

## **Policy on Intellectual Property (IP) of SLIIT**

### **1. Preamble**

Sri Lanka Institute of Information Technology (SLIIT) recognizes the need and desirability for encouraging the practical application and economic use of the results of research and development work carried out at SLIIT for the benefit of the general public.

In this regard, SLIIT has established this policy relating the ownership, protection and commercial exploitation of Intellectual Property created by Researchers in the course of their duties or activities at the SLIIT.

The purpose of this Intellectual Property Policy is to set out the rules of the SLIIT for cooperation with industrial and business organizations and provides guidelines on the sharing of the economic benefits arising from the commercialization of Intellectual Property created. It also provides 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.

This Policy has been developed customizing the WIPO's *Model Intellectual Property Policy for Universities and Research Institutes*.

### **2. Objectives**

This Policy aims to:

- i) Promote, encourage and aid scientific investigations, innovations and research & development work;
- ii) Provide legal framework in innovations, research & development activities and technology-based relationships with third parties;
- iii) Set out the Institute's procedures on the identification, ownership, protection and commercialization of Intellectual Property and monitor and maintain the relevant inventory;
- iv) Ensure that economic benefits arising from the commercialization of Intellectual Property are distributed in a fair and equitable manner recognizing the contributions of the Inventors, the Institute as well as any other relevant stakeholders;
- v) Enhance the reputation of the Institute by bringing the innovations, research & development results to public use and benefit.

### **3. Scope of the Policy**

3.1. This Policy shall apply to all types of Intellectual Property created and associated with SLIIT.

3.2. This Policy shall apply to all Researchers who have established legal relationship with SLIIT for the purpose of employment or otherwise. The students of SLIIT shall also fall within the scope of this policy (ref Section 5.4).

#### **4. External sponsorship, research collaboration with third parties**

4.1. It is the responsibility of the Researcher to ensure, that prior to commencing any research activity in collaboration with any third party, the terms and conditions of cooperation be set forth in a written agreement (hereinafter referred to as Research Agreement).

4.2. Persons acting for, and on behalf of, the SLIIT shall exercise all due diligence when negotiating agreements and signing contracts that may affect the SLIIT's IP Rights.

4.3. In certain cases it may be beneficial to the SLIIT to enter into Research Agreements that are exceptions to the provisions of this Policy with external sponsors of research and other third parties.

4.4. Depending on the relative intellectual and financial contributions of the Institute and the third party to the conception of the Intellectual Property, it may be appropriate for either cooperating party to obtain certain IP Rights and/or share in the revenue generated from its commercialization.

4.5. In the absence of such an agreement defined in Paragraph 4.1., it is the policy of the SLIIT that IP Rights shall be distributed among the cooperating parties in the proportion that reflects the proportions of contributing to the creation of the Intellectual Property.

#### **5. Ownership of IP**

##### **5.1. Employees of the SLIIT**

5.1.1. All rights in Intellectual Property devised, made or created by an employee of the Institute in the course of his or her duties and activities of employment shall generally belong automatically to the SLIIT.

5.1.2. If an employee of the Institute creates Intellectual Property outside the normal course of his or her duties of employment, with the significant use of SLIIT Resources, he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to the SLIIT as consideration for the use of Institute Resources.

5.1.3. Intellectual Property as defined in Paragraph 5.1.1., created in the course of, or pursuant to a sponsored research or other type of agreement with a third party, shall initially belong to the SLIIT and then ownership shall be determined according to the terms of such agreements.

## 5.2. Employees of SLIIT pursuing research activities at other institutions

5.2.1. Rights related to Intellectual Property that is created during an academic visit by the employee of the SLIIT to another institute shall be governed by an agreement between the SLIIT and the other institute. If the SLIIT's IP Rights are not affected, the IP created during the visit shall belong to the other institute unless otherwise provided in an agreement.

