

 جامعة الإمارات العربية المتحدة United Arab Emirates University 	Research and Sponsored Projects Policies Manual	Policy Number	RA-07
		Effective Date	12-Aug-2018
	Subject Intellectual Property	Most Recent Review Date	15-Apr-2018
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7. Intellectual Property

Overview

Defines the ownership and use of Intellectual Property at and by United Arab Emirates University.

Scope

Applies to all faculty, staff, any other person employed by UAEU, all persons receiving funding administered by the University or receiving other compensation from the University, and all enrolled students regardless of funding or employment status.

Objective

The University encourages innovative work and supports Inventors to capture the social and financial benefits of their inventions. This Policy provides protection to Inventors and offers them legal protection of Intellectual Property while ensuring equitable returns to the University in support of its mission.

Definitions of Terms

1. **Inventor:** “Inventor or Inventors” means the individual or group of individuals who individually or jointly with others invented, authored, or were otherwise responsible for the creation of the Intellectual Property.
2. **Intellectual Property:** “Intellectual Property” means any invention, discovery, improvement, copyrightable work, integrated circuit mask work, trademark, trade secret, and licensable know-how and related rights. Intellectual property includes, but is not limited to, individual or multimedia works of art, records of confidential information generated or maintained by the University, data, texts, instructional materials, tests, bibliographies, research findings, organisms, cells, viruses, DNA sequences, other biological materials, probes, crystallographic coordinates, plant genes, chemical compounds, and theses. Intellectual property may exist in a written or electronic form, may be raw or derived, and may be in the form of text, multimedia, computer programs, spreadsheets, formatted fields in records or forms within files, databases, graphics, digital images, video and audio recordings, live video or audio broadcasts, performances, two- or three-dimensional works of art, musical compositions, executions of processes, film, film strips, slides, charts, transparencies, other visual/aural aids or CD-ROMS.
3. **Gross Income:** “Gross Income” means the total monetary payments the University receives as a result of transferring rights in the Intellectual Property to a third party.
4. **Net Income:** “Net Income” means monetary payments received as a result of transferring rights in the Intellectual Property to a third party, after the University’s expenditures (including legal fees) directly attributable to protecting, developing, maintaining, and transferring that Intellectual Property, have been deducted from the Gross Income.
5. **Instructional Work Product:** “Instructional work product” means a copyrightable work product that constitutes, or is intended to disseminate the results of, instructional materials for use in conjunction with courses. Instructional work product includes class materials, class notes, theses and dissertations of UAEU students, course materials designed for the

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web and e-learning materials. Software specifically needed to support a regular instructional work product or that is designed to disseminate the results of an instructional work product is also considered an instructional work product.

6. **Research, Scholarly and Creative Activity Work Product:** “Research, scholarly and creative activity work product” means a copyrightable work product that is an artistic creation or that constitutes, or is intended to disseminate the results of, academic research or scholarly study as distinct from instructional work product. These work products include books, theses and dissertations of UAEU employees, articles, poems, musical works, dramatic works, pantomimes and choreographic works, pictorial, graphic and sculptural works or other works of artistic imagination.
7. **Employee:** “Employee” means a person employed or otherwise compensated by the University, including faculty members, staff members, and students. In general, students are not employed by the University, but those being compensated for their research activities are treated as employees for the purposes of this policy.
8. **Specially Commissioned Work:** “Specially commissioned work” means a work specially ordered or commissioned in a written agreement signed by the University and the Inventor.

Policy

This policy sets forth the rules applying to ownership, distribution, and commercial rights to intellectual property developed by the UAEU Community. While the primary functions of the University are education, research including creation and dissemination of knowledge, and service, the UAEU recognizes Intellectual Property of commercial value serve the public interest best when they reach the private sector under appropriate licensing agreements and are protected by patents and other means, as applicable.

1. Governance

The APR on behalf of the University shall have the responsibility to:

- a) Provide oversight of Intellectual Property management and technology transfer;
- b) Implement policies and procedures for the exploitation of Intellectual Property created by UAEU Inventors, and establish procedures for patenting and licensing of Intellectual Property;
- c) Promote effective distribution and marketing of Intellectual Property;
- d) Take or initiate measures to protect the University’s Intellectual Property, and
- e) Inform individuals covered by this Policy about its provisions.

