



University of Ruhuna

Intellectual property

policy

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1. Introduction

Primary functions of a University are higher education, research, dissemination and application of knowledge to serve the nation and to advance industrial growth. The University of Ruhuna (UoR) supports and encourages the application of the knowledge and technology emanating from the research carried out by it in diverse disciplines in different faculties to the benefit of the society and country. To this end, UoR has adopted the following policy on Intellectual Property.

This intellectual property policy of UoR aids to publish research results and to foster use of university inventions and discoveries. Currently, publication of research, inventions and other scholarly work is done by the researcher and University does not have a system to channel suitable findings for commercialization. Therefore, it is necessary to have a mechanism to secure protection of a university intellectual property to encourage commercialization and encourage industries to invest their resources to develop and distribute products and processes for public use.

Intellectual property policy will

- a. promote and aid scientific investigation and research;
- b. provide opportunities for inventions and discoveries made by university academics readily available to the public through channels of Technology Transfer Office (TTO office)
- c. establish standards for determining rights and obligations of the university, creators of intellectual property (e.g., inventors, developers, authors) and their sponsors with respect to inventions, discoveries and work created in the university;
- d. encourage, assist and attempt to provide mutually beneficial rewards to the university and members of the university community under this policy;
- e. ensure compliance with applicable laws and regulations and enable the university to secure sponsored research funding at all levels of research;
- f. enhance the reputation of the university as an academic and research institution and a member of society by pursuing the highest ideals of scholarship and teaching and by conferring the benefits
- g. secure university and its academic members from incorrect procedures of transferring technology and commercialization

2. Scope of policy and objectives

Scope

This Policy shall apply to all intellectual Property created after approval of the policy by the Council of University of Ruhuna and all IP Rights associated with them. This Policy shall apply to all Researchers who have established legal relationship with the Institute based on which the Researcher is bound by this Policy.

Such a legal relationship may arise pursuant to the provision of law, collective agreement or individual agreement.

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

Objectives

Establishment of this policy is to educate university academic members of the university and the community about their rights and responsibilities of intellectual property and further, it will help to protect their intellectual property for the benefit of all.

Therefore, it will

1. promote, encourage and aid scientific investigations and research
2. provide legal certainty in research activities and technology-based relationships with third parties
3. set out the university action on the identification, ownership, protection and commercialization
4. ensure timely and efficient protection and management of Intellectual Property
5. facilitate recording, monitoring and maintenance of the Institute's Intellectual property
6. ensure economic benefits from commercialization
7. enhance reputation of the institute as an academic and research institution
8. Enhance the reputation of Researchers through bringing research results to public use and its benefit
9. Facilitate, encourage third parties such as Private organizations to establish partnerships with UoR and researchers under UoR (PPP - private public partnership)

3. Definitions

Commercialization

It is any form of exploitation of intellectual property including assignment, licensing, internal exploitation within the institute and commercialization via a startup / spin-off enterprise.

Copyrighted work

It is any literary, scientific or art work including academic publications, scholarly books, articles, lectures, musical compositions, films, presentations and other material or work other than software, which qualify for protection under the copyright law.

Institute resources

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

Intellectual Property

It 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)

It 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

It means the Researcher who contributed to the creation of the Intellectual Property.

Invention

Shall mean any patentable or potentially patentable idea, discovery or know-how and any associated or supporting technology that is required for development or application.

Research Agreement

This refers 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 the Institute.

Researcher is a

- i) person employed by the Institute, including student employees and technical staff
- ii) students including graduate and postgraduate students of the Institute
- iii) any persons, including visiting scientists who use the Institute resources and who perform any research task at the Institute or otherwise participate in any research project administered by the Institute, including those funded by external sponsors.

Spin-off

A company established for the purpose of exploiting Intellectual Property originating from the Institute.

Visiting Researcher

Means an individual having an association with the Institute without being either an employee or a student. "Visiting Researcher" includes academic visitors, individuals with honorary appointments in the Institute and emeritus staff.

