Agenda No: DEV: SA:sa.1:77(2020)

Subject: Approval for Intellectual Property Rights Policy – reg.

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As per UGC Guidelines, it is necessary for the University teacher's to involve in the Research work in addition to their teaching work. Research carried out may lead to new innovations and evolve new methods, new applications, new approaches etc which can be patented as a property right. In this connection the research consultancy and promotion cell conducted the meeting and prepared Draft Intellectual Property Rights Policy (|Enclosed an annexure).

Hence as per section 29(2) (a) of KSU act 2000 the Draft Intellectual Property Rights Policy is placed before the syndicate for consideration and approval.

Agenda No.: DEV: SA:sa.1:77(2020)
Subject: Approval for Intellectual Property Rights Policy – reg.
Date of Meeting: 24.02.2020.
Decision: Approved the draft Intellectual Property Rights Policy (IPR).

Registrar
Mangalore University
MangalaGangothri - 574199

Agenda No: DEV: ಸಾ.ಸ.1:77(2020)

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ಕಾರ್ಯಸೂಚಿ ಸಂಖ್ಯೆ: ಡಿಇವಿ: ಸಾ.ಸ.1:77(2020)

ವಿಷಯ: Approval for Intellectual Property Rights Policy – reg.

ಸಭೆಯ ದಿನಾಂಕ:24.02.2020

ನಿರ್ಣಯ: ಮಂಗಳೂರು ವಿಶ್ವವಿದ್ಯಾನಿಲಯದ ಕರಡು Intellectual Property Rights Policy (IPR)ನ್ನು ಅನುಮೋದಿಸಲಾಯಿತು.

ಕುಲಸಚಿವರು

ಮಂಗಳೂರು ವಿಶ್ವವಿದ್ಯಾನಿಲಯ

ಮಂಗಳಗಂಗೋತ್ರಿ-574 199, ದ.ಕ

INTELLECTUAL PROPERTY RIGHTS POLICY
OF
MANGALORE UNIVERSITY

1. PREAMBLE

Intellectual property plays an important role in providing a competitive advantage to an organization. The intangible assets of an organization - such as inventions, brands, designs and other creative and innovative products are often more valuable than its physical assets. Based on this, Intellectual Property Rights Policy Document (hereinafter referred to as the Policy) of the Mangalore University, Mangalagangothri (hereinafter referred to as the Institute) seeks to provide guidance to academic and non-academic staff, students, scholars, and outside agencies on the practices and the rules of the Institute regarding intellectual property rights (IPR) and obligations, which in clued the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements. The policy laid down in this document is expected to fulfill the commitment of the Institute to promote academic freedom and provide a conducive environment for research and development.

2. PURPOSE

Institute has formulated this Policy for the management of intellectual property right to:

a. Provide a favorable environment leading to development of intellectual property.

b. Facilitate, encourage, promote and safeguard scientific investigation and research and the freedom of the scholars involved in R&D.

c. Establish an IPR management policy and procedural guidelines for making available to the public the inventions and discoveries made in the course of research carried out in the institute.

d. Frame standards for do's and don'ts for the Institute, creators of intellectual property and their sponsors relating to inventions, discoveries and original works originating from the Institute.

e. Promote, facilitate and provide incentives to the members of the community of creators who take initiatives to transfer Institute intellectual property to the public under this Policy.

f. Enable the Institute to secure sponsored research funding at all levels of research.

g. Make the Institute a prime academic research institution pursuing the highest ideals of scholarship and teaching by dissemination of the benefits of Intellectual Property originated from the Institute to the community and society.

h. Make the creator of IPR aware of the applicable laws and rules for ensuring their compliance.

i. Enable the Institute to make beneficial use of such developed IP for the maximum possible benefit of the creators, the Institute, and the nation at large.

3. OBJECTIVES

The objectives of the Policy are as follows, namely:

a. To promote academic freedom and safeguard in creation of intellectual property at the Institute.

b. To provide a comprehensive single window reference system for all intellectual property rights issues relating to intellectual property generated at the Institute.

c. To safeguard the interest of creator of intellectual property and provide fair distribution of returns accruing from the commercialization of IPR.

d. To help in introducing prudent IP management practices within the Institute to promote an IPR culture.

e. To provide legal support, wherever necessary, to defend and protect the intellectual property rights obtained by the Institute against any infringement/ unauthorized use.

f. To create an environment for acquiring new knowledge through innovation and research, compatible with the educational mission of the Institute.

g. To preserve the academic freedom to publish the research results and to make them aware that if they do decide on public release, the patent system cannot be brought into play thereafter.

h. To ensure that once they decide to explore the prospects of commercialization of IP, they must disclose it to the Institute, while continuing to keep the information confidential until patent applications are being processed.

i. To ensure the release of institute's rights relating to an IP, back to the researcher where Institute decides not to pursue the opportunity for commercialization.

4. INTELLECTUAL PROPERTY AND OWNERSHIP

4.1 Copyrights

The Institute will not own the rights in copyrightable works such as books, articles, monographs, lectures, speeches and other communications produced by the staff in the course of research and teaching using Institute resources. Ownership of copyright of all copyrightable work shall rest with the author(s) with the following exceptions:

[i] If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IP, made in contracts governing such activity, shall determine the ownership of IP.

[ii] The Institute shall be the owner of the copyright of work, including software, created by the Institute personnel with significant use of Institute resources. The Institute may demand assignment of the copyright in whole or in part depending on the degree of Institute-supported resources used in producing the copyrightable work.

[iii] The Institute shall be the owner of the copyright on all teaching materials developed by the Institute personnel as a part of any of the academic programs at the Institute. However, the authors shall have the right to use the material in her/his professional capacity. As the conventional exception, the Institute shall not claim ownership of copyright on books and publications authored by the Institute personnel.

[iv] The Institute shall be the owner of the copyright of work produced by non-Institute personnel associated with any activity of the Institute with the intellectual contribution of the Institute personnel. However, the authors shall have the right to use the material in her/his professional capacity.

[v] The student and his/her supervisor(s) will jointly have the ownership of copyright in the thesis / dissertation / project report written by a student.

[vi] Where copyright has not been assigned to the Institute, the Institute will been titled to a non-exclusive, non-transferable license to use the work within the Institute for non-commercial educational and research purposes, or to possess a limited number of copies for such purposes, whichever is relevant.

[vii] Any copyrightable work generated as a work for hire will belong to the Institute as per the terms of the original contract.

