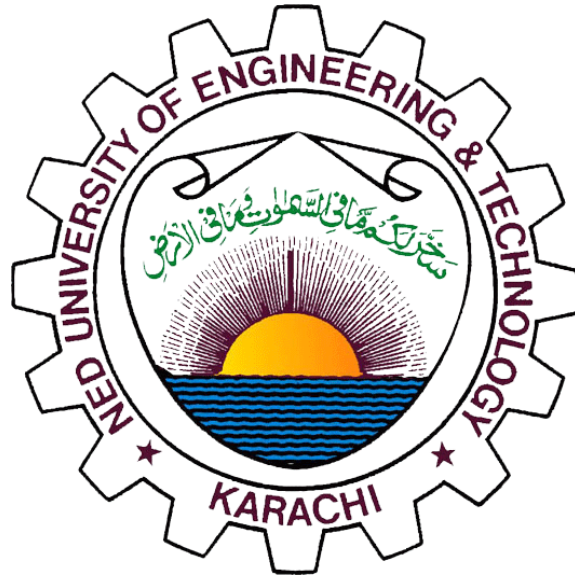


# INTELLECTUAL PROPERTY POLICY



NED UNIVERSITY OF ENGINEERING & TECHNOLOGY,  
KARACHI-75270 PAKISTAN

# CONTENTS

<b>1. Preamble</b>	
1.1 Policy Objectives	
<b>2. Scope and Application</b>	
2.1 Personnel Covered.	
2.2 IP Rights Covered.	
<b>3. Definitions</b>	
3.1 Staff Member:	
3.2 Chairperson/Head of Department:	
3.3 Visitor	
3.4 Student	
3.5 Inventor	
3.6 Third Party	
3.7 Confidential Information	
3.8 Copyright	
3.9 Intellectual Property (IP)	
3.10 IP Policy	
3.11 Intellectual Property Rights	
3.12 Teaching Material	
3.13 Industrial Designs	
3.14 Layout Design of Integrated Circuits	
3.15 Trademarks and Service Mark	
3.16 Invention	
3.17 Patents	
3.18 Patentable Invention	

<ul style="list-style-type: none"> <li>3.19 Tangible Research Property</li> <li>3.20 Utility Model</li> <li>3.21 University Personnel</li> <li>3.22 University Resources</li> <li>3.23 Undisclosed Information or Trade Secrets</li> <li>3.24 Works</li> <li>3.25 Relevant Agreements                             <ul style="list-style-type: none"> <li>3.25.a. Participation Agreement</li> <li>3.25.b. Confidentiality Agreement</li> <li>3.25.c. Third party agreement</li> </ul> </li> <li>3.26 Net Intellectual Property Revenue</li> </ul>	
<p><b>4. Implementation</b></p> <ul style="list-style-type: none"> <li>4.1 Administration</li> <li>4.2 Roles &amp; Responsibilities                             <ul style="list-style-type: none"> <li>4.2.1. University Responsibilities</li> <li>4.2.2. Faculty Responsibilities</li> </ul> </li> </ul>	
<p><b>5. Ownership of Intellectual Property</b></p> <ul style="list-style-type: none"> <li>5.1. General Principles</li> <li>5.2. Ownership of IP and Copyright of Works by University</li> <li>5.3. Trademarks</li> <li>5.4. Tangible Research Property</li> <li>5.5. Student Thesis/Dissertation</li> <li>5.6 Exceptions to Section 5.0</li> <li>5.7 Ownership of Pre-Existing Intellectual Property</li> </ul>	
<p><b>6. Disclosure and Evaluation of IP</b></p>	

6.1. General Principles: 6.2. IP Disclosure and Evaluation Process 6.2.1. Reporting an Intellectual Property 6.2.2. Dealing with Reported Intellectual Property	
<b>7. Commercialization &amp; Protection of University's IP</b> 7.1. Commercialization & Protection 7.2. Distribution of commercial benefits 7.3. Fate of Commercial Benefits under Special Circumstances	
<b>8. Resolution of Disputes</b> 8.1 Disputes Resolution Procedure	
<b>9. General Obligations</b> 9.1 Review Committee 9.2 Confidentiality 9.3 Violation of IP Policy 9.4 Approving Authority 9.5 Approval Dates <b>Appendix 1</b> Invention Disclosure Form	

## **1. PREAMBLE**

The NED University of Engineering and Technology released the vital role of education and research for expansion of knowledge and its application towards sustainable economic growth of the country. The University, in the pursuit of knowledge, always endeavors to motivate and facilitate its pool of researchers to enhance their efforts towards education, research and innovation. The University is committed to encourage and expedite the dissemination of discoveries, creations and new knowledge generated by individuals working under its ambit for the greatest public benefit. In many cases, this purpose will be served appropriately by the publication of research results and scholarly works. In other cases, it will be necessary to pursue protection of intellectual property (IP) to safeguard the interests of inventors, donors and University and to encourage research funding from various academic and industrial sources.

