

FNU INTELLECTUAL PROPERTY AND RESEARCH COMMERCIALISATION POLICY

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This IP and Research Commercialisation Policy have been developed from Open Educational Resources (OER) [Intellectual Property Policy Template for Universities and Research Institutions](#) provided by WIPO.

1.0 Purpose

The purpose of the FNU Intellectual Property and Research Commercialisation Policy is to encourage staff, students, and visitors to originate, develop, and commercialise Intellectual Property (IP). The IP commonly consists of patents, copyrights, trademarks, and trade secrets. In principle, this policy guides the university and the originator of the IP in identifying, managing, and protecting their legal rights. The policy also establishes clear rules and procedures for the management and commercialisation of IP generated at FNU.

This policy is guided by the Copyright Act 1999, Trade Marks Act Chapter 240, and Patents Act Chapter 239 of The Laws of Fiji.

2.0 Organisational Scope

This is a University-wide policy that includes all FNU academics and professional staff, HDR candidates, and external researchers undertaking research at FNU.

3.0 Definitions

This policy adopts the definition from WIPO (Article 2 – Definitions). [Click here](#) for definitions.

FNU Fiji National University.

FNU IP An IP that has been created by FNU or assigned to FNU.

OPVCR The Office of the Pro Vice Chancellor Research.

TAX Monies to be paid to the Government of Fiji under the taxation laws of Fiji.

URC University Research Committee

HDR Higher Degree by Research

URC University Research Committee

4.0 Overall Objectives

For Fiji National University (FNU) to support:

- a. **Invention and Discovery of New Knowledge.** FNU encourages research and scholarship to generate new knowledge.
- b. **Rights and Obligations.** FNU establishes standards to determine the rights and obligations of all IP creators, inventors, discoverers, developers, authors, and sponsors for inventions, discoveries, and research outcomes created at FNU.
- c. **Responsible Commercialisation.** FNU provides guidance on the commercialisation of the potential IP and promotes its development and use for economic and social benefit.

5.0 Incentives

FNU recognises and rewards staff members, students, and visitors whose IP can be commercialised and is patentable; whereby, “**Letters Patent under the seal of Fiji**” shall be obtained upon assignment of IP to FNU. Incentives are awarded through the responsible sharing of revenues where the IP is assigned to FNU with reference to sections 12 and 13 of this policy.

6.0 Patents

Patent rights to any invention shall remain with FNU upon signing of any research contract and assignment of IP rights to FNU. FNU shall make an application and register for patent following the rules and procedures set in **Chapter 239 Patent Laws of Fiji** under **An Act to Make Provision for the Issue of Letters Patent for Inventions**.

All patentable or potentially patentable inventions by FNU researchers (staff, students, and visitors) in their course of research shall be disclosed to the University Research Committee via OPVCR.

7.0 Copyright and Trademarks

IP rights arising from Copyright and Trademarks shall also remain with FNU upon signing of any research contract and assignment of IP rights to FNU. FNU will responsibly share revenue for all Copyrights and Trademark IPs assigned to FNU as outlined in sections 12 and 13 of this policy.

8.0 IP Management

IP management at FNU is the responsibility of the University Research Committee which may appoint an IP Committee (a subcommittee of URC) if required to oversee the implementation and evolution of this policy with the URC and the OPVCR.

9.0 Ownership of IP by FNU

FNU provides and supports resources and funding for research to advance new knowledge and inventions; therefore, FNU reserves the rights of ownership of IP's and Patents. Also, FNU undertakes the responsibility for specific arrangements for research projects and contracts with external stakeholders. FNU is therefore entitled to the ownership of the IP that is an outcome of research undertaken at FNU.

9.1 IP Created by FNU Researchers

- a. FNU claims ownership rights where a researcher makes use of FNU's resources and financial support to researchers (excluding copyright in scholarly works), including but not limited to teaching and research materials.
- b. Any research project funded by FNU.
- c. Any research fund attained from an external party on behalf of FNU.
- d. Any research project emanating from sponsorship and the sponsor has declared ownership or rights to FNU in writing.
- e. Where FNU owned IP is incorporated to create another IP.
- f. Where FNU seeks to claim IP rights emanating from Clause (e), and the researcher must agree to transfer ownership of IP rights to FNU, an Assignment Agreement must be executed between the parties involved.

