

October University for Modern Sciences and Arts (MSA)

Intellectual Property Policy

THE FIRST BRITISH HIGHER EDUCATION IN EGYPT

26th July Mehwar Road Intersection with Wahat Road, 6th of October City, Egypt

Tel:+202383711146 **Fax:** +20238371543 **Postal code:** 12451

Email:info@msa.eun.eg **Hotline:**16672 **Website:** www.msa.edu.eg



1 CONTENTS

ARTICLE 1 - Preface.....	3
ARTICLE 2 - Definitions	5
ARTICLE 3 - SCOPE OF THIS POLICY (PROPERTY RULES AND REGULATIONS) ..	9
ARTICLE 4 – GOVERNANCE AND OPERATION	12
ARTICLE 5 - OWNERSHIP OF IP AND RIGHTS OF USE.....	15
ARTICLE 6 - PUBLICATION, NON-DISCLOSURE AND TRADE SECRETS	17
ARTICLE 7 - RESEARCH CONTRACTS.....	19
ARTICLE 8 - DETERMINATIONS BY THE IP Management Office (IPMO)	21
ARTICLE 9 - COMMERCIALIZATION OF IP	24
ARTICLE 10 - DISTRIBUTION OF REVENUES, MOTIVATION OF RESEARCHERS .	26
ARTICLE: 11 - IP PORTFOLIO MAINTENANCE	28
ARTICLE 12 - TRADITIONAL KNOWLEDGE AND GENETIC RESOURCES	29
ARTICLE 13 - CONFLICT OF INTERESTS AND COMMITMENTS	30
ARTICLE 14 - DISPUTE	31
ARTICLE 15 - AMENDMENT.....	32

THE FIRST BRITISH HIGHER EDUCATION IN EGYPT

26th July Mehwar Road Intersection with Wahat Road, 6th of October City, Egypt

Tel: +202383711146 Fax: +20238371543 Postal code: 12451

Email: info@msa.eun.eg Hotline: 16672 Website: www.msa.edu.eg



1.1. Context and Institution Mission

The primary goals of October University for Modern Sciences and Arts (MSA) are: (i) quality teaching of students in various disciplines at an undergraduate and postgraduate levels, (ii) expansion of knowledge through scholarly studies and research activities, (iii) support of business in a wider Egyptian community, and (iv) the publication and dissemination of products related to studies and research work at MSA.

October University for Modern Sciences and Arts (MSA) offers undergraduate BA/BSc degrees from nine faculties, which are: Arts and Design, Biotechnology, Computer Science, Dentistry, Engineering, Languages, Management Sciences, Mass Communication, and Pharmacy. It also offers a master's degree in Dentistry. The university has various laboratories and equipment, design studios, and engineering workshops, which are used to produce significant Intellectual Property material. The university also hosts a Center of Excellence for research and development, and an Entrepreneurship hub to support start-ups, industrial ventures and innovations. October University for Modern Sciences and Arts (MSA) also has a Technology Innovation and Commercialization Office (TICO), which is responsible for the supervision and regulations related to the university's research projects, in addition to the management of Intellectual Property rights.

1.2. Purpose of the IP Policy

1.2.1. Promotion of IP Utilization: The Intellectual Property (IP) policy of MSA University defines the framework for the management of IP rights. Staff and students undertaking research or academic work at the university produce significant IP traffic, which can be of an academic, historical and/ or commercial value. The IP policy clarifies matters of ownership or, rights over and access to IP for the university staff, students and interested third parties (such as employers and funding agencies).

1.2.2. IP Management: October University for Modern Sciences and Arts (MSA) aims to promote research activities of staff members and students to the maximum extent possible. It is consistent with the mission of MSA to be a research led university. By their very nature, research activities create new knowledge – and therefore new intellectual property. A high proportion of research activities at October University for Modern Sciences and Arts (MSA) is categorized as functional application that leads to production of commercial products. Intellectual property is, therefore, potentially valuable and the university aims to maximize its value and benefits for staff members, students and the university community.

1.2.3. Balance of interests. The University's policy governing the ownership and disposition of intellectual property which includes, but not limited to, inventions, copyrights (including computer software), trademarks, and tangible research property such as biological materials adopts the principles mentioned below. From time to time, advances in science and arts may result in new regulations for the protection of intellectual property.

Overall principles

The Institution adopts the following principles:

1.3.1. Responsible commercialization

The policy encourages ideas or creative works produced at the university. These products are expected to be useful to the public interest. This may be accomplished through a widespread dissemination. Thus, dissemination and the use of ideas and creativity should be encouraged across the community of October University for Modern Sciences and Arts (MSA). Inventors and authors benefit from the strict implementation of legal protection of innovations and creative works and products. Although this policy recognizes that the public benefit should be placed before gaining financial profit, it is legitimate that the university, inventors and authors would benefit financially from the use of innovative or creative work/products. Therefore, the university considers the benefits and consequences for the public and the university, as well as for individual inventors and authors.

The policy provides a legitimate framework to research activities and technology-based relationships with third parties. It also regulates procedures related to the identification, ownership, protection and commercialization of 'Intellectual Property'. The policy guarantees the timely and effective protection of 'Intellectual Property' and facilitates the documentation of the Intellectual Property portfolio of the university.

1.3.2. Incentives

The IP policy of MSA University promotes scientific investigation and research. Financial support and/or facilities, equipment and staff needed for the development of intellectual property are provided by or through the university. The university may have external contractual commencements which should be considered. It may also have investments and/or commercial operations with other parties outside the university, from which reimbursement is attained.

1.3.3. Local development

The policy should protect the traditional rights of scholars regarding the products of their intellectual endeavors. For instance, the policy should not interfere with the rights of a scholar to publish a book or an article. Where the university takes ownership or control over scholarly works, the university shall consult with authors on plans for publication.

The university also has a compelling interest in ensuring that its name and insignias are properly used, especially that the use of its name or insignia to imply association with the institution is accurate and appropriate, and that it receives a fair share of any commercial fruits from the use of its names.

The university ensures that economic benefits arising from the commercialization of Intellectual Property are distributed in a fair and equitable manner, according to contributions of inventors, the role of the university as well as the role of other stakeholders as relevant. As an academic

research institution, the university plays a vital role in the society through bringing research results to public use and benefit.