In order to maintain an environment conducive for the generation of knowledge and to provide recognition to individual inventors, encouraging the development and dissemination of useful inventions to society, the University has established this Intellectual Property Policy for the management of intellectual property originating within its domain. The University is committed to ensuring that in relation to all matters concerning IP, the relevant legislation is adhered to and staff is appropriately instructed in its application. The IP Policy will provide guiding principles that can facilitate the commercialization of research outcomes and provide impartial solutions to possible IP issues relating to the conduct of research, technology transfer and commercialization.

In relation to all matters concerning Intellectual Property, the following policy is applicable to all (full time and part-time) faculty, staff and employees, students, PhD researchers, postdoctoral fellows, and non-employees such as visiting faculty and industrial personnel who use University resources, or participate in University-administered research.

### **1.1. Policy Objectives**

- a. promote, preserve, encourage and facilitate scientific investigation, research and generation of new knowledge
- b. foster a wider understanding of the importance of IP
- c. establish criteria to state the respective ownership rights of the University, its staff and its students in relation to IP

- d. ensure effective commercialisation of IP and equitable distribution of the commercial benefits among the University, its staff, students and any other stakeholders

## **2. SCOPE AND COVERAGE/APPLICATION**

### **2.1. Organisational Scope**

This is a University-wide policy.

### **2.2. Personnel Covered:**

This IP policy is applicable to all (full time and part-time) faculty, staff and employees, students, PhD researchers, postdoctoral fellows and non-employees such as visiting faculty and industrial personnel who use University resources (define under Section 3.21), or participate in University-administered research (unless the University specifies other arrangements).

### **2.3. IP Rights Covered:**

This IP Policy shall cover all types of intellectual property rights under relevant IP Laws of the country, such as:

- i. Copyright and Related Rights;
- ii. Trademarks and Service Marks;
- iii. Geographic Indications;
- iv. Industrial Designs;
- v. Patents;
- vi. Utility Models;
- vii. Lay-out Designs (Topographies of Integrated Circuits)
- viii. Undisclosed/confidential Information

## **3. DEFINITIONS**

Unless stated otherwise, the following definitions shall apply for purposes of this policy:

### **3.1. Staff Member:**

A person engaged (academic or non-academic) by the University under a contract of employment (whether full-time or part-time).

### **3.2. Chairperson/Head of Department:**

A person who is assigned by the University as Chairperson/Head of Department

### **3.3. Visitor:**

A person other than the staff member or student of the University who:

- i. Takes part in any University-administered research, teaching or other activity that would normally be conducted by a staff member or student; or
- ii. Visits a part of the University in which research or scholarship, or any related activity, is conducted, at the time he or she creates any intellectual property

### **3.4 Student:**

A person enrolled in an award course of the University at the time he or she creates any intellectual property

### **3.5 Inventor:**

Any person covered under section 2.2 of this IP policy who is considered the legal inventor of the work under relevant IP laws

### **3.6. Third Party:**

Any person or organisation other than the University or a member of the University.

### **3.7 Confidential Information:**

All types and forms of information, data, oral and visual information or data recorded in writing or in any other medium or by any other method which is of confidential nature and/or which the University is under an obligation not to disclose.

### **3.8 Copyright:**

The legal rights extended to the creators for their literary, artistic or scholarly works (as define in section 3.23). The creators of original works protected by copyright, and their heirs, have the exclusive right to use or authorize others to use the work on agreed terms.

### **3.9 Intellectual Property (IP):**

The outcomes of intellectual activity and creative effort for which various rights and protections may be conferred by statute, contract or laws of the country, this may include any patentable invention, scientific works and discoveries, creations

in all fields of human endeavour, literary, artistic, musical works, utility model, industrial design, layout/design of circuits, computer software, plant varieties, undisclosed/confidential information, trade secrets, trademarks, service marks and commercial names and designations, copyright and any other industrial or intellectual property rights, registerable, registered or otherwise, including tangible research property.

