



Sri Devaraj Urs Academy of Higher Education & Research

Comprising Sri Devaraj Urs Medical College

A DEEMED TO BE UNIVERSITY

Department of Research and Innovation

Declared under Section 3 of UGC Act, 1956, MHRD GOI No.F.9-36/2006-U.3 (A) Dt. 25th May 2007

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Central Ethics Committee Re- registered under CDSCO -Registration No. ECR/425/Inst/KA/2013/RR-20 dated 28.4.2020

Central Ethics Committee registered under NECRBHR ,DHR --Registration No. EC/NEW/INST/2020/588 dated 28.5.2020

Metric 3.5.1

Institution has a policy on IPR and consultancy including revenue sharing between the Institution and the individual, besides a training cum capacity building programme for teachers, students and staff for undertaking consultancy.

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Director
Department of Research and Innovation
Sri Devaraj Urs Academy of
Higher Education & Research
Tataka, Kolar, Karnataka-563103



SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH

(A Deemed to be University declared under Section 3 of UGC Act 1956)

Comprising Sri Devaraj Urs Medical College

[Constituent unit of Sri Devaraj Urs Educational Trust for Backward Classes (Regd.)]

TAMAKA, KOLAR-563 103, KARNATAKA, INDIA

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No.SDUAHER/KLR/ADMN/ 886 /2020-21

Date : 11th Aug. 2020

NOTIFICATION

Sub: Implementation of Intellectual Property Policy - reg.

Ref: Proceedings of the 57th Meeting of the Board of Management held on 6th March 2020.

In accordance with the decision taken in the 57th meeting of the Board of Management, The Academy has decided to implement the Intellectual Property Policy.

Accordingly, The Academy hereby announces and notifies the above decision and shall come into effect from the academic year 2020-21.


Registrar

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Sri Devaraj Urs Academy of Higher
Education and Research
Tamaha, Kolar - 563 103.

Copy to:

1. P.A. to V.C., SDUAHER.
2. The Dean, Faculty of Medicine, SDUAHER.
3. The Dean, Faculty of Allied Health & Basic Sciences, SDUAHER.
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12. The Head, HRM, SDUAHER.
13. The Coordinator, IQAC, SDUAHER.
14. The Prof. & HoDs of all the departments, SDUMC.
15. The Prof. & HoDs of all the departments, Faculty of AH & BS, SDUAHER.
16. O/c.

Sri Devaraj Urs Academy of Higher Education and Research
Tamaka, Kolar

Intellectual Property Policy

The contemporary and stated Intellectual Property Policy of Sri Devaraj Urs Academy of Higher Education and Research (SDUAHER) endeavors to facilitate the protection and upliftment of intellectual properties generated during the scientific pursuit (of knowledge/resource) in the Academy and offer scope for ingenuity and commercialization. It targets the provision of unbiased intercession between the various interests involved.

In order to lessen the possibility of adopting a specification or other technology which might infringe on a patent or other IPR, SDUAHER will, in the course of carrying out its program of work, and in accordance with such Policies and Procedures of the Academy as may be in place from time to time, issue calls to its staff and faculty to disclose patents or other IPR ("patent calls") which are owned by them, or of which they might be aware, which might be infringed by the implementation of a specification proposed for adoption. Such a patent call shall be made at such times as the SDUAHER's policies and procedures shall provide.

1) Applicability:

The Policy on Intellectual Property (IP) is applicable to following personnel:

- 1.1 Employees, faculty members, staff (permanent and temporary), visiting scholars, fellows, research scholars and students associated with SDUAHER and include, but is not limited to, those who are directly under the Academy payroll and/or receive assistance in the form of fellowships, scholarships, honorarium, either from SDUAHER or from outside government and private institutions/agencies.
- 1.2 Employees, faculty, staff, research scholars, visiting scholars, fellows or students who are making use of SDUAHER facility and resources, and include financial support to generate, file and prosecute any form of intellectual property and invention related issues.
- 1.3 Various forms of intellectual property under this policy include, but does not limit to, Patent, Copyright, Trademark / Service Mark, Design Registration, Trade Secret, Confidential Information, Integrated Circuit Layout and Plant Varieties.