ARTICLE 2 - DEFINITIONS

Within the context of the IP policy of MSA University, the following terms related to inventions and intellectual property are defined:

Inventor: a person who individually or jointly makes an invention and who meets the criteria for inventor-ship under Egyptian patent laws and regulations. The term inventor in the context of this policy applies to:

- Staff members: employees of the University.
- Students: full and part-time registered students of the University.
- Part-time staff or visiting professors/researchers and any other persons employed or appointed by the university to produce innovative or novel work or ideas.

Invention: any patentable or potentially patentable idea, discovery or know-how and any associated or supporting technology that is required for the development or application of the idea, discovery or know-how.

Supported Invention: an *invention* conceived or reduced to a practice by an individual to whom this policy is applicable. The supported invention may occur:

1. During an academic course or as a result of any educational activity that runs under the supervision of an academic staff member
2. As a result of an agreement between October University for Modern Sciences and Arts (MSA) and a third party
3. Through direct or indirect financial support from October University for Modern Sciences and Arts (MSA), including support or funding from any outside source awarded to or administered by the university
4. While using (other than incidental use) space, facilities, materials or other resources provided by or through the university.

Incidental Invention: an Invention (other than a *Supported Invention*) that is conceived or reduced to a practice by an individual who functions under the umbrella of this policy making an incidental use of space, facilities, materials or other resources related to such an invention.

Intellectual property (IP): includes rights of registration or application for registration related to:

- literary works (including computer programs), artistic, musical and scientific works
- multimedia subject matter
- performances of performing artists, phonograms and broadcasts
- inventions in all fields of human endeavor
- scientific discoveries
- industrial designs
- trademarks, service marks and commercial names and designations
- plant varieties
- Circuit layouts

THE FIRST BRITISH HIGHER EDUCATION IN EGYPT

26th July Mehwar Road Intersection with Wahat Road, 6th of October City, Egypt

Tel: +202383711146 Fax: +20238371543 Postal code: 12451

Email: info@msa.eun.eg Hotline: 16672 Website: www.msa.edu.eg



Moral right mean:

- an author's right to be identified as the author of a work (known as the right of attribution)
- an author's right to act against false attribution (known as the right not to have authorship of a work falsely attributed)
- an author's right to object to derogatory treatment of their work that affects their reputation (known as the right of integrity of authorship).

Invention disclosure: a document which provides information about inventor(s), what was invented, circumstances leading to the invention, and facts concerning subsequent activities. It provides the basis for a determination of patentability and the technical information for drafting a patent application. An invention disclosure is also used to report technology that may not be patented but is protected by other means such as copyrights.

Copyright: the ownership and control of the intellectual property in original works of authorship which are subject to copyright law. Also, any form of exploitation of Intellectual Property, including assignment, licensing, internal exploitation within the Institute and commercialization via a spin-off enterprise.

The law: refers to the Egyptian Intellectual Property law # 82 for the year 2002. The law states the following "a patent shall be granted, in accordance with the provisions of this Law, to any industrially applicable invention, which is new, involves an inventive step, whether connected with new industrial products, new industrial processes or a new application of known industrial processes.

The patent is also granted, independently, for any modification, improvement or addition to a previously patented invention, which meets the criteria of being new, inventive and industrially applicable, as stated in the preceding paragraph, in which case the patent shall be granted, under the provisions of this Law, to the owner of the modification, improvement or addition".

"Copyrighted works" means literary, scientific and art works, including academic publications, scholarly books, articles, lectures, musical compositions, films, presentations and/or works other than software, which are protected by the copyright law.

"University resources" means any form of funds, facilities or resources, including equipment, consumables and human resources provided by the Institute either in a direct or indirect way.

"Intellectual Property Rights" (IP Rights) means ownership and associated rights related to Intellectual Property, including: patents, utility model, plant breeders, designs, trademarks, topography, know-how, trade secrets and all other intellectual or industrial property, applications as well as copyrights, either registered or unregistered.

Background IP. in case an individual creates an IP before the execution of any Research Project, s/he becomes subject to this IP Policy, by virtue of appointment as a visitor, employment as a faculty staff member, or registration as a student.

Commercialization: Any form of utilization of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society.

Commercialization Entity. A company that has access to the IP of the Institution, through any of the available commercialization modes, production, processing or providing services. This can be a spin-off or startup.

THE FIRST BRITISH HIGHER EDUCATION IN EGYPT

26th July Mehwar Road Intersection with Wahat Road, 6th of October City, Egypt

Tel: +202383711146 Fax: +20238371543 Postal code: 12451

Email: info@msa.eun.eg Hotline: 16672 Website: www.msa.edu.eg

Genetic Resources (GRs). “Genetic material of actual or potential value.”¹ Genetic material is defined as “any material of plant, animal, microbial or other origin containing functional units of heredity”. Some GRs are linked to traditional knowledge (TK) through their use and conservation by indigenous peoples and local communities, often over generations, and through their widespread use in modern scientific Research. Examples include medicinal plants, agricultural crops and animal breeds.

Institution. The Academy of Scientific Research and Technology.

Institution IP. IP owned or co-owned by the Institution.

Intellectual Property Rights (IPRs). The statutory requirements for protection should be met so that proprietary rights are granted for an invention including, mark, design, plant variety, or other types of IP. These types include a patent, trademark, and registered design or plant breeders’ rights, respectively.

IP Disclosure Form. The form [provided in Annex X] which has to be completed by creators and submitted to IPMO to document their creation.

IP Expenses. Expenses incurred by the Institution for the management and commercialization of IP and for which gross IP revenue has been received

Public Disclosure. The communication of information related to external parties concerning IP. Public Disclosure includes, but is not limited to, disclosure in written or oral form, communication by email, posting on a web blog, disclosure in a news report, press release or interview, publication in a journal, abstract, poster, or report, presentation at a conference, examination of a thesis, demonstration of an Invention at a trade show, or the industrial application of an Invention.

Public Domain. The freely accessible public realm in which works that are not protected by IPRs, either because the rights have been forfeited or because the rights have been expired, are thereby held by the public at large and available for all to use without permission from the creator or owner.

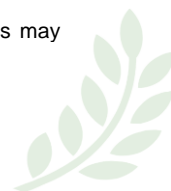
Research.² Any creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture and society, and the use of this stock of knowledge to devise new applications. It comprises three activities: basic research, applied research and experimental development.