## 5.3. Non-employees

5.3.1. Visiting Researchers are required to transfer to the SLIIT any Intellectual Property they create in the course of their activities arising from their association with the SLIIT. Such individuals will be treated as if they were SLIIT employees for the purposes of this Policy.

## 5.4. Students of SLIIT

5.4.1. Students who are not employed by the SLIIT shall own all Intellectual Property and associated IP Rights they create in the normal course of their studies. However, the following exceptions shall apply.

5.4.1.1. If a student is involved in a project related to his/her academic program leading to creation of intellectual property or is offered a studentship sponsored by a third party under a separate agreement, under which the third party has a claim on Intellectual Property arising from the studentship, the student must agree that the Intellectual Property shall initially belong to the SLIIT and as applicable, ownership will then be determined by the academic program or determined in accordance with the terms of the agreement concluded with the third party.

5.4.1.2. Intellectual Property created by students in the course of, or pursuant to, a sponsored research or other agreement with a third party shall initially belong to the SLIIT and ownership will then be determined in accordance with the terms of the agreement concluded with the third party, as if they were SLIIT employees for the purposes of this Policy.

5.5. All rights in Copyrighted Works are owned by their creators regardless of the use of SLIIT Resources. Copyrighted Works specifically commissioned by the SLIIT or developed in the performance of a sponsored research or other third party agreement shall constitute an exception where the provisions of such agreements shall be taken into account.

## **6. Conflict of interest and confidentiality**

6.1. A Researcher's primary commitment of time and intellectual contributions as an employee of the SLIIT should be to the education, research and academic programs of the SLIIT.

6.2. It is the responsibility of each Researcher to ensure that their agreements with third parties do not conflict with their obligations to the SLIIT or this Policy. This provision shall apply in particular to private consultancy and other research service agreements concluded with third parties. Each Researcher should

make his or her obligations to the SLIIT clear to those with whom such agreements may be made, and should ensure that they are provided with a copy of this Policy.

6.3. Should any doubt arise concerning conflict of interest or confidentiality issues Researchers are advised to consult with the person or the Department/Division Head.

## **7. Identification, disclosure and commercialization of Intellectual Property**

7.1. The SLIIT encourages its Researchers to identify research results with potential commercialization value and which may enhance the reputation of the Institute through bringing them to public use and benefit.

7.2. Researchers, including employees, students (as applicable in section 5.4) and Visiting Researchers are obliged to disclose all Intellectual Property falling within the scope of this policy to the department/division head.

7.3. Copyrighted Works shall be excluded from the disclosing obligation set out in this policy, except for those which were developed in the performance of a sponsored research or other third party agreement.

7.4. Since protection and successful commercialization of Intellectual Property might depend on prompt and efficient administration, Inventors are required to disclose all potentially exploitable Intellectual Property as soon as they become aware of them. The disclosure must be made in writing by completing the **Intellectual Property Disclosure Form** available at the SLIIT.

7.5. Inventors shall fully disclose all research activities and results relevant to the Intellectual Property and provide information about themselves, in particular the percentage of their contribution to the creation of the Intellectual Property and the circumstances under which it was created. The detailed description of the Intellectual Property shall be presented in such a manner that the inventive activity involved and its novelty as well as its susceptibility of industrial application become explicit and clear-cut for a person skilled in the art.

7.6 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 Body of SLIIT** using the IP Disclosure Form provided by the SLIIT. 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.

7.7. After full disclosure of all relevant information the designated body of the SLIIT shall record the Intellectual Property in its register.

7.8. If the SLIIT decides not to commercialize the disclosed Intellectual Property, then the inventor may process the IP Rights in his/her personal capacity.

7.9. The designated body of the SLIIT shall carry out a complete evaluation of the Intellectual Property with particular attention on possible methods of the protection of the Intellectual Property and its business opportunities.

7.10. Expenses incurring in connection with the protection and commercialization of Intellectual Property shall be borne by the SLIIT.

