



# **INTELLECTUAL PROPERTY POLICY**

**UNIVERSITY OF MORATUWA  
Katubedda, Moratuwa, Sri Lanka**

**(Approved by the Council at its 346<sup>th</sup> meeting held on 06.01.2010)**

**Contents**

1.0 Preamble .....	3
2.0 Objectives .....	3
3.0 Definitions .....	4
4.0 The IP Policy .....	5
I) Ownership: .....	5
(II) Disclosures .....	7
(IV) IP Protection .....	9
(V) Technology Transfer .....	9
(VI) Revenue sharing .....	10
(VII) Infringements & Liability .....	10
(VIII) The process and policy on Resolution of any dispute .....	11

## **1.0 Preamble**

The University of Moratuwa, Sri Lanka (UOM) recognizes the need and desirability of encouraging the utilization of the results of research & development for national development by converting innovative findings to practical applications.

The purpose of this Intellectual Property Policy is to provide the necessary procedural framework for support: protection of the resulting Intellectual rights; specify incentives to encourage further engagement in research and development: and the requisite processes for the transfer of benefits at large with due retention of ownership rights.

## **2.0 Objectives**

1. To encourage research & development and scholarly activities in the fields related to academic pursuance at the University.
2. To facilitate the environment and provide incentives conducive for research & development and for the creation of intellectual property.
3. To put in place streamlined protocols with the view to encourage the reporting of products of Intellectual creativity.
4. To take steps to protect intellectual Property Rights in such products of intellectual creativity.
5. To recognize the commercially valuable intellectual properties that may result from such endeavors.
6. Assist the faculty and researchers in disclosing the research outputs and scholarly work, in compliance with applicable laws and formal agreements; to accrue the protection available under the laws governing patents, copyrights, industrial designs, trademarks and other appropriate provisions.

7. To make Intellectual Property developed in the course of research & development accessible to public, promoting its effective and timely use; subject to protection of Intellectual Property rights.
8. To provide financial benefits and due recognition for the Author(s), Creator(s) inventor(s).
9. To position UOM as the leading Center for Technological Research and Development.
10. To enhance the contribution to revenue of UOM.

### **3.0 Definitions**

“Author”	“Means the physical person who has created the works”
“Patentable Inventions”	“An invention is Patentable if it is new, involves an inventive step and is industrially applicable.
“New Industrial Design”	means an industrial design that meet the standards of Novelty as described in Section 31(i) of the Intellectual Property Act No.36 of 2003.
“Invention”	means an idea of an inventor which permits in practice the solution to a specific problem in the field of technology.
“Works”	means any literary, artistic or scientific work referred to in section 6 of the Intellectual Property Act No.36 of 2003
“Act”	means the Intellectual Property Act No.36 of 2003

## **4.0 The IP Policy**

The IP Policy establishes the following;

- (a) the protocols relevant to all Intellectual Property related rights accruing on inventions, works, industrial designs, Integrated Circuit Layout, trademark, service marks.
- (b) securing all legal rights, accruing on such inventions, works, industrial designs, Integrated Circuit Layout, trademark, marks as provided for under the Intellectual Property Act No.36 of 2003.
- (c) making such inventions, works, industrial designs, integrated circuit layout, trademark, service marks available for scientific and commercial use.

This policy is applicable to:

- (a) UOM personnel inclusive of students, as well as non-UOM personnel associated with any activity of UOM such as, but not limited to, collaborative research and education programmes.
- (b) UOM or Non-UOM personnel who use UOM resources in such development.

The policy is stated under the following principles.

### **I) Ownership:**

#### **I(a) Invention(s), Designs, Integrated Circuit Layouts and other creative works:**

UOM shall be the owner of all invention(s) including software, designs and integrated circuit layouts created by UOM personnel and/or non-UOM

personnel, associated with any activity of UOM. There are exemptions in the following situations.

1. Invention(s) including software, designs and integrated circuit layouts, created by UOM personnel without the use of significant UOM resources and not connected with the profession/occupational responsibilities for which employed at UOM, shall be owned by the creator(s).
2. For invention(s) including software, designs and integrated circuit layouts, produced during the course of sponsored and/or collaborative activity, specific provisions related to IP made in contracts governing the collaborative activity shall determine the ownership of IP.
3. Non-UOM personnel, who create invention(s) including software, designs or integrated circuit layouts at UOM but without intellectual contribution of UOM personnel or significant use of UOM resources, shall be the owner of such invention(s).

Following situations are considered as insignificant uses of UOM resources.

1. the UOM and non-UOM personnel compensate the university for the fair market value of the facilities and equipment (as actually charged by the institution to outside users).
2. the UOM personnel are not using the university's committed time.
3. the UOM and non-UOM personnel do not use any university-provided funds or institution administered funds in connection with the activity.

#### **I(b) Copyrightable Work**

UOM shall be the owner of all copyrightable work with the following exceptions:

1. If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IP made in the related agreements governing such activity shall determine the ownership of IP.
2. UOM shall not claim ownership of copyright on books and publications authored by UOM personnel.

