



Office of the Vice President for Research

Intellectual Property Policy and Procedures

Version 7.13

(This Policy shall be revised every three years)

Prepared by

The Intellectual Property Advisory Committee

July 2013

Contents

Contents	2
Preamble	4
1. Acronyms.....	6
2. Definitions	7
IPAC: Intellectual Property Advisory Committee	9
3. Policy Administration	10
3.1 Senior Policy Administration	10
3.2 TTO.....	11
3.3 IPAC	11
4. Ownership and Rights to Intellectual Property	12
4.1. Effects of this Policy.....	12
4.2. University Ownership	13
4.3. Works of Independent Contractors	14
4.4. Tangible Research Property and Research Data	14
4.5. Exception for Traditional Scholarly Output.....	14
4.6. Waiver of University Intellectual Property Rights	15
4.7. Assignment of Rights to Third Party	15
4.8. Rights Assigned Back to the Originator	15
4.9. No Intellectual Property Rights for the University.....	15
5. Copyright Policy	16
6. Confidentiality	17
7. Disclosure of Intellectual Property	17
8. Intellectual Property Transactions and Revenues.....	19
8.1 Authorization of Transactions	19
8.2 Revenue Sharing	20
8.3 Exception to the Revenue Sharing Policy	20
8.4 Payment Terms	20
8.4 Licensing of Inventions	21
9. Disputes and Appeals	21
10. Exceptions and Amendments	22

10.1	Exceptions	22
10.2	Amendments	22

Preamble

The University is an intellectual and scholarly community characterized by its commitment to open discussion, free exchange of ideas, respectful debate, and rigorous inquiry. It aspires to be a model national university in the region, recognized for its high-quality education, research, and leadership in the country's economic and social development.

Research is a fundamental part of the educational process. The University recognizes the importance of research for the development of new ideas, Inventions and discoveries, and encourages the QU Community to participate in scientific pursuits for the benefit of the society. The QU Community is given ample opportunity and resources to engage in research and generate new Inventions, Copyrightable Works or other creative products to benefit the society through practical application.

The University prepared this Policy (i) in order to identify and address any issues which may arise in relation to these new Inventions and creative products; and (ii) as a guide for the Originators dealing with Intellectual Property related issues. The Policy was drafted with the following objectives in mind:

- To foster an environment where learning, research and discoveries are encouraged;
- To bring new knowledge and technology generated at the University to practical use for public benefit;
- To encourage and recognize the creative efforts of the Originators by compensating their efforts through a generous revenue sharing model;
- To provide flexible guidelines to facilitate and promote effective technology transfer;

- To support further research and development by sharing the revenues generated through the commercialization of the Inventions equitably between the Originators and the University; and
- To contribute to Qatar Vision 2030 and to help the country build a knowledge-based economy.

1. Acronyms

University: Qatar University

VP Research: Vice President for Research

OAR: Office of Academic Research

Policy: This Intellectual Property Policy

EMC: Executive Management Committee of Qatar University

2. Definitions

Confidential Information: Intellectual Property Disclosure Forms; legal documents; research results; lists and contact details of suppliers; details of contracts with suppliers; financial reports, budgets and pricing lists; pricing structures and/or pricing strategies; technical information and know-how relating to the processes and operations devised, owned or used by the University which is not in the public domain including, but not limited to, unpublished Inventions, designs, computer programs, research activities, formulae and ideas; source codes and computer systems; personnel information, including the identity of employees, officers, and consultants employed or engaged by the University, or any other professional information regarding such personnel; any and all other information acquired and recorded through research, scholarly work and investigation in whatever form or medium; and any document marked "confidential" (or similar), or any information which the receiver has been told is confidential or which the receiver might reasonably expect the University would regard as confidential; and any other proprietary business information that may have commercial or legal value when held confidentially.

Copyrightable Work: An original work of authorship, which has been fixed in any tangible medium of expression, such as:

- Literary works (including but not limited to books, journal articles, poems, manuals, memoranda, tests, computer programs, instructional material, databases, bibliographies);
- Computer software;
- Musical works, including any lyrics;
- Recorded performances (including instructional ones);
- Dramatic works, including any accompanying music;
- Pantomimes and choreographic works (if fixed, as in notation or videotape);

- Pictorial, graphic, and sculptural works (including but not limited to photographs, diagrams, sketches, and integrated circuit masks);
- Motion pictures and other audiovisual works (including but not limited to videotapes);
- Sound recordings;
- Architectural works; and
- Any other works determined to be copyrightable under any applicable copyright laws.