Filing of a Patent Application

TTO office in UoR shall be responsible for determining whether a patent application shall be filed on a supported Invention. Filing determinations may be made on the basis of commercial potential, obligations to and rights of third parties. Inventors for which patent applications are filed shall cooperate in the patenting process in all ways required by the University.

4. Legal issues concerning the status of the researcher

- 4.1.** The academic researcher shall ensure the research agreement of establishing employment relationship between the UoR and the Researcher.
- 4.2.** Undergraduate students of the UoR shall sign an agreement to be bound by this policy before commencing any research activity.
- 4.3.** Postgraduate students shall sign an agreement to be bound by this policy upon registration.

- 4.4. Researchers who are not employed in UoR, including visiting researchers shall sign an agreement to be bound by this policy before commencing any research activity at UoR.
- 4.5. Special arrangements may be needed for research activities pursued by an academic member of UoR who plans to work in another institution as an academic visitor. UoR researcher is not permitted to sign any legal document without the written approval of TTO office. If such a document affects the UOR's IP rights, the TTO office of UoR shall initiate negotiations to enter into an agreement with the third party.

5. External sponsorship, research collaboration with third parties

- 5.1. Researcher shall ensure a written research agreement, prior to commencing any research activity in collaboration with any third party.
- 5.2. Researcher will be facilitated via TTO office to enter into a research agreement with third party.

6. General policy

a. Application of the policy

This policy applies to faculty, staff (including student employees), graduate students, postdoctoral fellows and nonemployees (including visiting faculty, affiliate and adjunct faculty, industrial personnel, fellows, etc.) who participate in research projects at University of Ruhuna.

b. Ownership of intellectual policy and exceptions

1. UoR shall be the owner of all inventions including software, designs and circuit layouts created by UoR academic members. In relation to the patent ownership, relevant inventor's name will be included in the issued patent certificate and the royalty sharing will be distributed as per the declared ownership.
2. Intellectual Property that is created during an academic visit by an employee of another institute shall be governed by an agreement between the UOR and the other institute.
3. Inventions which are created by UoR members without use of UoR resources and not connected with profession / occupational responsibilities shall be proceeded by the creator.

4. Non-employees

Visiting Researchers are required to sign a research agreement prior to the commencement of the work in the UoR. They shall come to an agreement about any Intellectual property that they create in the course of their activities at UoR according to the agreements they sign.

5. Students

Students are encouraged to communicate and register with the TTO office for their research projects and to obtain any potential funding support if needed. TTO shall link students with relevant industry partners if they need to be an entrepreneur or commence a start-up company. Students shall proceed via TTO of UoR if he/she 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.

If a student creates intellectual property with significant use of UoR resources in connection with his/her research activity, he/she shall inform the IP rights in such intellectual property to UoR due to use of UoR resources.

UoR shall file the intellectual property claims for the ownership of relevant intellectual property created in the course of postgraduate (doctorate) students' research activity. Therefore postgraduate students shall sign an research agreement with the TTO/UoR with the commencement of the research.

c. Public domain

If an inventor requests the intellectual property to be published and made available to the public without restriction on use, the TTO will investigate whether such a request may be fulfilled or whether the intellectual property should be protected. The inventor's request will be considered by the TTO office and check for compatibility of overall objectives of the intellectual property policy of UoR, requirements imposed by law, agreements with research sponsors, and the rights and interests of co-creators

d. University responsibilities

UoR through the TTO, will establish processes for technology transfer to protect university intellectual property rights in order to carry out university's missions.

To these ends, the TTO, in consultation with the researcher, may:

- publish or advertise the technology
- assist in finding a partner for the university or a sponsor for the inventor/creator
- manage agreements that are consistent with the intellectual property policy and guidelines
- prepare legal instruments necessary to realize the technology transfer objective and provide legal and administrative support
- cooperate and manage conflicts of interest

e. University staff, students and visitors responsibilities

The researcher is required to disclose inventions, discoveries and other new intellectual property to the TTO office.

