

# INTELLECTUAL PROPERTY RIGHTS POLICY OF



**KALASALINGAM ACADEMY OF RESEARCH AND EDUCATION  
(Kalasalingam University)**

(Under the section 3 of UGC act 1956)

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# **INTELLECTUAL PROPERTY RIGHTS POLICY KALASALINGAM ACADEMY OF RESEARCH & EDUCATION**

## **1.0 PREAMBLE**

Kalasalingam Academy of Research and Education (KARE) encourages, facilitates, promotes and safeguards the scientific investigations and research. The IPR policy of KARE provides guidelines for making inventions and discoveries available to the general public in the interest of the nation at large.

IP policy of KARE aims to lay down the process for promotion and support to innovators at Kalasalingam University for translating their creative works into IP.

This policy also aims to set forth guidelines for ownership of IP developed at Kalasalingam University by Kalasalingam University personnel, those directly or indirectly associated with Kalasalingam University, either in-house or outsource, seconded or sponsored unless specially covered by a policy to the contrary.

The Consultancy Services Centre - Kalasalingam University shall address specific cases by using this IPR policy document as guidelines.

## **2.0 OBJECTIVES:**

The objectives of this policy document are as given below:

- a) 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 Kalasalingam University, Krishnankoil.
  
- b) To protect the legitimate interest of faculty / scholars / students of Kalasalingam University and to avoid as far as possible conflict of opposing interests.
  
- c) To lay down a transparent administration system for the ownership and control of intellectual properties and sharing of the revenues

generated and owned by Kalasalingam University.

### **3.0 DEFINITIONS:**

The meanings of terms applied in this policy are as below (unless the context otherwise requires):

a) **Copyright** means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work.

b) **Creator** means any employee of KARE directly and/or indirectly associated and includes those who are regular faculty and staff members who are on probation, or on contract and those who are employed on temporary basis either in Kalasalingam University and/ or in projects and those who are researchers or students who are responsible for the creation of an intellectual property using the facilities of KARE, Krishnankoil.

c) **Intellectual Property** denotes the specific legal rights which inventors and other IP holders may hold and exercise. Intellectual property includes Patents, Trademarks, Copyrights and Industrial Designs each differ in its scope, purpose and effects. IPR aims to exclude third parties from exploiting protected subject matter for a certain specified duration of time without explicit authorization from the right holder.

IPR owners can use or disclose their creations without fear of loss of control over their usage during the course of dissemination of their Creation/Invention.

IP confers a bundle of exclusive rights in relation to the particular form or manner in which ideas/information are expressed/manifested in the following and related items.

i) New and useful scientific and technical advancements in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties etc. which are patentable.

ii) Industrial and architectural designs, models, drawings, creative, artistic and literary works, teaching resource materials, generated records of research including thesis and dissertations which are copyrightable.

iii) Trademarks, service mark, logos etc.

**d) Patent** means a patent granted under the provisions of the Indian Patents Act, 1970, and later as modified from time to time.

## **4.0 PATENTS**

### **4.1. Ownership of IP:**

KARE shall be the owner, with the creators specially stated as inventors for all the intellectual property inventions, software designs and specimens created by the creators who include faculty members, research scholars, students and those who make use of the resources of KARE, Krishnankoil.

The Inventions created by KARE personnel, without using KARE resources and created outside their assigned/normal duties/areas of research /teaching shall be owned by the creators and the revenue generated out of such creations shall be shared in the ratio of 75:25 between the creator and the University respectively.

If an IP has emerged as a result of an Institutional/Industrial consultancy, sponsored to KARE the concerned industries and KARE shall own the IP. This however will not apply to those IP that are covered under specific MoU's where the action shall be carried out as per the provisions of the MoU's.

If the IP is a result of funds sponsored by an outside agency, then the IP

will be shared between KARE and the sponsoring agency on case by case basis, as per MoU/Agreement/Undertaking between KARE and the outside agency.

A computer software may be patented, copyrighted, trademarked depending upon the IP content. A copyright software may be distributed for research and teaching purposes by its creator after obtaining appropriate undertaking to the effect that it will not be used for commercial purpose nor will it be transferred to any other party without explicit permission of KARE, Krishnankoil.