Development Expenses: Expenses incurred for the assessment, maintenance, marketing, legal protection, and commercialization of the University Intellectual Property, including but not limited to taxes, governmental fees, and costs associated with legal proceedings by or against the University.

Gross Revenue: Income generated from the commercialization of the University Intellectual Property, including any accumulated interest.

Intellectual Property: Property such as an Invention, patent, Copyrightable Work, copyright, trademark, service mark, trade secret, integrated circuit mask, research data, plant variety protection certificate, Tangible Research Property, or physical embodiment such as a model, machine, device, design, apparatus, instrumentation, circuit, computer program, visualization, biological material, chemical, other composition of matter, or plant that originates in or relates to academic or research activity.

Intellectual Property Disclosure Form: The disclosure form which Originators are required to promptly fill out and submit for each Invention. A copy of this form is available at the following link:

<http://www.qu.edu.qa/offices/research/academic/forms.php>

Invention: Includes any discovery, invention, process, method, composition of matter, know-how, design, model, machine, computer software and

hardware, technological development, biological material, strain, plant, chemical, variety, culture of any organism, and records or research considered inventive within the meaning of patent laws.

IPAC: Intellectual Property Advisory Committee

Net Revenue: Income generated from the commercialization of IP after deducting the following:

- (i) unreimbursed external expenses associated with obtaining, maintaining, licensing and/or enforcing the patent or rights associated with the invention; and
- (ii) the share of the income owed by the University to a third party pursuant to an income sharing agreement between the University and the third party.

Originator: Inventor, creator, author or generator of Intellectual Property, who is a member of the QU Community at the time of the Invention, authorship or creation, or who qualifies as an inventor or author under the laws of the country where the University registers the Intellectual Property.

QU Community: University's faculty, staff, administrators, students and other associates, who are allowed to participate in the University's research activities, or use the University Resources.

Research Data: The recorded factual material commonly accepted in the research and scholarly communities as necessary to validate the research findings, excluding the following: preliminary analyses, draft of scholarly manuscripts, plans for future research, peer reviews, or general correspondence between colleagues.

Tangible Research Property: Items produced in the course of research, such as compositions, biological materials, drawings, devices and equipment.

Traditional Scholarly Output: Scholarly and academic works that have been made independently, at the initiative of the author, for teaching and other educational purposes, including University classroom and course use. This category also includes:

- academic textbooks that were not developed using University Resources;
- academic journal articles, conference papers, and related presentations;
- research proposals;
- notes created only for the Originator's own personal use;
- theses and dissertations;
- novels and poems; and
- works of fine art.

Traditional Scholarly Output does not include any data conceived or generated using University Resources, or during the course or scope of employment at the University by QU Community.

TTO: Technology Transfer Office

University Intellectual Policy: Intellectual Property owned by the University.

University Resources: Funds, facilities, equipment of the University.

3. Policy Administration

3.1 Senior Policy Administration

- The University President has the ultimate authority in relation to all Intellectual Property related matters.
- The VP Research shall be responsible for the administration of the Policy. He shall represent the University in all Intellectual Property related matters vis-à-vis the faculty, staff, students, government, industry and public.

3.2 TTO

The TTO shall be responsible for all matters relating to the identification, protection, and commercialization of the University Intellectual Property. The VP Research designates and oversees a director for TTO. The TTO carries out the following tasks:

- a. To receive Intellectual Property Disclosure Forms;
- b. Upon the recommendation of IPAC, to file for protection of University Intellectual Property;
- c. To oversee the commercialization of the University Intellectual Property.
- d. To inform the VP Research on the status of the Gross and Net Revenues generated from the commercialization of the University Intellectual Property;
- e. To coordinate with the OAR to ensure that the University remains in compliance with its Intellectual Property related commitments assumed under various research contracts and agreements with the industry, universities, research institutes, government or funding agencies.
- f. To maintain a complete record of all Intellectual Property Disclosure Forms and material transfer agreements.
- g. To ensure that all technology transfer and exchange of agreements and activities comply with Qatar laws.

In the absence of the TTO, or until the establishment of TTO at the University, the OAR shall assume the role of TTO and carry out TTO responsibilities, obligations and tasks.

3.3 IPAC

The VP Research shall appoint a standing intellectual property advisory committee consisting of five members including the TTO Director, who shall not be the chairperson of the committee. The members shall be appointed

annually. The VP Research may reappoint the IPAC members for extended terms at his discretion.

