

1.0 Preamble

Being the pioneer university and the leading research university in Sri Lanka, the University of Peradeniya(UPDN) recognizes the need for encouraging the utilization of research findings for the development of the country by transforming results to practical applications and commercialization.

The purpose of this Intellectual Property (IP) Policy is to establish a procedural framework for the UPDN to identify, protect, manage and commercial exploitation of IP for the benefit of the UPDN , employees, students and the Country; IP policy provides the guidelines for sharing economic benefits arising from commercialization of IP and specify scheme of incentives to encourage active involvement in research and development; The policy sets out the rules and guidelines for establishing collaborations with industrial, business and any other organization.

2.0 Objectives

This Policy aims to:

- Promote, encourage and provide assistance for scientific investigation and research;
- Provide legal framework for research activities and technology-based relationships with third parties;
- Set out the UPDN 's procedures on the identification, ownership, protection and commercialization of IP
- Facilitate the recording, monitoring and maintenance of the UPDN 's IP portfolio;
- Ensure that economic benefits arising from the commercialization of IP are distributed in a fair and equitable manner recognizing the contributions of the inventors, the UPDN as well as any other relevant stakeholders;
- Enhance the reputation of the UPDN as well as the reputation of the researchers through bringing their research findings to use of general public.

Nothing in this Policy overrides provisions of prevailing national law of the Country.

3.0 Definitions

In this document, unless the context otherwise requires, the following expressions have the following meanings:

"**UPDN**" means University of Peradeniya.

"**Commercialization**" means any form of exploitation of intellectual Property, including assignment, licensing, internal exploitation within the University and commercialization via a spin-off enterprise.

"**Copyrighted works**" means literary, scientific and art works, including academic publications, scholarly books, articles, curriculums, Syllabi, teaching materials, musical compositions, films, presentations and other materials, which qualify for protection under the copyright law as described in *Sri Lanka Intellectual Property Act No. 36 of 2003*.

"**University resources**" means any form of funds, facilities or resources, including equipment, consumables and human resources provided by the University either in a direct or indirect way.

"**Intellectual Property (IP)**" means inventions, technologies, developments, improvements, materials, compounds, processes and all other research results and tangible research properties, software, rights in utility model, plant and animal breeders rights, rights in designs, trademarks, service marks, topography rights, know-how, trade secrets and all other intellectual or industrial property rights and other copyrighted works.

"**Intellectual property rights (IP Rights)**" means ownership and associated rights relating to Intellectual Property, including patents, rights in utility model, plant and animal breeders rights, biotechnology rights, rights in designs, trademarks, topography rights, know-how, trade secrets and all other intellectual or industrial property rights as well as copyrights.

"**UPDN Personnel**" means all full-time and part-time employees of the University, including academic staff, academic support staff, technical, executive, administrative, clerical staff, office support staff, laboratory attendants, research assistants; University appointees including contractual academic and non-academic staff members and all volunteers; persons paid by or through the university administered funds; anyone working under university auspices. Students belongs to any of these categories shall be considered "UPDN Personnel".

“Non UPDN Personnel” means any person who use University funds, facilities or other resources, or participate in University-administered research, including visiting faculty, industrial personnel and fellows, regardless of obligations to other companies or institutions.

“Inventor” means the researcher who contributed to the creation of the Intellectual Property.

“Research Agreement” may refer to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement, Memorandum of Understanding (MoU) and any other type of agreement concerning research pursued by Researchers and/or Intellectual Property created at the UPDN .

“Researcher” means:

- i) Persons employed by the UPDN
- ii) Students, including undergraduate and postgraduate students of the UPDN
- iii) Any other persons, including visiting researchers attached to the UPDN on part time / full time basis

who use the UPDN resources and who perform any research task at the UPDN or otherwise participate in any research project administered by the UPDN , including those funded by external sponsors.

“Spin-off” means a company established for the purpose of exploiting Intellectual Property work or non Intellectual Property work originating from the UPDN .

“Visiting Researcher” means individuals having an association with the UPDN without being either employees or students. “Visiting Researchers” includes academic visitors, individuals with honorary appointments in the UPDN and emeritus staff.

“Insignificant Use of UPDN resources” means the following situations:

1. Use of non-committed office time of UPDN
2. Use of funds which are not directly bone by UPDN or third party funds not administered by UPDN in connection with the relevant activity
3. Use of library facilities, facilities available to the general public and occasional use of office equipments and office staff

“Act” means the Sri Lanka National Intellectual Property Act No. 36 of 2003.