4.2 Invention(s), Design(s) and other creative work(s):

[i] Invention(s) including product, software, design, and materials, the creator(s) shall own materials created by the Institute personnel without significant use of the Institute

resources and not connected with the profession for which he/she is employed at the Institute.

[ii] For invention(s) including product, software, design, and materials produced during the course of sponsored and / or collaborative activity, specific provisions related to IP made in contracts governing the collaborative activities shall determine the ownership of IP.

[iii] The Institute shall be the owner of all invention(s) including product, software, design, and materials, created by a team of the Institute and non-Institute personnel associated with any activity of the Institute. Non-Institute personnel, who create invention(s) including product, software, design, and materials, at the Institute without any intellectual contribution of the Institute personnel and significant use of the Institute resources, shall be the owner of such invention(s).

[iv] Except as stipulated above, the Institute shall be the owner of all invention(s) including product, software, design, and materials created at the Institute.

4.3 Patents:

This section refers to intellectual property that is patent-able or protectable by confidentiality agreements.

[i] The Institute will not require to be assigned to it the intellectual property created by the creator(s) where there is use of usual Institute resources only.

[ii] The Institute will require to be assigned to it such intellectual property as is created by the creators through the use of Institute-supported resources. In this case, the Institute will take steps to commercialize the property through patenting or agreements. Where a patent is applied for, the creator shall agree to maintain all relevant details of intellectual property secret and confidential until the patent application is filed. In the case of protection through confidentiality, the same information will be kept secret and confidential as long as the intellectual property has commercial value. The creator shall furnish such additional information and execute such documents from time to time as may be reasonably requested for effective protection and maintenance of proprietary rights of the Institute in the intellectual property.

[iii] The creators of Institute-owned intellectual property shall retain their right to be identified as such unless they specifically waive off this right in writing.

[iv] Royalty accruing or any type of payment received from the commercialization of the Institute-owned intellectual property will be shared between the Institute and the creators vide section 5.2 (v).

4.4 Trade mark(s)/ Service mark(s)

The ownership of trademark(s)/ service mark(s) created for the Institute shall be with the Institute. In cases of all IP produced at the Institute, the Institute shall retain a non-exclusive, free, irrevocable license to copy/ use IP for teaching and research activities, consistent with the confidentiality agreement(s), if any, entered into by the Institute.

The authorities responsible on behalf of the Institute and creators have the responsibility to ensure the following:

[i] Any association with the Institute implied by third parties is accurate.

[ii] The activities with which the Institute is associated through third parties maintain standards consistent with the Institute's educational purpose.

5. IPR ADMINISTRATION

This policy shall be applicable to all the Institute personnel, as well as non-Institute personnel associated with any activity of the Institute such as, but not limited to outcomes of research, consultancy or Continuing Education Programmes, and covers different classes of Intellectual Property - Patents, Designs, Trade Marks/Service marks, Copyright, Electronic Circuits Layout, Trade Secret and undisclosed Information.

i. Legal status of IPR policy:

This policy shall be applicable from the date notified by the Institute. Any addition, insertion and / or deletion from the policy document, which curtails the rights of a researcher, will not operate retrospectively. Any alterations in this policy will not take effect until the Institute Intellectual Property Committee (IIPC) takes a unanimous decision, and such changes would be effective for inventions and other research results arising out in the future.

An employee is required to observe the institute's policy on Intellectual Property Rights as may be decided by the IIPC from time to time.

ii. Constitution of Institute Intellectual Property Committee:

- An Institute Intellectual Property Committee (IIPC) shall comprise of the Convenor, Chairman-IPR Cell, and three additional members nominated by the Vice Chancellor of the University. The nominees will serve a three-year term.

- IIPC shall be responsible to administer all decisive issues related to IPpolicy and such other relevant matters as shall be determined from time to time.
- The Convenor (IIPC) shall be responsible for the implementation of all there commendations and decisions through IIPC.

iii. Scope of the Policy

This policy covers all rights arising from intellectual property devised, created, or made by the staff in the course of their employment by the Institute irrespective of the eligibility of these rights for registration. The IP arising from academic research includes patents, designs, trademarks, service marks, copyright, know-how and undisclosed information.

5.1 Disclosure

When the creators believe that they have generated patent-able or commercialize-able intellectual property using Institute-supported resources, they shall report it promptly in writing along with relevant documents, data and information, to the Institute through the appropriate authority using the Invention Disclosure Form of the Institute. Disclosure is a critical part of the IP protection process for claiming the inventor-ship. The information shall constitute a full and complete disclosure of the nature, particulars and other details of the intellectual property, identification of all persons who constitute the creator(s) of the property, and a statement of whether the creator believes he or she owns the right to the intellectual property disclosed, or not, with reasons. Where there are different creators of components that make up a system, the individual creators and their contributions must be identified and treated separately. In case of the sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of the creative work is applied. By disclosure the inventor(s) shall assign the rights of the disclosed invention to the institute.

5.2 Confidentiality

- All Institute personnel and non-Institute personnel associated with any activity of the Institute shall treat all IP related information which has been disclosed to the IPR Cell and/or whose rights are assigned to the Institute, or whose rights rest with the Institute personnel, as confidential. Such confidentiality shall be maintained till such date as is demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public. Having filled

the Disclosure Form, the creator shall maintain confidentiality *i.e.* refrain from disclosing the details, unless authorized otherwise in writing by the Institute, until the Institute has assessed the possibility of commercialization of the intellectual property.

- Subject to the right of academic freedom the Institute staff shall not directly, except in the proper course of their duties, either during or after a period of their appointment, disclose to any third party or use for their own purposes or benefit or the purposes of any third party, any confidential information about the business of the Institute unless that information is public knowledge or he/she is required by law to disclose it.

The following guidelines should be followed when dealing with confidential information in the context of third parties such as commercial organizations:

[i] The amount of information given to prospective licensees before the signing of any confidentiality or secrecy agreement should in no case exceed or fall outside that which is set out by the IIPC.

[ii] When a third party is interested in commercializing an item of intellectual property on offer after inspecting the relevant Technology Profile, they may apply on the prescribed form and with the deposition of the required fee for transfer of the technology. They will be required to demonstrate their capacity to commercialize the technology to the Institute's satisfaction. The Institute will then require the third party to sign contractual confidentiality or secrecy agreements undertaking to maintain the confidentiality of all information disclosed, before any further disclosure is made. The format of the Bilateral Secrecy Agreement should be followed.

[iii] Third parties must obtain express authorization writing from the Institute to commercialize/exploit the intellectual property. Confidentiality agreements will continue in force even if the commercialization process is aborted at any stage. However, it is recommended that no disclosure should be made if there is any doubt as to the outcome of the commercialization process.