IPAC shall meet at least quarterly, or more often when needed. IPAC shall carry out the following tasks:

- a. Review all submitted Intellectual Property Disclosure Forms;
- b. Determine whether to commit funding to obtain patent, copyright, or trademark protection for particular disclosed University Intellectual Property;
- c. Receive and review annual reports from the TTO.
- d. Present annual reports to the VP Research on the implementation of the Policy and recommendations to better achieve the University's objectives.
- e. Propose amendments to the Policy.
- f. Interpret the Policy.
- g. Review the guidelines and procedures for the implementation of the Policy.
- h. Hear appeals regarding Intellectual Property ownership-related issues and make recommendations to the VP Research, whose decision on such matters shall be final.

4. Ownership and Rights to Intellectual Property

4.1. Effects of this Policy

This Policy shall be deemed: 1) a term and condition of employment for every employee of the University; 2) a term and condition of enrollment and attendance at the University by Students; 3) a term and condition of participation in any University research or other use of University Resources by any person (whether or not employed by, compensated by, or enrolled at the University); and 4) a term and condition for admittance by all others such as the visiting appointments, post-doctoral fellows, consultants, and research associates who may participate in research at the University from time to time

or use the University Resources. Outside activities authorized by the University for University or faculty or staff shall remain subject to this Policy to the extent they involve or relate to the use of University Resources.

As directed and requested by the University, all Originators of University Intellectual Property shall execute legal documents required to affect this Policy. The University reserves the sole right in its exclusive discretion to make agreements regarding the retention, ownership, patenting, licensing, accessing, and any other use or disposition of any right, title or interest in University Intellectual Property.

No Originator of University Intellectual Property has the authority to assign, license or otherwise dispose of University Intellectual Property except to the University. QU Community members engaged in outside activities shall have no authority to enter into agreements relating to Intellectual Property with terms conflicting with this Policy.

4.2. University Ownership

The University shall own any and all Intellectual Property and Inventions provided that such Intellectual Property or Invention is conceived:

1. during a research or other assignment given to a QU Community member pursuant to a research project, grant or contract, or any other University administered program; or
2. utilizing University Resources or other contributions of the University; and
3. by the QU Community but the University has not entered into a research grant or contract agreement with express provisions to the contrary.

Ownership and disposition of Intellectual Property rights resulting from research financed wholly or partially by governmental, industrial or other organizations shall be determined by the rules, regulations, and procedures of

the sponsoring organization and in accordance with the terms of the related research agreement and the policies of the University. Any QU Community member who elects to perform research on governmental, commercial, or other projects undertaken by the University is required to sign such supplemental agreements or other documents as are necessary to enable the University to fulfill its legal obligations with respect to protectable Inventions.

4.3. Works of Independent Contractors

The University shall require a written agreement from independent contractors that ownership of Inventions or Copyrightable Works made in the course of a University retention will be assigned to the University.

4.4. Tangible Research Property and Research Data

The University owns all rights, title and interest in Tangible Research Property and Research Data developed with support from University Resources. Subject to the disposition of Intellectual Property under this Policy, in most instances, the University permits the Originators of University-owned Tangible Research Property or Research Data to retain primary physical custody of it solely for non-commercial use in academic work at the University.

4.5. Exception for Traditional Scholarly Output

In line with normal academic practice, and unless agreed otherwise, Originators shall own copyright to all Traditional Scholarly Output they generate in the course of their employment or research work or studies at the University. Wherever applicable, the Originator shall use the University affiliation on Traditional Scholarly Output.

With regard to the case of Traditional Scholarly Output, the University shall retain a license at any time to use, reproduce, and adapt such materials freely for all purposes in accordance with copyright law. The Originator of Traditional Scholarly Output shall grant the University a perpetual, non-exclusive, world-wide, irrevocable, royalty-free license of the Traditional Scholarly Output, to use for administrative, promotional, educational, and teaching purposes of the

University, and waives any claim of rights under laws which may grant the Originator additional rights relating to the Traditional Scholarly Output under applicable law. This license includes the University's right to re-assign a new researcher for a University-funded project if and only when the researcher departs the University, while protecting the Intellectual Property rights of the departing researcher. This license shall be broadly construed to enable the University's efforts to preserve research integrity and prevent fabrication, falsification, and plagiarism.

4.6. Waiver of University Intellectual Property Rights

Based on reasonable grounds and recommendations of IPAC, the VP Research may, in his sole discretion, waive in writing the University's rights to IP.

4.7. Assignment of Rights to Third Party

The University may at any time assign its rights to third parties, e.g., sponsors of research, commercialization partners, or otherwise, upon the recommendation of the TTO Director and the approval of VP Research.

