

Policy Document

Air University Intellectual Property Rights Policy



Intellectual Property Rights (IPRs) Policy


17 July, 2023

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AU Intellectual Property Rights (IPRs) Policy

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ARTICLE 1 - PREFACE

1.1. Context and AU Mission

- 1.1.1. The core mission of the Air University is to “**achieve excellence in teaching and research for producing graduates with sound professional knowledge, integrity of character, a keen sense of social responsibility and a passion for lifelong learning. The University shall stand committed to creating an environment conducive for attracting the best students, faculty and supporting staff for contributing to the development of a prosperous, peaceful and enlightened society**”.
- 1.1.2. The AU is committed to ensuring that Intellectual Property (IP) emanating from its research activities is used in support of the AU objectives, and in accordance with its legal obligations, for the benefit of the Institution, the creators and, most importantly, the society-at-large.


1.2. Purpose of the IP Policy

- 1.2.1. **Promotion of IP utilization.** The intent of the IP Policy is to facilitate the widespread use of, through various modalities of access to, the AU’s IP.
- 1.2.2. **IP management.** The IP Policy seeks to set the framework for the translation of the IP arising from the AU’s research into products, services and processes. It encourages Faculty Members, Students and Visitors to become creators and to identify IP with potential commercial value. It also establishes clear rules and procedures for the management and commercialization of such IP generated at the AU.
- 1.2.3. **Balance of Interests.** The IP Policy seeks to ensure the legal protection, where applicable; effective management and commercialization of AU IP; while at the same time not impeding with the traditions of education and scholarship, academic freedom, open and timely publications, AU sovereignty, and the AU’s mission serving the public interest.

1.3. Overall Principles

The AU operates under the following overall principles:

- 1.3.1. **Responsible Commercialization.** Where IP arises that has commercial potential as a result of research, the AU intends to make such IP available in a form that will most effectively promote its development and use for socio-economic benefit.

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1.3.2. **Incentives.** The AU wishes to recognize and reward faculty members, students and visitors whose IP generates a demonstrable socio- and/or economic impact.

1.3.3. **Local Development.** The AU encourages research that responds to the local, regional and national needs. In its efforts to commercialize AU IP, the AU shall seek to optimize the economic and societal benefits for industry in Pakistan and to address environmental, security and socio-economic challenges facing Pakistan.

ARTICLE 2 - DEFINITIONS

Without prejudice to any applicable laws, in this policy the definitions set out below shall apply:

2.1.1 **Air University (AU):** The Air University Islamabad - Pakistan and its campuses anywhere within and outside Pakistan.

AU IP. IP owned or co-owned by the AU.

Appointment. A formal agreement for a visitor at the AU, which is a prerequisite to participate in or conduct research, scholarship, creative work, or teaching at the AU.

Author. Any person to whom this policy is applicable, who individually or jointly with others makes a design, a mark or copyrightable work and who meets the criteria for authorship under the IP laws of Pakistan.


Air University IP Management Office (AU IPMO). The administrative unit established under AU ORIC in terms of Article 4.2, responsible for day-to-day management of all IP-related activities of the AU.

Background IP. Any pre-existing IP created before the execution of any research project, or prior to a creator becoming subject to this IP Policy, by virtue of Appointment in the case of a visitor, employment contract in the case of a faculty member, or registration in the case of a Student.

Commercialization. Any form of utilisation of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society. **Commercialize** is similarly defined.

Commercialization Entity. A company that has access to the IP of the AU, through any one or more of the available commercialization modes, to produce new products, processes or services. This can be a spin-off or start-up.

Conflict of Commitment (COC). Any situation in which an individual faculty member's or visitor's primary professional loyalty is not to the AU because the time devoted to

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outside activities adversely affects their capacity to meet their responsibilities as set out in their employment contract of appointment, respectively.

Conflict of Interest (COI). Any situation in which real or perceived interests of an individual faculty member, visitor or student may run counter to the interests of the AU or negatively affect their employment or duties.

Consulting. Consulting is defined as the practise of providing a third party with expertise on a matter in exchange for a fee. The service can involve either advisory or implementation services.

Course Materials. All materials used in, or in connection with, and for the purpose of, teaching an education course through the provision of lectures, tutorials, seminars, workshops, field or laboratory classes, assessments, practicum and other teaching activities conducted by the AU; and all IP in such materials.


Creator. Any person to whom this policy is applicable, who creates, conceives, reduces to practice, authors, or otherwise makes a substantive intellectual contribution to the creation of IP and who meets the definition of 'inventor', 'author' or 'breeder' as generally implied in the IP laws of Pakistan.

Enabler. Any assistants, technicians, and other individuals who have indirectly contributed to the creation of IP by creators - and as such may not be listed themselves as an author or inventor in terms of statutory IPRs - mainly through the execution of standard tasks or following through on specific instructions, but without whose practical contribution the commercialization would not have been possible.

Funded Research Project. Any type of project between AU and an external party or research sponsor, concerning research, which has been fully funded at AU that could result in IP being created at AU. This shall include, but is not limited to, all sponsorships, donor ships and collaborations with the external party or research sponsor.

Funded Consulting Project. Any type of project between AU and an external party or sponsor, concerning consulting, which has been fully funded to AU that could result in IP being created involving AU resources. This shall include, but is not limited to, all sponsorships, donor ships and collaborations with the external party or research sponsor.

Genetic Resources (GRs). "Genetic material of actual or potential value." Genetic material is defined as "any material of plant, animal, microbial or other origin containing functional units of heredity". Some GRs are linked to traditional knowledge (TK) through their use and conservation by indigenous peoples and local communities, often over generations, and through their widespread use in modern scientific research. Examples include medicinal plants, agricultural crops and animal breeds.

