



BLDE

(DEEMED TO BE UNIVERSITY)

Declared as Deemed to be University u/s 3 of UGC Act, 1956

The Constituent College

SHRI B. M. PATIL MEDICAL COLLEGE, HOSPITAL AND RESEARCH CENTRE

BLDE(DU)/REG/PIPP/2018-19/ 2509

March 30, 2019

NOTIFICATION

On recommendation of 27th Academic Council meeting held on 13th October, 2018 and on approval of the Hon'ble Vice-Chancellor vide order no. 1296 dtd. 7th January, 2019 the following Academic Integrity Policies have been notified as follows:

1. Policy on Intellectual Property and Patents

The policies will be implemented with immediate effect.

**REGISTRAR
REGISTRAR**

**BLDE (Deemed to be University)
Vijayapura-586103. Karnataka**

Copy to:

- The Dean, Faculty of Medicine and Principal
- The Vice Principal
- The Controller of Examinations
- The Chairperson, Ph. D. Committee
- The Dean, R & D
- The Dean, Student Affairs
- The Prof. & HOD, Pre, Para and Clinical Departments
- The Senior Librarian
- The Co-ordinator, IQAC
- The Co-ordinator, Dept. of Medical Education
- The Member Secretary, Ph. D. Committee
- PS to the Hon'ble Vice-Chancellor



BLDE (DEEMED TO BE UNIVERSITY)

POLICY ON INTELLECTUAL PROPERTY / PATENT

OBJECTIVE:

The BLDE (Deemed to be University) for the benefit of society, faculty BLDE (Deemed to be University) makes every possible effort to encourage and support its faculty and students in securing commercial development of intellectual property resulting from their research work.

PERSONS COVERED:

This policy governs all persons at the University, including full- and part-time faculty, visiting faculty, students (both undergraduate and graduate) and PhD scholars.

INTELLECTUAL PROPERTY:

Intellectual property of BLDE (Deemed to be University) includes not only inventions, discoveries, creations, or authored works which may be protected legally, such as patents and copyrights, but also the physical or tangible embodiment of the technology (Tangible Research Property -TRP), such as biological organisms, or computer software.

INTELLECTUAL PROPERTY AGREEMENTS:

Faculty member involved in research must execute IPA before initiation of research work, which is a potential discovery or invention. The University requires all the faculty of the University, including those who participate in an internally or externally sponsored research program at the University to execute an Intellectual Property Agreement (IPA). Each constituent colleges and department is responsible for securing execution of the IPA at the outset of the individual's employment or other association with the University. The completed forms should be forwarded to prior to the time that the individual begins research work. Patent applications for discoveries and inventions are coordinated through the responsibility of the individual constituent college.

CONTROL OF TANGIBLE RESEARCH PROPERTY (TRP):

Control over the development, storage, distribution, and use of Tangible Research Property (TRP) is the responsibility of the principal investigator(s) if the research giving rise to the TRP was externally sponsored, and of the department Head if the research was not externally sponsored, but significant University resources were used in the development.

COMMERCIAL VALUE:

Whenever TRP has potential commercial and scientific value, persons controlling that TRP should seek guidance from the University to make it available for scientific use without diminishing its commercial value or inhibiting its commercial development.

COMMERCIALIZATION:

Costs associated with commercialization, such as securing patent or copyright protection, are the ultimate responsibility of the individual college or department of the inventor. After consultation with the inventor(s) the Dean/Head may submit the disclosure to third party firms for review, evaluation and possibly filing of patent applications or other legal protection. If such third party commercialization entity accepts a disclosure for development, the University may enter into contractual and financial arrangements with the third party to commercialize the technology and return a share of any financial reward from such commercialization to the University. If such financial reward is generated, and income is returned to the University, the income will be distributed according to the royalty distribution rules in effect at the time the agreement was signed. Royalties received by the University will be distributed to inventors, departments and constituent colleges.

TRADE SECRETS:

Commercial enterprises which sponsor or are otherwise involved in University research may seek to protect their trade secrets with agreements requiring the maintenance of confidentiality. The University will not generally enter into such agreements involving University research because of the resultant conflict with the University's policies of requiring the free and open publication of academic research.

A handwritten signature, possibly reading "G. S.", is centered on the page.

APPENDIX – I

BLDE (DEEMED TO BE UNIVERSITY) VIJAYAPUR

Intellectual Property/ Patent Policy Acknowledgement & Agreement

I understand that BLDE (Deemed to be University) has an Intellectual Property/ Patent Policy that applies to inventions made under University auspices. In order to facilitate compliance with the terms of patent policy, I agree as follows:

1. I will abide by the BLDE (Deemed to be University) Patent Policy, including any amendments to it adopted from time to time, and I will execute any assignments or other documents necessary to comply with its terms.
2. If in the course of research conducted under University auspices, as defined by the Patent Policy, I make any invention, I will provide to the University a written disclosure of the invention, I will and hereby do assign to University my rights in that invention as provided by the Intellectual Property / Patent Policy and I will cooperate with that University in the preparation of any patent applications.
3. I do not have any consulting or other agreement with any third person or organization which grants rights that are in conflict with this agreement, nor will I knowingly enter into any such agreement.