9.2 IP Created by Students in Research Projects

FNU will not assert the assignment of student IP on students' thesis and dissertations. However, in the events where IP is created in the course of research projects (including creative components of any kind and patents), making use of FNU's resources (excluding supervision), FNU holds the right of ownership.

FNU claims ownership where IP arises from FNU's Research projects or research contracts. FNU shall:

- a. inform the student before the Research Project commences;
- b. obtain student's consent in writing;
- c. inform the student on confidentiality requirements and publication prohibitions;
- d. the student must sign the agreement to assign the IP rights to FNU emanating from the Research Project; and
- e. FNU must accord the student the same rights as staff in the distribution of income (in cases of patents and creative works) as provided for under Clause 13.0.

9.3 IP Created by Visitors

Unless otherwise agreed to in writing by FNU and the visitors' home institution, prior to the tenure at FNU, visitors are required to assign to FNU any IP:

- a. Generated in the course and scope of employment at FNU where an employee makes use of FNU's resources, financial support, including but not limited to teaching and research materials. This excludes copyright in scholarly works.
- b. Any research project emanating from FNU research grants.
- c. Any research project emanating from grants awarded to FNU from an external source.
- d. Any research project emanating from sponsorship and the sponsor has declared ownership rights to FNU in writing.

9.4 **Government-Sponsored Research.** In the case of research sponsored by the Government, FNU shall report to the relevant Ministry of any IP creation unless dictated by an agreement that any IP creation and ownership shall be vested in FNU.

9.5 **Non-Government Sponsored Research.** Agencies other than the Government may also sponsor research at FNU. FNU shall report to the sponsoring agency of any IP creation unless dictated by an agreement that any IP creation and ownership shall remain with FNU.

9.6 **Notification of IP.** In any event, concerning Clauses 9.4 and 9.5, the researchers, creators, inventors, discoverers, and developers shall notify FNU via OPVCR of any IP creation in the first instance. After that, FNU will inform the respective authority/ies of the IP creation.

9.7 **Moral Rights.** FNU undertakes to respect and protect the moral rights of creators, inventors, discoverers, developers, or authors of all IP.

9.8 **Trade Secrets.** FNU may designate certain confidential information as a Trade Secret owned by FNU. To this effect, creators have to comply and maintain the secrecy of any Trade Secret and adhere to the directions of the URC on this matter.

9.9 **Authority.** No person, including FNU staff, students, and visitors, have the right to negotiate or enter into agreements for research contracts or projects with parties external to FNU unless they have official authorisation from the URC via OPVCR.

10.0 IP Clauses in Research Contracts

10.1 Prior to the commencement of any research, a formal research contract must be signed by FNU and the external party with relevant details such as IP ownership, IP management, and use of IP arising from the research contract.

10.2 All FNU IP must be properly recorded and declared before and after the commencement of a research contract.

10.3 If an IP resulting from the research contract is outside the scope of the research contract, the terms and conditions of IP ownership must be agreed upon by all parties involved before the signing of the research contract.

11.0 IP Disclosure

- 11.1 The creator of IP shall notify the URC via OPVCR of any potential IP resulting from a research project undertaken at FNU.
- 11.2 The creator shall provide OPVCR with complete and accurate information to determine and assess the technical and related features and to deliberate on the ownership, IP protection, and its commercial potential.
- 11.3 Upon deliberating on the IP disclosure, OPVCR will prepare a preliminary report for the URC for determination of IP rights, the economic viability through commercialisation, and protection of IP.
- 11.4 FNU URC will notify the creator (s) of the decision and further require verification on creator authenticity. Once the verification process is concluded, the IP committee will inform the creator(s) of the final decision of its intention to either protect and commercialise the IP or not to commercialise the IP.
- 11.5 Where FNU decides not to pursue the IP protection and or commercialisation, the URC will return all the Intellectual Property Rights to the creator(s) and inform the external parties or sponsors where deemed necessary.
- 11.6 Where FNU decides to commercialise the IP, creator(s) are required to enter into a commercialisation agreement with FNU.