Research Contract. Any type of agreement between the institution and an external party or research sponsor, concerning research, which could result in an IP being created at the Institution. This includes, but is not limited to, all sponsorships, donor ships and collaborations with the external party or research sponsor.³

¹ Article 2 of the Convention on Biological Diversity.

² Definition from the [Frascati Manual](#).

³ For details as to the difference between sponsorships, donorships and collaborations, and how the IP ownership clauses may change, see the Guidelines, Article 8.





Research Project. Any project that forms the basis of Research undertaken by the Institution and includes projects undertaken by a student, under the supervision of a staff member or a visitor, as part of a research degree program.

Staff Member. Any person who has a contract of employment with the institution including academic, research, technical, administrative and adjunct staff, whether full-time or part-time or on a temporary basis.

Student. Any student registered for an approved course at the institution.

Visitor. Any person who is neither a staff member nor a student of the institution who engages in work at the institution, including visiting professors, adjunct and conjoint professors, teachers, researchers, scholars and volunteers; and who concludes an appointment agreement with the Institution.



ARTICLE 3 - SCOPE OF THIS POLICY (PROPERTY RULES AND REGULATIONS)

3.1 Copyrighted Material Intended for Research Use

1. This Policy does not apply to inventions created in the course of demonstrably private research, unrelated to the inventor's University functions, or in the course of private consulting activities to outside bodies, when such activities do not involve any substantial use of university facilities. An exception is made in case the consulting or research activities are performed using the consultant title as an employee of MSA University.
2. The university recognizes the need to provide:
 - i. Clear incentives for the creation of IP
 - ii. Effective and efficient university services which can evaluate and protect intellectual property, and then decided on the most appropriate arrangements for its transfer into use.
 - iii. Fair and equitable arrangements for sharing any net commercial returns from commercialization of IP
 - iv. Protection of the moral rights of the inventors as defined in this policy
3. This Policy applies to all staff members, students and visitors who participate in a research project or produce scholarly works in either sponsored research or university-funded projects or who use significant funds or facilities administered by the university. These should agree to the terms of this policy. By accepting such funds or using such significant facilities, the individual agrees to assign created Intellectual Property to October University for Modern Sciences and Arts (MSA). The forms should be signed in triplicate: one copy to be retained by the individual, one by the laboratory or department, and one forwarded to the Technology Innovation and Commercialization Office (TICO) office.
4. Work and IP products created by the students of the university during the duration of their study, except for students' thesis, follow the same principles detailed above.
5. The ownership of copyrights in student thesis is governed by the following:
 - i. Thesis generated by research that is performed in whole or in part by the student with financial support in the form of wages, salaries, stipend, or grant from funds administered by the university shall be determined in accordance with the terms of the support agreement, or in the absence of such terms, shall become the property of the Institute.
 - ii. Students retain copyright ownerships of their dissertations. However, A student must, as a condition to a degree award, grant royalty-free permission to the university to reproduce and publicly distribute copies of his/her thesis.
 - iii. A student should grant and sign off a binding agreement prior to the student generating any IP, so that MSA university can in turn enter into binding

THE FIRST BRITISH HIGHER EDUCATION IN EGYPT

26th July Mehwar Road Intersection with Wahat Road, 6th of October City, Egypt

Tel: +202383711146 Fax: +20238371543 Postal code: 12451

Email: info@msa.eun.eg Hotline: 16672 Website: www.msa.edu.eg



agreements with sponsors and licensees for the commercialization of the IP package.

6. For research grants, involving different parties and which include staff member(s) from October University for Modern Sciences and Arts (MSA), it shall be the responsibility of the staff member to ensure that visitors or other non-university employees, do not compromise the university's intellectual property obligations . University staff members are considered as the university official representatives. University contracts should also consider incorporation of written agreements with visitors or other non-University employees concerning this matter.
7. If a dispute arises concerning the interpretation of these regulations, individuals referred to as "inventor" in section 2 or the student concerned, shall send written document to the Secretary of the **President of the University** within thirty days of the dispute arising, and at the same time send a copy of the document to other parties of the dispute. The document should include a description of the issue.
8. This Policy is announced through the Website of October University for Modern Sciences and Arts (MSA), the faculty handbook and the student handbook of each faculty. In addition, a reference to this Policy shall be made in [the terms and conditions of enrolment of students], academic catalogues or their equivalent.
9. If a staff member who is or has been involved in the creation of IP leaves MSA university to join another institution or firm, S/he should ensure to have a written agreement in place, setting out the situation of the ownership of the IP. Rights and obligations under this Policy shall survive any termination of employment, new enrolment or Appointment at the Institution.
10. The IP Policy shall be accessible through the website to enable staff members, students, visitors and third-party collaborators recognize the different ways of addressing involved parties. Technology, Innovation and Commercialization Office (TICO) is responsible to ensure that all relevant individuals involved in research know how to access this information, have accessed and read the information, and agree with the terms.

3.2 Copyrighted Material Intended for Classroom Use

This section outlines regulations concerning ownership of classroom material and the circumstances under which the reproduction of copyrighted materials is permissible for classroom purposes.

1. Teaching materials for classroom rules include any materials created inside the university, or on its behalf that are primarily used (by University Staff) or accessed by students at any level, for the purposes of any course of study.
2. Teaching materials will remain the property of the university. Creators are required to obtain necessary written permission before they can get access to materials.
3. The university, however, recognizes the authorship rights of the authors/creators of the

materials and all authorship credits shall be emphasized.

4. If an originator of teaching materials requests, in writing, that his/her name should be removed, the university will comply where such request is made on the grounds that the teaching materials are obsolete. The university may otherwise amend or update its teaching materials in any suitable way.
5. The university acknowledges that the ownership of the performer has rights in any teaching materials including videos, audios or other recordings of a faculty member. It recognizes that these are owned by the employee.
6. Faculty members must obtain however permission from the President of the university in case of commercialization of audios or videos or other products produced inside the premises of the university and/or using its facilities.
7. Students are not permitted to make recordings of lectures or presentations except for a sound recording for the sole purpose of the student's support (not for distribution or circulation).