4.0 Scope of the Policy

The IP Policy establishes the following;

- a. the protocols relevant to all **IP rights** either registered or unregistered including applications or rights to apply for them together with all extensions and renewals of them.
- b. securing all legal rights, accruing on such **IP rights** either registered or unregistered including applications or rights to apply for them together with all extensions and renewals of them provided under the Act.
- c. making such inventions leading to **IP**, available for scientific and commercial use.
- d. Establishment of IP Advisory Committee (IPAC)
- e. Establishment of Technology Transfer Office (TTO)

This policy is applicable to:

- a. all IP created on or after **30/06/2018**¹ and all IP Rights associated with them.
- b. Researches associated with any activity of UPDN such as but not limited to collaborative research & development activities and educational programmes.
- c. UPDN or non-UPDN personnel who use UPDN resources in such developments.

However, this policy shall not apply in cases in which the Researcher entered into an explicit arrangement to the contrary with the UPDN before the effective date of the Policy, or the UPDN previously entered into an agreement with a third party concerning rights and obligations set out in this Policy

¹ The IP Policy of the University of Peradeniya was approved at the 475th meeting of the Council held on 30/06/2018

5.0 Establishment, Responsibilities and Composition of IP Advisory Committee (IPAC)

- 5.1. IPAC shall comprise, Vice-Chancellor, all deans of faculties of the university, all directors of the postgraduate institutes of the University, legal officer, Director InRC, Head of TTO and three persons having domain knowledge on IP rights. The IP domain experts are nominated by the Vice-Chancellor of the University. The IP domain experts can be selected either within or outside the University. Legal Officer of the UPDN shall function as secretary to the IPAC.
- 5.2. In addition, subject experts/researches can be invited by the Vice-Chancellor of the University to the IPAC to represent subject domain knowledge at each IPAC meeting.
- 5.3. IPAC shall advice and counsel the UPDN Council on all matters related to IP, technology management and technology transfer activities of the University. Also the IPAC provides recommendations for all the requests forwarded by Technology Transfer Office (TTO).
- 5.4. This IP policy shall be administered by the IPAC.
- 5.5. Tenure of the non-ex-officio IPAC members shall be three years.

6.0 Establishment, Responsibilities and Composition of Technology Transfer Office(TTO) and Funding for TTO

- 6.1. Technology Transfer Office (TTO), shall be responsible for all facets of IP and technology transfer in UPDN. The TTO shall be under the University administration.
- 6.2. The TTO shall be headed by a Director (TTO) and he/she shall be appointed by the vice-chancellor of the University for a three year tenure. Director (TTO) shall be a full time officer. Director (TTO) shall exercise due diligence in executing the university IP Policy, TTO governance, organization and operations; managing industrial partnerships; managing invention disclosure system, tech evaluation and triage, license contract management, license practice, tech marketing, IP management and outreach/inreach, PR and marketing of TTO.

- 6.3. The Director (TTO) shall be assisted by a permanent administrative staff. Composition of the TTO shall be decided by the IPAC. Initially it is recommended to have at least one Technology Manager and a secretary cum operational manager.
- 6.4. The core role of the TTO to assist UPDN in acquiring, managing and exploitation of its intellectual assets in ways that facilitate their transformation into benefits for UPDN, researches and in general the society.
- 6.5. Specific tasks of TTO includes but not limited to, Receive and review completed Enabling Invention Disclosure forms; Conduct all operations necessary to manage process, protect, license, and report UPDN inventions; Negotiate licenses to UPDN inventions and related property rights; Administer the distribution of net license revenue; Facilitate and promote technology-based entrepreneurship including start-ups and spin-offs and national economic development.
- 6.6. The Head of the TTO shall be ex-officio member of the IPAC of the UPDN. composition of the TTO shall be decided by the Council of the UPDN with the recommendation of the IPAC.
- 6.7. The TTO shall be fully operated with UPDN funding at least for a five year period. Meanwhile UPDN shall manage separate "Technology Transfer Fund" using income generated from IP commercialization activities.
- 6.8. The proposed Technology Transfer Fund shall be utilized for expenses of TTO activities and providing incentives for researches with the aim of promoting research with commercial potential.