12.0 Commercialisation of IP

- 12.1 FNU shall have the sole discretion regarding the commercialisation of IP. FNU, therefore, must take reasonable efforts to inform the creator(s) of the decision on commercialisation of the IP.
- 12.2 The Commercialisation of FNU Research IP will be planned, executed, and monitored by the URC and OPVCR.
- 12.3 FNU shall commercialise the IP to achieve the overall objectives of this policy stated in Clause 3.0.

13.0 Incentives and Distribution of Revenues

- 13.1 Revenues from the commercialisation of IP should be shared between FNU on one part and the creator, inventor, developer, discoverer, or author on the other part. All revenues should be shared after deducting the IP Expenses from the Gross Revenue. Net Revenue = Gross Revenue minus IP Expenses.
- 13.2 Any IP co-owned by FNU and an external party outside the FNU organisation, the sharing of revenue should be based on the contractual agreement that establishes a pre-determined formula for revenue sharing.
- 13.3 The OPVCR, in consultation with the URC, will distribute FNU's share of revenue in the following way:
 - a. Fifty percent (50) percent shall be awarded to the creator, inventor, discoverer, developer, or author of the IP.
 - b. In the case of multiple creators, inventors, discoverers, developers, or authors, 50% of the revenue will be equally shared between the creator, inventor, discoverer, developer, or author.
 - c. Twenty-Five (25) percent to the school/ division/ college in which the creator, inventor, discoverer, developer, or author of the IP was involved in the creation.

- d. The remaining Twenty-Five (25) percent to the OPVCR to be used at the discretion of the URC to support research at FNU.

13.4 **Disputes.** If disputes arise in terms of sharing revenue, the matter should be brought to the attention of URC via OPVCR for resolution.

13.5 **Taxes.** Payments made to any party will be subject to the taxation laws of Fiji. FNU is obliged by national tax laws to deduct tax before making payments.

13.6 **Banking Details.** The creator, inventor, discoverer, developer, or author must provide their banking details to FNU for the purpose of sharing revenue.

14.0 Growth and Development

14.1 FNU recognises and advocates free inquiry for its employees; therefore, nothing in this policy shall be interpreted to object to free inquiry.

14.2 Nothing in this policy should be construed to be limiting or restricting the rights of a creator, inventor, discoverer, developer, or author from publishing their research and intellectual pursuits. However, it is only prudent to disclose to the OPVCR of any research assignment or publication by the FNU researcher, student, or visitor while being at the FNU or associated with FNU in any way.

15.0 Conflicts of Interest and Conflicts of Commitment

15.1 **Commitment to FNU.** The core commitment of researchers, students, and visitors of FNU should be of intellectual pursuits and contributions to education, research, and the teaching-learning process at FNU.

15.2 **Best Interest of FNU.** Researchers, students, and visitors must uphold, demonstrate, and enhance professional obligation in the best interest of FNU. They should avoid situations where external interests could significantly and negatively affect their work ethic and research integrity.

15.3 **Agreements with External Parties.** It is the responsibility of all researchers of FNU, including students and visitors, to ensure that any agreements with external parties other than officially approved by FNU do not conflict with their roles and responsibilities at FNU. This provision shall apply to any private research, projects, or consultancy agreements made with external parties, whereby FNU is not a party to the agreement.

15.4 **Dispute and Resolution.** Any dispute or potential for a dispute must be reported and handled by the College Dean or Associate Dean Research (ADR), who shall resolve the issue in the first instance. If the Dean or ADR cannot solve the issue, the matter should be reported to the URC via OPVCR.

15.5 **Amendment.** Amendment(s) of the policy can be done in cases where the need arises or due to revisions in the national laws determining this policy or a FNU policy that directly affects the IP and Research Commercialisation policy.

16.0 Approving Agency
Senior Management Group

17.0 Revision Log

This table will be used to insert the dates of the different versions made on the policy/procedure.

Version	Date of Approval	Comment
1.0	21 September 2020	Approved by SMG
2.0	2 March 2021	Approved by Senate

18.0 Policy Sponsor
Pro Vice Chancellor Research.

19.0 Contact Person

The following person may be contacted about this policy

[EO-PVCR](#)

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20.0 Further Readings and Acknowledgement

Fiji National University (FNU) acknowledges the following sources which have been used extensively in the compilation of this Intellectual Property and Commercialisation of Research Policy.

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