

## AGA KHAN UNIVERSITY

<i>Policy No. ORGS/003-2019</i>	
<b>UNIVERSITY POLICY ON INTELLECTUAL PROPERTY RIGHTS <sup>1</sup></b>	
<i>Revised on</i>	February 14, 2019
<i>Approving Authority</i>	University Research Council <sup>2</sup>
<i>Contact Office</i>	Office of Research & Graduate Studies
<i>Related Policies</i>	<i>This document should be read in conjunction with the University policies Code of Good Research Practice and Access to Participants Data, Authorship Policy and University Publications Policy</i>

### **Purpose**

This policy is designed to establish procedures for the development, ownership, management and use of intellectual property of the University.

### **Objectives**

- I. To establish a clear and sound framework for the encouragement of invention, innovation, creative work and technological development;
- II. To protect the traditional rights of individuals with respect to the products of their intellectual endeavours;
- III. To set out a framework for protecting the creative efforts of the University and its employees and the economic and other investments made by the University;
- IV. To protect the interests of the University, including ensuring that the use of the University name and insignias is accurate and appropriate, and ensuring that the University receives appropriate value in the commercial development of its intellectual property.

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<sup>1</sup> First approved on: October 28, 2005; revised on: May 10, 2012; July 11, 2013

<sup>2</sup> Discussed in the University Research Council (URC) on October 11, 2018 and reviewed by AKU Legal Office on the advice of URC.

**1. DEFINITIONS:**

- 1.1 **Intellectual Property:** means and includes rights existing from time to time in any applicable jurisdiction, including common law, beneficial and equitable, and registered rights, to Confidential Information, Inventions, Works, Designs, Trademarks, Trade Names, technologies, plant breeders rights, and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world, including any pending applications, rights to file applications and rights to priority for any of the aforementioned.
- 1.2 **University:** means The Aga Khan University, including all its teaching sites and/or campuses located anywhere in the world, under whatever name or legal form such campuses may exist now or in the future
- 1.3 **University Personnel:** includes all full-time, part-time and contractual employees (working in any capacity whatsoever) of the University, fellows and residents, interns, volunteers and any non-employees who receive University Support, including visiting faculty in respect of their work at the University.
- 1.4 **Students:** includes all full-time and part-time students (paid or unpaid) of the University, including visiting students.
- 1.5 **Outsiders:** non AKU employees and non AKU students
- 1.6 **Employees: All salaried staff that are not enrolled in any academic programme**
- 1.7 **University Support:** means and includes any form of funds, facilities or resources, including equipment, consumables and human resources provided by the University either in a direct or indirect way, including but not limited to Incidental Support, Non-Incidental University Support to salaries, personnel, facilities, equipment, data, materials, or technological information, regardless of origin, which is used in the discovery or development of Intellectual Property and is provided through University channels.
- 1.8 **Incidental University Support:** means and includes non-monetary support such as Dorm room, library, internet, incubation facilities mentorship, and meeting spaces
- 1.9 **Non- Incidental University Support:** means all other support outside of Incidental University Support.
- 1.10 **Work(s):** means and includes any and all rights of copyright to original works of authorship to expressions in tangible form, in any material form, for literary, artistic, dramatic or musical works (including computer programs), performer's performances, sound recordings and communication signals, database rights, rights to data and compilations of data, moral rights and related rights to integrity of works, derivative works, including without limitation, printed material, procedure manuals, computer software or databases including pedagogical software, audio and visual material, circuit diagrams, architectural and engineering drawings, musical or dramatic compositions, choreographic works, pictorial or graphic works and material related to teaching, including but not limited to lectures, course outlines, programme proposals and descriptions, case studies, and other learning materials including textbooks.
- 1.11 **Invention(s):** means and includes any discovery, process, composition of matter, article of manufacture, know-how, design, model, technological development, biological material, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any improvements thereof.

