



**INTELLECTUAL PROPERTY AND
COMMERCIALIZATION POLICY
PALMYRAH RESEARCH INSTITUTE
PALMYRAH DEVELOPMENT BOARD
OF SRI LANKA**

2026

1.0. INTRODUCTION

PALMYRAH DEVELOPMENT BOARD (PDB) was established based on the Gazette notification of 18th of August, 1978 published in terms of Amendment No 24 of 1975 to the Sri Lanka Coconut Development (Act No 46 of 1971) act and located at Kandy Road, Kaithady, Jaffna. The PDB focuses on livelihood development of Palmyrah dependents, promoting maximum utilization of Palmyrah resources and making the Palmyrah sector to be significant contributor to the gross domestic product of the country. Palmyrah Research Institute (PRI) which functions under PDB contributes towards the maintenance of standards and quality of Palmyrah food products available in Sri Lanka through providing test reports and quality certificates, regulation, control, supervision and direction of the production problems encountered by Palmyrah Industry through research programmes.

Currently, a Policy protocol relates to the ownership, protection and commercial exploitation of Intellectual Property (IP) created by Researchers in the course of their duties or activities at PDB does not exist. Hence, this document sets out the rules of PDB for cooperation with the Universities, industrial and business organizations and provides guidelines on the sharing of the economic benefits arising from the commercialization of IP.

This Policy aims to

1. Promote and encourage scientific research in connection with Palmyrah Industry.
2. Provide legal certainty in Palmyrah based research activities and technology-based relationships with third parties.
3. Enable collaboration and partnership with external parties in a conducive environment to facilitate the development of new ideas.
4. Ensure the timely and efficient protection and management of IP.

2.0. DEFINITIONS

Agreement - A set of protocols created between the Institute and another party or parties in the form of contract including, Memorandum of Understanding (MoU) or Memorandum of Agreement (MoA), License Agreement, IP Assignment, Research Collaboration Agreement and similar.

Background Intellectual Property (Background IP) - Existing IP or knowledge that a researcher or organization brings into a project. *

Co-investigator- An individual working in partnership with the principal Investigator in the management, development and/or execution of the project. Staffs of PDB or other institutes/universities can be the co-investigator.

Commercialization - Any form of utilization of IP intended to generate value, which may be in the form of a marketable product, process, or service, delivering benefits to society including commercial returns.

Foreground Intellectual Property (Foreground IP) - New inventions, data, software, designs, etc., created during research at PDB.*

Intellectual Property (IP) - means inventions, technologies, developments, improvements, materials, compounds, processes and all other research results and tangible research properties, including software and other copyrightable works.

Intellectual Property Rights (IP Rights) - means ownership and associated rights relating to IP.

Inventor - A person who creates an idea that provides a practical solution to a specific technological problem.*

Principal investigator- An individual designated by the PDB to direct the project or program being supported by the sponsored funding. Permanent staff of PDB could be the principal investigator.

Researcher – means Principal investigator/ Co-investigator/ Technical staff legally bound to the Institute/ Visitor.

Research Management Committee (RMC) –The panel of members appointed by the management of PDB for consultation and decision making of Institute's IP policy and IP rights.

Research Supporting Staffs – Laboratory Assistants or Technical assistants of PDB or other institutes who assists with the particular research activities could be the research supporting staffs.

Technology Transfer – Technology transfer is the process through which intellectual property (such as patents, know-how, designs, or trade secrets) and associated technologies are shared, licensed, or otherwise transferred from the originator (such as a research organization or company) to a third party, typically for the purpose of enabling further development, manufacturing, or commercialization, in alignment with IP rights and legal frameworks.*

Technology Transfer Office- A Technology Transfer Office is a dedicated body that facilitates the identification, protection, management, and commercialization of intellectual property and innovations, typically generated through research and development activities. It serves as a bridge between knowledge creators (e.g., scientists, researchers) and knowledge users (e.g., industry, entrepreneurs).*

Visitor- Staffs from other Institutes/Universities collaborate with PDB for research activities, including undergraduate or postgraduate students from Universities. Visitor means individuals having an association with PDB without being either employees or students. "Visiting Researchers" includes academic visitors, individuals with honorary appointments at PDB and emeritus staff.

