

INTELLECTUAL PROPERTY & COMMERCIALIZATION POLICY



**OFFICE OF RESEARCH INNOVATION &
COMMERCIALIZATION (ORIC)**



UNIVERSITY OF THE PUNJAB
Quaid-e-Azam Campus
Lahore

1) Introduction

The University of the Punjab is the oldest Public Institute with the largest faculty and student body. University aimed to produce sensitive and tolerant human capable of thinking in a creative and critical way. University prides itself on the quality of its faculty/staff/students and wishes to encourage and support an entrepreneurial environment and culture. The Intellectual Property (hereinafter referred to as IP) created by faculty/researchers/students is an important element to promulgate research culture. The strengthened culture of applied research that leads to create entrepreneurial mindset. The individual's ability to become entrepreneur resolve the issue of unemployment and seeks to maximize the benefit of the wider community. That is why University recognizes the advantages of protecting and commercializing IP and wishes to sagaciously and fairly share the benefits.

The Office of Research Innovation and Commercialization (hereinafter referred to as ORIC) is set up at University of the Punjab under the guidelines of the Higher Education Commission (hereinafter referred to as HEC). ORIC responsible for the execution of quality research, emphasizing innovation leads to solve economy problems; pay attention on the capacity building of students/faculty/researchers for upgradation; establishment of industry-academia linkages, and to make an appropriate mechanism to smooth commercialization for the transfer and execution of IPs, and consultancy services. This policy document has been developed to meet the immediate needs of scientists, entrepreneurs and supervisors of applied research.

2) The Objective

There are two underlying objectives for documenting IP & Commercialization policy that are as;

- To encourage research, scholarship and a spirit of inquiry, thereby generating new knowledge;
- To create an innovative culture which fosters the creation of IP and provides a framework for considering its commercial potential; and, to ensure that the commercial results, financial or other benefits are distributed in a fair and equitable manner that incentivizes and recognizes the contributions of the inventors and the Institution as well other stakeholders.

3) The Scope

The IP policy applies to full time Faculty members (producing invention using university resources or funded research projects), and students (who participate in a funded research projects or uses university resources and premises for invention) of University of the Punjab all campuses (including Lahore, Gujranwala, and Jhelum).

3.1 Definition of IP

IP Stands for Intellectual Property claimed by the University of the Punjab full time faculty member (Both BPS and TTS), and students working under a funded research projects or uses university resources, premises for his/her invention. IP can be in numerous forms such as

- a) literary works, including publications in respect of Research results, and associated materials, including drafts, data sets and laboratory notebooks;
- b) teaching and learning materials;
- c) other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with the aid of Institution resources or facilities;
- d) databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
- e) patentable and non-patentable technical information;
- g) designs including layout designs (topographies) of integrated circuits;
- h) plant varieties and related information;
- i) trade secrets;
- j) know-how, information and data associated with the above; and
- k) anything claimed as the output of the exercise carried out by a faculty member (s) or students (as per above description).

IP Policy follows the spirit of the country's (Pakistan) law for the invention. The invention in IP Policy is defined as "Anything new to the world or new to the local market contributing to the knowledge by presenting a potential solution to the existing problem."

IP Policy also recognizes research work of faculty and students that is non-patentable but has economic potential and can be commercialized.

3.2 The Inventor

IP and Commercialization Policy of the University of the Punjab define Inventor as university faculty member and students.

Faculty members should work on full-time basis (either working as BPS or TTS).

Invention of inventor (both students and faculty members) should come under the University IP policy whether using funded research projects, university resources, and university premises (such as labs, classroom, or forum).

3.3 Ownership of IP

IP Policy acknowledges the contribution of the Inventor of the intellectual property and offers intellectual credit to the Inventor. The researcher(s) will be known as the Inventor of IP/Creator of IP. University of the Punjab will be the owner of IP and exercise its ownership through ORIC.