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Gross IP Revenue. All revenue received by the AU on commercialization of AU IP before any deductions for IP expenses

Intellectual Property (IP). All outputs of creative endeavour in any field at the AU for which legal rights may be obtained or enforced pursuant to the law. IP may include:

- (a) Literary works, including publications in respect of research results, and associated materials, including drafts, data sets and laboratory notebooks; teaching and learning materials;
- (b) Other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with the aid of AU resources or facilities;
- (c) Databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
- (d) Patentable and non-patentable technical information ;
- (e) Designs including layout designs (topographies) of integrated circuits;
- (f) Plant varieties and related information;
- (g) Trade secrets;
- (h) Know-how, information and data associated with the above; and
- (i) Any other AU-commissioned works not included above.


Intellectual Property Rights (IPRs). The proprietary rights that may be granted for an invention, mark, design, plant variety, or other type of IP, should the statutory requirements for protection be met to result in a patent, trade mark, registered design or plant breeders' right, respectively.

Invention. Any new and useful product or process, in any field of technology and includes any new and useful improvement of either of them.

Inventor. Any person to whom this Policy is applicable, who individually or jointly with others makes an Invention and who meets the criteria for inventorship under the Pakistan IP laws.

IP Disclosure Form (IPDF). The form [provided in Annex A] to be completed by Creators and submitted to AU IPMO to document their creation.

Letter for Patent Filling. The form [provided in Annex B] to be completed by Creators and submitted to AU IPMO to document their application.

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IP No Objection Certificate (IP NOC). The form [provided in Annex C] to be completed by Creators, signed by Deans\Directors and submitted to AU IPMO for approval of no consent.

IP Authority Letter (IPAL). The form [provided in Annex D] to be completed by AU IPMO to file Creation on behalf of AU.

IP Expenses. All expenses incurred by the AU in the management and Commercialization of IP for which Gross IP Revenue has been received.

IP Committee. The body within the AU, set up in terms of Article 4.1, which is responsible for overseeing the drafting, implementation, monitoring and evolution of the Policy, and for providing strategic oversight of the AU IPMO.

Net IP Revenue. Gross IP Revenue less IP Expenses.

Non-Funded Consulting Project. Any type of project between AU and an external party or sponsor, concerning consulting, which has not been funded by sponsor to AU however that could result in IP being created involving AU resources. This shall include, but is not limited to, all sponsorships, donor ships and collaborations with the external party or research sponsor.

Open Educational Resources (OER). Teaching, learning and Research materials that reside in the Public Domain and that have been released under an open license that permits their free use or modification by others.


Plant Variety. A homogenous grouping of plants that can be protected by a form of plant breeder's right such as that defined in the International Convention for the Protection of New Varieties of Plants.

Policy. This Air University Intellectual Property Policy.

Public Disclosure. The communication of information, relating to IP, to external parties. Public Disclosure includes, but is not limited to, disclosure in written or oral form;

communication by email; posting on a web blog; disclosure in a news report, press release or interview; publication in a journal, abstract, poster, or report; presentation at a conference; examination of a thesis; demonstration of an Invention at a trade show; or the industrial application of an Invention.

Public Domain. The freely accessible public realm in which works that are not protected by IPRs, either because the rights have been forfeited or because the rights have been expired, are thereby held by the public at large and available for all to use without permission from the Creator or owner.

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Research. Any creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture and society, and the use of this stock of knowledge to devise new applications. It comprises three activities: basic research, applied research and experimental development.

Research Contract. Any type of agreement between AU and an external party or research sponsor, concerning Research, which could result in IP being created at AU. This shall include, but is not limited to, all sponsorships, donor ships and collaborations with the external party or research sponsor.

Research Project. Any project that forms the basis of Research undertaken by AU and includes projects undertaken by a Student, under the supervision of a Faculty Member or a Visitor, as part of a research degree program.

Scholarly Works. All copyright works which are the outputs of faculty members, students or visitors, including research, creative and other outputs in area(s) of his/her expertise. It does not include course materials and computer software and databases.

Senior Responsible Officer. The person at the AU who has the ultimate decision-making authority regarding IP.

Start-up A start-up company (start-up or start-up) is an entrepreneurial venture which is typically a newly emerged, fast-growing business that aims to meet a marketplace need by developing a viable business model around an innovative product, service, process or a platform. A start-up is usually a company designed to effectively develop and validate a scalable business model.


Faculty Member. Any person who is under a contract of employment with AU including academic, research, technical, administrative and adjunct Faculty, whether full-time or part-time or on a temporary basis.

Student. Any student registered for an approved course at AU.

Substantial Use. Extensive [unreimbursed] use of AU's resources which include but are not limited to facilities, equipment, human resources or funds and Background IP that is not publicly available. Not included is routine use of libraries and/or office space.

Trade Secret. Confidential information not publicly available that has commercial value because of its confidential nature, and which the owner has taken reasonable efforts to keep secret.

Traditional Knowledge (TK). A living body of knowledge resulting from intellectual activity in a traditional context, which includes know-how, practices, skills, and innovations. TK embodies the traditional lifestyles of indigenous peoples and local communities and is transmitted from generation to generation, often forming part of the cultural and spiritual identity of the community. TK is not limited to any specific technical


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field, and may include agricultural, environmental and medicinal knowledge. TK also often encompasses knowledge associated with Genetic Resources.

Visitor. Any person who is neither a Faculty Member nor a Student of the AU who engages in work at AU, including visiting professors, adjunct and conjoint professors, teachers, researchers, scholars and volunteers; and who concludes an Appointment agreement with AU.

