



## CINEC Campus (Pvt) Ltd

Winner of 'World Class' – Global Performance Excellence Award – 2012 – Education Organization

Winner of International Asia Pacific Quality Award -2010 – Best in Class – Education Organization

Winner of Sri Lanka National Quality Award – 1999 – 2004 – 2009 – 2014

Approved for Quality Management System

# INTELLECTUAL PROPERTY POLICY: CINEC CAMPUS (PVT) LTD

## 1. OWNERSHIP OF IP AND RIGHTS OF USE

### 1.1 PREAMBLE

Intellectual property (IP), and the rights associated with them, Intellectual Property Rights (IP Rights) reinforce the relationships, projects, partnerships, collaborations and contracts that the CINEC Campus (Pvt) Ltd (Hereafter will be stated as CINEC) enters into with employees, students and third parties. In this policy the term 'Intellectual Property' relates to the invention or creation of the intellectual asset.

Section 28(1) of the Universities Act of 1978 (Sri Lanka)<sup>1</sup> establishes each university as a separate legal entity, with broad powers to acquire IP. Further this policy is linked to the Intellectual Property Act, No. 36 OF 2003<sup>2</sup> of Sri Lanka which provides the law relating to intellectual property and for an efficient procedure for the registration, control and administration.

This Intellectual Property Policy is owned by CINEC and its rights of use applies to all Staff Members, Students and Visitors who participate in Innovations, Research Projects or produce Scholarly Work. Rights and obligations under this Policy shall not survive any termination of employment, enrolment or Appointment at the Institution. Employees of CINEC will not be bound by the IP policy upon termination of employment unless especially covered by the IP policy under specific circumstances.

### 1.2 IP RIGHTS

IP Rights of this policy are the proprietary rights that may be granted for patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in designs, rights in computer software, database rights, rights in confidential information and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

## 2. SCOPE OF THE POLICY

This Intellectual Property Policy of CINEC HIE applies to all IP generated at the Institution, in particular by Staff Members, Students and Visitors.

### 2.1 IP CREATED BY STAFF MEMBERS

#### 2.1.1 Institution ownership

The Institution owns all IP created by a Staff Member:

- a. in the course and scope of his/her employment; or
- b. making Substantial Use of the Institution's resources.

<sup>1</sup> [http://www.commonlii.org/lk/legis/consol\\_act/u383222.pdf](http://www.commonlii.org/lk/legis/consol_act/u383222.pdf)

<sup>2</sup> <https://www.wipo.int/edocs/lexdocs/laws/en/lk/lk004en.pdf>

### **2.1.2 Staff Member ownership**

Staff Members will own/co-own the IP they have created when such IP:

- a. is outside the course and scope of their employment and without Substantial Use<sup>3</sup> of the Institution's resources;
- b. vests in Scholarly Works in certain academic/scholarly material, such as: Journal articles, conference papers, presentations etc; Notes for employees' personal use (not including laboratory notebooks); Theses and dissertations; Works of Art, novels, poems etc; or Books.
- c. [Option: Other IPRs, as required by national law, or for which the Institution cannot or does not wish to claim ownership and the Institution has already communicated such in writing].

### **2.1.3 IP emanating from Research Contracts.**

In the absence of provisions to the contrary in any national law, the terms of the Research Contract will regulate ownership of IP created by Staff Members in the course of a Research Project that forms part of a Research Contract.

### **2.1.4 Appointment of Staff Members at another Institution.<sup>4</sup>**

It is the responsibility of each Staff Member that holds an honorary or other academic or research appointment at another institution (Host Institution) to bring to the attention of the Host Institution, his/her obligations in terms of Intellectual Property Policy of CINEC, prior to the tenure at the Host Institution. To the extent that the Host Institution's IP Policy makes a claim on IP created by the Staff Member pursuant to such appointment, the Staff Member shall ensure that the Host Institution negotiates a suitable IP arrangement with CINEC.

## **2.2. IP CREATED BY STUDENTS**

### **2.2.1. Institution ownership.**

IP emanating from a Student's Research Project shall be owned by the Institution in the following circumstances:

- a. if the IP is created by making Substantial Use of the Institution's resources (excluding supervision) and there is no re-imburement agreement concluded between the Institution and the Student; or
- b. if the Research carried out by the Student forms part of the Institution's Research Projects.

### **2.2.2 Student ownership.**

IP created by a Student in the course of study at the Institution (including theses, dissertations and other Scholarly Works) will be owned by the Student. This is in contrast to IP created by a Student in a Research Project, as per Article 2.2.1 above.