3.0. Scope

This Policy shall apply to all IP created on or after 01-01-2026 and all IP Rights associated with them.

This Policy shall apply to all people who have established legal relationship with PDB.

4.0. Legal issues concerning the status of Researchers

- 4.1. The person exercising the authority of employment on behalf of the PDB shall ensure that the employment contract or other agreement establishing any type of employment relationship between the PDB and the Researcher includes a provision placing the Researcher under the scope of the Policy.
- 4.2. The research studies to be undertaken should have prior recommendations from the RMC and approval from the Board of Directors.
- 4.3. Students of any Universities/Institutions or Officers of other Institutions shall be required to sign an agreement to be bound by this Policy before commencing any research activity.
- 4.4. The person authorized to enter into an agreement on behalf of the PDB shall ensure that Researchers not employed by the PDB, including Visiting Researchers shall sign an agreement to be bound by this Policy and an assignment agreement in respect of ownership of IP created by them in the course of their activities that arise from their association with the PDB before commencing any research activity at the PDB.
- 4.5. Notwithstanding Paragraph 4.4., special arrangements may be needed to meet prior obligations of Visiting Researchers. Any such requested special arrangements shall be assessed and decisions shall be taken on a case-by-case basis by the person or committee designated by the PDB.

* IP Act 2003

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4.6. The Researcher who is legally bound to the PDB, but is working in another institution as academic visitor, is not permitted to sign any documents which might affect the PDB's IP Rights, without the written approval of the person or committee designated by the PDB. The approval shall not be denied if no PDB IP Rights are being affected. If such a document affects the PDB's IP Rights, the PDB shall initiate negotiations to enter into an agreement with the third party, as described in Section 5. Rights and obligations under this Policy shall survive any termination of enrollment or employment at the PDB.

5.0. External sponsorship, research collaboration with third parties

5.1. It is the responsibility of the PDB to ensure, the terms and conditions of cooperation be set forth in a written agreement, before commencing any research activity in collaboration with any third party (hereinafter referred to as Research Agreement).

5.2. Persons acting for, and on behalf of, the PDB shall exercise all due diligence when negotiating agreements and signing contracts that may affect the PDB's IP Rights.

5.3. Depending on the relative intellectual and financial contributions of the PDB and the third party to the conception of the IP, it shall be decided by the PDB for either cooperating party to obtain certain IP Rights and/or share in the revenue generated from its commercialization.

5.4. Any confidentiality provision of a Research Agreement should not usually have effect for longer than 06 months from the time the concerned party is notified of the intent to publish.

6.0. Ownership of IP rights

6.1. Employees of the PDB

6.1.1. All rights in the IP devised, made or created by an employee of the PDB in the course of his or her duties and activities of employment shall generally belong automatically to the PDB.

6.1.2. If an employee of the PDB creates IP outside the normal course of his or her duties of employment, with the significant use of PDB resources (staffs, chemicals, innovative concepts, equipments, overheads) he or she will be deemed to have agreed to transfer the IP Rights to the PDB as consideration for the use of PDB resources.

6.1.3. IP as defined in paragraph 6.1.1., created in the course of, or pursuant to a sponsored research or other type of agreement with a third party, shall initially belong to the PDB and then ownership shall be determined according to the terms of such agreements (in accordance with Section 5).

6.1.4. Section 6.1. shall apply to both researcher and visitor.

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6.4. Students

6.4.1. Students who are not employed by the PDB shall own all IP and associated IP Rights they create in the normal course of their studies. However, the following exceptions shall apply.

6.4.1.1. If a student is offered a studentship sponsored by a third party under a separate agreement, under which the third party has a claim on IP arising from the studentship, the student must agree that the IP shall initially belong to the PDB and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.

6.4.1.2. IP created by students in the course of, or pursuant to, a sponsored research or other agreement with a third party shall initially belong to the PDB and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.