- 1.12 **Inventor/Author:** means a member of University Personnel or Student who creates, conceives, expresses in tangible form, or reduces to practice, a Work, Invention or Design.
- 1.13 **Patent:** means an exclusive right granted by the Government allowing the applicant to exclude all others from making, using, or selling his/her invention within a particular territorial limit for a limited number of years.
- 1.14 **Trademark or a Service mark:** means any sign, or any combination of signs, capable of distinguishing the goods or services of one undertaking from those of other undertakings, including non-traditional marks such as smell, sound, taste, moving images, holograms and gestures, and includes Trade Names.
- 1.15 **Trade Name:** means the name under which any business is carried on, whether or not it is the name of a corporation, a partnership or an individual.
- 1.16 **Design or Industrial Design:** means visual features or appearance of shape, configuration, pattern or ornament, resulting from the features of, in particular the lines, contours, colours, shape, texture and/or materials of the article itself and/or its ornamentations, or any combination of these features applied to a finished article.
- 1.17 **Confidential Information:** means and includes all information, including data, whether oral or written, in whatever form or medium, including financial, commercial, scientific or technical information disclosed by one party to the other party including, without limitation: (i) trade secrets; (ii) proprietary products or services, related technology, ideas and algorithms; (iii) either party's technical, business or financial information and plans; (iv) any item marked as confidential by the disclosing party; and (v) Intellectual Property Rights; and (vi) any third party information provided to the disclosing party under an obligation of confidence, that is disclosed or made accessible to the recipient of such information. Confidential Information will not include information that the receiving party can show (a) is or becomes generally known or publicly available through no fault of the receiving party; (b) is known by or in the possession of the receiving party prior to its disclosure, as evidenced by business records, and is not subject to restriction; or (c) is lawfully obtained from a third party who has the right to make such disclosure.
- 1.18 **Copyright:** means a legal right of the author(s)/creator(s)/owner(s) of copyright to exclusive publication, production, sale and distribution of their work both domestically and internationally regardless of how it is published. Copyright protects the "expression" of an idea, not the idea itself.
- 1.19 **Computer programme/software:** means computer programs, databases, and program objects of any kind (including source code and object code), updates, upgrades, program set-up and customization parameters, tools, and data and the tangible media on which any of the foregoing are recorded, together with all files required for proper operation thereof and all associated tools, utilities, programs, and files.
- 1.20 **Contract:** means a legally binding agreement comprising terms between two or more parties in which an exchange of value occurs, and which legally creates rights and obligations for each party to the terms of that exchange. Those signing such an agreement must be authorized to bind the entity that they represent.
- 1.21 **Tangible Research Property (TRP):** means any tangible items produced in the course of research projects either through University Support or by external sponsors and includes biological materials, cell lines, data sets, engineering drawings, computer software, integrated circuit chips, computer databases, prototype devices, circuit diagrams, equipment.

- 1.22 **Net Income:** income remaining after deducting all costs incurred for obtaining, protecting, marketing and licensing the Intellectual Property by the University.
- 1.23 **Scholarly Work:** means a copyrightable work created by any University Personnel as evidence of academic advancement or academic accomplishment including, but not limited to, scholarly publications, journal articles, and research-based bulletins, monographs, books, plays, poems, musical compositions and other works of artistic imagination (excluding case-studies and other learning materials intended primarily for instructional uses and to be distributed commercially).
- 1.24 **Government:** means any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any division, agent, agency, commission, board or authority of any government, governmental body, quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing and any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel or arbitrator acting under the authority of any of the foregoing.
- 1.25 **Commercialization:** means any form of exploitation of Intellectual Property, including assignment, licensing, internal exploitation within the University and commercialization via a spin-off enterprise.
- 1.26 **Researcher:** means: i) persons employed by the University (whether fulltime, part-time or on contract and in any capacity whatsoever), including student employees and technical staff ii) students, including graduate and postgraduate students of the University iii) any persons, including visiting scientists who use the University resources 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.
- 1.27 **Research Agreement:** includes an agreement, including Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by Researchers and/or Intellectual Property created at the University. All such agreements shall include, inter alia, provisions with respect to the following, as applicable: Intellectual Property and associated rights already existing at the University prior to entering into the agreement; Treatment of Intellectual Property and associated intellectual property rights arising from research activities set out in the agreement, after entering into it; Confidentiality requirements; Terms of public disclosure; and such other relevant provisions as may be necessary.
- 1.28 **Spin-off:** means a company or entity established for the purpose of exploiting Intellectual Property originating from the University.

