



**GENERAL SIR JOHN KOTELAWALA
DEFENCE UNIVERSITY**

**POLICY ON
INTELLECTUAL PROPERTY**

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Intellectual Property Policy

General Sir John Kotelawala Defence University, Sri Lanka

1. Introduction -

General Sir John Kotelawala Defence University (KDU) established under Parliamentary Act No.68 of 1981, as amended is the state defence university of Sri Lanka. Its main objective is to provide higher educational opportunities in the related disciplines to the Officer Cadets and Officers of the Armed Forces and public officers. Currently KDU has expanded its educational opportunities to the civilian students from Sri Lanka and other countries abroad. KDU has taken multifaceted initiatives to strengthen its research culture, in accordance to its vision and mission. Establishment of the Office of the Dean (Research and Development) for the first time in a university in Sri Lanka, the Institute for Combinatorial Advanced Research and Education (KDU-CARE) for conducting cutting edge analytical research, the first ever wind-tunnel for engineering research, a high-end computer modeling and simulation laboratory and setting up several 24x7 research laboratories and Open Access Portals can be cited as examples. With these resources and facilities, academia from all the faculties of KDU are significantly contributing for the research output of KDU. Thus, KDU has recognized the need for and desirability of encouraging the utilization of outcomes of research for socio - economic development of the country.

2. Scope -

A. IP Policy of KDU encompasses the following:

- i. protocols relevant to Intellectual Property related rights accruing on new industrial designs, inventions and works, including but not limited to software, drugs, chemicals, industrial designs, reactors, technologies, processes, genetic materials, integrated circuit layouts, trademarks, service marks and trade secrets, which are hereinafter referred to as “new industrial designs, inventions and works”.
- ii. protection of legal rights, accruing on such new industrial designs, inventions and works as provided for under the Intellectual Property Act of Sri Lanka.
- iii. availing such new industrial designs, inventions and works for scientific and commercial use.

B. This Policy is applicable to:

- i. members of the staff and students of KDU and external collaborators associated with any research, education and development, and such other activities conducted at KDU,
- and;

- ii. any internal or external person who use resources of KDU in research, education and development and such other activities.

3. Objectives -

- 3.1. To encourage research and development and scholarly activities by the staff and students of the university.
- 3.2. To encourage the conduct of research and other related activities at the university and to afford protection to such research and related activities.
- 3.3. To provide incentives and a conducive environment to facilitate commercially viable research and development at the university.
- 3.4. To generate income through such research and development activities.
- 3.5. To facilitate securing of intellectual property rights for such research and development work.
- 3.6. To facilitate and encourage researchers to disclose their research outputs and scholarly work in terms of the law.
- 3.7. To provide financial benefits and due recognition for Authors, Creators and Inventors of the university.

4. Principles and Values -

A. Inventions, Designs and other Creative Works

- i. KDU shall be the owner of new industrial designs, inventions and works created as referred to in para 2B above or projects funded by KDU.
- ii. There are exceptions in the following situations:
 - a. New industrial designs, inventions and works created by members of the staff and students of KDU without the significant use of university resources and not connected with the professional/occupational responsibilities towards the university shall be owned by the creator(s).
 - b. New industrial designs, inventions and works created during the course of a sponsored and or collaborative activity, specific provisions related to IP contained in the contract governing such sponsored and / or the collaborative activity shall determine the ownership of IP.
 - c. External persons who create new industrial designs, inventions and works without an intellectual contribution by members of the staff and students of KDU and/or significant use of KDU resources, shall be the owners of such new industrial designs, inventions and works.
- iii. Following situations are considered as not falling within significant use of KDU resources:
 - a. When internal and/or external persons involved in any research and development activity compensate the university for the fair market value of the facilities and equipment used (as actually charged by the institution to outside users).
 - b. When internal and/or external person involved in any research and development activity do not use any university provided funds or institution administered funds in connection with such activity.