7.0 Duties and Responsibilities of Researches

- 7.1. The person exercising the authority of employment on behalf of the UPDN shall ensure that the employment contract or other agreement establishing any type of employment relationship between the UPDN and the researcher includes a provision placing the researcher under the scope of the policy.

- 7.2. Undergraduate Students of the UPDN shall be required to sign an agreement to be bound by this policy before commencing any research activity funded by the University or external granting bodies. Undergraduate students own all IP they created as a result of project work which carried out as a part of the curriculum unless those projects were funded by UPDN funds or third party funds administered by UPDN. However the exceptions to this policy are elaborated in section 9.1(a)-(sub section 2).
- 7.3. Postgraduate students enrolling in research work shall be required to sign an agreement to be bound by this Policy upon registration.
- 7.4. The person authorized to enter into an agreement on behalf of the UPDN shall ensure that Researchers not employed by the UPDN , including Visiting Researchers shall sign an agreement to be bound by this Policy and an Assignment agreement in respect of ownership of IP created by them in the course of their activities that arise from their association with the UPDN before commencing any research activity at the UPDN.
- 7.5. Notwithstanding Paragraph 7.4, special arrangements may be needed to meet prior obligations of Visiting Researchers. Any such requested special arrangements shall be assessed and decisions shall be taken on a case-by-case basis by IPAC of the UPDN.
- 7.6. Special arrangements may be needed for research activities pursued by a Researcher employed by the UPDN , but working in another institution as academic visitor. In such cases, the Researcher may be required by a third party to sign any document which might affect the UPDN 's IP Rights. In order to avoid any subsequent disputes, the Researcher is not permitted to sign any such documents without the written approval of IPAC of the UPDN. The approval shall not be denied if no UPDN IP Rights are being affected. If such a document affects the UPDN 's IP Rights, the UPDN shall initiate negotiations to enter into an agreement with the third party, as described in Section 8.
- 7.7. Rights and obligations under this Policy shall survive any termination of enrolment or employment at the UPDN .

8.0 External sponsorship, research collaboration with third parties

- 8.1. 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 research agreement.
- 8.2. Any Research agreement with potential IP shall be authorized by the IPAC prior to execution of the agreement.
- 8.3. Persons acting for, and on behalf of, the UPDN shall exercise all due diligence when negotiating agreements and signing contracts that may affect the UPDN 's IP Rights.
- 8.4. In certain cases, it may be beneficial to the UPDN to enter into Research Agreements that are exceptions to the provisions of this Policy with external sponsors of activities related to IP Rights and other third parties.
- 8.5. Depending on the relative intellectual and financial contributions of the UPDN and the third party to the conception of the IP, it may be appropriate for either cooperating party to obtain certain IP Rights and/or share in the revenue generated from its commercialization.
- 8.6. In the absence of such an agreement defined in Paragraph 8.1, it is the policy of the UPDN that IP Rights shall be distributed among the cooperating parties in the proportion that reflects the proportions of contributing to the creation of the IP.
- 8.7. In order to enable the cooperating parties to establish such proportions defined in Paragraph 8.6. and to prevent subsequent disputes, it is expedient that the parties maintain regular, well-documented records of the research activities pursued, signed by all of them.
- 8.8. The research agreement set forth in Paragraph 8.1 shall include, *inter alia* provisions with respect to the following:
 - 8.8.1. IP and associated rights already existing at the UPDN prior to entering into the agreement;

- 8.8.2. IP and associated rights including ownership of IP arising from research activities set out in the agreement, after entering into it;
 - 8.8.3. Confidentiality requirements;
 - 8.8.4. Terms of public disclosure;
 - 8.8.5. Terms of benefit sharing;
 - 8.8.6. Other relevant provisions.
- 8.9. Any confidentiality provision of a Research Agreement aiming at the delay of public disclosure for the purpose of protection should not usually have effect for longer than 12 months, depending on the critical nature of the findings and the time criticalness of the publication, from the time the concerned party is notified of the intent to publish.
- 8.10. Before signing, the full copy of the proposed research agreements and other legal statements concerning the UPDN 's IP Rights shall be submitted to the IPAC of the UPDN for advice and approval before 30 days prior to signing.

9.0 Ownership:

9.1(a) Intellectual properties (IP) and all other intellectual or industrial property rights (IP Rights):

UPDN shall be the owner of all IP and all other IP Rights created by UPDN personnel and/or non-UPDN personnel, associated with any activity of UPDN. There are exemptions in the following situations.

