



# Policy & Procedures – Intellectual Property Rights

University of Malakand  
Khyber Pakhtunkhwa, Pakistan

**Office of Research, Innovation & Commercialization (ORIC)**



This Policy shall come into force at once

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**Abbreviations Used:**

UoM	University of Malakand
ORIC	Office of Research, Innovation and Commercialization
IP	Intellectual Property
IPRs	Intellectual Property Rights
TM	Trademark
GIs	Geographical Indications
PI	Principal Investigator
HOD	Head of the Department
IPO	Intellectual Property Organization
WIPO	World Intellectual Property Organization



## **1 Introduction**

University of Malakand recognizes the need for encouraging the practical application and economic use of the results of research carried out at the University for the benefit of the general public; therefore, it adopted the following Policy on Intellectual Property.

The present policy relates to the ownership, protection and commercial exploitation of Intellectual Property created by Researchers in the course of their duties or activities at the University. The document sets out the rules of the University for cooperation with industrial and business organizations and provides guidelines on the sharing of the economic benefits arising from the commercialization of Intellectual Property.

### **1.1 Purpose and objectives**

This policy provides guidelines for the staff, students and researchers of the University regarding Intellectual Property Rights, their implications and to protect their interest and rights against infringement. The IP Policy seeks to provide proper guidance and facilitation in commercialization of research outputs as well as to motivate and to encourage the researchers. The specific objectives of the policy are, to:

- i) Promote, encourage and aid scientific investigation and research;
- ii) Provide a platform for the encouragement of discovery spirit among the faculty and students.
- iii) Ensure that economic benefits arising from the commercialization of Intellectual Property are distributed in a fair and equitable manner recognizing the contributions of the Inventors, the University as well as any other relevant stakeholders.
- iv) Assure that name, slogans and logos of UoM are properly used, and to receive a fair share of any commercial gains from the use of its names;
- v) Provide legal certainty in research activities and technology-based relationships with third parties.
- vi) Ensure the timely and efficient protection and management of Intellectual Property.
- vii) Facilitate the recording, monitoring and maintenance of the University's Intellectual Property portfolio.

- viii) enhance the reputation of the University as an academic research institution and a member of society as well as the reputation of the Researchers through bringing the research results to public use and benefit.

## **2 Definitions**

### **2.1 Intellectual Property**

Means inventions, technologies, developments, improvements, materials, compounds, processes and all other research results and tangible research properties, including software and other copyright works.

### **2.2 Intellectual Property Rights**

Intellectual Property Rights (IP Rights) means ownership and associated rights relating to Intellectual Property, including patents, rights in utility model, plant breeders rights, rights in designs, trademarks, topography rights, know-how, trade secrets and all other intellectual or industrial property rights as well as copyrights, either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

### **2.3 Patents**

A patent is grant of exclusive rights for an invention to make, use and sell the invention for a limited period as per national and international standard. The patent grant excludes others from making, using, or selling the invention. Patent protection does not start until the actual grant of a patent.

A patent owner has the right to decide who may or may not use the patented invention for the period in which the invention is protected. The patent owner may give permission, or license, to other parties to use the invention on mutually agreed terms. The owner may also sell the right to the invention to someone else, who will then become the new owner of the patent. Once a patent expires, the protection ends and invention enters the public domain, that is, the owner no longer holds exclusive right to the invention which becomes available to commercial exploitation by others.

## 2.4 Copyrights

Copyright is a legal instrument that provides the creator of a work of art or literature, or a work that conveys information or ideas, the right to control how the work is used. The intent of copyright is to advance the progress of knowledge by giving an author of a work an economic incentive to create new works.

**Copyright includes the following creative works:**

**Literary works** which includes Books, Magazines, Journals, Lectures, Dramas, Novels, Computer programmes/Software and compilation of data etc.

**Artistic works** like Paintings, Maps, Photographs, Drawings, Charts, Calligraphies, Sculptures, Architectural Works, Label Designs, Logos, Monograms and other works alike.

**Cinematographic works** which includes movies, audio-visual works, documentaries etc; and

**Record works** which include sound recordings, musical works etc.

## 2.5 Trademarks

A Trademark is a word, phrase, symbol, and/or design that identifies and distinguishes the source of the goods of one party from those of others. A service mark is a word, phrase, symbol, and / or design that identifies and distinguishes the source of a service rather than goods.

