

SHAHED BENAZIR BHUTTO UNIVERSITY

POLICY DOCUMENT

RESEARCH INTELLECTUAL PROPERTY
(IP) / COMMERCIALIZATION POLICY

**Office of the Research Innovation
and Commercialization (ORIC)**

Shaheed Benazir Bhutto University,
Shaheed Benazirabad

Email: director.oric@sbbusba.edu.pk

TABLE OF CONTENTS

| | |
|--|----|
| 1. INTRODUCTION | 01 |
| 2. DEFINITIONS | 01 |
| 3. SCOPE OF INTELLECTUAL PROPERTY RIGHTS POLICY (IPR POLICY) | 01 |
| 4. POLICY APPLICATION | 02 |
| 5. DATE OF IMPLEMENTATION | 02 |
| 6. PURPOSE | 02 |
| 7. OWNERSHIP CONDITIONS | 02 |
| 8. OWNERSHIP RIGHTS OF THE TITLE | 03 |
| 9. COMMERCIALIZATION | 03 |
| 10. IP DISCLOSURE INFORMATION | 03 |
| 11. DISCLOSURE OF THE INTELLECTUAL PROPERTY | 04 |
| 12. LICENSING AND OWNERSHIP REGULATION | 04 |
| 13. REVENUE FROM INTELLECTUAL PROPERTY | 04 |
| 14. ADMINISTRATION | 04 |
| 15. FINANCIAL SUPPORT | 04 |
| Annexure 1 | 05 |



Research Intellectual Property (IP) / Commercialization Policy Shaheed Benazir Bhutto University, Shaheed Benazirabad

1. INTRODUCTION

Shaheed Benazir Bhutto University, Shaheed Benazirabad (SBBU, SBA) is committed to devise and implement research culture whereby the innovation is supported and protected with a vision of benefit to the country and the world in general. Intellectual Property in any material and/or inventions created by the SBBU, SBA faculty or staff (full-time or part-time) in the course of their employment or by the students in the course of their education in SBBU, SBA or by consultants or other in the course of research, development, teaching, consultancy and other intellectual activity carried out for the university. These personnel are collectively referred to as SBBU, SBA personnel in this document

2. DEFINITIONS

- a. **University:** University in this document means “Shaheed Benazir Bhutto University, Shaheed Benazirabad (SBBU, SBA).
- b. **Intellectual Property Rights:** refer to the principal rights relating to the ownership and dissemination of technology as derived from legislation (rules & regulations) granting patents, copyrights, and trademarks etc.
- c. **Technology:** includes technical innovations, inventions, discoveries, teaching material and computer software.
- d. **SBBU, SBA Personnel:** It includes SBBU, SBA faculty, visiting faculty, staff, students, or any person assigned by the University
- e. **Faculty:** All personnel involved in teaching/ dissemination of knowledge in any form including research.
- f. **Students:** A learner who is enrolled or is working as an internee in a university
- g. **Stakeholder:** Someone who is directly or indirectly effected or involved.
- h. **Funds:** Money allocated
- i. **Gross Revenue:** The entire amount of income before any deduction
- j. **Invention:** A creation (a new device or process) resulting from study and experimentation.
- k. **Inventor:** Inventor means a person who has conceptualized the new technology or solution to a specific technical problem or has made intellectual contribution to the conception of and intellectual property or a person who has made intellectual contributions to the said intellectual property.

3. SCOPE OF INTELLECTUAL PROPERTY RIGHTS POLICY (IPR POLICY)

The Intellectual Property (IP) / Commercialization Policy is intended as a guide for the ownership, distribution, and commercial development. This policy also provide guidelines to faculty, staff, employees and students of Shaheed Benazir Bhutto University, Shaheed Benazirabad (SBBU,SBA). The policy is instituted to secure and protect IP, which results from the research activities of faculty, staff and students.



4. POLICY APPLICATION

This policy is applicable to SBBU, SBA personnel connected to the Shaheed Benazir Bhutto University, Shaheed Benazirabad. SBBU, SBA personnel includes: SBBU, SBA faculty or staff (full-time or part-time) in the course of their employment or by students in the course of their education in SBBU, SBA or by any consultants or other in the course of research, development, teaching, consultancy and other intellectual activity carried out for on behalf of the University.

5. DATE OF IMPLEMENTATION

These guidelines are effective from the date of approval from the competent authority.

6. PURPOSE

The purpose of IP Policy is to:

- a. Provide necessary security, protection and incentivization of the discovery and development of invention or innovation through knowledge generation, its transfer for the public good and contribution to the economy.
- b. Generate revenue for the SBBU, SBA and financial rewards to the inventor/innovator.
- c. Promote freedom of the SBBU, SBA to produce IP.
- d. Enhance competitive advantage of the SBBU, SBA among peer Universities/Institutions of the world.

