



**KING FAHD UNIVERSITY OF PETROLEUM & MINERALS**

## **KFUPM INTELLECTUAL PROPERTY POLICY**

**(Updated on September 19, 2017)**

***Innovation & Industrial Relations - KFUPM***

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## **PREAMBLE**

This guide for intellectual property (IP) provides a framework for IP identification, protection and management. The guide reflects the University vision: a modern higher education institution should have policies on intellectual property ownership that are clearly specified and consistently followed.

The guide lists University's general IP policies and codes of practice for intellectual property protection as well as IP licensing. It includes necessary University legal documents for disclosing novel concepts generated from University research, documents for initiating and filing patent applications, in addition to template agreements for negotiating IP licensing.

The guide describes the University philosophy about engagements with external parties. It provides general framework for joint R&D agreements and includes a template for negotiating collaborative agreements.

## **SECTION 1: UNIVERSITY INTELLECTUAL PROPERTY (IP) POLICY**

The material set forth in this document covers the ownership, distribution, and commercialization of technology developed by KFUPM faculty, researchers, students, and others participating in KFUPM programs. The legal rights governing the ownership and disposition of technology are commonly known as “IP rights”. Distribution and commercialization of technology may be accomplished by the transfer or licensing of the IP rights, such as patents, copyrights, trade secrets, and other knowledge or know-how.

### *1.1. Who manages IPs owned by the University?*

The Innovation and Industrial Relations (IIR) has responsibility for all matters related to IP at KFUPM. This includes obtaining and licensing results from research and development activities at KFUPM as well as for all copyrights or copyrightable materials, and intangibles including computer software, and other IPs.

The main objectives of IIR include analysis of inventions for potential licensing and supporting technology entrepreneurship activities. It is University policy to retain ownership of IP developed from research utilizing funds or facilities administered by KFUPM. The application of IP for public benefit that arises out of investigations is most effectively developed commercially where the IP is legally protected, usually by a patent, but also by copyright or protected trade secrets. The University, as owner of the IP, encourages commercial development by licensing the IP to industrial companies or start-up companies. Licensees are required to develop products from the licensed IPs. The income from licensing, if accrued, is shared between inventors or IP developers, and the University, under terms specified in corresponding licensing agreement and according to KFUPM policy.

## 1.2. *KFUPM's general policies with respect to IP*

- After it is determined that the University owns IP rights in an invention, the inventors or IP developer at the University (including employees, students and other individuals associated with the University) must assign their ownership to the University. An inventor is a legally defined term according to international patent protocol and that person will be named on the patent application. A developer is considered by KFUPM to be an individual who has made a significant contribution to the creation of non-patent IP (e.g. software, copyright, design rights etc.).
- The IIR should be fully advised of potential IP at least 15 Days before the submission of a publication through the University's internal disclosure process.
- The Policy requires all employees, users of University research facilities, and those receiving research grants or contract funds to assign all their rights in all IPs, including inventions and patents, to the University.
- The Policy requires the responsible individuals to provide such data and take certain actions as are necessary to satisfy the policies and objectives of the University.
- All persons employed by the University and non-employees who use University funds or research facilities, or who work on research, must sign an IP Agreement (see appendix VII and VIII) before such use or work commences, or as requested thereafter by the IIR.

- When there is no use of University facilities, exemptions to assigning the IP rights may be authorized by the IIR for personnel who are not otherwise compensated by the University.
- The IP Policy requires full disclosure of all potential IPs (patents, copyrights, trade secrets, etc.) whether or not the potential IP was developed as a part of, or outside of, any University duties or use of University facilities.
- After disclosure, the interests of the University in seeking assignment of patent rights for filing of patent applications or the legal measures to protect the IP rights of the University will be assessed by the IIR.
- If the University does not want to pursue the IP protection for an invention, the University's interests, if any, shall be released to the inventor or IP developer subject to a royalty free license to the University, assuming there are no adverse third party rights.

