

UNIVERSITY OF ENGINEERING AND TECHNOLOGY, LAHORE
REGULATION BRANCH

Dated: 30.04.2020

NOTIFICATION

Subject: **UNIVERSITY'S INTELLECTUAL PROPERTY (IP) POLICY**

No.Univ/Regu-III/2020/241. It is hereby notified for the information of all concerned that the Syndicate in its 1/2020 meeting held on 29.02.2020 and 05.03.2020 has approved the University's Intellectual Property Policy (copy attached).

As per advice of the Syndicate, this policy is in consonance with Intellectual Property Policy of Government of Pakistan and Intellectual Property Organization Ordinance 2012, as confirmed by the Director ORIC.



(Ch. Abdul Hameed)
Assistant Registrar (Academic)
for Registrar

C.C. to: -

1. Deans of All Faculties
2. Chairpersons / Directors of all Teaching Departments
3. Campus Coordinators / Incharge Campuses
4. Director ORIC
5. Director QEC
6. Director Computer Cell, to upload the IP Policy on the University website
7. Secretary to Vice-Chancellor

INTELLECTUAL PROPERTY POLICY

PREFACE

An *Intellectual Property Policy* provides legal parameters for conflicting interests of all the stakeholders in case of an invention, innovation, as well as any precious work of commercial value. Intellectual Property (IP) policy defines the rights, responsibilities and sharing of profits for each party after commercialization of the university research for public benefit, a process sometimes referred to as technology transfer. Universities in the developed countries are becoming more informed on IP Rights, whereas universities in developing countries and their staff have been losing this opportunity of remarkable identity and more importantly a sustainable source of income too. Significant income can be generated through commercialization of innovations and research findings from universities and Research and Development (R&D) institutions. The commercialization of innovations will be helpful not only in academic development & ranking, but it will also promote linkages between Universities and Industry.

The purpose of UET Intellectual property policy document is to provide guidance and necessary advice in order to encourage the early identification of IP and its successful exploitation for the mutual benefit of all parties. The policy obviously cannot address every situation that may arise in the development, enforcement and management of IP rights. Rather, this policy is intended to serve as a set of guidelines for University faculty, staff, students and visitors.

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1 INTRODUCTION AND DEFINITIONS

Introduction

The University recognizes the need to encourage practical application and economic use of the research carried out at the University for the benefit of the society; as a result it adopts the following Policy on Intellectual Property.

The Policy relates to the ownership, protection and commercial exploitation of Intellectual Property (IP) 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 sharing of the economic benefits arising from IP commercialization. This Policy aims to:

- i. Promote, encourage and help scientific investigation and research;
- ii. Provide legal certainty in research activities and technology-based relationships with third parties;
- iii. Set out the University's procedures on identification, ownership, protection and commercialization of Intellectual Property;
- iv. Ensure timely and efficient protection and management of Intellectual Property;
- v. Facilitate recording, monitoring and maintenance of the University's Intellectual Property portfolio;
- vi. 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;
- vii. Ensure that name, insignias and logos of UET are properly used on documents, and to receive a fair share of any commercial fruits from the use of its names.
- 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.
- ix. To conduct IP audit/assessment of IP Rights on annual basis and set targets for management of University's IP assets.

Definitions

- "Commercialization" means any form of exploitation of Intellectual Property, including assignment, licensing, internal exploitation within the University and commercialization via a spin-off enterprise.
- "Copyrighted works" means literary, scientific and art works, including academic publications, scholarly books, articles, lectures, musical compositions, films, presentations and other materials or works other than software, which qualify for protection under the copyright law.
- "UET, Lahore" means the University of Engineering & Technology, Lahore and its Campuses.
- "the University" means the UET, Lahore.

- “University resources” means any form of funds, facilities or resources, including equipment, consumables and human resources provided by the University of Engineering & Technology, Lahore or its Campuses either in a direct or indirect way.
- “Intellectual Property” means inventions, technologies, developments, improvements, materials, compounds, processes and all other research results and tangible research properties, including software and other copyrighted works.
- “Intellectual Property Rights” (IP Rights) means ownership and associated rights relating to Intellectual Property, including patents, rights in utility model, 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.
- “Inventor” means the Researcher who contributed to the creation of the Intellectual Property.
- “Research Agreement” may refer to Research Service Agreement, Cooperative Research & 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.
- “Researcher” means:
 - persons employed by the University, including student employees and technical staff,
 - students, including undergraduate, graduate and postgraduate students of the University,
 - 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.
- “Spin-off” means a company established for the purpose of exploiting Intellectual Property originating from the University.
- “Visiting Researcher” means individual having an association with the University without being either employees or students. “Visiting Researchers” includes academic visitors, individuals with honorary appointments in the University and emeritus staff.

