



University
October University for
Modern Sciences and Arts



Academy of Scientific Research
And Technology
أكاديمية البحث العلمي والتكنولوجيا



A POLICY in REGARDS to INTELLECTUAL PROPERTY
OCTOBER UNIVERSITY for MODERN SCIENCES and ARTS
(MSA)

OBJECTIVE:

The objective of October University for Modern Sciences and Arts (MSA) Intellectual Property Rights (IPR) Policy is to set a framework for innovation management, promotion of creativity, knowledge creation together with its disclosure and exploitation. It defines the system of rewarding innovation, the fair allocation of rights and the broad participation of private and public organizations in the MSA's matrix of knowledge production. This will provide MSA better identification and management of intellectual property rights in research findings and related production, including managing conflicts of interests of all stakeholders' rights in the exploitation phases.

A- DEFINITIONS

Copyrights: are the rights given to creators of original books, films, videos, art and musical works, computer programs, databases to use or authorize others to use their work on agreed terms.

Invention: Any patentable idea, discovery or know-how in addition to any technology related by any means to the main idea, discovery or know-how.

Patent: An exclusive right granted for an invention and a patent protection means that the invention cannot be handled by any means without the inventor's consent.

The law: Egyptian Intellectual Property law#82/2002 and all other applicable laws.

Participant: Any innovator, creator, researcher or developer of Intellectual property, either full time or part-time employed by MSA University.

Beneficiary: Any other party either entity (company, industry, corporate body, etc.) or individual, that is interested in using intellectual property of MSA University.

IP Background: The know-how or data available prior to initiating any collaborative agreement.

IP Background Resources: the available resources used by MSA employee to achieve certain knowledge creation or research work.

Foreground: results, including data, know-how and information, whether or not they can be protected. These results can be done within a collaborative agreement.

Post ground: Intellectual property generated within a time span after the collaboration agreement ends.

Side ground: Intellectual property generated during the effective time of the collaborative agreement by same beneficiaries but not within the scope of the agreement.

Access Rights: It is the right to use either an IP background or IP foreground.

Direct Exploitation: The tools to commercialize IP Foreground.

Dissemination: The disclosure by any appropriate means other than that resulting from the formalities for protection, and including the publication in any medium.

Service Agreement: This is a contract between the university and a company in which the former agrees to perform certain tasks using protocols either directly specified by the company or developed by the university or institution, to meet very specific criteria and data requirements set by the company.

Material Transfer Agreement: The transfer of proprietary tangible property, often-biological material, is covered by a contract called a material transfer agreement. Such contracts may cover materials coming to a University or Research & Development (R&D) institution from industrial and other sources, or the reverse.

Confidentiality Agreement: Non-disclosure agreement between participant and beneficiary

Tangible Property: This is anything having a physical embodiment (e.g. cell lines, software, devices, etc.) irrespective of whether it is patentable or copyrightable.

Provisions:

B- INTELLECTUAL PROPERTY NORMAL TRANSACTIONS:

1. All Requests for access rights between a participant and a beneficiary will be made in writing and submitted to the review board at Technology Innovation and Commercialization Office (TICO) at MSA University.
2. The granting of access rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.
3. Any transfer of tangible property (biological materials, plants,. machines, etc.) is covered by material transfer agreement contract. The agreement defines the terms that cover the use of materials, replication, modification or related demonstration. The University shares in the ownership of the resulted material, in case of modification, and preserves the right to use it in case of replication or demonstration.
4. In case of external evaluation, field-testing or clinical trials which entails the use of resources, a service agreement will be provided to legalize, document and manage the use.
5. Unless there is an effective agreement, in case of providing information to industry or other parties which entails commercialization activities, a non-disclosure agreement will be drafted to prevent the beneficiary from using the information without permission and to protect the patentability of any invention, or the trade value of other technology,

6. Where direct commercialization by participant requires a use of foreground or necessary background owned by another party, the access right would be negotiated between parties.
7. If MSA employee is on long leave, or his contract was terminated at the university or he/she is on long travel mission, this shall in no way affect the obligation of that employee to utilize his/her rights resulting from his/her intellectual property.
8. Access right to background can be always possible for research or demonstration use, if it has been made under this IP policy and the beneficiary is liable for the acts of the University. Sub-licensing of background or indirect use is in general not allowed unless there is prior written request that is subjected to a technical review.
9. Third parties and other beneficiaries can request the use of background for research, demonstration or commercialization-related activities use. This type of licensing shall be granted on a non-exclusive basis under fair and reasonable terms.

C- SPONSORED RESEARCH OR COLLABORATIVE AGREEMENTS

10. In case of collaborative agreements or sponsored research activities implemented at MSA University, other related entities enjoy access rights to background on a royalty-free basis if it is solely for the purpose and to the extent necessary for undertaking and completing the grant agreement provisions. The use of background is subjected to an advance description and identification prior to the grant agreement's effective date.
11. Before MSA University's authorized representative signs any binding document or brings a grant agreement into force, participant can provide a reasoned request that some elements shall be wholly or partially excluded from the relevant obligations related to the use of background.
12. In case of collaborative agreements or sponsored research activities implemented at MSA University, other related entities enjoy access rights

to foreground within the collaborative agreement. Third parties shall have the right to request and receive under license access rights to foreground of MSA for research, demonstration or commercialization-related activities use. This type of licensing shall be granted on a non-exclusive basis under fair and reasonable terms.

13. In case of termination of a collaborative agreement or sponsored research contract, existing partners parties shall have the right to request and receive under license access rights to foreground of MSA for research, demonstration or commercialization-related activities use. This type of licensing shall be granted on a non-exclusive basis under fair and reasonable terms.