### 1.3. *Who owns the IP at KFUPM?*

The IP of which ownership is intended to be claimed under this policy comprises:

- a. works generated by computer hardware or software owned or operated by the University;
- b. works created with the aid of University facilities described in Section 1.3;
- c. patentable and non-patentable inventions;
- d. registered and unregistered designs, plant varieties, and topographies;
- e. University-commissioned works not within (a), (b), (c), or (d); ('Commissioned works' are works which the University has specifically

- employed or requested the person concerned to produce, whether in return for special payment or not)
- f. databases, computer software, firmware, courseware, and related material not within (a), (b), (c), (d), or (e), but only if they may reasonably be considered to possess commercial potential; and
  - g. know-how and information associated with the above.

KFUPM owns all rights, title and interest in and to IP made or created by KFUPM employees or students based upon several factors including:

- i. Type of research: Basic/applied or contract /or collaborative;
- ii. Source of funds: Externally funded, internally funded, or by the sponsor in a Contract/Collaborative research. Ownership of IP developed in the course of, or pursuant to, a research project or other agreement will be determined according to the terms of such agreement;
- iii. Level of funding: For commercial sponsors, rights granted to IP arising during a project commonly correspond to the level of funding provided.
  - When the sponsor pays all direct and indirect costs (including an appropriate share of any faculty salary and benefits) for the research to be undertaken, the sponsor may be granted a time limited right of first refusal to a royalty bearing exclusive or nonexclusive license. The right to sublicense typically may be granted under exclusive license only.
  - When the research sponsor/collaborator pays less than all direct and indirect costs in the form of money, expendable materials or supplies, or other substantial assistance, the sponsor typically may be granted a time limited right of refusal to a royalty bearing non-exclusive license.

- When the sponsor pays only salary or stipend in support of a fellowship or research assistantship for an individual, the sponsor shall have a time limited first right to negotiate a royalty bearing license.
- iv. Research Collaboration Scope of Work: If an IP ownership agreement does not exist between KFUPM and the other collaborating party, the University will consider the scope of work and contribution by each party involved in a collaborative research to decide on the extent of ownership of each party, which will need to be negotiated by KFUPM with the other party or parties.
- v. Use of University facilities and resources: The University reviews ownership issues when IP is created by inventors or developers if any facilities or resources of the University are used. Use of facilities includes, but is not limited to the following:
- a. Laboratories.
  - b. Workshops.
  - c. Materials.
  - d. Library resources.
  - e. Information technology services, Internet, etc.
  - f. Discussions with colleagues at the University.
- vi. Level of Involvement of KFUPM: The University will examine the association of the individuals involved. Thus, it will be determined if an inventor or developer is a University employee (and they developed the IP during working hours at the University), is or was under contract with the University at the time of the invention, or is not associated with the University (was involved in

a personal capacity or under a research agreement defining non-University association).

#### 1.4. *Duty to Disclose*

An invention or IP made by the University's employees or students with the use of University funds or University resources is the property of the University. In such case, the University employees and students have an obligation to promptly disclose all inventions to the IIR before publication, using the designated Invention Disclosure form (see appendix VI). All such IP must be assigned solely to the University.

An invention or IP made by the University employees or students using external funding sources or grants will be evaluated as to ownership. This will be decided on the basis of terms and conditions of the research/grant agreement. However, the inventors or developers are required to promptly disclose the potential IP to the IIR.

An invention or IP made by University employees or students without using any University support, funding, resources, or external funding received through the University and not developed during employee's or student's working hours at the University, should be disclosed first to the IIR for making decision about the IP ownership. In all such cases, a disclosure form must be completed and submitted to the IIR at the time of invention or IP development. The form will be reviewed for ownership determination. The inventors or discoverers will be allowed to present any evidence that they wish to have considered by the IIR in its ownership deliberations. In cases when the ownership goes to the inventor, the inventor and IIR may agree that the IP rights be pursued by the University. In which case, the individual must assign their rights in the IP to the University.

In the event that the University agrees to accept management of the IP, the IP shall be assigned to the University, and the assignor shall be entitled to the same distribution of revenues and other rights and responsibilities as the developers of University-owned property, as specified in this policy.