B. Copyrightable Work

- i. KDU shall be the owner of all copyrightable work made by members of the staff and students of KDU, subjected to the following exceptions:
 - a. If a work is produced during the course of a sponsored and/or collaborative activity, specific provisions related to IP contained in the related agreement governing such activity shall determine the ownership of IP.
 - b. KDU shall not claim copyrights on books and publications authored by members of the staff and students in KDU, other than those published by KDU Press and the journals published by KDU.
- ii. Copyrights of books and publications published by KDU Press and the journals published by KDU shall remain with KDU.

C. Trade Marks/Service Marks

- i. Ownership of trade marks/service marks created for KDU shall be with KDU.

5. Policy Statement -

This document presents the Intellectual Property Policy of KDU. It contains the necessary procedural support framework, protection afforded to the resulting intellectual property/properties, incentives given to encourage further engagement in research and development, and the procedure for commercialization of research outcomes with due regard to IP rights of the developer/inventor.

6. Definitions –

In this Policy –

- i. Act means Intellectual Property Act No. 36 of 2006
Designed Officer means Dean (Research and Development)
- ii. Technical Terms shall have the same meaning as defined in the Act.

7. Responsibility –

Dean (Research and Development), University IP Committee

8. Implementation –

i. Disclosure –

Any new industrial design, invention and work which attracts Intellectual Property Rights shall be reported promptly in writing by the Creator(s), Inventor(s), Designers(s), Author(s) to the Designated Officer using the IP Disclosure Form provided by the University. The IP Disclosure Form shall contain a full and complete disclosure of the subject matter of the new industrial design, invention or work and identify all persons participating therein, with a certification of the accuracy of the disclosure.

ii. Evaluation –

- a. IP Disclosure Forms received by the Designated Officer shall be submitted to the University IP Committee (UIPC), consisting of DVC (Academic), Dean (Research and Development), Director (KDU-CARE), two senior academic staff members nominated by the Vice Chancellor with subject expertise or familiarity/experience in the areas related to the creative work, and DR (Establishment).
- b. DVC (Academic) and DR (Establishment) shall be the Chairman and secretary/Convener of the UIPC, respectively.
- c. Date of submission of the IP Disclosure Form of the new industrial design, invention or work shall be considered as date of the relevant new industrial design, invention or work unless such industrial design, invention or work shows evidence of an earlier date, which shall be supported with certified documentation and an affidavit.
- d. UIPC shall evaluate the Disclosure Form expeditiously and shall make recommendations to the Vice-Chancellor, inter alia, on the patentability of the new industrial design, invention or work, novelty of the design, admissibility of the mark, registrability of circuit layouts according to the provisions of the Intellectual Property Act and this Policy.
- e. Based on the recommendation of the UIPC, the Vice-Chancellor shall decide as to how to proceed with the securing of the relevant Intellectual Property Right:
 - If KDU decides to take the responsibility of the protection of IP rights, KDU shall initiate appropriate processes.
 - If KDU decides not to take the responsibility of the protection of the IP, the designer(s), inventor(s) or author(s) may then proceed to protect IP right of the new industrial design, invention or work on their own.

iii. Filling of IP Applications in Foreign Countries –

KDU should decide on the viability of the protection of inventions in foreign countries within one (01) year of filing the complete PI Application in Sri Lanka. If KDU opts not to undertake such protection in any specific country requested by the inventor(s), KDU shall assign the IP rights in that country to the inventor(s) for the purpose of such protection at his/her/their own expense.

iv. Renewal of IP Rights –

Decisions on the renewal of IP rights shall be taken by UIPC. If KDU decides not to renew the IP rights in any country, then KDU shall assign the IP rights in that country to the creator(s) upon a request to that effect from the creator(s). In the case of patents, the process of reassignment shall be completed within a period of three (03) 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), non-KDU personnel shall not claim any share of proceeds earned through such IP in such country, except for the costs already incurred by KDU.

v. IP Protection –

If KDU elects to protect a new industrial design, invention or work, it may provide an IP Advisor/Patent Drafting Agent for drafting the IP Application. KDU shall pay for the access to relevant IP information databases and other associated costs. The designer(s), inventor(s) or author(s) shall conduct IP searches, study the prior art and provide necessary inputs to assist in the drafting of the IP application. KDU shall bear all costs of drafting and filing of local IP Application(s). If KDU elects to file IP Applications in other countries, then it shall bear the cost of application and other associated costs.