## 2.6 Industrial Design

An industrial design is the ornamental or aesthetic aspect of an article. The design may consist of three-dimensional features, such as the shape or surface of an article, or of two-dimensional features, such as patterns, lines or colour.

Industrial designs are applied to a wide variety of products of industry and handicrafts: from technical and medical instruments to watches, jewelry and other luxury items; from house wares and electrical appliances to vehicles and architectural structures; from textile designs to leisure goods.

An industrial design is primarily relating to aesthetic or visual nature and does not relate to the technical features of an article.



## 2.7 Geographical Indications (GIs)

A Geographical Indication (GI) is a sign used in relation to products that have a specific geographical origin and possesses qualities or reputation essentially owing to natural and human factors of place of origin e-g Basmati Rice, Malta (Orange) of Khal (Dir) and Palaye (Malakand), Knife of Dir, Sport goods of Sialkot, Kinnow of Sargodha and Mango of Multan.

Geographical indications are typically used for agricultural products, foodstuffs, drinks, handicrafts, and industrial products.

## 2.8 Commercialization

Means any form of exploitation of Intellectual Property, including assignment, licensing, internal exploitation within the University and commercialization via a spin-off enterprise.

## 2.9 University

Refers to the University of Malakand.

## 2.10 University resources

Means any form of funds, facilities or resources whether tangible or intangible, including equipments, consumables and human resources provided by the University either in a direct or indirect way.

## 2.11 Inventor

Means the Researcher who contributed to the creation of the Intellectual Property.

## 2.12 Research Agreement

May refer to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreements concerning research pursued by Researchers and/or Intellectual Property created at the University.

**2.13 Researcher:** The person who participate in the process of research. It includes:

- i) Persons employed by the University and technical staff
- ii) Students, including under-graduate and graduate students of the University
- iii) Any persons, including visiting scientists who use the University resources, whether tangible or intangible and who perform any research task at the University

or otherwise participate in any research project administered by the University, including those funded by external sponsors.

#### **2.14 Spin-off**

Means a company established for the purpose of exploiting Intellectual Property originating from the University.

#### **2.15 Visiting Researcher**

Means individuals having an association with the University without being either its employees or students. "Visiting Researchers" includes academic visitors, individuals with honorary appointments in the University, any person representing a startup or an enterprise and emeritus staff.

#### **2.16 Net Income:**

The expression 'Net income' shall mean all license fees, royalties and any other amount received by the University, 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 University.

### **3 Scope of the Policy**

3.1. This Policy shall apply to all Intellectual Property created on or after the date of enforcement of this policy and all IP Rights associated with them.

3.2. This Policy shall apply to all Researchers who have established legal relationship with the University based on which the Researcher is bound by this Policy. Such a legal relationship may arise pursuant to the provision of law, collective agreement or individual agreement<sup>1</sup>.

3.3. Exceptions: The present Policy shall not apply in cases in which the Researcher entered into an explicit arrangement to the contrary with the University before the effective date of the Policy, or the University previously entered into an agreement with a third party concerning rights and obligations set out in this Policy.

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<sup>1</sup> Individual Agreement may refer to an employment contract or any other relevant agreement.

#### 4 Legal issues concerning the status of Researchers

4.1. The person exercising the authority of employment on behalf of the University shall ensure that the employment contract or other agreement establishing any type of employment relationship between the University and the Researcher includes a provision placing the Researcher under the scope of the Policy.

4.2. Students of the University shall be required to sign an agreement to be bound by this Policy before commencing any research activity.

4.3. Graduate students enrolling in the University in research doctoral programs shall be required to sign an agreement to be bound by this Policy upon their registration.

4.4. The person authorized to enter into an agreement on behalf of the University shall ensure that Researchers not employed by the University, 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 University before commencing any research activity at the University.

4.5. Notwithstanding Section 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 case to case basis by the **ORIC**.

4.6. Special arrangements may be needed for research activities pursued by a Researcher employed by the University but working in another institution as academic visitor. In such cases where the Researcher may be required by a third party to sign any document which might affect the University's IP Rights. The researcher is not permitted to sign any such documents without the written approval of the **ORIC** in order to avoid any subsequent disputes,. The approval shall not be denied if no University IP Rights are being affected. If such a document affects the University's IP Rights, the University shall initiate negotiations to enter into an agreement with the third party, as described in Section 5.