4.8. Rights Assigned Back to the Originator

In the event the University fails to determine whether to proceed with the exploitation of IP within one (1) year from the date the Intellectual Property Form is submitted to the TTO, the rights of such Intellectual Property disclosed in such Intellectual Property Disclosure Form shall be assigned to the Originator to the extent permitted by law.

4.9. No Intellectual Property Rights for the University

In the following cases, Intellectual Property rights shall belong to the Originator. In all these cases Intellectual Property must be disclosed according to Section 7 of the Policy, and the Originator shall have the obligation and responsibility to disclose this information and the burden of proof is on the Originator to ensure compliance.

1. The work, Invention or any other type of Intellectual Property that is generated prior to joining the University or after the termination of the relationship with the University.
2. Intellectual Property generated by members of the QU Community on their personal time and using personal resources, provided that such Intellectual Property is clearly outside their areas of research specialization and outside the scope of their appointment with, and duties for, the University.
3. In order to avoid a conflict of interest, no member of the QU Community shall patent, or seek to patent Inventions which are in the specific field of work in which the Originator is participating in a University research program without prior, written permission from the University.
4. Student-generated IP, provided that it is not developed in collaboration with other non-student members of the QU Community, governed by a third party agreement, or developed through the use of University Resources, other than those incidental resources generally available to all members of the QU Community.

5. Copyright Policy

Student Work: All copyrighted works made by students shall be treated as Traditional Scholarly Output, unless generated in the scope of a project funded by a funding agency.

Commissioned Work and Publications: The University may engage faculty or staff to write for publication or produce copyrighted materials as part of their professional duties. Unless otherwise approved in advance by the VP Research, the University shall own all such materials, but shall provide a license thereof upon request.

Copyright Notice: All published works owned by the University shall bear a copyright notice composed and affixed in accordance with Qatar copyright

law. University-owned materials shall bear the notice: ©(Years of publication)Qatar University. No other annotation, regarding a division, research center or other University unit may be used in the copyright notice.

6. Confidentiality

Confidential Information shall be maintained in confidence to the extent required to conduct business in an effective and smooth manner. Confidential Information may only be disclosed to third parties under a non-disclosure agreement or as otherwise may be approved by the VP Research. QU Community shall adhere to the following procedures when handling Confidential Information:

- a. Research in progress, unpublished research results, and proprietary information received from third parties shall be treated with care and with due regard for potential patentability.
- b. Information received by the University from a third party under a confidentiality agreement may only be disclosed within the University to persons having a need to know such information.

Nothing in this section shall limit or restrict the right of the QU Community to freely publish results of their research.

7. Disclosure of Intellectual Property

Originators shall promptly and in writing disclose and assign each Invention (except for Traditional Scholarly Output) to the TTO by submitting a confidential Intellectual Property Disclosure Form. Originators must make sure that they have not disclosed any information regarding the Invention to any third parties. Originators shall further comply with the following:

- a. If more than one individual participated in the Invention, the Intellectual Property Disclosure Form shall be signed by all such participants. The Intellectual Property Disclosure Form shall constitute a full and

- complete disclosure of the Invention subject matter of the discovery or development and the identity of all persons who have participated in the discovery;
- b. Not disclose any Invention to any third party, except as specifically authorized by the University;
 - c. At all times take all steps reasonably necessary to maintain the confidentiality of any potentially exploitable Intellectual Property and not do anything which will prejudice the University's right to apply for its registered protection;
 - d. at the request and expense of the University, assist the University in the application for and prosecution of any registered Intellectual Property rights; and
 - e. sign all documents and do all such acts as may be requested by the University for the protection of University Intellectual Property.

The Intellectual Property Disclosure Form shall be processed as follows:

- a. The Originators shall promptly submit the Intellectual Property Disclosure Forms to the TTO.
- b. The TTO shall receive, coordinate, and communicate with the applicant and other concerned parties, with respect to Intellectual Property disclosure, protection, and commercialization.
- c. IPAC shall review the Intellectual Property Disclosure Form, evaluate the commercialization potential, and submit its recommendation to VP Research on whether or not the University should pursue the protection of the disclosed Intellectual Property by patenting or by other means.
- d. VP Research shall make the final decision on whether or not to protect the disclosed IP. TTO shall communicate the decision to the Originator.
- e. TTO shall facilitate and manage the commercialization of disclosed IP. Originators shall provide reasonable support for the commercialization activities.

It is recognized that commercialization of Intellectual Property may not always be appropriate, as it is sometimes in the best interests of knowledge transfer to place certain Intellectual Property in the public domain. If Originators believe that this is appropriate, they must request such option from the TTO director and receive written approval by the TTO director prior to placing the Intellectual Property in the public domain.