## 2. APPLICATION

- 2.1 Application to Intellectual Property. This Policy is applicable to all Intellectual Property developed or created in the course of work or study at the University with University Support. This Policy extends to all University Personnel and Students and applies to all programmes, including all campuses, teaching sites, hospitals, institutions, owned, controlled, managed, affiliated, attached and/or operated by the University, located throughout the world subject to local laws.

- 2.2 Application to Researchers. 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. 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).
- 2.3 Exception. 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.
- 2.4 Due Diligence. 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 Intellectual Property.
- 2.5 Survival. Rights and obligations under this Policy shall survive any expiration, termination of enrollment or employment at the University.

### **3. OWNERSHIP, CREATION, DEVELOPMENT AND PROTECTION OF INTELLECTUAL PROPERTY**

- 3.1 Ownership arising from University Support. The University exclusively and absolutely owns all rights, title and interest in and to Intellectual Property developed as a result of University Support. By accepting employment with or enrolment in the University, University Personnel and Students hereby 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 unless otherwise explicitly agreed. If an employee of the University creates Intellectual Property outside the normal course of his or her duties of employment, with the use of University Support, he or she will be deemed to have agreed to transfer and shall hereby assign and transfer the Intellectual Property to such created Intellectual Property to the University as consideration for the use of University Support. .
- 3.2 Reservation of Rights. Nothing in this Policy shall affect the University's right to practice and use the Intellectual Property created or developed at the University, or with University Support, for research, teaching and other non-commercial uses and any party that owns any such Intellectual Property hereby grants back to the University rights to practice any of such Intellectual Property for the University's own purposes or in conjunction with other similar research institutions, and for research, teaching and other non-commercial applications, but including technical services and industrially sponsored research.
- 3.3 Ownership for Sponsored Research. Ownership of Intellectual Property emerging from all sponsored research including clinical trials and partnerships will be negotiated separately taking this Policy and the interests of the University into account.

#### **3.4 IP ownership and degree of University Support**

- (a) In case student IP is developed through Incidental University Support, the student(s) may claim full ownership over IP with prior written agreement with the University.
- (b) Ownership guidelines for Outsiders and Employees involved in the development of IP through Incidental University Support will be determined on a case by case basis.

### **3.5 Joint Ownership of IP**

- (a) **Background IP.** The parties to a project/programme shall each retain all rights, title, and interest in or to their respective technology and Intellectual Property at the effective date of a project that results in the development of joint Intellectual Property. Unless specifically assigned in a written agreement at the effective date of a project or subsequently, any and all rights not specifically granted under the written agreement are reserved to the owner(s). “**Background IP**” means all Intellectual Property that are already owned by, assigned to or licensed to a party on the effective date prior to the commencement of joint project pursuant to a separate written agreement.
- (b) **Relative Ownership Share.** To promote innovation and entrepreneurial culture University allows joint ownership of intellectual property in select cases. Jointly owned intellectual property shall be determined by the relative contributions made by each contributor - unless otherwise provided in a written agreement. The ownership interests may be expressed in percentages of ownership or an unbundling of the rights associated with the work, whatever the parties agree to.
- (c) **License.** Notwithstanding the foregoing, the University shall have a non-exclusive, worldwide, perpetual, irrevocable, and non-royalty-bearing license to use the jointly arising Intellectual Property, including any imbedded Background IP of any party, for academic and research purposes.