4.7. Rights and obligations under this Policy shall survive in case of any termination of enrolment or employment at the University.



## **5 External sponsorship, research collaboration with third parties**

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

**5.2.** Researchers shall not have the right to enter into a Research Agreement with third parties on behalf of the University unless they are authorized to do so by the University relevant authority.

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

**5.4.** In certain cases where it may be beneficial to the University to enter into Research Agreements that are exceptions to the provisions of this Policy with external sponsors of research and other third parties, in such case approval from ORIC will be required.

**5.5.** Depending on the relative intellectual and financial contributions of the University and the third party to the conception of the Intellectual Property, it may be appropriate for either cooperating party to obtain certain IP Rights and/or share in the revenue generated from its commercialization through a mutual agreement.

**5.6.** In the absence of such an agreement, referred in Section 5.5, it is the policy of the University that IP Rights shall be distributed among the cooperating parties in the proportion that reflects the proportions of contributing to the creation of the Intellectual Property.

**5.7.** In order to enable the cooperating parties to establish such proportions and to prevent subsequent disputes, it is expedient that the parties maintain regular, well-documented records of the research activities pursued, duly signed by all of them.

**5.8.** The agreement set forth in section 5.1. shall include, inter alia, provisions with respect to the following:

**5.8.1.** IP and associated rights already existing at the University prior to entering into the agreement.

**5.8.2.** IP and associated IP Rights arising from research activities set out in the agreement, after entering into it;

**5.8.3. Confidentiality requirements.**

**5.8.4. Terms of public disclosure;**

**5.8.5. Other relevant provisions.**

**5.9.** Any confidentiality provision of a Research Agreement aiming at the delay of public disclosure for the purpose of protection should not usually have effect for longer than **03** months from the time the concerned party is notified of the intent to publish.

**5.10.** Before signing, the full copy of the proposed agreements and other legal statements concerning the University's IP Rights shall be submitted to the ORIC for advice and approval of Ownership of Intellectual Property

## **6 Researcher Status**

### **6.1 Employees of the University**

**6.1.1** All rights in IP devised, made or created by an employee of the University in the course of his duties and activities of employment shall generally belong automatically to the University. The University will develop an Agreement with standard terms and conditions.

**6.1.2** If an employee of the University creates IP outside the normal course of his or her duties of employment, with the significant use of University Resources he/she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to the University as consideration for the use of University Resources, or otherwise agreed in a mutual agreement.

**6.1.3** The IP 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 University or its ownership shall be determined according to the terms of such agreements/bonds.

**6.1.4** Section 6.1. shall also apply to student employees of the University i.e research associate and students in internship with the university.

## **6.2 Employees pursuing research activities at other institutions**

**6.2.1.** Rights related to Intellectual Property that is created during an academic visit by the employee of the University to another University/Institution shall be governed by an agreement between the University and the other University/Institution (in accordance with Section 4.6). If the University's IP Rights are not affected, the IP created during the visit shall belong to the other University/Institution unless otherwise provided in an agreement.

## **6.3 Non-employees**

**6.3.1.** Visiting Researchers are required to transfer to the University any Intellectual Property they create in the course of their activities arising from their association with the University. Such individuals will be treated as if they were University employees for the purposes of this Policy.

## **6.4 Students**

**6.4.1.** Students who are not employed by the University 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 University 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 University 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 University Resources in connection with his or her research activity, he or she in the absence of agreement to the contrary, will be deemed to have agreed to transfer the IP Rights to the University as consideration for the use of University Resources.



**6.4.1.4.** The University shall claim ownership of all IP created in the course of graduate (doctorate) students' research activity.

## **7 Copy Rights**

**7.1** All rights in Copyrighted Works are owned by their creators regardless of the use of University Resources. Other conditions pertaining to copyright are governed under Section 11 of the policy.