Date: _____

Signature: _____

Name: _____

Department: _____

Designation: _____

Address: _____



APPENDIX –II
BLDE
(DEEMED TO BE UNIVERSITY)
VIJAYAPUR

RESEARCH/ PATENT AGREEMENT TEMPLATE:

This Agreement is made between BLDE (Deemed to be University) VIJAYAPUR and _____ a faculty of BLDE (Deemed to be University) employed at _____, hereinafter referred to of the First Part, and BLDE (Deemed to be University) VIJAYAPUR referred to as Second Part and collectively referred to herein as 'Parties'.

Whereas the first party includes Principle Investigator/Co Investigator/Project Investigating team/ Inventors.

Whereas both Parties hereto have agreed to jointly work on projects in topics of mutual interest and to patent the product as defined below and develop products under terms and conditions mutually agreed upon by the parties and whereas the parties desire to record the broad terms and conditions that are jointly accepted and agreed to in this Agreement as contained hereunder.

DEFINITION:

- (a) 'Projects' shall mean and include the individual Projects under the Agreement, the terms and conditions for execution of each of which shall be jointly agreed upon, in writing.
- (b) 'Principal Investigator' shall mean the individual, employee of BLDE (Deemed to be University) having the responsibility of conducting and supervising the Project(s) under this agreement.
- (c) 'Co-Investigator' shall mean the individual(s) participating in the Project(s) under the supervision of Principal Investigator, including, but not limited to, students, employees, representatives, and agents.
- (d) 'Project Investigator Team' shall comprise the Principal Investigator and the Co-Investigators participating in the Project(s) under this agreement.
- (e) 'Products' shall mean the results and other deliverable generated a result of work to meet the objectives of the Projects.
- (f) "Patent" shall mean the invention or process protected by this right.

AREAS OF AGREEMENT:

The parties agree to collaborate in the following said items/areas:

- a. Tangible Research Property. property/Patent/Copy rights
- b. Result/ Invention/Discovery of Research.
- c. Intellectual
- d. Technology licensing-related transactions.
- e. Commercialization and trade.



ASSIGNMENT:

The parties hereto shall not transfer or assign any of their rights and obligations under this Agreement to any other party without obtaining prior consent in writing from other Parties hereto.

TERM / DURATION:

This Agreement shall be initially valid for a period of ____ years from the date of signing of this agreement. The parties may extend the term of this Agreement for additional periods as desired under mutually agreeable terms and conditions which shall be reduced to writing and signed by the Parties.

TERMINATION:

Any of the parties may terminate this Agreement by serving a written notice on the other Parties ____ months prior to the intended date of termination provided that the termination by either of the parties shall not relieve that party of its obligations accrued prior to such termination.

NOTICES:

All communications by first party involving financial, administrative and other matters shall be sent to Registrar, BLDE (Deemed to be University) VIJAYAPUR. Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any, shall be subject to resolution by a panel consisting of the Registrar and Dean who shall represent the University and faculty/ Inventor(s) IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respect; hands and seal on the day, month and year first herein above mentioned.

FOR ON BEHALF OF
BLDE (DEEMED TO BE UNIVERSITY)

FOR ON BEHALF OF FACULTY

A handwritten signature in black ink, appearing to be a stylized 'S' or 'J' with a vertical line through it.



BLDE (Deemed to be University)

CONSULTANCY POLICY

Registrar

BLDE (Deemed to be University)
VIJAYAPURA-586103, Karnataka, India
Tel:+91-8352-262770,Fax:+918352-263303

E-mail: registrar@bldeuniversity.ac.in & research@bldeuniversity.ac.in, deanrd@bldeuniversity.ac.in
2015


REGISTRAR
BLDE (Deemed to be University)
Vijayapura-586103. Karnataka

Table of Contents

Sl.No.	Contents	Page No's
1	Introduction	01
2	Definition & Scope of the Policy	01
3	Permitted level of Consultancy	02
4	University Authority and Arrangements	04
5	Invoicing and Opening of Consultancy Account.	05
6	Contractual Requirements	05
7	Terms & Conditions	06
8	Approval Authority	06
9	Recording activity	07
10	Contact Details	07
11	Tax & National Insurance	07

1. Introduction:

- 1.1** The importance of the staff of the Institution/University undertaking consultancy works from outside organizations or individuals is recognized by the University. The consultancy work is an important link for the development of productive and growing relationship between University and outside organizations. Consultancy activity with the BLDE University is associated with other contractual relationships, including agreement for services, research etc., It is therefore, the University policy to encourage the staff to engage in consultancy services wherever suitable and in a manner that is consistent with contractual responsibilities.
- 1.2.** This Policy is intended to provide the information required to undertake consultancy work in accordance with the University's approved procedures.
- 1.3.** University staff members should also be aware of its financial and legal regulations.

