



Koneru Lakshmaiah Education Foundation

(Deemed to be University estd. u/s. 3 of the UGC Act, 1956)

Green Fields, Vaddeswaram, Guntur Dist., A.P., India, 522 502

www.kluniversity.in



Intellectual Property Rights (IPR) Policy

INTELLECTUAL PROPERTY RIGHTS POLICY

Preamble: KL Deemed to be university was established in 1980-81, as K L College of Engineering, which was upgraded to KL College of Engineering Autonomous in 2006 by UGC, and was declared as a Deemed to be University in 2009 by UGC, MHRD Govt.of India. In 2012 as a Deemed to be University the institution was accredited by NAAC with A Grade and later in 2018, was re-accredited by NAAC with A++ grade. In 2019 UGC, MHRD declared this intuition as Category I Institution. In 2019 University secured 50 NIRF rank in the category of University, 52 in the category of Engineering College.

The institute remains indebted to leadership of our late co-founder Er. Koneru Lakshmaiah and our Founder Er. Koneru Satyanarayana, both of whose vision has helped in creating this abode of learning, which has emerged as one of the elite institutes of the nation.

K L Deemed to be University is situated in a spacious 100-acre campus, with a built up area of over 20,00,000 Sq Ft., on the banks of Buckingham Canal of river Krishna, the campus is eight kilometers from Vijayawada city. Built within a rural setting of verdant green fields, the institute is a virtual paradise of pristine nature and idyllic beauty. The campus has been aptly named “Green Fields” and the splendid avenue of trees and gardens bear testimony to the importance of ecology and environment. The campus ambience is most befitting for scholastic pursuits.

The new off campus, has come up in 2017 at Hyderabad, Moinabad, Aziznagar Road, near TSPA Junction, on the road leading to Chilkur Balaji temple, with a built up area of 10, 00,000 Sq.ft, which is temporary campus, and the permanent campus is being made ready at Bachupally.

Vision: Our vision is to be a globally renowned research and knowledge-driven institution.

Mission: The mission of the KL University is to serve the citizens of India and the world through excellence in teaching, research, applying knowledge, imparting values, stimulating creativity, igniting innovation and grooming leaders who will aspire to enrich the present and future generations.


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Vice Chancellor

Purpose:

The purpose of the IPR policy is to:

- I. Encourage, promote, facilitate and safeguard scientific inquiry, research outcomes and the innovations of the faculty, researchers and students.
- II. Create an environment which fosters the creation and development of IP through research and innovations.
- III. Provide a clear understanding of the rights and responsibilities of the faculty, staff and students to safe guard their intellectual property.
- IV. Establish an IPR management policy and procedural guidelines for conversion of knowledge to wealth.
- V. Enable to utilize the IP of all the stake holder of the university so as to confer maximum benefit to the inventors and the society at large.

Objectives:

The IPR policy of the Institute aims to:

1. To implement IP management practices within the university so as to promote IPR awareness and culture among its faculty, staff and students.
2. To protect the IP generated by the faculty, staff and students during the tenure of their employment/engagement at the university and generate wealth through IP licensing.
3. Provide a comprehensive single window reference system for all IPR related issues.

Scope:

This policy covers all the rights arising from the intellectual property owned by the faculty members, staff, students, research scholars (both FT and PT), persons employed in sponsored research and consultancy projects/services and visiting scientist/ professors/professionals who participate in teaching and research work being carried out at the university. The IP includes discoveries and innovations arising from academic research which includes but not limited to patents, designs, copyright, know-how and undisclosed information.


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Definitions:

- I. Intellectual Property (IP) is an intangible knowledge product and shall mean and include -all results, conclusions, deductions, inventions, ideas, improvements, discoveries, enhancements, solutions, processes, modifications, know-how, data and information of every kind and description conceived, generated, made, or reduced to practice as the case may be, designs, software programmes, genetically engineered microorganisms, business models and copyrightable work -resulting from the intellectual output of the faculty, staff, students, research scholars and other employees of the university. IP is, thus, an outcome of the university supported research or sponsored research, industrial consulting or other forms of joint research and development work.
- II. Intellectual property Rights (IPR) means the rights derived from the IP e.g. Patents, registered designs, copy right etc.
- III. Background information means technical information and know-how owned or controlled by the partners of a collaborative Research and Development programme before the start of the programme, in the same field as the subject matter of the programmer or in related fields as necessary for the execution of the programme.
- IV. Background intellectual property means the intellectual property owned or controlled by the partners of a collaborative Research and Development programme before the start of the programme, in the same field as the subject matter of the programme or in related fields and necessary for the execution of the programme.
- V. Foreground intellectual property means the intellectual property generated during the course of a collaborative Research and Development programme.
- VI. University Personnel in this policy document includes all the faculty members, staff, students, research scholars (FT and PT), visiting scientists, professors and other professionals who are hired either on full-time/ part-time basis.



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Technology Transfer:

- I. The university shall take all necessary steps for the commercial exploitation of the IPR obtained either in its name or jointly with other agencies, to the fullest possible extent that is reasonably practicable, without undue delay. The marketing of the IPR will be done under the agreements involving technology transfer, licensing (exclusive or non- exclusive) and revenue sharing models.
- II. The university shall try to identify the potential licensee(s) for commercial exploitation of the IP to which it has absolute ownership. In case of joint ownership, the university will offer the first right to commercially exploit the joint IP, whether or not the same has been formally protected by patent(s). The licensing in this case would involve payment of a lump sum in the beginning as technology transfer fee and payment of royalty from the first date of the commercial exploitation for mutually agreed period. If the collaborator refuses to exercise this option, the university will proceed to commercialize the IP in a manner that it deems to be fit.
- III. In the event of the other collaborating organization/industry not undertaking the commercial exploitation within a period of two years from the first date of development of technology, the university reserves the right to license the use of IP to a third party.
- IV. To promote and encourage entrepreneurial activities by its staff, the university may reassign, under an agreement, its ownership of an intellectual property to the inventor(s) or creator(s) of the property, who opt to market, protect and license it on their own with minimal involvement of the university. The fees to be paid to the university by the assignee consist of all patenting and licensing expenses and appropriate amount of royalties, equity or other value received by the inventor(s) or creator(s).
- VI. The university shall endeavor to exploit the IP either by itself or by commissioning a Technology Management Agency to bring to fruition the IP produced by its personnel. The inventor(s)/creator(s) may seek the university to assign the rights to them after a certain holding period.



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Revenue sharing:

The revenue accruing out of the commercial exploitation of IP (i.e. the technology transfer fee and subsequent royalty payments) would be shared appropriately between the inventor(s) and the University. Currently this ratio is 60:40. Where the university reassigns the right to IP to its inventor(s)/creator(s), he/she/they shall reimburse all the costs incurred by the Institute, which includes protection, maintenance, marketing and other associated costs.

Infringements, Damages, Liability and Indemnity Insurance:

As a matter of policy, the university, in any contract between the licensee and the university, seek indemnity from any legal proceedings including but not limited to manufacturing defects, production problems, design guarantee, up gradation and debugging obligation. The university personnel shall have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees. The university shall retain the right to engage or not in any litigation concerning patents and license infringements.

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 inventor(s) have a stake shall be subject to the approval of the university.

Dispute Resolution:

In case of any disputes between the university and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Registrar of the University. Efforts shall be made to address the concerns of the aggrieved party. The Vice Chancellor`s decision in this regard shall be final and binding.


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