1. Any IP created by UPDN personnel without the use of significant UPDN resources and not connected with the professional/occupational responsibilities for which employed at UPDN, shall be owned by the creator(s).
2. Undergraduate students own all IP created in the normal course of their studies. However the following exceptions shall apply:
 - 2.1 If the IP created as a result of project work which was funded by UPDN funds or third party funds administered by UPDN then the student must agree that the Intellectual Property shall initially belong to the

UPDN and ownership will then be determined in accordance with the terms of the agreement concluded with the UPDN and the third party.

- 2.2 If a student creates Intellectual Property with the significant use of Institute Resources in connection with his or her research activity, he or she will be deemed to have agreed to transfer the IP Rights in such IP to the UPDN as consideration for the use of UPDN Resources.
3. The Institute shall claim ownership of all Intellectual Property created in the course of postgraduate students' research activity.
4. For Intellectual Property and all other IP Rights 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.
5. Non-UPDN personnel, who create Intellectual Property and all other IP Rights at UPDN but without intellectual contribution of UPDN personnel or significant use of UPDN resources, shall be the owner of such invention(s).
6. Under certain circumstances with the recommendation of IPAC, undergraduate students might be able to assign their IP rights to the UPDN in order to take the advantage of the TTO support in protecting and marketing the IP. In such cases students will be treated as researches of UPDN for purpose of benefit sharing under UPDN IP Policy.

The status of "significant use of UPDN resources" and level of connection "with the professional /occupational responsibilities" and level of "intellectual contribution of UPDN personnel" shall be decided based on recommendations made by the IPAC. The final decision with regard to the ownership of the IP shall be made by the Council of the University on recommendations of IPAC.

9.1 (b) Copyrightable Work

UPDN 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. UPDN shall not claim ownership of copyright on books and publications authored by UPDN personnel.

UPDN grants Author's Right to use the teaching material developed by them for their professional and non-commercial work.

9.1(c) Trade Mark(s)/Service Mark(s)

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

10. Disclosures

All Intellectual Property which attract IP Rights should be reported promptly in writing by the creator(s)/Author(s) to the designated institutional officer using the UPDN IP Disclosure Form provided by the UPDN . The disclosure shall constitute a full and complete disclosure of the subject matter of the Intellectual Property and identify all persons participating therein, with a certification of the accuracy of the disclosure.

11.0 Assessment of IP for Protection

The above stated IP disclosure Form would be submitted to the TTO. The TTO shall assess the disclosure in a timely manner and shall make recommendations through IPAC to the Council of UPDN on inter-alia, the patentability of the invention(s), novelty of the design, admissibility of the mark according to the provisions of the Act and this policy.

Based on the recommendations of the IPAC and the council, the TTO shall decide on how to proceed with the securing the relevant IP Right.

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

If UPDN does not take the responsibility of protection of the IP within six (6) months from the Date of Disclosure, the rights to the disclosed Intellectual Properties leading to IP Rights shall be promptly reassigned to the creator(s). The creator(s) may then choose to protect the creative work on their own.

11.1 Filings of IP Applications in foreign countries

UPDN should decide on the suitability of protection of the invention in foreign countries within six (6) months of filing the complete IP Application in Sri Lanka. If UPDN opts not to undertake such protection in any specific country requested by the inventor(s), UPDN shall assign rights of the IP in that country to the inventor(s) for the purpose of such protection at own expense.

11.2 Renewal of IP Rights

A decision on the renewal of IP rights will be taken by IPAC with consultation of TTO and the researches related to the invention. If UPDN decides not to renew the IP Rights in any country, then it will assign the rights of the IP in that country to the creator(s) upon a request to that affects from the creator(s). In case of patents, the process of reassignment will be completed in a period of three months before the due date for its renewal. In all cases where IP rights in any specific country have been reassigned to the inventor(s), UPDN shall not claim any share of proceeds earned through that IP in that country expecting for the costs already incurred by UPDN.

12.0 IP Protection

If UPDN opts to protect the Intellectual Property and secure IP Rights, UPDN shall provide an IP Advisor/Patent Drafting Agent for drafting the IP application as appropriate. UPDN shall pay for access to the relevant IP information databases and other associated costs. The inventor(s) shall conduct IP searches, study the prior art and provide the necessary inputs to assist in the drafting of the IP application. UPDN

shall bear all costs of drafting and filing local IP application. If UPDN chooses to file IP application in other countries, then it shall bear the costs of drafting and filing local IP application. If UPDN chooses to file IP applications in other countries, then it shall bear the cost of application and other associated costs.