3.4 Commercialization

ORIC university of the Punjab will invest its resources to assist faculty members in the process of commercialization. Commercialization ranges from technology transfer, consultancy services to creation and management of Spin-offs. During the process of commercialization, ORIC on behalf of University of the Punjab,

- i. will invest in patenting procedure cost and commercialization
- ii. in protection, management and legal fight for invention

The researcher(s) and ORIC University of the Punjab will enter into a non-disclosure agreement having mutual consensus with regard to the terms and conditions including but not limited to reward(s). The following all points considered to be as commercialization activities;

3.4.1 Licensing of Intellectual Property

The ORIC seeks to identify existing businesses that can further develop and commercialize the University Intellectual Property and bring a reasonable financial

return to the University. Income derived from ORIC's licensing activities is governed by Section 3 above.

3.4.2 New Company Formation

In cases where the faculty inventor may wish to form a new company based on the University Invention (hereinafter a "Faculty Startup or "Startup"), the University will require that the following conditions be satisfied before granting a license to University Intellectual Property to the Startup:

- (1) the faculty member may be involved with the Startup as a consultant or scientific advisor, but may not take on an operational role that interferes with her or his duties as a faculty member,
- (2) the Startup must demonstrate willingness and commitment to identify and engage individuals with reasonable and relevant experience to serve as the operating officer of the Startup, and
- (3) the Startup should develop a business plan and a fundraising plan. As part of granting the license to the Startup, the Startup will provide consideration to the University, which could include a reasonable equity stake, a reasonable royalty, as well as assuming the costs of intellectual property protection. Income earned by University from a Startup license or equity ownership is governed by Section 3 above.

3.4.3 Additional Considerations for Faculty Affiliated Companies

The following additional considerations apply to Startups:

- i. A faculty lab may collaborate or subcontract with a Startup only if an appropriate agreement is negotiated with the ORIC. The contract must contain a scope of work and clearly define responsibilities between the Startup and the faculty lab. The agreement will be governed by the applicable University policies, including this IP and Commercialization Policy.
- ii. The faculty member may not represent the University in any negotiation or decision involving a Startup.
- iii. The faculty member individually, and the Startup, must maintain practices that ensure that University material, data and intellectual property that are not licensed to the Startup are separated from and not used inappropriately by the Startup.

- iv. The faculty member may not use space in an academic lab, or other University or state resources, including the University's purchasing authority, for the benefit of a Startup unless (a) prior written approval has been granted by the appropriate department head or dean, and (b) a written agreement is in place with the University authorizing such use and agreeing to reimburse the University for such use.
- v. A faculty member that works on a Startup must fully comply with the policies on "Consulting for Faculty" and "Financial Conflict of Interest in Research" and any other similar or successor policies on the same subject. These policies ensure that a faculty member's relationship with a Startup does not create a real or perceived conflict of interest, and that the faculty member and University have agreed on the scope of permissible Startup activities.
- vi. Startups may not compete with the University for research grants that could appropriately be conducted in the faculty member's lab (i.e., grants for basic research).

3.4.4 Employment of Students Working at Startups

Faculty associated with a Startup may not unduly influence a student to accept employment. The faculty member must obtain written approval from the department head or dean prior to employing a student at a Startup, and the student may seek recourse through the Pro-Vice Chancellor/Dean to address any grievances that may arise during the term of employment.

The University requires that each student receive a written offer of employment with a specific scope of work or job description, the rate of compensation and the expected hours of work. In addition, the student should receive a fair market value rate of pay.

3.4.5 Licensing Back of University Intellectual Property.

If the University does not believe that it can successfully commercialize a University Invention, and if the faculty member is not interested in founding a Startup, the University will offer the inventor a license of the University Invention (such license referred to as a "license back"). If the University elects to license back the University Invention to the inventor, the inventor, as licensee, will assume obligations related to patent expenses and commercialization and will agree to pay a portion of the gross revenue that the inventor receives through his or her commercialization efforts.

3.4.6 DEALINGS WITH OUTSIDE PARTIES

3.4.6.1 Sponsored Research

All sponsored research agreements are negotiated and managed by the ORIC. Individual faculty members, departments, centers and other units of the University must work through the ORIC on such agreements.

3.4.6.2 Consulting

University faculty are encouraged to consult with industry, but must comply with all procedures set forth by the University. These policies apply even if the faculty member is consulting for a Startup, including a Startup with which that individual faculty member is affiliated.