ARTICLE 3 – SCOPE OF THE POLICY

- 3.1. **IP.** This Policy applies to all IP generated at all campuses of AU, in particular by Faculty Members, Students and Visitors.
- 3.2. **Background IP.** Upon commencing employment, enrolment or an Appointment, Faculty Members, Students and Visitors must declare any existing IP they wish to exclude from the application of this Policy due to creation prior to their employment, enrolment or Appointment at the AU.
- 3.3. **Applicability.** This Policy applies to all AU Faculty Members, Students and Visitors who participate in a Research Project or produce Scholarly Works. Rights and obligations under this Policy shall survive any termination of employment, enrolment or Appointment at AU.
- 3.4. **Binding effect of the Policy.** This Policy constitutes an understanding that is binding on AU Faculty Members, Students and Visitors, once adopted by the Board of Governors (BOG) or AU university functional committee (UFC), on the following grounds:
- 3.4.1. **Faculty Members.** The AU HR Department shall ensure that the employment contract or other agreement establishing any type of employment relationship between the AU and Faculty Members includes a provision placing Faculty Members under the scope of this Policy.
- 3.4.2. **Students participating in a Research Project.** The HoDs shall ensure that Students participating in a Research Project sign an agreement before commencing the project, to the effect that they have read and will comply with the provisions of this Policy, according to Article 5.2.5.
- 3.4.3. **Visitors.** The AU ORIC / HR Department / HoDs shall ensure that Visitors sign an Appointment agreement before commencing any activity at AU. Such agreement shall place the Visitor under the scope of this Policy and shall make reference to this Policy, a copy of which will be made available to the Visitor.

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- 3.4.4. **Informed Consent.** This Policy shall be included on AU's website. In addition, a reference to this Policy shall be made in [the terms and conditions of enrolment of Students], academic catalogues or their equivalent. Said reference shall be in sufficient detail to enable the full text of the Policy to be easily accessed.

ARTICLE 4 – GOVERNANCE AND OPERATION

4.1. IP Committee

- 4.1.1 **Purpose.** The AU has established an IP Committee to oversee the implementation and evolution of this Policy and provide strategic guidance to the AU IPMO (according to Article 4.1.2 below).

- 4.1.2. **Composition.** The AU IP Committee consist of the following members:

- (a) Vice Chancellor
- (b) Registrar
- (c) Director Academics
- (d) Director ORIC
- (e) Dean Engineering
- (f) Manager ORIC (I & C)

The committee is to be chaired by the Director ORIC or anyone designated by the Vice Chancellor.

- 4.1.3. **Responsibilities.** The AU IP Committee is the ultimate decision making body in the determination of an AU IP management and Commercialization strategy for a particular AU IP.


- 4.1.4. **Meetings.** The IP Committee shall establish regular meetings and also be available for *ad hoc* meetings.

4.2. The Air University IP Management Office (AU IPMO)

- 4.2.1. **Purpose.** The AU has established an Air University IP Management Office (AU IPMO) within the ORIC, to assist the AU in managing and commercializing its IP in a form that will most effectively promote its development and use for economic and social benefit.

- 4.2.2. **Responsibilities.** The responsibilities of the AU IPMO include, but are not limited to:

- (a) Outreach/awareness to Creators;

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- (b) Relationship management with Creators;
- (c) IP management;
- (d) Technology marketing and IP contract negotiation;
- (e) IP contract management;
- (f) IP costs and revenue distribution; and
- (g) Managing AU Technology Innovation Support Center (AU TISC).

ARTICLE 5 - OWNERSHIP OF IP AND RIGHTS OF USE

5.1. IP Created by Faculty Members

5.1.1. **AU Ownership.** The AU owns all IP created by a Faculty Member:


- (a) In the course and scope of his/her employment; or
- (b) Making substantial use of the AU's resources.

5.1.2. **Faculty Member ownership.** Faculty Members will own/co-own the IP they have created when such IP:

- (a) Is outside the course and scope of their employment and without Substantial Use of the AU's resources;
- (b) Vests in Scholarly Works (see Article 5.5);
- (c) Other IPRs, as required by national law, or for which the AU cannot or does not wish to claim ownership and the AU has communicated such in writing.

5.1.3. **IP Emanating from Research Contracts.** In the absence of provisions to the contrary in any national law [Or: where there is no Substantial Use of the AU's resources], the terms of the Research Contract will regulate ownership of IP created by Faculty Members in the course of a Research Project that forms part of a Research Contract, as set out in Article 7.

5.1.4. **Appointment of Faculty Members at another Institution.** It is the responsibility of each Faculty Member that holds an honorary or other academic or research appointment at another institution (Host Institution) to bring to the attention of the Host Institution, including its IPMO, his/her obligations in terms of this Policy, prior to the tenure at the Host Institution. To the extent that the Host Institution's IP Policy makes a claim on IP created by the Faculty Member pursuant to such appointment, the Faculty Member shall ensure that the Host Institution negotiates a suitable IP arrangement with the AU.

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5.2. IP Created by Students

5.2.1. **Student Ownership.** IP created by a Student in the course of study at the AU (including theses, dissertations and other Scholarly Works) will be owned by the Student. This is in contrast to IP created by a Student in a Research Project, as per Article 5.2.3 below.

5.2.2. Theses or dissertations.

The Student must submit his/her final thesis or dissertation to the AU repository.

5.2.3. **AU Ownership.** IP emanating from a Student's Research Project shall be owned by the AU in the following circumstances:

(a) If the IP is created by making Substantial Use of the AU's resources including supervision and there is no re-imbursement agreement concluded between the AU and the Student; or

(b) If the Research carried out by the Student forms part of the AU's Research Projects.

5.2.4. **IP emanating from Research Contracts.** The terms of the Research Contract shall regulate the ownership of IP created by a Student in the course of such Research Contract, as set out in Article 8.

5.2.5. **AU Ownership Responsibilities.** If the AU is the owner of IP created by a Student, in terms of Article 5.2.3 or Article 5.2.4, and hence created in terms of a Research Project or Research Contract, respectively, the AU shall:


(a) Provide the Student with an explanation of the reasons for the assignment of IP rights to the AU;

(b) Advise the Student to seek independent advice regarding the assignment;

(c) Obtain a deed of assignment from the Student for all IPRs emanating from the Student's Research Contract or Research Project, where relevant, in return for revenue sharing as provided for in Article 10; and

(d) Withdraw the Student from the Research Project or Research Contract if a Student elects not to assign the relevant IPRS to the AU.