13.0 Technology Transfer

UPDN with the assistance of the inventor(s)/designer(s) shall identify potential licensee(s) and strive to market the IP for commercialization. UPDN possess the right to contract with an external organization to market and manage the commercialization of IP. For the IP for which exclusive rights have not been already assigned to a third party, the author(s)/inventor(s) may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care so as not to affect the value of the IP through appropriate agreements such as Non-Disclosure Agreement (NDA) with the potential licensee(s) during technology marketing discussions.

If UPDN is not able to initiate commercialization the IP within twelve (12) months, from the date of filing or the date of granting of the patent, whichever is appropriate, then it may reassign the rights of the IP to the creator(s)/inventor(s) of the IP. Optionally, if UPDN has not been able to commercialize the creative work within above time frame, the creator(s)/inventor(s) may approach the Vice Chancellor to request the assignment of rights of the invention(s) to them.

14.0 Revenue Sharing

The earnings less related expenses from the commercialization of IP owned by UPDN shall be generally shared between UPDN and the Inventor/Author/Designer at the rate of Inventor(s) share: 70% and UPDN's share: 30% and such payments becoming due and payable on receipt of payments from the licensees. Share percentages shall be determined on case-by case basis on the recommendation of relevant IPAC by the UPDN IPAC.

For Intellectual Property(ies) and all other intellectual or industrial property rights (IP Rights) produced during the course of sponsored and/or collaborative activity, the earning shall be shared between UPDN, Collaborative party and Inventor/Author/Designer at the rate of Inventor(s) share: 70%, UPDN's share: 15% and collaborator's share: 15%. These proportions shall be set forth in the written Research Agreement (as mentioned in 8.1). Such payments becoming

due and payable to Inventor/Author/Designer on receipt of payments from the licensees/collaborator.

UPDN's stake of the revenue sharing shall be distributed as;

- Relevant Research Center/Department : 30% - 40%
- Relevant Faculty : 30% - 40%
- Technology Transfer Fund : 30% - 40%

In cases where there is more than one Inventor, the Inventor's share is divided between the Inventors in a proportion which reflects their respective contributions as provided in the signed Invention Disclosure Form.

In certain cases, the Institute 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 IP is licensed or assigned but which is not a spin-off enterprise.

In case of establishing a spin-off enterprise, an individual agreement between the Institute 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 IP and to any funding provided by the Inventor(s), the Institute 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 TTO of UPDN on the recommendation of IPAC.

The Technology Transfer Fund (TTF) shall be used to encourage research and development at UPDN and investing on spin-offs.

Contributions made by active researches can be recognized, encouraged and awarded/rewarded at an annual research commercialization award ceremony organized by UPDN.

15.0 Conflict of interest and confidentiality

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

15.2. It is the responsibility of each Researcher to ensure that their agreements with third parties do not conflict with their obligations to the UPDN 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 UPDN clear to those with whom such agreements may be made, and should ensure that they are provided with a copy of this Policy.

15.3. Researchers shall keep the UPDN's business secret in confidence. In terms of this Policy, *inter alia*, every fact, information, solution or data related to the research carried out at the UPDN, whose public disclosure, or its acquisition or exploitation by unauthorized persons could damage or endanger the UPDN's lawful financial, economic or market interests shall qualify as business secret. Researchers shall, when communicating with third parties, exercise all due diligence regarding confidentiality provisions.

15.4. Should any doubt arise concerning conflict of interest or confidentiality issues Researchers are advised to consult with the IPAC of the UPDN.

15.5. Researchers shall promptly report all potential and existing conflict of interest to the IPAC of the UPDN in order to reach solution satisfactory to each concerned party.

16.0 Identification, disclosure and commercialization of IP

16.1. The Institute 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.

16.2. The TTO is responsible for the protection and commercialization of the Institute's IP in consultation with the Inventor(s).

16.3. Researchers shall be required to present in writing the draft publications containing scientific results to the relevant Head of TTO before publishing them, and shall state in writing that, to the best of their knowledge such works do not contain any results for

which protection may be obtained or which can be exploited in any way.