2. Definition and Scope of the Policy:

Consultancy: The University utilizes a broad definition of what constitutes consultancy. It's necessary elements are:

- 2.1.1.** Consultancy is work of professional nature, undertaken by University staff in the field of their expertise for the clients outside the Institution for which some financial return is provided.
- 2.1.2.** Unlike research its prime purpose is not the generation of new knowledge.
- 2.1.3.** Consultancy will provide some form of contracted output which may be partly or wholly owned by the client.
- 2.1.4.** The University normally does not have freedom of publication of the results of consultancy.

2.1.5. It is governed by short term contracts making minimal use of University Resources and involves extra work for existing staff rather than the employment of new staff.

2.2. Consultancy for the Institutions/ Organizations owned by the University or in which a member of staff may have an interest are also included within the scope of this policy. Staffs are advised to ensure that they comply with the University's no conflict of interest policy (Included in SOP) while undertaking the work for such Institutions/Organizations.

2.3. Excluded from the above definitions: This policy does not apply to those activities, paid or unpaid, which are helping forward for the scholarship or general dissemination of knowledge, such as:

2.3.1. Authorship of royalties from the publication of the books.

2.3.2. Service on public sector or charitable committees.

2.3.3. External examiner duties.

2.3.4. Educational tours and conference presentations or attendance.

2.3.5. Editorship of academic journals or the publication of academic articles.

2.3.6. Research and consultancy activity funded from University's internal resources.

2.4. Staff should seek advice from the Head of Institution if they are unclear about whether their proposed work constitutes consultancy. The Dean (R&D) will provide necessary help to the Head of the Institution in reaching a decision about the nature of a particular work, but final decision should be with Vice-Chancellor of the University.

3. Permitted level of consultancy:

3.1 The policy focuses on contracts related to research and consultancy activities. eg:

Collaborations, services, grants, joint ventures, Clinical trials, etc. However, other related contracts such as confidentiality agreements, licenses, exchange of biological material and

facilities access agreements should also be processed through Research and Development.

3.2. The staff of the Institution/ University is permitted to undertake up to 30 working days of consultancy activity per academic year with approval of Head of the Institution.

4. University Authority and arrangements:

4.1. All consultancy services must be approved by the Vice-Chancellor or Dean or Sub delegated authority subject to the provisions of consultancy documents.

4.2. Provision of the services by the University subject to following conditions-

- Criteria set out in BLDE (Deemed to be University)'s policies on consultancy, financial and legal liabilities, health- safety and ethical conduct must meet with wherever this is appropriate.
- Consultancy services are fully charged according to the best University consultancy policy.
- For consultancies, the principal investigator/project coordinator/co-investigator will be paid (60%) of the incentives payable to him/her and balance (40%) shall be retained with parent Institution.
- The maximum limit for any faculty shall be Rs.15 Lakhs per year.

Of the 40% retained by the Institution, 60% shall be credited to the department's account maintained by the Head of the Institution and remaining 50% shall be added to the Institutional corpus or any staff development work *(to be finalized by the Registrar in constitution with the Vice-Chancellor of the University).*

5. Invoicing and Opening of Consultancy Account:

5.1. Consultancy accounts can be opened by the authorization from Vice-Chancellor.

5.2 Those with sub delegated authority can open consultancy accounts provided all relevant information is made available.

6. Contractual requirements:

6.1. The BLDE (Deemed to be University) is liable for the actions of its employers during work related consultancy even if the actions or activities are not covered by an agreement involving the University. The University, therefore, strictly prohibits staff from entering into work related consultancy arrangements with outside agencies without approval from Head of the Institution.

6.2. Staff involved in non-work related consultancy must not use the BLDE University's name to endorse this activity without prior written approval from the Head of Institution and Dean (Research & Development).

6.3. Terms and Conditions- The University has adopted standard contract terms and conditions and recommends that these are used.

- The Head of the Institute can authorize and can temporarily stop any work that is undertaken under the University's standard term.
- A copy of the finalized contract must be forwarded to the Dean (Research & Development) office together with signed financial disclosure/agreement.
- The Office of the Dean (Research & Development) will keep a record of the information on a consultancy project and arrange for the appropriate information to be sent to finance office to enable invoice(s) to be raised.
- The office of the Dean (Research & Development) must be involved in the correct negotiations and will advice the Head of the Institution on key issues arising from the terms of the contract where these issues are considered problematic.
- Approval of the Head of Institute will be sought prior to final discontinuation of work by an authorized individual from R & D office.
- A fully signed financial disclosure/arrangement must be available.
- Staff is recommended to involve the R & D office in the processing of consultancy as early as possible so that any issues with the contract can be highlighted and where possible either resolved or mitigated.

7. Approval authority: Vice-Chancellor.

All the consultancy activities must have final approval from Vice-Chancellor.

8. Details of the dates of approval:

8.1 Policy approval date:

8.2. Policy effect from:

9. Recording activity:

9.1. All staffs are required to record their consultancy activity with the office of Dean (R&D).

9.2. Original copies of the contracts and Finance disclosure must be forwarded to the office of Dean (R & D) for the University records and for processing by the finance office.

10. Contact Details:

11. Tax & National Insurance:

Finance office will help both employer & employees for statutory deduction of income tax and National Insurance based upon total amount included in the proposal. The staff will receive the net amount.