### **3.10 IP Policy:**

The University's Policy on Intellectual Property, Technology Transfer and Research Collaboration as may be amended from time to time.

### **3.11 Intellectual Property Rights:**

Those define under Section 2.3.

### **3.12 Teaching Material:**

Any material created in any medium by a staff member as an aid or a tool for instruction in a course in pursuance of the terms of his or her employment with the University.

### **3.13 Industrial Designs:**

An ornamental or aesthetic appearance of an article, may consist of any composition of lines or colours or any three-dimensional features of the article, such as its shape or surface, or of two-dimensional features such as patterns, lines or color provided that such composition or form gives a special appearance to and can serve as pattern for an industrial product or handicraft.

### **3.14 Layout Design of Integrated Circuits:**

An original topography (picture of a place) of elements, at least one of which is an active element, and of source or all interconnections of an integrated circuit, or such three-dimensional disposition prepared for an integrated circuit intended for manufacture.

### **3.15 Trademarks and Service Mark:**



A distinctive sign that identify certain goods (trademark) or services (service mark) as those produced or provided by a specific person, organization or enterprise.

**3.16 Invention:**

A new, useful, and non-obvious process, machine, manufacture, composition of matter, or product, including a new, useful, and non-obvious improvement of a process, machine, manufacture, composition of matter or product.

**3.17 Patents:**

A document, issued by a government office which describes an invention, and assign an exclusive right of ownership of the invention and creates a legal situation in which the patented invention can normally only be exploited (made, used, sold, imported) by, or with the authorisation of, the patentee.

**3.18 Patentable Invention:**

Any invention, product or a process that provides a new way of doing something, or offers a new technical solution to a problem in any field of human activity which is new involves inventive step and is industrially applicable.

**3.19 Tangible Research Property:**

All research results, outcomes and materials that are in a tangible form and that include items such as materials, drawings, integrated circuit chips, computer software, computer and other databases, processes, prototypes and circuit diagrams irrespective of whether they are patentable or copyrightable.

**3.20 Utility Model:**

A technical solution to a problem in any field of human activity, having industrial and commercial application despite not meeting all the requirements of patentability.

**3.21 University Personnel:**

All academic, research and other staff members covered by this IP Policy as define under Section 3.1

**3.22 University Resources:**

- A. All resources of the university which are made available by a university to inventors, such as:
- i. pre-existing IP rights vested in the University
  - ii. Office, laboratory, workshop and studio space and equipment;
  - iii. Computer hardware, software and support;
  - iv. library books and other equipment/facilities
  - v. Administrative and secretarial services
  - vi. Research, teaching and laboratory assistants
  - vii. Supplies, consumables and utilities;
  - viii. Funding for research and teaching activities, travel and others funding or reimbursements.

University resources do not include salary, insurance or retirement plan contributions paid to or for the benefit of Creators.

### **3.23 Undisclosed Information or Trade Secrets:**

Any confidential data, information, formulation or compilations related to research, business, commerce or industry which is not generally known or accessible to persons that normally deal with the kind of information in question; has commercial value because it is secret; and has been subject to reasonable steps under the circumstances to keep it secret, by the person lawfully in control of the information.

### **3.24 Works:**

Original intellectual creations in the literary and artistic domain protected from the moment of their creation and shall include in particular:

- i. Manuscripts, educational materials and academic papers;
- ii. Books, articles and other writings
- iii. Periodicals & newspapers
- iv. Lectures, sermons, addresses, dissertations
- v. Letters;
- vi. Dramatic, musical, choreographic or entertainment work
- vii. Musical compositions in any form
- viii. Drawing, painting, architecture, sculpture, engraving, lithography, models, designs or other works of art

- ix. Original ornamental designs or models for articles of manufacture, whether or not registrable as an industrial design, and other works of applied art;
- x. Illustrations, maps, plans, sketches, charts and three-dimensional works relative to geography, topography, architecture or science;
- xi. Drawings or plastic works of a scientific or technical character;
- xii. Photographic works including works produced by a process analogous to photography; lantern slides;
- xiii. Audio-visual works and cinematographic works and works produced by a process analogous to cinematography or any process for making audio-visual recordings;
- xiv. Pictorial illustrations and advertisements;
- xv. Computer programs; and
- xvi. Other literary, scholarly, scientific and artistic works

### **3.25 Relevant Agreements:**

#### **3.25. a. Participation Agreement:**

An agreement confirming the acceptance of the intellectual property policy by employees, students and guest researchers and assigns to the university all rights in any intellectual property of which the University may assert ownership. The University must confirm that a valid participation agreement is on file before any of its resources are made available to individuals.