5.2.6. **Bursaries/Scholarships.** An external party that grants a bursary or scholarship to a Student may elect to own the IP created by that Student in the course of his/her study at the AU provided the Student and the AU have consented to the assignment of IP ownership in writing and such consent is not contrary to any applicable local or national law.

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5.2.7. **Student Owned IP.** AU **ORIC** IPMO may, upon agreement, provide Commercialization services to Students for their IP. The students may be required to assign their IP to the AU and will be afforded the same rights and obligations as Faculty Members under this Policy.

5.3. IP Created by Visitors

5.3.1. **AU ownership.** Unless otherwise agreed to in writing by the AU and the Visitor's home Institution prior to the tenure at the AU, Visitors are required to assign to the AU any IP:

- (a) Created in the course and scope of their Appointment at the AU; or
- (b) Created by making Substantial Use of the AU's resources.

5.3.2. **AU IP.** On departure from the AU, a Visitor must sign and submit to AU IPMO an IP Disclosure form disclosing any IP created, as per Article 5.3.1, whilst at the AU.

5.4. Special Rules for Course Materials

5.4.1. **AU ownership.** The AU will own the IP in Course Materials created by a Faculty Member or a Visitor, with the exclusion of Course Material that is created from or for Open Educational Resources, in accordance with Article 5.7.1.

5.4.2. **Licensed by the AU.** The AU grants the Creators of Course Materials a royalty-free, non-exclusive licence to use the Course Materials created by them for teaching and Research purposes at the AU.

5.5. Special Rules for Scholarly Works


5.5.1. **Publication.** The AU recognises and endorses the rights of Faculty Members, Students and Visitors to publish their Scholarly Works, provided that any Scholarly Work which may disclose any possible AU IP shall first be cleared by AU IPMO after having an opportunity to protect such AU IP according to Article 8.

5.5.2. **AU Institutional Repository.** Faculty Members, Students and Visitors should endeavour to obtain publishers' permission to include published Scholarly Works in the AU repository [whether as a published edition or in pre-publication form].

5.5.3. **Licensed to the AU.** Faculty Members, Students and Visitors shall grant to the AU a non-exclusive, royalty free license to use their Scholarly Works for the AU's [administrative, promotional,] Research and teaching purposes.

5.6. Moral Rights

5.6.1. **Recognition.** The AU undertakes to respect and protect the moral rights which copyright law confers on Authors of copyright works.

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5.6.2. **Rights granted.** The AU acknowledges that moral rights vest in Authors of copyright works irrespective of the copyright ownership thereof and include:

- (a) The right of attribution of authorship in respect of the copyright works;
- (b) The right not to have authorship of the copyright works falsely attributed; and
- (c) The right of integrity of authorship in respect of the copyright works.

5.6.3. **No waiver.** The AU will not require Faculty Members, Students or Visitors to waive their moral rights as a condition of employment, enrolment, Appointment or funding.

5.7. Public Domain

5.7.1. **Public Domain.** AU IP forms part of the Public Domain in the following circumstances:

- (a) If a Research Contract provides that the Research results be placed into the Public Domain; or
- (b) If Faculty Members or Visitors made use of Open Educational Resources or resources licensed through Open Source or Creative Commons Licences and the licensing conditions require release of derivatives into the Public Domain.


5.7.2. **Release into the Public Domain.** The AU will release IP into the Public Domain in the following circumstances:

- (a) Where it is deemed to be in the public interest;
- (b) If the IP has low commercial or other development potential and low prospects of fostering the development of new products or services; or If deemed necessary by the au.

ARTICLE 6 – PUBLICATION, NON-DISCLOSURE AND TRADE SECRETS

6.1. **Right of Publication.** The AU encourages and supports the right of Creators to decide if and when to publish their Research results, in accordance with Article 5.5 above.

6.2. **Non-disclosure for IP Protection.** In conjunction with the right of publication, Creators should be aware that premature Public Disclosure may result in loss of IP protection rights. Therefore, they are strongly encouraged to make all reasonable efforts to identify any protectable IP as early as possible, according to


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Article 8, and shall consult AU IPMO before making any Public Disclosure of potential AU IP

- 6.3. **Trade Secrets.** The AU may designate certain confidential information as a Trade Secret, owned by the AU. In that event, all Creators will be obligated to maintain secrecy of the Trade Secret and to follow the direction for management of the Trade Secret by AU IPMO.

ARTICLE 7 – RESEARCH CONTRACTS

- 7.1. **Authority.** Faculty Members, Students and Visitors shall not have the right to enter into a Research Contract with external parties on behalf of the AU unless they are authorized to do so by an official representative of the University (AU ORIC).
- 7.2. **Research Contract Policy.** All Research Contracts must be executed and performed in compliance with the AU's Research Contract Policy.
- 7.3. **Due diligence.** Persons acting for and on behalf of the AU shall exercise all due diligence and consult AU IPMO when negotiating and signing contracts that may affect the AU's IPRs.
- 7.4. **Ownership and Rights to Use.** Subject to any provisions in law to the contrary, ownership and rights to use shall be agreed upon with the external entity in coordination / consultation with AU ORIC.
- 7.5. **Government rules.** Research Contracts shall comply with any applicable law and/or Government regulations and/or rules, which may be applicable to Research undertaken by the AU, in particular, as far as it relates to the ownership of IP resulting from such Research. The appropriate legal representative of the AU may be consulted in this respect before signature of any Research Contract with prior approval of the Vice Chancellor.
- 7.7. **Basic Principles.** The IP clauses in all Research Contracts shall be governed by the following basic principles:
- 7.7.1. **Concluded from the Outset.** A Research Contract must be executed in writing and signed by the AU and the external party(ies)/sponsor(s) prior to the commencement of any Research Project and, as appropriate and without limitation, must contain terms relating to ownership, management and use of IP arising from the Research Project as well as any Background IP.
- 7.7.2. **Background IP.** All AU Background IP must be properly recorded and declared prior to the commencement of a Research Contract and belongs to the AU.