### **2.2.3 Theses or dissertations.**

- a. [Option 1] The Student must submit his/her final thesis or dissertation to the Institutional repository.
- b. [Option 2] The Student must grant a royalty-free licence to the Institution to reproduce his/her thesis or dissertation and to distribute copies thereof to the public.<sup>5</sup>

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<sup>3</sup> Use will be deemed not Substantial if minimal overhead costs have been incurred by CINEC (such as the use of office space, the library, facilities or traditional desktop computers); only a minimal amount of time has been spent using significant Institution facilities; or the IP has been written or developed in the personal (unpaid) time of the Creator.

<sup>4</sup> This means that such Staff Members are a visitor at another institution.

<sup>5</sup> The Rules of CINEC generally require, as a condition of enrolment, that the Institution reserves the right to retain the original or copy of any theses, and a license as described in Article 2.2.2. Reference should be made to the applicable Rules. Such retention does not affect any copyright or other IP right that may exist in such theses.

#### **2.2.4 IP emanating from Research Contracts.<sup>6</sup>**

The terms of the Research Contract shall regulate the ownership of IP created by a Student in the course of such Research Contract.

#### **2.2.5. Institution ownership responsibilities.<sup>7</sup>**

If CINEC is the owner of IP created by a Student, in terms of Article 2.2.3 or Article 2.2.4, and hence created in terms of a Research Project or Research Contract, respectively, CINEC shall:

- a. provide the Student with an explanation of the reasons for the assignment of IP rights to the Institution;
- b. advise the Student to seek independent advice regarding the assignment;
- c. obtain a deed of assignment from the Student for all IPRs emanating from the Student's Research Contract or Research Project, where relevant, in return for revenue sharing as provided for in Article 10; and
- d. withdraw the Student from the Research Project or Research Contract if a Student elects not to assign the relevant IPRs to the Institution.

#### **2.2.6. Bursaries/scholarships**

An external party that grants a bursary or scholarship to a Student may elect to own the IP created by that Student in the course of his/her study at CINEC provided the Student and CINEC have consented to the assignment of IP ownership in writing and such consent is not contrary to any applicable local or national law.

#### **2.2.7. Student Owned IP.**

CINEC HIE may, upon agreement, provide Commercialization services to Students for their IP.

[Option 1: In this event, Students may be required to assign their IP to the Institution and will be afforded the same rights and obligations as Staff Members under this Policy].

[Option 2: In the absence of an assignment of the IP to the Institution, the Students and CINEC may agree on the specific Commercialization services required], [Option 2a: at no cost to the Student;] [Option 2b: in exchange for an agreed fee being paid to the Institution] [Option 2c: or sharing of Commercialization revenues accruing to the Students].

### **2.3. IP CREATED BY VISITORS**

#### **2.3.1. Institution ownership**

Unless otherwise agreed to in writing by CINEC HIE and the Visitor's home institution prior to the tenure at the Institution, Visitors are required to assign to the Institution any IP:

- a. created in the course and scope of their Assignment or project at the Institution; or
- b. created by making Substantial Use of the Institution's resources.

#### **2.3.2. Institution IP**

On departure from the Institution, a Visitor must sign and submit to CINEC HIE an IP Disclosure form disclosing any IP created, as per Article 2.3.1, whilst at the Institution.

### **2.4. SPECIAL RULES FOR COURSE MATERIALS**

#### **2.4.1. Institution ownership**

CINEC will own the IP in Course Materials created by a Staff Member or a Visitor.

#### **2.4.2. Licensed by the Institution**

CINEC grants the Creators of Course Materials a royalty-free, non-exclusive license to use the Course Materials created by them for teaching and Research purposes at the Institution.

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<sup>6</sup> That is, if the Student is participating in a Research Project under a Research Contract between CINEC and an external entity or research sponsor.

<sup>7</sup> See also Article 3.4.2 of this Policy.

## **2.5. SPECIAL RULES FOR SCHOLARLY WORKS**

### **2.5.1 Publications**

CINEC recognizes and endorses the rights of Staff Members, Students and Visitors to publish their Scholarly Works, provided that any Scholarly Work which may disclose any possible Institutional IP shall first be cleared by CINEC.

### **2.5.2. Institutional repository**

Staff Members, Students and Visitors should endeavour to obtain publishers' permission to include published Scholarly Works in the CINEC repository.

### **2.5.3. Licensed to the Institution**

Staff Members, Students<sup>8</sup> and Visitors shall grant to the Institution a non-exclusive, royalty free license to use their Scholarly Works for CINEC's [administrative, promotional,] Research and teaching purposes.