#### **3.25. b. Confidentiality Agreement:**

- i. When applies to a company disclosing information to an employee of a university, the recipient employee shall agree not to release the company's confidential information unless officially permitted by the company.
- ii. When it applies to an employee of the university disclosing information to a company, the company shall not use that information without official permission of the University and shall protect the patentability of any invention, or the trade value of

other technology, disclosed by the member of the University to the company.

**3.25. c. Third party agreement:**

An agreement between the University and an entity or person (not a staff member or student) or funding agencies that regulates intellectual property

**3.25 Net Intellectual Property Revenue:**

Revenue derived from IP commercialisation after the costs of commercialisation have been deducted.

**4. IMPLEMENTATION**

**4.1 Administration**

The Office of the Research Innovation and Commercialization (ORIC) is responsible for:

- (a) Development, implementation and administration of IP Policy
- (b) Exploitation, commercialization and management of the University's IP assets
- (c) Disbursement of Net Intellectual Property Revenue

**4.2 Roles & Responsibilities**

**4.2.1. University Responsibilities**

- a. Management and oversight of IP matters and technology transfer to ensure adherence to University policies
- b. Assist the various departments and sections in implementing IP Policy
- c. Assist departments and sections in promoting and licensing IP
- d. Protect the University's IP by taking appropriate actions as and when needed

#### **4.2.2. Faculty Responsibilities**

Faculty members who create IP shall:

- a. Inform appropriate University office or officials about the creation of IP
- b. Conduct all IP activities in accordance with University's IP Policy in a manner consistent with the overall University policies and procedures.
- c. Cooperate with the relevant University office/staff in defending its IP and in legal actions taken against any infringement.

### **5. OWNERSHIP OF INTELLECTUAL PROPERTY**

#### **5.1. General Principles**

- a. Except otherwise agreed in writing by the Vice-Chancellor or as stated in this Policy, the University asserts legal and beneficial ownership rights over all Intellectual Property developed as a result of support either directly from or channelled through the University.
- b. In pursuance of the terms of their employment with the University, all Staff must assign and agree to assign to the University all of their rights, title and interest in and to Intellectual Property developed as a result of University support including copyright in any material that is teaching material, computer programs, or created at the request or direction of the University.

#### **5.2. Ownership of IP and Copyright of Works by the University**

- a. University asserts legal and beneficial ownership rights over all intellectual property (IP) and Copyright of Works (including lab notebooks, software, and other tangible research property) by University Personnel or Students when either of the following applies:
  - i. The works have been assigned or commissioned by the University or is created at the direction of the University,

- ii. Created in whole or in part with the use of University Resources (as define under clause 3.22)
  - iii. The Work is created using funds provided by the University or created pursuant to a research project funded through any external source administered by the University
  - iv. The Work is created by a non-academic University Personnel or Student in the course of his or her employment with the University
  - v. The Work is created by academic, professional, technical or administrative Staff in the course of their employment with the University as part of his/her duties or in fulfilment of his/her contract of employment
  - vi. The Work is created in a course of research being conducted at the University, either in collaboration with other Staff members or any third party
  - vii. The Work is created by Student in a course of research for which the he/she receives financial support such as wages, allowances, salary, stipend or grant from funds whether or not administered by or through the University
  - viii. The IP has resulted from the use of background IP owned by the University or the IP is a component of IP generated by a team of which this person is a member and other members are University Staff
  - ix. The Work is created in a course of research conducted under a research agreement between the University and a third party, subject to the terms of IP ownership set out in the relevant research agreement
- b. The University shall have the right to use, publish and reproduce such Works in any form, for teaching, research and academic purposes with appropriate notification to the owner. However, in case if the owner of the copyright is other than the University, prior consent of the owner is required.