6.4.1.3. If a student creates IP with the significant use of PDB resources in connection with his or her research activity, he or she will be deemed to have agreed to transfer the IP Rights to the PDB as consideration for the use of PDB Resources.

6.4.1.4. The PDB shall claim ownership of all IP created in the course of undergraduate and postgraduate (masters, doctorate) students' research activity.

6.4.2. Students shall be given the option to assign IP Rights to the PDB and shall then be granted the same rights as any employee / Inventor as set out in this Policy. In such cases students should follow the procedures set out in this Policy.

6.5. All rights in Copyrightable Works are owned by their creators regardless of the use of PDB resources. Copyrightable Works specifically commissioned by the PDB or developed in the performance of a sponsored research or other third party agreement shall constitute an exception where the provisions of such agreements shall be taken into account.

6.7. Requests for any transfer of rights from the PDB to the Inventor(s) or any other third party should be made in the first instance to the person designated by the PDB.

7. Conflict of Interest and Confidentiality

7.1. A Researcher's primary commitment of time and intellectual contributions as an employee of the PDB should be to the research and development programs of the PDB.

7.2. It is the responsibility of each Researcher to ensure that their agreements with third parties do not conflict with their obligations to the PDB or this Policy. This provision shall apply

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in particular to private consultancy and other research service agreements concluded with third parties. Each Researcher should make his or her obligations to the PDB clear to those with whom such agreements may be made, and should ensure that they are provided with a copy of this Policy.

- 7.3. Researchers shall keep the PDB's business secrets in confidence. In terms of this Policy, inter alia, every fact, information, solution or data related to the research carried out at the PDB, whose public disclosure, or its acquisition or lawful financial, economic or market interests shall qualify as business secret. Researchers shall, when communicating with third parties, exercise all due diligence regarding confidentiality provisions.
- 7.4. Should any doubt arise concerning conflict of interest or confidentiality issues Researchers are advised to consult with the person designated by the PDB.
- 7.5. Researchers shall promptly report all potential and existing conflict of interest to the person or department designated by the PDB in order to reach solution satisfactory to each concerned party.

8. Identification, Disclosure and Commercialization of Intellectual Property (IP)

- 8.1. The PDB encourages its Researchers to identify research results with potential commercialization value and which may enhance the reputation of the PDB through bringing them to public use and benefit.
- 8.2. Dissemination division of PDB is responsible for the protection and commercialization of the PDB's IP. The Inventor(s) however, shall be consulted in each phase of the procedure.
- 8.3. Researchers shall be required to present in writing the draft publications containing scientific results to the Research Manager before publishing them, and shall state in writing that, to the best of their knowledge such works do not contain any results for which protection may be obtained or which can be exploited in any way.
- 8.4. Researchers, including employees, students and Visiting Researchers are obliged to disclose all IP falling within the scope of Paragraph 6 to the person at higher management or equivalent grade designated by the PDB.
- 8.5. Copyrighted Works shall be excluded from the disclosing obligation set out in Paragraph 8.3., except for those which were developed in the performance of a sponsored research or other third party agreement.
- 8.6. Since protection and successful commercialization of IP might depend on prompt and efficient administration, Inventors are required to disclose all potentially exploitable IP as *IP Act 2003

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soon as they become aware of them. The disclosure must be made in writing by completing the IP Disclosure Form available from the person designated by the PDB.