Abbreviations

CO-PI	Coordinating Principal Investigator	,
GI	Geographical Indication	,
IC	Integrated circuit	
IP	Intellectual Property	
MTA	Material Transfer Agreement	

ORIC	Office of Research, Innovation & Commercialization
PI	Principal Investigator
R&D	Research & Development
UET	University of Engineering & Technology

2 SCOPE OF THE POLICY

2.1 This Policy shall apply to all Intellectual Property created on or after effective date and all IP Rights associated with them.

2.2 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 employment contract and any other legal statement.

2.3 Present Policy shall not apply where the Researcher entered into an explicit arrangement to the contrary with the University before 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.

3 REGULATIONS

3.1 Legal issues concerning the status of Researchers

3.1.1 The Registrar 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.

3.1.2 The students section of the University shall get an agreement signed from students to be bound by this Policy before commencing any research activity. Postgraduate students enrolling in research doctoral programs shall be required to sign an agreement to be bound by this Policy upon registration.

3.1.3 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.

3.1.4 Special arrangements may be needed to meet prior obligations of Visiting Researchers. Any such requested special arrangements shall be assessed and decisions shall be taken on a case-to-case basis by the person or committee designated by the University.

3.1.5 Rights and obligations under this Policy shall sustain any termination of enrollment or employment at the University.

3.2 External sponsorship, research collaboration with third parties

3.2.1 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).

3.2.2 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 competent authority of the University.

3.2.3 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.

3.2.4 In the absence of such an agreement defined in Section 3.2.1., 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.

3.2.5 The agreement set forth in Section 3.2.1 shall include, inter alia provisions with respect to the following:

- 3.2.5.1 IP and associated rights already existing at the University prior to entering into the agreement;
- 3.2.5.2 IP and associated IP Rights arising from research activities set out in the agreement, after entering into it;
- 3.2.5.3 Confidentiality requirements;
- 3.2.5.4 Terms of public disclosure;
- 3.2.5.5 Other relevant provisions.

3.2.6 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 six months from the time the concerned party is notified of the intent to publish.

4 IP OWNERSHIP

4.1 Course Material

Course materials mean all materials produced in a course or use of Patents in teaching in any form (including digital print, video and visual material) and all intellectual property rights in such materials and will include lectures, lecture notes and material, syllabi, study guides, assessment material, images, multimedia presentations, web content and course software.

4.2 Research Project

All the research activities will also be covered under IP policy. In this regard, however, this policy will not affect those research projects which are under process (already have a signed agreement).

4.3 Employees of the University

4.3.1 All rights in Intellectual Property devised, made or created by an employee of the University in the course of his or her duties and activities of employment shall generally belong automatically to the University.

4.3.2 If an employee of the University creates Intellectual Property outside the normal course of his or her duties of employment, with the significant use of University Resources he or 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.

4.3.3 Intellectual Property as defined in Section 4.3.1, created in the course of, or pursuant to a sponsored research or other type of agreement with a third party, shall initially belong to the University and then ownership shall be determined according to the terms of such agreements (in accordance with Section 3.2).

4.3.4 Section 4.3 shall also apply to student employees of the University.

4.4 Employees pursuing research activities at other institutions

Rights related to Intellectual Property that is created during an academic visit by the employee of the University to another university/institute shall be governed by an agreement between the University and the other university/institute (in accordance with Paragraph 3.1.4.). If the University's IP Rights are not affected, the IP created during the visit shall belong to the other university/institute unless otherwise provided in an agreement.

4.5 Non-employees

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.

4.6 Students

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

4.6.2 If a student is offered a internship sponsored by a third party under a separate agreement, under which the third party has a claim on Intellectual Property arising from the internship period, the student must agree that the Intellectual Property 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.

4.6.3 Intellectual Property 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.

4.6.4 If a student creates Intellectual Property with the significant use of University Resources or university scholarship in connection with his or her research activity, he or 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.