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Similarly, Background IP of the external party/sponsor, belongs to such party or sponsor. Use of such Background IP requires express written permission.

7.7.3. **Foreground IP (IP arising from the Research Contract).** IP generated pursuant to a Research Contract by Faculty Members, Students or Visitors shall be governed in terms of the above provisions relating to IP generated by these parties. The general rule is that such IP shall be owned by the Air University.

7.7.4. **Co-owned Foreground IP.**

(a) **Terms for Co-ownership.** Co-ownership of IP generated pursuant to a Research Contract shall be AU or as mutually agreed contractually.

(b) **Costs for Protecting and Maintaining Co-Owned IP.** The costs for protecting and maintaining any IPRs shall be shared between the AU and the external party(ies)/sponsor(s) as mutually agreed contractually.


7.7.5. **Serendipitous IP.** Any IP created during the course of the Research Contract which falls outside of scope of the Research Contract shall be owned by the Air University or the external party(ies)/sponsor(s) which developed such IP, unless agreed contractually otherwise in the Research Contract.

7.7.6. **Right of First Refusal to the IP.** The Research Contract may include provisions giving the external party(ies)/sponsors, a right of first refusal to Commercialize the IP emanating from the Research Contract, through a license or joint venture arrangement or assignment.

7.7.7. **Publication Delay.** It is the strict policy of the Air University to allow Creators freedom to publish their work. However, the AU acknowledges that delays in publication for the purpose of initiating statutory protection of the IP is often necessary. In this regard, the AU will agree, on a case-by-case basis, to a contractual delay in publication by Creators. Such delay will not exceed [typically 90 calendar days] from the date AU IPMO is notified of the intent to publish, unless authorized by the Senior Responsible Officer.

7.7.8. **Use of the IP for Research and Teaching.** In instances, where the AU IP is licensed exclusively or assigned as part of the Research Contract, all efforts should be made to secure a royalty-free license for use of the IP for on-going Research and teaching purposes.

7.8. **Exceptions to the Policy.** In certain cases, it may be necessary and/or beneficial to the AU to enter into a Research Contract that contains exceptions to the provisions of this Policy. Any such exceptions require prior, written approval from the Vice Chancellor.

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ARTICLE 8 – DISCLOSURE OF IP

8.1. Responsibility to Disclose IP


- 8.1.1. **Recording.** Creators shall keep appropriate records of their Research in accordance with the AU's applicable policy procedures and make reasonable efforts to ensure that only those individuals within the AU who have a need to have access to such records for the performance of their duties are granted such access.
- 8.1.2. **IP Disclosure.** Where a Creator identifies potential IP resulting from his/her Research [or that of his/her team], he/she shall disclose such potential IP to AU IPMO promptly by means of an IP Disclosure Form.
- 8.1.3. **Complete Disclosure.** Creators must provide to AU IPMO such full, complete and accurate information as AU IPMO may reasonably require to enable it to sufficiently assess the technical and related features and functions, ownership, commercial potential and IP protection that might be applicable to such IP. Upon complete disclosure, the IP Disclosure will be registered and assigned a reference number and AU IPMO will share this reference number with the Creators to signify that the IP Disclosure has been formally received by the AU.
- 8.1.4. **Disclosure Clause for IP related to GRs and/or TK].** When potential IP has been developed using GRs and/or TK, the IPMO [shall/could] require its Creators to disclose relevant information, in accordance with national legislation.

8.2. Creatorship and Ownership

- 8.2.1. **Creatorship.** Creators shall, upon request, sign the appropriate legal documents provided by AU IPMO that attest to creatorship. Where there is more than one Creator, and there is a dispute as to the contribution to creatorship, AU IPMO shall in consultation with the Creators, assist in the determination of the percentage IP creatorship, failing which it shall be assumed that there was an equal undivided contribution.
- 8.2.2 **Ownership.** Once creatorship has been determined, the Creators shall be required to formally assign any right, title or interest they may have in that IP to the AU in the form of a contract that specifies the rights that will accrue to the Creator(s) and the AU and the obligations they will have to assist the AU with the Commercialization of that IP. Article 9.3 will apply.

8.3. Determination as to IP Protection and Commercialization

- 8.3.1. **Evaluation and Recommendation.** AU IPMO will analyse the information disclosed in the IP Disclosure within 60-90 calendar days of formal receipt. The

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analysis will include: whether or not the subject matter is protectable as IP; an assessment of economic viability or marketability; and determination of any rights of external parties, such as a funder or collaborator. After evaluation, AU IPMO will prepare a preliminary report with findings that enable the AU to decide if it will proceed with IP protection and Commercialization. AU IPMO shall share the preliminary report with the Creator(s), and seek their input.

8.3.2. Decision to Protect/Commercialize. The AU will decide, as soon as reasonably practicable, whether or not it wishes to protect and/or commercialize the IP. AU IPMO will use all reasonable efforts to notify the Creator(s) of the AU's decision

within 60-90 calendar days of formal receipt of the IP Disclosure. AU IPMO will also make a determination in relation to the validity of any claim made by a Faculty Member, a Visitor or a Student that they are the true Creator(s) of that IP and in relation to their rights under this Policy.

8.3.3. AU's Obligation to Notify Creators of its Decision. Within no more than 60-90 calendar days AU IPMO will notify the Creator(s) of the decision of whether the AU will or will not pursue IP protection and Commercialization of their IP Disclosure.

8.4. AU Elects not to Protect /Commercialize the IP

8.4.1. IP abandoned or not Commercialized. The AU reserves the right not to protect or Commercialize IP that it owns if after consultation with the Creators:


- (a) There is no reasonable prospect of commercial success;
- (b) It is not deemed to be in the best interest of the au; or
- (c) It is not deemed to be in the public interest.

8.4.2 Transfer of Ownership. In the event the AU decides not to pursue IP protection and/or Commercialization, it will take steps to return said IPRs to the Creator(s), contingent on any other superseding contract rights of external party(ies) /sponsor(s).