- c. Following Copyright statement must include for all material in which the University owns the Copyrights:

**Copyright © by The NED University of Engineering and Technology [year]**

- d. All IP developed by University Personnel or Students in their own personal time, which are neither connected to University research nor developed with use of University's resources (as defined under Clause 3.22), shall belong to such University Personnel or Students as Inventors.

### **5.3. Trademarks**

The University asserts legal and beneficial ownership rights of the university logo and any use of the university logo shall require prior official approval, in writing, from the university.

### **5.4. Tangible Research Property**

University asserts ownership rights over all Tangible Research Property (TRP) defined under Clause 3.19 of this policy, for which a patent application has not been filed

All University-Owned Tangible Research Property will generally remain in the custody of the principal investigator of the research project or program under which it was developed, or in the custody of the applicable Department's Chairperson or Head of Department.

### **5.5. Student Thesis/Dissertation**

- a. Students shall possess ownership rights of the IP developed by them independently or as a part of their coursework (such as their thesis/dissertation) except in any of the following circumstances, where the University reserves its right to claim the ownership (unless the University expressly waives its right in writing):
  - i. the development of IP has been significantly assisted by a University's Staff member
  - ii. the IP is developed as a result of using prior IP owned by the University

- iii. the IP is part of a set of IP generated by a team, of which the student is a member
  - iv. It is developed using University funds (except university scholarships, fee waivers) or Student has a formal employment relationship with the University
  - v. Prescribed otherwise by law or the University has external obligations with respect to Student IP. In such cases, Student IP is hereby assigned to the University pursuant to Clause 5.2 (a) of this Policy.
  - vi. The student agrees otherwise
- b. If a thesis/dissertation contains information on or about an invention that may be patentable, the University/Department deserved the right to withhold public access to that thesis/dissertation until such time a patent application is duly filed by the University.
  - c. A student who is also a staff member of the University will be regarded as a staff member with respect to IP arising in the course of that employment
  - d. The University may ask a student to enter into an IP agreement with the University and/or third parties before being allowed to work on a research project. This may include assigning some or all of his/her IP rights to the University and/or to third parties. In such cases, the student is allowed to seek independent legal advice

### **5.6 Exceptions to Clause 5.0**

- a. The University does not assert ownership over all scholarly, artistic, literary intellectual property, including, without limitation, journal article, conference paper, scholarly books, articles, and other publications (including electronic form) works of art, paintings, literature and music, subject to the following conditions:
  - i. Works are neither created under the direction and control of the University, nor developed in pursuant to a sponsored research or other third party agreement



- ii. All intellectual property developed without significant use of University resources and without other external sponsorship
- b. The University retains a royalty-free permission to develop, reproduce and publish that exempt intellectual property anywhere in the world and in any manner the University feels appropriate. If the University exercises its rights under this Rule, the originator is entitled to a share of any commercial benefit in accordance with Clause 7.

### **5.7 Ownership of Pre-Existing Intellectual Property**

5.7.1 The University does not assert ownership over any pre-existing IP of Staff and Students, however, they must notify in writing about the existence of pre-existing IP they bring to the University within 30 days of the commencement of their employment or enrolment.

5.7.2 If no such information is received from Staff and Students within the timeframe mentioned in Clause 5.7.1, then any IP disclosed during the period of their employment or enrolment will be treated as described under Section 5.2.

## **6. DISCLOSURE AND EVALUATION OF IP**

### **6.1. General Principles:**

University faculty, student, staff or any other individual (as mentioned under Section 2.1) utilizing University resources, have following responsibilities in relation to intellectual property protection:

- i. Maintain appropriate research records.
- ii. Prevent premature public disclosure of research results prior to obtaining intellectual property protection.

### **6.2. IP Disclosure and Evaluation Process**

#### **6.2.1. Reporting an Intellectual Property**

- i. If an Inventor has created, generated or developed an IP for which the University asserts ownership under Clause 5.0 of this IP Policy, he/she must promptly

disclose the full details to the IP section of the University's Office of Research, Innovation and Commercialization (ORIC-NED) in writing along with duly filled prescribed Invention Disclosure Form (Appendix 1), containing full details of the intellectual property, within 30 days of knowledge about such invention, creation or intellectual property.