UOM grants authors right to use the teaching material developed by them for their professional work.

#### **I( c) Trade Mark(s)/Service Mark(s)**

Ownership of trade mark(s)/service mark(s) created for UOM shall be with UOM.

#### **(II) Disclosures**

All inventions, works, industrial designs, Integrated Circuit Layout, trademark and service marks which attract Intellectual Property Rights should be reported promptly in writing by the creator(s)/Author(s) to the designated institutional officer using the University IP Disclosure Form provided by the university. The disclosure shall constitute a full and complete disclosure of the subject matter of the inventions, works, industrial designs, Integrated Circuit Layout, trademark, service marks and identify all persons participating therein, with a certification of the accuracy of the disclosure.

#### **(III) Assessment of Innovation(s) for protection**

The above stated IP Disclosure Form would be submitted to an IP Assessment Committee (IPAC) formed by the Vice Chancellor, consisting of IP advisory

committee members and a minimum of two additional faculty members with domain expertise or familiarity/experience in areas related to the creative work. The IPAC shall assess the disclosure in a timely manner and shall make recommendations to the Vice- Chancellor on inter-alia, the patentability of the invention, novelty of the design, admissibility of the mark, registrability of Circuit Layout according to the provisions of the Intellectual Property Act No.36 of 2003 and this policy.

Based on the recommendation of the IPAC, the Vice Chancellor shall decide on how to proceed with the securing the relevant Intellectual Property Right.

- If UOM takes the responsibility of protection of the IP, UOM will initiate appropriate processes.
- If UOM does not take the responsibility of protection of the IP, the rights to the disclosed inventions, works, industrial designs, Integrated Circuit Layout trademark, service marks shall be promptly reassigned to the creator(s). The creator(s) may then choose to protect the creative work on their own.

### **Filings of IP Applications in foreign countries**

UOM should decide on the suitability of protection of the invention in foreign countries within six months of filing the complete IP Application in Sri Lanka. If UOM opts not to undertake such protection in any specific country requested by the inventor(s), UOM shall assign rights of the IP in that country to the inventor(s) for the purpose of such protection at own expense.

### **Renewal of IP Rights**

A decision on the renewal of IP rights will be taken by a committee consisting IP advisory committee and at least two additional faculty members with domain expertise or familiarity/experience in areas related to the invention. If UOM decides

not to renew the IPR in any country, then it will assign the rights of the IP in that country to the creator(s) upon a request to that affects from the creator(s). In case of patents, the process of reassignment will be completed in a period of three months before the due date for its renewal.

In all cases where IP rights in any specific country have been reassigned to the inventor(s), UOM shall not claim any share of proceeds earned through that IP in that country expecting for the costs already incurred by UOM.

#### **(IV) IP Protection**

If UOM opts to protect the inventions, works, industrial designs, Integrated Circuit Layout, trade mark, service marks, it shall provide an IP Advisor/Patent Drafting Agent for drafting the IP application as appropriate. UOM shall pay for access to the relevant IP information databases and other associated costs. The inventor(s) shall conduct IP searches, study the prior art and provide the necessary inputs to assist in the drafting of the IP application. UOM shall bear all costs of drafting and filing local IP application. If UOM chooses to file IP application in other countries, then it shall bear the costs of drafting and filing local IP application. If UOM chooses to file IP applications in other countries, then it shall bear the cost of application and other associated costs.

#### **(V) Technology Transfer**

UOM with the assistance of the inventor(s)/designer(s) shall identify potential licensee(s) and strive to market the IP for commercialization.

UOM posses the right to contract with an external organization to market and manage the commercialization of IP.

For the IP for which exclusive rights have not been already assigned to a third party, the author(s)/inventor(s) may also contact potential licensee(s) on their initiative 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.

If UOM is not able to initiate commercialization the IP within one year then it may reassign the rights of the IP to the creator(s)/inventor(s) of the IP. Optionally, if UOM has not been able to commercialize the creative work within above time frame, the creator(s)/inventor(s) may approach the Vice Chancellor to request the assignment of rights of the invention(s) to them.

#### **(VI) Revenue sharing**

The earnings less related expenses from the commercialization of IP owned by UOM shall be shared between UOM and the Inventor/Author/Designer at the rate of Inventor(s) share: 60% and UOM's share: 40% and such payments becoming due and payable on receipt of payments from the licensees.

#### **(VII) Infringements & Liability**

UOM shall retain the right to engage or not in any litigation concerning Intellectual Property Rights.

UOM shall ensure that Inventors provide and indemnify as to the correctness of the initial declaration of the research findings to UOM.

UOM shall also ensure that an indemnity clause is included to protect UOM and creator/inventor from any resultant claims for damages or other causes in the agreements with licensee(s) in transferring technology or copyrighted material to licensees.

**(VIII) The process and policy on Resolution of any dispute**

Any disputes that arise regarding the implementation of the IP policy and not resolved through discussions between the parties shall be subjected to resolution by arbitration based on written submissions made to the Vice Chancellor of UOM as the sole arbitrator. The Vice Chancellor's decision in this regard would be final.