ARTICLE 4 – GOVERNANCE AND OPERATION

1. Compliance with this policy is required from all inventors identified in Section 2. This policy also applies to non-employee, students of the university and to any individual who creates an intellectual property with significant use of university resources.
2. Technology Innovation and Commercialization Office (TICO) at October University for Modern Sciences and Arts (MSA) is the designated office responsible for filing national and international patents. It also regulates affairs regarding copyrights and intellectual property matters of the university.
3. Intellectual Property regulations are as follows:
 - i. October University for Modern Sciences and Arts (MSA) owns Intellectual Property made or created by MSA faculty, students, staff or others participating in research agreements in which the university is a party.
 - ii. Ownership of copyrightable works created as "works-for-hire" or pursuant to a written agreement with the university who transfers any Intellectual Property or ownership to October University for Modern Sciences and Arts (MSA) will be vested.
 - iii. Ownership of Intellectual Property developed by faculty, students, staff, and others participating in MSA programs, including visitors, with the significant use of funds or facilities administered by October University for Modern Sciences and Arts (MSA) will be vested.
4. Inventor(s)/author(s) will own Intellectual Property that is:
 - i. **not** developed in the course of or pursuant to a sponsored research or other agreement (The Technology Innovation and Commercialization Office (TICO) office may advise on the terms of the agreements that apply to specific research)
 - ii. **not** created as a "work-for-hire" by operation of copyright law (a "work-for-hire" is defined, in part, as a work prepared by an employee within the scope of his or her employment) and not created pursuant to a written agreement with October University for Modern Sciences and Arts (MSA)
 - iii. **not** developed with the significant use of funds or facilities administered by October University for Modern Sciences and Arts (MSA).
5. In the case of multiple inventors, the Technology Innovation and Commercialization Office (TICO) after consultation with the Inventors, shall approve the list of inventors and shall determine the relative rights of each of the inventors. The level of apportionment will be commensurate with the level of contribution of each.
6. Ownership of intellectual property that is created, discovered, developed through funding by a third party such as sponsor, grant or funding agent shall be governed by the terms and conditions of the written agreement between the university and the third party.
7. The university owns and holds the right to use and maintain the developed machines, software, inventions, creations, designs, and any other inventions, creations or patentable products developed by the inventors defined in Section 2. The inventor shall own copy right ownership of the invention.
8. Commercialization of inventions shall be managed through separate agreement documents

THE FIRST BRITISH HIGHER EDUCATION IN EGYPT

26th July Mehwar Road Intersection with Wahat Road, 6th of October City, Egypt

Tel: +202383711146 Fax: +20238371543 Postal code: 12451

Email: info@msa.eun.eg Hotline: 16672 Website: www.msa.edu.eg



between the university management and the inventor. Royalties, copyrights and all other matters shall be defined in the agreement. The Technology Innovation and Commercialization Office (TICO) regulates and holds a copy of all co-signed agreements between the university and its inventors.

9. Responsibilities of the creators of intellectual property:

- i. The inventor may make full and complete disclosure of the Invention to the university by submitting an invention disclosure form to the Technology Innovation and Commercialization Office (TICO) at October University for Modern Sciences and Arts (MSA).
- ii. The creator should comply with the university IP governing policies identified in this document.
- iii. The creator should prepare all documentation that describe his/her invention and discuss with the university decisions regarding the application of patents, commercialization and/or other forms of knowledge-sharing.
- iv. The creator may not use the board's or the university's name, logos, trademarks, or other university identifiers in any commercial context of his/her creation without a written agreement with the university.

10. Responsibilities of the Technology Innovation and Commercialization Office (TICO) and the IP official:

- i. The IP official reviews and manages all agreements signed by participants in the university-funded projects and/or under conditions described in regulation #3.
- ii. The IP official is responsible for the supervision and management of IP and technology transfer according to the university policies.
- iii. The Technology Innovation and Commercialization Office (TICO) takes necessary actions to protect the university's IP.
- iv. The IP official discusses with the head of the Technology Innovation and Commercialization Office (TICO) applications filed by inventors in October University for Modern Sciences and Arts (MSA) community and discusses with the inventor the path and procedures that should be followed for the commercialization or filing of patents.
- v. The IP official guides the applicants/inventors to develop proper documentation for filing of patents.
- vi. The IP official documents agreements between the university management and inventors concerning royalties and other financial matters.
- vii. The IP official identifies qualified partners to transfer commercial-use rights for the IP of the institution.
- viii. The IP official negotiates appropriate agreements between the institution and partners for the commercialization of the IP of the institution.
- ix. The IP official facilitates, where appropriate, the creation of spin-off companies.
- x. The IP official keeps record of all protected IP together with records of all costs and revenues generated by individual IP.
- xi. The IP official assists creators to identify results that have commercial value and help them notifying such results to the IPMO, before disclosure to any party outside the institution.



- xii. The IP official ensures that required agreements regarding the administration of IP in which the Institution has a proprietary interest, and consequent rights of all parties concerned, are properly executed.
- xiii. The IP official provides, wherever possible, assistance to researchers in fulfilling their obligations and responsibilities under this Policy, as well as encouraging their participation in any commercialization process related to Institution IP.
- xiv. The IP official manages the distribution of revenue received from IP commercialization according to the sharing mechanisms defined in this policy.



ARTICLE 5 - OWNERSHIP OF IP AND RIGHTS OF USE

5.1. Employees of the University

5.1.1. 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 belongs automatically to the university unless there is a specific agreement that states otherwise (Paragraph 5.1.4).

5.1.2. In case an employee of the university creates Intellectual Property outside the normal course of his or her duties of employment, with the use of any 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.

5.1.3. Intellectual Property as defined in Paragraph 5.1.1., created in the course of, or pursuant to a sponsored research or other type of agreement with a third party, initially belongs to the university and then ownership shall be determined according to the terms of such agreements.

5.1.4. **Section 5.1.** applies to undergraduate and staff of the university.

5.2. Employees pursuing research activities at other institutions

5.2.1. Rights related to Intellectual Property that is created during an academic visit by the employee of the university to another institute, university or research Centre should be governed by an agreement between the university and the other institute, university or research Centre. If the University's IP rights are not affected, the IP created during the visit should belong to the university and the other visited institute, university or research Centre unless otherwise stated in an agreement.

5.3. Non-employees

5.3.1. Visiting researchers or part time staff 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.

5.4. Students

5.4.1. Students who are not employed by the university own all Intellectual Property and associated IP Rights they create purely based on knowledge acquired from lectures and teaching. However, the IP ownership should be shared or assigned to October University for Modern Sciences and Arts (MSA) under certain circumstances. These include:

5.4.1.1. If a student is offered a studentship sponsored by a third party under a separate agreement, under which the third party has a claim on Intellectual Property arising from the studentship, the student has to agree that the Intellectual Property would initially belong to

THE FIRST BRITISH HIGHER EDUCATION IN EGYPT



October University for Modern Sciences and Arts (MSA). Ownership will then be determined in accordance with the terms of the agreement concluded with the third party.