### **7.2 Refusal/Delay in IP Exploitation**

The University shall not unreasonably withhold or delay an assignment of the IP Rights to the Inventor(s); however, it reserves the right to delay exploitation where it is in its interests to do so. If the University cannot, or decides not to, exploit any IP to which it lays claim, it shall forthwith notify the Inventor(s) along with the reasons of delay in exploitation. In such cases the Inventor(s) shall have the option to acquire related IP Rights; however, the University may claim a share from the income of any subsequent exploitation of the IP to the extent equaling the verified expenditures of the University incurred in connection with the protection and commercialization of such IP. The University may also claim for a perpetual non-exclusive royalty-free license for research purposes without the right to business exploitation and without the right to sub-license. The University may also claim for an agreed percentage of any net income generated by the Inventor(s) from the commercialization of the IP.

## **8 Conflict of interest and confidentiality**

**8.1.** A Researcher's primary commitment of time and intellectual contributions as an employee of the University should be to the education, research and academic programs of the University.

**8.2.** It is the responsibility of each Researcher to ensure that their agreements with third parties do not conflict with their obligations to the University or this Policy. This provision shall apply in particular to private consultancy and other research service agreements concluded with third

parties. Each Researcher should make his or her obligations to the University clear to those with whom such agreements may be made and should ensure that they are provided with a copy of this Policy.

**8.3.** Researchers shall keep the University's business secret in confidence. In terms of this Policy, inter alia, every fact, information, solution or data related to the research carried out at the University, whose public disclosure, or its acquisition or exploitation by unauthorized person could damage or endanger the University's 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.

**8.4.** In case of any conflict of interest or confidentiality issues, Researchers have to consult the University or the Person or Committee designated by the University.

**8.5.** Researchers shall promptly report all potential and existing conflict of interest to the designated person or committee of the University in order to reach solution satisfactory to each concerned party.

## **9 Identification, disclosure and commercialization of IP**

**9.1.** The University encourages its Researchers to identify research results with potential commercialization value and which may enhance the reputation of the University through bringing them to public use and benefit.

**9.2.** ORIC is responsible for the protection and commercialization of the University's IP. The Inventor(s) however, shall be consulted in each phase of the procedure.

**9.3.** Researchers shall be required to present in writing the draft publications containing patentable scientific results through the relevant Head of Department to the ORIC before publishing them.

9.4. Researchers, including employees, students and Visiting Researchers are obliged to disclose all IP falling within the scope of this policy to the person, committee or department designated by the University.

9.5. Since protection and successful commercialization of IP might depend on prompt and efficient administration, Inventors are required to disclose all potentially exploitable IP as soon as they become aware of them. The disclosure must be made in writing by completing the IP Disclosure Form available from the ORIC.

9.6. 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. 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.

9.7. In case of incomplete disclosure, the form may be sent back to the Inventor(s) requesting for additional information and to submit the updated form within 15 days. The date of disclosure shall be the day on which the person or department designated by the University receives the full disclosure signed by all Inventors.

9.8. If an Inventor is in any doubt whether an IP falls within the scope of this policy or it is potentially commercially exploitable, then the Inventor should submit a provisional disclosure to the person, committee or department designated by the University for consideration prior to making public disclosure of the IP.

9.9. Premature disclosure may compromise the protection and commercialization of IP. To avoid any loss of potential benefits, Researchers are required to make reasonable efforts to identify IP early in the development process and consider the consequent impacts of any public disclosure.

9.10. After full disclosure of all relevant information the person or department designated by the University shall record the IP in its register.



**9.11.** The person or department designated by the University 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 University and other concerned parties. In all other cases the procedure set out in this Policy shall apply.

**9.12.** ORIC shall notify the relevant quarter about all disclosures. The notification involves a short abstract of the IP and the name of the Inventor(s).

**9.13.** After the date of disclosure, the person, committee or department designated by the University shall immediately commence the evaluation of the IP. 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 IP. Based on results of the pre-evaluation a recommendation on whether to protect and exploit the IP shall be forwarded to the person or committee taking the final decision on behalf of the University. Such a recommendation shall be forwarded within 30 days from the date of disclosure. The final decision shall be taken within 45 days from the date of disclosure.

**9.14.** The Inventor(s) shall be informed of the decision within 10 days from the date of decision in writing. If the University decides not to commercialize the disclosed IP, then the provisions of Section 6.5. shall apply.

**9.15.** The Inventor(s) shall closely cooperate with the person or department designated by the University, the patent attorney or any other professional experts involved by the University. Inventor(s) are required to give reasonable assistance in protecting and commercially exploiting the IP by providing information, attending meetings and advising on further development.