#### *1.5. Freedom to make research Public*

The freedom to publish is essential to the University's educational mission to disseminate publicly the outcomes of research conducted at KFUPM. University employees and students are entitled to decide whether the results of any research undertaken by them at the University shall be published or disseminated to other persons to use or disclose as they wish in accordance with normal academic practice. However, publication may jeopardize possible legal protection of IP. Authors should be aware of the fact that, with respect to patents and similar rights in inventions and new technology, protection for and subsequent commercialization of such IP may be jeopardized if information about the IP is made available to the public anywhere in the world before all relevant applications for protection have been lodged. Any statement, oral or written, which is made to another person or persons who are under no obligation to keep the information confidential, will potentially negate the validity of an application for patent in many jurisdictions. This includes informal conversations with other than the University employees, and abstracts and posters that are presented in conferences or any other forms of public presentations.

However, in certain countries the laws allow a grace period of one year, i.e., a patent application can be filed within one year from the date the "claimed invention" was disclosed to the public. In case of published journal articles, it is the date of publication (as available online). Therefore, one can publish and apply for a patent simultaneously under the proper circumstances under these countries systems.

However, it is strongly recommended that university employees and students submit their invention disclosure to IIR prior to any publications.

To obtain the maximum potential value from KFUPM research and IP, all KFUPM employees and students must submit their IP disclosures to the IIR before public disclosure for the required IP protection worldwide. In the unlikely event that such disclosure has failed to be made, employees and students must ensure that the IIR is notified as soon as possible after the possible disclosure, but not more than six months from the date of publication.

#### *1.6. Avoiding Ownership Problems*

The following points are suggested as means of avoiding ownership disputes:

- Comply with all University policies and procedures concerning IP.
- Indicate in your invention disclosure if you used any of KFUPM facilities.
- Disclose the IP and make sure to indicate conditions under which the IP was created (i.e., sponsored research, personal, internal funding, approved consulting agreement, etc.). If required, provide evidence to the IIR that no University resources or facilities were used in generating the IP. Whether the University owns the IP will be determined on a case-by-case basis based upon the information available to the IIR.
- Make sure to use the proper referencing when using any copyrighting material including the orphan works (the orphan work is a copyrighted work whose owner is impossible to identify or contact).

#### **Notes:**

- A newly recruited employee should disclose all his “background IP” owned by him or that he invented during his work for another

organization to the IIR within one month of joining KFUPM if he anticipates that the IP will be further developed at the University using University resources/funds. When needed, the IIR will negotiate an interinstitutional agreement with a previous employer for the new faculty.

- The IP developed by a KFUPM undergraduate student during his course work or during his senior project using the University facilities/funds and/or with other University faculty/students is owned by the University.
- The IP developed by a KFUPM graduate student during his course work or during his thesis/dissertation work using University facilities/funds and/or with other University faculty/students is owned by the University. If the graduate student's work is funded by an external organization, then the IP ownership is determined based on the terms of agreement with the external organization. However, even in case of external funding, the student should initially disclose the IP to IIR to clarify the ownership issues with respect to the corresponding sponsorship agreement.

### *1.7. Thesis/Dissertation Embargo*

The Deanship of Graduate Studies (DGS) provides the IIR with the thesis/dissertations uploaded by KFUPM graduate students on the KFUPM online repository "*EPRINTS*". The IIR sends abstracts of these theses/dissertations to a patent attorney by the University to check for patentable content (based on review of abstract). If patentable content is found, the student and his advisor are requested to submit an invention disclosure. Alternatively, if no patentable material is found,

the DGS is advised to forward the thesis/dissertation to KFUPM library for publication.

The student has to submit a hard copy of his thesis/dissertation to DGS along with the IP ownership and Thesis/Dissertation copyright form (see Appendix I). If patentable material is found in the thesis/dissertation, the DGS is requested to keep the hard copy and refrain from submitting to the KFUPM library until the patent application is filed. If no patentable material is found, the thesis/dissertation hard copy is to be forwarded by DGS to KFUPM library.

## **SECTION 2: CODE OF PRACTICE FOR IP PROTECTION & LICENSING**

KFUPM's policy is to encourage faculty and researchers to work on new developments and inventions.

