



**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 27<sup>th</sup> Academic Council meeting held on 13<sup>th</sup> October, 2018 and on approval of the Hon'ble Vice-Chancellor vide order no. 1296 dtd. 7<sup>th</sup> 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 mark, possibly a signature or initials, consisting of a stylized 'G' or 'S' shape with a vertical line extending downwards.

## 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.