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BAQAI MEDICAL UNIVERSITY

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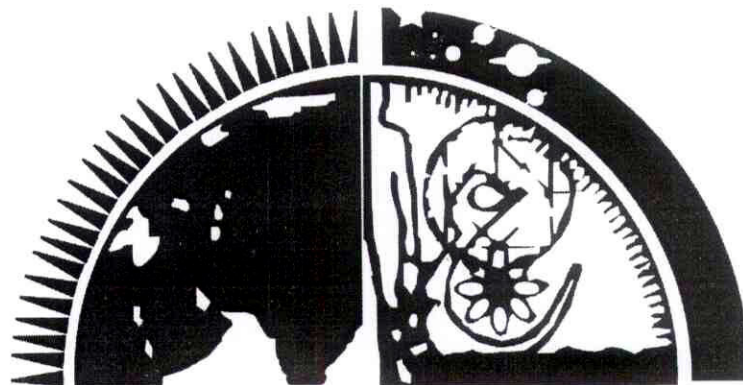
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BAQAI MEDICAL UNIVERSITY

**POLICY ON
INTELLECTUAL
PROPERTY**

Version 1

2019



Baqai Medical University

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1. PREAMBLE

This document provides guidelines for intellectual property rights and is applicable to all the intellectual property developed or created at Baqai Medical University with the university support. This policy extends to all university, faculties, colleges, institutes, departments, and hospitals which are under the umbrella of Baqai Foundation and also to the personnel including faculty, staff, and students working therein as full time, part time or on honorary basis.

2. OBJECTIVE

The policy has been designed to promote the standard of teaching and research at Baqai Medical University to achieve advancement of knowledge and academic excellence according to the mission and vision of the university.

3. DATE OF IMPLEMENTATION

This policy shall be effective from January 1, 2019.

4. DEFINITIONS

- i. **BF** means Baqai Foundation.
- ii. **Computer Program/Software** includes any computer program/software regardless of form of expression or object in which it is embodied, together with any users' manuals and other accompanying explanatory materials and any computer database.
- iii. **Contract** is a legally binding agreement between two or more parties in which an exchange of value occurs, and which ties each party to certain liabilities covering that exchange. Those signing such an agreement must be authorized to bind the entity that they represent.
- iv. **Copyright** is a legal instrument that provides the creator of a work of art or literature, or a work that conveys information or ideas, and the right to control how the work is used. The intent of copyright is to advance the progress of knowledge by giving the author of a work an economic incentive to create new works. Copyright includes the following creative works as explained by the Intellectual Property Organization of Pakistan (IPO-Pakistan):
 - a. Literary works which includes Books, Magazines, Journals, Lectures, Dramas, Novels, Computer programs/Software and compilation of data, etc.
 - b. Artistic works like paintings, Maps, photographs, drawings, Charts, Calligraphies, Sculptures, Architectural Works, Label Designs, Logos, Monograms and other works alike.
 - c. Cinematographic works which includes movies, audio-visual works, documentaries etc; and
 - d. Record works which include sound recordings, musical works, etc.