[iv] If running royalties are to accrue to the Institute and the creator, the licensees must be bound by their contract to take adequate measures to protect that matter from becoming known to others through the licensee's practice, and thereby made available to others whose activities may adversely affect royalty returns.

[v] Access to areas where Institute-owned intellectual property including confidential information is made available, seen or used, and to confidential documents, records, etc. is to be limited only to those who are creators or are bound by confidentiality agreements.

[vi] Creator's and/ or Institute personnel must take care not to disclose confidential details of Institute-owned intellectual property in their publications, speeches, or other communications.

5.3 Evaluation and Exploitation Decisions

The authorized/ designated office/ committee of the Institute will evaluate the disclosure made by the creator on the prescribed Invention Disclosure Form and determine whether there is a good prima facie case for believing that the intellectual property has economic value and it needs IPR protection. The Institute shall communicate to the creator within 90 days from the date of disclosure, its decision whether the-

i. Institute wishes to own and commercialize the intellectual property.

ii. Institute is unwilling to commercialize the intellectual property.

iii. The ownership of the intellectual property is in doubt.

5.3 (a) Where the Institute wishes to own and commercialize the intellectual property

In this case, the Institute will take steps to commercialize the property through patenting or confidentiality. Where a patent is applied for, the creator shall agree to maintain all relevant details of intellectual property secret and confidential until the patent application is filed. In the case of protection through confidentiality the same information will be kept secret and confidential as long as the intellectual property has commercial value. The creator shall furnish such additional information and execute such documents from time to time as may be reasonably requested for effective protection and maintenance of proprietary rights of the Institute in the intellectual property.

5.3 (b) Where the Institute is unwilling to commercialize the intellectual property

It shall merely record the fact of the creation of the intellectual property without prejudice to the rights of the creator and hold all information communicated in this regard by the creator, secret and confidential.

- The Institute will have no liability to keep the information secret and confidential if the intellectual property subsequently either comes into public domain or is commercialized otherwise.
- The Institute will be entitled to a non-exclusive, non-transferable license to use the work within the Institute for non-commercial educational and research purposes.

5.3 (c) Where the ownership of the intellectual property is in doubt

In all such cases the issue of ownership shall be referred by the Institute Intellectual Property Committee (IIPC) to an Arbitration Committee constituted by the Academic council. The Arbitration Committee must communicate its decision on the matter to the creators within one month of the referral of the issue to the Committee. The decision of the Arbitration Committee will be final and binding on the creator(s) and the Institute.

5.4 Commercialization of Institute-owned IP

5.4 (a) Commercialization through licensing of rights by the institute

All expenses for obtaining and maintaining statutory rights in Institute-owned intellectual property will be borne by the Institute. The Institute will take steps to commercialize all Institute-owned property according to the time schedule outlined below:

- **Date zero:** the creator discloses the nature and particulars of the intellectual property they have created to the Institute in the prescribed Disclosure Form.
- **Zero plus one hundred eighty days (six months) or earlier:** If the property is found to be assignable to the Institute and the Institute wishes to own the property as per section 5.3 (a), the Institute files the patent, or proceeds directly for commercialization through confidentiality agreements with third parties, whichever is practicable. The creator should provide all necessary data and documents for filing the patent within 15 days of the notice served by the Institute intimating its decision to patent. Should the Institute fail to inform the creator of its decision within the said deadline, the creator, without encumbrance, will hold the rights of the intellectual property.
- **Zero plus five years:** the Institute reviews the situation if the intellectual property has been commercialized; the subsequent cost of maintaining statutory protection will be met through receipts from the licensee. If the property has not been commercialized, all rights and responsibilities in it will revert to stand a good chance of being commercialized within the next year, in which case the Institute opts to pay for another year of protection and retains the rights for that year.
- **Zero plus six years:** After the end of the sixth year, if the intellectual property is still not commercialized, all rights and responsibilities in the property will revert to the creator, subject to any contractual agreements with a sponsor, if any, and the Institute shall no more be liable to pay for statutory protection of the property.

- At any time during the above process, the Institute will have the right to revert the rights in the intellectual property to the creator at a mutually agreeable date with notice of three months of its intention to do so. If the property is commercialized subsequently, the creator may be required to pay a royalty to the Institute on first slab of the net profit in a proportion60% for the creator/inventor, 20% to the department/centre of the creator/inventor and 20% to the Institute following the procedure as mentioned in **Section 2** of IPR Guidelines.

5.4 (b) Commercialization through licensing of rights by third parties

The Institute will license at its discretion the Institute-owned intellectual property for commercialization through third parties who may or may not be the creator through the grant of exclusive/ non-exclusive licenses, or assign its ownership rights to third parties/ creator safeguarding the interests, financial or otherwise, of the Institute.

- All such licensing agreements or assignments in particular where the third party is also the creator, would be carefully examined by the Institute to determine that no conflict of interest will occur as a result of their ratification. The third party when interested in any such transfer of rights must demonstrate technical and business capability to commercialize the intellectual property.
- The costs of transfer of interest/ right/ ownership and maintenance of rights in the Institute-owned property by way of license, assignment or otherwise devolution of rights for such purposes will be borne exclusively by the licensee, assignee, and person acquiring such rights. The Institute may under special circumstances retain a non-exclusive royalty-free license to use the property for teaching and research.
- The assignment or license may be subject to additional terms and conditions, such as revenue sharing with the Institute or reimbursement of the cost of statutory protection, when justified by the circumstances of development of the intellectual property licensed. If the Institute finds that the third party has not taken steps to commercialize the property within one year of acceptance of the license, the Institute will be free to revoke the license.

5.5 Transparency of IP Administration

The Institute will inform the creators of Intellectual Property of progress regarding filing of the patent, commercialization and/ or disposition of the intellectual property. The Institute

and the creators shall maintain complete transparency in sharing information at all stages of the process. The creators shall keep the Institute informed of updates or development of the Intellectual property, which lead to tangible effects on the property.

5.6 Institute's Acceptance of Independently Owned Intellectual Property

The Institute may accept assignment of intellectual property owned by other parties provided that such assignment is found to be consistent with the public interest and the Institute's academic mission. Intellectual property so accepted shall be administered in the same manner as other institute-owned intellectual property.

5.7 Institute's Right to Update and Maintain Course Materials

In all cases the author's special rights under section 57 of the Indian Copyright Act 1957 protect the creator of the original work.