8.4.3. Written notification. If the AU is unable to or decides not to protect or commercialize the AU IP, it should notify the relevant Creator(s) of its decision in writing and in a timely manner.

8.4.4. No Prejudice to IP Protection. The Creator(s) should receive the written notification in a timely manner that enables the relevant Creator(s) to take any formal steps to ensure the protection of IP, should they so desire.

8.4.5. Assignment. If the Creator elects to take assignment of the IP, the AU shall ensure that a deed of assignment is executed without delay.

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8.4.6. **Terms and conditions.** If the AU assigns IPRs to the Creator in terms of this Article 8.4.5, the assignment may be subject to one or more of the following terms and conditions:

(a) That upon Commercialization, the AU be compensated for any expenditure it may have incurred in connection with the protection and/or Commercialization of such IP; and/or

(b) That the AU be granted a non-exclusive, royalty-free licence to use the IP for Research and teaching purposes.

ARTICLE 9 – COMMERCIALIZATION OF IP

9.1. Determination of the Commercialization Strategy

9.1.1 Within 90 days of the decision to protect or commercialize the IP under Article 8.3.2, the AU ORIC will determine, with input from the Creators, the most appropriate Commercialization strategy.

9.1.3 The AU will endeavour to Commercialize IP in a manner that enhances local, regional, and national economic development.


9.1.4 The AU will endeavour to Commercialize IP in a manner that encourages and fosters entrepreneurship by Staff Members and others and which supports Commercialization Entities.

9.1.3. **Assistance to IPMO.** Creators of IP which has been selected for IP protection and Commercialization by the Institution must provide IPMO with all reasonable support in the assessment, protection (including preventing premature disclosure and execution of any documents including deeds of assignment and deeds attesting to creatorship), and Commercialization of the IP.

9.1.4. **Sovereignty and Cooperation.** The Institution shall have the sole discretion regarding the Commercialization of IP owned by it. Notwithstanding, the Institution will ensure that reasonable efforts are made to keep the Creators informed and, where appropriate, involved in the Commercialization of the IP to which they contributed. The Commercialization of Institution IP will be planned, executed, and monitored by IPMO.

9.2. Options for Commercialization Pathways

9.2.1 The following modes for IP Commercialization may include:

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- (a) License, either exclusive or non-exclusive, and variations thereof [Preference for licensing to small and medium sized companies or businesses];
- (b) Assignment (sale) [Option:, in extraordinary circumstances];
- (c) Formation of a Commercialization Entity to which the IP is licensed or assigned in terms of this Policy;
- (d) Non-profit use or donation;
- (e) Joint ventures;
- (f) Royalty free access on humanitarian or other grounds; or
- (g) Various combinations of the above.

9.3. Various Options Commercializing options at AU

9.3.1 Considering peculiar environment at AU, following avenues could result into activities leading to commercialization of IP/ Research at AU:-


- (a) Public Funded Research Projects (HEC, NSF, NESCOM, PAF etc)
- (b) Consulting Projects (Initiated / Steered by Faculty / SMEs)
- (c) Public / Private Sector Projects thru IRC
- (d) License Agreements on account of projects involving funding from TDF, HEC, NSF, RTTG, NCCS, NCRA, NCAI etc
- (e) Faculty Led Technology Start Ups

Note: The revenue sharing details are discussed in Article 10.

9.4. Fundamentals to Cater While Commercializing IP

9.4.1 Regardless of the mode of IP Commercialization, the transaction will be executed in a contract which:

- (a) Protects the interests of the Institution, its Staff Members, Students and Visitors;
- (b) Retains rights for the Institution to use the IP for educational and research purposes;
- (c) Assures that the IP will be utilized in a manner which will serve the public good;
- (d) Assures that the IP will be developed and brought to the marketplace as useful goods and services; and
- (e) Prohibits the “shelving” or “mothballing” of the IP or its use in any illegal or unethical manner.

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ARTICLE 10 - IP PORTFOLIO MAINTENANCE


- 10.1. **Recording and Monitoring.** AU IPMO [or an external entity designated by the IPMO] shall maintain records of the AU's IP in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance or annuity fees of protected IP, and shall, within a reasonable time, inform the person or department designated to make such payments.
- 10.2. **Accounting.** AU IPMO shall maintain income/expense accounting records on each IP so that revenue sharing allocations can be calculated.

ARTICLE 11 - TRADITIONAL KNOWLEDGE AND GENETIC RESOURCES

- 11.1. When Research is conducted at the AU using TK and/or GRs, provisions of national legislation must be observed, which provisions may include prior informed consent, and access and benefit-sharing, and the need to obtain any relevant permits.
- 11.2. The AU shall formulate procedures and mechanisms for access to GRs/TK in order to comply with national legislation.
- 11.3. The AU shall make provision in all Research Contracts concluded for the protection of any IP which may arise from the use of TK and/or GRs.

ARTICLE 12 - CONFLICTS OF INTEREST AND CONFLICTS OF COMMITMENT

- 12.1. **Commitment to the AU.** Faculty Members' and Visitors' primary commitment of time and intellectual contributions should be to the education, research and academic programs of the AU.
- 12.2. **Best Interests of the AU.** Faculty Members and Visitors have a primary professional obligation to act in the best interests of the AU; they should avoid situations where external interests could significantly and negatively affect their work ethic and research integrity.
- 12.3. **Agreements with External Parties.** It is the responsibility of all Faculty Members and Visitors to ensure that their agreements with external parties do not conflict with their duties and responsibilities in terms of this Policy. This provision shall apply in particular to private consultancy and other research service agreements concluded with external parties. Each individual should make his/her duties and

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responsibilities clear to those with whom such agreements may be made and should ensure that they have read and are provided with a copy of this Policy.