4.6.5 The University shall claim ownership of all IP created in the course of postgraduate (doctorate) students research activity.

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

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

4.6.8 If the University cannot, or decides not to, exploit any Intellectual Property to which it lays claim, it shall forthwith notify the Inventor(s). The notification shall be made at least one month prior to any act or any intentional omission liable to prevent the obtainment of protection. In such cases the Inventor(s) shall have the option to acquire related IP Rights; however, the University may claim a share (as outlined in Section 5.3) from the income of any subsequent exploitation of the Intellectual Property. 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.

4.6.9 Requests for any transfer of rights from the University to the Inventors(s) or any other third party should be made to the concerned department designated by the University.

4.7 IP Assets and Rights

This IP Policy shall cover all types of intellectual property rights under relevant IP Laws of the country, such as, Copy Rights, Patents, Trademarks/Trade Names, Industrial Designs, Trade Secrets, Geographical Indications, Lay-out Designs.

4.7.1 Copyright is a legal term describing rights given to creators for their literary and artistic works. Literary works include monographs, reference works, newspapers, computer programs, databases, films, musical compositions, poems, plays and choreography, artistic works such as paintings, drawings, photographs and sculpture, architectural works, advertisements, maps and technical drawings. The creators of original works protected by copyright, and their heirs, have certain basic rights. They have the exclusive right to use or authorize others to use the work on agreed terms.

4.7.2 A patent is an exclusive right of ownership granted for an invention, which is a product or a process that provides a new way of doing something, or offers a new technical solution to a problem. The protection is granted for a limited period, usually 20 years. All IP developed by University staff, students and researchers in their own personal time, who are neither connected to university research nor developed with substantial use of university's resources, shall belong to such University staff, students and/or researchers as inventors. Patent rights created by University staff based on university research with substantial use of University's resources will be jointly owned by the University and creator of patent.

4.7.3 A trademark is a distinctive sign that identifies certain goods or services as those produced or provided by a specific person or enterprise. The system helps consumers identify and purchase a product or service because its nature and quality, indicated by its unique trademark, meets their needs. A trademark provides protection to the owner of the mark by ensuring his/her exclusive right to use it to identify goods or services, or to authorize another to use it against payment. The period of protection varies, but a trademark can be renewed indefinitely beyond the time limit on payment of additional fees. The University shall be the sole owner of the university logos and register these with the Intellectual Property Organization of Pakistan. Any use of the university logos shall require prior license or permission from the university.

4.7.4 An industrial design right is an intellectual property right that protects the visual design of objects that are not purely utilitarian. An industrial design consists of the creation of a shape, configuration or composition of pattern or colour, or combination of pattern and colour in three dimensional forms containing aesthetic value. An industrial design can be a pattern used to produce a product, industrial commodity or handicraft. Registering valuable designs contributes to obtaining a fair return on investment made in creating and marketing the relevant product, thereby improving profit. This policy will focus on efforts by the University to make aware concerned stakeholders to register their novel designs to get more competitive edge.

4.7.5 Trade secrets consist of confidential data, information or compilations used in research, business, commerce or industry. Universities and R&D institutions, government agencies, business entities and individuals may own and use trade secrets. The information may include confidential scientific and technical data and business, commercial or financial information not publicly known that is useful to an enterprise and confers competitive advantage on one having a right to use it. Secrecy of information must be maintained to

conserve its trade secret status. The law of trade secrets covers knowledge or information, whether or not patentable or copyrightable, typically of an engineering or business nature, giving one a competitive advantage, which is intended by its holder to be maintained in secret and is not generally accessible.

4.7.6 Geographical Indication (GI) is a name or sign used on certain products which corresponds to a specific geographical location or origin (e.g. a town, region or country). The use of a GI may act as a certification that the product possesses certain qualities, or enjoys a certain reputation, due to its geographical origin. The proposed policy will focus on effective protection and registration of Geographical Indication for the benefits of different stakeholders.

4.7.8 Lay-out Design means a three dimensional disposition, howsoever expressed, of the elements, at least one of which is an active element and of some or all of the interconnection of an integrated circuit (IC) or such a three dimensional disposition prepared for an integrated circuit (IC) intended for manufacture. An "integrated circuit" (IC) means a product, in its final form or an intermediate form, in which the elements, at least one of which is an active element, and some or all of the interconnections are integrally formed in or on a piece of material which is intended to perform an electronic function.