### **3.6 Patents and Designs**

- (a) All potentially patentable inventions or designs conceived, designed, reduced to practice or created by University Personnel and Students in the course of their University responsibilities or with University Support shall be disclosed on a timely basis to the University.
- (b) All University Personnel and Students are expected and obliged to notify and to disclose to the University any discovery or invention which may be useful, patentable, or otherwise protectable, including potentially useful biological materials, devices, and software, even if not patentable.

The University shall have the first right, either directly or through an outside agent, to evaluate and seek patent protection of the Invention and Design, and to undertake efforts to introduce the Invention into public use. The Inventor is expected to cooperate (at no expense to the Inventor) with the University and/or the outside agent, including assigning to the University any ownership rights the Inventor may have in order to permit the University or the outside agent to evaluate the Invention, to seek a patent, and/or otherwise to introduce the Invention into public use.

- (c) Royalties or other income resulting from the Invention and Design will be shared among the Inventor, the University in accordance with section 4.4 as well as other applicable University's policies and any relevant terms of any agreement between the Inventor and the University.
- (d) If the University does not want to seek patent protection of the Invention and Design, it will inform the Inventor who can then pursue patent protection if he/she so wishes independently and at no cost to the University. Under such circumstances, the agreement shall include an apportioning of some appropriate share of resulting revenue to the University.

*See Annexure A and C for further information on filing patents.*

### **3.7 Copyright**

- (a) The University shall own copyrightable works as follows:
  - (i) Works created pursuant to the terms of a University agreement with a third party;
  - (ii) Works created as a specific requirement of employment or in the course of employment or as an assigned University duty that may be specified, for example, in a written job description or an employment agreement;
  - (iii) 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/transfer by assignment, if necessary, such rights as are required by the University.
  - (iv) Works by Student(s): Unless provided otherwise by written agreement, copyrightable works prepared by students as part of the requirements for a University degree programme shall be the property of the student but are subject to the following provisions:
    - (A) The original data and materials (including software) researched for a graduate thesis or dissertation are the property of the University but a copy may be retained by the student at the discretion of the student's principal department.
    - (B) The University reserves the right, as a condition of awarding the degree, to retain, use and distribute a limited number of copies of the thesis, royalty-free, together with the right to require its publication for archival and/or educational use.
- (b) Videorecording, 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 without written permission from the Department Head.
- (c) Case-studies and other learning materials intended primarily for instructional uses and to be distributed commercially.
- (d) Unless provided otherwise by written agreement, the University shall not claim ownership of Scholarly Works. Notwithstanding anything in this Policy, the University shall have a non-exclusive, worldwide, perpetual, irrevocable, and non-royalty-bearing license to use and modify the Scholarly Works for University purposes, including instructional uses, training and research.

### **3.8 Trademarks**

- (a) 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.

### **3.9 Computer Programmes**

- (a) All Intellectual Property rights to computer programmes shall vest with the University if:
  - (i) it was created or developed by University Personnel or Students with University Support;
  - (ii) it was made or developed pursuant to a sponsored research agreement in which case unless the agreement explicitly determines ownership, the ownership and the Intellectual Property rights of such computer programmes shall vest with the University.

### **3.10 Other Intellectual Property**

- (a) All rights, interests and title to any and all Intellectual Property created or developed by or at the University shall vest with the University.
- (b) For the purposes of this section, Intellectual Property rights created or developed by or at the University include,
  - (i) Intellectual Property rights resulting or arising out of the activity of the creator, author or inventor's employment or engagement with the University; or
  - (ii) Intellectual Property rights created or using resources or facilities of the University.
- (c) developed by University Personnel or Students using University Support will be the property of the University subject to agreements with appropriate funding sources.