Faculty members are required to ensure that the intellectual property provisions of any consulting agreements with industry do not conflict with the faculty member's obligations to the University.

3.4.6.3 Use of Non-Disclosure Agreements

Non-public information related to University Intellectual Property should not be disclosed to outside parties unless there is in place a fully executed Non-Disclosure Agreement negotiated by ORIC and approved by the University Authority.

3.4.6.4 Tangible Property

Tangible property, including but not limited to software, devices, designs, models, cell lines, plans, seeds, antibodies, compounds and formulations that are University property, may not be transferred outside of the University unless there is in place a fully executed Material Transfer Agreement negotiated by ORIC and approved by University Authority.

3.5 OTHER CONSIDERATIONS

3.5.1 Publication

Inventors should be aware that publication of research data and findings can jeopardize intellectual property rights for the University and the faculty member. When the University enters into industry sponsored research agreements, it will retain the right to publish all research results generated by faculty and students. The University may agree to delay the publication of research results that arise

from industry sponsored research for a reasonable period of time to allow the sponsor to review the publication in order to determine if any confidential information should be removed or if a patent application should be filed.

3.5.2 Affiliates and Intellectual Property

In some limited cases, the University has affiliation agreements with other organizations and these agreements may grant the University additional intellectual property rights. For example, if a student is receiving a stipend from the University through an affiliate organization, the University will assert ownership of intellectual property created by the student.

3.5.3 Open-Source Software Distribution

In those instances, in which the University has an ownership interest in software, faculty and sponsors of research may request that the University distribute or otherwise make available software pursuant to an open source license. The faculty member should consult with ORIC to determine if such distribution is in the best interests of the University.

3.5.4 Signing of Agreements

Sponsored Research Agreements, Intellectual Property Licenses, Confidential Disclosure Agreements, Material Transfer Agreements and other related agreements that obligate the University may only be signed by an authorized University signatory. A full list of authorized signatories is notified by the Vice Chancellor Delegating Signing Authority.

3.5.5 Disagreements Related to Inventions

The University By-Laws establish procedures to follow in the event of a disagreement related to inventions.

4) Distribution of Income

4.1 Commercialization of Research Output

The researcher will receive a share of income generated through commercialization of research output. The expenses, revenue, income and related details will be determined and explained in each contract of research.

The distribution of income will be as follows:

Income Level (PKR) Received through any kind of IP	University of the Punjab Share
a. For net income less than PKR 100,000 (Per Project)	100% share for researchers and team
b. For net income more than PKR 100,000 and less than 01 million (Per Project)	30% for University 70% for Faculty Members and team
c. For net income more than PKR 01 million and less than 02 million (Per Project)	25% for University 75% for Faculty Members and team
d. For net income PKR 02 million and above (Per Project)	20% for University 80% for Faculty Members and team

4.2 Consultancy projects

Following will be the distribution of income for the consultancy projects with or without using any resources of the University of the Punjab. **The payment and contract must be made through ORIC-University of the Punjab.**

Total Fees/Revenue Received by Consultant (PKR) per Project	University of the Punjab Share
Up to 01 Million	No Share by University
Less than 02 Million	15% for University of the Punjab 85% for Faculty Members and team
Less than 03 Million	25% for University of the Punjab 75% for Faculty Members and team
For Total Fees/Revenue Received 04 or above	30% for University of the Punjab 70% for Faculty Members and team

4.3 The Term of References (TORs)

- i. Issues related to the research team, work scope, labs, equipment and incidentals
- ii. thereto have to be dealt with at the department level.
- iii. The research contract has to be approved by Director ORIC in the commencing and closing.
- iv. University of the Punjab will be the final authority for all the contingencies, decisions, policy revisions and approvals.

5. EXCEPTIONS TO THIS POLICY

Exceptions to this Intellectual Property and Commercialization Policy may be approved by the Office of VC/ORIC, in consultation with the applicable University department, and faculty members, in its sole discretion.

6. ENFORCEMENT

Violations of this policy may result in appropriate disciplinary measures in accordance with University Laws and By-Laws, General Rules of Conduct for All University Employees, applicable agreements, and the rules related to students.

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