- ii. The Inventor must NOT disclose, publish or dispose of an invention before NEDUET has confirmed the receipt of notification in writing and evaluate its commercial potential and patentability.
- iii. The University may consult with other University Personnel or independent experts competent in the field to assist in the evaluation if necessary.
- iv. Within three (3) months from the date of receipt of the Invention Disclosure Form, the University shall inform, in writing to the Inventor(s) whether or not the University will pursue patenting and/or commercialization of the reported IP, subject to any obligations that may be owed to external parties. Failure to act within the period as stated herein shall be considered as a waiver by the University of its Ownership Right over the IP. However this period may be extended with the consent of the inventor (s).
- v. The Inventor(s) must not disclose any details of the invention in accordance with the Confidentiality Policy mentioned under Clause 9.2 of this IP Policy, in particular during the evaluation process until patent application has been filed.
- vi. The Inventor(s) shall inform the University the identity of any third party interested in the commercialization/ exploitation of the IP. Any conflict of interest shall also be disclosed at this stage.
- vii. In the case of exempt intellectual property as define under Clause 5.6 of this IP Policy, the Inventor(s) must

promptly disclose the full details of the IP to the IP section of the University's Office of Research, Innovation and Commercialization (ORIC-NED) in writing along with duly filled prescribed Invention Disclosure Form (Appendix 1) and a letter for claiming exemption, within 30 days of knowledge about such invention, creation or intellectual property.

- viii. If there are any obligations owed to an external party in respect of the IP under the terms of a grant or research agreement, the management of the IP will proceed in accordance with the terms of the agreement.

#### **6.2.2. Dealing with the Reported Intellectual Property**

- a. If the University decides to protect or develop the reported IP, it must notify the Inventor(s) concerned and the Head of Department, Section or Administrative Unit where the reported IP is originated
- b. If the University does not wish to commercialise disclosed IP that is owned by the University, it will notify the inventor(s). The inventor(s) may then request the University to assign the IP to him, her or them. In this case however, the terms of assignment will be negotiated with the University.
- c. The inventor is free, at his or her own cost, to protect or develop the reported intellectual property if the University:
  - i. Has informed the Inventor(s) that it does not wish to protect, develop or commercialize the reported intellectual property and officially assign the IP to the inventor(s) as mentioned under Clause 6.2.2b.
  - ii. Does not takes decision within three months (or any extension of it, as mentioned under Clause 6.2.1iv) of the acknowledgment of receipt of the Invention Disclosure Form.

- d. In the cases where Clause 6.2.2b and c applies, the University may however:
  - i. Claim a share in any commercial benefit received.
  - ii. Recover any costs incurred by the University
  - iii. Pursue the commercial exploitation and patenting of the IP under Clause 7.
- e. For IPs which are neither owned by the University nor the University has any claims of ownership, inventor(s) may request the University to manage or assists in the commercialisation process. In this case shares of benefits will be negotiated. The University may also decline to assist.
- f. If the University decide not to protect, develop or commercialize an IP under Clause 6.2.2b and c, the University reserves the right to assert ownership of any new IP generated with the use of University resources, based on the developments to the original IP (subject to any agreements with the inventor(s) or third parties).

## **7. COMMERCIALIZATION & PROTECTION OF UNIVERSITY'S IP**

### **7.1. Commercialization & Protection**

As legal and beneficial owner of the IP:

- i. The University shall be entitled to enter into any IP agreement with any third party on such terms and conditions as the University deem appropriate
- ii. The University shall be entitled to give rights or grant licenses in respect of the IP under conditions it shall deem suitable, or make other arrangements as it may deem appropriate to facilitate technology transfer.
- iii. The University is not entitled to negotiate contracts for consulting services for individual Inventors as part of any license arrangement
- iv. The University may use appropriate means to protect University owned IP, including but not limited to instituting legal

proceedings at relevant forums regarding infringement of IP rights and breach of license agreements.