2. Responsibilities of Concerned Individuals

Employees, students, and all persons receiving funding administered by the University or receiving other compensation from the University, regardless of funding or employment status, have a responsibility to:

- a) Adhere to the principles embodied in this Policy.
- b) Sign, when so requested by the University, the University’s Intellectual Property Policy Acknowledgment.
- c) Create, retain, and use Intellectual Property according to applicable UAE and international laws, and University Policies.

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- d) Disclose promptly in writing any and all Intellectual Property (whether or not patentable) pursuant to this Policy and regardless of the funding source of the research leading to such Intellectual Property, and assign title to such Intellectual Property to the University or its designee.
- e) Cooperate with the University in securing and protecting the University's Intellectual Property, including cooperation in obtaining and maintaining patent, copyright, or other suitable protection for such Intellectual Property and in legal actions taken in response to infringement.

3. Compliance

Failure to comply with the provisions of this Policy may result in disciplinary action of an Employee and all persons receiving funding administered by the University or receiving other compensation from the University in accordance with applicable University Policies and Procedures.

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Procedures of Policy No. (7) - Intellectual Property

1. University Ownership

- a) Any Intellectual Property (whether or not patentable) made during research conducted under UAEU auspices will require a written disclosure of the Intellectual Property to UAEU. In the written disclosure, the Inventor must commit to cooperate in the preparation of any patent applications disclosed during their term of employment at the UAEU or during any period in which the Inventor is receiving funding administered by the University or receiving other compensation from the University.
- b) The University shall be the sole owner of all Intellectual Property created through the use of University resources or facilities supported directly or indirectly by funds administered by the University, developed within the scope of employment by Employees, agreed in writing to be a specially commissioned work, or assigned in writing to the University. Scholarly articles produced as a result of University activity shall be freely available for the use of all UAEU Employees and students not included within the definition of Employee.
- c) The University requires students to formally assign ownership of Intellectual Property to the University. In this case, the University undertakes to treat the student in the same way as a University Employee, for the purposes of sharing any revenue arising from the commercial exploitation of that Intellectual Property, according to the Policies and Procedures set out here.

2. Exceptions to University Ownership

- a) **Instructional Work Product:** The Inventor and the University jointly own an instructional work product. This subdivision does not apply to an instructional work product that is assigned in writing to the University or specifically ordered or commissioned and designated in writing by the Inventor and the University as a specially commissioned work.
- b) **Course Requirement:** The Inventor and the University jointly own Intellectual Property created for the purpose of satisfying a course requirement. This subdivision does not apply to an academic work product that is assigned in writing to the University or specifically ordered or commissioned and designated in writing by the Inventor and University as a specially commissioned work.
- c) **Research, Scholarly and Creative Activity Work Products:** Work products resulting from research, scholarly and creative activity that are created outside of duties at UAEU may be owned by the Inventor provided that the Inventor documents such outside-of-duty activities and submits them to the RSPO at the time of disclosure of invention for approval by the APR. This exception does not apply if the work leading to the invention involved University resources or was developed under contractual agreements that provide otherwise. Research and scholarly articles produced as a result of University activity shall be freely available for the use of all UAEU Employees and students not included within the definition of Employee.

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- d) **Pre-Existing Rights:** If the Intellectual Property is a derivative of, or otherwise uses, pre-existing University-owned Intellectual Property, the exceptions specified here shall not prevent the University from asserting its pre-existing rights.
- e) **Contractual Agreements:** For Intellectual Property created in the course of or pursuant to sponsored research, external sales, industrial affiliation programs, or other contractual arrangements with external (non-University) parties (“External Contractors”), unless otherwise agreed upon in a specific written agreement between the University and External Contractors, the ownership of the Intellectual Property should be determined as follows:
- (i) If the Intellectual Property has been created by the University only without any contribution whatsoever by External Contractors, the University will be the sole and exclusive owner of the Intellectual Property worldwide.
 - (ii) If both University and External Contractors have contributed jointly to the creation of the Intellectual Property, the Intellectual Property will be co-owned by both the University and the External Contractors on an equal basis.
 - (iii) If the Intellectual Property has been created by External Contractors only without any contribution whatsoever by the University, the External Contractors will be the sole and exclusive owners of the Intellectual Property worldwide.
- f) **Outside Consulting Activities:** For Intellectual Property created in the course of or pursuant to activities that fall within outside consulting or within the course of student projects, service activities, and other work, ownership will be determined in accordance with the terms of any agreement governing Intellectual Property developed pursuant to such activities.