vi. Commercialization –

- a. KDU with the assistance of the designer(s)/ inventor(s)/ author(s) shall identify potential licensee(s), and market and manage the commercialization of the IP through the CARE Technology Lanka (Pvt) Ltd (CTL) of KDU-CARE.
- b. The designer(s), inventor(s) or author(s) may also contact potential licensee(s) on their initiative while 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) during technology marketing.
- c. If CTL is not able to initiate commercialization of the IP within a period of one (01) year then it may reassign the rights of the IP to the designer(s), inventor(s) or author(s) of the IP. In this instance, the designer(s), inventor(s) or author(s) may request the assignment of IP rights to her/him/them.
- d. The commercial value of a patent shall be agreed upon by both CTL and the designer(s), inventor(s) or author(s). CTL and the potential licensee shall conduct independent evaluations and shall determine the value by mutual agreement.

vii. Revenue Sharing and KDU Research Fund –

- a. The earnings from the commercialization of an IP owned by KDU shall be shared between KDU and the Designer(s), Inventor(s) or Author(s) after deduction of related expenses and on receipt of payments from the licensee(s), as follows;

- Up to Rs 10,000,000 - 60% for the inventor(s), author(s) or designer(s), 30% for KDU and 10% for CTL.
 - Beyond Rs 10,000,000 - 50% for the inventor(s), author(s) or designer(s), 40% for KDU and 10% for CTL.
 - In the case of the inventor(s) being a KDU student(s), the minimum percentage of payment to be made to such student(s) shall be decided by the UIPC.
- b. The amount allocated to KDU from earnings of commercialization of patents shall be transferred to KDU Research and Development Fund.
- c. Such earning shall be utilized to provide academics and students with the following incentives, in addition to the funding schemes available through the office of the Dean (Research and Development).
- A non-competitive award of Rs 50,000.00 for a publication in the top 10% journals under the Scimago list.
 - A non-competitive award of Rs. 25,000.00 for any patent granted by the National Intellectual Property Office (NIPO) of Sri Lanka.
 - A non-competitive award of Rs. 100,000.00 for any patent granted by the World Intellectual Property Organization (WIPO) or the National Intellectual Property Office of a country acceptable to UIPC.
 - To invest on purchasing specific research equipment for usage for commercially viable research projects.
 - To contribute to the cost of patent applications.
 - To fund projects leading to commercially viable products.

viii. Infringements and Liability –

- a. KDU shall retain the right to engage or not in any litigation concerning Intellectual Property Rights covered by this Policy.
- b. KDU shall ensure that designer(s), inventor(s) or author(s) provide an indemnity as to the correctness/accuracy of the initial declaration of the research findings to KDU.
- c. KDU shall also ensure that an indemnity clause is included to protect KDU and designer(s)/inventor(s)/author(s) from any resultant claims for damages or other causes in the agreements with licensee(s) in transferring technology or copyrighted material to licensees.

ix. Resolution of Disputes –

Any disputes that may arise regarding the implementation of this IP Policy, shall be best resolved through negotiation between the relevant Parties.

x. Documentations and Finances –

- a. All original documents related to IP under this Policy shall be kept under the custody of the Registrar of KDU, with copies at the Office of the Dean (Research and Development).
- b. The research fund and the financial disbursements under this Policy shall be managed by the Bursar of KDU, in collaboration with the Dean (Research and Development).

xi. Governing Law –

The activities under this IP policy shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka.

9. Review and Amendment –

- i. This Policy may be reviewed annually and/or when the circumstances to requires.
- ii. Such revision may be initiated on the recommendation of Dean (Research and Development) and/or the direction of the Vice Chancellor.
- iii. Any such revision and/or amendment shall be formulated and recommended by University IP Committee, and become effective upon the approved by the Board of Management (BOM)of the University.