5.7 (a) Where Institute owns the Rights

The Institute will be at liberty to update, revise, and/ or translate(hereinafter revise) course material in which it owns the right through assignment of copyright, provided that such revision does not damage the reputation or honour of the original creator. All such revision will be treated as work for hire. The creator will retain the right to be identified as the creator of the original work, and the Institute must clearly state on the derived work and related documents that the derived work is adapted from the original work.

The question of whether the creator of the original work is to be paid a royalty, and if so how much, on receipts from the commercialization of the derived work, shall be determined on a case-by-case basis by the Institute Intellectual Property Committee (IIPC), on the criterion of how extensively the alteration has been carried out. The following guidelines may be followed by the Institute in this matter:

[i] If the revision, etc. is significant in terms of cost and extent but not such as to drastically alter the original work, the Institute may charge the cost of revision against the royalty receipts or other fees due to the creator of the original work.

[ii] If the revision is such that the new version is almost a new work, then the creator of the original work may be offered a financial compensation package significantly lower than that specified in the original agreement.

5.7 (b) Where creator owns the Rights

Regarding course materials in which the Institute has licensed rights from the creator, the Institute shall give first refusal to the creator of the original work in producing derived works including updates, translations and revisions, regardless of whether the creator continues to be employed by the Institute or not. In order to enable the Institute to contact creators for this purpose, creators would keep Coordinator, IPR Cell, Mangalore University, Mangalagangothri informed of their current address at all times. It will be the responsibility of the creator(s) to inform the Coordinator-IPR Cell of their consent or otherwise to undertake the revision proposed by the Institute within one month from the date of request by the Institute. The following cases will then apply:

- The creator of the original work is unable or unwilling to do the work required within the necessary time frame. (This time frame could be 3months in the case of minor revision and/ or updating, 6 months for revision/ updating requiring moderate effort, and 12 months in the case of extensive changes): The Institute will have the right to extend these deadlines as it deems fit. In such a case, the Institute must inform the creator of the original work of its intention to contract with any other party to revise, update, or translate the work to the extent necessary to maintain the usefulness and quality of the course material as an instructional offering from the Institute. In such cases, the Institute shall state the name of the reviser on the derivative work and in all documentation relating to it, and it shall be clearly stated that the work is adapted from the original work.
- The original creator is willing to do the work required within the stipulated time frame: Since it is the duty of a copyright holder to revise and update the work from time to time, additional remuneration for such work may at best be nominal, if paid at all.

5.8 Statement by Creators

The creators of intellectual property under the terms of this policy shall be required to determine and to state that to the best of their knowledge the intellectual property does not infringe on any existing copyright or other intellectual property or other legal rights of third parties.

- If any part of the work is not the original work or creation of the creators, the creators must show that the necessary permission for use has been obtained from the owner, or state their reasons for believing that such permission is not necessary as the use constitutes fair use. They will further certify that the work contains no libelous material or material that invades the privacy of others.

- In case a third party alleges infringement of their rights by a creator and the Institute Intellectual Property Committee finds prima-facie that the creator may have made false claims, the Institute will take immediate steps to dissociate itself from the said intellectual property.
- All agreements with creators should indemnify the Institute against all damages arising out of such litigation.

5.9 Consulting Agreements

Since consultancy comes to academic staff through Institute channels and is administered centrally, any intellectual property arising from consultancy should be assigned to the Institute in the interests of transparency and fairnegotiation with consulting firms. The Institute will offer a first refusal option on the licensing of such intellectual property rights to the consulting firm, as with sponsored research as laid out in section 5.13. However, in recognition of the fact that a percentage of the consultant's fee is paid to the Institute, the royalty arising from commercialization of intellectual property generated through consultancy will be distributed following the procedure as mentioned in section 2of IPR Guidelines. The creators who are engaged in consulting work or business should not be in conflict with Institute policy or with the Institute's prior contractual commitments. Such creators should make their Institute obligations known to outside parties before they make such agreements and should provide such parties with copies of all applicable Institute policies.

5.10 Responsibilities of Departments

Each department will administer Institute policy as defined herein through its Departmental Faculty Council. In particular each creator must maintain in his or her department records detailing his or her activities in generating intellectual property. Such records must be made available on demand to the Institute Intellectual Property Committee.

5.11 Authority of Contracts

All Commitments, Agreements, Memoranda of Understanding, etc. relating to commercialization or exploitation of Institute-owned intellectual property will be granted in the name of the Institute for and on behalf of the Institute by the Convenor-IIPC.

5.11 (a) Contracts and agreements

All agreements including but not limited to the following categories, undertaken by any Institute personnel and students need to be approved by the institute:

i. Allegiance, Affirmation & Confidentiality Agreement

ii. Consultation Agreement

iii. Evaluation Agreement

iv. Research and Development Agreement (R&DA/MOU)

v. License Agreement

vi Technology Transfer Agreement

vii. Alternative Dispute Resolution Agreement

viii. Classified Information Non-disclosure (specific) Agreement

ix. Materials Transfer Agreement (MTA)

Convenor-IIPC, shall act as the final signing authority in all the categories of agreements listed above. IPR-Cell shall facilitate the process of framing such agreements by way of providing templates and services of professional consultants.

5.11 (b) Obtaining IPR

If the Institute opts to protect the creative work, it shall provide an IPR Advisor/Patent Attorney for drafting the IP application as appropriate. The institute shall pay for access to the relevant IP information databases and other associated costs. The inventor(s) shall conduct IP searches, study the present state of art and provide the necessary inputs to assist in the drafting of the IP application. The Institute shall bear all costs of drafting and filing an Indian IP application. If the institute/creator chooses to file IP applications in other countries, then it shall bear the cost of application and other associated costs. The Institute shall be free to enter into agreements with overseas institutions for protection and licensing of the IP.

5.12 First-refusal Option for Sponsors

Unless the Institute decides otherwise on the merits of the case, agreements governing sponsored research shall provide that all intellectual property developed as a result of the sponsored research project shall belong to the Institute.

- When the creator discloses the generation of such intellectual property to the Institute, the sponsor will receive first refusal on an option to license the resulting intellectual property on terms to be negotiated on a case-by case basis. The sponsor has to either accept or

refuse its first-refusal option within 90 days of the date of offer of the option by the Institute to the sponsor. If the Institute finds that the sponsor has not taken steps to commercialize the property within one year of acceptance of the option, the Institute will be free to revoke the license. Confidentiality agreements will continue to apply in that event.