3. Use of Intellectual Property

- a) **Rights to Publish:** Nothing in this Policy shall be construed as affecting the rights of an Inventor to publish, except that the Inventor must agree to observe up to a six-month period of delay in publication or external dissemination from the time of disclosure of such Intellectual Property if the University so requests to permit the University to secure protection for Intellectual Property disclosed to it by the Inventor.
- b) **Use of Teaching Materials:** In order to facilitate the development of teaching materials and support collaborative teaching, and notwithstanding the ownership rights otherwise granted by this Policy, individuals who develop or otherwise contribute teaching materials used in University courses thereby grant a no-cost, non-exclusive, non-transferable license to the University to permit other contributors to use and further develop those materials in University courses. In the instance where the contribution was created prior to the commencement of employment for which the individual asserts ownership, the University thereby is granted a non-exclusive, non-transferable license to use and further develop those materials in University courses, whenever allowed by applicable laws. Alternatively, an individual may enter into an agreement with the University before making the contribution available in a University course.

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4. Distribution of Income

Unless otherwise agreed in writing by the University and Inventor, in the event that the University receives Net Income from Intellectual Property that is derived in the course of employment or during which time the Inventor is receiving funding administered by the University or receiving other compensation from the University, and that is not agreed in writing to be a specially commissioned work, the first AED 5,000 Net Income will be distributed to the Inventor(s), and any Net Income above AED 5,000 will be divided as follows:

- a) 50% to the Inventor(s)
- b) 30% to the APR Office to support research and scholarly activities at the University;
- c) 5% to the Inventor(s)' College(s), if applicable
- d) 15% (or 20% if "c" is not applicable) to the Inventor(s)' Department(s) or equivalent unit(s).

5. Other Intellectual Property

If the University receives income from Intellectual Property disclosed to and licensed or otherwise transferred by the APR Office and not covered above, it is at the discretion of the APR, in consultation with the Inventor(s)' administrative supervisor(s), to share a portion of the Net Income with the Inventor(s) in the form of a bonus, temporary salary supplement or cash distribution.

6. Evaluation and Protection of Intellectual Property

- a) **Responsibility:** The APR Office is responsible for administering the University's rights and obligations, evaluating the commercial potential of Intellectual Property, obtaining and maintaining the necessary legal protection, and taking the required actions to maximize the benefits of any Intellectual Property to the public, the Inventor(s), the University and its members. The APR Office will also advise the Inventor(s) and the University Community on the process and best practices for protecting and commercializing Intellectual Property.
- b) **Disclosure:** Individuals subject to the Intellectual Property Policy are required to promptly disclose to the APR Office all Intellectual Property in which the University has an ownership interest under the provisions of the Intellectual Property Policy, or for which disclosure is required by contract or law. Prompt disclosure is especially important for Intellectual Property conceived and/or made with external funding so that the University may meet its legal obligations under such funding agreements. Questions about whether an idea or discovery constitutes Intellectual Property can be complex. Any publication or verbal disclosure that describes patentable Intellectual Property prior to filing for patent protection may entirely preclude patenting. In recognition of this complexity, individuals covered by Intellectual Property Policy are encouraged to disclose as soon as possible after the conception of the Intellectual Property or to seek guidance from a technology-licensing professional at the APR Office as soon as questions arise. Disclosure shall be made on a form prescribed by and available from the APR Office, shall include a full and complete description of the discovery or development, and shall identify all contributing participants. Disclosure will initiate the evaluation process by the APR Office.