- 12.4. **Disclosure of External Activities and Financial Interests.** Faculty Members and Visitors shall promptly report all potential and existing Conflict of Interest (COI) or Conflict of Commitment (COC) to the AU Concerned HoD / Dean, in compliance with applicable COI/COC policies. The authority will be responsible for resolving the conflict or reaching a solution satisfactory to all parties concerned. The decision must be approved by Vice Chancellor through Director ORIC.
- 12.5. **Conflict of Interest Policy.** The AU will develop a separate and comprehensive policy on COI, in order to increase the awareness of Faculty Members and Visitors about COI and COC; outline requirements for disclosure of COI and COC; and establish procedures to identify them, avoid or properly manage such conflicts.

ARTICLE 13- HEC FINANCIAL RULES GOVERNING COMPETITIVE RESEARCH GRANTS


13.1 Personnel Costs

- 13.1.1 HEC allow the grantees to budget for four categories of expenses in competitive research grants (i.e., NRP, GCF, LCF, TTSF, ICRG and RRII), namely personnel costs (internal as well as external), travel costs, costs of equipment, consumables, and services, and overhead costs. The following financial provisions set out the detailed rules regarding the limits on the nature and amount of expenses that can be claimed under each of the four specified budgetary heads.

13.2 Personnel Costs

General Conditions: The following general conditions apply to the provision of personnel costs:


- 13.2.1 The role of each person in the project must be stated clearly and justified. The justification should include the time commitment (as per cent of full time).
- 13.2.2 For faculty members, the budget request should include their name, designation, department/institute, and university. Future changes would be subject to approval of the HEC.
- 13.2.3 The university should affirm in writing that the time commitment of the university personnel engaged in a project (to the extent of their time committed) does not conflict with the time commitment for other projects and teaching/academic duties.
- 13.2.4 Only the remuneration of technical staff can be billed under the project. Administrative or secretarial staff, including the project coordinator, should be

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covered under the university overheads.

13.2.5 Any false statement in these matters will result in automatic cancellation of the project, recovery of advance payments, and black listing of the faculty member as well as the institution for 2 years.

#	Nature of Personnel	Unit Costs/ Expenditures Allowed
1.	Faculty Members	<p>Faculty members (PIs and Co-PIs) will commit their time to the research project as percent of full time. One honorarium per year is admissible to the PI as per following limits;</p> <ul style="list-style-type: none"> • Assistant Professor Rs. 150,000/- • Associate Professor Rs. 175,000/- • Professor Rs. 200,000/- <p>On project completion, one honorarium is admissible to the Co-PI on same rates as admissible to the PI.</p> <p>Honorarium to PIs / Co-PIs is allowed in one research project at a time.</p>
3.	Other Project Personnel	<p>Stipends for the project staff is allowed as per following limits:</p> <ul style="list-style-type: none"> • Research Assistants : Rs. 100,000/- per month (BS/ MS/MPhil) equivalent to lecturer • Research Associate : Rs. 130,000/- per month (Fresh PhD), equivalent to Asstt. Prof • Research Fellow: As per Last pay drawn by the fellow (PhD with 9 years' experience) equivalent to Assoc. Prof. • Senior Fellow : As per Last pay drawn by the fellow (PhD with 15 years' experience) equivalent to Professor. <p>Each person appointed to project should receive a formal contract, specifying all the terms of employment, including salary, benefits, and the duration of engagement.</p> <p>The experience against the positions of Research Associate, Research Fellow and Senior Fellow will be treated as postdoc fellowship. Postdoc fellows on study leave with pay from his/her parent organization/ university is not entitled to draw salary under the project.</p> <p>Project employment should not create an entitlement or expectation of regular employment.</p>

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4.	Short-term Consultants	These may be foreign nationals (including those of Pakistani origin, dual nationals, or Pakistani nationals). The respective remuneration rates would be based on market conditions, typically on a per day basis. Total remuneration for all short-term consultants should not exceed 10% of the total direct HR cost of the project.
5.	Short-term Project Personnel	Projects may engage staff on daily wages (e.g. enumerators, data collectors, etc.) at a maximum rate of Rs. 25,000 per month. Project employment should not create an entitlement or expectation of regular employment.

13.3 Equipment, Consumables, and Service Costs

General Conditions: The following general conditions apply to the provision of equipment, consumables and services costs:

13.3.1 Equipment and Consumables should be itemized separately. However, the total

cost under these heads may not be greater than **70 per cent** of the direct cost of the project.


13.3.2 For each item under **Equipment**, and each item under **Consumables**, provide the name, description of equipment, specifications, unit cost, quantity, and purpose.

13.3.3 For Equipment, Consumables and Services, the university needs to certify in writing that it does not have access to the said equipment, consumables and service otherwise.


13.3.4 **10%** additional amount against approved equipment budget for imported items may be admissible to account for any currency rate fluctuation, subject to provision of justification, and the approval of HEC.

13.3.5 LC opening for purchase of permanent equipment is allowed.

#	Item	Details
1.	Equipment	<p>A few examples are provided here. These, and similar items could be billed to the project if otherwise justified:</p> <ul style="list-style-type: none"> <i>Scientific lab Equipment:</i> tools and equipment used in laboratories for research work relevant to the project. Some examples are DNA sequencers, electrometers, or <u>spectrometers</u>. <i>IT equipment:</i> some examples are servers, network

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		<p>equipment, routers, or communication equipment.</p> <ul style="list-style-type: none"> • <i>Office Equipment</i>: some examples are laptops, desktops, scanners, printers. • <i>Specialized Software/ IT Applications</i>: e.g., LabView, AutoCAD, MATLAB.
2.	Consumables	<p>A few examples are provided here. These, and similar items could be billed to the project if otherwise justified:</p> <ul style="list-style-type: none"> • <i>Lab Chemicals</i>: e.g., chlorates, persulfates, peroxides, oxidizing acids, methanol, ethanol, or reagents. • <i>Glassware</i>: e.g., beakers, flasks, or test tubes. • <i>Plastic wares</i>: e.g., pipettes. • <i>Expendable supplies</i>: e.g., preserving and cleaning material, fuel, medicines, personal protective equipment, i.e., gloves, masks, or surgical caps. • <i>Accessories</i>: small tools and accessories used routinely in labs, e.g., kits, PCR plates, ladders, sealers, magnetic stands.

