



KANNUR UNIVERSITY

കണ്ണൂർ സർവകലാശാല

Re-accredited by NAAC with 'B++' Grade



Policies of Kannur University

**Internal Quality Assurance Cell (IQAC)
Kannur University**

Intellectual Property Rights Policy

1. PREAMBLE

Kannur University is an institution for higher education and research established in 1996. Faculty members of Kannur University are involved in research activities in addition to regular teaching. A sizable number of students are working under various research projects/schemes in the University. This eventually leads to the generation of intellectual property like innovative ideas, inventions, novel designs, processes and products. This intellectual property should be commercially exploited for the benefit of society. Commercially viable intellectual property can bring socio-economic benefits to the researcher, the University and the society as a whole. At the same time, the right of the researchers on their intellectual property should be protected by proper regulations.

The Intellectual Property Rights Policy (IPR-P) of Kannur University lays down the guidelines, support procedures, processes etc. available to the researchers / innovators of the University to enable them to translate their original creative work into Intellectual Property (IP). The IPR-P gives the details of ownership of the intellectual properties and their protection.

The IPR-P of Kannur University aims to create a supportive environment to the research activities in the University. It promotes curiosity-driven basic research as well as market-driven applied research. This policy is expected to act as a driving force for improving the standard of research. It also makes sure that the novel findings of the research community in Kannur University shall be utilized for the benefit of people and ensures that the Researcher gets due recognition.

2. OBJECTIVES

- (a) To nurture an ambience for innovations in Kannur University;
- (b) To facilitate financial support to Researchers of Kannur University for protecting their intellectual properties;
- (c) To facilitate the creators/innovators to translate their IP into products, processes and services that can be commercially exploited;
- (d) To streamline the procedure for obtaining license, patent, copyright etc. and to ensure all necessary administrative support;
- (e) To ensure that the IP generated in the University is protected and managed through proper regulation;
- (f) To ensure that necessary steps are taken to record, monitor and maintain the IP portfolios of the University;
- (g) To ensure that researchers of Kannur University get due share of financial benefits from the conversion of their IP into utility products;
- (h) To establish and maintain a full fledged IP Cell with administrative and financial support.
- (i) To increase the reputation of Kannur University as a research institution by supporting and promoting the creation of IPs.

3. SOME OF COMMONLY USED TERMS REGARDING IP

(a) "Commercialization" means selling/licensing the IP for financial gain.

(b) "Copyrighted work" means a scientific, literary or art work. These include any form of academic publications, articles, books, presentations, films, musical compositions and other work which are eligible to get protection under 'copyright law'.

(c) "Intellectual Property (IP)" means any invention, new technology developed or improvement of an existing one, new materials, compounds or products made, new processes, new software, 'copyrighted works' and all other research outputs.

(d) "Intellectual Property Rights (IPR)" means the right and ownership on any IP, which includes patent rights, plant breeder's rights, right on 'trademarks', right on designs, rights on new techniques, right on new procedures, right on specific combination of materials possessing certain properties, rights on 'trade secrets', registered or unregistered 'copyrights' and which also includes the right to apply for them, right for extensions or renewal of the existing ones.

(f) "Inventor" is a person who has contributed, solely or partly to the creation or development of an IP.

(g) "Research Agreement" means any agreement reached in connection with the research pursued and/or IP created in the University. This includes agreements related to confidentiality, research service, research co-operation, material transfer and consultancy.

(h) "Researcher" means any person who is involved in research activities at the University or who is using the resources and facilities of the University or who is a part of a project implemented in the University (including extramurally funded projects). The term 'Researcher' includes Faculty (permanent, on-contract or visiting), Technical staff, Project staff, Post-Doctoral Fellows, Research Students, Post-Graduate Students, Graduate Students and Visiting Scientists.

4. SCOPE OF THE POLICY

4.1. This policy is applicable to all Researchers associated with Kannur University. Binding of a Researcher to this policy arises either through the provisions of a law or from an agreement reached between the Researcher and the University.

4.2. This policy shall not apply to a Researcher if the University has entered into an explicit agreement to that effect with the Researcher. Also, it may not be applicable in a case where the University has entered into an explicit agreement with a third party to that effect.

