



Policies & Procedures Manual

Sir Syed University of Engineering & Technology

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Policy Statement

It is the policy of SSUET to establish a quality management system that meets the quality standards expected by its stakeholders. To achieve this, SSUET management is committed to continue the improvement in all areas of activities.

	Name	Designation	Date
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Reviewed by:	Sir Syed University Research Committee		19-02-2021

SSUET Intellectual Property Rights Policy

1. Preamble

This document provides guidance to Faculty, Staff and Students associated to Sir Syed University of Engineering Technology regarding commercialization, distribution, and ownership of a technology developed by them. The Intellectual Property (IP) Rights secure the invention before the inventor markets it. The IP is generally protected as derived from legislation in form of patent, copy right and trade mark. Once an invention is created, the IP enables the inventor to earn recognition and financial profit. No IP Policy was previously available at SSUET.

2. Introduction

The newly developed policy provides rules for the ownership of technology developed by those associated to SSUET. In order to ensure that all legal aspects are fully incorporated in the policy, the policy was reviewed and vetted by the Legal Advisor of SSUET. Further, the newly developed guidelines provided in section 14 of this policy which contains the information that could assist the concerned faculty or students to submit an IP to Intellectual Property Organization of Pakistan.

3. Ownership Contract Agreement

The rights for the inventions and the ownership of the technology in the form of tangible research, computer codes, academic work / publication and materials created by those associated to SSUET faculty, staff, students, visiting Researchers and others involved with SSUET programs will be governed as under:

OWNED by SSUET: The copyright ownership and patent rights of any technology in the form of tangible research, computer codes, academic work / publication and materials created by those associated to SSUET faculty, staff, students, visiting Researchers and others involved with SSUET programs will be possessed/owned exclusively by SSUET in the following cases:

- a. The IP was generated as an outcome of the research agreement with the University or any of its affiliated units.
- b. The IP was created using substantial institutional resources/assets.
- c. The IP was created by academic staff in the course of their employment.
- d. The IP was developed by a person or group of persons, in part or whole, if they are the student(s) of the University.

4. Disclosure

The University authorities must be informed when an IP is created under any of the cases mentioned above in provisions 3(a) till (d). A filled invention disclosure (refer APPENDIX-A) form must be used to notify the Director, Office of Research, Innovation and Commercialization (ORIC) within 20-25 days of knowledge about such an invention. The inventors would be restricted to dispose off such an invention unless the concerned authority notify them in writing.

5. Ownership Rights

Once the patent is filed, the decision on taking title of the invention will be made by the University. A patent application is to be submitted to the concerned government organization, namely Intellectual Property Office (IPO) of Pakistan within one year of conception through the assistance of ORIC. The University does not allow its faculty, staff and students to assign the ownership of their invention to any third party. Exception to this clause will be assessed on a case to case basis and permission may be obtained by the concerned authority in writing.

6. Ownership Rules for Employees

- a. IP developed by those associated to SSUET becomes the property of the University. In this case, the inventor would be “the staff or faculty” and the “patent assignee” would be the University itself.
- b. At the time of joining the University, the faculty/staff has to provide an acceptable evidence if any IP has been filed/patented prior to joining. If ensured, the IP can claim as the sole property of the inventor.

7. Ownership Rules for Student(S)

- a. No copyrighted work may be copied, published, disseminated, displayed, performed, or played without the permission of the copyright holder except in accordance with fair use or licensed agreement.
- b. The copyrights to thesis can be owned by a student. However, the University reserve the right to print, publish and reproduce the copies of the thesis in all languages without further consent from such student(s).

8. Ownership Rules for Individuals Other Than Employees

The IP created by individuals having an honorary association to the University, i.e., visiting faculty are required to assign the IP rights to the University during the course of their honorary activities. For revenue sharing, the honorary staff will be treated as the University employees. The ownership rights and the use of an IP generated by a visiting faculty associated with an industrial organization whilst at SSUET, will be negotiated so that the royalty and the use of IP could be shared, accordingly. If an individual lies under such category than he/she is required to contact the Director, ORIC for the advice at the earliest.

9. Industry-Academia Research and Development Collaborations

If an IP is created through collaboration between the Industry and the Academia, then the resulting IP will be owned by the University and a non-exclusive license will be granted to the Industry for the IP use for a specified time period (to be decided through Industry-Academia mutual concern/agreement). Alternatively, the collaboration agreement could allow the industry to buy the IP outright from the University by allowing the University to use it for the purpose of academic research and teaching.