KFUPM's code of practice for establishing IP protection and research commercialization is as follows:

- I. KFUPM will ensure that all agreements for research under the sponsorship of research councils should include detailed, but mutually acceptable, provisions for the exploitation of results.
- II. KFUPM will ensure that no faculty or researcher shall undertake private consultancy work without the prior approval of the University, which should state provisions disclaiming the institution's liability.
- III. KFUPM will ensure that all agreements for research under the sponsorship of research councils and other bodies are subject to prior approval by the University, which should include mutually acceptable provisions for the exploitation of results.
- IV. In the case where a student is a member of a research team whose efforts have resulted in an IP, KFUPM will treat the student, for the purposes of the patenting or commercial exploitation of the research results, in the same way as faculty or researchers who comprised the rest of the research team.
- V. If IP is potentially patentable, care will be taken by KFUPM to ensure that the possibility of patenting is not lost by premature publication.

- VI. If, in the course of his duties, a faculty or researcher (employee) or a student generates IP which he or she believes to be commercially exploitable, this must be reported by the employee or student to the University IIR. The employee or student shall ensure that steps are taken to protect and exploit the invention (after its filing), if appropriate. No contract or arrangements shall be entered with an outside body or bodies without the prior agreement of the University.
- VII. Ownership of IP is determined according to KFUPM's IP Policy.
- VIII. The inventor or IP developer and KFUPM will collaborate to maintain secrecy of the IP at all times before the filing of any initial application to patent or any registration of other forms of protectable IP.
- IX. If, having taken expert advice, the IIR decides that KFUPM does not wish to take part in the protection, development or exploitation of an IP, the University will assign its rights in the invention to the inventor or IP developer. Otherwise KFUPM will undertake responsibility for the protection, development and exploitation and KFUPM will apply for patent protection or other such registerable rights.
- X. Before sharing any benefits from the IP, KFUPM will recover any direct or overhead costs arising from the protection of the IP itself and the expenses of patenting or other protective measures. The assessment of overhead costs rests with the Financial Officer (of the IIR) after consultation with those directly concerned.

## XI. Sharing of License Revenue:

The term "Licensing Revenue" herein means any financial return received in the form of cash by KFUPM from licensing or optioning KFUPM owned IP (see Section 1.3), including but not limited to license issue and maintenance fees, equity (upon liquidation), minimum royalties, earned royalties, milestone payments and the like, but shall not include payments received for reimbursement of Patent Prosecution Expenses or funds received for research support.

The term "Patent Prosecution Expenses" as used herein means all out-of-pocket expenses paid by KFUPM for the preparation, filing, prosecution, maintenance, and defending or enforcing of the Patent(s).

The term "Net Revenue" herein means all Licensing Revenue, less:

- Share of KFUPM's IP partner(s), when applicable, in case of jointly owned IPs as agreed under joint agreements.
- The unreimbursed Patent Prosecution Expenses.
- The KFUPM's out-of-pocket expenses associated with market research, marketing, drafting license or option agreements and licensing of IPs. Expenses for this purpose will include fees paid to outside legal, consulting, and licensing organizations and any other out-of-pocket costs incurred by KFUPM. The fees paid to the external individuals or organizations for such services may be of fixed amount or may be in the form of an agreed-upon fraction of the Licensing Revenue, if any, or in any other form directly associated with commercialization/licensing of the IP.
- The KFUPM's out-of-pocket costs associated with Proof of Concept funding.
- Rewards or incentives paid by KFUPM to the inventors (according to KFUPM's Patent Incentive Policy as set out in Section IV)

The term “Annual net revenue” is the ‘net revenue’ calculated for a Gregorian year (Jan 01 – Dec 31).