- 8.7. Inventors shall fully disclose all research activities and results relevant to the IP and provide information about themselves, in particular the percentage of their contribution to the creation of the IP and the circumstances under which it was created. The detailed description of the IP shall be presented in such a manner that the inventive activity involved and its novelty as well as its susceptibility of industrial application become explicit and clear-cut for a person skilled in the art.
- 8.8. In case of incomplete disclosure, the form may be sent back to the Inventor(s) requesting for additional information. The date of disclosure shall be the day on which the person designated by the PDB receives the full disclosure signed by all Inventors.
- 8.9. If an Inventor is in any doubt whether an IP falls within the scope of Paragraph 6 or it is potentially commercially exploitable, then the Inventor should submit a disclosure to the person designated by the PDB for consideration prior to making public disclosure of the Intellectual Property.
- 8.10. Premature disclosure may compromise the protection and commercialization of Intellectual Property. To avoid any loss of potential benefits, Researchers are required to make reasonable efforts to identify Intellectual Property early in the development process and consider the consequent impacts of any public disclosure.
- 8.11. After full disclosure of all relevant information the person designated by the PDB shall record the Intellectual Property in its register.
- 8.12. The person designated by the PDB shall determine whether any agreements provide for the sharing of IP Rights or other obligations overriding those set out in this Policy. Provisions of related Research Agreements may require the assignment of certain IP rights in full or in part. In case of assignment, the procedure for protection and commercialization shall be governed by a separate agreement concluded between the PDB and other concerned parties. In all other cases the procedure set out in this Policy shall apply.
- 8.13. The person designated by the PDB shall notify the relevant Head of Department about all disclosures. The notification involves a short abstract of the Intellectual Property and the name of the Inventor(s).
- 8.14. After the date of disclosure, the person designated by the PDB shall immediately commence the evaluation of the Intellectual Property. As a first step, a pre-evaluation shall be carried

out to identify any major obstacles, which could hinder the protection and commercialization of the Intellectual Property. Based on the results of the pre-evaluation a recommendation on whether to protect and exploit the Intellectual Property shall be forwarded to the person or committee taking the final decision on behalf of the PDB. Such a recommendation shall be forwarded within 30 days from the date of disclosure. The final decision shall be taken within 60 days from the date of disclosure.

- 8.15. The Inventor(s) shall be informed of the decision within 14 days from the date of decision in writing. If the PDB decides not to commercialize the disclosed Intellectual Property, then the provisions of Paragraph 6.6. shall apply.
- 8.16. The person designated by the PDB shall carry out a complete evaluation of the Intellectual Property with particular attention on possible methods of the protection of the Intellectual Property and its business opportunities.
- 8.17. The Inventor(s) shall closely cooperate with the person designated by the PDB, the patent attorney or any other professional experts involved by the PDB. Inventor(s) are required to give reasonable assistance in protecting and commercially exploiting the Intellectual Property by providing information, attending meetings and advising on further development.
- 8.18. The person designated by the PDB shall, within a reasonable time, commence the process for acquiring legal protection, if needed, and he/it shall proceed with all due diligence to obtain protection. Public disclosure of research results made before obtaining the right of priority concerning a specific Intellectual Property application, highly jeopardize the proper protection of the related IP Rights. Therefore Inventor(s) are requested to avoid any public disclosure of research results PDB or to filing such applications. The PDB shall endeavor to avoid undue delays in publications.
- 8.19. Dissemination division of PDB and the Inventor(s) shall jointly determine an appropriate commercialization strategy as part of the evaluation process within 3 months from the date of PDB's decision. The strategy will outline the tasks of each concerned party in the commercialization process and establish deadlines for the specific actions.
- 8.20. Dissemination division of PDB shall be responsible to carry out the commercialization plan and it shall submit specific proposals, such as draft agreements or business plans, to the person appointed by the PDB for decision.



- 8.21. Commercial decisions, such as the ones concerning the terms of an assignment/ licensing agreement or establishment of a spin-off enterprise, shall be taken on a case-by-case basis by the person designated by the PDB, giving due consideration to all circumstances.
- 8.22. The PDB may decide not to apply for registered industrial property protection or may withdraw an unpublished application, if it is more appropriate for the purposes of commercialization to treat the Intellectual Property as a confidential know-how. In such cases Inventor(s) shall be requested in writing to refrain from any public disclosure of the Intellectual Property. When choosing this option, however, the PDB shall take the Researchers' freedom to publish as well as public interest into account.
- 8.23. If the PDB decides to discontinue an application, to withdraw it, or not to maintain a granted or registered right, the provisions of Paragraph 6.6. shall apply. Such decisions shall be taken by the person designated by the PDB.
- 8.24. Intellectual Property not falling within the scope of Paragraph 6 may also be disclosed to the PDB by Researchers under the terms of this Policy. In such cases the PDB shall decide, within 60 days from the full disclosure of all relevant information, whether to exploit the Intellectual Property. If the PDB decides to undertake the protection and commercialization of the Intellectual Property, the rules set out in this Policy shall apply.
- 8.25. Expenses incurring in connection with the protection and commercialization of Intellectual Property shall be borne by the PDB.
- 8.26. During the evaluation and commercialization period the full description of the Intellectual Property shall be disclosed to third parties under a confidentiality agreement.