5. EMPLOYMENT OF A RESEARCHER

Any staff of Kannur University who employs a Researcher on behalf of the University should ensure to include the provision of placing the Researcher (Post-Doctoral Fellows, Research Students, Post-Graduate Students, Technical staff, and Project staff, Graduate Students, Visiting Scientists, and Visiting Students etc.) under the purview of the IPR policy along with other terms and conditions in the employment contract.

6. OWNERSHIP RIGHTS

6.1. This policy ensures that all Inventors involved in the creation of an IP shall get due share of IPR and the financial benefits from the commercialization of the IP, proportional to their contribution.

6.2. Ownership of an IP arising out of research activities conducted completely in Kannur University shall vest with the University. In cases where part of the work has been carried out in Kannur University and partly in other institutions, the percentage of the ownership shall be decided based on the discussions with the other institutions.

6.3. In the case of extramurally funded research projects, the IP shall be jointly owned by Kannur University and the funding agency, provided, the funding agency agrees to share equitably, the expenditure towards filing as well as the maintenance of the IPR. If the funding agency is not ready to agree with this condition (i.e. sharing the expenditure), Kannur University may file the

application with sole ownership by meeting the complete expenditure towards filing and maintenance of the IPR. However, the inventors/ innovators shall have the rights for using the invention / innovation for non-commercial purposes.

6.4. In case the research projects were undertaken in collaboration with other institutions, the IP created shall be jointly owned by the University and the collaborating institution, provided the collaborating institution agrees to share the expenditure towards filing and maintenance of the IPR equitably. If the collaborating institution is not ready to agree with this condition (i.e. sharing the expenditure), Kannur University may file the application with sole ownership by meeting the complete expenditure towards filing and maintenance of the IPR. However, the inventors/ innovators shall have the rights for using the invention / innovation for non-commercial purposes.

7. COPYRIGHTS

7.1. Copyright of books, publications, teaching materials etc. authored or designed by an employee of the University shall rest with the creator / author.

7.2. Copyright of any other product, including software, shall normally rest with the creator of the product. However, the University may take steps to file and protect the copyright of the item under an agreement with the creator. Also, the University shall share the financial benefits arising out of such copyright with the creator as per the clause referring to the revenue sharing between University and Researchers.

7.3. Copyright of any product arising out of a sponsored and/or collaborative activity, shall be determined by the respective provisions in the contract that governs such activity.

8. TRADE MARKS / SERVICE MARKS

8.1 The University shall hold the ownership of “Trademarks” / “Service Marks” created for the Kannur University.

8. 2 If the IP was created in Kannur University, the University shall retain a ‘free, nonexclusive and irrevocable’ right to use it for teaching and research purposes, even after it is given to an external agency to use under a license agreement.

9. GENERAL

IP generated when a Researcher from Kannur University works in another Institution/Company in India or abroad shall be jointly owned by Kannur University and the other Institution/Company even if the Researcher is on leave during this period.

10. TECHNOLOGY TRANSFER/ LICENSING

10.1. Intellectual Property that is fully or partly owned by Kannur University shall be exploited commercially for financial gain to the University under “Technology Transfer Agreement” or “License Agreement” or “Revenue Sharing Agreement” with firms coming forward for using the IP.

10.2. A collaborating agency, that shares the ownership of an IP with Kannur University, shall be given the first priority to commercially exploit the IP if the agency has the capability to do so. The revenue generated shall be shared between the University and the collaborating agency.

10.3. If the collaborating agency does not come forward for the commercial exploitation of the IP within two years from the date of creation of the IP, Kannur University shall have the right to choose a third party for the purpose. However, in such cases the revenue generated from licensing the IP shall be shared with the collaborating agency in an equitable manner

10.4. The license for commercial exploitation would include a fee for technology transfer and royalty for utilization of the IP. Kannur University has the right for royalty with effect from the date on which the IP starts generating revenue.

11. REVENUE SHARING BETWEEN UNIVERSITY AND RESEARCHERS

11.1. Revenue generated from the licensing of the IP and royalty, after deducting the filing and maintenance cost of IP, shall be shared among the creators/inventors and the University in an appropriate ratio. At present this ratio is fixed as 70:30. This means 70% of the revenue generated will be distributed among the creators/inventors and 30% goes to the University.