*See Annexure B for more information on TRP.*

## **4. ADMINISTRATIVE PROCEDURES**

- 4.1 **Research Office:** The University Research Office 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.
- 4.2 The Research Office shall serve as a point of reference for all members of the University for:
  - (a) providing educational resources on Intellectual Property issues and guidance for the creation and development of Intellectual Property;
  - (b) generating collaborations with industrial partners for new sources of research sponsorship;
  - (c) protecting Intellectual Property while protecting academic priorities, interests and values;
  - (d) evaluating whether the research results and /or Inventions are patentable and navigating it through the patenting process with the assistance of the Legal Office of the University;
  - (e) effectively transferring discoveries and inventions from the classroom and laboratory into commercial development;
  - (f) monitoring research and license agreements to ensure the development and commercialization of the technologies;
  - (g) managing the Intellectual Property portfolio of the University.

### **4.3 Signing Authority**

Research Office, through its duly authorised personnel, along with the Finance Department designated individual as co-signatory, 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 Intellectual Property 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 intellectual property rights to another entity.

### **4.4 Income Sharing**

- (a) The formula of distribution of Net Income arising from the commercialization of any Intellectual Property will be negotiated on a case-by-case basis as a function of particular circumstances, including the extent of University support for the development of the Intellectual Property. Normally each of the following will be apportioned a share of the revenue with the larger share flowing to the Inventor:
  - (i) The Inventor(s);
  - (ii) The Department(s) of the University in which the Inventor(s) involved in the creation of the Intellectual Property is/are deployed;
  - (iii) The Research Office; and
  - (iv) The University, to be used at the discretion of the President.
- (b) Negotiations on behalf of the University will be conducted by the Associate Vice Provost in charge of the Research Office or designate in consultation with the head of the academic unit of the Inventor.
- (c) Person(s) whose Work or Invention is owned by the University as commissioned work are not entitled to royalties under this Policy.
- (d) Best Practice: The following considerations shall guide the determination of the Net Income.
  - (i) One-third (1/3) of Net Income generated by patentable intellectual property shall go to the Inventor.
  - (ii) One-third (1/3) of Net Income generated by patentable intellectual property shall go to the University, one-third (1/3) of which will used to support research in the Faculty/Department where the research took place.
  - (iii) One-third (1/3) of Net Income generated by patentable intellectual property shall be committed to the Commercialization process.

## **5. DISPUTE RESOLUTION**

- 5.1 Disputes between members of University Personnel research teams: If a dispute or concern arises with regard to ownership of the Intellectual Property, efforts should be made to resolve it within the University Personnel research team. If the dispute persists, and if all the University Personnel belong to the same department, the aggrieved party shall approach the Departmental Head for resolution of the dispute. If members of the research team are from different departments, the aggrieved party may refer the dispute for resolution to the Chair of University Research Council through their Dean/Director of their academic unit.

- 5.2 If the aggrieved party is not satisfied with the decision of the Dean/Director or the Chair of University Research Council, they may approach the Provost to settle the dispute. The Provost may appoint a sub-committee led by a member of the University Research Council to look into the dispute. The decision of the sub-committee will be final and binding on all parties.
- 5.3 Any dispute between University Personnel and the University with respect to the application of this Policy shall be referred to the Provost whose decision shall be final and binding on all the parties.
- 5.4 Any dispute between University Personnel and Students or between Students relating to the ownership of Intellectual Property shall be referred to the Department Head. If the matter is not resolved through the intervention of the Department Head, the matter shall be referred to the Provost whose decision shall be final and binding on all the parties.

