

# COMSATS University Islamabad

Registrar Secretariat, Principal Seat, Islamabad

No. CUI-Reg/Notif-90/22/518

July 29, 2022

## **NOTIFICATION**

Subject: **Intellectual Property (IP) Policy of COMSATS University Islamabad (CUI)**

Consequent upon the

approval of the Syndicate in its 6<sup>th</sup> meeting held on 7<sup>th</sup> February, 2022, the enclosed Intellectual Property (IP) Policy of COMSATS University Islamabad (CUI) is hereby notified for its implementation across the system.

2. This issues with approval of the Rector, CUI.

**(Shahzad Ahmed)**  
Manager

### **Distribution:**

- All concerned

### **CC:**

- SO to the Rector
- PS to the Registrar

## Intellectual Property Policy

The Intellectual Property (IP) Policy is intended as a guide for the employees and students of COMSATS University Islamabad (CUI) regarding the intellectual property matters. Intellectual Property (IP) means Patents, Trademarks, Copyrights, Utility models, Industrial designs, Integrated circuit layout designs, Plant breeders' rights, Geographical Indications, Trade secrets and Traditional Knowledge. The policy is instituted to secure and protect IP resulting from the research activities of faculty, staff and students. The policy may be amended from time to time, upon approval of the competent authority.

### 1. Purpose

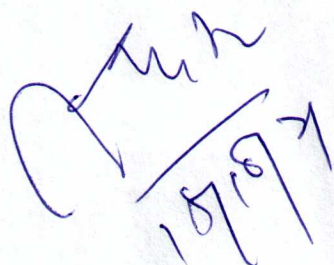
The purpose of IP Policy is to:

- I. Provide necessary security, protection and incentivization of IP and its use for public benefit to promote knowledge-based economy.
- II. Generate revenue for the University and provide incentive to inventor.
- III. Promote freedom of the University to produce IP and provide an environment conducive to creativity.

### 2. Ownership

The University shall be the owner of all kinds of Intellectual Properties created by its employees/students subject to the following conditions:

- I. If the IP is created by an employee/student through the University's fund (e.g. IP filing fee, research support or by using any of the University's infrastructure and/or support,) the University shall be owner of that IP and its related rights.
- II. If research leading to creation of an IP was funded through a grant from a funding body, public or private, the terms of the grant as mutually agreed between the funding body and the University, shall determine the ownership of that IP. However, in case, there is no condition of IP ownership by the funding body, the University shall be the owner.
- III. In case of joint ownership of CUI and any other party, the cost of IP protection and commercialization and the revenue generated thereafter, shall be shared equally by both parties, or, otherwise as mutually agreed.
  - In case, the other party does not intend to share the cost of IP protection and commercialization, the party shall provide NOC in favor of CUI stating that the party will not have any right and IP will be the sole property of CUI.
  - In case, the other party neither intends to share the cost nor willing to provide NOC, CUI will not proceed for filing IP and abandon it.
- IV. If an IP is created by an employee as part of his/her employment obligations, the University shall retain exclusive rights to the IP thus generated, even if University's resources or funds were not used.

  
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- V. In case an IP is generated which is not in the interest of the University, the competent authority may grant freedom of filing of IP by the creator himself.
- VI. All IP rights related to students' thesis/dissertations shall be owned by the University.

### 3. Commercialization

The Office of Research, Innovation and Commercialization (ORIC), shall be responsible for evaluating, protecting and commercializing the University's IP and shall administer all relevant Institutional policies.

- I. The University may determine means to protect the IP for the purpose of commercialization.
- II. The University shall inform the IP creator prior to filing for its protection and the creator shall fulfill all criteria and present all the data as and when required for filing.
- III. The University shall be entitled to approach, negotiate, and enter into agreement with any external party regarding commercialization of any of its IP.
- IV. The University, in its own interest, may receive the rewards of commercialization in the form of money, lump-sum or in installments, equity or in-kinds.
- V. The IP may be commercialized by any of the following ways or in combination thereof:
  - a) licensing
  - b) assignment or sale
  - c) holding company, start-up company, spin-off company
  - d) authorization to a third party
- VI. Non-Patentable inventions may be commercialized without Patent protection.

### 4. IP Disclosure Information

The following information shall invariably accompany the disclosure documentation by the creator while submitting it to ORIC:

- I. A statement to the best of the knowledge of the creator that the IP is novel and has been created by the said creator and not by anyone else.
- II. Details and contribution of each creator, in case, there are more than one creator of an IP.
- III. Reference to any other IP already in place intended to be used to practice the current IP.

### 5. Revenue from Intellectual Property

- I. The Revenue, in lieu of Commercialization, may be in the form of money, equity shares, or in any kind.
- II. The net revenue accrued from the commercialization of any IP owned by the University shall be shared between the creator/s and the University at the following ratios:
- III. Creator/s – 50%  
University's ORIC Fund – 50%  
Net revenue shall be calculated after deduction of all expenses, including but not limited to, of IP protection, commercialization, taxes etc.

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- IV. In case of more than one inventor/creator of an IP, the subsequent distribution of 50% Creator's share shall be equally shared among all the inventors/creators.
- V. In case of inventor's death, his legal heirs will be eligible to receive his due share, as per Pakistan's law of succession.
- VI. In case, the inventor leaves the employment of CUI, he will still be eligible to receive his respective share.

#### **6. Administration**

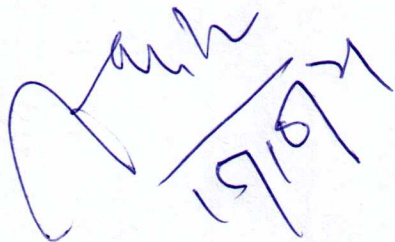
- I.
- II. There shall be an IP evaluation committee responsible for prior assessment of novelty, inventiveness and commercial potential of the IP work followed by its recommendation for IP filing outside Pakistan.
- III. ORIC shall administer the process of filing, prosecution, and commercialization of that IP. For filing outside Pakistan, recommendation of IP evaluation committee shall be required.
- IV. ORIC shall be custodian of all IP related documents e.g. certificates of the IP ownership, licenses etc.
- V. An employee/student shall not apply for or obtain, or cause or permit any other person to obtain, an IP protection, without prior permission of the competent authority.
- VI. The employee/student may not accept directly, any amount/royalty/favor in request of lending the IP for commercial purposes without prior written permission of the competent authority.

#### **7. Dispute Resolution**

In case any dispute arises between CUI and inventors, the committee heading by Director-ORIC will resolve the matter. Rector CUI shall be the Appellate authority to the decision of said committee.

#### **8. Financial Support**

- I. CUI will pay up to a maximum of US\$ 15,000/- (Fifteen thousand US dollars) for filing of a patent outside of Pakistan, which includes the maintenance fee for 20 years of the commercialized patent.
- II. CUI will pay all applicable fees for filing of a Pakistan patent application, and subsequent renewal fees in case of commercialized patent, as in vogue at the time.

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