The term “Inventor” in this section means:

- individuals who are listed as inventors in a licensed filed patent application or a issued patent and who assigned all their rights to KFUPM (usually done by signing assignment document prepared by external patent counsel before filing a patent application)
- in case of licensed non-patented inventions ‘inventor’ would mean individuals who are defined as inventors according to international patent protocol and signed University-Inventor Invention Contract (see Section IV) to assign all their rights in the IP to KFUPM

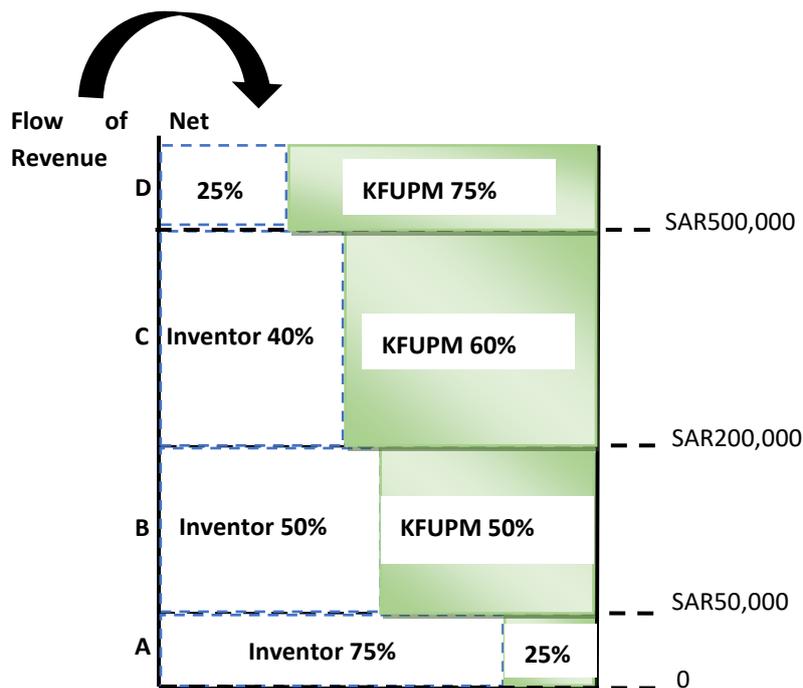
The inventor, as defined above, may or may not be associated with KFUPM during the generation of IP (employee or student) and further the inventor may or may not be associated with KFUPM during the time of distribution of share (regardless of employment or student status).

The net revenue shall be shared with inventors in accordance with the following rules:

- A. For invention disclosures submitted before September 19, 2017  
25% to the Inventor(s) and 75% to KFUPM
- B. For invention disclosures submitted on or after September 19, 2017

Cumulative Net Revenue (SAR)	Scale	Inventor'(s) Share	KFUPM's Share
0-50,000	A	75%	25%
50,001-200,000	B	50%	50%
200,001-500,000	C	40%	60%
More than 500,000	D	25%	75%

Below figure is a schematic diagram showing the continuous flow of net revenue during the term of a license and the applicable scale for the cumulative net revenue.



- The 'annual net revenue' for a licensed IP is calculated only during every January for the previous Gregorian year
- The inventor's share in the 'annual net revenue' for a calendar year is based on its cumulative amount (adding all annual values from previous years to till date)
- The resulting 'cumulative net revenue' for the year is matched with the KFUPM's scaled regime (as shown in Table above). This would allow to identify the 'scale(s)' applicable for such amount (any one or combination of Scales A, B, C, D)
- The table below is only an example showing the inventor's share calculations