The researcher should abide by all commitments made in license, sponsored research and other agreements and comply with all laws and regulations related to privately funded research.

The researcher should also provide such assistance as may be necessary throughout the technology transfer process to realize the goals and objectives set forth in these guidelines.

- a. The researcher has 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 researcher should work with the TTO to resolve such conflict

TTO office with the university shall educate researchers regarding intellectual and tangible research property, provide support to obtain legal protection of university

intellectual property, facilitate transfer of intellectual property to public use, and develop mechanisms for licensing and management of technology.

TTO also shall provide legal support to defend and protect interests of the university and creators of the intellectual property against third party claims or unauthorized use, share royalties, equity or other income derived from university intellectual property.

TTO office shall return to the creator, in a timely manner, the ownership of intellectual property if it cannot or decides not to patent and/or license

TTO office shall provide a process for resolution of disputes that arise regarding an intellectual property of which the university has ownership.

Breach of policy

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

Disputes and appeals

In the first instance, disputes shall be dealt by TTO office of the University. A decision shall be taken within 60 days from the submission of a concern. Over and above, with respect to any legal dispute arising in connection with rules of this Policy, relevant provisions of law shall be applicable.

7. Administration policy

a. Disclosure of intellectual property

The University and the TTO office encourage researchers to identify research results with potential commercialization value which may enhance the reputation of UOR through bringing them to public use and benefit.

Researchers are obliged to disclose all intellectual property and shall apply to the TTO office by disclosure application via official channels before publishing them.

In disclosure application, researchers shall fully disclose all research activities and results relevant to the intellectual property, including the percentage of their contribution to the

creation. A description of the intellectual property shall be presented detailing the inventive activity and its novelty.

b. Processing of Patent

The TTO office at UoR shall review invention disclosures and shall consult with the inventor(s) and others as necessary to investigate the patentability and commercial potential of an invention. The TTO will also assist in determining whether or not a patent application should be filed.

c. Processing of copyrights

If the work is produced during a course of sponsored or collaborative activity, specific provisions and/or agreements made in relation to intellectual property shall determine the ownership of the property. UoR shall not claim ownership of copyrights on books and publications authored by UoR employees. UoR also grants authors right to use teaching material developed by them for their professional work.

d. Computer software and all tangible research property (TRP)

TRP is defined for purposes of this Policy as tangible (or corporeal) items produced in the course of research projects. It includes such items as biological material, engineering drawings, computer software, integrated circuit chips, computer databases, prototype devices, circuit diagrams and equipment. TRP is separate and distinct from intangible (or intellectual) property such as inventions, patents, copyright and trademarks which are subject to other policies and guidelines and may be associated with one or more intangible properties such as copyright or patents. Each item of TRP will be given an identification code and name sufficient to distinguish it from other similar items developed elsewhere. Applicants should consult the TTO office for assistance in developing appropriate identification systems and for information regarding use of existing university systems.

Biological TRP - distribution for non-commercial research purposes, each should be accompanied by a letter of transmittal which includes agreements.

e. Processing of Trademark and service marks

Trademarks are sources of origin for products. Ownership of trade mark or service mark created by the UoR shall be with UoR. Service marks and trademarks are University assets and shall be internationally recognized as symbol of excellence achieved by the members of the University. Service marks are designations of sources of origin for services like entertainment, health care and financial services. Unlike copyright or patent, trademarks or service marks can last long period of time as per the Sri Lankan common law.

To protect the trade or service mark, it is important to use the designation of “TM” or “SM” and it shall be registered in the intellectual property office of Sri Lanka. The designation R inside the circle ® must be included in the right of the mark after registration.

8. Commercialization

a. Royalty sharing policy

University has its minimum initiation value for as upfront fee. University shall discuss with the relevant partners about the upfront fee with negotiations and it can be given as single payment or as a minimum instalment.