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*Related policies and annexures:*

1. Snapshots from reference regarding student owned IP
  2. HR/ER-07 Conflict of Interest Policy (available from AKU Portal – Human Resources)
  3. Annexure A – Assessment of Invention and criteria for filing patents
  4. Annexure B – Access and control of Research Data and TRP
  5. Annexure C – Invention Disclosure Form
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References

- 1) [Intellectual Property Policy, The Johns Hopkins University, October 5, 2011.](#)
- 2) [Guidelines on Developing Intellectual Property Policy for Universities and R&D Organizations, World Intellectual Property Organization, Geneva, Switzerland, December 2004.](#)
- 3) [Statement of Policy in regard to Intellectual Property. Office of Technology Development, Harvard University, May 1, 2012.](#)
- 4) [Policy on Intellectual Property Rights. Office of Research Support, Duke University, May 11, 2000.](#)
- 5) [Intellectual Property: Inventions, Patents, and Licensing. Stanford University, USA.](#)
- 6) [Revised Intellectual Property. University of Illinois, Urbana-Champaign Senate, February 9, 1998.](#)
- 7) [Intellectual Property Guidelines, University of Alberta, 2004.](#)
- 8) [Intellectual Property Organization of Pakistan.](#)
- 9) [Michigan Business & Entrepreneurial Law Review, Volume 2, Issue 1, 2012](#)  
[“Student Intellectual Property Issues on the Entrepreneurial Campus”](#)

## **Snapshots from Reference Regarding Student Owned IP**

### **Definition of incidental use of resources**

“[s]tudent inventions that are developed with more than incidental use of Stanford resources fall under the Stanford policy (<http://rph.stanford.edu/5-1.html>).”<sup>145</sup> That guide provides the following examples of “more than incidental use”: (i) use of the Stanford funds to file a provisional patent, to create physical prototypes, to acquire data for an invention or to develop an invention; (ii) use of Stanford facilities such as the Machine Labs.<sup>146</sup> The guide provides that “incidental use” would include “use of the library, use of computer resources available to all students, email, the dorm room, or the use of classrooms to discuss projects.”<sup>147</sup>

Reference1

### **Guide on expediting student led IP developed through incidental resources**

Stanford and MIT have long histories of fostering entrepreneurial activity on campus. Because of that long history, administrators on campus are extremely experienced and sophisticated at managing intellectual property questions. Additionally, those schools have developed mechanisms for addressing such questions. For example, MIT has a form document available online allowing students to request MIT to waive any rights it might have in a student’s invention based on that student’s use of university resources.<sup>151</sup> Similar policy language, where ownership hinges on the extent of university resources used by the student, may be more troublesome at schools with less experience in managing intellectual property ownership questions. These schools may lack personnel experienced at making these ownership determinations or mechanisms for quickly confirming student ownership.

Reference 2

## Annexure 'A'

**Assessment of Inventions and Process and Criteria for Patent Filing****Patentability**

1. A patent is an exclusive right granted for an invention, which is a product or a process that provides, in general, a new way of doing something, or offers a new technical solution to a problem. In order to be patentable, the invention must fulfill certain conditions.
2. An invention must, in general, fulfill the following conditions to be protected by a patent:
  - it must be of practical use;
  - it must show an element of novelty, that is, some new characteristic which is not known in the body of existing knowledge in its technical field. This body of existing knowledge is called "prior art";
  - it must show an inventive or non-obvious step which could not be deduced by a person with average knowledge of the technical field; and
  - its subject matter must be accepted as "patentable" under the applicable law.
3. In general, an application for a patent must be filed with the local Patent Office, and a patent shall be granted and enforced, in each country in which the University seeks patent protection for its invention, in accordance with the law of that country. In some regions, a regional patent office, for example, the European Patent Office (EPO) or the African Regional Intellectual Property Organization (ARIPO) which accepts regional patent applications, or grants patents, which have the same effect as applications filed, or patents granted, in the member States of that region.
4. It is important to file a patent application before publicly disclosing the details of the invention. In general, any invention which is made public before an application is filed would be considered prior art. The applicant's public disclosure of the invention prior to filing a patent application would prevent him/her from obtaining a valid patent for that invention, since such invention would not comply with the novelty requirement.
5. In patent law, the word "publication" is interpreted much more broadly than when used in the typical research community. A publication or public disclosure is anything that is made readily available to the public (a journal paper, a conference presentation, a publication on the World Wide Web, even a dissertation indexed at the library) that describes the basic ideas in enough detail that someone else would be able to make and use the invention; i.e., those ideas that are new. Showing or telling these ideas may also constitute disclosure, as does selling or offering for sale a prototype of the invention.