**9.16.** The person, committee or department designated by the University shall, within reasonable time, commence the process for acquiring legal protection, if needed, and shall proceed with all due diligence to obtain the required protection. Public disclosure of research results made before

obtaining the right of priority concerning a specific IP application, highly jeopardize the proper protection of the related IP Rights, therefore Inventor(s) are required to avoid any public disclosure of research results prior to filing such applications. The University shall endeavor to avoid undue delays in publications.

9.17. The person or department designated by the University and the Inventor(s) shall jointly determine an appropriate commercialization strategy as part of the evaluation process within one months from the date of University's decision. The strategy will outline the tasks of each concerned party in the commercialization process and establish deadlines for the specific actions.

9.18. The person, committee or department designated by the University 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 or committee appointed by the University for decision.

9.19. 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-to-case basis by the person or committee designated by the University, giving due consideration to all circumstances.

9.20. The University 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 IP as a confidential know-how. In such cases Inventor(s) shall be directed in writing to refrain from any public disclosure of the IP. When choosing this option, however, the University shall consider the Researchers' freedom to publish as well as public interest into account.

9.21. If the University decides to discontinue an application, to withdraw it, or not to maintain a granted or registered right, the provisions of Section 8.20 shall apply. Such decisions shall be taken by the person or committee designated by the University.

9.22. Expenses incurring in connection with the protection and commercialization of IP shall be borne by the University.

## **10 Recording and maintenance of the University's IP portfolio**

**10.1.** ORIC shall maintain records of the University's IP in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance of protected IP, and shall, within reasonable time, inform the inventor(s).

**10.2.** The University shall maintain accounting records on each IP and shall ensure that the IP be recorded in the accounting records, that any costs incurred be paid in due course and that the revenues from exploitation be distributed.

## **11 Incentives and distribution of revenues, motivation of Researchers**

**11.1.** To encourage researchers, initial application fee for patent, copyright, trademark and industrial design will be paid by ORIC on behalf of the researchers. Moreover, along with the researchers as already stated, researchers from the affiliated colleges will also be facilitated in the same way and with the approval of the competent authority.

**11.2.** The University provides an incentive to Inventor(s) by distributing revenue generated from the commercialization of the IP.

**11.3.** An agreement will be developed on case-to-case basis for the distribution of Net Income arising from the commercialization of any IP depending on the circumstances, including the extent of University support for the development of the IP.

Normally each of the following will be apportioned a share of the revenue with the larger share flowing to the Inventor or as per agreement:

(a) The Inventor(s);

(b) The Department(s) of the University in which the Inventor(s) involved in the creation of the IP and

(c) ORIC Office;

Distribution of Revenue:



From the Commercialization of IP, generally financial returns will be distributed as per the below formula (unless otherwise specified in agreement):

- (a) Inventor / Creator = 70%
- (b) Relevant Department of the University = 15%
- (c) ORIC = 15%

11.4. In cases where there is more than one Inventor, the Inventor's share is divided between the Inventors equally or in a proportion which reflects their respective contributions as provided in the signed Invention Disclosure Form.

11.5. In certain cases the University 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 University in an entity to which the IP is licensed or assigned but which is not a spin-off enterprise.

11.6. In case of establishing a spin-off enterprise, an individual agreement between the University and the Inventor(s) shall be applicable regarding the share of equity. The conditions of the agreement shall be negotiated on a case-to-case basis having due regard to the contribution of the Inventors to any further development and the exploitation beyond the creation of IP and to any funding provided by the Inventor(s), the University 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 University on behalf of the University.

11.7. 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 University shall decide on such issues on a case-to-case basis.

## 12 Copyright

12.1 The University shall own copyrightable works as follows:

- (a) Works created in accordance with the terms of a University agreement with a third party;
- (b) Works created as a specific requirement of employment or as an assigned University duty that may be specified, for example, in a written job description or an employment agreement;
- (c) Works specifically commissioned by the University. The term "commissioned work" refers to a copyrightable work prepared under an agreement between the University and the creator when (i) the creator does not fall under the category of University Personnel or (ii) the creator is a University employee but the work to be performed falls outside the normal scope of the creator's University employment. Contracts covering commissioned works shall specify that the author convey by assignment, if necessary, such rights as are required by the University.
- (d) Works by Student(s): Unless provided otherwise by written agreement, copyrightable works prepared by students as part of the requirements for a University degree program shall be the property of the university.