2) Ownership of IP:

An invention for which an intellectual property application is filed where in the Academy resources like space, equipment, facilities, are utilized and when the applicant(s) receive financial support towards professional and statutory fees for acquiring such intellectual property, the assignee of such intellectual property will be SDUAHER.

Individual(s), who obtains a patent or any other form of intellectual property or introduces an invention into public domain without use of resources from the Academy or outside their regular assigned duties during official hours under terms of their appointment with the Academy, and without substantial involvement by Academy personnel, shall retain full IP rights.

3) Copyrights:

Any original work of intellectual nature can be protected under copyright law. Ideas per se are not copyrightable but only in their expressed form.

When the copyrightable pedagogical, scholarly, computer software, integrated circuit layouts, designs, films, cassettes and other such literary and artistic works, specified as copyrightable works under relevant Copyrights Act as amended from time to time by the government, which are created for Academy, the author shall retain ownership of their original work, while at the same time granting Academy and all implementers of its specifications full rights to revise, modify, and create derivative works based on that original work, under the Academy's own copyright.

If the Academy foresees a gainful return from copyrights, it may initiate steps to file and protect such copyrights and share the financial rewards with the inventor on terms and conditions of the Academy as specified from time to time.

When the copyrightable work is generated for an external sponsor/Academy/company of foreign country/ India then ownership will be jointly shared according to the agreement between external sponsor and the Academy.

In case of copyrightable work created by non-Academy personnel without absolute intellectual contribution of Academy personnel and Academy resources the respective author shall retain his/her ownership.

Copyrights on books and publications authored by Academy personnel shall be in the name of the respective authors.

4) Inventions and Patents:

An idea when manifested in tangible form is patentable provided it fulfills the below criteria for patentability:

- Non-obviousness (the invention should be non-obvious to the person skilled in the art)
- Utility (it should be commercially applicable) and
- Novelty (invention may relate to a new product or an improvement of an existing one or a new process of manufacturing an existing or a new product)

If such a patentable invention is developed at SDUAHER, and qualifies for protection under the relevant Acts of government related to patents, then patent belongs to SDUAHER. It can be in the form of knowhow, solutions, processes, genetically engineered microorganisms, scientific or technological developments, business models and other forms as the need arises. The filing of a patent application shall be with the researcher as named inventor.

In such instance or instances where the patent is owned by the Academy, the inventor or inventors have the right on such form of intellectual property till the time protection of such intellectual property is agreed upon by the Academy and inventor(s) or the life of such intellectual property according to relevant Acts has expired. The Academy also reserves the right to initiate discussions on sale/license or technology transfer of patents or other forms of intellectual property, as the case may be, and which are deemed suitable for such activity. In an

event of successful outcome through sale/license or technology transfer, the revenue sharing from either sale/license or transfer of technology shall be as specified in the royalty sharing clause mentioned below.

Whenever there is any patentable invention obtained under research or a related activity between an external sponsor and the Academy, then it is subject to agreement between the involved parties.

Party shall grant to each of the other parties and their respective affiliates, a nonexclusive, worldwide, perpetual, irrevocable, non-sub licensable license under any (if any) of such party's claims in its contributions, solely to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of compliant portions as agreed upon; provided that such license need not extend to any part or function of a product in which a compliant portion is incorporated that is not itself part of the compliant portion. Such license shall be granted on a royalty-free basis or will be subject to otherwise reasonable and nondiscriminatory terms.

5) Royalty Sharing:

Net revenue received by the Academy through sale/license or technology transfer of intellectual property of such inventions or creative works, royalty shall be distributed as follows, unless otherwise specified in arrangements for commissioned works. The share shall be 60 % for the inventor and 40 % for the Academy. In an event when more than one inventor contributes for the generation of the intellectual property then the percentage of royalty shall be equally shared as 60 % principal investigator/research guide/supervisor and 40% for co-investigators contingent upon such invention being sold, licensed or transferred under technology transfer agreement with third party(ies). No royalty shall be claimed by the inventor(s) for patents which fail to generate interest for sale, licensing or technology transfer.