10. Joint Ownership Between Two Academic Institutes

In case, if an IP is created through collaboration of two academic institutes then term and conditions for the jointly-created invention should be clearly stated in the joint IP ownership agreement so that the proprietary shares of an asset developed through collaboration could be equally owned.

The joint IP ownership agreement should consist of the following.

1. Participants' identification – Parties.
2. Contract Object.
3. Shares highlighting that either it will split equally or shared based on the proportion of contribution made by the joint owners.
4. Management of IP.
5. Protection rights.
6. Conditions for the use of IP for further research.
7. Licensing.
8. Terms for sharing transfer to the third party.
9. Supplementary clauses, if required.

11. Licensing

The University may hold joint ownership of certain IPs to the third party if such assignments are in the sole interest of the University. Under certain circumstances, a confirmatory license or paid up right to practice may be provided to a third party or government organization by the University.

12. Benefits Distribution

A particular portion of revenue may be shared to the inventors and co-inventors by the University from any commercial activity or licensing of the invention that has been copy righted, patented or trade marked as highlighted in the associated policies.

13. CONFLICT OF INTEREST

The resolution of a dispute if arises between two applications, then the conflicted application will be sent to the IP dispute resolution board at SSUET. Any other disputes regarding ownership of IP or any other direct or incidental matter under this Policy may be sent for resolution to the IP dispute resolution board at SSUET.

14. SSUET Guidelines for Intellectual Property Submission

These guidelines contain the information that could assist those associated to SSUET for submitting an IP to the concerned department by following the below simple steps as defined by law:

1. The University authorities must be notified when an IP is developed by the faculty or students through utilizing University assets. A filled invention disclosure form must be used to notify the Director, ORIC within 20-25 days of knowledge about such an invention. SSUET Invention Disclosure Form will be used for the purpose (Refer Appendix – A).

2. Once approved by the ORIC/Chair Innovation Committee, the inventors are required to submit the “P-27 form - Request for Search form” (Refer Appendix – B) to the ORIC. The ORIC will then submit this form to the Intellectual Property Office (IPO) – Pakistan for conducting the search. The purpose of submitting the search is to ensure that either the proposed IP has been claimed or not. The IPO office usually provide the report in 30 days’ time. A fee of Pkr. 1500/- (may vary) will be charged by the IPO office for conducting the initial search.
3. Based on the search results, if the proposed innovation is found novel for IP submission, then an application for patent when the true and first inventor is NOT a party to the application is required (refer form P-1A, Appendix - C). Together with this form either a “Provisional Specification form” (refer form P-3, Appendix – D) or the “Completion Specification form” (refer form P-3A, Appendix - E) can be filled and submitted to the ORIC, SSUET for submission to the IPO office.
4. The provisional specification form “form P-3” is used for securing the idea of the IP. This form is usually submitted when the results are incomplete/not available. However, it is necessary to submit the complete specifications “form P-3A” within a year from the time of provisional specification form submission. Failure to do so would nullify the application submission.
5. In case of provisional specification, the filing fee is Pkr. 2025/- (may vary), whereas for the complete specification form the filing fee is Pkr. 6750/- (may vary). The highlighted fee structure is acceptable for the specification having 40 pages and 20 claims. If the specification exceeds 40 pages and claims are more than 20 then an additional filing fee of Pkr. 90/- (may vary) for each additional page and Pkr. 225/ (may vary) for an additional claim would be paid.
6. The filing fees (non-refundable) are applicable in the form of demand draft or pay order from any bank in favor of Director General, IPO Pakistan.
7. SSUET will bear all the charges for submitting these forms to the Intellectual Property Office, Pakistan.

15. References

The following links were used to prepare the guidelines on the IP policy of SSUET.

[1] www.nust.edu.pk

[2] www.ocpatentlawyer.com

[3] www.uspto.gov

[4] www.epo.org

[5] www.wipo.int

[6] www.ipa.gov.pk

[7] www.in-part.com “A Guide to IP Creation, Exchange and Ownership in University Industry Collaborations”.

[8] www.upcounsel.com “Joint Ownership of Intellectual Property: Everything You Need to Know”

[9] www.iprhelpdesk.eu “What is the content to be considered in a joint ownership agreement?”