5.4.1.2. If a student creates Intellectual Property with the significant use of Institute Resources in connection with his or her research activity, he or she is deemed to agree to transfer the IP Rights in such Intellectual Property to MSA University.

5.4.1.3. The university should claim ownership of all Intellectual Property created in the course of students' research activity conducted in collaboration or under the supervision of faculty and/or researchers at October University for Modern Sciences and Arts (MSA) University.

5.4.1.4. Students should own the copyright in theses and dissertations as well as scholarly works, and publications. The supervisor should not be a co-author of an article published from a thesis. The student should submit his/her final thesis or dissertation to October University for Modern Sciences and Arts (MSA) repository.

5.4.2. Students should be given the option to assign IP Rights to October University for Modern Sciences and Arts (MSA) and should 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.

5.4.3. Before involving students in any research activities, they should sign an agreement that abides them to the intellectual property agreement.

5.4.4. The Intellectual Property Management Office (IPMO) may need to assist the student with the commercialization of IP owned by the student. This may involve that the student assigns the IP to October University for Modern Sciences and Arts (MSA) in order to run the commercialization process, with financial or non-financial incentives offered to the student.

5.5. If the university cannot claim Intellectual Property, it should notify the inventor(s).

The notification should 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) may have the option to acquire related IP Rights. However, the university may claim the right of a share from the income of any subsequent exploitation of the Intellectual Property which is equal to the verified expenditures of the Institute incurred in connection with the protection and commercialization of such IP. The university may also claim a perpetual nonexclusive royalty-free license for research purposes without the right to business exploitation and without the right to sub-license. The university may also claim for a **10%** of any net income generated by the inventor(s) from the commercialization of the Intellectual Property. The university will not unreasonably withhold or delay an assignment of the IP Rights to the inventor(s); however, it may reserve the right to delay exploitation, if necessary.

5.6. Requests for any transfer of rights from October University for Modern Sciences and Arts (MSA) to the inventors(s) or any third party should be made to October University for Modern Sciences and Arts (MSA).

ARTICLE 6 - PUBLICATION, NON-DISCLOSURE AND TRADE SECRETS

6.1. Commitment of time and intellectual contributions of a researcher at October University for Modern Sciences and Arts (MSA) should be to learning processes, research activities and development of academic programs.

6.2. Publications.

6.2.1. Staff and/or students of the university should add the name of the affiliation (October University for Modern Sciences and Arts (MSA) in their publications.

6.2.2. October University for Modern Sciences and Arts (MSA) encourages research work and development.

6.2.3. October University for Modern Sciences and Arts (MSA) supports the right of researchers and creators to decide when to publish their research results.

6.3. Each researcher has obligations towards the institute that are clearly stated in agreements. The researcher should also be provided with a copy of this Policy.

6.4. Should any doubt arise concerning conflict of interest or confidentiality issues, researchers are advised to directly consult with October University for Modern Sciences and Arts (MSA).

6.5. Researchers shall promptly report all potential and existing conflict of interest to October University for Modern Sciences and Arts (MSA) in order to reach a satisfactory solution.

6.6. Patent Agreement: Individuals subject to this policy and/or employed in any capacity by the university should sign MSA Patent Agreement.

Technology Innovation and Commercialization Office (TICO) at October University for Modern Sciences and Arts (MSA) is the office responsible for filing national and international patents and regulating affairs regarding copyrights and intellectual properties of the university.

6.7. Rights in Copyrighted Works are owned by their creators regardless of their use of the university resources. Copyrighted works, including those that are commissioned by the university, or developed during the process of a sponsored research, or commissioned according to an agreement with a third party, or created by an employee within the course of his employment, are considered 'an exception' as provisions of relevant agreements are taken into account.

6.8. October University for Modern Sciences and Arts (MSA) undertakes actions for protecting the moral rights of authors of copyrighted works.

6.9. October University for Modern Sciences and Arts (MSA) will not ask staff members, students or visitors to renounce their moral rights as a condition for employment, enrolment, or funding their work.

6.10. Non-disclosure for IP protection. In conjunction with the right of publication, researchers and/or creators should be aware that premature Public Disclosure may result in loss of IP protection rights. Therefore, they are strongly encouraged to make all reasonable efforts to

THE FIRST BRITISH HIGHER EDUCATION IN EGYPT

26th July Mehwar Road Intersection with Wahat Road, 6th of October City, Egypt

Tel: +202383711146 Fax: +20238371543 Postal code: 12451

Email: info@msa.eun.eg Hotline: 16672 Website: www.msa.edu.eg

identify any protectable IP, as early as possible, and consult Intellectual Property Management Office (IPMO) before making any Public Disclosure of potential Institution IP.

6.11. Trade Secrets.

6.11.1. The institution may designate certain confidential information as a Trade Secret, owned by the institution. Thus, creators are obliged to maintain such Trade Secret(s) and follow the guidelines provided by IPMO.

6.11.2. Researchers should consider their work/business with October University for Modern Sciences and Arts (MSA) confidential. In terms of this policy, inter alia, every fact, information, solution or data related to the research carried out at October University for Modern Sciences and Arts (MSA), that could damage or endanger lawful financial, economic or market interests of MSA University is a business secret.

6.11.3. When communicating with third parties, researchers should exercise all due diligence regarding confidentiality provisions (As declared in part 7.2).



ARTICLE 7 - RESEARCH CONTRACTS

7.1. Internal sponsorship

7.1.1. Employment contracts or other agreement establishing any type of employment relationship between October University for Modern Sciences and Arts (MSA) and the researcher should include a provision that obliges the researcher to abide by the policy.

7.1.2. Students and/or staff of October University for Modern Sciences and Arts (MSA) are required to sign an agreement to abide by this policy before commencing any research activity.

7.1.3. Postgraduate students enrolled in research or graduate programs are required to sign an agreement to abide by this policy upon registration.

7.1.4. Agreements should ensure that researchers /staff who are not employed by October University for Modern Sciences and Arts (MSA), including visiting researchers and/or lecturers, professors should abide by this policy before commencing any research activity with/at October University for Modern Sciences and Arts (MSA).