- The Institute may, at its own discretion, contract with sponsors to allow them specific rights, whether exclusive or non-exclusive, in the intellectual property whose creation they sponsor, if in the Institute's opinion the granting of such rights will facilitate the commercialization of the intellectual property.
- In all cases the terms of licenses or assignment shall be determined through negotiation between the sponsor and the Institute once the sponsor agrees to exercise his or her licensing option. Considerations that must be taken into account are as follows, namely:
  [i] the nature and application of the intellectual property;
  [ii] the relative contributions of the Institute and the sponsor to resources involved in its creation; and
  [iii]the Institute's opinion on the best way to commercialize the intellectual property.
- If the sponsor refuses to exercise his or her first-refusal licensing option, the Institute will proceed to commercialize the intellectual property in such manner as it deems fit.

5.13 Handling of Theses, Term Papers and Research Submitted by Students

It is a requirement in academia that the supervising teacher and the student must own the copyright of the thesis, which the student submits for the partial fulfillment of the requirements for an academic degree. However, the supervising teacher and the student will grant a non-exclusive, non-transferable royalty free license to the Institute to use, in the course of non-commercial academic activity, the records and data generated in the course of the student's research.

Furthermore, it is possible that the research that the student carries out as part of the program of study may result in the generation of intellectual property other than the text of the thesis. Supervisors should advise the students during the course of their work that certain kinds of research may lead to the generation of intellectual property which will require protection of its commercial value through confidentiality, for which the student will have to forgo publication during the period of sealing of a patent. Care should be taken at all stages to see that no conflict of interest arises between the student's academic activities and the

generation of intellectual property.

This additional intellectual property will be assigned to the Institute if :

- Such property has been generated using Institute-supported resources and is commercialize-able within the scope of this document. The Institute will then have the rights in this intellectual property assigned to it as per section 5.3(a) while the copyright of the thesis in which this intellectual property is described or outlined will remain with the teacher and the student vide section 5.14 (a). The supervising teacher and the student will undertake to maintain confidentiality while the Institute will restrict access to the thesis for a limited period as per sections 5.1, 5.2 and 5.3.
- The student is employed to assist in execution of a sponsored project or program. The intellectual property rights in their contribution to that project will be governed by the terms of the contract between the student, the Institute and the sponsoring body of the project, vide clause 8(d),Annexure –I.
- The intellectual property has been generated as a work-for-hire. In all such cases the student and/or his/her supervising teacher will retain the moral right to be identified as the creator of the intellectual property as per sections 5.3.
- In the case of any intellectual property generated in the course of a student's program of study, it is the duty of the students and the supervising teacher to make sure that the publication/submission of such work does not violate any confidentiality agreement. Where the thesis of a student contains details of commercialize-able intellectual property, the Institute, the supervising teacher and the student must agree to keep the thesis, in part or whole, and all relevant documents, confidential until the process of securing statutory protection for the intellectual property is complete. It should be noted that the submission of the thesis for examination does not violate confidentiality because the thesis remains confidential until the examination process is over. It is to be noted that retention of the hard copy by the Institute library is essential for meeting the requirements for a degree, and the supervising teacher and the student must agree to allow the abstract of the thesis to be made available electronically, the supervising teacher and the student will have the option to refuse releasing of the full electronic text of the thesis on any network. On the Institute's part, the library has a duty to ensure that the use of the texts of thesis held by it is in agreement with laws governing copyright and fair use, as well as sound academic practice.

5.14 Assessment of Innovation for Protection

To facilitate assessment, the Convenor, shall form an IP Assessment Committee (IPAC) consisting of a Chairman, IPR Cell Coordinator, and at least three additional faculty members with domain expertise or familiarity/experience in areas related to the creative work.

The creator(s) would be free to suggest names of faculty who are qualified to evaluate the creative work and who may be invited by the Convenor-IIPC to be a part of the committee.

Institute shall have the right to consult on a confidential basis with appropriate experts in the field of IPR in question in order to assist in the assessment of innovation and its commercial potential in India and abroad.

The IPAC shall assess the disclosure in a timely manner and shall make recommendations to the Convenor-IIPC about the patentability of the invention according to the provisions of sections 5.2 and 5.14 (c) of this policy. The IPAC may make one of the following recommendations:

- That the Institute shall take the responsibility of protection of the IP, in which case, the Institute will initiate appropriate processes.
- That the Institute shall not take the responsibility of protection of the IP, in which case, the rights to the disclosed invention shall be promptly reassigned to the creator(s). The creator(s) may then choose to protect the creative work on their own.

5.14 (a) Filing of IP Applications in foreign countries

Subjected to the provisions of section 39 of the Patent Act, 1970 the Institute shall, decide on the suitability of protection of the invention in foreign countries within six months of filing the Complete IP Application in India if no secrecy direction is received from Patent Office.

If the Institute opts not to undertake such protection in any specific country requested by the inventor(s) relating to the application where no secrecy has been imposed by the Patent Office, the Institute shall assign rights of the IP in that country to the creator(s) for the purpose of such protection.

5.14 (b) Renewal of IP Rights

A committee constituted by the Convenor-IIPC, will take a decision on the annual renewal of IP rights. If the Institute 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 effect 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), the Institute shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by the institute.

5.15 IP Protection and Technology Transfer

5.15 (a) Procedure of IP Protection by filling of patent through Institute

All employees (faculty / scientists / staffs) and students desirous of filing a patent application in connection with an innovative work done by them shall follow the procedure outlined below:

- Forward a proposal prepared by the concerned investigator to Coordinator-IPR Cell, outlining their request to file a patent application. An Invention Disclosure Form (IDF) should accompany this proposal on the Intellectual property to be protected.
- The application will be processed by the office of Coordinator-IPR Cell as per the Intellectual Property Rights Policy of the Institute.
- The IP Assessment Committee (IPAC) set up by Convenor-IIPC will assess the application, based on a feedback from the Institute's IPR consultant.
- A report/recommendation by the IPAC will be given to Coordinator-IPR Cellwithin1-2 weeks following:

  [i] a review of the write-up accompanying the application.

  [ii] a presentation by the applicant(s) and ensuing discussions.

  [iii]the receipt of any additional data/inputs/clarifications the committee may seek.

- If the work is recommended for patenting by the Institute, the applicant will be requested to have further discussion with the patent attorney for completing formalities for filing the application in India / abroad. Other forms of intellectual property generated during the course of research and development, such as Copyrights, design registrations, trademarks, etc. will essentially follow the same procedure as above.

5.15 (b) Technology transfers

The Institute shall strive to market the IP and identify potential licensee(s)for the IP to which it has ownership. The creator(s) are expected to assist in this process.