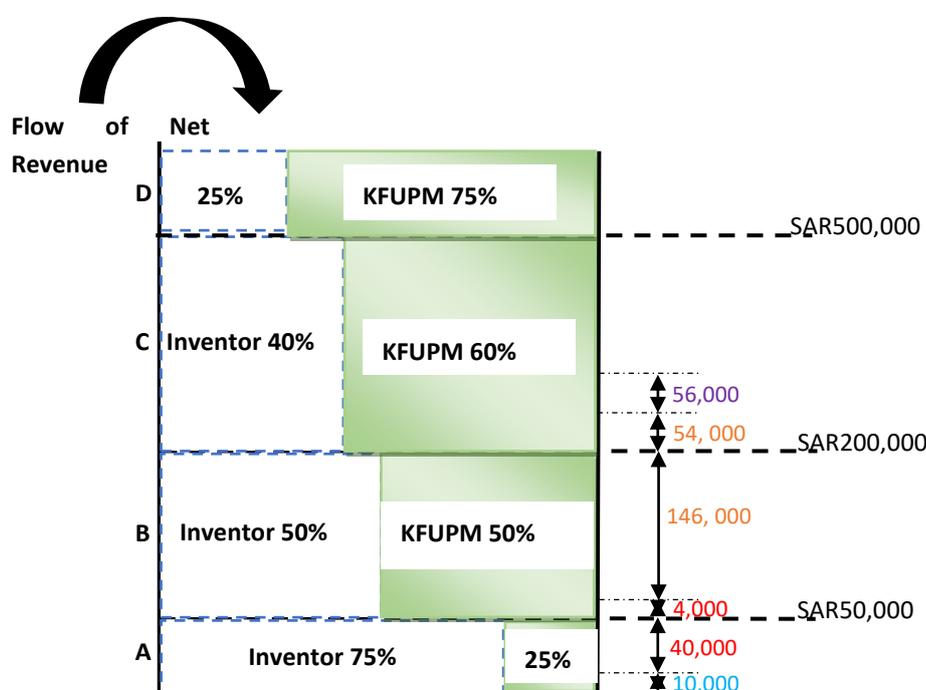
**For example** if the 'net revenue' for a licensed IP for only first four years is as follows:

Calendar Year	Net Revenue
Year 1	10,000
Year 2	44,000
Year 3	200,000
Year 4	56,000

Inventor's share:

Year	Annual Net Revenue	Cumulative Net Revenue	Remark	Applicable Scale	Calculation for Inventor's share
Year 1	10,000	10,000	None	A for 10,000	75% of 10,000 = 7,500
Year 2	44,000	54,000	Exceeding A	A for 40,000 B for 4,000	(75% of 40,000) + (50% of 4,000) = 32,000
Year 3	200,000	254,000	Exceeding Scale B	B for 146,000 C for 54,000	(50% of 146,000) + (40% of 54,000)
Year 4	56,000	310,000	None	C for 56,000	40% of 56,000

Below figure is a schematic diagram showing the above calculations for the given example



- C. General rules applicable to sharing of net revenue:
- a. In case more than one inventor is involved in a licensed IP, the amount of inventor's share in net revenue will be divided equally among the inventors.
  - b. If there is more than one IP included in a licensing deal, the net revenue shall be divided with the inventors as follows:
    - First the net revenue will be divided equally among each IP.

- Second, the inventor share in the net revenue applicable to each IP is then equally shared among its respective inventor(s).

**Following is an example provided for purpose of clarification only:**

If four inventions are involved in a license deal and each invention having different inventor(s) and different number of inventors as shown below:

<b>Invention Licensed</b>	<b>Inventor who assigned rights to KFUPM</b>	<b>Calculated Inventor's share</b>
A	X, Z	6,250
B	X	6,250
C	Y, Z	6,250
D	X	6,250

The share of each inventor shall be calculated as follows:

<b>Invention Licensed</b>	<b>Calculated Inventor's share</b>	<b>Individual Inventor Share</b>		
		<b>X</b>	<b>Y</b>	<b>Z</b>
A	6,250	3,125	0	3,125
B	6,250	6,250	0	0
C	6,250	0	3,125	3,125
D	6,250	6,250	0	0
	<b>Total</b>	<b>15,625</b>	<b>3,125</b>	<b>6,250</b>

XII. KFUPM's IP licensing strategy is as follows:

The University distinguishes between 'Licensing' and 'Commercialization' and does not involve itself in the creation of businesses and start-ups from IP but focuses mainly on Technology Licensing. The following points summarize the University's strategy towards technology licensing:

a. Continuously assessing all KFUPM IPs for Licensing:

KFUPM will continuously assess new invention disclosures or discoveries to make a decision about licensing potential, including ownership and patentability.

b. Licensing potential IPs assets and marketing for licensing:

KFUPM performs an initial market assessment to identify market needs and trends, and demographic factors which influence the market.