7.1.5. Special arrangements may be needed prior assigning tasks to visiting researchers, lecturers and professors. Special requests /arrangements are individually assessed and decided by the IP committee.

7.1.6. Special arrangements might be needed for research activities pursued by a researcher and/or part time staff employed by October University for Modern Sciences and Arts (MSA) as an academic visitor. In order to avoid disputes, the researcher is not permitted to sign a document without the written approval of October University for Modern Sciences and Arts (MSA) because it might affect the Institute's IP Rights. In such case, October University for Modern Sciences and Arts (MSA) will negotiate to reach an agreement with the third party, as described in section 5.

7.1.7. Rights and obligations under this Policy survive any termination of enrolment or employment at October University for Modern Sciences and Arts (MSA).

7.2. External sponsorship, research collaboration with third parties

7.2.1. It is the responsibility of the researcher to ensure, that prior to commencing any research activity in collaboration with any third party, terms and conditions of cooperation are set forth in a written agreement (hereinafter referred to as Research Agreement).

7.2.2. It is the responsibility of a researcher to ensure that agreements with third parties do not conflict with their obligations to October University for Modern Sciences and Arts (MSA) or contradict with terms of this policy. This provisions apply to a private consultancy and other research service agreements established with third parties.

7.2.3. Researchers do not have the right to enter into a research agreement with third parties on behalf of October University for Modern Sciences and Arts (MSA) unless they are authorized by an official representative of October University for Modern Sciences and Arts (MSA) to do so.



7.2.4. Persons acting for, and on behalf of, October University for Modern Sciences and Arts (MSA) exercise all due diligence when negotiating agreements and signing contracts that may affect the IP Rights of MSA University.

7.2.5. In certain cases, the university may enter into research agreements with external sponsors of research and other third parties that are not included in this policy.

7.2.6. It might be appropriate for either cooperating parties to obtain certain IP Rights and/or share the revenue generated from the commercialization of IP Rights.

7.2.7. In the absence of the agreement defined in paragraph 7.2.1., it is the policy of October University for Modern Sciences and Arts (MSA) that IP Rights are distributed among the cooperating parties in the proportion that reflects contributions to the creation of the Intellectual Property.

7.2.8. In order to enable the cooperating parties to establish such proportions defined in paragraph 7.2.6, and to prevent subsequent disputes, it is expedient that the parties maintain regular, well-documented records of the research activities pursued.

7.2.9. The agreement set forth in paragraph 7.2.1. includes inter alia provisions with respect to the following:

7.2.9.1. IP and associated rights already existing at October University for Modern Sciences and Arts (MSA) prior to entering into the agreement.

7.2.9.2. IP and associated IP Rights arising from research activities set out in the agreement, after entering it are as follows:

- (a) Confidentiality requirements
- (b) Terms of public disclosure
- (c) Other relevant provisions

7.2.10. Any confidentiality provision of a research agreement aiming at the delay of public disclosure for the purpose of protection should not affect for longer than 2 months from the time the concerned party is notified of the intent to publish.

7.2.11. Proposed agreements and other legal statements concerning IP Rights of MSA University should be submitted to the IP committee for advice and approval.

7.2.12. The background history of an IP that belongs to MSA University or an external party/sponsor should be documented and declared prior to the commencement of a new research contract. Using this background history requires written permission from The IP Management Office (IPMO).

7.2.13. IP generated, as a result of a research contract, by staff members, students or visitors are owned by the October University for Modern Sciences and Arts (MSA).



ARTICLE 8 - DETERMINATIONS BY THE IP MANAGEMENT OFFICE (IPMO)

8.1. The IP Management Office (IPMO) is established by October University for Modern Sciences and Arts (MSA) to assist the university in managing and commercializing its IPs in a form that will most effectively promote their development and use for economic and social benefits. Intellectual Property Management Office (IPMO) is directly related to Technology Innovation Support Centre (TISC) and Technology Innovation and Commercialization Office (TICO). The Intellectual Property Management Office (IPMO) through the Technology Transfer Office (TTO) and Technology Innovation and Commercialization Office (TICO) is responsible to supervise management of IP and technology transfer according to the university policies. The Technology Innovation and Commercialization Office (TICO) takes necessary actions to protect the university's IP.

8.2. Responsibilities of the IPMO are to;

- Outreach / raise awareness among researchers, staff, creators and inventors at October University for Modern Sciences and Arts (MSA).
- Ensure that IP items in signed agreements and/or MOU with other universities, institutes, research centers and other partners are fulfilled
- Attempt Technology marketing and IP contract management, contract negotiation, IP costs and revenue distribution.
- Advise October University for Modern Sciences and Arts (MSA) President on policy matters related to Intellectual Property and Intellectual Property Rights.
- Propose amendments considered necessary to the Intellectual Property Policy.
- Receive appeals, complaints, and arbitrate internal disputes related to Intellectual Property and the administration of this policy.
- Review and manage all agreements signed by participants in university-funded projects.
- Discuss with the head of the Technology Innovation and Commercialization Office (TICO) and university president, all applications filed by inventors in October University for Modern Sciences and Arts (MSA) community and discusses with the inventor the path and procedures to follow for commercialization or filing of patents.
- Provide guidance to applicants/ inventors for the completion of the documentation needed for filing patents through Technology Innovation Support Centre (TISC).
- Document agreements between the university management and inventors concerning royalties and other financial matters.
- Upon agreement, provide commercialization services to researchers and students for their IP.
- Ensure that creators, inventors and/or researchers in October University for Modern Sciences and Arts (MSA) keep appropriate records of their research in accordance with MSA policy and procedures.
- Ensure that only individuals within October University for Modern Sciences and Arts (MSA) are granted access to records for the performance of their duties.



IP Disclosure. If a researcher, creator and/or inventor identifies a potential IP resulting from his/her Research [or that of his/her team], he/she should disclose such potential IP to Intellectual Property Management Office (IPMO) promptly by means of an IP Disclosure Form.

Complete disclosure. A researcher, research team member, creator and/or inventor should provide to the Intellectual Property Management Office (IPMO) complete and accurate information. The Intellectual Property Management Office (IPMO) may require information in order to sufficiently assess technical and related features and functions, ownership, commercial potential and IP protection measures as relevant. The IP Disclosure will be registered and assigned a reference number. Intellectual Property Management Office (IPMO) will share this reference number with the researcher, research team, creator and/or inventor to signify that the IP Disclosure has been formally received.