- 16.4. Copyrighted Works shall be excluded from the disclosing obligation set out in Paragraph 16.3., except for those which were developed in the performance of a sponsored research or other third party agreement.
- 16.5. Inventors shall fully disclose all research activities and results relevant to the IP and provide information about themselves, in particular the percentage of their contribution to the creation of the IP and the circumstances under which it was created. The detailed description of the IP 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.
- 16.6 In case of incomplete disclosure, the form may be sent back to the Inventor(s) requesting for additional information. The date of disclosure shall be the day on which the TTO receives the full disclosure signed by all Inventors
- 16.7. Premature disclosure may compromise the protection and commercialization of IP. To avoid any loss of potential benefits, Researchers are required to make reasonable efforts to identify IP early in the development process and consider the consequent impacts of any public disclosure.
- 16.8. After full disclosure of all relevant information the TTO shall record the IP in its register.
- 16.9. After the date of disclosure, the TTO shall immediately commence the evaluation of the IP. As a first step, a pre-evaluation shall be carried out to identify any major obstacles, which could hinder the protection and commercialization of the IP. Based on the results of the pre-evaluation a recommendation on whether to protect and exploit the IP shall be forwarded to IPAC. Such a recommendation shall be forwarded within 60 days from the date of disclosure. The final decision shall be taken within 120 days from the date of disclosure.

- 16.10. The Inventor(s) shall be informed of the decision within 14 days from the date of decision in writing. If the Institute decides not to commercialize the disclosed IP, then the provisions of Paragraph 8.6. shall apply.
- 16.11. The TTO shall carry out a complete evaluation of the IP with particular attention on possible methods of the protection of the IP and its business opportunities.
- 16.12. The Inventor(s) shall closely cooperate with the TTO, the patent attorney or any other professional experts hired by the Institute. Inventor(s) are required to give reasonable assistance in protecting and commercially exploiting the IP by providing information, attending meetings and advising on further development.
- 16.13. The TTO shall, within reasonable time, commence the process for acquiring legal protection, if needed, and he/it shall proceed with all due diligence to obtain protection. Public disclosure of research results made before obtaining the right of priority concerning a specific IP application, highly jeopardize the proper protection of the related IP Rights. Therefore Inventor(s) are requested to avoid any public disclosure of research results prior to filing such applications. The Institute shall endeavor to avoid undue delays in publications.
- 16.14. The TTO and the Inventor(s) shall jointly determine an appropriate commercialization strategy as part of the evaluation process within 90 days from the date of IPAC decision. The strategy will outline the tasks of each concerned party in the commercialization process and establish deadlines for the specific actions.
- 16.15. The TTO shall be responsible to carry out the commercialization plan and it shall submit specific proposals, such as draft agreements or business plans, to IPAC.
- 16.16. Commercial decisions, such as the ones concerning the terms of an assignment/licensing agreement or establishment of a spin-off enterprise, shall be taken on a case-by-case basis by IPAC, giving due consideration to all circumstances.

16.17. The Institute may decide not to apply for IP protection or may withdraw an unpublished application, if it is more appropriate for the purposes of commercialization to treat the IP as a confidential know-how. In such cases Inventor(s) shall be requested in writing to refrain from any public disclosure of the IP. When choosing this option, however, UPDN shall take the researchers' freedom to publish as well as public interest into account.

16.18. If the Institute decides to discontinue an application, to withdraw it, or not to maintain a granted or registered right, the provisions of Paragraph 6.6. shall apply. Such decisions shall be taken by IPAC.

16.19. Expenses incurring in connection with the protection and commercialization of IP shall be borne by the UPDN.

16.20. During the evaluation and commercialization period, nothing shall be disclosed without executing a Non-Disclosure Agreement (NDA) among all the stakeholders.

17. Recording and maintenance of the UPDN 's Intellectual Property portfolio

17.1. The TTO shall maintain records of the UPDN 's IP in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance of protected IP , and shall, within reasonable time, inform the IPAC of UPDN.

17.2. The TTO office shall maintain accounting records on each IP. He or she shall ensure that the IP be recorded in the accounting records, that any costs incurred be paid in due course and that the revenues from exploitation be distributed.

18. Infringements & Liability

UPDN shall retain the right to engage or not in any litigation concerning IP Rights. UPDN shall ensure that Inventors provide and indemnity as to the correctness of the initial declaration of the research findings to UPDN.

UPDN shall also ensure that an indemnity clause is included to protect UPDN and creator/inventor from any resultant claims for

damages or other causes in the agreements with licensees) in transferring technology or copyrighted material to licensees.

19.0 The process and policy on Resolution of any dispute

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

[End]