## 7.2. Distribution of Commercial Benefits

- (a) After deducting any cost incurred, the University shall distribute all commercial benefits received in respect of IP as follows:
  - i. University's Share:..... %
  - ii. Inventors/Originator's Share:..... %
- (b) If it is not practicable to distribute commercial benefits due to their non-monetary nature, then the University, in consultation with the Inventor(s) may devise any suitable mechanism for distributing commercial benefits
- (c) If there are multiple Inventors of any reported intellectual property, the distribution of benefits between them will be agreed between the inventors according to the individual contribution of each inventor with the assistance of the University. If no agreement is reach, the University will hold benefits until the distribution formula is determined by the disputes resolution process of this IP Policy (refer Clause 8).
- (d) The University's share of commercial benefits (as defined under section 7.2.a) shall be distributed as follows:
  - i. Department :..... %
  - ii. Administration of IP (ORIC) :..... %
  - iii. University :..... %
- (e) If there are multiple inventor(s) from different Departments/Units, the Department's share will be distributed amongst them in accordance with the number of Inventors from each Department/Unit, or as decided by the Vice Chancellor.
- (f) The University shall distribute commercial benefits in a manner and time the University shall, in its sole and absolute discretion, deem appropriate.
- (g) If the University receives shares in a company in exchange for a license or assignment of the IP, these shares will be held by the University and the profits from the shares shall be distributed

according to the procedure mentioned under Clause 7.2 (a) to (f) whichever is applicable. An Inventor may also request to hold his/her portion of the shares in his/her own name, in which case he/she shall no longer be entitled to any profits from the liquidation of the remaining shares by the University

- (h) In case where the University returns the IP to Inventor(s) under Clause 6.2.2 (b) and (c) of this IP Policy, the following will apply:
  - i. The Inventor(s) shall be entitled to file for patent rights in their own name and at their own expense.
  - ii. The University shall be entitled to a percentage of any benefits received by the Inventor(s) from the commercial exploitation of such IP. The University's share shall be distributed as set out in Section 7.2 (d) of this IP Policy

### **7.3. Fate of Commercial Benefits under Special Circumstances**

- a. Under normal circumstances, leaving the employment with the University will not affect an individual's right to receive a share of income
- b. In the case of death of an individual, his/her share of any income will be payable to the legal heirs of the deceased.

## **8. RESOLUTION OF DISPUTES**

### **8.1 Disputes Resolution Procedure**

This policy is binding on the University and on the faculty, staff, and students upon whom it is effective according to the terms. In the case of any dispute arising involving the ownership, benefit sharing, or management of the IP, or any other matter arising out of this policy, the matter will be settled by the following procedure:

- (a) The dispute must be reported, in writing, to the IP Section of University's ORIC. The affected party (or parties) must mention that they wish to start the dispute resolution process set out in this IP Policy and must provide details of the disagreement.

- (b) Within 15 days (or as is agreed) of receiving of the complaint, the parties must meet with the Director ORIC to engage in discussions in an attempt to seek a resolution to the dispute.
- (c) In case the Vice-Chancellor is satisfied that the Director ORIC has, or would appear to have, a conflict of interest, the Vice-Chancellor shall select a suitable replacement.
- (d) If the parties are not able to resolve the dispute within 50 days (or such other time as is agreed) of the notice, then the parties must appoint a mutually agreed mediator to assist in negotiating a resolution of the dispute.
- (e) Each party must not use any information or documents obtained during mediation process for purpose other than in an attempt to resolve the disagreement. Any information and documents exchanged during mediation shall be keep confidential
- (f) If the dispute remain unresolved by mediation, any party may file court proceedings seeking relief

## **9. GENERAL OBLIGATIONS**

### **9.1 Review Committee**

The Intellectual Property Policy may be review time to time, as appropriate by a committee of the University comprising:

1. The Vice-Chancellor or his or her nominee (to act as Chair)
2. Deans of Faculties
3. Registrar
4. Representatives of ORIC and ASRB
5. One senior faculty member from each faculty nominated by faculty Dean

The task of the Review Committee is to monitor the operation and implementation of this IP Policy and recommend changes, if needed, for approval by the Senate. The Committee should meet at least once annually

## **9.2 Confidentiality**

- (a) Unless required by law, all University Personnel and Students shall at all times bound to maintain confidential all information as defined Section 3.7, whether created /developed/acquired on his/her own, in collaboration with others, or through discussions (formal or informal) with University colleagues.
- (b) The inventors and the University will undertake not to disclose the details of any unprotected IP to a third party unless a formal confidentiality agreement exists between the relevant parties

## **9.3 Violation of IP Policy**

Any violation of this IP Policies by any person covered under this policy shall be considered as a disciplinary offense and shall be dealt with in accordance with the provisions of the applicable University rules

## **9.4 Approving Authority**

Vice-Chancellor

## **9.5 Approval Dates**

To be decided