6)Technology Transfer:

SDUAHER reserves the right to initiate and commercially leverage intellectual property of the Academy or jointly owned with other institute/Academy/industry under the agreements dealing with technology transfer, licensing and revenue sharing models in consultation with the named inventors.

In the case of sponsored activity, the sponsored industry/organization will have the first right to commercially leverage the intellectual property or products originating from the collaboration activity, whether or not the same have been formally protected by patent(s). In the case of sponsored activity, if the sponsored industry/organization fails to commercially leverage the intellectual property or products within **one** year from the first date of development of the technology, then SDUAHER shall reserve the right to transfer the said know-how to a third party for its commercial advantage. However, Academy shall share the net revenues derived henceforth with the sponsored organization/industry as per the **agreement regarding technology transfer.**

7) Conflict of Commitment and Interests:

To manage and minimize conflict over intellectual property rights, all potentially patentable inventions created or discovered by faculty in the course of their Academy activities, or with use of Academy resources, SDUAHER be disclosed to the Academy on a timely basis ("Patent calls").

The inventor(s), to the respective Heads of Institutions, should disclose any conflict of interest or any potential conflict of interest.

SDUAHER discourages its employees, faculty members, staff (permanent and temporary), visiting scholars, fellows, research scholars and students against any legal recourse. In case of any disputes regarding the implementation of intellectual property policy, efforts shall be made to address to the concerns of the inventor(s) by developing and incorporating an arbitration mechanism and arrangement, or any other suitable mechanism as agreed upon by the parties and arrive at an amicable solution. The decision taken in this regard by the competent authority of SDUAHER or through arbitration shall be final and binding to all the parties under dispute.

8) Infringement:

SDUAHER shall retain the right to engage in or abstain from any lawsuit concerning patent and license infringements.

SDUAHER shall ensure that Academy personnel have an insurance clause built into the agreement with the licensee(s) while transferring technology or copyrighted material to licensees.

9) Incentive Awards for Granted Patents:

- INR 18,000 shall be awarded for each granted patent.
- All the members listed as inventors in granted patent shall receive INR 18,000 each.
- The incentive is awarded to the inventor(s) affiliated to Academy only for the granted patents, filed through the Academy.
- The certificate of grant of patent SDUAHER has to be submitted along with the evaluation form to claim incentive award.
- No incentive shall be awarded for filed patent applications.

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Consultancy Policy

1. Objectives:

The objective of Consultancy Policy pursued by Sri Devaraj Urs Academy of Higher Education and Research, a Deemed-to-be University, (hereinafter referred to as SDUAHER) is to promote academic, industry, and research interaction and to encourage and facilitate its faculty to provide knowledge as well as skill inputs sought by industry, government agencies or other research organizations.

2. Enabling Ecosystem:

SDUAHER shall attempt to provide an atmosphere conducive to undertake consultancy by all interested and motivated faculty members in their specialized area(s) of knowledge and skills with the aim of sharing domain expertise to meet the needs of industry, NGOs, government and other research organizations.

3. Applicability:

This policy shall apply to the confirmed regular employees of SDUAHER. This policy on consultancy is subject to periodic review by the concerned authorities of The Academy.

4. Alignment:

The Consultancy Policy will be implemented in alignment with the R&D Policy of SDUAHER.

5. Prerequisites for undertaking consultancy:

- a) The consultancy work may be assigned by the SDUAHER to faculty members in their proven area of competence based on requests received from the departments.
- b) Prior approval by SDUAHER of any consultancy project proposed by a faculty who might be approached by an Industry / Research Organization / Government Agency or any other agency is a must to commence Consultancy Work.
- c) Detailed MoU for the proposed consultancy work is to be entered into by The Academy or its constituent units such as centers or department(s) or individual

member(s) of faculty with the recommendation of respective HoDs and approval of Registrar of The Academy.