The Institute may contract the IP to Technology Management Agencies (Government/Private), which manages the commercialization of the IP.

For the IP for which exclusive rights have not been already assigned to a third party, the creator(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 the Institute is not able to commercialize the IP in a reasonable timeframe, then it may reassign the rights of the IP to the creator(s) of the IP. Alternatively, if the Institute has not been able to commercialize the creative work in a reasonable time frame, the creator(s) may approach the Convenor-IIPC for the assignment of rights of the invention(s) to them.

INTELLECTUAL PROPERTY RIGHTS POLICY

GUIDELINES

MANGALORE UNIVERSITY

1. RECORD KEEPING PROCEDURES:

It shall be the responsibility of the Heads of the Departments/Centre's or persons authorized by the Institute Intellectual Property Committee (IIPC) to ascertain the facilities / resources have been used for the purpose of generation of intellectual property by a creator in a given Department. All data and details generated by a creator in the course of creation of intellectual property should be systematically recorded in the concerned department as outlined below:

[i] All laboratory records shall be entered in indelible ink in bound volumes marked PRIVATE & CONFIDENTIAL with all pages serially and permanently numbered, without mutilations or insertions.

[ii] All blank spaces between successive entries should be cancelled as if they were deletions and authenticated with the creator's initials and date.

[iii] Precise descriptions of all actions and experiments carried out should be provided. Ideas or suggestions should be headlines as such, so as to clearly differentiate them from work actually performed.

[iv] No abbreviations or terms, except where their use is standard practice in that particular discipline, should be used, unless clearly explained in a table at the front or back of the book.

[v] Crucial data or descriptions or experiments, which relate to valuable inventions or discoveries should be signed and dated by the creator, supervisor, or coordinator of the project.

[vi] Modifications, if any, should be made by drawing a line through the deleted matter and writing cancelled beside it. The corrected data (clearly marked as such) should be entered immediately below, authenticated by the creator with his / her initials and date.

[vii] Samples of new products or of products produced by a new method should be preserved, if possible, and photographed for the record. All photographs should be dated and signed by the creator on the reverse.

2. REVENUE SHARING

Any revenue generated by the exploitation of IPR, will be shared between the creator/inventor, his or her faculty or department/centre and Institute after deduction of agreed costs borne by the Institute on the prescribed terms and conditions.

The guideline for sharing the net earnings generated from the commercialization of Institute-owned intellectual property will be taken in slabs as follows:

Case	Net Earnings	Percent Shared		
		Inventor(s)	Department/ Centre	Institute
1	For the first slab of amount "X"	60	20	20
2	For the slab of next amount "X"	50	25	25
3	For amounts more than "2X"	40	30	30

It is suggested that amount "X" be initially fixed at Rs. 100 lakhs. The creator(s) share would be declared annually and disbursement will be made to the creator(s), their legal heir, whether or not the creators are associated with the Institute at the time of disbursement.

When the Institute reassigns the rights of the IP to its creator(s) for any country, the creator(s) shall reimburse the costs incurred by the Institute for the protection, maintenance and marketing and other associated costs from the cumulative earnings from successful commercialization in that country as under:

Case	Cumulative earnings	Inventor(s) share	Institute's share
A	Up to twice the cost incurred by Institute for protection, marketing and other associated costs.	50 %	50 %
B	Beyond –Case 'A'	100 %	0 %

Co-creators of IP shall sign at the time of disclosure, a Distribution of IP Earnings Agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The inventors may at any time by mutual consent revise the Distribution of IP Earnings Agreement.

The creator's share will continue to be paid to the person or his/her nominee irrespective of whether the creator/inventor continues in the employment of the Institute or is deceased. The Institute will also honour any commitment to make payments to a member of the Institute staff as a creator/inventor who had left the employment of the Institute prior to the exploitation of IPR.

In case there is a third party (i.e. funding agency), the respective shares of the Institute and creators will be calculated on the net receipts after deducting the third party's share. The creator may opt for his/her personal share to be retained by the Institute e.g. to support his/her research, in which case the facilities so generated will be treated as under the exception to clause 8. (a), Annexure-I. The creator's share will continue to be paid irrespective of whether the individual continues as an employee/student/scholar of the Institute.

3. INFRINGEMENTS, DAMAGES, LIABILITY, AND INDEMNITYINSURANCE

As a matter of policy, the Institute shall, in any contract between the licensee and the Institute, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation.

The Institute shall also ensure that the Institute personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees. The Institute shall retain the right to engage or not in any litigation concerning patents and license infringements.

4. CONFLICT OF INTEREST

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and/or their immediate family have in the company.

A license or an assignment of rights for a patent to a company in which the inventors have a stake shall be subject to the approval of the Convenor-IIPC taking into consideration this fact.

5. DISPUTE RESOLUTION

In case of any disputes between the Institute and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Head of the Institute. Efforts shall be made to address the concerns of the aggrieved party. The decision from the Head of the Institute in this regard would be final and binding.

6. APPLICATION OF POLICY

This policy shall be deemed a part of the conditions of employment for every employee of the Institute and a part of the conditions of enrolment and attendance of students at the Institute, students on enrolment and to all existing staff and students.

Further, the Institute reserves the right to amend the IPR Policy as and when such need arises/ deemed fit.

All potential creators who participate in a sponsored research project and/or make use of Institute-sponsored resources shall abide by this policy and shall accept the principles of ownership of intellectual property as stated in this policy unless an exception is approved in writing by the Institute.

All creators of intellectual property shall execute appropriate documents required to set forth effectively the ownership and rights as specified in this policy.

7. RIGHT TO REGULATE POLICY

The Institute Intellectual Property Committee shall have the responsibility for interpreting the policy, resolving disputes, the application of the policy and recommending changes to the policy from time to time to the Senate. The Senate shall consider such changes / recommendations and take such decision thereon as it deems fit. The IPR Policy may be reviewed after three years or earlier, if a major change in the same takes place at the National Level.

8. LEGAL JURISDICTION

As a policy, all agreements signed by the Institute and dispute(s) arising there from, will be subject to the legal jurisdiction of Mangalore only and shall be governed by the appropriate laws of India.

ANNEXURE-I

1. Academic Freedom: The freedom of the academic staff of the Institute to conduct their own academic activities including teaching, research and development, choose their own research field, pursue self-directed research, and collaborate and communicate with others regarding their scholarly efforts in keeping with the Institute's academic mission.

