoring agency of the project.

### 6. GENESIS OF INTELLECTUAL PROPERTY

Intellectual Property consisting of Patentable or Copyrightable material can be created in the University in the following ways:


- a) University undertaking an assignment either from an external agency or by its own decision to take up creation of a specific Copyrightable or Patentable material and assign a team of its researchers to accomplish it.
- b) Individual researchers or a team of researchers may develop copyrightable or patentable material during the course of their research or as a specific Project.
- c) An external funding agency, be it a Foundation, Trust, Industry, Commercial undertaking or a company may enter into a specific agreement with the University and research/team of researchers to develop some specific Copyrightable or Patentable material.

### 7. INTELLECTUAL PROPERTY CELL (IPC)

There shall be an Intellectual Property Cell (IPC) for the management of the intellectual property in which the university has share, technology transfer activities and for the implementation of the I.P. Policy.

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## INTELLECTUAL PROPERTY RIGHTS POLICY

Particular attention shall be made by the IPC for the preservation of intellectual property, management, budget, division of intellectual property income and the resolution of disputes. The IPC shall make recommendations to the Vice-Chancellor. The IPC shall consist of the following:

1. There shall be a Professor In-charge appointed by the Vice-Chancellor, who shall be the Head of IPC.
2. One Intellectual Property Attorney having experience in the field of intellectual property laws to be engaged by the University.
3. Deans of University Faculties
4. Legal Expert
5. Up to 5 other faculty nominated by the Vice-Chancellor.

The meeting of the IPC shall be convened by the Head of IPC from time to time. The term of the committee shall be three years. The IPC shall lay down its own procedure for conduct of its business. The University shall provide adequate support and secretarial staff headed by a Deputy Registrar for smooth functioning of the cell.

The responsibilities or the functions of the IPC shall include amongst other following:

- I. To assign management, utilization, licensing and protection of intellectual property in which university has a stake/share.
- II. Endeavour to negotiate and manage agreements to the best advantage of the creator and the University
- III. Provide all legal support as deemed necessary or desirable for the protection of University's intellectual property;
- IV. Prepare legal instruments necessary to realize the technology transfer objective.
- V. Provide legal and administrative support following such realization as needed; and Management of conflicts of interest, including negotiating agreements which are consistent with the Act and the Laws.

### 8. RESPONSIBILITIES OF THE UNIVERSITY

- I. Educate faculty members, staff and others regarding University's intellectual property.
- ii. Facilitate the transfer of such intellectual property for economic use and develop mechanisms within these statutes for the assignment and management of Intellectual Property.
- iii. Provide legal support as it deems necessary and desirable to defend and protect the interests of the University and the creators of the intellectual property against third party claims or unauthorized use.
- iv. To Share royalties, equity or other income derived from intellectual property in which University as stake/share holder.
- v. Report to research sponsors as required by research and Licensing agreements, and applicable laws and regulations in a timely manner.
- vi. Provide oversight of Intellectual Property management and technology transfer to ensure adherence to these Ordinances.
- vii. Take appropriate actions to protect the Intellectual Property in which university has stake/share. The University acknowledges the importance of transferring its Intellectual Property in an appropriate, timely and cost-effective manner. So as to maximize the value of the intellectual property for the creator/ funding agency if any and/or the University.

### 9. RESPONSIBILITIES OF THE INVENTORS OF INTELLECTUAL PROPERTY

The inventor of IP shall

- i. Timely and thorough disclosure of all invention, discoveries and other works that are patentable / copyrightable in which the university has share.
- ii. Retention of all records and documents that are necessary for the protection of the intellectual property.
- iii. Provide such assistance as may be necessary throughout the assignment process to protect and effectuate transfer of the intellectual property.



- iv. Abide by all commitments made in license, sponsored research and other agreements made in accordance with these regulations.
- v. Have the further responsibility to properly consider, disclose and manage any possible conflicts of interest arising from agreements to commercialize intellectual property. If multiple agreements exist, for example, when a company funds University research and also has a consulting arrangement with the creator, there may be conflicts created with respect to intellectual property rights. The creator should work with the IPC to resolve such conflicts.

**Disclosure of Intellectual Property and Maintenance of Confidentiality**

When the inventors believe that they have generated patentable or commercialize able intellectual property using University-supported resources, they should report it promptly in writing along with relevant documents, data and information, to the University In order to be patentable, an invention must be NOVEL, USEFUL and NOT OBVIOUS, based upon everything which was available at the time of the invention. Justify how your invention fulfils these criteria. Indicate the state of the Art of their invention considering what was already in existence (whether patented or not) before the invention. The information should be forwarded through the Chairman/ HOD and constitute the following:

**10. TECHNOLOGY TRANSFER**

The inventor(s) may contact potential licensee(s) by maintaining confidentiality and taking all necessary care so as not to affect the value of the IP through appropriate agreements such as Non-Disclosure Agreement (NDA) with the potential licensee(s) during technology marketing discussions.

**COMMERCIALIZATION OF IP**

The University will encourage the inventors to commercialize their intellectual property by organizing specific industry interactions for showcasing the inventions. In case a patent is to be applied for, the inventor should agree to maintain all relevant details of IP secret and confidential until the patent application has been filed. The University will also allow the inventors to commercialize their IP through third parties who may or may not be the joint inventors through the grant of exclusive/ non-exclusive licenses, or assign its ownership rights to third parties/ inventors safeguarding the interests, financial or otherwise, of the University.

**11. REVENUE SHARING or SHARE OF THE UNIVERSITY, INVENTOR/CREATOR AND ASSISTANTS**

1. When University is the Creator, the income from economic use of intellectual property will be shared amongst the University, Research Team members and Support Staff as 60%, 35% and 5% respectively.
2. When the Individual researcher or a team of researchers is the Creator and has used substantial University resources, the Revenue shall be shared amongst the individual researcher/, team of researchers, the University and Support Staff as 60%, 35% and 5% respectively.
3. When the creation is the result of funded research, the income from economic use to be received from the Institution funding the research will be on revenue sharing basis at the level determined in the agreement assigning economic use of intellectual property to that Institution when it is the economic user. In such cases the income shall be shared between the team of researchers, the University and support staff as 60%, 35% and 5% respectively.
4. When a Company, Industry or Commercial Undertaking other than Funding Institution is the economic user the income receivable from the economic user will be as provided in the licensing agreement with

## INTELLECTUAL PROPERTY RIGHTS POLICY

that Company, Industry or Commercial Undertaking. Such income will be shared as 60%, 40% between the Funding Agency and the University. The University will distribute the income it so derives to itself, researcher/team of researchers and support staff as in the preceding para.

5. The shares as mentioned above shall be determined after deducting the direct expenses if any from the total income received by the University.

6. The creator(s) share would be declared annually and disbursement will be made to the creator(s) or their legal heir, whether or not the creators are associated with the University at the time disbursement.

7. Co-creators that is research team members of IP shall sign at the time of disclosure a Distribution of IP earnings agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The co-owners of intellectual property may at any time by mutual consent revise the distribution of IP Earnings

### 12. DIPUTE RESOLUTION

In case of any conflict/ dispute/grievance between the University and the researchers/inventors/collaborators/sponsors regarding the ownership of IP, the implementation of the IP policy, the aggrieved party may appeal to the IPR Cell body. In case the appellant is not satisfied with the decision of the body, he/she can appeal to the Vice-Chancellor of KLE University, whose decision shall be final.

Or

Shall consist of one member appointed by the Vice-Chancellor, one member nominated by the other party(s) and the Dean Faculty of Law.



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