If the IP is attributed to more than one creator (excluding enablers), the Intellectual Property Management Office (IPMO) will need to assign proportional creatorship to each of the IP creators.

The creators are required to formally assign any right, title or interest they may have to the October University for Modern Sciences and Arts (MSA) through a contract that specifies the rights that will accrue to the creator(s) and the institution, as well as obligations to assist the institution with the commercialization of that IP.

Intellectual Property Management Office (IPMO) is responsible to inform creators that their inventions/creations are going to receive an in-depth evaluation within 60-90 days after receiving their patentability and commercialization potential. This evaluation includes the assessment of fulfilment of criteria for patentability, namely novelty, inventiveness and utility. Such assessment may reveal that it is too early to obtain patent protection and the IP should be developed further whilst maintaining confidentiality so as not to compromise the novelty requirement. The assessment is concerned to check whether the subject matter is protectable as IP. The assessment is of economic viability or marketability; and determination of any rights of external parties, such as a funder or collaborator. After evaluation, Intellectual Property Management Office (IPMO) will prepare a preliminary report with findings that enable the October University for Modern Sciences and Arts (MSA) to decide if it will proceed with IP protection and Commercialization. Intellectual Property Management Office (IPMO) shall share the preliminary report with the Creator(s) and seek their input.

Intellectual Property Management Office (IPMO) should simply highlight the salient points that indicate whether the IP disclosure should be pursued, put on hold to wait for further information, or not pursued within 60 to 90 days of formal receipt.

Intellectual Property Management Office (IPMO) will also decide in relation to the validity of any claim made by a staff member, a visitor or a student in relation to their rights as creators under this policy.

If the institution does not protect or commercialize the IP, it should notify the relevant creator(s) of its decision in writing and in a timely⁴ manner.

If the creator decides to work on an IP, the institution has to make sure that task is attempted without any delay.

⁴ "Timely" means sufficient to **THE FIRST BRITISH HIGHER EDUCATION IN EGYPT**

Intellectual Property Management Office (IPMO) should provide some guidelines to creators of instances where October University for Modern Sciences and Arts (MSA) does not seek to protect the IP and/or will not seek to commercialize the disclosed IP.

Optional Clause – Disclosure Clause for IP related to Genetic Resources (GRs) and/or traditional knowledge (TK). When potential IP has been developed using GRs and/or TK including know-how, practices, skills, and innovations, the Intellectual Property Management Office (IPMO) [could] require researchers, research team members, creators and/or inventors to disclose relevant information, in accordance with national legislation.

Appeals and Conflicts: All persons to which this IP policy applies including university faculties, staff, researchers and/or students shall have the right to appeal any IP related matters or decisions to the Intellectual Property Management Office (IPMO). Appeals from Intellectual Property Management Office (IPMO) decisions shall be made by the President to take actions.



ARTICLE 9 - COMMERCIALIZATION OF IP

The university encourages commercial development of inventions and technology for public use and benefit. It recognizes that protection of proprietary rights in the form of a patent or copyright are often necessary - particularly with inventions derived from basic research - to encourage a company to risk the investment of its personnel and financial resources to develop the invention. In some cases, an exclusive license may be necessary to provide an incentive for a company to undertake commercial development and production. Non-exclusive licenses allow several companies to exploit an invention.

The research and teaching missions of the university always take precedence over patent considerations. While the university recognizes the benefits of patent development, it is most important that the direction of university research would not be established or unduly influenced by patent considerations or personal financial interests.

The university may make such arrangements for the licensing, sale or other disposition of any Intellectual Property in any country if it reasonably serves the interests of the public, the inventor(s) and the university. When the interests and preferences of the inventor(s) are sent to the Technology Transfer Office (TTO), they will be considered.

The university will notify the inventor(s) of any deals related to their inventions within 30 days. The university will also submit, upon request, annual reports on the utilization of a subject invention by its licensees or assignees as is appropriate and permitted by the terms of the deal. Such reports, at a minimum, shall include information regarding the date of first commercial sale or use, and gross royalties received by the university.

Exclusive licensing agreements will contain a provision to terminate the license or cause the license to return to October University for Modern Sciences and Arts (MSA) if the licensee does not commercialize the Intellectual Property or make the Intellectual Property available to the public within a reasonable period of time.

The university may take, or delegate others to take, such action as the University deems appropriate in order to enforce or defend any rights associated with any intellectual property within the University's control under this Policy, and any such action.

The Technology Transfer Office (TTO) handles the evaluation, marketing, negotiations and licensing of university-owned inventions with commercial potential.

Within 3-6 months of the decision to protect or commercialize the IP, the university will determine, with input from the creators, the most appropriate commercialization strategy.

Creators of IP who are selected for IP protection and Commercialization by the institution should provide Intellectual Property Management Office (IPMO) with all reasonable support in the assessment, protection (including preventing premature disclosure and execution of any documents including deeds of assignment and deeds attesting to creatorship), and commercialization of the IP.

THE FIRST BRITISH HIGHER EDUCATION IN EGYPT

26th July Mehwar Road Intersection with Wahat Road, 6th of October City, Egypt

Tel: +202383711146 Fax: +20238371543 Postal code: 12451

Email: info@msa.eun.eg Hotline: 16672 Website: www.msa.edu.eg





MSA UNIVERSITY جامعة أكتوبر للعلوم الحديثة والآداب

The institution shall have the sole discretion regarding the commercialization of IP that it owns. The institution will ensure that creators are informed and, where appropriate, involved in the commercialization of the IP to which they contributed. The commercialization of an IP will be planned, executed, and monitored by the Intellectual Property Management Office (IPMO).

THE FIRST BRITISH HIGHER EDUCATION IN EGYPT

26th July Mehwar Road Intersection with Wahat Road, 6th of October City, Egypt

Tel: +202383711146 **Fax:** +20238371543 **Postal code:** 12451
Email: info@msa.eun.eg **Hotline:** 16672 **Website:** www.msa.edu.eg



ARTICLE 10 - DISTRIBUTION OF REVENUES, MOTIVATION OF RESEARCHERS

October University for Modern Sciences and Arts (MSA) provides an incentive to inventor(s) by distributing revenue generated from the commercialization of the Intellectual Property.