2. Intellectual Property: It refers to creations of the mind: inventions, literary and artistic works, and symbols, names, images, and designs used in commerce. Intellectual property is divided into two categories: Industrial property, which includes inventions (patents), trademarks, industrial designs, and geographic indications of source; and Copyright, which includes literary and artistic works such as novels, poems and plays, films, musical works, artistic works such as drawings, paintings, photographs and sculptures, and architectural designs. Rights related to copyright include those of performing artists in their performances, producers of phonograms in their recordings, and broadcasters in their radio and television programmes.

Intellectual property rights refers to:

2(a) the monopoly protection for creative works such as writing (copyright),inventions (patents), processes (trade secrets) and identifiers(trademarks). Also known as TRIPS, or trade-related intellectual property rights.

2(b) the rights awarded by society to individuals or organizations over inventions, literary and artistic works; and symbols, names, images, and designs used in commerce, giving the titleholders the right to prevent others from making unauthorized use of their property for a limited period.

2(c) all and any patents, patent applications, trademarks, service marks, trade names, domain names, registered designs, unregistered design rights, copyrights, know how, trade secrets and rights in confidential information, URLs and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

3. Work for hire: work for hire is defined for the purposes of this policy as any work commissioned by the Institute from a creator as defined by this policy for a consideration or otherwise, or from an external agency. In all such cases the ownership of the resulting intellectual property shall be assigned to the Institute in a written contract between the concerned parties.

4. Fair use: This is the amount of copying allowed by law so that copyright shall not be a stranglehold on the progress of human knowledge. Limited portions of a work can be copied without the rights holder(s) permission for academic and non-commercial uses, although the exact permissible percentage may have to be determined by the courts. In general, use of a small part of a work, which does not hurt the present or potential market for that work is allowed under fair use, but there are many gray areas where the law has to be decided on a case-by-case basis.

Fair use in the classroom during regular teaching is understood more liberally than that permissible in teaching for distance education through multimedia packages. This is because distance education packages are commercial products and hence permission has to be sought for the use of any intellectual property held by others, which may be quoted or reproduced in the package. The possibility of fair use exists only in the case of copyright and does not apply to patents.

5. Commercialize-able intellectual property: Commercialize-able intellectual property is that intellectual property which can be transferred to a commercial organization through patent licensing or confidentiality agreements for the purpose of exploitation in the market. Such property is to be safeguarded either under patent laws or by secrecy as is relevant and practicable.

6. Staff: Staff's are the employees engaged by the Institute for carrying out its purposes or those engaged for carrying out specific tasks like projects, consultancy, education, extension etc.

7. Personnel: Institute personnel include the staff, students, trainees or similar personnel involved or associated with the creation of IP. Non-Institute personnel are those from outside the Institute but involved or engaged with the creation of a specific IP.

8. Creator: Creator refers to an individual or a group of individuals at the Institute, who make, conceive, reduce to practice, author, or otherwise make a substantial intellectual contribution to the creation of any intellectual property. Creator includes an inventor in the case of inventions under Patent Law, an author in the case of works falling under the Industrial Designs Law and/ or Copyright Law. In the case of intellectual property owned by the Institute as work-for-hire, the creator shall retain only the moral right to be identified as such, vide clause 3, Annexure-I. The special categories to be understood under the term creator are as follows:

8. (a) Permanent and temporary academic staff on Institute pay roll: Academic staff may create intellectual property :

- as part of their normal Institute duties.
- through their own creative activity in the context of academic freedom.
- as work -for-hire.

These provisions will also apply to professors who hold Chairs and emeritus professors. The ownership of the intellectual property they generate will be governed by section 4.3 (c).

8. (b) Adjunct professors, short-term visiting academic staff and researchers other than those covered by clause 8(a),Annexure-I : Adjunct professors are not eligible for usual Institute resources and therefore all resources used by them are Institute supported resources. They shall therefore provide an undertaking at the time of joining the Institute whereby all intellectual property generated by them using any Institute will be assigned wholly to the Institute and / or co-workers among Institute staff and students, unencumbered by any other co-share.

8. (c) All staff other than academic staff on Institute payroll: Such staff may participate in the generation of intellectual property:

- in the course of their normal duties.
- as work for hire.

For such staff employed in projects, the handling of intellectual property rights so generated will be guided by the terms of the contract with the sponsor of the project.

8. (d) Students: The term student applies to all those registered for courses leading to a degree at the Institute and scholars enrolled in doctoral programmes. Rights in intellectual property produced by a student, whether in fulfillment of the requirements for an academic

degree or not, shall belong to the student concerned, except where the conditions of section 5.13 are fulfilled.

8. (e) Externally funded project staff: This category includes staff appointed for externally funded project work. The handling of the rights in the intellectual property generated during the course of the project will be governed by the terms of the contract between the sponsor of the project and the Institute.

8. (f) Institute project staff: Intellectual property generated through Institute projects will be governed by the terms of the agreement between the Institute and the project staff.

9. Usual Institute Resources: Usual Institute resources mean facilities such as office space, standard laboratory facilities, library, normal access to software, computers and networks, standard secretarial services, salary and perquisites.

10. Institute-Supported Resources: Institute-supported resources mean special facilities and equipment, specific funding, intellectual property already owned by the Institute, requisitioning the time and labour of students and staff through Institute administrative channels, or at the Institute's instance and expense, and remission by the Institute of any or all of the normal duties of staff or students to provide time or resources for the purpose of generating intellectual property. In particular the following Institute resources will constitute Institute supported resources as contemplated by this policy.

- **Financial Resources**

10. (a) Financial support provided by the Institute over and above the regular salary perks as per employment enrolment/sponsorship contract or over and above the scholarship provided to scientists/scholars/ students/research assistants.

Exception: Honour fellowships, awards, prizes, grants, assistantships and scholarships, and facilities built up with such funds, will not constitute Institute-supported resources. Use of infrastructure developed by creators using their own funds, like their own earnings through consultancy, royalty proceeds, etc., will not constitute use of Institute-supported resources.

10. (b) Funds provided by the Institute to secure, maintain and enforce right in intellectual property.

10. (c) Funds specifically provided by the Institute to the creators to scale up or reduce to practice a particular patent-able intellectual property.

10. (d) Funds provided to commercialize and/ or exploit intellectual property;

10. (e) Sponsored research grants or contracts as per the terms of the contract;

10. (f) Substantial funding by the Institute for the printing of books to be decided by the IPR Committee on a case-by-case basis.

10. (g) Exemption from fees normally charged by the Institute for any specialized facility or equipment.

- **Intellectual Property Resources**

10. (h) Pre-existing intellectual property owned by the Institute.