**12.2 Video-recording, Computer Software, Pedagogical Software:** Courses developed and used for teaching at the University belong to the University. Any courses, which are videorecorded or recorded using any other media, are University property, and may not be further distributed for financial benefits without written permission.

**12.3** Unless provided otherwise by written agreement, the University shall not claim ownership of Scholarly Works.

### **13 Trademarks**

- 13.1 The University owns all rights, title and interest in any Trademarks (registered or otherwise) that relate to the University or relate to a programme of education, service, public relations, research or training by the University.
- 13.2 All the trademarks granted to the students/individual for their startups or enterprise through ORIC or through any department of the University shall vest with the University or

otherwise agreed by the university and the individual/ student. An agreement will be developed on case-to-case basis with the individuals who have registered their enterprise/startup with the support of the University.

## 14 Computer Programs

14.1 All IP rights to computer programs and applications shall vest with the University or otherwise agreed by the University and the researcher / inventor if: (a) it was created or developed by University Personnel or Students with University Support; (b) it was made or developed pursuant to a sponsored research agreement in which case unless the agreement explicitly determines ownership, the ownership and the IP rights of such computer programs shall vest with the University.

## 15 Administrative Procedures

- 15.1 The ORIC shall be responsible for the management of this Policy, including all activities pertaining to the evaluation, patenting and licensing of new Inventions and discoveries made at the University.
- 15.2 ORIC shall serve as a point of reference for all members of the University for: i) providing educational resources on IP issues and guidance for the creation and development of IP; ii) generating collaborations with industrial partners for new sources of research sponsorship; iii) protecting IP while protecting academic priorities, interests and values;
- 15.3 Signing Authority: ORIC, through its duly authorized personnel, shall have the signing authority on behalf of the University for various agreements, such as licenses, material transfer, industrial contracts and others pertaining to the ownership and management of IP once all such agreements have been reviewed by the Legal Office. **University Personnel and Students are not authorized to sign any agreements or documents that obligate the University to assign or license IP rights to another entity.**
- 15.4 One committee in the name of “Research & Patent Evaluation Committee” will be constituted to deal with all the matters of IP rights including review & evaluations of cases, review of the policy document from time to time to remove technical or legal anomalies identified during the implementation of the policy, dispute resolution, ethical



review of the research projects, commercialization and distribution of revenue generated through commercialization. Following are the proposed members of the committee.

i-	Dean of the respective faculty	Convener
ii-	Manager IP Rights	Member
iii-	Manager University-Industrial Linkages	Member
iv-	Concerned Researcher	Member
	Head of the concerned department	Member
	Manager Research Operations	Member/Secretary

## **16 Breach of the rules of this Policy**

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

## **17 Dispute and Appeals**

**17.1** In the first instance, disputes shall be dealt with by the “Research & Patent Evaluation Committee” as stated in Section 14.4. A decision shall be taken within 30 days from the submission of the concern dispute before the committee. Over and beyond the above, with respect to any legal dispute arising in connection with the rules of this Policy, the relevant provisions of the prevailing IP laws in the country shall be applicable.

## **18 Saving Clause:**

All agreements concluded by the University and the Researcher(s) at an earlier time shall be governed by the provisions of the Policy in field or effective at the time of the signing of such contracts.

Nothing in this Policy intends to override provisions of prevailing National Laws.

## References

- 1- World's IP Organization (WIPO) Switzerland, <https://www.wipo.int/portal/en/index.html>
- 2- Intellectual Property Organization of Pakistan (IPO Pakistan), <http://www.ipa.gov.pk/>
- 3- Policies related to research, Faculty Handbook 2019, Duke University USA
- 4- Statement of Policy in Regard to Intellectual Property as amended 2013, Harvard University, USA
- 5- "The Inventor's Guide to Technology Transfer", May 2012, Stanford University, USA
- 6- Policy on Intellectual Property, Agriculture University Faisalabad
- 7- University Policy on IPR, Aga Khan University
- 8- NUML Intellectual Property