#### **4.2 Internal evaluation of IP:**

KARE Consultancy Services Centre will coordinate the activities of evaluating, protecting, licensing and managing the IP generated by KARE. Further it shall provide guidance to all KARE personnel and facilitate protection and deployment of intellectual property issues of ownership, confidentiality, suitable advice from experts, disclosure, patentability and transfer.

An invention will be patented only if it has commercial value and viability for production and marketing. A committee consisting of Director Consultancy & Dean Research and other expert member/s to the extent required shall decide the commercial value and related aspects on case by case basis. The committee shall also act to the best of its knowledge to avoid scientific misconduct in research and developmental activities of KARE

#### **4.3 Publication Based on IP:**

For patentable IP, it is essential that the patent protection is filed for before the publication or disclosure of it in any other form of public domain. However, Faculty members, research scholars and students can disseminate their creative work through publication for which they generally have freedom, subject to the provisions of Patent Act 1970.

#### **4.4 Patent filing process:**

Provisional patent application that may arise out of projects/Research

activities of KARE may be directly applied for by the Creators after obtaining formal permission from KARE through Consultancy Services Centre. If the university owns the IP, then the patent expenses incurred by the creator for provisional patent protection will be reimbursed to the creator by the university.

Soon after completing the complete specification protection, KARE through consultancy Services Centre shall decide on the protection of invention in foreign countries. If KARE opts not to undertake such protection in any country requested by the creator, KARE shall assign rights of the IP in that country to the creator.

#### **4.5 Maintenance of patents:**

For the inventions developed at KARE and the inventors who wish to protect the invention, it is mandatory that the creator has to disclose the creative work by using an Invention Disclosure Form (IDF). The inventors shall assign the rights of the disclosed invention to Kalasalingam University. All IP related information that is disclosed to KARE is confidential.

Confidentiality shall be maintained till the dates stipulated in the contract between the concerned parties. Once the IPR is ensured, the inventor/creator is encouraged to publish the work in the interest of general public.

#### **4.6 Patent fee:**

KARE will pay the patent fees for the first seven years in all cases when patent is taken by KARE, Krishnankoil. If it is a joint patent with sponsoring agency, then the patenting cost will be equally shared. If the other agency does not show interest in such process, KARE can either continue the patent by paying the fees for its full term or withdraw application for the patent protection, at its discretion.

#### **4.7 Transfer of IP:**

Kalasalingam University shall strive to identify potential licensee for the IP to which it has ownership. Generally creators are expected to assist the transfer of IP. KARE may contract IP to any of the technology management agency which manages the commercialization of IP. If exclusive rights of IP have not been assigned to the third party, creators may enter into a contract with any potential licenses on their initiative maintaining confidentiality and taking care through Non Disclosure Agreement with the concurrence of KARE, Krishnankoil.

The inventor/creator has the first right on the terms and conditions that are agreeable by KARE, Krishnankoil.

#### **4.8 Revenue sharing:**

The revenue sharing arrangements are as below:  
60 % (sixty percent) of the total revenue (lump sum payment, royalty or any other form) accruing from the commercial exploitation of IP owned by KARE shall be credited to creators. 40% of the revenue shall be credited to KARE, Krishnankoil.

Out of the KARE's share, 20% shall be transferred to the central account of the University, 10% shall be transferred to the Department concerned towards encouraging research and development. 10% may be transferred to Consultancy Services Centre for carrying out IPR related activities.

### **5.0 COPYRIGHTS**

#### **5.1 Ownership of the copyright:**

KARE shall be the owner of all copyright works including software and all connected teaching materials designed and developed by employees of KARE, Krishnankoil.

Further, KARE shall also be the owner of copyrights of works produced, including software and all teaching materials developed by persons not directly

associated with KARE, provided KARE has made its contribution in the form of any of the resources.

A copy of PhD/M.Phil thesis works submitted to KARE may be forwarded to Consultancy Services Centre and shall attempt to explore the patentable rights if any in such theses by constituting suitable committees consisting of experts.

The ownership of copyright by KARE will in no way deprive the claims of the creator/author to publish his/her contribution in a scholarly and intellectual way and they have authority to improve, publish and propagate their works.

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