- v. **Employee** includes faculty and staff working therein as full time, part time or on honorary basis for Baqai Foundation and/or BMU.
- vi. **HEC** is the Higher Education Commission of Pakistan.
- vii. **Intellectual Property** is the term given to the productions of original intellectual or creative works.
- viii. **Intellectual Property Rights (IPR)** is the legal rights that exist in those productions. IPR includes the following related areas: copyright, database right, patents, designs, trademarks, and analogous rights. According to Intellectual Property Organization of Pakistan (IPO-Pakistan), intellectual property rights are intellectual creations. These are intangible goods that hold value, i.e. computer programs, music, films, novels, recipes, and trade secrets, etc. Intellectual property protection should be given the same treatment and respect as we treat personal or real property. The creators of intellectual property may grant exclusive rights to buy, sell, license, and transfer the intellectual property.
- ix. **Invention(s)** include any creation (a new device, structure, composition, or process, etc.) resulting from study, research, and/or experimentation.
- x. **Inventor** means a person who had conceptualized the new technology or solution to a specific technical problem or has made intellectual contribution to the conception of an intellectual property or a person who has made intellectual contributions to the said intellectual property.
- xi. **IPO-Pakistan** is Intellectual Property Organization of Pakistan.
- xii. **Patent** is grant of exclusive rights for an invention to make, use and sell the invention for a limited period of 20 years by the Intellectual Property Organization of Pakistan (IPO-Pakistan) or any other international patent office. The patent grant excludes others from making, using, or selling the invention. Patent protection does not start until the actual grant of patent. A patent owner has the right to decide who may or may not use the patented invention for the period in which the invention is protected. The patent owner may give permission, or license, to other parties to use the invention on mutually agreed terms. The owner may also sell the right to the invention to someone else, who will then become the new owner of the patent. Once a patent expires, the protection ends and invention enters the public domain, that is, the owner no longer holds exclusive right to the invention which then becomes available to commercial exploitation by others.
- xiii. **Personnel** include faculty, staff, and students working therein as all full-time and part-time employees of the Baqai Foundation and/or BMU. It also includes fellows and residents, interns, volunteers, and any non-employees who receive university support and/or utilize university resources, including visiting faculty, in respect of their work at the university.
- xiv. **Scholarly Work** means a copyrightable work created by any personnel as evidence of academic advancement or academic accomplishment including, but not limited to scholarly publications, journal articles, research-based bulletins, monographs, books, etc.

- xv. **Signing Authority**, in all cases, will be the Vice Chancellor. However, the Vice Chancellor can authorize the Registrar/Deputy Registrar to act as the signing authority on behalf of the university to deal with the routine matters.
- xvi. **Student(s)** include all full-time and part-time students of the BMU including visiting students.
- xvii. **Tangible Research Property (TRP)** means any tangible items produced in the course of research projects either through university support or by external sponsors and includes but is not limited to biological/pharmaceutical materials, medical records, cell lines, data sets, computer software, computer databases, prototype devices, and equipment.
- xviii. **Trademark** is a word, phrase, symbol, and/or design that identifies and distinguishes the source of the goods of one party from those of others.
- xix. **Trade Marks Registry (TMR)** is the premier body of Intellectual Property Organization of Pakistan (IPO-Pakistan) working for the registration of trade and services marks under the Trademarks Ordinance, 2001. It is a federal government body and its jurisdiction for trade and services marks lies within the geographical boundary of Pakistan. It works as a civil court and its decisions are appealable at the provincial high courts.
- xx. **University / BMU** means Baqai Medical University.
- xxi. **University Support** means financial or any other support including but not limited to salaries, personnel, facilities, equipment, data, materials or technological information, regardless of origin, which is used in the discovery or development of intellectual property and is provided through university channels.
- xxii. **Work(s)** shall include any copyrightable material, such as printed material, procedure manuals, computer software or databases including pedagogical software, audio and visual material, pictorial or graphic works and material related to teaching, including but not limited to lectures, course outlines, program proposals and descriptions, case studies, and other learning materials including textbooks.

5. SCOPE

This policy has been documented to provide a general guideline for intellectual property rights, including ownership and use of rights in the following:

- i. Work published by the University;
- ii. Work undertaken by fellows, academic employees and all other staff employed or engaged by or on behalf of the University;
- iii. Work commissioned by or on behalf of the University;
- iv. Work commissioned by a third party from the University;
- v. Work undertaken by students of the University.

This policy does not replace more detailed relevant provisions of agreements entered into by the University, for example specific research funding agreements or intranet terms and conditions, though such provisions should be broadly consistent with the principles set out here. The employees and students should refer to the relevant policies established by their own departments/institution/colleges/faculties.