7. OWNERSHIP CONDITIONS

The SBBU, SBA shall be the owner of all inventions/innovations or any other copyrightable work produced by the employees through the University's Fund and/or using the following conditions:

- a. If the invention/innovation is made by the employee through the SBBU, SBA fund (Patent Filing Fee, research support or by using any of the University's infrastructure and/or support,) the SBBU, SBA shall be owner of the IP of the work and all royalties/grants shall accrue to the SBBU, SBA.
- b. If the research leading to the creation of an IP was funded through a grant or from a funding body, public or private, the terms of the grant as mutually agreed between the funding body and the SBBU, SBA, shall determine the ownership of IP generated through the funding.
- c. If the SBBU, SBA resources are used and the funding is generated from any external source, the SBBU, SBA shall be the owner of any IP thus generated.
- d. If a researcher has come up with an invention/innovation as part of his/her employment obligations, the SBBU, SBA shall retain exclusive rights to the IP thus generated, even if SBBU, SBA resources or funds have not been used.
- e. In case an IP is generated which is not in the research interest of the SBBU, SBA, the Competent Authority may use his discretionary authorization to grant freedom of filing of IP by the inventor.
- f. If a student's thesis/dissertation contains patentable research leading to IP, the SBBU, SBA shall be the owner of such IP.



8. OWNERSHIP RIGHTS OF THE TITLE

SBBU, SBA will decide on taking title to the invention after filing the patent.

- a. **Necessary condition.** The inventor within one year conception or development of an invention, idea or intellectual property, with the assistance of ORIC will:
 - File a patent, copyright etc. application or
 - Enter into trade secret agreement with any industry before signing any commercialization agreement.
- b. **Ownership of Publication of research paper, Books or Study Material.**
In case of publication the right will go to the publishers while the ownership will remain with SBBU, SBA. Exception to this rule will be evaluated on a case to case basis and permission in writing may be granted by SBBU, SBA authorities.
- c. **Ownership Rule if IP is created before Joining SBBU, SBA.**
If any intellectual Property is created by the SBBU, SBA's Personnel before joining of SBBU, SBA, then the creator shall be the sole owner of it, provided that sufficient evidences are provided by the inventor which justifies that such IP was created before the joining of SBBU, SBA.
- d. **Thesis/Dissertation.**
Student will own the copyrights to thesis/dissertation. However, a student shall hereunder, as a condition to degree award, irrevocably and unconditionally grant in perpetuity to SBBU, SBA the royalty to print, publish, reproduce and publicly distribute copies of his/her thesis in all languages, including but without limitation the right to publish on the internet or by means of any other electronic medium throughout the world. It is worth repeating here the university shall be the owner of intellectual property (Patent granted) extracted from the work of student's thesis/dissertation.
- e. **Time period to claim the title**
After the research results are publish in gazette, the time period for claiming title by others is at least 30 days before the end of the statutory period given by the patenting authorities.

9. COMMERCIALIZATION

The Office of Research, Innovation and Commercialization (ORIC), shall be responsible for evaluating, securing and commercializing the SBBU, SBA IP and shall administer all relevant University's policies for its commercialization.

- a. The SBBU, SBA may determine means to protect the IP for the purpose of commercialization of such innovation/invention.
- b. The SBBU, SBA shall inform the inventor/innovator prior to filing for patent. However, in such eventuality the inventor/innovator shall fulfill all criteria and present all the data as and when required. The SBBU, SBA on its sole discretion is entitled to approach, negotiate, and enter into any agreement with any external party regarding commercialization of the invention/innovation.

10. IP DISCLOSURE INFORMATION

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

- a. A statement to the best of the knowledge of the inventor/innovator that the invention/innovation has been made by the said inventor/innovator and not by anyone else.
- b. Any other IP already in place intended to be used as a reference to practice the invention.



11. DISCLOSURE OF THE INTELLECTUAL PROPERTY

All SBBU, SBA personnel are required to disclose their invention, conception of idea or any intellectual property within 45 days of such development to ORIC by submitting IP Disclosure Form (Annexure 1) so that proper arrangements may be made for the protection and utilization of such development. It is added here that no SBBU, SBA's personnel is allowed to utilize, publish or commercialize the intellectual property until their disclosure is acknowledged by the ORIC.

12. LICENSING AND OWNERSHIP REGULATION

If required SBBU, SBA may provide a confirmatory license, a non-exclusive, non-transferable, irrevocable, paid up right to practice, to the third party or a government under certain circumstances. SBBU, SBA may also hold joint ownership or provide assignment of certain IPs to third parties, if such assignments are in the broader interests of the university. For all technology transferred by SBBU, SBA it will require indemnity against any and all loss or damage occasioned to the user of such technology. Each licensing and commercialization agreement is to be taken place through the ORIC. All expenses in this regard shall be borne by the university, which shall be deducted from revenue generated through royalty.

