

# KLE ACADEMY OF HIGHER EDUCATION AND RESEARCH, BELAGAVI

(Deemed-to-be-University)

[Established under Section 3 of the UGC Act, 1956 vide MHRD

G.O.I Notification No.F.9-19/2000-U.3(A)]

Accredited 'A' Grade by NAAC (2<sup>nd</sup> Cycle)

Placed in Category 'A' by MHRD (GoI)



# INTELLECTUAL PROPERTY RIGHTS POLICY



# The University

The KLE ACADEMY OF HIGHER EDUCATION & RESEARCH (KAHER) was established on 13th April, 2006 as per the Ministry of Human Resource Development, Government of India under the recommendation of University Grants Commission. The sponsoring society "The KLE Society" celebrating its centenary was established on 13th of November 1916 by "Seven Dedicated Teachers —The Saptarishis" and has under its wing 250 institutions spread across Karnataka, Maharashtra, Goa, Delhi etc.

In a short span of time the University has firmly established itself as a centre of excellence in terms of medical education, research and health care services at the national and international level. The University offers various undergraduate, postgraduate, post-doctoral, fellowship and certificate programs in the faculties of Medicine, Dentistry, Pharmacy, Ayurveda, Physiotherapy and Nursing.

In terms of infrastructure the University has excellent teaching facility, state of the art teaching hospital and medical research centre having 2400 beds, basic science research centre spread over an area of 10,000sq.ft., Wi-Fi facility all over the campus, digital library and other facilities on par with premier institutes of national and international repute. Facilities like bank, post-office, pharmacy, gym, swimming pool, indoor stadium, cafe, department store, travel booking, etc. are provided in the campus itself. Calendar of events delineating the date of examination schedule and other important curricular events are provided to every student at the beginning of academic session thus enabling the students to plan and pace their studies well in advance.

The Department of Allied Courses was established in 2007. There is expected to be a tremendous demand for allied health professionals in the years to come because of the phenomenal growth in the healthcare industry. In view of this, KAHER offers a range of allied courses in the form of undergraduate, postgraduate, fellowship, diploma, postgraduate diploma and certificate courses.



# Contents

SI.NO	PARTICULARS	PAGE NO.
1.	Preamble	1
2.	Objectives	1
3.	Definitions	2
4.	Purview of the Policy	3
5.	Ownership of Intellectual Property	4
6.	Genesis of Intellectual Property	7
7.	Intellectual property cell (IPC)	7
8.	Responsibilities of the university	8
9.	Responsibility of the Inventor of Intellectual Property	8
10.	Technology transfer / commercialization of IP	9
11.	Share of the University, Inventor/Creator and Assistants	9
12.	Dispute resolution	10

# **INTELLECTUAL PROPERTY RIGHTS POLICY**

## **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 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-based 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.

**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.

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.



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 or 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.

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 commercializable 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 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.







J N Medical College Campus, Nehru Nagar, Belagavi-590 010. Karnataka (INDIA).  
☎ 91 831 2444444 ✉ [www.kledeemeduniversity.edu.in](http://www.kledeemeduniversity.edu.in)