The expression 'net income' means license fees, royalties and other money received by the institute, from the commercialization of an Intellectual Property, after the deduction of expenses.

The share of the inventor(s) will be managed in a way so that it does not decrease from one category to the next. The share of revenues from 'net income' is as follows:

Net Income (EGP)	Inventors, %	Department	Institute
First 500 K	65	20	15
Second 500 K	50	20	30
Above 1 Million up to 10 Million	20	15	65
Above 10 Million	10	15	75
Above 100 Million	5	15	80

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

In certain cases, the institute reserves its right to negotiate special terms concerning revenue distribution, especially when the income is generated through selling of shares or payment of the dividend of shares. Also, negotiations occur in cases when shares are allocated to the institute by an entity where the Intellectual Property is licensed but which is not a spin-off enterprise.

In cases of establishing a spin-off enterprise, an individual agreement between the institute and the inventor(s) shall be established regarding the share of equity. The conditions of the agreement shall be negotiated according to:

- Contribution of the inventors
- Further development required
- Exploitation beyond the creation of the Intellectual Property
- Funding provided by the Inventor(s), the Institute or any third parties acquiring a share of equity in the new enterprise.

The decision concerning the conditions of a spin-off establishment shall be taken by the Executive President, or the person or committee taking the final decision on behalf of the institute.

In case of the exploitation of trademarks and other indicators, the inventor(s) may benefit from the revenue as set forth in an individual agreement. The technology experts will recommend to the executive president, who decides on such issues on a case-by-case basis.

THE FIRST BRITISH HIGHER EDUCATION IN EGYPT

Intellectual Property Management Office (IPMO) maintains accurate and transparent documentation of IP expenses. It is also entitled to cover all IP expenses.

In cases of uncertainty regarding the creators'/enablers' share of the gross or net IP revenue, the issue should be handled by the Intellectual Property Management Office (IPMO).

Payment to the creators/enablers will be made by the institution on a periodic basis as agreed in writing, but not later than 12 months after receiving gross IP revenue.

The institution may, if obliged by national tax laws, make any applicable tax deductions before making payments to the creators/ enablers.

Creators/enablers and their heirs are entitled to IP revenue shares for as long as the institution receives gross IP Revenues from commercialization of the IP. The entitlement to a creator's/enabler's share from gross or net IP revenue shall survive any resignation/termination of employment.

The institution will actively, through the Intellectual Property Management Office (IPMO), promote and/or facilitate collaborative arrangements with industry partners to secure funding for further research for the creators/enablers.



ARTICLE: 11 - IP PORTFOLIO MAINTENANCE

The Technology Innovation Support Centre (TISC) at October University for Modern Sciences and Arts (MSA) maintains appropriate and detailed records of the institute's Intellectual Property. It monitors deadlines for payment obligations related to the maintenance of protected Intellectual Property and informs the designated person or department.

The Technology Innovation Support Centre (TISC) at October University for Modern Sciences and Arts (MSA) maintains accounting records for each Intellectual Property to ensure that costs are paid in due course and that the revenues from exploitation are accurately distributed.



ARTICLE 12 - TRADITIONAL KNOWLEDGE AND GENETIC RESOURCES

When a research is conducted at October University for Modern Sciences and Arts (MSA) using genetic resources (GRs) and/or traditional knowledge (TK), provisions of national legislation are complied. These provisions may include prior informed consent, access and benefit-sharing, and relevant permits.

October University for Modern Sciences and Arts (MSA) sets up procedures and mechanisms to get access to GRs/TK in order to comply with national legislation.

October University for Modern Sciences and Arts (MSA) adds a provision in research contracts for the protection of any IP related to the use of genetic resources.



ARTICLE 13 - CONFLICT OF INTERESTS AND COMMITMENTS

13.1- Definitions:

Conflict of interests:

It is the conflict that occurs if an employee at the university is involved in any external activity which could negatively affect interests of the university, such as using resources, materials, Intellectual Property of the university to gain personal profits without getting the university approval.

Conflict of commitments:

A conflict of commitments or obligations occurs when the employee at the university participates in any external activity, paid or unpaid, which may negatively affect his/her commitment to the university. Attempts to balance commitments towards the university and external activities may produce new intellectual property - such as consultancies, research project, governmental services, public services, and charity work.

13.2- Commitments to the university

Staff members in the university are expected to be committed to spend their time in teaching, research activities, and the development of academic programs according to required tasks and job descriptions.

13.3- External activities and financial interests

All staff members in the university should be aware that their responsibilities outside the university, including private consultancies, and research services do not conflict with their obligations inside the institute. Each researcher should determine his/her obligations and duties towards the university.

Full time researchers should notify the university, represented in the Technology Innovation and Commercialization Office (TICO), if s/he works in a research project with an external entity (paid or unpaid) especially if it conflicts with his/her commitment towards the university.

The name of the university should not be used with any external activity without the approval of the university president.

13.4- Confidentiality:

Staff members must keep the confidentiality of business projects of the university. According to this policy, among other things, information and data that belong to the university, such as researches, graduation projects sources, facts, solutions, or data related to research conducted in the university should not be known by unauthorized person. This may negatively affect the university or may put financial or economic legitimacy or market interests of the university at risk. Accordingly, researchers should maintain confidentiality when dealing or communicating with third parties.

ARTICLE 14 - DISPUTE

14.1-Violation of the policy:

The Technology Innovation and Commercialization Office (TICO) office is responsible for reporting cases of violation of this policy to the university president.

14.2-Dispute Resolution:

Disputes must be handled by the university office for legal affairs. The decision should be reached within two weeks from the date the complaint is submitted. If the issue is not resolved, it could be escalated to courts.



ARTICLE 15 - AMENDMENT

The Technology Innovation and Commercialization Office (TICO) at MSA University is the only entity responsible for attempting modifications of this policy, if required.

Any modifications should be attempted after the approval of the university president.

Every version of the policy should be dealt with as a separate version. Updated versions should be indexed and the version number should be mentioned.

IP disclosed on or *after* the effective date of an updated version might be administered by the amended policy.

IP disclosed *prior* to the effective date of an amended version shall be governed by the policy prior to its amendment. Provisions of the policy (after amendment) apply to IP licensed or commercialized on or after the effective date of amendment, regardless of the date of the disclosure of the IP.

[End of document]