**Completion of Checklist**

6. A checklist can be obtained from the Legal Office which requires the inventor to provide information about a potential patent, what was invented, circumstances leading to the invention, and facts concerning subsequent activities. It provides the basis for a determination of patentability and the technical information for drafting a patent application.

7. Inventors must complete and submit the checklist to the Legal Office for each potentially patentable invention conceived or first actually reduced to practice in whole or in part in the course of their University responsibilities or with more than incidental use of University resources. The Legal Office requires a minimum of two (2) weeks to review the information provided and shall then contact the inventor for further information and next steps.

### **Licensing Strategy**

8. The University recognizes that protection of proprietary rights in the form of a patent or copyright are often necessary, particularly with inventions derived from basic research, to encourage a company to risk the investment of its personnel and financial resources to develop the invention.
9. In order to commercialize intellectual property, the fundamental mechanism is licensing, i.e. the granting of permission, under certain terms and conditions, for the commercial business or company to use the intellectual property. Licensing take many different forms and can be for particular fields of application, geographical areas, and periods of time.
10. In some cases an exclusive license may be necessary to provide an incentive for a company to undertake commercial development and production. Non-exclusive licenses allow several companies to exploit an invention.
11. A sample licensing agreement can be obtained from the AKU Legal Office who must be consulted before any such arrangement is entered into with commercial businesses or companies.
12. The research and teaching missions of the University always take precedence over patent considerations. While the University recognizes the benefits of patent development, it is most important that the direction of University research not be established or unduly influenced by patent considerations or personal financial interests.
13. The Research Office shall handle the evaluation, marketing, negotiations and licensing of University-owned inventions with commercial potential in accordance with the Royalty Sharing provisions under Article 4.4.

## Annexure 'B'

**Access and Control of Research Data and Tangible Research Property**

1. Research data and any tangible research property, including but not limited to medical records or biological samples (TRP) generated, observed or collected by University Personnel shall be the property of the University, which can be held accountable for the integrity of the data even after the University Personnel have left the University.
2. It is the University's policy to promote the prompt and open exchange of TRP and research data with scientific colleagues outside the investigator's immediate laboratory.
3. It is the responsibility of the principal investigator (or department chairperson, if the TRP is not developed as a sponsored research project) to control the development, storage, use, and distribution of data and TRP made in the course of research activity, subject to provisions of applicable grants or contracts and University policy.
4. Such control includes determining if and when distribution of the TRP is to be made beyond the laboratory for others' scientific use within the University or shared with researchers outside the University. When distributing TRP to research colleagues outside the laboratory, costs of the raw materials and handling may be recovered from the recipient, with the income returned to the account, which funded those costs. If any costs are charged for TRP distribution, adequate documentation must be maintained for audit purposes.
5. In case of any biological samples being shared externally, the principal investigator must ensure that a proper Material Transfer Agreement (MTA) is executed between the University and the external researcher in order to protect and secure the University's rights over such TRP. A sample MTA can be obtained through the AKU Legal Office.
6. If software owned by the University has commercial value or if it is considered desirable to control subsequent use, distribution for research purposes must be coordinated with the Research Office and must be accompanied by an appropriate agreement with the recipient. The Research Office may coordinate with the Legal Office for any trademark and copyright registration if needed. The AKU Legal Office will also provide wording for the distribution agreement as necessary to preserve commercial value of the software and provide coordination with existing or prospective commercial licensing activities.
7. University Personnel, outside the research group, should be allowed access to research data only after approval from the Department Head after going through a due process that should confirm data safety and integrity. If there is any possibility that a copyright or patent application might emerge from a group project, the Research Office must be notified in writing.
8. University Personnel who leave the University may be entitled to take a copy of the research data they have collected to another institution provided it is for the sole purpose of continuing and/or completing the research they had commenced at the University. A formal written agreement on disposition of research data shall be entered into prior to the use of the data outside the University.
9. Where two or more of University Personnel have jointly generated research data they may incorporate the data in their thesis, for which they will have the copyright, with the permission of the other co-owners. The grant of permission to use data in their thesis, shall not give the University Personnel the right to use such data for any other purpose without permission from the University.