c. Enhancing potential of KFUPM IP for licensing:

KFUPM IPs that have potential for licensing but lack the proof of concept relevance support are advanced through "Proof-of-Concept" (PoC) program. The PoC program is designed to provide funding assistance to faculty/students in early stages of developing and validating nascent technologies originating in their labs. The strategic objective of the fund is to assist KFUPM to license such technologies more effectively and to expedite the transfer and public availability of promising new technologies. The program is managed jointly by the IIR and Deanship of Research.

d. Limited Time Right of First Refusal:

'Dhahran Techno-Valley Company (DTVC)' shall have limited term Right of First Refusal (RFR) to license KFUPM's solely owned IP. Commercialization by DTVC may include further technology development and will be by way of sublicensing, creation of new companies/startups. It may include research and development collaboration with existing companies. The RFR is an agreement wherein DTVC shall be given the first right, for 4 months from the notification, to seek commercial rights for a KFUPM invention. The inventions include new invention disclosures received by IIR, 'patents which are pending' and issued patents. During an evaluation period, DTVC would have the exclusive opportunity to assess commercial potential of the invention. DTVC shall then show interest in an invention by submitting a 'Letter of Intent', a Micro-Business Plan to describe its commercialization plans i.e., technology development or sub-licensing or spinout. Once agreed, DTVC can opt for an Option to License the invention. Inventor(s) shall have a share of the licensing revenue from DTVC in accordance with the Invention Contract signed by them for the IP or as per Section 2.XI of this policy.

- XIII. This code of practice may be reviewed in light of experience of implementation.

### **SECTION 3: KFUPM's FRAMEWORK for COLLABORATIVE R&D ACTIVITIES**

A frequent concern of businesses is the ability to secure needed rights to research results patents and copyrights arising from their collaborative research. In most cases, issues of IP arising from industry-supported research at leading universities focus around balancing the interests of the sponsor, the university, and IP developer. Thus, the extent to which a university's resources are used to support the research and level of funding provided by a research sponsor are important considerations in negotiating rights to IP, as is fulfilling the mission of sharing new discoveries widely.

#### **Commercialization of IP with Commercial Research and Development Partners:**

- KFUPM retains its own rights to commercialize IP jointly developed with commercial partners.
- KFUPM may also agree to provide commercial rights to commercial partners. In some cases KFUPM will agree to provide commercial partners with commercial rights that include exclusivity within a partner's field of use in identified industries, markets and geographies.
- Generally, KFUPM will focus its efforts for commercialization of jointly held IP on inventing new solutions that do not conflict with its commercial partners in order to optimize the utilization of each invention and maximize the return on investment.

#### ***USE AND EXPLOITATION OF IP in KFUPM's COLLABORATIVE R&D PROJECTS***

- "Results" shall be any and all results, including reports and documentation, which collaborating parties have developed during the performance of the project, including, but not limited to, know-how, inventions, copyrighted results, software development and/or enhancements, and IP.

- The Collaborative R&D Agreements of KFUPM do not affect the ownership of any Background IP. Such IP will remain the property of the party that contributes it to the Project (or its licensors).

### **Definition of Background IP**

Information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored) that are provided by one party to the other for use in the Project (whether before or after the date of the Agreement), except any Result from the project.

- Each Party shall grant the other a royalty-free, non-exclusive licence to use its **Background IP** for the purpose of carrying out the project, any rights beyond the project can be negotiated. Neither party may grant any sub-license to use the other's Background IP, unless otherwise agreed.
- Each party shall notify the other promptly after identifying any Result that it believes is patentable or merits legal protection, and will supply the other with copies of that Result. Each of the parties will notify the other of Results in the reports provided under the clause below:
- Each party must have the right to visit any other party to verify that it is complying with the above practices and procedures, subject to providing at least 30 days written notice to the other party.
- The IP rights from “Results” will be jointly owned by both parties. The parties will decide between (or amongst) them which party will lead IP protection and

licensing and on what terms e.g. payment of costs, staff resource, revenue share, reporting etc. This will be governed by an appropriate agreement.