5 COMMERCIALIZATION OF IP AND REVENUE SHARING

5.1 Commercialization of IP

5.1.1 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.

5.1.2 The Manager Intellectual property of the University is responsible for the protection of the University's Intellectual Property. The Inventor(s) however, shall be consulted in each phase of the procedure.

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

5.1.4 Inventors shall fully disclose all research activities and results relevant to the Intellectual Property and provide information about themselves, in particular the percentage of their contribution to the creation of the Intellectual Property and the circumstances under which it was created. The detailed description of the Intellectual Property 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.

5.1.5 If an Inventor is in any doubt whether an Intellectual Property falls within the scope of Section 4 or it is potentially commercially exploitable, then the Inventor should submit a disclosure to the ORIC of the University for consideration prior to making public disclosure of the Intellectual Property.

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

5.1.7 The Inventor(s) shall closely cooperate with ORIC of 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 Intellectual Property by providing information, attending meetings and advising on further development.

5.1.8 The ORIC of the University shall commence the process for acquiring legal protection, if needed, and shall proceed with all due diligence to obtain protection. Public disclosure of research results made before obtaining the right of priority concerning a specific Intellectual Property application, highly jeopardize proper protection of related IP Rights. Therefore Inventor(s) are requested to avoid any public disclosure of research results prior to filing such applications. The University shall endeavor to avoid undue delays in publications.

5.1.9 Commercial decisions, such as the ones concerning the terms of an assignment/licensing agreement or establishment of a spin-off enterprise, shall be approved by the body designated by the University, giving due consideration to all circumstances.

5.1.10 Expenses incurring in connection with the protection and commercialization of Intellectual Property shall be borne by the University.

5.1.11 University shall assign to Sponsor, upon request, all rights, titles, and interests in University Intellectual Property. No sooner than three months following termination of this Agreement, or any extension thereof, the University shall have the right to request that Sponsor make a final decision regarding such assignment.

5.2 Avenues of Commercialization

5.2.1 Licensing

In Licensing the owner of a patent, trademark or other intellectual property gives permission to another company to use the technology developed by him (her), in a certain area during a certain period of time. Licensing can be Exclusive license, non-exclusive & sole licensing.

- In **exclusive license** the innovation will be sold outright or licensed on an exclusive basis so that licensee obtains substantially all of the risks and benefits of ownership of the innovation. The university/researcher will retain no ongoing rights to the innovation or its future enhancements
- A **non-exclusive license** grants the right to use a given piece of intellectual property in a specified manner; A non-exclusive license can be granted to several users simultaneously.
- A **sole license** is a type of exclusive license with an exception. The licensor is entitled to continue using the licensed subject within the territory of exclusivity. Unlike with a typical exclusive license, the licensor generally retains the right to use the intellectual property.

5.2.2 Spinoff Company

A new firm or organization founded by researchers in order to commercially exploit the results of the research. 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.

5.2.2.1 Franchising

Franchising is an agreement where researcher grants the company the right to use its trademark and business model. The buyer of the franchise starts manufacturing and selling the goods according to the seller's specification. Normally, the owner of a trademark also shares its experience in operating and managing the franchised product/technology. Royalty fee and other term and conditions will be mutually agreed between franchisor to franchisee on case-to-case bases. .

5.2.3 Incubation at Technology Incubation Centre

Inventors start to choose their own private venture and they have the option of becoming an incubatee company at Technology Incubation center. Profit sharing model will be as per Technology Incubation center terms and condition.

5.2.4 Equity Based Partnership

In equity based partnership an agreement is made between researcher & company to execute a particular business. It implies mutual assets, management, risks, profit sharing, co-production, services and marketing.

5.2.5 Support Contract

In this mode technology owner participates in the technology implementation, providing at each stage of the transfer technical support, as well as personnel training.

5.2.6 Material Transfer Agreements (MTAs)

Material Transfer Agreements are essentially contracts between two parties that describe the terms and conditions underlying the transfer of biological materials, chemical compounds, and other tangible research materials.

5.3 Distribution of revenues, motivation of Researchers

5.3.1 The University provides an incentive to Inventor(s) by distributing revenue generated from the commercialization of the Intellectual Property.

5.3.2 The expression "Net income" shall mean all license fees, royalties and any other income 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.