14. Participants may use, commercialize, sublicense their foreground, background and side ground as they see fit beyond the research, demonstration and commercialization rights described in this policy.

15. Unless otherwise agreed in a collaborative agreement or sponsored research contract, the participant can disseminate information related to foreground (Academic publication, seminars' lectures, public lectures, etc.) provided that a copy of the proposed materials shall have been provided to the TICO review board at least twenty days prior to submission of any written or oral dissemination to allow for a technical review whether any intellectual property or confidential information might need to be protected. Time needed for a technical review shall not exceed one month.

D- STUDENTS AND ACADEMIC STAFF:

16. Students shall own any intellectual property that they make, discover or create in the course of their undergraduate or postgraduate research unless they have received a financial support from university or sponsoring agency and/or if they have made significant use of university's resources (including academic supervision, facilities and equipment)

17. Students own the copyright of their scholarly work (projects, theses, dissertations) subject to a royalty-free license to MSA University to reproduce and publish.
18. Students, Instructors and academic staff enjoy access rights to background on a royalty-free basis for their educational and routine research purposes, without prior notice or agreement.
19. If in the course of the technical evaluation a strong conflict arises between participant and TICO relevant committee, or if in the case that Participant appeals the decision of TICO committee, MSA University board shall treat appeals and if consensus cannot be reached, the management board will make a decision through voting.
20. Recruited employee has to disclose to MSA University any intellectual property that closely resembles a specific research project at the University. The disclosure will be processed and MSA will provide a written acknowledgement that it has no claim on ownership of that intellectual property.
21. Employees will benefit from a specific service for analyzing any invention for its industrial relevance and commercial potential.

E- VISIBILITY MATERIALS

22. The use of University's trademarks that include slogan, logo and other visibility materials owned by MSA University, shall not be accepted without prior written request.

F. COMMITTEE ON INTELLECTUAL PROPERTY

23. The intellectual property committee of the University, appointed by the president, is responsible for interpreting this policy and resolving questions and disputes concerning it.

24. The committee on its own initiative may do changes or modifications to this policy after approval of the University president or at the request of the University president.

G. ADMINISTRATION

25. TICO is responsible for facilitating and accelerating the movement of research and technology out of the University and towards the marketplace. Its aim is working with participants to validate, challenge and extend their work to fit well within the intellectual property protection and thus value their work. The Day to day work and general administration are managed by TICO at MSA University.

26. All applications, files, scientific data and drawings received from the participant by TICO will be treated in a strictly confidential way.

H. FILING OF PATENT APPLICATION

27. TICO will consider before filing a patent application at the National Patency Office to file internationally whenever possible through Paris convention or PCT treaty in order to enable applicant sometime to decide where to pursue a patent protection. In normal cases, TICO will delay international patent prosecution to provide more time to determine the value of IP, strength of commercial demand abroad and which countries are most attractive for pursuing patent protection.

28. Filing of patent application complies with the Egyptian intellectual property law 82/2002 and the governing articles of granting patent rights and the covered innovations and inventions.

General Remarks:

28.1. The application will contain a detailed description of the invention and the best way to produce it by experts, for each of the products in question. This has to clearly include the new elements and methods that need to be protected with for example engineering drawings as applicable.

28.2. In case of biological innovations that include other biological, genetic sources, agricultural, industrial; components; procedures or accumulated knowledge, MSA will declare these components and legal access to these components, with a live specimen to be submitted with the application as required by the law.

28.3. MSA will apply for IP protection in Egypt and other countries as needed and as per articles # 4, 9, 38 of the law and TRIPS.

I. OWNERSHIP

29. The University normally owns the intellectual property and patency of any invention that is designed, developed or discovered by any of its staff members, students or guest researchers unless otherwise agreed upon between the person and the University. The University owns the right of licensing and distributing the invention for research or commercial purposes.

J. COMMERCIALIZATION

30. The University's TICO is solely responsible for managing the commercialization logistics of inventions supported by the University either by its own or under the umbrella of a written agreement with a second party.

31. TICO has the right to make all decisions concerning commercialization keeping into account the public interest.

32. TICO have to keep inventors involved and fully informed with all the commercialization efforts carried out by the office.

K. ROYALTY

33. A percentage of the net profit for good and is inheritable and dependent on the product or invention. This percentage is negotiable with the second party.

L. COPYRIGHTS

34. Whenever the University is involved by any means with an author or a creator in the development of a copyrighted material, the University and the author should reach an agreement on the rights of each party within the scope of the Egyptian Copyright law.

M. DISTRIBUTION OF INCOME

35. Unless otherwise agreed upon, the following formula will apply to the distribution of the net income derived from licensing or distribution of a specific invention:

Inventor: 50%

University share: 25%

TICO share: 25%

Inventor or creator net revenue share: 50%, if the invention is among multiple inventors, the personal shares will be allocated among inventors according to a written agreement among them.

N. UNPATENTED MATERIALS

36. Unpatented materials such as cell lines, proteins, plasmids and other materials useful for research or for commercialization for which patent applications are not filed or, if filed, do not issue and they are:

36.1. Produced under an agreement between the University and another party,

36.2. They are produced based on a financial support from the University,

36.3. They are produced using the facilities of the University.

The University shall own all rights in *Unpatented Materials* and may make appropriate distribution in the public interest, including licensing or transferring *Unpatented Materials*, for research and commercial purposes.

O. MISCELLANEOUS

37. The TICO is responsible for developing procedures and documentations as necessary for implementing this policy.