## **2.6. MORAL RIGHTS**

### **2.6.1 Recognition**

The Institution undertakes to respect and protect the moral rights which copyright law confers on Authors of copyright works.<sup>9</sup>

### **2.6.2 Rights granted**

The Institution acknowledges that moral rights vest in Authors of copyright works irrespective of the copyright ownership thereof and include:<sup>10</sup>

- a. the right of attribution of authorship in respect of the copyright works;
- b. the right not to have authorship of the copyright works falsely attributed; and
- c. the right of integrity of authorship in respect of the copyright works.

### **2.6.3. No waiver**

The Institution will not require Staff Members, Students or Visitors to waive their moral rights as a condition of employment, enrolment, appointment or funding.

## **2.7. PUBLIC DOMAIN**

### **2.7.1. Public Domain**

CINEC IP forms part of the Public Domain in the following circumstances if a Research Contract provides that the Research results be placed into the Public Domain.

### **2.7.2. Release into the public domain**

CINEC will release IP into the Public Domain in the following circumstances:

- a. where it is deemed to be in the public interest;
- b. if the IP has low commercial or other development potential and low prospects of fostering the development of new products or services; or
- c. if deemed necessary by the Institution.

## **3. COMMERCIALIZATION OF IP**

### **3.1 Determination of the Commercialization Strategy**

Within of the decision to protect or Commercialise the IP of CINEC will determine, with input from the Creators, the most appropriate Commercialization strategy.

### **3.2. Assistance to CINEC**

Creators of IP which has been selected for IP protection and Commercialization by the Institution must provide CINEC with all reasonable support in the assessment, protection

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<sup>8</sup> This obligation can be enforced against Students through a provision in the Student registration form in terms of which the license is granted to the Institution.

<sup>9</sup> This article must be adapted in accordance with Sri Lanka law.

<sup>10</sup> The list of rights granted needs to be adapted to the moral rights recognized in Sri Lankan laws.

(including preventing premature disclosure and execution of any documents including deeds of assignment and deeds attesting to creatorship), and Commercialization of the IP.

### **3.3. Sovereignty and Cooperation**

CINEC shall have the sole discretion regarding the Commercialization of IP owned by it. Notwithstanding, the Institution will ensure that reasonable efforts are made to keep the Creators informed and, where appropriate, involved in the Commercialization of the IP to which they contributed. The Commercialization of Institution IP will be planned, executed, and monitored by CINEC.

### **3.4. Commercialization Pathways**

Modes of IP Commercialization may include:

- a. license, either exclusive or non-exclusive, and variations thereof [**Option:** Preference for licensing to small and medium sized companies or businesses];
- b. formation of a Commercialization Entity to which the IP is licensed or assigned in terms of this Policy;
- c. joint ventures;
- d. royalty free access on humanitarian or other grounds; or
- e. various combinations of the above.

### **3.5 Guidelines**

Regardless of the mode of IP Commercialization, the transaction will be executed in a contract which:

- a. protects the interests of the Institution, its Staff Members, Students and Visitors;
- b. retains rights for the Institution to use the IP for educational and research purposes;
- c. assures that the IP will be utilized in a manner which will serve the public good;
- d. assures that the IP will be developed and brought to the marketplace as useful goods and services; and
- e. prohibits the “shelving” or “mothballing”<sup>11</sup> of the IP or its use in any illegal or unethical manner.

**3.6** The Institution will endeavour to Commercialize IP in a manner that enhances local, regional, and national economic development.

## **4. IP PORTFOLIO MAINTENANCE**

### **4.1 Recording and monitoring**

CINEC shall maintain records of the Institution’s IP in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance or annuity fees of protected IP, and shall, within a reasonable time, inform the person or department designated to make such payments.

### **4.2. Accounting**

CINEC shall maintain income/expense accounting records on each IP so that revenue sharing allocations can be calculated.

## **5. AMENDMENT**

### **5.1 Revision**

The CINEC Policy may be amended at any time by a decision of the IP Committee. In this case:

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<sup>11</sup> Shelving or mothballing of academic IP refers to IP and invention disclosure bundles that remain unexplored, unlicensed or unused.

- a. all IP disclosed on or *after* the effective date of such amendment shall be governed by the Policy as amended; and
- b. all IP disclosed *prior* to the effective date of the amendment shall be governed by the Policy prior to such amendment, provided that the provisions of the Policy (as amended) shall apply to all IP licensed or otherwise Commercialized on or after the effective date of any such amendment regardless of when the IP is disclosed.

**6. DATE OF IMPLIMENTATION**

The IP Policy of CINEC will commence with effect from ..... (day).....  
(month) ..... (year).

**7. REVISION/ CHANGE**

The policy can be Revised/ Changed by a decision of the IP Committee subject to the conditions in Section 5.1.

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