The earnings less related to the total expenses from the commercialization of intellectual property owned by UoR shall be shared between UoR and inventor/author/designer at the rate as indicated below.

The share of revenues from net income shall be as follows.

<i>Net income</i>	<i>Inventors</i>	<i>University</i>	<i>TTO</i>
	70%	5%	25%

In case of more than one Inventor, the inventor’s share is divided among the inventors in a proportion which reflects their respective contributions as provided in the signed invention disclosure form. UoR reserves its right to negotiate special terms concerning revenue distribution.

In case of establishing a spin-off enterprise, an individual agreement between the UoR and the Inventor(s) shall be applicable regarding the share of equity. The conditions of the agreement shall be negotiated on a case-by-case basis having due regard to the contribution of the Inventors to any further development. The decision concerning conditions of a spin-off establishment shall be taken by the TTO office.

b. Patent sharing

UoR has rights under this policy about all licensing and royalty payment due to patenting. UP front fee structure is the same as in section a.

Net royalty income after deduction of all relevant expenses in the processing shall be distributed as below.

<i>Net income</i>	<i>Inventors</i>	<i>University</i>	<i>TTO</i>
	70%	5%	25%

In case of more than one Inventor, the inventor's share is divided among Inventors in a proportion which reflects their respective contributions as provided in the signed invention disclosure form. UoR reserves its right to negotiate special terms concerning revenue distribution.

c. Copyright sharing

UoR has the right under this policy about all licensing and royalty payment due to copyrightable work. Net royalty income after deduction of all relevant expenses in processing shall be distributed as below. UP front fee structure is the same as in section a

<i>Net income</i>	<i>Inventors</i>	<i>University</i>	<i>TTO</i>
	70%	5 %	25%

In case of more than one inventor, the inventor's share is divided among Inventors in a proportion which reflects their respective contributions as provided in the signed invention disclosure form. UoR reserves its right to negotiate special terms concerning revenue distribution.

d. Trademark sharing

UoR has the right under this policy about all licensing and royalty payments due to trademark. Net royalty income after deduction of all relevant expenses in the processing shall be distributed as below. UP front fee structure is the same as in section a.

<i>Net income</i>	<i>Inventors</i>	<i>University</i>	<i>TTO</i>
	70%	5%	25%

In case of more than one inventor, the inventor's share is divided among inventors in a proportion which reflects their respective contributions as provided in the signed

invention disclosure form. UoR reserves its right to negotiate special terms concerning revenue distribution.

e. Licensing

UoR has the right under this policy about all licensing and royalty payment due to licensing. Net royalty income after deduction of all relevant expenses in the processing shall be distributed as below. UP front fee structure is the same as in section a.

<i>Net income</i>	<i>Inventors</i>	<i>University</i>	<i>TTO</i>
	70%	5%	25%

In case of more than one inventor, inventor's share is divided between inventors in proportion to their respective contributions as provided in the signed Invention Disclosure Form. UoR reserves its right to negotiate special terms concerning revenue distribution.

f. Conflict of interest

The researcher's primary commitment of time and intellectual contribution as an employee of the UoR should be to the education, research and academic programs of the UoR. It is the responsibility of each researcher to ensure that their agreements with third parties do not conflict with their obligations to UoR Policy. This provision shall apply in particular to private consultancy and other research service agreements with third parties. Each researcher should make his/her obligations clear to those with whom such agreements may be made, and should ensure that they are provided with a copy of this Policy.

g. Confidentiality

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

Should any doubt arises concerning conflict of interest or confidentiality issues researchers are advised to consult director of the TTO. Researchers shall promptly report all potential and existing conflict of interest to the TTO in order to reach solution satisfactory to each concerned party.

9. Recording and maintenance of the Institute's Intellectual Property portfolio

The person designated by TTO, UoR shall maintain records of the Institute'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 department designated by the Institute.