In addition, members of the QU Community have the obligation to disclose any potential conflicts of interest in accordance with the University's Conflict of Interest Policies. They also have the obligation to execute all contracts, assignments, waivers, disclosures and other legal documents necessary to vest in the University the rights to any Invention in which they retain an interest. This obligation remains effective even after the Originators leave the University.

8. Intellectual Property Transactions and Revenues

8.1 Authorization of Transactions

- The TTO shall be responsible for the protection, management, commercialization and transfer of University Intellectual Property it believes to be beneficial to the University. The TTO Director shall represent the University in Intellectual Property-related negotiations, and shall be responsible for protecting the University's interests in these transactions.
- VP Research (or his representative) shall have the authority to sign all Intellectual Property-related agreements for the University. Agreements shall be first reviewed by legal counsel, and approved by the TTO Director.
- Regarding Intellectual Property-related agreements, no person, other than the University President, VP Research, and TTO Director, shall have the authority to make any representations on behalf of the University, or use the University's name or logo in connection with Intellectual Property-related matters, without prior the written approval of the VP Research.

8.2 Revenue Sharing

The University intends to encourage the Originators' participation in the technology transfer and commercialization of IP. The Originators are handsomely compensated for their efforts in research activities. The University shares the Net Revenues generated from the commercialization or licensing of Intellectual Property with the Originators as follows:

- the Originator or Originators, collectively, will receive 33.3% of the Net Revenue received by the University;
- 33.3% of the Net Revenue will be distributed to a discretionary account for the Originator's department; and
- 33.3% will be distributed to the University which will go to University's private account for general research support.

In the case of an irresolvable dispute over Net Revenue distributions, such revenue shall be distributed as determined by the VP Research, whose decision shall be final.

8.3 Exception to the Revenue Sharing Policy

The University may be involved in various kinds of partnerships, different funding arrangements and different types of cooperation agreements. The OAR may negotiate and approve separate revenue sharing arrangements depending on the circumstances of each individual case and based on relevant contractual arrangements, any applicable funding regulations, and revenue sharing policies of collaborating institutes.

8.4 Payment Terms

Payments to the Originator shall be made subject to all applicable Qatari laws and third party agreements. Typically, payments are made once and annually at the end of each fiscal year. These payments are not considered part of the individual's salary. Compliance with the applicable tax laws shall be the sole responsibility of persons receiving the payments. The payments to the retired Originators shall continue according to the schedule set forth in Clause 8.2 of this Policy. In the event that a retired Originator resumes work for another

employer, the payments shall cease the following fiscal year. Where the Originator is deceased, the payments shall be made to his/her estate, to the extent permitted under Qatari laws.

8.4 Licensing of Inventions

Originators may not independently market or license the University IP. Sponsors may not use the name or logo of the University, nor imply approval or endorsement of any product by the University in any commercial promotion without the written permission of the University. TTO will market the Intellectual Property and identify the sponsors. Once a sponsor has decided to develop or commercialize an Invention, the appropriate agreements will be drafted and negotiated with the sponsor. Originators will be kept informed of the negotiations and their input will be sought as appropriate. Legal advisor will be consulted as required. The licensing agreement will be maintained by the TTO which will be responsible for its administration.

9. Disputes and Appeals

If an Originator has an objection to the University ownership of Intellectual Property or the interpretation of this Policy, s/he may appeal in writing to the University President, and shall provide all information and documentation which may be necessary for a fair resolution of the dispute. The University President shall forward all the submitted documents to VP Research, or shall choose another option as may be in the interest of fairness and equity, within seven calendar days after receiving the appeal. The VP Research shall meet and consult with IPAC within 30 calendar days (excluding summer semester days) after receiving the appeal to study all submitted materials and make a recommendation to the University President, whose decision in the matter shall be final. The decision of the University President shall promptly be communicated in writing to the person who submitted the appeal no later than 45 calendar days (excluding summer semester days) after the submission of the appeal.

10. Exceptions and Amendments

10.1 Exceptions

This Policy shall not be interpreted to limit the University's ability to meet its obligations for deliverables under any contract, grant, or other arrangements with third parties, including sponsored research agreements, license agreements, fund management agreements and the like. The University shall coordinate reporting requirements and other requirements to research sponsors regarding University Intellectual Property developed under a research contract or grant.

For individual cases, the VP Research may make exceptions to this Policy when doing so would be equitable and fair or of strategic interest to the University. Such exceptions shall be reported to the EMC.

10.2 Amendments

This Policy may be amended upon the recommendation of the VP for research, IPAC or TTO, and the approval of the University President.