7.11. During the evaluation and commercialization period the full description of the Intellectual Property shall be disclosed to third parties under a confidentiality agreement.

## **8. Assessment of Intellectual Property for Protection**

8.1. The above stated IP Disclosure Form would be submitted to the designated body of SLIIT ( IP Assessment Committee) formed by the SLIIT, consisting of IP advisory committee members representing all faculties and additional faculty members with domain expertise or familiarity/experience in areas related to the creative work.

8.2. The IP Assessment Committee shall assess the disclosure in a timely manner and shall make recommendations to the Vice- Chancellor, 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 currently in force in Sri Lanka and this policy

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

8.3.1. If SLIIT takes the responsibility of protection of the IP, SLIIT will initiate appropriate processes.

8.3.2. If SLIIT 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

8.4. Filings of IP Applications in foreign countries

SLIIT shall 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 SLIIT opts not to undertake such protection in any specific country requested by the inventor(s), SLIIT shall assign rights of the IP in that country to the inventor(s) for the purpose of such protection at own expense.

## **9. Distribution of revenues, motivation of Researchers**

9.1. The SLIIT provides an incentive to Inventor(s) by distributing revenue generated from the commercialization of the Intellectual Property.

9.2. The expression 'Net income' shall mean all license fees, royalties and any other monies received by the Institute, arising from the commercialization of Intellectual Property less all the expenses incurred in connection with the protection and commercialization of the Intellectual Property at the Institute.

9.3. The share of revenues from Net income shall be as shared among Inventor(s), Department(s) and Institute(s) as agreed in line with this policy.

9.4. In cases where there is more than one Inventor, Department, Institute the shares is divided between them in a proportion which reflects their respective contributions as provided in the signed IP Disclosure Form.

9.5. In certain cases the SLIIT reserves its right to negotiate special terms concerning revenue distribution, in particular when income is generated through sale of shares or payment of the dividend of shares in cases where shares have been allocated to the Institute in an entity to which the Intellectual Property is licensed or assigned but which is not a spin-off enterprise.

9.6. In case of establishing a spin-off enterprise, an individual agreement between the SLIIT and the Inventor(s) shall be applicable regarding the share of equity. The conditions of the agreement shall be negotiated on a case-by-case basis having due regard to the contribution of the Inventors to any further development and the exploitation beyond the creation of Intellectual Property and to any funding provided by the Inventor(s), the SLIIT or any third parties acquiring a share of equity in the new enterprise. The decision concerning the conditions of a spin-off establishment shall be taken by the the person or committee designated by the SLIIT on behalf of the SLIIT.

9.7. In case of exploitation of trademarks and other indicators, the Inventor(s), taking into consideration the proportion of their contribution to the exploitation, may benefit from the revenue as set forth in an individual agreement. The person or committee designated by the Institute shall decide on such issues on a case-by case basis.

## **10. Breach of the rules of this Policy**

10.1. Breach of the provisions of this Policy shall be dealt with under the normal procedures of the Institute in accordance with the relevant provisions of law.

## **11. Dispute and appeals**

11.1. Disputes shall be dealt with by the person or body designated by the SLIIT.

## **Addendum**

### **Ownership:**

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

SLIIT shall be the owner of all invention(s) including software, designs and integrated circuit layouts created by SLIIT employees and/or non-employees, associated with any activity of SLIIT. There are exemptions in the following situations.

1. Invention(s) including software, designs and integrated circuit layouts, created by SLIIT employees without the use of significant SLIIT resources and not connected with the profession/occupational responsibilities for which employed at SLIIT, 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-employees, who create invention(s) including software, designs or integrated circuit layouts at SLIIT but without intellectual contribution of SLIIT employees or significant use of SLIIT resources, shall be the owner of such invention(s)

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

SLIIT 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. SLIIT shall not claim ownership of copyright on books and publications authored by SLIIT employees.

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

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

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