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- c) **Disclosure Evaluation Process:** Upon receipt of a completed disclosure form, the APR Office will conduct a review of the disclosure to determine the rights and obligations of all parties concerned and the commercial significance of the discovery, and will evaluate patentability issues. The first step in this process is typically a meeting with the Inventor(s) to better understand the disclosure's scientific and commercial merit and then devise strategies for protection, development and commercialization. It is the obligation of the Inventor(s) to make available to the APR Office additional information as needed in all stages of this process. The APR Office will inform the Inventor(s) of the outcome of its review regarding rights and obligations as soon as practical, but no later than 90 calendar days from receipt of a complete disclosure of Intellectual Property.
- d) **Assignment of Rights:** All persons subject to the Intellectual Property Policy shall, upon request by the APR Office, sign an assignment agreement in a form prescribed by and available from APR Office, to set forth clearly the ownership and rights to Intellectual Property (RSPO Form 2013-4).
- e) **Protection of Intellectual Property:**
- (i) The University will not generally seek protection for Intellectual Property that the APR Office determines is not commercially attractive even if the Intellectual Property has intellectual merit, unless such action is requested by an external sponsor, in which case the sponsor shall pay all related costs associated with protecting and maintaining the Intellectual Property. The APR Office shall notify Inventor(s) and their relevant College, Department and/or other Unit of the decision made by the APR Office.
 - (ii) The APR Office will fund costs associated with the protection and maintenance of selected Intellectual Property owned by the University.

7. Commercial Development of Intellectual Property

- a) **Inventor Assistance:** To ensure successful commercialization, the APR Office, University Units and the Inventor(s) will work in consultation with one another.
- b) **Licensing of Intellectual Property to Third Parties:** Licensing Intellectual Property to third parties will be used as the primary vehicle for technology transfer. In the case of exclusive licensing, the third party will be given the necessary rights to justify a significant investment of the third party's time and resources in the commercial development of the Intellectual Property. Given the breadth of research taking place within the University, and the diversity of the Intellectual Property created, each license agreement is unique to the Intellectual Property being licensed. However, there is a need to ensure consistency with legal principles in each agreement.
- The APR Office shall develop a model license agreement for licensing the University's Intellectual Property, which shall include, as a minimum, the guidelines set forth below. The model agreement shall be submitted to all potential licensees for the University's Intellectual Property. Individuals involved in the negotiation of license agreements shall aim to implement the significant aspects of the model agreement for all licenses of the University's Intellectual Property under the administration of the APR Office. The APR Office must approve any exceptions to the model agreement.

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- c) **Licensing Guidelines:** The following guidelines are applicable to license agreements with third parties including those formed primarily for the purpose of developing and/or commercializing University-owned Intellectual Property:
- (i) If an entity is granted the exclusive rights with respect to the Intellectual Property, the agreement will provide for such rights to revert to non-exclusive or back to the University in their entirety in the event the entity fails to develop and commercialize the Intellectual Property within a period of time that is appropriate to the particular circumstances as determined by the APR Office, and that is specified as milestones in the license agreement.
 - (ii) An entity that is granted exclusive rights to develop or commercialize Intellectual Property that is patentable will be required to reimburse the University for all external expenses incurred by the University in obtaining and maintaining patent protection up to the date of the license agreement. The licensee will be required to bear the expense of prosecuting, obtaining and maintaining patent protection in countries agreed to in the license agreement for the benefit of the University while the license agreement is in effect. In any event, the licensee will be given the right to take all actions necessary, including litigation, to protect and preserve such patented rights from infringement.
 - (iii) An entity that is granted non-exclusive rights to develop or commercialize Intellectual Property that is patentable will be required to reimburse the University for some external expenses incurred by the University in obtaining and maintaining patent protection up to the date of the license agreement. The extent of this reimbursement will be negotiated between the APR Office and the licensee on a case-by-case basis. Likewise, the degree to which the licensee will be required to bear the expense of prosecuting, obtaining and maintaining patent protection in countries agreed to in the license agreement for the benefit of the University while the license agreement is in effect will also be negotiated between the APR Office and the licensee on a case-by-case basis.
 - (iv) The University, the Units, and their Employees will be protected and indemnified from all liability arising from the development, marketing, or use of the particular Intellectual Property.
 - (v) The APR Office will make best efforts to ensure, in a way that is consistent with the University's academic and research missions, that the licensing process does not restrict publication rights of the Inventor.
 - (vi) An entity that grants a license or sublicense to another entity for property or technology that is in whole or part derived from or based on that which is licensed to the entity by the University, will be required to share with the University a minimum of 50% of any royalty received by the entity and 50% of any equity position to which the entity may be entitled.
- d) **Licensing of University-owned Intellectual Property to Inventors:** Individuals subject to the Intellectual Property Policy may also request and be granted a license to commercially develop University-owned Intellectual Property that they conceived, wherever such licensing would best achieve the transfer of technology, is consistent with University obligations to third parties, does not involve a conflict of interest, and follows the licensing guidelines set forth above. The decision on such requests is made by the APR Office.