6. Memorandum of Understanding (MoU) for consultancy:

- a) A MoU has to be worked out with mutual agreement and legally valid .
- b) The MoU should clearly spell out the scope of consultancy, outcomes, mutual responsibilities, time schedules and financial terms as well as implications, communication processes, mechanism for resolution of disputes, confidentiality clause if applicable, IPR issues and requisite indemnities. Unless specifically agreed upon the consultancy assignments would not involve transfer/ licensing of IPR.
- c) SDUAHER may permit agreements between the consulting member(s) and sponsoring organization, with prior approval of the competent authority (Registrar) of The Academy for terms of such agreement however, resolution of possible conflicts would be the sole responsibility of the faculty concerned. The permission so granted would in no way absolve the concerned faculty member from discharging his / her duties towards The Academy/ affiliated institutes.
- d) The faculty involved in consultancy projects shall adhere to the highest accepted standards of academic, business and ethical norms.

7. Responsibilities and Privileges of SDUAHER Members:

- a) SDUAHER members can engage in consultancy as long as the same is scientifically sound, academically relevant and ethically acceptable. Such consultancy should not lead to any conflict of interest.
- b) A faculty member providing consultancy to a project may be permitted a limited number of days/hours at the discretion of The Academy for consultancy work that would not affect the academic and other activities. In case a greater involvement of the faculty is envisaged during the course of the project, specific approval has to be granted by The Academy based on merits of each case.
- c) It will be the responsibility of the faculty member(s) participating in the consultancy project to complete the consultation work. Meeting all requirements of sponsoring/ funding agency in respect of submission of reports, financial statements and other deliverables are met in a timely manner would be the sole responsibility of the concerned faculty member(s).
- d) SDUAHER will be the claimant of the consultancy charges levied from external agency. The faculty concerned is required to ensure that necessary payments are made on time for utilization of all the SDUAHER facilities used in the consultancy work as per pre-decided rates fixed by The Academy authorities or to be fixed by The Academy in case the same was not decided before.

- e) SDUAHER members having consultancy work would be fully responsible for the staff working in the project.
- f) Wherever relevant and applicable, SDUAHER faculty member(s) involved in the consultancy project(s) shall maintain the accounts of financial transactions and all relevant documents pertaining to receipts and payments including tax invoices are to be preserved and produced whenever necessary.

8. Logistical and Administrative backup:

SDUAHER will facilitate appropriate logistic, administrative and other support as may be envisaged necessary for a particular consultancy project. This may include support for processing of proposals, use of technical facilities, provision or recruitment of support staff, documentation, financial administration or even procurement support as may be relevant in each case and for the scope of consultancy.

9. Periodic Assessment of the Consultancy Project:

The faculty members with consultancy assignments are required to submit quarterly progress report of such projects to the Registrar of the Academy. He/she shall periodically keep the Registrar of The Academy informed on the progress and submit report on satisfactory completion of the assignment along with copies of communication to this effect by the sponsoring agency.

10. Costing Approach and Proceeds:

- a) Consultancies charges shall include charges for man-hours utilized, any out of pocket expenses like travel or outsourced services, charges for use of any facilities, consumables and institutional overheads up to 20%. Necessary service charges / statutory duties and taxes as applicable, shall also be recovered from the sponsoring organization.
- b) SDUAHER will be the claimant of the consultancy charges levied from external agency. However, SDUAHER may at its own discretion may share the proceeds of consultancy project after considering the nature and extent of engagement of the faculty concerned, consultancy proceeds and expenditures incurred.

11. Conflict of Interest:

The SDUAHER policy with regard to conflict of interest would rest on the principles of mutual trust, faith and integrity of the respective parties. The parties are required to disclose any information that could lead to conflict beforehand and thus ensure the possibility of developing any conflict of interest and incase of such occurrence the same could be resolved in an appropriate as well as expeditious manner.

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