5.3.3 The share from Net Income shall be as follows:

Inventors	ORIC	Department	University	Remarks
75%	5%	10%	10%	If the net profit is less than or equal to 10 million.
60	5%	10%	25%	If the net profit is greater than 10 million.

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

5.3.5 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.

5.3.6 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.

5.4 Maintenance of Intellectual Property Portfolio Records

5.4.1 The university shall maintain records of its Intellectual property in an appropriate form and in appropriate details.

5.4.2 The university shall designate a person to maintain accounting record of each intellectual property so that all costs incurred, and revenues generated can be accounted for respectively.

5.4.3 All payment obligations related to maintenance of protected IP shall be ensured to be settled within a reasonable time period by the designated person of the university. A report to be submitted to ORIC on a monthly basis so as to ensure monitoring of the deadlines to receipts and payments of IP belonging to the university.

6 CONFLICTS OF INTEREST, CONFIDENTIALITY, DISPUTES AND APPEALS

6.1 Conflict of interest and confidentiality

6.1.1 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.

6.1.2 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.

6.1.3 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 persons could damage or impact 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.

6.1.4 Should any doubt arise concerning conflict of interest or confidentiality issues Researchers are advised to consult with the personnel or department designated by the University.

6.1.5 Researchers shall promptly report all potential and existing 'conflict of interest to the personnel or department designated by the University in order to reach solution satisfactory to each concerned party.

6.2 Dispute and Appeals

6.2.1 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 by the person or body designated by the University. 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 authorized personnel as appointed by the Dean/Chancellor of the university.

A decision shall be taken within 30 days from the submission of the concern. Over and beyond the above, with respect to any legal dispute arising in connection with the rules of this Policy, the relevant provisions of law shall be applicable.

6.2.2 Any dispute between University Personnel and the University with respect to the application of this Policy shall be referred to the Dean/Chancellor whose decision shall be final and binding on all the parties.

6.2.3 In the event of a dispute between the Inventor and the University regarding ownership of IP, the matter shall be referred to an independent expert to be agreed between the Inventor and the University and his decision will be binding on all parties.

6.2.4 If agreement on the choice of independent expert is not reached within thirty days, the expert shall be appointed by the Law Society of Pakistan. The expert's fee shall be payable by the University in the first

instance but shall ultimately be the responsibility of the party held by the expert to be the owner of the IP. If the decision is that the University is the owner, the expert's fee shall be deemed to be a cost incurred in protecting and exploiting the IP concerned.

7 INFRINGEMENT, LIABILITY AND INDEMNITY INSURANCE

In case of infringement of any intellectual property right(s) by the University faculty/technical staff/students/project staff/visitors or any third party, ORIC would first investigate the matter and make recommendations to the Vice-Chancellor for resolution of such infringement including the need for any disciplinary/legal course of action.

As a matter of policy, the University shall, in any contract between the licensee and the University, seek indemnity from any legal proceedings in production problems, process efficiency, design guarantee, up-gradation and debugging obligation.

University shall also ensure that personnel have an indemnity clause built into the agreements with licensees.

The University shall retain the right to engage in any litigation concerning patents and license infringements.

8 INTELLECTUAL PROPERTY REVIEW COMMITTEE

In implementing this policy, the University shall appoint a standing Intellectual Property Review Committee whose functions shall include:

- (1) reviewing policy provisions from time to time, as needed, with recommendations for change or amendment to the ORIC;
- (2) serving as a non-binding decision-making body in the case of any dispute relating to this policy;
- (3) reviewing other issues as requested by the ORIC or other interested parties.

Review committee members will be notified through ORIC

REFERENCES

[1] World Intellectual Property Organization, Model intellectual property policy for universities and research institutions, WIPO, 2012.

Available at: http://www.wipo.int/edocs/pubdocs/en/wipo_pub_transition_2_a.pdf

[2] UAF Intellectual Property (IP) Policy, University of Agriculture Faisalabad,

Available at: http://uaf.edu.pk/directorates/research/docs/IP_Policy_oric-140616.pdf

Note-Most of the contents for this policy document are derived from World Intellectual Property Organization (WIPO) model intellectual property policy document for universities and research institutions, which was Prepared by the Division for Certain Countries in Europe and Asia. In addition, some criteria are derived from the IP policy of University of Agriculture Faisalabad.