9. Recording and maintenance of the PDB's Intellectual Property portfolio

- 9.1. The person designated by the PDB shall maintain records of the PDB's Intellectual Property in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance of protected Intellectual Property, and shall, within reasonable time, inform the person designated by the PDB.
- 9.2. The person designated by the PDB shall maintain accounting records on each Intellectual Property. He or she shall ensure that the Intellectual Property be recorded in the accounting records, that any costs incurred be paid in due course and that the revenues from exploitation be distributed.

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10. Distribution of revenues, motivation of Researchers

- 10.1. The PDB provides an incentive to Inventor(s) by distributing revenue generated from the commercialization of the Intellectual Property.
- 10.2. The expression 'Net income' shall mean all license fees, royalties and any other monies received by the PDB, arising from the commercialization of Intellectual Property less all the expenses incurred in connection with the protection and commercialization of the Intellectual Property at the PDB.
- 10.3. The share of revenues from Net royalty/licensing income shall be as follows

Inventors	Administrative body*(PDB)
60%	40%

*Administrative body- Research Dissemination unit comprising the permanent staffs of PDB

- 10.4. In cases where there is more than one Inventor, the Inventor's share is divided between the Inventors in a proportion which reflects their respective contributions as provided in the signed Invention Disclosure Form.
- 10.5. In certain cases the PDB reserves its right to negotiate special terms concerning revenue distribution, in particular when income is generated through sale of shares or payment of the dividend of shares in cases where shares have been allocated to the PDB in an entity to which the Intellectual Property is licensed or assigned but which is not a spin-off enterprise.
- 10.6. In case of establishing a spin-off enterprise, an individual agreement between the PDB and the Inventor(s) shall be applicable regarding the share of equity. The conditions of the agreement shall be negotiated on a case-by-case basis having due regard to the contribution of the Inventors to any further development and the exploitation beyond the creation of Intellectual Property and to any funding provided by the Inventor(s), the PDB or any third parties acquiring a share of equity in the new enterprise. The decision concerning the conditions of a spin-off establishment shall be taken by the person or committee designated by the PDB on behalf of the PDB.
- 10.7. In case of exploitation of trademarks and other indicators, the Inventor(s), taking into consideration the proportion of their contribution to the exploitation, may benefit from the revenue as set forth in an individual agreement. The person or committee designated by the PDB shall decide on such issues on a case-by-case basis.



11. Breach of the rules of this Policy

Breach of the provisions of this Policy shall be dealt with under the normal procedures of the PDB in accordance with the relevant provisions of law.

12. Dispute and appeals

In the first instance, disputes shall be dealt with by the person or body designated by the PDB. A decision shall be taken within days from the submission of the concern. Over and beyond the above, with respect to any legal dispute arising in connection with the rules of this Policy, the relevant provisions of law shall be applicable. Any disputes before going for legal action will be handled by the legal division of line ministry of PDB.

13. Entry into force of the Policy

13.1. This Policy shall come into effect on December 10th, 2025

13.2. All agreements concluded by the PDB and the Researcher(s) at an earlier time shall be governed by the provisions of the Policy in effect at the time of the signing of such contracts. The provisions of this Model Intellectual Property Policy are based on existing intellectual property policy of University of Colombo and Guidelines on Developing Intellectual Property Policy for Universities and R&D Organizations (WIPO, Geneva). Further the program organized by the National Innovation Agency (NIA) on "Support and Assistance in the Development of Intellectual Property (IP) Policies for Universities and Research Institutions in Sri Lanka", was of immense helpful in developing this policy.



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10.12.2025

Date