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3.	Services	<ul style="list-style-type: none"> • <i>Access to scientific equipment:</i> cost of access to sophisticated lab or research equipment not available in host institution. • <i>Service contract for repair/ maintenance of purchased scientific equipment:</i> The service cost should not exceed 25% of the cost of current price of the same/similar model • <i>Subscription to open access journals or publications:</i> provided these are not already covered under HEC's agreement with the HEI. • <i>Management Cost for organizing national level conferences, workshops, or seminars:</i> in cases, where such dissemination of research results are outsourced to external professional bodies. • <i>Limited commercialization and development costs:</i> these will be allowed only for research grants (e.g., TTSF and RTTG) that explicitly include product development and commercialization goals. The admissible expenses are: <ul style="list-style-type: none"> ○ Patent filing Fee ○ Consultancy Services for product development (limited 10% of the direct cost of the project) ○ Legal and Financial Services: related to intellectual property rights, research commercialization, or licensing agreements. ○ <i>Marketing Services:</i> for marketing of prototype or proposed product to appropriate investors or stakeholders
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13.4 Travel Costs

General Conditions: Travel Cost covers expenses of project team (faculty and students and other project personnel (Research Assistants, Research Associate, Research Fellow) related to research/ field work, participation in project meetings, attending national or international conferences or workshops to present research results from the project.

13.4.1 Travel budget must be justified by providing purpose of visit, the city, the country, the number of travelers, and estimated costs per visit.

13.4.2 Budget limit for Local travel is Maximum Rs. 150,000/- per year as per actual.

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13.4.3 Prior approval of HEC must be obtained for each project-related international travel with proper justification.


13.4.4 The international travel expenses are allowed as per following details:

Project Personnel Type	Purpose of Expenses	Limits	Allowed Expenses
Faculty, students, other project personnel (maximum one visit per year)	Costs of participation in foreign country for fieldwork, research work or meetings under the project	Max one visit per year for a visit duration of not more than 30 days	Travel expenses of foreign round trip and Daily Allowance including accommodation as per Government rules
	Cost of participation in international Conferences, Seminar, Workshops, Symposium to present research results under the project	Max 1 visit per year for a visit duration of not more than 6 days	Registration fee as per actual, TA, DA including accommodation as per HEC Travel Grant Policy and Government rules.

13.5 University Overheads

General Conditions: There are three purposes for allowing payment of overhead costs to sponsoring HEIs: first, to compensate HEIs for expenses needed to provide research support in the form of campus facilities, secretarial or administrative services, tuition waivers to research assistants, or project development expenses; second, to enable HEIs to build up a professional research support system in order to enable their faculty members to attract research funding from other sources as well, including, e.g., capacity building activities; and third, to ensure that universities exercise proper quality control over research products.

13.5.1 The overhead amount should go directly into the research management budget of universities, which may allocate it for various purposes according to the needs of each project as well as the overall demands of professional research management.

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In case of multi- institutional projects, the overhead costs are expected to be shared on the basis of the percentage of funds allocated for each institution.

13.5.2 HEC allows three tiers of University overheads or institutional costs, as a percent of the total direct cost of the project: 5%, 10%, and 15%.

13.5.3 Basic (5% Overheads): this covers projects that do not require allocation of dedicated office space or dedicated secretarial or support staff. It covers the basic research support services, i.e., accounts management, project reporting, auditing, office supplies (e.g., pens, staplers, or stationery), and monitoring and evaluation. Researchers are expected to use their own offices and regular university facilities.

13.5.4 Extra (10% Overheads): In addition to the services listed in paragraph 14.2.4 above, the HEI also provide the following additional facilities: support staff (daily wage clerical or manual labor, secretariat staff), campus expenses (e.g., use of dedicated office, unit, or building), utility costs, cost of access to digital resources (e.g., Digital Library, PERN), maintenance of scientific equipment, and/or access to laboratories.

13.5.5 Performance (15% Overheads): In addition to the services listed in paragraph (b), the HEI may demonstrate superior performance on behalf of the ORICs or other research management institutions.

13.5.6 The provision of overheads means that HEIs will not be allowed to include normal administrative expenses (e.g., administrative salaries, TA/DA. honorariums, bonuses, or stipends).


ARTICLE 14- DISPUTE

14.1. **Violation.** Breach of the provisions of this Policy shall be dealt with under the normal procedures of the AU, and in accordance with the relevant provisions of laws and regulations in force.

14.2. **Dispute Resolution.**

14.2.1. Any internal disputes or questions of interpretation arising under this Policy must in the first instance be referred to AU IPMO for consideration and mediation by the IP Committee.

14.2.2. If the matter cannot be resolved by the IP Committee within 30 days, then the dispute or question of interpretation must be referred to the Vice Chancellor through Director ORIC.

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- 14.2.3. The Vice Chancellor / Director ORIC may at their sole discretion refer the matter to AU's Executive Committee and/or an independent committee for arbitration as final arbiter of any disputed issues or for final determination.
- 14.3. **Appeal.** Individuals covered by this Policy shall have the right to appeal the application of any aspect of this Policy to the AU IP Committee.

ARTICLE 15 - AMENDMENT

- 15.1. **Revision.** This Policy may be amended at any time by a decision of the IP Committee. In this case:
- 15.1.1 All IP disclosed on or *after* the effective date of such amendment shall be governed by the Policy as amended; and
- 15.1.2 All IP disclosed *prior* to the effective date of the amendment shall be governed by the Policy prior to such amendment, provided that the provisions of the Policy (as amended) shall apply to all IP licensed or otherwise commercialized on or after the effective date of any such amendment regardless of when the IP is disclosed.

Sd/-----
(JAVOID AHMED)
Air Marshal (R)
Vice Chancellor
Air University, Islamabad

No. IBD/AU/965/18/ORIC dated 17 July, 2023

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