10. (i) Explicit use of the name, insignia, logo, or trademark of the Institute in the creation and vending of intellectual property. However, statement of affiliation by academic staff constitutes legitimate self-representation and shall be regarded as use of usual Institute resources.

11. Institute Confidential Information: Institute confidential information means trade secrets, technical know-how, confidential data and related information about intellectual property owned by the Institute.

12. Trademarks and service marks: Trademarks and service marks mean distinctive words or graphic symbols or logos or a combination thereof, identifying the Institute as associated with, or as a source of, a product; or as a producer and/ or distributor of goods or service. The use regulated by this policy refers to the identification, statement, or display of the Institute name, insignia, logo in any way that can reasonably be interpreted as implying endorsement, approval or sponsorship by the Institute or its officials.

13. Sponsored research: For the purposes of this policy, sponsored research shall be taken to mean a specific research project funded by an outside agency, whether non-profit or for profit, governmental or private, national or international. The term sponsored research will

not apply to funds awarded by, an external agency to a student, scholar, fellow or trainee for the support of education or research.

14. Individual scholarships, fellowships and grants: No individual scholarship, fellowship or training grant tenable at the Institute will contain any provision giving the awarding agency any right to intellectual property created by the recipient. Intellectual property generated by recipients of such funding will be governed by section 4.13.

15. Materials Transfer Agreement (MTA): MTAs are legally binding contracts and as such it is vital that an authorized signatory of the Institute executes the agreement properly. MTA is a contract that regulates the transfer of one or more materials from the owner (or authorized licensee) to a third party for internal research purposes only. Materials may include cultures, cell lines, plasmids, nucleotides, proteins, bacteria, transgenic animals, pharmaceuticals, polymers and other chemicals or physical materials.

ANNEXURE – II

GLOSSARY:

"Author" means faculty, students, staff or visiting faculty who has/have written or created a creative work.

"Collaborative Activity" is the research undertaken by Institute personnel in cooperation with industry and/or another researcher(s) who are not Institute personnel.

"Confidential Information" Information not in the public domain and declared confidential by parties as such in a MOU/Agreement that has been signed by the parties.

"Conflict of Interest" or a "Potential Conflict of Interest" exists when an inventor/author is or may be in a position to use either creative work or influence for unmerited personal or family gain.

"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.

"Copyrightable Work" is a creative work that is protect-able under copyright laws. Copyright protection is available for most literary, musical, dramatic, and other types of creative work, including software, teaching materials, multimedia works, proposals, and research reports.

"Creators" are persons who have produced any original work.

"Cumulative Earnings" from a patent/patent application are the total earnings to date obtained from the commercialization of the patent/patent application.

"Design Registration" Registration of the novel non-functional features such as shape, or ornamentation of a product.

"Institute personnel" includes but is not limited to the faculty, students, staff or visiting faculty, researchers and scientists at the Institute.

"Intellectual Contribution" means original technical or artistic contributions.

"Intellectual Property" includes but is not limited to copyrights and copyrightable materials, patented and patent-able inventions, tangible research results, trademarks, service marks and trade secrets.

"IP Assessment Committee (IPAC)" is a committee formed by the Convenor IIPC,as Chairperson, decides on the issues of ownership and patentability among others consisting of Coordinator, IPR Cell, one professional IPR consultant and at least three additional faculty members of relevant field in assessment of IP.

"Invention" includes but is not limited to any new and useful process, formula or machine conceived or first reduced to practice in whole or in part, defined within the purview of the Patent Act. Inventor(s) are person(s) who produce an invention.

"Licensing" is the practice of renting the intellectual property to a third party.

"Net Earnings" Earnings resulting from the licensing or commercialization of the IP, reduced by the outstanding actual expenses incurred in obtaining and commercialization of the IP.

"Patent" means the exclusive right granted by law for making, using or selling an invention.

"Royalty" is the payment made to an inventor/author or an institution usually for legal use of a patented invention or any Intellectual Property when licensed.

"Significant Use of Institute Resources" is any usage of Institute's resources in the creation of the invention(s), excess of the routine use of office facilities, computers, library resources and resources available to the general public.

"Teaching material" means any material that aids the process of teaching.

"Trade Mark / Service Mark" is a distinctive word, symbol or picture or a combination of these, which is used by a business entity to discriminate its products and services from those of other business entities.

"Trade Secret" Usually some information such as know-how of commercial or strategic value that is not disclosed to all and is used in a restricted manner.

MANGALORE UNIVERSITY, MANGALAGAGOTHRI
INVENTION/TECHNOLOGY DEVELOPMENT DISCLOSURE FORM

1. Title of the project / Invention

2. Inventor(s) / collaborator(s) filling the patent:
(a) Name _____ Designation _____
Dept. _____ Office Address _____
Office Phone _____E-mail _____
(b) Name _____ Designation _____
Dept. _____ Office Address _____
Office Phone _____ E-mail _____

3. Principal Investigator _____

4. Sponsor(s) / Source of funding of the project / consultancy - with or without prior contractual agreement: _____

5. Is the work bound by any agreement / contract / MOU?

6. Is the patent (to be filed) for a process or product?

7. General area of the patent:

8. Description of the invention (not more than 100 words)
a. The problem for which solution was researched
b. The invention namely the solution to the problem

9. Origin of the idea / invention: by whom and when?

10. Any help received from others in conception of the idea?

11. Date of start of the project

12. Give literature search details
a. Journals and other publications
b. Patent databases

13. Has the work been displayed anywhere, if yes, when?

14. First record of initial Idea / invention(Oral/written/conceptualization)

15. Has the work been reported / published / presented oral or poster anywhere (if yes, give full description)?

16. Has any related patents been filed by the inventor?

17. Information available in the published literature (prior art) about the problem tackled

18. Unique features about the work done with respect to prior art:

a. Is the work a mere extension of common known knowledge?
b. Has the work filled a major gap in prior art? If yes, a brief description of this gap.
c. Any environmental issues?
d. What aspect of the invention needs protection?

19. Has the work been systematically and chronologically documented?

20. Commercial aspects of the invention/ technology developed

21. Any costing of the product / process / invention been done?

22. Any industries / companies interested in licensing the work

23. Is the work?
a. Completed and results validated?
b. At a basic conceptualization stage?

24. I agree to assign to Mangalore University, Mangalagangothri my rights in the invention
Inventor's Signature(s) _____ Dated _____ _____ _____

25. Enclosures – Preliminary details of disclosure

Head of Department/Centre: _____ _____
Signature
Date

Chairman (IPR Cell): _____ _____
Signature
Date