13. REVENUE FROM INTELLECTUAL PROPERTY

The revenue accrued from the commercialization of the IP owned by the SBBU, SBA shall be shared between the inventor/innovator and the SBBU, SBA at the following terms.

The Revenue shall be divided between the inventor/innovator and the SBBU, SBA according to the following ratio:

- a. Inventor/Innovator: 60 %
- b. SBBU, SBA Fund: 10%
- c. ORIC- SBBU, SBA: 05%
- d. Investor (if any): 25%

14. ADMINISTRATION

- a. The SBBU, SBA or Relevant Campus from where the IP is being filed by the applicant shall bear the Patent Filing Fee.
- b. ORIC shall advise the SBBU, SBA regarding taking up of, or application thereof, any IP of its employee for patent protection or any commercial project.
- c. The inventor/innovator may not accept any amount/royalty/favor in request of lending the IP for commercial purposes without prior written permission of the SBBU, SBA.

15. FINANCIAL SUPPORT

- a. SBBU, SBA will pay up to a maximum of US\$ 15,00/- (One thousand five hundred dollars) for filing of a patent outside of Pakistan, which amount includes the maintenance fee for 20 years of the patent.
- b. SBBU, SBA will pay all applicable fee for filing of a Pakistan patent application as in vogue at the time.



*The IP Policy, upon approval of the Competent Authority, may be amended from time to time.

Annexure 1

SBBU, SBA's IP Disclosure Form

1. TITLE OF INVENTION

2. INVENTORS

| S. No. | Name | Affiliation | Department | Status: Full Time Faculty, Visiting Faculty, Student etc | Address, Contact Phone., e-mail |
|--------|------|-------------|------------|---|------------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |

3. PLACE OF RESEARCH

Mention the place (s) Where research work took place.

4. CONTRIBUTION TO THE INVENTION

Each contribution writes his/her contribution part and then include a signature and date at the end of the paragraph.



5. DESCRIPTION OF INVENTION

Please write the Novelty aspects or your claims which makes it intellectual property and it Should be applied for patent. For further detail about patent please visit at <http://www.ipo.gov.pk/ipo.php?do=MTA> =

6. ADVANTAGE OF THIS INVENTION

Please write advantages of your invention for the target market and society as well.

7. STAGE OF DEVELOPMENT

| Stages of Development | Please tick the appropriate option |
|--------------------------------|------------------------------------|
| ● Pre-feasibility | |
| ● Prototype Development | |
| ● Product/ Process Development | |
| ● Finished | |
| ● Granted Patent | |

8. SOURCE OF FUNDS

| S. NO | Funding Partner | Amount |
|-------|-----------------|--------|
| | | |
| | | |



9. WHAT IS THE POTENTIAL COMMERCIAL APPLICATION OF THIS INVENTION?

10. LIST THE NAMES OF COMPANIES WHICH YOU THINK WOULD BE INTERESTED IN USING, DEVELOPING OR MARKETING THIS INVENTION

11. WAS THERE TRANSFER OF ANY MATERIAL/INFORMATION TO OR FROM OTHER INSTITUTION REGARDING THIS INVENTION?

If so, please give detail and provide signed agreement where relevant.

12. HAVE ANY THIRD PARTIES ANY RIGHT TO THIS INVENTION?

If yes, give names and address and a brief explanation of involvement.

13. ARE THERE ANY EXISTING OR PLANNED DISCLOSURES REGARDING THIS INVENTION?

Please give details



14. HAS ANY PATENT APPLICATION BEEN MADE? Yes__ No. __ (Please Tick)

If yes, please mention followings

- Date: _____
- Application No: _____
- Name of patent agent: _____
- Attach copy of Specification.

I/WE ACKNOWLEDGE THAT I/WE HAVE READ, UNDERSTOOD AND AGREE WITH THIS FORM AND THE UNIVERSITY'S INTELLECTUAL PROPERTY RIGHTS POLICY AND THAT ALL THE INFORMATION PROVIDED IN THIS DISCLOSURE IS COMPLETE AND CORRECT.

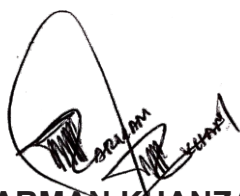
I/WE SHALL TAKE ALL REASONABLE PRECAUTIONS TO PROTECT THE INTEGRITY AND CONFIDENTIALITY OF THE IP IN QUESTION.

Inventor 1: _____
(Name & Designation) Signature Date

Inventor 2: _____
(Name & Designation) Signature Date

Inventor 3: _____
(Name & Designation) Signature Date

Approved by the Worthy Vice Chancellor & Applicable to ongoing & future research.



DR. ARMAN KHANZADA
Director ORIC



MR. MUSHTAQUE SOHAIL SOOMRO
REGISTRAR



PROF. DR MADAD ALI SHAH