- If either party decides not to retain its IP rights in a jointly owned IP, it shall offer to assign such rights to the other party.
- The expenses attendant to the filing of joint patent application (or other IP applications) generally shall be shared equally between both parties.
- If either of the parties decides not to become involved in commercially exploiting the joint IP with the other party, it shall grant to the other party a non-exclusive, indefinite, fully paid-up, royalty free licence (with the right to sub-license the IP) to use the IP in any of the results for any purpose within the field in a designated territory.

## **SECTION 4: Conflict of Interest**

Some questions on conflict of interest arise from outside professional activities – including technology transfer - of the faculty and staff. Others, in the more traditional meaning of conflict of interest, derive from the opportunities an individual may have because of his position at KFUPM to influence KFUPM relationship with an outside organization in ways that would lead directly to the individual's personal financial gain from a technology transfer activity.

In response to these concerns, KFUPM has adopted the following statement of policy:

“It is the policy of the KFUPM that its officers, faculty, staff, and others acting on its behalf have the obligation to avoid ethical, legal, financial, or other conflicts of interest and to ensure that their involvement in technology transfer activities and interests do not conflict with their obligations to KFUPM or its welfare”.

Essential to effective administration and adherence to this policy are:

1. Disclosure of outside activities and interests to designated IIR officers, including financial interests, that might give rise to conflicts; and
2. Readily available advice and counsel to individuals and to department heads on any situation.

### **Guidelines for Licensing**

When companies license KFUPM IPs, situations may arise that pose a conflict of interest for faculty and staff. Normally, this happens when they make decisions while fulfilling their KFUPM responsibilities that might materially affect their personal wealth or that of their immediate family members. Sometimes these conflicts can be managed; sometimes they must be avoided. These guidelines are intended as reminders of situations where conflicts may arise and suggestions for how to manage or avoid them. They are intended to be guidelines for thinking about conflicts rather than rules that cover all possible situations.

Conflicts can also arise in connection with performing outside professional activities related to licensing an intellectual property. For avoiding the rise of such situations, involvement of faculty, staff and students with an external party in the works that are intended to lead to, or precede a licensing arrangement should be informed to the IIR. Also, the involvement of faculty, staff and students in the derivative works of a licensing arrangement should be based on terms of the licensing agreement.

### **Guidelines for Consulting**

Faculty and staff who consult should remember that their primary employer is KFUPM and that they have a heightened responsibility to their primary employer and if they have questions about the KFUPM policy on IP ownership, they should consult with IIR when deciding to whom the invention should be assigned.

## **SECTION 5: IP AGREEMENTS, CONTRACTS, FORMS, & TEMPLATES**

- I. IP OWNERSHIP AND THESIS/DISSERTATION COPYRIGHT FORM:**  
Form for the IP ownership and copyright for the Master Thesis or PhD Dissertation research
- II. Guidelines for Record Keeping:**  
Guidelines for recording Results of experimental work and data
- III. Guidelines for Filing a Patent:**  
Include definition, application, matters, review, and responsibility of patents. Also it gives description of the procedure from submitting the “invention disclosure form” until the patent is issued
- IV. Patent Incentive Policy:**  
The incentive policy of the university: the financial rewards, the plaque, the media, and financing.
- V. Guidelines for Registering a Copyright for Software:**  
Includes the definition of copyright material, who owns the copyright work at KFUPM, who is the author, how the copyright different from a patent or a trademark, and the responsibility.
- VI. Invention Disclosure Form:**  
Form of submitting disclosure for new invention
- VII. University – Inventor Invention Contract Form:**  
Regarding Invention Ownership, Rights, and Obligations for Inventors
- VIII. University Template for License Agreements:**  
This Agreement between KFUPM and Licensee contains exclusive and non-exclusive license agreements
- IX. University Template for Relationship Agreements for Scientific and Technological Cooperation:**  
This agreement between KFUPM and any company or organization regarding joint research project
- X. University Template for Non-Disclosure Agreements:**  
Regards maintaining confidential information for the mutual scientific and technological cooperation
- XI. Material Transfer Agreement**