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- e) **Waiver or Release of University Rights:** Subject to any national research regulations or sponsored research agreements and with appropriate approval from the sponsor, the APR Office may waive or release the University's rights to specified Intellectual Property for or to the Inventor(s), clearing the way for the Inventor(s) to seek ownership. An Inventor(s) may request a waiver or release of University rights in writing to the APR Office, through the Inventor's or Inventors' College Dean(s), or the Dean(s)' designee. The following provisions will apply to any waiver or release of University rights:
- (i) The University shall retain a perpetual, royalty-free license to use the Intellectual Property and any corresponding patents, copyrights, service marks or trademarks for research, education and service purposes.
 - (ii) Inventor(s) will reimburse University for all out-of-pocket legal expenses and external fees incurred by the University if and when the Inventor(s) receive income from the Intellectual Property that is equal to or greater than such expenses and fees.
 - (iii) In the case of significant use of University resources, the University shall receive a share, to be negotiated at the time of waiver or release of University rights, of proceeds generated from commercialization of the Intellectual Property after the Inventor recovers documented out-of-pocket costs for obtaining and maintaining legal protection for the Intellectual Property. If there was not a significant use of University resources, no such share of proceeds shall be sought. The Inventor(s)' Department Chair(s) and Dean(s), or designee will determine questions regarding use of resources.
 - (iv) In the case of a waiver or release of University rights to the Inventor, the Inventor will not receive a share of the proceeds received by the University in consideration of the waiver or release of the University's rights.
 - (v) Inventor(s) receiving a waiver of University rights will review potential conflicts of interest with their Department Chair(s).
 - (vi) Inventor(s) will agree to limitations on the University's liability and indemnity provisions as the University may request.
 - (vii) The University will have the right to review any subsequent license or sublicense agreements prior to execution by the Inventor(s) to ensure that the University's rights under the waiver or release are preserved.
- f) **Tangible Research Property:** Commercial distribution of University-owned tangible research property will be managed by the APR Office, with distribution of income made in accordance with the Intellectual Property Policy.
- g) **Distribution of Royalties, Fees, and Sale of Proceeds from Licensing:** Royalties, license fees and sale proceeds (Gross Income) received by the University from the licensing or sale of Intellectual Property will be distributed by the APR Office at the end of each quarter in which they were collected as detailed below.
- (i) Deduct from Gross Income the cost of obtaining and maintaining legal protection for the Intellectual Property (when such costs are not already paid in full by another source at the time of distribution), and likewise payments to any third parties, to determine Net Income.
 - (ii) Distribute fifty percent (50%) of Net Income to the Inventor(s) as personal income.

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- (iii) Distribute thirty percent (30%) of Net Income to the APR Office. This deduction is directed toward covering the administrative costs associated with evaluating, protecting, marketing and managing Intellectual Property.
- (iv) Distribute fifteen percent (15%) of Net Income to the Inventor's Department or other academic unit that supported the research leading to the disclosure.
- (v) Distribute five percent (5%) of net income to the Inventor's College or equivalent academic unit that supported the research leading to the disclosure.
- h) **Equity as a Consideration in Licensing:** The APR Office may negotiate an equity interest in lieu of or in addition to royalty and/or other monetary consideration as a part of an agreement relating to rights in Intellectual Property owned by the University. The University is not restricted in the percentage of equity it may take in a company as a part of an agreement relating to rights in Intellectual Property owned by the University. The distribution of shares from equity received as consideration for a license agreement will be distributed in the same manner as royalties and license fees described in g)(ii)-(v). The University will distribute Inventor(s) shares under the same terms that restrict the University's ability to sell, distribute or otherwise deal with the equity interest. Should Inventor(s) elect not to have their shares distributed but controlled by the University, the University shall control the disposition of equity at its sole discretion, and any dividends derived from the equity interest shall be distributed according to section g (ii) to (v).