6. OWNERSHIP

- i. All intellectual property developed or created at the Baqai Medical University including any tangible research property will be owned by the university and shall be the property of BMU, unless otherwise mentioned.
- ii. In case where the personnel has left the university but the work was done at the time when he was an employee of BMU, the intellectual property shall still be owned by the BMU and no third party involvement shall be allowed at that time unless otherwise agreed by the signing authority.
- iii. In case where the intellectual work is produced with collaboration with other university and/or organization, the ownership rights shall be equally owned or as mutually agreed by all parties.
- iv. In case of sponsored research or where HEC is involved, the terms and conditions of both parties will be applicable or as mutually agreed.
- v. The copyrightable work conducted by the students of BMU as part of their dissertation and/or degree program shall be the property of the student along with the university. The university and the student shall both have the copies of the dissertation/theses. The student shall have the right to publish the material in any journal or book or magazine, etc. provided the complete university name is mentioned in the publication. The university has the right to use such material for archival and/or educational purpose.
- vi. Any scholarly work done by the personnel of the university shall be the property of the personnel. However, the university shall claim the ownership of such scholarly work unless otherwise required. The university has the right to use such material for archival and/or educational purpose. It is the ethical liability of the personnel to properly mention the name of BMU in the scholarly work.
- vii. In case of any Trademark, either registered or not, that relates to any faculty, college, institute, hospital, program of BMU or Baqai Foundation, the university shall own all the rights and no one would be allowed to use it anywhere without prior permission of the higher authorities of the university.

7. POLICY STATEMENT

- i. It is the responsibility of the inventor(s) who wants to proceed with the filing of the invention to formally inform the university (BASR/Registrar Office) in writing before applying to IPO-Pakistan, HEC or any other international body.
- ii. All university personnel and students shall inform the university (BASR/Registrar Office) of any discovery or invention which may be useful, patentable, or otherwise

protectable, including potentially useful biological materials, devices, software, etc. even if not patentable.

- iii. The university itself or the inventor(s) with the permission of the university can seek help of a lawyer/outside agent for the purpose of evaluation or protection of the invention as well as to introduce the invention into the public use or market. The financial policy in this regard is discussed under the section Royalties.
- iv. If the university does not want to seek patent protection of the invention, it will inform the inventor(s) who can then pursue patent protection independently and at no cost to the university. However, under such circumstances, the agreement shall include an apportioning of some appropriate share of resulting revenue to the university as discussed under the section Royalties.
- v. University personnel and students shall not be authorized to sign any agreement/document related to intellectual property without prior approval from the signing authority.
- vi. Any other exception can be dealt on case-to-case basis by the higher authorities of the university.
- vii. The university holds the right to revise its policy, whenever required. Any change/revision can be made by the signing authority and implemented on emergency basis, which can later be presented to statutory body for formal approval.

8. ROYALTIES

- i. Royalties or any other income resulting from the invention will be shared among the inventor(s) and BMU.
- ii. The percentage of share in royalties shall be 50% inventor(s), 40% university, and 10% charity (projects running under the umbrella of Baqai Foundation) or as approved at the time of agreement.
- iii. If any other university/organization is involved, the matter will be dealt according to the applicable policies and any relevant terms of an agreement between the inventor and the university/organization.
- iv. In case if HEC support is involved, the percentage of HEC royalty share (for e.g. 2%) will be shared equally by the inventors and the university.
- v. For any scholarly work, if any royalty is received the authors will be the complete share holder of it provided they have mentioned the name of the university in the affiliation.
- vi. The department(s) that are being involved in the invention shall have the privilege to receive highest support in terms of equipments purchase, department development, etc. from the university. However, the final decision lies with the discretion of the Chancellor/Vice Chancellor/Director Planning and Development, BMU on the utilization of the revenue.

- vii. The invention filing fee or any other fee involved therein like lawyer or outside agent or others will be borne by the BMU or the inventor(s) or as per mutual agreement or understanding.
- viii. In case of any dispute or conflict of interest related to the intellectual property, efforts should be made to resolve it. The departmental heads/chairpersons shall look into the matter. If the matter is not resolved, the Director/Dean shall look into the matter. If it still persists, the Registrar Office shall look into it. If the matter aggravates, the Vice Chancellor shall be approached to settle it down. The Vice Chancellor may form a committee to resolve the matter. The committee may submit its recommendation to the Vice Chancellor, for which the decision of the Vice Chancellor will be considered final. The university policy related to any conflict of interest shall be referred if the matter is not resolved.