11.2. Under a particular circumstance, if Kannur University decides to transfer the IPR to its Inventors, the latter shall reimburse the entire amount spent by the University on that IP including the expenditure towards filing, maintenance, protection, marketing etc.

12. LEGAL PROCEEDINGS

12.1. In an IP related contract between the Kannur University and a licensee, the University shall seek indemnity from all legal proceedings related to production problems, defects in the products, guarantee, upgradation, debugging obligation and other similar matters in which the University has no control. Kannur University shall also ensure that the University employees are also covered by such an indemnity from legal proceedings.

12.2. The Kannur University shall have the right to decide whether or not to start legal proceedings against infringements of terms and conditions stipulated in the IP related license agreements by a third party.

13. CONFIDENTIALITY AND CONFLICT OF INTEREST

13.1. The primary commitment of a Researcher should be to academic activities such as teaching, research and related works in Kannur University.

13.2. All Researchers of Kannur University should ensure that when signing an agreement or contract with a third party, the terms and conditions in that agreement or contract shall not violate either the primary commitments of the Researcher to the University or the clauses of this policy. Third parties, with whom the IP agreements are signed, may be clearly informed of the clauses of this policy, and if needed, a copy of this policy may be given to them.

13.3. All Researchers of Kannur University shall maintain the confidentiality of data generated from the research activities carried out in Kannur University. Disclosing such data to an

unauthorized person or giving the opportunity to acquire such data by an unauthorized person is against the interest of the University. This may also lead to IP related losses, including financial losses to the University. In all communications with third parties, Researchers should make sure that the confidentiality provisions are not violated.

13.4. All inventors are advised to report all existing ‘conflict of interest’ issues to the IP Cell. This may help to find an amicable solution, agreeable to concerned parties.

13.5. If an Inventor or his/her immediate family members have a stake in a licensee-company, it should be disclosed to the University by the Inventor. In such cases the license shall be issued only after the approval of a higher-level committee constituted for the purpose.

13.6. If a researcher has any doubt related to ‘confidentiality’ or ‘conflict of interest’ issues, they are advised to contact the IP Cell of the University for Clarification.

14. PROCEDURE FOR IP FILING

14.1. The inventor should, upon creation of an IP, submit an Invention Disclosure Form (IDF) to the IP Cell. This form shall contain all details of the invention: such as name of the inventor(s), affiliation, details of sponsoring agency if any, details of public disclosures, brief description of the invention etc. This form will be recorded and docketed at the IP Cell. A reference number will be provided to the inventor.

14.2. The IP Cell will have the right to conduct a Prior Art Search to decide the novelty of the findings. The inventor may be asked to prove to the IP Cell to establish the novelty of the IP, in case of conflict.

14.3. If the decision on the submitted invention is favorable, the IP Cell will proceed for obtaining IPR for the invention.

14.4. If the decision is unfavourable, it will be communicated to the inventor citing the reasons. The inventor may then resubmit it for consideration after making necessary corrections.

14.5. University shall meet the expenses for obtaining IPR of all inventions cleared by the IP Cell.

14.6. External Agencies may be assigned the task of filing and processing of IPR. The selection of the agencies depends on their competence in the field of invention and preference of the

inventors. It is necessary to have the active participation of the inventors in the filing process, as they are the most competent as far as the invention is concerned. Once the IPR is sanctioned it shall be maintained by the IP Cell with or without the help of external agencies.

14.7. The IP Cell shall extend support to the inventor for commercializing the IP. Once a proper agency is identified, the University shall make an agreement with the agency for the commercial exploitation of the IP. The royalties shall be shared as per the provisions given in the IPR policy.

15. DISPUTE RESOLUTION

The Researchers / Inventors can appeal to the Vice-Chancellor of Kannur University if they have any dispute over the implementation of the policy. The concerns of the Researcher / Inventor shall be addressed through an arbitration mechanism. The decision taken by the Vice-Chancellor on such disputes would be final and binding to all concerned parties.

16. LEGAL JURISDICTION

All agreements and contracts to be signed by the University under the IPR policy, will be under the jurisdiction of the courts in Kannur District, Kerala State, India and will be governed by appropriate Government laws regarding the IPR.