## Annexure 'C'

**Invention Disclosure Form**

Department: \_\_\_\_\_

Contact person: \_\_\_\_\_

Phone number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Registration number: \_\_\_\_\_

Date of submission: \_\_\_\_\_

**I. DESCRIPTION OF THE TECHNOLOGY**

1. Title of the technology (Non-confidential information)

2. Brief description of the technology (Non-confidential information, 3-4 sections, given in a language easily understandable by investors and other persons not skilled in the art)

3. Detailed description of the technology (Confidential information, 10-15 sections)

4. Novelty and advantages of the technology (Please, refer to publications to help understand thenovelty of the technology through the present state of the art and provide an insight into the general development of the technology.)

5. Areas of exploitation. Please, refer to all potential fields of application. (Who may be interested in the exploitation of the technology? Please, introduce the uniqueness of the product or service, which could be developed by using this specific technology.)

6. Phase of development and proof of concept (Please, present any practical application of the technology.)

7. Keywords

## II. PUBLICATIONS AND COMPARABLE TECHNOLOGIES

1. Has the technology been published in any abstract, paper, presentation, thesis, speech, article or any other form of publication in full or in part? If yes, please list the relevant publications and attach all available copies to this form.

2. When do you plan to publish research results related to this specific technology?

3. Please, list the most relevant published scientific works in the field of the technology.

4. Please, list all known pending patent applications and granted patents in the field of the technology.

5. Are you aware of any academic research groups or business enterprises conducting research in the field of the technology?

6. Please, list any known enterprises engaged in the development and/or exploitation of comparable technologies in the field of this specific technology.

**III. INVENTORS**

1. Who are the inventors of the technology? (Please, list all inventors, who made intellectual contribution to the creation of the technology.)

Name	Type of legal relationship between the Inventor and the Institute	% of contribution	Dept./ organization	Contact data (address/phone)
1.				
2.				
3.				
...				

2. Please, list all researchers, who participated in the development of the technology in addition to the inventors.

Name of the Researcher	Type of legal relationship between the Researcher and the Institute	Department/ organization	Contact data (address/phone)
1.			
2.			
3.			
...			

**IV. RESEARCH FUNDING AND COLLABORATION**

1. Please, specify the financial resources used for the research and development of the technology.

Type of fund	Duration of the relating contract	Name of the organization providing financial contribution
1.		
2.		
3.		
...		

2. Please, list all third parties collaborating during the research work.

3. Please, attach a copy of all agreements or other legal statements relating to the research activity to this form.

4. Are any materials (reagent, cell line, antibody, plasmid, chemical compound, computer software, etc.) been transferred to a third party during the development of the technology? If yes, please give details of it.

5. Have you ever disclosed the technology in full or in part to any third party? If yes, please give details of it and attach a copy of all relevant confidentiality agreements to this form.

All information provided in this form shall be treated confidentially by the Institute.

I, the undersigned inventor, hereby declare that I/WE am/are aware of the provisions of the IP Policy of the Institute and I agree to be bound by the rules set out in it.

[Name of Inventor 1]	Date	Signature
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[Name of Inventor 2]	Date	Signature
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[Name of Inventor 3]	Date	Signature
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[Name of Inventor 4]	Date	Signature
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